

Allottee shall take possession of the (Apartment/Plot) from the Promoter by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement. And the Promoter shall give possession of the (Apartment /Plot) to the Allottee. In case the Allottee fails to take possession within the time provided in para. 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Allottee – After obtaining the Occupancy Certificate* and handing over physical possession of the (Apartment/Plot) to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the Competent Authority, as the case may be, as per the local laws.

(Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent Authority, as the case may be, within thirty days after obtaining the completion Certificate).

Cancellation of Allottee- The Allottee shall have the right to cancel /withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottees proposes to cancel/withdraw from the project without any fault of the promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6. Compensation- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, If the Promoter fails to complete or is unable to give possession of the (Apartment/Plot)(i) in accordance with the terms of this Agreement, duly completed by the date

NS CONSTRUCTION

Niloy Rohan Ganguli
Partner

NS CONSTRUCTION

Chaitanya
Partner