

7. POSSESSION OF THE APARTMENT/PLOT:

7.1. Schedule for possession of the said (Apartment/Plot) - The Promoter agrees and understands that timely delivery of possession of the (Apartment/Plot) to the Allottee and the common areas to the association of Allottees or the competent Authority, as the case may be is the essence of the Agreement. The Promoter assures to hand over possession of the (Apartment/Plot) along with ready and complete common areas with all specifications, amenities and facilities of the project in place on ----- unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the "Force Majeure" conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the (Apartment/Plot).

Provided that such "Force Majeure" conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to "Force Majeure" conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. Against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. **Procedure for taking Possession** – The Promoter, upon obtaining the Occupancy Certificate * from the Competent Authority shall offer in writing the possession of the (Apartment/Plot), to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. (Provided that in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate). The Promoter agrees and undertakes to indemnify the Allottee in case of

SHELTERCON
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