

APPLICATION FORM

Dear Sirs,

"PALM DRIVE - BAHADURGARH"

I/We ("the Applicant") wish to apply for provisional allotment of a residential plot/community site/commercial shop/commercial unit (as detailed below and hereinafter referred to as the "Unit") in the residential project "PALM DRIVE - BAHADURGARH" situated in sector 3 & 14, Bahadurgarh, Haryana (hereinafter referred to as the "Project"), to be developed by M/s MICROTOK REALTORS PRIVATE LIMITED (hereinafter referred to as the "Company").

I/We have read & agree to abide by the preliminary terms & conditions hereunder with the Application Form and also agree and undertake to sign and execute Agreement and/or any other requisite document(s), as and when desired by the Company, and I/we undertake to abide by the same in its true letter & spirit.

I/We herewith submit a sum of Rs. _____ (Rupees) towards registration / application amount for provisional allotment of the Unit. I/We undertake to timely pay the further installments as conveyed and demanded /called for by the Company from time to time and other charges for provisional allotment of the Unit.

I/We have clearly understood that this application does not constitute an agreement/contract to sell and I/We do not become entitled to the provisional and/or final allotment notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Agreement, the allotment shall become final. If, however, I/we withdraw/cancel this application or I/We fail to sign/ execute and return the Agreement within Sixty (60) days from the date of its dispatch by the Company then my/ our application /booking may be treated as cancelled and the earnest money paid by me/ us shall stand forfeited.

I/We further agree and undertake to timely pay the installments and additional charges as per the Payment Plan (opted by me/us) and/ or as stipulated/demanded by the Company, failing which the booking/allotment will be cancelled and the earnest money along with interest on the due amounts shall be forfeited by the Company.

Note: This Application Form must be completed in full in BLOCK LETTERS. Application form, which is not completed in every respect, assignen herein below is liable to be rejected. Application form with any cutting /overwriting, not authenticated properly by the Applicant(s) areliable for rejection. And in that event, the Applicant(s) will be eligible for refund of principal amount only, without any interest.

My/our particulars are provided hereunder: -

I. First / Sole Applicant: Mr./Mrs./Ms/M/s

Through (if applicable) Mr./Ms.

Father's/Husband's Name

Date of Birth: _____

Address (O): _____

Address @: _____

Preferred address for communication

Telephone (O): _____ (R) _____

Income Tax Permanent Account Number: _____

Passport / Aadhaar No. (if any) _____

E-mail ID: _____

Name of the Bank with Branch: _____

Residential Status: _____

Resident Indian ☐ Non-Resident Indian ☐ Person of Indian origin ☐

Signature of Applicant(s) _____

Account No. _____

Fax : _____

Mobile _____

Affix
Latest Passport
Size
Photograph

2. Second Applicant: Mr./Mrs./Ms/M/s

Through (if applicable) Mr./Ms.

Father's/Husband's Name

Date of Birth: Profession:

Address (C):

Address (R):

Preferred address for communication

Telephone (O): (R)

Mobile

Income Tax Permanent Account Number:

Passport / Aadhaar No. (if any)

E-mail ID:

Name of the Bank with Branch:

Account No.

Residential Status:

Resident Indian

Non-Resident Indian

Person of Indian origin

Note: In case of more than two joint applicant's similar details of all the remaining Applicants to be attached.

PARTICULARS OF BOOKING

1. (A) Details of Unit Applied for:

(i) Unit No.

(ii) Area

(iii) Cost;

a. Total Sale Price: Rs. /- (Rupees)

only) per square yard;

b. Preferential Location Charges

c. Interest Free Maintenance Deposit

As applicable and communicated/ demanded by the Company;

Note:The Booking Amount shall constitute 10% of the total sale price of the Unit and Goods And Services Tax (GST) or like impositions/tax/charges as may be applicable/levied, or any statutory levies, taxes, assessments, Development charges, or any other charges as applicable on the UNIT, stamp duty, registration charges, etc. whether levied in present or in future shall be over and above the said Cost which shall be borne and paid by the Applicant(s) separately, as and when demanded by the Company.

(B) Payment Plan: Down Payment [] Time Linked [] (Please v whichever applicable)

*** I/We have accepted the Cost as above [signature of Applicant(s)]**

2. Particulars of the Agent / Dealer, if any

Name:

Address:

Income Tax Permanent Account Number:

Passport / Aadhaar No. (if any)

E-mail ID:

Fax :

Telephone (O):

Mobile

3. This Applications, provisional allotment and further confirmation of allotment of the Unit and its usage shall be governed by the allotment terms, agreement and applicable Acts / laws / rules / regulation policies of Government of India and of Government of Haryana.

Signature of Applicant(s)

I/We the above Applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Allotment against this application is subject to the terms and conditions attached to this application form and that the allotment letter/ agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s)/assignee(s). I/ We undertake to inform the Company of any change in my/ our address or in any other particular/ information given above, till the booked property is registered in my/ our name(s) failing which the particulars shall be deemed to be correct and the documents/ letters sent at the recorded address by the Company shall be deemed to have been received by me/ us.

Note:

(I) All cheques / Demand Drafts to be made in favour of "M/s Microtek Realtors Private Limited" payable at Gurugram.

(II) Persons signing the Application Form on behalf of other person/ firm/ company shall file proper Authorization / Power of Attorney.

1. _____

2. _____

Name of Applicant(s)

Signature of Applicant(s)

Witnesses: 1. _____

2. _____

Place

Date

DOCUMENTS REQUIRED (CHECK LIST)

- A. Application Amount in form of cheques/ Demand Drafts;
- B. Customer Signature on all pages of the Application Form;
- C. Self-Attested Copy of PAN CARD/ Form 60, Address and ID proof, Aadhar Number
- D. For Companies: Self-Attested Memorandum & Articles of Association, Board Resolution, duly certified list of Directors;
- E. For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed;
- F. For NRI: Copy of Passport & Payment through NRE/NRO Account;
- G. For PIO: Copy of Passport, Overseas Citizen of India Card & Payment through NRE/NRO Account;
- H. Signed copy of Price List cum Payment Plan.

Signature of Applicant(s)

FOR OFFICE USE ONLY

1. Application: _____

Accepted []

Rejected []

Reason for Rejection: _____

2. Details of Unit Applied: _____

(i) Unit No. _____

(ii) Area _____

square meter (approx) or corresponding equivalent square yard; _____

3. Cost:

a. Total Sale Price : Rs. _____/- (Rupees)

b. Preferential Location Charges/Interest Free Maintenance Charge Deposit _____ As applicable and

communicated/demanded by the Company;

Note:The Booking Amount shall constitute 10% of the total sale price of the Unit and Goods And Services Tax (GST) or like impositions/tax/charges as may be applicable/levied, or any statutory levies, taxes, assessments, development charges, or any other charges as applicable on the UNIT, stamp duty, registration charges, etc. whether levied in present or in future shall be over and above the said Cost which shall be borne and paid by the Applicant(s) separately, as and when demanded by the Company.

4. Payment Plan: Down Payment [] Time Linked []

5. Amount Received at the time of application is Rs _____/-

(Rupees) vide Bank Draft/Cheque No./RTGS/NEFT No. _____ Dated _____

Vide our Receipt No. _____

Bank Payable at New Delhi/Gurgaon _____

6. Mode of Booking: _____

Direct []

Agent []

Agent Name and Stamp: _____

7. Remarks: _____

Date: _____

Authorized Signatory: _____

Name: _____

Designation: _____

Place: _____

Payment Plan

PAYMENT PLAN FOR RESIDENTIAL PLOT/ COMMERCIAL PLOT/COMMUNITY SITES SITUATED AT "PALM DRIVE, BAHADURGARH" TOWNSHIP (Sector-3 & 14, Bahadurgarh, District-Jhajjar, Haryana)

At the time of Booking	Rs.
On or before	Rs.
On or before	Rs.
On or before	Rs.
On or before	Rs.
On or before	Rs.

Total Amount :Rs.

Signature of Applicant(s)

BASIC TERMS & CONDITIONS FOR ALLOTMENT

1. These are the preliminary Terms and Conditions governing the Provisional Allotment of the Said Unit by the Company to the Applicant (s). The allotment of the Unit shall be subject to availability and at the discretion of the Company.
2. The Provisional Allotment of the said Unit on the basis of application is entirely at the discretion of the Company and the Company have right to reject any application without assigning any reason thereof. This Application is provisional and allotment shall be confirmed only upon signing of Agreement accepting the terms thereof, which are preliminarily reproduced herein.
3. The Applicant(s) has/have applied for allotment of a Unit with the full knowledge and subject to all the laws/notifications and rules applicable to the Project in general which have also been explained by the Company and understood by the Applicant(s).
4. The Applicant(s) has/have fully satisfied himself/herself/themselves about the interest and the nature of rights, title, interest of the Company in the Project Land and has/have understood the obligations in respect thereof, which is being developed by the Company in collaboration with land owning companies as per the prevailing provisions of Haryana Development of Urban Areas Act, 1975 and Rules thereunder and has further understood all limitations and obligations in respect thereof. The applicant(s) further agrees to abide by the terms & conditions of all permissions, sanctions, directions etc. issued/to be issued time to time in future by Town and Country Planning Department, Haryana or any other concerned Authority.
5. The Applicant(s) has/have seen / read and accepted the layout plans, zoning plans, building plans designs, specifications and agrees that Company shall develop and complete the project in accordance with the plans, specifications and amenities as approved by the competent authorities from time to time. The company may effect such variations, additions, alterations, deletions and modification therein as it may, deem appropriate and fit with the prior consent of the Allottee(s). The Company shall intimate the Allottee by written communication and the Applicant (s) also undertakes to reply within 15 days of communication by the Company in this regard, if so required. And in the event the Applicant(s) fails to reply in that event it shall be presumed that the Applicant(s) has granted his/her/their consent. However, prior consent of the Applicant shall not be required if there is change, modification or alteration in the layout plan, zoning plan, amenities or specification if such charges, modification or alteration is required by the Government or Competent Authorities, Court Order or due to change in law or statute, policies or such change, modification or alteration is minor in nature.
6. The Applicant(s) agree(s) to pay the total price of the unit as per the Payment Plan. Timely payment of installments shall be the essence of the provisional/ final allotment. It shall be obligatory on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment, failing which the Applicant(s) shall have to pay interest in accordance with the Rule 15 of the HREFA Rules, 2017 i.e. State Bank of India highest marginal cost of lending rates plus 2 % till 60 days of delayed payment, and if the delay continues the Company reserves its right to cancel the allotment / booking and forfeit the Booking Amount and interest accrued on delayed payments, however, the Company may condone the further delay with compounding charges, as levied and at discretion of the company. The refund in case of cancellation would be restricted to the total amount which has been paid by the Applicant(s) excluding GST. The Goods and Service Tax on the demand made would not be refunded by the Company and the Applicants agrees to apply for refund of claim from the Government. The Company shall provide assistance insofar related to the documentation which may be required for claiming the refund from the Government. After cancellation of the booking / allotment the Applicant shall not be left with any right or interest in the Unit and the Company shall be free / entitled to deal with the Unit in the manner it deem appropriate and fit.
7. The Applicant(s) shall not be entitled to get the name of his/her/their nominee(s)/assignee(s) substituted in his/her/their place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible with substitution charges, as levied and communicated by the Company.

Signature of Applicant(s)

8. That the allotment of the Unit, upon fulfillment of the conditions of the allotment shall be subject to the permissions granted/to be granted by the Town and Country Planning Department Competent Authority and the usage of the said Unit shall be as per policies, applicable law, rules and regulations framed by Town and Country Planning Department of Competent Authority/Company and the restrictions as may be imposed by them from time to time. The Applicant has understood that he/she shall have no right, title, ownership, interest or will not have any right to claim any possession of any kind whatsoever on the adjacent units/properties of the other adjacent allottees and in the common area/spaces. The development / construction of the Project shall be done accordingly to the rules & regulations, terms & conditions, restrictions and as per the plan sanction /to be sanctioned by the Competent Authority or any other concerned Authority.
9. The Company and the Applicant(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 10% of the sale price of the Unit will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non-fulfillment of these terms and conditions and those of Allotment Letter/Agreement as also in the event of failure by the Applicant(s) to sign/execute the Allotment Letter / Agreement within the time allowed by the Company.
10. The Applicant(s), having NRI/PPIO status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, and /or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the booking/allotment/ application shall stand cancelled forthwith. The Applicant(s) agrees that the Company will not be liable in any manner on such account.
11. In case the Applicant(s) wants to avail loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the said Unit, the Company, may facilitate the process subject to the following.
- a. The terms of the financial institution/agency shall exclusively be binding and applicable upon the Applicant(s) alone;
- b. The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the Applicant(s), failing which the Applicant(s) shall be governed by the provisions contained in clauses stated herein, allotment letter and Agreement.

12. In case of default of dues of the financial institution/agency by the Applicant(s), the Applicant(s) authorize the company to cancel the / booking/allotment of the said unit and pay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments directly to financing/institution/agency on receipt of such request from financial institution/agency under intimation to Applicant(s).
13. In the event of cancellation of the Unit for delay in payment of the Installment(s) or due to default on part of Applicant(s) in compliance of the terms and conditions contained herein, the refund of deposited amount shall be made by the Company to the Applicant(s) after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, within a period of 45 days from date of such cancellation.
14. The Applicant(s) agree(s) to reimburse to the Company and to pay on demand all applicable charges, taxes, levies or assessments, whether levied or leviable in future, on the Unit from the date of allotment.
15. The Company on completion of the phase of the development of the Project, wherein unit is located shall issue final call notice / offer of possession to the Applicant(s), who shall within 30 days thereof, remit all dues and take possession of the Unit, in the event of his/her failure to take possession for any reason whatsoever, he shall be liable to pay the applicable holding charges, maintenance charges and any other levies as applicable to the Unit.

Signature of Applicant(s)

16. The PROMOTER shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be. The cost of such maintenance and applicable taxes will be paid by the allottee on a monthly or quarterly as decided by the promoter. The allottee also agrees to sign and execute a separate maintenance agreement with the company / agency appointed by the promoter to maintain the common areas of the township.

17. The internal maintenance of said Unit shall be exclusive responsibility of the Applicant(s) from the date of possession or possession due date, whichever is earlier.

18. The Sale Deed/Conveyance Deed shall be executed and got registered in favour of the Applicant(s) after the completion of development work/construction at the site as aforesaid and after receipt of entire dues / payment / consideration from the Applicant(s). The cost of stamp duty and registration/mutation, documentation charges etc. as applicable will be extra and shall be borne by the Applicant(s). The Applicant(s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges/Mutation Charges and all other incidental and Legal Expenses for execution and registration of conveyance / sale deed/Mutation of the Unit in favour of the Applicant(s).

19. The Applicant(s) shall get his/her/its complete correct address registered with the Company at the time of application and it shall be his/her/their responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her/their address(es), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/hem at the time when those should ordinarily reach such address and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of Unit booked must be mentioned clearly.

20. Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the Unit. And the Company shall have right to create a charge on the project land during the course of development for raising loan from any bank/financial institution. However, such charge, if created, shall be got vacated before execution and registration of conveyance deed in favour of the Applicant(s).

21. Anything being not covered/clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Agreement, which the applicant has to execute to confirm his/her allotment.

22. The Total Price is escalation-free, save and except increases which the Applicant(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Applicant(s) for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Applicant(s) shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Applicant(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Applicant(s).

23. The Applicant(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said Project / Unit. And the Applicant(s) shall not use the Unit for any activity other than the use specified for.

Signature of Applicant(s)

24. In case there are joint intending Applicant(s) all communications shall be sent by the Company to the intending Applicant(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending Applicant(s) and no separate communication shall be necessary to the other named intending Applicant(s).

25. The Company assures to hand over possession of the Plot for Residential/ Commercial/ any other usage (as the case may be) as per agreed terms and conditions unless there is delay due to "force majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Applicant(s) agrees that the Company shall be entitled to the extension of time for delivery of possession of the Plot for Residential/ Commercial/ any other usage (as the case may be). The Applicant(s) agrees and confirms that, in the event it becomes impossible for the Company to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Company shall refund to the Applicant(s), the entire amount received by the Company from the Applicant(s) within ninety days. The Company shall intimate the Applicant(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant(s), the Applicant(s) agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities.

26. The Unit is part of the integrated residential township projects as approved by the Government of Haryana under the laws / Policy of Government of Haryana and is being allotted by the Company with the belief that all the rules and policies as laid down by the Government have been complied with. In case however, at subsequent stage if the status of the Project is adversely affected by any action, directions or the orders of the Government/ Court which may also adversely affect the title of Project / Unit, such circumstances shall constitute force majeure circumstances / unforeseen circumstances and in that circumstances the Company shall not be liable to pay for any damages or interest to the Applicant(s).

The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant(s) for the period of delay/ suspension of scheme. In consequence of the Company abandoning the scheme due to any reason whatsoever, the company's liability shall be limited to the refund of the amount paid by the Applicant(s) without any interest or compensation whatsoever.

I/we have fully read and understood the above mentioned terms and conditions and agree to abide by.

1. _____ 2. _____	1. _____ 2. _____
Signature of Applicant(s)	Name of Applicant(s)

Witnesses:

Place

Date



AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ (Date) day of _____ (Month),

20____,

By and Between

Microtek Realtors Private Limited, a company incorporated under the Companies Act 1956, having its registered office at H-41, Udyog Nagar, Main Rohtak Road, New Delhi, North West DL-110041 IN (hereinafter referred to as the "Developer", which expression shall, unless repugnant or contrary to the subject, context or the meaning thereof mean and shall be deemed to mean and include its subsidiaries, successors-in-interest and permitted assigns), acting through Sh. Anil Tayal S/o Shri Anand Saroop Tayal, resident of A-603, Bhawani Apartment, Plot number-91, Sector 54, Gurgaon, who has been authorized to execute this Agreement vide Company Board resolution datedhereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the ALLOTTEE is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the ALLOTTEE is a Partnership]
For Microtek Realtors Private Limited

Authorized Signatory

For Microtek Realtors Private Limited

[Please insert details of other ALLOTTEE, in case of more than one ALLOTTEE]

Mr. _____, (Aadhar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[If the ALLOTTEE is a HUF]

[OR]

Mr./Ms./Mrs. _____ (Aadhar no. _____) S/D/W of Sh. _____, aged about 49 years, (PAN NO. _____) residing at _____ hereinafter called the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted A assigns).

[If the ALLOTTEE is an Individual]

[OR]

_____ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhar No. _____) authorized vide _____, administrators of the last surviving partner and his/her/their assigns).

The PROMOTER and ALLOTTEE shall hereinafter collectively be referred to as the "Parties" and individually as

a "Party".

DEFINITIONS:

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

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) "Government" means the Government of the State of Haryana;

(c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of

Haryana;

(d) "Section" means a section of the Act.

WHEREAS:

A. The PROMOTER is the absolute and lawful owner of [khasra nos./ survey nos. as per attached **Annexure-A** totally admeasuring Sq. Mtr (approx.) situated in Sector 3&4 as per Bahadurgarh, at village Sarai Aurangabad in Tehsil Bahadurgarh, District Jhajjar ("Said Land") vide registered sale deed(s) at the office of the Sub-Registrar as per **Annexure-A**;

B. The Said Land is earmarked for the purpose of plotted development of a [residential/ commercial any other purpose defined in the license condition] project, comprising residential/commercial/communityplots and the said project shall be known as 'LOTUS ENCLAVE' ("Project");

Provided that where the land is earmarked for any institutional development, the same shall be used for those purposes only and no commercial/ residential development shall be permitted unless it has been approved by the competent authority;

For Microtek Realtors Private Limited

C. The PROMOTER is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the PROMOTER regarding the Said Land on which Project is to be constructed have been complied with;

D. The Department of Town and Country Planning, Haryana has granted the approval/sanction to develop the Project *vide* approval dated 19.06.2018 bearing license no. 43 of 2018;

E. The PROMOTER has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ or any requisite approval for the Project as the case may be, from Department of Town and Country Planning, Haryana. The PROMOTER agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;

F. The PROMOTER has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Chandigarh onunder Registration No. HRE/RA-.....

G. The ALLOTTEE had applied for a plot in the Project *vide* application no. dated and has been allotted plot no. having area of **square meters** or **square yards**, as permissible under the applicable law and right in the common areas as per provisions of Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975). (hereinafter referred to as the "**Plot**" more particularly described in **Schedule A**);

H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;

For Microtek Realtors Private Limited

K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the Plot as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the PROMOTER agrees to sell to the ALLOTTEE and the ALLOTTEE hereby agrees to purchase the Plot.

1.2 The Total Price of plot for **Residential/ Commercial/ Institutional** any other usage (as the case may be) alongwith parking (if applicable) as per approved demarcation plan is **Rs...../- (Rupees** Only) per sq. mtr.
("Total Price") (Give break up and description): (Basic Sale Price Rs.....& IFMS Rs.....) per sq. mtr.

Plot No. :.....	Block No:.....	Area of the Plot (in square meter):.....	Area of the Plot (in square Yards) :	Rs.....	Rate of Plot per square meter:
Rs.....	Rate of Plot per square meter:	Rs.....	Rate of Plot per square yds:	Rs.....	Total price (in rupees) : (Rs. Only.)

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the ALLOTTEE to the PROMOTER towards the Plot/ Unit/ Apartment for Residential/ Commercial/ any other usage (as the case may be).

- (ii) The Total Price as mentioned above includes Taxes but excluding GST (as on date GST is not applicable on sale of land and thus total cost of plot is calculated accordingly*) and cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the PROMOTER up to the date of handing over the possession of the Plot for Residential/ Commercial/ any other usage (as the case may be) to the ALLOTTEE or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession.

That the Allottee(s) agrees to pay directly or if paid by the company then reimburse to the company on demand, Government Rates, Taxes , Duties , Levies, Cess, Goods and Service Tax(GST) (if applicable or made applicable in future), Service Tax, VAT, WCT, Wealth Tax, taxes of all and any kind by whatever name called as may be demanded by any government agencies, statutory authorities, competent authorities and local bodies and the Allottee(s) agrees and undertakes to pay such amount as and when demanded by the Company, prospectively or retrospectively, as proportionally determined by the Company. If any such amount is demanded by the Government/competent authority even after the execution of sale deed/conveyance deed/title documents in favour of the Allottee(s) then such charges shall be treated as unpaid sale consideration of the said plot and the Allottee(s) shall be liable to pay the same to the company. In case such amount is not paid by the Allottee(s) or the

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successor in interest of the Allottee(s) to the Company, then the Company shall have the first charge/lien on the said plot for recovery of such amount from the Allottee(s) or the successor in interest of the Allottee(s) as the case may be.

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the ALLOTTEE.

(iii) The PROMOTER shall periodically intimate in writing to the ALLOTTEE, the amount payable as stated in (i) above and the ALLOTTEE shall make payment demanded by the PROMOTER within the time and in the manner specified therein. In addition, the PROMOTER shall provide to the ALLOTTEE the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;

(iv) The Total Price of Plot for Residential/ Commercial/ any other usage (as the case may be) includes recovery of price of land, development/ construction of [not only of the Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electrical connectivity to the plot, water line and plumbing, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the township.

1.3 The Total Price is escalation-free, save and except increases which the ALLOTTEE hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in

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development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the PROMOTER shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the ALLOTTEE.

1.4 The ALLOTTEE shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.5 The PROMOTER may allow, in its sole discretion, a rebate for early payments of installments payable by the ALLOTTEE by discounting such early payments @ N/A % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an ALLOTTEE by the PROMOTER unless agreed upon by the ALLOTTEE.

1.6 It is agreed that the PROMOTER shall not make any additions and alterations in the sanctioned plans and specifications and the nature of amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the plot, without the previous written consent of the ALLOTTEE as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the PROMOTER may make such minor additions or alterations as may be required by the ALLOTTEE, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities.

1.7 The PROMOTER shall confirm the area of a plot as per approved demarcation-cum-zoning plan that has been allotted to the ALLOTTEE after the development of the plotted area alongwith essential services [as mandated by Rules and Regulation of competent authority] is complete. The PROMOTER shall inform the ALLOTTEE

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about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the PROMOTER. If there is reduction in the area then the PROMOTER shall refund the excess money paid by ALLOTTEE within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the area, which is not more than five percent of the area of the plot, allotted to the ALLOTTEE, the PROMOTER may demand that from the ALLOTTEE as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement

1.8 Subject to para 9.3 the PROMOTER agrees and acknowledges, the ALLOTTEE shall have the right to the Plot for Residential/ Commercial/ any other usage (as the case may be) alongwith parking (if applicable) as mentioned below:

(i) The ALLOTTEE shall have exclusive ownership of the Plot for Residential/ Commercial/ any other usage (as the case may be) alongwith parking (if applicable);

(ii) The ALLOTTEE shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The ALLOTTEE shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the PROMOTER shall hand over the common areas to the Association of Allottees/competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;

(iii) The ALLOTTEE has the right to visit the project site to assess the extent of development of the project and his Plot for Residential/ Commercial/ any other usage (as the case may be).

1.9 The PROMOTER agrees to pay all outstanding payments before transferring the physical possession of the plot to the ALLOTTEE, which it has collected from the ALLOTTEE, for the payment of such outstanding (including land cost, ground rent, For Microtek Realtors Private Limited

municipal or other local taxes/ charges/ levies etc due at the time of possession, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the PROMOTER fails to pay all or any of the outstanding(s) collected by it from the ALLOTTEE or any liability, mortgage loan and interest thereon before transferring the plot to the ALLOTTEE, the PROMOTER agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The ALLOTTEE has paid a sum of Rs.....0/-(Rupees.....only) as booking amount being part payment towards the Total Price of the Plot for Residential/ Commercial / any other usage (as the case may be) alongwith parking (if applicable) at the time of application; the receipt of which the PROMOTER hereby acknowledges and the ALLOTTEE hereby agrees to pay the remaining price of the Plot for Residential/ Commercial/ any other usage (as the case may be) alongwith parking (if applicable) as prescribed in the Payment Plan [Schedule C] as may be demanded by the PROMOTER within the time and in the manner specified therein:

Provided that if the ALLOTTEE delays in payment towards any amount which is payable, he shall be liable to pay interest plus applicable GST or any other tax(es) if any at the rate prescribed in the Rule 15 of HRERA Rules, 2017 and defined in clause 7.5 of this agreement.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the PROMOTER abiding by the construction/ development milestones, the ALLOTTEE shall make all payments, on written demand by the PROMOTER, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/ demand draft/ bankers cheque or online payment RTGS / NEFT (as applicable) in favour of 'M/S Microtek Realtors Private Limited.' payable at Gurgaon being entitled to the revenue of the project, For Microtek Realtors Private Limited

provided that the same shall be accounted for only on encashment of the said negotiable instrument.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The ALLOTTEE, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the PROMOTER with such permission, approvals which would enable the PROMOTER to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEE understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The PROMOTER accepts no responsibility in regard to matters specified in para 3.1 above. The ALLOTTEE shall keep the PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the ALLOTTEE subsequent to the signing of this Agreement, it shall be the sole responsibility of the ALLOTTEE to intimate the same in writing to the PROMOTER immediately and comply with all necessary formalities as specified and under the applicable laws. The PROMOTER shall not be responsible towards any third party making payment/ remittances on behalf of any ALLOTTEE and such third party shall not have any right in the application/ allotment of the said Plot for Residential/ Commercial/ any other usage (as the case may be) applied for herein in any way and the PROMOTER shall be issuing the payment receipts in favour of the ALLOTTEE only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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The ALLOTTEE authorizes the PROMOTER to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the ALLOTTEE against the Plot for Residential/ Commercial/any other usage (as the case may be) alongwith parking (if applicable), if any, in his/ her name and the ALLOTTEE undertakes not to object/ demand/ direct the PROMOTER to adjust his payments in any manner.

5. TIME IS ESSENCE:

The PROMOTER shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot for Residential/ Commercial/ any other usage (as the case may be) alongwith parking (if applicable) to the ALLOTTEE and the common areas to the Association of Allotteesor the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The ALLOTTEE has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Plot for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) is located and has accepted the site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the PROMOTER.

The PROMOTER shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the PROMOTER undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Department of Town and Country Planning, Haryana and shall not have an option to make any variation/

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

7. POSSESSION OF THE PLOT FOR RESIDENTIAL/ COMMERCIAL ANY OTHER USAGE (AS THE CASE MAY BE)

7.1 Schedule for possession of the said Plot for Residential/ Commercial/ any other usage - The PROMOTER agrees and understands that timely delivery of possession of the Plot for Residential/ Commercial/ any other usage (as the case may be) to the ALLOTTEE and the common areas to the Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The PROMOTER assures to hand over possession of the Plot for Residential/ Commercial/ any other usage (as the case may be) as per agreed terms and conditions unless there is delay due to “*force majeure*”, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the ALLOTTEE agrees that the PROMOTER shall be entitled to the extension of time for delivery of possession of the Plot for Residential/ Commercial/ any other usage (as the case may be).

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

7.2 Procedure for taking possession of Plot - The PROMOTER, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/ PROMOTER, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the ALLOTTEE as per terms of this Agreement.

The PROMOTER agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the PROMOTER. The PROMOTER shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ part completion certificate in respect of plotted development [Residential/ Commercial/ any other usage (as the case may be) along with parking (if applicable)] at the time of conveyance of the same. The ALLOTTEE, after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the PROMOTER/ Association of Allottees/ competent authority, as the case may be.

7.3 Failure of ALLOTTEE to take Possession of Plot for Residential/ Commercial/ any other usage - Upon receiving a written intimation from the PROMOTER as per para 7.2, the ALLOTTEE shall take possession of the Plot for Residential/ Commercial/ any other usage from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the Plot for Residential/ Commercial/ any other usage to the ALLOTTEE as per terms and condition of the agreement.

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

7.4 Possession by the ALLOTTEE - After obtaining the occupation certificate / part completion/ Completion certificate of the township with approved Zoning-cum-Demarcation Plan/ provision of the services by the colonizer/ PROMOTER, duly certifying/ part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Plot for Residential/ Commercial/ any other

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usage alongwith parking (if applicable) to the ALLOTTEE, it shall be the responsibility of the PROMOTER to hand over the necessary documents and plans, and common areas to the Association of Allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

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

Provided that where the ALLOTTEE proposes to cancel/ withdraw from the project without any fault of the PROMOTER, the PROMOTER herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and nonpayment of any due payable to the PROMOTER). The rate of interest payable by the ALLOTTEE to the PROMOTER shall be the State Bank of India's highest marginal cost of lending rate plus two percent which is currently 11% (plus applicable GST if any) on the date of signing of this agreement. The balance amount of money paid by the ALLOTTEE shall be returned by the PROMOTER to the ALLOTTEE within ninety days of such cancellation. Further amount to be refunded would be restricted to the base amount which has been paid by the Allottee. GST if any demanded, would not be refunded by the developer and the allottee agrees to file for refund claim from the Government. Promoter will provide assistance in so far related to the documentation which may be required for claiming the refund from the government.

7.6 Compensation – The PROMOTER shall compensate the ALLOTTEE in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a "*force majeure*", Court orders, Government policy/ guidelines, decisions, if the PROMOTER fails to complete or is unable to give possession of the Plot for Residential/ Commercial/ any other usage alongwith parking (if applicable). act

(i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the PROMOTER shall be liable, on demand to the ALLOTTEE, in case the ALLOTTEE wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot for Residential/ Commercial/ any other usage, with interest(inclusive of taxes if any) at the rate prescribed in the Rules including compensation(inclusive of taxes if any) in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the ALLOTTEE does not intend to withdraw from the Project, the PROMOTER shall pay the ALLOTTEE interest(inclusive of taxes if any) at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage, which shall be paid by the PROMOTER to the ALLOTTEE within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:

- (i) The PROMOTER has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) The said Land or the Project is currently mortgaged with India Bulls Housing Finance Ltd.

(iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s), as the case may be, as well as for the Plot for Residential/ Commercial/ any other usage being sold to the ALLOTTEE are valid and subsisting and have been obtained by following due process of law.

Further, the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s), as the case may be, as well as for the Plot for Residential/ Commercial/ any other usage and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

(v) The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;

(vi) The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot for Residential/ Commercial/ any other usage which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

(vii) The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Plot for Residential/ Commercial/ any other usage to the ALLOTTEE in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the Plot for Residential/ Commercial/ any other usage alongwith parking (if applicable) to the ALLOTTEE, common areas to the Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;

(ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule Property;

(x) The PROMOTER has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of plot has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the PROMOTER in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the “*force majeure*”, Court orders, Government policy/ guidelines, decisions, the

PROMOTER shall be considered under a condition of Default, in the following events:

(i) For the purposes of developed plot, it shall mean the plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation-cum-zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the PROMOTER has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case may be;

(ii) Discontinuance of the PROMOTER's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by PROMOTER under the conditions listed above, ALLOTTEE is entitled to the following:

(ii) Stop making further payments to PROMOTER as demanded by the PROMOTER. If the ALLOTTEE stops making payments, the PROMOTER shall correct the situation by completing the construction/ development milestones and only thereafter the ALLOTTEE be required to make the next payment without any interest for the period of such delay; or

(iii) The ALLOTTEE shall have the option of terminating the Agreement in which case the PROMOTER shall be liable to refund the entire money paid by the ALLOTTEE under any head whatsoever towards the purchase of the plot/ unit/ apartment, along with interest(inclusive of taxes if any) at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an ALLOTTEE does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the PROMOTER, interest(inclusive of taxes if any) at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage alongwith parking (if applicable), which shall be paid by the PROMOTER to the ALLOTTEE within ninety days of it becoming due.

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

(i) In case the ALLOTTEE fails to make payments for two consecutive demands made by the PROMOTER as per the Payment Plan annexed hereto, despite having been issued notice in that regard the ALLOTTEE shall be liable to pay

interest (plus applicable GST if any) to the PROMOTER on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of Default by ALLOTTEE under the condition listed above continues for a period beyond ninety days after notice from the PROMOTER in this regard, the PROMOTER may cancel the allotment of the Plot/ Unit/ Apartment for Residential/ Commercial / any other usage alongwith parking (if applicable) in favour of the ALLOTTEE and refund the money paid to him by the ALLOTTEE by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the PROMOTER). The rate of interest payable by the ALLOTTEE to the PROMOTER shall be the State Bank of India highest marginal cost of lending rate plus two percent as defined in paragraph 7.5 of this agreement. The balance amount of money paid by the ALLOTTEE shall be returned by the PROMOTER to the ALLOTTEE within ninety days of such cancellation. On such default, the Agreement and any liability of the PROMOTER arising out of the same shall thereupon, stand terminated. Provided that, the PROMOTER shall intimate the ALLOTTEE about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

The PROMOTER on receipt of total price of the plot as per 1.2, shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the plot for which possession is granted to the ALLOTTEE.

Provided that, the plot is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the ALLOTTEE fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the ALLOTTEE authorizes the PROMOTER to withhold registration of the

conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the ALLOTTEE to the PROMOTER.

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

The PROMOTER shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be. The cost of such maintenance and applicable taxes will be paid by the allottee on a monthly or quarterly as decided by the promoter. The allottee also agrees to sign and execute a separate maintenance agreement with the company / agency appointed by the promoter to maintain the common areas of the township.

12. DEFECT LIABILITY:

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

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

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

The PROMOTER/ maintenance agency/ Association of Allottees/ competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the ALLOTTEE agrees to permit the Association of Allottees and/ or maintenance agency/ competent authority to enter into the Plot for Residential/ Commercial / any other usage after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT/ PLOT:

15.1 Subject to para 12 above, the ALLOTTEE shall, after taking possession, be solely responsible to maintain the Plot for Residential/ Commercial/ any other usage alongwith parking (if applicable) at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Plot for Residential/ Commercial/ any other usage alongwith parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or

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make additions to the Plot for Residential/ Commercial / any other usage alongwith parking (if applicable) and keep the Plot for Residential/ Commercial/ any other usage alongwith parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The ALLOTTEE/ Association of Allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The ALLOTTEE shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the ALLOTTEE/ Association of Allottees shall not store any hazardous or combustible goods in the Plot for Residential/ Commercial / any other usage and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The PROMOTER/ ALLOTTEE/ Association of Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The ALLOTTEE/ Association of Allottees shall also not remove any wall, including the outer and load bearing wall of the Plot for Residential/ Commercial/ / any other usage and parking (if applicable), as the case may be.

15.3 The ALLOTTEE/ Association of Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the PROMOTER and thereafter the Association of Allottees and/ or maintenance agency appointed by Association of Allottees/ competent authority. The ALLOTTEE shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Plot for Residential/ Commercial/ / any other usage alongwith parking (if applicable) with the full

knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

17. ADDITIONAL CONSTRUCTIONS:

The PROMOTER undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority, likewise the ALLOTTEE shall not be allowed to make any additional construction anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the PROMOTER executes this Agreement he shall not mortgage or create a charge on the Plot for Residential/ Commercial/ any other usage and parking (if applicable) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE who has taken or agreed to take such Plot for Residential/ Commercial / any other usage and parking (if applicable).

19. HARYANA DEVELOPMENT AND REGULATION OF URBAN AREAS ACT, 1975:

The PROMOTER has assured the ALLOTTEE that the project in its entirety is in accordance with the provisions of the Haryana Development And Regulation Of Urban Areas Act, 1975 and Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The PROMOTER hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided:-

For Microtek Realtors Private Limited

20. BINDING EFFECT:

- (i) Copy of the license;
- (ii) Copy of the approved layout plan;

By just forwarding this Agreement to the ALLOTTEE by the PROMOTER, does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE until, firstly, the ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE. Secondly, the ALLOTTEE and the PROMOTER have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State.

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

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot/ Unit/

Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable).

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot for Residential/ Commercial / any other usage and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent ALLOTTEE of the Plot for Residential/ Commercial/ any other usage and parking (if applicable) in case of a transfer, as the said obligations go along with the Plot for Residential/ Commercial / any other usage and parking (if applicable) for all intents and purposes. It is made clear that ALLOTTEE shall be liable to payment of transfer charges as applicable in the event of transfer to subsequent Allottee.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

For Microtek Realtors Private Limited

25. SEVERABILITY:

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

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

Wherever in this Agreement, it is stipulated that the ALLOTTEE has to make any payment, in common with other ALLOTTEE in Project, the same shall be the proportion which the area of the Plot for Residential/ Commercial / any other usage and parking (if applicable) bears to the total area Plots in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER's Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE, after the Agreement is duly executed by the ALLOTTEE and the

For Microtek Realtors Private Limited

PROMOTER or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at the office of the Sub-registrar, Bahadurgarh and the expenses for the registration shall be borne by the ALLOTTEE.

29. NOTICES:

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

M/s Microtek Realtors Private Limited	ALLOTTEE NAME: MR./MRS./MS.....
Address: H-41, Udyog Nagar, Main Rohtak Road, New Delhi, North West DL-110041 IN	Address :.....

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

30. JOINT ALLOTTEE:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the ALLOTTEE, in respect of the unit/ apartment, plot or building, as the case may be,

For Microtek Realtors Private Limited

Authorized Signatory

32. GOVERNING LAW:

prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the ALLOTTEE under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

33. DISPUTE RESOLUTION:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

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

33. ADDITIONAL INFORMATION AND DECLARATIONS BY MUTUAL CONSENT OF THE PARTIES HERETO WHICH ARE NOT DEROGATORY TO RERA FORMAT OF AGREEMENT:

34.1 (i) After going all the documents, brochures etc, the ALLOTTEE has satisfied himself in deciding to apply for the allotment and to purchase the unit allotted.

(ii) The ALLOTTEE hereby confirm to the promoter that he/her has understood all the laws, rules, regulations, notifications, etc. applicable to the said project and the terms and conditions contained herein. The ALLOTTEE has clearly read and understood his/her rights, duties, responsibilities, obligations under each and all the clauses of the application for allotment and this agreement.

(iii) The ALLOTTEE fully understand and appreciate that the development of the Project is being undertaken in the phased manner and the ALLOTTEE shall not

have any objection or cause any hindrance in the course of development of any Phase or other construction activity even after having occupied the unit.

34.2 The ALLOTTEE shall be liable to pay from the date of offer of possession of his/her plot, house tax/property tax, fire-fighting tax or any other fee or cess as and when levied by a Local Body or Authority and so long as the said Plot of the ALLOTTEE is not separately assessed to such taxes, fee or cess, the same shall be paid by the ALLOTTEE proportionately.

34.3 The ALLOTTEE can obtain finance from any financial institution/ bank or any other source but the ALLOTTEE obligation to buy/purchase the Unit shall not be contingent on the ALLOTTEE ability or eligibility to obtain such financing and the ALLOTTEE would remain bound under this Agreement to Sell, whether or not he or she has been able to obtain financing for the purchase of the Unit. ALLOTTEE shall not omit, ignore, withhold, fail or delay in payment of due amounts to the Promoter, as the payment plan mentioned above on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of ALLOTTEE failing to pay due installments by the respective due date, the ALLOTTEE shall be governed in accordance with the clause 9.3 as stated above.

34.4 In addition to term 9.3, following occurrences shall be considered as ALLOTTEE's default and shall be governed by term 9.3:

(i) Failure to take over the said plot for occupation and use within the time stipulated by the developer.

(ii) Failure to execute the conveyance deed/or any other definitive deed within the time stipulated by the PROMOTER.

(iii) Failure, pursuant to a request by the promoter, in terms of this allotment letter to become a member of the Association of Allottees of the said building/ said complex or to pay the subscription charges etc. as may be required by the developer or Association of Allottees, as the case may be.

For Microtek Realtors Private Limited

(iv) Assignment of this Agreement or any interest of the ALLOTTEE in this Agreement without prior written consent of the Promoter.

(v) Dishonor of any cheque(s) including post-dated cheque(s) given by the ALLOTTEE for any reason whatsoever.

(vi) Any other acts, deeds or things which ALLOTTEE may commit, omit or fail to perform in terms of this Agreement, deed of license, any other undertaking, deed etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the ALLOTTEE agrees and confirms that the decision of the Developer in these regard shall be final and binding on the ALLOTTEE.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

AlLOTTEE: (including joint buyers)

1. Signature _____

Name :.....

Address :.....

Please affix photograph
and sign across the
photograph

For Microtek Realtors Private Limited

Address

Name

1. Signature

WITNESSES:

At _____ on _____ in the presence of:

Address.....

Name.....

(1) Signature (Authorized Signatory)

Promoter:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Address

Name

2. Signature

photograph

and sign across the

Please affix photograph

2. Signature

Name

Address

Annexure – A

Schedule of land of License No. 69 OF 2018 (DeenDayal Jan AwasYojna)						
Village	Rect. No.	Kila no.	Kanal	Marla	Sale Deed No.	Date
Bohar						

For Microtek Realtors Private Limited

Authorized Signatory

**SCHEDULE 'A & B' - DESCRIPTION & SITE PLAN OF THE PLOT FOR
RESIDENTIAL/ COMMERCIAL / ANY OTHER USAGE AND PARKING (IF
APPLICABLE)**

For Microtek Realtors Private Limited

Authorized Signatory

SCHEDULE 'C' - PAYMENT PLAN

Payment Plan	
PAYMENT PLAN FOR RESIDENTIAL PLOT/UNIT IN "PALM DRIVE" SITUATED AT "Sector 3 & 14" Bahadurgarh, District-Jhajjar, Haryana.	
At the time of Booking	Rs.
Balance on or before	Rs.

Total Amount :Rs.....

For Microtek Realtors Private Limited

Authorized Signatory

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Allottee(s)

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT FOR RESIDENTIAL/COMMERCIAL/ANY OTHER USAGE)

For Microtek Realtors Private Limited

Authorized Signatory

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Allottee(s)

SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

- 1. Road**
- 2. Electricity**
- 3. Water**
- 4. Parks**
- 5. Sewerage**
- 6. Storm water**
- 7. Street Light**
- 8. or any Amenities and facilities prescribed by Competent Authorities**

For Microtek Realtors Private Limited

Authorized Signatory

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Allottee(s)

CONVEYANCE/SALE DEED

Type of Property	:	Residential Plot
Number	:	
Block Name	:	"....."
Area	:	(.....Sq. Yrd.).....Sq. Mtrs.

IN FAVOUR OF

permitted assigns).

(i) MICROTOK REALTORS Private Limited, a company incorporated under the Companies Act 1956, having its registered office at H-41, Udyog nagar, Main Rohtak Road, New Delhi North West DL-110041 IN (hereinafter referred to as the 'Developer', which expression shall, unless repugnant or contrary to the subject, context or the meaning thereof mean and shall be deemed to mean and include its subsidiaries, successors-in-interest and permitted assigns), acting through Sh. Anil Tayal S/o Shri Anand Saroop Tayal, resident of A-603, Bhawani Apartment, Plot number-91, Sector 54, Gurgaon, who has been authorized to execute this Agreement vide Company Board resolution datedhereinafter referred to as the "PROMOTER/ DEVELOPER/VENDOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

By

This Deed of Conveyance is made & executed at Bahadurgarh on this _____ day of _____.

Name of the Colony	:	" PALM DRIVE BAHADURGARH "
Sector 3 & 14, Bahadurgarh.		
Transaction Value	:	Rs...../-
Stamp Duty Paid	:	Rs. _____/-
Stamp No./Date	:	_____
Issued By	:	_____
Stamp Details	:	_____

Mrs.....W/oMr..... R/o having Pan No....., Aadhar

No.....hereinafter singly/jointly referred to as the Vendee(s), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/their respective legal heirs, executors, administrators, liquidators, representatives, successors and permitted assigns etc. unless the subject and context requires otherwise] of the Second Part.

AND WHEREAS:-

(A) The "MICROTEK REALTORS Private Limited" is a Private Limited Company and has absolute right of all that piece & parcel of licensed land measuring 5.979 acres(approx.) forming part of the revenue estate of Village Sarai Aurangabad at Sector 3 & 14 BAHADURGARH, Haryana (hereinafter referred to as the 'said land').

(B) The Department of Town and Country Planning, Haryana has granted license under Haryana Development of Urban Areas Act, 1975 and rules framed thereunder in favour of the Land Owning Company to develop the said land into residential township comprising of residential plots& commercial space alongwith facilities and amenities over the said land on dated 03.10.2018 bearing license no. 69 of 2018.

(C) The Department of Town and Country Planning, Haryana further granted approval of zoning plan and layout plan in favour of MICROTEK REALTORS Private Limited.

(D) MICROTEK REALTORS Private Limited is authorized to develop and market the residential township and also, inter-alia, to enter into allotment agreements with allottees/purchasers and receive sale consideration in respect thereof.

(E) In terms of the aforesaid arrangements the Developer has developed the residential plotted colony under Deen Dayal Jan Awas Yojna-2016 in said township under the name and style of PALM DRIVE, SECTOR 3 & 14, at BAHADURGARH, and carved out plots of different sizes, in accordance with the terms and conditions of the the zoning plan and layout plan as approved by the Director, Town and Country Planning Department, Haryana (hereinafter referred to as the "said Project").

- (F) The Developer is fully competent and entitled and have authority to develop and market, sell, book, to enter in to buyer's agreement, to receive the payment, to execute and register the conveyance deed/sale deed in favour of the Buyers and deliver the possession of the plots to the Buyers.
- (G) The Vendee has examined all relevant documents relating to the right, title and eligibility of the Vendors on the said land/project and to execute the title deeds and after recording his/her full satisfaction with regard to the aforesaid facts has now simultaneously with the execution of this deed, become the absolute owner of the said Plot and the possession of the same has been received by the Vendee(s) from the Vendor after satisfying himself / herself in all respects.
- (H) The Vendee has examined all relevant documents relating to the right, title and eligibility of the Vendors on the said land/project and to execute the title deeds and after recording his/her full satisfaction with regard to the aforesaid facts has now simultaneously with the execution of this deed, become the absolute owner of the said Plot and the possession of the same has also been received by the Vendee(s) from the Vendor after satisfying himself / herself / themselves in all respects.
- (I) The Vendee had approached the Vendors for allotment of a residential Plot and accordingly a plot bearing no. "....." **Sector - 3 & 14, BAHADURGARH**, admeasuring approx.sq.yrd. or to saysq.mtrs. (hereinafter referred to as **the said plot**; more specifically described under **Schedule-A** hereinafter written) situated in the aforesaid Project has been allotted by the Vendors in favour of the Vendee. The Vendors and the Vendee also signed and executed Agreement for Sale/Buyer's Agreement dated and according to the terms and conditions thereof the Vendee has/have paid the entire sale consideration of Rs.the receipt of which the Vendor acknowledge & admit.
- (J) The Vendee acknowledges that the Vendors have readily provided all the information, clarifications as required by him/her, but assures that he/she has not relied upon and is not influenced by any architect's plans, sale plans, sale brochures, advertisements,

representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Vendors, selling agents, brokers or otherwise including but not limited to any representation relating to description or physical condition of the said land or the size or dimension of the residential plot.

(K) The Vendee has represented and warranted to the Vendors that he/she is legally competent and has the power and authority to enter into and perform this deed and after having fully acquainted and after being fully satisfied that the Vendors have the right and authority to sell the said plot and that the development work in respect of the said plot is complete in all respects and the Vendee after paying all the dues & installments has desired that the said plot be now transferred to his/her name and the Vendors herein have agreed to execute this Sale Deed in favour of the Vendee herein in respect of the said plot on the following terms & conditions.

NOW, THIS DEED OF CONVEYANCE WITNESSETH AS UNDER:

1. That in consideration of the Vendee having paid a sum of **Rs./- [RupeesOnly]** towards full and final sale consideration of the said plot, the receipt whereof the Vendors doth hereby admit & acknowledge, the Vendors hereby sell, transfer, assign and assure unto the Vendee all its/their rights, title and interest, in favour of the Vendee, absolute and forever in the said plot as more-fully described in the **Schedule-A** herein below and more clearly shown within Red Band in the Site Plan annexed herewith as **Schedule-B** together with all title, rights, possession, interest, shares, claims, ways, use, liberties, privileges, easements and appurtenances whatsoever attached or deemed to be attached with the said Plot and to HAVE and to HOLD the same forever as its absolute owner, exclusively for his/her and for his/her heirs, legal representatives and assigns, etc.

2. The Vendors doth hereby declare that notwithstanding any act, deed, matter or thing whatsoever by the Vendors done or executed or suffered to the contrary, the Vendors is/are lawfully, absolutely and exclusively and otherwise well and sufficiently entitled to the said Plot being hereby granted, conveyed, and transferred by way of this deed.
3. The Vendors are now left with no right, title, interest, claim or concern of any nature in the said Plot and the Vendee has become the absolute owner of the said Plot, with full right to use, enjoy, sell and transfer the same as absolute owner without any objection/hindrance by the Vendors or any other person claiming through or under the Vendors.
4. The Vendors doth hereby covenant with the Vendee that the Vendee shall and may at all times hereinafter peacefully and quietly possesses and enjoy the said Plot without any, interruption, interference whatsoever from or by the Vendors.
5. That the actual physical possession of the said Plot has been handed over by the Vendors to the Vendee and the Vendee is in actual physical possession of the said Plot hereby sold, as its true and absolute owner. The Vendee confirms that he/she has inspected and satisfied himself/herself about all amenities, facilities provided and attached with the said plot/project like boundary/roads/sewerage/water/electricity connection etc. and further confirms that these are in consonance with the applicable drawings, designs and specifications pertaining to said project. The Vendee further agrees and confirms that having received the actual, physical, vacant possession of the said plot from the Vendor, he/she has been left with no other or further claim, compensation or any grievances of any nature whatsoever against the Vendor in respect of the said Plot. The Vendee further confirms that he/she has/have no objection, claim or grievances against the Vendors in respect of any item of work or amenities, facilities connected or attached with the said Plot situated within the said Project.
6. That the Vendors hereby assure the Vendee that the Vendors have neither done nor been party to any act whereby the Vendor's rights and title to the said plot may in any way be impaired or whereby the Vendors may be prevented from transferring the said Plot in favour of the Vendee.

7. That from the date of his/her application for allotment to the Vendors, the Vendee shall pay all government charges, rates, taxes, duties or levies of all and any kind by whatsoever name called, whether levied now or in future, as the case may be, with respect to the said plot, imposed by the Govt./Semi Govt. authorities Municipality or any other charges, which may be levied by any government, HUDA/Municipal Council or local authority for the provision of external and/or peripheral services and/or attributable to the said plot. In the event of any increase in such charges, rates, taxes, duties or levies whether prospectively or retrospectively, whether before or after the execution of this Deed these charges shall be treated as unpaid sale price of the Plot and the Vendors shall be entitled to recover the same from the Vendee.

8. That the Development Charges has been charged on prorata basis by the Vendors on behalf of the Development/Municipal/Governmental/Statutory Authority(ies) from the Vendee and the same has been included in the total sale price of the plot. The Vendee has further agreed to bear and pay, on demand from the Vendors or DTCP/Development/Municipal/ Governmental/ Statutory Authority, his/her pro-rata share of any additional Development Charges along with applicable taxes of whatsoever nature or form, if any, levied or enhanced even with retrospective effect by the Government and/or any other Authority and unconditionally without any protest or demur agreed that if such charges for external/peripheral services such as electrification including but not limited to electric lines and connection, roads, horticulture/parks, water and sewerage lines and connection, storm water lines and connections, Transformer/Power House, Pollution Control devises, Interest Free Maintenance Security Deposit, Sinking Fund Charges, Utility Connection Charges, Malba Charges, Road Cutting Charges etc. along with other administrative charges and incidental charges etc. are increased (including with retrospective effect) after the execution of this sale deed/conveyance deed, then such charges shall be treated as unpaid statutory charges of the said Plot and the Vendors shall have the first charge/lien on the said Plot for recovery of such charges from the Vendee. The Vendee has already paid the pro-rata share of the applicable development charges to the Vendors, as per demand by Vendors/Statutory Authority(ies) and the same has been included in the total sale price of the said Plot and unconditionally without any protest or demur

- agreed that if such charges are increased prospectively or any other new charges are levied by the Statutory Authorities, against the said plot/township even after the execution of this sale deed, then such charges shall be treated as unpaid statutory charges on the said Plot and the Vendee agrees to pay the same on demand from the Vendor(s)/Maintenance Agency; failing which the Vendor(s)/Maintenance Agency shall have the first charge/lien on the said Plot for recovery of such charges from the Vendee. In case the present Vendee further sells/transfers the said plot/build-up area there upon, and the demand is raised subsequently, the new Vendee(s) shall be required to pay the same on pro-rata basis; and the Vendee(s) agrees to convey/incorporate this clause in the subsequent Sale Deeds. The Vendors shall be entitled to take connection of electricity and water supply from the appropriate authority, however, the cost of such installation, running & maintenance of pumping, sub-power station, transformers, sewerage treatment plant (if any), etc. shall be paid in extra by the Vendee on proportionate basis, quantum of which shall be decided by the Vendors or it's nominated/maintenance agency at its sole discretion and the same shall be conclusive and binding on the Vendee.
9. That the Vendee shall use the said Plot for residential purposes only and shall not to use the said Plot or permit the same to be used for purposes other than what is residential or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Units/ plots adjacent to his/her Plot or in any manner which interferes with the passage or amenities in the Township.
10. The Vendee shall have no right, title or interest in the remaining part of the said project or the "Township" such as parks, recreational equipments, pavements, electricity poles, footpaths, roads and other plots or areas & other installations, etc. except the right of ingress and egress from the common approach roads. The Vendee further acknowledges that the Vendee or any other person(s) claiming through him/her/them shall not be entitled to bring any action or claim for partition or division of the common area or facilities or any part thereof in any manner whatsoever.

11. The green lawns, parks and common areas in the Township shall not be used by the Vendee for conducting any personal functions such as marriages, birthday parties, social gatherings etc. The same can be conducted at any common space if any provided in any block/Township on cost sharing basis with prior permission of the Vendors or its maintenance agency till the handover of the township to the association of allottees or any government agency as the case may be.

12. The Vendee agrees and undertakes that he/she shall not object to the Vendor developing/constructing or continuing to develop/construct other plots/building on adjoin land to the said plot in accordance with the approvals and permission. The Vendor shall develop and complete the project in accordance with the plans, specifications and amenities as approved by the competent authorities from time to time. The company may effect such variations, additions, alterations, deletions and modification therein as it may, deem appropriate and fit with the prior consent of the Allottee(s). The Company shall intimate the Vendee by written communication and the Vendee also undertakes to reply within 15 days of communication by the Company in this regard, if so required. And in the event the Vendee fails to reply in that event it shall be presumed that the Vendee has granted his/her/their consent. However, prior consent of the Vendee shall not be required if there is change, modification or alteration in the layout plan, zoning plan, amenities or specification if such charges, modification or alteration is required by the Government or Competent Authorities, Court Order or due to change in law or statute, policies or such change, modification or alteration is minor in nature.

13. That the Vendee shall neither himself do, nor permit anything to be done that may damage any part of the adjacent Plot/s etc. or violates any rule or bye-laws of the Local Authorities or the Association of Vendee.

14. That from the date of offer of possession of said plot, the maintenance of the said Plot shall be the exclusive responsibility of the Vendee.

15. That till such time the common maintenance of the said residential township is handed over to any Association of the Residents or body corporate/agency or Municipal Council and in order to provide necessary maintenance services, the entire maintenance, upkeep, preservation and operation of common services/common areas in the residential township shall be done by the Vendors or its nominee (hereinafter referred as the Maintenance Agency) on the terms & conditions and charges to be determined by the Vendors or its nominated agency from time to time. The Vendee shall/has execute(d) a separate Maintenance Agreement with the Vendor/Maintenance Agency in this regard and also undertakes to abide by the terms & conditions of the Maintenance Agreement. The Vendee shall pay such charges together with charges for any replacement/up-gradation/additions/ major repair(s) etc. of plant, machineries and equipments, etc. promptly as per the Bills raised by the Maintenance Agency from time to time. It is specifically made clear and it is so agreed by the Vendee that this condition relating to the maintenance charges/etc. as stipulated in this clause shall survive the conveyance of title in favour of the Vendee and Vendors or its maintenance agency/Haryana Urban Development Authority/Municipal Council/local body or association shall have first charge/lien on the plot/land or any constructions thereupon in respect of any such non-payment of shortfall or increases as the case may be. The VENDEE undertakes to pay promptly without any reminders, all bills and charges as may be raised by the Maintenance Agency from time to time. The Vendee has assured the Vendors and the Maintenance Agency that the Vendee shall not withhold, refuse, or delay the payment of maintenance bills raised by the Maintenance Agency in the event of non-execution of the Maintenance Agreement or for any other reason whatsoever. Non-payment of any such charges within the specified time shall also disentitle the Vendee to enjoyment of common services and the Vendor/Maintenance Agency/RWA/etc. shall be at liberty to disconnect all such services without any notice to the Vendee. The Vendee agrees & consents the above arrangement and will not question the same singly or jointly with other Vendeess/ residents or occupants. The Vendee shall be liable to pay interest free maintenance security, sinking fund, common maintenance charges, etc. as determined by the Vendor or the maintenance agency from time to time depending of the cost of labours/raw materials/machineries or equipments, etc. for maintaining such services, such as maintenance

of internal roads, water supply system, sewerage disposal system, external electricity supply, general watch & ward, upkeep of parks, conservatory services, common security, upkeep of common areas, etc. in the said project and the Vendee also agrees to pay any such amounts or charges as may be deemed fit by the Vendor or the Maintenance Agency/RWA/etc. for common benefit of all. The Vendee understands and shall, prior to sale/transfer of the said plot to any other person, obtain NOC/No Objection from the Vendor/Maintenance Agency/RWA (as the case may be) by clearing his/her entire dues or outstanding including Maintenance Charges; failing which, it shall be deemed that the new Vendee/intending purchaser is aware of the outstanding dues and has stepped into the shoes of the present Vendee(s) and shall be liable to clear all the outstanding from his/her own pocket.

16. That the Maintenance charges for maintaining the common areas of the entire township including roads, parks, street, lights, sewer and water connection etc. of the township only shall be fixed by the Vendors/Maintenance Agency depending upon the Maintenance costs which may change from time to time. The Vendee shall allow the maintenance team of the Vendors or Maintenance Agency appointed by Vendors to have full access to and thorough his Plot and constructions made thereupon for the periodic inspection, maintenance and repair of any common services therein.

17. The Vendee acknowledges that the maintenance agency may in its sole discretion get the common infrastructures/equipments or machineries/ installations insured on behalf of the Vendee and the Vendee agrees to pay the cost of the same as the part of the maintenance bill raised by the maintenance agency. The Vendee shall not do or permit to be done any act or thing which may render void or voidable any such insurance or cause increased premium to be payable in respect thereof, for which the Vendee shall be solely responsible and liable.

18. The Vendee confirms and acknowledges that all the terms and conditions of the Allotment Agreement and the recitals hereinabove shall be deemed to have been incorporated in this conveyance deed save and except those of the terms and conditions of the agreement which are at variance with the terms and conditions contained in this conveyance deed in which case

terms and conditions contained herein shall prevail. The Vendee further agrees to incorporate the details herein and particularly the terms related to the Maintenance of the Township/Colony in all future Sale Deeds, at the time of subsequent sale/transfer of the plot or constructions made there upon; and not mention of any clauses herein in subsequent Sale Deeds, shall not be a waiver of the terms recorded herein to the new/subsequent purchaser.

19. The Vendee acknowledges that if any clause of this conveyance deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this conveyance deed and to the extent necessary to conform to the applicable laws and the remaining provisions of this conveyance deed shall remain valid and enforceable in laws.

20. That the Vendee shall abide by all the laws, bye laws, rules and regulations of the Government/HUDA/BAHADURGARH Municipal Council/DTCP, Haryana/local authorities etc. relating to the said township and the said Plot or any residential structures constructed there upon. The Vendee has undertaken and doth hereby undertakes that the Vendee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the Competent Authority; and that the Vendee does hereby indemnifies the Vendors/agency from any liability or penalty in that behalf. The Vendee acknowledges that this Conveyance/Sale Deed is subject to all laws & notifications and rules applicable in respect of the said plot or the township for the time being in force, including the terms & conditions of the licence(s) granted by DTCP, Haryana for setting up of Affordable Residential Plotted Colony under DeenDayal Jan Awas Yojna-2016.

21. The Vendee agrees to adhere all applicable State Building Bye Laws, Rules & Regulations or notifications (if any) for the purposes of raising constructions on the said plot; and the Vendee assures that the said shall be done strictly in accordance with the zoning regulations and upon obtaining appropriate approvals from the concerned authorities. Failure on part of the Vendee to comply with the statutory obligations or requirements, etc., the Vendee shall solely be responsible for the same and the Vendee hereby agrees to keep the Vendor harmless &

indemnified from all penalty, compensation, etc. in this regard. The Vendee shall not carry out 'Fragmentation/sub-division' or merging or joining of the said plot(s) under any circumstances; failing which the Vendee(s) shall be solely and exclusively liable for all consequences and expenses, costs, etc. principally (if any) with the DTCP/HUDA or any other concerned authority. However, any common wall built on adjoining plots shall be jointly owned and used equally for support whether vertical or lateral, etc. by the respective plots Buyers. The area of plot will include half of the area to be covered by such a common wall.

22. That the Vendee, if resident outside India, NRI and/or PIO shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act and other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India.

23. That all expenses such as Stamp Duty, Registration charges, out of pocket expenses and all other incidental and legal expenses for execution and registration of the Conveyance Deed in respect of the said Plot have been paid by the Vendee. The Vendee shall be liable for any deficient in stamp duty and/or any other charges/taxes, etc. if found after the execution/registration of this presents; and the Vendors shall not be responsible or liable in any manner and the Vendee doth hereby indemnify the Vendors from any loss, injury or damages caused from the entire transaction.

24. That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every provision.

25. That the use of any gender in this deed or use of singular or plural expressions anywhere in this deed shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of the deed and the same shall be read and construed accordingly as the context demands.

26. That the Courts at BAHADURGARH alone shall have the exclusive jurisdiction to entertain and decide the disputes and differences, if any, which might arise between the parties with regard to the meaning, interpretation, implications and implementation of this Deed.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seal the day, month and year first above written.

SIGNED SEALED AND DELIVERED

IN PRESENCE OF:

WITNESSES:-

1.

VENDORS

2.

VENDEE

SCHEDULE-A ABOVE REFERRED TO

ALL THAT piece and parcel of the residential plot bearing no. " and area measuring approx.....sq. mtrs./ (.....sq.yrds.) lying and situated in the residential colony developed in the name of "**PALM DRIVE**" at Sector 3 & 14, BAHADURGARH, Haryana and bounded as under:

East :

West :

North :

South :

SITE PLAN

SCHEDULE-B

