

“ SAHITYA INDUSTRIAL PARK ”

THE VENDOR
[BALAJI CORPORATION]

[]

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NR. BHAKTI CIRCLE, OFF. S. P. RING ROAD,
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FOR, BALAJI CORPORATION

PARTNER

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE (hereinafter referred to as the
"Conveyance Deed") is made at Ahmedabad this day of JUNE - 2018.

BETWEEN

BALAJI CORPORATION [PAN : A A S F B 5 2 1 1 C] a
partnership firm incorporated under the provision of the Indian Partnership
Act, having its office S/539-541, Vishala Suprim, Opp. Torrent Substation,
Sardar Patel Ring Road, Nikol, Ahmedabad., represented through its partner
NAYAN BABUBHAI PATEL aged 28 years, Religion Hindu, Occupation
Business, hereinafter referred to as the "Owner-Developer" or 'Promoter'
(which expression shall unless it be repugnant to the context or meaning
thereof be deemed to include its partners as at present and from time to time
and their heirs and legal representatives of the last surviving partner) of the
First Part.

FOR, BALAJI CORPORATION

5/21/18, 4/4/21
PARTNER

AND

_____ [PAN : _____]

Aged about : _____ years, Occupation : _____, Hindu by Religion,

Residing at : _____

_____, hereinafter referred to as the "Allottee"

or "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its legal representatives, executors, successors and permitted assigns) of the **Second Part**.

For the sake of convenience, the Owner-Developer and the Allottee shall be hereinafter collectively referred to as the **Parties** and individually as **Party**.

WHEREAS

- A. The Owner-Developer is seized and possessed of or otherwise well and sufficiently entitled to all that Non Agricultural land for Multipurpose use admeasuring 5,342 sq.mtrs., eastern side out of 8,164 sq.mtrs., of bearing Final Plot No. (88+89)/4, of draft Town Planning Scheme No. 111, Survey No. 43/4 admeasuring 13,608 sq.mtrs or thereabouts situate lying and being at Mouje : Nikol, Taluka : Asarwa in the Registration District of Ahmedabad and Sub District of Ahmedabad – 12 (Nikol). (hereinafter referred to as the "**Said Land**" and as more particularly set out in **Schedule** hereunder written)
- B. The District Collector, Collector had been granted a Non Agriculture permission for multipurpose use to land admeasuring 8,164 sq.mtrs., of bearing Final Plot No. (88+89)/4, of draft Town Planning Scheme No. 111, Survey No. 43/4 admeasuring 13,608 sq.mtrs or thereabouts situate lying and being at Mouje : Nikol, Taluka : Asarwa in the Registration District of Ahmedabad and Sub District of Ahmedabad – 12 (Nikol) vide his order No. ACB / TNC / 3 / TATKAL / N. A./ NIKOL – BLOCK 43/2 + 43/4 / S.R. 379 / ARAJI NO. 218390/2017 dated 31/01/2018 and entry to that effect in revenue record by mutation entry no. 12731 dated 27/03/2018, which is certified dated ----- (hereinafter referred to as the "**N A Permission**") in accordance with the terms and conditions set out therein.

FOR, BALAJI CORPORATION

07/01/2018

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- C. By virtue of a Deed of Conveyance dated registered sale deed which is registered with Sub Registrar Ahmedabad – 12 (Nikol) registered under serial No. 7029/2018 dated 13/04/2018 and entry to that effect in revenue record of right vide mutation entry no. 1274 dated 17/04/2018, which is duly certified **dated**_____.
- D. The Owner-Developer has promoted a residential project known as **“SAHITYA INDUSTRIAL PARK”** to be developed on the said Land for Industrial purpose i.e. Industrial Shed (hereinafter referred to as the **“said Building”**) along with the development of various common facilities, parking area and all other common amenities to be developed in the common areas of the said Land and the said Building (hereinafter referred to as the **“Common Areas and Amenities”**). The development of the said Building and Common Areas and Amenities on the said Land shall be hereinafter referred to as the **“said Project”**
- E. The Ahmedabad Municipal Corporation (**“AMC”**) has approved the proposed development plans of the said land for Project to making construction for Industrial Shed on the aforesaid Land are sanctioned by Ahmedabad Municipal Corporation by issuing below stated Cases and **Rajachitthi dated 19/03/2018**. (hereinafter referred to as the **“Approved Plans”**) and the permission to commence the construction of the aforesaid Project on the said Land was given by the AMC for **Block : B** CASE No. BLNTI/EZ/030118/CGDCR/A0358 /R0/M1, Rajachitthi No. 0433/ 030118/ A0358/ R0/M1, **Block : C** CASE No. BLNTI/EZ/030118/A0359/R0/M1, Rajachitthi No. 0434/030118/A0359/R0/M1, **Block : D** CASE No. BLNTI/EZ/030118/A0360/R0/M1, Rajachitthi No. 0435/030118/A0360/R0/M1, (hereinafter referred to as the **“Commencement Certificate”**).

For the sake of convenience and reference in this Conveyance Deed :

- i. The Said Land where the Said Project will developed ii) the stair cases, and lift lobbies, fire escapes, common entrances and exits of buildings, common basements, common parks, open parking areas, common storage spaces, management office, watch rooms, security cabins, electricity rooms, gas service area, water tanks, sanitation, system for water conservation, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all facilities as provided in the said Project shall be referred to as the **“Common Areas”**:

FOR, BALAJI CORPORATION

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PARTNER

- ii. The facilities provided in the Common Areas and to be used in undivided form collectively by the Allottee in the Project (as more particularly described in the **Schedule** herewith)
- F. In pursuance to the aforesaid, the Promoter herein is in absolute ownership and possession of the Project Land and legally entitled to develop the Project and also enter into the Agreements to Sell, Conveyance, transfer Deed in relation to the sale of residential units in the Project in favor of the Allottee and receive the sale consideration in respect thereof.
- G. The Allottee herein approached the Promoter herein with the intent to purchase a Commercial unit in the said Project and in pursuance to the discussion held amongst the Parties, the Promoter has agreed to allot/sale and the Allottee has agreed to purchase **SHED NO. _____** having carpet area of _____ **sq.mtrs.**, on **GROUND FLOOR** of **BLOCK-_____** (As per the Plan approved by the A.M.C.) of the said scheme "**SAHITYA INDUSTRIAL PARK**" together with undivided share in the land admeasuring _____ **square meters.**, (hereinafter referred to as the "**SAID SHED**") and the Common Facilities as well as the rights to use the said Common Facilities with all the other Allottees in the Project.
- H. The carpet area of the said Unit as set out above. "carpet area" means the net usable area of an said Unit, excluding the area covered by the external walls and areas under services shafts but includes the area covered by the internal partition walls of the said Unit.
- I. Pursuant to the above Promoter has issued letter of allotment in respect of the Said Flat to the Allottee and upon payment of the amount equivalent to 10% or thereabout as well as additional amount of earnest money by the Allottee to the Promoter, the Promoter has agreed to sell the Said Flat to the Allottee for a consideration of the **Rs. _____/- (Rupees _____ Only)** (the said consideration including the proportionate price of the common areas and facilities and Undivided Proportionate Share, hereinafter referred to as the **Sale Consideration**).

FOR, BALAJI CORPORATION

6/4/24

PARTNER

For the sake of convenience and reference in this Deed of Conveyance:

The Said Flat and the Undivided Proportionate Share as well as the Common Facilities and right to use it shall be collectively referred to as the "said Property"; the said Property is more particularly described in the **Third Schedule** hereunder written.

- J. The Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Gujarat Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "the said Rules") made thereunder and the Allottee is satisfied in respect of the same;
- K. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of revenue records/city survey records showing the nature of the title of the Promoter to the Project Land on which the said Project is developed or to be developed have also been inspected by the Allottee and is satisfied in respect of the same.
- L. The Promoter has submitted the Project for registration with the Real Estate Regulatory Authority (RERA) as per the provisions of the Said Act and the Said Rules and pursuant to the same the Project has been registered with RERA under Reference / Order / No. _____ dated _____. (Copy of Registration Certificate is annexed herewith at **Annexure-A**)
- M. The authenticated copies of the Approved Plans of the Layout as approved by the Ahmedabad Municipal Corporation, the authenticated copies of the plans and specifications of the Said Flat agreed to be purchased by the Allottee and the authenticated copies of the layout and floor plans as proposed by the Promoter and according to which the construction of the projects and Common Areas are proposed to be provided for in the said Project has been inspected by the Allottee.

FOR, BALAJI CORPORATION

Signature

PARTNER

- N. The Promoter has undertaken the development of the Project as per the Approved Plans and has completed the construction of the said Building and other development works of the said Project; and pursuant to the same AMC has issued Occupancy Certificate (OC) and/or the Building Use Permission (BU) vide its reference no. _____ dated _____ (copy of the same is annexed herewith as **Annexure-C**)
- O. In pursuance to the confirmations, representations and assurances given by the Parties to each other to faithfully abide by all the terms, conditions and stipulations contained in the Agreement and all applicable laws the Promoter is hereby executing this Deed of Conveyance in respect of the Said Property in favor of the Allottee.

NOW THIS INDENTURE WITNESSETH THAT :

1. In pursuance of the aforesaid and the full and final aggregated amount of Sale Consideration of Rs. _____/- (**Rupees** _____ **Only**) being duly paid by the Allottee to the Owner Developer (the receipt whereof the Owner-Developer doth hereby admit and acknowledge and acquit, release and discharge the Allottee from every part thereof forever) the Owner Developer doth hereby convey, transfer, assign, assure, grant in favour of the Allottee free from encumbrance and reasonable doubts the right title and interest in the said Shed along with rights to use the common amenities and facilities in the said scheme known as "**SAHITYA INDUSTRIAL PARK**" and that the Owner Developer has simultaneously upon execution hereof entitled the Allottee an irrevocable license to enter upon the said Shed to undertake the activities in relation to the interior and designing of the said Unit. The Promoter having handed over and the Allottee having taken over vacant, peaceful and physical possession of the said Shed or property free from all encumbrances; this deed shall be valid only after realization of all the payments; and if any cheques or payments not realized pursuant to the execution hereof then in such event all the transaction made by the Allottee by way of mortgage, sale, transfer, gift, lease etc., in respect of the Said Property shall become void, invalid and illegal.

FOR, BALAJI CORPORATION

PARTNER

2. The Allottee and its successors in title and assigns at all times hereafter at will and pleasure for all permitted purposes shall be entitled to free *ingress* to and *egress* from the Said Shed AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Owner-Developer in to out of or upon the Said Shed or any part thereof and TO HAVE AND TO HOLD all and singular the said Property hereby transferred, assigned, granted and assured or intended or expressed so to be with their and every of their rights and appurtenances UNTO AND TO THE USE and benefit of the Allottee, their successors in title and assigns forever however SUBJECT TO the terms herein contained including the payment of all AND THAT notwithstanding any act, deed, matter or thing whatsoever by the Owner-Developer or any person or persons lawfully or equitably claiming by, from, through, under or in trust for it made, done, committed, omitted or knowingly or willingly suffered to the contrary the Owner-Developer now hath in itself good right full power and absolute authority to grant convey transfer and assure the said Property hereby granted conveyed transferred and assured or intended so to be unto and to the use of the Allottee in manner aforesaid AND THAT it shall be lawful for the Allottee from time to time and at all times hereafter peaceably and quietly to hold enter upon, use, occupy, possess and enjoy the said Property hereby granted conveyed transferred and assured with their appurtenances without any hindrance, lien, charge, interest, denial, demand, interruption, eviction and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit AND THAT the Owner-Developer has handed over the copies of all the relevant documents, abstracts and extracts in relation to the Said Shed.
3. The Allottee covenants that a service society to be known as the "SAHITYA INDUSTRIAL PARK CO OPERATIVE COMMERCIAL SERVICE SOCIETY LTD.", registered under the provisions of the Gujarat Co. Op. Societies Act, 1961 vide Registration No. _____ dated _____ (said Society) has been incorporated for the proper and effective administration of the said "SAHITAY Co-operative Commercial Service Society Ltd." and the Allottee shall be a member of the said Society and shall also liable for the payment of maintenance deposit and maintenance charges etc. on demand in respect of the said Property to the said Society and shall follow all the rules, regulations and byelaws of the said Society from time to time and shall use the common amenities and facilities along with other members of the said Society.

FOR, BALAJI CORPORATION

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PARTNER

4. The Allottee represents, undertakes and warrants that : -

- i. The Allottee, as the unit holder in the said Building, will duly get admitted as the member of the said Society and will sign and execute all such necessary application forms, affidavits, declarations, undertakings, model bye laws/bye laws formed by the said Society from time to time and at all times as may be required and amended by the Owner-Developer and/or the said Society;
- ii. The Owner-Developer shall be in absolute control of the said Project as well as all the unsold Sheds in the said Project till the Owner-Developer has received full and final consideration for each and every Shed in the said Project and each one of them is duly conveyed/transferred in favor of its respective Allottees;
- iii. Any transfer or assignment *inter-vivos* or by operation of law or any disposal in any manner whatsoever, of rights under these presents by the Allottee or by way of transmission thereof on account of inheritance or succession shall always take effect along with the shares and membership of the said Society and as per common interest, and as per the bye-laws of the said Society;
- iv. The Allottee herein shall be required to obtain a prior approval and a no objection letter from the Owner-Developer till the management of the said Project is handed over to the said Society and Society thereafter in the event the Allottee herein intends to sell, convey, mortgage, lease, sub lease, sub let or transfer its right, title and interest in the said Property to any other person in any manner whatsoever. The Allottee herein shall be responsible for the payment of the Transfer Fees and all outstanding dues to the Owner-Developer till the sale of all the Shed in the said Project is duly completed and the possession of each flat is handed over to the respective prospective Allottees and the operation and management of the said Project is handed over to the said Society and only subject to which the Owner-Developer or the said Society (after the operation and management of the said Project is handed over to the said Society) shall permit and allow such transfer;
- v. Over and above the representations, covenants, undertakings, declarations given by the Allottee herein as well as the terms and conditions set out in this Conveyance Deed the Allottee shall

FOR, BALAJI CORPORATION

Signature

PARTNER

comply with, perform and observe all the conditions, provisions, obligations, stipulations, covenants and restrictions as set out in the agreement to sell / booking letter / allotment letter hereto and the same shall be covenants running with the sale of the said Property in favor of the Allottee and their successors from time to time;

- vi. All stamp duty (present and future), registration charges and legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Allottee only. The Allottee has also deducted TDS in respect of the payment made to the Owner-Developer as per the provision of the Income Tax Act 1961.
- vii. The said Land does not fall under the Disturbed Area and is not subject to The Gujarat Prohibition of Transfer of Immovable Property & Provision for Protection of Tenants from Eviction from Premises in Distributed Areas Act, 1991.

FIRST SCHEDULE ABOVE REFERRED TO

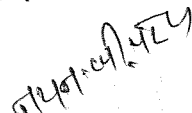
PROJECT LAND

All that totally Non Agricultural land for Multipurpose use admeasuring 5,342 sq.mtrs. eastern side out of 8,164 sq.mtrs., of bearing Final Plot No. (88+89)/4, of draft Town Planning Scheme No. 111, Survey No. 43/4 admeasuring 13,608 sq.mtrs or thereabouts situate lying and being at Mouje : Nikol, Taluka : Asarwa in the Registration District of Ahmedabad and Sub District of Ahmedabad – 12 (Nikol).

On or Towards East	-	Land of F. P. No. (88+89)/3/1
On or Towards West	-	2,822 Sq.mtrs., Land of F.P.No. (88+89)/4
On or Towards North	-	Land of F. P. No. (88+89)/2
On or Towards South	-	Land of F. P. No. 164

SECOND SCHEDULE ABOVE REFERRED TO

Internal Access, Fire safety, common underground water tank with pressure pump, Internal Drainage lines, Borewell, Lights, Percolating Well, Plantation etc..

FOR, BALAJI CORPORATION

PARTNER

SCHEDULE ABOVE REFERRED TO

(SAID PROPERTY)

All that property being **SHED NO.** _____ having carpet area of _____ **square meters** on **GROUND FLOOR** of **BLOCK -** _____
(As per the Plan approved by the A.M.C.) of the said scheme
“SAHITYA INDUSTRIAL PARK” together with undivided share in the land admeasuring _____ **square meters.**, out of Non Agricultural land for Multipurpose use admeasuring 5,342 sq.mtrs., eastern side out of 8,164 sq.mtrs., of bearing Final Plot No. (88+89)/4, of draft Town Planning Scheme No. 111, Survey No. 43/4 admeasuring 13,608 sq.mtrs., or thereabouts situate lying and being at Mouje : Nikol, Taluka : Asarwa in the Registration District of Ahmedabad and Sub District of Ahmedabad – 12 (Nikol) also together with the undivided rights in common amenities and facilities provided in the said scheme the said Property / said Shed is bounded as under :

On or towards East :

On or towards West :

On or towards North :

On or towards South :

FOR, BALAJI CORPORATION

Handwritten signature

PARTNER

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

SIGNED AND DELIVERED BY THE WITH

NAMED - PROMOTER/ VENDOR)

BALAJI CORPORATION)

A PARTNERSHIP FIRM)

THROUGH ITS PARTNER)

NAYAN BABUBHAI PATEL) _____

IN THE PRESENCE OF WITNESSES :

1. _____

2. _____

FOR, BALAJI CORPORATION

51491-41/424

PARTNER

RECEIPT

Received by the Owner-Developer an amount of Deed of Conveyance
 Consideration of Rs. _____/- (Rupees _____ Only)
 after deducting the applicable Tax Deducted at Source under the provisions
 of the Income Tax Act, 1961 from the Allottee and the details whereof is set
 out herein under :-

Sr.	Amount (Rs.)	Reference No.	Date	Bank & Branch
1.				
2.				
Rs. _____/- (Rupees _____ Only)				

FOR, BALAJI CORPORATION

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PARTNER

PHOTOGRAPH OF THE SAID PROPERTY

FOR, BALAJI CORPORATION

6/4/16/9/24



PARTNER

PHOTOGRAPH OF THE SAID PROPERTY

FOR, BALAJI CORPORATION

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PARTNER

SCHEDULE

UNDER THE PROVISIONS OF SECTION 32(A) OF REGISTRATION ACT

OWNER - DEVELOPER



BALAJI CORPORATION, A Partnership firm, through its Partner
NAYAN BABUBHAI PATEL

ALLOTTEE



FOR, BALAJI CORPORATION

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PARTNER