

payable by the Purchaser/s. All overdue payments (including payments towards the consideration amount and towards all deposits, outgoings) shall attract an interest @ 18% per annum.

VI. DEFAULT & CANCELLATION

Without prejudice to what is stated hereinabove, if the Purchaser/s commit/s default in payment to the Developer of any of the installments of consideration or any other payments to be made under this Agreement on their respective due dates and / or in observing and performing any of the terms and conditions thereof, and upon the breach as contemplated in Clause No. XXVIII hereunder, the Developer shall be entitled at its sole option, to cancel and terminate this Agreement, by sending a written reminder to the Purchaser/s requesting them to make the balance payments, which are due and payable. The Developer shall issue the reminder after the expiry of every month of default, subject to a maximum of 3 (three) months' of such default. Thereafter, if the Purchaser/s fail/s to make the payment as aforesaid, the Developer shall issue a further notice of demand, calling upon the Purchaser/s to make the payment within 30 days of the receipt of the notice, failing which the allotment / this Agreement shall be deemed to be cancelled.

In case of such cancellation, the Developer shall refund the amount paid by the Purchaser/s on various accounts upon further sale of the unit from the date of cancellation however after deducting 10% of the total consideration amount. In addition to the deduction of 10% of the total consideration amount, the Developer shall also forfeit the full amount of VAT / Service Tax or any other similar tax collected/payable by the Purchaser/s (in case applicable) up to the date of cancellation and the Purchaser/s shall have no right, title, lien, claim or demand against the said premises. This clause is applicable even in cases where the Purchaser has cancelled the Sale Agreement upon its' execution at his discretion.

VII. COMPLIANCE OF ALL LAWS, NOTIFICATIONS ETC.

The Purchaser undertakes that upon taking over of possession, the Purchaser shall comply with and carry out all the requirements, requisitions, demands and repairs from time to time, as required by any development authority/ municipal authority/ government or any other competent authority at the Purchaser's own cost and shall be responsible and liable to pay all applicable taxes, existing and future as may be applicable.

VIII. TRANSFER OF ALLOTMENT

The Purchaser/s cannot nominate or transfer the booking or allotment in favour of a third party for a period of 12 months' from the date of booking. The Developer may at its sole discretion, permit the same on payment of transfer/nomination fee of Rs. 25,000/- (Rupees Twenty Five Thousand) and other administrative charges as may be fixed by the Developer from time to time, on submission of *inter alia* affidavit /request for transfer/ nomination or any other document and on such terms and conditions as it may deem fit. However, before the execution of the registered Deed of Conveyance/Sale Deed in respect of the apartment, no transfer fee shall be payable, in case such transfer is in favor of the spouse or children of the Purchaser/s.

IX. SCHEDULE OF POSSESSION OF APARTMENT

The Developer shall give possession of 6 Nos. of Blocks namely Block 1, Block 2, Block 3, Block 4, Block 5 and Block 6 to the Purchaser/s within a period of 3 years from the date of commencement of construction out of the total number of 22 Blocks, PROVIDED THAT THE DEVELOPER shall be entitled to an extension of 6 (Six) months' time for giving delivery of aforesaid 6 Blocks after the aforesaid date, if the completion of the said building in which the said apartment is to be situated is delayed on account of any of the following reasons:-

Mithun

Das

6

Mamata Das

Director