

TERMS AND CONDITIONS :

1. NATURE OF BOOKING :

- 1.1 This is a provisional booking for a Bungalow mentioned overleaf in the project known as Silver Oak Bungalows(Phase-II).
- 1.2 The provisional booking do not convey in favour of purchaser any, right, title or interest of whatsoever nature unless and until required documents such as Sale Agreement / Sale Deed / Work Order etc., are executed.
- 1.3 The purchaser shall execute the required documents within a period of 30 days from the date of booking along with payment of the 1st installment mentioned overleaf. In case, the purchaser fails to do so then this provisional booking shall stand cancelled and the builder shall be entitled to deduct cancellation charges as mentioned herein.

2. REGISTRATION CHARGES :

- 2.1 Registration Charges, Stamp Duty and incidental expenses thereto as applicable at the time of registration shall be extra and is to be borne by the purchaser.
- 2.2 Service Tax & VAT as applicable from time to time shall be extra and is to be borne by the purchaser.

3. MODE OF PAYMENT :

- 3.1 All payments from outstation locations are to be paid through DEMAND DRAFTS only. Demand Drafts / Local Cheques are to be made payable to MEHTA & MODI HOMES. Cash payment shall be made only at the Head Office or Site Office. The purchaser must insist on a duly signed receipt from authorized personnel having photo identity cards.

4. DELAYED PAYMENT :

- 4.1 Simple interest at the rate of 1.5% per month shall be charged on all delayed payments of installments. The rate of interest to be paid along with delayed installments is Rs. 1.50 per Rs. 100/- per month

5. HOUSING LOANS :

- 5.1 The purchaser at his/her discretion and cost may avail housing loan from bank / financial institution. The purchaser shall endeavour to obtain necessary loan sanctions within 30 days from the date of provisional booking. The builder shall under no circumstances be held responsible for non-sanction of the loan to the purchaser for whatsoever reason. The payment of installments to the builder shall not be linked to the housing loan availed / to be availed by the purchaser.

6. CANCELLATION CHARGES :

- 6.1 In case of default mentioned in clause 1.3 above, the cancellation charges shall be Rs.25,000/-.
- 6.2 In case of failure of the purchaser to obtain housing loan within 30 days of the provisional booking, the cancellation charges will be NIL provided necessary intimation to this effect is given to the builder in writing along with necessary proof of non-sanction of the loan. In case of such non intimation, the cancellation charges shall be Rs.25,000/-.

- 6.3 In case of request for cancellation in writing within 60 days of this provisional booking, the cancellation charges shall be Rs.50,000/-.

- 6.4 In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 10% of the agreed sale consideration.

7. OTHER CONSEQUENCES UPON CANCELLATION :

- 7.1 The purchaser shall re-convey and redeliver the possession of the bungalow / plot in favour of the builder at his/her cost free from all encumbrances, charges, claims, interests etc., of whatsoever nature.

8. ADDITIONS & ALTERATIONS :

- 8.1 Cost of any additions and alterations made over and above specifications mentioned in the brochure at the request of the purchaser shall be charged extra
- 8.2 All the bungalows in Silver Oak Bungalows (Phase-II) shall have a similar elevation, colour scheme, compound wall, landscaping, trees etc. No purchaser shall be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the builder and/or association / society in-charge of maintenance for an initial period ending upto 2015.

9. BROKERAGE COMMISSION :

- 9.1 The builder has not appointed any other agents for marketing and/or obtaining loans. No brokerage commission or any other charges shall be payable to any employee of the company.

10. MEMBERSHIP OF ASSOCIATION / SOCIETY :

- 10.1 The purchaser shall become a member of the Association / Society which shall be formed to look after the maintenance of Silver Oak Bungalows Phase-II) and abide by its rules.

11. POSSESSION :

- 11.1 The purchaser on execution of the required documents as stated herein shall deliver the possession of the land to the builder for ending it to construct the bungalow.
- 11.2 The builder shall deliver the possession of the completed bungalow together with land to the purchaser only on payment of all dues to the builder.

12. OTHER TERMS & CONDITIONS :

- 12.1 Plans / construction / plot area subject to change as per approvals from HUDA & Kapra Municipality.
- 12.2 Other Terms & Conditions mentioned in Sale Agreement / Deed and Work Order shall apply.