

ANNEXURE – 2

DRAFT OF AGREEMENT FOR SALE

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is executed at **Gurugram** on this ___ **Day of** ___, 2020.

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, Haryana- 122001** and its corporate office at **461-462 Udyog Vihar Phase-III Gurugram, Haryana (PAN - AAECV0565A)**, represented by its authorized signatory Mr./Ms. _____ (Aadhaar No. _____) duly authorized vide board resolution 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

_____, (Aadhaar No. _____) S/o, W/o, D/o _____, aged about _____ years, residing at _____, (PAN No. _____) as **First Allottee**
Along with _____, (Aadhaar No. _____) S/o, W/o, D/o _____, aged about _____ years, residing at _____ (PAN No. _____) 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**.

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;
- (d) “**Government**” means the Government of the State of Haryana;
- (e) “**Rules**” means the Real Estate (Regulation and Development) Rules, 2017 for the state of Haryana; and
- (f) “**Section**” means a section of the Act.

WHEREAS:

- A. Bluejays Realtech Private Limited, a company that existed under the provisions of the Companies Act, 1956 (hereinafter referred to as the “**Bluejays**”) was the absolute and lawful owner of a piece and parcel of land admeasuring 10.15 hectares (25.10 acres or 1,01,576.1 square meters) situated at Sector 36A, Village Sihi and Harsaru, Gurugram-Manesar Urban Complex, Tehsil and District Gurugram, Haryana (“**Larger Land**”) vide various sale deed(s) registered at the office of the Sub-Registrar;
- B. The Director General, Town and Country Planning, Haryana (“**DGTCP**”) had granted in favor of the Bluejays, approval/ sanction to develop the group housing colony vide approval dated 04.06.2013, bearing license/ sanction No. 39 of 2013 (“**License**”), last renewed on 21/06/2019;
- C. Bluejays and the Promoter had entered into a development rights agreement dated 28.06.2017 registered as document No. 993 at the office of the Sub-Registrar, Manesar for developing a group housing colony on land admeasuring 2.2004 hectares (5.4375 acres or 22004.7818 square meters) (“**Said Land**”), forming part of the Larger Land;
- D. The Said Land is earmarked for the purpose of building a residential group housing project, comprising 433 multistoried apartment(s) and the said project shall be known as ‘Waterfall Residences’ (“**Project**”);
- E. Bluejays had obtained approval on the layout plan/ building plan and other requisite approvals, from DGTCP and other concerned authorities for the said Project and the revised building plans have been sanctioned from DGTCP vide Memo No. ZP-915/AD(RA)/2018/1568 dated 12.01.2018. The Promoter agreed 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;
- F. Pursuant to order dated September 22, 2020 (“**Amalgamation Order**”), the National Company Law Tribunal, Chandigarh Bench at Chandigarh, approved the Scheme of amalgamation of Bluejays into the Promoter. Thus, pursuant to the said Amalgamation Order, entire rights, title and entitlements of Bluejays in the said the Larger Land (including the Said Land) and the Project, together with all the development and economic rights, are now vested solely in the Promoter.
- G. 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 Said Land on which the Project is to be constructed;
- H. The Promoter has registered the Project under the provisions of the Act with the Authority at Gurugram, having registration No. RC/REP/HARERA/GGM/2018/03 dated 08.05.2018.
- I. The Allottee had applied for a residential apartment in the Project vide application No. ____ dated _____ and has been allotted **Apartment no.** _____ having carpet area of _____ **square meter** (_____ **square feet**) (“**Carpet Area**”), on _____ (**_____**) **floor** in **Tower no.** ____ (“**Building**”) along with exclusive right to use ____ (**_____**) **number of Car parking** (if applicable) (“**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 (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**);
- J. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;

- K. 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;
- L. 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
- M. 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 H 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 the Allottee and the Allottee hereby agrees to purchase the Apartment for residential use along with Parking (if applicable) as specified in para H 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**"). Details of Total Price is provided in **Schedule C** of this Agreement.

Tower No.: -

Apartment No.: -

Type: -

Floor: -

Parking (if applicable): -

Explanation:

- (i) The Total Price as mentioned above includes the advance amount of **Rs. _____/- (Rupees _____)** ("**Advance Amount**") paid by the Allottee to the Promoter for the Apartment and Parking (if applicable);
- (ii) As of the date of this Agreement, the Allottee has paid a further sum of **Rs. _____/- (Rupees _____ Only)** to the Promoter (in addition to Advance Amount) 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.
- (iii) The Allottee agrees that 10% of the Total Sale Consideration shall be considered as booking amount for the purpose of this Agreement ("**Booking Amount**").
- (iv) The Total Price as mentioned above includes applicable GST, fees, charges, levies, cess, development charges (EDC & IDC), stamp duty payable on this Agreement and

conveyance deed, registration charges 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. or any directions from any department, even if retrospective in effect, 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;

- (v) 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;
- (vi) 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 of the Apartment] but also of the Common Areas, internal 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.
- (vii) The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from June 1, 2013) to deduct tax at source (TDS) , as applicable from each installment / payment to be paid by the Allottee. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter.

- 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, even if retrospective in effect. 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, the same shall not be charged from the Allottee.

Similarly, in case of any decrease (including with retrospective effect, if any) in any of the charges / costs / duties / fees / levies that may be notified by a competent authority, the same shall be adjusted proportionately in favour of the Allottee from the final installment to be paid by the Allottee as set out in the Payment Plan, and such adjustment shall be made following the intimation of such decrease by the Promoter / competent authority, as the case may be at the time of possession.

- 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 If the Promoter is required to make any additional / upgraded specifications, fixtures, fittings and provide any additional amenities, over and above those provided under this Agreement and/or required as per existing rules and regulations, due to any change in the Applicable Law or as per requirement of the Allottee, then the Promoter shall be entitled to raise the demand of such additional amount as additional costs and charges and the Allottee agrees to pay the same. The Allottee agrees to execute and register (if required), such other documents, as may be required by the Promoter in this regard.
- 1.8 Allottee understands and agrees that all efforts shall be made to receive and distribute bulk supply of electrical energy in the Project, and the Allottee agrees to abide by all the conditions of sanction of bulk supply. In such case, Allottee shall not apply for individual/ direct electrical supply connection to any authority responsible for supply of the same. Allottee undertakes to pay proportionate share as demanded by the Promoter of all deposits and charges paid/ payable to anybody/ commission/ regulatory/ licensing authority for the same.
- 1.9 Allottee may obtain finance from any financial institution/ bank for the purchase of the Apartment. However, it shall not be the responsibility of the Promoter to make arrangements or facilitate in sanctioning and disbursement of the loan to the Allottee and the Allottee’s obligation to make timely payments shall not be contingent upon the Allottee obtaining such financing. In cases of any circumstances, resulting in refund of the amount paid by the Allottee, if any, such refund shall be made by the Promoter directly to such financial institution / bank, subject to the deductions as agreed under this Agreement, and the same shall be deemed to have been refunded to the Allottee. No other claim, monetary or otherwise shall lie against the Promoter or the Apartment.
- 1.10 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 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 in a pro rata manner.

If the increase in the Carpet Area of the Apartment is more than 5% (five percent), Promoter shall seek consent of the Allottee. In case the Allottee consents to the change then the Promoter may demand excess amount from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. In case, Allottee refuses to accept the increase, Promoter may offer a similar unit, subject to availability. If the Allottee accepts such alternate unit, the applicable increase or reduction in the Total Price resulting due to such change shall be payable by or refundable to the Allottee, as the case may be. Else, the Allottee shall be refunded the amounts received against the Total Price along with interest thereon, at the rate and procedure prescribed in the Rules. No other claim, monetary or otherwise, shall lie against the Promoter.

1.11 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 of the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the state of Haryana. 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, subject to feasibility/guidelines /timings as may be decided by the Promoter.
- (iv) The Allottee shall have the right to exclusive use but no title to the allotted Parking, if any.

1.12 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 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.

- 1.13 The Allottee hereby agrees and acknowledges that the Allottee has understood all limitations, restrictions, requirements, terms, and obligations of the Promoter and that of the Allottee in respect thereof. The Allottee acknowledges that the Promoter is responsible for development of the Project within the boundaries of the Project and all development outside the boundaries of the Project are subject matter of various government departments/ authorities and Allottee shall not delay the payment or withhold the payment or hold the Promoter responsible for delay in development of the areas outside the boundaries of the Project or provisioning of the services by the Authorities, even though charges for the same may have been paid by the Allottee;
- 1.14 The Promoter/ its associates owns the Larger Land and propose to develop the remaining part of the Larger Land (excluding the Said Land) in a phased manner as and when deemed fit by the board of directors of the Promoter/its associates. It is agreed that a corporate restructuring exercise involving the Promoter/ and its associates may be undertaken to facilitate the development of the remaining area of Larger Land in a commercially viable manner by way of sale/merger/de-merger or otherwise (as may be decided at their discretion). The Allottee shall not raise any objection or dispute at any time in this regard. The Allottee hereby agrees to provide his/her/its consent for the said restructuring (if required by applicable law) and to execute appropriate documents in this regard at the request of the Promoter and its associates. However, the rights of the Allottee in the Apartment or the Project shall not be prejudiced due to such restructuring.
- 1.15 The Allottee shall not have any right on any other part of the Larger Land (other than the Said Land) under the License, which does not form part of the Project. The Promoter /its associates plan to seek additional licenses, in addition to the License, and the Allottee shall have no objection to the grant of the said licenses and/or development thereunder. The development contemplated to be carried out on the Larger Land (other than the Said Land) may be simultaneous with or after the development of the Project. With respect to the developments and/or constructions that may take place on the Larger Land (other than the Said Land) (i) no right or interest shall be created hereunder; and (i) no impression/ representation of any kind is given hereunder.
- 1.16 The Allottee confirms having obtained independent advice/ forming independent opinion on all the aspects and features before deciding to proceed further. Accordingly, the Allottee confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications and all applicable laws. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee. The Allottee has relied upon personal discretion, independent judgment and investigation and being fully satisfied with the present Agreement has decided to enter into this Agreement for the purchase of the Apartment.
- 1.17 It is being made clear by the Promoter and agreed by the Allottee that the Apartment along with the Parking, if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Allottee independent of the other.

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 PVT. LTD. - Waterfall Residences Collection A/C**" payable at New Delhi/Gurugram. For RTGS details. **Account No. 258722687226, Bank - IndusInd Bank Ltd, Branch - Gurugram, Branch**

Address - First India Place, Ground Floor, M.G. Road, Gurugram-122002, IFSC Code - INDB0000022

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.
- 3.3 The Promoter shall not accept any third party making payment/ remittances on behalf of any Allottee. All payments from third party(ies) are liable to be rejected and returned directly to said third party.

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. The Allottee agrees that the Promoter shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue installments and thereafter, towards overdue installments or any other outstanding demand (made in accordance with the Act and Rules) and finally, the balance, if any, would be adjusted towards the current installment or current dues.

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 30th June 2024 (“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 subject to deduction of (a) interest on delayed payments and (b) GST which has already been paid to the Government and is non-recoverable as per applicable laws. 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 Allottee, prior to taking possession of the Apartment, agrees to inspect the Apartment so that in the event of any incomplete works or defects, the same can be resolved by the Promoter and to pay to all outstanding dues and payments as per terms of this Agreement.

The Allottee agrees that it shall resolve complaints, if any, with regard to the construction or quality of workmanship of the Apartment which have been directly executed by the Promoter, prior to assuming possession.

The Allottee shall be entitled to the possession of the Apartment only after making the complete payment of the Total Price along with such other charges as payable under and in

terms of this Agreement and subject to the execution of such documents by the Allottee, as may be required by the Company.

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 Company, 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 and holding charges @ Rs. 14 (Rupees Fourteen Only) per sq. ft. per month of the Carpet Area of the Apartment (“**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. In such circumstances, the Promoter shall postpone the execution and registration of Conveyance Deed and handing over possession of the Apartment until the entire outstanding dues along with interest for delayed payment, if any, applicable maintenance charges and Holding Charges as may be applicable thereon, along with applicable GST have been fully paid by the Allottee. The Allottee agrees that such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge as provided for in this Agreement.

- 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 shall return the Allottee, the entire amount paid by the Allottee, subject to the deduction of the Booking Amount, interest paid and/or due to be paid by the Allottee on delayed payment and any brokerage incentive paid by the Promoter to the broker/channel partner, if any, along with amount paid towards GST and which is non-recoverable by the Company. The balance amount of money (if any) paid by the Allottee shall be returned by Promoter to the Allottee, without any interest or compensation within 90 (ninety) days of such cancellation. 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).

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him/her/them due to defective title of the Said 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.

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 Said Land; the Promoter has requisite rights to carry out development of the Project and absolute, actual, physical and legal possession of the Said 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 Said Land is currently mortgage in favour of IndusInd Bank.
- (iv) There are no litigations pending before any court of law with respect to the Said Land, Project or the Apartment
- (v) 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;
- (vi) 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;
- (vii) 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 Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) 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;
- (ix) 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;
- (x) The Said 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 Said Land;
- (xi) 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;
- (xii) The Allottee hereby acknowledges that approximately 0.1975 (zero point one nine seven five) acres out of the Said Land is being acquired for the (i) 90 (ninety) meter sector road (CPR), (ii) adjoining green belt, and (iii) service road as per the current alignment ("**Land Acquisition**"). Apart from the notices that have been received for the purposes of the Land Acquisition, no other notices 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 Said Land) has been received by or served upon the Promoter in respect of the Said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure, court orders, Government Policy/ guidelines, policy / guidelines of competent authorities, decisions affecting the regular development of the Project or any other event / reason of delay recognized or allowed in this regard by the Authority, 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 (as per specifications) 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 2 (two) 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, as and when the amount becomes due as per payment plan, at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed 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 after forfeiting the Booking Amount, interest paid and/or due to be paid by the Allottee on delayed payment and any brokerage incentive paid by the Promoter to the broker/channel partner, if any, along with amount paid towards GST and which is non-recoverable by the Company. 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 (if any) paid by the Allottee shall be returned by the Promoter to the Allottee without interest or compensation within 90 (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.
- (iii) Further, additionally the Allottee shall be considered under a condition of Default, in case the Allottee fails to comply with the conditions under the notice for offer of possession, including taking over of possession of the Apartment, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Promoter in this regard then the Promoter may cancel the allotment of the Apartment along with the Parking (if applicable) if any, and refund the money paid by the Allottee by forfeiting the Booking Amount, interest paid and/or due to be paid by the Allottee on delayed payment and any brokerage incentive paid by the Promoter to the broker/channel partner, if any, along with amount paid towards GST and which is non-recoverable by the Company. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 (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.

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 the date of issuance of the occupancy certificate / completion certificate, as the case may be. 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. In case the Allottee has availed of a loan, the conveyance deed shall be executed only upon receipt of no-objection certificate from such financial Institution / bank and original conveyance deed shall be handed over / collected by such financial Institution / bank. Payment of the stamp duty and registration charges (as applicable on the Conveyance Deed) and other charges by the Allottee as per this Agreement shall be a pre-condition for execution of the conveyance deed.

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 Allottee undertakes to pay maintenance charges as provided for in the maintenance agreement (to be separately executed between the Allottee and the maintenance agency appointed by the Promoter) at the time of handing over the possession of the Apartment. Once the maintenance of the Project is handed over to the association of allottees or competent authority, as the case may be, the Allottee shall pay the maintenance charges to the said association of allottees or the maintenance agency appointed by it.

Power back-up for the installed electrical load for the Apartment shall be made available subject to timely payment of maintenance charges by the Allottee. The Allottee shall not be entitled to claim any damage/loss whether direct or consequential from the Promoter / maintenance agency or any entity providing the power back-up in the event of low voltage, low frequency, inconsistent, erratic or non-availability of such power back-up or any failure due to any reason beyond the control of the Promoter and/or the maintenance agency / any other entity providing the power back-up. The provision for the power back-up shall be done through DG Sets, capacity for which shall be decided by the Promoter considering a suitable diversity and load factor and shall be subject to the Applicable Laws. The Allottee shall make use of energy efficient light fixtures and fittings.

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, or (ii) any act, omission or negligence attributable to the Allottee or non-compliance of any Applicable Laws by the Allottee; or (iii) ordinary wear and tear in due course.

The Allottee also agrees and understands that the Promoter shall not be held responsible or liable for giving any warranty of movable items / appliances which have been part of the Apartment and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto. The Promoter shall transfer the warranty provided by the manufacturer / vendor to the Allottee and any claim or dispute in this regard, shall be raised by the Allottee, directly with the original equipment manufacturer / vendor. The usage of all the fixtures, fittings and other installations whether in terms of this Agreement or otherwise shall be as per the usage guidelines as provided by the Promoter / the manufacturer / the Maintenance Agency / the association of allottees.

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 Waterfall Residences/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.
- 15.3 The Allottee/ association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The structure of the building / Project shall be insured by the association of allottees or maintenance agency (on behalf of the association), against the risks of fire, earthquake, lightening, riots and civil commotion, terrorism and other perils and the premium cost thereof shall be payable proportionately by the Allottee as and when demanded by the association of allottees / maintenance agency, as the case may be. The Allottee shall not do or permit to be done any act which may render void or voidable such insurance or cause any increase in the premium payable in respect thereof for which the Allottee shall be solely responsible and liable. However, insurance, if any, of any items/ things/ articles inside the Apartment and third party risk shall be solely at the risk and cost of the Allottee.
- 15.5 The Allottee understands and agrees that fire-fighting equipment as may be required inside the Apartment shall be installed by the Allottee at its own cost.

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 has no 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.

However, the Promoter shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Allottee to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold units/apartments within the Project, as per the Applicable Laws and guidelines, permissions / directions or sanctions by the competent authority and the Allottee agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.

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.

However, the Promoter shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the Apartment, subject to the Apartment being free of any encumbrance at the time of execution of the Conveyance Deed. In the event that a mortgage or charge has been created on the Apartment/Said Land, prior to the execution of this Agreement, then the relevant financial institution/bank shall have the first lien/charge on the Apartment/Said Land up to the date on which the Conveyance Deed takes effect, and such financial institution/bank shall also have a *pari passu* lien/charge on the Apartment/Said Land for receivables of the Apartment/Said Land from the Allottee in respect of the Apartment.

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

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.

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, at the cost and expenses of the Allottee.

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 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 60 (sixty) days from the date of its receipt by the Allottee or the Allottee does not come forward or is incapable of executing the same within the said 60 (sixty) day period, then in such a case, the Promoter shall have the right to terminate the provisional allotment and refund the entire Advance Amount paid by the Allottee without any interest or compensation within a period of 90 days from the termination. The amount shall be refunded in name of first applicant only.

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.

The Allottee shall be entitled to sell/transfer/convey/assign the Apartment only upon obtaining a NOC from Promoter subject to the new buyer/assignee/transferee agreeing to abide by the terms and conditions of this Agreement for Sale or any other agreement executed between the Promoter and the Allottee, in force.

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:

**Name of Allottee
(Allottee Address)**

**Krisumi Corporation Pvt. Ltd.
3rd Floor, Central Plaza Mall,
Golf Course Road, Sector 53,
Gurugram – 122001, Haryana**

**Promoter name
(Promoter Address)**

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 adjudicating officer appointed under the Act.

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 _____
Address _____

Please affix photographs and sign across the photographs

(2) Signature _____
Name _____
Address _____

Please affix photographs and sign across the photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorized Signatory) _____
Name _____
Address _____
At _____ on _____

Please affix photographs and sign across the photographs

In the presence of:

WITNESSES:

1. Signature _____
Name: _____
Address _____

2. Signature _____
Name: _____
Address: _____

SCHEDULE 'A' - DESCRIPTION OF THE APARTMENT FOR RESIDENTIAL USAGE AND PARKING (IF APPLICABLE)

A. DESCRIPTION OF THE UNIT APPLIED FOR:

- (i) Unit No. :
- (ii) Unit Type :
- (iii) Tower No. :
- (iv) Floor No. :
- (v) Saleable/Super Area :
- (vi) Carpet Area :
- (vii) Balcony(ies) Area :
- (viii) External Wall Area :
- (ix) Exclusive Area (vi+vii+viii):
- (x) Car Parking Usage Rights :
- (xi) Fully Furnished Apartment : Yes/No (If Yes, then please refer Schedule 'D' Extra Furnishes in Fully Furnished Apartment)

Note: 1 square meter = 10.764 square feet

B. MODE OF BOOKING

SCHEDULE 'B' - FLOOR PLAN OF THE SAID APARTMENT

DRAFT COPY

SCHEDULE 'C' – DETAILS OF TOTAL PRICE AND PAYMENT PLAN

I: TOTAL PRICE

S. No.	Price Description	Amount in Rs.
A.	Box Price (BP) at the rate of Rs. _____ Per Square Meter of Carpet Area (i.e. Rs. _____ Per Sq.ft.)	
B.	EDC & IDC	
C.	Other Charges	
D.	Sale Consideration (A+B+C)	
E.	Goods & Service Tax* (GST)	
F.	Total Sale Consideration (D + E)	
G.	Interest Free Maintenance Security Deposit (IMFSD)	
H.	Stamp Duty and Registration Fee on the Agreement for Sale*	
I.	Stamp Duty and Registration Fee on the Conveyance Deed*	
	Total Price (F + G + H + I)	

* as per the prevailing rates & regulations and are subject to change.

II: Payment Plan

Terms and Conditions

- All Cheques/drafts to be made in favor of "KRISUMI CORPORATION PVT. LTD. - Waterfall Residences Collection A/C" payable at New Delhi/Gurugram. For RTGS details. Account No - 258722687226, Bank - IndusInd Bank Ltd, Branch - Gurugram, Branch Address - First India Place, Ground Floor, M.G. Road, Gurugram-122002, IFSC Code - INDB0000022
- BP is inclusive of right to use of ___ (____) car parking space and lifetime membership of the club.
- EDC & IDC are pro-rated per unit as applicable, any revision would be charged on pro-rata basis from the Applicant(s).
- Other Charges are towards electricity, water and gas connection and meter charges.
- The payment would be considered subject to realization of the instrument. In case of dishonor of cheque for any reason, the Company may cancel the booking/allotment without any intimation, and Applicant(s) shall be further liable to pay cheque dishonor charges of Rs. 1,000/- (Rupees One Thousand only) along with applicable GST, to the Company.
- The Stamp Duty and Registration Fee shall be collected and further paid by the Company as a pure agent under GST and other applicable Laws.
- GST, Development Charges, Registration Fee and Stamp Duty mentioned in this Allotment Letter are as per the prevailing rates and regulations and are subject to change.
- The date of clearing of the instrument shall be deemed to be the date of payment.
- All payments towards BP, EDC & IDC, IFMSD, Other Charges, other statutory charges or any incidence of tax (current and/or retrospective), maintenance or any other charges shall be payable by the Applicant(s) as and when demanded by the Company or its nominated maintenance agency.
- To avoid penal consequences under the Income Tax Act 1961, where sale consideration for the Apartment exceeds Rs. 50 Lakhs, Allottee is required to comply with provisions of Section 194 IA (effective from 1st June 2013), by deducting TDS, as applicable from each instalment/payment. Allottee will furnish the challan cum certificate of TDS deposit (form 26QB) within 7 days from the date of tax so deposited. Following necessary particulars to be filled up in form 26QB are as under: -
 - a. Name of Transferor: Krisumi Corporation Private Limited
 - b. PAN of Transferor: AAECV0565A
 - c. Address: Central Plaza Mall, 3RD Floor, Sector-53, Gurugram-122001, HaryanaNo credit will be given for TDS in case wrong particulars are filled in Form 26QB inadvertently or otherwise.

- It shall be the sole responsibility of Allottee who is non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India.
- Payments from any third party (other than the Allottee) shall not be accepted. In case any payment has been credited to Company's account, the same shall be returned directly to the said third party and will further give right to the Company to terminate this Allotment Letter.
- The milestone/installment plan/development linked stage will be attributed to the particular Tower in which the Apartment is located and can be called for payment and become payable on demand in any order irrespective of the sequence, upon achievement of such milestone at site.
- Interest would be charged on delayed payment from the due date of each instalment as per applicable laws.
- In case the Company provides the subvention plan then it is applicable to Allottee(s) who are eligible to obtain a home loan from subvention-empanelled HFC.

SCHEDULE 'D' – SPECIFICATIONS OF THE APARTMENT

LIST OF SPECIFICATIONS		
1. LIVING/DINING/FOYER/FAMILY LOUNGE		
1.1	FLOOR	ENGINEERED WOODEN FLOORING
1.2	WALLS	ACRYLIC EMULSION PAINT FINISH
1.3	CEILING	ACRYLIC EMULSION PAINT WITH FALSE CEILING. (EXTENT AS PER DESIGN)
2. MASTER BEDROOM/DRESSROOM		
2.1	FLOOR	PREMIUM QUALITY LAMINATED WOODEN FLOORING
2.2	WALLS	ACRYLIC EMULSION PAINT
2.3	CEILING	ACRYLIC EMULSION PAINT
2.4	MODULAR WARDROBES	NA
3. MASTER TOILET		
3.1	FLOOR	VITRIFIED TILES
3.2	WALLS	VITRIFIED TILES
3.3	CEILING	ACRYLIC EMULSION PAINT FALSE CEILING
3.4	COUNTERS	GRANITE STONE
3.5	SANITARY WARE/CP FITTINGS	TOTO OR EQUIVALENT / GROHE OR EQUIVALENT
3.6	FITTING/FIXTURES	NA
4. BEDROOMS		
4.1	FLOOR	PREMIUM QUALITY LAMINATED WOODEN FLOORING
4.2	WALLS	ACRYLIC EMULSION PAINT FINISH
4.3	CEILING	ACRYLIC EMULSION PAINT FINISH
4.4	WARDROBES	NA
5. TOILET		
5.1	FLOOR	VITRIFIED TILES
5.2	WALLS	VITRIFIED TILES
5.3	CEILING	ACRYLIC EMULSION PAINT FALSE CEILING
5.4	COUNTERS	GRANITE STONE

5.5	SANITARY WARE/CP FITTINGS	TOTO OR EQUIVALENT / GROHE OR EQUIVALENT
5.6	FIXTURES	NA
6. KITCHEN		
6.1	FLOOR	VITRIFIED TILES.
6.2	WALLS	TILES AND ACRYLIC EMULSION PAINT.
6.3	CEILING	ACRYLIC EMULSION PAINT ON FALSE CEILING
6.4	COUNTERS	GRANITE STONE
6.5	FIXTURES	MODULAR KITCHEN WITH HOB AND CHIMNEY
6.6	KITCHEN APPLIANCES	CP FITTINGS SINK WITH DRAIN BOARD
7. UTILITY ROOMS/UTILITY BALCONY/TOILET		
7.1	FLOOR	TILES
7.2	WALLS & CEILING	OIL BOUND DISTEMPER
7.3	TOILET	ANTI-SKID TILE FLOORING AND COMBINATION OF OIL BOUND DISTEMPER AND TILES ON WALLS.
7.4	BALCONY	ANTI-SKID TILE ON FLOOR, EXTERIOR PAINT ON WALL AND CEILING

SCHEDULE 'D' – EXTRA FURNISHES IN FULLY FURNISHED APARTMENT

EXTRA FURNISHES IN FULLY FURNISHED APARTMENTS

General	Kitchen	Study (where applicable)
✔ Video Door phone	✔ 300 Litre fridge	✔ Study table and chair
✔ Wifi Router	✔ Utensils for cooking	✔ Wall Storage
✔ Intercom	✔ Geyser	
✔ All wall and ceiling lights	✔ Dishwasher	Toilets
✔ All fans	✔ Microwave	✔ Geysers in all toilets
✔ Shoe Rack	✔ Toaster	✔ Bath tub and Japanese WC in master bedroom; Glass partitions in all other toilets
	✔ Electric Kettle	✔ Vanity
Living Area	✔ Mixer Grinder	✔ Towel Racks
✔ Air Purifier	✔ RO	✔ Mirror lights
✔ Mini Fridge	✔ Exhaust Fan	✔ Exhaust Fan
✔ One 50 inch TV		
✔ Sofa set	Bedrooms	Main Balcony
✔ Center Table	✔ One 43 inch TV with Console in Master Bedroom	✔ 2 Outdoor chairs with center table
✔ Side Table	✔ One electronic safe	
✔ TV Console	✔ Beds with side tables in every bedroom	Service Balcony
✔ 6-Seater dining table set	✔ Mattresses	✔ Washing Machine with Dryer
✔ Rug	✔ Wardrobe in every bedroom	
✔ Art	✔ Drapes	
✔ Table Lamp		
✔ Drapes		

APARTMENT SPECIFICATION: ADD ON PACKAGES

	No Add on
	Basic Add on <ol style="list-style-type: none">1. Wardrobes in Master bedroom & Other bedrooms2. Geysers in Toilets & Kitchen3. Exhaust fan in Toilets & Kitchen
	Upgrade Add on <ol style="list-style-type: none">1. Wardrobes in Master bedroom & Other bedrooms2. Geysers in Toilets & Kitchen3. Exhaust fan in Toilets & Kitchen4. Vanity under counter in Toilets5. Storage behind mirror above counter in Toilets6. Shower partition in Toilets7. Accessories in Toilets (Towel rail & Tissue paper holder)
	Full Add on <ol style="list-style-type: none">1. Wardrobes in Master bedroom & Other bedrooms2. Geysers in Toilets & Kitchen3. Exhaust fan in Toilets & Kitchen4. Vanity under counter in Toilets5. Storage behind mirror above counter in Toilets6. Shower partition in Toilets7. Accessories in toilets (Towel rail & Tissue paper holder)8. Ceiling Fan in Living/Dining, All bedrooms & Wall fan in kitchen9. Light fixtures in Living/Dining & All Rooms

SCHEDULE 'E' – SPECIFICATION, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT

SPECIFICATION OF CONSTRUCTION		
Specification of apartments and other buildings including the following:		
1.	FLOORING DETAILS OF VARIOUS PARTS OF HOUSE	ENGINEERED WOODEN FLOORING, PREMIUM QUALITY LAMINATED WOODEN FLOORING, VITRIFIED TILES
2.	WALL FINISHING DETAILS	ACRYLIC EMULSION PAINT FINISH, VITRIFIED TILES, TILES AND ACRYLIC EMULSION PAINT.
3.	KITCHEN DETAILS	VITRIFIED TILES, TILES AND ACRYLIC EMULSION PAINT, ACRYLIC EMULSION PAINT ON FALSE CEILING, GRANITE STONE, MODULAR KITCHEN WITH HOB AND CHIMNEY, CP FITTINGS SINK WITH DRAIN BOARD.
4.	BATHROOM FITTINGS	TOTO OR EQUIVALENT / GROHE OR EQUIVALENT
5.	LIFT DETAILS	4 HIGH SPEED PASSENGER ELEVATORS IN EACH TOWER. AS A SPECIAL SECURITY FEATURE, EACH TOWER HAS 2 ELEVATORS FROM THE BASEMENT.
6.	EXTERNAL GLAZINGS	ALUMINIUM GLAZED DOOR AND WINDOW
7.	MAIN DOORS	MODULAR DOOR WITH VENEER AND POLISH (2.4M HIGH)
8.	INTERNAL DOORS	MODULAR DOOR WITH LAMINATE (2.4M HIGH)
9.	AIR CONDITIONING	VRV AIR-CONDITIONING SYSTEM WITH ONE OUTDOOR MODULE FOR THE ENTIRE APARTMENT. DUCTABLE UNIT IN LIVING DINING
10.	ELECTRICAL FITTINGS	MODULAR SWITCHES LED LIGHTING FIXTURE IN BALCONY TOILET KITCHEN AND CORRIDOR.
11.	LPG PIPELINE	UNINTERRUPTED LPG GAS SUPPLY TO EVERY KITCHEN THROUGH A NETWORK OF SAFE PIPING WITH INDIVIDUAL GAS METER.

AMENITIES & FACILITIES:

1. Round the Clock Security
2. 24 Hours Electricity & water
3. 100% Power Back-up
4. LPG Piped Gas System
5. Open & Covered Parking Spaces
6. All the lobbies are Air-conditioned
7. High speed elevators with service lift
8. Kid's Playroom & Kid's Playground
9. Club House with Banquet Hall, Restaurant, Cafe, Theatre, Gymnasium, Spa, Treatment Room, Jacuzzi & Terrace garden
10. Swimming Pool
11. Convenience Store
12. Landscape & Green Areas
13. Water Feature
14. Seating areas
15. Squash Court & Tennis court