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DEED OF CONVEYANCE

Deed of conveyance of apartment bearing Apartment no. _____ on the _____ floor of Block No. _____ in the scheme "**The Avante**" project developed and constructed on land bearing final plot No. **04** admeasuring about **6161** Sq.mts of Town Planning scheme No. **26 Vasana-Hadmatiya** allotted in lieu of land bearing Block No. **8/a** admeasuring about **10269** Sq.mts of Mouje **Vasana-Hadmatiya** of Gandhinagar Taluka in the registration district and Sub District Gandhinagar together with undivided impartible share in land as well as in common amenities and facilities at the consideration of **Rs. _____/-** (**Rupees _____ Only**).

//2//

VENDOR

FIRST PARTY : - M/S DV BUILDCON

a partnership firm having its principal office at "DV Buildcon" Plot no.1401/2 Sector-3/B Gandhinagar

PAN No. AAVFD1109L

by and through its Partner Shri Kshitij D. Patel, Adult, 26 Occupation-Business, Residing at: Plot No. 384, Sector-8B, Gandhinagar

Hereinafter in this deed of conveyance referred to as the "Vendor" and/or "Owner" or "Seller" and/or "Developer" and/or "First party", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners of the Vendor and heirs and legal representatives, successors and assigns of the existing partners of the vendor of the One Part

PURCHASER

SECOND PARTY: - (1) Smt.

Age about-

Religion-Hindu

PAN NO: -

(2) Mr.

Age about-

Religion- Hindu

PAN NO: -

Both are residing at: -

//3//

Here in after referred to as the "Buyer" and/or "Purchaser" or "Purchaser/s" and/or "Second Party" and/or "Party of the Second part" which expression shall whenever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s, executor/s, administrator/s and assign/s, in case of HUF, coparcener/s, member/s for the time being and from time to time of the said HUF and their heirs, executors, administrators and assigns in case of proprietary firm, its Sole proprietor, his heirs, executors, administrators, successors and assigns/ incase of Partnership firm, partner/s for the time being and from time to time of the said firm and their heirs, executors, administrators and assigns. and in case of Company its Successors and assigns.

WHEREAS: -

(A) The first party vendor is seized and possessed of and/or owner/occupier of all that piece or parcel of non-agricultural Land bearing final plot No. 04 admeasuring 6161 Sq. Mtrs allotted in lieu of land bearing survey No. 8/a of Mouje Vasana-Hadmatiya of Gandhinagar Taluka in the Sub Registration District and Registration District Gandhinagar here in after referred to as a Project land, more particularly describe in the schedule-1 here underwritten.

//4//

(B) The vendor/owner has floated the scheme known and named as "**THE AVANTE**" on the project land.

(C) The Gandhinagar Municipal Corporation has sanctioned plans for construction for residential buildings being Block No A for 56 apartments, Block No. B for 56 apartments, Block No. C for 28 apartments, Block No. D for 28 apartments, collectively for 168 apartments and each Block consisting of 2Basement, first floor to Fourteen floor, Terrace, stair, cabin and Lift, machine room and issued the following Development Permission/commencement letters (Raja chitthi) has been given to construct building upon project land by GMC bearing no. PRM/GMC/285/Vasana-Hadmatiya-26/04/2023/15605, Date:-18/07/2023.

(D) History of Survey/Block No.8/a admeasuring (10269) Sq. Mtrs of Mouje Vasana-Hadmatiya. Ta & District Gandhinagar.

(1) The land bearing survey/Block No 8/a originally belong to DV Buildcon.

(2) This land was covered under Draft Town Planning Scheme No.26The AvanteVasana-Hadmatiya and is allotted Final Plot No.04 admeasuring about 6161 Sq. Mtrs.

(3) The said occupier/owner DV Buildcon applied for Non agriculture use permission and the District Collector Gandhinagar, granted non-agriculture use permission by his order No. 2409/06/03/038/2019 dated 31/12/2019. Resultant mutation of this non-agriculture use order is done in revenue

//5//

record by a mutation entry No. 1334 recorded on 20/03/2020, which is certified on 05/04/2020.

(4) The vendor “DV Buildcon” is a partnership firm duly registered under the provisions of the Partnership Act, 1932 by and under Partnership deed dated 12/04/2023, constituted by (1) Kshitij Dilipkumar Patel (2) Neel Mukesh Patel (3) Jay Vikrantbhai Purohit (4) Vikrant Virendra Purohit (5) Aditya Goenka (6) Yagnesh Upadhyay (7) Paresh Natvarlal Dudhiya (8) Jay Subhashchandra Patel (9) Kalpeshkumar Vitthalbhai Patel as the partners there of and this partnership as on this date, is in full force.

(5) By a deed of conveyance dated 21/06/2023 registered with the Sub Registrar - Gandhinagar on the same day under registration No. 32936, the said owner/occupier DV Buildcon sold and conveyed the project land, more particularly described in the first schedule here under written to -the vendor “DV Buildcon” here in. By virtue of this conveyance deed, the name of the vendor here in is entered as owner/occupier of the project land by mutation entry No.1450 recorded on 21/06/2023 which is certified on 26/07/2023.

(6) Thus, the vendor has become owner and is entitled to hold and possess the project land as absolute independent owner/occupier thereof.

(E) "DV BUILDCON" project of the vendor is registered under the provisions of The Real Estate (Regulation and Development) Act 2016 and the Gujarat Real Estate (Regulation and Development (General)) Rules 2017 (for short

resp. the RERA Act or the Act and the said Rules) with the Real Estate Authority (for short the said Authority) and the said Authority has issued Registration certificate for the project bearing No. _____-copy of RERA Registration certificate is annexed here to as annexure-C.

(F) The owner/vendor has completed Constructions of said project as per sanctioned/approved plans and specifications.

A copy of floor plan is annexed as Annexure- A, and copy of unit plan is also annexed as annexure- B

(G) The purchaser has inspected and verified/got inspected, checked and verified through Competent Persons revenue records, N.A permission, documents and papers evidencing title of the vendor and its predecessors-in title, documents filed by the vendor with Real Estate Regulatory Authority. form F of T.P. Scheme, T.P Plan, Development Permission/commencement certificate, Approved Plan, Building use Permission (B.U), issued by GMC building materials used, quantity and quality of construction and other relevant document and has/have obtained all necessary and relevant information with respect to the project and of the building and in particular area and measurements of the Apartment under purchase as also of common amenities and facilities provided in the project as also infrastructure of the project and having carefully studied the same, got them scrutinized and examined by his/her/their/its Lawyers, is and/are fully satisfied about the right, title and interest of the vendor and its predecessors in title in regard to the project land and about the project constructed thereon and the purchaser/s declare/s and confirm/s that no further inspection, verification

//7//

and/or investigation and/or any requisition is required or necessary and is/are fully satisfied and have declared that he/she/they/it will never raise nor will be entitled to raise any objection, complaint or dispute in any manner thereto in future.

(H) On being satisfied about the "**THE AVANTE**" projects as a whole and in particular about the apartment intended to be purchased and the Measurement of the apartment/flat and about the specifications, the Purchaser applied for and had by Agreement for Sale dated _____ (hereinafter referred to as the "said agreement") registered with Sub-Registrar Gandhinagar on the same day under registration No. _____.
I agreed to purchase Apartment/Flat No. _____ on _____ floor of block No. _____ together with undivided impartible share in the land, also together with rights and usages in common with other occupiers in the common areas, amenities and facilities. More particularly described in the second schedule hereunder written, herein after referred to as the said property and/or the said Apartment/Flat at or for a price or consideration of **Rs. _____/- (Rupees _____ Only)** and on other terms and conditions mentioned herein and those mentioned in the agreement for sale.

(I) As per the provisions of the Act, Service society formed by the vendor to consist of allottee/purchasers of the units/apartments in the project scheme as its member and shareholders for efficient management, maintenance and upkeep/running of common areas, common assets/properties, common amenities and facilities etc. as also for common good object and purpose of the allottee/purchaser.

As per Sec. 19(9) Every Allottee of the units/apartment, plot or building, as the case may be, shall participate towards the formation of an association or society or co-operative society of the allottees, or a federation of the same.

(1) The nature, extent and descriptions of the common area and facilities and amenities of the said project are more particularly described in schedule III here underwritten.

(2) The fixtures and fittings with regard to the flooring and sanitary fittings and Specification and amenities for the Apartment provided the said building and the Apartment are as set out in Annexure 'D', annexed here to.

(3) As per the provisions of the Act, it is mandatory for every allottee/purchaser of the unit/apartment in the scheme to be a member of the society so formed and to adhere to and to abide by the By-laws, Rules and Regulation formed, Resolutions made by the society. This apart as per the provisions of the Act read with the Notification issued by the Gujarat Real Estate Regulatory Authority, Gandhinagar under No. GUJRERA/ORDER-13 dated 09/07/2018 allottee/purchaser of the unit/ apartment/flat in scheme to whom the proportionate undivided share in land, in common areas and facilities is conveyed by the promoter/vendor is required to handover vacant, peaceful physical possession of the proportionate undivided portion in common areas and other facilities and amenities to the society formed of the allottee/purchasers of Apartment in the Scheme.

//9//

(J) The consideration of the apartment is calculated only on the basis of carpet area as per RERA of the said apartment and includes the price of other appurtenant areas (meant for exclusive use of the allottee/purchaser), proportionate price of the common areas including the price of undivided share of land and facilities of the said project/scheme.

(K) The purchaser has requested the vendor/owner to convey the said property Apartment/ Flat more particularly described in the second schedule hereunder written in his/her/their/its favor and to execute conveyance and to complete registration formalities, which the vendor/owner agrees to do and convey.

NOW THIS CONVEYANCE WITNESSETH AS UNDER

(1) In consideration of the above premises and in further consideration of the said agreement for sale and in further considerations of the sum of **Rs. _____/- (Rupees _____ Only)** being the full consideration paid by the purchaser to the vendor as per receipt set out at last (payment and receipt whereof the vendor doth hereby admit and acknowledge and of and from every part thereof forever acquit, release and discharge the purchaser),

Date	Amount	Chq. / DD/ Reference No.	Bank Name

//10//

Note (Which is applicable only if the aggregate consideration is equal to or more than Rs.50 Lakh only) The above payments include remission of TDS @ 1% of every installment aggregating total Rs.0/- (Rupees Zero Only) under the provision of the IT Act and remitted by the vendor/on behalf of the purchaser to I.T. Department)

Total Rs. _____/- (**Rupees _____ Only**) being the consideration in full paid by the purchaser/s to the vendor, the vendor doth hereby allot, grant, sell, assign and convey and assure unto the purchaser the said property being Apartment/flat No. __-__ on the ____ floor of building block No.____ more particularly described in the second schedule hereunder written together with undivided share in the land also together with rights in the common to use common area, common amenities and facilities (more. particularly described in the second schedule), also together with other common interest and benefits of the project, subject to the stipulation that he/she/they/it has/have to hand over lawful vacant physical possession of the common area, amenities and facilities fallen to his/her/their/it's share to the service society for its efficient management, maintenance and upkeep as per the Act, read with the notification issued by RERA Authority, referred above.

(2) The right, title and interest of the Purchaser/s is limited and restricted to the said Apartment and appurtenant undivided impartible share in the land and FSI for the said Apartment and right to use common area, amenities and facilities in the project etc.

//11//

(3) The purchaser/s TO HAVE AND TO HOLD all and the singular the said Apartment/property hereby allotted, granted, sold and assigned and intended or expressed to be with every of their rights, members and appurtenances into and to the use and benefit of the purchaser/s forever subject to the payment of all rates, due taxes, assessments, and duties now chargeable upon the same or become chargeable in future to the Gandhinagar Municipal Corporation (GMC), revenue departments of the state government and other local body or public authority in respect of the said property/apartment further subject to obligations, terms, conditions, restrictions, acceptance, Rules, Regulations and stipulations running with the said property/apartment and binding to the purchaser/s and those mentioned hereafter, which shall control and regulate rights, interest duties and obligations of the purchaser.

(4) The vendor has upon execution of this deed, delivered vacant and peaceful legal and physical possession of the said property/Apartment more particularly described in the second schedule here under written in good and proper condition. The purchaser/s has/have verified and are fully satisfied with the measurements of the carpet area and Balcony areas, of the said Apartment. undivided share in the land, also together with rights in the common to use common area, common amenities and facilities, physical condition of the apartment as also about the quality of Constructions, specifications and materials used, fixtures, fittings provided in the said Apartment, common project amenities, facilities etc. and is/are fully satisfied and has/have no objection complaint, grievance or dispute in this regard and shall not raise/shall not be entitled to raise any

//12//

dispute claim or demand in future. The purchaser/s is/are required to abide by the stipulations in regard to the common areas, amenities and facilities provided in the project scheme and maintained and managed by the society.

(5) The vendor both hereby for itself, its Successors and assigns confirm and Covenant with the purchaser that notwithstanding any act, deed, matter or thing whatsoever by the vendor or any person/slaw fully and/or equitably claiming by, from, through or under them or omitted or knowingly suffered to the contrary, the vendor has now good right, full power and absolute authority to allot, grant, and convey and assure the said property/Apartment here by granted, sold and conveyed or assured or intended to be so unto and to the use of the purchaser/s in the manner aforesaid and subject to the terms and conditions mentioned in this deed, agreement for sale and also subject to the Resolution, Rules and Regulations of the society for the time being and from time to time

(6) The vendor hereby for itself it's executors, administrators and assigns Covenant with the purchaser's that it shall be lawful for the purchaser/s from time to time and at all times hereafter peaceably and likely to hold enter upon, have, occupy, possess and enjoy the same and receive the issues and profits thereof and every part thereof to and for his/her/its own use and benefits, without any, suit, lawful, eviction, interruptions, claim or demand whatsoever from or by the vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for them, subject to the aforesaid.

(7) The vendor covenants with the purchaser/s that the said project land / Apartment is not under any acquisition or reacquisition or reservation for any purpose and no notice for such purpose has been issued to or received by the vendor and that no one else has any right of maintenance or otherwise from or over the said property/apartment and that the said property/apartment is free from any lien, mortgage, charge or encumbrances and thus the said property/apartment is free from any mortgage or encumbrances.

(8) The purchaser/s hereby declares and confirm/s that he/she/they/it are legally entitled to purchase the said apartment under the prevailing laws and has/have, where necessary, taken required permission for the purchase of the said apartment and has/have paid the consideration for the said apartment through legally permissible means and that he/she/they/it shall remain totally responsible on account of breach of any law or regulation and absolves the vendor from any such responsibility or liability and shall indemnify and keep harmless the vendor. The vendor accepts no responsibility or liability if any remittances or transfer of money is attracted by the provisions of foreign exchange management act 1999 and statutory amendments thereof.

(9) The terms of other documents or writings such as agreement of sale, Affidavit/declaration, mou etc. shall also remain binding to the purchaser/s and his/her/their/it's transferees. The vendor declares that, if the purchaser/s, within a period of five years from the date of handing over possession/of B.U. permission brings to the notice of the vender any structural defect or any other material defect in

//14//

workmanship, quality or provision of service, the vendor agrees to rectify such defect to the extent possible and if it is not possible to rectify such defect, then the purchaser/s shall be entitled to receive compensation equal to reasonable cost to rectify/cure such defect, provided however that the vendor shall not remain responsible or liable to rectify any defect or for payment of compensation in the matter of following events:

a) For any natural wear and tear or any damage resulting from rough or improper or careless or negligent use or unauthorized modifications, alterations therein or thereof.

b) If it is to the extent of any inherent permissible variation or tolerance in shape, size, thickness, color variation of products, which are not considered as defect by the manufactures or suppliers of products or articles.

c) If the cause of any such defect is beyond the control of Vendor or is not attributable to the vendor.

d) If the Purchaser's has/have defaulted in any of his covenants, terms and conditions or committed breach or violence of the term of usage of any product or article or any it's misuse or improper use.

(10) In furtherance to this deed of conveyance, it is hereby mutually agreed and understood between the parties that the purchaser herein has/have purchased the said apartment on the following terms and conditions and covenant/s with the vendor asunder:

a) The purchaser/s is/are aware that as provided in the Act, Cooperative Housing Service Society Limited (for short the society) is formed for effective management, maintenance and upkeep of common areas, amenities and facilities provided in the **"THE AVANTE"** project and purchaser/s shall mandatorily become member of the society by purchasing required numbers of shares and shall sign and execute all application writings as are or may be necessary for the membership. The purchaser/s also agrees to and shall abide by the rules, regulations and resolutions of the society as are at present and those that may be formed from time to time and any addition, alteration or modifications thereof that may be made from time to time.

b) The purchaser/s as the owner/s of the said apartment by virtue of this deed agree/s to and shall deposit maintenance deposit as is or may be decided by the society/vendor in advance, without any dispute. The purchaser/s further agree/s to and shall regularly pay common monthly running maintenance charges or any other applicable Taxes if any and contribute amount as may be fixed for repairs or renovation etc. of the common area, amenities and facilities. The purchaser shall also be required to pay additional amount in future as surplus fund or otherwise if the society so decides to meet with such expenses. In case if the purchaser neglects or fails or refuses to pay if the necessary charges I the society, the society shall become entitled to cut off common services agreed to be given in respect of common area, amenities and facilities and the purchaser/s shall not remain entitled to claim or demand such services from the said society till payment of

//16//

the outstanding's with interest and/or penalty if any to the society.

c) The said Apartment with undivided proportionate share in the land more particularly described in the second schedule hereunder written along with undivided proportionate share, right to use the common area, amenities. and facilities has been transferred to the purchaser with a clear understanding and agreement and consent of the purchaser/s that as per the Act read with the notification / order No. GAS/RERA Order no.13 dated 09.07.2018 the vacant, quiet, peaceful physical possession of the proportionate share of the purchaser in common areas, facilities, amenities and convenience is through the purchaser's stand transferred to the society for efficient management and maintenance of the common areas, amenities, facilities and conveniences provided in the project. Likewise, all other purchaser/s of the apartments in the scheme shall likewise transfer physical possession of their respective share in the common areas, amenities and facilities to the society and that they will and shall not be entitled to withdraw from it or raise any dispute.

(11) The Purchaser/s shall observe and perform all the bye laws, rules, regulations and resolutions of the society and any addition, alteration or amendments thereof from time to time as well as for due compliance of various provisions of the prevailing laws for efficient management, protection and maintenance of the project. The purchaser/s shall also observe, comply and perform all terms, conditions laid down by the society for the occupancy and use of the apartment sold and shall regularly and punctually pay and contribute towards the

//17//

taxes, cost, expenses and other outgoings, as also requirements and demands of the society.

(12) The purchaser shall

a) Hold, occupy and use the said apartment only for residential purpose and not for any other purpose whatsoever,

b) Shall not use or allow to be used the said Apartment or any part thereof or permit the same to be used for any purpose which may cause any nuisance or annoyance to the owners/occupiers of the other apartments in the project or neighbors.

c) Shall not use or allow or permit it to be used for any unlawful or immoral purpose. The vendor/ society shall be entitled to stop nonresidential use.

d) Not obstruct in any manner or method whatsoever the common areas, passage, ground floor and side margins, stairs of the project.

e) Not throw rubbish, garbage, dirt or any other refuse or permit the same to be thrown out from his/her/ their/its apartment in the common passage, balconies, stairs, margin or any portion of the project and maintain the elevation and aesthetic of the project. The purchaser shall not put shoes racks, pots-plants, dustbins, sign boards etc. in common passage, roads, including all common area etc., as well as on the his/her own balcony/gallery, verandah parapets and reling and chajja. The purchaser covenants that the external elevation

and exterior balcony/terrace and exterior color scheme including balcony & open terrace shall be maintained as decided by the vendor and the purchaser shall not make and shall not be entitled to make any such changes without the prior express permission of the vendor and also purchaser shall not cover the balcony/gallery, verandah parapets and railing and chajja by anyway,

f) Carry out work in regard to preparation and installation of furniture, fixture, Fit outs, repairs in a professional manner with no or least unavoidable inconvenience to the other occupiers of other apartments and without causing any damage to the common areas and facilities in the project.

g) Not store in the apartment any goods of hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the building or any goods declared objectionable for storing and take care while carrying the articles that it may not damage staircase, common passage or entrance and the purchaser shall remain liable for the breach.

h) The vendor/society shall also be entitled to impose any fine or penalty for any breach to the apartment owner and/or its occupiers/users from time to time.

i) The purchaser shall not use the said apartment or any part thereof as consulting room, doctor's clinic or Hospital or nursing home or tuition class or for any other purpose.

j) The purchaser/s shall maintain at his/her/their/ its own costs the apartment purchased in the same good condition and

order in which it is delivered and shall abide by all laws, by laws, rules and regulations of the government, GUDA, Corporation or any other local authorities, Electricity supply authorities and shall remain responsible and liable for all actions, omissions, and/or breach or violations of any rule and/or conditions.

The promoter shall not have any claim on FSI, additional FSI and terrace rights after building use permission has been obtained, such rights if any will be owned by the association of allottee.

k) The purchaser and/or any person through, under, on behalf of the purchaser/s shall not do any addition, alterations, modification of the said Apartment or any part thereof which are likely to cause damage or structural deterioration to the said Apartment or neighboring premises or the building and shall keep the sewers, drains, pipes and connections, and appurtenances thereto in good tenable condition and repair so as to protect the other parts of the building and shall not make any modifications or change in the elevation, facade of the building or the color scheme. The purchaser/s shall, if required or necessary, carry out internal civil work other than structural with prior written permission of the vendor/society and after obtaining prior permission of the GUDA or any other authority as per the provision of law, and he/she/they/it shall do so without doing any damage to the structural parts of the building such as beams, Column etc. The purchaser/s shall not change or alter the size, shape of the windows, doors etc. and shall not make any hole in the Wall or construct new window and shall not damage partition walls, common walls of

//20//

flooring, ceiling of the said Apartment. Only the vendor/society will provide name plate of the purchaser/s and other Apartment owners/members at a designated place on the foyer at Ground floor of the building. The purchaser/s is/are not allowed or permitted to put any nameplate, hoarding or façade without express Permission of the vendor/society and also the vendor/society will Provide the name plate of the initiate/first purchaser/s at the entrance wall/door of the said apartment.

l) The purchaser/s shall keep insured its Apartment against loss or damage by fire, Earthquake or any other natural calamities and produce to the vendor/society on demand the insurance policy and apply for insurance compensation money as early as possible, in repair and reinstatement of the apartment. The purchaser shall not do or permit to be done anything which may render the insurance void or voidable or render it for payable of increased premium.

m) The purchaser/s is/are made aware that as per the provisions of the GDCR (General development control regulations) issued by the government of Gujarat under the Gujarat Town planning and Urban Development Act, 1976, it is and shall be the responsibility of the purchaser/s of the apartments in the buildings to ensure compliance of Fire prevention and safety provisions in the building and that it shall be kept in working condition. It is also the responsibility of the apartment purchasers in the building to obtain periodical inspections and renewals of the fire system License. The purchaser/s and other Apartment purchasers should always

//21//

remain in touch with the society and ensure the compliance of the fire system arrangements.

n) This apart, the purchaser/s hereby appoint, empower and authorize in his/her/their/its name and on his/her/their/it's behalf to do execute and perform all acts, deeds, matters and things for all or any of the aforesaid intent or purpose, including but not limited to execute, sign, make and present and file all statements, forms, Applications, consent's, declaration, layout and construction plans and to appear and to act before various competent Authorities and offices in respect of any of the above matters.

o) The purchaser/s agree/s to and shall permit the vendor and or society, his/it's agents, employee, workmen, Engineers, and others at all reasonable times and at any time in case of emergency to enter into or upon the apartment sold to him/her/them/it or any part thereof for the Purpose of repairing of the building, cables, Water lines, Gas line, drainage etc. or for Services used in the said building and/or for additional Construction of units. over the Terrace, if and when done by the vendor and also for the purpose of the cutting/stopping/restoring of supply of the water and/or any other facility in the said apartment, or any other Apartment whose owner/occupier shall have committed default in Paying his share of maintenance, charges, any other taxes, electricity charge or any other outgoings or for breach of rules and regulations of the society

p) Even if all safety measures are taken by the vendor, the water being Liquid substance is likely to escape, resulting into

//22//

its leakage of water from the toilets, bathrooms and wet areas in from apartment and from neighboring and other apartments. Leaked water, moisture may appear on wall of the Apartment, which may deteriorate the plaster on the walls and the paints and leakage may also be due to Various reasons not connected with the construction and cannot be construed to be damage. The purchaser/s accept/s and agree/s that the vendor shall not remain liable or responsible for any leakage and consequent damage in the apartment. The purchaser/s Agree/s undertake/s to get repaired the toilet, bathroom and wet area at his/her/their/its own cost, specially and particularly if the occupiers of the lower floor below the apartment complains of any such leakage.

q) The lift provided by the vendor is of standard quality and necessary permissions are taken by the vendor for its use. The lift is a machine not manufactured by the vendor. Therefore, the vendor/ society shall not become liable or responsible for injury to any user in the event of its use, misuse or negligence and the purchaser/s or user of the lift shall not and shall not be entitled to demand and/or to claim any damages or compensation from the vendor/ society. The lift facility provided on the building shall be used by the purchaser/s and apartment occupiers, their employees, servants, visitors etc. as per the normal standard of its usage as well as by the norms, rule and regulations formed or followed by the vendor/society. It will be responsibility of the owner/occupiers of apartments, as provided in the GDCR notified by the Gujarat government, to follow the maintenance protocol, to renew the license in time and not to misuse it. The purchaser/s agree/s to abide by and follow the usage protocol for lifts.

r) The purchaser/s and his/her/their/its family member's visitors, servants etc. shall not damage or spoil any part of common assets, parts, facilities and amenities provided. The vendor/society is and shall be entitled to impose fine and to recover the cost of repairs from the purchaser or person damaging or spoiling the common property or for rendering it unfit for use.

s) All parking areas of the project are on an allocation basis and allocation rights are solely with the vendor. The vendor has in its sole discretion provided vehicle parking spaces in the Hollow Plinth or at ground level or ground level margin well as in the basement of the buildings for the parking of vehicles of the apartment owners. Allotted one parking slot will be provided to each apartment purchaser. The purchaser/s and his/her/their/it's family members shall park their vehicle only in their allocated/specified parking slot/area and he/she/they/it and/or their family member are not and shall not be entitled or allowed to park their vehicles in the allocated parking area of any other member or in the visitors parking area. Such exclusive allotment of parking slot is not separable or impartibly from the apartment, which shall always go together and shall ensure with the apartment. The vendor has right to provide other parking slots to other members which the vendor may deem fit. The purchaser/s agree/s to abide by the parking allocation arrangements made by the vendor and agree/s not to raise any objection or dispute in this regard in future. The purchaser / s further declare / s that he/she/they/it has/have not paid any additional or separate/special amount for-allotment of parking slots space. This allocation is in benefit of good

//24//

management of the society traffic and for proper administration of the society. The purchaser shall use the allotted parking space only for purpose of parking vehicle only and shall not be entitled to transfer in any manner or sublet it devoid of the apartment with which it is attached.

t) The Purchaser's accept that even after the formation of service society, the vendor is and shall be entitled to sell and/or transfer in any manner unsold apartments in the project to prospective buyers on such form and conditions as deemed fit and such purchaser/s of unsold Apartments shall be entitled to become members of the service society and to use all common areas, facilities and amenities at par with the earlier purchaser/s of other apartments.

u) The purchaser/s shall be entitled to transfer/sell, give on rent/lease/license or create mortgage or his/her/their/it's interest in the apartment sold or deal with or dispose of the charge, can part with said apartment after obtaining prior written permission/approval of the vendor/society. The transfer in any manner or by way of inheritance or succession of the apartment shall take effect along with the share in land and common areas, amenities and facility along with the share and membership of the society and as per rules, regulations and policies of the society in force from time to time. The vendor/society is and shall be entitled in its own discretion to deny such approval or permission if the activities of the Purchaser/s transferor/s and/or transferee are not suitable to the society or if the present owner/occupier is found to be in breach of the terms and conditions of the deed and-other documents and/or of the rules and regulations of the society and such transferee/s

//25//

of the apartment in any manner shall sign all applications, forms, declaration etc. as are necessary or required for giving membership and shall be bound to observe and to abide by the rules, regulations and resolutions of the society from time to time and also all the terms, conditions and stipulations mentioned in this deed and in the agreement for sale shall remain binding to such transferee/s.

v) If the common amenities, facilities, Assets is damaged by the purchaser/s, his/her/their family members, occupiers, users or is found to have committed or in breach of any terms and conditions, the vendor/society shall have absolute right to compel the purchaser/s to rectify and repair and make good the damages at his/her/their own costs and expenses and if he/she/they/it fails to do so, the vendor/society shall have right to cause it to be done through its agents and workers at the cost of purchaser/s.

w) The Purchaser/s confirm/s that he/she/they/it has/have thoroughly read, got read and explained this deed of conveyance and has/have fully understood each and every detail and contents, terms and conditions of this Deed and has/have signed this deed and the vendor has executed this deed at the request of the purchaser/s.

x) The vendor has authorized and appointed **Shri Kshitij D. Patel** as the authorized partner of the vendor to sign and execute this deed and to complete its registration formalities.

y) In case of Joint purchasers:

- (1) All communications/notice shall be sent by the vendor/society to the Purchaser whose name appears first at the address given by him/her/it, which shall be considered as served to the other joint purchaser/s for all intents and purposes but the liabilities, responsibilities shall always be joint and several.
- (2) Consents, confirmation, declaration given by the first named Purchaser shall be construed and deemed to have been given and received from the other joint purchaser, save and except in cases of transfer in any manner. such as sale, mortgage, lease/Rent/License etc. consents and signatures of all the purchasers shall be required and shall be given.
- (3) The first named Purchaser shall alone be able to represent their interest and other joint purchaser shall not have any separate or independent right or say.
- (4) The apartment sold shall stand in the joint names of the Purchasers as one single unit and remain undivided.
- (5) If any of the provision of this conveyance is determined to be unenforceable or void under any Law, such provision of this conveyance shall be deemed amended or deleted so far it is inconsistent and to the extent necessary to conform to the applicable Law as the case be and the remaining provisions of this conveyance shall remain valid and enforceable.

//27//

(13) The said Apartment is situated outside the area covered by the Gujarat prohibition of transfer of immovable property and provisions for protection of tenants from eviction from premises in disturbed area Act, 1991, and therefore no prior permission of the collector is required to be obtained.

(14) If applicable then The Purchaser/s has/have caused payment/remittance of TDS @ 1% as per the provisions of the I.T. Act at the time of payment of each installment of consideration through the vendor.

(15) The expenses for the stamp duty, additional stamp duty, if any, registration fees, miscellaneous expenses, Lawyer's Fees etc. in respect of this deed is and shall be borne and paid by the purchaser/s.

(16) SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

The schedule above referred to

SCHEDULE-I

(Description of Project Land)

All that piece or parcel of non-agricultural land bearing final plot number, 04 admeasuring 6161 Sq.Mtrs. of Town Planning. Scheme No. 26 Vasana-Hadmatiya allotted in lieu of land bearing Block No. 8/a admeasuring 10269 Sq.Mtrs. of Mouje Vasana-Hadmatiya of Gandhinagar Taluka in the registration Sub District and registration district Gandhinagar.

SCHEDULE-II

(Description of the said Apartment property)

All that property/premises bearing apartment/flat Number _____ on ____ floor of Block No. ____ in “**THE AVANTE**” project constructed on land described in schedule-1 above, having carpet area of _____ Sq.Mtrs. and other apartment area of balcony No.1 admeasuring about _____ Sq.Mtrs., Balcony No.2 (wash area) admeasuring about _____ Sq.Mtrs. and (as defined under the Act) thus the aggregating To Total admeasuring _____ Sq.Mtrs. together with undivided Impartible share of _____ Sq.Mtrs. in the final plot land, also together with proportionate share and right of use and enjoyment of common areas, amenities and facilities provided in the project land in common with other Apartment/Flat owners in the scheme and is bounded as under.

//29//

On Towards East by :

On Towards West by :

On Towards North by :

On Towards South by :

Schedule- III
(Description of common area and facilities)

- Security at society entrance.
- CCTV provision for surveillance of common areas of project.
- 3 Lifts/ Elevators in each block.
- Provision for power back-up for lifts, water pumps, & common area lightings.
- Professionally Landscaped Garden.

Annexure A:-
(Floor Plan)

//30//

Annexure B:-
(Unit Plan of the Apartment)

Annexure C:-
**(Authenticated copy of the Registration Certificate of the
Project granted by the Real Estate Regulatory Authority)**

Annexure D:-
(Specification and amenities for the Apartment)

- RCC frame structure over stilts and basement.
- Polymer textured external walls with acrylic paint.
- Cement plastered internal walls with white cement-based putty/Gypsum Putty.
- Designer vitrified tiles flooring in Drawing, Dining, Kitchen, Passage & Balconies.
- Tiles dado in all toilets up to lintel level.
- Decorative polished main entrance door with locking arrangement.
- Powder coated aluminum frame sliding windows with clear glass.
- Granite jambs for all windows.

- Single Phase concealed electrical copper wiring (ISI) with ample electrical points and MCB & ELCB protection.
- Premium quality modular switches.
- Provision for DTH TV connectivity in drawing room.
- Provision for internet connectivity.
- Granite top kitchen platform.
- SS sink with drain board.
- Designer glazed tiles dado up to lintel level.
- Glazed tiles dado upto sill level on wash balcony & below kitchen platform.
- Provision for convenient water purifier installation.
- Provision for convenient washing machine installation.
- Good quality concealed CPVC internal plumbing lines in all toilets and kitchen.
- Suspended drainage lines in all toilets.
- Quality sanitary ware & fitting in all toilets.

//33//

Address of the Property :-	Apartment No. “THE AVANTE” , Final plot number 04 of Town Planning Scheme No. 26, Block No.8/a of Mouje Vasana-Hadmatiya of Gandhinagar Taluka in the registration Sub District and registration district Gandhinagar
Sign of Vendor :-	_____
Sign of Purchaser :-	_____ _____

Address of the Property :-	Apartment No. “THE AVANTE”, final plot number 04 of Town Planning Scheme No. 26, Block No.8/a of Mouje Vasana-Hadmatiya of Gandhinagar Taluka in the registration Sub District and registration district Gandhinagar
Sign of Vendor :-	_____
Sign of Purchaser :-	_____ _____ _____

This Conveyance Deed has been executed by the parties hereto, after reading it carefully with full consciousness without intoxication or without any pressure and in presence of the following witnesses which is agreeable and binding to the parties and their respective [in case of companies] successors and assign and [in case of individual] his/her/their heirs, legal representative, executors, successors and assigns.

//35//

In witness whereof the vendor here to have here under set and subscribe its hands on this _____ day of _____ in the year **2023** at Gandhinagar.

VENDOR

FIRST PARTY:-

SIGNED, SEALED AND
DELIVERED BY THE
WITHIN NAMED M/S DV BUILDCON
BY AND THROUGH ITS AUTHORISED
PARTNER
KSHITIJ DILIPKUMAR PATEL _____

IN PRESENCE OF

1. _____

2. _____

**PHOTOGRAPHS AND FINGER PRINTS AS PER
SECTION 32A OF REGISTRATION ACT**

VENDOR

**FIRST PARTY: -
THUMB**

PHOTO LEFT

Signed and delivered by

//36//

the within named

DV Buildcon
Through its partner
Shri KSHITIJ D. PATEL

PURCHASER

SECOND PARTY: -

Signed and delivered by
the within named

