

DEED OF ALLOTMENT/SALE

THIS DEED OF ALLOTMENT/SALE executed at Ahmedabad on this ____ of _____, 2018/2019.

BY AND BETWEEN

KASHANA FLATS CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the provisions of the Gujarat Co-operative Societies Act, 1961 vide Regn. No. GH-5794 dated 07.12.1974 and having its registered office at Kashana Flats Co-op. Hsg. Soc. Ltd., B/h. Tagore Hall, Ellisbridge, Ahmedabad, Gujarat (India), hereinafter referred to as the '**Said Society**' and/or the '**Land Owner**' and/or '**Vendor**' (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Said Society, its members, shareholders, executors, administrators, successors and assigns) through its P.O.A. Holder - Narendra C. Vora and Zafarabbas I. Saiyed of the **FIRST PART**.

Permanent Account No. :

AND

AARCON DEVELOPERS, a partnership firm having its present office address at 25, Chandroday Society, Nr. Sardar Patel Stadium, Navrangpura, Ahmedabad-14 through its Authorised Partner – Narendra C. Vora, hereinafter referred to as the '**Confirming Party**' and/or '**Developer**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the 'Said Developer', its partners from time to time, their heirs, executors, administrators, successors, assigns etc.) of the **SECOND PART**.

Permanent Account No. :

AND

....., Adult, Residing at
.....,
hereinafter referred to as "the Prospective Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

Permanent Account No. :

WHEREAS

- [A]** The Vendor herein i.e. Kashana Flats Co-operative Housing Society Limited is a society registered under the provisions of the Gujarat Co-operative Societies Act, 1961 vide Regn. No. GH-5794 dated 07.12.1974 (for the sake of convenience hereinafter referred to as the 'Said Society')

The 'Said Society' is the owner of all that Residential N.A. land admeasuring in aggregate about 1067 Sq. Mtrs. comprising of (i) land admeasuring 497 Sq. Mtrs. bearing F.P. No. 886/2 of T.P. Scheme No. 3/6 & (ii) land admeasuring 570 Sq. Mtrs. bearing F.P. No. 886/3 of T.P. Scheme No. 3/6, both situated, lying and being at Mouje : Kocharab, Taluka : Sabarmati (Old Taluka : City) within the Registration Sub-District : Ahmedabad-4 (Paldi) and District : Ahmedabad (for the sake of convenience hereinafter referred to as the 'Said Land')

- [B]** That in pursuance of rights obtained by or under a Development Agreement (Regn. No. 9476 dated 26.07.2018) executed by the Society i.e. the Land Owner and its then existing 12 (twelve) members i.e. Flat Owners in favour of M/s. Aarcon Developers i.e. the Developer, M/s. AARCON DEVELOPERS i.e. the Confirming Party herein constructed a residential scheme in the name & style as 'Kashana Flats' on the 'Said Land' (hereinafter referred to as the 'Said Land' or 'Project Land') as per the plans approved and construction permission/Rajachiththi granted by Ahmedabad Municipal Corporation vide Case No. BLNTS/WZ/061118/CGDCRV/A0669/R0/M1 and Rajachiththi No. 0521/061118/A0669/R0/M1 dated 15.11.2018.

- [C]** That by or under an Agreement for Sale (Regn. No. 9476 dated 26.07.2018), the Vendor & the Confirming Party herein agreed to sell by way of allotment to the Allottee herein and the Allottee herein have agreed to purchase by way of allotment from them, all that immovable property bearing Flat No., admeasuring in aggregate about **Sq. Mtrs.** [Carpet Area as per RERA admeasuring about **Sq. Mtrs.** + Balcony, Wash & Verandah Area admeasuring in aggregate about **Sq. Mtrs.** attached thereto], situated on the **Floor** of the said "**Kashana**" scheme of the society (for the sake of convenience hereinafter referred to as the 'Said Property') for the price or consideration and upon the terms, conditions, covenants stipulated therein.

- [D] Upon the completion of Construction work of the said 'Kashana Flats' scheme, Building Use Permission has been granted by Ahmedabad Municipal Corporation on Dt.
- [E] The Allottee has paid the full & final agreed sale consideration of the 'Said Property' to the Vendor/Confirming Party and requested them to execute a Deed of Allotment/Sale of the said property in his/her favour, which the Vendor & the Confirming Party have agreed to do in the manner hereinafter mentioned.

NOW THIS DEED OF ALLOTMENT/SALE WITNESSETH THAT :-

- [1] In consideration of the Agreement for Sale executed by & between the parties hereto and in consideration of the total sum or consideration of Rs..... (Rupees Only), being the full & final sale consideration paid by the Allottee to the Vendor/Confirming Party as per the details mentioned hereunder;

Amount (Rs.)	Date	Chq./DD No.	Name of Bank

(the Vendor & the Confirming Party do hereby admit and acknowledge the receipt thereof and of and from the same and every part thereof do hereby acquit, release and discharge the Allottee forever), the Vendor & the Confirming Party do hereby grant, allot, sell, assign, release, convey, transfer and assure unto the Allottee for ever ALL THAT immovable property (more particularly described in the schedule hereunder written and referred to as the 'Said property' or the 'Said Premises') togetherwith all the deeds, documents, writings, vouchers and other rights, title relating to said property or any part thereof AND ALL the estate, right, title, interest, use inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Vendor/Confirming Party in, to or upon the said property or any part thereof TO HAVE AND TO HOLD the said property or any part thereof hereto granted, allotted, sold, conveyed, released and assured or intended so to be with their and

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every of their rights, titles and appurtenances UNTO and to the use and benefit of the Allottee for ever as a member & shareholder of the 'Said Society' subject to the payment of rates, taxes, assessments, dues and duties now chargeable upon the same and hereafter to become payable to the State/Central Government and/or local/public body or bodies.

AND the Vendor & the Confirming Party do hereby covenant with the Allottee that notwithstanding any act, deed, matter, or thing whatsoever by the Vendor/Confirming Party 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 Vendor/Confirming Party now have for themselves good right, full power and absolute authority to grant, allot, sell, convey, release and assure the said property hereby granted, released or assured or intended so to be UNTO and to the use of the Allottee in the manner aforesaid.

AND the Allottee shall and may at all times hereafter peacefully and quietly enter upon or occupy, possess and enjoy the said property hereditaments, privileges and benefits of the said property and receive the rents, issues, profits and benefits thereof and of every part thereof to and for his/her own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Vendor/Confirming Party or any person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND that free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged, or otherwise by the Vendor/Confirming Party well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estates, titles, charges, encumbrances, whatsoever either already or hereafter made executed, occasioned or suffered by the Vendor/Confirming Party or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND FURTHER that the Vendor/Confirming Party and all persons having lawfully or equitably claiming any estate right, title or interest at law or in equity whatsoever in the said property hereditament hereby granted, allotted, conveyed transferred and assured or any part thereof by from under or in trust for the Vendor/Confirming Party, their executors, successors and assigns or any of them shall and will from time to time and at all times hereafter do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better

and more perfectly and absolutely assuring the said property hereditaments and every part thereof UNTO and to the use of the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee, his/her successors in titles or assigns or their counsel in law for assuring the said property and every part thereof hereby granted allotted conveyed transferred and assured unto and to the use of the Allottee in the manner aforesaid.

- [2] And the Vendor/Confirming Party do hereby declare and covenant with the Allottee that the 'Said Property' is in the absolute ownership and physical possession of the Vendor/Confirming Party. The Vendor/Confirming Party further declare and covenant with the Allottee that there are no encumbrances, charges, trust, liens, attachments, claims or demands whatsoever subsisting on the said property and that the same is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any Court or Revenue Authority or any other authority whatsoever. No stay is granted by any Court or any Government department for the transfer of the 'Said Property'. No notice is issued against the transfer of the 'Said Property'.
- [3] The Vendor/Confirming Party records having handed over the vacant and peaceful physical possession of the 'Said Property' to the Allottee as a member & shareholder of the 'Said Society' and the Allottee hereby confirmed the receipt of the clear and vacant peaceful physical possession of the 'Said Property' as a member & shareholder of the 'Said Society' from the Vendor/Confirming Party and hereby agree as under :-
- i. The Allottee shall maintain the flat at the Allottee's own cost in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the building in which the flat 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 flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required.
 - ii. The Allottee shall not store in the flat 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 flat 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 flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. The Allottee shall carry out at his/her own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered to the Allottee and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat 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.
- iv. The Allottee shall not demolish or cause to be demolished the flat 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 flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains and pipes in the flat 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 flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structure in the flat without the prior written permission of the society.
- v. The Allottee shall not 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 flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the project land and the building in which the flat is situated.
- vii. The Prospective Allottee shall observe and perform all the rules, regulations & resolutions of the Society as at present 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 flats 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 Prospective Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Developer regarding the occupancy and use of the flat in the Building and shall pay and contribute regularly and punctually all the amount towards the taxes, expenses or other out-goings in respect of the said property.
- viii. The Allottee shall permit the Vendor/Confirming Party, 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.
- ix. The Allottee shall not close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows, including grill of the said flat which in the opinion of the Owner / Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building.

In case the Allottee shall require to put grills on the exterior part of his/her flat, the design of the same shall be approved by said society in advance but in no event the Allottee shall install any box type grills.

- x. The Allottee shall not make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said flat except with the prior approval in writing of the Owner / Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- xi. The Allottee shall not hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- xii. The Allottee shall not install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter.
- xiii. The Allottee shall not use the said flat or permit the same to be used for any purpose other than the residential purpose and/or for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring flats or for any illegal or immoral purposes.
- xiv. The Allottee shall not park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allotted in writing for car / scooter or any other motor vehicle parking.
- xv. The Allottee shall pay rates, taxes, assessments, dues and duties, in respect of the 'Said Property' payable to all Government, Semi-Government, Local/ Public body interalia including Ahmedabad Municipal Corporation and all the Maintenance & other charges/amounts payable to the Society.

[5] The Stamp Duty, Registration fees, all out of pocket and other miscellaneous expenses, in respect of these presents have been borne and paid / shall be payable by the Allottee.

**-: THE SCHEDULE ABOVE REFERRED TO :-
(Description of immovable property)**

All that immovable property bearing Flat No., admeasuring in aggregate about **Sq. Mtrs.** [Carpet Area as per RERA admeasuring about **Sq. Mtrs.** + Balcony, Wash & Verandah Area admeasuring in aggregate about **Sq. Mtrs.** attached thereto], situated on the **Floor** of the said 'Kashana Flats' scheme floated as per approved plans dated on the Residential N.A. land admeasuring in aggregate about 1067 Sq. Mtrs. comprising of (i) land admeasuring 497 Sq. Mtrs. bearing F.P. No. 886/2 of T.P. Scheme No. 3/6 & (ii) land admeasuring 570 Sq. Mtrs. bearing F.P. No. 886/3 of T.P. Scheme No. 3/6, both situated, lying and being at Mouje : Kocharab, Taluka : Sabarmati (Old Taluka : City) within the Registration Sub-District : Ahmedabad-4 (Paldi) and District : Ahmedabad. The said Flat is bounded as follows :-

On or towards the East	:	By
On or towards the West	:	By
On or towards the North	:	By
On or towards the South	:	By

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

**SIGNED, SEALED AND DELIVERED
BY THE VENDOR**

WITNESSES

**SIGNED, SEALED AND DELIVERED
BY THE CONFIRMING PARTY**

WITNESSES

Aarcon Developers
through its Authorised Partner
Narendra C. Vora
