

dbali
White House

RAMNAGAR ROAD, NH 121, KASHIPUR

To,

D.Bali Infrastructures & Developers Ltd.
Ramnagar Road, Kashipur, Udham Singh Nagar
Uttarakhand

Dear Sir,

I/We request that I/We may be provisionally allotted for sale a VILLA/FLAT/SHOP/PLOT in at under your Down Payment Plan/ Installment Payment Plan. I/We remit herewith a sum of Rs (Rupees only) by Bank Draft/Cheque No. Dated drawn on as booking amount. In the event of M/s D. BALI INFRASTRUCTURES & DEVELOPERS LTD. (hereinafter called the firm) agreeing to provisionally allot for sale a VILLA/FLAT/SHOP/PLOT, I/We agree to pay further installment of sale price and all other dues as stipulated in this application and the Allotment Letter and the Payment Plan as explained to me/us by the firm and understood by me/us. I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment for sale of an VILLA/FLAT/SHOP/PLOT not with standing the fact that the firm may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter on the firm standard format agreeing to abide by the terms and conditions laid down therein then the allotment shall become final and binding upon the firm. I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of money as laid down herein and the execution of the Allotment Letter.

I. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.
S/W/D of
Nationality Age Years
Date of Birth Profession/Service
Residential Status: Resident / Non-Resident / Foreign National of Indian Origin
Income Tax Permanent Account No.
Ward/Circle/Special range and place where assessed to income tax:
Mailing Adress
.....
Telephone Nos. Mobile No. Fax No.
Designation, Office Name & Address
.....
Telephone Nos. E-mail ID.....

My/Our particulars are given below for your reference and record:

Signature of the Intending Allottee(s)

Signature of the Applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name Signature Date

1. ACCEPTED / REJECTED

Villa/Flat/Shop No..... Villa/Flat/Shop/Plot Built up Area Sq. Ft. Plot Area Sq. ft.

Total price payable for Villa/Flat/Shop/Plot together with the other cost Rs.

2. PAYMENT PLAN: Down Payment Plan Installment Payment Plan

3. Payment received vide Cheque /DD/ Pay order No. Dated Drawn on for Rs. (Rupees

4. Provisional booking receipt no..... Dated.....

5. BOOKING: DIRECT THROUGH SALES ORGANISER

6. Sales Organizer's Name & Address, Stamp with Signature :

7. Remarks:

8. Check List for Receiving Officer:

- (a) Booking Amount cheques / drafts
- (b) Customer's signature on all pages of the application form
- (c) PAN No. & Copy of PAN Card/ Undertaking From No.60
- (d) For Companies : Memorandum & Articles of Association and Certified copy of Board Resolution
- (e) For Foreign Nationals of Indian Origin: Passport Photocopy/ Funds from NRE/ FCNR A/c
- (f) For NRI : Copy of Passport & Payment through NRE /NRO A/c

Signature of the Applicant

Indicative Terms & Conditions forming part of this application for the Allotment for Sale of VILLA/FLAT/SHOP.

- 1. That Villa/Flat/Shop/Plot will be allotted as per payment plans mentioned below:
 - (a) Down Payment Schedule -
20% at the time of booking , 70% (a.c) within one month of booking & 5% at the time of possession.
 - (b) Installment Payment Schedule -

At the time of booking	10%
Within one month of booking	15%
Plinth Level	10%
Completion of Ground floor Door level	10%
Ground Floor slab casting	10%
First floor dooor level	10%
First Floor Slab casting	10%
Completion Plaster Work of Ground & First Floor	5%
Completion All Civil Work of Ground & First Floor	5%
Flooring Work	5%
Completion of paint Work	5%
Time of Possession	5%
 - (c) Plot Payment Schedule -
25% at the time of booking, 25% with in three months from the date of booking Rest 50% with in six month from the date of booking
- 2. That registration, stamp duty charges and any other taxes extra as per government norms will be borne by the allottee(s).
- 3. That if payment is not received within stipulated period given in the installment demand notice or in the event of breach of any terms or conditions of this allotment by the allottee(s), the allotment will be

- cancelled and 10% of the basic price of the Villa/flat/shop/plot will be forfeited and balance amount will be refunded without interest & installment call notice /demand letter by the builder to the effect that installment has become due as stated above shall be final and binding .it is made clear that time of payment is the essence of this allotment .in exceptional circumstances the builder may in its sole description condone the delay in payment and may charge @18% per annum in event of the builder waiving the right of forfeiture and accepting the payment of that account on right whatsoever would accrue to any other defaulter allottee(s).
- 4. That maximum time duration of completion of project is 24-30 month approximately.
- 5. That the terms & conditions mentioned in the application form will be forming part of this allotment letter & acceptable of the allottee(s).
- 6. That the drawing displayed in the site office in the brochure or at the registered office of the builder showing the Villa/flat/shop/plot are provisional & tentative and are subject to change at the instance of sanctioning authorities or the builder and change can be made during the course of construction without any objection or claim form the allottee(s).
- 7. That the allottee(s) has seen and accepted the plans designs specification which are tentative modification in the layout plan / building plans which may deem fit or as directed by any competent authority (ies) any alteration / modification resulting in 3% plus minus in the area of the Villa/flat/shop/plot. there will be no extra charge/ claim by the builder allottee(s) however any major alteration / modification resulting in more than 3% plus minus in the

Signature of the Intending Allottee(s)

Signature of the Applicant

2. SOLE OR SECOND APPLICANT

Mr./Mrs./Ms.

S/W/D of

Nationality Age Years

Date of Birth Profession/Service

Residential Status: Resident / Non-Resident / Foreign National of Indian Origin

Income Tax Permanent Account No.

Ward/Circle/Special range and place where assessed to income tax:

Mailing Address

.....

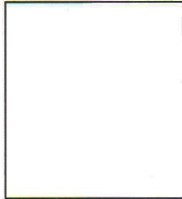
Telephone Nos. Mobile No. Fax No.

Designation, Office Name & Address

.....

Telephone Nos. E-mail ID.....

My/Our particulars are given below for your reference and record:



Signature of the Applicant

3. DETAILS OF VILLA/FLAT/SHOP/PLOT

VILLA/FLAT/SHOP/PLOT No. Built up Area Sq. Ft. Plot Area Sq. ft.

Cost (Installment Payment Plan)

Rs (Rupees)

Cost (Down Payment Plan)

Rs (Rupees)

Other Cost

Rs (Rupees)

4. PAYMENT PLAN:

Down Payment Plan Installment Payment Plan

Down Payment Plan is Valid upto (After this date the cost of the VILLA/FLAT/SHOP/PLOT will be as per Installment Payment Plan).

Note: Payments to be made by A/c Payee Cheque (s) / Demand Draft (s) in favour of "D. BALI Infrastructures & Developers Ltd., White House

5. DECLARATION

I/We the applicant(s) do hereby declare that my/our application for allotment for sale of the VILLA/FLAT/SHOP/PLOT by the firm is irrevocable and that above particulars/information given by me/us are true and correct and nothing has been concealed there from.

Yours faithfully,

Signature of the Intending Allottee(s)

Signature of the Applicant

area of the Villa/Flat/Shop/Plot the builder shall intimate the allottee(s) in writing the changes thereof and the resultant change if any in the price of the Villa/flat/shop/plot to be paid by him and the allottee (s) agrees to inform the builder in writing him /her consent or objection to the builder within 30days from the date of such notice failing which allottee(s) shall be deemed to have given his / her full consent to all the alteration / modification if the allottee(s) gives his/her non -consent or objection than the allotment shall be deemed to be cancelled and in this conditions the builder shall refund the entire money received from the allottee(s) without any deduction and without any interest

8. If for any reason whether within or outside the control of builder the whole or part the part of scheme is abandoned no claim will be preferred expect that the money paid by the allottee(s) to the builder will be refunded in full without any interest.
9. The construction of the complex is likely to be completed as clearly as possible subject however to force major circumstances regular & timely payments by the allottee(s) availability of building material etc change of law by the government / local authorities etc no claim by way of damage compensation shall lie against the builder in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons by beyond the control of the builder. However if there is delay in possession beyond due dates to any other reason the builder will pay the allottee(s) Rs.5/- square feet (for buildup area) of the area of the Villa/flat/shop/plot per month as a penalty for the delayed period only provided that all due installment from the concerned allottee(s) where received in time.
Note - Any request for any change in construction of any type in the Villa/flat/shop/plot from the allottee(s) will not be entertained.
10. It is hereby agreed, understood and declared by and between the parties that the sale deed shall be executed and registered in favour of the allottee(s) after the Villa/flat/shop/plot has been finally constructed at the site after receipt of total sale consideration agreed herein by the builder and other connected expenses i.e. cost of stamp of registration of the sale deed registration charges / fee miscellaneous expenses and advocates legal fee /charges which shall be born and paid by the allottee(s).
11. The maintenance up keep repairs security etc of the common place of the complex will be organized by the builder or its nominee the allottee(s) agrees & consents to the said arrangements the allottee(s) will pay maintenance charges which will be fixed by the builder or its nominee from time to time depending upon the maintenance cost any delay in payments will make the allottee(s) liable for interest @18 % per annum non payment of any of the charges within one month shall also disentitle the allottee(s) to the enjoyment of the common facilities the allottee(s) consents to the said arrangements whether the complex is transferred to the association of the buyers of the Villa/flat/shop/plot or other body .
12. The allottee(s) shall abide by the all laws rules & regulations of the prescribed authority /local bodies / state governments of Uttarakhand and the proposed body corporate association of the buyers (as and when formed till then as prescribed by the builders) and shall be responsible for all the deviation violations or breach of any of the condition of law / bye laws or rules & regulations after the completion of the complex the Villa/flat/shop/plot will be used for the purpose of which it is allotted.
13. The allottee(s) agrees that he will use the said Villa/flat/shop/plot for residential purpose & shall not use the aforesaid Villa/flat/shop/plot for any other purpose which may or likely to cause nuisance to the allottee(s) buyer of the other Villa/flat/shop/plot in the complex or

to crowd the roads of the complex which may or likely to cause discomfort to other residents of the complex.

14. Further if there is any service tax, trade tax and additional levies rates taxes charges compensation to the farmers cess and fees etc. as assessed and attributable to the builders as a consequence of government / statutory or other local authority (s) order the allottee(s) if applicable shall be pay the same
15. It is hereby agreed understood and declared by and between the parties that the builders may take construction finance / demand loan for the construction of the above complex from the bank / financial institutions after mortgaging the land / Villa/flat/shop/plot of the said complex however the sale deed in respect of the said Villa/flat/shop/plot in favour of the allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.
16. Until the sale deed is executed and registered and builders shall continue to be the owner of the Villa/flat/shop/plot and also the construction thereon and this allotment shall not give to the allottee(s) any right or title or interest therein even though all payments have been received by the builders .the builders shall have the first lien and charged on the Villa/flat/shop/plot for all its due that may / become due and payable by the allottee(s)
17. The allottee(s) agrees and undertakes that he /she /they shall after taking possession or receiving deemed possession of the said Villa/flat/shop/plot as the case may be or at any time there after have no objections to the builder constructing or continuing with the construction of the other building adjoining the Villa/flat/shop/plot sold to the allottee(s).
18. The allottee(s) shall get his / her complex address with the builders at the time of booking and it shall be his / her responsibility to inform the builder by registered letter / courier about all subsequent changes if any in his / her address failing which all demand letter / notice and letter posted at the first registered address will be deemed to have been received by him /her at the time when those should primarily reach on such address and the allottee(s) shall be responsible for any default in payment and other consequences that may occur there from.
19. In case purchaser / allottee started residing before completion of the Villa/flat/shop/plot he /she is advised not to complain for any rights till the builder declares the projects complete.
20. In case the buyer wants to cancel his booking "He/She has to give a valid reason of cancellation and if it is found satisfactory buy the management than only the company will refund the deposited amount after deducting 40% of the total amount deposited. In case of loan from any bank "Financial Institution or employer "The balance 60% shall be directly refunded to the creditor of Applicant.
21. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Villa/flat/shop/plot the same shall be referred to the sole arbitration of a person appointed by the builder the allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding to all the parties the arbitration proceeding shall always be held in city Kashipur district Udham Singh Nagar, Uttarakhand, India .the arbitration and conciliation act 1996 or any statutory amendments / modification shall govern the arbitration proceedings there of for the time being in force the high court of Nainital and the court subordinate to it alone shall have jurisdiction in all matters arising out of or touching and / or concerning this allotment.

Signature of the Intending Allottee(s)

Signature of the Applicant