

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 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 executing 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 obtaining 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.

SHELTERCON

Proprietor