



PROVISIONAL BOOKING APPLICATION

Date: __/__/____

"Avillion Farms" (Uchalagollahalli Village Thondebhavi Hobli, Gowribidanur Taluk)

Farm Land No: _____ Type: _____ Land area: _____ (_____ Sqft Approx)

Applicant Name : _____

Father Name: _____

Age : _____ Date of Birth: __/__/____

Address on the Agreement: _____

Address for communication: _____

Contact details Off: _____ Res: _____ Mob: _____

Email ID: _____ PAN: _____

Purchaser

AVILLION FARMS
RANKA RAJ VENTURE

1. This is a provisional booking application for the purchase of agricultural **Farm Land** at the Project "AVILLION FARMS" BY "M/s. RANKA RAJ VENTURE", a partnership firm formed and registered under the provisions of the Indian Partnership Act 1932 having its office at No.451, 3rd Floor, 3rd Block, 22nd Cross Jayanagar, Bangalore – 560011 (PAN ABCFR 2911E).THE PURCHASER/S had applied for a Farm Land in the "**Avillion Farms**" and has been provisionally allotted the Farmland No. ___ measuring about ___ Guntas, Saleable area _____ sq.ft / Usable area _____ sq.ft, hereinafter referred to as the "**Farm Land**" comprising of :

- A. Land measuring an extent of about ___ Guntas (Approximately _____ sq.ft.) carved out of a portion of SY.NO. _____ measuring a total extent of about _____ Acres _____ Guntas.
- B. Land measuring an extent of about ___ Guntas (Approximately _____ sq.ft.) carved out of a portion of SY.NO. _____ measuring a total extent of about _____ Acres _____ Guntas.

All situated in Uchalagollahalli Village, Gowribidanur Taluk, Chikkaballapur District, Bangalore Rural (hereinafter referred to as "**Farmland**", which forms part of the Larger Land Parcel, from the Firm. The Firm, being the sole and undisputed owner of the **Farmland** and in peaceful and uninterrupted possession thereof, shall sell the **Farmland** to the Purchaser for the consideration set forth herein and further facilitate the development and use of the **Farmland** for cultivation and agricultural purposes hereto

- 2) The Applicant(s) has/ have inspected the location of the Farmland and having been satisfied with the location, have signed and submitted this form to M/s. Ranka Raj Venture for booking the Farmland. The Applicant(s) has also read and understood the details of the Farmland contained in the brochures/documents provided by M/s. Ranka Raj Venture.
- 3) The Applicant(s) has agreed to purchase vacant, plan, dry agricultural for a basic sale price and consideration which is under discussion and will further discuss the payment schedule and finalize the payment terms before signing and entering into LOI(Letter of Intent) or an agreement to sell with the Applicant(s).
- 4) The Applicant(s) has agreed to Purchase vacant, plan, dry agricultural and paid a booking amount of Rs.10,00,000/- Rupees(Ten Lakhs only) RTGS/NEFT/Online Transfer bearing UTR No. _____ / Cheque/Demand Draft dated:_____ bearing No. _____ drawn on _____ Bank, _____ Branch, Bangalore

5) **TDS**

The purchaser shall be entitled to deduct tax at source TDS @ 1% on amounts to be paid towards the total sale consideration for the farmland in accordance with the provisions of Income Tax Act 1961, as applicable from time to time.

6) Stamp duty, Registration charges, and other incidental expenses shall be paid by the Applicant(s) in addition to the sale price and consideration for the purchase of the Farmland by the Applicant(s) in Avillion Farms.

7) All the payments should be drawn in favour of M/s. RANKA RAJ VENTURE bank account no.18270200004595, IFS CODE – FDRL0001827 by way of demand draft payable at BENGALURU or by RTGS transfer to the account of M/s. Ranka Raj Venture. M/s. Ranka Raj Venture shall not be responsible / accountable for any payment made to a channel partner/agent/broker or any other third party.

8) In the event of Applicant(s) cheque towards the initial booking amount being dishonored, the booking stands automatically cancelled.

9) M/s. Ranka Raj Venture has the unilateral right to accept or reject the booking application.

10) The Applicant(s)/s has clearly understood that by submitting the application, the Applicant(s)/s does not become entitled to the provisional and/or final allotment of the Farmland in the said development in Avillion Farms notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. The Applicant(s)/s further understands that it is only after the Applicant(s)/s signing and executing the LOI (letter of intent), the provisional booking application will get confirmed and after the Applicant(s)/s signing and executing the agreement to sell and agreeing to abide by the terms and conditions laid down therein that the allotment of the said Farmland shall become final.

11) The Applicant(s)/s acknowledges that the company has provided all the information and clarifications as required by the Applicant(s)/s and that the Applicant(s)/s is fully satisfied with the same and the Applicant(s) has relied on his/her/their own judgment and investigation in deciding to apply for purchase of the Farmland.

12) No oral or written representations or statements shall be considered to be a part of this provisional booking application and that this application is self contained and complete in itself in all respects.

- 13) Notwithstanding anything contained herein in this provisional booking application, the Applicant(s)/s understands that the application will be considered as valid and proper only on realization of the amount tendered with this application. The booking is subject to acceptance by the company in writing and the receipt passed for earnest money is tentative.
- 14) Self-attested proof of address and pan card copy need to be attached along with this form. if the booking is in joint names, then both Applicant(s)s need to sign this form.
- 15) On realization of the booking amount, a receipt acknowledging the same will be issued.
- 16) Any delayed payments from the due date, will attract an interest on the due amount.
- 17) No cancellation charge will be levied upon any cancellation of booking within 30 days from the date of booking. In case of cancellation of the booking post 30 days from the date of booking. The booking stands automatically cancelled. And the booking amount paid by the Applicant(s) while executing the provisional booking application will be refunded back to the Applicant(s) only after the Applicant(s) surrendering the original Provisional booking Form back to M/s. Ranka Raj Venture.
- 18) No assignment/transfer shall be considered before the signing of the definitive agreements in the name of Applicant(s). Any assignment/transfer pursuant to the execution of the Agreement to Sell shall be subject to the terms and conditions mentioned therein.
- 19) The Applicant(s) agrees to entering & signing an LOI. In case the Applicant(s) fails to execute the said LOI within the prescribed period of within 30 days from the date of signing this Booking Form as specified above, this booking shall stand automatically cancelled. The booking amount paid by the Applicant(s) while executing the provisional booking application will be refunded back to the Applicant(s), after the Applicant(s) surrendering the original Provisional booking Form and all other Farmland documents relating to Avillion Farms in the custody of the Applicant(s) provided for legal opinion back to M/s. Ranka Raj Venture.
- 20) No cancellation charge will be levied upon any cancellation of LOI within 15 days from the date of signing of LOI. In case of cancellation of the LOI post 15 days from the date of signing of LOI. The LOI stands automatically cancelled. And the entire amount including the provisional booking amount paid by the Applicant(s) while signing the LOI will be refunded back to the Applicant(s).

- 21) The Applicant(s) agrees to pay a minimum 45% of the basic sale price and consideration including the total booking amount or as per the payment plan agreed upon by the Applicant(s) and on and subject to receipt of such payment, the Purchaser shall enter into an Agreement to sell for purchase of the Farmland in the format finalized by M/s. Ranka Raj Ventures within a period of 15 days from the date of signing of LOI.
- 22) In case the Applicant(s) fails to execute the said agreement to sell within the prescribed period as specified above or within the extended period (if any) as granted by M/s. Ranka Raj Venture in writing or Email communication / Electronic communication then The LOI stands automatically cancelled And the entire amount including the provisional booking amount paid by the Applicant(s) while signing the LOI will be refunded back to the Applicant(s). M/s. Ranka Raj Venture shall at its sole option be entitled to cancel the booking/agreement and consequently, M/s. Ranka Raj Venture is entitled to re-allot and re-sell the Land to any other person/s and on such terms and conditions as M/s. Ranka Raj Venture deems fit without recourse to the Applicant(s).
- 23) In case the Applicant(s) has paid minimum 45% of the basic sale price and consideration and has entered an agreement to sell with M/s. Ranka Raj Venture and construction agreement & facility management & maintenance agreement with the identified and nominated Vendors of the firm and Applicant(s) fails to execute the said deed of absolute sale, within the prescribed period as specified in the Provisional Booking Form / LOI / Agreement to Sell or within the extended period (if any) as granted by M/s. Ranka Raj Venture, then M/s. Ranka Raj Venture shall, as its sole option, be entitled to cancel the booking / LOI / Agreement to sell without recourse to the Applicant(s) and forfeit 20% of the basic sale price and consideration, M/s. Ranka Raj Venture is entitled to re-allot and re-sell the Land to any other person and on such terms and conditions as M/s. Ranka Raj Venture deems fit without recourse to the Applicant(s) and repay to Applicant(s) the balance amount, within 12 weeks from the date of resale of the Farmland to new intending Applicant(s).
- 24) Any cancellation of the Farmland pursuant to the execution of agreements to sell shall be as per the terms and conditions of the agreements to sell.
- 25) In the event, the Applicant(s)/s intends to exchange the Farmland booked for any other Farmland in Avillion Farms, subject to its availability, The Applicant(s)/s shall become liable to pay an additional sum as per the size & other inclusions on the Farmland if necessary.

- 26) M/s. Ranka Raj Venture is not, in any manner, concerned with the loan arrangements of the Applicant(s) with any bank/financial institution and any delay by such bank/financial institution in the disbursement of any funds, on the Applicant(s)'s behalf to M/s. Ranka Raj Venture, shall not be considered as a waiver of interest against delay in the receipt of an installment when due.
- 27) All payments shall be made along with applicable taxes and subject to deduction of tax at source, if applicable.
- 28) For all outstanding dues payable by the Applicant(s) to M/s. Ranka Raj Venture, M/s. Ranka Raj Venture shall have the first lien on the said Farmland.
- 29) Other terms and conditions of the sale shall be as per the scheme of allotment and the Terms and condition of agreement to sell. The Applicant(s) do hereby declare and undertake the terms and condition of this provisional booking application and Letter of intent (LOI) are also and always valid and binding on the purchaser/s or any person/s claiming under or through purchaser/s with respect to the Farmland Property and supersedes any and all previous understandings, and other previous agreements allotment letter, correspondences, arrangements whether written or oral, if any, with the Applicant(s) in regard to the said Farmland, as the case may be
- 30) Timely payment of the installments and other dues is the essence of this provisional booking allotment and a prerequisite for entering into a formal agreement.
- 31) Addition/Deletion of the names of Allottee(s) in provisional booking shall be permitted only after prior consent of M/s. Ranka Raj Venture and payment of administrative charges to M/s .Ranka Raj Venture. Substitution of the names of the Allottee(s) in provisional booking shall be permitted only in case the person substituting the original Allottee is related to the original Allottee as spouse, their children, their siblings, parents, and their grand children.
- 32) M/s. Ranka Raj Venture shall not be responsible for any assurance, promise etc., made by any channel partner/agent/broker or any unauthorised person etc., on behalf of M/s. Ranka Raj Venture.
- 33) In case of bookings made through a dealer, channel partner, estate agent etc. M/s. Ranka Raj Venture shall not be liable for any discrepancies/variations with regard to the sale price, other charges, etc. agreed to between the Applicant(s) and M/s. Ranka Raj Venture. The Applicant(s) is supposed to verify and check the offers/discounts and property details represented by the dealer, channel partner, estate agent etc with M/s. Ranka Raj Venture or on his/her own.

- 34) In case of cancellation of booking made through any channel partner/agent/broker etc other than our authorized channel partner/agent/broker etc, the Applicant(s) shall also be liable to pay commission payout, if any, paid to such dealer/estate agents etc by M/s. Ranka Raj Venture at the time of booking of such Farmland by the Applicant(s).
- 35) The Applicant(s) agrees to be bound by the obligations and restrictions relating to their ownership of the Farmland as per the scheme of ownership of the Farmland proposed by M/s. Ranka Raj Venture and reduced to writing in the Agreement to Sell to be entered with the Applicant(s) and also the deed of absolute sale to be executed by M/s. Ranka Raj Venture in favour of the Applicant(s), post receipt of the entire sale price and consideration and other amounts from the Applicant(s).
- 36) The Applicant(s)/s agree to cause the construction of a farmhouse on the Farmland, only through M/s. Avillion Infrastructure, a proprietary concern having its office at No.451, 3rd Floor, 3rd Block, 22nd Cross Jayanagar, Bangalore – 560011 (PAN –ACQPK0838E) herein by its sole proprietor **SRI. SHAH ROOPESH** nominated and identified by M/s. Ranka Raj Venture on terms and conditions as agreed to between the Applicant(s) and M/s. Avillion Infrastructure and recorded in a separate Construction Agreement. The Applicant(s) agree and confirm that any breach of the terms of the Agreements entered into for the purchase of the Farmland or the Construction Agreement shall be tantamount to a breach of the other and the consequences will flow accordingly.
- 37) The Applicant(s) agree to also separately enter into a Facility Management & Service Maintenance Agreement with **THE MONK**, a partnership firm formed and registered under the provisions of the Indian Partnership Act 1932 having its office at No.451, 3rd Floor, 3rd Block, 22nd Cross Jayanagar, Bangalore – 560011 (PAN –AAUFT3097L) herein by its **MANAGING PARTNER SRI. HITESH SHAH** nominated identified by Ranka Raj Ventures.
- 38) The Provisional Booking form / LOI / agreement to sell / deed of absolute sale relating to the purchase of the Farmland in M/s. Avillion Farms by M/s. Ranka Raj Venture shall be read as part & parcel of Provisional Construction contract form, the construction agreement for the construction of the farmhouse on the Farmland land by M/s. Avillion Infrastructure and a Facility management and service maintenance agreement by the Monk and default committed by the applicant(s) in any one of the agreements will be treated as default committed in all three agreements.
- 39) The terms of this Provisional Booking Form are confidential and the same shall not be shared with any third party under any circumstances.

40) This Provisional Booking Form is executed in two (2) counterparts, one to be retained by the Firm and the other to be retained by the Applicant(s), each of which, will be treated as an original and both of which embody one and the same document.

41) Notice: Any notice, letter or communication to be made, served or communicated unto the Parties under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice, letter or communication is addressed to the party at the address given below and sent by registered post/fax/email (given hereunder)/ speed post or delivered personally with acknowledgement

Any notice or correspondence to be sent to either parties under this Provisional booking form shall be addressed and sent to their respective addresses mentioned in this Provisional booking form and such notices and correspondence are deemed to have been served on the parties if addressed sent by certificate of or by courier or by personal delivery. The party sending notice/correspondence is not responsible for non delivery due to change in the address if the party changing the address has not intimated in writing the change in the address. Intimation by e-mail/fax shall also be deemed as due intimation in writing.

I/We have read and understood the above terms and conditions and I/We agree to the same.


Purchaser

**AVILLION FARMS
RANKA RAJ VENTURE
MANAGING PARTNER**

For any further clarifications, you can kindly get in touch with us

Reliable India Group

Regd Office: # 1/2-1, First Floor, Banaswadi Road, Cooke Town, (Opp ITC Ltd) Bangalore – 560 005. India

Landline: +91-80-4851 6889 | Mobile: +91-88845 66889 | Mobile: +91-98453 66889 

Email: info@reliableindiagroup.com | www.reliableindiagroup.com