

DEED OF CONVEYANCE

District: BHAVNAGAR Sub-District: BHAVNAGAR-2 (Chitra)
Deed of Conveyance of a Residential Flat, bearing **Flat/SHOP No.**____
situate at _____ FLOOR of the Building known as **SAMRUDDHI APARTMENT**(A, Mixed Development Project registered under Provisions of REAL ESTATE REGULATORY ACT, 2016 vide Registration Number _____ dated - -2022) admeasuring Carpet Area as per RERA Act, 2016 _____ **Sq. Mt. with Balcony admeasuring _____ Sq. Mt.**, together with proportionate Un-divided Share in the **land admeasuring _____Sq. Mt.**, with all the common amenities provided in the scheme, built over the Non Agriculture freehold land bearing **Plot No. 30, 37 AND 38** admeasuring 454.31 Sq. Mt. forming part of the Revenue Survey No.250 p1/1 lying and situate at- Post- Chitra, Taluka & District Bhavnagar, within Registration District-Bhavnagar & Sub-District Bhavnagar-2 (Chitra)

This Deed of Conveyance is made and executed at city Bhavnagar, today, the _____ day of _____, 2022 between the parties within named

Party at the FIRST PART: PURCHASER

Shri _____ Aged about _____ Years,
Being Indian Inhabitant and residing at _____,
Bhavnagar

[Mobile No. _____]

(Herein after referred to as "**The Purchaser-Allottee**" 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: PROMOTER

- 1) **RAMJIBHAI PARSHOTAMBHAI KANANI** Aged about 70 Years, Occupation: Business, Religion: Hindu Residing at- Plot No.62, New Rushirajnagar , Chitra, Bhavnagar
- 2) **HEENABEN HITESHBHAI PAVASIA**, Aged about 45 Years, Occupation : House wife, Religion : Hindu, Residing at – Plot NO. __, Kalvibid, Bhavnagar
- 3) **DAXABEN KIRTIKUMAR PAVASIA**, Aged about 46 Years, Occupation : House wife, Religion : Hindu, Residing at – Plot NO. __, Kalvibid, Bhavnagar
- 4) **DALSUKHBHAI NAGJIBHAI PAVASIA**, Aged about 58 Years, Occupation : Business, Religion : Hindu, Residing at – Plot NO. __, Kalvibid, Bhavnagar

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

WHEREAS

The Promoter is lawfully seized and possessed of and sufficiently entitled to all that piece and parcel of Non Agriculture freehold land bearing **Plot No. 30, 37 AND 38** admeasuring 454.31 Sq. Mt. forming part of the Revenue Survey No.250 p1/1 lying and situate at- Post- Chita, Toluca & District Bhavnagar, within Registration District-Bhavnagar & Sub-District Bhavnagar-2 (Chitra)

WHEREAS the Promoter had Constructed Mixed Development Project as per Building Plan approved by Bhavnagar Municipal Corporation vide Letter of Permission No.34 Dated 12-06-2012 and the Promoters had completed all the Construction work with required amenities. Promoters to this present has prepared Building Completion Plan and same is under consideration of authority competent of Bhavnagar Municipal Corporation.

AND WHEREAS the purchaser have taken inspection of title deeds as well as plans & lay out of the building details, amenities provided therein and had satisfied him/her self 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/shop situate at _____ **FLOOR** of the building bearing **Flat/SHOP No.**_____ which is more particularly described in the Schedule annexed to this Deed, hereinafter referred to as "Said Flat/SHOP" 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 UNIT together with proportionate undivided share in the land of the Building known as **SAMRUDDHI APARTMENT** 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 unit and the other premises hereby granted as aforesaid are hereinafter referred to as "the said premises".

CHAIN OF TITLE: BRIEF PARTICULARS:

- 1) It is appearing from the records that- land of Samruddhi Apartment building was a part of the land bearing Revenue Survey No.250 . Said land of RS No.250, together with other lands was recorded at the VF-6 in the name of **Dinkarray Nrusinhprashad Desai** vide promulgation **Entry NO.1** dated 01-11-1953.
- 2) Under the provisions of The Bombay Tenancy and Agriculture land Act, 1949 Name of the **Lallubhai Vitthalbhai** was recorded as a Protected Tenant of the land bearing Revenue Survey No.250, 251 AND 253 and entry in this regard was carried out at VF-6 of Post : Chitra at **Serial No.4** dated 01-11-1953
- 3) Said **Dinkarray Nrusinhprashad Desai** was expired on the date 21-01-1955, names of his legal heirs, namely (1) **HARKANT DINKARRAY DESAI** (2) **KRUSHNAKANT DINKARRAY DESAI** (3) **MINOR- RIPUL DINKARRAY DESAI** were entered at revenue records vide **Entry No.178** dated 25-02-1955
- 4) **Shri Lallubhai Vitthalbhai** was expited and names of his heirs- (1) Thakarshibhai Lallubhai and (2) Kantilal Lallubhai were entered as tenant of the said land vide **Entry NO.196** dated 01-12-1955.
- 5) Name of **Sukhabhai Kalabhai** was entered at the revenue records as a sub-tenant of land bearing R.S No.250 admeasuring Acre 19-22 Guntha land. Entry in this regard at Revenue records was carried out vide **Entry No. 284** dated 22-04-1957. He had paid the purchase cost of said land to it 's owners and his name was entered as an occupant of the said land vide **Entry No.1492** dated 12-01-1976 as per order of Mahalkari chitra dated 12-07-1960.

- 6) Said **Sukhabhai Kalabhai** was expired leaving behind his heirs namely, (1) Raliyatben Sukhabhai (2) Bhikhabhai Sukhabhai (3) Nanjibhai Sukhabhai (4) Mathurbhai Sukhabhai (5) Ganeshbhai Sukhabhai (6) Jayaben Sukhabhai (7) Bijalbhai Sukhabhai (8) Pragjibhai Sukhabhai. Out of the above, Mathurbhai Sukhabhai was expired earlier, on the date 16-07-1983 hence names of his heirs namely – (1) Dharamshibhai Mathurbhai (2) Kadviben Mathurbhai (3) Bholabhai Mathurbhai (4) Vinuben Mathurbhai (5) Manjuben Mathurbhai (6) Minor- Gitaben Mathurbhai. Names of all the legal heirs of deceased Sukhabhai Kalabhai were entered at Revenue Records vide **Entry No.3159** dated 03-06-1991.
- 7) At the revenue records, rights of the said land bearing R.S NO.250 was written as “*Restricted rights*” under section 43 of the tenancy act. They had applied to release said land from the restricted rights to the Mamlatdar and Krushi Panch of Chitra. And accordingly, it was released vide order dated 18-07-1984. Entry in this regards was carried out at revenue records vide **Entry No. 3863** dated 23-11-1994.
- 8) Upon implementation of Urban land ceiling act, 1976 in Gujarat State, said land was given agriculture exemption. Later, it was withdrawn vide order of ULC authority vide order dated 30-01-1995. Competent authority and Deputy Collector, Bhavnagar vide his order dated 04-03-1996 had ordered to keep 40746.50 Sq. Mt. land out of land of 79117 Sq. Mt. of said agriculture land bearing RS NO.250.
- 9) Above named land holders had applied to convert said agriculture land for the residential purpose and permission in this regards was granted by Deputy Collector, Bhavnagar vide order dated 02-05-1997 and entry in this regards was carried out at revenue records vide **Entry No. 4472** dated 17-05-1997
- 10) Then after, they had entered into an agreement for sale of 19185 Sq. Mt land with **Janjaria Land Developers**, a Partnership Firm. Said agreement is registered with office of the Sub Registrar, Bhavnagar vide registration number 5982 dated 16-09-1996.
- 11) Under instructions received from partners of said Janjaria Land Developers above named land holders had sold said land to the purchasers- (1) **Mahendrasinh Jorubha Gohil** (2) **Harkhabhai Meghjibhai Chauhan** (3) **Dipakbhai Devshibhai** (4) **Muljibhai Vashrambhai** (5) **Ranchhoadbhai Premjibhai** and (6) **Bhayabhai Harjibhai** vide two sale deeds bearing Registration numbers 2767 dated 28-05-1999 and 2791 dated 29-05-1999. Partners of the said firm were joined as Confirming Party to the aforesaid sale Deeds. Entry in this regards was carried out at revenue records vide **Entry No.4763 and 4764** dated 21-06-1999
- 12) Upon death of Harkhabhai Meghjibhai on the date 25-02-2004, names of his heirs- Gauriben Harkhabhai (Wife) and his Six Daughters namely- (1) Vimuben Harkhabhai (2) Hansaben Harkhabhai (3) Labhuben Harkhabhai (4) Muktaben Harkhabhai (5) Shobhnaben Harkhabhai and (6) Kailashben Harkhabhai and Two Sons, (1) Valjibhai Harkhabhai (2) Shaileshbhai Harkhabhai were entered at revenue records vide **Entry No.6224** dated 05-09-2006. Above named six daughters of Harkhabhai, Valjibhai Harkhabhai and Gauriben Harkhabhai had made an affidavit to release their rights in the said land in favor of **Shailesh Harkhabhai** and accordingly their names were deleted from the revenue records vide **Entry No. 6227** dated 09-01-2007

- 13) Then after they had prepared part plan of said land bearing RS No.250 p1/1 admeasuring 10725 Sq. Mt. and same was approved by Town Planning Officer of Bhavnagar Municipal Corporation vide approval No.25 dated 23-01-2008. Then after they had applied to convert said agriculture land of RS No.250 p1/1 for the purpose of Residential usage. Sanction in this regard was given by District Collector, Bhavnagar vide order dated 19-4-2009 and accordingly Plot NO.1 to 63 of Part -1 and Plot No.1 to 24 of Part No.2 were approved. Entry in this regards was carried out at revenue records vide **Entry No.6399** dated 10-05-2009.
- 14) Said land holders had executed sale deed bearing Registration number 143 dated 17-01-2011nin favor of the under signed vendors for the sale of Plot no. 30, 37 & 38 of Part-1 through their constituted attorney Mansukhbhai Rajabhai Pavasia . All the Legal heirs of late – Harkhabhai Meghjibhai were joined as confirming Party to the said sale deed and they had consented the same through their constituted attorney-Shailesh Harkhabhai. Entry in this regards was carried out at revenue records vide entry No.350
- 15) Then after, we the promoter had prepared building plan for the construction of mixed development viz., Residential & Commercial construction over the said land of Plot No.30, 37 & 38 and same was approved by Dy. Town Planner of Bhavnagar Municipal Corporation vide letter of permission No.34 dated 12-06-2012. Since said Agriculture land was converted into Non Agriculture for residential usage only, the promoter had applied to grant permission to use said land for the Commercial purpose also. District Collector, Bhavnagar had granted permission in this regards. After completing construction work as per said approved building plan, we the promoters had prepared Building Completion Plan and same was approved by Municipal authorities and had issued Building Occupancy Certificate bearing Serial No. _____ dated _____ -2022. Building so constructed is now known as **SAMRUDDHI APARTMENT.**
- 16) You the purchaser had expressed your desire to purchase a Flat/ Shop at the _____ **FLOOR** of the building bearing **Flat/ Shop No._____** for the amount of consideration of **Rs.__/-** (In words, Rupees _____ only) and you had fully paid up the amount agreed as detailed hereunder. Promoter do hereby acknowledge to have receipt the same

Details of Payment Received			
Amount	Ch. No.	Date	Bank Particulars

The Promoter do hereby state and confirm that-

- 1) Upon Execution of this present deed, she the promoter 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 Municipal Corporation or 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 promoter 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 promoter or any other person or persons lawfully or equitably claiming or to claim by, from under or in trust for the promoter or AND FURTHER THE promoter, 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 promoter do hereby state and confirms that they 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. They had not obtained any Bank Loan or Finance from any firm or person on the said building or any part thereof. They had not created any encumbrance on or any part of the building, including said flat/shop 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, and charge, right of maintenance or residence of any-one else of any nature. As such the ownership rights of the party at the Second Part are absolutely clear and marketable.
- 4) The Promoter has Formed an Association of Flat owners of the scheme under the name and style as "**SAMRUDDHI APARTMENT maintenance Service Society**" (here in after referred to as "Society" for the sake of brevity). Entire common area of the SAMRUDDHI APARTMENT Building has been vested with its occupancy rights in the said **SAMRUDDHI APARTMENT Maintenance Service Society**. *You the purchaser are entitle to use and 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 association. Being a Flat/shop owner of this project, you are compulsorily required becoming a member of said society and you're bound to follow all the rules and regulations framed by the said Society . 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 society from time to time, within time stipulated, irrespective of more or less usage of common facilities and common amenities. Society will be entitle to discontinue the common facilities and common amenities upon failure to pay the maintenance charges.*
- 5) The promoter shall not have any claim of FSI, additional FSI and terrace rights after Building Usage permission had been obtained. Such rights are if any, will be enclosed by the society of the buyers.
- 6) You the purchaser entitle to have indivisible proportionate share in the land of the said **SAMRUDDHI APARTMENT** building with other unit holders of the project

- 7) 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 requiring paying 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 unit.
- 8) You the purchaser shall not place or throw any garbage in common area like passage, Staircase, Parking, Garden etc... You shall be requiring to keep water and drainage line in the said flat clear.
- 9) You the purchaser or society cannot make any change in the colour scheme, elevation or Name of the building. 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 Chita gram Panchayat and any such authority as may prescribe later.
- 11) You're required to get transfer the said flat in the records of City Survey as well as Bhavnagar Municipal Corporation in your name at your own cost. The Promoter agrees to sign application forms in this regards. She has to extend her 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. 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 **SAMRUDDHI APARTMENT** project. You shall not raise any objection/ dispute in this regard in future. Responsibilities of the promoter shall be seized upon executing this present Indenture.
- 13) If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- 14) The Promoter has got registered the **SAMRUDDHI APARTMENT** project under the provisions of REAL ESTATE REGULATORY ACT, 2016 vide registration Number _____ dated _____. We the Parties have entered into an Agreement for Sale of said Flat/shop No. _____ according to provisions and prescribed Draft Format of the act. We have got registered the said Agreement for sale with Sub-Registrar, Bhavnagar-2 (Chita) vide Registration Number _____ Dated _____. We both Parties to this Indenture are requiring obeying all the rule, regulations and stipulations laid down under the said RERA Act.

- 15) All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the **RERA**.
- 16) 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 by you vide e- stamping and Certificate in this regards issued, has been attached to this present forming part of it.
- 17) Following Documents have been handed over to you.

List of Documents handed over

- a) Certified copies of VF-6 showing all the entries pertaining to the land of Rs. No.250 p1/1 of village- Chitra
- b) Copy of sale deed Bering Reg. No. 2767 dated 28-05-1999 and 2791 dated 29-05-1991 in favour of Mahendrasinh Jorubha and others
- c) Copy of lay-out plan of the land bearing approval No.25 dated 23-01-2008
- d) NA order of Collector, Bhavnagar dated 19-04-2009 and VF-6 showing entry in this regards vide entry No.6399 dated 10-05-2009
- e) Copy of Power of Attorney executed by Gauriben Harkhabhai and others dated 23-11-2009 in favour of Mansukhai R. Pavasiya
- f) Copy of Power of Attorney executed by Mahendrasinh Jorubha and others dated 15-12-2009
- g) Copy of Sale Deed bearing Registration No.143 dated 17-01-2011 in the name of promoter along with copy of VF-8A and VF-2
- h) Copy of Building Plan with Letter of permission No.34 dated 12-06-2012
- i) Copy of Resolution of Bhavnagar Municipal Corporation for the Mutation of Name of Promoter in its record.
- j) Copy of order for the change of Usage issued by Collector, Bhavnagar
- k) Copy of Completion Building Plan with Occupancy Certificate bearing Serial No._____dated - -2019
- l) Copies of Tax receipts issued by Bhavnagar Municipal Corporation for the assessment Year 2021-22

SCHEDULE- 1

Description of Flat Sold

Flat/SHOP No._____ situate at _____ FLOOR_____ of the Building known as **SAMRUDDHI APARTMENT**(A, Mixed Development Project registered under Provisions of REAL ESTATE REGULATORY ACT, 2016 vide Registration Number _____ dated - -2019) admeasuring Carpet Area as per RERA Act, 2016 _____ **Sq. Mt. with Balcony admeasuring _____ Sq. Mt.**, together with proportionate Un-divided Share in the **land admeasuring ____Sq. Mt.**, with all the common amenities provided in the scheme, built over the Non Agriculture freehold land bearing **Plot No.30, 37 AND 38** admeasuring 454.31 Sq. Mt. forming part of the Part-1 of land of Revenue Survey No.250 p1/1, lying and situate at- Post- Chitra, Bhavnagar, within Registration District-Bhavnagar & Sub-District Bhavnagar-2 (Chitra) surrounded by boundaries as under

BOUNDARIES

By North	6.00 Mt. wide Internal road
By South	6.00 Mt. wide Internal road
By East	Plot No.31 & Plot NO.36
By West	10.00 Mt. wide road

SCHEDULE - 2

Photographs of Flat/Shop Sold

Postal address of said Flat/ Shop

Flat/Shop No._____, Samruddhi Apartment, Chitra, 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 **PROMOTERSs**

(RAMJIBHAI PARSHOTAMBHAI KANANI)

(HEENABEN HITESHBHAI PAVASIYA)

(DAXABEN KIRTIBHAI PAVASIYA)

(DALSUKHBHAI NAGJIBHAI PAVASIYA)

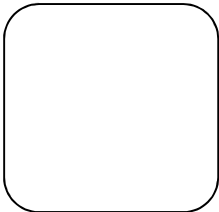
In Presence of common witnesses

ANNEXURE

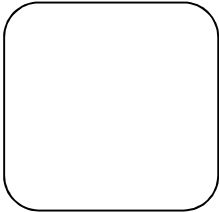
Showing Photograph and Thumb Impression of parties to this Indenture

VENDOR:

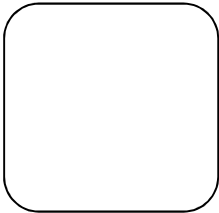
((RAMJIBHAI PARSHOTAMBHAI KANANI))



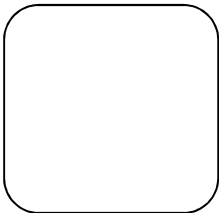
((HEENABEN HITESHBHAI PAVASIYA))



((Daxaben Kirtibhai Pavasiya))



((Dalsukhbhai Nagjibhai Pavasiya))



PURCHASER

