

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;

(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). However, in case the Allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice , the Allottee authorizes the Promoter to with hold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charged to the Promoter is made by the Allottee.

#### 11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the

NS CONSTRUCTION  
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