

(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 association of allottees upon the issuances of the completion certificate of the project. The cost of such maintenance has been included in the Total price of the (Apartment/Plot).

#### **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(Five) years by the Allottee from the date of handing over possession. It shall be the duty of the promoter to rectify such defects without further charge, within 30 (Thirty) days , and in the event of promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the act.

#### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIR :**

SHELTERCON  
  
Proprietor