AGREEMENT FOR SALE

Rajnish Homes Pvt. Ltd. (CIN No. – U70101BR2015PTC025437), a company incorporated under the provision of the companies Act, (1956 or 2013, as the case may be] , having its registered office at N.C. Ghose Lane, New Jakkanpur, Gardanibagh, Patna , Bihar , Pin - 800001 and it's Corporate Office at Jai Complex, Ram nagri -1 , Ashiana nagar, Patna , Pin - 800025, Bihar (PAN - AAHCR5664B) , represented by its authorized signatory …….. (Aadhar No. -……..) authorized vide board resolution dated ……hereinafter referred to as the Promoter (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Mr./Ms. …….. (Aadhar No……..) Son/daughter of ……,aged…… about …… Residing at ……(PAN ……) , hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

WHEREAS

A. Mithilesh Kumar ,S/o – Sikander Singh, R/o – Surbhi Path Shiv Mandir, New Jakkanpur,P.S. – Gardanibagh, District - Patna ("Owner") is the absolute and lawful owner of Khasra nos. 322 (Three hundred twenty two) of Khata No. - 83 (Eighty three) Totally admeasuring 2032 (Two thousand thirty two) Square meters situated at Mauja – Mansachak, Circle – Dariyapur, Sub – Division – Sonepur, District – Saran, State – Bihar ("Said Land") vide sale deed (s) dated 24/08/2018 , 19/03/2019 registered as documents no. 3712 ,1046 at the office of the Sub-Registrar, Sonepur, District- Saran, Bihar. The Owner and the Promoter have entered into a agreement dated 19-March-2019.

B. The said land is earmarked for the purpose of Plotting, comprising 9 (Nine) Plots and the said project shall be known as NG Phase – 1 ("Project")

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is part of the plan approved by the competent authority.

C. The promoter is fully competent to enter into agreement and all the legal formalities with respect to the right, title and interest of the promoter regarding the said land on which project is to be started have been completed.

D. The RERA, Bihar has granted the commencement certificate to start the project vide approval dated ..... Bearing registration no. .....

E. The promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the project and plot from RERA, Bihar. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the act and other laws applicable.

F. The promoter has registered the project under the provisions of the Act with Bihar Real State Regulatory Authority at ..... on ..... Under registration no.....

G.The Allottee had applied for a plot in the Project vide application no..... dated..... and has been allotted plot no..... having area of..... square feet, as permissible under the applicable law.

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. Additional disclosures/details:-

i. The parties hereby agrees that promoter will provide 20 (twenty) feet wide proposed road in Project towards the west side of the Plot (s) and demarcate the Plot (s) only as development.

ii. Nothing can be claimed against the promoter in the name of development except 20 (twenty) feet wide proposed road and demarcation of the corner boundaries of the Plot(s)

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in Para G.

1.2 The Total Price for the Plot based on the area (is Rs..... (Rupees only ("Total Price") :-

Plot No.	Particulars	per sq.ft	Total Amount
	Rate of Plot		
	Preferential location Charges		

Total Payable amount* (including PLC) - _____

(in words) _____

_____

* Exclusive of registration charges, stamp duties and administrative charges payable.

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Plot;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the plot to the allottee and the project to the association of allottees or the competent authority, as the case may be.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

_____

Allottee (s)

For Rajnish Homes Pvt. Ltd.

Rashma Lee.

Authorised Signatory

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Plot includes recovery of price of land, taxes, specifications to be provided within the Plot and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in land prices, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications .prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6 Subject to para 8.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

(i) The Allottee shall have exclusive ownership of the Plot;

(ii) The Allottee shall also have access to 20 feet wide proposed road in project 'NG PHASE- 1' along with other allottee(s).

(iii) That the computation of the price of the Plot includes recovery of price of land, taxes and includes cost for providing all other specifications to be provided within the Plot and the Project;

For Rajnish Homes Pvt. Ltd.
Rishma Lee.
Authorised Signatory

Allottee (s)

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his plot, as the case maybe.

1.7 It is made clear by the Promoter and the Allottee agrees that Plot shall be treated as a single indivisible unit for all purposes. it is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise.

1.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the land to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including ground rent, municipal or other local taxes, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.9 The Allottee has paid a sum of Rs..... (Rupees..... only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the Plotting milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand drafl/bankers cheque or online payment (as applicable) in favour **of RAJNISH HOMES PVT. LTD.** payable at **PATNA**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory

amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve 13ank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Plot, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot to the Allottee.

6.. POSSESSION OF PLOT:

6.1 Schedule for possession of the said Plot - The Promoter agrees and understands that timely delivery of possession of the Plot to the allottee , is the essence of the Agreement. The Promoter assures to hand over possession of the Plot along with all specifications , unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If,

however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for taking possession - The Sale deed in favour of the allottee shall be carried out by the Promoter within 5 (five) months from the date of full amount paid against the plot by the allottee. The allottee shall take possession of the land from the date of execution of sale deed, if allottee fails to take possession of plot then allottee would be fully liable to pay land rent and taxes specified against the plot.

6.3 Failure of Allottee to take Possession of Plot - Upon execution of sale deed by the Promoter, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the allottee. In case the Allottee fails to take possession within the time provided in para 6.2, such Allottee shall continue to be liable to pay taxes as specified in para 6.2.

6.4 Possession by the Allottee - After handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas (20 feet wide proposed road in project 'NG PHASE- 1'), to the Allottees, as the case may be, as per the local laws.

6.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottec within 45 days of such cancellation.

6.6 Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation

under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 6.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-live days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

(i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Plot;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot. which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the cori petent Authorities till possession of plot, as the case may be, along with common areas has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

8.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide possession of the Plot to the Allottee within the time period specified in para 6.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority.

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

8.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for 2 (Two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the. money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

9. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

10. CONSTRUCTIONS: The Promoter undertakes that it has no right to make any kind of construction Project after the plan of land plotting has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

11. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.

12. BINDING EFFECT:

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee (s)

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

13. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot

14. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

15. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

16. WAIVER NOT A LIMITATION TO ENFORCE:

16.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottec in not making payments as per the

Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

16.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

17. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

18. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

19. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at .....

20. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Allottee (s)

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

_____Name of Allottee

_____(Allottee Address)

M/s Rajnish Homes Pvt. Ltd. (Name of Promoter)

Corporate office – Jai Complex, Ramnagri-1, Ashiana Nagar, Patna , Pin – 800025,Bihar (Address of Promoter)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

21. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

22. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the plot , as the case may be, prior to the execution and registration of this Agreement for Sale for such plot, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

23. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

24. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee (s)

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at..... (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature .....

Name .....

Address .....

Please affix photograph and sign across the photograph

(2) Signature .....

Name .....

Address .....

Please affix photograph and sign across the photograph

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee (s)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Please affix photograph and sign across the photograph

Promoter:

(1) Signature (Authorised Signatory) .....

Name .....

Address .....

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

   Name _____

   Address _____

2. Signature _____

   Name _____

   Address _____

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee (s)

Schedule A

1. Description of Proposed Project 'NG PHASE -1' Land:-

Name of Revenue village , Circle, , Sub-division, District and State	Khata No.	Khasra No.	Area (in meters)
Mauja – Mansachak, Circle-Dariyapur, Sub-Divison-Sonepur, District – Saran, State-Bihar	83 (Eighty Three)	322 (Three hundred twenty two)	2032 (Two thousand thirty two) Sq. Meters

2. Proposed Project NG Phase- 1 site is bounded on the:-

In North :- Ram Bahadur Singh etc.

In South :- Residential Road

In East :- Govinda Rai etc.

In West :- Gorakh Singh etc.

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee (s)

Schedule B

1. Description of allotted plot in Project 'NG PHASE – 1

Allotted Plot No. in Project 'NG PHASE – 1' :- .....

Area of Allotted Plot No. in Project 'NG PHASE – 1' :-..... Sq. ft.

(in words) .....

2. Boundaries of Allotted Plot:-

In North :- .....

In South :- .....

In East :- .....

In West :- .....

For Rajnish Homes Pvt. Ltd.
Rashmi Lee.
Authorised Signatory

Allottee (s)

SCHEDULE 'C' – PAYMENT PLAN

Payment Schedule

S. No.	Time of Payment	% of Total payable amount
1	Booking Amount	10%
2	Within 30 days from Booking Date	20%
3	Within 60 days from Booking Date	40%
4	Within 90 days from Booking Date	70%
5	Within 150 days from Booking Date	100%

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee (s)