

6. That if the vendor fails and/or neglect to complete the sell after the title being made out as aforesaid or otherwise to carry out any one or more of the obligations on her part or otherwise required by law, the purchaser will be at liberty to enforce specific performance of the agreement by institution of legal proceedings and/or rescind, cancel at his option may sue the vendor for recovery of the earnest money of Rs.10,00,000/- (Rupees Ten lakh) only.

7. If on the title being found good and marketable the purchaser fail to complete the purchase within the aforesaid period of 1 year 6 months as specified hereinabove the vendor may at their option cancel and/or rescind of this agreement against the purchaser and the purchasers will also be liable to pay the cost, expenses already paid by the vendor/developer of legal proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Danga land measuring an area of 5 (Five) Cottahs 9 (Nine) Chittacks 17 (Seventeen) square feet be the same a little more or less, being Scheme Plot No.123, alongwith Cemented Flooring two-storied building erected thereon namely Udayan [measuring 513 Sq.ft. pucca building on Ground floor + 358 Sq.ft. on first floor + 123 sqft. Tin shed structure at the Ground Floor, comprising in Sabek Dag Nos.76 and 83, corresponding to R.S. Dag No.238 corresponding to L.R. Dag No.1647, under Khatian Nos.134