



mentioned in Fourth Schedule. In case of any financing arrangement entered by the Allottee/s with any bank/NBFC/financial institution with respect to the purchase of the Said Apartment, the Allottee/s undertakes to direct such bank/NBFC/financial institution to, and shall ensure that such bank/NBFC/financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter mentioned hereinabove. If such bank/NBFC/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the Fourth Schedule hereunder written, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed in the Fourth Schedule hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise the provisions of Clause 14 herein below. The Allottee/s further agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/NBFC/ financial institution, then such bank/NBFC/ financial institution shall make/release the payments, from the sanctioned loan, towards the Consideration directly to the bank account of the Promoter, based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/NBFC/financial institution. Any payments made in favour of / to any other account other than as mentioned hereinabove shall not be treated as payment towards the Said Apartment. The Allottee/s

			<p>shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each Installment of the Consideration. The Promoter shall be entitled to change the account (as set out hereinabove) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.</p>
-	-	4 at Page 17	<p><u>TDS TO BE DEDUCTED & ISSUE TDS CERTIFICATE</u></p> <p>4.1. The Allottee/s shall deduct tax at source ("TDS") from each Installment of the Consideration as required under the Income-tax Act, 1961. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 within the time stipulated under the Income Tax Act, 1961. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s;</p> <p>4.2. The Allottee/s agrees and confirms that in the event of delay / default in making payment of the TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the adjusted amount due and payable by the Allottee/s to the Promoter.</p>



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-	-	5.1 at Page 17	Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Consideration or any amount that may be owed by the Allottee/s to the Promoter;
-	-	5.2 at Page 18	The Promoter has specifically informed the Allottee/s that in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, then the Allottee/s shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency. The Allottee/s hereby indemnify/ies the Promoter and continue/s to keep the Promoter indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his/her/its/their own account or made through third party. In the event the Allottee/s is/are not able to satisfy the statutory authorities about the source of the payment made to the Promoter then, the Promoter shall be entitled to withhold the possession of the Said Apartment or exercise the option to terminate this Agreement;

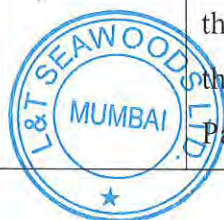


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1 (e)	The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.	5.3 at Page 18	The Consideration Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments;
-	-	5.4 at Page 18	The Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the Said Apartment including on this Agreement, all of which shall be borne by the Allottee/s, in addition to the Consideration.
1(f)	The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which	5.5 at Page 18 Fourth Schedule at Page	The Promoter may allow, in its sole discretion, a rebate for early payments of equal Installments payable by the Allottee/s by discounting such early payments more particularly stated in the Fourth Schedule @ % per annum for the period by which the respective Installment has been preponed. The

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	<p>the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.</p>		<p>provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.</p> <p><u>FOURTH SCHEDULE</u></p> <p><u>(Details of payments to be made by the Allottee/s, Payment Plans, etc.)</u></p> <table><tr><td>4</td><td>Rebate for early payments at the sole discretion of the Promoter</td><td>NIL % of equal Installments payable by the Allottee/s.</td></tr></table>	4	Rebate for early payments at the sole discretion of the Promoter	NIL % of equal Installments payable by the Allottee/s.
4	Rebate for early payments at the sole discretion of the Promoter	NIL % of equal Installments payable by the Allottee/s.				
1(g)	<p>The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to</p>	<p>6.1 at Page 18 & 19</p>	<p>The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction/ development of the Real Estate Project Building in which the Said Apartment is situated is complete and the Occupancy Certificate in respect thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated (if required) upon confirmation by the Promoter. If there is any reduction in the carpet area, beyond the abovementioned variation cap within the defined limit, then Promoter shall refund the excess money paid by Allottee/s within 45 (Forty-Five) days with annual interest at the rate specified in the RERA/RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall</p>			



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	Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.		be made at the same rate per square meter as agreed in Clause 5 hereinabove and also mentioned in Third Schedule 1(a) of this Agreement . However, notwithstanding the foregoing, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the Said Apartment and the carpet area mentioned under this Agreement is less than or equal to 3% (three percent);
-	-	6.3 at Page 19	The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoter the Said Apartment on the basis of the carpet area only and the Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the Said Apartment.
-	-	7 at Page 19	The Promoter shall be entitled to securitize the Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA and applicable Law, in favour of any persons including banks/NBFCs/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
		8.1 at Page 19	Common Areas And Facilities And Amenities specified in the Second Schedule hereunder written shall be made available to the Allottee/s on a non-exclusive basis in a phase wise manner on such terms and conditions as may be applicable and subject to