

may be said not to have been carried out or completed.

#### 14. COMPENSATION FOR DELAY IN POSSESSION

- If CCAP fails to deliver possession of the apartments to the Allottee(s) within the stipulated time (subject to force majeure as stated herein below) except is case where physical delivery has been withheld by Bengal Shelter on grounds stated elsewhere in these Terms and Conditions, then it shall pay compensation to the Allottee(s) of the apartment effective from the scheduled date of possession, till deemed date of possession of the apartment at the following rates.

PER MONTH

Rs. 5000/-

In case the Allottee(s) fails or neglects to take possession of their apartment (s) as and when called or where physical delivery has been withheld by CCAP on grounds stated elsewhere in these General Terms and Conditions, the Allottee(s) shall be liable to pay guarding charges @ Rs.2500 (Rupees Two thousand Five hundred only) per month from the Deemed Date of Possession to the actual date when the physical possession is taken by the Allottee(s). In addition each Allottee (s) shall be required to pay for proportionate share of common areas maintenance expenses and applicable municipal rates and taxes of Complex/Apartment from the Deemed date of Possession.

#### 15. FORCE MAJEURE

The Allottee (s) agree(s) that the time as stipulated for delivery of possession of apartment as stated above is subject to force majeure which inter alia includes delay on account of non-availability of materials, water supply, electricity or slow down, strike or due to a dispute with the construction agencies employed by the company, civil commotion or by reason of war, enemy action or any natural calamities, rules or notification of the government/public/company, permission from Civil Aviation, municipality, Zila Parishad, or KMDA whichever is applicable, CCAP shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the apartment.