

SALEDEED/CONVEYANCE

(Rs. _____/-)

THIS CONVEYANCE made at Ahmedabad on this __ day of _____, 2017 by and between by and between **MARUTINANDAN DEVELOPERS, a Partnership firm, having its registered office at: 5, Prernadeep Bungalows, Nr. Nirma Vidyavihar School, Bodakdev, Ahmedabad through its authorized partner MR. KETAN R. PATEL** hereinafter called "THE PROMOTER" or "PARTY

OF THE FIRST PART" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners and their heirs, successors and assignees) on the **ONE PART;** Having PAN:

AND

_____, Adult, Indian Inhabitants, Having PAN:
_____, **residing at** _____ hereinafter
called "**THE ALLOTTEE/S**" or "**PARTY OF THE SECOND PART**"
(which expression shall unless it be repugnant to the context or
meaning thereof mean and include his/her/their respective heirs,
executors and administrators successors and assigns) of the **SECOND
PART;**

WHEREAS the Promoter is seized and possessed of or otherwise well and sufficiently entitled to the non-agricultural land bearing (1) Sub Plot/ Bungalow No. 4, having plot area admeasuring 184 sq.mts. i.e. 220 sq.yds. or thereabout, together with undivided share in land, admeasuring 108 sq.mts. i.e. 129 sq.yds. or thereabout and construction standing thereon, admeasuring 167.22 sq.mts. or thereabout (2) Sub Plot/ Bungalow No. 5, having plot area admeasuring 265 sq.mts. i.e. 317 sq.yds. or thereabout, together with undivided share in land, admeasuring 33 sq.mts. i.e. 39 sq.yds. or thereabout and construction standing thereon, admeasuring 167.22 sq.mts. or thereabout (3) Sub Plot/ Bungalow No. 6, having plot area admeasuring 313 sq.mts. i.e. 375 sq.yds. or thereabout, together with undivided share in land and construction standing thereon,

admeasuring 202.31 sq.mts. i.e. 242 sq.yds. or thereabout & (4) Sub Plot/ Bungalow No. 7, having plot area admeasuring 182 sq.mts. i.e. 218 sq.yds. or thereabout, together with undivided share in land and construction standing thereon, admeasuring 175 sq.mts. i.e. 210 sq.yds. or thereabout in the scheme known as "JAYANTILAL PARK", forming part of non-agricultural land bearing Private Plot No. A, total admeasuring 944 sq.mts. or thereabout of Final Plot No. 94 (Old Survey No. 695/1), Town Planning Scheme No. 51 (Bodakdev-Makarba-Vejalpur), situate, lying and being at Mouje Makarba, Taluka Vejalpur, District Ahmedabad, within registration Sub District Ahmedabad-4 (Paldi) (hereinafter referred to as "THE SAID LAND").

WHEREAS non-agricultural use permission of land bearing Survey No. 695/1 was given on 06/01/1968 by Taluka Development Officer vide his Order No. TP/LNDP/6.

AND WHEREAS land bearing Survey No. 695/1 was comprised in the Town Planning Scheme No. 51 (Bodakdev-Makarba-Vejalpur) and allotted Final Plot No. 94 in lieu of said Survey Number.

AND WHEREAS land bearing Survey No. 695/1 was divided in two Private Plot Nos. A & B and scheme of residential sub plots/ bungalows namely: "Jayantilal Park" on the said land.

AND WHEREAS the Promoter has purchased non-agricultural Sub Plot/ Bungalow No. 4, having plot area admeasuring 184 sq.mts. i.e. 220

sq.yds. or thereabout, together with undivided share in land, admeasuring 108 sq.mts. i.e. 129 sq.yds. or thereabout and construction standing thereon, admeasuring 167.22 sq.mts. or thereabout in the scheme known as "JAYANTILAL PARK" from Bhagwatbhai Vitthalbhai Shah by Sale Deed dated 27/05/2014, which was registered with the Sub-Registrar of Assurances at Ahmedabad-4 (Paldi) on same day under serial No. 3728. Entry to that effect was recorded in the revenue records by mutation entry No. 14039 dated 05/06/2014, which was certified on 25/07/2014.

AND WHEREAS the Promoter has purchased non-agricultural Sub Plot/ Bungalow No. 5, having plot area admeasuring 265 sq.mts. i.e. 317 sq.yds. or thereabout, together with undivided share in land, admeasuring 33 sq.mts. i.e. 39 sq.yds. or thereabout and construction standing thereon, admeasuring 167.22 sq.mts. or thereabout in the scheme known as "JAYANTILAL PARK" from (1) Prutha Rushitbhai Shah & (2) Paulomi Harivadan Shah by Sale Deed dated 27/05/2014, which was registered with the Sub-Registrar of Assurances at Ahmedabad-4 (Paldi) on same day under serial No. 3729. Entry to that effect was recorded in the revenue records by mutation entry No. 14036 dated 05/06/2014, which was certified on 23/07/2014.

AND WHEREAS the Promoter has purchased non-agricultural Sub Plot/ Bungalow No. 6, having plot area admeasuring 313 sq.mts. i.e. 375 sq.yds. or thereabout, together with undivided share in land and construction standing thereon, admeasuring 202.31 sq.mts. i.e. 242

sq.yds. or thereabout in the scheme known as "JAYANTILAL PARK" from (1) Nikunj H. Mehta & (2) Parul Nikunj Mehta by Sale Deed dated 29/03/2014, which was registered with the Sub-Registrar of Assurances at Ahmedabad-4 (Paldi) on same day under serial No. 2253. Entry to that effect was recorded in the revenue records by mutation entry No. 14037 dated 05/06/2014, which was certified on 23/07/2014.

AND WHEREAS the Promoter has purchased non-agricultural Sub Plot/ Bungalow No. 7, having plot area admeasuring 182 sq.mts. i.e. 218 sq.yds. or thereabout, together with undivided share in land and construction standing thereon, admeasuring 175 sq.mts. i.e. 210 sq.yds. or thereabout in the scheme known as "JAYANTILAL PARK" from (1) Nikunj H. Mehta & (2) Parul Nikunj Mehta by Sale Deed dated 29/03/2014, which was registered with the Sub-Registrar of Assurances at Ahmedabad-4 (Paldi) on same day under serial No. 2254. Entry to that effect was recorded in the revenue records by mutation entry No. 14038 dated 05/06/2014, which was certified on 23/07/2014.

AND WHEREAS again Non-Agricultural Permission of land bearing Final Plot No. 94 (Survey No. 695/1/A) of Town Planning Scheme No. 51 (Bodakdev-Makarba-Vejalpur), admeasuring 1044 Sq.mtrs for commercial purpose has been granted by Dy. Collector, (NA) Ahmedabad vide his order No. N.A/U-1-2/KALAM-65-A/MAKARBA/CASE No. 55/2015 on 21/05/2016.

AND WHEREAS construction permission and plan for construction on land bearing Final Plot No. 94 (Survey No. 695/1/A) of Town Planning Scheme No. 51 (Bodakdev-Makarba-Vejalpur) is approved by Ahmedabad Municipal Corporation vide its Case No. BLNTI/NWZ/300516/GDR/A6534/R1/M1 and issued Commencement Certificate (Rajachitthi) No. 8567/300516/GDR/ A6534/R1/M1 on 06/06/2017.

AND WHEREAS the Promoter had desired to develop the said land by launching a scheme of commercial units and for the said purpose the Promoter is doing work of development and construction of units for the member/s of the scheme known as "ENTICE".

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of **Rs.** _____ **/- (Rupees _____ only)** paid by the Allottee to the Promoter as shown in Schedule-I (the receipt of which sum of money the Promoter do and doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Allottee/s forever) the Promoter doth hereby allot, grant, convey, transfer, assure and release unto the Allottee to **Shop/Shop No.** _____ having construction on ____ Floor, admeasuring ____ Sq.yds. i.e. ____ Sq.mtrs. or thereabout _____ sq.mts. (carpet area) together with undivided proportionate share in the land of plot, admeasuring _____ sq.mts. in the scheme more particularly described in the Schedule

hereunder written (hereinafter referred to as "THE SAID UNIT/SHOP\OFFICE

1. The said land/premises/shop conveyed together with all and singular all deeds and documents, writing, vouchers and other evidence of title relating to the said unit/shop or any part thereof AND ALSO TOGETHER WITH all paths, passages, constructions, water courses, ditches, drains, trees, plants, lights, liberties, easements, rights, privileges, advantages and appurtenances and all other common areas and facilities such as lift, staircase, passage, general parking, common terrace whatsoever to the said premises described in the schedule-II hereunder written belonging to or in anywise appurtenant to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or allottee/s thereof or appurtenant thereto AND ALL estate, right, title, interest, use inheritance, property, possession both at law and equity of the Promoter into, out of or upon the said land/shop and premises and benefits, claims and demand whatsoever on or upon said land/premises/shop hereby allotted, assigned, granted, conveyed, transferred and assured or intended so to be with their and every of their rights, members and appurtenances thereto UNTO and to the use and benefit of the Allottee/s forever.
2. The allottee/s shall pay all rents, assessment, rates, duties, construction chargeable etc., upon the same or which may become payable in respect thereof from the date of possession, to

the State Government, and/or any local authority/society and subject also to the proportionate contribution to be made towards maintenance and administrative expenses of the said Building scheme as per its rules, regulations.

3. The Promoter hereby covenants with the Allottee/s that notwithstanding any act, deed, matter or thing whatsoever by the Promoter or any person lawfully or equitably claiming or to claim by from under through or in trust for the Promoter or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for them or any one or more of them made, done committed or omitted or knowingly suffered to the contrary THEY the Promoter now have in itself good right, full power and absolute authority to allot, grant, convey, transfer, release and assure the said land/shop and premises hereby allotted, granted, conveyed, released and assured or expressed or intended so to be unto and to the use of the Allottee/s in the manner aforesaid.
4. The Allottee/s shall and may all times hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said land/premises/shop and receive profits and benefits thereof and of every part thereof to and for his/her/their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Promoter or their partners, heirs, successors and assigns or any one or more of them or any person or persons lawfully or equitably claiming or to claim by from under through or in trust for them AND THAT free and clear and freely

clearly and absolutely acquitted exonerated and forever discharged or kept harmless and answered against all former and other estates, titles, charges and encumbrances whatsoever had made executed occasioned or suffered by the Allottee or persons lawfully or equitably claiming from them. The Allottee has/have verified the plans, papers and titles of the said land/shop/premises and materials used in the said shop and scheme and satisfied about the same. The Allottee/s shall comply the terms and condition as agreed upon or to be agreed upon for the said agreement and of the scheme/Building. It is also clarified that under this conveyance undivided proportionate right, share as per said Unit/Shop in the said entire land is also conveyed by the Promoter to the Allottee/s. It is specifically agreed by the Allottee that the Promoter will construct further floors/Units. If in future any additional F.S.I. becomes available, the Developer/Promoter shall also be entitled to raise construction on the said terrace as per the plans and specifications duly approved by the appropriate authority and shall further for such construction be entitled to make use of columns, beams, walls etc. of the building/s, including common amenities and facilities like water, light, gutter, sewers, drainages, lift, lobbies etc. The newly constructed terrace shall also absolutely belong to the Developer/Promoter herein with all and same rights as stated herein. The developer/Promoter shall have right to sell, transfer, assign or otherwise deal with or dispose of the rights contained in this clause to any person whomsoever on such consideration and

on such terms and conditions as the Developer/Promoter may deem fit and proper.

5. The Promoter or any person or persons having or lawfully equitably claiming any estate or interest whatsoever in the said shop/unit and premises or any part thereof from time to time and at all times hereafter at the request and costs of the Allottee/s or of the person or persons requiring the same, do and execute or cause to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said shop/unit and premises and every part thereof unto and to the use of the Allottee/s in the manner aforesaid as by the Allottee or their heirs or counsel-in-law shall be reasonably required.

SCHEDULE-I

6. The Allottee/s has/have paid consideration as under:

_____	Further Consideration by Cheque no. _____ Dt. _____ of _____, Ahmedabad.
_____	Further Consideration by Cheque no. _____ Dt. _____ of _____,
_____	Further Consideration by Cheque

[illegible]

_____	Further Consideration by Cheque no. _____ Dt. _____ of _____
_____	TDS
_____	(Total Rupees _____ Only)

The Allottee also agreed to pay the amount of maintenance to be fixed by the service society and also paid due amount of the service tax in addition to the aforesaid amount of total consideration.

7. The said Shop/Unit conveyed herein is situated at within the limit of Sola Police Station, which is not fallen under the disturb area and therefore it is not necessary to obtain the permission for the transfer of the said shop under the provision of Disturb Areas Act.
8. The Allottee/s shall bear the stamp duty, registration fees, legal charges and miscellaneous expenses related to this conveyance etc. The Promoter shall not bear any expenses thereto.

IN WITNESS WHEREOF the Promoter and Allottee/s have hereunto set and subscribed their respective hands and seals this present the day and year first hereinabove written.

SCHEDULE

ALL the premises being property bearing Shop\office No. **1**, on Ground Floor, admeasuring 912 sq.feet i.e. _____ sq.mtrs. (Super built-up area) **and** _____ **sq.mts. (carpet area)** together with undivided proportionate share in the land of plot, **admeasuring _____ sq.mts.** in the scheme known as "**ENTICE**", constructed on non-agricultural land bearing **(1) Sub Plot/ Bungalow No. 4**, having plot area admeasuring 184 sq.mts. i.e. 220 sq.yds. or thereabout, together with undivided share in land, admeasuring 108 sq.mts. i.e. 129 sq.yds. or thereabout and construction standing thereon, admeasuring 167.22 sq.mts. or thereabout **(2) Sub Plot/ Bungalow No. 5**, having plot area admeasuring 265 sq.mts. i.e. 317 sq.yds. or thereabout, together with undivided share in land, admeasuring 33 sq.mts. i.e. 39 sq.yds. or thereabout and construction standing thereon, admeasuring 167.22 sq.mts. or thereabout **(3) Sub Plot/ Bungalow No. 6**, having plot area admeasuring 313 sq.mts. i.e. 375 sq.yds. or thereabout, together with undivided share in land and construction standing thereon, admeasuring 202.31 sq.mts. i.e. 242 sq.yds. or thereabout & **(4) Sub Plot/ Bungalow No. 7**, having plot area admeasuring 182 sq.mts. i.e. 218 sq.yds. or thereabout, together with undivided share in land and construction standing thereon, admeasuring 175 sq.mts. i.e. 210 sq.yds. or thereabout in the scheme known as "**JAYANTILAL PARK**", forming part of non-agricultural land bearing **Private Plot No. A, total admeasuring 944 sq.mts. or thereabout** of Final Plot No. 94 (Old Survey No. 695/1), Town Planning Scheme No. 51 (Bodakdev-Makarba-Vejalpur), situate, lying and being at Mouje Makarba, Taluka Vejalpur, District Ahmedabad, within registration Sub District Ahmedabad-4 (Paldi). The said property is bounded as under:

East: F.P. 95

West: Shop\office No. 102

North: BRTS Road

South: Shop\office No. 107

SIGNED SEALED AND DELIVERED

BY THE WITHINNAMED

"PROMOTER"

MARUTINANDAN DEVELOPERS,

through its authorized partner
MR. KETAN R. PATEL

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
"ALLOTTEE"

IN THE PRESENCE OF: (WITNESS)

1. _____

2. _____

PROPERTY PHOTO

MARUTINANDAN DEVELOPERS,
Through its authorized partner

Ketanbhai Ratilal Patel
(PROMOTER)

(ALLOTTEE)

PROPERTY PHOTO

MARUTINANDAN DEVELOPERS,
Through its authorized partner

Ketanbhai Ratilal Patel
(PROMOTER)

(ALLOTTEE)

SCHEDULE AS PER SECTION 32(a) OF THE REGISTRATION ACT

SIGNATURE
IMPRESSION

PHOTOGRAPH

THUMB

PROMOTER

MARUTINANDAN DEVELOPERS,

Through its authorized partner

Ketanbhai Ratilal Patel
(PROMOTER)

ALLOTTEE/S

SCHEME-ENTICE SHOP/OFFICE No.:
SALE DEED/CONVEYANCE

BETWEEN:

MARUTINANDANDAN
DEVELOPERS
For their scheme: "ENTICE"

AND

(Allottee)

