

failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter . The Allottee, after taking possession , agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the Completion Certificate for the project. The Promoter shall hand over the Occupancy Certificate of the apartment/plot, as the case may be , to the Allottee at the time of conveyance of the same.

**7.3. Failure of Allottee to take Possession of (Apartment/Plot)-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the (Apartment/Plot) from the Promoter by excuting 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 obtaning 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.

SHELTERCON  
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Proprietor