

ALLOTMENT DEED

Project Name	CHIRAG APARTMENT
Flat No	
First Party – The Land Owners	(1) BHARTIBEN MAHENDRAKUMAR THAKER (2) HEENABEN SUDHAKAR PATEL (3.1) SUSHILABEN HILAL SHAH (3.2) RAJNIKANTHIRALAL BHAGATWALA (4) MADHUBEN BALDEVDS PATEL (5.1) KUMUDBEN NANDLAL DAVE (5.2) REKHABEN NANDLAL DAVE (5.3) SIMABEN NANDLAL DAVE (6) NIMESH MAHENDRABHAI DALAL (7) SUREKHABEN NIRENBHAI SHAH (8.1) CHINTAN NIMESHBHAI DALAL (8.2) KINJAL CHINTAN DALAL POA MAYABEN NIMESHBHAI DALAL (9.1) GITABEN RAJNIKANT TIRGHODA WD/O BHOGILAL (9.2) JALPABEN RAJNIKANT TIRGHODA (10) RANJANBEN GAJENDRABHAI (11) MEENABEN JUGAL KISHORE (12.1) PRAGNABEN NALINBHAI

	PARIKH (12.2) DHAVAL NALINBHAI PARIKH (12.3) HEMALI NALINBHAI PARIKH
Second Party – The Allottee	
Third Party– Promotor or Confirming Party	M/S. RUSHIKESH REALTY PVT. LTD.

DRAFT WITHOUT PREJUDICE

THIS ARTICLES OF THIS ALLOTMENT DEED MADE AT

AHMEDABAD on this day of _____, Two Thousand Twenty One

BETWEEN

- (1) The **BHARTIBEN MAHENDRAKUMAR THAKER. (Owner of the Property), Adhar Card No. : 4854 6346 5312**, Hindu, Aged 81 Years, Occupation : Housewife, having Address at Flat No. 1, Ground Floor, Chirag Apartments, Ambawadi, Ahmedabad –382340.
- (2) The **HEENABEN SUDHAKAR PATEL. (Owner of the Property), Adhar Card No. : 7483 7444 0303**, Hindu, Aged 58 Years, Occupation : Service, having Address at Flat No. 2, Ground Floor, Chirag Apartments, Ambawadi, Ahmedabad – 382340.
- (3) The (1) **SUSHILABEN HIRALAL SHAH, Adhar Card No. : 3361 4760 6809**, Hindu, Aged 75Years, Occupation : house wife ,(2)**RAJNIKANTHIRALAL BHAGATWALA, Adhar Card No. : 2078 5739 2655**, Hindu, Aged 71Years, Occupation : Retired ,(Owner of the Property) Both having Address at Flat No. 3, Ground Floor, Chirag Apartments, Ambawadi, Ahmedabad – 382340.
- (4) The **MADHUBEN BALDEV DAS PATEL(Owner of the Property), Adhar Card No. : 3572 3953 0772**, Hindu, Aged 70Years, Occupation : Housewife, having Address at Flat No. 4, Ground Floor, Chirag

Apartments, Ambawadi, Ahmedabad – 382340.

- (5) The (1) **KUMUDBEN NANDLAL DAVE, Adhar Card No. : 8443 8351 8661**, Hindu, Aged 68Years, Occupation : Housewife, (2) **REKHABEN NANDLAL DAVE, Adhar Card No. : 2327 3190 2493**, Hindu, Aged 64Years, Occupation : Housewife, (3) **SIMABEN NANDLAL DAVE, Adhar Card No. : 9156 4612 4502**, Hindu, Aged 54Years, Occupation : Housewife, **(Owners of the Property)** All having Address at Flat No. 5, First Floor, Chirag Apartments, Ambawadi, Ahmedabad – 382340.
- (6) The **NIMESH MAHENDRABHAI DALAL(Owner of the Property), Adhar Card No. : 5576 0471 2713**, Hindu, Aged 75Years, Occupation : Retired , having Address at Flat No. 6, First Floor, Chirag Apartments, Ambawadi, Ahmedabad – 382340.
- (7) The **SUREKHABEN NIRENBHAI SHAH(Owner of the Property), Adhar Card No. : 3602 5729 6952**, Hindu, Aged 77Years, Occupation : Housewife, having Address at Flat No. 7, First Floor, Chirag Apartments, Ambawadi, Ahmedabad – 382340.
- (8) The (1) **CHINTAN NIMESHBHAI DALAL, Adhar Card No. : 3327 4264 3841**, Hindu, Aged 45 Years, Occupation : Service (Abroad), (2) **KINJAL CHINTAN DALAL, Adhar Card No. : 4806 4279 6051** Hindu, Aged 43 Years, Occupation : Housewife, **(Owners of the Property)** both by and through their POA holder **MAYABEN NIMESHBHAI DALAL, Adhar Card No. : 7099 8522 1277** Hindu, Aged 60 Years, Occupation : Housewife, All having Address at Flat No. 8, First Floor, Chirag Apartments, Ambawadi, Ahmedabad – 382340.
- (9) The (1) **GITABEN RAJNIKANT TIRGHODA, Adhar Card No. : 8383 1229 8999**, Hindu, Aged 65Years, Occupation : Housewife (2) **JALPABEN RAJNIKANT TIRGHODA, Adhar Card No. : 4594 1240 5514**, Hindu, Aged 37Years, Occupation : Housewife, All having Address at Flat No. 9, First Floor, Chirag Apartments, Ambawadi, Ahmedabad – 382340.
- (10) The **RANJANBEN GAJENDRABHAI, Adhar Card No. : 9943 1641 0108**, Hindu, Aged 83Years, Occupation : Retired having Address at Flat No.

10, First Floor, Chirag Apartments, Ambawadi, Ahmedabad – 382340.

- (11) The **MEENABEN JUGAL KISHORE, Adhar Card No. : 6250 6201 8858**, Hindu, Aged 55Years, Occupation : Housewife, having Address at Flat No. 11, First Floor, Chirag Apartments, Ambawadi, Ahmedabad – 382340.
- (12) The (1) **PRAGNABEN NALINBHAI PARIKH, Adhar Card No. : 7432 1836 3919**, Hindu, Aged 70Years, Occupation : Housewife, (2) **DHAVAL NALINBHAI PARIKH, Adhar Card No. : 8707 8385 2621**, Hindu, Aged 42Years, Occupation : Service, (3) **HEMALI NALINBHAI PARIKH, Adhar Card No. : 6826 4404 9685**, Hindu, Aged 45Years, Occupation : Consultant having Address at Flat No. 12, First Floor, Chirag Apartments, Ambawadi, Ahmedabad – 382340.

All through their Power of Attorney Shri

hereinafter referred to as the “**Party of the First Part**” or “**The Land Owner**” or “**The Society**” (which shall unless it be repugnant to the context or meaning thereof mean and include its member(s), its executor(s), legal representative(s), successor(s), assigns and administrator(s) of the **FIRST PART**;

And

[If Allottee is an Individual/Joint]

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

[If Allottee is an HUF]

Mr./Mrs. _____ (PAN: _____) aged about years, adult, Hindu

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

[If Allottee is a Company]

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

[If Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act 1932, having its principal place of business at _____ (PAN: _____) represented by its authorized partner _____ (Aadhar No: _____) authorized *vide* _____ hereinafter referred to as **"The Party Of The Second Part" or "The Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners), of the **SECOND PART**;

And

M/S. RUSHIKESH REALTY PVT. LTD., Having Address at :401, Nilkanth Plaza, Shahibaug, Ahmedabad. Represented by and through Managing Director Mansukhbhai Ambabhai Pokad hereinafter referred to as **"Party of the Third Part" or "Confirming Party" or "The Promoter" or "The Developer"** (which expression shall unless repugnant to the context and meaning thereof mean and include its present and future partners, representatives, executors, administrators, successors, assigns etc.) of the **THIRD PART**;

In this Deed reference to "a person" includes (as the context requires) an

Individual, a Proprietorship, a Partnership Firm, a Company, a Body of Corporate, a Co-Operative Society, an Entity authority or anybody, an Association or Organization of individuals or persons whether incorporated or not.

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

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

WHEREAS the First Party is the owners of Non- agriculture land, lying on the land of Final Plot No. 734 Paiki, Town Planning Scheme No. 3 of Mouje- Chhadawad (Madalpur), Taluka: Sabarmati, in the Registration District and Sub District Ahmedabad – 3 (Memnagar) [hereinafter referred to as "the said land" or “Project land”].

District Collector, Gandhinagar granted N.A. Permission for residential purpose vide its Order bearing **No. NA/U.1/Nanachiloda (Naroda) Case No. 134/2004 dated 04-05/11/2004.**

A Development Agreement was executed between the First Party and the Third Party for the land bearing Final Plot No. 734 Paiki, Town Planning Scheme No. 3 of Mouje- Chhadawad (Madalpur), Taluka: Sabarmati, in the Registration District and Sub District Ahmedabad – 3 (Memnagar) registered at S.R.O Ahmedabad-3 Memnagar under serial no- dated .../06/2021.

Ahmedabad Municipal Corporation granted Commencement Letter for the construction of Residential purpose on the said land by Commencement Letter (Rajachitthi) No. 04434/010121/A4471/R0/M1 dated 21/01/2021.

Thus, the Third Party is sufficiently entitled to construct building on the project land.

AND WHEREAS the Third Party is desirous of developing a

Residential Use project under the name of “**CHIRAG APAERMENT**”
[hereinafter referred to as “the Project”]

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

AND WHEREAS on demand from the Allottee, the Promoter has supplied all the information and explanations and given inspection / access to the Allottee of all the documents of title relating to the Project Land, approved plans prepared by ADS Architect, documents forming part of the application for registration made under the RERA Act 2016, particulars of flats and the Project including but not limited to design, type, specifications, carpet area, open space, share in the undivided Project Land, rights and obligations of easement, elevation, common area, etc. and the Allottee has thoroughly inspected at its own as well as through proper person / advisor / consultant and thoroughly as well as unconditionally satisfied in respect of the same ; **AND WHEREAS** the Allottee has himself or through competent representative visited and inspected the Project and unconditionally satisfied and assured himself with regards to sufficiency, appropriateness and progress of the construction and its quality, fitness and suitability.

AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and has completed the construction of the said building/s of the Project and has obtained the Building Use Permission Ref.No..... dated.....with respect to the said building/s. Vide a notice dated..... the Promoter has intimated the Allottee that the construction of the said Flat is complete and the same is

ready for use and occupation.

The Promoter shall not have any claim on F.S.I, additional F.S.I and terrace rights after Building Use Permission has been obtained, such right if any will be owned by the “owners”

AND WHEREAS the development of the said Project and as per the sanctioned plans the Project consists of One Building comprising of a total number of 20 Flats and 4 Flats on each Floor on the First Floor to Fifth Floor by Rajachitthi No. 04434/010121/A4471/R0/M1 dated 21/01/2021. The development is carried out by the Developer as per the sanctioned plan.

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

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

The Promoter has registered this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 at Registration No. _____ on dated. _____ with the Real Estate Regulatory

Authority, Gujarat State [Ahmedabad]. Authenticated Copy is attached as “Annexure B”. RERA 2016 is referred hereinafter in this indenture as the said “Act”.

AND WHEREAS the Allottee has applied to the Promoter for allotment of the said Property in the Project, being Flat No. situated onfloor..... of..... Block of the said Project having a Carpet Area of Sq. Feets, Equal to Sq. Meters, along with balcony having Sq. Meters, wash area of Sq. Feets, Equal to Sq. Meters and undivided proportionate area of Project Land admeasuring.....Sq. Feets, Equal to Sq. Meters.

The above areas have been calculated on the basis of unfinished wall surfaces. The Allottee has checked the calculation of the areas and is satisfied with the same and has no disputes in this regard. A car parking space within the project has also been assigned to the Allottee.

AND WHEREAS “.....” established under the provisions of, bearing registration no. dated exists for the purpose of maintenance of common areas and common amenities of the said Project and that the Allottee has agreed to become a member and abide by the rules, regulations and regulations and shall not commit a breach of the same. The occupancy rights of the undivided proportionate share of the Project Land for the said Flat shall always remain with the said society.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of this Allotment Deed and in consideration of the amount of Rs...../- (Rupees..... Only) mentioned in Annexure C and paid in the manner described in Annexure A by the Allottee to the Promoter, on or before the execution of these presents being the full consideration agreed to be paid, the receipt whereof the Promoter doth hereby admits and acknowledges and of and from the same and every part thereof forever acquit release and discharge the Allottee, the Promoter doth hereby grant, convey, transfer and assure unto the Allottee ALL THAT

property of the Flat, undivided land here ditaments and Flat more particularly described in the schedule hereunder written TOGETTHER WITH undivided right in all and singular sewers, drains, passage, common gullies, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenance whatsoever to the said Flat, Hereditaments and Flat or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed of known as part thereof and to belong or be appurtenant thereto AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Promoter or any part thereof TO HAVE AND TO HOLD all and singular the said land hereditaments and Flat hereby granted allotted transferred and assured or intended or expressed so to be with their and every of their rights, easements and appurtenances (all which are called as the said Flat already assigned hereinbefore) UNTO AND TO THE USE and benefit of the Allottee forever as fullowner.

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

1. The Promoter has constructed the said Property on the Project Land in accordance with the plans, designs and specifications approved as aforesaid by the concerned local authority.
2. The Total Consideration amount for the said flat mentioned herein above is Rs./- (Rupees.....only) (the "Allotment Consideration")
3. The "allotment consideration" above excludes taxes (consisting of tax paid or payable by Promoter by way of Goods and Service Tax ("GST") upon introduction of GST in India by the Government of India, as may be applicable on the transaction of transfer and allotment of the Flat to the Allottee(s) or, any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.
4. The Allottee has deducted TDS at 0.75% if applicable or, any other applicable rate from each and every payment being made to

the Promoter towards the allotment consideration including the basic price and other charges. Further, the Allottee assumes the responsibility of depositing the said TDS so deducted by the Allottee to the government entities as per Section 194-IA of the Income Tax Act, 1961 and agrees that in order to facilitate the Promoter in managing its taxes, the Allottee shall share the relevant proof / copy of challan of such TDS / other proof of paid applicable taxes on the consideration amount, with the Promoter as soon as the same are received at the Allottee's end.

5. The Allottee has paid to the Promoter a sum of Rs.____/- (Rupees_Only) the details of the payments received are given in Annexure "A". The Allottee has been given receipts for all the payments made by him. No claim for any payment shall be valid, save and except in respect of which the Allottee has obtained and can produce such receipts.
6., established under the provisions of Gujarat Co-Operative Society Act of 1961 bearing registration no. dated exists for the common object and purposes of the Project, and to run, operate, maintain, manage, deal with and attend to common amenities and facilities of Project. The Allottee shall become a member by purchasing shares of Rs..... each and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member of the said society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee. All the rules, regulations and decisions of the said society will be binding to the Allottee and Allottee shall honor, observe, perform, do and act in accordance therewith. The Allottee shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount or deposit as may be decided by the said society for operation and maintenance of common facilities and amenities of the Project at the end of the promoter controlled maintenance period.

7. Also, in addition to the “Allotment Consideration” mentioned hereinabove, the Allottee is also liable to pay the following amounts by way of charges or deposits:

Sr. No.	Purpose	Amount
1	Lump Sum Maintenance Deposit	Rs.
2	Monthly Recurring Maintenance Charges	Rs.

8. The Allottee shall also bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance deposit shall be transferred by the Promoter in the name of the said society. The Promoter shall not pay any interest on the aforesaid amounts. The Recurring Maintenance charges collected for the Project will be utilized by the said society for the maintenance of common amenities and up-keep of common areas and facilities of the Project. Surplus if any will be transferred to the said society without any interest. The deficit if any shall be made good by the Allottee as may be demanded by the Promoter. The Promoter hereby confirmed and declared that the promoter will look after the maintenance of the project for 2 years from the date of B. U. Permission without imposing any charge for the same from the Flat Holder and/or Society.
9. The Allottee has paid to the Promoter a proportionate sum of Rs. ___/- (Rupees ___ Only) for meeting all legal costs charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter for the cost of preparing and engrossing the allotment. At the time of registration of Deed of Allotment, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable.
10. The Allottee before execution of this Deed has satisfied himself of the following:
- (a) The carpet area of the said Flat.
 - (b) The completion and quality Construction of the said Building/Project and the said Flat.
 - (c) The fittings and fixtures installed.
 - (d) Completion and finishing of the said Flat and Project.
 - (e) The supply of water and electricity.

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

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

REPRESENTATION AND WARRANTIES OF THE PROMOTER

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

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

(b) The Promoter/owners have a clear and marketable title of owner with respect to the Project Land; as declared in the title report and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.

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

(d) There are no encumbrances upon the Project Land except those disclosed in the Title Report and Encumbrance Certificate.

(e) There are no litigations pending before any Court of law or

any other forum with respect to the Project Land or Project except those disclosed in the Title Report.

- (f)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law.
- (g)** The Promoter has the right to execute this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially beaffected.
- (h)** The Promoter has not entered into any agreement for allotment and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project except those disclosed in the Title Report and the said Flat which will, in any manner, affect the rights of Allottee under this Deed.
- (i)** The Promoter confirms that he is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Deed.
- (j)** At the time of execution of the Allotment Deed the Promoter shall handover lawful, vacant, peaceful, occupancy rights of the common areas of the structure to the said owners.
- (k)** The Promoter has duly paid discharged undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities.
- (l)** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been

received or served upon the Promoters in respect of the Project Land and/or the Project except those disclosed in the Title Report.

(m) The Promoter has developed the said Project with the common amenities and facilities listed in the Schedule E attached with this Deed.

(n) The amounts paid by the Allottee to the Promoters as contribution towards the outgoings shall remain with the Promoters. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Promoters to the said society at the end of the Promoter controlled maintenance period.

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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

(a) To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken 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 said society.

(b) Not to 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.

- (c) To carry out at his 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 by the Promoter 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.
- (d) Not to 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 tenable 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, Partis or other structural members in the flat without the prior written permission of the Promoter and/or the said society.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Common Area and the building in which the Flat is situated.

- (g) 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 for giving water, electricity or any other service connection to the building in which the Flat is situated.
- (h) 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.
- (i) 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 Flat without the consent of the said **society**
- a. The Allottee shall give 30 days prior notice in writing to the said society about his intention to sell the said Flat informing about the transferee and shall obtain No Objection Letter from the said society prior to allotment which shall not be unreasonably withheld by the said society
 - b. The Allottee shall pay Transfer Fees as per by laws.
 - c. Declaration cum Indemnity Bond to be obtained from transferee ensuring that all terms and conditions, otherwise binding to the Allottee shall also be binding to the transferee.
- (j) It is hereby agreed that the Allottee shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate and/or on the exterior side of the development to be planned and/or in the open areas of the Project Land hereto or any part of the building / Project except whatever is provided by the Promoter, without the written consent of Promoter. The size, colour and place of the Board/signage (if any) shall be decided by the Promoter. The Allottee shall not put air conditioning flats (indoor and / or outdoor) except as per the system approved by the Promoter.
- (k) The Allottee shall observe and perform all the rules and

regulations which the said society prescribe 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the said society regarding the occupancy and use of the Flat 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 and the rules and regulation of the said society.

- (l) 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.
- (m) On or before delivery of possession of the Said Flat pay to the Promoters, the Balance Allotment Consideration, proportionate share of taxes, any other charges as decided by the Promoters, the amount towards advance maintenance, share money, legal charges, society admission fee, as fixed by the Promoters and such amounts agreed upon.
- (n) Pay the applicable stamp duty, registration charges Legal/Advocate charges and other incidental expenses payable, at the time of registration of this Allotment Deed.
- (o) The Allottee shall use the said Flat or any part thereof or permit the same to be used only for purpose of residential/commercial and shall not use any other purposes(s) whatsoever. The Allottee shall use the allotted parking space only for purpose of keeping or parking his vehicle.

- (p) Confirm/declare that he has agreed to purchase the said Flat after due verification of all the relevant aspects and has satisfied himself in this regard. The decision to purchase the said Flat in the phase out of his own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Deed.
- (q) The Allottee agrees and undertakes that the Promoters shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Flat and/or Car Park(s) by concerned authorities due to non-payment by the Allottee or any other Flat Allottee of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.
- (r) Nothing contained in this Deed is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Project Land and the said Building or any part thereof. The Allottee hereby agree that the Allottee shall have no claim, any rights, title, interest save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the same is transferred as herein before mentioned.
- (s) The Allottee hereby acknowledges that even after the said society has been formed with respect to the said Project, the Promoter shall be entitled to allot or in any other manner transfer the un-sold flats in the said Project to any Second Party on such terms and conditions as it may deem fit and such Allottee/Transferee of un-sold flats shall be titled to become member of the said society and use all common areas and facilities in the Project at par with other flat

Allottees/Occupiers.

OBLIGATIONS OF ALLOTTEE WHO IS A NON-RESIDENT OF INDIA

14. The Allottee if a resident outside India shall be solely responsible to comply with the provision of the Foreign Exchange Management Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/or all other statutory provisions as laid down and notified by Government of India or concerned statutory authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.
15. For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.
16. The Promoter shall not be responsible towards any third-party making payment/remittance on behalf of the Allottee and such Second Party shall not have any right in the said Flat in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

GENERAL COVENANTS

17. It be and hereby agreed that upon receipt of the occupancy certificate or completion certificate or Building Use permission or any other certificate by whatever name called of similar nature it shall be deemed that the Promoter has complied with all such terms, conditions, stipulations and restrictions.
18. Allottee be and hereby declares and affirm that this Allotment Deed is executed after complete checking, inspection and verification of compliance made by the Promoter as regards all the requirements of the said Act and rules made thereunder. Allottee be and hereby warrants and assures that no objection of whatsoever nature shall be raised by the Allottee or any other person acting for and on behalf of the Allottee against the Promoter in respect of compliances made by the Promoter as regards all the requirements of the said Act and rules made

thereunder.

19. Notwithstanding anything contained anywhere, the Promoter shall not be liable to refund and the Allottee shall not be entitled to receive any amount representing the good and services tax / service tax actually paid by the Promoter to the account of the appropriate authority out of the amount received/receivable from the Allottee save and except due to amendment in the concerned act/rules.
20. Structural Defect cannot be claimed (A) if the cause of any such defect is not attributable to the Promoter or are beyond the control of the Promoter; or (B) In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or (C) Promoter shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or (D) In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Allottee and to honor such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said flat/building, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Allottee/Society, The Promoter shall not be responsible for any defects occurring due to the same.; or (E) If the Allottee has defaulted in any of its representations or covenants or warranties as mentioned in the Agreement; (F) The Said Society or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Promoter; (G) The Allottee has carried out any alterations of any nature in the said Flat which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, etc. If any of such work/s is/are carried out, then the defect liability shall automatically become void.

21. The parties to this deed agree that the Draft Sale Deed submitted before GUJRERA at the time of registration is a model form of Deed, which may be modified and adapted in each case having regard to the facts and circumstances of that respective case and as mutually agreed between the parties and hence there may be some modifications in this Deed. The Parties hereby agree and acknowledge this fact and shall not raise any dispute regarding the same before any Authority(s).
22. Notwithstanding anything contained anywhere, the parties hereto shall not be precluded from the waiver of any of their rights vested by this Deed at any point in time by way of mutual consent of each other.
23. The Allottee has fully understood the calculation of Carpet area as per RERA and the said calculation is also verified through their Engineer or Consultant and in future the Allottee will not raise any dispute or query regarding the Carpet area as per RERA.
24. This clauses and conditions shall be binding on the Allottee, (in case of individual) his heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its coparceners as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, successors and assigns and/or any Second Party having or contemplating to have in future any charge or interest on the said Flat and/or on the construction thereupon, in part and/or as a whole.
25. Subject to the provisions of this Deed and except express covenants, declarations and warranties, the parties agree that no failure or delay by any of the parties in exercising any right or remedy provided by the Act or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or

variation of its or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

STRUCTURAL DEFECT LIABILITY

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

27. It is hereby expressly agreed by the Allottee that before claiming any Structural Defect liability on the part of the Promoter, it shall be mandatory to appoint an expert that is Jointly Nominated by the Allottee, Promoter and/or formed Service Society who shall further submit a detailed report of the defect (if any) on account of workmanship, quality or provision of service structure or the Flat along with its rectification and time required to resolve the defect (if any). If the Promoter fails to comply within the time limit provided, thereafter only the Allottee can refer to the competent Authority.

GENERAL REPRESENTATION AND WARRANTIES

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

- (a) it has power to execute, deliver and perform its obligations under this Deed and all necessary corporate, shareholder and/or any other required sanction, if applicable, have been taken to authorize such execution, delivery and

- performance;
- (b) this deed constitutes its legal, valid and binding obligation, enforceable in accordance with it terms;
 - (c) the execution, delivery and performance of its obligations under this Deed does not and will not:
 - (d) contravene any law, regulation or order of any Government or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - (e) conflict with or result in any breach or default under any Deed, instrument, regulation, license or authorization binding upon it or any of its assets.

PROVISIONS OF THIS DEED APPLICABLE TO ALLOTTEE/ SUBSEQUENT TRANSFEREES

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

SEVERABILITY

30. 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.

FURTHER ASSURANCES

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

transferred hereunder or pursuant to any such transaction.

PLACE OF EXECUTION

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

JOINT ALLOTTEES

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

STAMP DUTY AND REGISTRATION

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

DISPUTE RESOLUTION

35. Any dispute between parties shall be settled amicably. If such dispute cannot be settled within 30 (Thirty) days by mutual discussion, then the Parties shall first refer the dispute to arbitration under the provisions of Arbitration and Conciliation Act, 1996 as statutorily amended from time to time by appointment of Sole Arbitrator mutually appointed by the Parties. The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

36. In case of failure to settle the dispute amicably or through Arbitration, it shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development)

Act, 2016, Rules and Regulations, thereunder.

GOVERNING LAW

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED
The Land Owner/ First Party:

(1) BHARTIBEN MAHENDRAKUMAR THAKER

(2) HEENABEN SUDHAKAR PATEL

(3.1) SUSHILABEN HILAL SHAH

(3.2) RAJNIKANTHIRALAL BHAGATWALA

(4) MADHUBEN BALDEV DAS PATEL

(5.1) KUMUDBEN NANDLAL DAVE

(5.2) REKHABEN NANDLAL DAVE

(5.3) SIMABEN NANDLAL DAVE

(6) NIMESH MAHENDRABHAI DALAL

(7) SUREKHABEN NIRENBHAI SHAH

(8.1) CHINTAN NIMESHBHAI DALAL

(8.2) KINJAL CHINTAN DALAL

POA MAYABEN NIMESHBHAI DALAL

(9.1) GITABEN RAJNIKANT TIRGHODA WD/O BHOGILAL

(9.2) JALPABEN RAJNIKANT TIRGHODA

(10) RANJANBEN GAJENDRABHAI

(11) MEENABEN JUGAL KISHORE

(12.1) PRAGNABEN NALINBHAI PARIKH

(12.2) DHAVAL NALINBHAI PARIKH

(12.3) HEMALI NALINBHAI PARIKH

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/Second Party: (including joint buyers)

1. _____

2. _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter /Confirming Party/ Third Party:

M/S. RUSHIKESH REALTY PVT. LTD.,

Represented through its Managing Director:

MansukhbhaiAmbabhaiPokad.

(Managing Director)

WITNESSES

1. Name

Signature

1. Name

Signature.

SCHEDULE A

Description of Project Land

All that piece and parcel of Non-Agricultural land bearing Final Plot No. 734 Paiki, Town Planning Scheme No. 3 of Mouje-Chhadawad (Madalpur), Taluka: Sabarmati, in the Registration District and Sub District Ahmedabad – 3 (Memnagar).

SCHEDULE B

Description of Flat

Flat No. situated on floor _____ of _____ Block of the said Project

having a Carpet area of _____ square feet, equal to square meters; along with balcony having square feet equal to square meter, wash area of square feet equal to square meter and undivided proportionate area of Project Land admeasuring.....square feet equal to square meters and bounded as follows:

East :

West :

North:

South:

SCHEDULE C

Proposed Layout of the Project

SCHEDULE D

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

SCHEDULE E

(Common amenities for the Project)

ANNEXURE A

Details of Payment

Total Allotment Consideration

As per mutual understanding the Allottee has paid total consideration amount of Rs.____/-[Rupees_____Only] to the Promoter as per following details:

Rs.-----/- [Rupees Only] by cheque No... dated
..... drawn on Bank,

Rs.-----/- [Rupees Only] by cheque No... dated
..... drawn on Bank,

Rs.-----/- [Rupees Only] by cheque No... dated
..... drawn on Bank,

Rs.-----/- [Rupees Only] payment of T.D.S. @% by Vendor.

Rs.-----/- [Rupees Only] payment of T.D.S. @% by Developer.

=====

Rs.-----/- [Rupees Only]

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(Note- The abovementioned schedule is only a model form of schedule, which may be modified and adapted in each case having regard to the facts, circumstances and terms of booking agreed between the Promoter and Allottee.)

ANNEXURE B

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

ANNEXURE C

Total Aggregate Allotment Consideration

Sr.No	Purpose	Amount
1	Allotment Consideration of the Flat	Rs.
2	Applicable Taxes	Rs.
3	Lump Sum Maintenance Deposit	Rs.
4	Recurring Maintenance Charges	Rs.
5	Stamp Duty & Registration Charges	Rs.

