

SALE DEED

FOR Rs. _____ /-
Rupees in Words

Sale Deed of an open non-agricultural land bearing
Sub-Plot No. _____ admeasuring _____ Sq.Yds.
i.e. _____ **sq.mtrs.** as well as the land falling
between undivided share _____ **sq.mtrs.** common plot
and road i.e. total admeasuring _____ **Sq.Meter**
Open Land situated in the plotting scheme namely “
Palm Greens Platinum-2” floated by **PACIFICUS SUPERINFRA**
LLP in the non-agricultural land bearing Revenue
Block/ Survey No. **71 (Old Survey No.24)** area land
admeasuring **14628 Sq.Meter of Draft TP-2B1, Final**
Plot No.185 (Residential Zone) land admeasuring
7285 sq.mtrs and under this project registration
land admeasuring **6369.23 sq.meter.** situated on the
outskirts of Village Dholera, Sub-District Dholera,
District Ahmedabad.

First Party: PACIFICUS SUPERINFRA LLP

----- A Limited Liability Partnership
Land Owner by registered on 27-12-2017 vide
Regi. No. AAL-5231 and having its
registered office at : A-710, Infinity
Tower, Near Ramada Hotel, Corporate
Road, Prahladnagar, Ahmedabad - 380015
PAN NO: AAVFP2832Q
Through its Partner:

Mr. PUNITKUMAR PRAVINCHANDRA PANCHAL

Aged : Adult, Occ.: Business,
Religion : Hindu,
Resident of:- Ramjipura, Juna Ganj
Bazzar, Sidhpur, Dist- Patan,
Gujarat-384151

(Hereinafter Called "The Vendor" or "Party of the
First Part" Or "Executor" which expression shall
unless it be repugnant to the context or meaning
thereof be deemed to include its Partner,
Successors and assigns, administrators, etc.).

Second Party:

Purchaser

(1) SHIV

Aged : Adult, Occ.: BUSINESS
Religion : Hindu,
Resident of: 50, Infinity Tower,
Satellite Road, Satellite, Ahmeabad,
Gujarat - 380015.
PAN No: MXXN

(2) OM

Aged : Adult, Occ.:
Religion : Hindu,
Resident of: 50, Infinity Tower,
Satellite Road, Satellite, Ahmeabad,
Gujarat - 380015.
PAN No: AAPDP59XXX

Who hereinafter will be referred to as - **Purchaser or
Second Party or Executtee** (which expression shall unless it
be repugnant to the context or meaning thereof be

deemed to include his legal heirs, successors, assignees, executors, administrators, etc.).

I-the First Party am the owner and occupier of the land bearing Revenue Block / Survey No. 71 (Old Survey No. 24) area land admeasuring 14628 Sq.Meter of Draft TP-2B1, Final Plot No.185 (Residential Zone) land admeasuring 7285 sq.mtrs. situated on the outskirts of Village Dholera, Sub-District Dholera, District Ahmedabad. which shall be hereinafter referred to as the said land.

I-the First Party holds the aforesaid land by way of ownership right and there is neither any charge over the said land nor it is mortgaged; and I-the First Party is the owner and occupier of the said land and the said land runs in the name of I-the First Party in all Government and semi-Government records.

I-the First Party has obtained non-agricultural use permission of the aforesaid land from the District Collector Office Subhash Bridge, Ashrom Road, Ahmedabad, bearing order No. **1491/07/13/056/2019** dated 12/10/2019 for residential/multipurpose. I the First Party has also obtained RERA Certificate for this Project with RERA No.

On the aforesaid land, the First Party has floated a residential plot scheme - "**Palm Greens Platinum-2**", which shall **hereinafter in this sale deed be referred to as the Scheme** and in the said scheme for residential purpose have been sanctioned from the competent authority.

You the Second Party, after getting title clearance of the aforesaid land from the First Party, have obtained the copies of the permission for conversion of the said land for residential purpose, all the concerned documents, 7/12 extracts and Form No.6 record of rights designs and specification as well as all the papers relating to the scheme and all of them have been taken by you by seeing and verifying them. All these papers have

also been verified by his advocate also. Further, the First Party has explained you the Second Party regarding the entire scheme and conditions of sale of the plots, by which you the Second Party has been satisfied and for that there is no misunderstanding or doubt in the mind of you-the Second Party.

You - the Second Party have purchased the Sub-Plot No.02 which is admeasuring _____ **Sq.Meter.** area as per the layout, which shall hereinafter be referred to as the said plot, **for an amount of Rs. _____/-** in words, **Rupees** in Words and have consented to comply with all the conditions stipulated therein and he will also have to comply with all the terms and conditions which are enumerated in this sale deed in respect of maintenance which may be decided by the Developer or Owner of the land from time to time and in that respect, at present and in future at the time of purchasing the plot, you-the Second Party will have to comply with whatever conditions which may be imposed by the Government for using the land for residential purpose.

By taking into consideration your-Second Party's request to purchase the plot, the Owner has Sold the aforesaid plot to you by accepting the sale consideration of the said plot and you-the Second Party has been inducted as a member of the aforesaid Scheme and in pursuance of the same, this sale deed has been executed and in that respect whatever terms and conditions have been prescribed by the First Party will be accepted and binding to you-the Second Party.

I-the First Party am the owner and occupier of the said land and Our Authorized represented me to execute this sale deed in favour of you-the Second Party.

The conditions of the said sale deed, wherein the Second Party has given consent, are as under:

You-the Second Party have paid the following amount towards the sale consideration of the aforesaid plot:

DETAILS OF SALE CONSIDERATION ::

Rs. _____/- (Rupees _____
Only) Transfer by Cheque No. _____,
From _____ BANK
On ____-____-____ in favour of
Pacificus Superinfra LLP.

Rs. _____/- (Rupees _____
Only) Transfer by Cheque No. _____,
From _____ BANK
On ____-____-____ in favour of
Pacificus Superinfra LLP.

Rs. _____/-

(Rupees in Words)

The full sale consideration of the said plot as aforesaid has been received and in lieu of the same, this sale deed has been signed and except this, no amount of sale consideration is remaining to be paid to I-the First Party from you-the Second Party.

- (1) There is neither any charge over the said plot nor has it been mortgaged and the First Party have full authority and powers that they can sell the said plot to you-the Second Party.
- (2) I-the First Party have handed over the vacant plot and the first party give plot possession on or before 31st December 2025, of the said plot then to you-the Second Party, which has been obtained by you-the Second Party and you are satisfied with this aspect.

- (3) By way of executing this sale deed, you-the Second Party have become the absolute independent owner and occupier of the said plot and you will be entitled to use and enjoy the said plot and you-the Second Party will be entitled to enjoy the said plot as your exclusive property, wherein no hindrance or impediment of any manner will be created by I-the First Party or by any other person.
- (4) You-the Second Party will have to carry out construction for residential purpose over the said plot on your own expenses and the same will have to be done as per the construction plan and he will not have any right to make any changes therein and further construction for doing any alteration can be done as per the permission which has been granted. Further, if for carrying out any construction over the said plot at any time in future any permission is required, then the purchaser will have to obtain such permission or consent at his own costs and the First Party will not be responsible in any manner for the same.
- (5) The aforesaid plot will have to be used for construction of residential purpose only and except that it cannot be used for business, industry, and commercial purpose, or as per government rules/regulations.
- (6) You-the Second Party have given consent that you will have to pay all types of tax, cess, service tax and any other tax that may be imposed by the Government or its any Department or local authority, which are required to be paid.
- (7) The First Party has, as a part of development of the land of the said scheme, obtained water, sewer and electricity line, which will have to be taken to his plot by the Second Party as his own cost at the time

of construction; and which will carrying the said water, sewer and electricity lines to your plot by you-the Second Party if any damage is done, then you-the Second Party will be responsible for the same and you-the Second Party will have to compensate all such damage and you-the Second Party will have to take care that you will not put any other plot holder of the said scheme difficulty.

- (8) You-the Second Party has assured that you-the Second Party will protect the common amenities and properties and the friends and relative of you-the Second Party will be not damage the common road or common plot and will not do anything so that the other plot holder are put to difficulty.
- (9) In future, when there will be any need for formation of any Registration of Society / Association / Limited Company or any other Committee for common amenities, etc. for maintenance, you-the Second Party will have to sign on necessary paper and application and will cooperate in all the manners in formation of all such society, association, limited company.
- (10) You-the Second Party hereby give consent that the First Party will be the owner of all the common amenities like common road, common plot, common garden and construction, which will be built up by them, wherein you-the Second Party will not have any right to claim any right, title or interest, etc. You will be entitled to only use the common amenities.
- (11) You-the Second Party will follow the rules and regulations since the time of implementation of the Society, Association, limited company, and any other institution and if any amendments are made in such rules

and regulations, then for the protection and maintenance of the said scheme, you will obey the same. All the rules and regulation framed by the local authorities, or the Government will have to be followed all the terms and conditions which may be decided by the society, association, limited company and other institution shall have to be followed; and the fund or tax amount of expenses and other payable amount also shall have to be paid regularly.

- (12) You-the Second Party have to bear in mind that till such time the formation of maintenance society, association or limited company or any other institution is not made for providing common amenities, the ownership of all the common plot, common road which is developed on the said land will be of the developer.
- (13) You-the Second Party have to keep in mind that **Palm Greens Platinum-2** is a residential plots scheme, which is being developed by the First Party and in respect of its unsold additional plots, the First Party will have to right and authority as to who they should sell the said plots on which terms and conditions and for how much sale consideration and all such aspects will depend upon its own which and they will be entitled to sell the said plots to person whom they find appropriate and in that respect, you-the Second Party will not have any right to interfere. If the First Party sell these plots to any person, any company and any firm, the you-the Second Party shat not interfere with the act of either First Party nor shall the raise any dispute.
- (14) The Second Party hereby clearly understand that this scheme will always be name as "**Palm Greens Platinum-2**" and you-the Second Party will not do or cause to do any such

act to change the name of the scheme independently or jointly.

- (15) You-the Second Party have to bear in mind that if in future, any betterment charge or any other charge is imposed by the Government, DHOLERA SIR AUTHORITY or local institutions on the said land, the same will have to be borne by you-the Second Party as per his share without raising any objection or dispute. You-the Second Party have given your consent in that respect and you are bound by the same.
- (16) You-the Second Party will have the right that you will be entitled to sell the plot purchased by you to any person by obtaining permission from the First Party, Association, Society, Limited Company or any institution and will comply with the conditions which will be prescribed for maintenance in that respect; and You-the Second Party are not going to raise any objection or dispute and you have given consent in that respect.
- (17) You-the Second Party will not do any act so as to change the area/size of the plot purchased by you and on account of which there is harassment to the other plot holder.
- (18) The right, title, etc. of the aforesaid land have been verified by you-the Second Party and you are also satisfied with the right and title of the First Party; and all the terms and conditions qua the plot sold have been understood by you-the Second Party and in that respect, you do not have any objection or dispute with the First Party.
- (19) You-the Second Party will have to comply with all such conditions under which the Government and the concerned officers have granted non-agricultural use permission and

you-the Second Party has given consent for that and have admitted the said conditions.

- (20) I-the First Party have developed the aforesaid scheme and the same has been sold by I-the First Party to you-the Second Party and, therefore, the signature is made in the capacity of a Land Owner Or Developer and the same is admitted.

The _____ **Sq.mtrs** area as specified above as undivided area i.e share in common area shall be governed by said co-operative housing society. The conveyance of title for the same common areas will be reflected in the revenue records of the said project land. The society will be formed as per Gujarat Co-Operative Societies Act 1961. Also the transfer of Title such common area will abide section 17 of RERA ACT 2016.

The Management Body Formed as mentioned above herewith is Point No. 1 shall be the administrator of the common areas and undivided proportionate areas for the same purpose administrator/director/chairman & secretary will be nominated in the first AGM conducted between the Vendor and purchasers. OR Mr Punitkumar Pravinchandra Panchal is the chairman of the said co-operative housing society limited which is hereinafter referred as the confirming party. (In case of Sale Deed conducted after formation of society and handing over the physical possession to management body)

Physical possession of common area will be/is handed over to said co-operative service society limited along with that important documents like insurance copy, NOC's from concerned department, lift license, common equipment warranties and most importantly Approved Plan and BU Copy is / will be submitted to the said co-operative service society limited.

(21) The quadruplet and the schedule of the aforesaid property are as under:

(22) **SEVERABILITY**

All the right, remedies and provisions provide under this Allotment Agreement of the Promoter and Allottee are and shall be without prejudice to the other and further rights and remedies available them under the RERA Act 2016 and other laws of the time being in force. If any of the terms, conditions or provisions of this Agreement is determined to be void or unenforceable or in contradiction with any of the provisions of the said Act or rules made thereunder or any other law for the time being in force such terms and conditions and/or provisions shall be deemed to be amended or deleted and/or substituted so far as reasonably in consistence with the purpose of this Agreement and to the extent necessary to conform the RERA Act 2016 or rules and regulations made thereunder or the applicable laws as the case may be and the remaining provisions, terms and conditions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

(23) **DISPUTE RESOLUTIONS**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the RERA Act 2016, Rules and Regulations made thereunder from time to time.

(24) The First Party and Second Party have executed Agreement for Sale of said Plot which is registered before Sub Registrar of Dholera under serial No. _____ dated : _____ and both party agreed that all the conditions of Agreement for sale fulfill in this sale deed.

(25) The Promoter Shall not have any claim over common area rights after building use permission has been obtained, such rights if any will be enclosed by society of buyers.

:: **SCHEDULE** ::

An open non-agricultural land bearing **Sub-Plot No.____ admeasuring _____ Sq.Yds. i.e._____ sq.mtrs.** as well as the land falling between _____ **sq.mtrs.** common plot and road i.e. total admeasuring _____ **Sq.Meter** Open Land situated in the plotting scheme namely **“Palm Greens Platinum-2”** floated by **PACIFICUS SUPERINFRA** in the non-agricultural land bearing Revenue Block/ Survey No.**71 (Old Survey No.24)** area land admeasuring **14628 Sq.Meter of Draft TP-2B1, Final Plot No.185** (Residential Zone) land admeasuring **7285 sq.mtrs** and under this project registration land admeasuring **6369.23 sq.meter.** situated on the outskirts of Village Dholera, Sub-District Dholera, District Ahmedabad.

Details of boundaries :

Eastern Side :
Western Side :
Northern Side :
Southern Side :

FIRST PARTY : _____(Land Owner)

SECOND PARTY: _____(Purchaser of Plot)

POSTAL ADDRESS OF THE PROPERTY: Sub-Plot
No.____, Palm Greens Platinum-2, FP No. 185,
TP-2B1, Dholera, Sub-District Dholera,
District Ahmedabad.

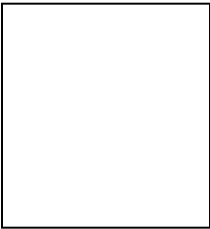
FIRST PARTY : _____(Land Owner)

SECOND PARTY: _____(Purchaser of Plot)

POSTAL ADDRESS OF THE PROPERTY : Sub-Plot
No.____, Palm Greens Platinum-2, FP No. 185,
TP-2B1, Dholera, Sub-District Dholera,
District Ahmedabad.

Schedule under Sec. 32 (A) of The Registration Act.

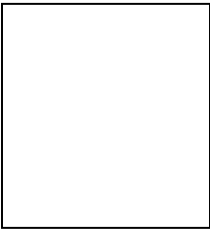
Executor-First Party



Pacificus Superinfra LLP

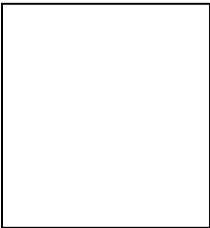
Through it's Authorized Signatory (Partner)
Mr.Punitkumar Pravinchandra Panchal

Executee-Second Party



(1) SHIV

Executee-Second Party



(2) OM