

## ALLOTMENT CUM FLAT BUYER AGREEMENT

THIS AGREEMENT is made at Noida on this Date: DD/MM/YYYY.

### BETWEEN

**M/s. Apex Infraventures Pvt. Ltd**, a Company duly constituted and registered under Companies Act, 1956, having its registered office at “**F-25, Mansarovar Garden, New Delhi-110015**” and Site Office at “**Plot No.- GH-01A, Sec-12, Greater Noida**”, hereinafter referred to as “**the Developer**” (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest, assigns and legal representatives) through its director/authorized signatory Mr. \_\_\_\_\_  
\_ duly authorized by board resolution of the ONE PART;

### AND

#### **I. FOR INDIVIDUALS/JOINT PURCHASERS**

- a.
- b. N/A

(\*To be filled In case of joint purchasers)  
(hereinafter singly/ jointly, as the case may be, referred to as the ‘Allottee’ which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the OTHER PART.

#### **II. FOR PARTNERSHIP FIRMS**

\*\*M/s. N/A , A partnership firm duly registered under the Partnership Act through its authorized representative/ partner Sh./ Smt. N/A (hereinafter referred to as the ‘Allottee’ which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART AND WHEREAS the Partnership Firm is competent to enter into this Agreement.

#### **III. FOR COMPANIES**

\*\* M/s. N/A a Company registered under the Companies Act.1956, having its registered office at N/A through its duly authorized signatory N/A authorized by Board Resolution dated N/A (hereinafter referred to as the “Allottee” which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.

### **DEVELOPER'S REPRESENTATIONS:**

- A. **WHEREAS** Sh. Prem Singh S/o Sh. Heera Singh, Sh. Sohan Lal S/o Sh. Chandra Bhan, Smt. Dhanpali W/o Sh. Chandra Bhan Singh, Sh. Satpal S/o Sh. Khazan Singh, Sh. Om Prakash S/o Sh. Khazan Singh, Smt. Ramo Devi W/o Sh. Harbans, Smt. Lalita W/o Sh. Satish, Sh. Ram Singh S/o Sh. Jai Kishan, Sh. Bhuli Singh S/o Sh. Samay, Sh. Karan Singh S/o Sh. Ram Prasad, Sh. Madan Pal S/o Sh. Harbal, Sh. Dighamber S/o Sh. Vijay Pal and Sh. Dayachand S/o Sh. Ramman was jointly allotted group housing plot bearing no. GH-01A, Sector-12 admeasuring 4740 Sq. Mtrs. by Greater Noida Industrial Development Authority. The lease deed of the said plot was executed in favour of the above mentioned allottees on 06.09.2011 and was registered with the Sub-Registrar, Gautam Budh Nagar on 06.09.2011 as document no. 17009, Jild/Volume No. 9314.
- B. **AND WHEREAS** the above mentioned allottees thereafter have obtained respective transfer permissions dated 09.09.2011 from Greater Noida Industrial Development Authority for transferring the group housing plot GH-01A, Sector-12, Greater Noida in favour of **M/s. Apex Infraventures Pvt. Ltd.**
- C. **AND WHEREAS M/s. Apex Infraventures Pvt. Ltd.** has acquired right, title and interest in Group Housing "Plot No.-GH-01A, Sec-12, Greater Noida West" measuring 4740.00 Sq. Mtrs. Vide Transfer Deed of Lease Hold Rights dated 09.09.2011 which was duly registered in the office of Sub-Registrar on 09.09.2011 as document no. 17324 and Jild/Volume No. 9345. The Developer under the Lease Deed is entitled to develop/build group housing complex on the said land and further authorised to allot, market, enter into agreement for sale /sub-lease of flats with the prospective buyers.
- D. **AND WHEREAS** the Developer shall develop/is developing a Group Housing complex known as "**Apex Court**" on the said plot in accordance with the sanctioned building plans and necessary permissions from the Greater Noida Industrial Development Authority/concerned government authorities (Hereinafter referred to as "**the said complex**").

### **ALLOTTEE'S REPRESENTATIONS:**

- A. **AND WHEREAS** the Allottee has applied for allotment of said Flat with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as "**Apex Court**" and is satisfied himself in respect of ownership and title of the property.
- B. **AND WHEREAS** the Allottee has satisfied himself as to the right/title of the Developer, building plans and other relevant details with respect to the said complex.



**Total Paid Amount:** Rs. /-  
**Balance Amount:** Rs. /-

**PAYMENT PLAN:** (As per Annexure- A)

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. That the Developer hereby agrees to sublease/transfer the Flat and the Allottee hereby agrees to take the Flat on sublease as described in this Agreement in the said Complex as per the plans and specifications indicated in the **Annexure B & C** and accepted by him for a basic sale price plus other additional charges as applicable and described in this Agreement in respect of the Flat.
2. That the Allottee hereby agrees to pay to the Developer the Basic Sale Price and other development /preferential charges/ additional charges which shall be as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the flat however the total price does not include the cost of electric fittings, fixture, electric and water meters etc. and other items not specifically included which shall be got installed by allottee at his own cost.
3. That the Allottee hereby agrees that he shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex. The Super Area of the said Flat means the covered area of the Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Flats which form integral part of Flat and Common areas shall mean all such parts / areas in the entire said Complex which the Allottee shall use by sharing with other occupants of the Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / stores, guards Cabin, generator area etc., if provided.
4. That except the particular flat allotted to the allottee, the allottee shall have no claim or right of any nature or kind whatsoever in respect of open spaces, parking spaces/places, lobbies, staircases, lift, terraces, roofs, parks, basements etc. The common area in the residential complex is indivisible and the allottee shall use the common area and facilities along with the other flat owners and shall not make any separate or exclusive claim for the same. The developer shall be free to sell/allot the spaces for shopping centres, public amenities, commercial areas, shops, clubs, community buildings, community centres, etc. and these areas are not part of the common area and facilities in the residential complex. The Allottees or the Apartment Owner Association that may be formed in terms of the Apartment Ownership Act shall

not claim any right of whatsoever nature in the spaces for shopping centres, public amenities, commercial areas, shops, clubs, community buildings, community centres, or any other space not made part of common area.

5. That the parties have agreed that the cost of development and construction of the flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in Flat area, any increase or additional Govt. rates, taxes, cess, etc., that may be levied or imposed by the Govt. /Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities is made applicable to the flat/Complex subsequent to booking requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the Complex, then, the cost of such additional devices, equipment etc. shall also be borne and paid by the Allottee on pro-rata basis. Service tax on sale of the flat shall be paid by the Allottee.
6. That the building plans are tentative and the Developer may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Developer, the Government/Greater Noida Authority, any other Local Authority or Body having jurisdiction. Due to such change in layout/building plan, the no. of flats/F.A.R/open space/common area may change (increase or decrease) in the complex and the allottee shall accept such changes in the building plan without any objection and shall not dispute the same. No separate NOC/Permission shall be required from the Allottee for such change in building plan.
7. That the building shall conform to the rules and regulations laid down by State of U.P. or any other competent authority applicable at the time of sanction of plan in respect of the said complex. The allottee shall abide by the terms and conditions imposed by such Authority after taking possession of the flat.
8. That the Allottee shall abide by all laws, rules and regulations of the Greater Noida Authority/Local Bodies/State Govt. of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Developer) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the building.
9. That the Allottee shall not cause nuisance to the other allottee and shall not use his flat in a manner that may cause inconvenience to the Allottee of other flats or to crowd/encroach the passages or to use it for any illegal purpose.
10. That the area of the flat may change as per direction of the sanctioning authority or architect or structural engineers of the Developer. In case of variation in the super area to extent of  $\pm 3\%$ , there shall be no adjustment in the price of the flat. However in case the variation in the flat area is more than  $\pm 3\%$ , the Allottee shall pay for the increased area (beyond of 3%) at the booking rate. In case of decrease of the flat area, beyond the permissible variation, the amount received in excess over and above the total cost

of the flat (beyond of 3%), shall be refunded/adjusted (as the case may be) by the Developer to the Allottee without any interest. The allottee in case where variation in the super area is more than 10% shall have the option to withdraw from this agreement and in such an event the Allottee shall be entitled to refund of his money without interest or any damages.

11. That the building shall be earthquake resistant as per existing codes in force. The Fire Fighting Equipment and / or preventive measures in the common area of the Complex shall be provided as per the existing Fire Fighting Code/Regulations as contained in national Building code, however if additional fire safety measures are undertaken after booking of the flat for the reason of any law/ byelaw, order or directions or due to any subsequent legislation/Government orders, the Allottee shall pay for the additional expenditure on pro rata basis.
12. That the Developer shall be responsible for providing internal development within the Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines etc. However the external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the Complex.
13. That if for any reason, beyond the control of Developer or force majeure, the whole or part of the complex is abandoned; no claim or damage will be allowed except for the money already paid by the Allottee without interest.
14. That the developer may carry development/construction of the Complex in phases outside the building in which the flat may be located and the allottee shall have no right to object or make any claim or default in any payment as demanded by the developer on account of inconvenience, if any, which may be caused to the allottee due to such construction activity or incidental/ related activities. However the Developer shall take all possible measures to segregate the developed and under developed phases and provide common facilities to ensure least inconvenience to the allottee/s. The common facilities in all respect shall be operational on the date of completion of the entire Complex.
15. That the Flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the use of the Complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling the Greater Noida Industrial Development Authority/Developer to cancel the sublease. In case of cancellation of sublease deed by the Greater Noida Industrial Development Authority, the Developer shall not refund the money paid to it by the allottee.
16. That the Developer shall issue the intimation/demand letter to the Allottee/s for making payment of the installments, wherever the payment is connected with the construction stage. The Allottee hereby agrees to make all the payments within time as per the terms of Schedule of Payments from time to time without any reminders from

the Developer through A/c Payee Cheque(s)/Demand Draft(s) in favour of "**Apex Court**" payable at Delhi/Noida.

17. That the timely payment of installments indicated in the payment schedule is the essence of this agreement. It shall not be obligatory on the part of the developer to send reminders regarding the payments to be made by the allottee as per the schedule of payment. However where the payment is linked with the stages of construction, the developer shall notify to the allottee the stages of construction and demand for the payment falling due. If any installment as per the schedule is not paid when it becomes due as per the payment schedule opted by the allottee, the developer shall charge interest at the rate of 24% p.a. for three months delay. If the payment of any of the installments is delayed by more than 3 months of its due date, the allotment shall automatically stand cancelled without any prior notice of pre-cancellation or cancellation to the allottee and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the flat and the developer shall refund the amount paid over and above the earnest money, if any, without any interest after reducing there from the amount of interest on delayed payment within 30 days of submitting the original documents with respect to the said flat by the allottee. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay by charging interest @ 24% p.a. on all outstanding dues for the delayed period. In the event of the Developer waiving the right of forfeiture and accepting the payment from any other applicant, no right whatsoever, would accrue to the Allottee to claim the same.
18. That 10% of Basic Sale Price for the flat shall be treated to be the earnest money under this agreement. The payment of earnest money is prerequisite to enter into a legal and valid agreement. In the event of failure of the Allottee to pay the installments in time as agreed herein, the Developer shall have the right to terminate this agreement and forfeit the earnest money together with any interest on delayed installments/ payment due or payable out of the amounts paid by him and the allotment of the Flat shall stand cancelled.
19. That the Allottee, if resident outside India, is solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendments.
20. If the booking for any reason is withdrawn/cancelled by the applicant/allottee, then 10% of the Basic Sale Price of the Flat will be forfeited and balance amount, if any, will be refunded without any interest after deducting late payment interest or penalty on installment.
21. That the Developer is authorized to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of the land and the flats and the Allottee will have no objection in this regard.

22. That it is agreed by and between the Parties that unless a Sub Lease Deed/ Transfer Deed is executed and registered, the Developer shall continue to have full authority over the flat and any/all amounts paid by the Allottee shall not give him any lien or interest on the flat.
23. That transfer/substitution of the allottee in the agreement shall be allowed upon payment of 80% of cost of the flat and on such terms and conditions as prescribed by the developer including payments of administrative charges/transfer charges etc. The administrative/transfer charges shall be levied at the rate as decided by the developer for the time being in force. Further the developer may change the administrative/transfer charges without any notice to the allottee. Any change in name (including addition / deletion) of the Allottee will be deemed as transfer for this purpose. However the addition/substitution of father/son/daughter/mother/brother/sister shall not be treated as transfer and no transfer charges shall be payable, however for such substitution administrative charges may be levied at a rate as prescribed by the Developer. The Developer may limit the number of such substitution and also levy the transfer charges at the then applicable rate where the new transferee/assignee and the original allottee are not covered within the above permitted extent of relation. In case of assignment/transfer, the assignee/transferee shall be liable to observe all the terms and conditions of this agreement. The entire cost incidental to the assignments/transfer/substitutions or deletion, shall be borne by the Allottee or the assignee/transferee only. The allottee, assignee and/or the transferee shall have to comply with the prescribed procedure of the Developer Company for such transfer. In case of the transfer of the flat, the transferee/assignee shall not be entitled for payment of damages/compensation for delayed possession. Only the original allottee and not the transferee/assignee is entitled for compensation/damage for the delayed possession.
24. That in case deletion of the name of the deceased allottee and substitution with his/her legal heir, succession certificate/legal heir certificate issued by the competent authority shall be required for processing the application for substitution of the name of the legal heir of the deceased allottee.
25. That the nominee will be responsible for administering the interest of allottee/s in the flat in case of his death.
26. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the complex along with all the occupants/allottees. However, such generally common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective allottee.
27. That the reserved/covered parking space has been allotted together with the flat and the same shall not have independent entity detached from the flat. The Allottee shall not to sell/transfer the reserved/covered parking space independent from the flat. The allottee may apply for additional parking space, which may be allotted subject to

availability and as per the condition decided by developer. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the Complex.

28. (a) That the Developer shall complete the development\construction of the Flat by 30<sup>th</sup> December 2018  $\pm$ 6 months. The completion date is subject to force majeure conditions. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of the force majeure conditions/circumstances beyond the control of the developer and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the flat to the Allottee. It is not necessary to inform to the allottee by the developer about the existence of force majeure circumstances/events at a particular time. "Force Majeure" for the purpose of this Agreement, means any act of God, war, riot, civil commotion, agitation, fire, explosion, flood, adverse weather, epidemic, or other natural physical disaster, strike, lockout or other form of industrial action or any form of Government authority intervention or coming into force of any law or regulation, court orders/stay, court cases/litigations, farmers agitation/unrests or any other such thing beyond the control of the developer which makes the performance of the obligations under this Agreement delayed or impossible.

(b) That after completion of the project, possession intimation letter shall be sent to the applicant/allottee at the address registered with the developer. The allottee on receipt of possession intimation letter shall pay the balance amount/installment within such time as mentioned in the possession intimation letter/demand letter and obtain the No Objection certificate from the account section of the developer for starting process of handing over of the possession of the flat. The allottee shall within 60 days of the NOC shall inspect the flat for any of the unattended work and take physical possession. No complaint regarding any unattended work shall be taken up or entertained after one month of taking possession of the flat. The Developer shall not be responsible for wearing and tearing in the flat after possession date even if the same is happening due to seepage in the flat or in adjoining flat and if the same is not reported within 48 hours of such incidence. The Sub-lease deed of the flat shall be executed only after full payment against the cost of the flat and other charges. In case the applicant/allottee does not take possession of the flat, he shall continue to be liable to pay the common area maintenance charges and minimum power backup charges and minimum meter charges. The Stamp Duty, registration fee and other charges for execution and registration of sublease deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the flat only after execution of sublease deed. The Allottee after taking possession of the flat shall have no claim against the Developer in respect of any item of work, quality of work, material, pending installation, area of the flat or any other ground which may be alleged not to have been carried out/ completed in the flat for any reason whatsoever. If the Allottee fails to take over the Flat as aforesaid within the time limit, the Allottee shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. Five Only) per sq. ft. of the super built-up area per month of the flat along with the minimum applicable maintenance charges.

(c) In case of delay in construction of the Flat for reasons other than force majeure conditions, the Developer shall pay a sum at the rate of Rs. 5/- (Rs. Five only) per sq. ft. of super area per month for the delayed period which shall be inclusive of all kinds of claim/damages of the Allottee. In no case any further claim for the delayed possession will be entertained. The compensation for delayed possession of flat shall be paid for the difference period between possession time period offered in the agreement and date of intimation for possession. The compensation shall be adjusted from the balance payment to be made by allottee at the time of full and final payment against the cost of the flat and other charges. It is specifically agreed between the parties that if the allottee delays the payment of installments and does not pay the installments as per the agreed payment schedule against the cost of the booked flat and gets waiver of interest on the delayed payment then the allottee/s shall not be entitled for any delayed compensation by the developer.

(d) That the Allottee shall, after taking possession of the flat or at any time thereafter the Developer developing or continuing with shall have no objection to the development of other Flats adjoining the Flat sold to the Allottee.

(e) That the Allottee shall be given power back up of the load as mentioned by him/her/they/it in the application form. No request for extra/additional power back up shall be entertained at the later stage or at the time of possession.

(f) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the Allottee from the date of possession or deemed dated of possession.

(g) That the Allottee will be responsible for any damage to any equipment in the complex e.g. firefighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or wilful act and shall pay for such damages to the affected person/party.

29. The Allottee shall not make any additions or alterations in the flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The Allottee shall 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 terrace rights shall remain with the Developer unless allotted against consideration. No further construction/modification is permissible over the roof / terrace of the flat. The Allottee shall have no objection if the Developer gives on lease or hire any part of the top roof / terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.
30. That in the event, the Developer is able to get additional/purchasable FAR or it becomes possible to raise further construction then additional construction shall be made on the already approved towers/blocks and not in the open area and the developer shall be entitled to get the electric, water, sanitary and drainage, system of the additional construction thereof connected with the already existing electric, water,

sanitary and drainage system in the Complex. The Allottee hereby agrees not to object to any of such construction activities carried on the building/complex and no separate NOC/permission shall be required from the allottee.

31. (a) That in order to provide necessary maintenance services, the Developer may, upon the completion of the Complex, hand over the maintenance of the Complex to any individual, firm, body corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Developer in its discretion may deem fit. The Allottee shall be liable to make payment of maintenance charges to the Developer or maintenance agency. In case of failure of Allottee to make payment of maintenance charges within stipulated period, interest at the rate of 18% per annum, shall be charged to the Allottee. If payment is delayed beyond 3 months then the maintenance services may be discontinued besides of taking of other measures to recover the same.

(b) That the Allottee shall keep with the Developer an Interest Free Maintenance Security (IFMS) Deposit in order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance charges as raised by the maintenance agency. A separate maintenance Agreement between the Allottee and the Developer/maintenance agency shall be executed at the time of possession. The Developer shall transfer the IFMS to Association of flat owners at the time of handing over of maintenance to the Association of Flat Owners, after adjusting there-from all outstanding maintenance charges against the flat.

(c) That the Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the Complex. However, in case of urgency or exigency, the Developer or Maintenance Agency employees may break open the door, windows etc. of the flat in order to prevent any further damages to the life /property in the flat /Building/Complex and the Allottee hereby agrees that such actions of the Developer/Maintenance Agency is fair and reasonable and he undertakes to not to raise any objection to such action.

(d) That the structure of the Complex Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the maintenance agency on behalf of the Allottee and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency but contents inside each Flat shall be insured by the Allottee at his own cost. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the Complex Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

(e) That the rate for Electricity and Power back up consumption charges, common area maintenance charges and Fixed Charges (payable In case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the Allottee to the Developer/company.

(f) That the Allottee shall allow sweepers/maintenances staff to enter in his flat/duct etc. for maintaining/ repairing of the service/common amenities in his or any other flat.

(g) That the maintenance agency shall not be responsible for restoring any additional fittings installed in the flat or pay cost for the damage of such fittings while carrying out any maintenance work provided the same has not been damaged due to sheer/wilful negligence of the maintenance agency. In case of such installed fitting, the Allottee shall have to carry the necessary repairs himself and at his own expenses for any maintenance work needed for his own flat.

(h) That while installation of additional fitting by the allottee in his flat, any damage is caused to others flat, such damage shall be repaired by the allottee at his own cost and in case of neglect, the maintenance agency shall carry the necessary repairs and recover the cost from the allottee, who has caused such damage.

32. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Developer and / or its nominee as the case may be. The membership of the club shall be confined to the residents/owners only and shall not be extended to outsiders.
33. That the said Complex shall always be known as “**Apex Court**” and this name shall never be changed by the Allottee or anybody else.
34. That the Developer shall have the first lien and charge on the flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Developer under this Agreement.
35. That the terms and conditions contained herein shall be binding on the Occupier of the flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.
36. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the flat, it is repeatedly and specifically made clear that it is only the inside space in the flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee. The Allottee shall have no right in any commercial premises, building, shops etc. constructed in the Complex and the Developer shall be free to dispose off the same on such terms and conditions as it may deem fit.
37. That if the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from such body/ Commission/ Regulatory/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the complex, then the terms contained under the agreement shall apply to such distribution. The bill for such supply of electricity shall be generated by the Developer or nominated agency on a monthly basis and shall be

paid by the Allottee within 7 days thereof.

38. That any Additional Taxes, Cess, CST, VAT, Service Tax or a tax/cess of new description etc. as imposed by Government Authority/ies or any other Local Body after booking of flat, which increases the cost of the flat to the Developer and which amount is to be recovered from the Developer due to additional taxes etc., shall be charged additionally from the Allottee and the Allottee shall not raise any objection for the same and agrees to pay the same within 15 days of such intimation of the additional/enhanced cost of the flat.
39. That delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Developer to enforce this agreement.
40. That in case the allottee wants to avails loan facility from financing bodies or his employer to facilitate the purchase of the flat, the developer shall facilitate the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the allottee.
41. That, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.
42. That the Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner as prescribed hereafter. In case of joint Allottee, all communication sent by the Developer to the first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Developer or its nominees and dispatched by Registered Post to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
43. All communications/notices shall be served on the parties through pre-paid registered post only and shall be deemed to have been duly served within 7 days of such posting

to the other party at the addresses appeared hereinabove. It shall be the duty of Allottee to inform the Developer of any subsequent change in above address, failing which all communications and letters posted at the above address shall be deemed to have been duly served on the Allottee. It is understood and agreed by the Allottee that any communication through E-mail or SMS is not standard mode of communication and the Developer shall not be obliged to reply to any such E-mail/s or SMS. The communication through E-mail or SMS shall not be treated part of record and the parties shall not refer the same or use it as an evidence in the event of any legal dispute between the parties and shall further be in-admissible in the court of law or any dispute adjudication proceedings including of arbitration etc.

44. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever Allottee is a joint stock Developer, a or any other body corporate or organization or an association.
45. That, if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to register the same through the Developer in his favour at his own cost and expenses and to keep the Developer fully absolved and indemnified in this connection.
46. All or any dispute arising out of or touching upon any term(s) of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi /New Delhi. The sole Arbitrator shall be appointed by the Developer, whose decision shall be final & binding on both parties. Subject to arbitration, the courts at Gautam Budh Nagar and the High Court of Judicature at Allahabad shall have the exclusive jurisdiction to adjudicate upon any dispute between the Developer and the Allottee.

**IN WITNESSES WHEREOF** the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses.

**(i) FLAT ALLOTTEE.**

**SIGNED, EXECUTED & DELIVERED BY  
M/s. APEX INFRAVENTURE PVT. LTD.**

**(ii) FLAT ALLOTTEE.**

**(Authorised Signatory)**

**WITNESSES:**

**1. Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**2. Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

(Annexure- A)

**PAYMENT SCHEDULE**

(                      **PAYMENT PLAN**)

**PAYMENT SCHEDULE**

**PLAN**            (                      **Payment plan**)

S.No	Installment No.	Description	Amount(Rs.)
1	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	
2	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	
3	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	
4	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	
5	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	
6	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	
7	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	
8	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	
9	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	

**Note:-**

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**(Service tax and other Government Taxes as imposed from time to time are payable in addition to above)**

**ANNEXURE-B****Specification**

<b><u>1 Living / Dinning Room</u></b>	Floors	Vitrified Tiles/Equivalent	NITCO / Asian /Orient or important Equivalent
	External Door & windows	Power Coated Aluminium Glazing	As per Standard
	Fixture & Fitting	Modular Switches	CLIPSAL /Anchor/SSk or Equivalent
	Walls	OBD paint	Berger/ASIAN or equivalent
	Internal Doors	Hard wood frame with flush door shutter	
	Ceiling	Designer POP	
<b><u>2 Master Bedroom</u></b>	Floors	Vitrified Tiles/Laminated Wooden Flooring	
	External door & windows	Power Coated Aluminium Glazing	
	Fixture & Fitting	Modular Switches	CLIPSAL /Anchor/SSk or equivalent
	Walls	OBD paint	Berger/ASIAN or equivalent
	Internal Doors	Hard wood frame with flush door shutter	
	Ceiling	Designer POP	
<b><u>3 Bedroom</u></b>	Floors	Vitrified Tiles	NITCO / Asian /Orient or important

			equivalent
	External door & windows	Power Coated Aluminum Glazing	As per Standard
	<b>Fixture &amp; Fitting</b>	Modular Switches	CLIPSAL /Anchor/SSk or equivalent
	Walls	OBD paint	Berger/ASIAN or quivalent
	Internal Doors	Hard wood frame with flush door shutter	
	Ceiling	Designer POP	
<b>Toilet (Master 4 Bedroom)</b>	Floors	Combination of Anti Skid Ceramic/Vitrified Tiles	NITCO / Asian /Orient or important equivalent
	External door & windows	Power Coated Aluminium Glazing	
	<b>Fixture &amp; Fitting</b>	ISI Fitting, Standard Chinaware Fixture & fitting for geyser water supply	CHINAWARE: HINDWARE/&/CERA or equivalent CR FITTINGS

				Lorette/Mayur or equivalent
		Walls	Designer Ceramic Tiles	NITCO / Asian /Orient or important equivalent
		Internal Doors	Hard wood frame with flush door shutter	
<b>5</b>	<b><u>Toilet (Other Bedroom)</u></b>	Floors	Combination of Anti Skid Ceramic/Vitrified Tiles	MARVITO/ASIAN/NITCO or equivalent
		External door & windows	Power Coated Aluminum Glazing	
		Fixture & Fitting	ISI Fitting, Standard Chinaware Fixture & fitting for geyser water supply	CHINAWARE: HINDWARE/&/CERA or equivalent CR FITTINGS Lorette/Mayur or equivalent
		Walls	Designer Ceramic Tiles	Orient / Asian
		Internal Doors	Hard wood frame with flush door shutter	
<b>6</b>	<b><u>Kitchen</u></b>	Floors	Combination of Anti Skid Ceramic/Vitrified Tiles	Orient / Asian/ Equivalent imported
		External door & windows	Power Coated Aluminium Glazing	
		Fixture & Fitting	Semi,Modular Kitchen, Granite Working Platform	RO: INALSA/KENT OR equivalent, CP Fittngs: Lorette/Mayur or equivalent
		Walls	Designer Ceramic Tiles up	Orient / Asian/ Equivalent

			to 2 Feet above counter	Imported
		Internal Doors	Hard wood frame with flush door shutter	
		Utility	Stainless Steel Sink	Stainless Steel (ISI Standards)
<b>8</b>	<b><u>Balconies</u></b>	Floors	Anti Skid Ceramic Tiles/Terrazzo Tiles	Orient/Asian or equivalent Imported
		Walls	OBD paint	Berger/ASIAN or quivalent
		Internal	Hard wood frame with Flush door shutter	ISI STANDARD or equivalent
<b>9</b>	<b><u>Lift Lobbies/Corridor</u></b>	Floors	Combination of different colour of Marble/Stone in pattern	
		Walls	Granite Tiles Cladding upto 3 feet and Texture Paint above	
<b>10</b>	<b><u>Main entrance Lobby</u></b>	Floors	Combination of different colour of Marble/Granite/Glass.	
		Walls	Texture Paint	
		Internal	Marandy/Hard wood frame	



M/s. Apex Infraventures Pvt. Ltd.

**2Second Transfer**

I/We hereby assign all the rights and  
Liabilities under this Agreement in  
favour  
of: .....

**TRANSFEROR**

I/We hereby accept all the rights and  
liabilities  
under the Agreement assigned in my/our  
favour  
by... ..

**TRANSFeree**

**The above Transfer is hereby confirmed.**

**Date .....**

**Authorized Signatory**

M/s. Apex Infraventures Pvt. Ltd.