

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed at Gurugram on this _____ Day of 202____.

BY AND BETWEEN

KRISUMI CORPORATION PRIVATE LIMITED (CIN No. U70200HR2012PTC064545), a company incorporated under the provisions of the Companies Act, 1956 (presently operating under the provisions of Companies Act, 2013), having its registered office at **3rd Floor, Central Plaza Mall, Golf Course Road, Sector 53, Gurugram, Hayana- 122001** and its corporate office at **Krisumi Sales Lounge, Sector 36A, Near Dwarka Expressway, Gurugram-122002, Haryana (PAN - AAECV0565A)**, represented by its authorized signatory **Mr. _____** (Aadhaar No. _____) duly authorized vide **authority letter dated**, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **FIRST PART**;

AND

[If the Allottee is an Individual]

Mr. / Ms. / Mrs. _____, (Aadhaar No. _____) Son / Daughter / Wife of Shri / Mr. _____, aged about _____ years, residing at _____

(PAN _____) as First Allottee Along with Mr. / Ms. / Mrs. _____, (Aadhaar No. _____) Son / Daughter / Wife of Shri / Mr. _____, aged about _____ years, residing at _____

(PAN _____) as Second Allottee, hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her legal heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the **SECOND PART**.

[OR]

[If the Allottee is a HUF]

_____ HUF, having its place of business / residence at _____, (PAN _____) represented by Mr. _____, (Aadhaar No. _____) son of _____, aged about _____ years signing for self and as the Karta of the of the HUF, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) being party of the **SECOND PART**.

[If the Allottee is a company]

M/s _____, (CIN _____) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office situated at _____, (PAN _____), represented by its authorized signatory, Mr./Ms. _____, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **SECOND PART**.

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm [registered under the Indian Partnership Act, 1932], having its principal place of business at _____, (PAN _____), represented by its authorized partner _____

FOR KRISUMI CORPORATION PVT. LTD.

(Aadhar No. _____) authorized vide authorization letter dated _____, duly issued by all the partners, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **SECOND PART**.

[OR]

[If the Allottee is an LLP]

_____ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration No. _____ and having its registered office at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) authorized vide resolution dated _____ (hereinafter referred to as the “Allottee” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **SECOND PART**.

(Strike out whatever is not applicable)

Unless, the context otherwise requires in this Agreement, the Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires,-

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and subsequent amendments and modifications thereto;
- (b) “Applicable Laws” shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments / modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (c) “Authority” shall mean the Haryana Real Estate Regulatory Authority under the Act;
- (a) “Government” means the Government of the State of Haryana;
- (b) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the state of Haryana; and
- (c) “Section” means a section of the Act.

WHEREAS:

- A. The Promoter is the sole and absolute owner of and land admeasuring **5.0951 acres** comprised in Rectangle No. 2 Killa Nos. 13min, 14, 15/1, 16/2min, 17min, 18min of Village Sihi and Rectangle No. 122 Killa Nos. 22min, 23, 24min and Rectangle No. 132 Killa Nos. 2, 3/1, 3/2, 9 of Village Harsaru, Sector 36A, Gurugram, Haryana (“Project Land”), forming part of License No. 39 of 2013, 85 of 2014 and 166 of 2023 (collectively “Licenses”) for a total piece of land admeasuring 30.38125 acres (the “Licensed Land”). The Promoter has conceptualized a group housing project “**Waterside Residences**” (“Project”) on the Project Land;

- B. The Project is a phase of larger township / colony, namely, “Krisumi City” being developed by the Promoter in phases on larger Licensed Land situated at Sector 36A, Gurugram, Haryana;
- C. The Promoter had obtained approval of building plans from DGTCP for Krisumi City, including for the said Project and the revised building plans have been sanctioned from DGTCP vide Memo ZP-915/PA(DK)/2024/5471 dated 13.02.2024. The Promoter has also obtained the other applicable approvals for commencing the development of the Project and the Promoter agrees that it shall not make any changes to the approved plans, existing as on date in respect of the Project, except in strict compliance with Section 14 of the Act or any other laws of the state of Haryana as applicable;
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which the Project is to be constructed;
- E. The Promoter has registered the Project under the provisions of the Act with the Authority at Gurugram, having registration No. _____ dated _____;
- F. The Allottee had applied for a residential apartment in the Project vide application dated _____ and has been allotted **Apartment no.** _____ having carpet area of _____ **square meter** (_____ **square feet**) (“**Carpet Area**”), on _____ (**In Words**) **floor** in **Tower name** _____ (“**Building**”) along with exclusive right to use _____ (**In Words**) **number of covered parking** (“**Parking**”), as permissible under the applicable law and *pro rata* right / share in the common areas (“**Common Areas**”) [as defined under Rule 2(1)(f) of Rules of the State of Haryana and the deed of declaration of the Project] (hereinafter collectively referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**).
- G. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana and related to the Project;
- I. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; and
- J. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment for residential use along with Parking (if applicable) as specified in para L of this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to

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the Allottee and the Allottee hereby agrees to purchase the Apartment for residential use along with Parking (if applicable) as specified in para F of this Agreement.

- 1.2 The total price for the built-up Apartment for residential usage along with Parking (if applicable) based on the Carpet Area is Rs. _____/- (**Rupees _____ Only**) ("**Total Price**"). The stamp duty amount & registration fee on the conveyance deed shall be extra and payable by the allottee(s) as applicable at the time of execution and registration of the conveyance deed. Details of Total Price is provided in **Schedule C** of this Agreement.

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____ Parking (if applicable) _____	Rate of Apartment per square feet
Total price (in rupees)	

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter for the Apartment being part payment towards the Total Price of the Apartment; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Price of the Apartment as prescribed in the Payment Plan and as demanded by the Promoter.

Provided that if the Allottee delays in payment towards any amount which is payable, he / she / it shall be liable to pay interest at the rate prescribed in Rule 15 of the Rules.

- (ii) The Allottee agrees that 10% of the Total Sale Consideration (*defined herein*) shall be considered as booking amount for the purpose of this Agreement ("**Booking Amount**").

- (iii) The Total Price as mentioned above includes applicable GST, fees, charges, levies, cess, development charges (EDC & IDC), and other incidental charges paid / payable by the Promoter up to the date of handing over the possession of the Apartment for residential usage along with Parking (if applicable) to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes / charges / fees / levies etc. the subsequent amount payable by the Allottee to the Promoter shall be increased / decreased based on such change / modification:

Provided further, if there is any increase in the taxes / charges / fees / levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in 1.2 above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee, the details of the taxes / fees / charges / levies etc., paid or demanded along with the acts / rules / notifications together with dates from which such taxes / fees / charges / levies etc. have been imposed or become effective;

- (v) The Total Sale Consideration (as explained in Schedule C of this Agreement) of

Apartment for residential usage along with Parking (if applicable) includes recovery of price of land, development / construction of not only the Apartment but also of the Common Areas [as defined under Rule 2(1)(f) of Rules of the State of Haryana and the deed of declaration of the Project], infrastructure development charges, infrastructure augmentation charges, external development charges, taxes / fees / levies etc., cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment for residential usage along with Parking (if applicable) in the Project.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and / or any other increase in taxes, charges / costs / duties / fees / levies which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, taxes, cost / charges / fees / levies etc., imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority (which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act), but before the offer of possession, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at rates intimated by the Promoter for the period by which the respective installment 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 unless agreed upon by the Allottee(s).
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** and **Schedule E** in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities.
- 1.7 The Promoter shall confirm that the Carpet Area that has been allotted to the Allottee after the construction of the Apartment is complete and the occupation certificate / part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter.

If there is a reduction in the Carpet Area then the Promoter shall refund the excess money paid by the Allottee within 90 (ninety) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than 5% (five percent) of the Carpet Area of the Apartment, allotted to the Allottee, the Promoter may demand from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment for residential usage along with Parking (if applicable) as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment for residential usage;
- (ii) The Allottee shall also have right in undivided proportionate share in the Common Areas [as defined under Rule 2(1)(f) of Rules of the State of Haryana and the deed of declaration of the Project]. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees / competent authorities after duly obtaining the occupation certificate / part occupation certificate / part completion / completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the state of Haryana;
- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his / her / its Apartment.

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of such outstanding amount (including land cost, ground rent, municipal or other local taxes / charges / levies etc., charges for water or electricity, and / or maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outstanding(s) and penal charges, if any, to the competent authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction / development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A / c Payee Cheques / drafts to be made in favor of “KRISUMI CORPORATION PRIVATE LIMITED - WATERSIDE RESIDENCES - MASTER ACCOUNT” payable at New Delhi / Gurugram. For RTGS / Online Payments Account no. 10087007, Bank Name: Sumitomo Mitsui Banking Corporation; Address: 2nd Floor, Worldmark 3 Hospitality District, Aerocity, New Delhi-110037, IFSC Code SMBC0000001.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his / her / its part to comply with the

applicable guidelines issued by the Reserve Bank of India, he / she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her / them under any head(s) of dues against lawful outstanding of the Allottee, against the Apartment, if any, in his / her name and the Allottee undertakes not to object / demand / direct the Promoter to adjust his / her / their payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee, and the Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules.

6. CONSTRUCTION / DEVELOPMENT OF THE PROJECT:

The Allottee has seen the layout plan / building plan, specifications, amenities, facilities, etc. as provided in the Agreement regarding the Project where the said Apartment for residential usage along with Parking (if applicable) is located and has accepted the floor / site plan, payment plan and the specifications, amenities, facilities, etc. annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, Floor Area Ratio ("FAR"), density norms, provisions prescribed, approved plans, terms and condition of the license / allotment as well as registration with the Authority, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the provisions and norms prescribed by the state of Haryana and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE:

- 7.1 **Schedule for possession of the said Apartment for residential usage** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, is the essence of the Agreement.

The Promoter assures to offer the possession of the Apartment as per agreed terms and conditions to the Allottee on or before 30/09/2029 ("Completion Date"), unless there is delay

due to force majeure, court orders, government policy / guidelines, decisions affecting the regular development of the real estate Project. If, the Completion Date of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to force majeure and above-mentioned conditions, then this allotment and Agreement shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within 90 (ninety) days. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he / she / they 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 of Apartment** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of the Project shall offer in writing the possession of the Apartment within 3 (three) months from the date of the occupation certificate, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of the Project at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter / association of allottees / competent authority, as the case may be.

- 7.3 **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter, and the Promoter shall give possession of the Apartment to the Allottee as per terms and condition of the Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, the Allottee shall continue to be liable to pay maintenance charges, as applicable and holding charges from the date of offer of possession by the Promoter till the time Allottee does not take over the possession of the Apartment in terms of this Agreement. The Holding Charges are Rs. 50/- (Rupees Fifty Only) per sq.ft. per month of the Carpet Area of the Apartment.

- 7.4 **Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of the Project and handing over the physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and Common Areas to the association of allottees or the competent authority, as the case may be.

- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment and interest component on delayed payment (payable by the Allottee for breach of Agreement and non-payment of any due to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus 2% (two percent). The balance amount of money paid by the Allottee shall be returned by Promoter to the Allottee, within 90 (ninety) days of such cancellation.

- 7.6 **Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of compensation**– The Promoter shall compensate the Allottee in case of any loss caused to him / her / them due to defective title of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a force majeure event, court orders, government policy / guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Apartment:

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 of this Agreement; or
- (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or
- (iii) for any other reason;

the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, along with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act, within 90 (ninety) days of it becoming due.

In case the abovementioned obligation is not complied with by the Promoter:

- (i) the Authority shall have the right to order to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules in case the Allottee wishes to withdraw from the Project;
- (ii) in case Allottee claims compensation in this regard he/she/they may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in Section 72 of the Act.
- (iii) if the Allottee does not intend to withdraw from the Project, the Authority may order the Promoter to pay the interest to the Allottee at the rate prescribed in the Rules for every month of delay till the offer of possession of the Apartment.
- (iv) Timelines for refund of amount and interest at such rate as may be prescribed and payment of interest at such rate as may be prescribed in Rule 16.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development of the Project and absolute, actual, physical and legal possession of the Project Land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) The Promoter shall be developing the stipulated number of residential units for the EWS (Economic Weaker Section) corresponding to the Project in accordance with the applicable laws, rules and regulations. The Promoter shall carry out construction and development of EWS component attributable to the Project on a land parcel (outside the Project Land) earmarked for development of EWS residential units within Krisumi City ("EWS Land");
- (iv) There are no encumbrances upon the Project Land, save and except as already disclosed before the RERA Authority at the time of registration;
- (v) Save and except for the declarations made by the Promoter before the Authority with regard to litigation, no other legal proceeding or litigation is pending before any court of law with respect to the Project Land, Project or the Apartment. It is further represented that the litigations so disclosed, pertain to part of EWS Land and no part of the main residential building and amenities of the Project falls under the area of the land under litigation. Accordingly, the Promoter is fully entitled and empowered to create the right of the Allottee in the Apartment under this Agreement.
- (vi) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project, as well as for the Apartment being sold to the Allottee are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, as well as for the Apartment and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment for residential usage along with Parking (if applicable) to the Allottee, Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Project Land;
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the offer of possession of Apartment has been issued as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed

terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules;

- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of Project Land and or the Project, save and except as already disclosed before the RERA Authority at the time of registration.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure, court orders, Government Policy / guidelines, policy / guidelines of competent authorities, decisions the Promoter shall be considered under a condition of default, in the following events:

- (i) the Promoter fails to offer ready to move in possession of the developed Apartment for residential usage along with Parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate or part thereof has been issued by competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction / development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment for residential usage along with Parking (if applicable), which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

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 two consecutive demands made by Promoter as per 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 the default by Allottee under the condition listed in clause 9.3(i) above continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the

Promoter may cancel the allotment of the Apartment for residential usage along with Parking (if applicable) in favour of the Allottee and refund the money paid by the Allottee by forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (paid/payable by the Allottee for breach of Agreement and non-payment of any due payable by the Allottee). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated.

Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

In case the obligations as above are not complied with either by the Allottee or the Promoter, the Authority may issue suitable directions.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of Apartment for residential usage along with Parking (if applicable), shall execute a conveyance deed in favour of Allottee preferably within 3 (three) months but not later than 6 (six) months from possession. Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules, 2017

However, in case, the Allottee fails to deposit the stamp duty and / or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed and possession in his / her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

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 or competent authority, as the case may be, upon the issuance of the occupation certificate / part thereof, part completion certificate / completion certificate of the Project, as the case may be. The cost of such maintenance has not been included in the Total Price of the Apartment.

In case the Allottee/ association of allottees fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such case, the Promoter has right to recover such amount as may be spent on maintaining such essential services beyond the date of occupation certificate /part thereof from the Allottee on pro-rata basis.

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 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 90 (ninety) 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.

Provided that, the Promoter shall not be liable for (i) any such structural / architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the

original specifications / design.

The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement, the Authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.

13. RIGHT TO ENTER THE UNIT / APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter / maintenance agency / association of allottees / competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and / or maintenance agency / competent authority to enter into the Apartment for residential usage after giving due notice and entering the Apartment during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter / Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottee, maintenance agencies / competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment for residential usage only at his / her / their / its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment or the Parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment or Parking (if applicable) and keep the Apartment or Parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee / association of allottees further undertakes, assures and guarantees that he / she / they / it would not put any sign-board / name-plate, antenna and / or other telecommunication or other communication equipment, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Apartment, Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee / association of allottees shall not store any hazardous or combustible goods in the Apartment and Parking (if applicable) or place any heavy material in the common passages or staircase of the building and / or any part of the Project. The Allottee / association of allottees shall ensure that he / she / it / they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Allottee / association of allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment and Parking (if applicable), as the case may be.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of the Apartment for residential usage along with Parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the state of Haryana and related to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it shall not have any right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines / permissions / directions or sanctions by competent authority. Allottee herein gives his consent and has no objection to the development of the future phases of the Krisumi City by the Promoter in any manner as allowed by the competent authorities.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment for residential usage.

19. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Haryana Apartment Ownership Act, 1983 and its rules, other relevant Acts, Rules and Regulations / bye laws, instructions / guidelines and decisions of competent authority prevalent in the state of Haryana. The details of approvals/compliances are as provided below:

- A. License No. 39 of 2013, No. 85 of 2014 and No. 166 of 2023;
- B. Revised Building Plans vide Memo No. ZP-915/PA(DK)/2024/5471 dated 13.02.2024;
- C. Environment Clearance for Expansion of Project vide File No. SEIAA/HR/2023/406 dated 18.12.2023 & EC Identification No. EC23B039HR110360;
- D. Height Clearance granted by AAI dated 07.12.2022.

20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the state of Haryana.

If the Allottee fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the Agreement and register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee(s) to get this Agreement executed, the Allottee(s) does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit 10% of the Booking Amount.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said residential usage and parking (if applicable).

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said agreement.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment residential usage and Parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment for residential usage and Parking (if applicable) in case of a transfer, subject to execution of standard documentation of the Promoter, payment of all outstanding dues by the Allottee along with interest, payment of administrative charges and registration of such transfer at the cost of the Allottee / transferee, as the said obligations go along with the Apartment for residential usage and Parking (if applicable) for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other allottees in Project, the same shall be the proportion which the area / carpet area of the Apartment bears to the total area / carpet area of all the units / apartments in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant state act in the state of Haryana. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Mr. / Ms. / Mrs. _____ (Name of First Allottee)

(Allottee Address)

Mr. / Ms. / Mrs. _____ (Name of Second Allottee)

(Allottee Address)

Krisumi Corporation Pvt. Ltd. Promoter name
3rd Floor, Central Plaza Mall, (Promoter Address) Golf Course Road, Sector 53,
Gurugram – 122001, Haryana

With a copy to:
Krisumi Sales Lounge, Sector 36A, Gurugram, Haryana-122004.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post / speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

That in case there are joint Allottee, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him / her which shall for all intents and purposes to consider as properly served on all the Allottee.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment prior to the execution and registration of this Agreement for Sale for such Apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the rules and regulations made thereunder including other applicable laws prevalent in the state of Haryana for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing

which the same shall be settled through the authority and compensation if any may be adjudged by adjudicating officer under the Act, the Rules and regulations made thereunder.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement at Gurugram (city / town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name: Mr. / Ms. / Mrs. (First Allottee)
Address: _____

Please affix
photographs and sign
across the photographs

(2) Signature _____
Name: Mr. / Ms. / Mrs. (Second Allottee)
Address: _____

Please affix
photographs and sign
across the photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____ (Authorized Signatory)
Name: Mr. _____
C/o Krisumi Corporation Pvt. Ltd., 3rd Floor, Central Plaza Mall,
Golf Course Road, Sector 53, Gurugram at Gurugram on

Please affix
photographs and sign
across the
photographs

In the presence of:

WITNESSES 1:

_____ (Signature)

_____ (Name)

_____ (Address)

WITNESSES 2:

Alc