



दिल्ली DELHI

L 178112

FLAT BUYER AGREEMENT

THIS AGREEMENT is made at Noida on this Date: 05/08/2010.

BETWEEN

"M/S AMRAPALI ZODIAC DEVELOPERS PVT. LTD.", a Company duly constituted and registered under Companies Act, 1956, having its registered office at 307, 3RD FLOOR, NIPUN TOWERS, KARKARDOOMA COMMUNITY CENTRE, DELHI-92 and corporate office at C-56/40, SECTOR-62, NOIDA, U.P. 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, **Sh. Anil Kumar Sharma** of the ONE PART;

AND

I. FOR INDIVIDUALS/JOINT PURCHASERS

a. **Mr. AJAI KUMAR GUPTA**

S/O MR.O.P.GUPTA

Resident of 4,

NANDPURI, ARYA NAGAR CHOWK, JAWALAPUR Hardwar, Uk- 249407

PAN No. AASPG6515E

b. **Mrs. PRATIBHA GUPTA**

W/O MR.A.K. GUPTA

Amrapali Zodiac Developers Pvt. Ltd.

Attorney/s

Pratibha Gupta

Authorised Signatory

Developer



5 MAY 20

Resident of 4,
NANDPURI, ARYA NAGAR CHOWK, JAWALAPUR
Hardwar,
Uk- 249407

PAN No.

c.

(*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 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.

II. 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 **AMRAPALI ZODIAC DEVELOPERS PVT. LTD.** has acquired right, title and interest in Group Housing Plot bearing No. GH-03, SECTOR-120, NOIDA, (U.P.) Admeasuring 70052 ACRES, from New Okhla Industrial Development Authority (Noida Authority) vide Lease Deed dated 03.02.2010 and is duly empowered to develop/build flats and allot, enter into agreement for sell/sub-lease and sell/sublease the flats with parking space in the Housing Complex.
- B. AND WHEREAS the Developer shall develop the said Plot of Land by constructing thereon a Group Housing complex known as **AMRAPALI ZODIAC** in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities. The developer intends to carry the development/construction of the complex in different phases and shall allot the flats to the intending buyers

ALLOTTEE'S REPRESENTATIONS:

- A. AND WHEREAS the Allottee has represented that he 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 **AMRAPALI ZODIAC**, and has satisfied himself in respect of ownership title of the property.
- B. AND WHEREAS the Allottee has seen the relevant documents/papers pertaining to the said Complex and is fully satisfied that the title in the plot of the Land of the said Complex and the Developer has the requisite right and authority of marketing the said Complex and to sell/sub-
Amrapali Zodiac Developers Pvt. Ltd.

Allottee/s

Pratibha Gupta

Auth Developer



lease the Flat to the Allottee. The Allottee has seen and understood the plans, designs, and specifications of the said Flat and the said Complex and is willing to purchase the said Flat.

- C. AND WHEREAS the Allottee has fully satisfied himself as to the right/title of the Developer over the plot of land, building plans and all other documents relating to the title, competency and other relevant details and has read the contents, development plan for project and facilities and terms and conditions of the Lease Deed executed by New Okhla Industrial Development Authority in favour of the Developer. The Allottee has confirmed to the Developer that he is entering into this Agreement with full knowledge of all the terms and conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

AND WHEREAS the Developer and the allottee relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms, conditions, obligations and stipulations contained in this Agreement are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS the Allottee has agreed to the terms and conditions as set out in the Application for the allotment of a Residential Flat with/without Parking Space details of which are given as under: -

UNIT DETAILS

Unit No:- U301

Floor :- 3rd

Type :- 3BHK+3Toilets+Servant(1775)

Tower/Block:-U

Super Area :- 1775.00SQ.FT.

Preferential Location Charges Rs. 0/-

Basic Sale Price ("BSP")(A)Rs. 46,59,375/-

OTHER CHARGES

1	Maintenance Deposit	35,500	
2	Other Charges	6,65,625	One Covered Car Parking, Lease Rent(One Time), EEC, FFC, 2Kva Power Backup, Club Membership.

Total Other Charges (B): Rs. 7,01,125/-

Total Cost of the Flat/Unit (A+B): Rs. 53,60,500/-

Booking Amount:

S.No.	Receipt No.	Receipt Date	Mode of Payment	Cheque No.	Cheque Date	Amount
1	5537	30/07/2010	Cheque	107288	29/07/2010	97,490
2	5538	30/07/2010	Cheque	107289	29/07/2010	97,490
3	5539	30/07/2010	Cheque	107290	29/07/2010	97,490
4	5540	30/07/2010	Cheque	107291	29/07/2010	97,490
5	5541	30/07/2010	Cheque	107295	29/07/2010	59,956

Total Paid Amount : Rs. 4,49,916/-

Allottee/s
Pratibha Gubta.

Amrapali Zodiac Developers Pvt. Ltd.

Developer
Authorised Signatory



Balance Amount :

Rs. 49,10,584/-

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 said 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 said 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 said 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 said 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 said 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 both the parties have agreed that the cost of development and construction of the said 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, any further compensation to the farmers for the plot land etc., that may be levied or imposed by the Govt. /Statutory Authorities from time to time. Service tax if made payable to developer in future on the construction of the flat, shall be paid by the Allottee on actual basis. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities is made applicable to the said Flat /said Complex subsequent to booking requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the said Complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee on pro-rata basis. Service tax on construction of the flat shall be paid by the allottee.

Allottee

Pratibha Gupta

Amrapali Zodiac Developers Pvt. Ltd.

Authorized Signatory
Developer

5. That it is further understood and agreed by the Allottee that the area of the said Flat given in this Agreement is subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Developer which may result in change (decrease/increase) in the area of the said Flat, change in its dimensions, size, number, etc. In case of variation in the area due to such reasons to the extent of $\pm 3\%$, there shall be no adjustment in the price of the flat shall be claimed by Allottee. However in case the variation in the flat area is more than $\pm 3\%$, the Allottee agrees to pay for the increased area at the booking rate. In case of decrease of the allotted area of the said Flat, beyond the permissible variation, the amount received in excess over and above the total cost of the said Flat based on the changed area, shall be refunded/adjusted (as the case may be) by the Developer to the Allottee along with interest @ 6 % p.a. from the date of receipt of the full amount till the date of payment. The allottee in such a condition where variation in the super area is more then 10% shall have the option to withdraw from this agreement and in such an eventuality the Allottee shall be entitled only to refund of his money advance without payment of interest or any other charges or damages.
6. That it is agreed by the parties, that the Fire Fighting Equipment and / or preventive measures in the common area of the Complex have been provided as per the existing Fire Fighting Code/Regulations as contained in national Building code, however if required by any law/ byelaw, order or directions or due to any subsequent legislation/Government orders, additional fire safety measures are undertaken, the Allottee agrees to pay for the additional expenditure on pro rata basis.
7. That the Developer is responsible for providing internal development within the said Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that 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 said Complex
8. That the allottee agrees and confirms that the developer may carry development/construction of entire Complex in different phases falling outside the building in which the said 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 suffered by the allottee due to such development/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 allottees
9. That it is an essential condition of this agreement that the said 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 said Complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling the Developer to cancel the agreement and to forfeit the entire amount deposited by the Allottee. Thereafter, the Allottee shall not have any right, title or interest in the said Flat allotted to him/them

Allottee's

Pratibha Gupta

Amrapali Zodia Developers Pvt. Ltd.

Author/Developer's

10. 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 "M/S AMRAPALI ZODIAC DEVELOPERS PVT. LTD." payable at Delhi/Noida
11. That the Allottee hereby agrees that out of the amount paid/payable for the said Flat allotted to him, the Developer shall treat 10% of Basic Sale Price as earnest money to ensure fulfillment of all the terms and conditions by the Allottee, as contained in the Agreement.
12. That in the event of failure of the Allottee to perform his/their obligations or to fulfill all the terms and conditions set out in this Agreement, the Allottee hereby authorizes the Developer to forfeit the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable out of the amounts paid by him and the allotment of the said Flat shall stand cancelled.
13. That the timely payment of installments indicated in the payment schedule is the essence of this agreement. If any installments as per the schedule is not paid when it become due the developer shall charge interest at the rate of 18% p.a. for three month delay. If the allottee defaults in making payment of the outstanding amount for three consecutive months, the allotment shall automatically stand cancelled without any prior notice to the allottee and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the said 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 cancellation. 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
14. That the Allottee, if resident outside India, is/are 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.
15. That the Developer is authorized to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of the said land and the flats and the Allottee will have no objection in this regard. However, such mortgage, if created will be got vacated and redeemed before execution of sub-lease deed and handing over the possession of the said Flat to the Allottee.
16. 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 said Flat and any/all amounts paid by the Allottee shall not give him any lien or interest on the said Flat.

Allottee/s

Pratibha Gupta

Amrapali Zodiac Developers Pvt. Ltd.

Developer
Authorised Signatory

17. That transfer/substitution of the allottee in the agreement shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose. In case of where rights of the Allottee herein are assigned in favour of any person, then the said assignee shall be liable for all the obligations and liabilities of the Allottee under this Agreement in the same manner as if such assignee is the allottee under this Agreement. All costs, including but not limited to the liabilities of taxes, duties and other sums payable upon one or more assignments, substitutions or deletion, shall be borne by the Allottee.
18. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the said 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.
19. That the Allottee further agrees that the reserved covered parking space has been allotted together with the said Flat and the same shall not have independent legal entity detached from the said Flat. The Allottee undertakes not to sell/transfer the reserved covered parking space independent of the said Flat. The allottee may apply for additional parking space, which may be allotted subject to availability and at the prevailing rate. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the said Complex.
20.
 - a. That the Developer shall complete the development/construction of the Flat by 31st March 2012 and within an extended period of 3 months thereof. 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 condition and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the said Flat to the Allottee.
 - b. That the Developer shall after completion of the flat shall intimate the allottee to take over the possession of the flat within thirty days thereof. The Allottee shall within the stipulated time, take the possession of said Flat from the Developer by executing lease deed and necessary indemnities, undertakings and such other documentation as the Developer may prescribe. The Stamp Duty, registration fee and other charges for execution and registration of Lease Deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the said Flat only after lease deed of the flat is executed and duly registered with the concerned Registrar office. The Allottee after taking possession of the said Flat shall have no claim against the Developer in respect of any item of work which may be alleged not to have been carried out/ completed in the said flat or for any reason whatsoever. If the Allottee fails to take over the said 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 of the said flat along with the minimum applicable maintenance charges.

Allottee/s *Prathibha Gupta*

Amrapali Zodiac Developers Pvt. Ltd.

[Signature]
Authorised Signatory

- c. In case of delay in construction of the said Flat for reasons other than force majeure condition, the Developer shall pay a sum at the rate of Rs. 10/- (Rs. Ten only) per sq. ft. of super area per month for the delayed period, which shall include of any/all damages, compensation, claims for delayed possession
- d. That the Allottee shall, after taking possession of the said Flat or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flats adjoining the Flat sold to the Allottee.
21. The Allottee shall not make any additions or alterations in the said 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 of the Flat shall remain with the Developer unless allotted against consideration. No further construction/modification is permissible to the Allottee anywhere in the flat including over the roof / terrace of the said 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.
22. That in the event the Developer is able to get additional FAR or it becomes possible to raise further construction on the ground as well as on the top roof/terrace of the building/complex, the Developer shall have the sole right to utilize the additional FAR or such right to further construction in the manner it may deem fit including but not limited to by making addition to the said building or making additional building in and around the land of the said complex 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 said Complex. The Allottee acknowledges s that he has not made any payment towards the additional FAR and shall no right to object to any of such construction activities carried on the said building/complex.
- 23.
- a. That in order to provide necessary maintenance services, the Developer may, upon the completion of the said Complex, hand over the maintenance of the said Complex to any individual, firm, body corporate, association etc.(hereinafter referred to as "Maintenance Agency") as the Developer in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the Complex including other common areas, landscaping and common lawns, water bodies of the Complex will be organized by the Developer or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Allottee shall be liable to make payment of such cost 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 services will be liable for disconnection.
- b. That the Allottee hereby agrees to keep with the Developer an Interest Free Maintenance Security (IFMS) Deposit towards payment of maintenance charges in order to secure

Amrapali Zodiac Developers Pvt. Ltd.

Allottee/s

Pratibha Gupta

Developer
Authorized Signatory

adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Allottee further agrees to deposit the said Interest Free Maintenance Security as per the schedule of payment given in this Agreement and to always keep it deposited with the Developer or its nominee/maintenance agency. A separate maintenance Agreement between the Allottee and the Developer/maintenance agency will be executed at the time of possession. The Developer shall transfer the IFMS to Association of Flat owners after adjusting there-from all outstanding maintenance bills of any flat buyers at the time of handing over of maintenance to the Association of Flat Owners

- c. That the Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the said 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 Allottee 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 said 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 said 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 said Complex Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable
24. 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.
 25. That the said Complex shall always be known as "Amrapali Zodiac" and this name shall never be changed by the Allottee or anybody else
 26. That the Developer shall have the first lien and charge on the said 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
 27. That the terms and conditions contained herein shall be binding on the Occupier of the said Flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise
 28. 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 said Flat, it is repeatedly and specifically

Allottee

Pratibha Gupta

Amrapali Zodiac Developers Pvt. Ltd.

Developer
Authorised Signatory

made clear that it is only the inside space in the said 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.

29. 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 said 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.
30. 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.
31. THAT in case the allottee wants to avails loan facility from financing bodies or his employer to facilitates the purchase of the flat, the developer shall facilities 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
32. 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 confirm 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.
33. 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 said Flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. 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

Allottee's

Pratibha Gupta

Amrapali Zodiac Developers Pvt. Ltd.

Developer
Authorised Signatory

34. 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.
35. 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
36. 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 Noida / UP. 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 High Court of Judicature at Allahabad shall have the exclusive jurisdiction to entertaining any of the disputes between the Allottee and the Developer.
37. Any alterations/modifications made to this FBA will be duly signed by both the parties.

IN WITNESSES WHEREOF 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.

(ii) FLAT ALLOTTEE.

SIGNED, EXECUTED & DELIVERED BY
Amrapali Zodiac Developers Pvt. Ltd.

(Authorised Signatory)

WITNESSES:

1. Name: _____
Address: _____

2. Name: _____
Address: _____

Allottee/s

Amrapali Zodiac Developers Pvt. Ltd.

Authorised Signatory
Developer



(Annexure- A) 45

PAYMENT SCHEDULE

PLAN - B (Flexi payment plan)

S. No.	Installment No.	Description	Amount(Rs.)
1	ON BOOKING	10% of Basic Price	4,65,938
2	WITHIN 45 DAYS	30% of Basic Price	13,97,813
3	ON GROUND FLOOR CASTING	10% of Basic Price	4,65,938
4	ON FOURTH FLOOR CASTING	10% of Basic Price	4,65,938
5	ON EIGHT FLOOR CASTING	10% of Basic Price	4,65,938
6	ON TWELTH FLOOR CASTING	10% of Basic Price	4,65,938
7	ON TOP FLOOR CASTING	10% of Basic Price	4,65,938
8	ON START OF FINISHING WORK	10% of Basic Price	4,65,938
9	On POSSESSION	Other Charges	7,01,121

Other charges shall be paid within 30 days of possession intimation letter under the above payment plan/s.

Allottee/s

Pratibha Gupta

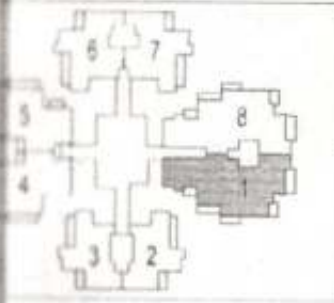
Amrapali Zonal Developers Pvt. Ltd.

Developer
Authorized Signatory

ANNEXURE-B

FLAT NO:

TOWER NO: U



TOH-SERVANT
 AREA - 1205 SQFT
 AREA - 1450 SQFT
 AREA - 1775 SQFT

Pratibha Gupta

Amrapali Zodiac Developers Pvt. Ltd.

Authorized Signatory
 ARCHITECT:

APALI ZODIAC AT SEC-120 NOIDA

Mr. DEEPAK MEHTA & ASSOCIATES
 PLOT NO. 16, Abhishek place
 L.S.C. Mayapuri phase 2 Delhi-91

Specification for Amrapali Zodiac Project in Noida

1	Living / Dining Room	Floors	Vitrified Tiles (Size 2x2 feet)	KAJARIA/NITCO or imported equivalent
		External door & Windows	Power Coated Aluminium Glazing	ANCHOR
		Fixture & Fitting	Modular switches	CLIPSAL or equivalent
		Walls	Plastic paint with one wall having texture paint.	BERGER/ASIAN or equivalent
		Internal Doors	Hard wood frame with skin moulded door shutter	
		Ceiling	Designer POP	
2	Master Bedroom	Floors	Wooden Laminated	
		External door & Windows	Power Coated Aluminium Glazing	
		Fixture & Fitting	Modular switches	CLIPSAL or equivalent
		Walls	Plastic paint with one wall having texture paint.	BERGER/ASIAN or equivalent
		Internal Doors	Hard wood frame with flush door shutter	
		Ceiling	Designer POP	
		Wardrobe with cup board	YES	
3	Bedroom	Floors	vitrified Tiles (Size 2x2) Feet	KAJARIA/NITCO or imported
		External door & Windows	Power Coated Aluminum Glazing	ANCHOR
		Fixture & Fitting	Modular switches	CLIPSAL or equivalent
		Walls	Plastic paint with one wall having texture paint.	BERGER/ASIAN or equivalent
		Internal Doors	Hard wood frame with Flush door shutter	
		Ceiling	Designer POP	
		Wardrobe with cup board	YES	

Allottees

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4	Toilet (Master Bedroom)		Anti Skid Vitrified/Ceramic Tiles (Size 1x1)	KAJARIA/NITCO or Imported equivalent
		Floors		
		External door & Windows	Power Coated Aluminium Glazing	
			ISI fitting Granite Counter & Standard Chinaware	CHINAWARE:HINDWARE/ & /CERA. or equivalent
		Fixture & Fitting	Fixture & fitting for geyser water supply	CP FITTINGS: Jaguar or equivalent
			Designer Ceramic Tiles with border up to 7'-0"	KAJARIA/NITCO or Imported equivalent
		Walls		
5	Toilet (Other Bedroom)		Hard wood frame with Flush door shutter	
		Internal Doors		
		Ceiling	Designer POP	
		Floors	Anti Skid Vitrified/Ceramic Tiles (Size 1x1) Feet	MARVITO/KAJARIA/RAK/ NITCO or equivalent
		External door & Windows	Power Coated Aluminium Glazing	
			ISI fitting Granite Counter & Standard Chinaware	CHINAWARE:HINDWARE/ CERA. or equivalent
6	Kitchen	Fixture & Fitting	Fixture & fitting for geyser water supply	CP FITTINGS: Jaguar or equivalent
			Designer Ceramic Tiles with border up to 7'-0"	KAJARIA/NITCO or equivalent imported
		Walls		
		Internal Doors	Hard wood frame with Flush door shutter	
		Ceiling	Designer POP	
		Floors	Anti Skid Vitrified Tiles (Size 1x1)	KAJARIA/NITCO or equivalent imported
		External door & Windows	Power Coated Aluminium Glazing	
			Modular Kitchen with wooden cupboard (i.e. fully modular), Counter in Granite Stone, R.O System & Fixture & fitting for geyser water supply	RO: INALSA/KENT or equivalent, CP FITTINGS: Jaguar or imported equivalent
		Fixture & Fitting		
			Designer Ceramic Tiles with border up to 2'-0" above Counter	KAJARIA/NITCO or imported equivalent
		Walls		
		Internal Doors	Hard wood frame	

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			with Flush door shutter	
		Utility	Single sink with Drainloader	Stainless Steel (ISI STANDARD)
7	Dressing room	Floors	Wooden Laminated	
		Fixture & Fitting	Modular Switches	ANCHOR / CLIPSAL
		Walls	Plastic Paint	BERGER/ASIAN or equivalent
		Ceiling	Designer POP	
			Wardrobe with wooden cupboard	
8	Balconies	Floors	Ceramic Tiles floors	KAJARIA/NITCO or equivalent Imported
		Walls	Permanent Finish	Textured Plaster
		Internal	Hard wood frame with Flush door shutter	ISI STANDARD or equivalent
		Ceiling	Designer POP	
9	Lift Lobbies/Corridor	Floors	Combination of different colour of Marble/ Stone in pattern	
		Walls	Granite Tiles cladding upto 3'-0" Feet & Texture Paint above	
		Ceiling	Designer POP	
10	Main entrance Lobby	Floors	Combination of different colour of Granite/Glass.	
		Walls	Texture paint	
		Internal Door	Teak wood frame with Flush door shutter	
11	Exterior Finish	Floors	Combination of Texture & permanent finish	
		Doors & windows	Fly mesh provision to all external windows .	

Authorised

Pratibha Gupta

Amrapali Zodiac Developers Pvt. Ltd.

Developer
Authorised Signatory



Assignments and Endorsements

1. First Transfer

I/We hereby assign all the rights and liabilities under this Agreement in favour of:	I/We hereby accept all the rights and liabilities under the Agreement assigned in my/our favour by:
.....
TRANSFEROR	TRANSFeree

The above Transfer is hereby confirmed.

Date	Authorized Signatory AMRAPALI ZODIAC DEVELOPERS PVT. LTD.
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2. Second Transfer

I/We hereby assign all the rights and liabilities under this Agreement in favour of:	I/We hereby accept all the rights and liabilities under the Agreement assigned in my/our favour by:
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Author/s

Developer