

ALLOTMENT- CUM - TRANSFER DEED OF **SHOP / OFFICE** BEARING NO.
____, ON THE **GROUND / FIRST / SECOND** FLOOR ON PLOT NO.12, IN
SECTOR NO.8, SITUATED AT GANDHIDHAM - KACHCHH FOR RS.

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THIS ALLOTMENT- CUM – TRANSFER DEED made, entered into and concluded on this the _____ day in the month of _____, 2017, at Gandhidham - Kachchh.

B E T W E E N :

GOLDENHUB BUILDSPACE PRIVATE LTD., (Pan No. AAGCG8254K) A Private Limited Company Incorporated under the Companies Act, 1956 (No.1 of 1956) having its registered office at :: Plot No.78, First Floor, Sector No.1-A, Gandhidham-Kutch; Through its Directors :: (i) SHRI MAHESHKUMAR RAMJEEVAN PODDAR, an Indian, adult age about 54 years, Occupation Business and residing at Plot No.48, Sector No.2, Gandhidham-Kutch;

(ii) SHRI PARESH GANGJI SHETH, an Indian, adult age about 41 years, Occupation Business and residing at Plot No.177, Ward No.12-C, Lilashah Nagar, Gandhidham-Kutch; &

(iii) SHRI PRAKASH SUNDERLAL GUPTA, an Indian, adult age about 48 years, occupation Business and residing at Plot No.110, Ward No.12-B, Gandhidham-Kutch hereinafter referred to as the " TRANSFEROR " (Which expression shall unless repugnant to the context of meaning thereof include its successors, assignees, executors, administrators and legal representatives) of the FIRST PART ;

A N D :

SHRI / SMT. _____, an Indian, adult, aged about _____ years, Occupation: _____, resident of _____, Address : _____

hereinafter referred to as the " TRANSFEREE ", (which expression shall unless repugnant to the context or meaning thereof include its / his / her heirs, executors, administrators and legal representatives) of the SECOND PART ;

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WHEREAS the TRANSFEROR is the sub lessee in respect of a Plot of land, admeasuring about 2078.78 Sq. Yards i.e. 1738.11 Sq. Mtrs. or thereabouts and known and described as Plot No.12, Sector No.8, at Gandhidham-Kutch hereinafter referred to as the "SAID PLOT" for the sake of brevity.

WHEREAS THE ABOVE SAID PLOT was First leased out by the Lessor i.e. The Board of Trustees of Kandla Port Trust to Shri Khushal Vora S/o Laxmichand Vora, of Mumbai under the Lease Deed dated 28.01.1967 for a period of 99 years commencing from 28.10.1963, subject to the covenants and conditions contained in the said Lease Deed duly registered with the Sub-Registrar, Anjar-Kutch under the provisions of Indian Registration Act-1908 and which Lease Deed is duly registered in the office of the Sub Registrar, Anjar-Kutch, at Registered No. 924 at pages 197 to 200 Volume No.70 of Book No. Add. I Dated 10.08.1969.

WHEREAS THE above said 99 years Lease Deed contained the terms conditions of the lease granted in respect of the Said Plot to the lessee Shri Khushal Vora S/o Laxmichand Vora, and he had paid the Development Charges amounting to Rs. 25,257=18 Paise. to the lessor in twenty equated annual installments each installment being Rs.1818=52paise (All the 20 instalments of development charges have been already fully paid) and also to pay the Ground Rent of Rs. 631=43 Ps. payable each year and payable by the 28th October of each year for a term of 99 years subject to covenants and conditions contained in the said Lease Deed and whereas the said Shri Khushal Vora S/o Laxmichand Vora, was also taken over the physical possession of the Said Plot by the said Lessor.

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AND WHEREAS Shri Khushal Vora S/o Laxmichand Vora of Mumbai Through his Attorney holder Shri Rameshchandra Nanalal Doshi, after obtaining prior written permission of Kandla Port Trust issued by the Kandla Port Trust, as required under the provisions of the said Lease Deed, executed by the said lessor, gave the said Plot and also transferred his leasehold rights in respect of the said plot of land to Smt. Shakuntalaben W/O Gunvantlal Narbheram Thakker, Shri Hasmukhlal S/O Gunvantlal Narbheram Thakker and Shri Vasantlal S/O Gunvantlal Narbheram Thakker, and the Transfer Deed for the same was duly executed by Shri Khushal Vora S/o Laxmichand Vora through his duly constituted Attorney Shri Rameshchandra Nanalal Doshi in favour of Smt. Shakuntalaben W/O Gunvantlal Narbheram Thakker, Shri Hasmukhlal S/O Gunvantlal Narbheram Thakker and Shri Vasantlal S/O Gunvantlal Narbheram Thakker, and which Transfer Deed was duly registered in the Office of the Sub - Registrar, Anjar, at Registered No. 296 at pages 21 to 32 Volume No. 294 of Book No. Add. 1 Dated 06.04.1981. Shri Khushal Vora S/o Laxmichand Vora of Mumbai Through his Attorney holder Shri Rameshchandra Nanalal Doshi, has also handed over the vacant and peaceful possession of the said plot to Smt. Shakuntalaben W/O Gunvantlal Narbheram Thakker, Shri Hasmukhlal S/O Gunvantlal Narbheram Thakker and Shri Vasantlal S/O Gunvantlal Narbheram Thakker. And whereas the Kandla Port Trust have also mutated the above Said Plot in favour of Smt. Shakuntalaben W/O Gunvantlal Narbheram Thakker, Shri Hasmukhlal S/O Gunvantlal Narbheram Thakker and Shri Vasantlal S/O Gunvantlal Narbheram Thakker.

AND WHEREAS; due to unfortunate death of Shri Hasmukhlal Gunvantlal Thakker, the said Plot of Land mutated in the joint names of Late Smt. Shakuntalaben W/O Gunvantlal Narbheram Thakker, Shri Vasantlal S/O Gunvantlal Narbheram Thakker and Smt. Alkaben Hasmukhlal Thakker being widow and legal heir of Late Hasmukhlal G. Thakker, Vide Mutation Letter No. ES/LD/1335/2366 Dated : 09.09.2014 received from the Deputy Secretary (Estate) Kandla Port Trust, Gandhidham-Kutch.

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AND WHEREAS; due to unfortunate death of Smt. Shakuntalal Gunvantlal Thakker, the said Plot of Land mutated in the joint names of Shri Vasantlal Gunvantlal Thakker (2/3rd Share) and Smt. Alkaben Hasmukhlal Thakker (1/3rd Share) Vide Mutation Letter No. ES/LD/1335/9002 Dated : 03.06.2017 received from the Deputy Secretary (Estate) Kandla Port Trust, Gandhidham-Kutch.

AND WHEREAS Smt. Shakuntalaben W/O Gunvantlal Narbheram Thakker, Shri Hasmukhlal S/O Gunvantlal Narbheram Thakker and Shri Vasantlal S/O Gunvantlal Narbheram Thakker, after obtaining prior written permission of Kandla Port Trust issued by the Kandla Port Trust, as required under the provisions of the said Lease Deed, executed by the said lessor, gave the said Plot and also transferred his leasehold rights in respect of the said plot of land to the said TRANSFEROR i.e. the said Company and the Transfer Deed for the same was duly executed by Smt. Shakuntalaben W/O Gunvantlal Narbheram Thakker, Shri Hasmukhlal S/O Gunvantlal Narbheram Thakker and Shri Vasantlal S/O Gunvantlal Narbheram Thakker, in favour of the said TRANSFEROR and which Transfer Deed was duly registered in the Office of the Sub - Registrar, Gandhidham, at Registered No.4186 of Book No. 1 Dated : 29.09.2017.

WHEREAS the Transferee i.e. _____ is also a member and shareholder of GOLDENHUB BUILDSPACE PRIVATE LTD., the Transferor having 1 share of 10=00 (Rupees Ten only) bearing share certificate No._____, dated _____ - hereinafter referred to as the "said shares" for the sake of brevity.

WHEREAS the TRANSFEROR i.e. GOLDENHUB BUILDSPACE PRIVATE LTD., has allotted the Shops on Ground Floor, offices on the First and Second Floor and open Terrace to its members and shareholders individually for their own use and benefit. As per the policy adopted by the Society and unanimously agreed to by all the members and shareholders of the society.

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WHEREAS the Transferor has constructed and built a **Shop / Office** No._____, **Ground / First / Second** Floor, bearing **Shop / Office** No. _____, on Plot No. 12, in Sector No.8, situated at Gandhidham.

WHEREAS the said Transferor has allotted to the Transferee the **Shop / Office** on the **Ground / First / Second** Floor, bearing **Shop / Office** No. _____, on Plot No. 12, in Sector No.8, situated at Gandhidham - Kachchh, in the Multi storied building, having super built up area of _____ Sq. feet i.e. _____ Sq. Metres or thereabouts, including the built up area of _____ Sq. feet i.e. _____ Sq. Metres or thereabouts, hereinafter referred to as the "Said **Shop/Office**" for the sake of brevity.

WHEREAS the Transferee has paid all the dues, instalments, membership fees, cost of construction etc. payable to the Society upto date hereof. And nothing is outstanding as on to-day. And the Society has also issued No Dues Certificate for the same to the Transferee.

AND WHEREAS the Transferor has agreed and hereby agrees with the Transferee for transfer-conveyance-assignment-grant and sale of the said **Shop / Office** bearing **Shop/Office** No. _____, on the **Ground / First / Second** Floor, on Plot No. 12, in Sector No.8, at Gandhidham - Kachchh, in the said Society, and the said **Shop / Office** described in the schedule hereto unto **it / him / her**, the Transferee for the consideration amount of Rs. _____ (Rupees _____ only).

AND WHEREAS the Transferor has consequent upon the writing of these presents already received the abovesaid sum of Rs. _____ (Rupees _____ only) from the Transferee before the execution of these presents.

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NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. WHEREAS in consideration of the sum of Rs. _____ (Rupees _____ only), which sum has been paid by the Transferee to the Transferor before the execution of these presents. The receipt whereof the Transferor hereby admits and acknowledges.

2. WHEREAS the Transferor hereby transfers, conveys, assigns, grants and sells unto the Transferee the said **Shop / Office** bearing No. _____, on the **Ground / First / Second** Floor, on Plot No. 12, in Sector No.8, at Gandhidham, more particularly described in the schedule here below together with all the ways, passages, privileges, amenities, demands, claims, profits, issues, rents, lease renewal option etc. And that the said **Shop / Office** is FREE FROM ALL CHARGES AND ENCUMBRANCES OF WHATSOEVER NATURE TO HOLD the same unto the Transferee for ever subject henceforth to the payment by the Transferee of the membership dues and instalments, if any, reserved by and to the performance and observance by the Transferee of the covenants and conditions on the part of the member as contained in the rules and regulations of the Society.

3. WHEREAS THE TRANSFEROR HEREBY COVENANTS WITH THE TRANSFEE AS FOLLOWS :-

i) THAT the dues, installments, if payable, and the covenants and conditions reserved and contained have, on the part of the Transferor, been duly paid, observed and performed by the Transferor upto the date hereof to the concerned authorities and that the Transferor has done nothing to incur forfeiture of or to invalidate the lease of the said Plot.

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ii) THAT the **Shop / Office** hereby sold, transferred, assigned and conveyed shall be entered into and upon and held and enjoyed by the Transferee without any let, hindrance, interruption or disturbance by the Transferor or any other person(s) claiming through or in trust for it.

iii) THAT the Transferor will at the cost and expenses of the person(s) requiring the same will execute and do every such assurance or thing for further and more perfectly assuring and assigning the said **Shop / Office** unto the Transferee, **its / his / her** heirs, successors, assignees, executors, administrators and legal representatives as by **it / him / her** may be reasonably required.

4. WHEREAS THE TRANSFeree hereby agreed to pay the proportionate maintenance charges of entire building, known and described as "RATNAKALA", constructed on Plot No. 12, in Sector No.8, at Gandhidham at the rate of Rs. _____ (Rupees _____ only) per Sq. feet of the super built-up area of the **Shop / Office**. This monthly maintenance charges are to be paid in advance for one financial year to the Society. This monthly maintenance charges includes the expenditure towards the common lightning, watchmen's salary, lift charges, and payment of Govt. of Gujarat cess, or any other authority, drinking water charges on the Quantum of water supplied by the Gandhidham Municipality, or managed by the Society privately, cleaning of the lavatory and common area. This maintenance charge are to be calculated as per the super built - up area of the **Shop / Office** . The maintenance charges are subject to revision from time to time, as per the decision of the Managing Committee of the Society.

5. WHEREAS THE TRANSFeree HEREBY COVENANTS WITH THE TRANSFEROR AS FOLLOWS:-

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(FIRSTLY) That the Transferee , will at all times hereafter during the subsistence of the said membership-cum-ownership be answerable for and observe and perform all the covenants and conditions contained in the rules and regulations of the said Society on the part of the member-owner to be observed and performed.

(SECONDLY) that the Transferee will always hereafter keep the Transferor indemnified and harmless from and against the payment of the dues and the installments, if payable, and the observance and performance of the rules and regulations of the Society and all actions, claims and demands whatsoever for or on account of the same or in any way relating thereto.

(THIRDLY) That the Transferee will hereafter pay the proportionate share of the yearly ground rent of Plot No. 231, in Ward 12 - B, at Gandhidham to the Society, the Transferor.

(FOURTHLY) That the Transferee will hereafter pay the monthly maintenance charge in advance for the one financial year to the Transferor, which maintenance charge are subject to the revision from time to time as per the decision of the Managing Committee of the society

6. WHEREAS the Transferor has handedover the said **Shop / Office** bearing No._____, on the **Ground / First / Second** Floor, on Plot No. 12, in Sector No.8, at Gandhidham to the Transferee who shall henceforth be the absolute owner of the Said **Shop / Office**, by virtue of being the member and shareholder of the said Society.

7. WHEREAS THE TRANSFEEEE HEREBY COVENANTS WITH THE TRANSFEROR AS FOLLOWS :-

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- A) That the Transferee shall not make any additions or alterations in the aforesaid **Shop / Office** and **it / he / she** shall not do any such actions or things which may cause damage and / or weaken the entire building structure on Plot No. 12, in Sector No.8, at Gandhidham – Kachchh.
- B) That the Transferee shall not keep any hazardous goods in **its / his / her Shop/ Office**.
- C) That the Transferee shall not keep or use the heavy machinery in **its / his / her Shop /Office**.

8. WHEREAS in case the Transferee propose to make any additions and / or alterations in the original plan **it / he / she** shall have to take prior permission of the Society in writing and **it / she / he** shall have to take the prior permission of the Gandhidham Development Authority also in the name of the Society.

9. WHEREAS THE TRANSFEE HEREBY FURTHER COVENANTS WITH THE TRANSFEROR AS FOLLOWS :-

THAT the Transferee shall not transfer, sell, assign, mortgage or part with abovesaid **Shop / Office** without obtaining the prior written permission from the Transferor i.e. RATNAKALA COMMERCIAL CO-OPERATIVE SOCIETY LIMITED as per the prevailing rules & regulations of the Transferor i.e. the RATNAKALA COMMERCIAL CO-OPERATIVE SOCIETY LIMITED in this regard.

10. PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give the fullest possible scope and effect to any contract(s) or covenant (s) herein contained and or those contained in the rules and regulations of the said Society. The

expression the “TRANSFEROR” and the “TRANSFeree” used in these presents shall unless repugnant to the context or meaning thereof include their respective **successors, assignees,** heirs, executors, administrators and legal representatives.

11. THE SCHEDULE OF PLOT :

The Surroundings of Plot No. 12, in Sector No.8, at Gandhidham on which the said **Shop / Office** bearing No. _____ on the **Ground / First / Second** Floor is situated are as follows that is to say :-

SURROUNDED ON NORTH BY : PLOT NO.13

SURROUNDED ON SOUTH BY : PLOT NO.11

SURROUNDED ON EAST BY : PLOT NO.06

SURROUNDED ON WEST BY : 80' WIDE ROAD

12) THE SCHEDULE OF **SHOP / OFFICE** :

THE **Shop / Office** constructed in the year _____, having built up area about _____ Sq. feet i.e. _____ Sq. meters or thereabouts on the **Ground / First / Second** Floor, for **Shop / Office**, bearing **Shop / Office** No. _____ on Plot No.12 in Sector No.8, situated at Gandhidham in Registration Sub-District of Gandhidham, Registration District of Kachchh, in Gujarat State and bounded as follows that is to say:

BOUNDED ON NORTH BY :

BOUNDED ON SOUTH BY :

BOUNDED ON EAST BY :

BOUNDED ON WEST BY :

NO ERROR, nor mis-statement nor omission in the description of the said **Shop / Office** shall annul this ALLOTMENT- CUM – TRANSFER DEED.

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IN WITNESS WHEREOF **both / all** the parties hereto have set and subscribed their respective signatures unto this Allotment – Cum - Transfer Deed on the date and place mentioned hereinabove.

WITNESSES

1.

GOLDENHUB BUILDSPACE PRIVATE
LTD., -- THROUGH ITS DIRECTOR --
SHRI MAHESHKUMAR RAMJEEVAN
PODDAR
i.e. THE TRANSFEROR

GOLDENHUB BUILDSPACE PRIVATE
LTD., -- THROUGH ITS DIRECTOR --
SHRI PARESH GANGJI SHETH.
i.e. THE TRANSFEROR

GOLDENHUB BUILDSPACE PRIVATE
LTD., -- THROUGH ITS DIRECTOR --
SHRI PRAKASH SUNDERLAL GUPTA
i.e. THE TRANSFEROR

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i.e. THE TRANSFEREE.