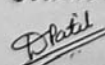
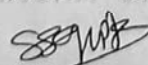
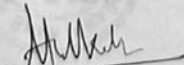


will forward by courier/email/post to the Purchaser/s, intimation of the Promoter having carried out/commenced the aforesaid work, at the address given by the Purchaser /s under this Agreement and the Purchaser /s will be bound to pay the amount of installments within 15 (fifteen) days of Promoter dispatching such intimation.

5. The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute, GST are leviable on the total consideration payable hereunder and consequently, the amount of each instalment payable by the Allottee/s to the Promoter, including any of consideration paid as mentioned in clause no. 4 hereinabove, the Allottee/s will be required to pay the applicable GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable GST along with each instalment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter of any three instalments shall be deemed to be a default in payment of amount due to the Promoter and will result in cancellation of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable law. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as

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aforesaid, the Allottee/s shall be liable to pay the same with interest of 18% p.a. thereon before taking possession of the said Flat. The Allottee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said Flat for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified at all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the above said taxes as provided hereinabove.

6. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of 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.
7. The Promoter shall confirm the final RERA carpet area that has been allotted to the Allottee/s 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 3% (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 the Promoter shall refund the excess money paid by the Allottee/s within 90 days with annual interest at the SBI lending (MCLR) rate plus 2% from the

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Secretary

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date of intimation from Promoter. If there is any increase in the carpet area allotted to 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 would be calculated on the basis of consideration mentioned in Clause 4 of this Agreement.

8. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object /demand /direct the Promoter to adjust his payments in any manner.
9. It is expressly agreed that the time for the payment of each of the aforesaid instalments of the consideration and other amounts shall be the **Essence of the Contract**. The said Consideration is derived on the basis that (a) the Promoter shall be entitled to utilise the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI) including road width FSI, incentive FSI, fungible FSI, that may be made available in present or future or any other FSI that is available, by whatever name called as a result of change in Development Control Rules and Regulations (DCR) and governing prevalent laws, as also by way of Transferable Development Rights (T.D.R) including Road T.D.R., and other T.D.R. and etc., by whatever name called available and as may become available in future for the use, utilization and

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Pratik
Treasurer

[Signature]
Secretary

[Signature]
Chairman



consumption on or in the said Property as per Law and/or Development Control Regulations (D.C. Regulations) as amended from time to time as the said Developer therein shall deem fit and proper and also to use and utilize the Set Back F.S.I, if any, or ask for the compensation from the M.C.G.M or any other concerned authorities upto the full Occupation Certificate being received and (b) the Allottee/s has accorded his/her/their permission to the Promoter whereby the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the property/land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the sanctioned plans (from time to time) upto the receipt of Full Occupation Certificate. All the above respective payments shall be made to the Promoter within seven days of the due date notwithstanding the Allottees not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.

10. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Premises to the Allottee and the common areas to the Shantprabha Co-operative Housing Society Limited after receiving the Full Occupation Certificate (OC). Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement ("Payment Plan").

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Treasurer *Secretary* *Chairman*

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