

## KAMDHENU INFRA

## ALLOTMENT LETTER

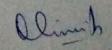
Dated
To,
Subject : Allotment Letter of unit Numberin
Dear Sir/Madam
This has reference to your Application Datedand regarding the provisional letter of allotment dated
For allotment of a residential SHOPS/FLATS in KAMDHENU INFRA .(hereinafter referred to as the "said unit").a residential scheme located in SAVAD VILLAGE, VADODARA , the original owner of the property owned of the property owned piece of immovable property bearing Old F.P.No.101 , T.P.NO.07 Revenue survey No.78(SAVAD) admeasuring Longitude and latitude
East: 22.3232 AND 73.2174  West: 22.3228 AND 73.2168  North: 22.3234 AND 73.21707  South: 22.3226 AND 73.2171
3048 sq.mtrs.Total admeasuring .sq.mtrs.non agricultural land of mouje: SAVAD .the Registration District: VADODARA and Sub District: VADODARA Layout 03-08-2019.Sanctioned and issued by URBAN DEVELOPMENT AUTHORITY VADODARA
being developed by KAMDHENU INFRA
In response to your Application For the same we had allotted following plot as per following details.
SHOP/FLAT No
Plot Area:sq.mt.(sq.ft Approx)  Undivded Share of Land:sq mt.(sq.ft Approx)  Built up area:sq.mt.(sq.ft.approx.)  Carpet area:sq.mt.(sq.ft.approx)
Total BSP:Rs
We had registered this project under RERA vide Reg No.(Applied)dated()
Place: Vadodara
Date:

GST NO. : 24AAUFK6047P1ZI

ADDRESS: Nr. Nathiba Nagar, Mira Char Rasta, Karelibaug - Harni Road, Vadodara-390022. E MAIL: kamdhenuinfra2019@gmail.com M: 9825026250

## Terms and conditions:

- Upon issuance of this letter of Allotment. The Allottee shall be liable to pay the
  consideration value plus the society maintenance and other charges as specified above here
  to together with the applicable government taxes and levies as per the schedule of payment,
  time being of the essence.
- 2. The Allottee shall, in relation to the apartment/plot/unit/shop/office make all payments to the company firm from his own bank account only and not from and through the bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the apartment plot/unit/shop/office shall be issued in favour of the Allottee only.
- 3. The Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the application and this letter of Allotment, including timely payment of amounts stated hereunder.
- 4. The Allottee agrees and undertakes to be bound for entering to agreement to sale on completing of 10<sup>th</sup> of total payment and perform all the obligations and the terms and conditions contained in the agreement to sale, including timely payment of amounts stated hereunder.
- 5. In the event the Allottee fails or neglects to comply with any of his obligations under the application Letter of Allotment, including (but not limited to) making payment of all due amounts as per schedule of payments hereto (and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment agreement to sell in respect of the apartment plot/unit/shop office, the Allottee shall be deemed to be in default, in the event of such default, the company firm shall issue notice to the Allottee of such default and the Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured). The company / firm shall have option to cancel the Allotment of the Apartment/Plot/Unit/Shop/Office. By sending a termination letter by RPAD/Speed Post. On such termination, the following shall apply:
  - a) The Allotment/Booking/Agreement to sale for the Apartment/Plot/Unit/Shop/Office(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with the respect to the apartment/plot/unit/shop/office(s). Save and except the right to receive refund amount as per (b) below.
  - b) All amounts paid to the company /firm by the Allottee towards consideration value or part thereof (excluding interest and taxes thereon) after deducting there from the liquidated damages ("Refund Amount") shall be refunded. The payment of the refund amount shall be subjected to and after Deducting, thereon tax at source and or other applicable levies and taxes. For sake of clarity, the interest and or taxes paid on the consideration value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards consideration value is less than the liquidated damages. The Allottee



shall be liable and agrees to pay to the company firm/ firm the defied amount of liquidated damages.

- 6. The payment of Refund Amount shall be made through A/C Payee cheque.
- 7. All overdue payments shall attract interest at 24% annually, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the
  - other rights and remedies available to the company firm, including the right to cancel terminate the Allotment and/or claim losses/damages incurred or suffered in that regard.
- 9. It is mandatory for Allottee to become a member of Association/Co-Operative Society/Company/Firm/Firm for maintenances of the society/building/county and pay all fees/dues/charges as when decided by the formed body.
- 10. The Apartment/Plot/Unit/Shop/Office(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Apartment/Plot/Unit/Shop/Office have been received by the Company/Firm/Firm And The Allottee has taken possession of the Apartment/Plot/Unit/Shop/Office.
- 11. The Allottee agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or The Company/Firm/Firm or its associates or its representative in the event. The Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the Company/Firm, Firm shall be entitled to proceed as per the provisions of this Allotment Letter.
- 12. The Allottee hereby agrees that the company/firm/firm shall be entitled to recover/set off/adjust from the amounts if any, payable by the Allottee to the Company/Firm/Firm including the consideration Value, the Society and Other Charges, interest and/or liquidated damages. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.
- 13. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Vadodara (Gujarat) alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator appointed by the Company/Firm/Firm and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 14. This Allotment letter is subjected to any Corrections/Amendments/Deletion/Charges made by the Company/Firm for compliance or as directed under The Real Estate (Regulation & Development) Act, 2016.

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We/I would like to take this opportunity to thank you for the trust that you have reposed in our project and assure your best services at all times.

Warm Regards,

For Kamdhenu Infra,

Partner

(Authorized Signatory)

Olimbs.