

## ALLOTMENT LETTER

To

---

---

---

Dated: \_\_\_\_\_

**SUB: Allotment of Commercial Shop in Commercial Complex built on  
Opp. Patel Wadi, Damnagar – Dhasa Road, Damnagar Ta. Lathi Dist.  
AMRELI**

Dear Sir/Madam

In response to your booking request application dated \_\_\_\_\_ we,  
(name of promoter) (Hereinafter referred to as the 'Promoter' which expression  
shall, unless it repugnant to the context or meaning thereof be deemed to include  
its successors and assigns) hereby subject to the terms and conditions mentioned  
hereinafter allot to you a commercial shop.

**Note: 1 Sq.mtr. = 10.764 Sq.ft.**

### INTERPRETATION OF SOME OF THE INDICATIVE TERMS

The terms & conditions given below are tentative and of indicative nature with a  
view to acquaint the Applicant with the terms & conditions are comprehensively  
set out in the Allotment Letter which, upon execution, shall supersede the terms  
and conditions set out in the Booking request/Application form.

**a. Applicant:** means person/Firm/Company applying for booking of the said  
commercial shop, whose particulars are set out in the Booking request /Application  
Form and who has appended his signature in the acknowledgement of having  
agreed to the terms & conditions of the Booking request/Application form. In case

of more than one applicant the other will be considered as co-applicant and prior to execute the allotment letter they will be considered as Intending Allottee.

**b. Application (Booking request/Application):** A request for booking of commercial shop made by the person/Firm/ Company on a standard format namely booking request/Application form of the Promoter.

**c. Allotment Letter:** Confirmation of booking of commercial shop by the Company and an agreement over a prescribed standard format of promoter which is duly executed by and between the Promoter and Allottee.

**d. Allottee:** Those who have executed the allotment letter over a standard format of Promoter, thereafter, a particular shop has reserved for that particular Allottee and the same has agreed to abide by all the terms and conditions till the time and indenture of Conveyance/Sub-Lease Deed is executed. In case of more than one Allottee, the other will be considered as Co-Allottee and Allottee and the Co-Allottee will have an equal share in the shop unless otherwise specifically provided.

**e. Shop:** The commercial shop in the project which is identified by a number, that number is also identifying the floor of that shop.

**f. Area:**

☐ **Area of land:** Total Area of land on which the project is going to be constructed.

☐ **Common Area and Facilities:**

**a.** the entire land for the real estate Project or where the project is developed in Phases and registration under The Real Estate (Regulation and Development) Act, 2016 is sought for a phase, the entire land for that phase

**b.** the stair cases, lifts, staircase, and lift lobbies, fire escapes and common entrances and exits of buildings;

**c.** the common basement, terraces, parks, play areas, open areas, open parking areas and common storage spaces;

**d.** the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;

**e.** installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

**f.** the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

**g.** all community and commercial facilities as provided in the real estate project;

**h.** all other portion of the project necessary or convenient for its maintenance, safety and in common use;

☐ **Total Area:** That the “Total Area”, which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the Common Areas as defined hereinbefore and common facilities such as water supply arrangements, storage tanks and installations such as power, light, sewerage, electrical sub-station, fire shafts.

☐ **Independent Area:** The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/promoter without the interference of other Shop/Unit owners.

☐ **Limited Common Area and Facilities:** Those which are reserved for use of certain Shop/Unit or Shops /Units to the exclusion of the other Shop /Unit.

**g. Carpet Area:** Means the Net usable floor area of apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition of the shop.

**h. Total sell price of Shop:** The consideration amount for sale of Shop exclusive of other charges which are mentioned in the booking request/ Application Form and the Allotment Letter.

**i. Promoter:** That is **Vraj Developers** having his/their registered office at **Shop No. 72 – 73, Sardar Shopping Center, Jilla Panchayat Road, Amreli - 365601**

**j. Complex:** The entire project “**VRAJ**” having shops of different sizes and dimensions.

**k. Force Majeure Clause:** Means any event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter’s ability to perform obligations under this Allotment, which shall include but not be limited to:

☐ Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.

☐ Explosions or accidents, air crashes and shipwrecks, act of terrorism.

☐ Strikes or lockouts, industrial dispute.

- Non - availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- War and hostilities of war, riots, bandh, act of terrorism or civil commotion.

The promulgation of or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or any other Quasi Judicial Body or for any other reason whatsoever.

**l. Layout and Plans:** The Architectural Drawing of project comprising of whole planning of constructions, open areas.

**m. Payment Plans:** The mode of payment towards the captioned booking of shop having mode, intervals and the time frame for the payments.

**n. Maintenance Charges:** Means the charges to be paid by the Allottee/owner for the maintenance and upkeep of the said Complex/said buildings as per the maintenance agreement with the Promoter or to the Maintenance Agency at prescribed rates on the Total area basis of the said Shop.

**o. Project:** Means “**VRAJ**”, to be built on **Opp. Patel Wadi, Damnagar – Dhasa Road, Damnagar Ta. Lathi Dist. AMRELI**

**p. Taxes:** Shall mean present and future taxes and levies/notified by the authorities, Central/State Governments and recoverable from Shop owner.

**r. RERA:** Means The Real Estate (Regulation and Development) Act 2016 and rules framed there under as applicable to Gujarat.

The Promoter **Vasantbhai Bavabhai Movaliya** having purchased the land situated at **Opp. Patel Wadi, Damnagar – Dhasa Road, Damnagar Ta. Lathi Dist. AMRELI** upon which the project has been built was purchased by the promoter from on vide registered sale deed no. \_\_\_\_\_ Executed in favor of the promoter on. AND WHEREAS the promoter has intended to build the said project on the said parcel of land applied for grant of permission for construction over the said land to the authority.

AND WHEREAS the Central as well as the State laws existing at the time of execution of the agreement between the promoter and the allottee will also be applicable mutatis mutandis to the allottee.

The Allottee has full knowledge of applicable laws, notifications, rules, regulations and policies applicable to the said land/commercial complex as framed by the Government. That the Allottee hereby undertakes to abide by all laws, rules and regulations of Government and/or any local authority from time to time or any other laws as are applicable to the said commercial complex from time to time. That the Allottee hereby agrees that he shall comply with and carry out from time to time after he has been put in possession or deemed possession of the shop, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Government, Municipal Authority or any other competent authority(s) in respect of the said shop and the land on which the said building is situated at his own cost and keep the promoter indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand, it is to be paid by all the Allottee in proportion to the Total area of their respective shop. Any taxes, levies or charges coming into force or imposed thereafter on the Promoter as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee to the Promoter and the same shall be payable on demand.

## **DETAILS OF THE SHOP**

### **(1) DETAIL OF SHOP**

- i) Shop No. : \_\_\_\_\_
- ii) Floor : \_\_\_\_\_
- iii) Total Area : \_\_\_\_\_ sq.mtrs ( \_\_\_\_\_ sq.ft.)
- iv) Carpet Area : \_\_\_\_\_ sq.mtrs ( \_\_\_\_\_ sq.ft.)

### **(2) Cost**

- i) Total Sale Price (TSP) Rs. \_\_\_\_\_

### **(3) Maintenance Charges**

- (i) Total Maintenance Charges : Rs. \_\_\_\_\_

**TOTAL SHOP COST Rs.** \_\_\_\_\_

**IN WORDS:**

**(Rupees** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_) )

Stamp duty, registration fees & charges, legal miscellaneous expenses, prepaid electric meter connection charges, electrical connection load charges, internet communication entertainment (ICE) charges, water & sewage connection charges, advance water charges, insurance charges and any other charges levied by Government with all applicable taxes shall be additionally payable by the Allottee before possession as and when demanded by the Company.

Goods & Service Tax (GST) would be charged as applicable (on prevailing rate) at the time of each payment.

**NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment, singular includes plural and masculine includes feminine gender.

1. That the Promoter is developing and constructing Commercial Shops of various sizes and dimensions in the Commercial Complex Project after getting the building plan duly approved from the Authority. The Allottee herein has desired Allotment of a shop in the said project namely “ **VRAJ**” in which the Promoter offered for allotment.

2. That as per the building Plan/Layout plan of said “**VRAJ**” it is envisaged that the shops on all floors shall be allotted as an independent unit with impartiable and undivided proportionate share of ownership rights, in the land area underneath his shop as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty(ies) and machinery rooms, guard rooms and other common facilities, if any, for the shop(s) to be used and maintained jointly by all the Allottee in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Promoter and the Allottee shall not be permitted to use the said area for any reason(s) or to carry out any construction on the terrace(s).

3. That the Allottee has seen all the documents of title deeds and other relevant papers etc. pertaining to the aforesaid commercial complex project and fully satisfied about the title, rights and interest of the promoter in respect of the aforesaid project. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company.

**Note: The request for any change in construction/specification of any type in the Shop will not be entertained on any condition.**

4. That the Sanctioned Plans, layout plans of the entire Project as drawn by the Promoter is in accordance with the approved plans and is subject to change if deemed necessary by the Promoter due to architectural and structural reasons or as may be required by the regulatory authorities. Such alternations may include change in the area of the Shop, Floor, number of Shops/Unit, location and increase/decrease in the number of car parking slots allotted to the Allottee with prior permissions of concerned authority and Two-Third Allottee(s) at that time. In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Promoter, shall be final and binding on the Allottee. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein or as directed by **RERA**.

5. That the Allottee is aware of and has acknowledge that the building plans are sanctioned by Authority and agrees to that the Promoter may make minor changes, modifications, layout/elevation/design/alteration in open spaces area or parking spaces etc. for architectural and structural reasons, including compoundable FAR, as may be deemed necessary or may be required to be done by the Promoter during construction and at the time of delivery of Project. The necessary intimation of same shall be sent to Allottee for such minor changes /modifications.

6. That in consideration of the Allottee complying with the terms and conditions of this Allotment and making full payment the Promoter hereby agrees to allot the above said Shop in the said commercial complex, namely **“VRAJ”**.

7. That the “Total Area”, which comprises the covered areas, areas under walls, full areas of passages, full area of terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under staircases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty and machinery rooms, guard rooms, boundary walls and other common facilities etc. and including all

easement rights attached to the said Shop. However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces/basements/stilts etc., rights and to carry out further constructions in case of any change in the FAR, club, swimming pool, open spaces, parks, parking(s) (excepting what has been allotted by this Allotment) and other facilities and amenities will be solely owned by the Promoter who will have the authority to charge for such facilities or/and dispose off these assets as stated above in the manner deemed fit by the Promoter. All dimensions shown in feet-inches are having close approximation to metric dimensions.

**Note: In case reissuance of allotment letter is required and requested by the Allottee or the respective bank/financial institution for whatsoever reason(s) that shall attract a fee of Rs. 11000/- (Rupees eleven thousand only) as administrative charges exclusive of GST and shall be payable by the Allottee.**

9. That the schedule of payment/installment is duly explained to the intending allottee and is already mentioned in the Booking Request/ Application form as well as allotment Letter. The full payment on time shall be the responsibility of the intending allottee. Letter for payment of installments on the due dates will be issued, it will be obligatory on the part of the Allottee to make the payment on or before the due dates.

10. That the Allottee and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the promoter shall not be held liable for any loss/cost/damages/hurt/accident or any other loss/expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Allottee or any family member accompanying him.

11. That the allottee & co-allottee (if any) will have equal share in the Shop and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank/financial institution if loan is availed. Similarly in a divorce case or where a dispute arises between the allottee & co-allottee, the booking will continue only after providing consent in writing by both of them and No Objection Certificate from the concern bank or otherwise the decision of the Hon'ble Courts shall be honored. However, the Company is not entitled to pay any interest/compensation on the refund amount in Divorce cases, if

there is delay of whatsoever reason on part of Allottee(s) in taking refund after deduction of 10% of total selling price of shop exclusive of applicable taxes .

The interest over the delayed payment shall be charged; the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months for completing the payment thereafter the company can cancel the said booking/allotment and the Applicant/Allottee shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 10% of the total selling price of the Shop. For the refund in an above said case as stated above, consent of both the allottee & co-allottee shall be necessary otherwise the amount shall be refunded in equal share between the allottee/s.

**12.** In case, the Allottee, at any time, desires for surrender registration cum booking/provisional allotment, it may be agreed to, subject to sole discretion of the promoter. In such a case 10% of the total selling price of the shop with applicable GST shall be deducted towards the processing and administrative charges and the balance, if any, shall be refunded without any interest.

**13.** That in case the Allottee wants to avail a loan facility from his employer or financing bodies, to make payment for the allotment of the allotted Apartment, the promoter shall only facilitate the process subject to the following:-

**i)** The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only.

**ii)** The responsibility of getting the loan sanctioned and disbursed, as per the promoter's schedule of payment will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the promoter, as per payment schedule, shall be ensured by the Allottee, failing which, the Allotment shall be governed by the provision contained herein above.

**14.** That if there are any additional levies, taxes, service tax, GST, sales tax, VAT, trade tax, rates, charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the Promoter as a consequence of Government or other Local or statutory Authority(s)'s order, the Allottee shall be liable to pay his proportionate share for the same.

**15.** That the construction of “**VRAJ**” Complex is likely to be completed as early as possible but subject to force majeure circumstances including strike of workforce,

non-availability of any building materials, war or enemy action or natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc. and farmers interruption or local residents of the area, and any notice, order, rule, notification of Government, Public or other Competent Authority, no claim by way of damage, compensation shall lie against the promoter in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons which is beyond the control of Promoter.

**16.** That the possession of the shops will be handed over to the Allottee(s) on or before .

**17.** That the Allottee agrees and undertakes to take possession of the said shop within the time stipulated by the Promoter in the notice by executing necessary indemnities, as and when offered, since it is a large project having number of shops. As such the Allottee must take the possession of Apartment as soon as it is made available for possession.

**18.** That if the construction completed prior to the date given in the allotment letter because the date given in the allotment letter is an assessment only and construction may be completed earlier, in that case the Allottee shall not refuse for taking the possession on any ground whatsoever.

**19.** That the final touch of the shop shall be given after the registration of sale deed and the consent of the allottee shall be presumed that the keys of the shop were given for the final touch. The allottee has to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee. In case the allottee delays in taking over the keys back after the confirmed date then promoter shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee even then the keys of the shop were not been taken back.

**20.** That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the promoter. The date of applying the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.

**21.** That there will be defect liability period of Five (05) years from the date of “issuance of completion certificate/occupancy certificate”. The defect liability shall

be limited to the Structural defect only, however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover in force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under direct warranty by the manufacturers themselves. The Promoter shall rectify such defects within a period of thirty (30) days without any further charges. However, in the event of recurring problems with the bought equipments/appliances, the Promoter shall co-operate with the Allottee to sort out the issues.

**22.** That it is acknowledged and understood by the Allottee that possession of the Shops shall be handed over after execution of the sale deed between the Allottee and the Promoter after the receipt of all the dues and demands, documentation and on fulfillment of conditions as stipulated in the this Allotment Letter and after transfer of title as permissible in law.

**23.** That the Sale Deed of the Shop shall be executed in favor of the Allottee by the Promoter after receiving the entire sale consideration amount and dues in respect of the allotted Shop. The registration charges including all cost of stamp papers, documentation fees, official fees and other informal charges shall be borne by the Allottee. The allottee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act, any stamp duty and deficiency of stamp thereon if imposed by the Government/Competent Authority over the allotment letter, allotment of parking, parking space and agreement for maintenance, electricity and power backup etc. shall be paid and borne by the allottee.

**24.** That after taking possession of Shop, the allottee shall have no claim against the promoter as regards to quality of work, material, pending installation, area of Shop or any other ground whatsoever.

**25.** That all taxes such as Commercial Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee from the date of possession or deemed date of possession declared by the promoter, whichever is earlier.

**26.** That after possession, the allottee shall comply with all the mandatory requirements and compliances and /or any other rules and regulations by State Government or any other competent authority. That the allottee shall abide by all laws, rules and regulations of the Local Authority/State Government/Government of India and shall be responsible for all deviations, violations or breach of any of

the conditions of law/bye-laws or rules and regulations after handing over the possession of the Shop. The Shop shall be used for commercial purpose only.

**27.** That the rate for Electricity and Power back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee will be decided by the promoter.

**28.** That the saving and expecting the particular shop allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold shops, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/recreational facilities (excepting what has been allotted by an Allotment to intending Allottee), which shall all remain the property of the Promoter for all times unless the Promoter decides to dispose them off subject to right of the intending Allottee, as mentioned hereinafter and the Promoter can lease out the vacant shop or the complete block of the shops as a whole or in part to one or more person(s)/company(s)/institution(s) whatsoever for short term or long term.

**29.** That the Allottee hereby agrees and undertakes that prior to taking possession of the said shop, he shall enter into a separate Maintenance Agreement with the Company or maintenance agency appointed or nominated by the Promoter for the maintenance of the common areas of the complex. The Allottee undertakes to become a member of the “Shop Owner Association” and shall continue to pay the maintenance charges as determined by the said Association or Maintenance Agency.

**30.** That the scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting etc. The services outside the shop but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls/fencing, drainage system, water supply, security services, general watch & ward within the complex.

**31.** That the Promoter shall not pay any damages/compensation to the Allottee in case of the failure of the services which are technical in nature.

**32.** That the Allottee doth hereby agree and confirms that the promoter shall not be held responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency by the allottee. The

Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee. The Allottee hereby expressly discharges the promoter from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.

**33.** That it is understood by the Allottee that the internal maintenance of the shop and also its insurance shall always remain the responsibility of the Allottee.

**34.** That subject to his right as mentioned above, the Allottee hereby covenants with the Promoter that from the date of the receipt of the offer of possession/possession notice of the shop or the date of receiving deemed possession, as provided herein before, he shall, at his own cost, keep the said shop, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure/safety of the premises is in no way damaged or jeopardized. He shall neither himself do not permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.

**35.** That the Allottee agrees not to use the said shop or permit the same to be used for purpose other than for commercial purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other shops in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the shop which tend to cause damage to any flooring or ceiling of any shop over or below or adjacent to his shop or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.

**36.** That it is admitted, acknowledged and so recorded by and between the parties that the Allottee shall under no circumstances will not be allowed to carry out any change whatsoever in the elevations and/or outer color scheme. This provision shall be applicable even after handing over of the physical possession and execution of title deed/sale deed. In case of non compliance of this provision by the Allottee the Promoter without any formal notice shall be at liberty to restore the original elevations and/or outer color scheme. This shall get to be done at the cost and risk of the Allottee.

**37.** That the Allottee agrees that he shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided for the said shop and shall not design or install or open them in the inside passages, common areas or in the staircases. The Allottee further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other Allottee/Occupants in the said Complex.

**38.** That the Allottee further agrees undertakes and guarantees that he will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external façade of the building/Tower/Complex or anywhere on the exterior of the building or the common areas.

The Allottee further undertake as follows:

- i)** That he will not remove any load bearing wall of the said shop.
- ii)** That he shall not distribute the electrical load in the said shop in compliance with the electrical system installed by the Promoter or its Maintenance Agency.
- iii)** The Allottee agrees and acknowledges that he shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.

**39.** That the Promoter shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include (i) Laying of roads, (ii) laying of water line, (iii) laying of sewer lines and (iv) laying of electric lines. However, it is acknowledged and understood by the Allottee(s) that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, and horticulture are to be provided by the Government and/or the concerned local authority.

**40.** That it shall be the responsibility of intending allottee to inform the promoter by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking request/application form will be used for all correspondence demand letters/notice and letters posted at that address (if change in addresses is not intimated) will be deemed to have been received the intending allottee and the promoter shall not be responsible for any default.

**41.** That in case of NRI Allottee the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee.

**42.** That the Allottee agrees that until a Sale Deed is executed and registered, the promoter shall continue to be the owner of the shop and also the construction thereon and this allotment shall not give to the Allottee any right or title or interest therein even though all the payments have been received by the promoter. It is further clarified that the promoter is not constructing any shop as a contractor of the Allottee but on the other hand promoter is constructing the complex as its own and the sale shall be deemed to have take place only, after the actual completion of construction/finishing/handing over of the shop and the execution of the Sale Deed. The Promoter shall have the first lien and charge on the shop for all its dues that may/become due and payable by the Allottee to the Promoter.

**43.** That it is hereby agreed, understood and declared by and between the parties that the Promoter may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the Shop(s) of the said complex, however the Sale Deed in respect of the said Shop in favour of Allottee will be executed and registered free from all encumbrances at the time of registration of the same, relating to Shop qua Builder.

**44.** That the Allottee agrees that the Promoter shall have the first charge/lien on the said Shop for the recovery of all its dues payable by the Allottee under this Allotment and such other payments as may be demanded by the Promoter from time to time. Further the Allottee agrees that in the event of his failure to pay such dues as aforesaid, the Promoter will be entitled to enforce the charge by selling the said shop to recover and receive the outstanding dues out of the sale proceeds thereof.

**45.** That this Allotment Letter or any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee without prior written consent of the Promoter which consent may be given or denied by the Promoter at its sole discretion and shall be subject to applicable laws and notifications or any policy of Government and directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Promoter may impose.

**46.** That subject to above, in case of transfer/endorsement/assignment/change in name of provisional Allotment of Shop, a processing fee as prevailing at the time of desired transfer shall be payable by the applicant/allottee to the Promoter at the time of submitting application for such transfer/endorsement/assignment/change in name etc. However first transfer request will be entertained only after receipt of 50% of the total sale price and/or inclusion of name of spouse as co-applicant shall be free of any charges.

**Note: That the company shall charge Rs. 5000/- (Rupees Five thousand only) as processing fee for administration and file charges along with applicable GST from the Allottee at the time of allotment.**

**47.** That the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.

**48.** That if the payment received from Allottee through cheque gets bounced due to any reason whatsoever, the Allottee will pay a cheque bounce charges of Rs. 1000/cheque bounce with applicable GST. And if the cheque payment gets bounced twice, then no further cheque payment would be accepted; only payment through Demand Draft/RTGS transfer would be entertained.

**49.** That if for any reason, whether within or outside the control of the Promoter, whole or part of scheme is abandoned, no claim will be preferred except that the entire received money without interest will be refunded to the allottee within six months from the date of demand.

**50.** The Real Estate (Regulation and Development) Act, 2016, shall come into force on such date notified by the Central Govt. with the provisions and Rules framed there under as applicable to State of Gujarat, shall apply on the Allottee/Applicant and the Promoter. Any amendment/modification/changes made in terms of booking request form/allotment letter/agreement shall apply mutatis mutandis upon both the Allottee/Applicant and the Promoter accordingly. Further, the Company and Allottee/Applicant undertake to abide with the provisions and rules framed under **RERA 2016**.

**51.** The project “**VRAJ**” has to be registered under the Real Estate Regulatory Authority, Gujarat.

**52.** That all disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, shall be mutually discussed and settled between the parties to this Allotment.

All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, which cannot be amicably settled, shall be

decided by a sole arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996.

The venue of the arbitration shall be the registered office of the Promoter or such other place as may be mutually agreed to between the parties and the award of the arbitrator(s) shall be rendered in Gujarati or English.

53. If any provision of this Allotment Letter shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far so reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to conform to the applicable law and the remaining provisions of this Allotment shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.

54. That the Courts at Amreli shall have jurisdiction in all matters arising out of and/or concerning this agreement.

55. I, the Allottee have also read and understood the terms and conditions mentioned in the Allotment Letter by taking ample period and along same has been read over to me in Vernacular language i.e. Gujarati, if any objection raised regarding the said terms and conditions from my side then I will discuss with the Promoter. If I would not raise any objection about the said terms and conditions by signing this Allotment Letter, it will be presumed that I am agree with the same and I will not raise any objection in future.

**IN WITNESSES WHEREOF**, the Allottee(s) and the Promoter here to set and subscribed their respective hands on the day, month and year first above written.

**Witnesses**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Promoter**

**Allottee(s)**