

ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty five days of receiving the terminating notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of default by Allottee under the condition listed above continues for a period beyond-----consecutive months after notice from the Promoter in this regard, the promoter may cancel the allotment of the (Apartment/Plot) in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated ;

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The promoter on receipt the total Price of the (Apartment/Plot) as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the (Apartment/Plot) together with proportionate indivisible share in the common Areas within 3 months from the date of issuance of the Occupancy Certificate* and the Completion Certificate, as the case may be, to the Allottee;

SHELTERCON

Proprietor