ALLOTMENT LETTER

Mr./Ms./Mrs._____ Dated: _ _ _ _ _ _ _ _ _

_____

_____

Co- Appl._____(if, any)

Sub: Letter of Allotment of Plot in "NG PHASE-1" Situated at Khata No. -83 Khasra No 322, Mauja – Mansachak, Circle- Dariyapur, Sub Division – Sonepur, District- Saran, Bihar

Dear Sir(s)/Madam(s),

Hearty Congratulations!!

We are delighted to inform you that you have been allotted Plot (s) No. .....having tentative area of .....Sq. ft. and proposed road of .....Sq. ft. wide, against your application form no.....dated.....("Application form") , in our project named as " NG PHASE-1 , which is being developed upon land admeasuring **2032** sq. meters at Khata No. – **83** , Khasra No- . **322**, Mauja – **Mansachak**, Circle- **Dariyapur**, Sub Division – **Sonepur**, District- **Saran, Bihar** ("Project Land") and more particularly described in Schedule – I hereto in accordance with terms and conditions of said application form and this allotment letter.

The allotment of the said Plot is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Plot Buyer's Agreement/Agreement for sale, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in this Allotment Letter.

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

_____

Allottee(s)

The above provisional allotment of the Plot in your favour, is further subject to you making timely payment to us as per the Payment Plan and execution of the standard Plot buyer's agreement/Agreement to Sell with us. The Agreement to Sell stipulates the detailed terms and conditions of the contemplated sale of the Plot in your favour. If you fail to comply with any of your obligations as per application form or this provisional allotment including but not limited to making of timely payments as aforesaid, then we shall be fully entitled, at its sole discretion, at any stage, to cancel the allotment of the Plot and forfeit the entire Earnest Money. In such an event you will also not be entitled for the refund of amounts paid towards, statutory charges, interest on delayed payment etc.

Please quote the Plot No. as mentioned above in all your future correspondence with us. In token of your confirmation of the above, please return the duplicate copy of this letter duly signed by you.

For any query, please feel free to visit our Site or corporate
For any query , please feel free to visit our corporate office at _____ and can also call on _____/_____ and we would be happy to assist you. You can also email us on _____

Assuring you the best of our services.
You are kindly requested to accept the allotment by signing on the office copy of the allotment letter.

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A PLOT IN THE PROJECT NAMED "NG PHASE – 1".

1.The project has been registered with the Real Estate Regulatory Authority ("Authority") on date _____ and the project's Registration Certificate No. is _____ This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details if the promoters, Land owner and the project is available on the website (https://nagarseva.bihar.gov.in/rerabihar) of the Authority as required under Real Estate (Regulation and Development) Act, Bihar 2017 ("Act")

2. The Allottee(s) has/have full knowledge of all the laws/notifications and rules applicable to the Project and further acknowledges that he/she has seen all documents / papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and after being fully satisfied about the rights, title and interest possessed by

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.
Authorised Signatory

_____
Allottee(s)

Mithilesh kumar , S/o Sikander Singh ,R/o – Surbhi Path, New Jakkanpur, P.S.- Gardanibagh, District- Patna, Bihar, Pin - 800001 **(hereinafter referred to as "Land Owner ")** and Rajnish Homes Pvt. Ltd. (CIN – U70101BR2015PTC025437) , a company incorporated under the laws of India, having its corporate office at Jai Complex, Ram nagri – 1, Ashiana Nagar, Patna, Pin – 800025, Bihar (hereinafter referred to as "Promoter") over the project land. The Applicant(s) acknowledges having also obtained all clarifications with respect to the project and the project Land.

3. Total Payable amount of the plot is Rs..... (Rupees..... Only) , including consideration for 20 feets wide proposed road.

(i) Total payable amount is exclusive of registration charges, stamp duties , administrative charges payable and allottee(s) hereby agrees to pay registration charges, stamp duties and administrative charges.

4.The Allottee(s) shall pay the Total Payable Amount of Plot less booking amount of Rs...../-(Rupees..... .....only)strictly in accordance with the Payment Plan annexed herewith as Annexure - **I,** through Account Payee Cheque / Demand Draft in favor of "Rajnish Homes Pvt. Ltd.- NG PHASE- 1- Collection A/c" bearing a/c no. 9611726460 payable at..... . The receipt would be valid only after realization of the said cheque/demand draft/and effect of credit in account of the Promoter . However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

5. The Allottee(s) should note that an amount equivalent to 10% of Total Payable amount shall be treated as the **"Earnest Money"** and the balance amount shall be paid by the Allottee(s) in accordance with the payment plan specified in **"Annexure I"** hereto.

6. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced accordingly. However, if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Project by the authority as per the Act, the same shall not be charged from the Allottee(s).

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee(s)

7. The Allottee(s) agrees to execute the Seller's Standard Agreement for Sale/Plot Buyer's Agreement, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoter .

8. It is understood by the Allottee(s) that the Promoter shall have no obligation to send reminders/ notices to the Allottee(s) in respect of the obligations of the Allottee(s) as set out in the application Form and in this Allotment Letter and Agreement to Sell and the Allottee(s) is required to comply with all his obligations on its own. In the event the Allottee(s) fails to comply with terms and conditions thereof, the Promoters shall always have the right to cancel / terminate the Allotment Letter and/or Agreement to Sell and to forfeit the entire Earnest Money. Thereafter, the Allottee(s) shall be left with no lien, right, interest, title or claim of whatsoever nature under the Allotment Letter and/orAgreement to Sell.

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

10. The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the plot, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only andin case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

11. A detailed Agreement for sale shall be executed between the Allottee(s) and the Promoters in the Seller's standard Agreement for Sale.

12. The timely payment of installments as per the Payment Plan shall be the essence of this application/allotment. It shall be incumbent upon the Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and sale. In case the Allottee(s) fails to make payment of any installment as per Payment Plan, despite having been issued notice in this regard by the Promoter , the Allottee(s) shall be liable to pay Interest as per Bihar Real Estate (Regulation and Development)

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee(s)

Rules, 2017 ("Rules"). In case of Allottee(s) fails to pay the due installment together with interest payable thereon within a period of 60 days from the payment due date, the same shall be construed as default and the Promoter may, at its sole discretion, cancel the allotment and/or terminate the Agreement to Sell and be entitled to forfeit the Earnest Money paid in respect of the allotted plot and refund balance amount without any interest and the Allottee(s) shall have no other claim whatsoever against the Seller. However, the Promoter may, at its sole discretion, decide not to cancel the allotment. Such discretion to condone the delay and not cancel the allotment shall vest exclusively with the Promoter and all decisions taken by the Promoter in this regard shall be final and the Applicant(s) agrees that all such decisions of the Promoter shall be binding on and acceptable to him. In any case whatsoever such acts shall not be considered as waiver on the part of the Promoters nor shall the same in any manner prejudice the rights of the Promoters.

All over-due payments from the Allottee(s) shall attract interest at the rate specified under the Rules per annum from the date it fall due till the date of receipt of actual payment. If any of the cheques of the Allottee(s) gets dishonoured for any reason whatsoever, the Promoter shall be fully entitled, at its sole discretion, to cancel the Allotment and to forfeit the entire Earnest Money. However, the Promoter may, at its sole discretion, may defer its right to cancel the allotment by charging Cheque Dishonour Charges. Cheque Dishonour Charges payable for dishonour of a particular instalment payment cheque for first instance is Rs. 2500/- and for second instance it is Rs. 5,000/- only. Thereafter, no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only.

13. Subject to force majeure, the Promoter agrees to offer execution of sale deed of the plot on or before _____ .In the event of the failure of the Allottee(s) to execution of sale deed of Plot, the Promoter shall have the option to cancel allotment and forfeit Earnest and refund balance amount without any interest.

However, not withstanding anything mentioned hereinabove in this clause, in case the delay in execution of sale deed of the Plot by the Allottee(s) exceeds _45 (Forty five)____ days, the Promoter without prejudice to its rights under the Agreement for Sale, shall be entitled to terminate the allotment and forfeit Earnest Money paid to concerned department in respect of the Plot, interest liabilities and other charges payable for delay in registration as mentioned hereinabove

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee(s)

and refund balance amount without any interest after the sale of Plot to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

14. In case the Allottee(s) cancels/withdraws from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money in respect of the said Plot as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Allottee(s) without any interest after the sale of Plot to a new allottee/buyer, from the amounts realised from the such new allottee/buyer. Further, on cancellation of allotment of Plot by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the Plot shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Plot and the Promoter shall be entitled to transfer the Plot to any other person(s) at its own discretion.

15. 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(s) the entire amount received by the Promoter from the Allottee(s) without interest or compensation whatsoever. Allottee(s) agrees that he/she shall not have any rights, claims, etc. against the Promoters and the Promoters shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement for Sale to be executed.

16. The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications in respect of the said Plot without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the sanctioned plans, layout plans and specifications of the Plot in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of RERA.

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee(s)

17. On intimation from the Promoter , the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within forty five (45) days from the receipt of notice in this regard/or adhere to the terms and conditions mentioned therein, the Promoter may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, the Promoter shall be fully entitled, at its sole discretion, at any stage, to cancel the allotment of the Plot and forfeit the entire Earnest Money. In such an event the Allottee(s) will also not be entitled for the refund of amounts paid towards, statutory charges, interest on delayed payment etc.

18. The Allottee(s) shall not transfer/assign his allotment of the Plot without prior written permission of the Promoters. Once the Agreement to Sell has been executed, after payment of minimum 40% of the total payable amount by the Allottee(s) or period often (2) months being elapsed from the date of issuance of Allotment Letter, whichever is later, the Allottee(s) may, provided the Allottee(s) is in compliance of all terms and conditions of the Agreement to Sell, assign / transfer its rights and obligations under the Agreement to Sell or nominate/substitute\ any third person/entity in his place for execution of the conveyance / sale deed in respect of the Plot . Any such assignment! transfer/ substitution shall be subject to the Allottee(s) submitting documentary proof as may be required by the Promoters, payment of a transfer / administrative charges of 5% of the total payable amount along with all other dues payable by the Allottee(s) to the Promoter till that date and further subject to such terms and conditions as may be imposed by the Promoter. Any such assignment / transfer by the Allottee(s) shall always be subject to applicable laws, notifications/ governmental directions.

19. The Allottee(s) agrees that the development of the Project is subject to force majeure clause, which includes Acts of God, war, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, drought, fire, earthquake or any other calamity caused by nature.

20. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoters, which it shall be free to deal with, in accordance with applicable laws.

21. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoters in

accordance with the terms and conditions of the Application Form, Allotment letter, the Allottee(s) shall not have any right or interest in respect of such Plot and the Promoters shall be entitled to allot such Plot to any other allottee.

22. Nothing contained in these presents shall be construed to confer upon the Allottee(s) any right, title or interest of any kind whatsoever in, to or over the Plot . The conferment of Plot shall take place only upon the execution of sale deed in favour of the Allottee(s).

23. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, Act, etc. as may be applicable on the Project.

24. The terms and conditions to be mentioned in the Agreement to Sell, Sale Deed shall be in addition to the terms and conditions mentioned herein. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement to Sell, Sale Deed, the terms and conditions specified later in theAgreement to Sell, Sale Deed, shall supersede the terms and conditions as set out herein.

25. The terms and condition mentioned herein are limited and detailed terms and conditions shall be specified in Agreement to Sell and/or Conveyance Deed to be executed between the Allottee(s) and the Promoters and the same shall be binding on the Allottee(s).

26. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Seller's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoters and its agents and representatives indemnified and harmless against any loss or damages that the Promoters may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee(s)

27. This Allotment Letter shall be construed in accordance withAct , Rules and regulations made thereunder including other applicable Laws of India for the time being in force.

Warm regards,
For Rajnish Homes Pvt. Ltd.

(Authorized Signatory)

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.
Authorised Signatory

Allottee(s)

Acceptance of Allotment

I/We hereby accept the allotment of Plot No. - _____, tentatively admeasuring area of _____ sq. ft. and proposed road of 20 (twenty) ft. wide in project named as NG PHASE- 1 which is being developed by Rajnish Homes Pvt. Ltd. Situated at Khata- 83, Khasra No. – 322 , Mauja- Mansachak, Circle – Dariyapur, Sub – Division- Sonepur, District- Saran, Bihar, subject to the terms & conditions of the application Form no..... dated..... and this allotment letter.

Thanks and regards,

_____
(Customer Named and Signature)
Date:-
Place:-

Schedule I
Description of Project 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.

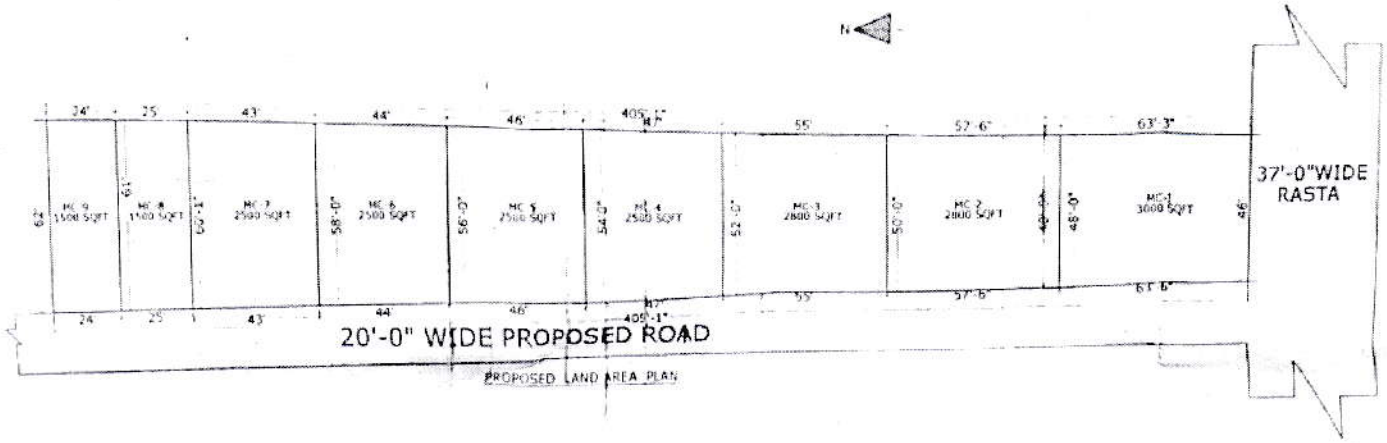
In West :- Gorakh Singh etc.

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.
Authorised Signatory

Allottee(s)

3. Map of the Land :-



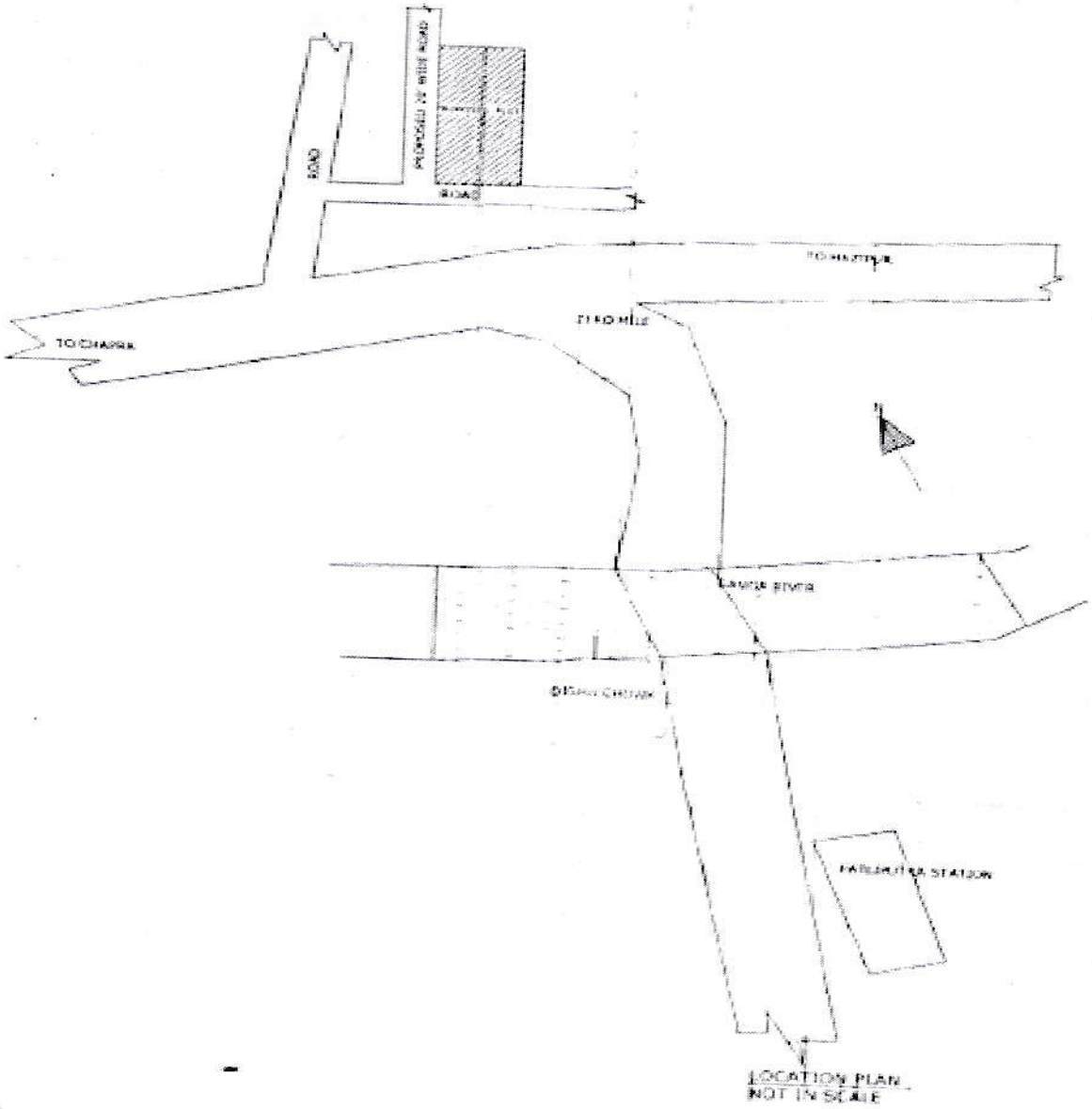
The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee(s)

4. Location Map:- (Not to scale)



The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee(s)

Schedule II

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 :- .....

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Allottee(s)

Annexure – I
(Payment Details)

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%

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

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

Allottee(s)

ENDORSEMENT

I/We hereby assign all the rights and liabilities under this agreement in favour of _____

_____

_____

_____

TRANSFEROR

I/We hereby accept all the rights and liabilities under this agreement assigned in my/our favour by _____

_____

_____

_____

The above transfer if hereby confirmed.

TRANSFEREE

_____

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

ENDORSEMENT

I/we hereby assign all the rights and liabilities under this agreement in favour of _____

_____

_____

_____

TRANSFEROR

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

_____

Allottee(s)

I/We hereby accept all the rights and liabilities under this agreement assigned in my/our favour by

_____

_____

_____

_____

TRANSFEREE

The above transfer if hereby confirmed.

_____

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

The terms and conditions (Page 1 to 14) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Rajnish Homes Pvt. Ltd.

Reshma Lee.

Authorised Signatory

_____

Allottee(s)

Application for Provisional Booking/Allotment Plot(s)R in the Project "NG PHASE - 1" SONEPUR.

To
Rajnish Homes Pvt. Ltd.
Corporate office :-
Jai Complex, Ram nagri-1,
Ashianā Nagar, Patna, Pin - 800025, Bihar.

Registered office :-
N.C. Ghose Lane,
New Jakkanpur, Gardanibagh, Patna,
Pin -800001, Bihar

Dear Sirs,

I/We request that I/We may be provisionally allotted a residential Plot in your project - "NG PHASE – 1 , Sonepur, under the Down Payment/Installments Payment Plan.

I/We remit herewith a sum of Rs._____(Rupees_____ only by Bank Draft/Cheque No._____dated_____drawn on _____bank payable at Patna as booking amount.

In the event of the company agreeing to provisionally allot a Plot to me/we, I/We agree to pay further installments of total payable amount and all other dues as stipulated in the application and the Allotment Letter and the Payment Plan as explained to me/us by the company 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 allotment and /or possession of a Plot notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. I/we agree to sign and execute the Allotment Letter on the Company's standard format agreeing to abide and agree by the terms and conditions of the same. I/We have read the standard format of the Allotment Letter of the company.

If, however, I/We fail to execute and return the Allotment Letter within thirty (30) days from the date of its dispatch by the company then this application shall be treated as cancelled only at the sole discretion of the Company and the earnest money (as defined in Clause 9 of the terms and conditions mentioned in this Application)paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the site plans, location of the Proposed Project & the other terms and conditions as stated in this application for allotment are entirely tentative and are liable to be changed, altered, modified, revised, added, deleted, substituted or recast at the sole discretion of the Company as it may deem fit.

I/We agree to abide by the terms and conditions of this application including those relating to

For Rajnish Homes Pvt. Ltd.
Rishna Lu.
Authorised Signatory

Signature of Intending Allottee (s)

payment of total payable amount and other charges, forfeiture of earnest money as laid down herein and the execution of the Allotment Letter.

I/We agree to abide by the terms and conditions of this application and allotment letter.

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

1. **SOLE OR FIRST APPLICANT Mr./Mrs./Ms.**_____
S/W/D of_____
R/o_____
_____Nationality_____
Age_____years Profession_____
Residential Status: Resident/Non-Resident/Foreign National of Origin_____
Income Tax Permanent Account No._____

Please affix Your Photograph here

Mailing Address_____
_____Tel. Nos._____Fax No._____
Office Name & Address_____
_____Tel. Nos._____Fax No._____
Email ID:_____Mobile No. _____
Permanent Address_____
_____
_____

SECOND APPLICANT Mr./Mrs./Ms._____
S/W/D of _____
_____Nationality_____
Age_____years Profession_____
Residential Status: Residential/Non-Resident/Foreign National of Origin_____
Income Tax Permanent Account No._____

Please affix Your Photograph here

Mailing Address_____
_____Tel. Nos._____Fax No._____
Office Name & Address_____
_____Tel. Nos._____Fax No._____
Email ID:_____Mobile No. _____
Permanent Address_____
_____
_____

2. **DETAILS OF PLOT**
Plot- _____
Required Plot Area -_____(in sq.mtr.)_____(in sq.ft.)(approx.)

For Rajnish Homes Pvt. Ltd.
Authorised Signatory

Signature of Intending Allottee (s)

Particulars	per sq.ft	Total Amount
Rate of Plot		
Preferential location Charges		

Total Payable amount* (including PLC) - _____

(in words) - _____

_____

* Exclusive of other allied charges payable as per the terms of allotment

3. PAYMENT PLANS :

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%

Note:

A. For details please see the price list.

B. Payments to be made by A/c Payee Cheque(s)/Demand Draft(s) in favor of Rajnish Homes Pvt. Ltd., Payable at Patna.

C. Stamp duty and registration charges etc. shall be extra at actual and to be borne by the applicant.

D. The total payable amount above does not include registration Charges and other allied charges as per the allotment letter.

DECLARATION:

I/We the applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. I have read, understood agreed to and signed the enclosed terms and conditions herein and undertake to abide by the terms and conditions of Allotment Letter to be executed.

Date_____ Yours faithfully,

Place_____ Signature of applicant(s)/Intending Allottee(s)

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Signature of Intending Allottee (s)

FOR OFFICE USE ONLY
RECEIVING AUTHORIZED PERSON

Name_____Designation_____Signature_____

1. Application No. - ..... (Accepted / Rejected)
   a. Description of Proposed Project 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

   b. Plot No.in Proposed Project NG Phase - 1:-

Particulars	per sq.mtr.	per sq.ft	Total Amount
Plot Area			
Rate of Plot			
Preferential location Charges			

Total Payable Amount* (including PLC) - _____
(in words) - _____

* Exclusive of other allied charges payable as per the terms of allotment

4. Payment received at the time of booking vide Cheque/DD/Cash/RTGS/NEFT_____ dated_____of Rs._____drawn on_____Bank
5. Booking receipt no._____dated _____
6. Joint Applicant no.'s _____
7. Remarks_____

Date_____

Place_____

(Authorized Signatory)

For Rajnish Homes Pvt. Ltd.
Authorised Signatory

Signature of Intending Allottee (s)

PRINCIPAL TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF PLOT(S) IN "NG PHASE – 1, SONEPUR.

The principal Terms and conditions for the provisional allotment are set out herein below which shall form part and parcel of the comprehensive Allotment Letter to be executed between the company and the Intending allottee(s).

1. The project is located at Mauja- Mansachak, Circle - Dariyapur, Sub – Division- Sonepur, District – Saran, State - Bihar.

2. The Intending allottee(s) has satisfied himself/herself about the right, interest and title of the Company in the land on which the said Proposed Project NG Phase – 1 is situated and has understood all limitations and obligations in respect thereof. The Intending allottee(s) agree(s) that there will not be any further investigations or objections by him/her in this respect.

3. That the company shall have the exclusive right to accept /reject this application in its sole discretion.

4. The intending allottee(s) has applied for allotment of a Plot(s) in the Project ""**NG PHASE- 1**" (hereinafter referred to as the said Plot admeasuring_____sq.ft. and. with full knowledge of all the laws/notification and rules applicable to this area in general and this project in particular, which have been explained by the Company and understood by him/her.

5. The tentative layout plans have been seen by the applicant(s) / intending allottee (s) and agrees that the company may effect such variations/ alternations/modifications etc., therein as deems fit or appropriate and/or as may be done by the sanctioning authority and the applicant(s) hereby gives his/her consent to such variation/additions/alterations/deletions/modifications etc.

6. That the applicant(s)/ intending allottee(s) agrees that he/she shall pay the total payable amount of the Plot(s) and all other charges payable as per the opted payment plan or as and when demanded by the Company as the case may be.

7. The Intending Allottee hereby agrees to pay additionally as preferential location charges for preferential location as applicable and in a manner and within the time as stated in the payment plan. However, the Intending Allottee has specifically agreed that if due to any change in the layout plans, the said Plot ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee and such refund shall be adjusted in the last installment as stated in the payment plan.

For Rajnish Homes Pvt. Ltd.
Authorised Signatory

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8. The company and the applicant hereby agree that the amount paid with the application and in installments, as the case may be, to the extent of 10% of the total payable amount of the Plot, will collectively constitute the "Earnest Money". This Earnest Money shall stand forfeited at the sole discretion of the company, in case of the non-fulfillment of the terms and conditions contained herein and those of the allotment letter.

9. The timely payment of installments is the essence of the terms and conditions of the booking. In the event of irregular/delayed payments/non-fulfillment of terms of payment, the booking may be cancelled at the sole discretion of the company. The 10% of the total payable amount of the Plot constituting Earnest Money shall stand forfeited in case of cancellation of the booking. Balance payment, if any, shall be refunded without any interest after return of original receipts and other documents by the prospective intending allottee(s) to the company, concerning the booked Plot/Unit(s).

10. It shall be the duty of the intending allottee(s) to make regular installments payment in accordance with the Payment Plan opted, on his own, without any dependence /reference to any demand notices being issued by the company.

11. The booking is subject to rules and regulations of the Govt. / Local Authorities etc as are applicable in the area/ city.

12. The Intending Allottee shall pay, as and when demanded by the Company, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of sale deed of the Plot in favour of the Intending Allottee which shall be executed and got registered after receipt of the full total payable amount.The Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement / deed / document executed between the company and the intending allottee shall be borne by the intending allottee.

13. The Intending Allottee undertakes to execute the sale deed within Forty five (45) days from the date of offer of execution of sale deed in favour of intending Allottee failing which the Intending Allottee authorizes the company to cancel the allotment and forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the allottee without any interest.

14. The Intending Allottee shall inform the company in writing any change in the mailing address mentioned in this application failing which all demands, notices etc. by the company shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee. In case of joint allottee, all communication

Signature of Intending Allottee (s)

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

shall be sent to the first named allottee in this application.

15. The applicant(s)/intending allottee(s) undertake to abide by laws, rules and regulations as may be made applicable to the said Plot either by the company or any other government authority.

16. The Intending Allottee confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and that the Company has not indicated / promised / represented / given any impression of any kind in an explicit or implicit manner whatsoever, that the Intending Allottee shall have any right, title or interest of any kind whatsoever in land ,if any, falling outside the area of the plot save and except the use of common areas and such common areas will be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future and the same shall be final, conclusive and binding on the Intending Allottee. The Company relying on this specific undertaking of the Intending Allottee has agreed to provisionally allot the aforementioned plot and this undertaking shall survive throughout the possession of the plot by the Intending Allottee, his/her legal representatives, successors, administrators, executors, assigns etc.

17. It is made clear by the Company and fully understood by the Intending Allottee the allotment whether provisional and /or final, in no manner shall confer any right, title or interest in land of the plot allotted.

18. The intending allottee, if resident outside India, shall be solely responsible to comply with the necessary formalities, as laid down in the FEMA 1999 or other applicable laws including that of remittances of payment(s) for acquisition of property and for submission of any documents/declarations etc. as may be prescribed.

19. This Application and the allotment letter (to be executed later) shall be construed, interpreted, governed and applied in accordance with the laws, regulations, ordinances or the laws applicable in India and shall be subject to the exclusive jurisdiction of the Courts at Patna.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as may be comprehensively set out in the Allotment letter and the present terms and conditions would be read and taken to be part of such allotment letter.

20. I/We are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and/or Allotment Letter and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Allotment Letter. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Signature of Intending Allottee (s)

explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application form and paid the monies payable there under fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien on the Plot applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date:

Place:

Signature of intending allottee(s)

For Rajnish Homes Pvt. Ltd.

Authorised Signatory

Signature of Intending Allottee (s)