

THE KINGSTOWN HEIGHTS

PLEASE READ CAREFULLY...

Important Terms & Conditions to the Allottee(s)

The Allottee(s) confirms that the Allottee(s) has/had read and understood this Agreement, that contains the detailed terms and conditions and in addition, the Allottee(s) further confirms to have fully understood all the terms and conditions of the Agreement and the Allottee(s) is agreeable to perform his/ her/its obligations as per the conditions stipulated in the Agreement. The Allottee(s) acknowledges that he/she is free to obtain legal advice in connection with this Agreement and has not been barred from doing so. Thereafter the Allottee(s) has/had applied for allotment of an apartment in the Said Project (hereinafter defined) and has requested the Developer to allot an apartment. The Allottee(s) has now agreed and confirms that he/she is agreeable to sign the Agreement in its entirety and to abide by the terms and conditions of the Agreement governing the allotment of the Apartment (hereinafter defined and referred to as the 'said Unit/Apartment') and the terms and conditions mentioned herein.

The Allottee(s) agrees to execute two (2) copies of the Agreement for each apartment to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the Said Apartment. The Allottee(s) agrees and understands that if the Allottee(s) fails to execute and deliver the Agreement along with all Schedule(s) in its original form and the amounts due and payable as per the payment plan within thirty (30) days from the date of its receipt by the Allottee(s) via registered post (AD), then the Allottee(s) authorizes the Developer to cancel the allotment of the Said Apartment and upon such cancellation, the Allottee(s) consents and authorizes the Developer to forfeit the Booking Amount/ Earnest Money along with non-refundable amount (herein after defined). Thereafter the Allottee(s) agrees that he/she shall be left with no right, title or interest whatsoever in the said Apartment.

The Allottee(s) further agrees and understands that the Developer is not obliged to send any notice / reminders in this regard.

The terms and conditions contained in this Agreement are without prejudice to any proceedings pending before any Court or Tribunal in India, and are not and should not, in any manner, be considered as any form of admission of liability in connection with the issues pending for adjudication in such proceedings. This Agreement is subject to and accordingly, may be modified based on any directions or orders by any Court or Tribunal in India and such modification pursuant to the aforementioned directions or orders shall be binding on the parties to this Agreement.

The Agreement shall be binding on the Developer upon being executed by the Developer through its authorized signatory. The Developer reserves the right to request further information as it may reasonably require concerning the Allottee(s). Once the Developer signs the Agreement after

execution by the Allottee(s), then one signed copy of the Agreement will be returned to the Allottee(s) for his/her own record and the other copy will be retained by the Developer.

The Allottee(s) confirms to have read and understood the above instructions and the clauses of the Agreement, its Schedule(s), etc. and the Allottee(s) has now executed this Agreement and undertakes to faithfully abide by all the terms and conditions of this Agreement.

_____ (Allottee(s))

1. Kindly sign along with joint Allottee(s), if any, on all places mentioned **"Allottee(s)"** in the Agreement including all Schedule(s).
2. Kindly paste at the space provided, colour photographs including of joint Allottee(s) and sign across the photographs.
3. Both of the signed copies of the Agreement with all the Schedule(s) in its original form shall be returned to the Developer by registered post (AD)/hand delivery only within the time stipulated.
4. Kindly sign next to the apartment plan in Schedule D as applied by the Allottee(s).
5. Witnesses signatures to be done only on page no _____.

APARTMENT BUYER'S AGREEMENT

This Apartment Buyer's Agreement ("**Agreement**") is being executed at Gurugram on this ___ day of ___ 202_,

By and Between

Navraj Township Pvt. Ltd. [CIN No. U68200HR2023PTC110200 and PAN No.- AAICN7651D], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Shop No. - 38, Vatika City Market, Sector - 49, Gurgaon, Haryana, India, 122018, represented by its Authorized Signatory Mr. _____ authorized vide board resolution dated _____, (hereinafter referred to as the "**DEVELOPER**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns, of the **FIRST PART**:

AND

[If the Allottee is an Individual]

1. Mr./Ms. _____, (Aadhaar no. _____) son / daughter of Mr. _____, aged about _____ Years, residing at _____ (PAN _____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).
- 2.* Mr./Ms. _____, (Aadhaar no. _____) son / daughter of Mr. _____, aged about _____ Years, residing at _____ (PAN _____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).
- 3.* Mr./Ms. _____, (Aadhaar no. _____) son / daughter of Mr. _____, aged about _____ Years, residing at _____ (PAN _____), hereinafter called the "**Allottee**" (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

4.* Mr./Ms. _____, (Aadhaar no. _____) son / daughter of Mr. _____, aged about _____ Years, residing at _____ (PAN _____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[If the Allottee is a Company]

M/s _____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN _____), represented by its 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).

[OR]

[If the Allottee is a Partnership]

M/s _____ a partnership firm registered under the Indian Partnership Act, 1932, having its office at _____ (PAN _____), represented by its authorized partner, _____ (Aadhaar No. _____) authorized *vide* _____, 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).

[OR]

[If the Allottee is a Sole Proprietorship Firm/HUF]

M/s _____ (PAN _____)
_____) a Sole Proprietorship Firm/HUF having its place of
business _____ / _____ residence _____ at
_____, through its Sole Proprietor/Karta Mr.
_____ (Aadhar
No. _____) son/daughter of Mr.
_____ aged about _____ years, 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).

[*Please insert details of other allottee(s), in case of more than one allottee]

AND

Ramprastha Buildtech Pvt. Ltd, M/s Ramprastha Promoters Pvt. Ltd., M/s Ramprastha Developers Pvt. Ltd., M/s Ramprastha Realtors Pvt. Ltd., M/s Ramprastha Promoters & Developers Pvt. Ltd., M/s SA Propbuild Pvt. Ltd., M/s Ramprastha Township Pvt. Ltd., M/s A.S. Realbuild Pvt. Ltd., M/s BSY Infrastructure Pvt. Ltd., M/s BSY Developers Pvt. Ltd., M/s SA Infracon Pvt. Ltd. all companies incorporated under the provisions of the Companies Act, 1956/2013, having registered office(s) at Plot no. 114, Sector-44, Gurugram , Haryana, represented through the Developer vide Power of attorney dated _____ & _____ by Mr. _____, (hereinafter referred to as the "**Land Owner/ Confirming Party**") , which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns, of the **OTHER PART**.

The "**Developer**", "**Land Owner/ Confirming Party**" and the "**Allottee(s)**" are collectively hereinafter referred to as the "**Parties**" and individually as a "**Party**", as the context demands.

DEFINITIONS:

- i. "**Act**" means the Real Estate (Regulation and Development) Act, 2016, its Rules and subsequent amendments thereto;
- ii. "**Association of Allottee(s)**" means the association of allottee's formed at the Project as may be got registered under the Haryana Apartment Ownership Act, 1983 and as recognized by the Developer from time to time.
- iii. "**Booking Amount/ Earnest Money**" means 10% of Total Sale Consideration received from the Allottee(s) at the time of booking of the Said Apartment.

- iv. **“Apartment Buyer’s Agreement”** means this Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the said Apartment in the said Project, executed by the Allottee(s) and Developer.
- v. **“Carpet Area”** shall mean net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive open terrace area/ exclusive verandah/ lawn/ garden area appurtenant to the Unit/ Apartment for exclusive use of the Applicant, but includes the area covered by the internal partition walls of the unit/ Apartment.
- vi. **“Exclusive Areas”** shall mean exclusive balcony and/or exclusive open terrace, stilt area and/or basement area and/or exclusive verandah/ Lawn/ Garden (as may be applicable) appurtenant to the Apartment /Unit and meant for exclusive use of the Applicant and other areas appurtenant to the Apartment /Unit for exclusive use of the Applicant.
- vii. **“Super Areas”** shall be sum of Carpet Area and area of the balcony of the said Apartment/ Limited Common Areas (if applicable) and its pro rata share of Common Areas in the said Building in which the said Apartment is located. It is specifically made clear that the computation of Super Area shall not include the terraces (unless specifically agreed herein) of the said Building/said Project, and all areas specifically excluded by the Developer as per the definition of Common Areas mentioned herein.
- viii. **“Common Areas”** shall mean all such areas and facilities in a tower / building in which the Apartment is situated, which the Allottee(s) shall be entitled to use by sharing with the other occupants of the said tower/building including entrance lobby at ground floor, corridors and passages, atrium, common toilets, lift shafts, lifts and lift lobbies, security / fire control room(s), all electrical and fire-fighting shafts, D.G. shafts, pressurization shafts, plumbing and fire shafts on all floors and rooms, staircases, munties, lift machine rooms and water tanks. In addition, entire services area on the terrace including but not limited to electric substation, transformers, D.G. set rooms, underground water and other storage tanks, AC plant room, pump rooms, maintenance and services rooms, fan rooms and circulation areas, all projections and structures for rain-water harvesting, etc. shall be counted towards Common Areas. It shall also include such parking areas, passages, driveways, storage space, spaces for security, as required or specified for common use of the building. All other parts of the building necessary for maintenance, safety and common use of all the occupants of the building shall also form part and parcel of the Common Areas. It also includes such areas as may be declared to be common areas and Limited common areas in the Declaration Deed to be filed by the Developer upon completion or part completion of the Project, as the case may be. The Car Parking Area and Additional Car Parking Area allotted/ purchased to/ by the Allottee(s) shall be excluded from the Common Areas. The Common Areas shall remain un-divided and neither the Allottee(s) nor any other occupier of any apartment / unit or any person shall be entitled to seek a partition or division of any part thereof;

- ix. **“Conveyance Deed”** means the Deed of Conveyance which shall convey title of the Said Apartment in favor of the Allottee(s).
- x. **“Declaration”** shall mean the Deed of Declaration (including any amended Declaration) to be filed under the Haryana Apartment Ownership Act, with the competent authority, with regard to the said Apartment / said Building / said Project.
- xi. **“External Development Charges (EDC)”** means the charges levied or leviable on the said Project/ said Land (whatever name called or in whatever form) by the Government of Haryana or any other Governmental Authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.
- xii. **“Force Majeure”** means any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the regular development of the real estate project, which shall include but not be limited to:
 - a. acts of God i.e. fire, drought, flood, cyclone, earthquake, pandemics, lockdown, social distancing restrictions, epidemics, natural disasters or any other calamity caused by nature;
 - b. explosions or accidents, air crashes and shipwrecks;
 - c. strikes or lock outs, industrial dispute;
 - d. non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - e. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all of the terms and conditions as agreed in this Agreement;
 - g. any legislation, order or rule or regulation made or issued by the Government or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Building / Said Project or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority (ies) become subject matter of any suit / writ before a competent court or for any reason whatsoever;

- h. any order/direction passed by any officer / statutory authority / Government / court of law which results in suspension/stoppage of construction/development of the Project;
 - i. any event or circumstances analogous to the foregoing.
- xiii. **“Governmental Authority”** or **“Governmental Authorities”** or **“Statutory Authority”** shall mean any government authority, statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Project/ Said Building is situated;
 - xiv. **“HARERA”** shall mean and imply Haryana Real Estate Regulatory Authority, Gurugram.
 - xv. **“IFMS”** means the Interest Free Maintenance Security Deposit to be paid by the Allottee(s) for the maintenance and upkeep of the Said Project/ Said Building to be paid as per the Payment Plan (attached as Schedule C to this Agreement) to the Developer or to the nominated Maintenance Agency.
 - xvi. **“Infrastructure Development Charges (IDC)”** shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities, etc. includes additional levies, fees, cesses, charges and any further increase in any such charges;
 - xvii. **“Maintenance Agency”** means the Developer, its nominee(s) or Association of Allottee(s) or such other agency/ body/ Developer to whom the Developer may handover the upkeep and maintenance of the Project and who shall be responsible for carrying out the maintenance of the Said Project/ Said Building.
 - xviii. **“Maintenance Agreement”** means the maintenance agreement to be executed between the Allottee(s) and the Developer / nominated Maintenance Agency.
 - xix. **“Maintenance and Operation of the Common Areas and Facilities Charges/ Maintenance Charges”** shall mean the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services of the Said Building/Said Project, including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Said Apartment including but not limited to electricity, power back up, water, gas which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Said Apartment /Said Building/Said Project. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.

- xx. **“Non-Refundable Charges”** means the interest paid or payable on delayed payments by the Allottee(s), brokerage/discounts paid/payable by the Developer, taxes paid/payable by the Allottee(s) if any and amounts equivalent to the value of any other items, coupons and vouchers given to the Allottee(s) by the Developer
- xxi. **“Parking Space(s)”** means the right of the Allottee(s) to use the parking space(s), if any exclusively allotted, for parking car(s) in the Project.
- xxii. **“Person”** means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.
- xxiii. **“Preferential Location Charges (PLC)”** means charges, if any, for the preferential location attribute(s) of the said Apartment payable/ as applicable to be calculated on the per sq. ft., as mentioned in this Agreement.
- xxiv. **“said Phase”** means Phase(s) as per the approved Phasing plan, presently phase II comprising of 3 Towers, basement underneath as per ECS Norms, along with other amenities and facilities and Phase III comprising of EWS Block, community building/Club. Further, Phase I (with other phase if any) which shall be future phase(s) as may be developed in the Project.
- xxv. **“said Building”** means the tower/building in the Said Project in which the Said Apartment will be located.
- xxvi. **“said Project”** means the Mix land use colony namely **“THE KINGSTOWN HEIGHTS”**- comprising of Phase(s) as per the approved Phasing plan, presently phase II comprising of 3 Towers, basement underneath as per ECS Norms, along with other amenities and facilities and Phase III comprising of EWS Block, community building/Club. Further, Phase I (with other phase if any) which shall be future phase(s) as may be developed in the Project by the Developer over land measuring 6.26406 acres falling in revenue estate of Village Gadoli Kalan Sector 37D, Tehsil Kadipur, District Gurugram in terms of the sanctions and approvals by Statutory Authorities.
- xxvii. **“said Apartment”** means Apartment allotted to the Allottee(s) and/or an exclusive use of Parking Space(s), details of which have been set out in clause 1.1 of this Agreement, and the tentative specifications of the same given in Schedule B.
- xxviii. **“Total Sale Consideration”** of Apartment shall have the same meaning ascribed to it under Clause 1.1.

WHEREAS:

- A. M/s Ramprastha Buildtech Pvt. Ltd, M/s Ramprastha Promoters Pvt. Ltd., M/s Ramprastha Developers Pvt. Ltd., M/s Ramprastha Realtors Pvt. Ltd., M/s Ramprastha Promoters & Developers Pvt. Ltd., M/s SA Propbuild Pvt. Ltd., M/s Ramprastha Township Pvt. Ltd., M/s A.S. Realbuild Pvt. Ltd., M/s BSY Infrastructure Pvt. Ltd., M/s BSY Developers Pvt. Ltd., M/s SA Infracon Pvt. Ltd.

(hereinafter collectively referred as "**Land Owners**") are the absolute and lawful owner of Khasra no. 105/3min (0-0-2), 106/1min(0-10-6), 107/3min(0-19-0), 108/1(1-8-14), 183/3/2min(0-1-13), 188/2/3min(0-3-0), 110/3(0-8-4), 111(1-5-19), 112(1-6-0), 114(2-3-0), 115min(1-5-0), 182/3(0-1-9), 183/3/1(0-2-5), 186/3min(0-5-17) land admeasuring 6.26406 acres or thereabout, situated in the revenue estate of village Garoli Kalan Sector 37D, Tehsil Kadipur, District Gurugram, Haryana (hereinafter referred to as the "**Licensed Land**")

- B. M/s Navraj Township Pvt Ltd. ("**Developer**") had entered into a registered joint development agreement with aforementioned Land Owners vide registered joint development agreement bearing no. 413 dated 12.04.2023 and no. 4569 dated 03.07.2023 duly registered with the Sub-Registrar, Kadipur, Gurugram ("**JDA Agreement**") by which the Developer had acquired the rights, title and interests to develop, construct, market and sale of the residential/ commercial (mixed land use colony) to be constructed and developed over the land admeasuring 6.26406 acres situated in the revenue estate of Village Gharoli Kalan, Tehsil Kadipur, Sector 37D, District Gurugram, Haryana ("**Project Land**") being part and parcel out of the Licensed Land.
- C. The Land Owners in collaboration with the Developer are granted License bearing No. 120 of 2024 ("**License**") under the provisions of Haryana Development and Regulation of Urban Area Act, 1975 by the Directorate of Town and Country Planning Department, Haryana ("DTCP") for development and construction of a Mixed Land use colony complex on the Licensed Land.
- D. In terms of the License & JDA Agreement, the Developer is developing a Mix land use colony/ project named as "**THE KINGSTOWN HEIGHTS**" over the Project Land (hereinafter referred to as the "**Project**").
- E. The Land Owners had also executed and registered a power of attorney duly registered with the Sub-Registrar Kadipur vide registered document no. 21 dated 12.04.2023 and document no. 119 dated 03.07.2023 in favor of the Developer thereby authorizing, permitting and acknowledging the Developer to be fully entitled to enter into and execute the present agreement and dealing with the developable areas over the Project Land in accordance with the terms of the License and other approvals obtained for the development of the Project over the said Project Land.
- F. The zoning plan was approved for the Project vide memo no. DRG No. DTCP/1048 dated 20.08.2024 from DTCP and the environment clearance was granted by the State Environment Impact Assessment Authority vide memo no. _____ dated _____ for the Licensed Land. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the RERA Act (as defined hereinafter) / any other Applicable Laws (as defined hereinafter);
- G. The Developer has conceived, planned and is developing the Project comprising of residential units, commercial units, common areas, facilities and amenities thereto in a planned and phased manner to be developed over a period of time and the Project is the one of the phases being developed as part of the Project, with liberty to the Developer to launch and develop the other phases of the Project along with common areas, facilities and amenities in future as and when determined by the Developer, in its sole discretion. The phasing plan is approved for the Project vide memo no. ZP-2038/JD(RA)/2024/38980 dated 10.12.2024 from DTCP for the Licensed Land. Accordingly, the present phases are **Phase II & III**. The Phase I shall be constructed in future phase.
- H. The Approved Building plan for the present phases for the Project vide Memo no.

_____ dated _____. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the RERA Act (as defined hereinafter) / any other Applicable Laws (as defined hereinafter);

- I. The Developer had registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Haryana Real Estate Regulatory Authority ("RERA Authority") at Gurugram on _____ vide registration no. HARERA Regn. _____ dated _____.
- J. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the rights, title and interests of the Developer regarding the Project Land on which Project is to be constructed have been complied with.
- K. The Allottee(s) had applied for a unit/space in the Project vide application dated _____ and has been allotted unit no. _____ having Carpet Area of _____ square feet (_____ square meter) approximately or Super Area _____ square feet (_____ square meter) approximately, on _____ floor in Project, along with right to use of _____ (_____) number of parking (if applicable) and limited common area /exclusive verandah/ lawn/ garden of _____ square feet (_____ square meter) (If applicable) and as permissible under the applicable law and right in the Common Areas as defined under Rule 2 (1) (f) of Rules (hereinafter referred to as the "**Unit**", as more particularly described in **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**.
- L. The Allottee(s) hereby represent(s) that it has undertaken necessary due-diligence with respect to the Unit, Project and has reviewed the title documents in respect of the Project Land, rights of the Developer in respect of the Project and approvals and permissions accorded by the competent authorities etc., and has fully satisfied itself about the nature of rights, interests and arrangements of the Developer in respect of the Unit, Project, Project Land and has further understood the limitations and obligations of the Developer in respect thereof.
- M. The Allottee(s) is aware that it is under a legal obligation as per provisions of section 194 IA of the Income Tax Act, 1961 (effective from 01.06.2013) to deduct tax at source (TDS) as per applicable law from each and every installment or any other payment made towards Total Sale Consideration of the said Apartment. The Allottee(s) shall be required to submit the TDS Certificate and challan showing proof of deposit of the TDS within 30 (thirty) days from the date of remittance of payment to the Developer so that appropriate credit may be allowed to the Allottee(s). In the event the Allottee(s) fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deductions, the Allottee(s) alone shall be deemed to be an assessee in default in respect of such tax and the Developer shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee(s) to the Developer then the amount of TDS shall be considered as receivable from the Allottee(s) and handover of the possession of the Apartment shall be subject to adjustment/recovery of such amount along with accumulated interest.
- N. That it is agreed by the Allottee(s) that computation of Total Sale Consideration does not include **(a)** running maintenance and operation of the Common Areas and Facilities, or **(b)** for any right

over any community centre, club, convenience stores, shops, kiosks, recreational activities, school, additional fire safety measures etc. (except for a right to use such terms and conditions as may be prescribed by the Developer/ Maintenance Agency which shall be uniformly applicable to all buyers/ lessees/licencee's/occupiers in the project or **(c)** for any rights over any areas reserved/ restricted for any other allottee(s)/ sub-lessees/right-holder in the said Project or **(d)** for any rights over areas to be transferred by the Developer to third parties under applicable laws. The land parcels for the development of school or any other institution shall not form part of common areas of the said Project. The Allottee(s) has agreed, understands and is satisfied about the same and shall be liable to make regular payments by the Allottee(s) of proportionate charges for maintenance of the Common Areas and Facilities of the said Project as determined by the Developer/ Maintenance Agency till such time the Common Areas and Facilities are transferred to the Association of Allottee(s) under applicable laws.

- O. The Parties have gone through all the terms and conditions, as set out in this Agreement and understood the mutual rights, duties and obligations detailed herein;
- P. 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;
- Q. The Parties, relying on the confirmations, representations and assurances of each other, to 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;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agree(s) to purchase the Unit as specified in Recital.

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 Developer agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Apartment for residential purpose along with parking (if applicable) as specified in Para K above.
- 1.2 The Total Price for the built up Apartment along with parking (if applicable) based on the carpet area is INR _____ (Rupees _____ only) (**—Total Price**) (break up and description is provided herein below):

Phase No. _____ Tower No. _____ Apartment No. _____ Type _____ Floor _____ Parking (if applicable) Exclusive area (if applicable)	A. Basic Sales Consideration - _____ B. PLC Charges – _____ C. Government Taxes – _____ (More specifically described in Schedule C)
Total Price (Rupees _____ Only)	As mentioned in Schedule [C]

Explanation –

- (i) The Total Price as mentioned above includes the Booking Amount (being 10% of the Total Price) paid/payable by the Allottee(s) to the Developer towards the Apartment along with parking (if applicable). It is hereby clarified that the amount paid by the Allottee(s) at the time of application forms part of the Booking Amount. It is further clarified that the Booking Amount is payable in more than one instalment for the convenience of the Allottee(s) and the same shall be treated as **Earnest money** for due performance of the obligations of the Allottee(s) under this Agreement.
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the said Phase) paid/payable by the Developer up to the date of handing over the possession of the Apartment 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(s) to the Developer 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 Phase as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Phase by the Authority, as per the Act, the same shall not be charged from the Allottee(s);

- (iii) The Developer shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee(s) 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;
 - (iv) The Total Price of the Apartment alongwith parking (if applicable) includes recovery of price of land, development/construction of not only of the Apartment but also of the Common Areas (if applicable), 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, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment alongwith parking (if applicable) in the Phase.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree(s) to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), 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 Phase III as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Phase by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (Payment Plan).
- 1.5 The Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @ Not Applicable % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Developer unless agreed upon by the Allottee(s).

- 1.6 It is agreed that the Developer 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** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment or building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Developer may make such minor additions or alterations as may be required by the Allottee(s), 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 Developer shall confirm the carpet area that has been allotted to the Allottee(s) after the construction of the building/Apartment, as the case may be, is complete and the occupation certificate/ part occupation certificate (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 Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee(s) within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee(s), the Developer may demand that from the Allottee(s) 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 Developer agrees and acknowledges, the Allottee(s) shall have the right to the Apartment for residential usage alongwith parking (if applicable) as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment alongwith parking (if applicable);
 - (ii) The Allottee(s) shall also have a right to use the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants for entire project comprising of Phase I, II, & III; i.e. "THE KINGSTOWN HEIGHTS", maintenance staff etc., without

causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of allottee(s)/competent authorities after duly obtaining the occupation certificate/partoccupation 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;

(iii) The Allottee(s) has the right to visit the Phase site to assess the extent of development of the Phase and his Apartment.

1.9 The Developer agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, 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 Phase. If the Developer fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Developer agrees to be liable, even after the transfer of the Apartment, to pay such outstanding(s) and penal charges, if any, to the 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.

1.10 The Allottee(s) has paid a sum of ₹. _____ (**Rupees _____ Only**) as Booking Amount or part of Booking Amount/ Earnest Money being part payment towards the Total Price of the Apartment alongwith parking (if applicable) at the time of application; the receipt of which the Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment alongwith parking (if applicable) as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Developer within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction/development milestones, the Allottee(s) shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of [_____] payable at [Gurugram].

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident 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 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 Developer with such permission, approvals which would enable the Developer 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her 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 Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with all necessary formalities as specified and under the Applicable Laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) 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 Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the Phase as disclosed at the time of registration of the Phase with the Authority and towards handing over the Apartment alongwith parking (if applicable) to the Allottee(s) and the Common Areas to the association of allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017. The Developer shall endeavour to get the occupation certificate for the said apartment on or before _____ or as may be extended by the authority.

6. CONSTRUCTION/ DEVELOPMENT OF THE PHASE

The Allottee(s) has seen the proposed layout plan/demarcation-cum-zoning/site plan/building plan, specifications, amenities, facilities, etc. depicted in the website regarding the Phase where the said Apartment along with parking (if applicable) is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority, as represented by the Developer.

The Developer shall develop the Phase in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Developer 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 competent authority and relevant State laws 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 Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Developer agrees and understands that timely delivery of possession of the Apartment alongwith parking (if applicable) to the Allottee(s) and the Common Areas to the association of allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017, is the essence of the Agreement.

The Developer assures to offer to hand over possession of the Apartment alongwith parking (if applicable) as per agreed terms and conditions on or before _____, unless there is delay due to "*force majeure*", epidemic, pandemic and lock down, Court orders, Government policy/guidelines, decisions affecting the regular development of the Real estate project. If, the completion of the Phase is delayed due to the above conditions, then the Allottee(s) agrees that the Developer shall be entitled to the

extension of time for delivery of possession of the Apartment.

The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Phase due to *Force Majeure* and above-mentioned conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s), the entire amount received by the Developer from the allottee within ninety days subject to deduction of the non-refundable amount. The Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s) subject to deduction of the non-refundable amount, the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of Apartment-

The Developer, upon obtaining the occupation certificate or part thereof of building blocks/ Phase in respect of Project alongwith parking (if applicable) shall offer in writing the possession of the Apartment, to the Allottee(s) as per terms of this Agreement.

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

7.3 Failure of Allottee(s) to take Possession of Apartment for Residential usage-

Upon receiving a written intimation from the Developer as per para 7.2, the Allottee(s) shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation (including but not limited to the Undertaking cum Indemnity Bond, Maintenance Agreement with the Developer or the Maintenance Agency or any other agency as may be nominated/appointed by the Developer, Conveyance Deed, Application Form for membership of the association of allottee(s), etc.) as may be prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Allottee as per terms and condition of the Agreement.

In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee(s) -

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Developer

Confirming Party

1. Allottee(s)

2. Allottee(s)

3. Allottee(s)

After obtaining the occupation certificate of the building blocks/ Phase in respect of Project and handing over the physical possession of the Apartment alongwith parking (if applicable) to the Allottee(s), it shall be the responsibility of the Developer to hand over the necessary documents and plans, and Common Areas to the association of allottee(s) or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 Cancellation by Allottee(s) –

The Allottee(s) shall have the right to cancel/withdraw his allotment in the Phase as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Phase without any fault of the Developer, the Developer herein is entitled to forfeit the entire Booking Amount/ Earnest Money paid for the allotment and interest component on delayed payment (payable by the Allottee(s) for breach of Agreement and non-payment of any dues payable to the Developer) further the developer shall be entitled to deduct the non-refundable amount as mentioned in this agreement. The rate of interest payable by the Allottee(s) to the Developer shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money (subject to deductions as enumerated herein) shall be paid to the Allottee(s) by the Developer with in 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 Developer shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Phase is being developed or has been developed, in the manner as provided under the Act and the claim for 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*, epidemic, pandemic and lock down Court orders, Government policy/guidelines, decisions, if the Developer fails to complete or is unable to give possession of the Apartment alongwith parking (if applicable).

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Phase, without prejudice to any other remedy

available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the Allottee(s) does not intend to withdraw from the Phase, the Developer shall pay the Allottee(s) 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 Developer to the Allottee(s) within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottee(s) as follows:

- (i) The Landowners have absolute, clear and marketable title with respect to the said Phase / Project Land; and the Developer has requisite rights to carry out development upon the said Phase/ Project Land and absolute, actual, physical and legal possession of the said Phase/ Project Land for the Phase;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Phase;
- (iii) There are no encumbrances upon the said Phase/ Project Land or the Phase;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Phase or Project, as the case may be, as well as for the Apartment being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Phase, as well as for the Apartment and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The Developer has the right to enter into this Agreement and has not committed or committed to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) Except the Joint Development Agreement entered by the Developer with the Landowners, the Developer 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 Phase, including the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Developer shall handover lawful,

vacant, peaceful, physical possession of the Apartment alongwith parking (if applicable) to the Allottee(s), Common Areas to the association of allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;

- (ix) The Phase/ 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 Phase/ Project Land;
- (x) The Developer 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 said Phase to the competent Authorities till the offer of possession of Apartment has been issued, as the case may be and 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, 2017;
- (xi) 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 said property) has been received by or served upon the Developer in respect of the said Phase/ Project Land and/ or the Phase.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the *force majeure*, epidemic, pandemic, lock down, Court orders, Government policy/guidelines, decisions, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to offer to provide ready to move in possession of the developed Apartment along with parking (if applicable) to the Allottee(s) within the time period specified in para 7.1 or fails to complete the Phase within the stipulated time disclosed at the time of registration of the Phase 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 Developer's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Developer under the conditions listed above, Allottee(s) is entitled to the following:

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

Provided that where an Allottee(s) does not intend to withdraw from the Phase III or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment alongwith parking (if applicable), which shall be paid by the Developer to the Allottee(s) within ninety days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments (in full) for any demand/instalment made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules from the due date of such demand/instalment
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond ninety days after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment alongwith parking (if applicable) in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by forfeiting the Booking Amount/ Earnest Money and non-refundable amount paid for the allotment and interest component on delayed payment (paid and/or payable by the Allottee(s) for breach of Agreement and non-payment of any dues payable to the Developer). The rate of interest payable by the Allottee(s) to the Developer 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(s) shall be returned by the Developer to the Allottee(s) within ninety days of such cancellation. On such default, the Agreement and any liability of the Developer arising out of the same shall thereupon, stand terminated. Provided that, the Developer shall intimate the

Allottee(s) about such termination atleast thirty days prior to such termination.

In case the obligations as above are not complied with either by the allottee or the Developer, the authority may issue suitable directions.

10. CONVEYANCE OF THE SAID APARTMENT:

The Developer, on receipt of total price of Apartment alongwith parking (if applicable), shall offer to execute a conveyance/ sale deed in favour of Allottee(s) preferably within three months but not later than 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(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Developer to withhold registration of the conveyance/sale deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Developer.

11. MAINTENANC OF THE SAID BUILDING/ APARTMENT/ PROJECT/PHASE:

The Developer shall be responsible to provide and maintain essential services in the Phase till taking over of the maintenance of the Phase by the association of allottee(s) or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Phase, as the case may be.

The Allottee (s) agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the maintenance agency or any other agency as may be nominated/appointed by the Developer as appointed for maintenance and upkeep of the Phase. Execution of the maintenance agreement and payment of the maintenance security shall be a condition precedent for handing over possession of Apartment by the Developer and also for executing the conveyance/sale deed of the Apartment.

In case, the Allottee(s)/association of allottee(s) fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Developer has right to recover such amount as spent on maintaining such essential services beyond its scope.

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 Developer as per the Agreement for sale

relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee(s) from the date of offer of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within ninety days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Developer shall not be liable for any such structural/architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/design or any misuse thereof; or any act, omission or negligence or non-compliance of any Applicable Laws.

The above-mentioned liability of the Developer shall be limited to structural defects only (quality and workmanship). It is further clarified that the Developer shall not be liable for any defects caused due to normal wear and tear.

In case any such structural defect or any other defect in workmanship, quality or provision of services by the Developer in the Phase, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Developer shall be entitled to such additional time period as determined by the Developer, provided an intimation thereof has been provided to the Allottee(s) / the association of allottee(s) / the maintenance agency, as the case may be, prior to expiry of the said initial 90 (ninety) days. The Allottee(s) hereby agrees to such additional time / extension of time.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS AND MAINTENANCEWORKS:

The Developer/maintenance agency/association of allottee(s)/competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottee(s) and/or maintenance agency/competent authority to enter into the Apartment after giving due notice and entering the said 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 KINGSTOWN HEIGHTS**", 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Developer/Allottee(s) 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 Developer/ association of allottee(s) formed by the Allottee(s), maintenance agencies/competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PHASE:

- 15.1 Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment along with parking (if applicable) at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or Apartment along with 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 along with parking (if applicable) and keep the Apartment along with 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(s)/Association of allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the Phase, buildings therein or Common Areas. The Allottee(s) shall also not change the color 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(s)/Association of allottee(s) 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. The Developer/ Allottee(s)/association of allottee(s) shall ensure that 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(s)/Association of allottee(s) 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 Phase shall always be known as **“The Kingstown Heights”** and this name shall not be changed by anyone including the Allottee(s) or his lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Phase may be changed at the sole discretion of the Developer and the Allottee(s) shall not be entitled to raise any objection/hindrance on the same. It is further agreed by the Allottee(s) that the association of the brand name **“The Kingstown Heights”** (in its registered logo

form) or a combination of words “**The Kingstown Heights**” (**Brand Name**) shall at all times be subject to the sole control Navraj Township Pvt. Ltd. It is agreed and accepted by the Allottee(s) that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless Developer has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Total Lands, the towers as well as the Association (which would be formed gradually), unless a different understanding is captured between Developer and the association / apex body / apex bodies. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by Developer. The Allottee(s) further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by Developer.

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

The Parties are entering into this Agreement for the allotment of an Apartment along with parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications, licenses applicable in the State and related to the Phase.

17. ADDITIONAL CONSTRUCTIONS:

- 17.1 The Developer has expressly disclosed to the Allottee(s) that it is developing the Project in Phase(s). The present Phases are Phase II & III. The Phase II comprise of 3 (residential) Towers and Phase III comprise of EWS & Community building. The Developer shall be entitled to, at its sole discretion to launch Phase I or new phase(s) of the Project on the Project land parcels and/or make construction/development therein, make additions or to put up additional structure(s) anywhere in the Project / Additional Land.
- 17.2 The Developer shall be entitled to extend / add Additional Land to the Project Land by adding, revising, altering to the extent as permissible under the applicable laws by procuring additional license and / or as otherwise so directed by DGTCP/ DTCP / competent authorities and further developments by the Developer to which the Allottee(s) agree(s), confirm(s) and gives his / her / its / their consent and assures not to object in future.
- 17.3 The Allottee(s) does not have any objection and is conscious and aware that the Developer may get additional FAR / FSI sanctioned by adding additional FAR / FSI including but not limited to under the provisions of transit oriented development (TOD), transferable development rights (TDR) under Transfer of Development Rights

Policy & any other applicable policies of the competent authorities, as amended from time to time (“**Additional FAR**”). The Allottee(s) are aware that Additional FAR can also be got sanctioned by the Developer under any new policy(ies), amended/modified policies or by obtaining additional license(s) from statutory/competent authorities or any other reasons as permitted by applicable laws on the Project Land / Additional Land, as the case may be.

- 17.4 That the Allottee(s) further agrees and understands that the future permissible expansion shall be considered as an integral part of the Project itself, therefore, the Developer as per the Real Estate Act, the HRERA and the applicable laws shall be entitled to conjoint various facilities and amenities such as power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities.
- 17.5 The Developer shall be entitled to, at its sole discretion, add / integrate any additional contiguous land/ obtain additional FAR, which may be acquired for this Project, avail the benefit of increase in FAR/FSI/TOD policy or any other policy as approved by the competent authority(ies)and/or may extend this Project to the extent of additional contiguous land or plan a new real estate project in integration of this Project on the additional contiguous land or launch new phase(s) of the Project on the additional / adjacent / adjoining land parcels and/or make construction/development therein, make additions or to put up additional structure(s) anywhere in the Project / Additional Land. The Developer shall be entitled to get the electric, water, sanitary, drainage systems and other utilities / services of the additional constructions and future developments on the Project Land and on Additional Land integrated into the Project / Project Land, linked with already existing facilities viz. electricity, water, sanitary, drainage systems and other utilities / services of the Project.
- 17.6 The Developer has specifically clarified and the Allottee(s) has clearly understood that the scope of this Agreement is confined and limited only to the sale of the said Unit/ Apartment in the Phase, and therefore the layout plan of the Project depicting the various areas and facilities & amenities to be developed including numbers, positions, dimensions, boundaries, etc. of the Project/ other areas and that their earmarked uses may be modified in accordance with the approvals received/to be received from DTCP and other competent authorities, at any stage, as per applicable laws and that such changes shall be binding on the Allottee(s). The Allottee(s) hereby confirms and agrees that it shall not raise any objection or claim against the Developer in case any amendments / modifications, if any made / incorporated in the layoutt plan of the Project and/or in the areas other than the said Unit/ Apartment.
- 17.7 The Allottee(s) further agree and hereby grants his/ her/ its unconditional, express and irrevocable consent that:
- 17.10.1 The Developer shall have irrevocable, non-cancellable, non-terminable and perpetual access, easementary rights and right of way to the Phase/ Project Land and Additional Land through Project Land;

- 17.10.2 The Developer shall be entitled to identify the roads, service roads, passages etc., in the phase/ Project as the Developer deems fit and proper, for access, easement, entry, exit and right of way to the Phase/ Project Land and Additional Land, and the Developer, its employees, associates, contractors, allottees/buyers/owners of the units on the Additional Land, etc. shall have unrestricted, unobstructed and unhindered access, entry, exit and right of way through such roads, service roads, passages etc. as identified by the Developer;
- 17.10.3 The Developer shall be entitled to connect the Phase with the future Phase(s) /Project Land and Additional Land with the main road via / through roads, service roads, passages etc., constructed / developed in the said Project;
- 17.10.4 All facilities, amenities and common areas constructed as part of the Phase /Future Phase(s)/ Project Land including the common areas shall be for the use and utilization by the owners of units of the Project constructed on the Project Land subject to terms and conditions as may be prescribed by the Developer.
- 17.11 The Allottee(s) agrees and undertakes that he /she /it /they shall not, at any time, put any hindrance / obstruction / interference in the construction / development of the remaining areas in the Project / Future Phase(s) as part of the Project and shall not object to the Developer's development / construction or continuing with the development of the Project, in any manner.
- 17.12 The Allottee(s) understands and agrees that the Developer shall be carrying out the development of the Project in Phase(s), in future and there will be construction activities on the remaining Project Land in future even after possession of the Unit is handed over to the Allottee(s), and the Allottee(s) shall not object nor raise any claim towards any inconvenience faced by him due to such construction activities. The Allottee(s) undertakes not to object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction / development activities. Further, the Allottee(s) shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Allottee(s) may suffer due to any development / construction activities or other incidental /related activities in the vicinity of the Unit or anywhere else in the Project, and/or (ii) on the ground that the infrastructure / Facilities / amenities to be developed in the Project subsequently are not completed.
- 17.13 The Allottee(s) further agrees that the Developer shall be solely entitled to the benefits and utilization of such Additional FAR, and shall have exclusive and unrestricted ownership rights in the future developments in the Project as well as any additional area from the additional units in the Project, remaining part of the Project Land, Additional Land and future developments. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards Additional FAR, additional FSI / TDR and, or, Additional Land, and the Allottee(s) shall have no claim, right, title, or interest in the usage of such additional area. Further, the Allottee(s) shall have no objection to any of such additional construction activities carried on the Project, however, the Developer will try to ensure that the specifications and size of the Unit of the Allottee(s) shall not undergo any material change.

- 17.14 The Allottee(s) undertakes to execute all necessary documents, provide requisite support, cooperation to the Developer including but not limited to sign necessary documents, undertakings, NOC, affidavits, agreements, etc., as may be required by the Developer for obtaining permissions, approvals, revisions of sanctioned layout / building plans etc., for carrying out construction/ development of future phases in Project and/or Additional Land and future developments etc. in terms of this Para, and shall not raise any dispute with the Developer in this regard.
- 17.15 The Allottee(s) hereby agrees that non-completion or non-operation of any facilities to be developed in subsequent phases in the Project shall not be a ground for not taking possession of the said Unit/ Apartment.

18. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement he shall not mortgage or create a charge on the Apartment and parking (if applicable) 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(s) who has taken or agreed to take such Apartment and parking (if applicable).

19. APARTMENT OWNERSHIP ACT:

The Developer has assured the Allottee(s) that the Phase in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Developer hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided: -

- (A) License no. 120 of 2024 dated 14.08.2024;
- (B) Demarcation cum Zoning Plan approved on 20.08.2024;
- (C) Approval of building plan granted on _____;
- (D) Environment Clearance approved on _____;

20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee(s) by the Developer, does not create a binding obligation on the part of the Developer or the Allottee(s) until, firstly, the Allottee(s) 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(s). Secondly, the Allottee(s) and the Developer have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Developer, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and further execute the said Agreement and register the said Agreement, before the Sub registrar as per intimation by the Developer, then the Developer shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the Booking Amount/ Earnest Money shall be returned to the Allottee(s) without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the allottee 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 Developer has an option to forfeit Booking Amount/ Earnest Money i.e. (10%) Ten percent of Total Price and non-refundable 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 Apartment 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 ALL ALLOTTEE(S)/ SUBSEQUENT ALLOTTEE(S):

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 and parking (if applicable) and the Phase shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment and parking (if applicable) in case of a transfer, as the said obligations go along with the Apartment and parking (if applicable) for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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 Actor 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 WHEREVERREFERRED TO IN THE AGREEMENT:

Wherever in this Agreement, it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Phase, the same shall be the proportion which the area/carpet area of the Apartment and parking (if applicable) bears to the total area/carpet area of all the Apartments in the Total 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 Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee(s), in Gurugram after the Agreement is duly executed by the Allottee(s) and the Developer or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at Gurugram, 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(s) and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Developer by Registered Post at their respective addresses specified below:

Mr. _____ (AADHAAR _____), S/o _____, aged ____ years, residing at _____ (PAN _____).

To the Developer and Landowners

The CRM Manager,
Shop No. - 38, Vatika City Market,
Sector - 49, Gurgaon, Haryana, India, 122018

It shall be the duty of the Allottee(s) and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee(s), as the case may be.

30. JOINT ALLOTTEE(S):

That in case there are joint Allottee(s), all communications shall be sent by the Developer to the Allottee(s) 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(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), 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(s) under the Agreement for Sale 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 for the time being in force and the courts in Gurugram, Haryana will have the jurisdiction for this Agreement.

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, to be adjudged by the adjudicating officer under the Act, the rules and regulations made thereunder.

34. STAMP DUTY:

The applicable stamp duty, registration charges (including any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of applicable law), legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement and conveyance/ sale deed shall be borne and paid by the Allottee(s).

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT GURUGRAM IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee(s): (including joint buyers)

(1) **Signature**_____ **Name** _____
Address _____

(2) **Signature**_____ **Name** _____
Address _____

(3) **Signature**_____ **Name** _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

(1) Signature (Authorized Signatory)

Landowners:

(1) Signature (Authorized Signatory)

At Gurugram on_____in the presence of:

WITNESSES:

- 1. Signature_____
- Name_____
- Address _____
- 2. Signature_____
- Name_____
- Address_____

SCHEDULE A
DESCRIPTION OF THE APARTMENT AND PARKING (IF APPLICABLE)

Application date	
Tower No.	
Application Unit No. (Unit)	
Carpet area (squaremeters)	
Exclusive Areas	
Super Area	
Car Park Space	

- **"Carpet Area"** shall mean net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive open terrace area/ exclusive verandah/ lawn/ garden area appurtenant to the Unit/ Apartment for exclusive use of the Applicant, but includes the area covered by the internal partition walls of the unit/ Apartment.
- **"Exclusive Areas"** shall mean exclusive balcony and/or exclusive open terrace, stilt area and/or basement area and/or exclusive verandah/ Lawn/ Garden (as may be applicable) appurtenant to the Apartment /Unit and meant for exclusive use of the Applicant and other areas appurtenant to the Apartment /Unit for exclusive use of the Applicant.
- **"Super Area"** shall mean the Carpet Area and Exclusive Areas collectively.

SCHEDULE B
FLOOR/ SITE PLAN OF THE APARTMENT
SITE PLAN

FLOOR PLANS TOWER

UNIT PLAN

SCHEDULE C
PAYMENT PLAN AND COST SHEET

DETAILS OF COST SHEET

Details of Cost/ Price		
Sr. No.	Unit/ Apartment Cost	Amount (INR)
(i)	Unit/ Apartment Cost/BSP	
(ii)	PLC Charges	
A	Basic Sale Consideration	
B	Interest Free Maintenance Security	
C	Advance Maintenance Charges	
D	Estimated Other Charges (B+C)	
E	Taxes	

	Price of Property (A+D+E)	
Terms & Conditions <ul style="list-style-type: none"> • "Carpet Area" shall mean net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive open terrace area/ exclusive verandah/ lawn/ garden area appurtenant to the Unit/ Apartment for exclusive use of the Applicant, but includes the area covered by the internal partition walls of the unit/ Apartment. • "Exclusive Areas" shall mean exclusive balcony and/or exclusive open terrace, stilt area and/or basement area and/or exclusive verandah/ Lawn/ Garden (as may be applicable) appurtenant to the Apartment /Unit and meant for exclusive use of the Applicant and other areas appurtenant to the Apartment /Unit for exclusive use of the Applicant. • "Super Area" shall mean the Carpet Area and Exclusive Areas collectively. • Advance Maintenance Charges for 1 year from Completion Time Period are mentioned at an estimated rate. The actual maintenance charges will be calculated at the prevalent rates at the time of offer of possession. • Unit/ Apartment cost is paid towards RERA carpet area only. • Stamp Duty, Registration Charges and Other Government taxes, duties, levies are to be borne by Applicant(s) on actual basis. In case of levy of any development charges, EDC/IDC, Land Under Construction tax (LUC), Goods and Services Tax (GST) and / or any other levies / taxes / duties /cesses levied currently and/or in future by the authorities shall be borne by the Applicant(s). • The Allottee(s) shall pay to the Developer maintenance charges at the rate of as specified in the Maintenance Agreement per square meter per month of the Super Area of the Unit for the period of such delay, which shall be payable by the Allottee(s) within the time period stipulated by the Developer. During the period of said delay the Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition. • Taxes, brokerage and Government duties/levies/cesses are non-refundable. • The Allottee(s) has/have to deduct the applicable Tax Deducted at Source (TDS) at the time of making actual payment or credit of such sum to the account of the Developer. Applicant(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act 1961. • The Developer has the discretion to raise invoices for the milestones which has been completed /achieved irrespective of sequences of milestones. • This cost sheet forms a part of the Agreement. The aforementioned payment milestones and events are in reference to the respective tower/building/floor/Apartment/unit. (1 square meter = 10.7639 square feet.) • The cheque dishonour charges payable for dishonour of a particular instalment payment cheque for first instance shall be Rs. 5,000/- (Rupees Five Thousand only) and for second instance shall be Rs. 10,000/- (Rupees Ten Thousand only) plus applicable taxes. Thereafter no cheque will be 		

accepted and payments shall be accepted through Bank Demand Drafts) only.

- Third party payments are not allowed.
- Forfeiture of amounts will be in accordance to the terms of the Agreement for Sale.
- The Allottee shall also be liable to bear and pay all present and future applicable utility charges such as electricity, water, IGL etc. and/or any increase thereto, either prospectively or retrospectively and/or by virtue of order or applicable laws, which may be imposed by the Competent Authority, as and when demanded by the Developer and/or at the offer of possession.
- The Allottee(s) hereby acknowledges that any discount which has been offered/given to him by the Developer had been appropriated in the total sales consideration mentioned above. The Allottee(s) shall not be applicable for any further discount unless specifically mentioned in the present Agreement.

SCHEDULE D

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

Specification unit wise			
1		Living & Dining	
	1.1	Floor	Imported Marble Flooring
	1.2	Walls	Acrylic Emulsion Paint
	1.3	Ceiling	Acrylic Emulsion Paint
2		Master Bedroom	
	2.1	Floor	Laminated Wood/ Vitrified Tile
	2.2	Walls	Acrylic Emulsion Paint
	2.3	Ceiling	Acrylic Emulsion Paint
3		Master Toilet	
	3.1	Floor	Anti skid Vitrified tiles
	3.2	Walls	Ceramic/vitrified tiles upto false ceiling
	3.3	Ceiling	Moisture resistant Gypsum/board false ceiling
	3.4	Counters	Granite Stone
	3.5	Sanitary ware/ CP Fittings	- Wooden Vanity with granite counter. - White sanitary fixtures of premium brands - CP fittings of premium brands
4		Bedrooms	
	4.1	Floor	Laminated wooden/vitrified tiles
	4.2	Walls	Acrylic Emulsion Paint
	4.3	Ceiling	Acrylic Emulsion Paint
5		Toilets	
	5.1	Floor	Anti skid Vitrified tiles
	5.2	Walls	Ceramic/vitrified tiles upto false ceiling
	5.3	Ceiling	Moisture resistant Gypsum/board false ceiling
	5.4	Counters	Granite Stone
	5.5	Sanitary ware/ CP Fittings	- Wooden Vanity with granite counter. - White sanitary fixtures of premium brands - CP fittings of premium brands
6		Kitchen	
	6.1	Floor	Imported Marble /vitrified tiles
	6.2	Walls	Ceramic Tiles upto 1500mm level from FFL
	6.3	Ceiling	Acrylic emulsion paint
	6.4	Counters	Granite Counter top

	6.5	Fixtures	All sanitary fixtures of premium brand
	6.6	Kitchen appliances	Stainless steel Sink of premium brand
7		Utility rooms	
	7.1	Floor	Vitrified Tiles
	7.2	Walls	OBD/Ceramic tiles dado 1500 mm high
	7.3	Ceiling	Ceramic Tiles upto False ceiling
10		Balconies / Verandah	
	10.1	Floor	Anti skid Vitrified tiles
	10.2	Walls	Weather proof paint
	10.3	Ceiling	Weather proof paint
	10.4	Railing	MS/ SS Railing with glass

SCHEDULE E
SPECIFICATIONS, AMENITIES, FACILITIES