

MERLIN ORION
RESIDENTIAL APARTMENT NO.____/_____
DEED OF ALLOTMENT

THIS DEED OF ALLOTMENT IS EXECUTED at Ahmedabad on this
____ day of _____, _____.

BETWEEN

Ayojan Apartment Co. Op. Hou. Society Ltd., a Society registered under the Gujarat Co-Operative Societies Act, 1962 vide Reg. No. GH-6184, dtd.12.12.1975, represented through its Power of Attorney Holder “**Merlin Buildcon (Gujarat LLP)**”, (i.e. the “Promoter / Developer” herein) represented by its Designated Partner :- **Mr. Bhairav Sanghvi**

: 2 :

The above hereinafter referred to as "the **Owner**" and / or "the Owner Society" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Owner, its Chairman, Secretary, Members of Administrative Committee, Members-Share Holders, Power of Attorney Holders, executors, successors, administrators and assigns) of the **FIRST PARTY**.

AND

Merlin Buildcon (Gujarat) LLP, (PAN: AAUFM 4406 G), A Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having LLP Identity Number AAA-6727 on account of certificate of incorporation issued by the Assistant Registrar on 01.11.2011, having its Registered Office at : 904, Indraprasth Corporate, Opp. Shell Petrol Pump, Anandnagar Road, Prahladnagar, Ahmedabad – 380 015, represented through its Designated Partner :- **Mr. Bhairav Sanghvi**, hereinafter referred to as the "**the Promoter**" and / or "**the Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Partners, successors-in-interest, executors, administrators and permitted assignees, including those of the respective Designated partner) of the **SECOND PARTY**.

AND

_____, (PAN No. _____) (Aadhaar No. _____) aged : ____ Year, Residing at : _____, hereinafter referred to as "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 **THIRD PARTY**.

WHEREAS:

- A. Since the year 1976, Ayojan Apartment Co. Op. Hou. Society Ltd. ("the Owner") is the absolute and lawful owner of Non Agriculture

land bearing Final Plot No. 53 (Old Survey No.109/4, 106/1 and 107/1) admeasuring about 1468 sq. mtrs. [allotted City Survey No.1348 to 1361 admeasuring about : 1467.75 sq. mtrs. of City Survey Ward : Manekbaug] of Town Planning scheme No. 26 (Vasna-North) (Final), situated, lying and being at Moje: Vasna, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) (hereinafter referred to as the “**Said Land**”).

- B. The Owner Society constructed a Scheme of Thirty (30) Residential Flats named “**AYOJAN APARTMENT**” on the said land, consisting of Three Buildings viz. Block-A, B & C wherein, Block-A & B consisted of Ground Floor, First Floor and Second Floor having Twelve (12) Residential Flats in each Block and Block-C consisted of Ground Floor, First Floor and Second Floor having Six (06) Residential Flats.
- C. Thereafter the Owner Society allotted the Residential Flats to its members. And thereafter time by time transfers were occurred related to the flats either by way of Sale or by way of heriditaments. And the effects of such transfers were given by the Owner Society by passing resolutions and accordingly the Residential Flats of the Owner Society belonged to the below referred persons being the owner-occupier and being Member-Shareholder of the Owner Society which is as under :-

<u>Sr. No.</u>	<u>Name of Member</u>	<u>Flat No.</u>	<u>Block</u>
1	Yogeshkumar Chandulal Patel	A/1	“A”
	Yatinbhai Girishbhai Patel		
2	Rekhaben Kamleshbhai Malvaniya	A/2	“A”
	Naliniben Ashwinkumar Limbdiya		
	Parulben Prashantbhai Sheth		
	Trupti Krishna Niralgikar		
	Smitaben Nandkishor Joshi		
3	Kaumil Arvindkumar Hirakani	A/3	“A”
	Arpi Kaumil Hirakani		

4	Shantilal Ratilal Parikh	A/4	“A”
	Sanjay Shantilal Parikh		
5	Nitaben Dipakbhai Shah	A/5	“A”
6	Minalben Rajankumar Soni	A/6	“A”
7	Kailashben Govindlal Shah	A/7	“A”
	Nayanbhai Govindlal Shah		
	Nipambhai Govindlal Shah		
8	Jignaben Dineshbhai Shah	A/8	“A”
	Aartiben Dineshbhai Shah		
	Kinnariben Jagrutbhai Shah		
	Panktiben Jagrutbhai Shah		
9	Gaurangbhai Chandulal Shah	A/9	“A”
10	Sureshbhai Anubhai Shah	A/10	“A”
11	Siddhesh Ramniklal Shah	A/11	“A”
12	Ujas Bipinchandra Modi	A/12	“A”
13	Mehul Anandprasad Bhatt	B/1	“B”
14	Jagruti Rajnikant Gandhi	B/2	“B”
15	Hardhidaben Dahyabhai Mehta	B/3	“B”
16	Truptiben Sanjaybhai Shah	B/4	“B”
	Sanjaybhai Shirishchandra Shah		
17	Harkesh Ajaykumar Trivedi	B/5	“B”
18	Rajendrabhai Hiralal Shah	B/6	“B”
19	Sudhirbhai Kantilal Shah	B/7	“B”
20	Labhuben Pravinbhai Rangpariya	B/8	“B”
21	Daxaben Bhupendrabhai Choksi	B/9	“B”
	Jigisha Bhupendrabhai Choksi		
	Prashant Bhupendrabhai Choksi		
	Diptesh Bhupendrabhai Choksi		
22	Dushyantbhai Janakrai Dholakiya	B/10	“B”
23	Nitinbhai Rameshchandra Raval	B/11	“B”
24	Ajaybhai Shantilal Desai	B/12	“B”
25	Vijaybhai Jayantibhai Gajjar	C/1	“C”
26	Tarulataben Ramniklal Shah	C/2	“C”

27	Niraliben Kumarbhai Shah	C/3	“C”
28	Pravinaben Champaklal Shah	C/4	“C”
29	Alkaben Hemantkumar Bhatt	C/5	“C”
30	Rasilaben Shamjibhai Herma	C/6	“C”

D. Thereafter all the members (except the Owners of Flat No.C-1, C-3 and C-5) of the Owner Society decided to Re-develop their respective apartments/flats along with their undivided proportionate share in the land aggregating to “the Said Land”. Hence all the members of the Owner society entered into negotiation with the Developer herein M/s. Merlin Buildcon (Gujarat) LLP. Accordingly the deal was made absolute and all the Flat holders being the members and share holders unanimously granted / appointed M/s. Merlin Buildcon (Gujarat) LLP as the developer of the Proposed Redevelopment Scheme by passing resolution on dtd 20/08/2017. As out of Total Thirty (30) flats in the said Ayojan Apartment, the Owners of Flat No.C-1, C-3 and C-5 were not interested in re-development of their Property, they therefore have sold and conveyed their Flats to the Promoter by executing Three (03) separate Registered Sale Deeds vide Sr. No.3456, 3458 and 3460 respectively and all dtd.20/03/2018. Further the Owners of Flat No.C-1, C-3 and C-5 have also given their resignation from the membership of the Owner Society. As a result of which the Owner Society executed Redevelopment Agreement (hereinafter referred to as **"the Redevelopment Agreement"**) with the Developer / Promoter herein along with the confirmation of all the remaining 27 Flat owners & members of The Owner Society duly Registered in the office of Sub Register of Ahmedabad – 4 (Paldi) vide Sr.No. 3464, dtd.20/03/2018.

E. As per the total available F.S.I., the Promoter was entitled to construct a Single Building consisting of Basement, Hollow Plinth, Ground Floor to Fourteen Floors totally having Fifty Six (56), 3BHK Residential Apartments. Hence new Fifty Six (56) Residential Apartments were constructed by the Promoter (after demolishing the old existing structures on the said land) , out of which, the Promoter provided Twenty Seven (27) Residential Apartments having 3BHK to the 27 existing members of the Owner Society who had entered into the Redevelopment Agreement with the Promoter and the remaining Twenty Nine (29) Residential Apartments having 3BHK was of the sole ownership of the Promoter and the Promoter

was entitled to allot or in any manner dispose off or transfer the Twenty Nine (29) Residential Apartments to any third parties and receive the entire consideration thereof.

- F. By virtue of the aforesaid Registered Redevelopment Agreement, the Owner Society had granted to the Promoter, Redevelopment rights which includes rights to construct building(s) thereon the said land in accordance with the terms and conditions contained in the Redevelopment Agreement;

AND WHEREAS:

- G. In pursuance of the Redevelopment Agreement, the Promoter was put in possession of the Said Land with entitlement to construct buildings thereon:
- H. The Promoter had earmarked the Said Land for the purpose of building a Residential Project consisting of Fifty Six (56), 3BHK Residential Apartments, consisting of Basement, Hollow Plinth, Ground Floor to Fourteen Floors, in the name of “**MERLIN ORION**”. The said Residential Project shall be hereinafter be referred to as “**the Project**”;

The Promoter had caused the plans of the Project through its Architects and submitted the same with the concerned authorities for its approval. The Ahmedabad Municipal Corporation had thereby approved the plans submitted by the promoter and had granted the commencement certificate to develop the Project vide Rajachitthi No. 00462/290118/A0498/R0/M1; dated 21/03/2018

- I. The Promoter, after obtaining sanction/approval of the final plans for the Project from Ahmedabad Municipal Corporation, had commenced the work of construction and Redevelopment of the Project i.e. “**Merlin Orion**”;

- J. The Promoter also procured necessary approvals from the concerned local authorities, municipal corporation and/or Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project;
- K. While developing the Project, the Promoter has observed and performed the terms, conditions, stipulations and restrictions laid down by the concerned local authority, municipal corporation and/or Government while sanctioning/approving the lay-out plans.
- L. That the City Deputy Collector, Ahmedabad have issued Residential use Non-Agricultural Permission by his order No. N.A.B.P / Jamin / S.R. / Vasna No. 244/76; dtd.16-11-1976.
- M. The Promoter, after having completed the construction of the Project, applied for the Completion Certificate from the concerned authority and the Building Use Permission has been thereby granted by the Ahmedabad Municipal Corporation vide Sr. No. _____, dtd. ____/____/____.
- N. The Promoter had also got the Project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar under the Registration No. _____, dtd. _____.2018, which is herein annexed as **Annexure C**;
- O. By virtue of the Redevelopment Agreement, the Promoter had the sole and exclusive right to Allot the Twenty Nine (29), 3BHK Residential Apartments of the Project (List of which is described hereinafter) except the Twenty Seven (27) 3BHK Residential Apartments agreed to be allotted to the existing Members of the Owner Society (List of which is described hereinafter) and to enter into agreement(s) with the allottee(s) of the Residential Apartments and to receive the consideration in respect thereof; Provided that the

promoter shall sign and execute each Agreements, Deeds etc. on behalf of the Owner Society, being the Land Owner, as its Power of Attorney holder and the Promoter shall also sign and execute each Agreements, Deeds etc. in its individual capacity being the Developer of the Project.

List of the Twenty Seven (27) 3BHK Residential Apartments along with their respective Flat nos. which have been allotted in the project to the 27 existing members of the Owner Society who have entered into the Redevelopment Agreement are as under:

<u>Sr. No.</u>	<u>Name of Member</u>	<u>Flat No.</u>	<u>Floor</u>
1	Yogeshkumar Chandulal Patel	102	1 st Floor
	Yatinbhai Girishbhai Patel		
2	Rekhaben Kamleshbhai Malvaniya	101	1 st Floor
	Naliniben Ashwinkumar Limbdiya		
	Parulben Prashantbhai Sheth		
	Trupti Krishna Niralgikar		
	Smitaben Nandkishor Joshi		
3	Kaumil Arvindkumar Hirakani	201	2 nd Floor
	Arpi Kaumil Hirakani		
4	Shantilal Ratilal Parikh	202	2 nd Floor
	Sanjay Shantilal Parikh		
5	Nitaben Dipakbhai Shah	302	3 rd Floor
6	Minalben Rajankumar Soni	301	3 rd Floor
7	Kailashben Govindlal Shah	401	4 th Floor
	Nayanbhai Govindlal Shah		
	Nipambhai Govindlal Shah		
8	Jignaben Dineshbhai Shah	402	4 th Floor
	Aartiben Dineshbhai Shah		
	Kinnariben Jagrutbhai Shah		
	Panktiben Jagrutbhai Shah		

9	Gaurangbhai Chandulal Shah	502	5 th Floor
10	Sureshbhai Anubhai Shah	501	5 th Floor
11	Siddhesh Ramniklal Shah	601	6 th Floor
12	Ujas Bipinchandra Modi	602	6 th Floor
13	Mehul Anandprasad Bhatt	103	1 st Floor
14	Jagruti Rajnikant Gandhi	104	1 st Floor
15	Hardhidaben Dahyabhai Mehta	204	2 nd Floor
16	Truptiben Sanjaybhai Shah	203	2 nd Floor
	Sanjaybhai Shirishchandra Shah		
17	Harkesh Ajaykumar Trivedi	303	3 rd Floor
18	Rajendrabhai Hiralal Shah	304	3 rd Floor
19	Sudhirbhai Kantilal Shah	404	4 th Floor
20	Labhuben Pravinbhai Rangpariya	403	4 th Floor
21	Daxaben Bhupendrabhai Choksi	503	5 th Floor
	Jigisha Bhupendrabhai Choksi		
	Prashant Bhupendrabhai Choksi		
	Diptesh Bhupendrabhai Choksi		
22	Dushyantbhai Janakrai Dholakiya	504	5 th Floor
23	Nitinbhai Rameshchandra Raval	604	6 th Floor
24	Ajaybhai Shantilal Desai	603	6 th Floor
25	Tarulataben Ramniklal Shah	703	7 th Floor
26	Pravinaben Champaklal Shah	704	7 th Floor
27	Rasilaben Shamjibhai Herma	804	8 th Floor

List of the Twenty Nine (29) 3BHK Residential Apartments along with the Flat nos. which are in the exclusive share of the Promoter in the project and only to be allotted by the Promoter to any third parties are as under:

<u>Sr. No.</u>	<u>Flat No.</u>	<u>Floor</u>
1.	701	7 th Floor
2.	702	7 th Floor
3.	801	8 th Floor
4.	802	8 th Floor
5.	803	8 th Floor
6.	901	9 th Floor
7.	902	9 th Floor
8.	903	9 th Floor
9.	904	9 th Floor
10.	1001	10 th Floor
11.	1002	10 th Floor
12.	1003	10 th Floor
13.	1004	10 th Floor
14.	1101	11 th Floor
15.	1102	11 th Floor
16.	1103	11 th Floor
17.	1104	11 th Floor
18.	1201	12 th Floor
19.	1202	12 th Floor
20.	1203	12 th Floor
21.	1204	12 th Floor
22.	1301	13 th Floor
23.	1302	13 th Floor
24.	1303	13 th Floor
25.	1304	13 th Floor
26.	1401	14 th Floor
27.	1402	14 th Floor
28.	1403	14 th Floor
29.	1404	14 th Floor

P. The Allottee had applied to the Promoter for allotment of **Residential Apartment No.** _____ of type 3 BHK, having carpet area admeasuring _____ **sq. meters** (i.e. **Built Up Area of** _____ **sq. meters** as per the approved plans) on _____ **Floor** in the project

"MERLIN ORION" togetherwith proportionate share in the common amenities and facilities in the said Project **along with ____allotted Open / Covered Car Parking** (hereinafter referred to as "**the Apartment**") and more particularly described in **Schedule-A herein**). The authenticated Floor Plan of "the Apartment" & Layout Plan of the Project are respectively annexed as **Annexure-A & Annexure-B** to this Deed. The Carpet area of the apartment includes exclusive Balcony area having carpet area of _____ sq mtrs. and an exclusive kitchen balcony / service area having carpet area of _____ sq mtrs.

- Q. Upon application by the Allottee/s, the Promoter agreed to allot "the Apartment" to the Allottee/s at or for the total sum or consideration of **Rs. _____ .00 (Rupees _____ Only)** (hereinafter called "the **Total Price**") and accordingly the parties herein i.e. Owner Society, the Promoter and the Allottee/s had executed an "Agreement to Allotment", which was duly registered in the office of Sub Register of Ahmedabad – 4 (Paldi) vide Sr.No _____; dtd _____..
- R. "The **Total Price**" for the Apartment includes the price of the Apartment and proportionate price of the common areas and facilities, price of the exclusive balconies/wash area forming part of the Apartment and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, The break-up of the consideration is as under :

Apartment No. _____ 3 Bedrooms, a Hall and a Kitchen _____Floor Carpet Area : _____ sq. ft.	Rate of Apartment per square feet* Rs._____.00 (in words Rupees _____ _____ Only).
Total	Rs._____.00 (in words Rupees _____ _____ Only).

Explanation:

- (i) The Total Price above excludes GST and all other Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which are applicable or which may be levied, in connection with the construction of the Project payable by the Promoter) up to the execution of this deed or the date of handing over the possession of “the Apartment”, whichever is later;
 - (ii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees; Further, all other applicable government levies, taxes & duties will be paid & borne separately by the allottee and is not included in the Total Price;
 - (iii) The Total Price above excludes maintenance deposit, maintenance expenses, Extra Work Cost (if any) is to be borne by the Allottee and is not included in the Total Price.
 - (iv) The Total Price of Apartment includes: pro rata share in the Common Areas and facilities; as provided in the Agreement.
- S. The carpet area of “the Apartment” is _____ **square meters** i.e. _____ **square feet** and "carpet area" means the net usable floor area of “the Apartment”, excluding the area covered by the external walls, areas under service shafts but includes the area covered by the internal partition walls of “the Apartment”.
- T. The Allottee, before signing of this deed, has physically inspected and verified the Carpet Area of the Apartment mentioned under this deed.
- U. At the request of the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Promoter's Architects M/s Jagrut & partners and of such other documents as are specified under the Act and Rules and Regulations made there under and the Allottee is satisfied with the same;

- V. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Promoter to the Said Land on which the Project has been constructed have also been inspected and the Allottee is satisfied in respect of the same;
- W. The authenticated copies of plans sanctioned/approved by the local authority, Municipal Corporation and/or Government have also been inspected by the Allottee.
- X. That as agreed, the Allottee has paid "the **Total Price**" for the allotment of the said apartment to the Promoter as under:

Rs._____.00	Rupees _____ only paid by the Allottee to the Promoter by Cheque No._____, dtd.____.____.2018 drawn on _____ Bank, _____ Br., _____.
Rs._____.00	Rupees _____ only paid by the Allottee to the Promoter by Cheque No._____, dtd.____.____.2018 drawn on _____ Bank, _____ Br., _____.
Rs._____.00	Rupees _____ only paid by the Allottee to the Promoter by Cheque No._____, dtd.____.____.2018 drawn on _____ Bank, _____ Br., _____.
Rs._____.00	Rupees _____ Only.

* Promoter confirms the receipt of “The Total Price” subject to realization of cheques.

- Y. The Allottee has now requested the Promoter to execute Allotment Deed for the said apartment in favour of the Allottee herein. AND the Promoter at the request of Allottee have now agreed to execute Allotment Deed in favour of the Allottee in respect of the said apartment, which is more particularly described in the Schedule ‘A’

herein for a total price of **Rs._____00 (Rupees _____ Only)** in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. In pursuance of the aforesaid, and for a full and final consideration of the sum of **Rs._____00 (Rupees _____ Only)** paid on or before the execution of these presents by the Allottee to the Promoter (the payment and receipt whereof the Promoter hereby admits and acknowledges thereof from the same and every part thereof for ever acquit, release and discharge the Allottee), the Promoter doth hereby grant, allot, assign, release, convey and transfer unto the Allottee forever the said apartment, togetherwith all fittings, fixtures, electric supply, electric service, Water supply, drainage and all other essential services and also with paths, passages, water sources, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, member and appurtenances and togetherwith the rights of using the common facilities of the Project and togetherwith all those proportionate and undivided rights in or upon the common amenities in the Project **“MERLIN ORION”** belonging to or in anyway appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed by the Promoter or reputed nor known as part and parcel or members thereof to be appurtenant thereto ALSO togetherwith all the deeds, documents, writings, vouchers and other rights, title relating to said apartment 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 Promoter into or upon the said apartment or any part thereof TO HAVE AND TO HOLD the said apartment and the said apartment or any part thereof hereto granted, sold, conveyed, released and assured or intended so to be with its and every of its rights, titles and appurtenances UNTO and to the use and benefit of the Allottee, for ever subject to the payment of rents, taxes, assessments, rates, and duties in relation to the period from the date of the execution hereof

and which may hereafter be assessed or chargeable upon the same or which may from the date of these presents become payable in respect thereof for the Project “**MERLIN ORION**” or to the State of Gujarat or Ahmedabad Municipal Corporation, or any other local body or bodies.

2. AND the Promoter doth hereby for themselves and their office bearers, Legal heirs, Administrators, Executors, Successors & Assigns covenant with the Allottee that notwithstanding any act, deed, matter, or thing whatsoever by THE Promoter or any of them or any person or persons lawfully or equitably claiming by from through under or in trust from them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Promoter now have for themselves, good right, full power and absolute authority to grant, allot, convey, release and assure the said apartment 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 apartment, privileges and benefits of the “said apartment” and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Promoter or any person or persons lawfully or equitably claiming or to claim by from under or in trust for it or any of them AND that free and clear and freely and clearly and absolutely acquitted exonerated released and for ever discharged, or otherwise by the Promoter 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 Promoter or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and or any of them. AND FURTHER that the Promoter and all persons having lawfully or equitably claiming any estate right title or interest at law or in equity whatsoever in the said apartment hereby granted conveyed transferred and assured or any part thereof by from under or in trust for

the Promoter, their heirs, executors, successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Allottee 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 apartment and every part thereof UNTO and to the use of the Allottee in the manner aforesaid as shall or maybe reasonably required by the Allottee, his/her/their/its successors in titles or assignee or his/her/their/its counsel in law for assuring the said apartment and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Allottee in the manner aforesaid.

THIS DEED FURTHER WITNESSETH AS UNDER:

1. As the Building Use Permission is issued by the Ahmedabad Municipal Corporation, the Promoter have handed-over the vacant physical possession of the said apartment to the Allottee.
2. That the Owner Society shall hereafter issue separate Share Certificates to the Allottee upon execution of this Allotment Deed so as to enable the allottee to become a member of the said society. The Allottee shall however co-operate fully with the Owner society and shall sign all documents and necessary papers for the purpose.
3. As the Owner is Co-Op. Housing Society Limited registered under The Co-Operative Societies Act, 1961 vide Sr. No. GH-6184, dtd.12.12.1975, it will maintain and upkeep the Project including common parts and elements. Accordingly the Owner Society shall also act as the Maintenance Society. And the Owner - Society has allotted the Apartment to the Allottee along with the rights of membership and share certificate of the Society.
4. And the Allottee agrees to become a member of and observe the rules, framed from time to time by the Promoter / Society for quiet and peaceful enjoyment of the said apartment/Project, whereby the Project remain a decent Project. And the Allottee shall

proportionately be liable and shall accept the payments made by the Society / Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of the Apartments whichever is earlier and Allottee shall pay to the Promoter / Society, the non-refundable maintenance on proportionate basis on demand as and when required.

5. The Allottee shall be proportionately liable for payments of the common expenses and other outgoing expenses from the date of possession of “the Apartment”, including the rates and taxes for and/or in respect of the said Project. The Allottee shall also be liable and responsible for payment of the Municipal rates and taxes for “the Apartment” from the date of possession and pay the same to the Promoter / Owner Society as the case may be on proportionate basis on demand, till such time the mutation of individual Residential Apartments are completed in government records and individual Allottees are assessed separately.
6. No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the Owner Co-operative housing society already existing
7. That the Allottee from the date of execution of this Allotment Deed shall pay all the out going towards the Government and Semi-Government Taxes, Local Authority Taxes including Municipal Property Taxes, Electricity Bill of Torrent Power Ltd., AMC Drainage Charges, Water Tax, Adani Gas Usage Charges etc. and all other amounts payable in connection of the said apartment.
8. The Allottee shall at his/her/their/its own costs, charges and expenses mutate the said apartment in his/her/their/its name as absolute owner and occupier in all the government & semi-government records as well as in the records of Local Authority & Torrent Power Ltd., and the Promoter indemnifies that whenever for the same if their sign,

affidavit, bond, declaration or any other document is required it will fully co-operate from time to time.

9. The Allottee agrees that all the rules, regulations and by-laws of the Society for the purpose of maintenance and upkeep of the Project, shall be applicable and binding to him / her / them and he / she / they will perform his / her / their part of obligations.
10. The Allottee shall have no right in and shall not use the common areas either for parking of cars or other motor vehicles or two wheelers or otherwise and all the other common areas not required by the Allottee for ingress to and egress from the said apartment as otherwise expressly conveyed and agreed or expressed so as to belong to the Allottee.
11. In case of the Allottee or its transferee / assignee desires to let-out the said Apartment on Lease / Leave & License basis, it shall not be entitled to do so without taking the prior written consent of the **SOCIETY**. And if the **SOCIETY** finds any such kind of usage, it shall become entitled to evacuate such users from the said apartment without any prior intimation / permission.
12. Only the Allottee shall be responsible for the repayment of loan, if any taken by the Allottee from any financial institution for financing the allotment of the said apartment. The Promoter shall not have any liability or responsibility in this regard and the allottee assures to keep the promoter indemnified for the same.
13. The Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along

with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the society as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of cost of acquiring development rights by the promoter from the owner society, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
 - (iv) The Allottee is aware and accepts that the Total Price of the Apartment mentioned herein above has been determined and derived at after passing on the benefit of credit of GST input available to the promoter on its entire construction cost and expenses incurred including but not limited to cost of Raw materials, finished materials, labour, consultant fees, legal fees, etc
- 14. That the Allottee will not conduct any illegal activities or malpractice barred by any provision or law of India in the “said apartment” and if found guilty for the same the Allottee solely will be held responsible for the said offences.
 - 15. To allow the Promoter or its representative and/or the representatives of maintenance company/society with/without workmen, to enter into the said apartment for the purpose of maintenance and repairs with prior notice.
 - 16. To be proportionately liable and accept the payments made by the Society / Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of

possession of the said apartment whichever is earlier including the rates and taxes for and/or in respect of the Project including common parts/area to be paid by the Society / Promoter and further more to be wholly liable and responsible for payment of the Municipal rates and taxes for the said apartment from the date of completion or date of possession, whichever is earlier, and pay the same to the Promoter / Ad-Hoc Committee / Society as the case may be on proportionate basis on demand, till such time the Mutation of individual apartments are completed and individual Allottees are assessed separately.

17. In order to ensure timely payments of the proportionate rates and taxes applicable to individual apartments as calculated by the Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Promoter and / or Society as the case may be towards such liability.
18. To be liable and responsible for direct payment of electricity, gas, water etc. and other utilities consumed in or relating to the said apartment wholly and proportionately in relation to common parts & facility which shall be paid by the Society.
- 18.(a) The Promoter reserves the right to administrate the Parking Discipline and Parking Facility of the entire Project as the Promoter may deem fit at its sole discretion. And none of the Apartment Holder of the said Project or their transferees / assignees etc. will be entitled to raise any objection against such administration.
- 18.(b) That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this deed. And all the terms and condition as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Apartment.

19. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to and kept with the Society.
20. The Society / Promoter from time to time may change, alter, add to or modify the Rules of the Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Apartments by their respective Owners or for the mutual benefit of the Co-Owners.
21. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.
22. It is expressly agreed that the Allottee shall not have any right to Future F.S.I. available (if any) for the Project and the Allottee either himself or through Group / Association of Allottees, shall not be entitled to use the said Future F.S.I. or any part thereof for any purpose whatsoever and whereas the Promoter or its assigns or transferees reserves the right to use that future F.S.I. rights to utilize the same in a manner as and when (even after handing over of the possession of "the Apartments" to the concerned Allottee/s) they deem fit at their own discretion without asking for any approval from the Allottee/s or its assigns or transferees shall be entitled to utilize the said Future F.S.I. on such terms & conditions as the Promoter or its assigns or transferees deem fit and the income thereof shall be of the Promoter's or its assigns' or transferees'. And for any of the above referred activity initiated by the Promoter or its assigns or transferees / Allottee/s shall not raise any objection for the same and the Promoter or its assigns or transferees are not required to obtain any permission prior to initiating any such activity, subject

to the terms and conditions stipulated in the Development Agreement between the Promoter / Developer and the Owner Society.

23. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- (i) To maintain “the Apartment” at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of “the Apartment” is taken and shall not do or suffer to be done anything in or to the building in which “the Apartment” 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 Apartment” is situated and “the Apartment” itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in “the Apartment” 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 Apartment” 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 Apartment” is situated, including entrances of the building in which “the Apartment” is situated and in case any damage is caused to the building in which “the Apartment” is situated or “the Apartment” on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at its own cost all internal repairs to the said Apartment and maintain “the Apartment” 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 Apartment” is situated or “the Apartment” 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 provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (iv) Not to demolish or cause to be demolished “the Apartment” 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 Apartment” or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which “the Apartment” is situated and shall keep the portion, sewers, drains and pipes in “the Apartment” 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 Apartment” 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 Apartment” without the prior written permission of the Promoter and/or the Owner Society.
- (v) 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 Apartment” is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which “the Apartment” is situated.
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water,

electricity or any other service connection to the building in which “the Apartment” is situated.

- (viii) 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, on account of change of user of “the Apartment” by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) 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 Apartment” until all the dues payable by the Allottee to the Promoter / Owner Society under this Deed are fully paid up.
- (x) The Allottee shall observe and perform all the rules and regulations which the Owner Society may adopt at its inception 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 Residential Apartments 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 Owner Society regarding the occupancy and use of “the Apartment” in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this deed.
- (xi) 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.

- (xii) Not to close or permit the closing of lounges or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls or any external walls, or both the faces of outside doors and windows, including grill of the said Apartment which in the opinion of the 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/its apartment, the design of the same shall be approved by Promoter in advance but in no event the Allottee shall install any box type grills.
- (xiii) Not to subdivide the said Apartment and/or parking space, if allocated, or any portion thereof.
- (xiv) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.
- (xv) Not to discharge into any conduiting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conduiting medial or drainage of the said Project.
- (xvi) Not to cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said Apartment or any other portion over or below the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and right and enjoyment

thereof or of any open spaces, passages or amenities available for common use.

- (xvii) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said Apartment wholly and proportionately in relation to common parts which shall be paid by the Owner Society.
- (xviii) Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Apartment except with the prior approval in writing of the Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- (xix) Not to 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.
- (xx) Not to 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 Promoter.
- (xxi) Not to use the said Apartment or permit the same to be used for any purpose other than residential viz. for commercial use and 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 apartments/premises or for any illegal or immoral purposes or as boarding house, guest house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place whatsoever. Not to use the said Apartment or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or Diagnostic Laboratory or

Chamber either for a Doctor or a Nursing Home or for any other purpose.

- (xxii) Not to keep in the parking space, if allocated, anything other than private motor car or motorcycle and shall not raise or put up any kuccha or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying by any person or blocking by putting any article shall not be allowed in the car parking space or in any other common areas of the Building.
- (xxiii) Not to 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.
- (xxiv) Not to keep or store in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class Building.
- (xxv) To abide by such rules and regulation as may be made applicable by the Promoter before handing over of the maintenance charge to the Owner Society and/or adhere to the Owner Society after the hand over of the maintenance charge to it.
- (xxvi) Not to change or cause to change the name of the Project- **‘MERLIN ORION’** under any circumstances.

24. The Allottee shall not be entitled to transfer or assign the said apartment without prior written consent of the Promoter and / or Society. Such transfer / assignment can be made subject to the payment of the Assignment Fees to the Promoter for such transfer /

assignment being made to Third Party at the sole discretion of the Owners.

25. Structural Safety :

Society / Allottees of “**MERLIN ORION**” shall arrange periodic inspection by the concerned authority at intervals of every Fifteen Years from the date of Submission of the First Report (B.U.). The concerned authority shall inspect the building to ascertain and certify to the Competent Authority, that the Building’s structural stability has not been compromised due to lack of adequate maintenance along with a Structural Inspection Report.

26. DEFECT LIABILITY

It is agreed that in case any structural defect in any of the Building of the Project is found and if it is brought to the notice of the Owner / Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Owner / Promoter to rectify such defects without further charge, within reasonable time viz. three (03) months from the date of information provided to the Owner / Promoter, and in the event of Owner / Promoter’s failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clearly accepted by the Allottee that the Owner / Promoter shall not be liable to repair the seepage, leakage, plumbing faults, plaster cracks, etc which may occur due to natural recourses or due to negligence or intentional / purposeful damage by the allottee and the Owner / Promoter shall not be liable to repair the structural defect if such defect has been occurred due to the structural or any other construction related modification work conducted by the allottee or by the owner – occupier of his / her neighbouring premises.

27. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Allotment Deed, including the

interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Courts at Ahmedabad alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Allotment Deed.

28. The Promoter hereby indemnifies to the Allottee that the right-titles of the said apartment are Clear, Marketable, Saleable and free from all encumbrances. There is no charge, interest or encumbrances, in upon, to or on the said apartment of any nature whatsoever or any person whomsoever including by way of sale, mortgage, gift, exchange, leave and license basis, care-taker basis, easement rights, trust, benami, partnership, or otherwise.
29. The Promoter has delivered the photo-copies of all requisite deeds and papers regarding the title of the said apartment to the Allottee. And the Allottee has satisfied himself / herself / themselves / itself to the best of his / her / their / its satisfaction.
30. The said apartment is covered in the jurisdiction of _____ Police Station, therefore it is not covered under disturbed area of Ahmedabad City, as listed under the Government Gazette and therefore no prior permission of the Collector, Ahmedabad for the transfer of the said apartment is required to be obtained.
31. It is declared that **Mr. Bhairav Sanghvi** (Designated Partner of the Promoter) has been empowered by the said LLP to sign and execute all transfer deeds (which includes agreement for allotment, Allotment deeds etc.), and thereby he has signed the Allotment Deed on behalf of the Promoter.
32. It is declared that the Owner Society through its Chairman and Secretary, has appointed “**Merlin Buildcon (Gujarat LLP)**” i.e. the

promoter herein, as its Power of Attorney Holder by executing the Power of Attorney in favour of the promoter and registered in the office of Sub Registrar of Ahmedabad-4 (Paldi) vide Sr. No.3477 dtd.20.03.2018.

33. It is declared that the Promoter have appointed **Mr. Anish Doshi, son of Arvindbhai Doshi** as their Power of Attorney Holder by executing Power of Attorney in his favour and registered in the office of Sub Registrar of Ahmedabad-4 (Paldi) vide Sr. No. _____ dtd.____.____.2018. And **Mr. Anish Doshi, son of Arvindbhai Doshi** has been empowered and authorized only to present, acknowledge and admit before Sub-Registrar on behalf of the Owner / Promoter as well as Developer, all the agreements / deeds (including transfer deeds like Allotment deed/s, agreement/s for allotment) for various apartments in the said project, which have been duly signed and executed by the designated partner of the Developer / Promoter LLP.
34. All stamp duty, registration charges, Government Levies, Taxes & Duties, Advocate Fees and other incidental expenses and/or in relation to conveyance of the said Apartment and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto has been and shall be borne and paid by the Allottee..

SCHEDULE 'A'

Residential Apartment No. _____ of type 3BHK, having carpet area admeasuring _____ sq. meters (i.e. **Built Up Area of _____ sq. meters** as per the approved plans) on _____ **Floor** in the **project** known as "**MERLIN ORION**", **along with _____ Open / Covered Car Parking** togetherwith proportionate share in the common amenities and facilities in the said Project, constructed on the Non Agriculture land bearing Final Plot No. 53 (Old Survey No.109/4, 106/1 and 107/1) admeasuring about 1468 sq. mtrs. [allotted City Survey No.1348 to 1361 admeasuring about : 1467.75 sq. mtrs. of City Survey Ward : Manekbaug] of Town Planning No. 26 (Vasna-North) (Final), situated, lying and being at Moje: Vasna, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi), and bounded and butted as under:

On the East :-

On the West :-

On the North :-

On the South :-

Address of the Apartment :

Sign of Owners :

Sign of Promoter :

Sign of Allottee :

Address of the Apartment :

Sign of Owners :

Sign of Promoter :

Sign of Allottee :

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year above written.

SIGNED SEALED AND DELIVERED]
BY THE **PROMOTER :**]
Merlin Buildcon (Gujarat) LLP]
represented through its Designed Partner :-]
Mr. Bhairav Sanghvi] _____
]]

SIGNED SEALED AND DELIVERED]
BY THE **OWNER :**]
Ayojan Apartment Co. Op. Hou. Society Ltd.]
represented through its Power of]
Attorney Holder]
“Merlin Buildcon (Gujarat LLP)”]
represented by its Designated Partner :-]
Mr. Bhairav Sanghvi] _____
]]

In the Presence of :-

- 1. _____
- 2. _____

: 35 :

ANNEXURE-A

: 36 :

ANNEXURE-B

: 37 :

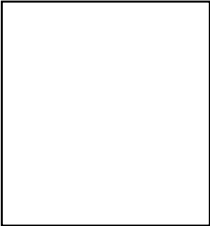
ANNEXURE-C

Schedule under sec. 32 (A) of The Registration Act :-

PROMOTER

Merlin Buildcon (Gujarat) LLP

represented through its Designed Partner :-



Mr. Bhairav Sanghvi

OWNER

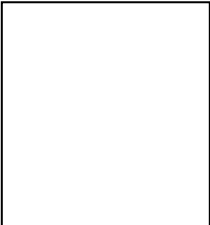
Ayojan Apartment Co. Op. Hou. Society Ltd.

represented through its Power of

Attorney Holder

“Merlin Buildcon (Gujarat LLP)”

represented by its Designated Partner :-



Mr. Bhairav Sanghvi

ALLOTTEE

