

If any of the payments made by the Allottee(s) is dishonored for any reason, CCAP shall be entitled at its sole discretion either to cancel the allotment and refund all payments made by the Allottee(s) after deducting service charges as mentioned above or CCAP shall be entitled to charge a penalty of Rs. 500/- to be paid forthwith on demand.

All payments received will be first applied towards applicable interest and other sums, if any due, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

## **12. RESERVED QUOTA IN APARTMENTS/ SHOPS/TOWN HOUSES**

\* 5% of the total units are reserved, which will be allotted at the sole discretion of CCAP.

## **13. POSSESSION**

The Company shall endeavor to give possession of the Apartment to the Allottee(s) within 36 (thirty six) months from the date of sanction of plans or permission for construction by competent authority subject however, to payment by the Allottee(s) of all dues in respect of the allotted apartment including stamp duty and registration charges as applicable under the law.

CCAP shall give notice ("notice of possession") to the Allottee(s) regarding the date on and from which CCAP will start effecting possession of the Apartments. The Allottee(s) shall be required to take possession in person or through agent or attorney within 15 (Fifteen) days from the issuance of "notice of possession". In the event the Allottee(s) fails or neglects to accept and take over possession of the Apartment within the time as notified in the "notice of possession", delivery of the Apartment shall be deemed to have been taken by the Allottee(s) on the date indicated in the "notice of possession". Such date shall be deemed to be the date of possession ("Deemed Date of Possession") irrespective of the date when the Allottee(s) takes physical possession of the Apartment.

In cases where delivery of physical possession of the apartment is withheld by CCAP on grounds stated elsewhere under these General Terms and Conditions, the physical possession of the Apartment shall be deemed to have been taken by the Allottee(s) on the deemed date of possession as indicated in the "notice of possession".

After taking physical possession or from the deemed date of possession of the Apartment, whichever is earlier, the Allottee(s) shall not be entitled to put forward any claim against CCAP in respect of any item of work in the said Apartment which