ALLOTMENT LETTER

Mr. XYZ --/--/2020
Email id/ Mobile No.-

Sub: **Allotment of plot in the proposed Residential Project known as "NISANA CITY" at Maner, Patna (Bihar).**

[CUST> CODE -NC/July/_/20]

Dear Sir,

This is in reference to your application dated ----------, 2020 for the allotment of plot in the Residential Project known as **"NISANA CITY"** to be developed at Maner, Patna (Bihar). (Hereinafter referred to as said 'Project'). In response to your application we **M/S Nisana Infrastructure Private Limited** a company registered under the companies Act, 2013 having its Office at C/O Sanjeev Kr.Sinha, Opp Durga Ashram Sheikpura, Between Pillar No. 81 & 82, South Bailey Road, Patna, Bihar – 800014 (hereinafter referred to as the 'Developer', which expression shall unless it repugnant to the context of meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you a **Plot No. XY** having Area of admeasuring **XYZ** sq. mt. approximately in the Residential project **"Nisana City"** (hereinafter referred as the 'Plot') for a basic cost of Rs...../-(Rupees .....) as per Payment plans mentioned hereinafter.

AND WHEREAS the allotee(s) is/are aware of and has/have knowledge that the developmentplans are tentative and agreed that the Developer may make such changes, modifications,alterations and additions therein, as may be deemed necessary or may be required to be doneby the Developer, the Government/Development Authority or any other Local Authority orBody having jurisdiction.

AND WHEREAS after fully satisfying himself/herself/themselves the allottee(s) agreed to acquire from the Developer a Plot No. XY having Area of ad-measuring XYZ sq. mt. approximately in the aforesaid Project.

FOR NISANA INFRASTRUCTURE PRIVATE LTD.

MANAGING DIRECTOR

AND WHEREAS the Developer has allotted the aforesaid Plot in the said Project to the allotee(s). NOW, THEREFORE THIS ALLOTMENT LETTER WITNESSED AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE DEVELOPERS AND ALLOTEE(S) AS FOLLOWS:

JR NISANA INFRASTRUCTURE PRIVATE L...

DEVELOPER MANAGING DIRECT

ALLOTEE(S)
(Original Copy)

Payment Plan - DP (Down Payment)

BSP :-Rs ..... /-sq.ft

S.No	Particulars	Due Date	Amount
1.	Booking Amount 10%		
2.	Within 45 days from date of booking 85%		
3.	At the time of registry 5%		
A.	**Basic Cost**		
B.	Development Charge INR 30/-Sq.ft. at the time of possession		
	Total Cost (A+B)		

DR NISANA INFRASTRUCTURE PRIVATE L....

MANAGING DIRECT

DEVELOPER

ALLOTEE(S)

1) A. Installment due towards payment of the plot will be made at intervals as laid down by the **Developer**. In case payment is not received within the stipulated period given in the Installment Demand Letter/Notice or in the event of breach of any of the terms and conditions of this allotment by the Allottee(s), the allotment will be cancelled and 10% of the **Basic Sale Price** of the Plot will be forfeited and the balance amount will be refunded without any interest after 90 days.

B. That the installment due towards the payment of unit is to be paid as per the given payment schedule, no separate letter will be issued for any such installment, hence it is obligatory on the part of allottee(s) to pay installments on or before the due dates as mentioned in the payment schedule. It is made clear that timely payment is the essence of this allotment.

2).The development of the Project is likely to be completed as early possible subject however, to force major circumstances, regular and timely payment by the allottee(s), availability of development material etc. change of laws by Government/Local authorities etc. No claim by way of damage, compensation shall lie against the **Developer** in case of delay in handing over of the Plot within stipulated time. The project development is likely to be completed by **June** ..... (±6 month).

3).Any request for any change in development of any type in the plot from the allottee(s) will not be entertained.

4). That a written intimation for completion of project will be sent to the allottee(s) and a "Fitout Period" of one quarter will commence from the date of offer for possession. The said "Fit out period" is in order to facilitate the intending allottee(s) to communicate the exact date by which he/she/they will be taking the physical possession of his /her/ their own plot after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of Sale Deed etc.

5). Basic amenities like 24 Feet & 20 Feet wide Internal road, Main entrance gate, Street lights, Commercial, Bank ATM, Guard Room, Green Park, Jal Nikasi Vyavastha will be developed by the company and Bus Service also provided by company.

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MANAGING DIRECTO

DEVELOPER ALLOTEE(S)

6).The allottee(s) shall pay maintenance charges for maintenance of various common service and facilities (excluding internal maintenance of the Plot) in the complex, as determined by the company or its nominated agency.

7). The Plot shall be used for the residential purposes only, as are permissible under the Law.

8). The allottee(s) consents that for repairing any damages in any part of the plot caused due to his/her/their/ negligence or willful act. The allottee(s) will be responsible for any damage, in the Project or any other item if it occurs due to his/her/their malfunctioning or willful act.

9). The allottee(s) agrees and undertake that he /she /they shall, after taking possession or receiving deemed possession of the said plot, as the case may be, or at any time thereafter have no objection to the developer constructing or continuing with the construction of the other buildings adjoining the plot sold to the allotee(s).

10). All taxes whether lived or livable in future on the land and/or on the plots (as case may be shall hence forth be bound by intending allottee.

11). It is clarified that, in case of any problem of objection from the Gov. Department because of prevailing or any law which may come in force till the registration of the plot in the name of Allottee the amount deposited by the Allottee shall returned to the Allottee.

12). Interest at the rate of **18% p.a**. shall be charged on all delayed payments including the payment of the installments as per the payment plan accepted by the applicant(s) and other charges.

13). The allottee(s) shall get his/her/their complete address registered with the Developer at the time of booking and it shall be his / her/their responsibility to inform the Developer by Registered A/D letter or courier about subsequent change(s), if any, in his /her / their address failing which all demand to have been received by him/her/them at the time when those should primarily reach such address and the allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.

FOR NISANA INFRASTRUCTURE PRIVATE LIMITED

MANAGING DIRECTOR

DEVELOPER

ALLOTEE(S)

14).The allottee have to pay **INR 30/-Sq. Ft.** as development charge at the time of possession.

I/We hereby accept the said allotment on the terms & conditions mentioned herein above.

Yours faithfully,

NISANA INFRASTRUCTURE PRIVATE LIMITED

AUTHORISED SIGNATORY

Witnesses
1.)(Name & Add.)

Witnesses
2.)(Name& Add.)

FOR NISANA INFRASTRUCTURE PRIVATE LTD.

DEVELOPER MANAGING DIRECTOR

ALLOTEE(S)

Prepared By

Checked By