

ALLOTMENT DEED

Project Name	Kameshwar Jyot II
Unit No	
First Party – The Land Owner	[A] Kameshwar Jyot Co-Operative Housing Society Ltd [B] (1) Sudhirbhai Parsottambhai (2) Bharatbhai Parsottambhai (3) Sureshbhai Parsottambhai and (4) Ashokbhai Parsottambhai
Second Party – Allottee	
Third Party – The Promoter	R.K Infracon

THIS ARTICLES OF THIS ALLOTMENT DEED MADE AT AHMEDABAD on this day of _____, Two Thousand _____

BETWEEN

[A] Kameshwar Jyot Co-Operative Housing Society Ltd.

having serial number – GH 7593, Registered with Gujarat Act X of 1962 (The Gujarat Co-Operative Societies Act, 1961) under section 9(1) (g) dated 07/06/1967.

[B](1) Sudhirbhai Parsottambhai (2) Bharatbhai Parsottambhai, (3) Sureshbhai Parsottambhai and (4) Ashokbhai Parsottambhai Together hereinafter referred to as the **“Party of the First Part”** or **“The Land Owner”** (which shall unless repugnant to the context or meaning thereof mean and include its present and future members) of the **FIRST PART;**

And

[If Purchase is a Company]

_____ Pvt. Ltd., (PAN: _____ / CIN : _____), a company duly incorporated under the provisions of the Companies Act, [1956 / 2013, as the case may have] having its registered office at _____ represented by its authorized signatory. _____ (Aadhar No: _____) duly authorized *vide* board resolution dated _____ hereinafter referred to as **“The Party Of The Second Part”** or **“The Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees), of the **SECOND PART;**

[If Purchaser is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act 1932, having its principal place of business at _____ (PAN: _____) represented by its authorized partner _____ (Aadhar No: _____) authorized *vide* hereinafter referred to as **“The Party Of The**

Second Part” or “The Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners), of the **SECOND PART;**

[If Purchaser is an Individual]

Mr./Mrs. _____ (PAN: _____) aged about __ years, adult, _____ by religion, son/daughter of _____, residing at _____, (hereinafter called the **“The Party Of The Second Part” Or “The Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the **SECOND PART;**

[If Purchaser is an HUF]

Mr./Mrs. _____ (PAN: _____) aged about __ years, adult, Hindu by religion, son/daughter of _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF (PAN: _____) having its place of business / residence at _____, hereinafter referred to as the **“The Party Of The Second Part” Or “The Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include the coparceners of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees), of the **SECOND PART;**

And

R.K Infracon a partnership firm having its principal place of business at 703, Sudhakalash, Jodhpur(PAN: _____) represented by its authorized partner _____ (Aadhar No: _____) authorized *vide* hereinafter referred to as **“Party of the Third Part” or “The Promoter” or "The Developer"** (which expression shall unless repugnant to the context and meaning thereof mean and include its **present and future directors**, representatives, executors, administrators, successors, assigns etc.) of the **THIRD PART**;

In this Deed reference to “a person” includes (as the context requires) an Individual, a Proprietorship, a Partnership Firm, a Company, a Body of Corporate, a Co-Operative Society, an Entity authority or anybody, an Association or Organization of individuals or persons whether incorporated or not.

Unless otherwise specifically stated in this Deed, any singular term or reference shall include plural and vice versa, masculine gender shall include feminine or neutral gender or vice versa.

Unless otherwise specifically stated in this Deed, the Parties to this Deed are individually referred to as Party and jointly and/or collectively as Parties.

WHEREAS the First Party is the owner and occupier of all that that Non-Agricultural land admeasuring 1501 sq. mts. of Final Plot No.292 [paiki] of Town Planning Scheme No.21 situate, lying and being at Mouje Paldi, Taluka Sabarmati in the Registration District of Ahmedabad and Sub- District of

Ahmedabad-4 [Paldi] [hereinafter referred to as "the said land" or "Project land"].

AND WHEREAS the First Party and Third Party have entered into a development agreement registered with the Sub Registrar by registration no. 15080 dated 28/11/2019. Ahmedabad Municipal Corporation granted Commencement Letter for the construction of residential units on the said land by No.02377/250619/ A2518/R0/M1 dated 6.8.2019. Thus, the Third Party is sufficiently entitled to construct building on the project land.

AND WHEREAS the Third Party has developed a residential project under the name of "**Kameshwar Jyot II**" [hereinafter referred to as "the Project"]

AND WHEREAS "**Kameshwar Jyot II**" Project has facilities which the Allottee has seen and approved. The Allottee has also agreed with Promoter, that Promoter may make such minor changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Government or any other concerned authorities which Promoter may consider desirable for the improvement of scheme and this shall operate as an irrevocable consent of the Allottee for making such changes, additions, omissions, modifications or alterations. However, any major changes/deviations in the scheme shall be carried out with consent of 2/3rd of the Allottees. In any case the members shall be kept informed/updated about the changes in the Project. The Layout of the Project is illustrated in Schedule C

and the list of common amenities/facilities is provided in Schedule E

The Promoter shall not have any claim over FSI, additional FSI, and Terrace rights after building use permission has been obtained. Such right if any will be owned by the **“Kameshwar Jyot Co-Operative Housing Society Ltd”**.

AND WHEREAS on demand from the Allottee, the Promoter has supplied all the information and explanations and given inspection / access to the Allottee of all the documents of title relating to the Project Land, approved plans prepared by Architect Om-Design, documents forming part of the application for registration made under the RERA Act 2016, particulars of Unit and the Project including but not limited to design, type, specifications, carpet area, open space, share in the undivided Project Land, rights and obligations of easement, elevation, common area, etc and the Allottee has thoroughly inspected at its own as well as through proper person / advisor / consultant and thoroughly as well as unconditionally satisfied in respect of the same ;

AND WHEREAS the Allottee has himself or through competent representative visited and inspected the Project and unconditionally satisfied and assured himself with regards to sufficiency, appropriateness and progress of the construction and its quality, fitness and suitability.

AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and has completed the construction of

the said building/s of the Project and has obtained the Building Use Permission Ref. No. _____ dated _____ with respect to the said building/s. Vide a notice dated _____ the Promoter has intimated the Allottee that the construction of the said Unit is complete and the same is ready for use and occupation.

AND WHEREAS the development of the said Project and as per the sanctioned plans the Project consists of Two Blocks and the detail of units is as per the table below:

Block No. As Per Brochure	No of Floor	No of Units in Block
A	5 Floors	20 Units
B	5 Floors	20 Units

AND WHEREAS the Allottee has desired to purchase a Unit bearing number _____ situated on floor____ of ____ Block as per details below, more particularly described in the Schedule B attached to this Deed. (Hereinafter referred to as the said “Property” or “Unit”).

AND WHEREAS by Agreement for Allotment dated _____ entered between the parties and registered with the Sub Registrar by registration no. _____, the Promoter and the Land Owner have agreed to convey to the Allottee the said unit for a consideration and on the terms and conditions mentioned in the Agreement for Allotment and contained herein.

The Promoter has registered this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 at Registration No._____ on dated. _____ with the Real Estate Regulatory Authority, Gujarat State [Ahmedabad]. Authenticated Copy is attached as “Annexure B”. RERA 2016 is referred hereinafter in this indenture as the said “Act”.

AND WHEREAS the Allottee has applied to the Promoter for allotment of the said Property in the Project, being Unit No. _____ situated on floor _____ of _____ Block of the said Project having a Carpet area of _____ square feet, equal to _____square meters; balcony area of _____ square feet equal to _____ square meter, wash area of _____ square feet equal to _____square meter along with proportionate usage rights in common areas of the said project namely passage, foyer, stairs, lifts, etc. and undivided proportionate area of Project Land admeasuring _____square feet equal to _____ square meters. The detail of the carpet area (As per the said RERA Act) and other appurtenant areas of the said Property meant for exclusive use of the Allottee are as follows:

Unit No.	Carpet Area Sq.Feet	Balcony Area Sq.Feet	Wash Area Sq.Feet

The above areas have been calculated on the basis of unfinished wall surfaces. The Allottee has checked the calculation of the areas and is satisfied with the same and has no disputes in this regard.

AND WHEREAS “Kameshwar Jyot Co-Operative Housing Society Ltd” is an existing Co-Operative Housing Society for the purpose of maintenance of common areas and common amenities of the said Project and that the Allottee has agreed to become a member and abide by the rules, regulations and regulations and shall not commit a breach of the same. The occupancy rights of the undivided proportionate share of the Project Land for the said Unit shall always remain with Kameshwar Jyot Co-Operative Housing Society Ltd’.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of this Allotment Deed and in consideration of the amount of ₹_____ and paid in the manner described in Annexure A by the Allottee to the Promoter and the Land Owner, on or before the execution of these presents being the full consideration agreed to be paid, the receipt whereof the Promoter doth hereby admits and acknowledges and of and from the same and every part thereof forever acquit release and discharge the Allottee, the Promoter doth hereby grant, allot, transfer and assure unto the Allottee ALL THAT property of the Unit, undivided land hereditaments and Unit more particularly described in the schedule hereunder written TOGETTHER WITH undivided right in all and singular sewers, drains, passage, common gullies, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenance whatsoever to the said Unit, hereditaments and Unit or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed of known as part thereof and to belong or be appurtenant thereto AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity

of the Promoter or any part thereof TO HAVE AND TO HOLD all and singular the said land hereditaments and Unit hereby granted conveyed transferred and assured or intended or expressed so to be with their and every of their rights, easements and appurtenances (all which are called as the said Unit already assigned hereinbefore) UNTO AND TO THE USE and benefit of the Allottee forever as full owner.

THIS DEED FURTHER WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Promoter has constructed the said Property on the Project Land in accordance with the plans, designs and specifications approved as aforesaid by the concerned local authority.
2. The total consideration amount for the said Unit mentioned herein above is ₹. _____ (the “Allotment Consideration”). Along with proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per layout of the Said Unit in Schedule C, free from all encumbrances, lien, charges or claim whatsoever.
3. The “Allotment consideration” above excludes taxes (consisting of tax paid or payable by Promoter by way of Value Added Tax, Service Tax, and Cess or Goods and Service Tax (“GST”) upon introduction of GST in India by the Government of India, as may be applicable on the transaction of transfer and Allotment of the Unit to the

Allottee(s) or, any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Unit, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

4. The Allottee has deducted TDS at one (1) percent only or, any other applicable rate from each and every payment being made to the Promoter towards the Allotment consideration including the basic price and other charges. Further, the Allottee assumes the responsibility of depositing the said TDS so deducted by the Allottee to the government entities as per Section 194-IA of the Income Tax Act, 1961 and agrees that in order to facilitate the Promoter in managing its taxes, the Allottee shall share the relevant proof / copy of challan of such TDS / other proof of paid applicable taxes on the consideration amount, with the Promoter as soon as the same are received at the Allottee's end.
5. The Allottee has paid to the Promoter a sum of ₹_____ (Rupees..... Only) the details of the payments received are given in Annexure "A". The Allottee has been given receipts for all the payments made by him. No claim for any payment shall be valid, save and except in respect of which the Allottee has obtained and can produce such receipts.
6. Kameshwar Jyot Co-Operative Housing Society Ltd is an existing Maintenance Body for the common object and

purposes of the Project, and to run, operate, maintain, manage, deal with and attend to common amenities and facilities of Project. The Allottee will join in such Co-operative Housing Society by purchasing ____ shares of ₹____ (Rupees Only) each and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member of the Co-operative Housing Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee. All the rules, regulations and decisions of such Co-operative Housing Society will be binding to the Allottee and Allottee shall honor, observe, perform, do and act in accordance therewith. The Allottee shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount or deposit as may be decided by the Co-operative Housing Society for operation and maintenance of common facilities and amenities of the Project.

7. The Allottee before execution of this Deed has satisfied himself of the following:
- (a) The carpet area of the said Unit.
 - (b) The completion and quality Construction of the said Building/Project and the said Unit.
 - (c) The fittings and fixtures installed.
 - (d) Completion and finishing of the said Unit and Project.
 - (e) The supply of water and electricity.

(f) The common facilities and amenities of the said Building/Project.

8. The Promoter has made available the said Unit to the Allottee with clear and marketable title. The title is verified by Advocate as per available revenue and registration record and on photo copies of documents produced before Advocate with note. The Allottee has also verified the titles of the said Unit and the Project through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit. In future the Allottee is not entitled to raise any objection or queries regarding the titles of the said Unit and Project.

REPRESENTATION AND WARRANTIES OF THE PROMOTER

9. The Promoters hereby represent and warrant to the Allottee as follows:

(a) The Promoter has constructed the said Building/Project in accordance with the Layout, plans, designs, specifications approved by the concerned local authority and which have been provided to the Allottee, with such variations and modifications.

(b) The Promoter has the requisite rights to carry out development upon the Project Land and also has

actual, physical and legal possession of the Project Land for the implementation of the Project.

(c) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.

(d) There are no encumbrances upon the Project Land.

(e) There are no litigations pending before any Court of law or any other forum with respect to the Project Land or Project except those disclosed in the Title Report.

(f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law.

(g) The Promoter has the right to execute this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

(h) The Promoter has not entered into any agreement for Allotment and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the

Project except those disclosed in the Title Report and the said Unit which will, in any manner, affect the rights of Allottee under this Deed.

- (i) The Promoter confirms that he is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Deed.
- (j) The Promoter has duly paid discharged undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities.
- (k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received or served upon the Promoters in respect of the Project Land and/or the Project except those disclosed in the Title Report.
- (l) The Promoter has developed the said Project with the common amenities and facilities listed in the Schedule E attached with this Deed.

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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

(a) To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the Promoter/Maintenance Body.

(b) Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the

Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior

written permission of the Promoter and/or Kameshwar Jyot Co-Operative Housing Society Ltd.

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Common Area and the building in which the Unit is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority.
- (h) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Deed or part with the possession of the Unit without the consent of the Kameshwar Jyot Co-Operative Housing Society Ltd.
 - a. The Allottee shall give 30 days prior notice in writing to the Co-Operative Housing Society/Maintenance Body about his intention to sell the said Unit informing about the transferee and shall obtain No Objection Letter

from the Co-Operative Housing Society/Maintenance Body prior to Allotment which shall not be unreasonably withheld by the Co-Operative Housing Society/Maintenance Body.

b. The Allottee shall pay Transfer Fees as per bylaws.

c. Declaration cum Indemnity Bond to be obtained from transferee ensuring that all terms and conditions, otherwise binding to the Allottee shall also be binding to the transferee.

(i) It is hereby agreed that the Allottee shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate and/or on the exterior side of the development to be planned and/or in the open areas of the Project Land hereto or any part of the building / Project except whatever is provided by the Promoter, without the written consent of Promoter. The size, colour and place of the Board/signage (if any) shall be decided by the Promoter. The Allottee shall not put air conditioning units (indoor and / or outdoor) except as per the system approved by the Promoter.

(j) The Allottee shall observe and perform all the rules and regulations which the Kameshwar Jyot Co-Operative Housing Society Ltd may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and

maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Housing Society regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Deed and the rules and regulation of the Kameshwar Jyot Co-Operative Housing Society Ltd.

- (k) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (l) On or before delivery of possession of the Said Unit pay to the Promoters, the Balance Allotment Consideration, proportionate share of taxes, any other charges as decided by the Promoters, the amount towards advance maintenance, share money, legal charges, society admission fee, as fixed by the Promoters and such amounts agreed upon.
- (m) Pay the applicable stamp duty, registration charges Legal/Advocate charges and other incidental

expenses payable, at the time of registration of this Allotment Deed.

(n) The Allottee shall use the said Unit or any part thereof or permit the same to be used only for purpose of Residential use and shall not use it for any other purposes(s) whatsoever.

(o) Confirm/declare that he has agreed to purchase the said Unit after due verification of all the relevant aspects and has satisfied himself in this regard. The decision to purchase the said Unit in the phase out of his own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Deed.

(p) The Allottee agrees and undertakes that the Promoters shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Unit by concerned authorities due to non-payment by the Allottee or any other Unit Allottee of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.

(q) Nothing contained in this Deed is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Project Land and the said Building or any part thereof. The Allottee hereby agree that the Allottee shall have no claim, any rights, title, interest save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the same is transferred as hereinbefore mentioned.

(r) The Allottee hereby acknowledges, the Promoter shall be entitled to sell or in any other manner transfer the un-sold units in the said Project to any Second Party on such terms and conditions as it may deem fit and such Allottee/Transferee of un-sold units shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other unit Allottees/Occupiers.

OBLIGATIONS OF ALLOTTEE WHO IS A NON-RESIDENT OF INDIA

11. The Allottee if a resident outside India shall be solely responsible to comply with the provision of the Foreign Exchange Management Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/or all other statutory provisions as laid down and notified by Government of India or concerned statutory authorities

from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.

12. For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.

13. The Promoter shall not be responsible towards any third-party making payment/remittance on behalf of the Allottee and such Second Party shall not have any right in the said Unit in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

GENERAL COVENANTS

14. It be and hereby agreed that upon receipt of the occupancy certificate or completion certificate or Building Use permission or any other certificate by whatever name called of similar nature it shall be deemed that the Promoter has complied with all such terms, conditions, stipulations and restrictions.

15. Allottee be and hereby declares and affirm that this Allotment Deed is executed after complete checking, inspection and verification of compliance made by the Promoter as regards all the requirements of the said Act and rules made thereunder. Allottee be and hereby warrants and assures that no objection of whatsoever nature shall be raised by the Allottee or any other

person acting for and on behalf of the Allottee against the Promoter or the Land Owner in respect of compliances made by the Promoter as regards all the requirements of the said Act and rules made thereunder.

- 16.** The parties to this agreement agree that the Agreement for Allotment submitted before the GUJRERA at the time of registration is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of that respective case and as mutually agreed between the parties and hence there are some modifications in this Agreement. The Parties hereby agree and acknowledge this fact and shall not raise any dispute regarding the same before any Authority(s).
- 17.** Notwithstanding anything contained anywhere, the Promoter shall not be liable to refund and the Allottee shall not be entitled to receive any amount representing the good and services tax / service tax actually paid by the Promoter to the account of the appropriate authority out of the amount received/receivable from the Allottee save and except due to amendment in the concerned act/rules.
- 18.** The Promoter shall not be responsible for payment of any maintenance or any other charges demanded by the Co-Operative Service Society for the un-sold units.
- 19.** The Allottee hereby agrees and undertakes that, if any cheque/ Demand Draft/NEFT/RTGS, etc. will be

dishonored by the bank then in such cases the Promoter shall have right to cancel this Deed and Refund the consideration paid by the Allottee upto that date without interest, and subject to liquidated damages. The Allottee of the project unconditionally agree with the said arrangement and in future will not make any dispute for the said arrangement.

20. Notwithstanding anything contained anywhere, the parties hereto shall not be precluded from the waiver of any of their rights vested by this Deed at any point in time by way of mutual consent of each other.

21. The Allottee has fully understood the calculation of Carpet area as per RERA and the said calculation is also verified through their Engineer or Consultant and in future the Allottee will not raise any dispute or query regarding the Carpet area as per RERA.

22. These clauses and conditions shall be binding on the Allottee, (in case of individual) his heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its coparceners as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, successors and assigns

and/or any Second Party having or contemplating to have in future any charge or interest on the said Unit and/or on the construction thereupon, in part and/or as a whole.

- 23.** Subject to the provisions of this Deed and except express covenants, declarations and warranties, the parties agree that no failure or delay by any of the parties in exercising any right or remedy provided by the Act or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of its or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

STRUCTURAL DEFECT LIABILITY

- 24.** If within a period of five years from the date of issuance of the notice for taking possession of the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in of any structural defect or defects on account of

workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

GENERAL REPRESENTATION AND WARRANTIES

25. Each Party represents and warrants to the other that:

- (a) it has power to execute, deliver and perform its obligations under this Deed and all necessary corporate, shareholder and/or any other required sanction, if applicable, have been taken to authorize such execution, delivery and performance;
- (b) this deed constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- (c) the execution, delivery and performance of its obligations under this Deed does not and will not:
- (d) contravene any law, regulation or order of any Government or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
- (e) conflict with or result in any breach or default under any Deed, instrument, regulation, license or authorization binding upon it or any of its assets.

PROVISIONS OF THIS DEED APPLICABLE TO ALLOTTEE/ SUBSEQUENT TRANSFEREES

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

SEVERABILITY

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

FURTHER ASSURANCES

28. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed or of any transaction contemplated herein

or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

PLACE OF EXECUTION

29. The execution of this Deed shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, and the Allottee and the Deed is registered at the office of the Sub-Registrar. Promoter shall present this Deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

JOINT ALLOTTEES

30. In case of Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first in clause and at the Notified Address of the Allottee / Notified Email ID of the Allottee which shall for all intents and purposes to consider as properly served on all the Allottees.

STAMP DUTY AND REGISTRATION

31. Notwithstanding anything contained anywhere and for sake of clarity it is provided that the charges towards stamp duty, Registration of this Allotment Deed, including incidental charges relating to execution and registration thereof shall be borne by the Allottee.

DISPUTE RESOLUTION

32. In case the Parties are unable to settle their disputes amicably within 30(thirty) days of intimation of dispute by either Party, the Parties shall at the first instance, if permitted under applicable laws, have the option to settle through arbitration in accordance to the procedure laid down under the applicable laws. The costs towards the same shall be shared equally by the Parties. The award/ verdict/ order etc. passed therein shall be final and binding on the Parties to the reference.

In case of failure to settle the dispute through Arbitration, the same shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

GOVERNING LAW

33. That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Ahmedabad will have the jurisdiction for this Deed.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Allotment Deed at AHMEDABAD in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
The Land Owner/ First Party:
[A]Kameshwar Jyot Co-Operative Housing Society Ltd.
Chairman of the Society

(Authorised Signatory)

Secretary of the Society

[B][1] Sudhirbhai Parsottambhai

[2] Bharatbhai Parsottambhai

[3] Sureshbhai Parsottambhai

[4] Ashokbhai Parsottambhai

WITNESSES

1. Name
Signature

2. Name
Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/Second Party: (including joint buyers)

1.

2.

At on in the presence of the
WITNESSES:

1. Name
Signature

2. Name
Signature

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter/ Third Party:**

Through their director(s)
[1] Shri

(Authorised Signatory)

WITNESSES

1. Name
Signature

2. Name
Signature

SCHEDULE A

Description of Project Land

All that piece and parcel of that Non-Agricultural land admeasuring 1501 sq. mts. of Final Plot No.292 [paiki] of Town Planning Scheme No.21 situate, lying and being at Mouje Paldi, Taluka Sabarmati in the Registration District of Ahmedabad and Sub- District of Ahmedabad-4 [Paldi]

Bounded as follows:

East :

West :

North :

South :

SCHEDULE B

Description of Unit

Unit No. situated on floor ____ of ____ Block of the said Project having a Carpet area of____ square feet, equal to ____square meters; balcony area of ____ square feet equal to ____ square meter, wash area of ____ square feet equal to ____square meter along with proportionate usage rights in common areas of the said project namely passage, foyer, stairs, lifts, etc. and undivided proportionate area of Project Land admeasuring ____square feet equal to____ square meters and bounded as follows:

East :

West :

North :

South :

SCHEDULE C

Layout of the Project

SCHEDULE D

(Authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee as approved by the concerned local authority)

SCHEDULE E

(Common amenities for the Project)

- **FLOORING-**

24" x 24" Vitrified Tiles in All Area.

- **KITCHEN-**

Granite Platform with S.S. Sink, DP Kota Shelves in Store Room.

- **BATH ROOM-**

Lintel level designer bathroom tiles in all toilet
Bathroom fitting- Jaguar of equivalent Sanitary
Ware- cera of equivalent

- **DOOR AND WINDOWS-**

Wooden Flush door and aluminum anodized
sliding windows with stone jambs.

- **ELECTRICAL-**

Provision for Air Conditioner in bedroom and
drawing room 3 phase concealed wiring with
modular switches.

- **FINISHING-**

External sandface plaster with 100% acrylic paint
internal single coat mala plaster with white
cement base putty finishing.

- **ELEVATORS-**

Branded company automatic elevator with S.S.
Cabin.

- **SECURITY- INTERCOM PHONE**

Annexure A

Details of Payment

Total Allotment Consideration

Annexure B

Authenticated copy of the Registration Certificate of the
Project granted by the Real Estate Regulatory Authority

