

DEED OF CONVEYANCE

Sub: For: Apartment no. _____, Block - _____, _____ Floor, of Residential Project “**MAGNOLIA RESIDENCY**” being developed on land situate, lying and being at Mouje: Jodhpur, Taluka: Vejalpur [Old Taluka: Ahmedabad City (West)], District: Ahmedabad, bearing Survey No. 254 [Old Survey No. 349 – Vejalpur] admeasuring 6373 square meters comprised in Town Planning Scheme No. 5 (Vejalpur) by Final Plot No. 179, admeasuring 4899 square meters.

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Consideration: Rs. _____ /- (Rupees: _____ Only)
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THIS **DEED OF CONVEYANCE** made at Ahmedabad on this ____ day of _____ in the Year Two Thousand and Seventeen;

BY AND BETWEEN

M/s. MAGNOLIA INFRA, [PAN AAZFM4729R], a partnership firm incorporated under the Indian Partnership Act, 1932 and having its office at 413, Akshar Complex, Opp. Sita Tower, Satellite, Ahmedabad-380015, represented by its Partner Ms. Deval Soparkar, hereinafter referred to as **“THE PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its partner or partners for the time being constituting the Firm and their heirs, executors & administrators) of the **ONE PART**;

AND

[If the Allottee is a HUF] Mr._____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) OF THE SECOND PART.

[OR]

[If the Allottee is a company] _____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) OF THE SECOND PART.

[OR]

[If the Allottee is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____)

_____) authorized vide _____, hereinafter referred to as “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) OF THE SECOND PART.

[OR]

[If the Allottee is an Individual] Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged _____ about _____, residing _____ at _____, (PAN _____) hereinafter called “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) OF THE SECOND PART.

AND

M/s. _____ (PAN _____), a Co-operative housing society registered under the Gujarat Co-operative Societies Act, 1961, having its address at _____, hereinafter after called “the Society” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

The Promoter, the Allottee and the Society shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS M/s. Magnolia Infra is entitled to all that pieces and parcel of non-agricultural land situate, lying and being at Mouje: Jodhpur, Taluka: Vejalpur [Old Taluka: Ahmedabad City (West)], District: Ahmedabad, bearing Survey No. 254 admeasuring 6373 square meters comprised in Town Planning Scheme No. 5 (Vejalpur) by Final Plot No. 179, admeasuring 4899 square meters more particularly described in **SCHEDULE-I** hereunder written (hereinafter referred to as the “**Said Project Land**”);

AND WHEREAS the Promoter is inter-alia engaged in the business of construction and has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and the Promoter has developed a scheme comprising of 3 Towers, 104 regular

apartments plus 6 pent houses Residential Apartment /s having 2 Cellars, Hollow Plinth (Ground Floor) and 11 Upper Floors on the said Project Land to be known as “**MAGNOLIA RESIDENCY**”, (hereinafter referred to as “**the said Scheme/Project**”);

AND WHEREAS, the Non-Agricultural Permission for Residential purpose was granted for land admeasuring _____ square meters by _____ vide an order no. _____ dated _____ subject to terms and conditions contained therein;

AND WHEREAS the plan for the said Scheme has been approved by the Ahmedabad Municipal Corporation and that it has also granted the Commencement Letter (Revised Rajachitthi) by its Order bearing No. 6026/100415/A4161/R1/M1 for Block No. A, Order bearing no. 6027/100415/A4162/R1/M1 for Block No. B and Order bearing no. 6028/100415/A4163/R1/M1 for Block No. C, all dated 19.05.2016 for the construction of residential units on the said land;

AND WHEREAS the Promoter had further applied for sanctioning of revised in respect of the said Scheme, which the Ahmedabad Municipal Corporation has grated vide its order dated _____ bearing no. _____;

AND WHEREAS, the Promoter agrees to convey to the Allottee herein and the Allottee agrees to acquire **Apartment bearing No.** _____, in total admeasuring _____ square meters i.e. _____ square feet (detailed bifurcation specified in the table herein below), on the _____ **Floor** in the _____ **Block** (hereinafter referred to as “**the said Building**”), in the said Scheme constructed on the said Project Land (hereinafter referred to as “**the said Apartment**”), more particularly described in **Schedule – II** and together with the right to use common areas / amenities in the said scheme on the terms and conditions contained therein, more particularly described in the **SCHEDULE - III** hereunder written;

Description	Area (in square meters)	Equivalent Area (in square feet)
Carpet Area (the net usable floor area of an Apartment, excluding the	_____	_____

area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment)		
Balcony Area	_____	_____
Total	_____	_____

AND WHEREAS the Promoter is in possession of the Project Land and has sole and exclusive right to sell the Apartments in the said Building/s constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS, the Promoter has the right to enter into this Deed and confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee and further the Promoter has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

AND WHEREAS the Allottee is provided with (i) Floor Plan and specifications of the Apartment, (ii) Authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority, (iii) Authenticated copies of Certificate of Title issued by Promoter’s advocate, (iv) Authenticated copies of Property card or extract of Village Forms VI and VII and XII or related revenue records, (v) Specification and amenities for the Apartment and (vi) description of the common areas / open spaces and facilities to be provided by the Promoter, and the Allottee has inspected such records and is satisfied in respect of the same;

AND WHEREAS the Promoter has registered the Scheme / Project with the Gujarat Real Estate Regulatory Authority vide Registration no. _____in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the RERA Act”) and the Rules and Regulations made thereunder;

AND WHEREAS the Promoter has executed an Agreement for Sale dated _____ in favor of the Allottee which is registered with the Sub-registrar of Assurances under Serial No. _____, agreeing to sell the said Unit in accordance with the terms and conditions contained therein;

AND WHEREAS, the Promoter represents that it has not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity except above mentioned Agreement for Sale for the purpose of transfer or conveyance of the said Unit and that there are no encumbrances upon the Project Land and the title of the said Project Land and the said Unit is clear and marketable, except for the charge created in favor of Federal Bank against which a NOC has been obtained as detailed herein;

[OR]

AND WHEREAS the Promoter represents that it has not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity for the purpose of transfer or conveyance of the said Unit and that there are no encumbrances upon the Project Land and the title of the said Project Land and the said Unit is clear and marketable, except for the charge created in favor of Federal Bank against which a NOC has been obtained as detailed herein;

AND WHEREAS, the Allottee is satisfied about the title to the said Project Land and the said Apartment and that no requisition or objection mean to be raised on any matter relating thereto;

AND WHEREAS, the Town Development Department, _____ has granted the Building Use (B.U.) permission bearing reference no. _____ dated _____ for Tower Nos. _____;

AND WHEREAS the Promoter has agreed to sell and convey to the Allottee and the Allottee has agreed to acquire, the said Apartment admeasuring _____ square meters (carpet area) and that the Promoter has agreed to further convey the undivided proportionate share in the common areas admeasuring _____ square meters to the Society in

accordance with the provisions of RERA Act and the rules and regulations framed thereunder;

AND WHEREAS the Allottee has paid to the Promoter the sale consideration and has further requested the Promoter to execute this Deed of Conveyance *inter-alia* conveying the said Unit in favor of the Allottee along with the proportionate undivided title in the common areas / amenities to the Society, which the Promoter has agreed to do in the manner appearing hereinafter;

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

In pursuance of this Deed of Conveyance and in consideration of a sum of **Rs. _____ /- (Rupees _____ Lakhs Only)** paid by the Allottee to the Promoter on or before execution hereof, being the total lump sum consideration (including consideration towards the common areas and facilities appurtenant to the premises), the receipt whereof the Promoter hereby admit and acknowledge and of and from the same and every part thereof the Promoter hereby absolutely forever acquit, release and discharge the Allottee being the entire consideration payable by the Allottee to the Promoter, the details whereof are set out as under:-

Amount	Cheque / UTR No.	Cheque Dated	Bank- Branch
	Towards deposit of TDS calculated at the rate of 1% of total sale consideration under Section 194-IA of the Income Tax Act, 1961 vide Challan bearing serial no. _____ dated _____ having BSR code – _____.		
	Total Consideration		

Upon full and final consideration, the Promoter do hereby grant, convey, assure, release and transfer and shall put the Allottee in vacant and peaceful possession of Apartment **bearing No. _____**, admeasuring approximately _____ **square feet** equivalent to approximately _____ **square meters** (carpet area) on the _____ **Floor** in Block _____ of the Scheme known as “**MAGNOLIA RESIDENCY**” constructed on the said Project Land together with balcony / Verandah admeasuring _____ square meters and wash area / balcony

admeasuring _____ square meters forming a part of the aforesaid Unit and together with right to use the common areas / amenities in the said Scheme known as “**MAGNOLIA RESIDENCY**” constructed on the Non-agricultural land situate, lying and being at Mouje: Jodhpur, Taluka: Vejalpur [Old Taluka: Ahmedabad City (West)], District: Ahmedabad, bearing Survey No. 254 [Old Survey No. 349 – Vejalpur] admeasuring 6373 square meters comprised in Town Planning Scheme No. 5 (Vejalpur) by Final Plot No. 179, admeasuring 4899 square meters more particularly described in **SCHEDULE – II** hereunder;

ALONG WITH the undivided proportionate title in the common areas admeasuring _____ square meters to the Society in accordance with the provisions of the RERA Act and the Rules and Regulations framed thereunder;

TOGETHER WITH right of passage and right of way for the purpose of the said Apartment transferred to the Allottee and to use all common areas and facilities provided in the said Scheme for the use of Allottee including elevators, staircase of the Building and more particularly for the use of the said Apartment transferred under this deed, specific use of elevator to approach the said Apartment and the use of staircase that may be existing.

AND TOGETHER ALSO WITH all and singular all deeds and documents, writings, vouchers and other evidence of title and the plans, designs and relating to the said Project Land and said Apartment or any part thereof and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

AND TOGETHER ALSO WITH the right to use all other common areas and facilities provided with the Apartment in the scheme;

AND TOGETHER ALSO WITH all paths, passages, water courses, ditches, drains, lights, electric and telephone cables and connections, liberties, easement, rights, privileges, advantages and appurtenances whatsoever to the said Apartment belonging or in anywise appertaining to or with the same or any part thereof now or at any time, hereto before usually held, used, occupied or enjoyed or reputed or known as part thereof or appurtenant thereto **AND ALL** the estates, rights, title,

interest, use, possession, both at law and equity of the Promoter into, out of or upon the said Apartment and all benefits, claims and demands whatsoever in or upon the said Apartment hereby granted, conveyed, transferred and assured or intended so to be with it and every of its rights and appurtenances;

UNTO and to the use and benefit of the Allottee forever subject to all assessments, rates, duties or any other dues chargeable upon the same or which may become payable in respect thereof from the date of these presents to the Central Government, State Government, Municipal Corporation and/or any other local authority and that previous liability thereof have been discharged by the Promoter and if found to be payable, the liability thereof will be that of the Promoter;

AND THE ALLOTTEE COVENANT with the Promoter that Allottee has verified the area and specifications of the Apartment and has found the construction / specifications in accordance with the plans and specifications and to their satisfaction and agrees and confirm the same to be transferred by the Promoter to them as an Apartment Holders;

AND THAT the Allottee further covenants with the Promoter that, Allottee has become entitled to the said Apartment, which is a part of the scheme named “**MAGNOLIA RESIDENCY**” and that all the common areas and facilities are to be used enjoyed in common with the occupants/ Apartment holders of other Apartment and the Allottee shall own, use and occupy their Apartment subject to the maintenance payable towards Apartment and also towards common area and shall also abide by the rules and regulations as may be framed in that behalf from time to time;

AND THAT the Promoter has availed financial facility for construction of the said Scheme from The Federal Bank Limited by way of an overdraft (diminishing DP) against the security of the said Project Land along with construction of residential flats constructed / to be constructed thereon consisting of Block Nos. A+B+C. However, the aforesaid bank has, vide its NOC Letter bearing Ref. _____ dated _____ have released the residential Apartment No. _____, the subject matter of this presents, from the entire lien, mortgage, charge and any other such encumbrance.

AND THAT the Promoter do hereby covenant with the Allottee that, notwithstanding any act, deed, matter or thing whatsoever by the Promoter or any person or persons lawfully or equitably claiming by, from, under, through or in trust for the Promoter or any one or more of them made, done, committed or omitted or knowingly suffered to the contrary, the Promoter has good right, full power and absolute authority to grant, convey, release and assure the said Apartment, being the same hereby granted, conveyed, released and assured or intended so to be unto and to the use of the Allottee exclusively in the manner aforesaid;

AND THAT the Promoter do hereby, grant, convey, release and assure the undivided proportionate title in the commons areas admeasuring _____ square meters to the Society in accordance with the provisions of RERA and the Rules and Regulations framed thereunder; ;

AND THAT free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged from or otherwise by the Promoter well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever made, executed, occasioned or suffered by the Promoter or by any other person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the Promoter or any person or persons having lawfully equitably claiming any estate or interest whatsoever in the said Apartment or any part thereof from, under, through or in trust for the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee or any of them or of the person or persons requiring the same claiming under them do and execute and caused to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said Apartment and every part thereof UNTO and to the use of Allottee in the manner aforesaid or its Counsel-in-Law shall be reasonably required;

The Allottee for themselves with an intention to bind all persons into whosoever hand the said Apartment may come, do and/ or each of them do hereby covenant with the Promoter as follows:

- (a) the Allottee has verified with the help of their own architect and engineer the area of construction of the said Apartment with the carpet area and the built-up area and has found the construction in

accordance with the sanctioned plans and specifications and have found the same to the best of their satisfaction;

the Allottee agrees and understands that the said Apartment is being constructed in accordance with standard specifications disclosed to the Allottee and that the Allottee is fully satisfied with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, glass, tiles and other items to be provided in the said Apartment and shall not in future raise any claim in that respect. The Allottee shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf.

Provided that the promoter shall not be liable in respect of any structural defect or defects caused (i) on account of workmanship, quality or provision of service which cannot be attributable to the Promoter/its agent or is otherwise beyond the control of the Promoter or (ii) on account of an act /omission/default attributable to the Allottee, in which case the Allottee shall be liable to rectify/repair at his/her/their own cost and expenses

- (b) the Allottee understands that the Promoter has received B.U. permission for the said Building and that upon execution of this Deed of Conveyance and/or upon completion of the said Unit, whichever is later, the Promoter shall hand over the vacant and peaceful possession of the said Unit to the Allottee and shall further handover the proportionate undivided title in the common areas to the Society and that the Allottee agrees to execute necessary documents, if required, in respect thereof;
- (c) Over and above the total consideration, the Allottee shall also be liable to and hereby agrees to pay charges in regard of Electricity, AMC - charges, Non-refundable Maintenance deposit / charges, Maintenance Expenses for two years, legal charges, Service tax, GST or any other prevailing Govt. levies / charges / deposits at the time of taking possession of the said Unit. The Allottee shall further be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars and another expense necessary and incidental to the management and

maintenance of the Project Land and Building/s. The Allottee agrees and understands that the Promoter has transferred the balance Maintenance charges (if any) to the Society and that the Allottee further covenants to pay to the Society, such further charges as may be demanded by the Society towards maintenance. Any such maintenance charges shall be proportionate to the carpet area of the said Unit. The amounts so paid by the Allottee to the Promoter / Society shall not carry any interest.

- (d)** the Allottee agrees to maintain the Apartment at their own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the Society or the competent authority and the local authorities, if required;
- (e)** The Allottee agrees and understands that the Promoter has conveyed the undivided proportionate title in the common areas to the Society and shall further hand over the physical possession of the common areas to the Society in accordance with the RERA Act, Rules and Regulations formulated thereunder, other applicable law and as per any clarifications received from the Real Estate Regulatory Authority of Gujarat in respect of conveying the common areas. In case further documents is required in respect of Conveyance of the common areas of the building or wing of the building, the Allottee shall be liable to pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such further documents, if any.
- (f)** The Allottee agrees and consents that the open terraces situated above the top floor (i.e. terraces constructed above the Unit Nos. A- 1101, A – 1102, B – 1101, B – 1102, C – 1103 & C – 1104) shall remain exclusively with the respective owners of the Apartments and shall not be construed as a common amenity right in any circumstances whatsoever. The Apartment holders further agrees that the common terrace area (as per the approved plan)

shall be utilized by all the Apartment holders jointly and shall form a part of common area/ facilities.

- (g) The Apartment holders of the apartments at top floor having said open terrace also understands and agrees that the maintenance of the said open terrace will be exclusively their responsibility and further agrees that they shall not be entitled to raise any super structure on the said open terrace.
- (h) the Allottee agrees to sign and execute such further papers / documents as may be required in respect of its membership in the said Society. The Allottee states that they have perused the bye – law / regulations framed by the Society and agrees to abide by the same.
;
- (i) the Allottee acknowledge and undertake to become member in a Society or the association of the allottees or the competent authority of the said Scheme for the purpose of common maintenance and smooth functioning of the common areas and facilities. The Allottee further agrees and acknowledge that, the Promoter will maintain the common areas and facilities of the Scheme for a period of 2 years from the date of B.U, and/or till the formation of Society or the association of the allottees or the competent authority, whichever is later and the Allottee shall be liable to abide by all the rules and regulation formed by the Promoter in that regard;
- (j) the Allottee agrees to observe and perform all the rules and regulations which the Society has adopted from its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings;

- (k)** the Allottee further agrees to pay the 2 years advance maintenance charges as may be determined by the Promoter and/or the Society and further that if, the maintenance amount is found to be insufficient to cover monthly expenses/charges either during the period for which it is paid or thereafter, the Allottee agrees to bear additional amount that may be payable by them to the Promoter and/or Society and that the rate of such maintenance charges will be proportionate to the carpet area of the respective Apartments;
- (l)** the Allottee agrees to maintain the design/elevation of the said Scheme and further agrees and undertake to follow, comply and observe rules and regulations, bye-laws of the Society and resolutions that may be passed by the Society from time to time inclusive of the regulations for the use of the said Apartment conveyed to the Allottee and the right to use common areas and facilities;
- (m)** the Allottee agrees and understand that name of Building shall be ‘Magnolia Residency” and the said name shall not be liable to be changed by Allottee or the Society. Further the Promoter shall be engraving neon sign board/s of its own name or logo or the building name at terrace or one or more places in Building, and the said names and/or logo will be retained in Building forever;
- (n)** the Allottee agrees and understand that no servants, drivers etc. shall be allowed to stay or sleep overnight in any of the common areas of the Building;
- (o)** the Allottee agrees and understand that no pets will be allowed to loiter freely in the building premises, lifts, lobby and other open / common area except when accompanied by caretaker and further no pigeon feeding, bird feeding/pet feeding shall be allowed anywhere within the building premises except inside the Apartment of the member;
- (p)** the Allottee has become entitled to the said Apartment in a building which is a part of the said Scheme and that all the common areas and facilities are to be enjoyed in common with the occupants/Apartment holders of other Apartment, that is to say, the

Allottee are under no circumstances entitled to ask for a separate share in the said Project Land or any part thereof or of any common areas and facilities and the Allottee shall own, use and occupy their Apartment exclusively and enjoy common areas and facilities subject to their proportionate share of maintenance charges decided by the Promoter and/or Society as may be payable by them from time to time;

- (q)** The Promoter shall allot one parking space for every regular apartment and 2 parking spaces for the pent house, however allotment of any additional parking spaces shall be at the sole discretion of the Promoter. The Allottee agrees and understands that there are separate parking areas for the each Apartment and the Allottee shall not occupy the parking area other than demarked parking slot for respective Apartments. Further, the Allottee agrees and understands that the space for parking of vehicles allotted will be an inseparable and impartible estate, that is to say that the parking space shall remain attached with the said Apartment and that the Apartment shall be transferred together with the parking space and that such parking space shall not be transferred separately.
- (r)** The parking space shall not be used for any purpose other than parking of private and personal vehicles. The rules, regulations, and discipline as regards to use, matters and things relating to parking by Apartment holder/s will be decided by the Promoter and the same shall be binding upon the Allottee herein and other prospective purchasers in the Scheme.
- (s)** the Allottee agrees to use the Apartment or any part thereof or permit the same to be used only for purpose of residence and not for any other purpose including but not limited to office /show-room/shop/godown for carrying on any industry, business or recreational activities and further shall use the garage or parking space only for purpose of keeping or parking vehicle;
- (t)** the Allottee agrees and understands that all balance FSI (floor space index) surplus, future, available by purchase from the authority, floating, transferable or any FSI available in respect of the Project Land and the Project shall belong to and will be of

ownership of the Promoter only. Further the Allottee explicitly agrees to such use of the TDR-FSI by the Promoter subject to the applicable law.

- (u)** the Allottee agrees not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the buildings in the said scheme except the place being selected and assigned by the Promoter. The Promoter and/or the Society shall be entitled to remove such sign boards, hoarding or name board without any notice to the Allottee if found in breach of this provision.
- (v)** the Allottee agrees to maintain the said Apartment at Allottee's own cost in good tenantable condition from the date the possession of the said Apartment is taken and shall not do or cause to be done anything in or to the said Apartment / Building or the said Scheme in which the said Apartment is situated, its staircase or any passage, etc. which may be against the rules, regulations or bye-laws of concerned local authority or any other authority or change/alter or make addition in or to the building in which the said Apartment is situated and to the said Apartment itself or any part thereof;
- (w)** the Allottee agrees not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, lift, common passages or any other structure of the building in which the said Apartment is situated including entrances of the building in which the said Apartment is situated and in case any damage is caused on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- (x)** the Allottee undertakes not permit to be done in the conduct of or upon the said Apartment, or upon the common areas and facilities of the said Scheme or any part thereof, anything which maybe

socially undesirable, or which may be or may become nuisance or create harm, danger, risk, hazard or annoyance or in any way interfere with the peace or comfort of the members of the said Scheme. The Allottee also undertakes not carry out any offensive or prohibitive activities of any nature in the said Apartment or in any part of the said Scheme;

- (y)** the Allottee agrees and undertakes not to fix any air conditioners at any places other than those earmarked for fixing the same, and/or which affect the elevation of the Said Building in any manner whatsoever;
- (z)** the Allottee agrees and undertakes not to shift/change locations of kitchen/pantry and toilets, and/or affect the drainage system of the Said Building in any manner whatsoever;
- (aa)** the Allottee shall not encroach upon, or make use of, any portion of the Said Building other than as specifically permitted herein;
- (bb)** the Allottee agrees pay to the Promoter, within seven (7) days of a demand made in writing by the Promoter, the Allottee share of the security deposit/s demanded by the concerned government, local or public or private bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connections to the Said Building;
- (cc)** the Allottee agrees to carry out at his/her/their own cost all internal repairs and furnishing to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be governed under the Rules and Regulations and bye-laws of the said body, the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority;

- (dd)** the Allottee undertakes not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the said Building in which the said Apartment is situated and to keep the land, sewers, drains, pipes in the said Apartment and appurtenances thereof in good tenable condition, and in particular, so as to support shelter and protect the other part of the said building/s in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs, or RCC structure or undertake other structural changes without prior written permission of the Promoter and/or the Society as the case may be.
- (ee)** the Allottee shall permit the Promoter and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the said Apartment or any part of the building and for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drainages, water and drainage pipes, cables, water covers, gutters, wires or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing re-constructing and testing drainage, gas, water pipes and electric wires, cables for internet/TV and for similar or other purposes;
- (ff)** the Allottee undertakes not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the said insurance;
- (gg)** the Allottee shall make suitable arrangement for removal of debris arising out of any permitted interior decoration, renovation, furniture making or any other allied work in the Apartment, and in the event such debris is not removed by the Allottee, to pay/reimburse the Promoter the cost incurred in the removal thereof;

- (hh)** the Allottee shall keep all the construction / furnishing materials / debris including cement, sand, bricks, marble in their Apartment or out of the building in the event of any civil or other repair work in the Apartment No open spaces shall be allowed to be used for storing any materials / debris inside the building;
- (ii)** the Allottee agrees not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Project Land and the said building in which the said Apartment is situated;
- (jj)** the Allottee agrees to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority including on account of change of user of the said Apartment by the Allottee, viz. user for any purposes other than for permissible purpose;
- (kk)** the Allottee shall be entitled to let, sub-let, transfer, assign or part with the said Apartment or part of it with Allottee's interest or benefit factor of this Agreement or part with the possession of the said Apartment only after all the dues payable by the Allottee to the Promoter and/or the Society under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement/Bye-laws of the Society and only after obtaining prior written permission of the Promoter and/or the Society as the case may be further that the Promoter or the Society may refuse to grant such permission for transfer of rights without assigning any reason thereof ;
- (ll)** the Allottee shall observe and perform all the rules and regulations, of the Society including any addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein and for the observance and performance of the said building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and

the use of the said Apartment in the said Scheme and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement/Bye-laws of the Society .

- (mm)** the Allottee shall not interfere with the rights of the Promoter to construct on the said Project Land at such locations, as it may from time to time be decided by the Promoter in accordance with the applicable law, any additional buildings/structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks, structures, office for Society, cabin for watchman, toilet units for domestic servants/watchmen, septic tank, and other structures, the locations of which are not particularly marked or shown in the building plans or layout plans of the said Project Land and laying through or under or over the subject land or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the buildings/towers and other structures which are to be developed and constructed by the Promoter on the said Project Land, whether by way of any dispute raised or Court injunctions or prohibitory orders of any tribunal body or authority or under any provisions of law or otherwise however;
- (nn)** the Allottee shall not close verandah or balconies and/or shall not carry out any changes without the sanction and permission of the Promoter and also shall not make any alterations or changes in the elevation and outside color scheme of the said Apartment and/or the said building;
- (oo)** the Allottee shall not construct, erect or place any hedge, grill, barricade, fencing, glazing, shuttering, walling or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at/over/around in front of any doorways, entrances, windows, external walls, verandah, open terrace, etc. of the Apartment, or above/over/around any part or portion of the Apartment, or the open terraces, stilt portions, driveways, pathways, parking spaces or gardens and common areas of the Said Project Land with any barrier, whether of

stone/cement/wood/metal, other than that originally provided and/or approved of by the Promoter;

- (pp)** If the Allottee are non-resident/foreign national of Indian origin, it shall be the sole responsibility of the non-resident/foreign national of Indian origin themselves to comply with the provisions of Foreign Exchange Management Act, 1999, or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law with regard to remittance of any amount and for acquisition of the apartment or for transfer thereof. The Allottee shall strictly comply with such regulations and satisfy the Promoter in this regard, on failure whereof the Promoter may at its own discretion cancel the allotment of the said Apartment.
- (qq)** The Allottee hereby agrees and confirms that the Promoter has provided with and explained the bifurcation towards the total consideration vis-à-vis the cost involved for the separate areas of the said Apartment and the Allottee shall not be entitled for any further separate estimate of land contribution, construction contribution or any other separate detailed particulars of the amount paid as consideration, except as particularly provided by the Promoter.
- (rr)** the Allottee shall at no time demand partition of his/her/its/their interest in the building or the Scheme or the said Project Land. It is being agreed and declared by the Allottee that the interest as stated above is impartible.

AND THAT, wherever in this Deed it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the Project;

AND THAT this Deed of Conveyance, shall be governed and construed in accordance with the RERA Act together with the rules and regulations formed thereunder and other relevant acts, rules and statues formed by competent authority from time to time. If any term of this Deed of Conveyance are found illegal, invalid or unenforceable under the

RERA Act together with the rules and regulations formed thereunder or other relevant acts, rules and statutes, such term shall, insofar as it is severable from the remaining Terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining Terms which shall continue in full force and effect and be binding to the Promoter as well as the Allottee. In event of any contradiction to the terms and conditions mentioned hereinabove with the relevant acts, rules and statutes, the terms mentioned in such relevant acts, rules and statutes shall be binding to the Promoter as well as the Allottee.

AND THAT the Promoter has confirmed and assured the Allottee that, the said Project Land is not falling under the disturbed area declared under Gujarat Prohibition of Transfer of Immovable Lands and Provision for Protection of Tenants from Eviction from property in Disturbed Areas Act, 1991 and therefore, the Promoter does not require to obtain any permission under the aforesaid act for the transfer or conveyance thereof under this Deed.

AND THAT The lump sum purchase consideration of the said Apartment is exclusive of the taxes, levies chargeable by Central / State Government authority or local authority from time to time including but not limited to Sales Tax, VAT, GST, Service Tax, etc., and the same shall be payable and/or be paid by the Allottee. Similarly, any additional statutory levies imposed by the Government, which may affect this transaction shall also be fully recovered by the Promoter from the Allottee and the Allottee shall be liable to pay the same without any demur or delay.

AND THAT the Promoter shall in respect of any amount liable to be paid by the Allottee under the terms and conditions of this Deed of Conveyance have a first lien and charge on the said Apartment.

AND THAT the expenses of this Deed of Conveyance such as advocate / legal fees, stamp duty, registration fees and other registration expenses shall be borne and paid by the Allottee alone and that for the purpose of calculation of Stamp Duty, the Super-Built-up area of the said Apartment is _____ square feet i.e. approximately admeasuring _____ square meters.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to these presents the day and year first hereinabove written.

SCHEDULE– I ABOVE REFERRED TO
(Particulars of the said Project Land)

All that pieces and parcel of non-agricultural land situate, lying and being at Mouje: Jodhpur, Taluka: Vejalpur [Old Taluka: Ahmedabad City (West)], District: Ahmedabad, bearing Survey No. 254 admeasuring 6373 square meters comprised in Town Planning Scheme No. 5 (Vejalpur) by Final Plot No. 179, admeasuring 4899 square meters. The said Land is bounded as follows:-

On or towards North- Mahabaleshwar Co.Op.Society
On or towards South- Karnavati Apartment
On or towards East - Aditya Plaza (Commercial Complex)
On or towards West – Pruthvi Tower

SCHEDULE– II ABOVE REFERRED TO
(Particulars of the said Apartment)

All that Residential premises/Apartment **bearing No. _____**, admeasuring approximately _____ **square feet** equivalent to approximately _____ **square meters** (carpet area) on the **Second Floor in Block No. C** of the Scheme known as “**MAGNOLIA RESIDENCY**” constructed on the said Project Land to the Allottee and together with balcony / Verandah admeasuring _____ square meters and wash area / balcony admeasuring _____ square meters forming a part of the aforesaid Unit and together with right to use the common facilities in common areas in the said Scheme being constructed on the said Project Land described in the Schedule-I, bounded as follows:

Apartment bearing No. _____
On or towards East :
On or towards West :
On or towards North :
On or towards South :

SCHEDULE – III ABOVE REFERRED TO

(Common Areas and Amenities)

SIGNED & DELIVERED BY
THE WITHINNAMED
(THE PROMOTER)

M/s. MAGNOLIA INFRA
Through Its Partner
Mr. / Ms.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED
(ALLOTTEE)

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED
(SOCIETY)

Through its Authorized Signatory
Mr. _____

IN THE PRESENCE OF:

1.

Name : _____

Signature: _____
2.

Name: _____

Signature: _____

PHOTOGRAPH OF APARTMENT

Apartment no. _____, Magnolia Residency, Satellite Ahmedabad

SIGNED & DELIVERED BY THE WITHINNAMED		
M/s. MAGNOLIA INFRA (THE PROMOTER)	(THE ALLOTTEE)	(THE SOCIETY)
Through its Authorized Partner Mr. / Ms.		

PHOTOGRAPH OF APARTMENT

Apartment no. _____, Magnolia Residency, Satellite, Ahmedabad

SIGNED & DELIVERED BY THE WITHIN		
M/s. MAGNOLIA INFRA (THE PROMOTER)	(THE ALLOTTEE)	(THE SOCIETY)
_____ Through its Authorized Partner Mr. / Ms.		

SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF THE PROMOTER

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
M/s. Magnolia Infra through its Partner 		

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE ALLOTTEE

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>

