

EXPRESS ONE

2/3 BHK Homes, Vasundhara



REGISTRATION FORM

From :

Date :

First Applicant

Second Applicant

Mr./Ms./M/s.

Mr./Ms./M/s

.....

.....

S/D/W/o :

S/D/W/o.....

Permanent Address :

Permanent Address :

.....

.....

Phone/Mobile :

Phone/Mobile :

Email ID :

Email ID :

PAN No.

Authorised Dealer

Solid Properties Private Limited
810, Surya Kiran Building,
19, Kasturba Gandhi Marg,
New Delhi 110 001

Dear Sir,

I/We wish to register myself/ourselves for the allotment of a residential apartment having approx. sq.ft. (..... meters), tentative super area for Type BHK with Parking Nos. (Covered/Open), in your future project "EXPRESS ONE" at Plot Comm-2, Sector 14, Vasundhara, Ghaziabad, to be developed by **M/s Solid Properties Pvt. Ltd.** at the basic price of Rs./- (Rs.). (Basic price is exclusive of charges as detailed in Annexure-A & B).

I/We am/are satisfied with the information regarding statutory permissions/sanctions for development obtained by **M/s Solid Properties Private Limited** and the title of the parcel of the land on which the project Express One is being developed.

I/We have understood the terms and conditions of the allotment (Annexure-A), Payment Plan (Annexure-B) and Proposed Specifications which are accepted by me/us, pursuant where to I agree to execute and sign, the Standard Apartment Buyer Agreement governing the rights and obligations with regard to the allotment of a residential apartment, at the time of allotment. The Standard Apartment Buyer Agreement whereof have been shown to me/us and are acceptable to me/us. I/We shall not seek any modifications in the standard Apartment Buyer Agreement of the Company. I/We understand that refusal to sign the Apartment Buyer Agreement shall constitute a default on my part and the Company shall be free to cancel my allotment and forfeit the earnest money. I/We further agree to execute any and all such further document(s) as may be required to be executed from time to time.

I/We remit herewith a sum of Rs. (Rs.) Drawn on being Draft/Cheque no. dated I/We agree and undertake to pay the Sale Consideration and other charges in the form of installments, as detailed in Annexure-B, as and when demanded by the company.

(SIGNATURE)
(First Applicant)

(SIGNATURE)
(Second Applicant)

Application Received by

Name of broker.....

Status of application

(Authorised Signatory)

TERMS AND CONDITIONS

Whereas freehold land of the aforesaid project has been allotted to the company i.e. M/s Solid Properties Private Limited (company/builder) measuring 6826.50 Sq. meters by the Uttar Pradesh Avs Vikas Parishad, vide Sale Deed dated 01.03.2006 on free hold basis. The land has been converted from lease hold to free hold property.

1. Applicant(s) have acquired full knowledge of the Land and title and statutory permission/sanctions for development and is/are applying after having acquired full knowledge of the laws, notifications, rules and regulations applicable to the Land & the Project and the sanctions and permissions, and undertakes that Applicant(s) shall abide by all laws, bye laws notifications and rules. That I/We understand that the Company/Developer has applied for the Sanction of Plan from U.P. Avs Vikas Parishad.
2. That the intending Allottee(s) is/are aware of an his/have knowledge that the building plans are tentative and agreed that the Company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Company, the Government/Uttar Pradesh Avs Vikas Parishad, any other Local Authority or Body having jurisdiction. That the intending Allottee(s) consent that the Company can make any type of change in areas layout/elevation/design alterations in open spaces, green area or parking spaces etc. as and when required or deemed fit by the Company.
3. Applicant(s) have perused the Payment Plan opted by the Applicant(s) and have clearly understood the same.
4. The allotment/provisional allotment shall be made within 9 (nine) months from date of application. At the receipt of the offer of allotment, the applicant shall accept the offer within 15 days of receipt of offer of allotment by written communication. If the communication is not received within 15 days it shall be deemed to be accepted by the company.
5. For any reason whatsoever, if the Company is not able to provide the allotment for a period of 1 (one) year from the date of credit of application money then the Company shall upon the specific request of the applicant and completion of formalities shall refund the amount in full with simple interest @ 10% per annum with no further liability to pay any damages or compensation in any form. However, no interest on delayed allotment shall be given.
6. If the applicant wishes to withdraw the application before the allotment, the withdrawal shall be subject to the deduction of 50% of the entire amount to be received by the company, till that date.
7. That the timely and due payment as per the Payment Plan is the essence of allotment. In the event of delay in making timely payment as per the schedule or non payment of any other charges of any nature whatsoever, for any reason or breach of any term of the application/allotment/Buyer Agreement, the Company shall reserve the right to cancel the allotment. The Company shall at its sole discretion may condone the delay in payment and charge interest @ 21% p.a. till the date of payment. In such an eventuality, the Company shall have the right to adjust the installment amount received from the Applicant(s) first towards the interest and other sums, if any, due from the Applicant(s) and the balance, if any, towards the sale consideration. A sum equivalent to 15% of the Basic Sale Consideration shall always constitute and deemed to be the Earnest Money. On the cancellation, the applicant shall be entitled to the refund of all such amount paid till then as part Sale Amount though subject to deduction of 15% of the Basic Sale Consideration and the interest payable as aforesaid as defined in Buyer Agreement.
8. The Applicant(s) may get the name of his/her nominee(s) substituted in his/her place with prior approval of Company on the payment of prescribed transfer fees. The Company may permit such substitution on such terms and conditions as if may deem appropriate in the interest of the Company.
9. The allotment shall be provisional till the entire sale consideration is paid in full and the applicant shall not claim any right/title and interest in the residential apartment till such time.
10. That saving and excepting the particular Apartment allotted, the intending Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircase, lifts, terraces, roofs, parks, basement, parking spaces.
11. That as per the layout plan it is envisaged that the apartment on all floors shall be sold as an independent Apartment. The intending Allottee(s) shall not be permitted to construct anything on the terrace. However, the Company shall have the right to explore the terrace in case of any change in the F.A.R. carry out construction of further apartment in the eventuality of such change in the F.A.R. However, if as a result thereof, there is any change in the boundaries or areas of the said Apartment, the same shall be valid and binding on the intending Allottee(s).
12. That the Sale consideration is for the total area of the said apartment, as mentioned herein above, known as "Super Area" comprises the covered areas, areas under wall, full area of galleries and other projection whatsoever, together with proportionate interest in the common areas and facilities such as area under : Staircase, lifts, entrances and the exits of the

building, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said Apartment. However, it is admitted acknowledged and so recorded between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in F.A.R. density, open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for parks, parking spaces (excepting what has been allotted by an agreement to intending Allottee(s) or tot-lots, space for public amenities, shopping centres or any other space will be the sole ownership of the Company who will have the authority to change membership for such facilities and dispose off the other assets, whatever stated above.

13. That the covered areas shown in the brochure, map or any other document has been calculated on brick wall to brick wall basis.
14. That any request for any change in construction of any type in the apartment from the intending Allottees(s) will not be entertained.
15. Applicant(s) shall within prescribed time sign the Apartment Buyer Agreement, all applications, documents, agreement and other relevant papers, as required, in pursuance to this transaction and do all the acts, deeds and things as the Company may require in allocation of the residential apartment. The Applicant understands that refusal to sign the Apartment Buyer Agreement shall constitute a default on his part and the Company shall be free to cancel the allotment/provisional allotment and forfeit the amounts paid as per clause 5 above.
16. The Applicant understands that the basic sale price of the Apartment does not include the External Development Charges (EDC) or Infrastructure Development Charges (IDC), Service Charges, Club Membership Charges, IFMS, Car Parking, EEC, ESS, FFC, PLC and Maintenance Charges or Value Added Tax (VAT), or Works Contract Tax (WCT), or Service Tax levied by central government (ST), or any such other taxes. All such charges, levies, taxes of any nature whatsoever, whether already levied by the State Govt./Central Govt./Local authority/statutory authorities or leviable in future with prospective or retrospective effect, or any enhancement shall be payable by the Applicant to the Company, without any demur or protest, immediately on demand, in addition to the basic sale price of the Said Apartment.
17. That the other connected expenses i.e. cost of stamp duty for registration of the Sale Deed/registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the intending Allottee(s). The intending Allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the Apartment for the stamp duty.
18. The Applicant agrees to bear and pay the maintenance charges as raised by the maintenance agency so appointed by the Company for the maintenance of the project. Further, the Applicant undertakes to pay the interest free maintenance security deposit, at the time of handing over of possession of the Apartment. The Applicant agrees to execute the Standard Maintenance Agreement at the time of handing over of the possession of the Apartment.
19. The Applicant shall take possession of the said Apartment within 30 days of the Company's written notice of offer for possession to him. If the Applicant refuses, neglects or fails to take possession of the said Apartment within 30 days period from the date of notice, for any reason whatsoever then along with interest thereof, the Applicant shall be liable to pay Maintenance Charges as applicable and Holding Over Charges and Refurbishing Charges as fixed by the company for the period for which the applicant fails to take the actual physical possession thereof.
20. The Applicant shall as and when informed by the Company become the member of Residential Welfare Association (RWA) or such association for the time being in force. Further, the Applicant understands that to maintain the standards and ambience of the project, Maintenance Agency has been appointed, so the maintenance agency so appointed by the Company shall keep maintaining the project, even after the formation of RWA.
21. That the intending Allottee(s) shall abide by the laws, rules and regulations of the Uttar Pradesh Avastha Vikas Parishad and any other competent authority and of the proposed body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Company) 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 complex. The Apartment shall be used for the purpose for which it is allotted.
22. That the intending Allottee(s) shall get his/her/their complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by registered AD letter/courier about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will deemed to have been received by him/her/their at the

time when those should primarily reach and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.

23. The Company shall, in case of more than one Applicant, intimate only the First Applicant so mentioned in this Form, and all correspondence shall be addressed to the First Applicant, which shall be deemed served upon all the Applicants.
24. The company reserves the right to decide in the process of allotment of units to applicant as per its policy and the applicants agree for the same.
25. The Company has not authorized any broker/property agent/sales agent/sales organizer to issue credit notes or any cash back schemes. The broker/property agent/sales organizer is not authorized to collect cash from the intending Allottee(s). If the intending Allottee(s) accept any credit notes or any cash back schemes from the broker/property agent/sales agent/sales organizer or gives cash to any broker/property agent/sales agent/sales organizer, the Company is not liable for the same and intending allottee(s) shall do so at his/her own risk and cost.
26. That any dispute, controversy, or claim arising between the parties to this Agreement out of or relating to this agreement, including their respective rights and obligations contained herein, or the breach, termination, or invalidity of this agreements or relating to interpretation of any provisions herein, such differences or disputes or matters shall be submitted for arbitration to the sole Arbitration appointed by the Chairman of the Company, who shall decide the same in accordance with the Arbitration and Conciliation Act. 1996, and any other statutory modifications or re-enactment thereof. The language to be used in the arbitration shall be English. The arbitration proceedings shall be held in Delhi. Each party further agrees that is shall not commence or maintain any suit or legal proceeding concerning a dispute hereunder until such dispute has been finally settled in accordance with the arbitration procedure provided for herein.
27. That this application shall be governed by and construed in accordance with the laws of India and the courts in Delhi alone shall have the exclusive jurisdiction over the same.

I/We have gone through the above terms and conditions and have understood them and I/We hereby record my/our acceptance thereof.

(SIGNATURE)
(First Applicant)

(SIGNATURE)
(Second Applicant)

Note : The terms herein are in addition to the terms and conditions of the Standard Buyer Agreement, to be executed at the time of allotment.

Schedule of Payments

PLAN 'A' (Down Payment Plan)

Installment Plan	% of Payment
Upon Registration	10%
Within 30 days of Registration	80% of BSP + all other charges
On offer of Possession	10%

Down payment rebate is applicable

PLAN 'B' (Construction Link Plan)

Installment Plan	% of Payment
At the time of registration	10%
Within 45 days of registration	10%
At the time of Allotment/Provisional Allotment	5% + 50% of PLC
Start of Construction	5% + 50% of PLC
Start of Ground Floor	5%
Start of 3rd Floor	7.5%
Start of 5th Floor	7.5%
Start of 7th Floor	7.5%
Start of 9th Floor	7.5%
Start of 11th Floor	5%
Start of Top Floor	5%
Completion of Brick Work	5%
Completion of Internal Plaster	5%
Start of Flooring & Tiles	5%
Completion of External Plaster	5%
On offer of Possession	5% other charges

Note : EDC/IDC charges, preferential location charges, service tax, VAT and other charges extra as applicable.