

GREENBURG

Ultra Luxurious Residential Condominiums
Sector-86, Gurgaon

Apartment Buyer's Agreement

GREENBURG

Sector 86, Gurgaon (Haryana)

Please read carefully:

Important Instructions to the Allottee(s)

The Allottee(s) states and confirms that the Project Developer has made the Allottee(s) aware of the availability of the Apartment Buyers' Agreement (hereinafter defined) on the Website : www.microtekinfra.com and at the head office of the Project Developer. The Allottee(s) confirms that the Allottee(s) has read and perused the Agreement, containing the detailed terms and conditions and in addition, the Allottee(s) further confirms to have fully understood the terms and conditions of the Agreement (including the Project Developer's limitations) and the Allottee(s) is agreeable to perform his obligations as per the conditions stipulated in the Agreement. Thereafter the Allottee(s) has applied for allotment of an apartment in the Said Complex and has requested the Project Developer to allot an apartment. The Allottee(s) agrees and confirms to sign the Agreement in entirety and to abide by the terms and conditions of the Agreement and the terms and conditions, as mentioned herein.

The Allottee(s) will 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 apartment(s). The Allottee(s) agrees and understands that if the Allottee(s) fails to execute and deliver the Agreement alongwith all annexures in its original form and all amounts due and payable as per the schedule of payment within Forty Five (45) days from the date of allotment of Said Apartment by the Project Developer, then the Allottee(s) authorizes the Project Developer to cancel the allotment and on such cancellation, the Allottee(s) consents and authorizes the Project Developer to forfeit the Earnest Money alongwith Non Refundable Amounts. Thereafter the Allottee(s) shall be left with no right, title or interest whatsoever in the Said Apartment.

The Allottee(s) further agrees and understands that the Project Developer is not obliged to send any notice/reminders in this regard. The Agreement shall not be binding on the Project Developer until executed by the Project Developer through its authorized signatory. The Project Developer reserves the right to request information as it may so desire concerning the Allottee(s). The Project Developer will not execute any Agreement wherein the Allottee(s) has made any corrections/cancellations/alterations/modifications. The Project Developer also has the right to reject any Agreement executed by any allottee(s) without any cause or explanation or without assigning any reasons thereof and the decision of the Project Developer shall be final and binding on the Allottee(s).

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

(Allottee(s))

Instructions for execution of the Agreement:

- 1) Kindly sign along with joint allottee, if any, on all places marked (x) in the Agreement including all annexures.
- 2) Kindly paste at the space provided, colour photographs including of joint Allottee (if any) and sign across the photographs.
- 3) Both of the signed copies of the Agreement with duly signed on all the annexures in its original form shall be returned to the Project Developer by registered post (AD)/hand delivery only within the time stipulated.
- 4) Kindly sign next to the tentative typical Floor Plan in Annexure VI as applied by the Allottee(s)
- 5) Witness's signatures to be done only on page 37 & 38.

APARTMENT BUYER'S AGREEMENT

AGREEMENT made and executed on this _____ day of _____ 20____ at Gurgaon.

BETWEEN

M/s Microtek Infrastructures Pvt. Ltd., a company registered under the Companies Act, 1956 having its registered office at D-5, Udyog Nagar, Main Rohtak Road, New Delhi 110041 and corporate office at 3rd Floor, Vatika City Point, Mehrauli-Gurgaon Road, Gurgaon (Haryana)-122001 (hereinafter referred to as the "Project Developer" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) having corporate identification No. U45200DL2010PTC204638, through its duly Authorized Signatory Mr. Pramod Kumar Agarwal vide Board Resolution dated 2nd September 2013, of the First Part.

AND

M/s. Deepanshu Projects Pvt. Ltd. a Company registered under the Companies Act, 1956, having its registered office at D-5, Udyog Nagar, Main Rohtak Road, New Delhi-110041 (hereinafter referred to as the "License Owning Project Developer (LOC)" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Other Part acting through its duly Authorized Signatory Mr. Pramod Kumar Agarwal vide Board Resolution dated 2nd September 2013, of the Second Part;

AND

1. Mr / Mrs / Ms _____
Son/Daughter/Wife of Mr / Ms _____
Resident of _____

*2. Mr / Mrs / Ms _____
Son/Daughter/Wife of Mr / Ms _____
Resident of _____

*3. Mr / Mrs / Ms _____
Son/Daughter/Wife of Mr / Ms _____
Resident of _____

(* to be filled in case of joint purchasers)

(hereinafter singly/jointly, as the case may be, referred to as the "Allottee" which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, legal representatives and successors) of the Other Part.

OR

(*M/s. _____ a partnership firm duly registered under the Indian Partnership Act,) 1932 _____ (hereinafter referred to as 'Allottee' which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs, legal representatives) of the Other Part (copy of the resolution signed by all Partners required) acting through its partner authorized by resolution dated _____ Mr/Ms _____ of the Other Part .

OR

** M/s. _____ a Project Developer registered under the Companies Act, 1956, having its registered office at _____ and Corporate Identification Number _____ (hereinafter referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof, include its successors) of the Other Part (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) acting through its duly authorized signatory Mr/Ms _____ authorized by Board resolution dated _____ of the Other Part.

(** Delete whichever is not applicable)

Project Developer's Representation

- A. WHEREAS LOC is the lawful owner and in actual possession of land admeasuring 14.643 acres approx. situated in the revenue estate of village Nakhraula, Sector-86, Tehsil & District Gurgaon, Haryana.
- B. AND WHEREAS the LOC has obtained licence bearing no. 104 of 2010 dated 03-12-2010 from the Director General, Town & Country Planning, Haryana (for short DGTCP) for the construction and development of residential group housing colony on the Said Land (hereinafter defined).
- C. AND WHEREAS the Project Developer has acquired the right to develop and market the residential group housing colony in its own name on the Said Land from the LOC vide Collaboration Agreement dated 06th April, 2011 entered into by and between the Project Developer and the LOC.
- D. AND WHEREAS the Project Developer and LOC (hereinafter defined) is owner of the Said Land (herein after defined) and in pursuant to an arrangement between Project Developer and LOC, the Project Developer is authorized to develop and construct on the Said Land. Further, the Project Developer is entitled to carry out

necessary improvements and to market, sell the units/apartments constructed on the Said Land and whereby the Project Developer is also authorised to book and collect the amounts.

- E. AND WHEREAS the LOC has authorised the Project Developer to sign all the documents necessary for marketing/selling/transfer of said apartment(s)
- F. AND WEHREAS the Project Developer and LOC has acquired some lands and will be acquiring some more lands in the neighbourhood of the Said Land and such lands as and when licensed and approved by the competent authorities may be made part of the Said Land and accordingly, the area of the Said Land may stand enhanced and in that case Location Plan as shown in Annexure-I of this Agreement shall automatically stand superseded and be substituted by such subsequently approved layout plans and shall be deemed to form a part of this Agreement.
- G. AND WHEREAS the Project Developer has specifically made it clear that the layout plan of the Said Land as is presently annexed hereto are approved by DGTCP, Haryana, Chandigarh and any change/directions/conditions imposed by DGTCP at any stage while modifying the layout plan shall be binding on the Allottee(s) and the Allottee(s) hereby agrees that it shall not be necessary on the part of the Project Developer to seek consent of the Allottee(s) for the purpose of making any changes in order to comply with such directions, conditions, changes and the layout plans of the Said Land as may be amended and approved from time to time, shall supersede the present layout plan as given in annexure-I hereto and/or previously approved layout plans as the case may be.
- H. AND WHEREAS the layout plan of the Said Complex, as given in annexure-I of this Agreement may have commercial areas, as may be earmarked in addition to group housing, however, this Agreement is confined and limited in its scope only to the sale of the Said Apartment (herein after defined) in the Said Building (hereinafter defined) of the Said Complex (hereinafter defined) in accordance with the building plans approved by DGTCP. The Allottee(s) understands that the area of the Said Land or thereabout may be modified in future to the extent as may be required/desired by the Project Developer to comply with such directions, conditions, changes and modifications and shall be free to carry out/develop it in any manner as the Project Developer may deem fit and/or pursuant/ consequent to any directions/approvals by the DGTCP, Chandigarh, Haryana.
- I. AND WHEREAS it is clarified that the Project Developer has not intended to convey right or interest in any of the land falling outside the Said Building/Said Complex/Said Land and no impression of any kind has been given with regard to the constructions that may take place on the land outside the Said Land.

Allottee(s) Representations:

- J. AND WHEREAS the Allottee(s) vide Application dated _____ applied for allotment of Said Apartment and the right of exclusive use of Car Space(s) (herein after defined) in the Said Complex after perusal and understanding the terms and conditions of this Agreement
- K. AND WHEREAS the Allottee(s) acknowledges that the Project Developer has provided all the information and clarifications as required by the Allottee(s) and that the Allottee(s) is fully satisfied with the same and the Allottee(s) has relied on his own judgment and investigation in deciding to apply for allotment of the Said Apartment and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Project Developer, or any selling agents/sales organizers/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex/Said Apartment/Said Building. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self contained and complete in itself in all respects.
- L. AND WHEREAS the Allottee(s) has gone through all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Complex and it provide the

occupants with a sense of pride and identity for their residence and it is because of this reason that the Allottee(s) is investing in the Said Apartment/Said Complex. The Allottee(s) has assured the Project Developer that in his judgment that such exclusivity would enhance goodwill and prestige of the Allottee(s) residence and as such, the Allottee(s) is/are fully satisfied with the purpose/objective of incorporating these conditions. The Allottee(s) also confirm that the Allottee(s) have chosen to invest in the Said Apartment/Said Complex after exploring all other options of similar properties available with other builders, developers and available in resale in the vast and competitive market of National Capital Region and the Allottee(s) find that the Said Apartment/Said Complex is suitable for the Allottee(s)'s residence, and therefore, have voluntarily approached the Project Developer for allotment of the Said Apartment in the Said Complex.

M. AND WHEREAS the Allottee(s) hereby confirms to the Project Developer that the Allottee(s) is signing this Agreement without any pressure, coercion, undue influence, under influence of misrepresentation and on its own free will and full presence of healthy mind alongwith having full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Said Complex/Said Building and the terms and conditions contained in this Agreement and the Allottee(s) has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement.

N. AND WHEREAS the Project Developer relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith the Application to allot the Said Apartment and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Definitions

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

"Apartment Act" means the Haryana Apartment Ownership Act 1983 and the Rules and/or any other statutory enactment or modifications thereof.

"Additional PLC" means the charges payable in addition to the PLC for the Said Apartment being additionally preferentially located, which shall be calculated on per sq. m./ per sq.ft. based on the super area of the Said Apartment.

"Agreement" means this Apartment Buyers' Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the Said Apartment and/or the right to use the Car Space(s) in the Said Complex, executed by the Allottee(s) and Project Developer.

"Allottee" means the person who is entering into this Agreement with the Project Developer for the Said Apartment allotted to the Allottee(s) and who has signed and executed the Agreement.

"Amenities and Facilities" shall mean and include but not limited to the shops, clubhouse, swimming pool, tennis court, school, etc. in the Said Complex the ownership of which shall always vest with the Project Developer and the Allottee(s) herein shall not have any claim or right of any nature whatsoever in shops, clubhouse, swimming pool, tennis court, school etc. in the Said Complex.

"Apartment Area" shall have the meaning ascribed to it in Annexure-VII.

"Common Areas and Facilities" means such common areas and facilities within the Said Building/Said Complex

earmarked for common use of all the allottee(s), limited to and precisely listed in Part A, Part B and Part C of Annexure-IV.

"Project Developer" shall have the meaning as ascribed to it in the Preamble.

"Conveyance Deed" means the deed of conveyance which shall convey title of the Said Apartment in favour of the Allottee(s) in accordance with this Agreement.

"Earnest Money" means 15% of the Total Price, of the Said Apartment amounting to Rs. _____/-
(Rupees _____

_____Only) payable by the Allottee(s)
and more clearly setout in schedule of payments, Annexure-III A & B.

"External Development Charges (EDC)" means the charges levied or leviable on the Said Complex/Said Land (whatever name called or in whatever form) by the Government of Haryana or any other Competent authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.

"Foot Print" shall mean the precise land underneath the Said Building.

"Force Majeure" means any event or combination of events or circumstances beyond the control of the Project 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 Project Developer's ability to perform obligations under this Agreement, which shall include but not be limited to:

- (a) act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lockouts, 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 the terms and conditions as agreed in this Agreement;
- (g) any legislation, order or rule or regulation made or issued by the Gov. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building 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 event or circumstances analogous to the foregoing.

"Governmental Authority" or "Governmental Authorities" 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 Complex/Said Building is situated;

"IFMS" means The Interest Free Maintenance Security to be paid by the Allottee(s) for the maintenance and upkeep of the Said Complex/Said Building to be paid as per the Schedule of payments (attached as Annexure III A & B to this

Agreement) to the Project Developer or to the Maintenance Agency @ Rs.807.30/- per sq. m. (Rs.75/- per sq. ft.) of the Super Area of the Said Apartment.

"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;

"Infrastructure Augmentation Charges (IAC)" means the infrastructure augmentation charges levied/leviable (by whatever name called, now or in future) by the Governmental Authority(ies) for recovery of the cost of augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges and any further increase in any such charges.

"License Owning Companies (LOC)" means M/S Deepanshu Projects Pvt. Ltd as setup in nomenclature of the parties above in this agreement.

"Maintenance Agency" means the Project Developer, its nominee(s) or association of apartment allottee's or such other agency/body/Project Developer/association of condominium to whom the Project Developer may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/Said Building.

"Maintenance Charges" shall mean the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services of the Said Building/Said Complex, 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, water, 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 Complex. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.

"Non-Refundable Amounts" means the interest paid or payable on delayed payments, brokerage paid/payable by the Project Developer, if any, etc.

"Right to use Car Space(s)" means the exclusive right of the Allottee(s) to use the Car space(s) only and in no manner confer title thereof in favour of Allottee(s).

"Person" means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.

"Preferential Location Charges (PLC)" means charges for each of the preferential location attribute(s) of the Said Apartment payable/as applicable to be calculated on the per sq. ft./per sq. m., based on super area of the Said Apartment, as mentioned in this Agreement.

"Said Apartment" means the apartment allotted to the Allottee(s) and/or an exclusive right to use Car Space(s), details of which have been set out in clause 1.1 of this Agreement, the tentative typical Floor Plan (Annexure-VI) layout plan given in Annexure-II and the tentative specifications of the same given in Annexure-V and includes any alternative apartment allotted in lieu of the Said Apartment.

"Said Building" means the tower/building in the Said Complex in which the Said Apartment will be located.

"Said Complex" means the "Greenburg" Sector-86, Gurgaon, Haryana, comprising of residential apartment buildings, shops, clubhouse swimming pool, tennis court, community shopping, school, and EWS apartment etc. and any other building Amenities and Facilities as may be approved by the Governmental Authority.

"Said Land" means the land admeasuring about 14.64 acres or thereabout situated in Sector-86 in the revenue estate of village Nakhraula, District Gurgaon, Haryana, on which the Said Complex is being developed.

"Super Area" shall have the meaning ascribed to it in Annexure-VII.

"Taxes and Cesses" means any and all kind of taxes and cesses including but not limited to value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other taxes and cesses by whatever name called paid or payable by the Project Developer and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the Said Apartment/Said Building/Said Complex.

"Total Price" means the amount amongst others, payable for the Said Apartment which includes basic sale price, PLC (if the Said Apartment is preferentially located), Additional PLC (if the Said Apartment is additionally preferential located) calculated on per sq.ft./per sq.m. based on the super area of the Said Apartment and price for exclusive right to use of Car Space(s) but does not include other amounts, charges, security amount etc., which are payable in accordance with the terms of this Agreement, including but not limited to

- i) EDC, IDC, IAC, increase in EDC, IDC, IAC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called.
- ii) IFMS.
- iii) Maintenance charges, property tax, municipal tax on the Said Apartment.
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
- v) Taxes and Cesses.
- vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vii) Club membership fees and club charges, as applicable.
- viii) Cost of right to use additional Car space(s), if any, allotted to the Allottee(s).
- ix) Charges/cost of providing sewer, storm water and water connection, including cost for meter installation, to the Said Apartment from the main line serving the Said Complex/Said Apartment.
- x) Cost for providing power back up including that of equipments, DG set, cabling, installation etc.
- xi) All deposits and charges paid/payable by the Project Developer to Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL) or any other body.
- xii) Proportionate share towards the cost incurred by the Project Developer for construction/ nstallation of sub-station/ power house/transformers/equipments, etc.
- xiii) Charges/costs for providing connection from feeder pillars up to the Said Apartment including any deposits and cost for meter installation.
- xiv) Any other charges that may be payable by the Allottee(s) as per the other terms of the Agreement and such other charges as may be demanded by the Project Developer.

Which amounts shall be payable by the Allottee(s) in addition to the Total Price in accordance with the terms and conditions of the Agreement and as per the demand raised by the Project Developer from time to time.

“Tripartite Maintenance Agreement” means the tripartite maintenance agreement executed by the Allottee(s), Project Developer and the Maintenance Agency. The Allottee(s) has to sign and execute the same as when so provided by the Project Developer or Maintenance Agency.

Interpretation :

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

The Allottee(s) agrees that wherever in this Agreement, it is explicitly mentioned that the Allottee(s) has understood or acknowledged obligations of the Allottee(s) or the rights of the Project Developer, the Allottee(s) has given consent to the actions of the Project Developer or the Allottee(s) has acknowledged that the Allottee(s) has no right of whatsoever nature, the Allottee(s) in furtherance of the same, shall do all such acts, deeds or things, as the Project Developer may deem necessary and/or execute such documents/deeds in favour of the Project Developer at the first request without any protest or demur.

1. Price payable for the Said Apartment

1.1 In accordance with and subject to the terms and conditions set out in this Agreement, the Project Developer agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Said Apartment in the Said Complex as per details mentioned below.

Said Apartment No.: _____ Floor: _____ Tower No.: _____

Super Area _____ - _____ sq. m. (_____ sq.ft. (approx.))

Basic Sale Price:

Rs. _____ per sq.m. (Rs. _____ per sq.ft.) of the Super Area

PLC, as applicable:

- (i) Central Greens (6% of BSP),
- (ii) Golf Putting / Pool Facing (4% of BSP),
- (iii) Corner (3% of BSP),

(iv) In case of G + 13 :

- a) Ground Floor (5% of BSP),
- b) First Floor (4% of BSP),
- c) Second Floor (3% of BSP),
- d) Eleventh Floor (3% of BSP),
- e) Twelfth Floor (4% of BSP),
- f) Thirteenth Floor (5% of BSP),

(v) In case of G + 21 :

- a) Ground Floor (5% of BSP),
- b) First Floor (4% of BSP),
- c) Second Floor (3% of BSP),
- d) Nineteenth Floor (3% of BSP),
- e) Twentieth Floor (4% of BSP),
- f) Twenty-First Floor (5% of BSP),

Total PLC: _____%

Rs _____ /-(Rupees _____ only)

Right to use Car Space(s) no.:

(1) _____ (2) _____ (3) _____

Price for exclusive right to use each Car Space(s): Rs. _____ /-(Rupees _____ only)

Total Price payable for the Said Apartment: Rs. _____ /-(Rupees _____ only).

PAYMENT PLAN: Down Payment Flexible Construction Linked Plan

ice payable for the Said Apartment: Rs. _____ /-(Rupees _____ only)

Payment received vide Cheque/DD/Pay Order No. _____ dated _____ for
Rs. _____ out of NRE/NRO/FC/SB/CUR/CA Acct _____

Booking Receipt No. _____ Dated _____

- 1.2 The Allottee(s) understands and agrees to pay increases, if any, due to increase in Super area as explained in clause 1.6 increase in EDC, IDC, IAC, increase on account of additional fire safety measures undertaken as mentioned in clause 1.11 increases in all types of security, deposits, charges and increase thereof for bulk supply of electrical energy as mentioned in clause 1.13 and all other increases in cost/charges, specifically provided to in this Agreement and/or any other increases in charges which may be levied or imposed by the Government Authorities from time to time or as stated in this Agreement.
- 1.3 The Allottee(s) shall make the payment of the Total Price as per the payment plan opted by the Allottee(s) as set out in schedule of payments Annexure-III A & B to this Agreement along with all other charges, Taxes and Cesses, securities, deposits, etc. increases, as mentioned in this Agreement shall be payable by the Allottee(s) as and when demanded by the Project Developer.
- 1.4 The Project Developer may allow, in its sole discretion, rebate for early payments of installments, payable by the Allottee(s) by discounting such early payments @12% per annum for the period by which the respective instalment has been advanced. The provision for allowing rebate and such rate of rebate shall be subject to revision/withdrawal, without any notice, at the sole discretion of the Project Developer.
- 1.5 The Allottee(s) understands that the building plan, layout plan of the Said Complex/Said Apartment as approved by the Governmental Authority is subject to change as per the discretion of the Project Developer and/or as directed by the Governmental Authority.
- 1.6 The Allottee(s) acknowledges and understands that the Total Price of the Said Apartment is calculated on the basis of its Super Area, which is tentative, except the right to exclusive use of Car Space(s) which is charged on lumpsum basis. The Super Area of the Said Apartment may increase or decrease, any such change in the Super Area shall be communicated to the Allottee(s) during or after the construction of the Said Complex is complete and the occupation certificate in respect of the same has been granted by the Governmental Authority. The Allottee(s) agrees and undertakes to pay for increase, if any, in Super Area of the Said Apartment on demand by the Project Developer. On reduction in the Super Area, the refundable amount due to the Allottee(s) shall be adjusted in the next instalment by the Project Developer as set forth in the schedule of payments in Annexure-III A & B.
- 1.7 (i) The Allottee(s) agrees that a sum of Rs. _____/- (Rupees _____ only) is towards PLC/, calculated in the table contained in clause 1.1 and is to be paid by the Allottee(s) in the manner and within the time as stated in the schedule of payments given in Annexure-III A & B.
- (ii) The Allottee(s) agrees that if due to any change in the lay-out plan/building plan of the Said Complex/Said Building :
- a) The Said Apartment ceases to be preferentially located, then only the amount of PLC, paid by the Allottee(s) shall be refunded with simple interest @9% (Nine) per annum from the date of realization of the amounts of PLC and such refund shall be through adjustment in the next instalment, as stated in the schedule of payment opted by the Allottee(s) (Annexure-III A & B).
 - b) The Said Apartment becomes preferentially located, if at the time of the Application/Agreement it was not preferentially located, the Allottee(s) shall pay PLC of the Said Apartment to the Project Developer, as applicable and payable additionally alongwith next instalment, as stated in the schedule of payment opted by the Allottee(s).
 - c) The Said Apartment becomes additionally preferentially located (through additional preferential attributes), the Allottee(s) shall pay Additional PLC for such Additional PLC attributes to the Project Developer, as applicable and in the manner as specified in clause 1.7.

The Allottee(s) understands that in case of change in the location of the Said Apartment due to change in the layout plan/building plan of the Said Complex/Said Building or otherwise, the Allottee(s) shall have no other right or claim except as mentioned hereinabove.

- 1.8 In addition to the Total Price and other charges mentioned in the Agreement, the Allottee(s) shall pay an amount of Rs.1,25,000/- (Rupees One Lac Twenty Five Thousands Only) towards membership fee for the club facility to be provided in Said Complex. The amount shall be paid by the Allottee(s) as and when demanded by the Project Developer/ agency. The Allottee(s) understands that the above charges are subject to revision by the Project Developer or the agency managing the club, which shall be final and the Allottee(s) undertakes to abide by the same. In addition to the above, the Allottee(s) shall be liable to pay usage charges in accordance with the usages and services availed by the Allottee(s) and the Allottee(s) shall be required to sign and execute necessary documents for the membership of the club which shall contain the detailed terms and conditions of membership of the club and the Allottee(s) shall be bound by the same.
- 1.9 The Allottee(s) agrees and understands that in addition to Total Price, the Allottee(s) shall be liable to pay all Taxes and Cesses, which shall be charged and paid as follows:
 - a) A sum equivalent to the proportionate share of all applicable Taxes and Cesses shall be paid by the Allottee(s) to the Project Developer. The proportionate share shall be the ratio of the super area of the Said Apartment to the total super area of all the apartments, other buildings, shops, club, community centre, school etc. in the Said Complex.
 - b) The Project Developer shall periodically intimate the Allottee(s), on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above, which shall be final and binding on the Allottee(s) and the Allottee(s) shall make payment of such amount within thirty (30) days of such intimation.
- 1.10 The Allottee(s) agrees to pay as and when demanded by the Project Developer all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the Said Apartment within the stipulated period as mentioned in the demand notices and upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the Allottee(s) in respect of the Said Apartment and right to use Car Space(s). In case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Project Developer shall have the right to cancel the allotment and forfeit the Earnest Money and Non Refundable Amounts, etc. and refund the balance amount to the Allottee(s) without any interest.
- 1.11 The Allottee(s) agrees that any payment towards EDC/IDC/IAC levied/leviable or any increase thereof by the Government or any other Governmental Authority(ies) shall be paid by the Allottee(s) and any further increase in EDC/IDC/IAC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any Governmental Authority(ies) shall be paid by the Allottee(s). It is also agreed by the Allottee(s) that all such levies/increases may be levied by the Government of Haryana or any other Governmental Authority(ies) on prospective or retrospective basis effective from the date of licence(s) of the Said Building/Said Apartment/Said Land. The Project Developer makes it clear that if it is required to pay such levies, EDC/IDC/IAC, interest and other charge etc. in such prospective/retrospective manner from the date of licence(s), then the Project Developer shall demand, and the Allottee(s) undertake(s) to pay the same. The pro-rata demand made by the Project Developer to the Allottee(s) with regard to EDC/IDC/IAC increase in EDC/IDC/IAC shall be final and binding on the Allottee(s). If the EDC/IDC/IAC increased EDC/IDC/IAC is not paid, then the non-payment of such charges shall be treated as unpaid sale price as per the Application/Agreement and the Project Developer shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts and the balance

amount, if any, shall be refunded to the Allottee(s). If the EDC/IDC/IAC increased EDC/IDC/IAC is levied (including with retrospective effect) after the conveyance deed has been executed, the Allottee(s) agrees and undertakes to pay the same on demand by the Project Developer and if the demanded charges are not paid, then the same shall also be treated as unpaid sale price of the Said Apartment/right to use Car Space(s) and the Project Developer in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Apartment/right to use Car Space(s) till such unpaid charges are paid by the Allottee(s).

1.12 The Allottee(s) agrees and understands that the Total Price mentioned in this Agreement is inclusive of cost of providing electric wiring and switches in each apartment and the fire fighting equipment in the common areas as provided in the existing fire fighting code/regulations and power back up not exceeding 6 KVA for 2 BHK with Study, 7 KVA for 3 BHK with Servant Quarter, 8 KVA for 3 BHK with Servant Quarter and Study and 9 KVA for 4 BHK with Servant Quarter after accounting for an overall suitable diversity 60% per apartment in addition to that for the common areas and services but does not include cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be installed by the Allottee (at his/their own costs as well as the charges for water and electricity connection). If, however, due to any subsequent legislation/government order or to directives and guidelines or if deemed necessary by the Project Developer or any of its nominees, additional fire safety measures are undertaken, then the Allottee(s) agrees to pay the additional expenditure incurred thereon on a pro-rata basis along with other Allottees as determined by the Project Developer in its absolute discretion.

1.13 The Allottee(s) agrees and understands that if the Project Developer or the Maintenance Agency decides to apply for and thereafter receives permission, from DHBVNL or from any other body/commission/regulatory/licensing authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the Said Complex/Said Building then the Allottee(s) undertakes to pay on demand to the Project Developer proportionate share as determined by Project Developer of all deposits and charges paid/ payable by the Project Developer or the Maintenance Agency to DHBVNL/any other body/commission/regulatory/licensing authority constituted by the Government of Haryana failing which the same shall be treated as unpaid sale price of the Said Apartment payable by the Allottee(s) for the Said Apartment and the conveyance of the Said Apartment shall be withheld by Project Developer till full payment thereof is received by the Project Developer from the Allottee(s). Proportionate share of cost, incurred by the Project Developer for creating infrastructure like HT Feeder, EHT Sub-Station etc. shall also be payable by Allottee(s) on demand as and when raised by the Project Developer. Further the Allottee(s) agrees that the Project Developer shall be entitled to withhold electricity supply to the Said Apartment till full payment of such deposits and charges is received by the Project Developer or the Maintenance Agency. Further, in case of bulk supply of electrical energy, the Allottee(s) agrees to abide by all the conditions of sanction of bulk supply including but not limited to waive off of the Allottee(s)'s rights to apply for individual/direct electrical supply connection directly from DHBVNL or any other body responsible for supply of electrical energy. An undertaking in this regard has to be executed and furnished by the Allottee(s) to the Project Developer or Maintenance Agency alongwith signed Maintenance Agreement as and when so provided by the Project Developer or Maintenance Agency. The Allottee(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by Project Developer from time to time.

1.14 The Allottee(s) agrees and understands that the Project Developer or its agents/its subsidiaries/associates/affiliates or sister concerns, and subject to such Government approvals as may be necessary; may enter into an arrangement of generating and/or supplying power to the Said Complex and any other project/complex which the Project Developer may develop in future. In such an eventuality the Allottee(s) fully concur and confirm that the Allottee(s) shall have no objection to such arrangement for generating and/or supply of power and the Allottee(s) gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to Said Apartment directly and the Allottee(s) understands the possibility of it being to the exclusion of power supply from DHBVNL/State Electricity Boards (SEBs)/any other source. This arrangement could be

provided within the Said Complex/future project/colonies by the Project Developer or its agents directly or through the respective association of apartment owners in the Said Complex. Further, the Project Developer or its agents/its subsidiaries/associates/affiliates or sister concerns shall have the sole right to select the site, capacity and type of the power generating and supply equipment/plant as may be considered necessary by the Project Developer or its agents/its subsidiaries/associates/affiliates or sister concerns from time to time. The said equipment /plant may be located anywhere in or around the Said Complex. The Project Developer or its agents/its subsidiaries/associates/affiliates or sister concerns shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time by the Project Developer or the concerned authority(ies) which may or may not be limited to the rate and charged by the Dakshin Haryana Bijli Vitran Nigam (DHBVN)/State Electricity Boards (SEBs), the Allottee(s) shall be liable to pay the amount based on the tariff to the Project Developer or its agents directly or through the association of Allottee respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Project Developer or its agents/its subsidiaries/associates/affiliates or sister concerns. Such power generating and/or supplying equipment may during its operation cause inconvenience to the Allottee(s) and the Allottee(s) shall have no objection to the same. The Allottee(s) shall be obliged to pay the consumption charges as per the meter readings. The Allottee(s) shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever. This clause shall survive the conveyance of the Said Apartment or any subsequent sale/resale or conveyancing thereof.

1.15 Subject to the terms and conditions of this Agreement and upon execution of Conveyance Deed, the Allottee(s) shall have the following rights with regard to the Said Apartment.

- i) Ownership of the Apartment Area;
- ii) undivided proportionate interest in the Foot Print (excluding the basement reserved for right to use Car Space(s) and services) calculated in the ratio of Super Area of the Said Apartment to the total super area of all apartments in the Said Building/Said Complex, as the Project Developer may decide.
- iii) Exclusive right to use the Car Space(s) (without any ownership right) for parking of vehicles only and for no other use whatsoever (as listed in Part D of Annexure -IV). The Allottee(s) hereby acknowledges that the Said Apartment along with right to use Car Space(s) will be treated as a single indivisible unit for all purposes including the Apartment Act and, as such, cannot be transferred separately. The Allottee(s) agrees that the Allottee(s) shall not have any claim, right or interest whatsoever in respect of right to use any other Car space(s) save and except the Parking Space(s). The Project Developer shall have sole right to deal with or dispose of other parking space(s) in the Said Complex in the manner in which the Project Developer may deem fit.
- iv) Undivided proportionate interest in and right to use the Common Areas and Facilities within the Said Complex only. The interest of Allottee(s) in the Common Areas and Facilities (as listed in Part A and Part B of Annexure-IV of the Agreement) is undivided and cannot be separated. Subject to timely payment of Maintenance Charges, the Allottee(s) shall use the Common Areas and Facilities harmoniously along with other apartment owners, maintenance staff, etc. without causing any inconvenience or hindrance/annoyance to them.
- v) Right to only use the general common areas and facilities within the Said Complex limited to and precisely listed in Part C of Annexure-IV of this Agreement, which may be within or outside the Foot Print earmarked by the Project Developer as commonly used areas by all allottees of all the apartment buildings constructed on the Said Land. The identification by the Project Developer of such areas shall be final and binding on the allottees. However, such general commonly used areas and facilities earmarked for common use of all the allottees shall not include the exclusive reserved car spaces/stilts/open car Space(s) and in basements

individually allotted to the allottees of the residential/commercial spaces and other buildings for their exclusive use. The Allottee(s) acknowledges that these general common areas and facilities have not been included in the computation of Super Area of the Said Apartment.

vi) Right of usage of the club subject to fulfilment of the terms and conditions.

1.16 The Allottee(s) acknowledges and confirms that the Allottee(s) has not paid any amount towards any other lands, areas, facilities and amenities including but not limited to those listed below, and as such, the Allottee(s) shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of this Agreement. The Allottee(s) acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Project Developer and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/method of use, disposal etc. creation of rights in favour of any other Person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other Person.

i) All lands (except the general commonly used areas and facilities within the Said Complex earmarked for common use, limited to and precisely listed in Part B of Annexure-IV of the Agreement), falling outside the Foot Print, including but not limited to those as listed in Annexure-IV, Part-C, or any other facility or amenity as may be provided by the Project Developer or as provided in accordance with the directions of any Governmental Authority(ies) including any club house, swimming pool, tennis court, shops, community shopping, schools and EWS apartments, etc. in the Said Complex, are specifically excluded from the scope of this Agreement and the Allottee(s) shall not have any right of any nature whatsoever in such lands, areas, facilities and amenities within the Said Complex/Said Land or anywhere on the Said Land.

ii) All land(s) [other than usage of land(s) earmarked by the Project Developer in the lay out plan as may be approved from time to time or otherwise as public roads, public streets for exiting only for use by general public falling outside the periphery/boundary of the Said Land are clearly outside the scope of this Agreement and the Allottee(s) shall have no right of any nature whatsoever in such lands.

iii) Super Area of the Said Apartment does not include any recovery/loading towards the cost of construction or area of club/community center within the Said Complex. The Allottee(s) agree and understand that the Allottee(s) shall only have conditional right of usage of facilities which may be provided in the club/community center within the Said Complex. However, the Project Developer reserves the right to include such area in the computation of the final super area of the Said Apartment at any stage with the proviso that the price shall not be charged for such additional area of the club/community center from the Allottee(s) and the Allottee(s) shall not raise any objection thereto. It is clarified and understood that this club is distinct and independent from any other club in any other recreational and sporting activities, if any, and any other activity/amenity, facility of a general nature provided by the Project Developer. This right of usage is limited to the club within the Said Complex only and is subject to the fulfilment of the terms and conditions as stipulated in this Agreement and schedule of payments. The Project Developer shall have the right to formulate the management, structure and policy, rules and regulations for the said club/community center and upon intimation of the formalities to be complied with by the Project Developer the Allottee(s) undertakes to fulfill the same. It is understood that the club/community center usage is limited only to the occupants of the Said Complex and the Project Developer may make suitable provisions and covenants to this effects and in the necessary documents which the Allottee(s) agrees and undertakes to comply with without raising any objections. It is understood that the entire operating cost of the said club, facilities, improvements/upgradations to be carried over a period of time, direct usage charges of the facilities used and items consumed by the Allottee(s) from time to time, shall in no way constitute any portion of the Total Price of the Said Apartment and shall be paid extra by the Allottee(s).

To avoid any confusion between the Project Developer and the Allottee(s), the Project Developer is selling the Said Apartment on super area basis. The carpet area shall be the apartment area excluding walls and balcony area. It is further understood by the Allottee(s) that the definition of super area and apartment area is more clearly set out in Annexure-VII.

- iv) Any additional construction on the Said Land and/or additional buildings in and around the Said Land, which the Project Developer may construct in order to utilize the additional FAR, if any, to the Said Complex/Said Building.

1.17 The Allottee(s) understands that the right to use Car Space(s) allotted to him shall be an integral part of the Said Apartment which cannot be sold/dealt with independent of the Said Apartment. The Allottee(s) may apply for right to use additional Car Space which may be allotted subject to availability and at the prevailing price. All clauses of the Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the right to use Car Space(s) so allotted, wherever applicable. The Allottee(s) agrees that the right to use Car Space(s) allotted to the Allottee(s) shall not form a part of common areas of the Said Building/Said Complex for the purpose of the declaration which may be filed by the Project Developer under the Apartment Act.

1.18 The Allottee(s) acknowledges that the Project Developer, may make the Said Complex a part of any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate and the Allottee(s) shall not have any right to raise any objection in this regard. In the event of any such formation, the Common Areas and Facilities and the undivided interest therein of each apartment owner shall be specified by the Project Developer in the declaration which shall be filed by the Project Developer in compliance of the Apartment Act which shall be conclusive and binding upon the Allottee(s) and the Allottee(s) shall not have any right to raise any objection/dispute in this regard against the Project Developer/Association of Apartment Owners or Association of Condominium, as the case may be.

1.19 (a) The Allottee(s) agrees and understands that the Said Apartment/Said Building/Said Complex may be subject to the Apartment Act. The Common Areas and Facilities and the undivided interest of each apartment owner in the Foot Print of the Said Building as decided by the Project Developer or as specified by the Project Developer in any declaration (which may be filed by the Project Developer in compliance of the Apartment Act) shall be conclusive and binding on the Allottee(s). The Allottee(s) agrees and confirms that the Allottee(s)'s right, title and interest in the Said Apartment, common areas and facilities and the undivided interest in the Foot Print of the Said Building shall be limited to and governed by what may be decided or specified by the Project Developer in such declaration. The Allottee(s) shall be required to join the society/association of the owners of the apartments and the Allottee(s) agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Project Developer/Maintenance Agency for this purpose.

(b) The Allottee(s) agrees that the Project Developer may for the purpose of complying with the provisions of the Apartment Act or any other applicable laws, substitute the method of calculating the undivided proportionate share/interest in the Foot Print of the Said Building and in common Areas and Facilities in any declaration with respect to the Said Apartment in any manner, as may be necessary for such compliance.

2. Payment for taxes on land, wealth-tax, cesses by Allottee(s):

The Allottee(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Apartment or land appurtenant thereto as the case may be as assessable or applicable from the date of the allotment. If the Said Apartment is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Apartment is not assessed separately then the same shall be paid on pro-rata basis and the

determination of proportionate share by the Project Developer and demand shall be final and binding on the Allottee(s).

3. Amount paid by Allottee(s) with Application / Agreement

The Allottee(s) has paid a sum of Rs. _____ /-(Rupees _____ only)

excluding service tax, being part payment towards the Total Price at the time of Application/Agreement, the receipt of which the Project Developer doth hereby acknowledge and the Allottee(s) agrees to pay the remaining price of the Apartment as prescribed in schedule of payments (Annexure-III A & B) attached with this Agreement along with all other charges, Taxes and Cesses, securities, etc. as may be demanded by the Project Developer within the time and in the manner specified therein.]

4. Earnest Money

The Allottee(s) agrees and confirms that out of the total amount(s) paid/payable by the Allottee(s) for the Said Apartment and the right to use Car Spaces, 15% of the Total Price of the Said Apartment and right to use Car Spaces amounting to Rs. _____ /-(Rupees _____ only)

shall be treated as Earnest Money to ensure fulfilment of the terms and conditions as contained in the Application and this Agreement.

Without prejudice to the Project Developer's rights in this Agreement/Application, the Project Developer may at its sole discretion waive the breach by the Allottee in not making payments after the allotment stage, as stated in schedule of payment (Annexure-III A & B), within the stipulated time by the Allottee on the condition that the Allottee shall make the defaulted payment to the Project Developer within 90 (Ninety) days from the due date of such defaulted payment along with payment of an interest @24% per annum, failing which the allotment of the Said Apartment shall stand cancelled and the amount paid by the Allottee(s) shall be refunded after forfeiting the Earnest money and deducting other Non-Refundable Amount without any interest.

In the event, the Allottee(s) fails to perform any obligations or commit breach of any of the terms and conditions, mentioned in the Application and/or this Agreement, including but not limited to the occurrence of any event of default as stated in this Agreement and the failure of the Allottee(s) to sign and return this Agreement in original to the Project Developer within 45 days from the date of allotment of Said Apartment, the Allottee(s) agrees, consents and authorizes the Project Developer to cancel the allotment and on such cancellation, the Allottee(s) authorizes the Project Developer to forfeit the Earnest Money alongwith Non Refundable Amounts and refund the balance amount without any interest. Thereafter the Allottee(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment/Right to use Car Spaces. It is understood by the Allottee(s) that the Project Developer is not required to send reminders/notices to the Allottee(s) in respect of the obligations of the Allottee(s) as set out in this Application and/or Agreement and the Allottee(s) is required to comply with all its obligations on its own. The Project Developer shall thereafter be free to resell and or deal with the Said Apartment/Right to use Car Spaces in any manner whatsoever.

5. Mode of payment

The Allottee(s) shall make all payments within the stipulated time as mentioned in the schedule of payments as given in Annexure-III A & B annexed to this Agreement and other charges and amounts, as may be demanded by

the Project Developer from time to time, without any reminders from the Project Developer, through A/C payee cheque(s)/demand draft(s) in favour of 'M/S Microtek Infrastructure Pvt. Ltd.' payable at Gurgaon.

6. Compliance of laws relating to remittances

The Allottee(s) shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications, made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc. and provide the Project Developer with such permissions, approvals which would enable the Project Developer to fulfill its obligations under this Agreement. The Allottee(s) agrees that in the event of any failure on his/their part to comply with the applicable guidelines issued by RBI, the Allottee(s) alone shall be liable for any action under FEMA. The Allottee(s) shall keep the Project Developer fully indemnified and harmless in this regard. The Project Developer shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in this Agreement, allotment of the Said Apartment in any way and the Project Developer shall issue the payment receipts in favour of the Allottee(s) only.

7. Adjustment/Appropriation of payments

The Allottee(s) authorizes the Project Developer to adjust/appropriate all payments that shall be made by the Allottee(s) under any head(s) of dues against outstanding heads in Allottee's name and the Allottee(s) shall not have a right to object/demand/direct the Project Developer to adjust the payments in any manner otherwise than as decided by the Project Developer.

8. Time is the essence

The Allottee(s) agrees that time is essence with respect to payment of Total Price and other charges, deposits and amounts payable by the Allottee(s) as per this Agreement and/or as demanded by the Project Developer from time to time and also to perform/observe all the other obligations of the Allottee(s) under this Agreement. The Project Developer is not under any obligation to send any reminders for the payments to be made by the Allottee(s) as per the schedule of payments and for the payments to be made as per demand by the Project Developer or other obligations to be performed by the Allottee(s).

9. Construction of the Said Building/Said Apartment/Said Complex

The Allottee(s) has seen and accepted the schedule of payments, (as given in Annexure-III A & B) and the Sanctioned Plans as described in "Details as per DGTCP Requirements" annexed after Annexures in this Agreement, Specifications as given in Annexure-V, Location Plan as Annexure-I, Floor Plan as given in Annexure-VI, Layout Plan(s) as given in Annexure-II, to this Agreement. However it is made clear and understood to the Allottee(s) that plans are sanctioned by the competent authority vide letter No. ZP-705/JD (BS)/2012/ 3484 dated 29-02-2012 and the Project Developer shall have the right under this Application to make changes/alter the sanction plan, specifications, apartment plans, floor plans, Space(s) plans, with the approval of/as may be directed by the Competent Authority. The construction of the Said Building/Said Complex/Said Apartment including the materials, equipment, plants and fixtures to be installed therein shall substantially be in accordance with the specifications as given in Annexure-V and shall be subject to the right of the Project Developer to amend the specifications in order to substitute materials, plants and equipment or fixtures of similar quality or subject to any direction from competent authority or subject to force majeure conditions or reasons beyond control of the Project Developer and the Allottee(s) hereby agrees to this condition. To carry out such additions, alterations, deletions and modifications, the Project Developer shall inform the Allottee(s) by way of written intimation and/or by way of publication within a period of 30 days from the date of such approvals applied/granted by the competent authority.

In the event the Allottee(s) raises any objection to such additions, alterations, deletions and modifications, and the Project Developer decides to go ahead with such changes/direction, the Allottee(s) may have the option to request the Project Developer for cancellation of the Application/Agreement and refund of the amount deposited by him. The Project Developer, may accede, in such case alone, to the request of the Allottee(s) for cancellation of Agreement and refund the entire amount received from such Allottee(s) with interest @ 9% per annum within Ninety (90) days from the date of receipt of such request for cancellation in the office of the Project Developer. Upon dispatch of such refund by registered post/courier, the Project Developer shall be released and discharged from all its obligations and liabilities under this Application/Agreement and the Allottee(s) shall be left with no such right, title, interest, lien or claim of any nature whatsoever on the Said Apartment/Right to use Car Space(s).

10. Alteration/Modification

However, in case of any change in the Super Area of the Said Apartment any time prior to and/or upon the grant of occupation certificate by the competent authority, the Allottee(s) will be informed in writing by the Project Developer of such change and the difference in price of the Said Apartment to be paid by him or refunded to him by the Project Developer as the case may be as per clause no.2 above. The Allottee(s) agrees that the rate determined by the Project Developer shall be final and the Allottee(s) has no objection over the same. The Allottee(s) agrees to inform the Project Developer in writing his objections, if any, to the changes within Thirty (30) days from the date of such notice failing which the Allottee shall be deemed to have given his consent to all the alterations/modifications. In the event the Allottee(s) raises any objection, the Allottee(s) may have the option to request the Project Developer for cancellation of the Agreement and refund of the amount deposited by him. The Project Developer, may accede, in such case alone, to the request of the Allottee(s) for cancellation of Agreement and refund the entire amount received from such Allottee(s) with interest @9% per annum within Ninety (90) days from the date of receipt of such request for cancellation in the office of the Project Developer. Upon dispatch of such refund by registered post, the Project Developer shall be released and discharged from all its obligations and liabilities under this Agreement and the Allottee(s) shall be left with no such right, title, interest, lien or claim of any nature whatsoever on the Said Apartment/Right to use Car Space(s).

11 (a) Schedule for possession of the Said Apartment

The Project Developer based on its present plans and estimates and subject to all just exceptions endeavours to complete construction and offer possession of the Said Building/Said Apartment within a period of Forty Six (46) months from the date of construction i.e., 1st October, 2013 unless there shall be delay or failure due to Force Majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the Allottee(s) to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement.

(b) Delay due to reasons beyond the control of the Project Developer

If the possession of the Said Apartment is delayed due to Force Majeure conditions, then the Project Developer shall be entitled to extension of time for delivery of possession of the Said Apartment. The Project Developer during the continuance of the Force Majeure, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the Project Developer may also suspend the development of the project for such period as is considered expedient, the Allottee(s) agrees and consents that the Allottee(s) shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.

The Allottee(s) agrees and understands that if the Force Majeure condition continues for a long period, then the Project Developer alone in its own judgment and discretion, may terminate this Agreement and in such case the only liability of the Project Developer shall be to refund the amounts without any interest or compensation

whatsoever. The Allottee(s) agrees that the Allottee(s) shall have no right or claim of any nature whatsoever and the Project Developer shall be released and discharged of all its obligations and liabilities under this Agreement.

(c) Failure to deliver possession due to Government rules, orders, notifications etc.

If the Project Developer is unable to construct/continue or complete the construction of the Said Building/Said Complex due to Force Majeure conditions or due to any government/regulatory authority's action, inaction or omission, then the Project Developer may challenge the same by moving the appropriate courts, tribunal(s) and/or authority. In such a situation, the amount(s) paid by the Allottee(s) shall continue to remain with the Project Developer and the Allottee(s) shall not have a right to terminate this Agreement and ask for refund of his money and this Agreement shall remain in abeyance till final determination by the court(s)/tribunal(s)/authority(ies). However, the Allottee(s) may, if so desires, become a party along with the Project Developer in such litigation to protect Allottee(s)'s rights arising under this Agreement. In the event the Project Developer succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Project Developer to the impugned legislation, order, rules, regulations, notifications, and the said legislation, order, rules, regulations, notifications become final, absolute and binding, the Project Developer will, subject to provisions of law/court order, refund within reasonable time to the Allottee(s) the amounts received from the Allottee(s) after deducting Non Refundable Amounts, but without any interest or compensation and the decision of the Project Developer in this regard shall be final and binding on the Allottee(s) save as otherwise provided herein, the Allottee(s) shall be left with no other right, claim of whatsoever nature against the Project Developer under or in relation to this Agreement.

12. Procedure for taking possession

The Project Developer, may intimate the Allottee(s) about the completion of construction and upon obtaining certificate for occupation and use from the Governmental Authority shall offer in writing possession of the Said Apartment to the Allottee(s) in terms of this Agreement to be taken within Thirty (30) days from the date of issue of such notice and the Project Developer shall give possession of the Said Apartment to the Allottee(s) provided the Allottee(s) is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation etc. as may be prescribed by the Project Developer in this regard.

The Allottee(s) shall be liable to pay the Maintenance Charges from the date of grant of the occupation certificate granted by the concerned authorities irrespective of the date on which the Allottee(s) takes possession of the Said Apartment.

13. Failure of the Allottee(s) to take possession

Upon receiving a written intimation from the Project Developer in terms of clause 12 above, the Allottee(s) shall within the time stipulated by the Project Developer, take possession of the Said Apartment from the Project Developer by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the Project Developer may prescribe and by making all the payments to the Project Developer of all charges/dues as specified in this Agreement and the Project Developer shall after satisfactory execution of such documents give possession of the Said Apartment to the Allottee(s), provided the Allottee(s) is not in breach of any other term of this Agreement. If the Allottee(s) fails to take the possession of the Said Apartment as aforesaid within the time limit prescribed by the Project Developer in its notice, then the Said Apartment shall be at the risk and cost of the Allottee(s) and the Project Developer shall have no liability or concern thereof. Further it is agreed by the Allottee(s) that in the event of the Allottee(s)'s failure to take possession of the Said Apartment in the manner as aforesaid, such delay, by the Allottee(s) in taking possession of the Said Apartment from the date of offer of

possession would attract holding charges at the following rate per sq. ft. for the Said Apartment per month as mentioned below:

- i. Rs.7/sq. ft./ month (Rupees Seven Only) per sq. ft. of the Said Apartment for the first six (6) months of delay.
- ii. Rs.15/sq. ft./ month (Rupees Fifteen Only) per sq. ft. of the Said Apartment for the next six (6) months of delay.
- iii. Rs.20/sq. ft./ month (Rupees Twenty Only) per sq. ft. of the Said Apartment for another next six (6) months of delay.

The Allottee(s) is aware and agrees that if he/they failed to take possession even beyond the above said Eighteen (18) months from the due date of possession, the Project Developer shall have the right to cancel the allotment of the Said Apartment and the payment made shall be refunded after forfeiting the Earnest Money along with the Non-Refundable Amounts and any loss, if any, suffered by the Project Developer in such resale (from the original price) of the Said Apartment and without any interest upon realisation of money from resale/re-allotment to any other party. Whereupon the Allottee(s) shall be left with no right, title, interest, claim, lien etc. over the Said Apartment/Right to use Car Space(s) and such transferee shall thereafter be free to resell and or deal with the Said Apartment/Right to use Car Spaces in any manner whatsoever.

The Allottee(s) acknowledges that the charges stipulated above are just, fair and reasonable which the Project Developer will suffer on account of delay in taking possession of the Said Apartment by the Allottee(s).

14. Failure to deliver possession by the Project Developer: Remedy to Allottee(s)

If for any reasons other than those given in clauses 11(b), 11(c) and clause 45, the Project Developer is unable to or fails to deliver possession of the Said Apartment to the Allottee(s) within Forty Six (46) months from the above mentioned date of construction or within any extended period or periods as envisaged under this Agreement and the Allottee(s) not being in default/breach of the terms and conditions set out in this Agreement, then in such case the Project Developer shall pay to the Allottee(s), compensation at the following rates per sq. ft. of the Said Apartment per month for such period of delay, subject to the Allottee(s) having fulfilled his/their part of the obligations as per the terms of this Agreement :

- i. Rs.7/sq. ft./ month (Rupees Seven Only) per sq. ft. of the Said Apartment for the first six (6) months of delay.
- ii. Rs.15/sq. ft./ month (Rupees Fifteen Only) per sq. ft. of the Said Apartment for the next six (6) months of delay.
- iii. Rs.20/sq. ft./ month (Rupees Twenty Only) per sq. ft. of the Said Apartment for any delay thereafter or at this stage, the Allottee(s) can seek cancellation of the allotment within 30 days of commencement of stage of payment of compensation of Rs.20/- per sq. ft. and the amount so paid by the such Allottee(s) shall be refunded after deducting Non-Refundable Amount (including brokerage etc.) within 90 days alongwith interest payable @ 9 % per annum from the date of receiving request for such cancellation in the office of the Project Developer.

The Allottee(s) agrees and confirms that the compensation herein is just and equitable estimate of the damages, which the Allottee(s) may suffer and the Allottee(s) agrees that he/they shall have no other right, claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of conveyance deed of the Said Apartment to the Allottee(s) first named.

For the avoidance of doubt, it is stated that the Allottee(s) shall have no other right or claim against the Project Developer in respect of the Said Apartment and right to use Car Space(s).

If the Allottee(s) fails to exercise the right of termination within the time limit as aforesaid, then the Allottee(s)'s right to terminate this Agreement shall stand waived off and the Allottee(s) shall continue to be bound by the provisions of this Agreement.

15. Conveyance of the Said Apartment

The Project Developer, its associates/subsidiaries shall execute a Conveyance Deed to convey the title, of the Said Apartment in favour of the Allottee(s), provided the Allottee(s) has paid the Total Price and other charges in accordance with this Agreement and the Allottee(s) is not in breach of all or any of the terms of this Agreement.

16. Maintenance of the Said Building/Said Complex

In order to provide necessary maintenance services, upon the completion of the Said Building/Said Complex the maintenance of the Said Building/Said Complex may be handed over to the Project Developer/Maintenance Agency. The Allottee(s) agrees to execute Maintenance Agreement with the Project Developer/Maintenance Agency or any other nominee/agency or other body/association of apartment owners as may be appointed by the Project Developer from time to time for the maintenance and upkeep of the Said Building/Said Complex. The Maintenance Agreement shall not be deemed to be executed till the same is signed by all the parties. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Project Developer reserves the right to change, modify, amend, impose additional conditions in the Maintenance Agreement at the time of its final execution. The Maintenance Charges shall become applicable/payable from the date the Project Developer has received the occupation certificate/the date of allotment whichever is later.

17. Fixation of total Maintenance Charges

The total Maintenance Charges shall be more elaborately described in the Maintenance Agreement. The Maintenance Charges shall be levied from the date of offer of possession and the Allottee(s) undertakes to pay the same promptly. It is agreed by the Allottee(s) that the payment of Maintenance Charges will be applicable whether or not the possession of Said Apartment is taken by the Allottee(s). The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost on monthly/quarterly intervals as may be decided by the Project Developer/Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Project Developer/Maintenance Agency shall be final and binding on the Allottee(s). The Allottee(s) agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Project Developer/Maintenance Agency.

18. Interest Free Maintenance Security (IFMS)

In order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the maintenance bills and other charges as raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the schedule of payment given in Annexure-III A & B and to always keep deposited with the Project Developer/Maintenance Agency IFMS. In case the Allottee(s) fails to pay any maintenance bill then (a) the Allottee(s) shall not be entitled to avail any maintenance services (b) and the amount of such maintenance bills shall be first adjusted from the principal amount of IFMS. If due to such adjustment in the principal amount, the IFMS falls below the agreed sum Rs.807.30 per sq. m. {Rs. 75/- per sq. ft. (approx)} of the Super Area of the Said Apartment, then the Allottee(s) hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted maintenance bill. The Project Developer reserves the right to increase the IFMS from time to time keeping in view the increase in the cost of maintenance services and the defaults committed by the Allottee(s). The decision of the Project Developer/Maintenance Agency shall be final and binding upon the Allottee(s). The Allottee(s) agrees to pay such increases within Thirty (30) days of written demand by the Project Developer. If the Allottee(s) fails to pay such increase in the IFMS or to make good the shortfall as aforesaid on or before its due date, then the Project Developer may disconnect the electricity of the Said Apartment and the Allottee(s) still continues in default of payment, in that case, the Project Developer/Maintenance Agency shall treat this Agreement as cancelled without

any notice to the Allottee(s) and to adjust the shortfall from the sale proceeds of the Said Apartment and to refund to the Allottee(s) the balance of the money realised without any interest from such sale after deducting there from the entire Earnest Money and Non-Refundable Amounts. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to IFMS as stipulated in this clause shall survive the conveyance of title in favour of the Project Developer shall have first charge/lien on the Said Apartment in respect of any non-payment of shortfall/increases as the case may be. The Project Developer shall have the right to refund/offer to refund in full and final settlement of the IFMS or transfer to the Maintenance Agency, after adjusting therefrom any outstanding maintenance bills and/or other outstanding amounts at any time including upon execution of the Conveyance Deed and thereupon the Project Developer shall stand completely absolved/discharged of all of its obligations and responsibilities concerning the IFMS, including but not limited to issues of repayment, refund and/or claims, if any relating to the same. The Project Developer/Maintenance Agency, upon transfer of the IFMS and/or in case fresh IFMS is sought from the Allottee(s) as stipulated hereinabove shall have the right to modify/revise all or any of the terms of the Maintenance Agreement, including but not limited to the amount/rate of IFMS, etc. To avoid any confusion, the Allottee(s) agrees that the IFMS deposit is non-refundable but is transferable incase the Allottee(s) sells out the Said Apartment in favour of the prospective transferee.

The Allottee(s) has specifically agreed that the allotment of the Said Apartment shall be subject to strict compliance of a code of conduct that may be determined by the Project Developer/Maintenance Agency for occupation and use of the Said Apartment and such other conditions as the Project Developer/Maintenance Agency may deem fit from time to time which may include but is not limited to usage of the Said Apartment, operation hours of various maintenance services, general compliance for occupants of the Said Complex, regulation as to entry/exit of the visitors, invitees, guests, security, etc. It is clarified that the code of conduct as may be specified by the Project Developer/Maintenance Agency is always subject to change by the Project Developer/Maintenance Agency.

19. Use of the Said Apartment

The Allottee(s) shall not use the Said Apartment for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other apartment owners or residents of the Said Complex; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Apartment which tends to cause interference to any adjacent plot(s)/building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee(s) shall indemnify the Project Developer against any action, damages or loss due to misuse for which the Allottee(s)/occupant shall be solely responsible.

20. Payment for replacement, upgradation, additions of lifts, DG sets, electric sub-stations, pumps, fire fighting equipment and other capital plants/equipments. As and when any plant & machinery within the Said Complex/Said Building, as the case may be, including but not limited to lifts, DG sets, Electric Sub-Stations, pumps, Fire Fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Allottee (s) in the Said Building/Said Complex, as the case may be on pro-rata basis as specified in this Agreement. The Project Developer or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee(s) agrees to abide by the same.

21. Right to enter the Said Apartment for repairs

In addition to the Project Developer's/Maintenance Agency's rights of unrestricted usage of all Common Areas and Facilities, and the right to use Car space(s) for providing necessary maintenance services, the Allottee(s) agrees to permit the Project Developer or the Maintenance Agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Project Developer/Maintenance Agency shall be entitled to take such actions as it may deem fit.

23. Insurance of the Said Building

The structure of the Said Building may get insured against fire, earthquake, riots and civil commotion, militant action etc. by the Project Developer or the Maintenance Agency on behalf of the Allottee(s) and the cost thereof shall be payable by the Allottee(s) as the part of the maintenance bill raised by the Project Developer/Maintenance Agency but contents inside Said Apartment shall be insured by the Allottee(s). The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any apartment or any part of the Said Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

24. Use of basement and service areas

The basement(s) and service areas, if any, as may be located within the Said Building/Said Complex, as the case may be, shall be earmarked by the Project Developer to house 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 equipments etc. and other permitted uses as per zoning plans/building plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever and the same shall be reserved for use by the Project Developer or the Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Agreement by the Allottee(s).

25. Use of terraces

The Project Developer shall have all the rights over the roof top/terrace. The Project Developer shall have the right to give on lease or hire any part of the roof top/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) shall not have a right to object or cause any hindrance to the same or make any claims on this account. The roof top/terrace shall always vest with the Project Developer and the Project Developer shall be the sole owner thereof.

26. General compliance with respect to the Said Apartment

The Allottee(s) shall, after taking possession or after the expiry of period as stipulated in clause 12 be solely responsible to maintain the Said Apartment at the Allottee's cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Building/Said Apartment, 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 Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes 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 Said Building is not in any way damaged or jeopardised. The Allottee(s) further undertakes, assures and guarantees that Allottee(s) would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the Said Building or anywhere on the exterior of the Said Building or common areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Project Developer. The non-observance of the provisions of this clause shall entitle the Project Developer or the Maintenance Agency, to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

27. Compliance of laws, notifications etc. by Allottee(s)

The Allottee(s) is entering into this Agreement for the allotment of a residential apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex. The Allottee(s) hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Apartment all the requirements, requisitions, demands and repairs which are required by any development authority/municipal authority/Government or any other Governmental Authority in respect of the Said Apartment/Said Building at his/her own cost and keep the Project Developer indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

28. Alterations of unsold units

The Project Developer shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s) within the Said Building and the Allottee(s) shall have no right to raise objections or make any claims on this account.

29. Right of the Project Developer to additional FAR

The Allottee(s) agrees and understands that if the FAR is increased beyond the current applicable FAR of 1.75 by the Government Authority, the Project Developer shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Project Developer shall have the right to utilise the additional FAR, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. The Allottee(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Project Developer, which the Project Developer shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s). The Project Developer shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/Said Complex

30. EWS apartments, schools, shops, commercial premises/building etc.

The Allottee(s) agrees and understands that some portions of the Said Land are earmarked for the provision of construction of apartments for economically weaker sections (EWS) of the society, schools, shops, club, community centre, commercial premises/buildings etc. as approved by the Governmental Authority. The Allottee(s) agrees and consents that the Allottee(s) has no objection to such earmarked portions of such land for apartments for economically weaker sections (EWS) of the society, schools, shops, club/community centre, commercial premises/buildings etc. as well as to their construction which shall be carried on by the Project Developer. The Allottee(s) agrees and confirms that the Allottee(s) shall not have any right, title or interest in any form or manner in the land earmarked for EWS apartments, school(s), shops, commercial premises, club/community centre, the buildings constructed thereon and facilities provided therein. Further, the Allottee(s) hereby agrees not to have any claim or right to any commercial premises/buildings or interfere in the matter of booking, allotment and sale of apartments for EWS, school(s), shops, commercial premises/buildings, club/community centre or in the operation and management of shops, club/community centre, school(s), commercial premises/buildings etc.

31. Project Developer's right to raise finance

The Project Developer shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitisation of receivables or in any other mode or manner by charge/mortgage of the Said

Apartment/Said Building/Said Complex/Said Land subject to the condition that the Said Apartment shall be free from all encumbrances at the time of execution of Conveyance Deed. The Project Developer/financial institution/bank, as the case may be, may always have the first lien/charge on the Said Apartment for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Project Developer for the purpose of the construction of the Said Building/Said Complex.

32. Agreement subordinate to mortgage by the Project Developer

The Allottee(s) agrees that no lien or encumbrance shall arise against the Said Apartment as a result of this Agreement or any money deposited hereunder by the Allottee(s). In furtherance and not in derogation of the provisions of the preceding sentence the Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Project Developer and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Said Apartment or excuse the Allottee(s) from completing the payment of the price of the Said Apartment or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Project Developer provided that at the time of the execution of the Conveyance Deed the Said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of the Allottee(s) who have opted for long term payment plan arrangement with any financial institutions/banks the conveyance of the Apartment in favour of the Allottee(s), shall be executed only on the Project Developer receiving no objection certificate from such financial institution/banks.

33. Project Developer's charge on the Said Apartment

The Allottee(s) agrees that the Project Developer shall have the first charge/lien on the Said Apartment/right to use Car Spaces for the recovery of all its dues payable by the Allottee(s) under this Agreement and such other payments as may be demanded by the Project Developer from time to time. Further the Allottee(s) agrees that in the event of Allottee(s) failure to pay such dues as afore-stated, the Project Developer will be entitled to enforce the charge/lien by selling the Said Apartment/Right to use Car Space(s) to recover and receive the outstanding dues out of the sale proceeds thereof.

34. Purchase not dependent on financial contingency

The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s) obligation to purchase the Said Apartment/Right to use Car Space(s) pursuant to this Agreement is not to be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has been able to obtain financing for the purchase of the Said Apartment.

35. Binding effect

Forwarding this Agreement to the Allottee(s) by the Project Developer does not create a binding obligation on the part of the Project Developer or the Allottee(s) until firstly, the Allottee(s) signs and delivers this Agreement with all the annexures along with the payments due as stipulated in the schedule of payments in Annexure-III A & B secondly a copy of this Agreement executed by the Project Developer through its authorized signatory is delivered to the Allottee(s) within Thirty (30) days from the date of receipt of this Agreement by the Project Developer from the Allottee(s). If the Allottee(s) fails to execute and deliver to the Project Developer this Agreement within Forty Five (45) days from the date of Allotment by the Project Developer, then the Application/Agreement of the Allottee(s) shall be treated as cancelled and the Earnest Money and Non-Refundable Amounts paid by the Allottee(s) shall stand

forfeited. If the counter part of this Agreement is not executed by the Project Developer and dispatched to the Allottee(s) within Thirty (30) days from the date of its receipt from the Allottee(s), then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Allottee(s) in connection therewith shall be refunded to the Allottee(s) without any interest or compensation whatsoever. Upon such termination neither party shall have any further rights, obligations or liabilities against the other.

36. Agreement not assignable

The Allottee(s) agrees and confirms that any rights on the Said Apartment are not assignable to any third party till expiry of Three (3) months from the date of booking and payment of 40% of the Total Price. However, after the expiry of Three (3) months and payment of 40% of the Total Price, the Project Developer may, upon payment of charges as applicable from time to time and subject to applicable laws and notifications or any Government Authority/its agency/ body directions as may be in force, upon receiving a written request from the Allottee(s), permit the Allottee(s) to get the name of his/her nominee substituted, added, deleted in his/her place subject to such terms, conditions and charges as the Project Developer may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.

37. Entire agreement

The Allottee(s) agrees that this Agreement including the preamble along with its annexures and the terms and conditions contained in the Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of the Application shall continue to be binding on the Allottee(s) save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this Agreement in that case the terms and conditions of this Agreement shall prevail and shall supersede. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

38. Right to amend terms and conditions

The Allottee(s) agrees and understand that terms and conditions of this Agreement may be modified/amended by the Project Developer in accordance with any directions/order which may be passed by any court of law, tribunal, or commission in compliance with applicable laws, upon final determination or the issues in the pending proceedings relating to the modifications of the Agreement referred herein and the Allottee(s) agrees to modify the terms and conditions if necessary with such final directions/orders and thereupon this Agreement would be deemed to be executed in such modified form.

The Project Developer further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also the annexures which are indicated to be tentative at any time prior to the execution of the Conveyance Deed of the Said Apartment.

39. Agreement specific only to the Said Apartment/Said Complex

The Allottee(s) agrees that the provisions of this Agreement, Maintenance and those contained in other annexures are specific and applicable to apartments offered for sale in the Said Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other apartment(s)/building(s)/project(s) of the Project Developer/ its associates/subsidiaries, partnership firms in which the Project Developer is partner or interested.

40. Provisions of this Agreement shall be applicable on Allottee(s)/subsequent purchaser. All the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment/Said Building/Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes, subject to clause 15 and 38 above.

41. Waiver not a limitation to enforce

Without prejudice to the rights/remedies available to the Project Developer elsewhere in this Agreement:

(a) The Project Developer may, at its sole option and discretion, waive in writing the breach by the Allottee(s) of not making payments after the allotment stage as per the schedule of payments given in Annexure-III A & B but on the condition that the Allottee(s) shall make good the defaulted payment to the Project Developer within 90 (Ninety) days from the due date of default of such payment alongwith interest @ 24% per annum, failing which the allotment of the Said Apartment shall stood cancelled and the amount paid by the Allottee(s) shall be refunded after forfeiting the Earnest Money and deducting other Non-Refundable Amount without any interest. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Project Developer in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Project Developer to exercise such discretion in the case of other Allottees.

(b) Failure on the part of the Project Developer 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.

42. Severability

The Allottee(s) agrees and understands that if any provision of this Agreement is determined to be void or unenforceable under applicable law, such provisions 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 applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

43. Captions/Headings

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

44. Method of calculation of proportionate share wherever referred to in the Agreement

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment in common with the other Allottees in the same building, the same shall be the proportion which the Super Area of the Said Apartment bears to the total super area of all the apartments in the Said Building/Said Complex as the Project Developer may decide.

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with the Allottees of all the buildings, to be constructed on the Said Land the same shall be in proportion which the Super Area of the Said Apartment bears to the total super area of all the apartments in all the buildings to be constructed on the Said Land.

45. Force Majeure

The Project Developer shall not be responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented due to Force Majeure conditions.

46. Right to join as affected party

The Project Developer shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) if the Project Developer's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee(s) agrees to keep the Project Developer fully informed at all times in this regard.

47. Indemnification

The Allottee(s) hereby covenants with the Project Developer to pay from time to time and at all times the amounts which the Allottee(s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Project Developer and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that the Project Developer may suffer as a result of non payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.

48. Brokerage

The Allottee(s) shall bear its own expenses including commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Said Apartment. The Project Developer shall in no way whatsoever be responsible or liable for such payment, commission or brokerage nor the Allottee(s) have the right to deduct such charges from the Total Price and other charges payable to the Project Developer for the Said Apartment. Further, the Allottee(s) shall indemnify and hold the Project Developer free and harmless from and against any or all liabilities and expenses in this connection.

49. Further assurances

The Allottee(s) agrees that the persons to whom the Said Apartment is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Project Developer such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Project Developer may reasonably request 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.

50. Copies of the Agreement

Two copies of this Agreement shall be executed and the Project Developer shall retain the original copy of this Agreement and send the Second executed copy to the Allottee(s) for his/her reference and record.

51. Place of execution

The execution of this Agreement will be complete only upon its execution by the Project Developer through its authorized signatory at the Project Developer's Corporate office in Gurgaon after the copies are duly executed by the Allottee(s) and are received by Project Developer.

52. Notices

All notices are to be served on the Allottee(s) as contemplated in this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Project Developer by registered post at their respective addresses specified below :

_____ (Address of Allottee(s))

M/s. Microtek Infrastructure Pvt. Ltd,

Corporate office : 3rd Floor, Vatika City Point, M G Road, Gurgaon, Haryana.

It shall be the duty of the Allottee(s) to inform the Project Developer of any change 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 Allottee(s). The last known address shall be deemed to be the final address for the purpose of this clause of this agreement.

53. Joint Purchasers

In case there are joint Allottee(s) all communications shall be sent by the Project Developer to the Allottee(s) whose name appears first and at the address given by the Allottee(s) which shall for all intents and purposes be considered as properly served on all the Allottees.

54. Right to transfer ownership

The Project Developer reserves the right to transfer ownership of the Said Building/Said Complex in whole or in parts to any other entity such as partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the Project Developer and the Allottee(s) agrees that he/she shall not raise any objection in this regard.

55. Events of defaults and consequences

The Allottee(s) agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i) Failure to make payments within the time as stipulated in the schedule of payments as given in Annexure-III A & B and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to IFMS as demanded by the Project Developer, any other charges, deposits for bulk supply of electrical energy, Taxes etc. as may be notified by the Project Developer to the Allottee(s) under the terms of this Agreement, and all other defaults of similar nature.
- ii) Failure to perform and observe any or all of the Allottee's obligations including those contained in clause 55(i) as set forth in this Agreement or if the Allottee(s) fails to execute any other deed/document/undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Project Developer in relation to the Said Apartment.

- iii) Failure to take possession of the Said Apartment within the time stipulated by the Project Developer.
- iv) Failure to execute the conveyance deed within the time stipulated by the Project Developer in its notice.
- v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Project Developer , its nominee, other Body or Association of Apartment Owners/Association of Condominium, as the case may be.
- vi) Failure, pursuant to a request by the Project Developer, in terms of clause 1.19(a) of this Agreement, to become a member of the association of apartment owners of the Said Building/Said Complex or to pay subscription charges etc. as may be required by the Project Developer or association of apartment owners, as the case may be.
- vii) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Project Developer .
- viii) Dishonour of any cheque(s) given by the Allottee(s) for any reason whatsoever.
- ix) Sale/transfer/disposal of/dealing with, in any manner of the Right to use Car Space independent of the Said Apartment or usage of the Right to use Car Space other than for parking his/her vehicle.
- x) Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by the Project Developer which in the opinion of the Project Developer amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Project Developer in this regard shall be final and binding on the Allottee(s).

Unless otherwise provided in this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Project Developer may, in its sole discretion, by notice to the Allottee(s), cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice to rectify the default as specified in that notice. In default of the above, this Agreement shall stand cancelled without any further notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled without any further notice or intimation and the Project Developer shall have the right to retain Earnest Money alongwith the interest on delayed payments, any interest paid, due or payable and any other amount of a non-refundable nature. The Allottee(s) acknowledges that upon such cancellation of this Agreement, the Allottee(s) shall have no right or interest on the Said Apartment and the Project Developer shall be discharged of all liabilities and obligations under this Agreement and the Project Developer shall have the right to sell or deal with the Said Apartment and the Parking Space in the manner in which it may deem fit as if this Agreement had never been executed. The refund, if any, shall be refunded by the Project Developer through registered post only after realising the amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Allottee(s). The amount of refund shall be the balance amount after forfeiting the Earnest Money, other Non-Refundable Amounts and any loss, if any, suffered by the Project Developer in such resale (from the original price) of the Said Apartment from the amount already paid by such Allottee(s). This will be without prejudice to any other remedies and rights of the Project Developer to claim other liquidated damages which the Project Developer might have suffered due to such breach committed by the Allottee(s).

56. Laws of India

It is clarified that the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

57. Dispute Resolution by Arbitration

All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/ 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 arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Gurgaon, Haryana by a sole arbitrator, who shall be appointed by the Project Developer and whose decision shall be final and binding upon the parties. The Allottee(s) hereby confirms that the Allottee(s) shall have no objection to this appointment by the Project Developer even if the person so appointed as the arbitrator is an employee or advocate of the Project Developer or otherwise is connected to the Project Developer and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the sole arbitrator, appointed by the Project Developer. It is understood that no other person or authority shall have the power to appoint the arbitrator. The Courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (Including joint Allottees)

(1) _____

(2) _____

(3) _____

at _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

(to be completed by the Allottee(s))

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED by the within named Project Developer at Gurgaon on _____

in the presence of:

FOR AND ON BEHALF

M/s. Microtek Infrastructure Pvt. Ltd,

(AUTHORISED SIGNATORY)

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED by the within named License Owning Project Developer at Gurgaon on _____
in the presence of:

FOR AND ON BEHALF

M/s. Deepanshu Projects Pvt. Ltd,

(AUTHORISED SIGNATORY)

WITNESSES:

1. Signature _____

Name _____

Address _____

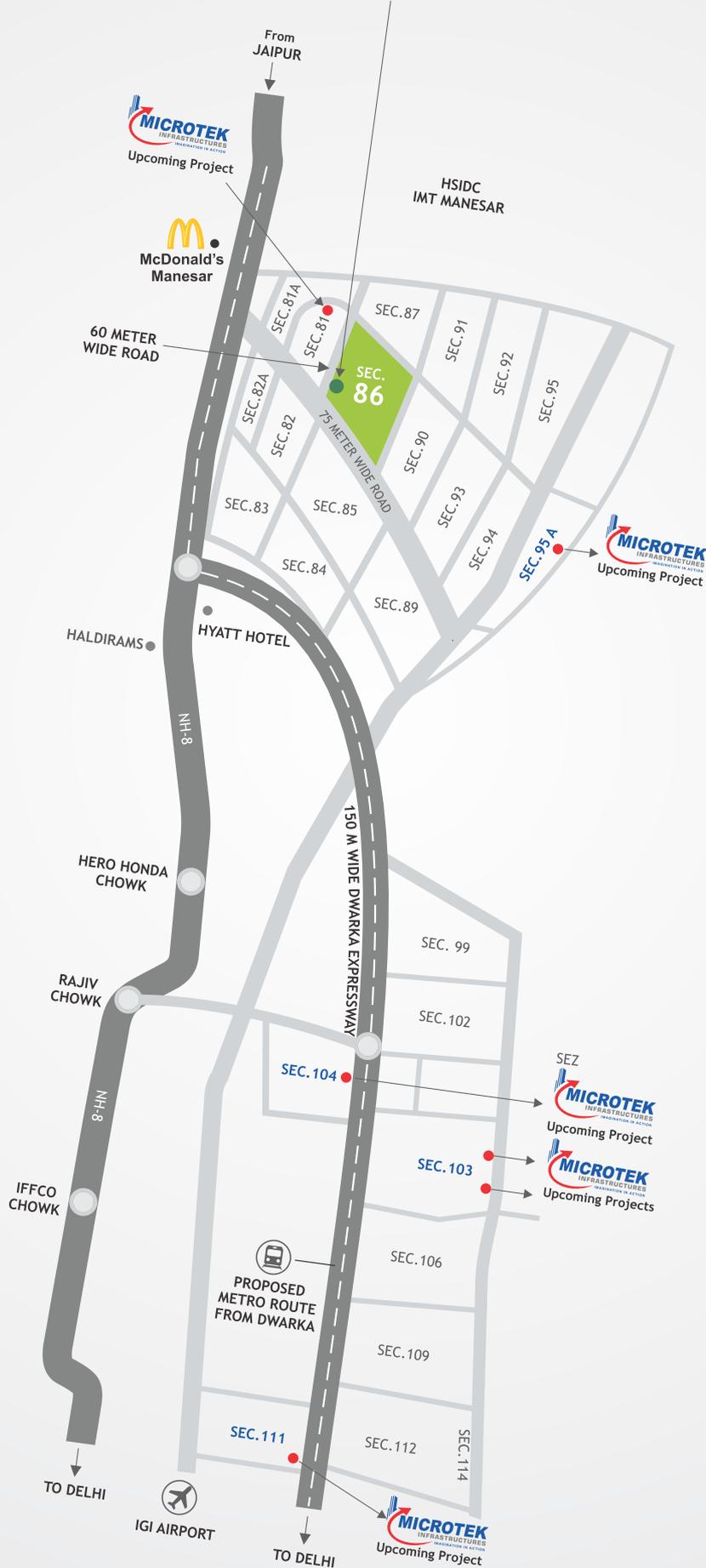
2. Signature _____

Name _____

Address _____

ANNEXURE – I | LOCATION PLAN

GREENBURG Sec - 86, Gurgaon



*Map not up to scale.

ANNEXURE – II | SITE PLAN

MASTER PLAN

GREENBURG

Live Fresh



LEGENDS

- 1. Guard Hut
- 2. Water Features
- 3. Flower Garden
- 4. Drop Off
- 5. Surface Parking
- 6. Badminton Court
- 7. Sunken Party Lawn
- 8. Existing Heritage Building
- 9. Fitness Court
- 10. Lawn Tennis Court
- 11. Kids Play Area
- 12. Golf Putting Greens
- 13. Banker Ball Court
- 14. Sitting Plaza
- 15. Yoga Garden
- 16. 2 Large Swimming Pools
- 17. Padel Court
- 18. Skating rink
- 19. Tower M & N
- 20. Herical Garden
- 21. Amphitheatre
- 22. Play Way
- 23. Nursery School
- 24. Pargolas
- 25. EWS
- 26. Ramp To The Basement
- 27. Shopping Complex
- 28. Cricket Pitch

Tower	Unit No.	Unit Type
A & B	1 & 2	4 BHK + 5q
C, D, E, F, K, L	1 & 4	3 BHK + Study + 5q
C, D, E, F, K, L	2 & 3	3 BHK + 5q
M, N, O	1 & 2	3 BHK + 5q
P, Q, R, S	1, 2, 3 & 4	3 BHK + 2T

ANNEXURE - III A

PAYMENT PLAN IN CASE OF G+13 FLOOR

PRICE	
Basic sale price	Rs...../- Per Sq. Ft
Inaugural discount	Rs...../- Per Sq. Ft
Net basic sale price	Rs...../- Per Sq. Ft
Charges for right to use one car space	₹ 4,00,000/-
Preferential location charges	As applicable
EDC and IDC	₹ 360/- sq. ft.
Interest free maintenance security (IFMS)	₹ 75/- sq. ft.
Club charges	₹ 1,25,000/-

SUBVENTION SCHEME PAYMENT PLAN (3 Years)

At the time of booking	15% of (BSP, EDC/IDC, PLC, IFMS, Car Park, Club Charges) (Plus Service Tax)
Within 45 Days of Booking / Starting of Basement Work	20% of BSP (Plus Service Tax)
On casting of 3 rd Floor roof	15% of BSP + 42.5% EDC & IDC + 42.5% PLC (Plus Service Tax)
On casting of 8 th Floor roof	10% of BSP+42.5% EDC & IDC+42.5% PLC(Plus Service Tax)
On completion of Super Structure of the Booked Tower	15% of BSP (Plus Service Tax)
On completion of Flooring	15% of BSP (Plus Service Tax)
On offer of possession	10% of BSP+85%IFMS+85%Car Parking+85%Club Charges +Stamp Duty+ Any Other Charges as applicable (Plus Service Tax)

Note:-

1. External Development Charges (EDC) and Infrastructure Development Charges (IDC) are pro-rated per Unit as applicable to this Group Housing Colony. In case of any revision, the same would be recovered on pro-rata basis from the Applicant/Allottee.
2. Stamp Duty/Registration Charges shall be payable along with the last instalment based on the then prevailing rates.
3. 1 car parking bay for 2, 3 and 4 bedroom unit is mandatory.
4. PLC: Central Greens – 6% of BSP, Golf Putting / Pool Facing – 4% of BSP, Corner – 3% of BSP, (In case of G+13 Ground Floor – 5% of BSP First Floor – 4% of BSP, Second Floor – 3% of BSP, Eleventh Floor–3% of BSP, Twelfth Floor–4% of BSP, thirteenth Floor–5% of BSP,.) (In case of G+21 Ground Floor – 5% of BSP, First Floor – 4% of BSP, Second Floor – 3% of BSP, Nineteenth Floor – 3% of BSP, Twentieth Floor – 4% of BSP, Twenty-First Floor – 5% of BSP.
5. Service tax and TDS as applicable for the time being in force shall be payable by customer as per demand.
6. Prices subject to revision at the sole discretion of the Company.
7. Timely payment of the instalment is the essence of this agreement.
8. Under Subvention Scheme, the interest upto 31st January, 2017 on bank finance, shall be borne by Microtek Infrastructures Pvt. Ltd. *The EMI (Principal + Interest) to be payable by the Applicant/Allottee shall commence from 1st February, 2017.
9. Cheque/DD to be issued in favour of "M/s Microtek Infrastructures Pvt. Ltd. Escrow Account" payable at Gurgaon / New Delhi only.
10. RCC Structure of Tower shall mean the construction of Tower Column, Brick Works including walls, laying of top Floor Roof only and does not include the services including Fire fighting, Plumbing, Electrical Works etc.

ANNEXURE - III B

PAYMENT PLAN IN CASE OF G+21 FLOOR

PRICE	
Basic sale price	Rs...../- Per Sq. Ft
Inaugural discount	Rs...../- Per Sq. Ft
Net basic sale price	Rs...../- Per Sq. Ft
Charges for right to use one car space	₹ 4,00,000/-
Preferential location charges	As applicable
EDC and IDC	₹ 360/- sq. ft.
Interest free maintenance security (IFMS)	₹ 75/- sq. ft.
Club charges	₹ 1,25,000/-

SUBVENTION SCHEME PAYMENT PLAN (3 Years)

At the time of booking	15% of (BSP, EDC/IDC, PLC, IFMS, Car Park, Club Charges) (Plus Service Tax)
Within 45 Days of Booking / Starting of Basement Work	20% of BSP (Plus Service Tax)
On casting of 5 th Floor roof	15% of BSP + 37.5% EDC & IDC + 37.5% PLC (Plus Service Tax)
On casting of 15 th Floor roof	10% of BSP + 37.5% EDC & IDC+37.5% PLC(Plus Service Tax)
On completion of Super Structure of the Booked Tower	15% of BSP (Plus Service Tax)
On completion of Flooring	15% of BSP (Plus Service Tax)
On offer of possession	10% of BSP+85%IFMS+85%Car Parking+85%Club Charges +Stamp Duty+ Any Other Charges as applicable (Plus Service Tax)

Note:-

- External Development Charges (EDC) and Infrastructure Development Charges (IDC) are pro-rated per Unit as applicable to this Group Housing Colony. In case of any revision, the same would be recovered on pro-rata basis from the Applicant/Allottee.
- Stamp Duty/Registration Charges shall be payable along with the last instalment based on the then prevailing rates.
- 1 car parking bay for 2, 3 and 4 bedroom unit is mandatory.
- PLC: Central Greens – 6% of BSP, Golf Putting / Pool Facing – 4% of BSP, Corner – 3% of BSP, (In case of G+13 Ground Floor – 5% of BSP First Floor – 4% of BSP, Second Floor – 3% of BSP, Eleventh Floor–3% of BSP, Twelfth Floor–4% of BSP, thirteenth Floor–5% of BSP,) (In case of G+21 Ground Floor – 5% of BSP, First Floor – 4% of BSP, Second Floor – 3% of BSP, Nineteenth Floor – 3% of BSP, Twentieth Floor – 4% of BSP, Twenty-First Floor – 5% of BSP.
- Service tax and TDS as applicable for the time being in force shall be payable by customer as per demand.
- Prices subject to revision at the sole discretion of the Company.
- Timely payment of the instalment is the essence of this agreement.
- Under Subvention Scheme, the interest upto 31st January, 2017 on bank finance, shall be borne by Microtek Infrastructures Pvt. Ltd. *The EMI (Principal + Interest) to be payable by the Applicant/Allottee shall commence from 1st February, 2017.
- Cheque/DD to be issued in favour of "M/s Microtek Infrastructures Pvt. Ltd. Escrow Account" payable at Gurgaon / New Delhi only.
- RCC Structure of Tower shall mean the construction of Tower Column, Brick Works including walls, laying of top Floor Roof only and does not include the services including Fire fighting, Plumbing, Electrical Works etc.

ANNEXURE - III C

PAYMENT PLAN OF G+13 and G+21 FLOOR

PRICE	
Basic sale price	Rs. 7150/- Per Sq. Ft
Inaugural discount	Rs.NIL Per Sq. Ft
Net basic sale price	Rs. 7150/- Per Sq. Ft
Charges for right to use one car space	₹ 4,00,000/-
Preferential location charges	As applicable
EDC and IDC	₹ 360/- sq. ft.
Interest free maintenance security (IFMS)	₹ 75/- sq. ft.
Club charges	₹ 1,25,000/-

30%, 70% FLEXIPAYMENT PLAN

At the Time of Booking	30% of (BSP, EDC/IDC, PLC, IFMS, Car Park, Club Charges) (Plus Service Tax)
On offer of possession	70% of (BSP, EDC/IDC, PLC, IFMS, Car Park, Club Charges) +Stamp Duty+Any Other Charges as applicable(Plus Service Tax)

Note:-

1. External Development Charges (EDC) and Infrastructure Development Charges (IDC) are pro-rated per Unit as applicable to this Group Housing Colony. In case of any revision, the same would be recovered on pro-rata basis from the Applicant/Allottee.
2. Stamp Duty/Registration Charges shall be payable along with the last installment based on the then prevailing rates.
3. 1 car parking bay for 2, 3 and 4 bedroom unit is mandatory.
4. PLC: Central Greens – 6% of BSP, Golf Putting / Pool Facing –4% of BSP, Corner –3% of BSP, (in case of G+14 Ground Floor –5% of BSP First Floor –4% of BSP, Second Floor –3% of BSP, Eleventh Floor–3% of BSP, Twelfth Floor–4% of BSP, thirteenth Floor–5% of BSP,) (In case of G+21 Ground Floor –5% of BSP, First Floor –4% of BSP, Second Floor –3% of BSP, Nineteenth Floor – 3% of BSP, Twentieth Floor – 4% of BSP, Twenty-First Floor – 5% of BSP.
5. Service tax as applicable would be payable by customer as per demand.
6. Prices subject to revision at the sole discretion of the Company.
7. Timely payment of the instalment is the essence of this agreement. On failure to make the payment at the allotment stage i.e. at the time of payment of 30% of BSP, the company reserves its right to cancel the booking and refund the booking amount after forfeiting 25% of booking amount and making all other adjustments in this regard. If at the abovesaid allotment stage, the applicant(s) / buyer(s) seeks extension of time, which shall not be beyond 15 days, in any case, from the due date, he shall be charged an interest on such payment @ 18% per annum. If he still fails to make the said payment within said 15 days period, his allotment shall stand cancelled and after forfeiture of earnest money, the balance amount shall be refunded. Further, if the applicant(s) / buyer(s) fails to make the payment upto the due date of Agreement after the abovesaid allotment stage, such applicant(s) / buyer(s) shall pay the interest for first 90 days from such due date @ 18% per annum and all period exceeding said first 90 days, @ 24% per annum on the delayed payments. Company has the right to cancel the allotment/applications in lieu of delayed or irregular payments.
8. Cheque/DD to be issued in favour of "M/s Microtek Infrastructures Pvt. Ltd. Escrow Account" payable at Gurgaon/New Delhi only.
9. RCC Structure of Tower shall mean the construction of Tower Column, Brick Works including walls, laying of top Floor Roof only and does not include the services including Fire fighting, Plumbing, Electrical Works etc.

ANNEXURE - III D

PAYMENT PLAN OF G+13 and G+21 FLOOR

PRICE	
Basic sale price	Rs. 7150/- Per Sq. Ft
Inaugural discount	Rs.NIL Per Sq. Ft
Net basic sale price	Rs. 7150/- Per Sq. Ft
Charges for right to use one car space	Rs. 4,00,000/-
Preferential location charges	As applicable
EDC and IDC	Rs. 360/- sq. ft.
Club charges	Rs. 1,25,000/-

20%,20%,60% FLEXI PAYMENT PLAN

At the time of booking	20% of (BSP, EDC/IDC, PLC, Car Park, Club Charges) (Plus Service Tax)
On application of OC / Feb 2017* (*whichever is later)	20% of (BSP, EDC/IDC, PLC, Car Park, Club Charges) (Plus Service Tax)
On offer of possession	60% of (BSP, EDC/IDC, PLC, Car Park, Club Charges) + Stamp Duty+ Any Other Charges as applicable(Plus Service Tax)

Note:-

- External Development Charges (EDC) and Infrastructure Development Charges (IDC) are pro-rated per Unit as applicable to this Group Housing Colony. In case of any revision, the same would be recovered on pro-rata basis from the Applicant/Allottee.
- Stamp Duty/Registration Charges shall be payable along with the last installment based on the then prevailing rates.
- 1 car parking bay for 2, 3 and 4 bedroom unit is mandatory.
- PLC: Central Greens – 6% of BSP, Golf Putting / Pool Facing –4% of BSP, Corner –3% of BSP, (in case of G+14 Ground Floor –5% of BSP First Floor –4% of BSP, Second Floor –3% of BSP , Eleventh Floor–3% of BSP , Twelfth Floor–4% of BSP ,thirteenth Floor–5% of BSP ,) (In case of G+21 Ground Floor –5% of BSP , First Floor –4% of BSP , Second Floor –3% of BSP, Nineteenth Floor – 3% of BSP, Twentieth Floor – 4% of BSP, Twenty-First Floor – 5% of BSP.
- IFMS & Service tax as applicable would be payable by customer as per demand.
- Prices subject to revision at the sole discretion of the Company.
- Timely payment of the installment is the essence of this agreement. On failure to make the payment at the booking/allotment stage i.e. at the time of payment of 20% of Total Price, the company reserves its right to cancel the booking and refund the booking amount after forfeiting 25% of booking amount apart from making all other adjustments in this regard. If at the above said allotment stage, the applicant(s)/ buyer(s) seek extension of time, which shall not be beyond 30 days, in any case, from the due date, an interest on such payment @18% per annum shall be charged, failing which the allotment shall stand cancelled and after forfeiture of 25% of booking amount apart from deduction / adjustment of other amounts, the balance amount shall be refunded.
- Cheque/DD to be issued in favour of "M/s Microtek Infrastructures Pvt. Ltd. Escrow Account" payable at Gurgaon/New Delhi only.

ANNEXURE – IV | COMMON AREA & FACILITIES

PART-A:

List of Common Areas and Facilities as may be applicable for use of Apartment Allottee(s) within "GREENBURG" proportionate Area of which included in computation of Super Area of the Said Apartment.

1. Entrance Hall/Lobby at Ground Floor.
2. Staircases and Munties.
3. Lifts/lift shafts.
4. Lifts lobbies including lighting and fire fighting equipment thereof.
5. Common passage/corridor, lighting and fire fighting equipments thereof.
6. Lift machine rooms.
7. Overhead Water tanks.
8. Electrical/Plumbing/Fire shafts and service ledges.
9. Mail room/Security room/Driver's common toilet at Ground floor.
10. Security/Fire control room.
11. Maintenance office/service Areas.

PART-B:

List of General Common Areas and Facilities proposed to be located in the basement for all apartment Allottee(s) in "GREENBURG" included in computation of Super Area of the Said Apartment (Plan attached to this Annexure).

- | | | |
|---|---|--|
| 1. D.G. Room/D.G. sets. |] | May be located |
| 2. Underground Domestic & fire water tanks and pump room & pump with accessories. |] | under any apartment building or any other suitable |
| 3. Electric sub-station/transformers |] | location in |
| 4. Electrical Panels. |] | "GREENBURG" |
| 5. Fan rooms. |] | |
| 6. Laundromat. |] | |
| 7. Maintenance stores and circulation Areas |] | |

PART-C:

List of general Common Areas and Facilities within "GREENBURG" for use of all apartment Allottee(s) in GREENBURG excluded from computation of Super Area of the Said Apartment (Plan attached to this Annexure).

1. Lawns & play Area, including lighting & Services etc.
2. Road & Driveways, including lighting & Services etc.
3. Fire Hydrants & Fire brigade inlet etc.

That save and except the use of Common Areas and Facilities in part A, Part B as above, exclusive right to use car space(s) as described in Part D of this annexure and the undivided pro-rata share in the Foot Print of the Said Building. It is specifically made clear by the Project Developer and agreed by the Apartment Allottee(s) that he/she shall not have any right, title or interest in any other land(s), areas, facilities and amenities within "GREENBURG" as these are specifically excluded from the scope of this Agreement and the Apartment Allottee(s) agrees and confirms that the ownership of such lands, Areas, facilities shall vest solely with the Project Developer, its associates and the Project Developer shall have the absolute discretion and the right to decide their usage, manner and method of disposal etc.

PART-D:

Parking Space within "GREENBURG" individually allotted to an allottee of apartment for his/her exclusive use and is excluded from the computation of Super area of Apartment.

1. Exclusive right to use Covered car parking space(s) on still floor level of buildings.
2. Exclusive right to use Covered car parking space(s) in basements of buildings.
3. Exclusive right to use Covered car parking space(s) around building(s).

PART-E:

It is specifically made clear by the Project Developer and agreed by the Apartment Allottee(s) that this Agreement is limited and confined in its scope only to the Said Apartment, areas, amenities and facilities as described in Part-A, Part-B, Part-C & Part-D of this annexure and the foot print the Said Building. It is understood and confirmed by the Apartment Allottee(s) that all other land(s), Areas, facilities and amenities in "GREENBURG" and outside the periphery/boundary of "GREENBURG" are specifically excluded from the scope of this Agreement and the Apartment Allottee(s) agrees that he/she shall not have any ownership rights, rights of usage, title or interest in any form or manner whatsoever in such other lands, Areas, facilities and amenities as these have been excluded from the scope of this Agreement and have not been counted in the computation of Super Area for calculating the Total Price and therefore, the Apartment Allottee(s) has not paid any money in respect of such other lands, Areas, facilities and amenities.

The Apartment Allottee(s) agrees and confirms that the ownership of such other lands, Areas, facilities and amenities, shall vest solely with the Project Developer, its associates, its subsidiaries and the Project Developer shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A tentative list of such other lands, Areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

1. Shops within the said Building, if any, and/or within the said portion of Land/ "GREENBURG".
2. Dwelling Units for Economically Weaker Section and Dwelling Units for Service Personnel in Building other than Apartment Buildings.
3. Areas reserved for all kinds of schools and school buildings/Construction (including but not limited to nursery, primary & higher secondary school).
4. Areas for Club/Community Centre and Club/Community Building(s).
5. Areas reserved for Dispensary and Dispensary Building(s).
6. Areas reserved for Creche and Creche Building(s).
7. Areas reserved for Religious Building and Religious Building(s).
8. Areas reserved for Health Centres and Health Centre Building(s).
9. Areas reserved for Police Posts and Police Post Building(s).
10. Areas reserved for Electric sub-stations (ESS) & ESS Building(s).
11. Areas for Telephone Exchange, Telecommunication facilities, Post-Office etc. and Building(s)/Construction thereof.
12. Areas for all Commercial Buildings and Commercial Buildings/premises.
13. Areas for sports, recreational facilities etc.
14. Roads, Parks for use of General Public.
15. All Areas, Building, premises, structures falling outside the periphery/boundary of the said plot of land.

ANNEXURE – V | SPECIFICATIONS

Specifications of 2BHK, 3BHK & 4BHK Apartments in Microtek's Greenburg, Sector 86, Gurgaon

LOCATION	WALLS	FLOORS	DOORS	WINDOWS	ELECTRICAL	SANITARY	USP
LIVING/ DINING ROOM	Plastic Emulsion Paint	Italian Marble	7.5 ft. Hardwood Door Frame with European style flush door	Powder coated Aluminium/ UPVC	Modular switches	-	Split Air- conditioner
BEDROOMS	Plastic Emulsion Paint	Laminated Wooden Flooring	7.5 ft. Hardwood Door Frame with European style flush door	Powder coated Aluminium/ UPVC	Modular switches	-	Split Air- conditioner
KITCHEN	2' high Ceramic Tiles above counter, rest painted with Plastic Emulsion Paint	Anti-skid Ceramic Tiles	7.5 ft. Hardwood Door Frame with European style flush door	Powder coated Aluminium/ UPVC	Modular switches	Granite/Marble Counters, SS Sink with CP fitting, Provision for Geysers	Premium Modular kitchen
BATHROOM	Ceramic wall tiles up to fall ceiling level	Anti-skid Ceramic Tiles	7.5 ft. Hardwood Door Frame with European style flush door	Powder coated Aluminium/ UPVC	Modular switches; provision for hot & cold water supply system	Granite/Marble Counters, Single lever CP fitting/Sanitary ware of Grohe/ Duravit /Roca/Kohler or Equivalent	Jacuzzi bath tub in Master Bathroom of 3BHK + S + S Q units & 4 BHK + SQ
SERVANT/ UTILITY ROOM	OBD	Ceramic Tiles	7.5 ft. Hardwood Door Frame with European style flush door	Powder coated Aluminium/ UPVC	Modular switches	-	-
SERVANT/ UTILITY TOILET	Ceramic Tiles & OBD	Anti-skid Ceramic Tiles	7.5 ft. Hardwood Door Frame with European style flush door	Powder coated Aluminium/ UPVC	Modular switches	ISI CP fittings	-
BALCONIES	OBD	Anti-skid Ceramic tiles	-	-	Modular switches	-	SS With toughened glass railing
LIFT LOBBIES	OBD	Granite/ Indian marble	-	-	-	-	-
EXTERNAL FACADE	Permanent Texture/Paint Finishes/ Combination	-	-	-	-	-	-

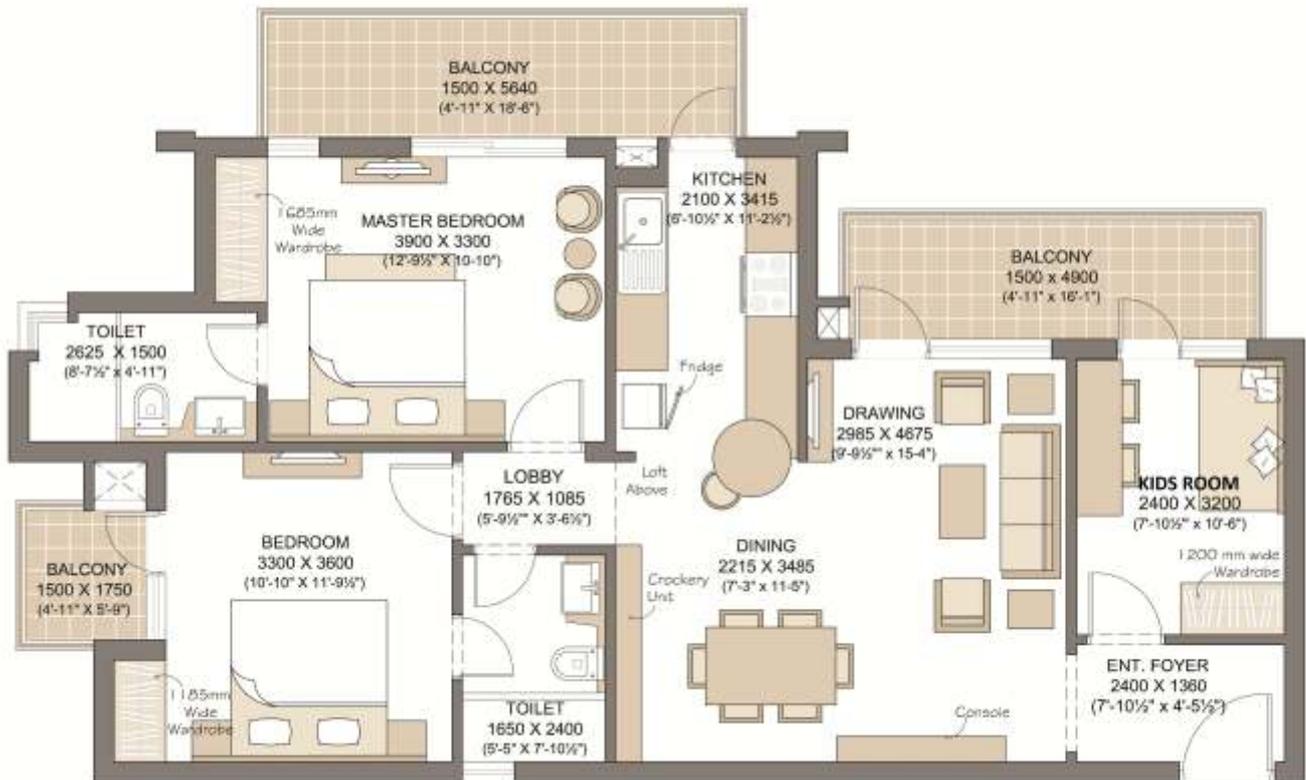
Internal Facilities:-

- Single Point Control Panel for Electrical Points at the Entrance.
- Loft for storage
- Driver Toilets
- Provision for laundry & car washing
- Facility management service
- Dual billing meter

Security & Technology:-

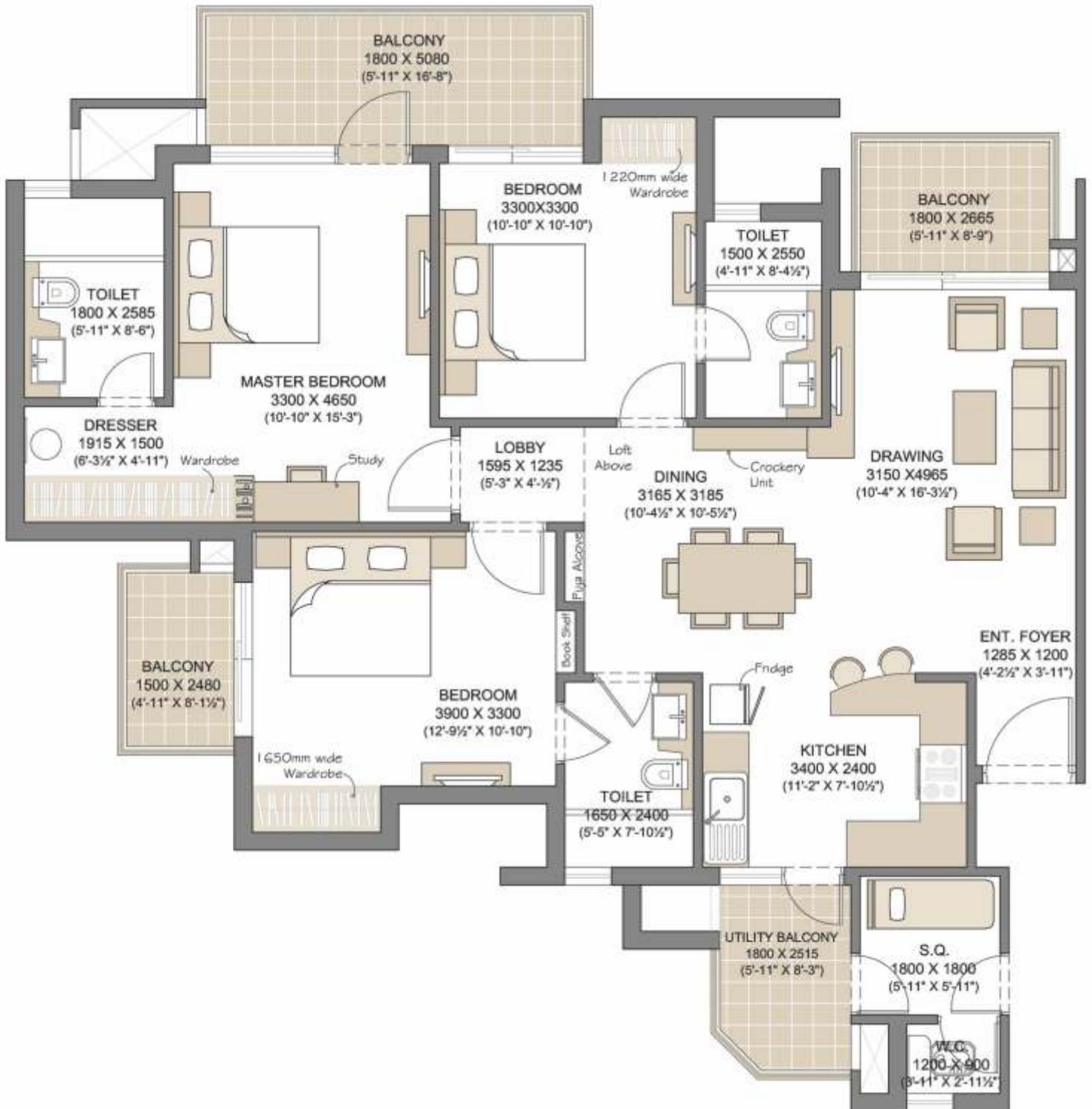
- Introduction of Fibre Optics: In your apartment, enabling single point control of multi-dimensional utilities:
Intelligent wiring: Single centralized hub in line with international standard is provided in each apartment so as to eliminate wiring cluttering.
- Power & Flexibility: To select the service provider of your choice for Cable TV/DTH (Direct to Home TV), Internet, Fixed Telephone Line in the apartment.
- IPTV Ready: Infrastructure provided in each apartment in order to raise TV viewing to a whole new exciting world of interactivity and entertainment that is driven through choice, control and value Watch Videos on Demand & on-demand premium content.
- High Speed Connectivity: Upto 100 mbps bandwidth available on demand to enjoy swift data download and video streaming.
- 3-Tier security
- Gated Community
- 24 hour CCTV Surveillance at entry/exit for continuous monitoring & recording at the Main entrance/Basement/ Lift Lobbies.
- Dedicated Intercom linking the residence to both the main gate & the lobby.

ANNEXURE – VI | FLOOR PLAN



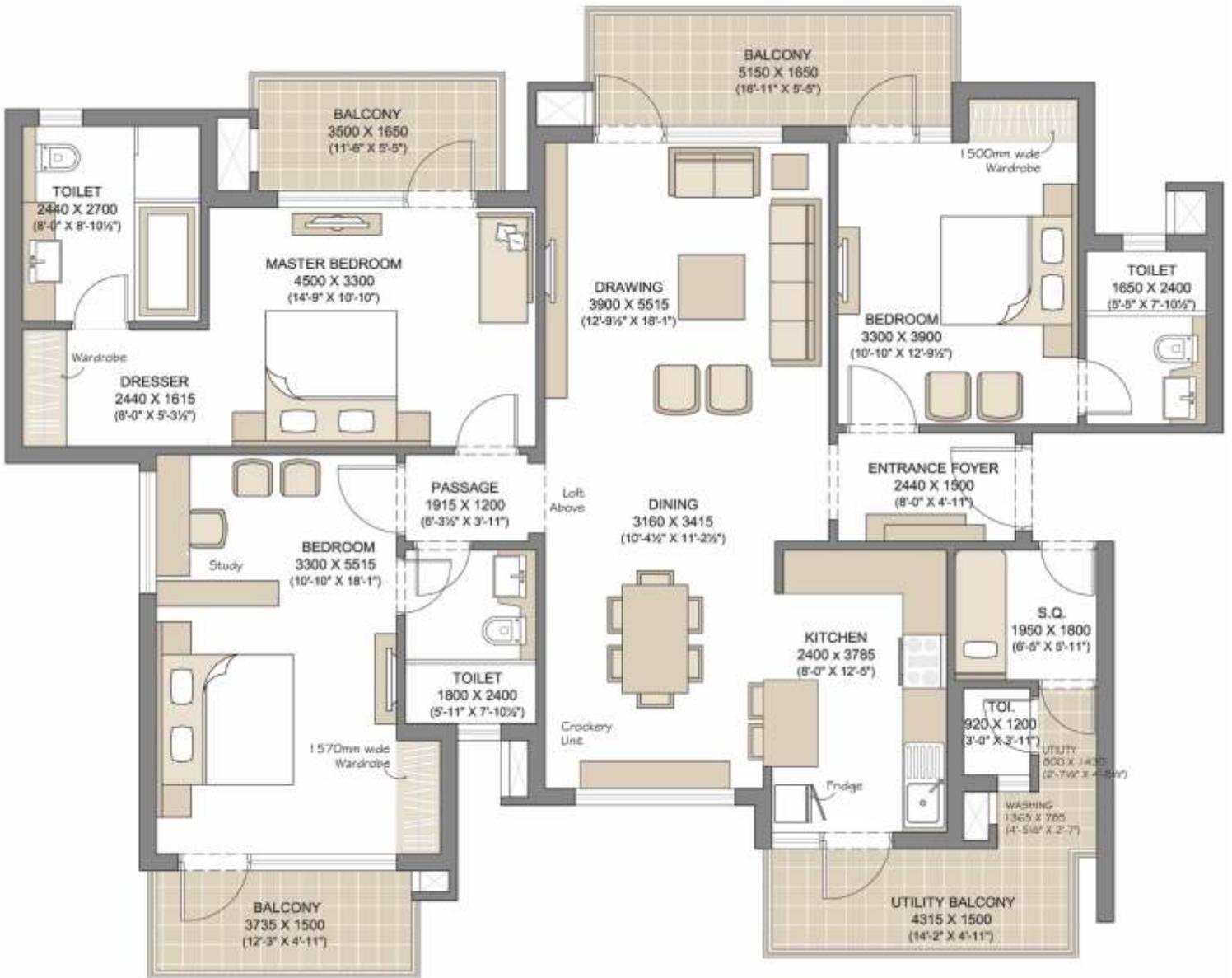
3 BHK + 2T – 1480 sq. ft.

ANNEXURE – VI | FLOOR PLAN



3 BHK + SQ – 1895 sq. ft.

ANNEXURE – VI | FLOOR PLAN



3 BHK + SQ + STUDY – 2285 sq. ft.

ANNEXURE – VII | DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the Sale Price in respect of the Said Apartment shall be the sum of Apartment Area of the Said Apartment, its pro-rata share of Common Areas in the entire said building and pro-rata share of other Common Areas outside apartment buildings earmarked for use of all apartment allottees in "GREENBURG", Sector 86, Gurgaon.

Whereas the Apartment Area of the Said Apartment shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards and lofts etc. and half the area of common walls with other premises/apartment, which form the integral part of Said Apartment and Common Areas shall mean all such parts/areas in the "GREENBURG" which the allottee shall use by sharing with other occupants of "GREENBURG" including entrance lobby, driver's/common toilet at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to lift machine room, overhead water tanks, helipad, underground water tanks & pump room, electric sub-station, DG set room, fan rooms, Laundromat, maintenance offices/stores, security/fire control rooms and architectural features, if provided.

Super Area of the Said Apartment if provided with exclusive open terrace(s) shall also include area of such terrace(s), Apartment allottee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.

It is specifically made clear that the computation of Super Area of the Said Apartment does not include the following:

- a) Sites for shops and shop(s).
- b) Sites/Buildings/Area of Community facilities/Amenities like Nursery, Club for "GREENBURG". Electric Sub-Station, Dwelling Units for Economically Weak Sections.
- c) Roof / top terrace above apartments excluding exclusive terraces allotted to apartments.
- d) Covered/Open Car Parking Area within/around Buildings for allottees/visitors of "GREENBURG".

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing Sale Price in respect of Said Apartment only and that the inclusion of Common Areas within Said Building, for the purpose of calculating Super Area does not give any right, title or interest in Common Areas to Apartment Allottee except the right to use common Areas by sharing with other occupants/allottees in the said building subject to timely payment of maintenance charges.

Presently, tentative percentage of Apartment Area to Super Area of Apartment varies 77% to 81% approximately depending upon the size and type of the apartments. Super Area and the percentage of Apartment Area to Super Area may undergo changes during construction of Said Building/Said Complex and final Super Area shall be confirmed upon completion of construction of Said Building(s).

ENDORSEMENT(1)

I/We hereby assign all the rights and liabilities under this agreement in favour of_____

TRANSFEROR

I/We hereby accepted all the rights and liabilities under this agreement assigned in my/our favour by_____

TRANSFeree

The above transfer is hereby confirmed

For Microtek Infrastructures Pvt. Ltd.

(Authorised Signatory)

Date:

ENDORSEMENT(2)

I/We hereby assign all the rights and liabilities under this agreement in favour of_____

TRANSFEROR

I/We hereby accepted all the rights and liabilities under this agreement assigned in my/our favour by_____

TRANSFeree

The above transfer is hereby confirmed

For Microtek Infrastructures Pvt. Ltd.

(Authorised Signatory)

Date:

ENDORSEMENT(3)

I/We hereby assign all the rights and liabilities under this agreement in favour of_____

TRANSFEROR

I/We hereby accepted all the rights and liabilities under this agreement assigned in my/our favour by_____

TRANSFeree

The above transfer is hereby confirmed

For Microtek Infrastructures Pvt. Ltd.

(Authorised Signatory)

Date:

ENDORSEMENT(4)

I/We hereby assign all the rights and liabilities under this agreement in favour of_____

TRANSFEROR

I/We hereby accepted all the rights and liabilities under this agreement assigned in my/our favour by_____

TRANSFeree

The above transfer is hereby confirmed

For Microtek Infrastructures Pvt. Ltd.

(Authorised Signatory)

Date:

ENDORSEMENT(5)

I/We hereby assign all the rights and liabilities under this agreement in favour of_____

TRANSFEROR

I/We hereby accepted all the rights and liabilities under this agreement assigned in my/our favour by_____

TRANSFeree

The above transfer is hereby confirmed

For Microtek Infrastructures Pvt. Ltd.

(Authorised Signatory)

Date:

ENDORSEMENT(6)

I/We hereby assign all the rights and liabilities under this agreement in favour of_____

TRANSFEROR

I/We hereby accepted all the rights and liabilities under this agreement assigned in my/our favour by_____

TRANSFeree

The above transfer is hereby confirmed

For Microtek Infrastructures Pvt. Ltd.

(Authorised Signatory)

Date:



Microtek Infrastructures (P) Ltd.
Corp. Office: Vatika City Point, 3rd Floor,
M.G. Road, Gurgaon - 122002
Tel.: +91-124-4417800. Fax: +91-124-4417810
Web.: www.microtekinfra.com