

ALLOTMENT DEED

THIS INDENTURE OF ALLOTMENT made at Ahmedabad this ____ day of March Two Thousand Twenty BETWEEN PUSHPA COMMERCIAL AND HOUSING CO-OPERATIVE SOCIETY LIMITED, (PAN: AAATP7994E), a Society registered under the Gujarat Co-operative Societies Act, under No. GH-19797, on 12th October, 2000, Address: Ahmedabad City Mall, Opp. Arya Samaj Mandir, Raipur-Kankaria Road, Raipur, Ahmedabad, Gujarat, India hereinafter called “THE SOCIETY” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors) of the First Part, JAS INFRACON LLP, (PAN: AAJFJ4470G), a Limited Liability Partnership formed and registered under the law relating to Limited Liability Partnerships, having LLP Identity No. AAB-5420, Address: Ahmedabad City Mall, Opp. Arya Samaj Mandir, Raipur – Kankaria Road, Raipur, Ahmedabad, Gujarat, India hereinafter called “THE DEVELOPER” or “THE PROMOTER” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Second Part AND

Mr./Mrs./M/s. _____, Aged about _____
years, and having I.T PAN No. – _____ residing at

_____ respectively hereinafter called “THE MEMBER” (which
expression shall, unless it be repugnant to the context or meaning thereof,
be deemed to include his heirs, legal representatives, executors and
successors) of the Third Part.

A. WHEREAS

1. PUSHPA COMMERCIAL AND HOUSING CO-OPERATIVE SOCIETY LIMITED, (Registration No. GH-19797, on 12th October, 2000), is seized and possessed of or otherwise well and sufficiently entitled to lands situate, lying and being at Rajpur-Hirpur (Sim), Taluka Maninagar, in the District of Ahmedabad and Registration Sub-District of Ahmedabad -7 (Odhav), bearing Final Plot No. 21, admeasuring about 26385 Sq. Mtrs., Final Plot No. 22/part, admeasuring 256 Sq. Mtrs., and Final Plot No. 27/part, admeasuring 10085.80 Sq. Mtrs., in all admeasuring about 36726 Sq. Mts. (rounded off) of Town Planning Scheme No.18.
2. The Society has already got developed the said land as Commercial Complex by the name “10 Acres” – “The Ahmedabad City Mall” (formerly known as “Akashganga Enclave”). The various units of the scheme have already been disposed of to different persons and the said land as per then available FSI was utilized.
3. There were intervening transactions. Developer with the consent of Society has acquired rights, powers, entitlements and authorities to use, utilize and exploit further, other and additional FSI available with respect to the said entire land, also purchasable and by way of TDR that may become available from time to time and convert the same into additional construction and also purchased/agreed to purchase some of the existing premises as to redevelop/redesign/restructure the same as part of overall new and revised development and construction of the Project (Hereinafter collectively referred to as the “Development Rights”).
4. The FMNL (Future Markets Networks Limited) has granted Development Rights with the above object and purpose to the Developer as per Development Agreement executed Between the FMNL and Jas Infracon LLP. The SCPL (Saumay Construction Private Limited) surrendered additional FSI rights to Society thereafter the Society gave addition FSI rights to Jas Infracon LLP.

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The Society has granted Development Rights with the above object and purpose to the Developer as per Development Agreement, dated 13th May, 2016 made between the Society of the One Part and Developer of the Other Part, registered with the office of the said Sub Registrar, under Sr. No. 4202, on the terms and conditions contained therein. The area of the land therein is given only to co-relate land to the available additional FSI and additional construction that may become available.

B. AND WHEREAS

1. The Developer has prepared plans, specifications, designs and detailed drawings by way of new and revised plans of the Project by way of additions and alterations, known or described as “City Centre-2” (Hereinafter referred to as the “Project” or “Scheme”) in and to the existing complex sanctioned by the Ahmedabad Municipal Corporation (AMC) as per Raja Chitty, dated 20th January, 2016, bearing No. 5255/250214/A1380/R1/M1 and 5256/250214/A1381/R1/M1 and Revised Raja Chitty, dated 4th April, 2019, bearing No. 10737/250214/A1380/R2/M1 and 10738/250214/A1381/R2/M1 (Hereinafter referred to as the “Development Plans” or “Sanctioned Plans”). The expression “Development Plans” and “Sanctioned Plans” shall mean and include all and every alterations, modifications that may be made therein by the Developer from time to time during the progress of the work and implementation of the Project and thereafter. The Development Plans have been prepared by the Architect M/s. Divyesh Desai Address: Shiromani Complex, Nehrunagar, Ahmedabad.
2. The Project has been registered under the provision of the Real Estate (Regulations and Development) Act, 2016 with the Real Estate Regulatory Authority at Gandhinagar, No. PR/AHMEDABAD/AHMEDABADCITY/AHMEDABADTPO/17 0730/000694.

C. AND WHEREAS

1. The Prospective Acquirer herein desired to acquire and for the purpose to reserve for him/her/it the Commercial Premises in the Project, being Shop or Office No. _____, on the _____ Floor, as per Scheme Plan in Block No. ____ (as per approved plan by AMC in Block No. _____), admeasuring about _____Sq.ft. equivalent to _____ Sq.mts. of Carpet Area as per definition of Carpet Area of RERA act, more particularly described in the Schedule hereunder written (Hereinafter referred to as the “Said Unit”), in the manner and for the price – consideration –

contribution for the Said Unit, of Rs. _____/- (Rupees _____Only), and on the other terms and conditions as per scheme.

2. The Developer has constructed, erected and put up Project. The construction of the Said Unit is complete and Said Unit is granted Building Use Permission by Ahmedabad Municipal Corporation (AMC), dated 17/07/2019 as below.

Block No.	B.U.Permission No.	Case No.
D+I+G	BU/CZ/200419/0042	BLATI/CZ/250214/GDR/A1380/R2/M1
E+F	BU/CZ/200419/0043	BLATI/CZ/250214/GDR/A1381/R2/M1

3. The Member accepts, confirms and records that he/she/it has been given all documents, details, particulars, as are specified under the said RERA Act and the rules and regulations made thereunder, and the Member is satisfied in respect of the same. The Member further agrees and confirms that the Developer to his/her/their satisfaction carried out all functions, duties and obligations imposed upon the Developer as Promoter under the said RERA Act, rules, regulations and guide-lines framed / issued thereunder and the Member has no complaint or grievance or objection of any nature whatsoever in respect of the same.
4. Said Unit is part of the new and revised Project more particularly new development and construction of the Project.

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D. AND WHEREAS

1. The Society as recommended and joined by Developer has agreed to confirm and allot the Said Unit unto the Member by executing Indenture of Allotment, being these presents.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:-

1. IN CONSIDERATION of the premises aforesaid and IN FURTHER CONSIDERATION of the Member paid and contributed as aforesaid the sum of Rs. _____/- (Rupees _____Only) for or towards allotment of the Said Unit to the Developer, and confirmed and acknowledged by the Society (payment and receipt whereof, the Developer and Society do and each of them doth hereby admit and acknowledge and of and from every part thereof for ever acquit, release and discharge the Member) and IN FURTHER CONSIDERATION OF the Developer recommended to the Society for allotment of the Said Unit by Society to the Member, the Society and the Developer

hereby give, grant and allot to the Member, subject to other provisions herein the Said Unit, more particularly described in the Schedule hereunder written TOGETHER WITH other common interests and benefits of the Complex and usually to be held, used, occupied, and enjoyed therewith or reputed or known as part or member thereof and to belong or be appurtenant thereto.

2. The Member TO HAVE AND TO HOLD all and singular the Said Unit hereby given, granted and allotted and intended or expressed so to be with their and every of their rights, members and appurtenances UNTO AND TO THE USE and benefit of the Member SUBJECT to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Ahmedabad Municipal Corporation, Gram Panchayat, State of Gujarat or any other public body in respect thereof and SUBJECT TO other conditions in Annexure "A" hereto and SUBJECT TO rules and regulations of the Society as may be in force from time to time, and to be observed and performed by the Member.
3. The Society and Developer hereby for themselves, their executors, administrators and assigns covenant with the Member THAT notwithstanding any act, deed, matter or thing whatsoever by the Society or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, THEY, the Society and the Developer now have in themselves good right, full power and absolute authority to give, grant and allot the Said Unit hereby granted and allotted unto and to the use of the Member.
4. It shall be lawful for the Member from time to time and at all times subject to aforesaid hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the Said Unit and receive the issues and profits thereof and of every part thereof to and for their own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Society or the Developer or by any person or persons lawfully or equitably claiming by, from, under or in trust for them.
5. The Society agrees at the request and cost of the Member do and execute all such further and other lawful and reasonable acts, deeds, things and matters, for better, further and more perfectly giving, granting and allotting the Said Unit unto and to the use of the Member as shall or may be reasonably required by the Member.
6. The Member has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Society and Developer as follows:-

- a) The Said Unit is given, granted and allotted subject to the followings.
- i) The Member shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations, decisions, resolutions of the Society, past, present or future, as regards general administration and management of its affairs and matters, including affairs and matters relating to common amenities, facilities, services, infrastructures and conveniences of the said Project.
 - ii) The Society is an association of allottees of the Units in the Project to be formed as envisaged under section 11 (4) (e) of the said RERA Act for the objects and purposes and rights and duties of and under the other applicable provisions of the said RERA Act, rules, regulations and guidelines framed / issued thereunder. The Society at all time and as the nature and circumstances may require from time to time, and when assigned agrees to undertake, carry-out and perform its duties and obligations and exercise rights, powers and authorities in accordance with the provisions of the said RERA Act rules, regulations and guidelines framed / issued thereunder and under the provisions of these presents.
 - iii) The Society shall unless context otherwise requires shall have the meaning rights and duties assigned to association of allottees under the said RERA Act.
 - iv) Conditions, restrictions, provisions, stipulations and covenants contained in Annexure "A" hereto and on the part of the Member to be observed and performed and the same shall be covenants running with the Said Unit.
 - v) In general without prejudice to the rights, interests, benefits, advantages and privileges of the Developer in respect of the Project and their powers and authorities for disposal of the other units of the Project to various other prospective acquirers and rights of and under the said Development Agreement.
 - vi) Any transfer or assignment inter-vivous or by operation of law or any disposal in any manner whatsoever, of allotment rights under these presents of the Member or transmission thereof on account of

inheritance or succession shall always take effect alongwith the transfer of shares and membership of the Society of the Member herein. The rights, interests, benefits, privileges and advantages and the manner, use, occupation and enjoyment thereof by the Member, of the Said Unit shall at all times be as per common interest, governed, controlled, managed, administered and monitored by the Society from time to time.

- vii) If any provision of this Conveyance shall be determined to be void or unenforceable under the applicable laws, such provisions of this Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance and to the extent necessary to conform to the applicable laws as the case may be, and the remaining provisions of this Conveyance shall remain valid and enforceable as applicable at the time of execution of this Conveyance.

7. The Said Land does not fall under the Disturbed Area. Hence, provisions of Gujarat Prohibition of Transfer of Immoveable Property & Provision for Tenants from Eviction from Premises in Disturbed Areas Act, 1991, do not apply to the same.
8. All stamp duty and registration charges (present or future), legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Member.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

-: THE SCHEDULE ABOVE REFERRED TO :-

ALL THAT Shop or Office No. _____, on the _____ Floor, as per Scheme Plan in Block No. ____ (as per approved plan by AMC in Block No. ____), admeasuring about _____ Sq.ft. equivalent to _____ Sq.mts. of Carpet Area as per definition of Carpet Area of RERA Act, Together with variable, indivisible, impartible and undivided share in the Said Land in the Project known as “City Centre - 2” on the land situate lying and being at Rajpur-Hirpur (Sim), Taluka Maninagar, in the District of Ahmedabad and Registration Sub-District of Ahmedabad -7 (Odhav), of Final Plot No. 21, Final Plot No. 22/part, and Final Plot No. 27/part, of Town Planning Scheme No.18 The Said Unit bounded as under, that is say on or towards:

North by :- _____
South by :- _____
East by :- _____
West by :- _____

SIGNED, SEALED & DELIVERED)
BY THE WITHINNAMED:)
PUSHPA COMMERCIAL AND)
HOUSING CO-OPERATIVE)
SOCIETY LIMITED)
Through its Secretary)
Mr. Rajnikant G. Sharma)

SIGNED, SEALED & DELIVERED)
BY THE WITHINNAMED:)
JAS INFRA CON LLP,)
Through its Authorized Signatory)
Mr. Kamleshkumar M. Kothari)

In the presence of :)

In the presence of :)

R E C E I P T

RECEIVED of and from the Member by the Developer herein the sum of Rs. _____/- (Rupees_____ Only) as per particulars below, being the price – consideration as stated above and confirmed and accepted by Society as contribution of Member into Society towards allotment of the Said Unit.

Amount in Rs.	Cheque No.	Date of cheque	Name of Bank
/-	Total		

WE SAY RECEIVED

DEVELOPER

CONFIRMED BY
SOCIETY

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21
OF REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY
Shop or Office Unit No. _____, _____ Floor, “City Centre 2”, Opp.
Arya Samaj Mandir, Raipur- Kankaria Road, Raipur, Ahmedabad

Shop or Office Unit No. _____, _____ Floor, "City Centre 2", Opp.
Arya Samaj Mandir, Raipur- Kankaria Road, Raipur, Ahmedabad

SOCIETY DEVELOPER MEMBER
SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.

SOCIETY AFORESAID

PUSHPA COMMERCIAL AND HOUSING
CO-OPERATIVE SOCIETY LIMITED
Through its Secretary Mr. Rajnikant G. Sharma

DEVELOPER AFORESAID

JAS INFRACON LLP,
Through its Authorized Signatory
Mr. Kamleshkumar M. Kothari

MEMBER AFORESAID

ANNEXURE - "A"

Re: IN THE MATTER OF Commercial Complex known as “City Centre 2”, on the land situate, lying and being at Rajpur-Hirpur (Sim), Taluka Maninagar, in the District of Ahmedabad and Registration Sub-District of Ahmedabad -7 (Odhav), part of Final Plot No. 21, Final Plot No. 22/part, and Final Plot No. 27/part, of Town Planning Scheme No.18.

CONDITIONS, RESTRICTIONS, PROHIBITIONS, STIPULATIONS AND COVENANTS RUNNING WITH THE SAID UNIT.

1. The auntecnicate copy of Certificate and Report of Title issued by Bharatbhai K. Suthar dated 06/01/2020 with authenticated copies of Village Form 6,7,12 and 8A showing the nature of Title of Society on which Project stands have been given and inspected by the Member, and the Member is satisfied in respect of thereof. The Member has understood the nature of Title, other matters relating to the Land contained therein, and legal implications thereof.
2. a) The Member has been given the Said Unit only. The Developer has made aware the Member that they are proposing to dispose off the other premises in the Project to different other persons. The Developer shall have right to dispose off these other premises in such manner and on such terms and conditions as the Developer may deem fit.

b) The construction of the said Complex is complete. The possession of the Said Unit by or under this Indenture of Allotment has been handed over to the Member.
3. a) The expression "Said Unit" given to the Member herein shall be read, understood, interpreted and implemented with the spirit and intention the covered useable space thereof for their use, occupation and enjoyment, and to carry out thereat, therein and therefrom commercial and other business activities, subject to other provisions herein.

b) Any part of the Project interior or exterior, margin land, open areas, open spaces, walls, compound walls, parapet walls, terraces, lift well, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. by any person for hire,

reward or for any other consideration and manner as Developer / Society may deem fit.

4. a) The Member has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used and for the plans, specifications and designs of the Complex and the Said Unit.
- b) If within a period of five years from the date of handing over of the said Unit to the Member, the Member brings to the notice of the Developer any structural defect in the Unit or the building in which the Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Member shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act. Provided that the Developer shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Developer or beyond the control of the Developer, and which is the result of improper use, not proper maintenance, protection and care by the Member.
5. The Member has been given full, free and complete inspection and particulars of the relevant documents with respect to the Said Land and Said Project. The Member has also been given all other details and explanations requested by them.
6. The Member shall be responsible and liable to bear and pay, at actuals, all Municipal Taxes, cesses, dues and impositions of every description of the Ahmedabad Municipal Corporation, Gram Panchayat, of the State and/or Central Government and/or any other public bodies and authorities, which exclusively relate to or pertain to the Said Unit.
7. The Member shall not change, or make any holes or openings, or draw or lay any wires, cables, pipes through, or in any other manner damage, the columns, beams, slabs or RCC part or walls or other structural members of the Said Unit or any part of the Complex.
8. The Member shall not store in the Said Unit or bring in the Said Complex any goods which are hazardous, combustible or with strong smell or excessively heavy so as to affect or damage the construction or structure of the building, and shall not carry or cause to be carried heavy packages to the Said Unit which are likely to damage the lifts, staircase, common passages, other spaces or any other structure or parts of the Complex, its amenities, facilities and services.

9. The Member shall maintain at his/her/its cost the Said Unit in the same good condition, state and order in which it was delivered to him and shall abide by the Rules and Regulations of the Government, AUDA, AMC, Nagar Panchayat, District Panchayat and Torrent Power Ltd., Town Planning Authority, local bodies and other authorities and Society and shall attend, answer and be responsible for all his/her/its actions.
10. It is hereby agreed that the Member shall not put any notice/sign board on the Said Unit or any part of the Project without the written consent of the Developer/Society. The place, colour and size of the name board shall be decided by the Developer/Society.
11. The Member hereby covenants to keep the Said Unit, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the building other than the Said Unit.
12. a) The Member shall not use the Said Unit or permit the same to be used for any purposes whatsoever other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other Units nor for any illegal or immoral purposes or for the purposes prohibited by law.

b) The Member will not use or permit to be used the Said Unit or any part thereof for commercial or business purposes, like hotel, guest house, café, restaurant, eatery, dairy, hostel, club, gymkhana, nursing home, hospital, as consulting room of medical professional, surgical home, doctor's clinic, gymnasium, video game parlor, pan parlor, manufacturing any items, tuition and coaching classes, garage, services and repair of vehicles, repair workshop, storehouse for commercial/ hazardous goods, any business which require machines, office of the trade union or political parties.
13. The Member shall not at any time demolish or cause to be demolished the Said Unit or any part thereof. The Member shall not make any alterations in the elevations and outside colour scheme of the Said Unit to be purchased by him. The Member will be required to pay such amount as may be fixed by the Developer by way of Security Deposit to secure due observance thereof.
14. If any additions or alterations in or about or relating to the building of which the Said Unit forms a part of are thereafter required to be carried out by the Government, District Panchayat, AUDA / AMC or any statutory authority, the same shall be carried out by the holders of the units / Society in the building/s at their own cost and consequences and the Developer shall not be in any manner liable or responsible for the same.

15. The Member shall insure and keep insured the Said Unit against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof, with nationalized insurance company of repute having office at Ahmedabad, and in the event of the Said Unit being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Unit as soon as reasonable, practical and required.
16. The Member shall not do or permit to be done any act or things which may render void or voidable any insurance of any premises/units in the building or any part of the building or cause any increased premium payable in respect thereof.
17. The Member shall not change the outside elevation or colour scheme and shall not decorate the exterior of his/her/its Said Unit other than in the manner in which the same was previously decorated.
18. The Member shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Unit or for the purpose of repair of any part of the building or other Units or in the compound or any portion of the building/project.
19. It has been agreed that the Member shall not be entitled for any separate estimate of land contribution, construction contribution or any other separate detailed particulars of the amount paid as price – consideration – contribution. However, the Developer for its purpose may account for the same under such different heads of the Project and matters thereof as it may deem proper.
20. The Developer / Society shall, in respect of any amount remaining unpaid by the Member under the terms and conditions hereof, have a first lien and charge on the Said Unit.
21. a) The Member shall pay to the Society by way of Common Maintenance Fees for the initial period of one year to commence from the date of Building use Permission. This Maintenance amount will be utilised to meet with/pay for the common electricity bills, water bills, staff salaries, repair, replacement, addition, modifications, renovation, administration, management, etc. of common amenities, facilities, services and infrastructure of the Project. The Maintenance amounts for other units in the Project will be payable similarly. If the Maintenance amounts are found to be insufficient, the Member may be required to pay an additional amount as may be sufficient, in the opinion of Developer / Society, to make good the deficit in such expenses. The

decision of the Developer / Society in all matters herein shall be final and binding upon the Member.

- b) In addition to aforesaid, Common Maintenance Fund has been planned to be generated from the Members of the units in the Project and the income thereof will be utilized to meet the expenses of maintenance, repair, etc. of the common amenities, facilities, services, conveniences, utilities and common infrastructure of the scheme, and the same has been paid by the Member as may be fix by the Developer or Society.
- c) If the Developer / Society shall make any other arrangement for the matters referred to in sub clause (a) hereinabove, including to attend the same through Estate Management Agency (Hereinafter referred to as “EMA”) or otherwise, the same shall be binding upon the Member, and the Member shall be obliged to attend, observe, perform, comply and carry out in accordance therewith.
- d) The said Project is conceptualized, designed and is implemented by the Developer. Under these circumstances, the over-all ownership, control, administration and management of the Project and its common areas and spaces, common infrastructure, amenities, facilities, services, conveniences and utilities to include described above (hereinafter referred to as Assets of Common Use) will remain with the Developer, and thereafter the Society. The Developer has emphasized and the Member has accepted that the Project has unique and special features, and beauty and pleasure and enjoyment of the Project and its Units is in the proper management and maintenance and running of its Assets of Common Use.
 - i) The affairs, matters and things as regards the Society, relating to the Project and Assets of Common Use and to manage, maintain, control, regulate, monitor, look after, renovate, upgrade, etc., the Assets of Common Use may, at its sole option may be attended by the Developer, by offering its services, through a group concern for such period and in such manner as it may fix before handing over possession.
 - ii) The Developer may attend the aforesaid by itself or through an agency on such terms and conditions that may be finalized by the Developer in the interest of the Assets of Common Use and the Society and members.
 - iii) The Developer may manage the matters and things relating to the Assets of Common Use either directly or through the Society, and in doing so may directly appoint employees on its payroll or on the payroll of the Society or appoint agencies to provide various services concerning the same.

The Developer may appoint an Estate Manager and other supporting staff for day to day management of the Project and its Assets of Common Use on the payroll of Society or otherwise.

- iv) Common Maintenance Expenses and Common Maintenance Deposit to be handled, managed, parked / invested, used, utilized, etc. in the hands of or through Society, by the Developer in the interest of the Society and Assets of Common Use.
- v) The Developer may hire professional managers and/or management agency for supervision and management of the Assets of Common Use. Direct or pro-rata charges and overheads for such services will be payable by the Society.
- vi) The Developer as agent and for and on behalf of and in the name of the Society will be entitled to attend all matters and things herein, including to attend/manage the financial transactions and the same shall be duly accounted for.
- e) All the affairs, matters and things handled and attended by the Developer herein will be at the cost, risk and consequences of the members of the Project. The Developer will maintain proper records in handling and attending the aforesaid financial and other matters and things.
- f) The Member regularly without any delay or default shall pay the Maintenance, Administrative and other Management deposits and charges fixed or that may be levied, charged or imposed by the Society and the Developer from time to time.
- g) Subject to aforesaid, the decision of the Developer in all affairs, matters and things aforesaid shall be final and binding upon the members and the Society.
- h) The Developer shall not be required to pay maintenance and other payments and related charges for un-disposed units/ premises in the scheme.
- i) Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Developer.
- j) The Developer shall not be personally liable or responsible for all and every act, deed, matter and thing done or omitted to be done by it bonafide and as a man of reasonable prudence. The Society and the Member shall indemnify and keep indemnified the Developer and all other persons under it in respect of thereof.

- k) All affairs, matters and things in respect of the aforesaid shall be duly recorded and audited by Chartered Accountant. All such accounts and records audited and certified by the Chartered Accountant shall be final, and thereafter the Developer shall not be responsible/liable towards the Society, members or Members.
22. So long as the Said Unit is not separately assessed for water rates, electricity bills, and any other outgoing amenities/facilities, the Member shall pay to the Developer such amount as may be fixed by it from time to time. After the Said Units in the Said Project are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the respective Member by the Developer. The decision of the Developer in all matters relating to the same shall be final and binding upon the Member.
23. The Member hereby agrees that in the event if any amount due to the Nagar Panchayat, the State Government, AUDA, AMC, Town Planning Authority, or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Developer relating to past, present or future, the same shall be reimbursed by the Member as may be fixed by the Developer.
24. The Member hereby agrees to pay all the amounts payable under the terms hereof as and when they become due and payable. Time in this respect being the Essence of the Contract. Further the Developer / Society is not bound to give notice requiring payment to be made, time for payment of which is specifically agreed upon herein and the failure thereof shall not be placed as an excuse for non payment of any amount or amounts on the respective due dates. Any payment required to be made by the Member under the terms hereof, and time for payment if not specifically provided, shall be paid as and when demanded by the Developer / Society.
25. If any penalty, premium or any other charges are levied by AUDA / AMC or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by the Member, if the same are concerning the Member.
26. The transaction covered herein at present may become liable to tax under any direct or indirect tax laws or similar other laws. If by reason of any amendment to the constitution or enactment or interpretation or amendment of any other law, Central or State, on account of change in legal position, this transaction is held to be liable to tax, either as a whole or in part or for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Member on demand at any time.

27. The Member agrees that in respect of any remittances, acquisition / transfer of the Said Unit, any refund, transfer of security deposit, etc. made by him / her / it, attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Member, and all concerned. The Developer accepts no responsibility in respect thereof.
28. a) The Member shall not without the written permission of the Society, let, sub-let, sell, transfer, convey, mortgage, assign, charge or in any way encumber or deal with or dispose off the Said Unit nor assign, underlet or part with his interest or the benefit of the allotment or any part thereof until the Member shall have obtained permission of the Society, and such permission may be granted as per rules and regulations of the Society.
- b) Any such approval may be granted by the society as per its rules and regulations, and upon payment of such amount as may be stipulated by the Society by way of transfer fees or otherwise, and only if there is no outstanding amount payable to the Developer / Society and EMA on any account whatsoever.
29. The Member shall have no claim with respect to any part of the Project, hollow plinth, foyer, ground level parking, basements parking, common amenities, terraces, open margin land, common open areas and spaces, lifts, lift well, staircases, lobbies, passages, common areas and spaces, common amenities, facilities, services, utilities, and other assets of common use as may be save and except the Said Unit reserved for him/her/it herein and minimum conveniences required for use, occupation and enjoyment of Said Unit.
30. The Developer shall not have any claim F.S.I., additional F.S.I. and terrace rights after Building Use Permission has been obtained, Such rights if any will be enclosed by the society of buyers.
31. The Member shall indemnify and keep indemnified the Developer, Society and the other purchasers / members, their estate and effect against the payments and observance and performance of all the covenants and conditions on his part herein and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Member as mentioned herein.
32. The Member shall permit the Developer / Society and their surveyors and agents with or without workmen and others at all

reasonable times to enter into and upon the Said Unit or any part thereof to view and examine the state and condition thereof and the Member shall make good any defects found within ten days of the giving of such notice in writing by the Developer / Society to the Member.

33. The Member shall permit the Developer / Society and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said Unit or any part of the building and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, water and drainage pipes, cables, water covers, gutters, wires, or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas, water pipes and electric wires, cables for internet/TV and for similar or other purposes.
34. Any delay by the Developer / Society in enforcing the terms of this Agreement or any forbearance or giving time to the Member shall not be considered as a waiver on the part of the Developer to the Member nor shall the same in any manner prejudice the remedies of the Developer.
35. If the Member neglects, omits or fails for any reason whatsoever to pay to the Developer / Society any part of the amounts due and payable by the Member under the terms hereof, or if the Member shall in any other way fails to perform or observe any of the covenants and stipulations herein contained, the Developer / Society shall be entitled to re-enter upon and resume possession of the Said Unit and everything whatsoever therein and in such event this Allotment shall cease and stand terminated. The Member herein agrees that on the Society's re-entry on the Said Unit as aforesaid, all the right(s), title and interest(s) of the Member in the Said Unit and under this Allotment shall cease and that the Member shall also be liable for immediate ejectment/eviction as trespasser, subject to and in the manner as stated above.
36. The scheme shall always be known as "City Centre 2" and this name shall not be changed without the express written permission of the Developer. However, the Developer may change the name of the scheme at any time or give different names / sub names to its different parts / sectors / building.
37. The Member shall at no time demand partition of his/her/its interest in the building or the project or the Land. It being agreed and declared by the Member that his/her/its interest as stated above is impartible.

38. The Member specifically covenants with the Developer as follows:-

- a) The Developer shall have full power and absolute authority to dispose of any other Said Units, and the same shall be binding upon the Member, and the Member shall not have any power or authority to dispute, challenge or take objection for the same.
- b) The Member shall obtain receipts for all the amounts that may be paid under the agreement to the Developer / Society. No claim for any payment shall be valid, save and except in respect of which the Member has obtained such receipts.
- c) The scope of work and services given by the Developer is for the completion of work of construction and development of the Said Unit and implementation of the Project actually at site. The Developer will take all steps and put in all efforts, and give all technical support to obtain necessary permissions, approvals, etc., or as regards any matter or thing relating to the Project. However, the Developer shall not be responsible for any delay in obtaining / granting of any such permission, approval, etc. by the concerned authority for the reasons not attributable to it, and the Member shall not withhold any payment on account thereof.
- d) The Member shall be bound by such rules and regulations as may be framed by the Developer and/or Society in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement, etc. of common amenities, common areas, facilities, services, conveniences and infrastructure of the Project.
- e) The Developer may, at its discretion, provide security, telephone cable, multipurpose cable, TV channels, CCTV, internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be made available to the Members in the scheme. These facilities may be provided through any outside agency under contract with the developer/ society on such terms and conditions as may be finalised by the Developer with them. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Member and other members in the scheme. The Member may use such facilities as per rates - price - consideration and terms and conditions as may be fixed.
- f) The Developer shall not have any claim over F.S.I., additional F.S.I and Terrace rights after Building Use

Permission has been obtain. Such rights if any will be enclosed by Society of Members.

- g) The Member of the Said Unit will not use or permit to be used the common passages, foyer, stairs, staircases, or any other open areas, spaces, margin lands, etc. of the Commercial Complex for waiting, storage or keeping any shoes rack, any other articles or things, organizing parties/functions or in any other manner.
- h) Notwithstanding other provisions contained herein, any arrangement that may be worked out by the Developer / Society for or in the matter of management, maintenance, etc. of the Assets of Common Use of the Project, to hold and use Common Maintenance Fund, the rules and regulations regarding use, occupation and enjoyment of the Assets of Common Use, and other matters and things of common interest shall be binding upon the Member herein and other allottees of the Said Units in the Scheme.
- i) i) In case the Member is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Member will be through the First of such joint Member, and shall not be independent or separate.
- ii) All consents, confirmations etc. if and when required of the joint Member, the same shall be deemed to have been sufficiently given and received from the first of such joint Member. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint Member shall be required.
- iii) Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Member. All notices, communications etc. may be addressed by the Developer to the first of such joint Member.
- iv) The Member inter se shall not be entitled to subdivide the Said Unit, the intent being the Said Unit shall stand in the names of the joint Member as one single Said Unit.

Without prejudice to other rights and remedies of the Developer / Society under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Member shall indemnify and keep the Developer / Society, its members / employees, agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions on his part

herein and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Member as mentioned herein.

- j) The said price – consideration – contribution paid by the Member as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses present and future in respect of these presents and in respect of any further or other documents that may be made and executed or required to be made and executed or called upon to be made and executed; all taxes and charges of every description whatsoever relating to past, present or future levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation revised NA charges, service tax, sales tax, GST, labour welfare, value added tax, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Member. They will be paid immediately upon demand made by the Developer / Society. The amount as may be fixed proportionately by the Developer for or towards the same shall be final, conclusive and binding upon the Member.
 - k) Any work of interior decoration, furniture or design will be done only under intimation to the Society / Developer with prior permission. Such permission will be granted with such restrictions as may be imposed as stated in general rules of the Scheme given in Annexure “B” hereto.
39. a) The Developer has prepared layout plan for car parking spaces (covered and in open) in the compound, in the margins, under the building in the hollow plinth and basement. Such parking space shall not be used for any purpose other than parking of private and personal vehicles. Rules, regulations, and discipline as regards reservation, distribution, maintenance, payment of charges – amounts – security deposit, use and matters and things relating to parkings by member/s / Units holder/s will be decided by the Society in consultation with Developer and the same shall be binding upon the Member herein and other member / Members in the Scheme. However, discipline and use of reserved parking facility to members will be as per general rules of Scheme given in Annexure “B” hereto, and as may be amended or modified from time to time.
- b) Assets of Common Use shall be used with due care, caution, and each facility for the purpose for which it is meant and without

causing any loss or damage to the same and without causing any nuisance or annoyance to others.

40. The Developer has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.
41. It has been agreed that if any changes, modifications or alterations are effected by the Developer / Society in the Project in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Member, such changes or modifications or alterations shall be binding upon the Member . The Member shall not be entitled to object, dispute or challenge the same, and Member hereby give his irrevocable consent for the same, and to that extent the terms and conditions, rights and obligations of the Member under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially affect the right of the Member with respect to the Said Unit.
42. The Member has specifically agreed and undertaken as follows:-
 - a) The Member has required eligibility to become member and share holder of the Society as per bye-laws, rules and regulations and resolutions of the Society, and shall be required to become member and share holder of the Society, and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines, resolutions, etc. of the original society and the Society herein.
 - b) The Said Unit will be held by the Member as member and share holder of the Society.
 - c) i) The Project will finally be handed over to the Society upon the same is fully and finally executed, all Units thereof have been sold and disposed of and all the amounts and revenues to be recovered from Project by Developer and agencies claiming under it are fully and finally recovered.
ii) All administration, affairs, matters and things regarding use, utilization, enjoyment, distribution, sharing, payments, etc. of the Assets of Common Use by and between the members, one or more of them, general or specific, with full interest or limited interest, in part or full, with or without payment of charges, etc. will be decided and will be governed according

to rules, regulations, decisions, policies, guidelines and resolutions of the Society / Developer / EMA. The broad general rules of Scheme at Annexure “B” hereto shall be binding upon members and may be modified, added, omitted or altered from time to time by Society / Developer / EMA.

43. In case of any disagreement between the Developer and the Member as regards any matters provided or not provided herein, the decision of the Developer shall be final and binding upon the Member.
44. The Said Unit shall be used, occupied and enjoyed by the Member as one unit and the Member shall not without the permission of Developer / Society divide or sub-divide the same for use as more than one unit. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Said Unit shall not be changed, altered in colour, size or location. No new or other door, window or opening shall be made other than as proposed.
45. SEVERABILITY
If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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 Deed.
46. The Member hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
47. The Member hereby declares that he/she/it has been given copies of papers, permissions, writings, plans etc. and has read, understood, accepted and agreed to each and every term of this Agreement before execution.
48. The Member, as the context may require, shall also include their representatives, occupiers, visitors, authorised person, successors, assigns and all and every other person or persons to claim under him/her/it/them.
49. The expression “Society” / “Developer” shall also mean and include any person authorised or nominated by it or its assignee or transferee.

50. The Member hereby declare that he / she / they / it has / have read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.

ANNEXURE “B”

GENERAL RULES OF THE SCHEME

1. The common amenities, facilities and services may be revised, up-graded, renovated, added, omitted, etc. (Hereinafter referred to as the “Assets of Common Use”).
2. Assets of Common Use will be allowed to be used by the members. The same may be allowed to be used by their guest or tenant as per such rules and regulations as may be framed from time to time.
3. The Assets of Common Use shall be used with due care and caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to the others.
4. The members shall give all co-operation as the nature and circumstances may require to maintain and keep the same clean and in good proper condition.
5. Necessary provision to be made by the Society for proper safety, security and protection of the Assets of Common Use. The members shall extend all co-operation to the security staff, and shall follow instructions and rules in relation thereto. In case of disregard or disobedience, members will not be allowed any access or use to any of the Assets of Common Use.
6. Common entrance to the Project / Scheme / Buildings may be provided with security personal, and the entry and exit will be managed and controlled by security staff as the nature and circumstances may require for proper, safety, security and protection, including entry on production of ID, maintenance of visitors book, signing of register, to close the gate after late night of about 9 p.m. and to open as may be required to go out or get in, etc. on verification of proper identity. The members shall co-operate the security staff for the same. Surveillance / Camera / CCTV facility may also be provided.
7. Any work of interior decoration, furniture or design will be done only under intimation to the Society / Developer with prior permission. Such permission will be granted with such restrictions as may be imposed, like

- i) payment of security deposit as may be levied, which will be refunded without interest upon the work is carried out accordingly. Damage if any, caused in the project / building / Assets of Common Use will be deducted therefrom,
 - ii) design of the work, if involves any change in civil work to be approved,
 - iii) Lift will not be used for carrying materials,
 - iv) the work will be carried out only during the day time,
 - v) the names and details of the persons engaged in the work to be given,
 - vi) the estimated time for completion of work to be given,
 - vii) the work to be carried out in a manner without causing any nuisance, annoyance or damage to the others.
8. The members shall not make any temporary or permanent change, modification or alteration in the location, of electricity meter, internal toilets, pantry, etc. and also of specifications and infrastructure and related paraphernalia nor shall make any additions or alterations in the structure of the building, nor shall do anything which may cause damage or which may weaken the structure of the building, like slab, columns, beams, load bearing walls, etc.
10. Facility of parking will be used subject to following rules.
- a) Specific Reserved Parking Numbers to be given. RTO car registration number to be given.
 - b) This will entitle an exclusive PERSONAL right to use the reserved parking for the purpose of parking of vehicle. Such will be facility as licensee.
 - c) The ownership of the parking or no permanent interest in parking will be given. Such parking will continue to be a part of the common infrastructure and facilities of the Scheme / Society subject to Reserved Parking.
 - d) Reserved Parking will be used only for the purpose of parking vehicles and for no other purpose whatsoever.

- e) Parking space shall not be covered with chain-link or in any other manner and shall always be kept open.
- f) The reserved parking space shall be kept properly maintained and cleaned, though common maintenance of the parking area will be attended as part of common amenities, facilities and services.
- g) Drive-way of the parking shall be kept clear and free, and shall not be obstructed under any circumstances whatsoever, nor any article, material or thing shall be put thereon or thereat.
- h) This facility of Reserved Parking will be attached to Unit and is intended to go along with transfer or transmission of Unit as facility running with the units.
- i) Reserved Parking shall not be separately heritable, transferable or assignable in any manner whatsoever, except running with the units.
- j) Reserved Parking shall not be allowed to be used by any third party including any other holder of units.
- k) The Reserved Parking holder shall not erect, construct or install any type of temporary or permanent board, signage or structure or furniture for storage of any article, material or thing. Except parking of vehicle, no other material, article or thing, including relating or referring to the vehicle shall be kept or stored at parking space. To be more precise except parking of vehicle no article, matter or thing shall be kept or stored thereat.
- l) The Reserved Parking holder shall be required to give registration number of vehicles to be parked. Any change shall be notified to Society.
- m) Parking of the vehicle will be at the risk and consequences of the unit holder and Society, and the management will not be responsible for any type of loss, damage, theft, etc. of the vehicle or relating thereto.
- n) Drive-way shall be used, vehicles shall be parked, taken out, etc. without causing any damage to, hindrance, obstruction, unnecessary noise in pollution, the parking area, and without causing any damage to the person and property of the other vehicles. In general, the parking will be used with extra care and caution, so as not to cause any harm, injury or damage to

person and vehicles of the unit holders and their authorized representatives and visitors.

- o) Reserved Parking will subject to such other terms, conditions and discipline that may be imposed from time to time, including as regards payment of Security Deposit, security or maintenance or administration or management charges.
 - p) After giving of parking if it is found that the holder of the Reserved Parking has not requirement to use parking, the same under written intimation to Member may be required to be surrendered temporary or permanent as the circumstance may be and will be made available to him upon his requirement at future time. Reserved Parking, accordingly, may be given for temporary use to others.
11. Some of the units are with attached / extended / adjoining terrace for exclusive use of such unit. Such terrace will be used as per following rules.
- a) Such terrace will be kept cleaned, maintained and kept in proper order and condition, and respective holder at their cost and expenses will repair and maintain the same as may be required from time to time as aforesaid.
 - b) The terrace will be used as part of facility to the Unit for the purpose to commensurate with the use of the Unit. The same will not be used for any other purpose, including for any storage of materials, articles or things. The same will be used as open terrace attached to Unit.
 - c) The Society / Developer will have access at reasonable times, under normal circumstances after prior notice and permission, for repair and maintenance of facilities, if any, that may be passing through the terrace, also for any urgency or emergency reason like by Government, police, medical purpose, evacuation, rescue operation, etc. as may be required.
 - d) Terrace will be used as open terrace, and the Member shall not put up any temporary or permanent structure or construction, including but not limited to sheds, hoarding, LED boards, mobile towers, etc. Further, the Member shall not make any other authorized or unauthorized illegal – irregular use of terrace. The Member shall be liable and responsible for the same, and in respect of all consequences arising on account thereof.

- e) Terrace facility will stand transferred along with transfer or transmission of the Unit as facility running with the Unit.
 - f) The terrace will not be allowed to be used by any other third party or out-sider.
 - g) Terrace shall not be separately heritable, transferable, or assignable in any other manner, except running with the Unit.
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- 12. Any permitted work in the units will be carried out with good workmanship and quality under the help and advise of the professional or expert for the same using good available technology and with well proper equipments and instruments in place of old orthodox crude way of using hammer – hathodi, etc. by using drill machine, cutting machine, core cutter, etc.
 - 13. Plumbing, electrical, sanitary, etc. work shall be carried through the agencies appointed by the Developer / Society on payment of charges as may be fixed and finalized. However, no out-side agency will be allowed for the same, except for the entire whole new work and with the permission of the Developer / Society.
 - 14. No units will be given on rent except without the previous written permission of the Society / Developer. Such permission will be granted on such terms as may be filled by the Society / Developer, which may include payment of fees, charges, additional common maintenance, etc. Proper and complete details and identification of the persons to use the units shall be given, whose background will be checked, verified and satisfied by the Developer / Society.
 - 15. The Member shall not make any change in the out-side facade / elevation nor effect any change in its colour scheme nor will put any signage or print or do any other display whatsoever.
 - 16. In case of any leakage, sewage in the floor or toilet block of any office of the Commercial Complex and the same shall be repaired, replaced, etc. by the holder thereof at his own cost and expenses.
 - 17. These rules may be modified, added or altered by Society / Developer / AMA as it may decide from time to time.

DATEDTHIS DAY OF 2020

PUSHPA COMMERCIAL AND
HOUSING CO-OPERATIVE
SOCIETY LIMITED

AND

JAS INFRA CON LLP

TO

INDENTURE OF ALLOTMENT

M/S. H.DESAI & COMPANY
SOLICITORS AND ADVOCATES
226-229, Ellisbridge Shopping
Centre, Opp. M. J. Library,
AHMEDABAD-380006.
Tel. Nos. 26578598,
26578281, 26579460
File No. Bjm/Gen/4439

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