

**BOOKING FORM**

No **101017**

|                                          |                                                                                                                         |           |                              |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------|
| Name of Purchaser                        | MR. KRIPENDRA TRIPATHI                                                                                                  |           |                              |
| Name of father/spouse                    | KRISHNA KUMAR TRIPATHI                                                                                                  | Age       | 38                           |
| Address:                                 | NO 5 BBMP NO 6127, AS PALYA<br>VISWASITH LAYOUT, VIGNANA NAGAR<br>BANGALORE NORTH MARCHIAHALU CIV - KARNATAKA<br>560037 |           |                              |
| Occupation:                              | MANAGER - HAL                                                                                                           |           |                              |
| Phone                                    | Office                                                                                                                  | Home      | 72045-12585                  |
|                                          | Mobile                                                                                                                  | Email     | Kripendra.tripathi@gmail.com |
| Flat No.                                 | B-211                                                                                                                   | Flat Area | 1450 sft                     |
| Total Sale Consideration:                | Rs. 64 30 000/-                                                                                                         |           |                              |
| (in words)                               | Rupees. Sixty Four Lakhs & thirty thousands only                                                                        |           |                              |
| Type of flat                             | <input checked="" type="checkbox"/> Deluxe <input type="checkbox"/> Luxury                                              |           |                              |
| Booking Amount                           | Rs. 25 000/-                                                                                                            |           |                              |
| Receipt No                               | 102059                                                                                                                  | Date      | 03/04/22                     |
| Payment Terms                            |                                                                                                                         |           |                              |
| Installment No.                          | Due Date                                                                                                                | Amount    |                              |
| I Installment                            | Within 15 days of booking.                                                                                              | 17/04/22  |                              |
| II Installment                           | 15% of sale consideration to be paid within 30 days.                                                                    | 2.00.000  |                              |
| III Installment* - 10% of balance amount | Within 7 days of completing plinth beams.                                                                               | 9 64 500  |                              |
| IV Installment* - 40% of balance amount  | Within 7 days of completing slab.                                                                                       | 5.04.050  |                              |
| V Installment* - 30% of balance amount   | Within 7 days of completing brick work and internal plastering.                                                         | 20.16.200 |                              |
| VI Installment* - 20% of balance amount  | Within 7 days of completing flooring, bathroom tiles, doors, windows & first coat of paint.                             | 15.12.150 |                              |
| VII Installment                          | On completion / possession.                                                                                             | 10.08.100 |                              |
| Payment through                          | <input checked="" type="checkbox"/> Housing Loan <input type="checkbox"/> Own sources                                   |           |                              |
| Remarks                                  | Registration & GST Applicable                                                                                           |           |                              |
|                                          | PPT No.                                                                                                                 | 121       |                              |

I hereby declare that I have gone through and understood the terms and conditions mentioned overleaf and shall abide by the same.

Date: 02/04/22

Place: Pocharam

Booked by:

Anand Kumar Neha

Signature of Purchaser: [Signature]

For M/S. Modi Realty Pocharam LLP.

Signature: [Signature]

Name: Anand Kumar Neha

**Note**

M/s. Modi Realty Pocharam LLP is the Developer of Nilgiri Heights under a JDA with land owners viz., Mr. Sambeshwar Rao and others. All payments shall be made in favour of M/s. Modi Realty Pocharam LLP or land owners for their respective share of flats.



## **TERMS AND CONDITIONS:**

### **1. NATURE OF BOOKING:**

- 1.1 This is a provisional booking for a flat mentioned overleaf in the project known as Nilgiri Heights.
- 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 / Construction Contract, etc., are executed.
- 1.3 The purchaser shall execute the required documents within a period of 15 days from the date of booking along with payment of the 1<sup>st</sup> 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 & OTHER 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 GST as applicable from time to time shall be extra and are to be borne by the purchaser.

### **3. MODE OF PAYMENT:**

- 3.1 All payments must be by way of cheque, demand drafts, RTGS, online transfer or pay order. Cash payments shall not be accepted.

### **4. DELAYED PAYMENTS:**

- 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 a 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 50,000/-.
- 6.4 In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 15% of the agreed sale consideration.

### **7. OTHER CONSEQUENCES UPON CANCELLATION:**

- 7.1 The purchaser shall re-convey and redeliver the possession of the flat 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 flats in Nilgiri Heights shall have a similar elevation, colour scheme, compound wall, landscaping, trees, etc. No purchaser shall be allowed to alter any portion of the flat 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 in year 2030.

### **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 Nilgiri Heights and abide by its rules.
- 10.2 The purchaser shall pay a sum of Rs. 25,000/- per flat, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed flat.

### **11. POSSESSION:**

- 11.1 The builder shall deliver of possession of the completed flat together with land to the purchaser only on payment of all dues to the builder.

### **12. OTHER TERMS & CONDITIONS**

- 12.1 Other Terms & Conditions mentioned in Sale Agreement / Deed and Construction Contract shall apply.
- 12.2 In case, the flat is completed before the scheduled date of completion, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and dues dates mentioned herein.
- 12.3 This booking is not transferable.
- 12.4 Any alterations to these terms and conditions shall be in writing, duly signed by the builder and purchaser.



**B No: 101017**

Nilgiri Heights

Modi Realty Pocharam LLP