

Stamp	Words	GRN No.	Certificate No.	Date
Online Rs. /-				

ANNEXURE A
[See rule 8]
AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) is executed on this ____ day of _____, 2018,

By and Between

Emperium Realty Private Limited (CIN No. U45200DL2015PTC278647), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 4, Tolstoy Marg New Delhi – 110001 and its corporate office at Emperium Happy Homes, Sector-1A, Panipat, Haryana, represented by its authorized signatory _____ authorized vide board resolution dated _____ hereinafter referred to as the “Developer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee/ Co-Allottee are an Individual]

Allottee

MR./MS. _____, (Aadhar No. _____) son/daughter/wife of
MR. _____, residing at _____
 _____, (PAN - _____),

Co-Allottee

MR./MS. _____, (Aadhar No. _____) son/daughter/wife of
MR. _____, residing at _____
 _____, (PAN - _____),

hereinafter combined to be called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Developer and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Developer is the absolute and lawful owner of Land measuring 5.08339 Acres situated at Sector-1A, Village Taraf Rajputan, Panipat, Haryana ("Said Land") vide various Sale deeds registered at the office of the Sub-Registrar, Panipat;
- B. The Said Land is earmarked for the purpose of a building residential project (Affordable Group Housing Colony), comprising multistoried Flat(s) and the said project shall be known as 'Emperium Happy Homes' ("Project");
- C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been complied with;
- D. The Director General, Town and Country Planning, Haryana has granted the approval/sanction to develop the Project vide License No. 71 of 2017 dated 05-09-2017 under Haryana Affordable Housing Policy, 2013 notified by Government of Haryana vide Notification No. PF- 27/48921 dated 19th August, 2013 and any amendments thereto;

Developer's Signature

Allottee/s Signature

- E. The Developer has obtained approval on the demarcation/zoning plan vide DRG. No. DTCP 6054 Dated 05-09-2017 and building plan vide Memo No. ZP-1174/SD (BS)/2017/29956 Dated 23-11-2017 or any requisite approval for the Project as the case may be, from Director General, Town & Country Planning, Haryana;
- F. The Project is being developed/shall be developed by the developer in terms of the aforesaid approvals / sanctions / license and provisions of Haryana Affordable Housing Policy, 2013 notified by Government of Haryana vide Notification No. PF- 27/48921 dated 19th August, 2013 and any amendments thereto. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in compliance with Applicable Laws;
- G. The Developer has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Chandigarh on 28-11-2017 under registration no. 374 of 2017;
- H. The Allottee had applied for Flat in the Project vide Application No. _____ dated _____ under provisions of the Policy. Draw of lots was made on _____ and Allottee has been allotted Flat No. _____ having carpet area of _____ square feet (_____ Square Meter), on _____ **Floor** in Tower No. _____ ("Building/Tower") and Balcony area _____ Sq. Ft. along with Two Wheeler Parking admeasuring 0.8m x 2.5m. on the ground floor as permissible under the applicable law and right in the common areas ("Common Areas") (hereinafter referred to as the "Flat" more particularly described in Schedule A and the floor plan of the Flat is annexed hereto and marked as Schedule B);
- I. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, Policy, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K. The Allottee has done inspection of the site where the Flat is proposed to be constructed along with ownership records, approvals and sanction documents and acknowledge that the Developer has provided him all desired information/ documents that were necessary for him/her to take informed decision. The Allottee has not relied upon or influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Developer and he/she is solely relying upon his/her personal judgment in

Developer's Signature

Allottee/s Signature

purchasing the said Flat;

- L. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Flat for Residential purpose alongwith parking (if applicable) as specified in Para G.

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

1. DEFINITIONS:

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

- 1.1. "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), unless otherwise specifically provided.
- 1.2. Carpet Area means net usable floor area of a Flat excluding the areas covered by the external walls, areas covered under services shafts, exclusive balcony or verandah area and the exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.3. "Government" means the Government of the State of Haryana.
- 1.4. "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana.
- 1.5. "Section" means a section of the Act.
- 1.6. "Payment Plan" means the Payment Plan as specified in Schedule C.
- 1.7. "Policy" means Haryana Affordable Housing Policy, 2013 notified by Government of Haryana vide Notification No. PF- 27/48921 dated 19th August, 2013 and any amendments thereto.
- 1.8. "Project" means Affordable Group Housing Project situated at Sector-1A, Panipat, Haryana and known as "Emperium Happy Homes".

2. INTERPRETATION

Unless otherwise stated or unless the context otherwise requires, in this Agreement:

Developer's Signature

Allottee/s Signature

- 2.1 The headings, whether of Clauses or other parts of this Agreement, are for ease of reference only and shall not be relevant to interpretation;
- 2.2 The references to the Recitals, Clauses, Schedules and Annexures shall be references to the recitals, clauses, schedules and Annexures of this Agreement;
- 2.3 Words importing the singular shall include plural and vice versa;
- 2.4 Words denoting any gender shall include all genders;
- 2.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- 2.6 Where the context so requires, reference to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or agency thereof;
- 2.7 Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a Business Day, then that act, matter or thing shall be carried out or performed on the following Business Day, unless specifically provided for otherwise in this Agreement;
- 2.8 References to statutes or statutory provisions include references to any orders, or regulations made there under and references to any statute, provision, order or regulation include references to that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date thereof; and
- 2.9 No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part of it.

3. TRANSFER & PAYMENT:

- 3.1. Subject to the terms and conditions as detailed in this Agreement and payment of sale/purchase consideration by the Allottee to the Developer, as per the Payment Plan given in Schedule C, the Developer agrees to sell/transfer to the Allottee and the Allottee hereby agrees to purchase the Flat alongwith parking (if applicable) in consideration of the Total Price of the Flat alongwith Two Wheeler Parking (if applicable).
- 3.2. The Total Price for the built up Unit/ Flat alongwith Two Wheeler Parking (if applicable) based on the Carpet Area _____ Sq. Ft. and Balcony Area _____ Sq. Ft. is Rs. _____/- (**Rupees** _____ **Only**) ("Total Price"):

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Tower No. _____ Flat No. _____ CATEGORY _____, TYPE _____ Floor _____ Two Wheeler Parking (if applicable)	Rate of Flat per square feet Rs. 3,600/-
Balcony Area _____ Sq. Ft.	Rate of balcony per square feet Rs. 500/-
Total price (in rupees)	Rs. _____/-

- (i) The Total Price as mentioned above includes the booking amount paid by the Allottee to the Developer towards the Flat alongwith Two Wheeler parking (if applicable).
- (ii) The Total Price as mentioned above is exclusive of all taxes/ charges/ levies etc. and the same shall be payable by the Allottee only. The Developer shall in no case be liable to make payment thereof. In case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Allottee to the Developer shall be increased based on such change / modification.
- (iii) Provided further, if there is any increase in the charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- (iv) Provided also that the Allottee agree that Goods & Service Tax or any other applicable tax, shall be additionally payable by the Allottee on the interest and/or late fee. It is also agreed between the Parties that interest and/or late fee along with Goods & Service Tax applicable thereon will be computed as and when Allottee makes such payment to the Developer.
- (v) An amount of **Rs. _____/- (Rupees _____ Only)**, being 5% of the Total Price, is paid by the Allottee to the Developer alongwith the application form as part sale consideration of the Flat. Further, an amount being 20% of the Total Cost shall be paid by the Allottee to the Developer after 15 days of Draw/ Allotment and remaining balance Consideration, being 75% of the Total Cost shall be paid by the Allottee, in six equated monthly installments spread over three years period, as per the Payment Plan given in Schedule C.

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- (vi) The Allottee shall make all payments within the stipulated time through A/c Payee cheque/demand draft/ banker's cheque or online payment (as applicable) in favour of **'Emperium Realty Private Limited'**.
 - (vii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (3.2) above and the Allottee shall, promptly and without any delay, make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.
 - (viii) The Total Price of Flat alongwith Two Wheeler Parking (if applicable) includes recovery of price of land, development/ construction of [not only of the Flat] but also of the Common Areas (if applicable), lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection (if applicable) and firefighting equipment and includes cost for providing all other facilities, amenities and specifications to be provided within Flat for Residential usage alongwith Two Wheeler Parking (if applicable) in the Project. There will be no power backup facility in the Project. However in case power back up is provided in lifts or any other common area then cost of equipment and installation thereof shall form a part of total cost.
 - (ix) The Allottee hereby agree and undertakes to pay directly, or if paid by the Developer, then reimburse to the Developer, on demand any Tax and/or any enhancement thereof including but not limited to enhanced development charges, or any tax or charges, government levies including any fresh incidence of tax or compensation, as may be levied, charged or imposed by Government of Haryana / Competent Authority / Central Government, retrospectively or prospectively. If such charges are increased (with retrospective effect) after the conveyance/sale deed has been executed, then the Allottee undertakes to pay the same upon intimation by the Developer. For avoidance of any doubt, any such Tax, or development charges payable to the Government Authority shall not form a part of the Total Cost and shall be born additionally by the Allottee(s).
- 3.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to levy/increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Developer shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter

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Allottee/s Signature

being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 3.4. In the event of any delay by the Allottee in making timely payment of amount payable in terms of Payment Plan agreed between the Parties herein and given in Schedule C, the Allottee shall be liable to pay interest on delayed payment @ 15% per annum from the due date to the actual date of payment. In case the delay in payment exceed more than 15 days, then the Developer may issue a Notice of demand upon the Allottee and If the allottee still defaults in making the payment, the list of such defaulter may be published in one regional Hindi news-paper for payment of due amount within 15 days from the date of publication of such notice, failing which allotment may be cancelled without any obligation on the Developer to take any further steps. In the event of such cancellation, the Allottee shall have no right/title or interest in the Flat and the Developer shall be at liberty to sell / transfer the Flat to any other person at their sole discretion. In such event, the Developer shall be entitled to forfeit Rs. 25,000/- paid by the Allottee at the time of Application and interest component @ 15% on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Developer) and the balance amount shall be refunded to the Allottee.

4. POSSESSION OF THE FLAT:

- 4.1 The Developer shall offer possession of the Flat to the Allottee(s) within 4 years from the date of approval of Building Plan or Environment Clearance, whichever is later, unless there is delay due to “force majeure”, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project, Allottee(s) having timely complied with all its obligations, formalities or documentation, as per agreed terms & conditions, including but not limited timely payment of Total price as per payment plan, Stamp duty and Registration fee. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Flat.

The Developer, within 60 days of obtaining the occupation certificate, shall offer in writing the possession of the Flat, to the Allottee(s) as per terms of this Agreement through issuing a written Notice (Possession Notice) upon the Allottee to complete the following requirements within 30 (Thirty) days of the date of Possession Notice:-

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- a. Payment of unpaid amount, if any, either in terms of this Agreement or as per Provisions of law;
 - b. Payment of the entire stamp duty, registration charges and other administrative, clerical and other incidental charges; and
 - c. Execution of necessary documents, as may be required by the Developer in its Format and to get the stamped and registered as per provisions of applicable law.
- 4.2 The Developer shall, upon receipt of all payments and execution of required documents, permit the Allottee to assume possession of the said Flat.
- 4.3 The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Developer/association of Allottees/ competent authority, as the case may be.
- 4.4 Upon receiving a written intimation from the Developer as mentioned above, the Allottee shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Allottee as per terms and condition of the agreement.
- 4.5 In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided as aforesaid, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in this Agreement.
5. EVENTS OF DEFAULTS AND CONSEQUENCES:
- 5.1 Subject to the “force majeure”, Court orders, Government policy/ guidelines, decisions, the Developer shall be considered under a condition of Default, in the following events:
- a. Developer fails to provide ready to move in possession of the developed Flat alongwith Two Wheeler Parking (if applicable) to the Allottee within the time period specified herein or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this paragraph, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate has been issued by competent authority.

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- b. Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
 - c. In case of Default by Developer under the conditions listed above, Allottee is entitled to the following:
 - (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by rectifying the default and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat, along with interest at the rate 15% per annum for every month of delay within ninety days of receiving the termination notice;
 - (iii) Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate 15% per annum, for every month of delay till the handing over of the possession of the Flat alongwith Two Wheeler Parking (if applicable), which shall be paid by the Developer to the Allottee within ninety days of it becoming due.
- 5.2 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- a. The Allottee fails to pay the agreed Total Cost, or part thereof, within the stipulated time as per Payment Plan or fails to comply with any other terms or conditions of this Agreement;
 - b. All the payments to be made by the Allottee shall be subject to realization. In case of dishonor of any cheque or other mode of payment, the same shall amount to non-payment and constitute a default under this Agreement. In such an eventuality, without prejudice to other rights and remedies available to the Developer, the Developer shall be entitled to and the Allottee shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges and litigation expenses (if any) to the Developer.
 - c. Failure to take possession of the Flat, within the time provided in the Possession Notice;

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Allottee/s Signature

- d. Failure of execute the Conveyance Deed or any other document required to be executed by the Developer, within the time stipulated herein or the demand notice;
- e. Failure to pay any taxes and/or other charges including stamp duty, legal charges, registration charges or any other incidental charges, in terms of this Agreement;
- f. Any other breach of provisions of this Agreement or the Policy by the Allottee.

In case of Default by the Allottee under the conditions listed above, Developer is entitled to take action as per provisions of Para No 3.4 above.

6 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Developer to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against Flat alongwith Two Wheeler Parking (if applicable), if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Developer to adjust his payments in any manner.

7 TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Flat alongwith Two Wheeler Parking (if applicable) to the Allottee(s) and the common areas to the association of Allottees or the competent authority, as the case may be.

8 CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

- 8.1 The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/website (as the case may be) regarding the project(s) where the said Flat alongwith Two Wheeler Parking (if applicable) is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer.
- 8.2 The Developer shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans

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approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed under the Policy and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Developer shall constitute a material breach of the Agreement.

9 REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE:

- 9.1 The Allottee has the right to execute, deliver and perform his obligations under this Agreement and all necessary actions and approvals including Government Authority or a third party approval have been validly obtained to authorize such execution, delivery and performance.
- 9.2 The Allottee understands that the Application, Allotment, Sale & Purchase, Price of the Flat is governed by the provisions of Haryana Affordable Housing Policy, 2013 notified by Government of Haryana vide Notification No. PF- 27/48921 dated 19th August 2013 and any amendments thereto and the Allottee agrees to abide by all the rules & regulations of the Policy. The Allottee agree that in no situation, any act done or abstain to be done by the Developer in terms of provisions of the Policy shall be called in question by the Allottee.
- 9.3 As desired by the Allottee, the Developer has allowed the inspection of the title and other documents of the Project as well as records relating to the license, building plans etc. in respect of the Said Land as well as the competency of the Developer to develop, market and transfer the allotted units to the Allottee(s) to the satisfaction of the Allottee herein. The Allottee has perused and verified the aforesaid documents and papers kept in book at site/head office and agreed that the Developer is fully competent to develop the Project and authorized to execute this agreement for the allotment and sale of the Flat in the manner contemplated herein. The Allottee has further agreed that the building plans are tentative and the size, dimension and location of the Flat are subject to modification and/or deletion as the case may be either at the instance of the Developer or the concerned authority from time to time till the completion of development of the Project.
- 9.4 The Allottee acknowledges that the Developer has readily provided all information, clarification as required by him/her/their/it's up to him/her/their/its satisfaction and that the Allottee has not relied upon and is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, or otherwise, made by the Developer, its selling agents/brokers or any other person including but not limited to any

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representations relating to the description or physical condition of the Said Land, the buildings, the location, the size or dimensions of the said Flat, the rooms therein, any other physical characteristics thereof or the service to be provided by the Allottee, the estimate facilities/ amenities to be made available to the Allottee, or any other data or promises or assurances except as specifically represented in this agreement and the Allottee has solely relied on his own judgment and investigation in deciding to enter into this agreement and to purchase the said Flat and that this Agreement is self-contained and completed in all respects and supersedes all earlier communications oral or written or any other representations or statements, if any made between the Developer and the Allottee directly or indirectly in any manner whatsoever.

- 9.5 The Allottee has confirmed to the Developer that he/she/it is entering into this agreement with full knowledge of all existing laws, rules, regulations, notifications, etc. applicable to the Affordable Residential Group Housing in general and the said Flat in particular and is aware of the terms and conditions contained in this Agreement and the Allottee has clearly read and understood his/her/their/its rights, duties, responsibilities and obligations contained under each and every clause of this Agreement and the respective obligations of the Developer as written hereunder.

10. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

- 10.1 The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 10.2 The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 10.3 All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Flat being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Flat and for common areas;
- 10.4 The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

Developer's Signature

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- 10.5 The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- 10.6 The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement;
- 10.7 The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule Property;
- 10.8 The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities, till the handover of possession of the Flat to the Allottee or Association of Allottees, as the case may be;
- 10.9 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/ or the Project.
11. CONVEYANCE OF THE SAID UNIT/ FLAT:
- 11.1 The Allottee undertakes to execute a conveyance deed with respect to the said Flat preferably within such period as intimated by the Developer in writing, failing which the Allottee shall be solely liable for all consequences arising from such failure to execute the Conveyance Deed including but not limited to increase in statutory expenses like Stamp duty or registration fee or any other fee/duty/tax/cess payable in respect thereof.
- 11.2 As per the provisions of the Policy, the Allottee shall not transfer/sell/ alienate with the Flat up to one year after getting the possession of the Flat. Breach of this condition will attract penalty upon the Allottee equivalent to 200% of the total price of the Flat. The Penalty will be deposited in the "Fund" administered by the Town and Country Planning Department so that the infrastructure of the State can be improved. Failure to deposit such penalty shall result in resumption of the flat and its re-allotment in consultation with the Department.

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- 11.3 The transfer of property through execution of irrevocable General Power of Attorney (GPA) where the consideration amount has been passed to the executor or any one on his behalf, will be considered as sale of the property and same will be counted as breach of terms and conditions of the policy. Penal proceedings as per the prescribed provisions above shall be initiated.
- 11.4 Provided that, the unit/ Flat is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas agreed. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Developer.
12. MAINTENANCE OF THE SAID BUILDING / FLAT / PROJECT:
- 12.1 The Allottee agrees that from the date of grant of occupancy certificate by the concerned authority, the electricity consumption charges, water consumption charges and the cost of human resources including but not limited to guards, workmen, sweeper, gardener etc. shall be distributed and payable by the Allottee in proportion to the Area of said Flat to the total area of the Complex/Project.
- 12.2 The Developer shall be responsible to provide and maintain essential services in common areas of the Project till 5 years from the grant of Occupancy Certificate of the Project by the concerned authority except the electricity consumption charges, water consumption charges and the cost of human resources as mentioned in clause 12.1 above which shall be payable by the Allottee only. Any tax on maintenance charges shall be separately and proportionately born by the Allottee.
- 12.3 After 5 years from the date of grant of occupancy certificate by the concerned authority,, common areas of the project shall be transferred to the association of Flat Owners (Association) constituted under the Flat Ownership Act, 1983, for maintenance of the Common Areas of the Project. Upon completion of 5 years and transfer as aforesaid, the Developer shall have no obligation to provide any maintenance services in the Project.
- 12.4 The Developer shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services of the Common Areas, as aforesaid, and the Allottee(s) agrees to permit the Developer to enter into the Flat after giving due notice with a view to rectify such defect(s).

Developer's Signature

Allottee/s Signature

- 12.5 The Allottee also undertakes that he/she shall become a member of the Association as aforesaid and do all such acts, deeds and things as desired by the Developer for the aforesaid purpose.
- 12.6 The Allottee shall use common areas of the project harmoniously with other occupant of the Project without causing any hindrance or inconvenience to them. Further, use of such common areas shall always be subject to payment of maintenance charge by the Allottee as and when demanded by the Association / maintenance agency / the Developer, as the case may be.
- 12.7 The common areas and the facilities in the Project shall continue to vest in the Developer and shall always deemed to be in the possession of the Developer till such time as these or portions thereof are handed over to the Association.
- 12.8 The Allottee shall use the Flat only for the residential purpose and shall not use or permit to use for any purpose whatsoever other than the purpose specified in this Agreement.
- 12.9 The Allottee shall, after taking possession, be solely responsible, at his own cost, to maintain the Flat alongwith Two Wheeler Parking (if applicable), in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Flat alongwith Two Wheeler Parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to Flat alongwith Two Wheeler Parking (if applicable) and keep the Flat alongwith Two Wheeler Parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 12.10 The insurance of the Flat along with the interiors/contents inside the Flat shall be responsibility of the Allottee only and the Developer shall, in no case, be responsible for any theft, fire, loss, negligence or omission in this regard.
- 12.11 The Allottee/ Association of Allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

Developer's Signature**Allottee/s Signature**

- 12.12 The Allottee/ Association of Allottees shall not store any hazardous or combustible goods in the Flat and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Developer/ Allottees/ association of Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of Allottees shall also not remove any wall, including the outer and load bearing wall of the Flat and parking (if applicable), as the case may be.
- 12.13 The Allottee acknowledges that the electricity supply shall be connected upto a single point in the said Flat along with internal wiring and electricity switches. Rest of the electric fittings has to be done by the Allottee himself at his own cost. It is further agreed by the Allottee that he/she shall be exclusively responsible for the payment of electricity bill directly to the Government authority or maintenance Company, as the case may be, in respect of consumption of electricity as recorded in the energy meter provided for separate recording of the electricity consumption of the Flat. The electricity charges shall be applicable as per the Haryana Electricity Regulatory Commission regulations 2014.
- 12.14 The electricity installation charges or fee deposited with the Government authorities are not included in the Total Cost of the Flat. The Developer shall apply for sanction of electric load as per the requirements of the entire complex from the Government authorities i.e. UHBVN Limited and the cost of such deposit/fee/installation shall be distributed & payable by the Allottee in proportion to the area of said Flat to the Total Area of the complex /Project at the time of taking over of the said Flat by the Allottee. The cost of electricity meter (prepaid) and its operation/installation and other charges related thereto shall also be payable by the Allottee only.
- 12.15 The Allottee/ Association of Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottees and/ or maintenance agency appointed by association of Allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 12.16 The Allottee or the Association of Flat Buyer's shall not at any time use or display or caused to be used or displayed the word "Emperium Happy Homes" or its logo in any manner or in any activity or object of the association or otherwise whatsoever, save and except the name of the project as "Emperium Happy Homes" and the name of Association as decided by the Company.
13. MUNICIPAL PROPERTY TAX AND OTHER UTILITY CHARGES:

Developer's Signature

Allottee/s Signature

After the physical handover of the possession of the Said Flat in favour of the Allottee(s) or after the expiry of the period for taking the possession prescribed in the Possession Notice, whichever is earlier:

- 13.1 The Allottee(s) shall pay municipal/property Tax by whatsoever name called, levied or to be levied, by any Governmental Authority, from time to time on the Said Flat.
- 13.2 So long as the Said Flat is not separately assessed, the Allottee(s) shall pay a share of such Taxes, liabilities, if any, in proportion to the Carpet Area of the Said Flat to the maintenance agency or to the Developer, who, on collection of the same from the Allottee(s), shall deposit the same with the concerned Governmental Authorities.
- 13.3 The Allottee(s) shall be responsible to pay to concerned Governmental Authorities all charges pertaining to consumption of electricity, water, telephone, sewage and other utility services in respect of the Said Flat as per the bills raised.
- 13.4 All charges payable to concerned Governmental Authorities for obtaining services/connections to the Said Flat, like electricity, telephone, water etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allottee(s).

14. INSURANCE:

- 14.1 After receiving of Occupation Certificate from the competent authority of the Said Flat, the Developer or the Association, as the case may be, may get the Project along with the Common Area insured against fire, earth-quake and civil commotion at the expenses of the Allottee(s), provided all the occupiers/Allottee(s)s of the flats in the Project pay and continue to pay the proportionate charges to be incurred by the Developer or the Association, as the case may be. The Allottee(s) shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. Such charges shall be integrated with the monthly maintenance charges.
- 14.2 The Allottee(s) shall be liable to obtain insurance of the Said Flat on his/her own cost and expenses.

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project Emperium Happy Homes, shall be earmarked for purposes such as

Developer's Signature

Allottee/s Signature

electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

16. HARYANA FLAT OWNERSHIP ACT, 1983:

- 16.1 The Allottee confirms and assures the Developer that prior to execution of this Agreement, he/she has completely read and understood the provisions of Haryana Flat Ownership Act, 1983 and he is in full agreement with the provisions of this Agreement in terms of this Act and shall comply with all provisions of this Act or any statutory modification thereof or any other law for the time being in force.
- 16.2 The Flat and the Building in which it is located is subject to the Provisions of Haryana Flat Ownership Act, 1983 and the common areas and undivided interest of the Allottee in the common areas, as specified by the Developer in the Declaration which may be filed by the Developer in terms of this Act, shall be conclusive and binding upon the Allottee.

17. DEFECT LIABILITY:

- 17.1 The Allottee confirms that the Developer shall not be liable for any such structural/ architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.
- 17.2 The Allottee hereby agree and confirm that all fittings, fixtures, Flat level equipment whatsoever like Company fittings, toilet fixtures etc. shall be made functional at the time of handing over the possession of the said Flat but the maintenance thereof shall be the sole responsibility of the Allottee only. Further, intrinsically degradable items including but not limited to tiles, stones, marbles, wooden items, glass, iron material aluminum material, doors, walls, floors, windows and like nature shall not be covered under the Defect Liability.

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

The Parties are entering into this Agreement for the allotment of a Flat alongwith Two Wheeler Parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

19. ADDITIONAL CONSTRUCTIONS:

Developer's Signature

Allottee/s Signature

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed other than in the manner provided in the Act.

20. LOAN/ MORTGAGE / CHARGE:

- 20.1 The Developer, by itself or through its Nominee(s) may prior execution of this Agreement raise finance from any Bank/Financial Institution / Body Corporate or otherwise for development and construction of the Project and for this purpose create mortgage or charge in favor of such institution/person and for such an act the developer shall be deemed to have necessary consent of the Allottee. However if any such mortgage or charge is made or created after execution of this Agreement, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat and Two Wheeler Parking (if applicable). The Developer shall release such charge on the said Flat, if any, before execution and registration of conveyance deed of the Flat in his/her favour.
- 20.2 In case, the Allottee wants to avail any Loan facility from his employer / Financial Institution / Bank to facilitate the purchase of the Flat, the Developer shall facilitate such process. However, the terms & conditions of Financing Agency shall be exclusively binding upon the Allottee only and the responsibility of getting the Loan sanction from such Financing Agency shall rest exclusively only upon the Allottee. The Allottee confirms and assures that in the event loan not being sanctioned or delayed, due to any reason whatsoever, the payment to the developer, as per the Payment Plan shall be ensured by the Allottee, failing which all provisions in relation to delayed payment shall apply.

21. ALLOTTEE(S)'S COVENANTS:

- 21.1 The Allottee(s) shall not use or allow to be used the Said Flat for any purpose other than residential or for carrying out any activity that may cause nuisance to other Allottee(s) in the Project. The Allottee(s) shall not do nor cause to be done any act which may cause obstruction for use of the other flats by their occupiers.
- 21.2 The Allottee(s) shall maintain the Said Flat, including walls and partitions, in a good tenantable repair, state, order and condition in which it is delivered to them and in particular support, shelter and protect the other parts of the Said Flat. Further, the Allottee(s) will neither himself do, nor permit anything to be done, which damages any part of the adjacent flat etc., or violates the rules or bye-laws of the local authorities or

cause breach of the Policy in any manner. If, however any alterations in the area already handed over to the Allottee(s), relating to the Said Flat is required to be carried out at the instance of or at the directions of the Government Authority or in any way pursuant to any statutory obligations, the same shall be carried out by the Allottee(s) with the cooperation of the other occupants at his/their own cost under the guidance of the Developer. The Developer shall not in any manner be liable or responsible for the same and shall not bear the cost of such alterations, however, it has to be ensured that the, fire fighting detection arrangements and installations and other services are not disturbed in any way. In case any partition, internal decorations, false ceilings etc. of temporary nature, are carried out by the Allottee(s), then all necessary permissions from the Government Authority (if any required) will be obtained by the Allottee(s) directly at his own expense.

- 21.3 Any breach of this provision shall enable the Developer to seek remedies available under Applicable Laws including but not limited to payment of liquidated damages.
- 21.4 The Allottee(s) shall not harm or permit any harm or damage to be caused to the peripheral walls, front, side and rear elevations of the Said Flat, in any form or remove any walls of the Said Flat including load-bearing / common walls. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and shall not carry out any change in the exterior elevation and design.
- 21.5 The Allottee(s) may undertake minor internal alterations in the Said Flat only with the prior written approval of the Developer / maintenance agency/Association. The Allottee(s) shall not be allowed to affect any of the following changes/alterations.
- a. Changes, which may cause damage to the (columns, beams, slabs etc) of any part of adjacent Flat(s). In case damage is caused to an adjacent flat or Common Area, the Allottee(s) will get the same repaired at his own cost and expenses.
 - b. Changes that may affect the facade of the Said Flat (e.g. tampering with external treatment, changing the paint colour of external walls, hanging or painting of signboards etc.) and
 - c. Making encroachments on the common spaces in the Project / Said Building.
- 21.6 The Allottee(s) will allow the Developer and/or the Association access to and through the Said Flat for the purpose of maintenance works of electricity and other items of common interest etc.

Developer's Signature

Allottee/s Signature

- 21.7 The Allottee(s) may get insurance of the contents lying in the Said Flat at his/her/their own cost and expenses. The Allottee(s) shall not keep any hazardous, explosive, inflammable material in the Said Flat. The Allottee(s) shall always keep the Developer/Association harmless and indemnified for any loss and/or damages in respect thereof.
- 21.8 The Allottee(s) hereby undertake to abide by all laws, rules and regulations of DGTCP or any other designated authority from time to time or any other laws as are applicable to the Said Flat from time to time.
- 21.9 If it is discovered at any stage that the Allottee(s) has obtained the allotment of the Said Flat by suppression of any facts or by any misstatements, misrepresentations, or fraud then the allotment shall become void at the option of the Developer.
- 21.10 All the conditions of the Policy, or any other amendments, modifications, directions etc., issued there under shall always remain binding on the Allottee(s) and his/her successor(s).
- 21.11 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in FEMA, Reserve Bank of India Act, 1934 and, - "i" the rules and regulations made there under and all other Applicable Laws including that of remittance of payment acquisition, sale or transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement, shall be made in accordance with the provisions of FEMA and the rules and regulations of the RBI or any other Applicable Law. The Allottee(s) understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the RBI, he may be liable for any action under the FEMA or other Applicable Laws, as applicable.
- 21.12 The Developer accepts no responsibility in regard to matters specified in Clause 21.11 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same, in writing, to the Developer immediately and comply with necessary formalities, if any, under the Applicable Laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Flat applied for herein, in any way, and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

Developer's Signature**Allottee/s Signature**

22. FORCE MAJEURE

22.1 “Force Majeure Event” shall mean all events which, by all reasonable means, are beyond the control of the Developer, and which cannot be prevented or caused to be prevented despite the adoption of reasonable precaution / diligence and which has a material and adverse effect on the total or partial performance by the Developer of its obligations under this Agreement and that includes, but not limited to the following:

- a. Act of God like earthquakes, typhoons, flood and other natural calamities;
- b. Explosions of accidents, fire, war, terrorism, bandh, riots, violence, tempest;
- c. Lockouts and strikes (not of employees, contractor’s, sub contractor of either Party);
- d. Non-availability or inadequate supply of steel and/ or cement or other building materials, or water or electric power or labour, slowdown due to any reason whatsoever;
- e. Change of law, act, notification, prohibitory order, injunction, direction from any Government Authority that prevents or restricts the Developer from complying with any or all of terms & conditions of this Agreement;
- f. Any Legislation, order, rule of government and/ or any other public or competent authority or if competent authority refuses, delays, withholds, denies the grant of necessary approvals of the said Flat/ Building for any amenities, facility intended to be created therein or issues relating to such approvals, permissions, notice by the competent authority becomes subject matter of any suit/ writ/ litigation before a competent court of law or for any reason beyond the control of the Company; and
- g. Acts of government or public agencies, civil disturbances, terrorism or act of god or any other events which cannot be reasonably foreseen, prevented or controlled.

22.2 The Developer shall not be held responsible or liable for not performing any of its obligation or undertakings provided herein if such performance is prevented due to Force Majeure Event.

22.3 In the event, the offer of possession of the Flat is delayed due to Force Majeure, the time for offering possession shall automatically stand extended till such time the delay is occurred due to Force Majeure Event. The Allottee shall not be eligible for any compensation for such delay.

Developer’s Signature

Allottee/s Signature

- 22.4 However, if it becomes impossible for the Developer, on account of Force majeure event, to implement the project, the Allottee agree(s) that this Agreement and the Allotment shall stand terminated and the Developer shall be liable only to refund the amounts received from the Allottee within 45 days from the day, the Developer confirms that it has become impossible for the Developer to implement the Project. However, the developer shall give 30 days prior notice to the Allottee. The Allottee confirms that, upon repayment of the entire amount he/she shall not have any right/title/claim against the Developer and the Developer shall be released from all its obligations and liabilities under the Agreement.

23. INDEMNITY

The Allottee hereby expressly undertake to indemnify and hold the developer and its Affiliates, and their respective directors, officers, agents and employees harmless from and against all claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or causes of action brought against or incurred by the Developer and its Affiliates, and their respective directors, officers, agents and employees arising out of or due to or caused by or attributable to breach of any terms or conditions of this Agreement or any provisions of Law or otherwise due to any other act of omission or commission on the part of Allottee. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission or omission on the part of guests, occupants, representatives and/or any other person claiming under the Allottee. This indemnity is without prejudice to any other remedy provided herein and/or available under the Applicable Law.

24. BINDING EFFECT:

- 24.1 By just forwarding this Agreement to the Allottee by the Developer, does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Developer have an obligation to execute the agreement and also register the said agreement, if required, as per the provision of the relevant Act of the State. The Allottee shall be liable to pay all expenses like Stamp duty or registration fee or any other fee/duty/tax/cess payable in respect to the execution and/or registration of this Agreement, as aforesaid.

Developer's Signature

Allottee/s Signature

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

25. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat and parking (if applicable). The terms & conditions of this Agreement shall not be changed or modified except by written amendments, duly agreed between the parties.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) /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 Flat and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Flat and parking (if applicable) in case of a transfer, as the said obligations go along with the Flat and parking (if applicable) for all intents and purposes.

27. WAIVER NOT A LIMITATION TO ENFORCE:

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

Developer's Signature

Allottee/s Signature

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

28. SEVERABILITY:

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/ carpet area of the Flat and Two Wheeler Parking (if applicable) bears to the total area/ carpet area of the entire Project.

30. FURTHER ASSURANCES:

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

31. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, as desired by the Developer. After the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, the said Agreement, if required, be registered as per provisions of the relevant State Act at Haryana. Hence this Agreement shall be deemed to have been executed at Panipat

Developer's Signature

Allottee/s Signature

32. NOTICES:

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post/Courier/Speed Post at their respective addresses and/or email specified below (or to such other address and/or email as the recipient party has notified, in writing, to the other Party):

MR./ MS. _____

H.NO.- _____

**M/s Emperium Realty Pvt. Ltd.
Emperium Happy Homes, Sector-1A, Panipat, Haryana**

It shall be the duty of the Allottee to inform the Developer regarding any change in address (Email) subsequent to the execution of this Agreement in failing which all communications sent the above address shall be deemed to have been received by the Allottee.

33. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees. However, all the Allottees agree that they shall remain jointly and severally liable to the Developer for their entire obligation under the Agreement.

34. SAVINGS:

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

35. GOVERNING LAW:

The rights and liabilities of the Parties under the Agreement shall be construed and governed in all respects by the substantive laws of India. The courts in Gurgaon shall have exclusive jurisdiction to adjudicate any matter involved hereunder.

Developer's Signature

Allottee/s Signature

36. DISPUTE RESOLUTION:

- 36.1 All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion.
- 36.2 Failing such amicable settlement, after a period of 30 (thirty) days, such dispute shall be referred to Arbitration and resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any modifications or any succeeding act thereof.
- 36.3 Each Party shall appoint one arbitrator each and the two arbitrators so appointed shall appoint a third presiding arbitrator. The proceedings shall be conducted in English and the place and venue of arbitration shall be held in Gurgaon only.
- 36.4 The decision of the arbitrators shall be final and binding on the Parties. The cost of arbitration shall be mutually shared by the Parties unless the award determines to the contrary.
- 36.5 During the Arbitration proceedings, the responsibilities and obligations of the Parties set out in this Agreement shall subsists and Parties shall perform their respective obligations continuously except for that part which is the subject matter of the dispute under consideration.

37. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which shall be an original but all of which shall together constitute one and the same instrument. One set of this Agreement shall be executed on non judicial stamp paper of Rs. 100/-. The Developer shall retain photo copy of this Agreement and the Allottee(s) shall retain original copy.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Developer's Signature

Allottee/s Signature

(1) Signature: _____

Name: MR./ MS. _____

Address: H.NO.- _____

(2) Signature: _____

Name: MR./ MS. _____

Address: H.NO.- _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer: (M/s Emperium Realty Pvt. Ltd.)

(1) Signature (Authorised Signatory): _____

Name: MR. _____

Address: _____

At Panipat on _____ in the presence of:

WITNESSES:

1. Signature: _____

Name: _____

Address: _____

2. Signature: _____

Name: _____

Address: _____

Developer's Signature

Allottee/s Signature