

GREENBURG

Ultra Luxurious Residential Condominiums
Sector-86, Gurgaon

Application-cum-Allotment of Residential Apartment

Application for Allotment of an Apartment in 'GREENBURG' in Sector 86, Gurgaon (Haryana)

MICROTEK INFRASTRUCTURES PVT. LTD.

Registered Office: D-5, Udyog Nagar,
Main Rohtak Road, New Delhi-110041.

Corp. Office: 3rd Floor, Vatika City Point,
M G Road Gurgaon (Haryana).

Dear Sirs,

1. The Applicant(s) understands that the Company (hereinafter defined), is promoting the Said Complex (hereinafter defined).
2. The M/S Deepanshu Project Pvt. Ltd. (hereinafter to be referred as License Owning Company (LOC)) is the lawful owner and in actual possession of the land admeasuring 14.643 acres approx. situated within the revenue estate of village Nakhraula, Sector-86, Tehsil & District Gurgaon, Haryana (hereinafter referred to as "The Said Land").
3. The LOC (hereinafter defined) 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.
4. The Company has acquired the right to develop and market the residential group housing colony on the Said Land from the LOC vide Collaboration Agreement dated 06th April, 2011 entered into by and between the Company and the LOC.
5. The Company and LOC is owner of the Said Land and in pursuant to an arrangement between Company and LOC, the Company is authorized to develop and construct on the Said Land. Further, the Company is entitled to carry out necessary improvements and to market, sell the units/apartments constructed on the Said Land and whereby the Company is also authorised to book and collect the amounts and sign all the documents necessary for marketing, selling or transfer of Said Apartment(s) (to be defined).
6. The Applicant(s) states and confirms that the Company has made the Applicant(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 Company. The Applicant(s) confirms that he/she has read and perused the Agreement, containing the detailed terms and conditions and in addition, the Applicant(s) further confirms to have fully understood the terms and conditions of the Agreement (including the Company's limitations) and the Applicant(s) is agreeable to perform his/her obligations as per the conditions stipulated in the Agreement. Thereafter the Applicant(s) has applied for allotment of an apartment in the Said Complex and has requested the Company to allot an apartment. The Applicant(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 below.
7. The Applicant(s) requests that the Applicant(s) may be allotted an Apartment and an exclusive right to use Car Space(s) (hereinafter defined) in the Said Complex as per the Company's:

Down Payment Plan []

Flexible/Construction Linked Plan []

8. The Applicant(s) has read and understood the terms and conditions appended to this Application and is agreeable to the same.

9. The Applicant(s) encloses herewith a sum of: Rs./- (Rupees..... only) by Bank Draft/
Cheque No.:Dated:drawn in favour of the Company payable
at.....towards the booking amount, being part
Earnest money of the Apartment.
10. The Applicant(s) agrees that if the Company allots the Said Apartment (hereinafter defined) then the Applicant(s) agrees to pay the Total Price (hereinafter defined) and all other amounts, Taxes and Cesses, charges and dues as per the payment plan opted by the Applicant(s) and/or as and when demanded by the Company or in accordance with the terms of this Application/Agreement.
11. The Applicant(s) has clearly understood that by submitting this Application the Applicant(s) does not become entitled to the final allotment of the Said Apartment in the Said Complex notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant(s). The Applicant(s) further understands that it is only after issuance of the allotment letter, the allotment will get confirmed and after the Applicant(s) signing and executing the Agreement and agreeing to abide by the terms and conditions laid down therein that the allotment of the Said Apartment shall become final. The Applicant(s) agrees, consents and authorizes the Company to cancel the allotment if the Applicant(s) fails to execute and return the Agreement within Forty Five (45) days from the date of Allotment and on such cancellation, the Applicant(s) consents and authorizes the Company to forfeit the Earnest Money (hereinafter defined) along with Non Refundable Amounts (hereinafter defined).
12. The Applicant(s) acknowledges that the Company has provided all the information and clarifications as required by the Applicant(s) and that the Applicant(s) is fully satisfied with the same and the Applicant(s) has relied on his/her 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 Company, or any selling agents/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 Application and that this Application is self contained and complete in itself in all respects.
13. Notwithstanding anything contained in this Application, the Applicant(s) understands that the Application will be considered as valid, enforceable and proper only on realization of the amount tendered with this Application.
14. The Applicant(s) agrees to abide by the terms and conditions of this Application including those relating to payment of Total Price and other deposits, Government charges, rates, Taxes and Cesses (hereinafter defined), levies, etc. and forfeiture of Earnest Money and Non Refundable Amounts as laid down herein and/or in the Agreement.
15. The Applicant(s) have read and understood all the terms and conditions set out in this Application, understood the mutual rights and obligations and agree that some of the conditions set out in this Application, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Complex and it is because of this reason that the Applicant(s) have approached the Company for investing in the Said Apartment/Said Complex. The Applicant(s) also confirm that the Applicant(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 re-sale in the vast and competitive market of National Capital Region and the Applicant(s) find that the Said Apartment/Said Complex to be suitable for the Applicant(s) residence and therefore have voluntarily approached the Company for allotment of the Said Apartment in the Said Complex.

My/our particular are given below for your reference and record :

Sole/First Applicant

Name: Mr. /Mrs /Ms /M/s:

S/W/D of Mr:

Mailing Address:

.....

City:State:Pin code:



Telephone No. 1:2.....Fax No:Email ID:

Pan No:Ward/Circle:Date of Birth:(DD)(MM)(YYYY)

Profession/Business:Residential Status: (.....) Indian / (.....) NRI /
(.....) Foreign National of Indian Origin.

Signature First Applicant

Name: Mr. /Mrs /Ms /M/s:

S/W/D of Mr:

Mailing Address:

.....

City:State:Pin code:



Telephone No.: 1.....2.....Fax No:Email ID:

Pan No:Ward/Circle:Date of Birth:(DD)(MM)(YYYY)

Profession/Business:Residential Status: (.....) Indian / (.....) NRI /
(.....) Foreign National of Indian Origin.

Signature Second Applicant

Third Applicant

Name: Mr. /Mrs /Ms /M/s:

S/W/D of Mr:

Mailing Address:

.....

City:State:Pin code:



Telephone No.: 1.....2.....Fax No:Email ID:

Pan No:Ward/Circle:Date of Birth:(DD)(MM)(YYYY)

Profession/Business:Residential Status: (.....) Indian / (.....) NRI /
(.....) Foreign National of Indian Origin.

Signature Third Applicant

DETAILS OF SAID APARTMENT

Type:.....

Super area:/- sq. m: (...../- sq. ft. approx.)

Building Block:Floor:Apartment No.:

Right to Use Car Space(s) No.:

Type: Lower Basement / upper Basement / Stilt:

DETAILS OF PRICING

Basic sale price :

Super area: Rs.-/sq. m: (Rs.-/sq. ft.) aggregating to: Rs.-/ (Rupees.....only).

Charges for right to use one car space: Rs.-/ (Rupees.....only)

PLC, as applicable and more clearly set out in the Schedule of Payments

Total Price payable for the Said Apartment: Rs.-/ Rupee.....only)

DECLARATION

The Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information given by the Applicant(s)are true and correct and nothing has been concealed therefrom.

Date:

Yours faithfully

Place:

Signature of Applicant(s)

FOR OFFICE USE ONLY

Receiving officer:

Signature:

Date:

1. Accepted [] / Rejected []

2. Apartment No: Tower No: Floor:

Super area:/- sq. m: (...../- sq. ft. approx.)

Right to Use Car Space(s) No.:

Type Covered (Basement/Stilts)/Open:

3. Basic sale price :

Super area: Rs./- sq. m: (Rs./- sq. ft.) aggregating to

Rs./- (Rupees:.....only).

Charges for right to use one car space: Rs./-

(Rupees.....only)

PLC, as applicable and more clearly set out in the Schedule of Payments

Total Price payable for the Said Apartment: Rs./-

Rupees:.....only)

4. Payment plan: [] Down Payment [] Flexible / Construction Linked Plan

5. Payment received vide Cheque/DD/Pay Order No.: Dated:for

Rs.out of NRE/NRO/FC/SB/CUR/CA Acct:

6. Booking Receipt No: Dated:

7. Three Preferences

7.1 Tower [] Floor [] Flat No. []

7.2 Tower [] Floor [] Flat No. []

7.3 Tower [] Floor [] Flat No. []

8. Booking Through [] Direct/[] Broker

9. Broker's Name, address, and Stamp with Signature

.....
.....
.....

10. Check-list for receiving Officer:

- (a) Booking amount.
- (b) Customer's signature on all pages of the Application form at places marked as "X".
- (c) PAN No. & Copy of PAN Card/form 60 / form 49 A.
- (d) Address proof of the applicant.
- (e) For Companies: Certified copies of memorandum and articles of association and board resolution in support of the authorized signatory under common seal of the Company.
- (f) For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the account of the Applicant(s)/NRE/FCNR A/c of the Applicant(s)/IPI-7/ Passport Photocopy.
- (g) For NRI: Copy of Passport/Foreign Inward Remittance from the account of the Applicant(s)/NRE/NRO A/c of the Applicant(s).
- (h) For Partnership Firm, Partnership deed and authorization to purchase.

Place:

Date:

Cleared by stock on

(Representor from)

GM (MKTG)

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN APARTMENT IN
THE GREENBURG, SECTOR-86 GURGAON, HARYANA.

The terms and conditions given below are more comprehensively set out in the Agreement which upon execution shall supersede this Application. The Applicant(s) shall sign all the pages of this Application as token of his/their acceptance.

Definitions and Interpretations

In this Application the following words and expressions when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expression shall be attributed their ordinary meaning. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular means plural and masculine include feminine gender.

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

"Agreement" shall mean the Apartment Buyers' Agreement to be executed by the Applicant(s) and the Company.

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

"Applicant(s)" shall mean the Applicant(s) applying for allotment of the Said Apartment, whose particulars are set out in this Application and who have appended their signature as acknowledgement of having agreed to the terms and conditions of this Application.

"Application" shall mean this Application form for allotment of an apartment in Said Complex on the terms and conditions contained herein.

"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. ft. (per sq. m), based on the super area of the Said Apartment.

"Company" shall mean "Microtek Infrastructure Pvt. Ltd." having its registered office at D-5, Udyog Nagar, Main Rohtak Road, New Delhi-110041 and corporate office at 3rd Floor Vatika City Point, Mehruali, Gurgaon Road, Gurgaon-122002.

"Earnest Money" shall mean 15 % of the Total Price, including of booking amount paid by the Applicant(s).

"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 Applicant(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 Company which cannot 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 Company's ability to perform obligations under this Application, which shall include but not be limited to:

- (a) Acts 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 lock outs, industrial dispute;
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Company 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 govt. or any other Authority or if any Competent 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 competent 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, 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 Applicant(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 Application) to the Company or to the Maintenance Agency @ Rs.807.30 per sq. ft (₹ 75/- per sq. mtr.) 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 Company (LOC)” means M/S Deepanshu Projects Pvt. Ltd. having its registered office at D-5, Udyog Nagar, Main Rohtak Road, New Delhi-110041.

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

“Maintenance Charges” shall have the meaning ascribed to it in the draft tripartite maintenance agreement for maintaining the Common Areas and facilities in the Said Building/Said Complex which shall be more elaborately described in the draft maintenance agreement attached to the Agreement.

“Non Refundable Amounts” means interest paid or payable on delayed payments, brokerage paid/payable by the Company, if any, etc.

“Parking Space(s)” means exclusive right to use Car Space(s) allotted to the Applicant(s), details of which are mentioned in this Application.

“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 Application .

“Said Apartment” means the specific apartment applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative apartment that may be allotted by the Company 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, club house, swimming pool, cricket pitch, tennis court, community shopping, school and EWS apartment etc. and any other building, Amenities and Facilities, as may be approved by the Competent Authority. The tentative site plan of the Said Complex is Annexure-V.

“Said Land” means the land admeasuring about 14.64 acres or thereabouts situated in sector 86 at revenue estate of village Nakhraula, District Gurgaon, Haryana, on which the Said Complex is being developed. The location plan is Annexure-IV.

"Taxes and Cesses" shall mean any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Complex, now or in future.

"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 preferentially 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 Application/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 of additional Car space(s), if any, allotted to the Applicant(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) Proportionate share towards all deposits and charges paid/payable by the Company to Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL) or any other body.
- xii) Proportionate share towards the cost incurred by the Company for construction/installation of sub-station/ power house/transformers/ equipments, etc.
- xiii) Charges/costs for providing connection from feeder pillars upto the Said Apartment including any deposits and cost for meter installation.
- xiv) Any other charges that may be payable by the Applicant(s) as per the other terms of the Application and such other charges as may be demanded by the Company.

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

1. The Applicant(s) has applied for allotment of the Said Apartment and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said Apartment/Said Complex and has also satisfied himself about the arrangements/title/interest/rights of the Company in the Said Land on which the Said Apartment/Said Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant(s) confirms that the Company has provided an opportunity for investigation of all the documents relating to the development and construction of the Said Apartment and has answered all his queries and on being satisfied, the Applicant(s) confirms that no further investigation in this regard is required by the Applicant(s). The Applicant(s) confirms that this Application is irrevocable and cannot be withdrawn.
2. The Applicant(s) shall pay the Total Price of the Said Apartment in accordance with the payment plan attached herewith and marked as Annexure-III A & B opted by the Applicant(s) and in addition, the Applicant(s) shall also be liable to pay all other amounts, charges, Taxes and Cesses and any other dues mentioned in this Application/Agreement. The Applicant(s) agrees and understands that the Total Price of the Said Apartment and other charges and taxes are calculated on the basis of the super area of the Said Apartment which is tentative and any increase or decrease in super area shall be payable or refundable at the price to be determined by the

Company. The applicant(s) agrees that the price determined by the Company shall be final and the applicant(s) shall have no objection over the same. To avoid any confusion between Company and Applicant(s), the Company is selling the Said Apartment on super area basis whereas the carpet area shall be the apartment area excluding balcony and wall area. It is further understood by the Applicant(s) that the definition of super area and apartment area is more clearly set out in Annexure-I.

3. Subject to other terms and conditions of this Application/Agreement on and after the payment of the Total Price, Taxes and Cesses, other charges and dues as per the Application/ Agreement, the Applicant(s) shall have the:
i) Ownership of the apartment area of the Said Apartment; ii) Undivided interest and the right to use common areas and facilities along with the other apartment owners as mentioned in the declaration to be filed by the Company under the Apartment Act; iii) Right to exclusive use of the Car Space(s) iv) Undivided proportionate interest in the Foot Print of the Said Building for which the basis of calculation shall be 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 Company may decide.
4. The Applicant(s) agrees that the Applicant(s) shall not have any right, title and interest in any commercial premises, building, shops, community centre, club and school, if any, constructed/situated in/outside the Said Complex as the Company shall be the sole owner of the same and the ownership thereof shall always vest with the Company. The Company, as the owner, shall be free to dispose off the same on such terms and conditions, as it may deem fit. Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centres, club, school etc. or in the operation and management, including but not limited to creation of further rights in favour of any other party/Company by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Company may deem fit.
5. The Applicant(s) understands that the super area of the Said Apartment does not include any recovery/loading towards the cost of construction or land area of club/community centre within the Said Complex. The Applicant(s) agree and understand that the Applicant(s) shall only have conditional right of usage of facilities which may be provided in the club/community centre within the Said Complex. However, the Company 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 centre from the Applicant(s) and the Applicant(s) shall not raise any objection thereto. This right of usage is limited to the club/community centre within the Said Complex only and is subject to the fulfilment of the terms and conditions as stipulated in this Application and schedule of payments. The Company shall have the right to formulate the management, structure and policy, rules and regulations for the said club/community centre and upon intimation of the formalities to be complied with by the Company the Applicant(s) undertakes to fulfil the same. It is understood that the club/community centre usage is limited only to the occupants of the Said Complex and the Company may make suitable provisions and covenants to this effect and in the necessary documents which the Applicant(s) agrees and undertakes to comply with without raising any objections. It is understood that the entire operating cost of the said club/community centre, facilities, improvements/upgradations to be carried over period of time, direct usage charges of the facilities used and items consumed by the Applicant(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 Applicant(s).
- 6.a. The Applicant(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 Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Apartment Act) shall be conclusive and binding on the Applicant(s). The Applicant(s) agrees and confirms that the Applicant(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 Company in such declaration. The Applicant(s) shall be required to join the society/association of the owners of the apartments and the Applicant(s) agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company/Maintenance Agency for this purpose.
- b. The Applicant(s) agrees that the Company 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.

7. The Applicant(s) agrees and understands that in addition to Total Price, the Applicant(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 Applicant(s) to the Company. 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 Company shall periodically intimate the Applicant(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 Applicant(s) and the Applicant(s) shall make payment of such amount within thirty (30) days of such intimation.
8. The Applicant(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 the 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 Application. The Applicant(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant(s) till the Said Apartment is assessed separately.
9. The Applicant(s) agrees to pay applicable club charges/club membership for the club facilities (if provided). The amount shall be paid as when demanded by the Company. The actual usage will be payable as per the usages and services availed by the Applicant(s). The Applicant(s) agrees and undertakes 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 Applicant(s) shall be bound by the same.
10. The Applicant(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 Applicant(s) shall be refunded with simple interest @ 9% (Nine percent) 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 Applicant(s).
 - b. The Said Apartment becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant(s) shall pay PLC of the Said Apartment to the Company, as applicable and payable additionally along with next instalment, as stated in the schedule of payment opted by the Applicant(s).
 - c) The Said Apartment becomes additionally preferentially located, the Applicant(s) shall pay Additional PLC to the Company as applicable and in the manner as specified in clause 10(b).

The Applicant(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 Applicant(s) shall have no other right or claim except as mentioned herein above.

11. The Applicant(s) agrees that any payment towards EDC/IDC/IAC levied/leviable or any increase thereof by the government or any other competent authority (IES) shall be paid by the Applicant(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 competent authority (IES) shall be paid by the Applicant(s). It is also agreed by the Applicant(s) that all such levies/increases may be levied by the government of Haryana or any other competent authority (IES) on prospective or retrospective basis effective from the date of licence(s) of the Said Building/Said Apartment/Said Land. The Company 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 Company shall demand, and the Applicant(s) undertake(s) to pay the same. The pro-rata demand made by the Company to the Applicant(s) with regard to EDC/IDC/IAC increase in EDC/IDC/IAC shall be final and binding on the Applicant(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 Company 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 Applicant(s). If the EDC/IDC/IAC increased EDC/IDC/ICES levied (including with retrospective effect) after the

conveyance deed has been executed, the Applicant(s) agrees and undertakes to pay the same on demand by the Company 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 Company 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 Applicant(s).

12. The Total Price mentioned in this Application 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, 8KVA for 3BHK 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 got installed by the applicant (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 Company or any of its nominees, additional fire safety measures are undertaken, then the Applicant(s) agrees to pay the additional expenditure incurred thereon on a pro-rata basis along with other applicants as determined by the Company in its absolute discretion.
13. The Applicant(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 Applicant(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 this 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 Applicant(s) agrees that Right to use Car Space(s) allotted to the Applicant(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 Company under the Apartment Act.
- 14a. The Applicant(s) agrees that if he fails to pay the complete payment of 30% within 45 days from the date of booking and pays it within next 15 days, he shall be charged an interest on such payment @18% per annum. On failure to pay the said 30% payment even on expiry of said 15 days period, his allotment shall stand cancelled and the payment made by such Applicant(s) shall be refunded after forfeiture of 25% of the booking amount and making all other adjustments. Also, if the Applicant(s) fails to pay any payment as becomes due at different further stages within the stipulated time, the Applicant(s) agrees that the Company has right to cancel the allotment of the Said Apartment and the Application/agreement and the payment made shall be refunded after forfeiting the Earnest Money along with the Non Refundable Amounts. The Applicant(s) further agrees that the Company shall be entitled to cancel the allotment and forfeit the Earnest Money paid by the Applicant(s), along with the Non Refundable Amounts in case of non-fulfilment/breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the Applicant(s) to sign and return to the Company the Agreement within ninety (90) days from the date of booking. Thereafter the Applicant(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 Applicant(s) that the Company is not required to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and/or Agreement and the Applicant(s) is required to comply with all its obligations on its own. The Company shall thereafter be free to resell and or deal with the Said Apartment/Right to use Car Spaces in any manner whatsoever.
- b. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payments after the allotment stage, as stated in schedule of payment (Annexure-III A & B), within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company an interest which shall be charged for the Ninety (90) days from the due date @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.
15. The Applicant(s) agrees that time shall be the essence with respect to the payments to be made by the Applicant(s) including the Total Price and other amounts payable by the Applicant(s) as per the payment plan opted by the Applicant(s) and/or as demanded by the Company from time to time and as mentioned in this Application/Agreement.

16. The Applicant(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 Application, Specifications as given in Annexure-II, Location Plan as Annexure-IV, Floor Plan as given in Annexure-VI, Layout Plan(s) as given in Annexure-V, to this Application. However it is made clear and understood to the Applicant(s) that plans are sanctioned by the competent authority vide letter No. ZP-705/JD (BS)/2012/3484 dated 29-02-2012 and the Company 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-II and shall be subject to the right of the Company 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 Company and the Applicant(s) hereby agrees to this condition. To carry out such additions, alterations, deletions and modifications, the Company shall inform the Applicant(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 Applicant(s) raises any objection to such additions, alterations, deletions and modifications, and the Company decides to go ahead with such changes/direction, the Applicant(s) may have the option to request the Company for cancellation of the Application/Agreement and refund of the amount deposited by him. The Company, may accede, in such case alone, to the request of the Applicant(s) for cancellation of Agreement and refund the entire amount received from such Applicant(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 Company. Upon dispatch of such refund by registered post/courier, the Company shall be released and discharged from all its obligations and liabilities under this Application/Agreement and the Applicant(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).

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 Applicant(s) will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him or refunded to him by the Company as the case may be as per clause no. 2 above. The Applicant(s) agrees that the rate determined by the Company shall be final and the Applicant(s) has no objection over the same. The Applicant(s) agrees to inform the Company in writing his objections, if any, to the changes within Thirty (30) days from the date of such notice failing which the Applicant shall be deemed to have given his consent to all the alterations/modifications. In the event the Applicant(s) raises any objection, the Applicant(s) may have the option to request the Company for cancellation of the Agreement and refund of the amount deposited by him. The Company, may accede, in such case alone, to the request of the Applicant(s) for cancellation of Agreement and refund the entire amount received from such Applicant(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 Company. Upon dispatch of such refund by registered post, the Company shall be released and discharged from all its obligations and liabilities under this Agreement and the Applicant(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).

17. The Applicant(s) agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended by the time during which Force Majeure conditions subsist and the Applicant(s) shall not be entitled to any compensation/damage on account of such delay. If in the opinion of the Company, Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application/Agreement.
- 18 Subject to other terms of this Application/Agreement, including but not limited to timely payment of the Total Price, stamp duty and other charges by the Applicant(s), the Company shall endeavour to complete the construction and offer the possession of the Said Apartment within 46 (Forty Six) months from the date of construction i.e. 01st

October, 2013. The Applicant(s) agrees that if the Company is unable to complete the construction and offer the possession of the Said Building/Said Complex within the stipulated time due to Force Majeure conditions or due to any government/regulatory authority's action, inaction or omission, then the Company may challenge the same by moving the appropriate courts, tribunal(s) and/or authority or any other unwanted/unnecessary litigation (till its final disposal) and such time causing delay in completion of the construction and offer the possession shall be deemed extension in the above mentioned 46 (Forty Six) months period. The Company will offer possession of the Said Apartment to the Applicant(s) as and when the Company receives the occupation certificate from the competent authority(IES).

19. Subject to other terms of this Application/Agreement, in the event the company fails to deliver the possession of the Said Apartment to the Applicant(s) within the time period as stipulated in clause 18 above and as per the terms and conditions of the Agreement and the Applicant(s) not being in default/breach of the terms and conditions set out in this Application/Agreement, then the company shall pay to the Applicant(s), compensation at the following rates per sq. ft. of the Said Apartment per month for such period of delay, subject to the Applicant(s) having fulfilled his/their part of the obligations as per the terms of this Application/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 applicant(s) can seek cancellation of the allotment within 30 days of commencement of the stage for payment of compensation of ` 20/- per sq. ft. and the amount so paid by the such Applicant(s) shall be refunded after deducting Non-Refundable Amount (including brokerage etc.) within 90 days along with interest at the rate of 9% per annum from the date of receiving request for such cancellation in the office of the Company.

20. Subject to the terms of this Application/Agreement, the Applicant(s) shall clear all his/their Total Price, stamp duty and other charges as applicable and demanded by the Company, time to time, within 30 days from the date of demand. Thereafter, the Company, may offer possession of the Said Apartment to the Applicant(s) as and when the Company receives the occupation certificate from the competent authority(IES). The above said offer of possession mailed by the Company shall be final and binding upon the Applicant(s). The possession of the Said Apartment shall be handed over to the Applicant(s) after execution and registration of conveyance/sale deed. In the event, the Applicant(s) fails to take the possession of the Said Apartment, such delay, by the Applicant(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 Applicant(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 company 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 Amount sand 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 realization of money from resale/re-allotment to any other party. Whereupon the Applicant(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.

21. The Applicant(s) agrees and understands that if the FAR is increased beyond the current applicable FAR of 1.75 by the government Authority; the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize 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 Applicant(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 Company, which the Company shall be entitled to dispose of in any manner it chooses without any inter ferece from the Applicant(s). The

Company 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 Applicant(s) acknowledges that the Applicant(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.

22. The Company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor, unless otherwise reserved specifically, of any of the building in the Said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipments or to use/hire/lease the same for advertisement purpose and the Applicant(s) agrees that the Applicant(s) shall not object to the same and make any claim on this account. The roof top/terrace shall always vest with the Company and the Company shall be the sole owner thereof.
23. The Applicant(s) agrees to enter into a maintenance agreement with the Maintenance Agency, as and when so provided by the Company/Maintenance Agency for the maintenance and upkeep of the Said Building/Said Complex and undertakes to pay the maintenance bills thereof. In order to secure due payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, as IFMS.
24. The Applicant(s) agrees to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Agreement and conveyance deed of the Said Apartment within the stipulated period and upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Said Apartment and Right to use Car Space(s). In case the Applicant(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 Company 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 Applicant(s) without any interest.
25. The Applicant(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 Company 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 Applicant(s), permit the Applicant(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 Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.
26. The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution /bank by way of mortgage/charge/securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of sale deed. The Company/financial institution/bank shall always have the first lien/charge on the Said Apartment for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted.
27. The Applicant(s) shall indemnify and keep the Company, directors, its agent, representatives, employees, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non-performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Agreement.
28. The Applicant(s) agrees that in case the Applicant(s) is an NRI or non resident/foreign national of Indian origin /foreign national/foreign company, then all remittances, acquisition/transfer of the Said Apartment, any refund, transfer of security etc. shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 (FEMA), or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
29. The Applicant(s) agree to inform the Company in writing any change in the mailing address mentioned in this Application, failing which, all letters by the Company shall be mailed to the address given in this Application and

deemed to have been received by the Applicant(s). In case of joint Applicant(s), communication sent to the first named Applicant(s) in this Application shall be deemed to have been sent to all the Applicant(s). The last known address shall be deemed to be the final address for the purpose of this clause of this agreement.

30. The Applicant(s) understands that the final allotment of the Said Apartment is entirely at the discretion of the Company.
31. That it is specifically understood by the applicant(s) that upon execution, the terms and conditions as set out in the Agreement shall supersede the terms and conditions as set out in this Application.
32. The Applicant(s) understands that this Application is purely on tentative basis and the Company may decide not to allot any or all the apartments in the Said Building/Said Complex to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s).
33. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership Company, 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 Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
34. The Applicant(s) agrees and understand that terms and conditions of this Application and those of the Agreement may be modified/amended 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 Applicant(s) agrees to modify the terms and conditions if necessary with such final directions/orders and thereupon this Application and the Agreement would be deemed to be executed in such modified form.
35. 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 Company and whose decision shall be final and binding upon the parties. The Applicant(s) hereby confirms that the Applicant(s) shall have no objection to this appointment by the Company even if the person so appointed as the arbitrator is an employee or advocate of the Company or otherwise is connected to the Company and the Applicant(s) confirms that notwithstanding such relationship/connection, the Applicant(s) shall have no doubts as to the independence or impartiality of the sole arbitrator, appointed by the Company. 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.
36. The Applicant(s) may at its own raise finances or a loan for purchase of the Said Apartment. However, responsibility of getting the loan sanctioned and disbursed as per company's payment schedule shall rest exclusively with the applicant. In the event the Applicant(s) loan being disbursed, sanctioned or delayed, the payment to the company as per the payment plan opted shall not be delayed by the Applicant(s). In no event shall the company be liable for payment of any loan or part there of and the liability to pay the loan shall be solely that of the Applicant(s).

The above said terms and condition of this Application have been read over and explained to the Applicant(s) in Hindi vernacular language and the Applicant(s) himself/themselves has gone through the same and have signed this application after admitting and accepting the same, of his/their free will, to be correct and binding on him/them in all respect.

Date:

Place:

SIGNATURE OF THE APPLICANT(S)

ANNEXURE - I

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 and the carpet area shall be the apartment area excluding walls and balcony area.

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 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 and 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/Primary/ Higher Secondary School, Club for "GREENBURG"/Community Centres, Dispensary, Creche, Religious Buildings, Health Centres, Police Posts. Electric Sub-Station, Dwelling Units for Economically Weak Sections/Services Personnel.
- c) 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 from 77% to 81% approximately depending upon the size of apartment and respective building height. 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).

ANNEXURE – II

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	Philips modular switches	-	Split Air-conditioner
BED ROOMS	Plastic Emulsion Paint	Laminated Wooden Flooring	7.5 Ft. Hardwood Door Frame with European style flush door	Powder coated Aluminium / UPVC	Philips 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	Philips modular switches	Granite/Marble Counters, SS Sink with CP fittings, Breakfast Counter, Provision for Geyser	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	Philips modular switches; provision for hot & cold water supply system	Granite/Marble Counters, Single lever CP fittings/Sanitary ware of Grohe /Duravit/ Roca/Kohler or Equivalent	Jacuzzi bath tub in Master Bathroom of 3BHK+S+SQ 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	Philips 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	Philips modular switches	ISI CP fittings	-
BALCONIES	OBD	Anti-skid Ceramic tiles	-	-	Philips 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 - 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:-
- 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 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 | LOCATION PLAN

GREENBURG

Sec - 86, Gurgaon

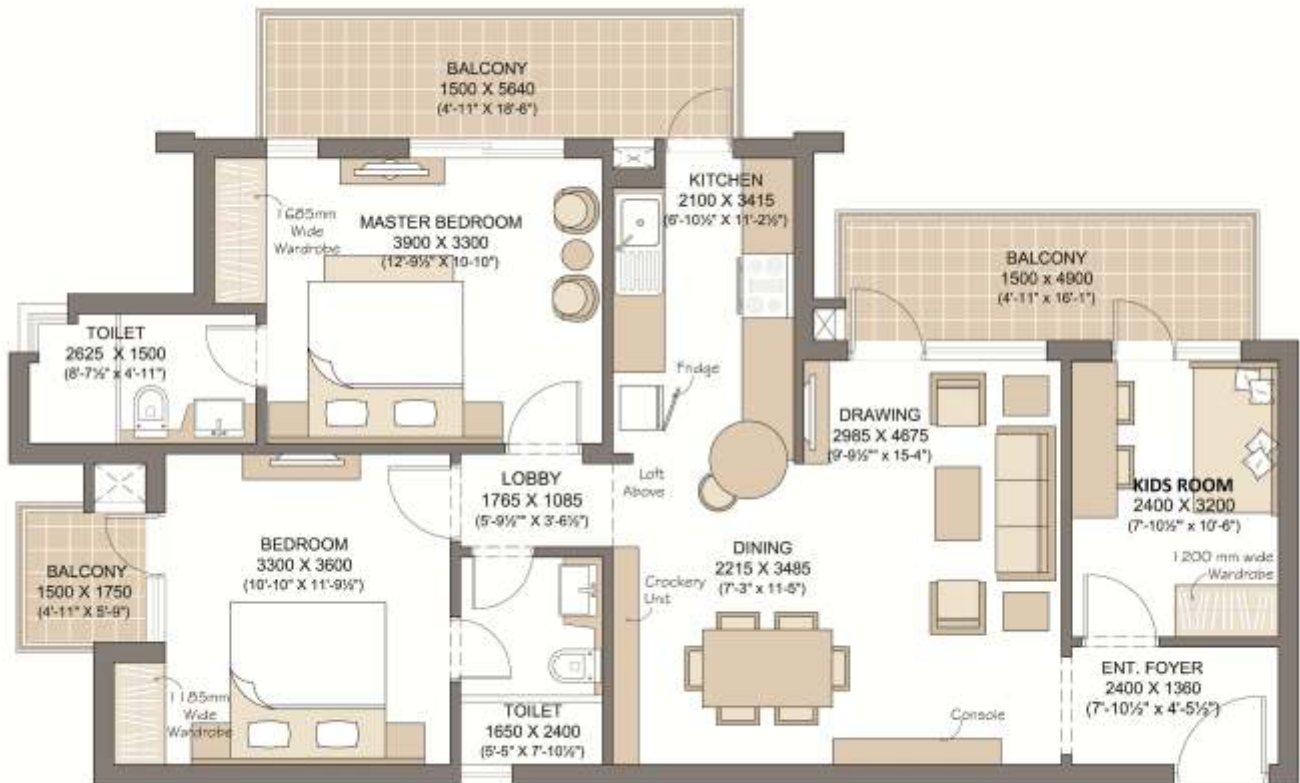


*Map not up to scale.

ANNEXURE - V | SITE PLAN

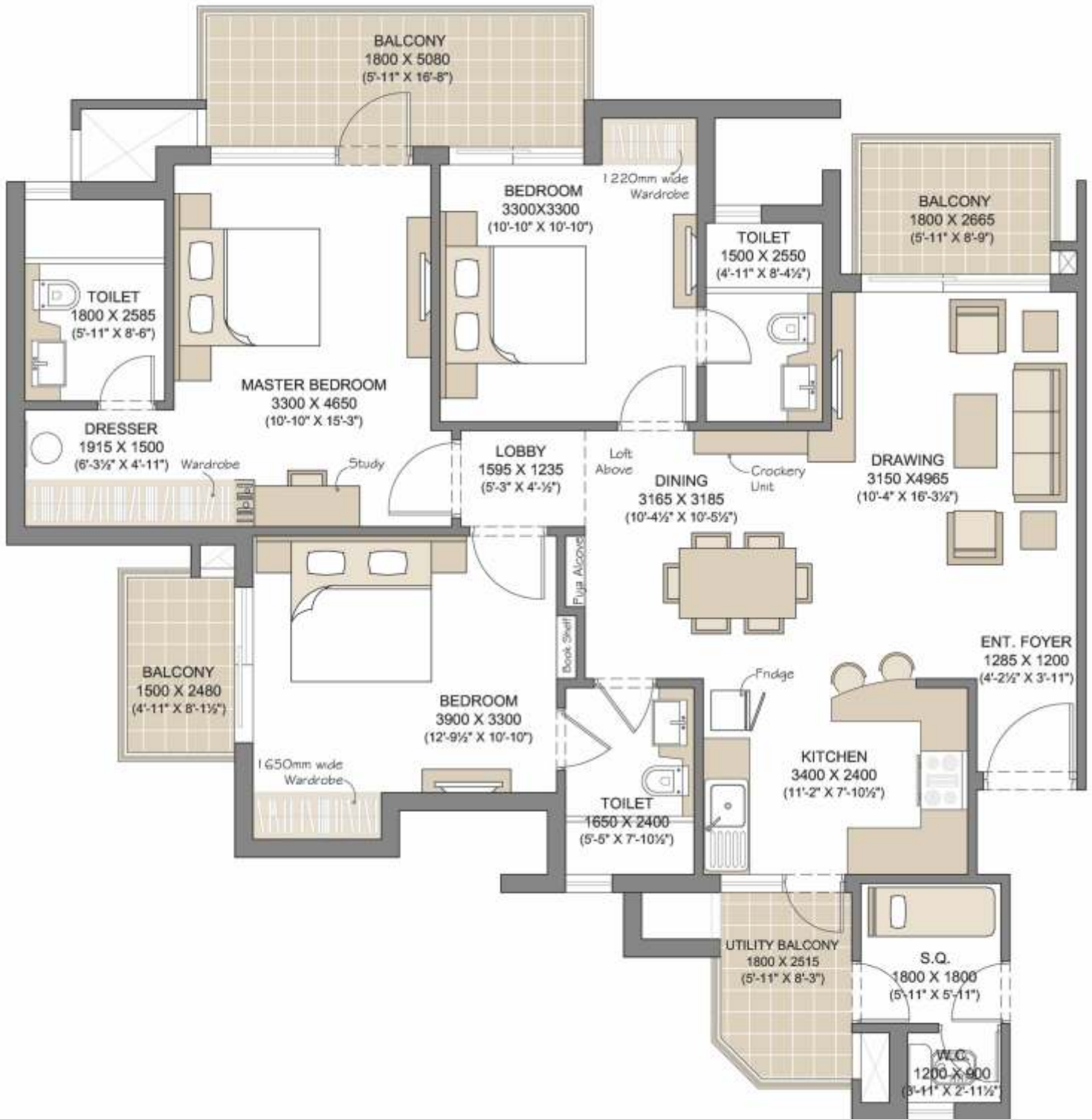


ANNEXURE – VI | FLOOR PLAN



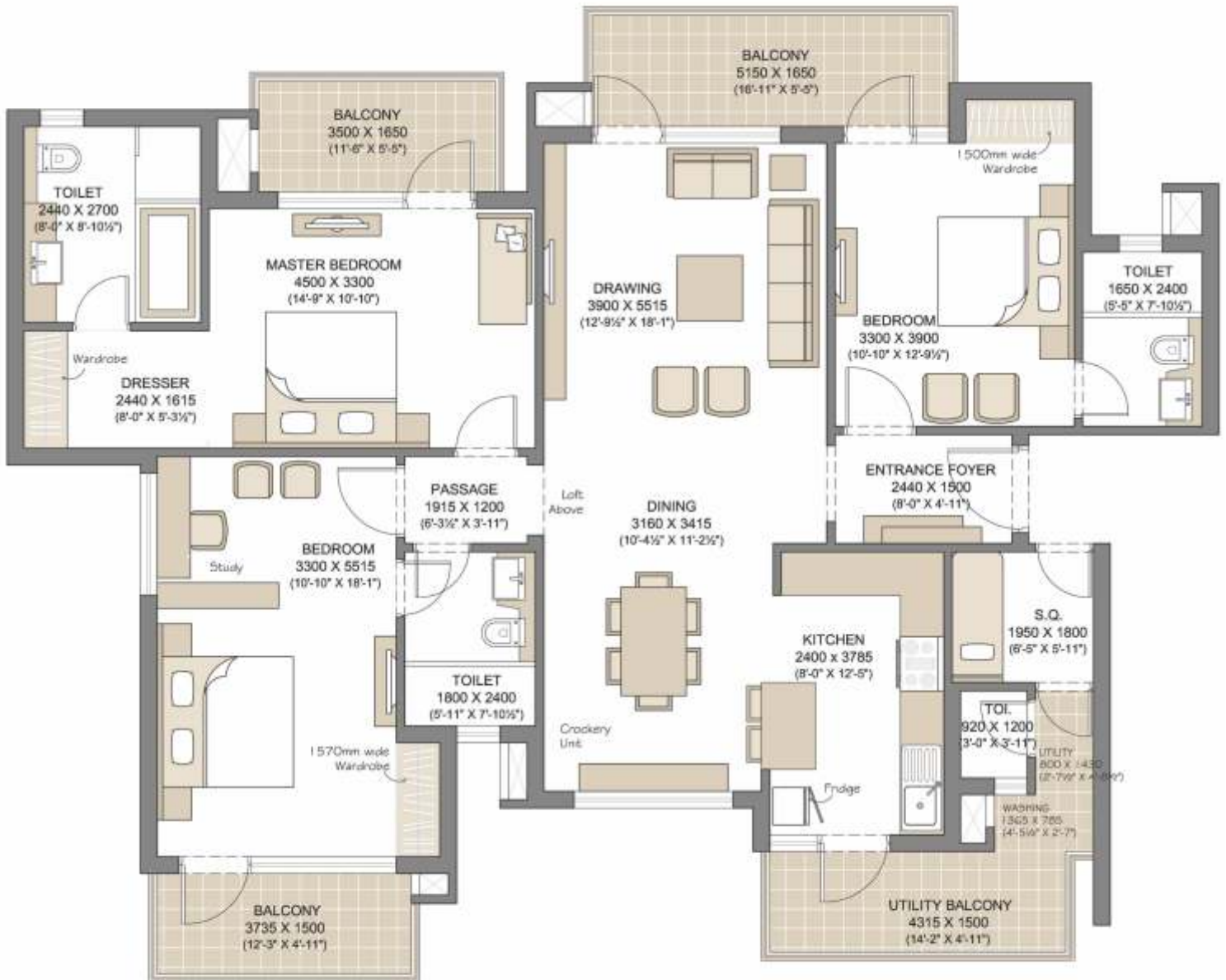
3 BHK + 2T – 1480 sq. ft.

ANNEXURE – VI | FLOOR PLAN



3 BHK + SQ – 1895 sq. ft.

ANNEXURE – VI | FLOOR PLAN



3 BHK + SQ + STUDY – 2285 sq. ft.

ANNEXURE – VI | FLOOR PLAN



4 BHK + SQ – 3060 sq. ft.

Details as per DGTCP Requirements:

1. No. and date of license	License No.104 dated 03.12.2010 issued by DGTCP, Haryana in favour of M/S Deepanshu Projects Pvt. Ltd.
2. Type of colony and its area	Group Housing Residential Colony Measuring 14.64 Acre
3. Name of the colonizer to whom license has been granted	M/s Deepanshu Projects Pvt. Ltd.
4. No. and date of the approved building plan of group housing	ZP-705/JD(BS)/2012/3484 (29-02-12)
5. Total no. of apartments as per approved building plans	General: 726 (including 8 Villas) EWS: 128
6. Provision for community sites	2 Nursery Schools
7. Name of the colony	Greenburg, Sector-86

Note:

All approvals are available and can be checked at the sales office at Vatika City Point, 3rd Floor, M G Road Gurgaon, Haryana-122002.

(The Site Layout Plan shown in the Application Form is tentative and subject to change by the company or by the competent authorities as the case may be from time subject to necessary Approvals)



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