

CONVEYANCE DEED

Type of Deed	Conveyance Deed
Village	vinzol
Tehsil	Vatva
District	Ahmedabad
Type of Property	Industrial shed
Property Address	Shed No._____,
Carpet Area	_____ sq.mtrs. (_____ sq.ft.)
Sale Consideration	Rs._____/-
Stamp Duty	Rs._____/-
Stamp Serial No. & Date	

This Conveyance Deed (“**Deed**”) together with all annexures is made and executed on this _____ day of _____, 2017 at Ahmedabad, Gujarat, India.

BETWEEN

METRO GLOBAL LIMITED, PAN: AAACG1343F, a Limited Company, incorporated under the provisions of the Companies Act of 2013, having its registered address at C/O Indian Copper Industries, Plot no. C-86, MIDC, Industrial Area, Mahad 402309, Acting through its Director: Shri Rahul Gautamkumar Jain Director, Occupation: Business, having its registered office at: 508,509,Shilp building, C G Road, Navrangpura, Ahmedabad , hhereinafter referred to as "**THE LAND OWNER/ PROMOTER NO. 1**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and assign(s)) of the **FIRST PART**;

AND

RAGHAV CONPRO LLP, PAN AARFR1698A, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 18/A, Sardar Patel Co-operative Housing Society, Opp. Mukht Jivan Swaminarayan Mandir, Maninagar, Ahmedabad 380008 acting through its Authorized Signatory:

Shri Krunal C Gondalia “**THE DEVELOPER/PROMOTER NO. 2**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present and future Partner(s), executor(s), successor(s), representative(s), assignee(s)) of the **SECOND PART**;

AND

_____, S/D/W of _____, R/o _____

_____ (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 successors, legal heirs, executors, administrators, representatives, transferees and permitted assigns) of the **THIRD PART**;

The Land Owner/ Promoter No. 1, Promoter No. 2, where so the context permits, are hereinafter collectively referred to as “**the promoter(s)**”

WHEREAS Promoter no.-1 acquired 8920 sq. mt land from GIDC after amalgamation of GIDC plot No. 489,490, 491 of vatva GIDC, Phase II at. vatva, Ta-city-East, Dist. Ahmedabad. Thus promoter has acquired ownership of the following land.

Plot no. 489

The land being Plot no. 489, admeasuring 2740 sq.mtrs. Phase –II in Vatwa Industrial Area/Estate, Vinzol, Ahmedabad, situated at land being Survey no. 163/ p and 156/5/p, belonged to Gujarat Industrial Development Corporation (GIDC). Thereafter, Gujarat Industrial Development Corporation (GIDC) allotted the said land to M/s. Chetan Textiles and license agreement was executed on 19.07.1988. Thereafter, M/s. Chetan Textiles conveyed right of the said plot to M/s. Vyara Chemicals Pvt. Ltd. By Sale Deed registered under serial number-2374 on datead 05.02.1992.

Thereafter, M/s. Chetan Textiles Conveyed its right of the said plo to M/s. Vyara Chemicals Pvt. Ltd by way of registered sale vide document no. 2374 on 05.02.1992

Thereafter, the said plot was transferred to M/s, Vyara Chemicals Pvt. Ltd. On 16.03.1992 by the Officer Order of Gujarat Industrial Development Corporation (GIDC), vide no. RMA/ALT/VTW/PL/1950.

Thereafter, Hon'ble Gujarat High Court had approved the scheme of amalgamation of Ortem Chemicals Pvt. Ltd, Vyara Chemicals Pvt. Ltd and Metro Dye-Chem (India) Limited with Rahul Dyechem Industries Private Limited with effect from 30.03.1993.

Thereafter, the name of Rahul Dyechem Industries Private Limited was changed to Rahul Dyechem Industries Limited by the special resolution dated 29.03.1993 and fresh certificate of incorporation in regard to change of name was issued.

Thereafter, the name of Rahul Dyechem Industries Limited was changed to Metrochem Industries Limited and the certificate to that effect was issued by registrar of companies on 30.03.1993.

Thereafter, M/s. Vyara Chemicals Pvt. Ltd. Has transferred the said plot M/s. Metrochem Industries Limited on 11.08.2011 by the office order of Gujarat Industrial Development Corporation (GIDC), vide no. GIDC/DM/ABD/TFR/VTW/P/6121.

Thereafter, Hon'ble High Court of Gujarat sanctioned the scheme of amalgamation in nature of Amalgamation of Metrochem Industries Limited with Global Boards Limited vide order dated 31.01.2011 in company petition no. 177/2010 and Hon'ble High Court of Bombay has sanctioned the scheme of amalgamation in the nature of Amalgamation of Metrochem Industries Limited with Global Board Limited vide order on dated 10.06.2011 in company petition no. 761/2010. Therefore, the nature of Company has been changed to Metroglobal Limited (formerly Known as Global Boards Limited) w.e.f. 02.09.2011.

Thereafter, M/s. Metrochem Industries Limited has transferred the said plot to M/s. Metroglobal Ltd. On 29.10.2012 by the office order of Gujarat Industrial Development Corporation (GIDC) VIDE NO. GIDC/AD/ALT/TFR/VTW/P/13059.

Thereafter, the Lease Deed was executed between Gujarat Industrial Development Corporation (GIDC) and M/s. Metroglobal Limited on 20.11.2012, vide registered document no. 6404.

Thereafter, Rectification Deed Was executed for correcting the area of survey numbers between Gujarat Industrial Development Corporation (GIDC) and M/s. Metroglobal Limited on 05.12.2012 under serial no. 6579.

Thereafter, Sale Deed Was Executed by Gujarat Industrial Development Corporation in favour of M/s. Metroglobal Limited on payment on 30% premium price for conversion of leasehold rights to freehold rights the said Sale Deed was executed under serial number -5436 on dated 16.06.2016.

Plot no. 489

The land being Plot no. 490, admeasuring 3785 sq. mtrs. Phase –II in vatwa Industrial Area/Estate, Vinzol, Ahmedabad, situated at land being Survey no. 155/p belonged to Gujarat Industrial Development Corporation (GIDC). Thereafter, Gujarat Industrial Development Corporation (GIDC) allotted the said land to M/s. Rashmi Enterprises and license agreement was executed on 19.07.1980.

Thereafter . M/s. Rashmi Enterprises has transferred its right of the said plot to M/s. Vyara Chemicals Pvt. Ltd. By way of registered sale vide document no. 2380 on 05.02.1992.

Thereafter, the said plot was transferred to M/s. Vyara Chemicals Pvt. Ltd. On 16.03.1992 by the officer order of Gujarat Industrial Development Corporation (GIDC), vide no. RMA/ALT/VTW/PL/1951.

Thereafter, Hon'ble Gujarat High Court had approved the scheme of amalgamation of Ortem Chemicals Pvt. Ltd., Vyara Chemicals Pvt. Ltd. And Metro Dye-chem (India) Limited with Rahul Dyechem Industries Private Limited with effect from 30.03.1993.

Thereafter , the names of Rahul Dynechem Industries Private Limited was changed to Rahul Dyechem Industries Limited by the special resolution dated 29.03.1993 and fresh certificate of incorporation in regard to change of name was issued.

Theraafter, the name of Rahul Dynechem Industries Limited was changed to Metrochem Industries Limited and the certificate to that effect was issued by Registrar of Companies on 30.03.1993.

Thereafter, M/s. Vyara Chemicals Pvt. Ltd. Has transferred the said plot M/s. Metrochem Industries Limited on 11.08.2011 by the office order of Gujarat Industrial Development Corporation (GIDC) ,vide no. GIDC/DM/ABD/TFR/VTW/P/6123.

Thereafter, Hon'ble High Court of Gujarat sanctioned the scheme of amalgamation in nature of Amalgamataion of Metrochem Industries Limited with Global Boards Limited vide order dated 31.01.2011 in company petition no. 177/2010 and Hon'ble High Court of Bombay has sanctioned the scheme of amalgamation in the amalgamation of Metrochem Industries Limited with Global Board Limited vide order 10.06.2011 in company petition no. 761/2010. Therefore the name of company has been changed to Metroglobal Limited (formerly known as Global Boards Limited) w.e.f. 02.09.2011.

Therefore, M/s. Metrochem Industries Limieted has transferred the said plot to M/s. Metroglobal Ltd. On 29.10.2012 by the office order of Gujarat Industrial Development Corporation (GIDC) VIDE NO. GIDC/AD/ALT/TFR/VTW/P/13056.

Thereafter, the Lease Deed was executed between Gujarat Industrial Development Corporation (GIDC) and M/s. Metroglobal Limited on 05.12.2012, vide registered document no. 6575.

Thereafter, Rectification Deed was executed for correcting the area of survey numbers between Gujarat Industrial Development Corporation (GIDC) and M/s. Metroglobal Limited on 13.05.2016 under serial no. 4446.

Thereafter, Sale Deed was executed by Gujarat Industrial Development Corporation in favour of M/s, Metroglobal Limited on payment of 30% premium price for conversion of leasehold rights to freehold rights the said sale deed was executed under serial number -5442 on dated 16.06.2016.

The land being plot no. 491, admeasuring 2395 sq. mtrs. Phase- II Vatwa Industrial Area/Estate, Vinzol, Ahmedabad, situated at land being survey no. 164 and 186/p, belonged to Gujarat Industrial Development Corporation (GIDC). Thereafter, Gujarat Industrial Development Corporation (GIDC) allotted the said land to M/s. A. Narendra Mfg. co. and license agreement was executed on 19.07.1980. The lease deed was executed between Gujarat Industrial Development Corporation (GIDC) and M/s. A. Narendra Mfg. co. on 24.06.1982, vide registered document no. 9163 (duplicate.9175) for the said plot.

Thereafter, M/s. A. Narendra Mfg. Co. transferred its right of the said plot to M/s. Vyara Chemicals Pvt. Ltd. By way of registered sale vide document no. 2373 on 05.02.1992.

Thereafter, the said plot was transferred to M/s. Vyara Chemicals Pvt. Ltd. on 16.03.1992 by the Office Order of Gujarat Industrial Development Corporation (GIDC) , vide no. RMA/ALT/VTW/PL/1949.

Thereafter, Hon'ble Gujarat High Court had approved the scheme of amalgamation of Ortem Chemicals Pvt. Ltd., Vyara Chemicals Pvt. Ltd. and Metro Dye-chem (India) Limited with Rahul Dyechem Industries Private Limited with effect from 30.03.1993.

Thereafter the name of Rahul Dynechem Industries Private Limited was changed to Rahul Dynechem Industries Limited by the special resolution dated 29.03.1993 and fresh certificate of incorporation in regard to change of name was issued.

Thereafter, the name of Rahul Dynechem Industries Limited was changed to Metrochem Industries Limited and the certificate to that effect was issued by Registrar of Companies on 30.03.1993.

Thereafter, M/s. Vyara Chemicals Pvt. Ltd. transferred the said plot M/s. Metrochem Industries Limited on 11.08.2011 by the office order of Gujarat Industrial Development Corporation (GIDC), vide no. GIDC/DM/ABD/TFR/VTW/P/6122.

Thereafter, Hon'ble High Court of Gujarat sanctioned the scheme of amalgamation in nature of Amalgamation of Metrochem Industries Limited

with Global Boards Limited vide order dated 31.01.2011 in company petition no. 177/2010 and Hon'ble High Court of Bombay has sanctioned the scheme of amalgamation in the nature of Amalgamation of Metrochem Industries Limited with Global Boards Limited vide order 10.06.2011 in company petition no. 761/2010. Therefore, the name of company has been changed to Metroglobal Limited (formerly known as Global Boards Limited) w.e.f. 02.09.2011.

Thereafter, M/s. Metrochem Industries Limited has transferred the said plot to M/s. Metroglobal Ltd, on 29.1.2012 by the Office Order of Gujarat Industrial Development Corporation (GIDC) VIDE NO. GIDC/AD/ALT/TFR/VTW/P/13055.

Thereafter, the Lease Deed was executed between Gujarat Industrial Development Corporation (GIDC) and M/s. Metroglobal Limited on dated _____, vide registered document no _____

Thereafter, Rectification Deed was executed for correcting the area of survey numbers between Gujarat Industrial Development Corporation (GIDC) and M/s. Metroglobal Limited on 13.05.2016 under serial no. 4447.

Thereafter, Sale Deed Was executed by Gujarat Industrial Development Corporation in favour of M/s. Metroglobal Limited on payment of 30% premium price for conversion of leasehold rights to freehold rights the said sale deed was executed under serial number-5439 on dated 16.06.2016. Thus 8920 sq. mt land was available for the proposed project "Takshashila Metro Industrial park-2"

NOW THEREFORE THIS DEED BETWEEN THE PARTIES WITNESSETH AS UNDER:

1. The promoter evaluates the commercial scheme of various sizes of Shades in the said land known as "**Takshashila Metro Industrial Park**" mentioned in Para "A"
2. In consideration of the receipt of a sum of
 - (i) Rs. _____/- (Rupees _____)

_____ only) towards carpet area
admeasuring _____ sq. mt

(ii) Rs. _____/- (Rupees _____
_____ only) towards carpet area
admeasuring _____ sq. mt including proportionate price of common
areas and facilities

(III)Rs. _____/- (Rupees _____
_____ only) towards open parking space No.

The total aggregate consideration amount for the Shade mentioned herein above from clause (i) to (lii) is thus Rs. _____ paid by the Purchaser to the Vendor towards cost of the Shades, the Vendor do hereby grant, convey, transfer, assign and assure to the Purchaser by way of sale, the **Shed No. _____ on Floor in Takshashila Metro Industrial Park, Ahmedabad**, having a carpet area of _____ sq. mtrs., (_____ Sq. mtr.), together with the exclusive right to use _____ nos. Parking Space (s) bearing Parking Space No. _____, (hereinafter referred to as the said "**Shed**"), more particularly described in the **Schedule, forming part of this Deed**; together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said Shade; AND subject to adherence of terms and conditions as stated hereinafter as well as the terms, conditions, stipulations and restrictions contained in the Declaration.

3. The Vendor assures the purchaser that the said Shed is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims whatsoever nature as per the best of the knowledge of the vendor and vendor hereby given all relevant papers, documents, title deeds, to the purchaser and the purchaser has already examined all the titles of the said property through his/her/their advocate(s), solicitor(s), AND after getting satisfaction and opinion or certificate relating to it by their own hired advocate(s), solicitor(s), the purchaser him/her/their self agreed to purchase the said property from the vendor and the purchaser(s) hereby indemnifies the vendor there is no query in the titles or in the title deeds of the said property and of the said scheme so now in future the purchaser shall not claim to vendor in any manner for any query related to title the purchaser

waive or give waiver his/her/their right to claim to vendor and purchaser discharges the vendor from any harm related to title of the said property.

4. The purchaser with his/her/their engineer(s)/ architect(s)/ interior(s) often visited and checked the quality and workmanship of the construction of the structure and the scheme when the scheme was under construction and sometime vendor was advised by the engineer(s)/architect(s)/interior(s) of the buyer.

That the purchaser often visited/verified the structure and the title deed of the said property and the scheme so now there is no query related to the property or the scheme in any manner and therefore the purchaser waives his/her/their right(s) to claim vendor in any manner whatsoever in future

5. The Site Plan of **Takshashila Metro Industrial Park** project is annexed herewith as **Annexure-I** and the Floor Plan for the said Shed (depicting layout of Floor ____ of) is annexed herewith as **Annexure-II**. The Unit Plan of the said Shed is annexed herewith as **Annexure-III**.
6. The Purchaser hereby assures, represents and warrants to the Vendor that it shall comply with the terms hereof and with all the applicable laws and statutory compliances with respect to the said Shed, the said Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the purchaser, the Vendor has agreed to enter into this Deed.
7. The Purchaser shall only have a joint and non-exclusive right of use of the Common Areas and common services and facilities subject to the timely payment of the maintenance charges as determined by the maintenance agency appointed or the association of allottees.
8. The Purchaser further agrees that it has verified personally and through qualified professionals and is satisfied regarding structural strength, workmanship, quality and provision of various services in the

Shed. It shall not claim any compensation or withhold the payment of any charges on the said ground. However Promoter agrees to resolve and rectify any genuine complain made there under within reasonable time as per section 14(3) of Real Estate (Regulation & Development) Act, 2016.

9. The Purchaser confirms that the Parking Space(s) allotted to the Purchaser for exclusive use is inseparable, indivisible and forms an integral part of the said Shed. The Purchaser confirms that he has no right to sell/transfer/or deal with the Parking Space(s) independent of the said Shed. The Purchaser shall not anywhere else. The Purchaser shall not modify or make any changes or cordon off or otherwise erect any temporary structure(s) in the Parking Space(s) of the said Shed, under any provision(s) of this Deed. All clauses of this Deed shall apply mutatis mutandis to the Parking Space(s).

The Purchaser understands that the service areas provided in the **Takshashila Metro Industrial Park** are reserved for services, use by maintenance staff etc. and shall not be used by the Purchaser for parking or for any other purpose whatsoever. The Purchaser confirms that parking spaces earmarked for parking in the stilt/basement are meant for exclusive use for parking in the **Takshashila Metro Industrial Park** and does not form part of general and/or limited common areas and facilities of the said Shed and /or **Takshashila Metro Industrial Park** constructed on Land for the purpose of the Declaration. The Purchaser shall not have any right, title or interest in the parking spaces of **Takshashila Metro Industrial Park** other than those allotted to the Purchaser. The Purchaser acknowledges that the Common maintenance society shall remain the owner of the parking spaces within **Takshashila Metro Industrial Park** which have not been allotted to any Shed owner.

This clause shall survive the conveyance of the said Shed.

10. The Purchaser acknowledges and confirms that the infrastructure facilities provided by the Government is beyond the control of the Vendor and the Purchaser shall not have a right to raise any claim or dispute against the Vendor in respect of the facilities provided by the Government or any other statutory authorities.

11. The Purchaser hereby also undertakes to abide by all the conditions, restrictions and other stipulations imposed in respect of **Takshashila Metro Industrial Park** by virtue of the License granted to the Vendor for **Takshashila Metro Industrial Park** and shall also abide by the applicable Zoning Plans, Building Plans and all laws, bye-laws, rules, regulations and policies applicable to the said Sheds and/or **Takshashila Metro Industrial Park** or as imposed or may be imposed in future under any applicable law. This clause shall survive the conveyance of the said Shed.
12. The Purchaser shall not use or allow to use the said Shed for any non-industrial purpose or any activity that may cause nuisance to other purchasers/occupants of **Takshashila Metro Industrial Park**. This clause shall survive the conveyance of the said Shed.
13. The Purchaser undertakes and agrees that any violation of the following shall entitle the Vendor or proposed maintenance society to be incorporated for **Takshashila Metro Industrial Park** to enter into the said premises wherever necessary and reverse such violation at the cost of the Purchaser;
 - (i) The Purchaser shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, colour, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the buildings or the said Shed.
 - (ii) The Purchaser shall not under any circumstances do or allow any alteration/modification/change to the structure or layout within the said Shed, save and except with the prior permission of Vendor/proposed maintenance society in writing.

This clause shall survive the conveyance of the said Shed.

14. The Purchaser acknowledges that water pipelines/drains/electric lines provided originally for the specific purpose shall not be tampered with/ disturbed without the prior written approval of promoter/proposed maintenance society. Further, all lights/power points in the said Shed shall conform to the permitted/sanctioned electric load. The Purchaser shall not put away any personal belonging including flower pots, cots,

furniture items boxes, dustbins, and other personal use item etc. in the Common Areas, and specifically the flower pots shall not be placed on parapets/ledges. The Purchaser shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas or facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them. The Vendee shall not under any circumstances whatsoever carry out any changes/modifications/alterations that result in encroachment of Common Areas or that result in damage or disturbance to Common Areas, adjacent, upper or lower units. Putting of advertising board/neon signs etc. on any part of the building including internal corridors, external face and Common Areas is prohibited. This clause shall survive the conveyance of the said Shed.

15. The Purchaser shall not be entitled to claim partition of its share in the said Land or the Common Areas and the same shall always remain undivided and impartible. This clause shall survive the conveyance of the said Shed.
16. The Purchaser confirms and undertakes that the Purchaser shall be liable to pay all kind of govt. taxes including GST as decided in agreement for sale and other central, state or local government taxes, fees or levies of all and any kind by whatever name called, whether paid or payable by the Vendor and/or its contractors (including sub-contractors) and /or levied or leviable now or in future by the government, municipal authority or any other governmental authority on the said Shed/Land, as the case may be, as assessable or applicable from the date of application. The Purchaser further agrees that if the said Shed is assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendor, which shall be final and binding on the Purchaser. If the said Shed is assessed separately, the Purchaser shall pay directly to the competent authority on demand being raised by the competent authority.
17. That this Deed is subject to all laws and notifications and rules applicable to Takshashila Metro Industrial Park.

18. The Purchaser confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at **Rs.**_____ **/- (Rupees** _____ **only)** in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty as may be determined by the Sub -Registrar/concerned authority along with consequent penalties/deficiencies as may be levied in respect of the said Shed conveyed by this Conveyance Deed shall be borne by the Purchaser exclusively and the Vendor shall not be liable for the same and accepts no responsibility in this regard.

SCHEDULE

All that piece and parcel of Shed No. _____ on Floor _____, having carpet area of _____ sq. mtrs., (_____ sq. ft.) in the group housing colony "**Takshashila Metro Industrial Park**", situated at Ahmedbad, in the revenue estate of District Ahmedabad, Gujarat.

The Shed _____ is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

The Parking Space No. _____ is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

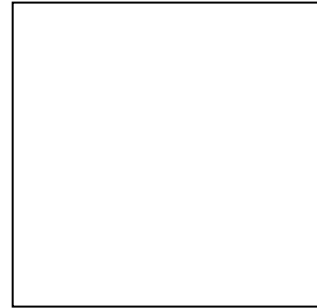
IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this Deed on the day, month and year first above written.

FOR LAND OWENER/PROMOTOR 1

METRO GLOBAL LIMITED

Acting through its Director

Shri Rahul G Jain



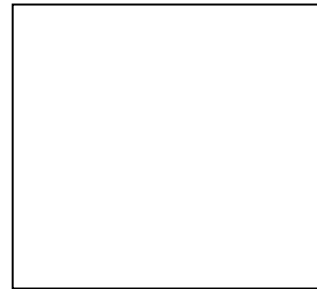
FOR DEVELOPER/PROMOTOR 2

RAGHAV CONPRO LLP

Acting through its partner

Shri Kamlesh Gondaliya

Shri Rajesh Gondalia



FOR THE ALLOTTEE/S

1. _____



Witnesses:

1. _____

2. _____
