

AGREEMENT FOR SALE

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

BY AND BETWEEN

KRISUMI CORPORATION PRIVATE LIMITED (CIN No. U70200HR2012PTC064545), a company incorporated under the provisions of the Companies Act, 1956 (presently operating under the provisions of Companies Act, 2013), having its registered office at **Unit-02, 11th Floor, Emaar Capital Tower-2, MG Road, Sector 26, Gurugram, Haryana (122002) (PAN - AAECV0565A)**, represented by its authorized signatory **Mr. _____** (Aadhaar No. _____) duly authorized vide **authority letter dated _____**, hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **FIRST PART**;

AND

NAMO LANDS PRIVATE LIMITED (CIN No. U45400DL2012PTC233148), a company incorporated under the provisions of the Companies Act, 1956 (presently operating under the provisions of Companies Act, 2013), having its registered office at 95, 2nd Floor, Kailash Hills, New Delhi 110065 (PAN – AADCN9522A), represented by its authorized signatory Mr. _____ (Aadhaar No. _____) duly authorized vide authority letter dated _____, hereinafter referred to as the "**Land Owner/Confirming Party**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **SECOND PART**;

AND

[If the Allottee is an Individual]

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

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

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

[OR]

[If the Allottee is a HUF]

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

[If the Allottee is a company]

M/s _____, (CIN _____) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered

office situated at _____, (PAN _____), represented by its authorized signatory, Mr./Ms. _____, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm [registered under the Indian Partnership Act, 1932], having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) authorized vide authorization letter dated _____, duly issued by all the partners, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **THIRD PART**.

[OR]

[If the Allottee is an LLP]

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

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

DEFINITIONS:

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

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

WHEREAS:

- A. The Developer is the absolute owner in respect of a land admeasuring 30.38125 acres and is presently developing a project namely, “**Krisumi City**” in phases, on the said land situated at Sector 36A, Gurugram, Haryana which is duly licensed under the (i) License No.-39 of 2013 (ii) License No. 85 of 2014; and (iii) License No.-166 of 2023 by DTCP.
- B. The Land Owner (Namo Lands Private Limited) is the absolute owner of a land admeasuring 3 acres comprised in Rectangle No. 122 Killa Nos. 16 min and 17 of Village Harsaru, Sector 36A, Gurugram, Haryana, in respect whereof, licensed for construction of a group housing complex thereon by the Town and Country Planning Department of Haryana vide License No. 71 of 2024.
- C. The Land Owner has approached the “**Developer**” to develop the aforesaid land (3 acres) as part of the ‘Krisumi City’ project and accordingly vide a Collaboration Agreement dated 05.03.2024 registered in the Office of Joint Sub-Registrar, Harsaru, Gurugram vide Book No.-1, Volume No.-68, Registration No.-5839, Registration Year 2023-2024, and General Power of Attorney dated 05.03.2024 registered in the Office of Joint Sub-Registrar, Harsaru, Gurugram vide Book No.-4, Volume No.-1, Registration No.-164, Registration Year 2023-2024, the Land Owner has granted development rights to the Developer for construction and development of a residential real estate project and undertaking all acts, deeds and things in furtherance of the said construction activities including but not limited to design, develop, construct, market, book, launch, sell, dispose and monetize the project to be constructed thereon.
- D. Accordingly, the Developer has conceptualized a group housing project namely “**Waterside Residences- The Forest Reserve**” comprising of [•] towers having stilt plus __ floors each and other community buildings / facilities as sanctioned by the competent authority (“**Project**”), on land admeasuring **5.1743 acres** located at Sector 36A, Gurugram-Manesar Urban Complex, Tehsil and District Gurugram, Haryana comprising as follows:
- (i) The Developer is the sole and absolute owner of a land admeasuring **3.4868 acres** comprised in Rectangle No. 122 Killa Nos. 13/2, 13/3, 16 min, 17, 18, 24 min of Village Harsaru; and Rectangle No. 1 Killa No. 24/2/2 min, 25/2 min, 25/3, Rectangle No. 2 Killa No. 22 min, Rectangle No. 8 Killa No. 3 min, of Village Sihi located at Sector 36A, Gurugram-Manesar Urban Complex, Tehsil and District Gurugram, licensed for development of a group housing complex by the Town and Country Planning Department, Haryana vide License No. 166 of 2023;
- (ii) The Land Owner is the sole and absolute owner of a land admeasuring 1.6875 acres comprised in Rectangle No. 122 Killa Nos. 16 min and 17 of Village Harsaru located at Sector 36A, Gurugram-Manesar Urban Complex, Tehsil and District Gurugram, Haryana, licensed for development of a group housing complex by the Town and Country Planning Department, Haryana vide License No. 71 of 2024.
- E. The aforesaid land aggregating to 5.1743 acres is hereinafter referred to as the “**Project Land**” and the License No. 166 of 2023 and 71 of 2024 are hereinafter collectively referred to as the “**Licenses**”.
- F. The Parties have agreed that the Project namely **Waterside Residences- The Forest Reserve** shall be developed as a subsequent phase (Phase 5) of ‘Krisumi City’ and marketed as an indivisible part of the ‘Krisumi City’ project, now to be developed by the Developer on a total land admeasuring 33.38125 acres (“**Licensed Land**”).
- G. The Developer had obtained an approval of building plans from DGTCP for the Project from DGTCP vide Memo ZP-915A/JD(RA)/2025/2922 dated 23.01.2025 along with all other

applicable approvals for commencing the development of the Project on the Project Land.

- H. The Developer agrees and undertakes that it shall not make any changes to the approved plans, existing as on date in respect of the Project, except in strict compliance with Section 14 of the Act or any other laws of the state of Haryana as applicable.
- I. The Parties are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owner and Developer in respect of the Project Land on which the Project is to be constructed.
- J. The Promoters has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority, Gurugram (HARERA) at Gurugram, having registration No. _____ dated _____.
- K. The Allottee had applied for a residential apartment in the Project vide application dated _____ and has been allotted **Apartment no.** _____ having carpet area of _____ **square meter** (_____ **square feet**) ("**Carpet Area**"), on _____ (**In Words**) **floor** in **Tower name** _____ ("**Building**") along with exclusive right to use _____ (**In Words**) **number of covered parking ("Parking")**, as permissible under the applicable law and *pro rata* right / share in the common areas ("**Common Areas**") [*as defined under Rule 2(1)(f) of Rules of the State of Haryana and the deed of declaration of the Project*] (hereinafter collectively referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**).
- L. The Allottee confirmed that he/she/it/they has/have carried out the inspection and verification of the building plans of said Project/Apartment/Unit executed in favour of the "Developer", has satisfied himself/herself in respect of the final layout plan, sanctioned plan, specifications and Approvals of the Project as approved by the competent authority and about the status, right and interest of the "Developer" over Project Land on which the Project is proposed to be constructed and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said Apartment and also the nature, scope and extent of the undivided benefit of interest in the common areas within the said Project.
- M. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein,
- N. 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.
- O. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet
Total Sale Consideration (in rupees)	_____

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount (10% of the Total Sale Consideration) paid by the Allottee to the Developer for the Apartment along with Car Parking being part payment towards the Total Price of the Apartment; the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Price of the Apartment as prescribed in the Payment Plan or such other deposit/ fee/ charges as demanded by the Developer under offer of possession.
- (ii) The Total Price as mentioned above includes applicable GST, fees, charges, levies, cess, development charges (EDC & IDC), which maybe levied in connection with the development/ construction of the Project, which are paid / payable by the Land Owner / Developer up to the date of handing over the possession of the Apartment for residential usage along with Parking (if applicable) to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession.

Provided that, in case there is any change / modification in the taxes / charges / fees / levies etc. the subsequent amount payable by the Allottee to the 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 Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in 1.2 above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee, the details of the taxes / fees / charges / levies etc., paid or demanded along with the acts / rules / notifications together with dates from which such taxes / fees / charges / levies etc. have been imposed or become effective;
- (iv) The Total Sale Consideration (as explained in Schedule C of this Agreement) of Apartment for residential usage along with Parking (if applicable) includes recovery of price of land, development / construction of not only the Apartment but also of the

Common Areas [as defined under Rule 2(1)(f) of Rules of the State of Haryana and the deed of declaration of the Project], infrastructure development charges, infrastructure augmentation charges, external development charges, taxes / fees / levies etc., cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment for residential usage along with Parking (if applicable) in the Project. Provided that if the Allottee delays in payment towards any amount which is payable, he / she / it shall be liable to pay interest at the rate prescribed in Rule 15 of the Rules.

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

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

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

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

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

1.10 The Allottee has paid a sum of ` _____ (Rupees _____ only) as Booking Amount being part payment towards the Total Price of the Apartment for Residential usage alongwith parking (if applicable) at the time of application; the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment for Residential usage (as the case may be) 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 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 shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A / c Payee Cheques / drafts to be made in favor of “**KCPL WR TFR MASTER ACCOUNT**” payable at New Delhi / Gurugram. For RTGS details. Account No. 10087013, Bank Name: Sumitomo Mitsui Banking Corporation; Address: 2nd Floor, Worldmark 3 Hospitality District, Aerocity, New Delhi-110037, IFSC Code SMBC0000001.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the 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 any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his / her / its part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the 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 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 authorizes the Developer to adjust / appropriate all payments made by him / her / them under any head(s) of dues against lawful outstanding of the Allottee, against the Apartment, if any, in his / her name and the Allottee undertakes not to object / demand / direct the Developer to adjust his / her / their payments in any manner.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION / DEVELOPMENT OF THE PROJECT:

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

The Developer shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, Floor Area Ratio ("FAR"), density norms, provisions prescribed, approved plans, terms and condition of the license / allotment as well as registration with the Authority, etc. Subject to the terms in this Agreement, the 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 state of Haryana and shall not have an option to make

any variation / alteration / modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities, and any breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE:

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

The Developer assures to offer the possession of the Apartment along with parking as per agreed terms and conditions to the **Allottee on or before 30.06.2031 (“Completion Date”)**, unless there is delay due to force majeure, court orders, government policy / guidelines, decisions affecting the regular development of the real estate Project. If the Completion Date of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to force majeure and above-mentioned conditions, then this allotment and Agreement shall stand terminated and the Developer shall refund to the Allottee, the entire amount received by the Developer from the Allottee within 90 (ninety) days. The Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he / she / they shall not have any rights, claims etc. against the 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 in respect of the Project shall offer in writing the possession of the Apartment within 3 (three) months from the date of the occupation certificate, to the Allottee(s) as per terms of this Agreement.

The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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 the Project at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance and other charges as determined by the Developer / association of allottees / competent authority, as the case may be under offer of possession.

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

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

- 7.4 Possession by the Allottee** – After obtaining the occupation certificate of the building blocks in respect of the Project and handing over the physical possession of the Apartment to the

Allottee, it shall be the responsibility of the Developer to hand over the necessary documents and plans, and Common Areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

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

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

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

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

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

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

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

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/LAND OWNER:

The Land Owner and Developer hereby represents and warrants to the Allottee as follows:

- (i) The Land Owner and Developer have absolute, clear and marketable title with respect to the Project Land in the manner provided at Recital D above; the Developer has requisite rights to carry out development of the Project and absolute, actual, physical and legal possession of the Project Land for the Project;
- (ii) The Land Owner in collaboration with the Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) The Developer shall be developing the stipulated number of residential units for the EWS (Economic Weaker Section) corresponding to the Project in accordance with the applicable laws, rules and regulations. The Developer shall carry out construction and development of EWS component attributable to the Project on a land parcel (outside the Project Land) earmarked for development of EWS residential units within Krisumi City (“**EWS Land**”);
- (iv) There are no encumbrances upon the Project Land, save and except as already disclosed before the RERA Authority at the time of registration;
- (v) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project, as well as for the Apartment being sold to the Allottee are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, as well as for the Apartment and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;
- (vi) The Land Owner and the Developer have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) Save and except for the declarations made by the Land Owner/Developer before the Authority, 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 Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Land Owner and Developer confirm that they are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment for residential usage along with Parking (if applicable) to the Allottee, Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;

- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Project Land;
- (xi) 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 Project to the competent authorities till the offer of possession of Apartment has been issued as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Land Owner / Developer in respect of Project Land and or the Project, save and except as already disclosed before the RERA Authority at the time of registration.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) the Developer fails to offer ready to move in possession of the developed Apartment for residential usage along with Parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate or part thereof has been issued by competent authority.
- (ii) Discontinuance of the Land Owner / 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 the Developer under the conditions listed above, the Allottee is entitled to the following:

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

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

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments of any installment due under the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules ;
- (ii) In case the default by Allottee under the condition listed in clause 9.3(i) above continues for a period beyond 90 (ninety) days after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment for residential usage along with Parking (if applicable) in favour of the Allottee and refund the money paid by the Allottee by forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (paid/payable by the Allottee for breach of Agreement and non-payment of any due payable by the Allottee). The rate of interest payable by the Allottee to the 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 shall be returned by the Developer to the Allottee 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 about such termination at least 30 (thirty) days prior to such termination.

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Land Owner and Developer, on receipt of Total Price of Apartment along with other amounts/ charges required to be paid as per offer of possession for residential usage along with Parking (if applicable), shall execute a conveyance deed in favour of Allottee preferably within 3 (three) months but not later than 6 (six) months from receipt of Occupation Certificate.

Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules, 2017. In case the Allottee has availed of a loan, the conveyance deed shall be executed only upon receipt of no-objection certificate from such financial Institution / bank and original conveyance deed shall be handed over / collected by such financial Institution / bank. Payment of the stamp duty and registration charges (as applicable on the Conveyance Deed) and other charges by the Allottee as per this Agreement shall be a pre-condition for execution of the conveyance deed

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

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate / part thereof, part completion certificate / completion certificate of the Project, as the case may be. The cost of such maintenance and the club membership charges has not been included in the Total Price of the Apartment.

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

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 90 (ninety) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

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

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

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment for residential usage only at his / her / their / its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment or the Parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment or Parking (if applicable) and keep the Apartment or Parking (if applicable), its walls and partitions, sewers, drains, pipe and

appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

- 15.2 The Allottee / association of allottees further undertakes, assures and guarantees that he / she / they / it would not put any sign-board / name-plate, antenna and / or other telecommunication or other communication equipment, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Apartment, Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee / association of allottees shall not store any hazardous or combustible goods in the Apartment and Parking (if applicable) or place any heavy material in the common passages or staircase of the building and / or any part of the Project. The Allottee / association of allottees shall ensure that he / she / it / they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Allottee / association of allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment and Parking (if applicable), as the case may be.
- 15.3 The Allottee/ association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT:

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

A. License No. 39 of 2013, No. 85 of 2014 and No. 166 of 2023 and No. 71 of 2024

B. Building Plans vide Memo No. ZP-915A/JD(RA)/2025/2922 dated 23.01.2025;

20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Developer, does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee, Land Owner 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 of Haryana.

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

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, allotment letter, application form and any other documents and/or agreements executed between the Parties constitutes the entire Agreement between the Parties and shall be read harmoniously with respect to the subject matter hereof.

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The 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 in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and / or binding on the Developer to exercise such discretion in the case of other allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce

each and every provision.

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the 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, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant state act in the state of Haryana. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

29. NOTICES:

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

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

_____ (Allottee Address)

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

_____ (Allottee Address)

Krisumi Corporation Pvt. Ltd. (Developer)
Unit-02, 11th Floor, Emaar Capital Tower-2,
MG Road, Sector 26, Gurugram, Haryana (122002)

With a copy to:

Krisumi Sales Lounge, Sector 36A, Gurugram, Haryana-122004.

**Namo Lands Pvt. Ltd.
95, 2nd Floor, Kailash Hills, New Delhi 110065**

(Land Owner)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Authority and compensation if any may be adjudged by adjudicating officer under the Act, the Rules and regulations made thereunder.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

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

Please affix
photographs and sign
across the photographs

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

Please affix
photographs and sign
across the photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

(1) Signature _____ (Authorized Signatory)
Name: Mr. _____
C/o Krisumi Corporation Pvt. Ltd., Unit-02, 11th Floor, Emaar
Capital Tower-2, MG Road, Sector 26, Gurugram, Haryana
(122002) at Gurugram on _____

Please affix
photographs and sign
across the
photographs

In the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Land Owner:

(2) Signature _____ (Authorized Signatory)
Name: Mr. _____
C/Namo Lands Pvt. Ltd., 95, 2nd Floor, Kailash Hills,
New Delhi 110065 at on _____

Please affix
photographs and sign
across the
photographs

In the presence of:

WITNESSES 1:

_____(Signature)
_____(Name)
_____(Address)

WITNESSES 2:

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

A. DESCRIPTION OF THE UNIT APPLIED FOR:

- (i) Unit No. : _____
- (ii) Unit Type : _____
- (iii) Tower Name. : _____
- (iv) Floor No. : _____ (**_____ In Words**)
- (v) Carpet Area : _____ square meter (equivalent to _____ square feet approx.)
- (vi) Exclusive Balcony(ies) Area: _____ square meter (equivalent to _____ square feet approx.)
- (vii) External Wall Area : _____ square meter (equivalent to _____ square feet approx.)
- (viii) Exclusive Area (v+vi+vii) : _____ square meter (equivalent to _____ square feet approx.)
- (ix) Car Parking Usage Rights : _____ (Type)

Note: 1 square meter = 10.764 square feet

B. MODE OF BOOKING :

Direct / Referral ()

OR

Sales Organiser/Real Estate Agent/Channel Partner ()

SCHEDULE 'B'
FLOOR PLAN OF THE SAID APARTMENT

SCHEDULE 'C'
DETAILS OF TOTAL PRICE AND PAYMENT PLAN I: TOTAL PRICE

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

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

Stamp duty amount & Registration fee on the Conveyance deed shall be extra & payable by the Allottee(s) as applicable at the time of Conveyance Deed.

Service Related Charges as applicable at the time of offer of possession.

II: Payment Plan

PAYMENT PLAN (Tentative)		
PAYMENT PLAN : -Flexi Payment Plan (Tentative for reference purpose & may change from time to time)		
1.	Before Booking	10% of Total Sale Consideration + Registration & Stamp Duty on Agreement for Sale
2.	90 days from execution and registration of Agreement for Sale	15% of Total Sale Consideration
3.	Within 15 Months from Booking OR Completion of 1st Floor Slab, whichever is later	10% of Total Sale Consideration
4.	Within 24 Months from Booking OR Completion of 10th Floor Slab, whichever is later	15% of Total Sale Consideration
5.	Within 36 Months from Booking OR Completion of 24th Floor Slab, whichever is later	25% of Total Sale Consideration
6.	On Completion of Super Structure	7.5% of Total Sale Consideration
7.	On Application of OC	7.5% of Total Sale Consideration
8.	On Offer of Possession	10% of Total Sale Consideration + IFMSD/ Sinking Fund + Registration & Stamp Duty on Conveyance Deed+ Service Related charges

SCHEDULE 'D'
LIST OF SPECIFICATIONS OF THE APARTMENT

SCHEDULE 'E'
SPECIFICATION, AMENITIES AND FACILITIES WHICH ARE PART OF THE
PROJECT
SPECIFICATIONS OF COMMON AREAS

AMENITIES & FACILITIES

SCHEDULE 'F'
LAYOUT PLAN IDENTIFYING THE COMMON ACCESS ROAD