

**DEED OF CONVEYANCE**

District: BHAVNAGAR Sub District : BHAVNAGAR-4 (Tarsamiya)  
Deed of Conveyance of Residential Flat, bearing **Flat No.** admeasuring about **Sq. Mt. Carpet Area**, situate at **FLOOR** of the Building in **WING-** of the Residential Project Known as **THE IMPERIAL HEIGHTS**, built over the Non Agriculture land bearing **Plot No.1** of **Revenue Survey No.26P5** of **Post- Adhewada**, within Registration District Bhavnagar & Sub-District Bhavnagar- 4(TARSAMIYA)

This Deed of Conveyance is made and executed at city Bhavnagar, today, the \_\_\_\_\_ day of \_\_\_\_\_, 201 between the parties within named

|                                                       |              |
|-------------------------------------------------------|--------------|
| Value Zone at the Jantri Prepared by State Government | ADHEWADA/0/3 |
| Rate per Sq. Mt. adopted under said Jantri            | Rs. 7,000/-  |
| Fair Market Value                                     | Rs.          |
| Stamp Duty Payable                                    | Rs.          |

**Party at the FIRST PART : PURCHASER:-**

Shri \_\_\_\_\_ (holding Income Tax PAN \_\_\_\_\_) Aged about \_\_\_\_\_ Years, Being Indian Inhabitant and residing at \_\_\_\_\_ Bhavnagar

[Mobile No. \_\_\_\_\_]

(Herein after referred to as "**The Purchaser**" which expression shall unless repugnant to the context or meaning thereof be deemed to include their legal heirs, assignees, Administrators, executors)

**Party at the SECOND PART : SELLER**

**SHREE RAM INFRASTRUCTURE**, a Partnership Firm [holding Income Tax PAN : **ACSFS2749G**] through it's partners-

- 1) **KALPESH LAXMANBHAI PATEL** Aged about 34 Years, being Indian Inhabitant and residing at Plot No.2, Sadhna Society, Devubaug, Bhavnagar
- 2) **NILESH BALABHAI VAGHANI** Aged about 34 Years, being Indian Inhabitant and residing at Plot No. S/1, Sadhna Society, Devubaug, Bhavnagar
- 3) **VASHRAMBHAI DHANJIBHAI SACHAPARA**, Aged about 54 Years, being Indian Inhabitant and residing at- Madhav Vila, Gulabwadi, University Road, Bhavnagar

(Herein after referred to as "**The Seller- Vendor**" which expression shall unless repugnant to the context or meaning thereof be deemed to include his legal heirs, assignees, Administrators, executors)

**WHEREAS** the Vendor is lawfully seized and possessed of and sufficiently entitled to all that piece and parcel of the Free-hold Non- Agriculture land bearing **Plot No.1** admeasuring about 6046.43 Sq. Mt. Net Plot area, forming part of the Revenue Survey No.26P5 of **Post- ADHEWADA**, Taluka and District Bhavnagar, within Registration District Bhavnagar & Sub-District Bhavnagar- 4 (TARSAMIYA)

WHEREAS the Vendor had Constructed Residential Building consisting of WING - A to WING - F, according to Building Plan approved by Bhavnagar Area Development Authority vide Letter of Permission No. BADA/Tech/356/2014/SR/408/Vashi/3783/2014 Dated 24-09-2014 and Upon Completion of Construction work, we the Vendor had prepared a

Building Completion Plan and same is approved by authority competent of Bhavnagar Area Development Authority on the Date - -201 and had issued Building Occupancy Certificate bearing Serial No. on the same date.

AND WHEREAS the purchaser have taken inspection of title deeds as well as plans & lay out of the building details, amenities to be provided therein and had satisfied him/themselves about the rights and title of the Vendor and terms and conditions of the plan sanctioned. And WHEREAS after considering all the documents and plans, the purchaser is agreed to purchase a Flat situate at Floor of the Wing - , bearing **Flat No.** which is more particularly described in the Schedule annexed to this Deed, hereinafter referred to as "Said Flat" for the sale consideration of **Rs. /-** (In Words, Rupees only).

AND WHEREAS purchasers has fully paid up the amount of consideration fixed, as per details given at forgoing para of presents indenture, the Vendor do hereby convey, transfer, sale the said Flat together with proportionate undivided share in the land of the Building known as THE IMPERIAL HEIGHTS to the Purchaser together with all the privileges, easements, profits, advantages, rights at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or members thereof AND ALSO ALL the estate right, title, interest, benefit, claim and demand whatsoever both at law and in equity of the Vendor into out of or upon the proportionate undivided share in the said land and in the said flat and the other premises hereby granted as aforesaid are hereinafter referred to as "the said premises".

**Detailed History of the Title is as under.**

Originally, land of THE IMPERIAL HEIGHTS building bearing Plot No.1 forming part of the land recorded at the Revenue records of Village Adhewada at Revenue Survey No.26p5 was a part of the Agriculture Land recorded at the village records of Post \_ Adhewada at Revenue Survey No.26 admeasuring Acre 8-02 Guntha. Said land was recorded at the time of promulgation in the name of Valabhai Parmabhai Kanbi vide **Entry No.40**

Upon Death of Shri Valabbhai Parmabhai on the Date 12-12-1961, his Sons, namely (1) Karamshibhai Valabhai (2) Muljibhai Valabhai and (3) Ganeshbhai Valabhai had distributed their ancestral lands under family settlement. Accordingly said agriculture land admeasuring Acre 2-02 Guntha, forming part of the land bearing Revenue Survey No.26 was came in the hands of Karamshibhai Valabhai and rest of the land admeasuring Acre 6-00 Guntha was came into the hands of Ganeshbhai Valabhai. Said Family settlement was recorded at the Revenue records vide **Entry No.390** dated 01-08-1963 and same was approved by Mamlatdar, Bhavnagar on the date 10-08-1964

Thereafter, Shri Karamshibhai Valabhai was expired on the Date 29-09-1985 and names of heirs namely (1) Ambaben Karamshibhai (Widow) (2) Haribhai Karamshibhai (3) Talshibhai Karamshibhai (4) Odhabhai Karamshibhai (5) Shamuben Karamshibhai (daughter) (6) Radhaben Karamshibhai (Daughter) were entered at Revenue Records vide **Entry No.1154** date 07-03-1986 and said entry was approved by Mamlatdar, Bhavnagar on the Date 11-06-1986.

Thereafter, co-owners of land account number 164 namely (1) Haribhai Karamshibhai (2) Talshibhai Karamshibhai (3) Odhabhai Karamshibhai, had applied for the separation of their land account. Daughters of late Shri Karamshibhai Valabhai namely (1) Shamuben Karamshibhai (2) Radhaben Karamshibhai, and his wife Smt. Ambaben Karamshibhai had released their

rights over the said lands in their favour. Accordingly land bearing revenue survey No.26Paiki admeasuring Acre 2-02 Guntha (Equivalent to 8296 Sq. Mt.) was came into the hands of Odhabhai Karamshibhai. An Entry in this regards was made at Village Fom No.6 vide **Entry No.2657** dated 06-02-1997 and same was approved by Dy. Mamlatdar, Bhavnagar on the date 25-03-1997. Said land was given part Survey Number as 26p5 and Village Form No.7 & 12 and 8-A was also issued in his name.

Since the said land was ancestral one, Shri Odhabhai Karamshibhai had sold said agriculture land in his capacity as Karta (Manager) of ODHABHAI KARAMSHIBHAI SACHAPARA-HUF in favour of KANUBHAI NAGJIBHAI KAKADIYA vide sale Deed bearing registration Number 1861 dated 20-07-2006. Said land was mutated in his name at Revenue Records vide **Entry No.4143** dated 18-09-2006 and said entry was approved by Mamlatdar, Bhavnagar on the Date : 07-12-2006

District Inspector of Land Records, Bhavnagar had measured said land bearing Revenue Survey No.26p5 and had issued measurement Sheet dated 07-02-2014 and Part FORM No.4 was also issued showing his name as a owner of the said land. Said agriculture land was came under the Residential Zone in Bhavnagar Area Development Authority had issued Zoning Certificate dated 28-02-2014 in this regards.

Thereafter he had prepared lay-out plan of the said land and had produced before Bhavnagar Area Development Authority for necessary approval. Said lay-out plan was sanctioned vide letter of permission No. BADA/Tech/ 326/2014/SR/170/Vashi/1799 dated 21-06-2014 and then after we had produced revised lay out plan which was sanctioned by authority of Bhavnagar Area Development Authority vide letter of permission No. BADA/Tech/ 326/2014/SR/284/Vashi/3568 dated 31-07-2014. According to the same, area of land of Revenue Survey No.26p5 was 8296 Sq. Mt., and after deducting area of D.P. road and that of Common plot of 1577.70 Sq. Mt., and 671.87 Sq. Mt. respectively, remaining land of area 6046.43 Sq. Mt., was given Plot No.1.

Thereafter he had applied to the Office of District Collector, Bhavnagar for the conversion of said agriculture land bearing Revenue Survey No.26p5 to the Non Agriculture for the use of Residential purpose, and upon payment of Conversion charges, said land was converted into Non Agriculture by order of District Collector dated 15-09-2014.

Thereafter he had prepared Building Plan and produced before Bhavnagar Area Development Authority for necessary approval. Said building plan was sanctioned vide letter of permission No. BADA/Tech/ 356/2014/SR/408 / Vashi/3783/2014 dated 24-09-2014. According to the same, total 356 flats from elevated Ground Floor to 11<sup>th</sup> Floor as per details given here under with one Club House was approved.

| Block/ Wing    | No. of Flats approved |
|----------------|-----------------------|
| A              | 42                    |
| B              | 46                    |
| C              | 46                    |
| D              | 42                    |
| E              | 96                    |
| F              | 84                    |
| TOAL           | 356                   |
| One Club House |                       |

There after, he had sold the said land of Plot No.1 admeasuring 6046.43 Net plot Area, to the seller of this present and a conveyance deed in this regards was executed between us and same was registered at the office of the Sub Registrar, Bhavnagar- 4 (Tarsamiya) vide registration Number 940 dated 21-04-2015. Said land was mutated at Village Form No.2 in the name of seller at Serial Number 4084

We the seller had constructed Building consisting of Wing A To Wing F as per building plan sanctioned and upon completion of construction work we had prepared a Building Completion Plan and Authority Competent of Bhavnagar Area Development Authority had approved the same on the date - -201 and had issued Occupancy Certificate bearing No. Dated - -201. Said Building is known as **THE IMPERIAL HEIGHTS**

You the purchaser had expressed your desire to purchase a flat at the \_\_\_\_\_ FLOOR of the **WING-** bearing **Flat No.** for the amount of consideration of **Rs. /-** (In words, Rupees only) and you had fully paid up the amount agreed as detailed hereunder. We the seller do hereby acknowledge to have receipt the same

**Details of Payment Received**

| Amount | Ch. NO               | Date | Bank Particulars |
|--------|----------------------|------|------------------|
|        |                      |      |                  |
|        |                      |      |                  |
|        | <b>(Rupees only)</b> |      |                  |

**We the Seller do hereby state and confirm that-**

- 1) Upon Execution of this present deed, we the seller do hereby grant, convey, transfer every of our rights, appurtenance unto and to the use and benefit of the Purchasers forever to be held as heritable and transferable, subject to the payment of all rents, rates, assessments, dues and duties now chargeable or which may hereafter become payable in respect thereof to the Government, of Bhavnagar Area Development Authority, of Adhewada Gram Panchayat and of any other public or statutory authority
- 2) The Purchaser shall and may at all times hereafter peaceably and quietly enter upon, hold, occupy, possess and enjoy exclusively the said premises. It is further to confirm that said premises is free from encumbrances and the seller shall keep harmless and indemnify the Purchaser of, from and against all former and other estates, titles, charges and encumbrances whatsoever, made, executed, occasioned or suffered by the seller or any other person or persons lawfully or equitably claiming or to claim by, from under or in trust for the seller or AND FURTHER THE seller, their heirs, executors and administrators shall and will from time to time and all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters conveyances and assurances in law whatsoever for the better and more perfectly assuring the said flat and every part thereof unto the use of the Purchaser in the manner aforesaid as by the Purchaser, his heirs, executors, assigns or his counsel shall be reasonably required
- 3) The Seller do hereby state and confirms that we had not mortgaged or created any charge / lien or risk of any nature on the said Building or it's part, by executing the same in any nature to anyone else. We had not obtained any Bank Loan or Finance from any firm or person on the said building or any part thereof. We had not created any encumbrance on or

any part of the building, including said flat under consideration. There is no pendency of any proceedings of Acquisition, requisition or reservation on the said land. There is no any injunction order of any of the court. There is no any type of share, part right, interest, charge, right of maintenance or residence of anyone else of any nature. As such the ownership rights of the party at the Second Part is absolutely clear and marketable.

- 4) You the Purchaser is entitle to enjoy said flats with absolute ownership rights. You will have to make the use enjoyment of the common facilities and common amenities provided in the said scheme, in common with other flat owners of the schemes as per rules and regulations of the scheme. We have Formed an Association of Flat owners of the scheme under the name and style as "The Imperial Heights Flat Owner's association" and being a Flat owner of this scheme, you the purchaser compulsorily required to be a member of said association and you're bound to follow all the rules and regulations framed by the said association. You're compulsorily required to pay the amount of Maintenance Deposit whatever may fixed and to pay monthly maintenance charge as may be fixed by the association from time to time, within time stipulated, irrespective of more or less usage of common facilities and common amenities. Association will be entitle to discontinue the common facilities and common amenities upon failure to pay the maintenance charges
- 5) You the purchaser entitle to have indivisible proportionate share in the land of the said The Imperial Heights Scheme with other flat owners of the scheme
- 6) You the purchaser shall not bring, store or Keep any explosive or prohibited goods in the said flat. You're required to obtain prior written permission from the association before letting out the said flat. You're also require to pay Transfer Fee upon sale of said flat as may be fixed by Association. You will use the said flat without creating any nuisance, annoyance or damage to other flats owners of the scheme. You're not permitted to do or perform any political, Religious, illegal or Anti-Social activities from the said Flat
- 7) We the Seller reserve unsold terrace rights of the scheme with us and with absolute authorities. We are entitle to construct additional construction work of residential in nature, on the said terrace upon enhancement of F.S.I available to us. You the purchaser shall not raise any objection, dispute or litigations in this regard.
- 8) You the purchaser shall not place or throw any garbage in common area like passage, Staircase, Parking, Garden etc.. you shall be require to keep water and drainage line in the said flat clear.
- 9) You the purchaser or association cannot make any change in the colour scheme, elevation or Name of the scheme. You're not permitted to make any temporarily or permanent changes which may distorts symmetry and uniformities of the scheme. Construction work of the said Building is done on frame structure type. You're not allowed to make any change, alteration, removal of any beam, column or support wall in the said flat.
- 10) Construction work of the said building is new. You're required to pay all the Municipal charges as may be levied by the Adhewada Gram Panchayat and any such authority as may prescribe later.

- 11) You're required to get transfer the said flat in the records of Adhewada Gram Panchayat in your name at your own cost. We agrees to sign application forms in this regards. We have to extends our full co-operation in this regards.
- 12) You the purchaser has taken over the peaceful, vacant and physical possession of said flat after obtaining understandings and information about the rights and title of the said flat. You the purchaser has express your fully satisfaction as regards to the construction work, finishing work, Electrical Fittings, fixtures provided, Sanitary wares etc. and amenities, facilities provided in the said Flat as well as in the said THE IMPERIAL HEIGHTS Scheme. You shall not raise any objection/ dispute in this regard in future. Responsibilities of we the seller shall be seized upon executing this present Indenture.
- 13) You the Purchaser has paid up the Stamp Duty payable on present Sale Deed together with Registration Fee, Legal Charges etc..Stamp Duty Payable to the tune of Rs. /- has been paid and got stamp Franking on this present.
- 14) Following Documents have been handed over to you.

**List of Documents handed over**

- a) Copy of Jungle Book and Tippan of the land bearing RS No.26
- b) Copy of VF No.6 showing promulgation entry No.40 in the name of Kanbi Valabhai Parmabhai
- c) Copy of VF No.6 bearing entry No.390 showing details of distribution of land among the sons of Kanbi Valabhai Parmabhai
- d) Copy of VF No.6 bearing entry No.1154 showing names of heirs of late Shri Karamshibhai Valabhai
- e) Copy of VF No.6 Showing Distribution of land between Haribhai Karamshibhai , Talshibhai Karamshibhai and Odhabhai Karamshibhai
- f) Copies of records of rights in prescribed VF-6 and VF No.7& 12 , VF No.8-A pertains to land of Revenue Survey No.26p5 in the name of Odhabhai Karamshibhai
- g) Xerox copy of Sale Deed bearing Registration number 1861 dated 18-08-2006 executed by Odhabhai Karamshibhai-HUF in favour of Kanubhai Nagjibhai Kakadiya
- h) Copy of records of rights in prescribed VF-6 & VF-2 pertains to land of R.S No.26p5 in the name of Kanubhai Nagjibhai Kakadiya
- i) Copy of Plot Verification and Measurement Sheet with Part Form No.4 issued by Dist. Inspector of Land Records, Bhavnagar
- j) Copy of Zoning Certificate dated 28-02-2014 issued by Bhavnagar Area Development Authority with Part Development Plan of village Adhewada
- k) Copy of Lay-out plan approved by Bhavnagar Area Development Authority with Letter of Permission dated 21-06-2014
- l) Copy of revised Lay-out plan approved by Bhavnagar Area Development Authority with Letter of Permission dated 31-07-2014
- m) Order of District Collector, Bhavnagar dated 15-09-2014 for the conversion of said land from the agriculture purpose to Residential purposes.
- n) Xerox copy of Sale Deed bearing Registration number 940 dated 21-04-2015 executed by Kanubhai Nagjibhai Kakadiya in favour of we the seller- M/s. SHREE RAM INFRASTRUCTURE
- o) Copy of VF-2 in favour of M/s. Shree Ram Infrastructure
- p) Copy of Building Plan approved by Bhavnagar Area Development Authority with letter of permission for commencement of construction work dated 24-09-2014

- q) Copy of Building Completion Plan approved by Bhavnagar Area Development Authority dated - -201 and Copy of Occupancy Certificate bearing Sr. No. dated - -201
- r) Copies of Tax receipts issued by Adhewada Gram Panchayat for the assessment Year 2017-18

SCHEDULE-1

Description of Flat Sold

All the piece and parcel of Freehold Immovable property bearing **Flat No.** \_\_\_\_\_ situated on \_\_\_\_\_ **FLOOR** of the Building in **WING-**\_\_\_\_\_ of the Residential Flats scheme Known as **THE IMPERIAL HEIGHTS** admeasuring about \_\_\_\_\_ **Sq. Mt., Carpet area** having boundaries as detailed here under, together with indivisible proportionate share in the land of said **THE IMPERIAL HEIGHTS** situated on Non Agriculture land for Residential usage bearing **Plot No.1 of Revenue Survey No.26p5 of Post- ADHEWADA** within Registration District Bhavnagar & Sub-District Bhavnagar-4 (Tarsamiya)

BOUNDARIES

|          |  |
|----------|--|
| By North |  |
| By South |  |
| By East  |  |
| By West  |  |

SCHEDULE-2

Photographs of Flat Sold

Postal address of said Flat

**Flat No.** \_\_\_\_\_, The Imperial Heights, RS No.26p5, Madhav Green City, behind Iskcon Temple, 100 Feet Road, Adhewada , Bhavnagar

We the Parties to this Indenture, do hereby Confirms that photographs shown above are true and that of said Flat sold

We the parties to this Indenture have carefully studied all the clauses mentioned herein above In WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day and year first herein above written.

SIGNED AND DELIVERED by, Within  
Named **PURCHASER**

SIGNED AND DELIVERED by, Within  
Named **SELLER- M/s. SHREE RAM INFRASTRUCTURE**, a partnership Firm through it's partners

(KALPESH LAXMANBHAI PATEL)

(NILESH BALABHAI VAGHANI)

\_\_\_\_\_  
(VASHRAMBHAI D. SACHAPARA)

IN OUR PRESENCE

Name

Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DRAFT COPY