

BUYER'S AGREEMENT

**HERITAGE MAX
GURGAON**

SECTOR-102, GURGAON, HARYANA

Please read carefully

Important instructions to the Allottee(s)

Any one desiring to purchase an Apartment will be required to execute two (2) copies of the Agreement (hereinafter defined) for each apartment desired to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the apartment(s) and should be read carefully by each Allottee(s). The Allottee(s) is deemed to have read each and every clause of this Agreement carefully; understand the legal implications thereof, his obligations, liabilities and limitations of the Company (hereinafter defined), as set forth in the Agreement.

The Allottee(s) shall thereafter, execute and deliver both (2) copies of the Agreement to the Company within Forty-Five (45) days from the date of dispatch of Agreement through registered post/courier by the Company. On failure of the Allottee(s) to return the duly signed Agreement within the stipulated time, the Application (hereinafter defined) of the Allottee(s) shall be treated as cancelled by the Company and on such cancellation, the Earnest Money (hereinafter defined) and Non Refundable Amounts (hereinafter defined) shall stand forfeited and the Allottee(s) shall be left with no right, title or interest whatsoever in the Said Apartment (hereinafter defined).

This Agreement shall not be binding on the Company until executed by the Company through its authorised signatory.

The Company reserves the right to request thorough identification, financial and other information, as it may so desire concerning the Allottee(s).

The Allottee(s) confirms having read and understood the above instructions and each and every clause of this Agreement and the Allottee(s) now executes this Agreement being fully conscious of his/her rights and obligations and limitations of the Company here under and undertakes to faithfully abide by all the terms and conditions of the Agreement.

Instructions for execution of the Buyer's Agreement

- (i) Kindly paste at the place provided, color photographs including of all joint Allottee(s) and sign across the photographs.
- (ii) Witness to be done only on page no.33
- (iii) Both (2) signed copies of the Apartment Buyer's Agreement with all Annexures in its original form shall be returned to the Company by registered post (AD)/hand delivery only within the time stipulated in this Agreement.

Buyer's Agreement No. : **HM/**
Project : **Heritage Max**
Apartment No. : _____
Floor : _____
Building : **Tower** _____

BUYER'S AGREEMENT (Office Copy)

This Agreement is made on this.....day of at **New Delhi** ("Buyer's Agreement")

By and Between

M/s. Dreamhome Infrastructure Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at **K-1, Green Park Main, New Delhi, India-110016**, through its Authorised Signatory **Mr. Ajay Gupta**, duly authorised vide Board Resolution dated _____ (hereinafter referred to as "**Company**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, subsidiaries, nominees, executors and assigns).

And

1. **Mr.** _____
Son of **Mr.** _____
Resident of _____

(Hereinafter singly/jointly, as the case may be, referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include

their legal heirs, administrators, executors, successors, permitted assigns and all those claiming through it).

The Company and Allottee(s) shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS the Company is the sole and exclusive owner of all land comprised in Rectangle No. 66 Kila Nos. 11/1(6-0), 19/2(1-0), 20(8-0), 21(8-0), 22/1(1-0), Rectangle No. 67 Kila Nos. 15/2(5-8), 16/1(4-0), 16/2(4-0), 17(8-0), 18/1/1(1-13), 24/2(7-11), 25(8-0), Rectangle No. 69 Kila Nos. 4/2 (1-16), 5/2 (7-12), 6/1/1(2-4), Rectangle No. 70 Kila Nos. 1(8-0), 10/2(7-16), total measuring 11.25 acres situated in the Revenue Estate of Village Kherki Majra, Sector 102, District Gurgaon, Haryana vide Sale Deed dated 21st day of May, 2012. (hereinafter referred as the said land).

AND WHEREAS the Company has envisaged a Residential Housing Project "Heritage Max" to be developed on the said land (hereinafter referred to as the "Complex").

AND WHEREAS Director Town and Country Planning, Haryana has granted License No.104 of 2011 dated 11.12.2011 (hereinafter referred to as the "Said License") for development of the Group Housing Colony on the said Land.

AND WHEREAS the Allottee(s) has seen, satisfied himself and accepted the plans, designs, specifications, materials to be used, features in the construction etc. of the said Residential Complex and further has already inspected all the licenses, plans, permissions, sanctions, approvals, etc. received from the various authorities in relation to the Said Complex.

AND WHEREAS the Allottee(s), after inspection of the site, documents, ownership records of the land, inter-related agreement including laws, bye-laws, rules, regulations formulated by the statutory authorities, which are applicable to the said Complex and after having been satisfied with all the facts, has applied to the Company for allotment of Apartment in the said complex.

AND WHEREAS the Company has accepted the request of the Allottee(s) for allotment of Apartment No. _____ in "**Tower _____**" (hereinafter referred to as the "Building") on the _____ Floor having super area of approximately _____ sq.mt. (_____ sq.ft.) in the said Complex and thereafter has allotted the same to the Allottee(s) subject to the terms and conditions in these presents (hereinafter referred to as the 'said Apartment/Unit').

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. RULES OF INTERPRETATION:

In this Agreement, unless the context otherwise requires:

- (a) Headings are for convenience only and shall not affect interpretation;

- (b) Words denoting the singular number shall include the plural and vice versa;
- (c) Words denoting any gender shall include all genders;
- (d) Words denoting persons shall include bodies of persons and corporations and vice versa;
- (e) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
- (f) References to any Party shall include the party's successors and permitted assigns;
- (g) References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;
- (h) Documents executed pursuant to this Agreement – form part of this Agreement;
- (i) Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- (j) Reference to this Agreement to “Recitals” and “Clauses” are to the recitals and clauses of this Agreement;
- (k) If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

2. RECITALS & ANNEXURES

That the recitals and annexures to this Agreement shall form an integral part of this Agreement.

3. SALE OF SAID APARTMENT AND RIGHTS THERETO

Description of the Apartment/Unit

- (a) In consideration of the Allottee(s) complying with the terms and conditions of this Agreement, completing various requisite formalities, as may be required herein and agreeing to make timely and complete payments, the Company hereby agrees to sell, and the Allottee(s) hereby agrees to purchase the said Apartment at the Basic Sale Price of **Rs.**_____ per sq. ft. along with all other charges described more particularly in Annexure-V.
- (b) The Basic Sale Price along with other charges (as applicable) including the manner of payment is to be adhered to by the Allottee(s) as per Schedule of Payments given in Annexure-V annexed to this Agreement.

- (c) All payments under this Agreement shall be paid in terms of the Schedule of Payments as provided in Annexure-V of this Agreement. The payments shall be in the form of Account Payee at par Cheques/Demand Draft/Pay Order in favour of “**Conscient Infrastructure A/c Dreamhome**” and only payable at New Delhi.

4. MODE OF PAYMENT

The Allottee(s) shall make all payments within the stipulated time as mentioned in the Schedule of Payments as given in Annexure-V, annexed to this agreement and as may be demanded by the Company from time to time and without any reminders from the Company through A/c Payee Cheques/Demand Draft/Pay Order in favour of “**Conscient Infrastructure A/c Dreamhome**”.

5. PAYMENT FOR TAXES, LEVIES, CESSSES BY ALLOTTEE(S)

- (a) THAT all charges of competent Development Authority known as Development Charges etc. and charges or other levies demanded or imposed by various local authorities or other statutory bodies shall be paid proportionately by each Allottee(s) in the proportion of the super area. If any unearned increase or other charges are levied by the competent authority, Govt. or Local authorities on the assignment/transfer of the Apartment by the said Company to the Allottee(s), the same shall be borne separately by the latter.
- (b) THAT in case there is any additional levy in any form by any Governmental/Non-Governmental agency including but not limited to increase in External Development Charges, Internal Development Charges, Electrical Energy Charges, Registration Charges, Stamp Duty, Service Tax etc., the same shall be borne and payable by the Allottee(s) on demand by the Company proportionately.
- (c) THAT the charges levied by the competent Development Authority or any other local/Central or State Government body towards vacant land tax during course of construction, property tax or charges, shall be borne by the Allottee(s) from the date of levy irrespective of the fact that the Allottee(s) was not enjoying any benefit of his Apartment since it had not been completed. Property tax will be payable by each Allottee(s) to the appropriate authority with effect from the date of which it is levied. However, if assessment of property tax is not made separately for each Apartment and a consolidated demand is made by the appropriate authority then in that case each Allottee(s) will pay the proportionate share to the said Company on the basis of the super area or annual letting value or any other method as the case may be, of each Apartment.
- (d) THAT in case tax or levy is imposed by the Central Government, State Government or any local authority in the form of VAT i.e. (Value Added Tax) and /or Service Tax or otherwise any other tax or levy on any of the charges payable to the Company by the Allottee(s) in terms of this Allotment or subsequent Agreement, the same shall also be payable to the Company from the date of its applicability in addition to the charges as

may be payable in terms of the Allotment and the Allottee(s) agrees and undertakes to keep the Company fully harmless and indemnified in respect of such tax liability.

- (e) THAT the Allottee(s) shall pay the charges mentioned hereinabove within such time as may be specified in the demand notice failing which he will be liable to pay interest at the rate of 18% per annum from the due date of demand notice. For this purpose, part of month will be treated as full month. In case the charges mentioned herein above are payable directly to a Local Body/Central/State Government office, the conditions of payment as prescribed by that body office will be applicable. Non-payment of these charges shall be considered to be major default entitling the Company to cancel the present Agreement.
- (f) A sum equivalent to the proportionate share of taxes shall be paid by the Allottee to the Company. The proportionate shares shall be the ratio of the super area of the said apartment to the total super area of the entire said complex.

6. EARNEST MONEY

- (a) THAT the Allottee(s) has already paid a sum of **Rs.** _____/- (Rupees _____ Only) at the time of booking for the purchase of the said Apartment, the receipt of which the Company hereby acknowledges and the Allottee agrees to pay the remaining sale consideration and all other charges as described in Schedule of Payments (**Annexure V**) annexed to this Agreement. The Allottee(s) has agreed that the Company is under no obligation to send demand/call letters for payments and even if the Company chooses to do so it does not amount to any obligation of any binding nature upon the Company.
- (b) The Company and the Allottee(s) hereby agrees that the amounts paid to the former by the latter with the application and in installments as the case may be, to the extent of 15% of the basic sale price of the said residential apartment/unit, will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non-fulfillment of the terms & conditions of this Agreement.
- (c) The Allottee(s) hereby agrees that the Company shall have the right to forfeit out of the amounts paid/payable by him/her/them/it, the Earnest Money alongwith the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the brokers (in case of booking done through a broker) in the event of the failure of the Allottee(s) to perform his/her/their obligations or non-fulfillment of all/any of the terms and conditions set out in this Agreement executed by the Allottee(s) or in the event of failure of the Allottee(s) to sign and return this Agreement in its original form to the Company within forty five (45) days from the date of its dispatch by the Company.
- (d) The Allottee(s) agrees that the conditions for forfeiture as stated hereinabove shall remain valid and effective till the execution and registration of the Sale

Deed/Conveyance Deed for the said Apartment and that the Allottee(s) hereby authorizes the Company to affect such forfeiture without any notice to the Allottee(s).

- (e) If the amount paid by the Allottee is less than the forfeitable amounts as provided for in this present Agreement, then the Allottee(s) undertakes to make good the shortfall of the forfeitable amount. This is in the addition to any other remedy/right, which the Company may have.

7. PARKING SPACE

- (a) The Allottee(s) agrees and understands that the reserved car parking space assigned to the Allottee(s) shall be understood to be together with the said Apartment and the same shall not have any independent legal entity detached or independent from the said Apartment. The Allottee(s) undertakes not to sell/transfer/deal with such reserved car parking space independent of the said Apartment.
- (b) The Allottee(s) undertakes to park his/her/their/its vehicle in the reserved car parking space and nowhere else in the said Complex.
- (c) The Allottee(s) agrees and understands that the reserved car parking spaces or any Non-reserved car parking spaces in the said Complex shall form part of Limited Common Areas/ Common Areas and facilities of the said Complex for the purpose of the declaration to be filed by the Company under [Haryana] Apartment Ownership Act, 1983 ("Act") as amended from time to time. The Allottee(s) agrees and confirms that the reserved car parking space allotted to him/her/them/it shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption, re-possession etc. of the said Apartment by the Company under any of the provisions of this Agreement or otherwise.

8. CLUB MEMBERSHIP REGISTRATION CHARGES

- (a) In accordance with the development plan of the Complex, the Company proposes to develop a club for recreational purposes (the "**Club**") for the Allottee(s) and the other occupants of the Group Housing Complex. The Allottee(s) agrees and undertakes to pay all charges including but not limited to Club Membership Registration Charges ("**CMRC**") which shall be in addition to the Total Basic Sale Price, for availing membership of the Club and shall be liable to pay Club maintenance expenses as and when required for this purpose by the Company/Maintenance Agency.
- (b) On the Club becoming functional, after the completion of construction of the said Apartment, the Allottee(s) shall also pay charges as prescribed from time to time by the Company/Maintenance Agency and agree to abide by the rules and regulations formulated by the Company/Maintenance Agency for proper management of the Club.

9. FIRE FIGHTING

- (a) That Fire Safety Measures in the building/complex shall be provided as per Fire Safety Code/Regulations existing as on date of the execution of this Agreement. If due to subsequent legislation/Government orders or directives or guidelines or if deemed necessary by the Company, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand, by the Allottee(s) to the Company.
- (b) The Fire Fighting Equipment and Fire Prevention Measures which are required within the residential units including the said Apartment and which become necessary on account of any interior decoration/partition or heat load created by the Allottee(s) shall be installed by the Allottee(s) himself at his own cost and he will obtain necessary permission in this regard from the authority/authorities concerned.

10. BULK SUPPLY OF ELECTRICITY

- (a) If the permission to receive and distribute bulk supply of electricity in the Complex is received by the Company or its Nominated Maintenance Agency or the association, the Allottee(s) herein undertakes to abide by all the conditions of the sanction of the bulk supply.

Electric connection charges shall be charged extra and amount payable will be interalia to cover the cost payable to Haryana State Electricity Board(HSEB)/ Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any other Electricity Company for the Bulk Supply service connection, service lines, sub-station equipment, cost of area under the subject installation and security deposit etc. Allottee will be required to pay the charges pro-rata per sq.ft. as demanded by the Company. The expenses will be charged in proportion to the super area of the residential Apartment to the total super area of the entire said Complex.

- (b) That it is agreed between the parties that after the possession has been handed over by the Company to the allottee, then if as on that date, even after the application for allotment of the electricity connection from the concerned department/ authority including but not limited to Haryana State Electricity Board (HSEB)/ Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any other Electricity Company is pending and connection has not been allotted, then, the Company shall be authorized to provide electricity through DG Set and the same shall be acceptable to the Allottee. The Allottee undertakes to make payments towards the charges of DG set as per actual consumption during the period

pending the grant of the electricity connection from the concerned authority for the complex. The Company shall raise invoices for the said purpose.

- (c) The Allottee(s) agrees and undertakes to pay all additional amounts proportionately, which may be demanded subsequently to the execution of this agreement and the

Company is not aware of same as on date, including but not limited to any additional costs, expenses, deposits, charges for bulk supply of electrical energy, installment of additional transformers, sub-stations or any transmission line in respect of the Complex as demanded by the Company and/or the nominated maintenance agency ("**Maintenance Agency**") from time to time. Demand Letter sent from time to time shall be sent only as a matter of courtesy.

11. ALTERATIONS/MODIFICATIONS IN THE LAYOUT PLANS AND DESIGNS

- (a) That the Allottee(s) has accepted the plans, designs, specifications shown to him, which are tentative and are kept at the Company's office.
- (b) The Company shall have the right to effect and/or carry out such additions, alterations, deletions and modifications, as directed by any competent authority and/or the Architects, Structural and MEP consultants appointed by the Company in the interest/betterment of the project in terms of design or structure, at any time even after the Building plans are sanctioned and till the grant of an occupation certificate, to which the Allottee(s) hereby consents and shall raise no objection. Such changes may include but shall not be limited to change in the Building plan(s) of the Buildings/said Apartment, floor plans (**Annexure IV**), location, preferential location, number, increase or decrease in number of apartment, block or Super Area of the said Apartment, designs (**Annexure IV**), and specifications (**Annexure VI**), annexed with this Agreement, however, this shall be without prejudice to any rights of the Company hereunder to construct additional floors/additional spaces as sanctioned and/or approved by the competent authority. The Allottee(s) has also accepted the specifications and information as to the material to be used and features in the construction of the said Apartment as set out in this Agreement, which are also tentative and the Company may at its discretion, if it so deems fit or if required by any competent authority and/or the Architects, Structural and MEP consultants appointed by the Company, may use different but equivalent materials or specifications and the Allottee(s) gives his consent to such variations and modifications.
- (c) If as a result of such changes, alterations, modifications etc. there is any change in the location, preferential location, number, boundary or Super Area of the said Apartment, the Company shall intimate the same to the Allottee(s) who shall not raise any objection to the same.
- (d) The Allottee(s) agrees that in case due to any change in the lay-out plan/building plan of the Said Building/Said Complex or due to any reason whatsoever, the Said Apartment ceases to be preferentially located, then only the amount of Preferential Location Charges (hereinafter referred to as "PLC") paid by the Allottee(s) shall be refunded to the Allottee(s) without any interest thereon and such refund shall be made/adjusted in the last installment as stated in the Schedule of Payments given in Annexure-V; or

- (e) That further in case due to change in the lay-out plan/building plan of the said Building/Said Complex or due to any reason whatsoever, the PLC's are increased, the Allottee(s) shall be liable to pay the difference payable due to the increased PLC's as and when called upon by the Company to do so; or
- (f) That at any point of time in case the Said Apartment becomes preferentially located, (if the Said Apartment was not preferentially located at the time of signing of this Agreement), the Allottee(s) shall pay PLC's to the Company, as applicable and as and when demanded by the Company.
- (g) The Allottee(s) understands that in case of change in the location of the said Apartment due to change in the layout plan/building plan of the Said building/Said Complex or otherwise, the Allottee(s) shall have no other right or claim except as mentioned hereinabove.
- (h) The Company shall have right, without approval of any Allottee(s) in the Complex, to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold apartment within the Complex and the Allottee(s) agrees not to raise objections or make any claims on this account on which the Company shall be entitled to dispose off in any manner, without any interference whatsoever on the part of the Allottee(s).
- (i) That the Company shall, under normal conditions, complete the construction of Building in which the said Apartment is to be located within 42 months of the start of construction or execution of this Agreement whichever is later, followed by a grace period of six months (subject to force majeure conditions), as per the said plans and specifications seen and accepted by the Allottee(s) (with additional floors for residential units if permissible) with such additions, deletions, alterations, modifications in the layout, Building plans, change in number, dimensions, height, size, area or change of entire scheme the Company may consider necessary or may be required by any competent authority to be made in them or any of them. To implement all or any of these changes, supplementary Sale Deed/Conveyance Deed(s)/agreement(s), if necessary, will be executed and registered by the Company.

If as a result of the above alteration etc., there is either reduction or increase in the super area of the said premises or its location, no claim, monetary or otherwise will be raised or accepted except that the original agreed rate per sq.mtr./sq.ft. and other charges will be applicable for the changed area i.e. at the same rate at which the said Apartment was booked or as the Company may decide and as a consequence of such reduction or increase in the super area, the Company shall be liable to refund without interest only the extra basic price and other pro-rate charges recovered or shall be entitled to recover the additional basic price and other proportionate charges without interest as the case may be. The maximum variation in the super area of the said apartment will not exceed +/-10% of the total super area.

If for any reason, the Company is not in a position to offer possession of the property applied for, the Company, at its sole discretion, shall consider for any alternative property or refund the amount deposited with simple interest @ 8% per annum.

- (j) Notwithstanding anything to the contrary contained in this agreement, the provisions contained in clause 11 of this agreement shall prevail.

12. SALE DEED/CONVEYANCE DEED

The **Sale Deed/Conveyance Deed** shall be executed and got registered in favour of the Allottee(s) within six months from the date of receipt of occupation certificate, subject to the payment of Basic Sale Price, PLC, additional EDC and additional IDC, if any, late payment charges, interest, all other charges and compliances of all other terms and condition of this Buyer's Agreement by the Allottee(s). The cost of stamp duty, registration charges and other incidental charges and expenses will be borne by the Allottee(s) in addition to the Total Consideration of the Said Apartment, as and when demanded by the Company. The Allottee(s) may, with the prior approval of the Company, raise and/ or avail loan from banks and other housing finance companies for this purpose only. The Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage hereto before or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Apartment or excuse the Allottee(s) from making the payment of the Total Consideration of the said Apartment or performing all the Allottee(s) other obligations hereunder or be the basis of any claim against or liability of the Company, provided that at the time of the execution of the Sale Deed/Conveyance Deed of the said Apartment, it shall be free and clear of all encumbrances, lien and charges whatsoever.

13. LOAN/FINANCE

The Company shall have the right and authority to raise finance, loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the said Apartment/Building/Complex subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of Sale Deed/Conveyance Deed. The Company/Financial Institution/Bank shall always have the first charge on the said Apartment for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company.

14. REPRESENTATIONS & WARRANTIES OF THE COMPANY

- (a) The Company has represented that it is entitled to transfer the right, title and interest in the Apartment, constructed or to be constructed thereon by way of sale, lease, conveyance, mortgage, and/or handing over possession including but not limited to

executing all documents such as sale letters, Sale Deed/Conveyance Deed, etc. in favour of the intending purchasers/Allottee(s).

- (b) The Company has represented and the Allottee(s) has specifically agreed and acknowledged that the performance by the Company, of its obligation under this Agreement is contingent upon the approvals being obtained/maintained and remaining valid and any subsequent amendments, additions, alterations and modifications in the building plan(s), as may be made by or at instance of the relevant authorities and/or the Company and approved by the DTCP/DTP, from time to time.
- (c) The Company herein represents and warrants that it is competent to execute this Buyer's Agreement.

15. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE(S)

The Allottee(s) covenants, represents, agrees, declares and undertakes to the Company that:

- (a) The Allottee(s) has read and understood the Act and its implications thereof in relation to the various provisions of this Agreement and further confirms that the Allottee(s) is in full consensus with the provisions of this Agreement in relation to the Act and shall at all times comply with the provisions of the Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
- (b) The Allottee(s) shall have the exclusive ownership and possession of the said Apartment along with the undivided proportionate share in the land underneath the Building in which the said Apartment is located, user interest in the Common Areas within the said Building only and other common facilities/amenities, if any, of the said Complex.

The Allottee(s) will have no right to claim or bring about any action for the division or partition of the Common Areas within the said Building/Complex at any time which shall forever remain impartible/indivisible. As the interest of the Allottee(s) in the Common Areas is undivided and cannot be partitioned this would require him/her to use the Common Areas, within the said Building/Complex, harmoniously along with other occupants in the said Building/Complex without causing any inconvenience or hindrance to them. It is abundantly clear that the Allottee(s) has understood that he/she shall be entitled to the undivided proportionate interest in no other common facilities/amenities in the Complex except the Common Area within the Building only. The Allottee(s) hereby undertakes not to raise any construction whether temporary or permanent on the rear/front balcony /lawn/rooftop/terrace under his/her/its use.

- (c) The Allottee(s) has understood that the Company may transfer and convey its rights, title and interest in any portion of the Common Area in the Building and all common amenities and facilities in the Complex, in favour of any co-operative society/association/society of Allottee(s)/limited company/Allottee(s), to be formed for the

common interest of all the intending purchasers of any Apartment/Building in the Complex, in accordance with the Act and the rules framed thereunder, as and when the same are made applicable to the Apartment/Building or provision of any other law that may be applicable to the Apartment/Building.

- (d) The Allottee(s) shall become a member of any association/society of Allottee(s) as may be formed by the Company on behalf of Allottee(s) as stipulated under law for the time being in force and shall pay any fees, membership or subscription charges and shall complete such documentation and formalities as may be deemed necessary by the Company for this purpose.
- (e) The Allottee(s) shall not sell, transfer, assign or part with his/her/their/its right, title, or interest, in allotment of the said Apartment until all the dues or charges payable to the Company are fully paid and a Sale Deed/Conveyance Deed has been executed in his/her/their/its favour. The Allottee(s) is/are, however entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Company who may at its sole discretion permit the same on such terms and conditions and charges as it may deem fit. The Allottee(s) shall pay to the Company transfer charges, as applicable from time to time in respect of such substitutions or nominations.
- (f) The Allottee(s) understands that performance by the Company of its obligations under this Agreement is subject to approval of the building plan(s) by the DTCP/DTP and any other related departments and/or competent authorities and any subsequent amendments thereof and any additions, alterations or modifications, etc., in the plans, as may be made by the Company and approved by the DTCP/DTP and any other related departments.
- (g) The Allottee(s) has full knowledge of all the applicable laws, notifications, statutes, rules and regulations applicable to the Scheduled Land and/or the Building/Complex. He/she/they/it has/have inspected all the approvals, permissions, sanctions, licenses, tentative building plan(s), granted by DTCP/DTP (if any) and by such other competent authorities and/or related department in favour of the Company and ownership record in respect of the Scheduled Land and all such documents relating to the rights and title of the Company to construct the Apartment in the Building and have fully satisfied themselves about the rights, title and interest of the Land Owners and also the Company's rights to develop the Complex and enter into this Agreement. The Allottee(s) further acknowledges that the Company has readily provided all information/clarification required by them in this regard. The Allottee(s) further agrees that they shall not demand, investigate or raise any objections in this regard at any time whatsoever hereinafter.
- (h) The Allottee(s) is aware of the terms and conditions contained in this Agreement and that he/she/they/it has/have clearly read and understood his/her/their/its rights, duties,

responsibilities, obligations under each and all the clauses of this Agreement and undertake to abide by and adhere to the same at all times.

- (i) The Allottee(s) confirms that he/she/they/it has not relied upon and is/are not influenced by any architect(s) plans, sales plan, sales brochure, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Apartment or the size or dimensions of the Apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the Allottee(s), the estimated facilities/amenities to be made available to the Allottee(s), or any other data except as specifically represented in this Agreement, which representations, documents, permissions, approvals, etc the Allottee(s) has duly verified to his/her/its satisfaction.
- (j) The Allottee(s) is entering into this Agreement for the allotment of the Apartment with the full knowledge of all applicable laws, rules, regulations and notifications to the Complex and hereby undertake to comply with and carry out, from time to time after they have taken over the said apartment for occupation and use, all the requirements, requisitions and demands which are required to be complied with by any Development Authority/Municipal Authority/Government or any other Competent Authority in respect of the said Apartment, Complex and/or said Land on which the Building/Complex is situated at his/her/their/its own cost. The Allottee(s) shall at all times indemnify and keep and hold the Company and its Directors/Employees/Associates, etc. indemnified, secured and harmless against all costs, consequence, damages, arising on account of non-compliance with the said requirements, requisitions and demands.
- (k) If the Allottee(s) is/are non-resident Indian or a foreign national of Indian origin then it shall be his/her/their/its responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 ("**RBI Act**"), any rules and/or guidelines made/issued thereunder and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India. The Allottee(s) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made thereunder. The Allottee(s) shall indemnify and keep and hold the Company and its Directors/Employees/Associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc due to such failure. In the event of change of the residential status of the Allottee(s) subsequent to the execution of this Agreement, they shall immediately intimate the same to the Company and comply with necessary formalities, if any, under the applicable laws.
- (l) The Allottee(s) agrees that the Company shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee(s) and such third party shall

not have any right in the allotment of the said Apartment applied for herein, in any way and the Company shall be issuing the payment receipts in favour of the Allottee(s) only.

- (m) The Allottee(s) agrees to abide by and comply with the bye-laws or house rules or such rules and notifications issued from time to time by the Company or the designated maintenance agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Complex. Any non-compliance with such rules and notifications would be deemed to be an event of default.
- (n) The Allottee(s) agrees that if the Company earmarks a portion of the Said Land for the construction of flats/dwelling units for Economically Weaker Section (EWS), schools, shops, club/community centre, commercial premises/buildings etc., in such a case it is a condition on this Agreement that the Allottee shall not have any right, title or interest in any form or manner in the land earmarked for or as well as in the EWS flats/dwelling units, school(s), shops, commercial premises, religious building, the buildings constructed thereon and facilities provided therein. Further the Allottee(s) hereby agrees that he/she shall not have any claim or right to any commercial premises/building and interfere in the matter of booking, allotment and finalization of sale of flats/dwelling units for EWS, school(s), shops, commercial premises/buildings, or in the operation and management of shops/school(s), commercial premises/buildings etc.
- (o) That it is mutually agreed that save and except in respect of the said apartment hereby agreed to be acquired by the Allottee(s), he shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over in respect of land, open spaces and all or any of the common areas such as lobbies, staircase, lifts, corridors, which shall remain the property of the Company.
- (p) That the Allottee(s) has fully satisfied himself/herself about the interest and the title of the Company in the said land on which the said Apartment as a part of group housing scheme will be constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the Allottee(s) in this respect.
- (q) That the Allottee(s) shall pay the price of the said Apartment on the basis of super area i.e. covered area, plus proportionate common areas as determined by the Company as per Annexure-II.
- (r) That the Allottee(s) agrees and undertakes that he shall after taking possession of the said Apartment or at any time before or thereafter, have no right to object to the Company constructing or continuing with the construction of the other building/tower(s) adjoining, put up additional floors to the Building/Tower where the said Apartment is situated or otherwise in the site earmarked for Group Housing.
- (s) That the Allottee(s) hereby undertakes that he shall abide by all laws, rules and regulations or/any other law as be applicable to the said Apartment.

16. RIGHTS AND OBLIGATIONS OF THE ALLOTTEE(S)

(a) Electricity, Water and Sewerage Charges

The electricity, water and sewerage usage charges shall be borne and paid by the Allottee(s). The Allottee(s) undertakes that it shall not apply to Dakshin Haryana Bijli Vitran Nigam (**DHBVN**) or any other electricity supply company in his individual capacity for receiving any additional load of electricity other than that being provided by the Company and/or the Maintenance Agency nominated by it.

(b) Entry Regulations

It is in the interest of the Allottee(s) to help the Company and/or the Maintenance Agency nominated by it in effectively keeping the Said Apartment, Building and/or the Complex secured in all ways. For the purpose of security, the Company and/or the Maintenance Agency nominated by it would be free to restrict and regulate the entry of visitors into the Building/Complex.

(c) Permitted Use & No Nuisance and Annoyance

The Allottee(s) shall use the Apartment for residential purposes in accordance with the Act and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and/or assets of the other occupants or equipments in the Building/Complex except cooking gas as may be allowed by law, or use the said Apartment for any activity other than for residential purpose and not put to use the said Apartment for any immoral, illegal or hazardous activity which would in any manner jeopardize the Company's goodwill or reputation and indemnify and keep and hold the Company indemnified from all losses, damages and such other costs and expenses which may arise out of such non-compliance by the Allottee(s). The Allottee(s) occupancy and use of the said Apartment shall be in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Building/Complex.

(d) Interior Maintenance & Insurance

The Allottee(s) shall carry out all the interiors and refurbish the said Apartment at its own cost and expense and shall also have the right to change flooring, wall finish, install wooden/collapsible partitions, air-conditioning of the said Apartment(s), other electrical or electronic appliances so long as the same does not adversely effect the structure of the Building/facade in any way. The Allottee(s) agrees and understands that the insurance and the interiors of the said Apartment shall be his/her/their/its responsibility and the Company shall not in any case be held liable for any loss or damage arising out of or on account of any neglect or omission of the Allottee(s), his agents, contractor or any one claiming under him/her/them/it.

(e) Signage

The Allottee(s) agrees and undertakes that it shall not display any name, address, signboard, advertisement material, billboards, hoarding, or advertisements etc. on the external façade of the said Apartment, Building and/or the Complex. The Allottee(s) would be permitted to place its name board at the entrance to the said Apartment only at the designated place specified by the Company/Maintenance Agency in this behalf.

(f) Taxes and levies

- (i) The Allottee(s) shall be responsible for payment of all applicable taxes, levies, assessments, demands or charges including but not limited to sale tax, VAT, service tax if applicable, levied or leviable in future on the Building or said Apartment or any part of the Complex in proportion to his/her/their/its Super Area of the said Apartment. The Allottee(s) understands that the aforementioned taxes are only illustrative and not exhaustive.
- (ii) Further the Allottee(s) shall be liable to pay from the date of his/her/their/its allotment, house-tax/property-tax, fire fighting tax or any other fee, cess or tax as applicable, as and when levied by any local body or authority and so long as the said Apartment of the Allottee(s) is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee(s) in proportion to the Super Area of the said Apartment to the total Super Area of all the Apartments within the said Building. These taxes, fees, cesses etc. shall be paid by the Allottee(s) irrespective of the fact whether the maintenance is carried out by the Company or its nominee or any other body or association of all or some of the Allottee(s) whether levied retrospective or prospective.
- (iii) The Allottee(s) shall furnish his/her/their/its PAN (Permanent Account Number) issued by the income tax department alongwith self attested photo ID.

(g) Alterations in the said Apartment

- (i) The Allottee(s) shall not make any such additions or alterations in the said Apartment so as to cause blockage or obstruction in the Common Areas and facilities within the Building and/or to cause any structural damage or encroachment to the structure of the Building in the Complex.
- (ii) The Allottee(s) shall not demolish any structure of the said Apartment or any portion of the same or cause to make any new construction in the said Apartment without the prior approval and consent of the Company and the local authority(if required). The Allottee(s) however undertakes that it shall not divide/sub-divide the said Apartment in any manner. The Allottee(s) shall not change the colour and structure of the external façade of the said Apartment.

(h) Power Backup

The Company shall install equipment for power backup facility, common to all apartments at no additional installation cost to the Allottee(s) as provided for in the present agreement. It is however accepted by the Allottee(s) that for any additional load increase requirement, the capital as well as running cost, as intimated by the Company from time to time, shall be borne by the Allottee(s). Further, the said power back facility is an additional feature and the Allottee(s) herein shall not claim any loss/damage, whether direct or consequential, from the Company in the event of default on the part of the Maintenance Agency/Association of Apartment owners/body providing the same or continue to provide the same. In the event the Allottee(s) requires any further power back up for its appliances/equipments, the Allottee(s) at its own cost and risk may install appropriate stabilizers/uninterrupted power supply units within the said Apartment. The said power back up facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Maintenance Agency in providing the same. The Allottee(s) accepts that it shall not claim any damage/loss whether direct or consequential from the Company/Maintenance Agency or body providing the same in the event of low voltage, low frequency, inconsistent or non availability of the same for reasons beyond the control of the Company/Maintenance Agency/any other body providing the same.

(i) Association of Owners

The Allottee(s) undertakes to join the Association of the Owners as may be formed by the Company on behalf of the Apartment Owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/formalities as may be required as and when deemed necessary by the Company for this purpose, failing which the same shall be treated unpaid proportion of the Total Consideration payable by the Allottee(s) herein for the said Apartment and execution of the Sale Deed/Conveyance Deed may be withheld by the Company till full payment thereof is received by the Company/Maintenance Agency.

The Allottee(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and to do all the Acts, Deeds and things as the Company may require for safeguarding the interest of the Company and other Allottee(s)/Occupants in the Said Complex.

17. PUNCTUAL PAYMENTS

THAT the time of punctual payments of installments as stated in Schedule of Payments and applicable stamp duty, registration fee and other charges payable under the Agreement is the essence of this contract. It shall be incumbent on the Allottee(s) to comply with the terms of payment and other terms & conditions of sale. In the event, the Allottee(s) defaults on payments of any two installments as per the agreed Schedule of Payments mentioned in Annexure-V attached alongwith this agreement, the Company

may at its own discretion upon giving 15 days cure notice to the Allottee(s), terminate the present Agreement, and forfeit the earnest money being 15% of the Basic Sale Price alongwith the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the broker (in case of booking done through a broker). The Company shall thereafter be free to deal with the said Apartment in any manner, whatsoever, at its sole discretion. Further, the exclusive right to use the car parking reserved to the defaulting Allottee(s) shall also stand transferred to the new buyer, if any. The amount(s), if any, other than the earnest money and other non-refundable amounts such as the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the broker (in case of booking done through a broker), shall be refunded to the Allottee(s) by the Company without any interest. The earnest money and other monies as stated above shall stand forfeited. In exceptional circumstances, the Company may, at its sole discretion, condone the delay in payments and default to cure the delay by charging a minimum interest @ 18% per annum of the amount outstanding, but shall not be bound to do so.

18. POSSESSION

- a) That the construction of the Building / Tower where the said Apartment is situated is likely to be completed within 42 months from the date of the start of the construction of the Building in which the said Apartment is located or from the date of execution of this Agreement whichever is later, followed by a grace period of six months, subject to force majeure circumstances & on receipt of all payments punctually as per agreed terms and on receipt of complete payment of the basic sale price and other charges due and payable up to last payment according to the Schedule of Payments applicable to him as per Annexure V attached herewith the agreement.

The Company on completion of the construction shall apply for occupation certificate and upon grant of same shall issue final call notice to the Allottee(s) who shall within 30 days thereof, remit all dues and take possession of the said Apartment. In the event of his failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the said Apartment for purposes of payment of maintenance charges or any other levies on account of the allotted apartment, but the actual physical possession shall be given on payment of all outstanding payments as demanded by the company.

The Company would pay penalty as per below details for completing the construction of the said Apartment beyond the committed period as stated herein above : -

For a delay of upto three months in completion of the said apartment: Rs. 5.00 per sq. ft. per month of super area.

For a delay beyond three months upto nine months in completion of the said apartment: Rs. 7.50 per sq. ft. per month of super area.

For a delay beyond nine months in completion of the said apartment: Rs. 10.00 per sq. ft. per month of super area.

The customer would be liable to pay holding charges as per below detail, if he fails to take possession within 30 days from the date of offer of possession over and above the maintenance charges and other charges as stated herein above.

For a delay of upto three months in taking possession of the said apartment: Rs. 5.00 per sq. ft. per month of super area.

For a delay beyond three months upto nine months in taking possession of the said apartment: Rs. 7.50 per sq. ft. per month of super area.

For a delay beyond nine months in taking possession of the said apartment: Rs. 10.00 per sq. ft. per month of super area

It is clarified that the 48 months time will be calculated from the date of agreement/start of construction of building in which the said Apartment is booked, whichever is later. It is further accepted that the completion shall be deemed to be the date on which the Company applies for part occupancy certificate, of the tower, it is further clarified that upon completion, the Company will undertake post completion activities. The finishing activities shall only be undertaken upon receipt of full payment. This clause shall have overriding effect on any other clause in this Agreement or/and the application or any other document.

- (b) That if the construction of the said Apartment is delayed due to force majeure circumstances, which interalia include delay on account of non-availability of steel and/or cement or other building materials or water supply or electric power or strike or slow down strike or due to a dispute with the construction agency or civil commotion or by reason of war or enemy action or earthquake or any act of God, delay in certain decisions/clearances from any statutory body or if non construction of the said premises is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid event, the Company shall be entitled to a reasonable corresponding extension of the time for completion of construction of the Tower where the said Apartment is to be located on account of the force majeure circumstances.
- (c) The Allottee(s) agrees and understands that if the Force Majeure condition continues for a long period, then the Company alone, in its own judgment and discretion, may terminate this present Agreement and in such case the only liability of the Company shall be to refund the amounts as received by it, without any interest or compensation

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

- (d) If the Company is unable to complete the construction/development of the Said Apartment/Said Building/Said Complex due to any government/regulatory authority's action, inaction or omission, then the Company may in its sole discretion challenge the same by moving the appropriate Court(s), Tribunal(s) and/or Authority(ies). In such a situation, the amount(s) paid by the Allottee(s) shall continue to remain with the Company and the Allottee(s) shall not have a right to terminate this agreement and ask for refund of his money and this agreement shall remain in abeyance till final determination by the Court(s)/Tribunal(s)/Authority(ies).

However the Allottee(s) may, if so desires become a party along with the Company in such litigation to protect Allottee(s) rights arising under this agreement. In the event the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notifications as the case may be, it is hereby agreed that this agreement shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided in this agreement. It is further agreed that in the event of the company losing the aforesaid challenge and it becoming final, absolute and binding, the Company will, subject to provisions of Law/Court order, refund within reasonable period in such manner as may be decided by the Company to the Allottee(s), all the amounts received from the Allottee(s) without any interest or compensation and the decision of the Company in this regard shall be final and binding on the Allottee(s) save as otherwise provided herein, the Allottee(s) shall be left with no other right, claim of whatsoever nature against the Company under or in relation to this Agreement.

- (e) The Company as a result of such a contingency arising (under circumstances as stated in clause 18), 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 shall be claimed by the Allottee(s) for the period of delay/suspension of the scheme.
- (f) That upon the Allottee(s) taking possession of the said Apartment, the Allottee(s) shall have no claim against the Company in respect of any item of work in the said apartment, which may be alleged not to have been carried out or completed or for any design, specifications, building/tower materials used or for any other reason whatsoever and he shall be entitled to the use and occupation of the said apartment without any interference but subject to the terms and conditions, stipulations and restrictions contained therein and in any law applicable to the said Apartment.
- (g) Subject to the Allottee(s) making all payments under this Agreement, the Company shall prepare and execute along with the Allottee(s) a Sale Deed/Conveyance Deed to convey

the title of the said Apartment in favour of Allottee(s) but after payment of stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Buyer's Agreement or as demanded by the Company from time to time, prior to the execution of the Sale Deed/Conveyance Deed. The Parties agree that after the Allottee(s) has provided all the details, documents as provided in the written notice as stated in this clause and/or other documents required for the purpose of registration of the Sale Deed/Conveyance Deed, the Company shall make all reasonable efforts to get the Sale Deed/Conveyance Deed registered within a reasonable time. The Allottee(s) agrees and undertakes to make himself/herself available for the purpose of registration on the date(s) as informed by the Company.

- (h) The Allottee(s) agrees that if the Allottee(s) is in default of any of the payments as aforesaid, then the Company shall have the right to withhold registration of the Sale Deed/Conveyance Deed in his/her favour till full and final settlement of all dues to the Company is made by the Allottee(s). The Allottee(s) undertakes to execute Sale Deed/Conveyance Deed within the time stipulated by the Company in its written notice, failing which the Allottee(s) authorizes the Company to cancel the allotment and terminate this Agreement in terms of this Agreement.
- (i) The Allottee(s) shall be solely responsible and liable for compliance of all applicable laws including but not limited to Transfer of Property Act, 1882; Registration Act, 1908, the provisions of Indian Stamp Act, 1899 (or any modification thereof) including any actions taken or penalties imposed by the Competent Authority(ies).

The Allottee(s) further undertakes to indemnify and keep and hold the Company indemnified and harmless against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses, which may be made or brought or commenced against the Company, for non-compliance with any provisions of Law in respect of the said Apartment by the Allottee(s).

- (j) That it is understood by the Allottee(s) that even after handing over possession of the said Apartment to the Allottee(s), the Company is fully entitled to continue to carry on construction in the said Complex including various common area facilities and the Allottee(s) shall not interfere or object to the same being undertaken by the Company in any manner whatsoever.

19. PERMITTED USE

The Allottee(s) hereby agrees/indemnifies the Company against any penal action, damages or loss due to misuse of the said Apartment for which the Allottee(s) shall be solely responsible. If the Allottee(s) uses or permits the use of the said Apartment for any purpose other than as provided for in this Agreement, then the Company may send a notice to the Allottee(s) to use the SAID Apartment as stated in this Agreement and to

rectify/cure the defect within a period of thirty (30) days. In case the Allottee(s) does not cure/rectify the defect, the Allottee(s) shall be required to pay penalty/damages @ Rs. 100.00 per sq.ft., per day on super area basis to the Company till the default is not cured/rectified. The Company will also be entitled to disconnect the water and electricity connection of the defaulting Allottee(s) in case the default is not cured by the Allottee(s) within 30 days.

20. MAINTENANCE AFTER POSSESSION

- (a) The Allottee(s) shall, after taking the possession of the said Apartment, be solely responsible to maintain the said Apartment at his/her own cost, in a good repair and condition and shall not do or cause to be done anything in or to the said Building or the said Apartment, the staircases, common passages/corridors, circulation areas etc., which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building or pertaining to the said Building in which the said Apartment is located is not in any way damaged or jeopardized.
- (b) It is further agreed by the Allottee(s) that all fixtures and fittings including but not limited to air conditioners/coolers etc. shall be installed by the Allottee(s) at places earmarked or approved by the Company and nowhere else.

The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.

The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

21. EVENTS OF DEFAULTS AND CONSEQUENCES

It is specifically made clear to the Allottee(s) that the Allottee(s) shall perform, comply, abide by and adhere to all covenants and obligations required to be performed or complied with under this Agreement. Any default, breach or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be an event of default liable for consequences stipulated herein. The following are the events of default which include but are not limited to the following:

- (a) Failure to make payments within the time and/or default in the Payments of installments as stipulated in the Schedule of Payments as given in this Agreement, accepted by the

Allottee(s) and/or failure to pay interest on installments by whatever name called and all other defaults of similar nature and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to interest free maintenance security as demanded by the Company, any other charges, taxes etc. as may be notified by the Company to the Allottee(s) under the terms of this Agreement.

- (b) Failure to perform and observe any or all of the Allottee(s) obligations as set forth in this Agreement or to perform any other occupancy obligation, if any, set forth in this or any other related Agreement.
- (c) Failure to take over the said Apartment for occupation and use within the time stipulated by the Company or failure to pay the holding charges as stated herein.
- (d) Failure to execute the Sale Deed/Conveyance Deed within the time stipulated by the Company or the relevant authorities.
- (e) Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security or any increases in respect thereof, as demanded by the Company and/or its nominee and/or other body or association of Allottee(s) from time to time.
- (f) Failure, pursuant to a request by the Company, to become a member of the association of Allottee(s) or to pay subscription charges etc. as may be required by the Company or Association of Allottee(s), as the case may be.
- (g) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Company or without payment of transfer charges or not executing documents as asked by the Company for transfer, as may be fixed by the Company from time to time.
- (h) Dishonour/stoppage of payment of any cheque(s) including post dated cheque(s) given by Allottee(s) for any reason whatsoever.
- (i) Any other acts, deeds or things, which the Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, deed etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee(s).
- (j) Any breach of any of the Allottee(s) obligations and duties under the Maintenance Agreement and any house rules as may be prescribed by the Association/the Company/Maintenance Agency in respect of the use and occupation of the said Apartment/Building.
- (k) Unless otherwise provided in this Agreement upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified

above (except point (i) hereinabove), the Company may, in its sole discretion, by notice; to the Allottee(s), cancel this Agreement by giving in writing fifteen (15) days notice to rectify the default as specified in that notice. If the default is not rectified within such fifteen (15) days, this Agreement shall stand cancelled and the Company shall forfeit the Earnest Money along with the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the broker (in case of booking done through a broker). The Allottee(s) acknowledges that upon such cancellation of this Agreement, the Allottee(s) shall have no right or interest in the Said Apartment and the Company shall be discharged of all liabilities and obligations under this Agreement and the Company shall have the right to sell or deal with the Said Apartment in the manner in which it may deem fit as if this Agreement had never been executed. The Allottee(s) shall also not have any right to claim any monies towards payments, incentives, etc. including but not limited to any monies payable towards rentals payable, if any, under any Agreement between the parties and/or any such amounts etc. The refund, if any, shall be refunded by the Company by registered post only after realizing amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Allottee(s). This will be without prejudice to any other remedies and rights of the Company to claim other liquidated damages, which the Company might have suffered due to such breach committed by the Allottee(s).

22. MAINTENANCE

- (a) The Allottee(s) hereby agrees and undertakes that he/she/they/it will enter into a Separate Tripartite Maintenance Agreement with the Company and the Maintenance Agency appointed by the Company.
- (b) The Allottee(s) further agrees and undertakes to pay the indicative and approximate maintenance charges as may be levied by the Maintenance Agency for the upkeep and maintenance of the Complex, its common areas, utilities, equipment installed in the Building and such other facilities forming part of the Complex. It is however agreed between the parties that the maintenance charges shall be calculated on a cost plus 20% basis. Such charges payable by the Allottee(s) will be subject to escalation of such costs, taxes and expenses as may be levied by the Maintenance Agency. The Company reserves the right to change, modify and amend the Tripartite Maintenance Agreement at its sole discretion from time to time.
- (c) In addition to the payment of the Maintenance Charges to be paid by the Allottee(s), the Allottee(s) agrees and undertakes to pay in advance Interest Free Maintenance Security ('IFMS') as applicable. The IFMS shall also be utilized for replacement, refurbishing, external façade of the building, major repairs of plants, machinery, etc. installed in the said complex or towards defrayment of expenses necessitated by any unforeseen occurrence involving expenditure in relation to the complex or any capital expenditure to be incurred in the complex.

- (d) The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all such demands, bills and charges as may be raised by the Maintenance Agency from time to time.
- (e) The Allottee(s) agrees that any violation of the terms of the Maintenance Agreement shall automatically be construed as an event of default under the terms of this Agreement. The Allottee(s) hereby conveys his/her/their/its no objection in respect of the said Maintenance Agency nominated by the Company for performing such services.
- (f) The Allottee(s) agrees that the Company or its nominated Maintenance Agency shall carry out the maintenance of common services and facilities pertaining to the said Complex from the issue of final notice of possession to the Allottee(s). The Allottee(s) agrees to permit the Company or its nominated Maintenance Agency to enter into the said Apartment or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to carry out the maintenance of common services and facilities and to set right any defect in the said Apartment or any defects in the said Apartment above or below the said Apartment. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Company shall be entitled to take such actions as it may deem fit.

The Allottee(s) shall pay necessary charges for maintenance of common services and facilities as determined from time to time. It is clarified that the scope of maintenance and upkeep of various common services within the Building/Complex and outside has been described in detail in the Maintenance Agreement. It is understood by the Allottee(s) that the maintenance and insurance of individual Apartment shall always remain the responsibility of the Allottee(s).

- (g) The Allottee(s) undertakes to pay the maintenance bills as raised by the Company or its nominated Maintenance Agency from the date of notice for possession on pro-rata basis irrespective of whether the Allottee(s) is/are in actual possession of the said Apartment or not. In order to secure due performance by the Allottee(s) in payment of the maintenance bills and other charges raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the Schedule of Payments given in Annexure V of this Agreement and to always keep deposited with the Company an Interest Free Maintenance Security, as applicable. In the event Allottee(s) fails and/or neglects to pay the maintenance bill, other charges on or before the due date, the Allottee(s), then in such an event shall not be entitled to receive the services being rendered by the Maintenance Agency and in addition thereto the Company shall also have the right to adjust unpaid amount against maintenance bills out of the security deposit. The Company shall handover the corpus so collected, after settlement of accounts/expenses as mentioned in clause 22(c) and adjustment of outstanding amounts, if any, to the society as and when the same is formed.

- (h) The actual maintenance charges shall be informed at the time of giving possession of the said Apartment when the Maintenance Agreement would compulsorily be executed by and between the Allottee(s) and the Maintenance Agency in the standard agreed format as provided by the Company and/or Maintenance Agency. It is further agreed and acknowledged by the Allottee(s) that the maintenance charges shall be payable as per the bills of the Maintenance Agency.
- (i) The scope of maintenance and general upkeep of various common services within the Tower/Complex shall broadly include but not be limited to operation and maintenance of generators including diesel, firefighting system, garbage disposal and upkeep of common areas, water supply, sewerage system, common area lighting. The service outside the said Apartment but within the Complex shall include maintenance of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, street lighting, water supply, general watch, security and such other services within the Complex.

23. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY

The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s) obligation to purchase the said Apartment and making of all payments pursuant to this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said Apartment.

24. INSURANCE

The structure of the said Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc., by the Company or the Maintenance Agency, on behalf of the Allottee(s) and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the Maintenance Agency but the contents inside each Apartment shall be insured by the Allottee(s) at his/her own cost. The cost of insuring the Building structure shall be recovered from the Allottee(s) as a part of the total maintenance charges and the Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of any Apartment or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

25. BINDING EFFECT

- (a) Forwarding this Agreement to the Allottee(s) by the Company does not create a binding obligation on the part of the Company or the Allottee(s) until firstly, the Allottee(s) signs and delivers this Agreement with all the annexure(s) along with the payment(s) due as stipulated in the Schedule of Payments at the address of the Company within forty five (45) days from the date of dispatch by the Company of this Agreement and the copy of this Agreement duly executed by the Company being delivered to the Allottee(s).
- (b) If the Allottee(s) fails to execute and deliver to the Company this Agreement within forty five(45) days from the date of its dispatch by the Company, then the allotment of the Allottee(s) shall be treated as cancelled and the Earnest Money paid by the Allottee(s) along with the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the brokers (in case of booking done through a broker) shall stand forfeited.

26. ASSIGNMENT

This Agreement or any interest of Allottee(s) in this Agreement shall not be assigned by the Allottee(s) without prior written consent of the Company, which consent may be given or denied by the Company in its sole discretion and shall be subject to all applicable laws and notifications or any government directions as may be in force and further shall be subject to this Agreement and the terms, conditions and charges as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee(s) in violation of this Agreement shall be a default on the part of Allottee(s) entitling the Company to cancel this Agreement and to avail of remedies as set forth in clause 21 of this Agreement.

27. ENTIRE AGREEMENT

This Agreement along with the preamble, recitals and all its Annexures is the only Agreement touching upon the purchase of the said Apartment by the Allottee(s) and this Agreement along with its annexures supersedes any and all understandings, any other Agreements, correspondences or arrangement whether written or oral, if any, between the Parties. This Agreement along with its preamble, recitals, annexures and the terms and conditions contained in the Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement signed between the Parties.

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS/SUBSEQUENT ALLOTTEE(S)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment/Building/Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent Allottee(s)/assignee(s) of the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes.

29. WAIVER NOT A LIMITATION TO ENFORCE

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

30. SEVERABILITY

If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable under any applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

31. INDEMNIFICATION

- (a) The Allottee(s) hereby undertakes to keep and hold the Company indemnified and harmless against all costs, expenses, claims, liabilities and proceedings, which may be caused to or suffered by the Company or made or taken against the Company, which are directly or indirectly arising out of breach of this Agreement or breach of representations and warranties made by the Allottee(s) or by any act of omission, negligence or fault of the Allottee(s), misrepresentations or willful misconduct or due to non-compliance or violations of any applicable laws, rules, procedures regulations or directions, policies, guidelines and the like in respect of compliance of the terms of this Agreement or otherwise.
- (b) The Allottee(s) agrees and understands that the employee(s), official(s) and/ or any other authorised person of the Company shall provide relevant and necessary assistance for completing the procedural formalities in executing this Buyer's Agreement. However, the Allottee(s) understands that such assistance rendered by the Company's employee(s), official(s) and/ or any other authorised person shall be provided for and on behalf of the Company and the employee(s), official(s) or the authorised person shall in no way be responsible in their individual capacity. The Allottee(s) agrees and undertakes to indemnify and keep and hold the employee(s), official(s) and/ or authorised person harmless and indemnified from any loss, arising out, in relation or in connection of rendering such assistance.

32. COUNTERPARTS

Two copies of this Agreement shall be executed in two originals and the Company shall retain the first and send the second executed copy to the Allottee(s) for his/her reference and record.

33. PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the Company through its Authorised Signatory at the Company's office at New Delhi after the copies duly executed by the Allottee(s) are received by the Company. Hence, this Agreement shall be deemed to have been executed at New Delhi even if the Allottee(s) may have executed this Agreement at any place(s) other than New Delhi.

34. NOTICES

All notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given, if sent either by Registered A.D. Post or Speed A.D. Post or by courier services to the Party at their respective addresses specified below:

<p><u>Company:</u> M/s. Dreamhome Infrastructure Private Limited</p> <p><u>Registered Office:</u> K-1, Green Park Main, New Delhi, India-110016</p> <p><u>Corporate Office:</u> D-101-104, Global Business Park, M.G. Road, Gurgaon, Haryana, India-122002</p>	<p><u>Allottee (s):</u> Mr. _____ _____</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------

It shall be the duty of the Allottee(s) to inform the Company of any change subsequent to the execution of this Agreement in the above address by Registered/Speed Post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s).

35. JOINT ALLOTTEE(S)

- (a) In case there are Joint Allottee(s) all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her/them/it, which shall for all purposes be considered as served on all the Allottee(s)
- (b) That the default in making payment by one of the Allottee in case of joint sale shall be treated as default by both/all and they shall be jointly and severally liable for all consequences.

36. LAWS OF INDIA

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India alone.

37. JURISDICTION

The Courts / Tribunals/ Forums/ Quasi-Judicial Authorities, etc. at New Delhi shall alone have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement.

38. FEMA REQUIREMENTS

That Allottee(s), if resident outside India shall be solely responsible to comply with the necessary formalities as laid down in FEMA and other applicable laws including that of remittances of a payment(s) and for acquisition of the immovable property in India. A declaration to that effect will be furnished by him.

39. ARBITRATION

That in case of any dispute arising out of or touching this agreement, same shall be referred for Arbitration. The Sole Arbitrator shall be appointed by Chairman of the Company. The venue of Arbitration shall be New Delhi and the language shall be English. The cost of arbitration shall be borne by the parties equally.

40. MISCELLANEOUS

- (a) It is clarified that though not forming part of computation of Super Area and/or Common Area and common amenities for which the price is charged, the Allottee(s) shall be entitled to ownership of the impartible and undivided proportionate share in the land underneath the said Building in which the said Apartment is located and to no other land comprised in the Complex.
- (b) All other land(s), areas, facilities and amenities, except those specified in this Agreement, which falls to the share of the Allottee(s), are specifically excluded from the scope of this Agreement and the Allottee(s) agrees and understands that it shall not be permitted and/or entitled to any ownership rights, rights of usage, title or interest etc. in any form whatsoever in such land(s), areas, facilities and amenities except to the extent

of using only such general commonly used areas and facilities within the Project subject, however, to the timely payment of maintenance charges by the Allottee(s). Such land(s) areas, facilities and amenities have not been included in the scope of this Agreement or in the computation of Super Area for calculating the Total Consideration and therefore, the Allottee(s) has not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities. The Allottee(s) agrees and understands that ownership of such land(s), areas, facilities and amenities vests solely with the Company, its associates and subsidiaries and their usage and manner/method of use, disposal, etc. shall be at the sole discretion of the Company and its associates and subsidiaries.

- (c) The Company shall have the first lien and charge on the said residential apartment for all its dues and other charges payable by the said Apartment Allottee(s) to the Company.
- (d) Unless a Sale Deed/Conveyance Deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction thereon and the Agreement shall not give to the Allottee(s) any right or title or interest therein, except that all taxes and levies shall be paid by the Allottee(s) as stated hereinbefore.
- (e) THAT, if the Allottee(s) has to pay commission or brokerage to any person for services rendered by such person to him whether in India or outside India for acquiring the said apartment for the Allottee(s), the Company shall in no way whatsoever be responsible there for and no such commission/brokerage shall be deductible from the amount of sale price agreed to be payable to the Company for the said apartment.
- (f) THAT the construction of said Apartment will conform to the specifications as set out in the **Annexure VI** attached to this Agreement subject however, to variation/modification as approved by the appropriate authority and/or the Architects, Structural and MEP consultants appointed by the Company.
- (g) THAT the Allottee(s) undertakes to join in the execution of such documents and applications as may be required to obtain various permissions from the Income Tax and other authorities to facilitate the registration of the Sale Deed/Conveyance Deed/Deed of Apartment in his favour, failing which the Allottee(s) shall alone be liable for all consequences arising from failure or neglect on the part of the Allottee(s) to do so.
- (h) That it is expressly agreed between the parties that the Allottee(s) shall not be entitled to assail this agreement on the ground of want of mutuality, even if any stipulations herein are held to be lacking mutually.
- (i) THAT all payments in terms of this Agreement shall be done and payable to the Company at New Delhi.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the place and on the day, month and

year mentioned hereinabove under their respective signatures Signed and Delivered by the within named ALLOTTEE(S) in the presence of witnesses.

Passport Size Photograph (First/Sole-Allottee)

Passport Size Photograph (Second-Allottee)

Passport Size Photograph (Third-Allottee)

Signature (of the First/Sole Allottee)	Signature (of the Second Allottee)	Signature (of the Third Allottee)
Mr. _____	N/A	N/A

Signed and Delivered by the within named Company in the presence of witnesses, at the place and on the day, month and year mentioned hereinabove.

For and on behalf of	Name: Ajay Gupta
Signature :	Designation: Authorised Signatory

Witnesses 1.

Signature : _____
 Name : _____
 S/D/W/o. : _____
 Address : _____

Witnesses 2.

Signature : _____
 Name : _____
 S/D/W/o. : _____
 Address : _____

ANNEXURE – I

SCHEDULE OF LANDS

To be read with License No.104 of 2011

Rectangle No.	Killa No.	Kanal	Marla
66	11/1	6	0
	19/2	1	0
	20	8	0
	21	8	0
	22/1	1	0
67	15/2	5	8
	16/1	4	0
	16/2	4	0
	17	8	0
	18/1/1	1	13
	24/2	7	11
	25	8	0
69	4/2	1	16
	5/2	7	12
	6/1/1	2	4
70	1	8	0
	10/2	7	16

ANNEXURE - II

DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the basic sale price in respect of the said Apartment shall be the sum of residential apartment area of the said residential apartment and its pro-rata share of common areas in the entire said tower.

Whereas the residential apartment Area of the said Apartment shall mean entire area enclosed by its periphery walls including area under the walls, columns, balconies, cupboards, etc. and half the area of common walls with other apartments/residential units, which form integral part of the said Apartment. Common Areas shall mean all such parts/areas in the entire tower which the allottee shall use by sharing with other occupants of the said tower that include entrance lobby, driver's/common toilet at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircase, munties, service areas including but not limited to lift machine room, sewerage treatment plant, overhead water tanks, UG water tanks & pump room, electric sub station, D.G. room, maintenance offices/stores, etc, architectural features, if provided, and security/fire control rooms.

In case of residential apartment provided with exclusive open terraces, the calculation of super area shall be dealt with separately. **Allottee(s)**, however, shall not be permitted to cover such terraces and shall use the same as open terrace only and in no other manner whatever.

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

- a) Sites for shop(s).
- b) Sites/Building/tower/Area of Community Facilities Amenities like Nursery/Primary/Higher Secondary School, Club/Community Centres, Dispensary, Crèche, Religious Building/towers Health Centres, Police Posts, Electrical Sub-Stations, Dwelling Units for economically weaker Sections/ Personnel.

Limited restricted Common Area

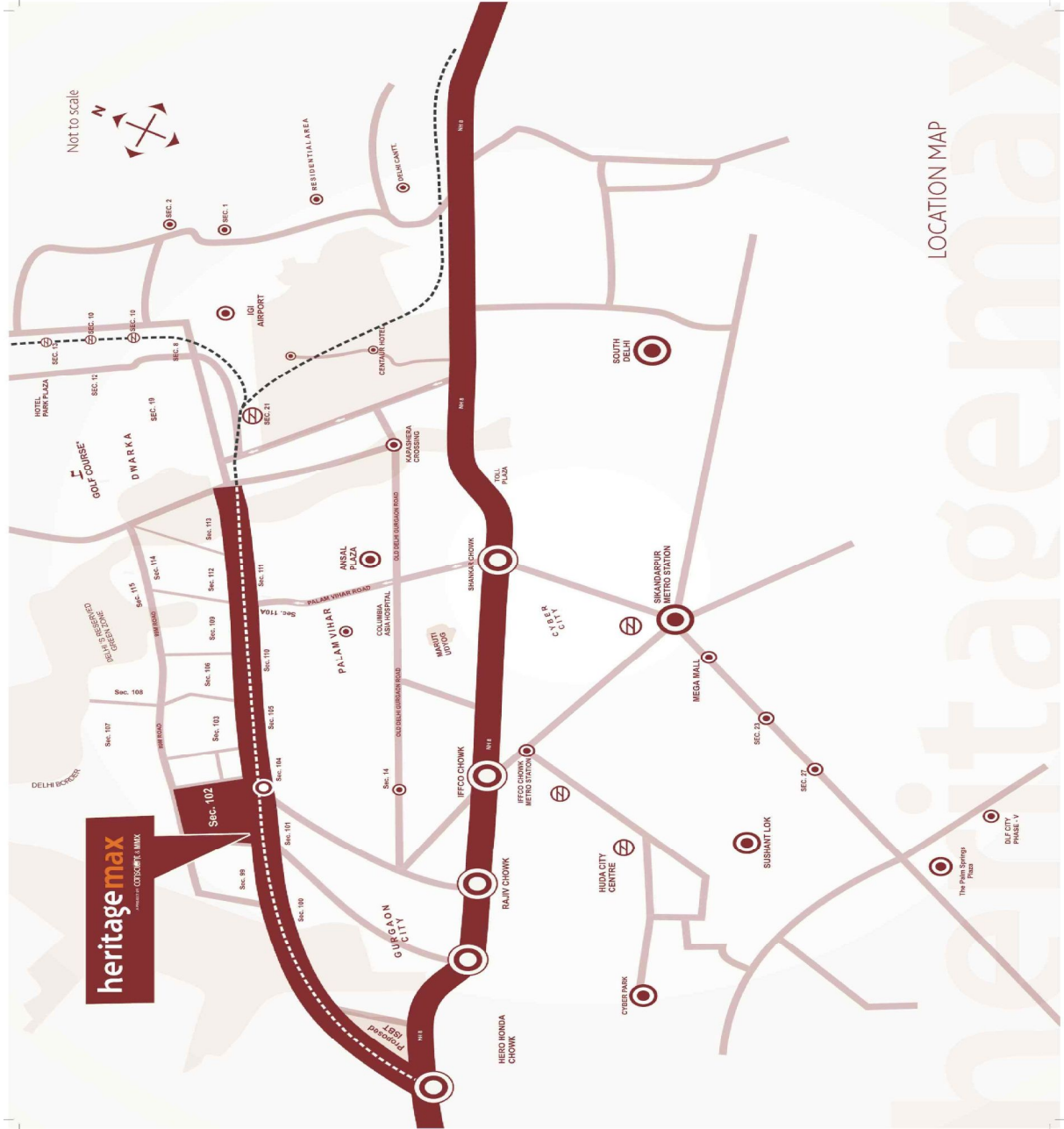
Car parking area within

- (i) Covered parking area allotted to **Allottee(s)**, for exclusive use.
- (ii) Open reserved car parking area in and around the complex

“It is further clarified that the Super Area mentioned in the Agreement is tentative and does not include the Limited Restricted Common Areas as stated herein above, which shall be intimated subsequently and will be added to the Super Area of the Apartment and the inclusion of common area within the said tower for the purpose of calculating super area does not give any right, title or interest in common areas by sharing with other allottees in the said tower subject to timely payment of maintenance charges”

ANNEXURE – III

LOCATION MAP OF HERITAGE MAX



ANNEXURE – IV

TYPICAL APARTMENT FLOOR PLANS



ANNEXURE - V
SCHEDULE OF PAYMENTS

DRAFT ONLY

ANNEXURE – VI

PROPOSED SPECIFICATIONS

Living/ Dining Room

Living and Dining room fitted with split AC, Plaster of Paris walls and ceiling painted with Acrylic Emulsion Paint. Imported marble flooring, doors made of moulded/ flush door shutters with paint/polish, external doors of UPVC/ Aluminum. Windows of UPVC/ Aluminum frames and shutters.

Master Bedroom/ Other Bedrooms

Bedrooms fitted with split AC, Plaster of Paris walls and ceiling painted with Acrylic Emulsion Paint. Complete wooden laminated flooring, doors made of moulded/ flush door shutters with paint/polish, external doors of UPVC/ Aluminum. Windows of UPVC/ Aluminum frames and shutters.

Kitchen

Modular kitchen with hob and chimney, floor/counters/walls featuring combinations of Granite, Marble and Vitrified/ Ceramic Tiles. Single Bowl Stainless steel sink with Drain-board. Doors made of moulded/ flush door shutters with paint/polish, external doors of UPVC/ Aluminum. Windows of UPVC/ Aluminum frames and shutters.

Balconies/ Terraces

Walls/Ceiling painted in Weather-proof paint and floors fitted with Anti-Skid tiles. Doors made of moulded/ flush door shutters with paint/polish, external doors of UPVC/ Aluminum. Windows of UPVC/ Aluminum frames and shutters.

Toilets

Walls and floors with a blend of Ceramic and Vitrified tiles, ceiling in Acrylic Emulsion Paint. Chinaware and Single lever C.P. Fittings. Wash basin in matching shades and colours.

Common Facilities

Air-conditioned Club with multiple facilities- Banquet Hall with Café, Multi Game Court (Indoor Badminton Court/ Indoor Basketball Court/ Indoor Volleyball Court), Squash Courts, Gymnasium, Pool Table, Sports Arena (Outdoor Basketball Courts, Tennis Courts), Swimming Pool, Grand Entrance Court, Floodlit Football Field, Roof Garden, Cycling Track, Jogging Track and Kids Play Area

Beautifully landscaped gardens with Fountains, Meditation Courts, Amphitheatre, Cabanas and Pavillions, Central Courtyard/Fountain Pavillions and Convenience Shops.

Perimeter security with CCTV, Smart-Card Access and Intercom Link from the main gate to each apartment.

24 hours Full Power-backup with concealed copper wiring and modular plate-switches
High-Speed passenger lift in each block and lift lobby fitted with imported vitrified tiles and marbles.

Well appointed Air Conditioned Entrance Lobby.

Disclaimer: Marble / Granite being natural material have inherent characteristics of color and grain variations. Specifications are indicative and are subject to change as decided by the Company or Competent Authority. Marginal variations may be necessary during construction. Applicant / Allottee shall not have any right to raise objection in this regard.

ANNEXURE – VII

FORMAT OF THE APPLICATION FOR ENROLLMENT AS MEMBER OF ASSOCIATION

Date:

[Name & address of Sender)

The Secretary,
Heritage Max Association of the Owners/Maintenance Agency
Sector – 102, Gurgaon, Haryana

Sub. :- Application for enrollment as Member of Association

Dear Sir,

I/We have entered into a Buyer's Agreement with Dreamhome Infrastructure Private Limited to purchase an Apartment No.in Tower - on floor in the Group Housing Complex known as "Heritage Max" at Sector-102, Gurgaon, Haryana.

I/We request to be enrolled as member of the Heritage Max **Association of the Owners** and I/We herewith remit a sum of Rs./- (Rupeesonly) through Cheque/Pay Order/Demand Draft bearing No...dated drawn onbank towards entrance fees (non refundable) of the said association.

Kindly let us know the annual subscription fee to be paid and furnish us with copy of the bye-laws of the apartment owners association. I we undertake to abide by all the rules and bye-laws of the Heritage Max Association of the Owners at all times.

I/we request you to kindly keep me informed of the activities of the association from time to time.

Thanking you,
Yours sincerely

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ANNEXURE – VIII

FORMAT FOR SUPPLY OF ELECTRICAL ENERGY

Date :

[Name & address of Sender)

**The Secretary,
Heritage Max Apartment Owners Association/Maintenance Agency
Sector – 102, Gurgaon
Haryana**

Sub. :- Request for supply of Electrical Energy

Dear Sir,

I/We have entered into a Buyer's Agreement with Dreamhome Infrastructure Private Limited to purchase an Apartment No.in Tower -.....on floor in the Group Housing Complex known as "Heritage Max" at Sector-102, Gurgaon, Haryana.

I/We request to supply K.V.A Electrical Energy to my above said Apartment and I/We herewith remit a sum of Rs./- (Rupeesonly) through Cheque/Pay Order/Demand Draft bearing No... ..dated drawn onbank towards security deposit, advance consumption deposit, share cost of sub-station and agree to pay Electricity Charges @ Rs. per unit for electricity consumed by me/us on or before due date and Power Back-up Charges @ Rs. per unit for power back-up used by me/us on or before due date.

In case of non payment of electricity bills, you shall be free to take action against us including but not limited to disconnection of electricity supply till the time all bills including interest penalties etc are paid by us.

Thanking you,

Yours sincerely

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**ANNEXURE IX
FOR NECESSARY ENDORSEMENT**

DRAFT ONLY

**ANNEXURE IX
FOR NECESSARY ENDORSEMENT**

DRAFT ONLY