

Fax : - 2726 0466



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Fax : 040-27544058

No. 1126

Name :

M/s. Suilders a Partnership firm is the Owners / Builders / Developer of Silver Oak Apartments (HUDA sanction plan No. 7793/R/P4 dt.6/12/04) Modi Properties & Investments Pvt Ltd., are duly appointed as the sole Marketing Agents of Summr. All payments however shall be made directly in favour of Summit Builders. The term Builder shall mean and included Properties & Investments Pvt. Ltd. and Summit Builders.

TERMS AND CONDITIONS :

1. NATURE OF BOOKING :

- 1.1 This is a provisional booking for a Flat mentioned overleaf in the project known as Silver Oak Apartments.
- 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 30 days from this 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 below.

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.

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 M/s.SUMMIT BUILDERS. 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 only 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.5,000/- & Rs.10,000/- for single & double bedroom flats respectively.

- 6.2 In case of failure of the purchaser to obtaining loan within 30 days of the provisional booking the cancellation charges will be NIL provided intimation to this effect is given to the builder along with necessary proof of non-sanction of the loan. In case of such non intimation, the cancellation charges shall be Rs.5,000/- & Rs.10,000/- for single & double bedroom flats respectively.

- 6.3 In case of request for cancellation in writing 60 days of this provisional booking, the cancellation Charges shall be Rs.10,000/- & Rs.20,000/- for single & double bedroom flats respectively.

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

7. OTHER CONSEQUENCES UPON CANCELLATION :

- 7.1 The purchaser shall re-convey and rededeem 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 in above specifications mentioned in the brochure at the request of the purchaser shall be charged on the purchaser.

9. BROKERAGE COMMISSION :

- 9.1 The builder has not appointed any other person 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 after the maintenance of Silver Oak Apartments abide by its rules.

11. POSSESSION :

- 11.1 The builder shall deliver the possession of the completed Flat to the purchaser only on payment of all dues to the builder.

12. OTHER TERMS & CONDITIONS :

- 12.1 Other Terms & Conditions mentioned in the Sale Agreement / Deed and Work Order shall apply.