

Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and regulations made there under or any statutory amendments/modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security , if provided in terms of the agreement shall be made in accordance the provisions of foreign Exchange management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his /her part to comply with the applicable guidelines issued by the Reserve Bank Of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or the other law as applicable , as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmful in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any Third Party making payment remittances on behalf of any Allottee and such Third Party shall not have any right in the application allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### **4. ADJUSTMENT /APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust appropriate all payments made by him /her under any head(s) of dues against lawful outstanding of the Allottee against (Apartment/Plot), if any , in his/her name and the Allottee undertakes not to object /direct the Promoter to adjust his payment in any manner.

NS CONSTRUCTION  
*Niloy Pralokha Ganguli*  
Partner

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*Sanjay*  
Partner