



EXPRESS PROPERTIES PRIVATE LIMITED

HS – 38 Kailash Colony
New Delhi – 110048

Dear Sir,

I/We request that I/We may be registered for provisional allotment of a Residential Apartment in the complex, know as, **EXPRESS GREENS**” at Plot No GH 1/1, Sector 1, Vaishali, Ghaziabad proposed to be developed by Express Properties Private Limited. (Hereinafter referred to as the Company).

I/We agree to sign and execute, as and when required, the **Allotment Letter/ Agreement to Sell** containing terms and conditions of allotment and other related document as prescribed on Company's standard formats.

I/We also agree to abide by the General Terms & Conditions for provisional registration of allotment as attached hereto.

I/We remit herewith a sum of Rs. (Rupees.....
..... by Bank Draft/ Cheque No.....
Dateddrawn onin favour of **“Express Properties Private Limited”**.

I /We further understand that the expression ‘Allotment’ wherever used shall always mean provisional allotment and will remain so, till such time a formal sale deed is executed in favour of the intending Allottee(s).

I / We have perused the “Price List-cum-Payment Plan” and agree to pay as per the payment plan annexed hereto.

1. SOLE / FIRST APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr. / Ms.

S/w/d of.....

Date of Birth

Guardian's Name (In case of minor).....

Nationality

A large, empty rectangular box with a thin black border, intended for a passport-size photograph.

Occupation:

Service

Professional

Business

Student

House wife

any other.....

Resident Status:

Resident Non Resident Foreign National of Indian Origin
Other (Please Specify)

Mailing Address

House No.
.....
.....
.....
City State Country
Pin e-mail
Tele No. Fax. No. Mobile No.

Permanent Address

House No.
.....
.....
.....
City State Country
Pin e-mail
Tele No. Fax. No. Mobile No.

Office Address

Co Name.....
No.....
.....
.....
City State Country
Pin e-mail
Tele No. Fax. No. Mobile No.

Income Tax Permanent Account No / Form 60 / 61.....

2. SECOND APPLICANT

Mr. / Ms.
S/w/d of
Date of Birth
Guardian's Name (In case of minor)
Nationality

Occupation:

Service Professional Business
Student House wife Any other

Resident Status:

Resident Non Resident Foreign National of Indian Origin
Other (Please Specify)

Mailing Address

House No.
.....
City State Country
Pin e-mail
Tele No. Fax. No. Mobile No.

Permanent Address

House No.
.....
City State Country
Pin e-mail
Tele No. Fax. No. Mobile No.

Office Address

Co Name
No.
.....
City State Country
Pin e-mail
Tele No. Fax. No. Mobile No.
Income Tax Permanent Account No / Form 60 / 61.....

3. Details of Provisional Registration:

(1) Flat No. (2) Block
(3) Type (4) Carpet Area of Flat
(5) Total Area of Flat

6. Payment Plan Opted: **PLAN A** **Construction Link Payment Plan**
PLAN B **Flexi Payment Plan****7. Payments:**

i)	Basic Consideration Price	Rs.
ii)	Preferential Location Charges(if applicable)	Rs.
iii)	Club Registration Charges	Rs.
iv)	Parking Charges (Covered)	Rs.
v)	Power Backup Installation Charges(1KVA)	Rs.
vi)	Fire fighting Installation Charges	Rs.
vii)	IDC Charges	Rs.
viii)	Electrification Charges (____ KVA)	Rs.
ix)	Other Charges, If any	Rs.

Total Payable	Rs.
----------------------	-----------------

Registration Charges & stamp duty is payable extra as applicable at the time of Registration
Service tax/ GST & Govt levies are payable extra as per govt. norms

10.764 ft = 1 Sqmt

4. **Declaration:** I/We the above applicant(s) do hereby declare that by this expression of interest I/We accept and agree to abide by the terms and conditions of the expression of interest and proposed Agreement to Sell (“ATS”). The above particulars /information given by me/us is true and correct and nothing has been concealed there from. I/ We do hereby further declare that the company provided me 30 days time to make due payment, sign and register ATS and in the mean time, I/We will go through all the terms and conditions of the ATS in detail and to check all the relevant approvals in respect of the above said project. I/We do hereby agree that, the Company may cancel the booking before execution of ATS within this 30 day’s time on any ground and in such case company shall issue cheques for refunding the amount deposit by me/us within such time period without any interest.

(i)
Sole / First Applicant

(ii)
Second Applicant

Date.

Note:

- **RERA registration No: UPRERAPRJ5573**
- Cheques/Demand Draft to be made in favour of "**Express Properties Private Limited**" payable at New Delhi.
- In case, the cheque comprising booking amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without giving any notice to the applicant(s).
- All amounts received from intending Allottee(s) other than Resident Indian shall be from NRE / NRO /foreign Currency Account only.
- Applications shall be considered as incomplete if not accompanied by photographs, Copy of PAN Card and Address Proof of all the applicants(s)
- If any of the terms of the conditions mentioned above is repugnant to the applicable provisions of the RERA Act and/or Rules, such terms and conditions would be deemed as suitably modified in the compliance of RERA Act and/or Rules.

***Carpet Area** (as per RERA guidelines):- means the net usable floor of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

****Total Area**:- Means the covered area of the said apartment including the entire area enclosed by its periphery wall including area under walls, columns, balconies and lofts etc. and half the area of column wall with other premises/apartments which form integral part of said apartment and common area. Common area shall mean all such parts/areas in the entire said project which the allottee(s) shall use by sharing with other occupants of the said project including entrance lobby, electrical shafts, fire shaft, plumbing shafts and services ledges on the floors, common corridors and passages, staircases , staircases shaft, munties, services area including but not limited to the machine rooms, security/fire control rooms, maintenance offices/stores etc, if provided.

Terms & Conditions

The applicants(s) has applied for allotment of a Residential Apartment (hereinafter referred to us the Unit / flat) proposed to be constructed in the Residential project named "Express Properties Private Limited. (Hereinafter referred as " the Company") on plot no. GH-1/1 Sector – 1 Vaishali. The allotment of the unit is entirely at the direction of the company.

- i) The applicant's/flat buyer(s) has fully satisfied himself about title, right and interest of the in the plot of land which is allotted to the company by Ghaziabad Development Authority (GDA) on freehold basis.
- ii) The applicant(s) flat buyer(s) has seen and accepted tentative layout plan of Express Greens, designs, specifications, tentative typical unit plan (Flat plan) which are tentative and agree that company may effect such variations and modifications/addition/alteration (major/minor) therein as may be necessary or as it may deem appropriate and fit in the interest of the project or as may be done by any competent authority. The application(s) agree that no claim, monetary or otherwise will be raised in case of any change. It is clarified that the initial rate of booking of the unit will be applicable on the changed area in case of refund or demand.
- iii) The applicant(s) flat buyer (s) shall make all payments in time in terms of Schedule of Payments and / or as may be demanded by the Company from time to time and without any reminders from the Company and agrees to pay directly or if paid by the Company, them reimburse to the Company on demand, Govt. rates/taxes, property tax, work contract tax, house tax, service tax/gst, taxes of all and any kind by whatever name called and agree to pay all statutory charges and other levies demanded or imposed by the authorities as may be fixed by the company from time to time.
- iv) Time is the essence with respect to the applicant(s) obligations to pay the price of the said flat in accordance with the Schedule of Payments.
- v) In event of breach of any of the terms and conditions of this allotment by the applicant(s) /Flat Buyer(s) the allotment will be cancelled at the discretion of the Company and the earnest money (10% of the cost of the flat) shall be forfeited and balance amount paid to the company by the applicant(s) / Flat buyer(s) shall be refunded without any interest.
- vi) All the payments by the applicant(s) / Flat buyer(s) shall be made to the company through demand drafts/cheques drawn upon schedule banks in favour of "Express Properties Private Limited." payable at Delhi/New Delhi only.
- vii) Transfer of the said unit, in case of allotment thereof, by the applicant(s) flat buyer(s) shall be permissible at the sole discretion of the company on payment of such administrative charges as may be fixed by the company from time to time.
- viii) The company shall have the first lien and charge on the said unit for all its dues and other sums payable by the applicant (s)/ flat buyers(s) to the company. The applicant(s)/ flat buyer(s) authorizes the Company to adjust/appropriate all payments made by him/ her under any head(s) of dues against outstanding if any in his/ her name.
- ix) The applicant(s)/ flat buyer(s) hereby agrees to enter into the maintenance Agreement with the maintenance agency from time to time for the maintenance and upkeep of the said building / said complex /said flat and the flat buyer(s) undertakes to pay the maintenance bill as raised by the Company / Maintenance Agency/Agency. The applicant(s) / flat buyer (S) further undertakes to abide by the terms and conditions of Maintenance Agreement from time to time.
- x) Applicant(s) Flat buyer(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in foreign exchange management act. 1999 and/or any other statutory provisions governing this transaction, which may inter-alia, involve remittance of payments/ considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory Authority/ the company, the amount paid towards booking and further consideration will be returned by the company as per rules without interest and the allotment cancelled forthwith. The company will not be liable in any manner on such account.
- xi) Loans from financial institutions to finance the said unit may be availed by the applicant(s) flat buyer(s) however, the company shall not be responsible in any manner if a particular Institution/Bank refuses to finance the allotted Unit on any ground.
- xii) In case the company is forced to abandon the said project for any reason, the company shall be liable to refund the amount paid by the applicant(s)/flat buyer(s) with interest @ 10% p.a within six months, from the happening of such eventuality.
- xiii) The applicant(s) / flat Buyer(s) shall not use the said flat for any purpose other than residential or in manner that may cause nuisance or annoyance to occupants of other flats.
- xiv) Detailed terms and conditions shall form part of the allotment letter (confirmation of allotment) and flat buyer agreement, which shall execute between the flat buyer and the company.
- xv) To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s) flat buyer(s) that reference shall be made to the detailed terms of the Allotment Letter / Flat buyer agreement, terms whereof has been seen, read and understood/accepted by the applicant(s) / flat buyer(s).
- xvi) The company, upon making the flat of the flat Buyers (s) ready for use, offer in writing to the flat Buyer (s) to take possession occupy and use the said Flat in terms of this Agreement within thirty (30) days from the date of issue of such notice. If the Flat Buyer(s) fails to take over the flat as aforesaid within the time limit prescribed by the Company holding charges @ Rs. 10/- (Rupees Ten Only) per sq. ft. of the Total area of the said flat per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Flat till the entire holding charges with applicable overdue interest, if any, at the rates as prescribed in this agreement are fully paid. It is made clear and the flat Buyer(s) agrees that the holding charges as stipulated in this clause shall be a

distinct charge not related to (but in addition to) maintenance or any other charges as provided in this application/allotment letter/ flat buyer agreement.

xvii) The applicant(s) flat buyer(s) undertakes to abide by and comply with all the laws, rules and regulations applicable to the said Unit/Project.

xviii) If any plant and machinery within the said complex/said building such lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/ equipments of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by the all the applicant(s) flat buyer(s) in the said Building/said Complex on Pro-rate basis.

xix) The structure of the said Building may be got insured against fire, earthquake, riots and civil commotion, militant acts by the Company or the maintenance company/agency on behalf of the flat Buyer(s) and the cost thereof shall be payable by Flat Buyer(s) separately.

xx) The company reserves the right to give on lease or hire or make further construction on the whole or a part of the top roof/ terraces above the top floor (except the exclusive terraces if permitted by company to any particular allottee of pent house in writing).

xxi) The Company, its Associate Companies, its Subsidiary Companies as stated earlier shall prepare and execute along with the flat Buyer(s) a sale / conveyance deed to convey the title of the said Flat in Favor of Flat Buyer(s) but only after receiving full payment of the total price of the Flat and the parking space allotted to him/her and payment of all charges/dues/ securities including club membership charges, maintenance security deposit and charges for electricity, interest, penal interest etc. on delayed installments, service tax, stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this agreement of as demanded by the Company from time to time prior to the execution of the Conveyance Deed.

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

xxiii) The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this application/allotment letter/flat buyer agreement if such performance is prevented delayed or hindered by an act of god fire flood, explosion, strike, war, riot, terrorist acts sabotage, inability to procure or general shortage of energy, labor equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts actions or labor unions Court Case/ decree/ stay or any other cause(s) contact orders/directions (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company. Further Area of the flat may vary upto \pm 3% but cost of apartment will remain unchanged

xxiv) The flat buyer(s) accepts that he will not allow visitor vehicle to park inside premises of Express Greens. He will ensure that the visitor's vehicle will park outside of the boundary wall of the complex. He will not argue with the gatekeeper in this regard.

xxv) A Recreation Club is proposed to be provided in the Complex. The applicant(s) flat buyer(s) shall be made a member for which membership fee will be charged as applicable rates from time to time per flat. The membership shall be compulsory. Watch & ward arrangements are proposed to be provided in the complex as part of maintenance.

xxvi) The Company shall have right, without any approval of any applicant(s) / flat buyer(s) in the said Building to carry out any type of addition / alterations, improvements or repairs etc. and also reserves the right to correct, modify, amend or change all the annexure.

xxvii) It is specifically made clear to the applicant(s) flat buyer(s) that all defaults, liable for consequences stipulated herein, failure to make payment of even one installment within the time as stipulated in the Schedule of payment and failure to pay the stamp duty, legal registration, any incidental charges service tax any increases in security including but not limited to interest free maintenance security as demanded by the Company, any other charges deposit for electricity, taxes etc. as may be notified by the Company to the flat Buyer(s) under the terms of this Agreement and all other defaults of similar nature, to perform and observe any or all of the flat buyer(s) obligation, failure to execute the flat buyer agreement/ flat allotment agreement within the time stipulated by the Company in its allotment letter, failure to take over the said flat for occupation and use within the time stipulated by the Company in its notice, failure to execute the conveyance deed within the time stipulated by the Company in its notice., failure to execute Maintenance Agreement and or/to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/ charges for electricity or any other heads or any increases in respect thereof as, demanded by the Company/Maintenance agency, its nominee other Body or Association of Flat Owners., failure pursuant to become a member of the association of flat Owners at the said Building/ said Complex or to pay subscription charges etc, as may be required by the Company or Association of Flat Owners, Dishonor of any cheques(s), give by Flat Buyer(s) for any reason whatsoever. Sale /transfer/disposal of/dealing with, in any manner, the reserved parking space independent of the said Flat. Any other acts, deeds or things which the applicant(s) /Flat buyer(s) may commit omit or fail to perform in terms of this application/ allotment letter/ flat buyer agreement terms whereof has been seen, read & understood/accepted by the applicant(s) flat buyer(s).