

DEED OF CONVEYANCE

Deed of conveyance of apartment bearing Apartment No._____ on the _____ floor of Block No. ____ in the scheme “SUYASH HARMONICA” project developed and constructed on land bearing final plot No. 51 admeasuring 3092 Sq.Mtrs of Town Planning scheme No.06 (Kudasan-Sargasan-Dholakuva-Por) allotted in lieu of land bearing Block No. 118 admeasuring 4757 Sq.Mtrs of Mouje Kudasan 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 SUYASH INFRACON

a partnership firm having it's principal office at "Suyash Harmonica", Kudasan, Gandhinagar.

PAN No. ADUFS 0020 K

by and through it's Partner Shri Kshitij D. Patel, Adult, Occupation Business, Residing at : Plot No-384, Sector-8, 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) Shri _____

Age about – _____ **years**, Occupation – _____, Religion – _____, PAN No. _____

(2) Smt. _____

Age about – ____ **years**, Occupation – _____, Religion – _____, PAN No. _____

Both are residing at :- _____
_____.

(3)

Hereinafter 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, / incase 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. 51 admeasuring 3092 Sq.Mtrs allotted in lieu of land bearing survey No. 118 of Mouje Kудasan of Gandhinagar Taluka in the Sub Registration District and Registration District Gandhinagar hereinafter referred to as a Project land, more particularly describe in the schedule-1 hereunder written.

(B) The vendor/owner has floated the scheme known and named as “SUYASH HARMONICA” on the project land.

(C) The Gandhinagar Urban Development Authority has sanctioned plans for construction for residential buildings being Block No. A for 31 apartments, Block No. B for 31 apartments, collectively for 62 apartments, each Block consisting of Basement, Hollow plinth, first floor to eight floor, Terrace, stair cabin and Lift machine room and issued the following

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Development Permission/commencement letters (Rajachitthi) wide No.PRM/KUDASAN/241/09/2019/11927/2019, dated - 28/11/2019.

(D) History of Survey/Block No. 118 admeasuring 4757 Sq.Mtrs of Mouje Kudasán. Ta & District Gandhinagar.

(1) The land bearing survey/Block No. 118 originally belong to Narendrabhai Maganbhai Patel.

(2) This land was covered under Draft Town Planning Scheme No. 06 (Kudasán-Sargasan-Dholkuva-por) and is allotted Final Plot No. 51 admeasuring 3092 Sq.Mtrs.

(3) The said occupier/owner Narendrabhai Maganbhai Patel applied for Non-agriculture use permission and the District Collector Gandhinagar, granted non-agriculture use permission by his order No. 469/06/03/045/2019 dated 15/07/2019. Resultant mutation of this Non-agriculture use order is done in revenue record by a mutation entry No. 12029 recorded on 22/07/2019, which is certified on 22/08/2019.

(4) The vendor "Suyash Infracon" is a partnership firm duly registered under the provisions of the Partnership Act, 1932 by and under Partnership deed dated 22/10/2018, constituted by (1) Sureshbhai D. Patel, (2) Diptiben S. Patel, (3) Sonalben S. Patel, (4) Kshitij D. Patel and (4) Sudhaben M. Patel as the partners thereof and this partnership as on this date, is in full force.

(5) By a deed of conveyance dated 08/08/2019 registered with the Sub-Registrar – Gandhinagar on the same day under registration No. 19973, the said owner/occupier Narendrabhai Maganbhai Patel sold and conveyed the project land, more particularly described in the first schedule hereunder written to the vendor "Suyash Infracon" herein. By virtue of this conveyance deed, the name of the vendor herein is entered as owner/occupier of the project land by mutation entry No. 12068 recorded on 09/08/2019, which is certified on 11/09/2019.

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

(E) “SUYASH HARMONICA” 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. _____ dt. _____. A 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 and the Gandhinagar Urban Development Authority (GUDA) issue building use (B.U) permission Wide No._____, Dt._____

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 it's 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, Aproved Plan, Building use Permission (B.U), issued by GUDA, 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 it's 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

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inspection, verification 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 “SUYASH HARMONICA” 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** – _____ (herein after referred to as the “said agreement”) registered with Sub-Registrar Gandhinagar on the same day under registration No. _____, 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 by name ‘ _____ ’ is formed by the vendor to consist of allottee/purchasers of the units/apartments in the project scheme as it's 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/s and the same is registered under the Gujarat Co-Operative Societies Act, 1961 on _____ under registration No. _____, which is hereinafter referred to as “the society”.

(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 hereunder written.

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

(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.

(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 favour 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

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acknowledge and of and from every part thereof for ever acquit, release and discharge the purchaser),

Rs._____-/- by cheque / DD / No._____, Dated -
_____, drawn on _____Bank
_____ Branch.

Rs._____-/- by cheque / DD / No._____, Dated -
_____, drawn on _____Bank
_____ Branch.

Rs._____-/- (Rupees _____ Only)

Note (Which is applicable only if the aggregate consideration is equal to or more than Rs.50 Lakh only) :- The above payments includes remission of TDS @ 1% of every installment aggregating to total Rs._____-/- (Rupees _____ Only) under the provision of the IT Act and remitted by the vendor/on behalf of the purchaser to I.T. Department, at the time of payment of each installment which is adjusted by the Vendor in the consideration.

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 it's 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

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right to use common area, amenities and facilities in the project etc.

(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 for ever 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 Urban Development Authority (GUDA), 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/s.

(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 hereunder 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 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 doth 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/s lawfully and/or equitably claiming

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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 hereby 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 requisition 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 declare/s 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 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, colour 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 its 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 as under:-

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a) The purchaser/s is/are aware that as provided in the Act, the _____ 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 'SUYASH HARMONICA' 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 agree/s 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 the necessary charges in 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 the outstandings 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

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

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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 colour 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 reling and chajja by any way.

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 objection able 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 it's occupiers/users from time to time.

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

j) The purchaser/s shall maintain at his/her/their/ it's own costs the apartment purchased in the same good condition and order in which it is delivered and shall abide by all laws,

bye 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 colour 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 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 it's 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 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 authorise in his/her/their/it's 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 and/or intents.

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

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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 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/it's 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 members, 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 as 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/its 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 impartible from the apartment, which shall always go together and shall enure 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 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. Further the purchaser/s is/are aware and has /have been informed by the vendor that the vendor has given exclusive terrace use facilities to the purchasers of the apartments no.A-801 & B-802 in the project and the purchaser/s has/have no objection or dispute about it and has/have agreed not to raise any dispute or objection in/or before any authority and that he/she/they/it shall not be entitled to raise any dispute in any forum in future.

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 charge, can part with his/her/their/it's interest in the apartment sold or deal with or dispose of the 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 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 authorised and appointed Shri Kshitij D. Patel as the authorised 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.

(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) In the event of any disputes, differences or claims arising between the Parties in connection with this Deed of conveyance or interpretation of any of the clauses hereof or anything done or omitted to be done pursuant hereto, the Parties shall first endeavour to amicably settle such disputes, differences or claims, failing which the same shall be referred to the arbitration of Nirav Banker, C.A. or Kalpesh Patel, C.A. of Ahmedabad in which any one sole arbitrator jointly appointed by both the parties and whose decision shall be final and binding upon the parties. The second party purchaser shall have no objection to this appointment as the arbitrator. The arbitration proceeding shall be held in Ahmedabad. In case of failure to settled the dispute amicably or by arbitration, it shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

(16) 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.

The schedule above referred to

SCHEDULE-I
(Description of Project Land)

All that piece or parcel of non agricultural land bearing final plot number 51 admeasuring 3092 Sq.Mtrs. of Town Planning Scheme No. 06 (Kudasan-Sargasan-Dholakuva-Por) allotted in lieu of land bearing Block No. 118 admeasuring 4757 Sq.Mtrs. of

Mouje Kudasan 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 **“SUYASH HARMONICA”** project constructed on land described in schedule – 1 above, having carpet area of _____ Sq.Mtrs. and other appurtenant area of balcony no. 1 admeasuring about _____ Sq.Mtrs., balcony no. 2 admeasuring about _____ Sq.Mtrs. and Balcony No. 3 (wash area) admeasuring about _____ Sq.Mtrs. (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.

On Towards East by : _____

On Towards West by : _____

On Towards North by : _____

On Towards South by : _____

Schedule-III
(Description of common area and facilities)

Annexure A :-
(Floor Plan)

(23)

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

Address of the property :-	Apartment No. _____, “SUYASH HARMONICA”, final plot number 51 of Town Planning Scheme No. 06, Block No. 118 of Mouje Kudasan of Gandhinagar Taluka in the registration Sub District and registration district Gandhinagar.
Sign of Vendor:-	
Sign of Purchaser :-	

Address of the property :-	Apartment No. _____, “SUYASH HARMONICA”, final plot number 51 of Town Planning Scheme No. 06, Block No. 118 of Mouje Kudasan of Gandhinagar Taluka in the registration Sub District and registration district Gandhinagar.
Sign of Vendor:-	
Sign of Purchaser :-	

(26)

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 assigns and [in case of individual] his/her/their heirs, legal representative, executors, successors and assigns.

In witness whereof the vendor here to have hereunder set and subscribed it's hands on this _____ day of _____ in the year **2019** at Gandhinagar.

VENDOR

FIRST PARTY :-

SIGNED, SEALED AND
DELIVERED BY THE
WITHIN NAMED M/S SUYASH
INFRA CON BY AND THROUGH
ITS AUTHORISED PARTNER
SHRI KSHITIJ D. PATEL _____

IN PRESENCE OF

1. _____

2. _____

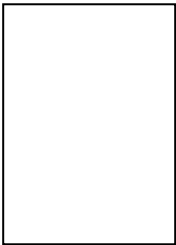
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A
OF REGISTRATION ACT**

VENDOR

FIRST PARTY :-

Signed and delivered by
the within named

PHOTO LEFT THUMB

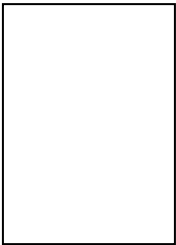


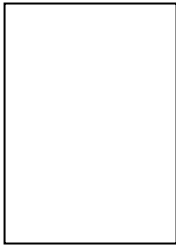
Suyash Infracon a partnership firm
Through its partner
Shri KSHITIJ D. Patel

PURCHASER

SECOND PARTY :-

Signed and delivered by
the within named





Explanatory Note :- This is a model form of Deed of Conveyance, which may be modified and adapted in each case having regard to the facts and circumstances of respective case.