

MOIN R. SHAIKH
(SHYAMWALA)
ADVOCATE
B.A. LL.B (HONS)(DCL)

RAYHAN R. SHAIKH
(SHYAMWALA)
ADVOCATE
B.A. LL.B (HONS)

GUJARAT HIGH COURT

:: Reply to Legal Notice ::

Reg. A.D. _____

To,

Name: SHRI TUSHARBHAI AMRUTLA JOSHI DIRECTOR OF K.G.
VORA SECURITIES LIMITED.

Address: 304, 3RD FLOOR, SHRI MAHALAXMI RESIDENCY,
DARUWALA COMPOUND LANE, MALAD (WEST),
MUMBAI.

M:

SUBJECT: REPLY TO YOUR LEGAL NOTICE DATED MARCH 5, 2024,
FOR HANDING OVER THE POSSESSION OF SHOPS.

Dear Sir,

WE, ADVOCATE RAYHAN R. SHAIKH & ADVOCATE MOIN R. SHAIKH,
UNDER THE INSTRUCTIONS AND AUTHORITY OF MY CLIENT MR.
NAYNESHKUMAR JASHWANTLAL SHAH (HEREIN REFERRED TO AS
'MY CLIENT') DO HEREBY SERVE UPON YOU THE FOLLOWING
REPLY TO YOUR LEGAL NOTICE DATED 05/03/2024.

We hereby serve you the following reply that:

- 1) In reply to paragraph no. 1, 2, & 3 of your notice, the contention therein is not a subject matter of my client, and he is illiterate of the same, hence the factual aspects and contention thereof is neither accepted nor denied by my client.



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- 2) In reply to paragraph no. 4 of your notice, the contention therein is utter false, fictional, and wrong, hence the contention thereof is unacceptable and therefore rejected by my client. In fact, my client has never ever knowingly or illegally taken the possession of your shop no. 25 or any other shop/property, neither my client, in any way, acted in connivance or acted in such a manner which would be amounted as hand in gloves with Noticee no. 1 to 6, as mentioned in your notice. My client also became the victim of duple sell.
- 3) In reply to paragraph no. 7 of your notice, the contention therein is utter false, fictional, and wrong, hence the contention thereof is unacceptable and therefore rejected by my client. In fact, my client, in any way, is not connected and my client do not have any ownership or possession of the shop bearing no. 1,2,18,22,24,25,34,35 with him thus there remain no question of handing over the possession from my client. Apart from it, it is specifically stated that my client has never ever received in correspondence through any medium from you till date.
- 4) In reply to paragraph no. 5,6,8 to 19 of your notice, the contention therein is not a subject matter of my client, and he is illiterate of the same, hence the factual aspects and contention thereof is neither accepted nor denied by my client.
- 5) Paragraph no. 20 to 25 of your notice are general warnings and information hence need no reply.
- 6) Apart from above, the contentions of your notice if not accepted herein specifically then same are mean to be denied by my client. Unless specifically replied to your notice in respect of my client is false, fictional and wrong hence not accepted and denied.



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Factual contention/Truth

- 7) Before elaboration of factual aspects, it is hereby clarified by my client that in notice dated 05/03/2024 you have mentioned details of properties as shop bearing no. 1,2,18,22,24,25,34,35 at Siddheshwar Plaza, Vadodara but my client is not connected, in any manner, with any of the property/shops mentioned in your notice except shop no. 25. However, in respect of shop no. 25 my client is also victim of duple sell details of which is elaborated herein.

My client is an employee whose livelihood is earned by monthly salary. My client has booked shop no. 25 for the consideration of INR. 33,00,000/- in total (copy of Booking Form is attached herewith) at first floor of Siddheshwar Plaza, Vadodara in a bonofide manner 25/10/2020, without having knowledge that the said shop has been already sold nor did SP Infra or its Partners has informed about it. My client has paid a handsome amount for Shop no. 25. After the payment SP infra has handed over the possession of the shop no. 25 as assurance to my client and thence my client has applied for the loan for making remaining payment to SP Infra which was sanctioned by the competent Bank on 11/11/2020.

However, after the getting loan sanctioned the said amount was not disbursed in absence of sale deed or agreement to sale. Thence, my client pursued the SP Infra and its partners for agreement to sale but instead of executing agreement to sale it started making excuses and in respond SP Infra entered my client's name in Vadodara Municipal Corporation Record (at present my client has applied for removing his name from the VMC record) for making my client satisfied. Then after, also, my client kept constant follow ups for agreement to sale but SP Infra failed in doing so for which the loan amount was not disbursed



GF-20 SHYAMWALA COMPLEX, PANIGATE, VADODARA-06

E-MAIL: adv.rayhanrshaikh@outlook.com, adv.moinrshaikh@gmail.com

M: 9773042105, 9879805511,

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and at the same time without disbursement my client was incapable of making payment of remaining amount to SP Infra.

However, in constant persuasion and in constant excuses from SP Infra, my client learnt that the said shop no. 25 is already been sold to some other party (at that movement my client was unaware that you had purchased it, after your notice dated 05/03/2024 my client came to know that you had purchased the said shop).

For the above circumstances, my client pursued the SP Infra to cancel the booking of the shop no. 25 at first floor of Siddheshwar Plaza and sought refund the payment from SP Infra for Shop no. 25. Therefore, on 05/10/2023 cancelled the booking of said shop no. 25 vide cancellation form (copy of cancellation form is attached herewith). However instead of refunding my client SP Infra has offered my client to purchase another shop at Harni, Vadodara at its another scheme, details of which is Shop no. 35 at second floor of Shree Siddheshwar Paradise, which my client agreed to purchase. Hence, my client after cancelling booking of shop no. 25 at Siddheshwar Plaza purchased Shop no. 35 at second floor of Shree Siddheshwar Paradise at Harni, Vadodara. Apart from abovementioned my client is unaware of any dealings of SP Infra and its Partners.

Thus, my client has in bonofide manner booked the shop no. 25 at Siddheshwar Plaza and paid a handsome amount for the same. But the SP Infra and its partners did not execute sale deed or agreement to sale in my client's favour for the loan amount was not disbursed and meanwhile my client learnt that the said shop no. 25 at Siddheshwar Plaza has been already sold. Hence, my client's incapacity to pay remaining amount due to non-disbursement of loan amount and lately, learning that the said shop no. 25 is already been purchased, my client decided to



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cancel the booking of shop no. 25 at Siddheshwar Plaza. After cancelling the booking of the said shop no. 25 SP Infra offered to purchase another Shop no. 35 at second floor of Shree Siddheshwar Paradise at Harni, Vadodara instead of refunding the payment. My client chooses to purchase the said Shop no. 35 at second floor of Shree Siddheshwar Paradise at Harni, Vadodara instead of chocking his payment. And sale deed was executed in favour of my client Shop no. 35 at second floor of Shree Siddheshwar Paradise at Harni, Vadodara and same is registered in his name.

- 8) Under the abovementioned circumstance it is hereby humbly notified you that my client has in good faith booked shop no. 25 which he later on cancelled and left the possession, before you intimation and notice, as soon as he learnt that the SP Infra is trying to sell the said in duple. Thus, my client does not have any rights including possession of shop bearing no. 1,2,18,22,24,25,34,35 at Siddheshwar Plaza, Vadodara to handover possession to you. All the authority and Power to do so is with the SP Infra and its partner, my client was/is an innocent customer.
- 9) All the relevant documents and papers are attached herewith for your kind reference. Hence, it is expected by my client that further harassment, disturbance, and coercion to act in specific manner will be stopped from you and from other person including but not limited Snehal Thakkar on your behalf otherwise my client is advised to proceed further with legal action including but not limited to criminal prosecution. The present reply is required to given due to your default hence the legal expense of INR. 10,000/- for the same is on your head.
- 10) Kindly take the reply as above



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The contents of this legal reply are read by me which are correct and true to my knowledge.

Date: 08/05/24
Vadodara

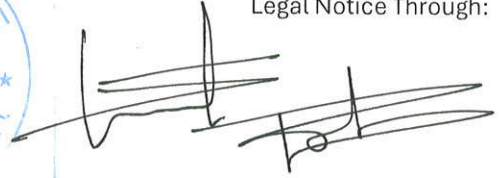
*Explained and understood in
vernaculars*



MR. NAYNESHKUMAR
JASHWANTLAL SHAH

Legal Notice Through:





ADVOCATE

MOIN R. SHAIKH

ADVOCATE

RAYHAN R. SHAIKH

(SHYAMWALA)

CAUTION: COPY RETAINED IN MY OFFICE FOR
FURTHER ACTION.

CC: Adv. Jitendra Sharda & Associates.





Corporate Identification Number (CIN) L65190GJ1994PLC021012

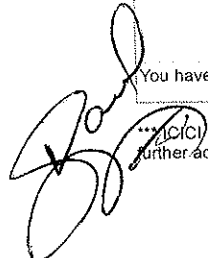
November 11, 2020

MR NAYNESH KUMAR SHAH & MRS KAILASH SHAH
J 103 SHREENATH PURAM NEAR PVR CINEMA, OLD CHHANI ROAD
VADODARA-390001
VADODARA
9016932545(Mob)

Dear Sir / Madam,
Sub: Offer letter for Loan facility vide Application no. 7724629866
(Franchisee Code: A K FINANCE-HF-216037)
Thank you for choosing ICICI Bank Mortgage Loan. We are pleased to inform you that with reference to the above application, we have in-principle sanctioned you a facility (the "Facility"), the details of which are given below.

Facility Type	Floating Rate-Non Residential Property
Facility Amount Sanctioned	₹1976000/-
Term of Facility	180 Months
Benchmark Rate for the Facility	Repo Rate "Repo Rate" or "Policy Repo Rate" means the rate of interest published by the Reserve Bank of India (RBI) on the RBI website from time to time as Repo Rate or Policy Repo Rate.
Applicable Interest Rate	The rate of interest for the Facility shall be sum of the Repo Rate *+ Spread per annum, plus applicable statutory levy, if any (Interest Rate). For the first disbursement under the Facility, the applicable Repo Rate shall be the rate prevailing one Business Day preceding the date of the disbursement and for subsequent draws, the Repo Rate prevailing for the Facility shall be applicable. As on date the Repo Rate is 4.00% and Spread is 4.95% and applicable interest Rate is 8.95%.
Reset Date & Reset Period ***	The Repo Rate component of the Interest Rate will be reset on the first day of the third subsequent month from the month in which the Facility is first disbursed (irrespective of the date of disbursement) and every three months thereafter, as a sum of Repo Rate + Spread, plus applicable statutory levy, if any. The applicable Repo Rate shall be the rate prevailing one Business Day preceding the reset date.
Amount of each EMI (on Monthly rest)	₹19984/- (Payable monthly)
Administrative Charges (non-refundable)*	₹5818.5/- (Rupees Five Thousand Six Hundred Nineteen Only) ₹4762.5/- (Rupees Four Thousand Seven Hundred Sixty Three Only) is towards administrative charges, ₹428.00 is towards CGST and ₹428.00 is towards SGST /- and any other tax/levy applicable as per law.
Processing Fees (non-refundable)*	₹17488/- (Rupees Seventeen Thousand Four Hundred Eighty Eight Only). ₹14822/- (Rupees Fourteen Thousand Eight Hundred Twenty Two Only) is towards processing fee, ₹1333.00 is towards CGST and ₹1333.00 is towards SGST /- and any other tax/levy applicable as per law.
Security	As may be specified by ICICI Bank, from time to time at its sole discretion
CIBIL Report Charges	₹118/- (Rupees One Hundred Eighteen Only). ₹100/- (Rupees One Hundred Only) is towards CIBIL charges, ₹9.00 is towards CGST and ₹9.00 is towards SGST /- and any other tax/levy applicable as per law.
Non-refundable charges under Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI)	₹118/- (Rupees One Hundred Eighteen Only). ₹100/- (Rupees One Hundred Only) is towards CERSAI charges, ₹9.00 is towards CGST and ₹9.00 is towards SGST /- and any other tax/levy applicable as per law.
Fees on Part Prepayment**	NIL on amount prepaid
Fees on Full & Final Prepayment**	A) For loan with fixed rate of interest at the time of prepayment: 2% on Home Loan, Home Improvement Loan, Land Loan & Top Up on Home Loan on amount prepaid and on all amounts tendered by the Borrower towards Prepayment of the Facility during the last one year from the date of final prepayment. 4% on Non Home Loan (LAP, NRP, LRD, Non HL Top Up, RTF) on amount prepaid and on all amounts tendered by the Borrower towards Prepayment of the Facility during the last one year from the date of final prepayment. B) For loan with floating rate of interest at the time of prepayment: Nil prepayment charges on Home Loan, Home Improvement Loan, Land Loan & Top Up on Home Loan. Nil prepayment charges on Non Home loan (LAP, NRP, LRD, Non HL Top Up, RTF) where loan is given to individual borrowers and the end use is other than business purpose. 2% on Top Up on Home loan on amount prepaid and on all amounts tendered by the Borrower towards Prepayment of the Facility during the last one year from the date of final prepayment where the loan is given to individual borrowers for business purpose & to non-individual borrowers for all purpose. 4% on Non Home Loan (LAP, NRP, LRD, Non HL Top Up, RTF) on amount prepaid and on all amounts tendered by the Borrower towards Prepayment of the Facility during the last one year from the date of final prepayment where the loan is given to individual borrowers for business purpose & to non-individual borrowers for all purpose.
You have chosen to	ICICI Bank Limited Not Applicable

SHUBHI KAWAL
BCM MORTGAGE
EMP ID : 405782



Regd. Office: ICICI Bank Tower, **Customer Care Centres Phone Nos.**
New Chhatrapati Shivaji
Mumbai - 400 001, India. **1800 120 7777**
Further acknowledgment of the offer may change, upward or downwards, as the case may be, in line with change in the Repo Rate.
Vadodara 390 007, India. **Wealth Management 1800 103 8181**
CIN : L65190GJ1994PLC021012 **Business Banking 1860 120 6699**
Website-www.icicibank.com **I-Direct 1860 123 1122**

TERMS AND CONDITIONS ATTACHED TO SANCTION LETTER

1. This letter should not be construed as giving rise to any binding obligation on the part of ICICI Bank to provide the financial assistance/s / facilities mentioned overleaf (**the "Facilities"**), unless you have submitted the duly completed application forms to ICICI Bank and have executed all other relevant facility documentation as required by ICICI Bank and, in a form and manner as may be required by ICICI Bank Limited ("ICICI Bank") in connection with the Facilities (hereinafter referred to as the "Transaction Documents").
2. The Transaction Documents may / will contain terms and in addition to or in modification of those set out in this letter.
3. Notwithstanding anything stated elsewhere in this letter or otherwise, the Facilities mentioned overleaf will be available solely at ICICI Bank's discretion and subject to compliance of all formalities and documentation as may be specified / required by ICICI Bank. The continuance of the Facilities is subject to cancellation and / or repayment to ICICI Bank on demand without assigning any reason for the same.
4. ICICI Bank shall be entitled to revoke the sanction of the Facilities, inter alia, in any of the following circumstances:
 - a) there is any material change in the purpose(s) for which the Facilities has been sanctioned ("**the Purpose(s)**");
 - b) in the sole judgement of ICICI Bank, any material fact has been concealed and / or become subsequently known;
 - c) any statement made by or on your behalf in your application or otherwise, is incorrect, incomplete or misleading;
 - d) the accepted copy of this letter duly signed by you is not received by ICICI Bank within the specified;
 - e) there is a default under or a breach of the terms and conditions of this letter and other Transaction Documents, or any other facility offered by ICICI Bank to you / any of you;
 - f) the legal / technical / valuation report on the property is not satisfactory to ICICI Bank;
5. This sanction shall be available to the Borrower/s for a validity period of six months (in case the Borrower is salaried and self employed professional) and for a validity period of three months (in case the Borrower is self employed non-professional) provided the Borrower/s deposits with ICICI Bank the administrative charges & other charges / fees mentioned overleaf at the time of delivering the accepted copy of this letter to ICICI Bank.
6. Repayment of the Facilities could be through Installment / EMIs comprising of principal and interest / by way of Minimum Amount Due.
7. ICICI Bank is entitled to add to, delete or modify all or any of the terms and conditions for the Facilities and/or the Standard Terms applicable to the Facilities.
8. The Borrower/s shall immediately intimate ICICI Bank in the event of any change in the repayment capacity of the borrower/s. Without limitation, this shall include a loss / change in job / profession etc. as also any change in any information stated in your application for the Facilities.
9. The Interest Rate applicable to the Facilities shall be rate prevailing one Business Day preceding the date of the disbursement , for the first disbursement under the Facility and for subsequent drawls, the Repo Rate prevailing on the first disbursement date of the Facility.
10. EMI amount is intended to be kept constant irrespective of variation in Interest Rate; however, ICICI Bank is entitled to increase the EMI at its sole discretion. The tenor of the Facilities shall also change as per change in EMI's.
11. No disbursements / drawals under the Facilities shall be permitted until and unless the borrower/s has made its contribution towards the Purpose is not mentioned in the overleaf, executed the required agreements, documents and writings and performed such other acts and deeds and created such security as may be required by ICICI Bank.
12. ICICI Bank has sanctioned the Facilities on the basis of the calculation and the estimation of the costs to be incurred for fulfilling the Purpose(s). If the cost of fulfilling the Purpose(s) increases above or falls below the calculated amounts, ICICI Bank reserves the right to cancel the Facilities or reduce the amount sanctioned at the sole and exclusive discretion of ICICI Bank and the decision of ICICI Bank in that behalf shall be binding on the borrower/s.
13. For products other than Property Overdraft Facility, ICICI Bank may, in its sole discretion and on such terms as to pre-payment charges, etc., as it may prescribe, permit prepayment/acceleration in payment of EMIs / installment at the request of the borrower/s, subject to as ICICI Bank may specify, from time to time, the minimum amount of prepayment/amounts payable on account of acceleration of EMIs. In the event ICICI Bank permits any prepayment /acceleration, the repayment schedule for such facility shall be amended /altered by ICICI Bank for giving effect to such prepayment / acceleration repayment schedules shall be binding upon the borrower/s. In case if any amount is prepaid by the borrower/s, the same shall be adjusted first towards the incidental charges, additional interest, PEMII, EMI outstanding, EMI of current month and balance towards the principal amount of such facility. ICICI Bank, at its sole discretion, may permit swap of the post-dated cheques for re-scheduling of EMI only if such minimum amount, as may be decided by ICICI Bank from time to time is prepaid.

Additional Terms and Conditions applicable only for Non Resident (NRI) / Person of Indian Origin (PIO):

1. Repayment of the Facilities and all charges leviable under the credit facility application form and other Transaction Documents shall be made by the borrower/s by remittances from abroad through normal banking channels or out of his / her NRE/FCNR/NRO account in India or through rental income derived from renting out the property in India and/or in such other manner as may be decided solely by ICICI Bank subject to the applicable laws, rules and regulations including FEMA.
2. The property purchased out of the proceeds of the Facilities will be used by the non – resident for his / her own occupation on his /her return to India and not for any other purpose.
3. In the event of the property is given on lease / leave and licence / tenancy basis (if so agreed upon by ICICI Bank) by the borrower/s during his / her stay abroad, the borrower undertakes to utilize the entire rentals for repayment of the Facilities, even if the entire rentals are more than the prescribed EMI. In such an event where the rentals are appropriated towards repayment of the Facilities, ICICI Bank may in its sole discretion permit swap of the post-dated cheques for re-schedulement of the EMI.
4. Payment of Margin Money must be made by debit to NRO account of the borrower/s as well as through direct remittance from abroad through normal banking channels or out in India and /or in such other manner as may be decided solely by ICICI Bank subject to the applicable laws, rules and regulations including FEMA and regulations made thereunder.

ICICI Bank Home Loan

ICICI Bank may revise the Spread once every three (3) years from the date of the first disbursement, in accordance with the extant RBI Guidelines. Notwithstanding anything contained herein, the Bank reserves the right to reset the Spread at any time upon substantial change in the Borrowers credit assessment and/ or on account of deterioration in the credit risk profile. Any change in Spread would be communicated by the Bank through either: (i) Letter (ii) E-Mail (iii) SMS (iv) Statements of Accounts (v) WhatsApp or any other suitable mode. You shall be deemed to have noticed of changes in the Repo Rate when displayed on the notice board of the Branch or displayed on ICICI Banks website (www.icicibank.com) and you will be liable to pay such revised rate of interest. ** All taxes, duties, and levies, including but not limited to Goods and Services Tax, and any other tax/levy applicable as per law and as may be amended from time to time would be additionally charged.

From the date of first disbursement, you will be required to pay Pre-EMI interest (at the Interest Rate applicable to your Facility) till the time your Facility is fully disbursed, subsequent to which your EMI payments will begin.

Please note that on final disbursement of the loan, we provide a Free Personal Accident Insurance cover to the first applicant of the loan subject to the loan amount upto ₹25 lacs. The amount is to the extent of Principal amount and as per the applicable conditions.

The aforesaid sanction of the Facility will be subject to

1. Sanction Letter is valid for a period of 6 months, however the aforesaid ROI is valid for a period of 30 days from the date of Sanction letter subject to change in the Repo rate.
2. Facility amount shall not exceed 60% of Value of property as valued by ICICI Bank.
3. Execution of Facility and other documents between you and ICICI Bank as per ICICI Banks policy and format.
4. Terms and conditions as mentioned overleaf.
5. Approved sanction plans shall be submitted by the applicant/s to the satisfaction of ICICI Bank.
6. As per Section 194-IA of the Income Tax Act, 1961, in case the consideration for transfer of an immovable property is more than ₹5.0 million, the purchaser/buyer of such property is required to deduct income tax at the rate of 1% of the consideration (20% if the seller does not have a PAN) or as applicable as per Income Tax Act, 1961, on behalf of the seller/vendor. Thus, you are required to comply by the said provision and undertake all the necessary steps in this regard.
8. LTV restricted to 60pcs on MV.
9. Repayment should be from ICICI AD Account only.
10. Sub To Legal And Tech Clearance.
11. SCHEME CODE NON RESIDENTIAL PREMISES AND PROMOTION CODE AD POL_NORMAL ONE.
12. LOAN AMOUNT INCLUDES SHIELD INSURANCE RS.71000.

This letter shall be a part of the Transaction Documents and shall be read in conjunction with the Transaction Documents executed by the Borrower or any other person for availing the Facility from ICICI Bank.

The signing of this letter by the Borrower(s) constitutes acceptance and acknowledgement of the terms mentioned in this letter.

Your ICICI Bank Branch Credit Manager DEEP MANIYAR will assist you with all your requirements pertaining to the above Facility. You can reach him/ her on 9879520782. Please sign and return the acceptance copy of this letter to him/her at the address mentioned below:

ADDRESS: KARELIBAUG,,
City: VADODARA State: GUJARAT
ZipCode: 390018 Country: INDIA

If required, you may also contact ICICI Bank Branch Sales Manager KANDARP KAPADIA on 9879520782 or ICICI Bank Regional Head Sales Manager on or you may write to us at 'customer.care@icicibank.com' from your registered e-mail ID or call our Customer Care.

We look forward to a long lasting relationship with you.

Thanking you,

Yours sincerely,
For ICICI Bank Limited

Name
Designation
I/We accept the above terms and conditions



SHUBHLI RAWAL
BCM MORTGAGE
EMP ID : 406782

1. Name: NAYNESH KUMAR SHAH
Signature:
Place:
Date:
2. Name: KAILASH SHAH
Signature:
Place:
Date:

ICICI Bank Limited

Regd. Office: ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.
CIN : L65190GJ1994PLC021012
Website-www.icicibank.com

Customer Care Centres Phone Nos.

Retail Customer Care	1860 120 7777
Wealth Management	1800 103 8181
Business Banking	1860 120 6699
I-Direct	1860 123 1122

TERMS AND CONDITIONS ATTACHED TO SANCTION LETTER

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2. The Transaction Documents may / will contain terms and in addition to or in modification of those set out in this letter.
3. Notwithstanding anything stated elsewhere in this letter or otherwise, the Facilities mentioned overleaf will be available solely at ICICI Bank's discretion and subject to compliance of all formalities and documentation as may be specified / required by ICICI Bank. The continuance of the Facilities is subject to cancellation and / or repayment to ICICI Bank on demand without assigning any reason for the same.
4. ICICI Bank shall be entitled to revoke the sanction of the Facilities, inter alia, in any of the following circumstances:
 - a) there is any material change in the purpose(s) for which the Facilities has been sanctioned (**"the Purpose(s)"**);
 - b) in the sole judgement of ICICI Bank, any material fact has been concealed and / or become subsequently known;
 - c) any statement made by or on your behalf in your application or otherwise, is incorrect, incomplete or misleading;
 - d) the accepted copy of this letter duly signed by you is not received by ICICI Bank within the specified;
 - e) there is a default under or a breach of the terms and conditions of this letter and other Transaction Documents, or any other facility offered by ICICI Bank to you / any of you;
 - f) the legal / technical / valuation report on the property is not satisfactory to ICICI Bank;
5. This sanction shall be available to the Borrower/s for a validity period of six months (in case the Borrower is salaried and self employed professional) and for a validity period of three months (in case the Borrower is self employed non-professional) provided the Borrower/s deposits with ICICI Bank the administrative charges & other charges / fees mentioned overleaf at the time of delivering the accepted copy of this letter to ICICI Bank.
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10. EMI amount is intended to be kept constant irrespective of variation in Interest Rate; however, ICICI Bank is entitled to increase the EMI at its sole discretion. The tenor of the Facilities shall also change as per change in EMI's.
11. No disbursements / draws under the Facilities shall be permitted until and unless the borrower/s has made its contribution towards the Purpose is not mentioned in the overleaf, executed the required agreements, documents and writings and performed such other acts and deeds and created such security as may be required by ICICI Bank.
12. ICICI Bank has sanctioned the Facilities on the basis of the calculation and the estimation of the costs to be incurred for fulfilling the Purpose(s). If the cost of fulfilling the Purpose(s) increases above or falls below the calculated amounts, ICICI Bank reserves the right to cancel the Facilities or reduce the amount sanctioned at the sole and exclusive discretion of ICICI Bank and the decision of ICICI Bank in that behalf shall be binding on the borrower/s.
13. For products other than Property Overdraft Facility, ICICI Bank may, in its sole discretion and on such terms as to pre-payment charges, etc., as it may prescribe, permit prepayment/acceleration in payment of EMIs / installment at the request of the borrower/s, subject to as ICICI Bank may specify, from time to time, the minimum amount of prepayment/amounts payable on account of acceleration of EMIs. In the event ICICI Bank permits any prepayment /acceleration, the repayment schedule for such facility shall be amended /altered by ICICI Bank for giving effect to such prepayment / acceleration repayment schedules shall be binding upon the borrower/s. In case if any amount is prepaid by the borrower/s, the same shall be adjusted first towards the incidental charges, additional interest, PEMII, EMI outstanding, EMI of current month and balance towards the principal amount of such facility. ICICI Bank, at its sole discretion, may permit swap of the post-dated cheques for re-scheduling of EMI only if such minimum amount, as may be decided by ICICI Bank from time to time is prepaid.

Additional Terms and Conditions applicable only for Non Resident (NRI) / Person of Indian Origin (PIO):

1. Repayment of the Facilities and all charges leviable under the credit facility application form and other Transaction Documents shall be made by the borrower/s by remittances from abroad through normal banking channels or out of his / her NRE/FCNR/NRO account in India or through rental income derived from renting out the property in India and/or in such other manner as may be decided solely by ICICI Bank subject to the applicable laws, rules and regulations including FEMA.
2. The property purchased out of the proceeds of the Facilities will be used by the non - resident for his / her own occupation on his /her return to India and not for any other purpose.
3. In the event of the property is given on lease / leave and licence / tenancy basis (if so agreed upon by ICICI Bank) by the borrower/s during his / her stay abroad, the borrower undertakes to utilize the entire rentals for repayment of the Facilities, even if the entire rentals are more than the prescribed EMI. In such an event where the rentals are appropriated towards repayment of the Facilities, ICICI Bank may in its sole discretion permit swap of the post-dated cheques for re-scheduling of the EMI.
4. Payment of Margin Money must be made by debit to NRO account of the borrower/s as well as through direct remittance from abroad through normal banking channels or out in India and /or in such other manner as may be decided solely by ICICI Bank subject to the applicable laws, rules and regulations including FEMA and regulations made thereunder.

કેન્સલેસન ફોર્મ

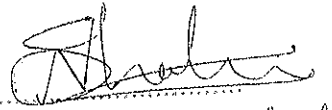
Shree Siddheshwar Plaza
Sp Infra
New Vip Road
Vadodara.

વિષય : કેન્સલેસન કરવા બાબત .

ઉપરોક્ત સહી કરનાર અમે પોતે આપની ઘાઈટ ઉપર તા. 25/10/2020 નો રોજ દુકાન / ~~ઓફીસ~~ / ~~મકાન~~ નં. ff-25 બુક કરાવી હતી . પરંતુ આગળના પેમેન્ટની વ્યવસ્થા થઈ રોકે તેમ નથી અથવા બીજા કોઈ કારણસર અમેને આ રોજ દુકાન / ઓફીસ / મકાન કેન્સલ કરવાની છે જેથી અમેને આપને જે કોઈ રકમ આપી હોય તેવાથી તમારો જે કોઈ કેન્સલેસન ચાર્જ હોય જેમ કે વેટ , સર્વિસ ટેક્સ , અન્ય ખર્ચ કાપી લઈને અમારી બાકી રકમ પાછી આપવા વિનંતી .

હારર દુકાન પરે આપેલ બુકિંગ ફીલ્ડે તથા બીજા ડોક્યુમેન્ટ પરત કરેલ નથી.

તા. 05-10-2023

આપનો વિશ્વાસુ 

Naynesh Kumar Shah

॥ श्री सिधेश्वर महादेव ॥

॥ श्री गणेशाय नमः ॥

॥ श्री स्वामीनारायण ॥

॥ श्री कृष्णलंजन हनुमान ॥

{ बुडिंग डीम }

प्रोजेक्ट नाम :- Paradise

अप्लिकेशन नंबर :- _____

तारीख :- 09-08-2024

नाम १) नयविद्यालय के बाए

२) _____

३) _____

व्यवसाय :- १) Service २) _____ ३) _____

कंपनी नाम :- _____

अड्रेस :- J-103, Shaheed Park, PVR Cinema, Vadodra,

मोबाइल नंबर :- 98169 32545

पान कार्ड :- CBEPS 8983 D आधार कार्ड :- 9816 3878 5111

युनिट नंबर :- व.फ. 35 इलोर :- Secone प्रकार :- Shop

शरतो :-

- १) दुकान / ओफिस / इलेट नी कुल किमत नुं डाउन पेमेंट टोकन तारीख थी _____ दिवस मां जमा करवानुं रહેशे.
- २) लोन सिवाय नुं पेमेंट लोन लेता पेडला आपवानुं रહેशे.
- ३) संपूर्ण पेमेंट पूरुं कर्यो पछी पलेशन आपवामां आवशे.
- ४) कंपनी सिवाय अकस्टा काम हशे , तो तेनुं पेमेन्ट अडवान्स जमा करवानुं रહેशे.
- ५) प्रवर्तमान तथा भविष्य मां केन्द्र सरकार के राजय सरकार द्वारा लागु धाय ते तमाम टेक्स, मेडसूल वगैरे भयं वेयाण राजनार सभ्य अ आपवाना रહેशे.
- ६) जो कोठ कारणासर युनिट केन्सल करवानुं धाय तो कस्टमरे बिदर ने 30 दिवस पेडला जाण करवानी रહેशे.
- ७) केन्सलेशन याजं मजेल रकम ना 10 रહેशे.

૯) બૂકિંગ થયેલ યુનિટ કેન્સલ કરવાનું થાય તો, તે યુનિટ ફરી બૂકિંગ થાય ત્યારે જ બૂકિંગ અમાઉન્ટ પરત આપવામાં આવશે.

૯) જો કોઈ કારણસર પાણી નું સપ્લાય, લાઈટ કનેક્શન, ડ્રેનેજ વર્ક માં VMSS / MGCVCL કનેક્શન દ્વારા મોડુ થાય, તો તે માટે ડેવલોપર ની જવાબદારી રહેશે નહીં.

૧૦) GST પેમેન્ટ ની સાથે સાથે આપવાનો રહેશે.

૧૧) મૂળ કિંમત :- 1૨,૦૦,૦૦૦/- } અંકે :- ૩૦.૬૧ thirty two fifty પૂરા
એકસ્ટ્રા વર્ક :- 18,51,૦૦૦/- } one thousand only

ટોકન પેટે :- _____

ચેક નંબર :- _____ બેન્ક :- _____ તારીખ :- _____

નોંધ : મૂળ કિંમત માં રજીસ્ટ્રેશન / મેન્ટેનન્સ ચાર્જ / સ્ટેમ્પ ડ્યુટી / ડેવલપમેન્ટ ચાર્જ / જીઈબી / વકીલ ફી વાગેરે નો સમાવેશ થતો નથી.

૧) GST AS PER (AS PER) ૨) સ્ટેમ્પ ડ્યુટી AS PER (AS PER)

૩) મેન્ટેનન્સ ચાર્જ 62,000/- ૪) ડેવલપમેન્ટ ચાર્જ 50,000/-

૫) જીઈબી ચાર્જ AS PER (AS PER)

પેમેન્ટ ની શરતો :-

સ્પેશિયલ કંડીશન :-

૧. હસ્તાવેશ ~~કરવા~~ બાદમાં કરવાની વખતે પેમેન્ટ પુરૂ કરવાનું હશે
- ૨.
- ૩.
- ૪.

ગ્રાહક ની સહી

૧. [Signature]

૨.

૩.

ડેવલોપર ની સહી

[Signature]

સેલ્સમેન ની સહી

[Signature]