

CONVAYENCE DEED

(Rs._____/ -)

_____, Aged: ____ years, Occupation:
_____, having PAN No: _____, **Adhar No.**
_____ Residing at: _____
_____, Ahmedabad, Gujarat, hereinafter
called "**THE PURCHASERS**" or "**THE ALLOTTEE**" or "**PARTY OF**
THE FIRST PART" (which expression shall unless it be repugnant to
the context or meaning thereof mean and include his/her/their/its
respective heirs, executors administrators, successors and assignees)
of the **FIRST PART**;

AND

ARTLINE INFRACON L.L.P., Registered office at- B/1607,
WESTAGTE, Nr. YMCA Club, S.G. HIGHWAY, Ahmedabad, **Gujarat**
bearing, through its authorized Partner Janak Pravinchandra Shah,
Adult, **Aadhar No.** _____ called "**PROMOTER**" or "**THE**
DEVELOPER" (which expression shall unless it be repugnant to the
context or meaning thereof mean and include Partners and his
respective heirs, executors and administrators successors, legal
representatives, transferees and assignees) on the **SECOND PART**;

1.Shambhubhai ghemarbhai desai, AGE: 48 years ,residing at flat
1, ground floor, Falguni Apartments, opp. Polytechnic, Ambavadi,
Ahmedabad, GUJARAT, adult, AADHAR no. 298331032705

2. Tadjabhai ghemarbhai desai, AGE: 61 years
residing at flat 2 and 3, ground floor, Falguni Apartments, opp.
Polytechnic, Ambavadi, Ahmedabad, GUJARAT, adult, AADHAR no.
5541 1100 4643 , PAN - AEIPD 7454 F

3. Shambhubhai ghemarbhai desai, AGE: 48 years ,residing at flat 3, ground floor, Falguni Appartments, opp. Polytechnic, Ambavadi, Ahmedabad, GUJARAT, adult, AADHAR no. 2983 3103 2705

4. Tadjabhai ghemarbhai desai, AGE: 61 years ,residing at flat 2, ground floor, Falguni Appartments, opp. Polytechnic, Ambavadi, Ahmedabad, GUJARAT, adult, AADHAR no. 5541 1100 4643, PAN -. AEIPD 7454 F

5. Paragbhai yogeshbhai shah, AGE: 62 years ,residing at flat 5, ground floor, Falguni Appartments, opp. Polytechnic, Ambavadi, Ahmedabad, GUJARAT, adult, AADHAR no. 5231 5179 4988 , PAN - BESPS 0017 L.

6. Bharatbhai bhulabhai kansara, AGE: 76 years ,residing at flat 6, ground floor, Falguni Appartments, opp. Polytechnic, Ambavadi, Ahmedabad, GUJARAT, adult, AADHAR no. 7427 8747 7034, PAN-. ABDPK 4080 C

7. Aditya dhruvkumar vyas, AGE: 32 years , residing at 36, SANGATHAN society , drive in road, vastrapur, Ahmedabad, GUJARAT, adult, AADHAR no. 2103 0789 8406, PAN NO. AIZPV 2531 J

8. Purnima vipulbhai parikh, AGE: 67 years ,residing at flat no. 8 , ground floor, Falguni Appartments, opp. Polytechnic, Ambavadi, Ahmedabad, GUJARAT, adult, AADHAR no. 7354 1440 8367, PAN- ACOPP 8294 R

9. Bhartiben umeshbhai raval, AGE: 62 years ,residing at flat 9, ground floor, Falguni Appartments, opp. Polytechnic, Ambavadi, Ahmedabad, GUJARAT, adult, AADHAR no. 8445 4440 3635, PAN – AAJPR 7238 Q

Whereas the abovementioned 1 to 9 members are called **LAND OWNERS/ VENDORS** (which expression shall unless it be repugnant

to the context or meaning thereof mean and include his/her/their/its respective heirs, executors administrators, successors and assignees) on the **PARTY OF THE THIRD PART;**

WHEREAS the Party of the second part/said society viz ARTLINE infracon L.L.P., is owner of Non-Agricultural land bearing situate, Old Revenue Survey No. 193, 194 Hissa No-1 paiki, allotted final plot no. 313, Sub-Plot No- 14, admeasuring 668 sq yards. or thereabout i.e 559 sq mtrs or thereabout, comprised in Town Planning Scheme No. 21 lying and being at Mouje Paldi, Taluka Sabarmati, District Ahmedabad within Registration Sub District Ahmedabad-4 (Paldi) and name of said society is shown as owner-occupant of the said land in the revenue records (hereinafter referred to as "THE SAID LAND/ PROJECT LAND".)

AND WHEREAS land bearing Old Revenue Survey No. 193, 194 Hissa No-1 paiki, allotted final plot no. 313, Sub-Plot No- 14, admeasuring 668 sq yards. or thereabout i.e 559 sq mtrs or thereabout, situate, lying and being at Mouje Paldi, Taluka Sabarmati, District Ahmedabad was originally belonging to ARTLINE infracon L.L.P. as owner-occupant of said land prior to year 1973 (hereinafter referred to as "said land").

AND WHEREAS non-agriculture use permission for the land bearing Final Plot No. 313 (Old Revenue Survey No. 193, 194 Hissa No- 1paiki) of Town Planning Scheme No. 21, Sub-Plot No- 14 was given by Dy. Collector, (N. A.), Ahmedabad vide his Order No. LND/S.R/3651, dated 17/09/1970.

.

AND WHEREAS said Sejal Construction Partnership Firm Through their Partners 1) Satishchand Budhalal Shah, 2) Maheshchand Budhalal Shah, 3) Mukundchandra Budhalal Shah, has sold and conveyed said Flat no. 1, togetherwith, undivided Proportionate 1/9th share in the said entire land, admeasuring 74.2 sq. yards or thereabout i.e 62.04 sq mtrs

or thereabout, in the scheme known as "FLAGUNI APPARTMENT" in favour of Baburav Ramjibhai Adulkar, dated 07/07/1977, which was registered with the Sub-Registrar of Assurances at Ahmedabad under serial No. 4454. Entry to that effect was recorded in the revenue records by mutation Entry No. 7721, date- 17/06/1979 which is certified on 20/09/1979 by the revenue authority.

AND WHEREAS Ahmedabad Municipal Corporation has approved plan for the construction of the said land bearing Town Planning Scheme No. 21, Final Plot No. 313, Sub-Plot No- 14, admeasuring 559 sq.mtrs. or thereabout, for Residential Scheme Known as "FALGUNI APPARTMENT", vide order no- BNB/2922/25, in year 1975, and issued Rajachitthi No. 1052 sub-plot no-14 for the Non-agricultural land bearing Final Plot No. 313 of Town Planning Scheme No. 21.

AND WHEREAS upon completion of construction work of 9 flats in the scheme "FALGUNI APPARTMET" Ahmedabad Municipal Corporation has issued Building Use Permission, vide order no- BNB/2922/25, for sub plot in 1975.

AND WHEREAS, said society had allotted flats to its members and shareholders.

AND WHEREAS, said society had allotted flats to its members and shareholders.

AND WHEREAS, the Said Society and its Members/shareholders have agreed to redevelop the entire land/flats/property and for which Development Agreement executed on 11/05/2022, which is registered with the Sub Registrar of Assurances at Ahmedabad (Paldi-4) under

serial no. 8033 on 11/05/2022 and other writings with ARTLINE INFRACON LLP (Developer).

AND WHEREAS, Ahmedabad Municipal Corporation has approved plan for redevelopment/construction of "**FALGUNI APARTMENT**" by Rajachitthi dated- 5-03-2021 bearing case no-BLNTS/WZ/301220/CGDCRV/A4447/RO/M1.

AND WHEREAS this project stands registered by Gujarat Real Estate Regulatory Authority (RERA) and has issued Registration Certificate of the project vide Registration Number: _____ dated _____.2022, under the Provision of The Real Estate (Regulation and Development) Act, 2016.

AND WHEREAS the Developer had desired to develop or referred the said project land by launching a scheme of Residential said Flats/Units and for the said purpose the Developer has done work of Redevelopment and construction of total 15 Flats/Units and other facilities for the member/s of the scheme known as "**FALGUNI APARTMENT**".

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the LAND OWNERS has sole and exclusive right to sell the total 15 Flats/Units in the said building/s newly constructed by the Developer on the project land and to enter into Agreement/s with the allottee(s)/s of the Flat/Unit to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer/Architects and of such other documents as are specified

under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the or advocate of the Land owners and said Development, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Developer and said Society to the project land on which the Apartments/Flats/Units are constructed and is satisfied in respect of the same.

AND WHEREAS the Allottee has/have gone through various documents and papers and Plans thoroughly and have fully understood the contents, terms and conditions and other details of the scheme with the Confirming party/Developer at its office and site office. The Member/s-Allottee has/have also gone through and has/have made himself/herself/themselves aware of the specifications for construction of the said scheme.

AND WHEREAS, the Parties herein relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the Agreement to sale which is registered with the Sub Registrar of Assurances at Ahmedabad Under Serial No-_____, Dated___/___/2022, and, are now willing to enter into this Deed of Allotment/Sale Deed on the terms and conditions appearing hereinafter;

AND WHEREAS the Developer/Confirming Party started and completed construction of New Flats on the said land in accordance with the approved plan.

AND WHEREAS Building Use Permission obtained from Ahmedabad Municipal Corporation vide no-_____, dated-_____, by the Developer/Developer and said Society.

AND WHEREAS the Allottee being finally to purchase a residential flat/unit in the said Scheme known as " **FALGUNI APARTMENT**" approached the said "Developer" and after site visit and verifying all scheme related documents, papers, plans, specifications, design, structure, amenities, facilities etc. and finding the titles of the Developer and said society to the said Flat/Unit and construction standing thereon as clear, marketable and free from all encumbrances and beyond reasonable doubts, has decided to purchase said Flat/Unit No. _____, having net carpet area (Apartment) admeasuring _____, i.e. _____ Sq. Mtrs that excludes the area covered by the external walls, areas under service shafts, net carpet area Balcony admeasuring _____ sq mtrs. i.e., _____ Sq.yds. and wash Area _____ sq.yds., i.e. _____ sq.mtrs. but includes the area covered by the internal partition walls of the apartment, situated on Tower_____, on __ **Floor**, in the scheme known as " **FALGUNI APARTMENT**" with together with common amenities therein.(more particularly described in the Schedule hereunder written) (hereinafter referred to as "the said Flat/Unit").

AND WHEREAS the Allottee/s has/have now requested the Developer and said society to execute conveyance/Deed of Allotment for the said flat/unit, more particularly described in the schedule hereunder written and the Developer and said society agreed to execute the conveyance/Deed of Allotment in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of **Rs.**_____/-(**Rupees** _____/ **-Only**) paid by the Allottee/s to the Developer as shown in **Schedule-I** (the receipt of which sum of

money the Developer do and doth hereby admit and acknowledge and of and form the same and every part thereof doth hereby acquit, release and discharge the Allottee/s forever) the Confirming Party and said Society doth hereby allot, grant, convey, transfer, assure and release unto the Allottee/s selected Flat/Unit No. _____ on ____ **Floor** having carpet area admeasuring _____ **sq mts.** i.e _____ sq.yds. AND net carpet area Balcony admeasuring _____ sq mtrs. i.e, _____ Sq.Ft wash Area _____ sq.yds., i.e _____ sq.yds. in the scheme known as " FALGUNI APARTMENT " together with right to use common amenities, (which is hereinafter referred as "the said Flat/Unit") more particularly described in the schedule hereunder written, to the Allottee/s at the decided price and agreed by and between the parties.

1. The said flat/unit allotted together with all and singular all deeds and documents, writing, vouchers and other evidence of title relating to the said flat/Unit or any part thereof AND ALSO TOGETHER WITH all paths, passages, constructions, water courses, ditches, drains, trees, plants, lights, liberties, easements, rights, privileges, advantages and appurtenances and all other common areas and facilities such as lift, staircase, passage, general parking, common terrace whatsoever to the said Flat/Unit described in the **schedule-II** hereunder written belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member/s thereof or appurtenant thereto AND ALL estate, right, title, interest, use inheritance, property, possession both at law and equity of the Promoter into, out of or upon the said flat/unit and premises and benefits, claims and demand whatsoever on or upon said flat/Unit hereby allotted, assigned, granted, conveyed, transferred and assured or intended so to be with their and every of their rights, members and appurtenances thereto UNTO and to the use and benefit of the Allottee/s forever.

2. The Allottee/s shall pay all, assessment, rates, duties, construction chargeable etc., upon the same or which may become payable in respect thereof from the date of possession, to the State Government, and/or any local authority/society and subject also to the proportionate contribution to be made towards maintenance and administrative expenses of the said Building scheme as per its rules, regulations.
3. The **Confirming Party** both shall hereby covenant with the Allottee/s that notwithstanding any act, deed, matter or thing whatsoever by the Developer or any person lawfully or equitably claiming or to claim by form under through or in trust for the Developer or any person or persons lawfully or equitably claiming or to claim by form through under or in trust for them or any one or more of them made, done committed or omitted or knowingly suffered to the contrary. The Developer and said society now have in itself good right, full power and absolute authority to allot, grant, convey, transfer, release and assure the said land/flat and premises hereby allotted, granted, conveyed, released and assured or expressed or intended so to be unto and to the use of the Allottee/s in the manner aforesaid.
4. The Allottee/s shall and may all times hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said flat/unit and receive profits and benefits thereof and of every part thereof to and for his/her/their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever form or by the Confirming Party or their partners, heirs, successors and assigns or any one or more of them or any person or persons lawfully or equitably claiming or to claim by form under through or in trust for them AND THAT free and clear and freely clearly and absolutely acquitted exonerated and forever discharged or kept harmless and answered against all former and other estates, titles,

charges and encumbrances whatsoever had made executed occasioned or suffered by the Allottee or persons lawfully or equitably claiming form them. The Allottee/ has/have verified the plans, papers and titles of the said flat/unit and materials used in the said flat/unit and in the project/scheme and satisfied about the same. The Allottee/s shall comply the terms and condition as agreed upon or to be agreed upon for the said agreement and of the scheme/Building. It is also clarified that under this conveyance undivided proportionate right, share as per said Unit/Flat in the said entire land is not conveyed by the Confirming Party and said Society to the Allottee/s. It is specifically agreed by the Allottee that the Confirming Party will construct further floors/Units. If in future any additional F.S.I. becomes available, the Promoter shall also be entitled to raise construction on the said terrace as per the plans and specifications duly approved by the appropriate authority and shall further for such construction be entitled to make use of columns, beams, walls etc. of the building/s, including common amenities and facilities like water, light, gutter, sewers, drainages, lift, lobbies etc. The newly constructed terrace shall also absolutely belong to the said society herein with all and same rights as stated herein. The Developer and said society shall have right to allot sell, transfer, assign or otherwise deal with or dispose of the rights contained in this clause to any person whomsoever on such consideration and on such terms and conditions as the Developer/ Confirming Party may deem fit and proper.

5. The Confirming Party and said Society or any person or persons having or lawfully equitably claiming any estate or interest whatsoever in the said flat/unit or any part thereof from time to time and at all times hereafter at the request and costs of the Allottee/s or of the person or persons requiring the same, do and execute or cause to be done and executed all such further and

other acts, deeds, matters, things, conveyances, allotments and assurances in law whatsoever for the better and more perfectly assuring the said flat/unit and premises and every part thereof unto and to the use of the Allottee/s in the manner aforesaid as by the Allottee or their heirs or counsel-in-law shall be reasonably required.

6. The said Society and Developer agrees that Allottee undertakes to become a member of the said Society and also from time to time to sign and execute the application for transfer/enter name of Allottee/s in said Society and other papers and documents necessary and to fill in, sign and return along with usual amount payable like membership fees, share money, subscription etc. to said Society. It is hereby agreed between the Confirming Party and said Society with Allottee/s that no sooner the entire payments of all other dues payable by the Allottee to the Developer/Developer under the Agreement and allotment have been duly, properly, completely and finally paid and the Allottee having been enrolled as member of the said Society.
7. The Developer/ Confirming Party, said society and Allottee to abide all terms and condition that are mentioned in the Agreement to sale and also abide rules and regulation of RERA(Real estate and regulation Authority), under the provision of under the Provision of The Real Estate (Regulation and Development) Act, 2016.

Dispute Resolution

8. Any dispute between parties shall be settled amicably under mutual discussion and failing which it may be settled under Arbitration And Conciliation Act 1996 In case of failure to settle the dispute amicably or through arbitration, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

SEVERABILITY

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

SCHEDULE-I

10. The Allottee/s has/have paid consideration as under:

	by Cheque No. _____, Dated_____ of _____, _____Branch.
	by Cheque No. _____, Dated_____ of _____, _____Branch.
	by Cheque No. _____, Dated_____ of _____, _____Branch.
	by Cheque No. _____, Dated_____ of _____, _____Branch.
	by Cheque No. _____, Dated_____ of _____, _____Branch.
	by Cheque No. _____, Dated_____ of _____, _____Branch.
	by Cheque No. _____, Dated_____ of _____, _____Branch.
	0.75 % TDS as per Income tax Act.
TOTAL	(Rupees _____Only)

The Allottee also agreed to pay the amount of maintenance charges and outgoings fixed or to be fixed by the said society and

also agreed to pay in addition to the aforesaid amount of total consideration.

11. The said Flat/Unit conveyed herein is situated at within the limit of Paldi Police Station and comes under the disturb area and therefore it is necessary to obtain the permission for the transfer of the said flat/unit under the provisions of Disturb Areas Act.

12. The Allottee/s shall bear the stamp duty, registration fees, legal charges and miscellaneous expenses etc. related to this conveyance etc. The Confirming Party and said society shall not bear any expenses thereto.

13. The promoter shall not have any claim over FSI, additional FSI, common area and terrace rights after building use permission has been obtained, such a rights if any will be enclose by the society of allottees.

IN WITNESS WHEREOF the Confirming Party and said society and Allottee/s have hereunto set and subscribed their respective hands and seals this present the day and year first hereinabove written.

SCHEDULE-II

ALL THAT piece or parcel of immovable property bearing **Flat/Unit No 1, on FIRST Floor**, having net carpet area (Apartment) admeasuring **62.04 Sq.Mtrs. i.e 74.2 Sq.yds.** that excludes the area covered by the external walls, areas under service shafts, net carpet area Balcony admeasuring **___ Sq.Mtrs. ___ Sq.yds** and wash Area **_____sq.Mtrs. i.e _____sq. yds.** Together with undivided 1/15TH share admeasuring **62.04 sq.Mtrs. i.e 74.2 sq. yds** but includes the area covered by the internal partition walls of the apartment, situated in the scheme known as "**FALGUNI APARTMENT**", total Built up Area **62.04 Sq.yards i.e 74.2 sq.mtrs** or thereabout., situate, lying and

being on non-agricultural land bearing Final Plot No. 313, comprised in Town Planning Scheme No. 14 situate, lying and being at Village Paldi Taluka Sabarmati in the Registration District of Ahmedabad and sub District at Ahmedabad-4 (Paldi).

Boundary of said flat no. _____

On or towards East :
On or towards West :
On or towards North :
On or towards South :

IN WITNESS WHEREOF the Developer and said society and Allottee/s have hereinto set and subscribed their respective hands and seals this present the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
ARTLINE INFRACON L.L.P

IN THE PRESENCE OF

1. _____
2. _____

PROPERTY PHOTO

ARTLINE INFRACON L.L.P.

(ALLOTTEE/S)

through its authorized Partner
("THE CONFIRMING PARTY")

PROPERTY PHOTO

ARTLINE INFRACON L.L.P.

(ALLOTTEE/S)

SCHEDULE AS PER SECTION 32(a) OF THE REGISTRATION ACT

SIGNATURE **PHOTOGRAPH** **THUMB IMPRESSION**

ARTLINE INFRACON L.L.P.,

the Developer

Confirming Party

Shambhubhai ghemarbai desai

Tadjabhai ghemarbai desai

Shambhubhai ghemarbai desai

Tadjabhai ghemarbai desai

Paragbhai yogeshbhai shah

Bharatkumar bhulabhai kansara

Aditya dhruvkumar vyas

Purnima vipulkumar parikh

Aartiben umeshkumar raval

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