period of 15 days in each installments due, subject to payment of interest @ 18 P.A. by way of damages, however, in the event of any delay beyond the grace period, the VENDOR shall be free & entitled cancel the allotment including agreement at the cost and risk of PURCHASER and allot or grant the said Apartment to any person or persons at any terms and forfeit the amount equal to 25% of the amount paid by the PURCHASER, without any prior intimation or notice to the PURCHASER to which the PURCHASER shall have no objection.

2. **COVENANTS OF THE VENDOR WITH THE PURCHASER**

2.1 The VENDOR has good, valid and marketable title and absolute right and full authority to convey, assign and transfer the said property to the PURCHASER by way of sale, more particularly described in the Schedule 'B' hereunder written.

2.2 The VENDOR shall convey and transfer a good and valid title to the PURCHASER respecting the said property and after receipt of full consideration amount as well as all other charges, expenses etc., the VENDOR shall handover the vacant peaceful possession of said Apartment to and in favour of the PURCHASER, at the cost of PURCHASER.

2.3 The VENDOR, after receipt of full consideration amount as aforesaid, arrears of taxes, cess, ground rent and other contributory charges, dues, etc. from the PURCHASER, shall execute the required Conveyance Deed/Sale deed of the apartment in favour of the PURCHASER or any other person/s, being the nominee/s of the PURCHASER, in terms of this agreement as the PURCHASER may request.

2.4 The work for Apartment is expected to be completed by the end of December 2018, the VENDOR shall hand over the actual physical possession of the said Apartment to the PURCHASER by that time subject to receipt of full and final consideration amount in term of this agreement.

3. **COVENANTS OF THE PURCHASER WITH THE VENDOR**

3.1 The PURCHASER have verified and inspected all the relevant deeds and documents as to right, title and authority of the VENDOR and also the specifications, design, plan etc. respecting the said property. He also has personally seen and verified the spot and site. The PURCHASER is fully satisfied with the right, title and authority of VENDOR as well as the condition, type, user and specifications of the said property and facilities in the said complex as the same fully constructed and ready to occupy and after being so satisfied, the PURCHASER has agreed to purchase it. A copy of each and every documents including the specifications, design, declaration deed, plan, and also a draft of proposed sale deed has been furnished and handed over to the PURCHASER and he acknowledge the same. Hereinafter, it shall not be open for the PURCHASER to question the rights, title and/or authority of the VENDOR before any forum or to make any claim in respect

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