TERMS & CONDITIONS

1. The intending allottee(s) has applied for allotment of residential unit / flat with full knowledge and subject to all the laws / notifications and rules applicable to this area in general which have been explained by the company and understood by him/her.

2 .The intending allottee(s) has fully satisfied himself / herself about the interest and the title of the company in the said land on which the unit/flat will be constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the intending allottee(s) in this respect.

3. The intending allottee(s) has accepted the plans, designs, specifications which are tentative and are kept at the company's offices and agrees that company may effect such variations, additions, alterations, deletions and modifications therein as it may in its sole discretion deem appropriate and fit or as may be done by any competent authority and the intending allottee(s) hereby gives his/her consent to such variations / additions / alterations / deletions and modifications.

4. The company shall have the right to effect suitable and necessary alterations in layout plan, building plan if and when necessary which may involve all or any of the changes, namely change in the position of unit/flat change in its number, dimensions, height, size, area layout or change of entire scheme.

5. The super area means and includes the covered area plus proportionate share of common areas such as projections, corridors, passages staircases, underground /overhead water tanks, murnties, entrance lobbies, electric sub-stations, pump house, shafts, guard rooms, lifts, lift rooms and other common facilities etc. The covered/built up area of the unit/flat shall include entire carpet area and areas under toilets, kitchen, internal circulation, internal walls, proportionate area under external walls, areas under balconies, lofts, cupboards etc. The method of calculation of saleable area as stated herein shall be final and binding upon the parties.

6. The company and the intending allottee(s) hereby agree that amount paid with the application for booking and in installments as the case may be to the extent of 15% of the sale price of the unit/flat will collectively constitute the earnest money. The earnest money shall be forfeited in case of non fulfillment of these terms and conditions and those of allotment letter / agreement and also in the event of failure by the intending allottee(s) to sign the allotment letter / agreement within the time allowed by the company.

7. The timely payment of installments is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest @ 24% per annum on the delayed payments and the Company reserves its right to forfeit the earnest money in event of irregular / delayed payments / non-fulfillment of terms of payment and the allotment may be cancelled at the sole discretion of the Company.

8. The intending allottee(s) agrees to reimburse to the Company and to pay on demand all taxes including service tax, VAT levies or assessments whether levied now or leviable in future on land and/or the buildings as the case may be from the date of application.

9. The Company shall endeavor to give the possession of the unit/flat to the intending allottee(s) within period of 36 months with a grace period of 6 months from the date of start of foundation of the particular tower in which flat/apartment is booked, subject to force majeure circumstances as per the Agreement and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the sale price and other charges due, if any and payable up to the date of possession according to the payment plan applicable to him/her. The Company on completion of the construction shall issue final call notice to the ntending allottee(s) who shall within 30 days thereof remit all dues and take possession of the unit/flat but in the event of his / her failure to take possession for any reason whatsoever, he/she shall be deemed to have taken possession of the allotted unit/flat and shall bear all maintenance charges and any other levies on account of the allotted unit/flat.

10. The intending allottee(s) of the unit/flat shall pay necessary charges including security deposit for maintenance and upkeep of the complex and providing the various services as determined by the Company or its nominated agency and as and when demanded by the Company or its nominee(s). This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agrees and consents to this arrangement and will not question the same singly or jointly with other buyers.

1 1. The Sale Deed shall be executed and got registered in favour of the intending allottee(s) within the reasonable time after the completion of development work / construction at the site and after receipt from him/her full price and other connected charges, if any. Cost of stamp duty and registration / mutation, documentation charges etc., as applicable will be charged extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay as and when demanded by the Company, stamp duty and registration charges / mutation charges and all other incidental and legal expenses for execution and registration of sale deed / mutation of the unit/flat in favour of the intending allottee(s).

12. The intending allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by registered A/D letter about all subsequent changes, if any in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment andlpther consequences that might occur therefrom. In all communications, the reference of property booked must be mentioned clearly.

13. The company shall have the first lien and charge on the said unit/flat for all its dues and other sums payable by the intending allottee(s) to the Company.

14. Unless a 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 this agreement shall not give to the intending allottee(s) any right or title or interest thereon.

15. The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.

16. Delhi Courts alone shall have jurisdiction in all matters arising out of/touching and/or concerning this transaction.

17. The intending allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc., on the external facade of the building or anywhere on the exterior of the building or common areas. The intending 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 carryout any change in the exterior elevation or design.

18. In case there are joint intending allottee(s), all correspondences shall be sent by the Company to the intending allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottee(s) and no separate communication shall be necessary to the other named intending allottee(s). The intending a llottee(s) has agreed to this condition of the Company.

19. The intending allottee(s) agrees that the sale of the unit/flat is subject to force majeure clause which interalia include delay on account of non-availability of steel, cement or other building materials or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reason of war or enemy action or earthquake or any act of god, delay in certain decisions / clearances from statutory body(ies) or if non delivery of possession 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 of delivery of possession of the said premises of the said premises on account of force majeure circumstances.

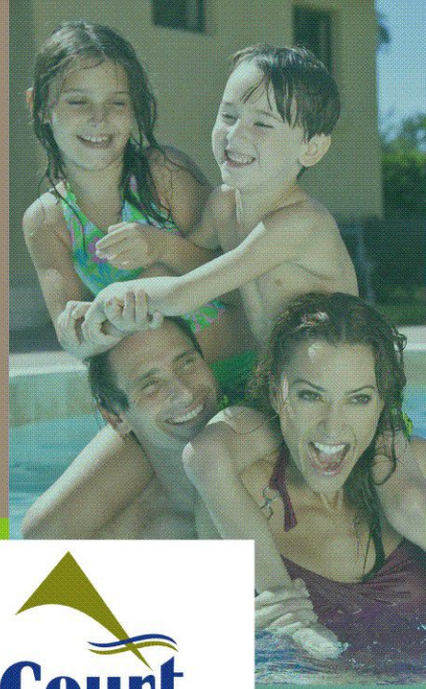
The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the intending allottee(s) for the period of delay/ suspension of scheme.

In consequence of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without-any interest or compensation whatsoever.

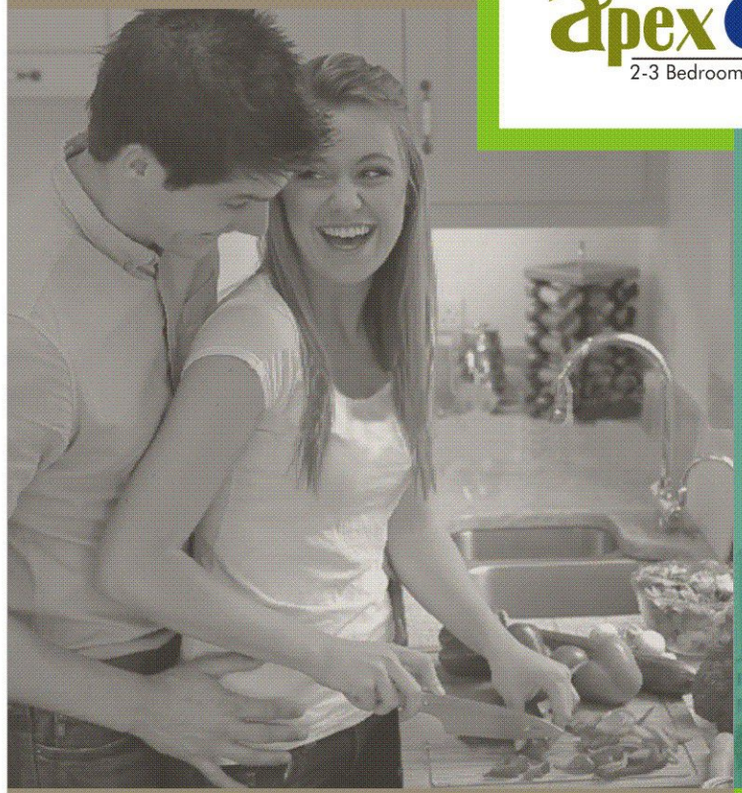
I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

(Signature of First Applicant) (Signature of Second Applicant) (Signature of Third Applicant)

Date :_____



Your future paradise for your love ones



Apex Court

2-3 Bedroom Luxury Apartments

- Earthquake Resistance Building.
- Land Alloted by Greater Noida Authority.
- Two Side Open Plot.
- 24x7 Security with CCTV Camera.
- Club with Gym, Swimming Pool Pool Table, Table Tenni.
- Community Hall for Get Together.
- Separate Play Area for Toddlers & Kids.
- Wi-Fi Enabled Complex.
- Convenient Shopping within the Project.
- Each Flat is Three Side Open.

APPLICATION FORM

APEX INFRAVENTURES PVT. LTD.

Apex Court
2-3 Bedroom Luxury Apartments

PLOT No. - GH-01 A, SECTOR-12, GRATER NOIDA WEST,
MOB.:8802367870

REGISTRATION FORM

Name of the First Applicant : _____

Son/Wife/Doughter of : _____

Residential Address : _____

_____

_____

Affix Latest Passport size Photograph of First Applicant

Telephone : (O) _____(R)_____

Mob. _____Email : _____

Name of the Applicants 1._____

2._____

Correspondence Address : _____

_____

_____

_____

Affix Latest Passport size Photograph of First Applicant

Telephone : (O) _____(R)_____

Mob. _____Email : _____

*( ) Tick whatever is applicable :

Residential Status : Resident ☐ NRI ☐ Others ☐

PAN No. _____Ward _____

Details of Property : Tower No. _____ Unit No. _____

Super Area (Approx.) _____(Sq. ft.)

Cost : Basic Rate _____ (Per Sq. ft.) Basic Cast _____(Rs.)

PLC _____ (Per Sq. ft.) PLC Cast _____(Rs.)

EDC/IDC _____ (Per Sq. ft.) EDC/IDC _____(Rs.)

Car Parking _____ (Rs.) Club Membership _____(Rs.)
(Open / Reserved)

Othe_____

Payment Plan : Down Payment Plan ☐ Construction Linked Plan ☐ Time Linked Pan ☐

I / We undersigned request that aforesaid unit may be allotted to me / us as per Company's terms and condition which I / We have read and understood and shall abide by the same stipulated by the company.

I / We further agree to sing and execute any necessary agreement, as and when desired by the Company on the Company's standard format.

I / We remit herewith a sum of Rs. _____(Rupees _____

_____) By Bank Draft / Cheque No. _____

_____Drawn _____

Direct / Broker _____

_____

1._____
Signature of 1st Applicant

2._____
Signature of 1st Applicant

3._____
Signature of 1st Applicant

Date : _____

FOR OFFICE USE

1) Application : Accepted :

2) Details of the Property :

I. Tower No._____Unit No. _____

II. Supe Area (Approx.) _____ (Sq. ft.)

III. Basic Rate _____ (Per Sq. ft.) Basic Cost

IV. PLC _____ (Per Sq. ft.) PLC Cast _____(Rs.)

V. EDC/IDC _____ (Per Sq. ft.) EDC/IDC _____(Rs.)

VI. Car Parking _____ (Rs.) Club Membership _____(Rs.)
Open / Reserved)

VII. Other (If any) _____

VIII. Total Price (Rs.) _____

IX. Remarks : _____

_____

Received By : _____ Approved By : _____

Date : _____