

SALE DEED
"THE PALACE - GREEN LIFE"

This **SALE DEED** executed at **VADODARA** on **Date :/...../2021** of **APARTMENT NO.** on **FLOOR** in **WING / TOWER :** situated in the Scheme namely **"THE PALACE - GREEN LIFE"**...

EXECUTOR / FIRST PARTY / VENDOR / LAND OWNER / DEVELOPER / PROMOTER :

(1) PRAKASHCHANDRA P. CHOKSHI, [Aadhar No.]

Aged adult, Occupation Business, [PAN : ABGPC 1733 R]
Residing at 5, Subhash Park Society, Harni Road, Vadodara.

(2) PIYUSHBHAI P. CHOKSHI, [Aadhar No.]

Aged adult, Occupation Business, [PAN : ABFPC 1147 G]
Residing at 4, Spun Ville Society, Arunoday Lane – 4, Vadodara.

(3) RAVI T. CHOKSHI, [Aadhar No.]

Aged adult, Occupation Business, [PAN : ABGPC 1733 R]
Residing at 45, Nilambar Palms, Bhayli, Vadodara.

(4) PRANAY P. CHOKSHI, [Aadhar No.]

Aged adult, Occupation Business, [PAN : ABMPC 5284 H]
Residing at 401, Sthapatya Flats, Saptrishi Colony, Akota, Vadodara.

(5) MITUL T. CHOKSHI, [Aadhar No.]

Aged adult, Occupation Business, [PAN : AEUPC 1142 F]
Residing at 4 – c, Indrapuri Society, Harni road, Vadodara.

(6) MADHAV M. CHOKSHI, [Aadhar No.]

Aged adult, Occupation Business, [PAN : BFFPC 9058 D]
Residing at 19, Subhash Park Society, Harni Road, Vadodara.

(Hereinafter referred to as **"The FIRST PARTY"** or **"VENDOR / LAND OWNER"** in this Sale Deed and in the meaning of the word the **FIRST PARTY** and his / her / their heirs, guardian, successors, Assignees, Administrators, executors etc. all have been included.)

AND

SECOND PARTY / DEVELOPER / PROMOTER :

DAMODARDAS ENTERPRISES [PAN : AAGFD 1195 D] a partnership firm through its Administrative / Managing partner **MITUL T. CHOKSHI**, Aged adult, Occupation Business, [Aadhar No.] Partnership Firm Address : The Palace Green Life, Nr. Vicenza Exotica, Off. Gotri – Sevasi Road, Vadodara.

(Hereinafter referred to as “**The SECOND PARTY**” or “**DEVELOPER / PROMOTER**” in this Sale Deed and in the meaning of the word the **Partnership Firm of Second Party** and present and time to time partners of firm and newly admitted partners and their heirs, guardian, successors, Assignees, Administrators, executors etc. all have been included.)

AND

THE EXECUTANT / THIRD PARTY / VENDEE / PURCHASER / ALLOTTEE :

(1), Aged years, Occupation,
[PAN :] – [Aadhaar No.]

(2), Aged years, Occupation,
[PAN :] – [Aadhaar No.]

Residing at

(Hereinafter referred in this SALE DEED shall be referred to as “**THE THIRD PARTY**” or “**PURCHASER / ALLOTTEE / VENDEE**” or “**YOU**” in this Agreement for Sale and in the meaning of the word the **THIRD PARTY** and / or his / her / their heirs, guardian, successors, Assignees, Executors, Administrators etc. all have been included.)

This Sale deed is executed by the Vendor - Party of the First Part along with Second Party / Promoter / Developer upon willingness in favour of Party of Third Part – Purchaser/s that:

- (A) That, the parties of the FIRST PART are legally seized and possessed of the **NON – AGRICULTURAL LAND** of village moje **GOTRI, Vadodara** bearing **City Survey No. 2494, T. P. Scheme No. 08, Final Plot No. 124, R. S. No. 80, adm. 2428-00 Sq. Mt. out of total land adm. 4047-00 Sq. Mt. and having approved Final Plot area adm. 2428-00 Sq. Mt.** land has been purchased by party of the **FIRST PART – Prakashchandra P. Chokdhi and Others** from previous Land owner – Manojbhai Ramanbhai Prajapati by way of Sale Deed duly Registered with office of Sub – Registrar, Vadodara Vibhag – 4 vide Reg. Sr. No. **758**, dated **19/01/2012. The entry for the same was mutated in the City Survey Office : Vadodara – 2; Ward – 5 (Gotri) in City Survey Property Card No. 2494 vide Entry No., dated and certified on 01/07/2019.**

Thereafter, one of the joint owner namely Maheshkumar Parshotamdas Chokshi expired on 01/08/2019, thus his legal heirs namely Parulben Maheshkumar Chokshi – wife; Bhavine Maheshkumar Chokshi; Bijal Maheshkumar Chokshi; Ekta Maheshkumar Chokshi and Madhav Maheshkumar Chokshi were mutated in the City

Survey Property card by virtue of succession vide Entry No., dated and certified on 09/03/2020.

Subsequently, above said Parulben Maheshbhai Chokshi, Bhavini d/o. Maheshbhai Chokdhi and w/o. Dhaval Ranpara, Bijal d/o. Maheshbhai Chokshi and w/o. Pranav Patel, Ekta d/o. Maheshbhai Chokshi and w/o. Vikas Patel have willingly relinquished their rights, interest by virtue of Deed of Relinquished cum Family Agreement No. 13, dated 27/12/2019 (Old No. 8911/2019) and Notarized Relinquished Deed without consideration No. 3168, dated 05/12/2020, thus their names were bracketed / removed from the City Survey Property card and said entry duly mutated in the City Survey Property Card vide Entry No. 26151, dated 16/12/2020 and certified on 17/03/2021.

- (B) That, the Competent Authority, Collector, Vadodara had issued **Non – Agricultural Order** vide its order No. NA / SR / 145 / 03 – 04, No. Land / D / Sec – 65 / Vasi / 2838 / 2008, Dated 26/09/2008 for used of captioned land being **Survey No. 80 having City Survey No. 2494, adm. 4047-00 Sq. Mt.** land within the village moje **GOTRI**, Vadodara, with certain terms and conditions as mentioned therein, AND ***the entry for the same was mutated in the City Survey Office : Vadodara – 2; Ward – 5 (Gotri) in City Survey Property Card No. 2494 vide Entry No., dated and certified on 15/05/2009.***
- (C) That, the Construction Permission in respect of the said land of village moje **GOTRI, Vadodara** bearing **Survey No. 80, T. P. Scheme No. 08, Final Plot No. 127**, adm. **2428-00 Sq. Mt.** was granted by Vadodara Municipal Corporation issued vide its vide Construction Permission (Raja chithhi) No. **VMC / 29-07-2020 / 1427657 / 01/ 009238, dated 18/09/2020 (Case No. 1427657)** and as per approved map the scheme in the name of **“THE PALACE - GREEN LIFE”** has been organized.
- (D) AND WHEREAS, the First Party / Vendor / Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No., Date :/...../....., AND Model Form of Agreement as per RERA, the said Developer along with said Land owners have executed an Agreement for Sale in favour of above said Purchaser in respect of the SCHEDULE property and said Agreement for Sale duly Registered with Office of Sub – Registrar, Vadodara vide Reg. Sr. No., dated/...../..... AND OR duly Notarized with Notary Public vide Notary Sr. No., dated/...../..... Thus, all parties are here agreed for all clauses of RERA are to be legally bound to all parties of the said Sale Deed.
- (1) Whereas, First party / executor sell the property shown in **SCHEDULE** below to the Third party in the amount of consideration **Rs./- Rupees** **Only.** And the said amount of consideration has been fully received by us as per the details below and in lieu of the said amount of consideration we have executed this Sale Deed.

DETAILS OF RECEIPT OF SALE PRICE :

Amount (Rs.)	Date	Cheque No.	Bank Name
Rs.	/-	Rupees	Only

- (2) When the cheque of above mentioned amount of consideration is realized in Bank, we have sold the property shown in **SCHEDULE** in lieu of it and we / executors will have to hand over physical possession of the said incomplete constructed property to you / the Third Party / Purchaser on completion of construction work and at that time you / the Third Party / Purchaser will have to accept physical possession of the property mentioned in the said Schedule with ownership right. And if any defect detected in construction of sold unit to you / purchaser within **5 – YEARS** of obtained Occupation Certificate of the scheme OR date of possession, we the Third party is liable / bound for all expenses of repairing such defect. But any defect in construction is not because of First party and occur from such other circumstances which is not in hand of First party then First party will not liable or bound for that. And further Third party / Purchaser take possession after proper inspection and after that any defect occur by Third party / Purchaser then only Third party / Purchaser will be liable for that. With this clear understanding said deed is executed.
- (3) We the executors have not created any encumbrance or lien, mortgage, charge of any person, Bank, Shroff or Financial institution on the said land property and we have not written the said property in security of any person and there is no attachment or injunction order of court and we have not executed any sale or transfer Agreement or we have not executed any Banakhat or Gift Agreement or not executed any written or oral agreement in favour of any person or institute. And we / executors assure that the title of property sold to you is clear and marketable and yet if any objection or dispute arises regarding title of the said property, we the executors will remove such obstacle with our own expense and in case you have to remove such obstacle we the executors are bound to repay such amount and expense immediately without raising any dispute and we assure of it.
- (4) We have already paid all the Government and Semi-Government Tax, Taxes of Vadodara Mahanagar Seva Sadan and revenue tax regarding the said land property till today and after execution of this Sale Deed, you the purchaser will have to pay all taxes and charges. But after execution of Sale Deed in future if any tax is found unpaid till today, we the executors have to pay such amount and we assure and undertake of it. You / the Third party / Purchaser have paid all the expense of this Sale Deed like Stamp Duty, Registration Fee, Writing Fee etc. and in future if any additional stamp duty is required to be paid, you / the Third party / Purchaser have to pay all such amounts.

Also liable to pay Development Charges, Tax, Name transfer charges after execution of this sale deed, Corporation Tax, Mahesul etc. for the said schedule property.

- (5) We the sellers have sold the property shown in **SCHEDULE** below to you the purchaser with all relevant right and with right in water, drainage, Gas connection, Light, Toilet, Bathroom, Telephone, Dish, Internet, Common Lift, Street Light etc. common facilities and with right of getting air and light and with right in internal society road and disposal of water as member of **"THE PALACE - GREEN LIFE"** till the Sun shines with ownership right today. Therefore you / the Third party / Purchaser have become owner of the property mentioned in the said Schedule and you have right to occupy the said property following rules of apartment. You have full right from today on the property mentioned in **SCHEDULE** below and from now we and our heirs, guardian, successors have no right, part, share, claim, and interest in the said property.
- (6) The, the said sold unit which is mentioned in **SCHEDULE** situated in the Scheme namely **"THE PALACE - GREEN LIFE"** has been sold to you through this Sale Deed. In the common parking space shown in the approved map for the purpose of construction over the said land, all unit purchasers of the concerned tower / building of the scheme together shall make parking in the space only provided as per convenience without causing hindrance / obstructions to others and the Purchasers of the unit shall not hold right to make parking in a specified or designated place. Further, on the outside of Ground Floor & First Floor, the parking of shop members is provided in the front side of the said towers and its use is to be made by all the owners in such manner so as not to create mental harassment or noise or disturbance and if such acts are committed by the shopkeeper members than the full right to prevent in doing so is and shall be vested with the other members of the towers. Further, the parking provided in the back side of shops is to be made by the members of flat towers. With such clarification and clear cut condition, the present Sale Deed is written.
- (7) You / the Third party / Purchaser have become independent owner of the property sold to you by executors and on the basis of the said Sale Deed, you can get the said property transferred in your name in City Survey Office, Vadodara Mahanagar Seva Sadan Office, Madhya Gujarat Vij Company Ltd., Revenue Record and in Government and Semi-Government and other institute and we the executors are bound to give you necessary signature-consent whenever and wherever required but you have to bear all the expense regarding the said proceeding.
- (8) The property sold to you is situated in **"THE PALACE - GREEN LIFE"** and if all the members of scheme form any development Mandal or association to maintain, cleanliness or common maintenance or charges then you / the Third party / Purchaser have to be its member compulsorily and follow all its rules and regulations compulsorily and you have right to get all the rights which have been acquired by all the members of the said apartment and you have to pay administrative expense for common facility proportionately / commonly. No member has to keep goods in common passage and lift which may be obstacle to the owners and provide co-

operation to all members. With such condition and understanding we have executed this Sale Deed in favour of you.

- (9) There are water tanks for all the members of tower and all members will get water from it and regarding Motor and Light you have to pay all the expense and for repairing of all these articles and charges and newly installation expense proportionately with other members of the said scheme.
- (10) No member has to make any change in outside Balcony, grill, color and Elevation of **"THE PALACE - GREEN LIFE"**. There will be no change in structure of the said apartment like beam or column in any circumstance in present time or in future and no member can demand personal ownership in future or in present in open land shown in Map approved for construction from Vadodara Maha Nagar Seva Sadan and the said land is to be kept open for ever and the purchaser and any other member of the said apartment are bound to keep the said place open and will be.
- (11) The slab of upper storey and lower floor and the walls of adjoining property are common which is situated in the property sold to you and shown in Schedule below and its measurement is to be considered from the middle point of wall.
- (12) You the purchasers don't have demand ownership right or separate share in common amenities of **"THE PALACE - GREEN LIFE"** like Common Area, Internal Road, Club House, etc. And the Third party / Purchaser will have permanent common and proportionate right of use and authority in all common facilities. Members of Shop owners have no any rights in common amenities except drainage, Water etc. Further, on the outside of Ground Floor, the parking of shop members is provided in the front side of the said towers and its use is to be made by all the owners in such manner so as not to create mental harassment or noise or disturbance and if such acts are committed by the shopkeeper members than the full right to prevent in doing so is and shall be vested with the other members of the towers. Further, the parking provided in the back side of shops is to be made by the members of flat towers. With such clarification and clear cut condition, the present Deed is executed between parties
- (13) If 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 Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- (14) If any provision of this deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this deed shall remain valid and enforceable as applicable at the time of execution of this deed.

- (15) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the property to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- (16) In future if you / purchaser sell, mortgage or transfer the flat mentioned in **SCHEDULE** below at that time the purchaser can sell or transfer or mortgage the rights and authority following the rules shown above in document and following the conditions decided from time to time and with the rights and authority which you have acquired through this Sale Deed and with such clarity this Sale Deed has been executed.

(17) **SEVERABILITY :**

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

(18) **DISPUTE RESOLUTION :**

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 Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, hereunder.

- (19) That Promoter shall here declare that, they have not right and or not have any claim over FSI upon captioned project land and they i.e. Promoter have also not claim any Terrace Right only and after Completion Permission / Building Use permission has been obtained. All the rights will be transferred to Proposed Association only.

(SCHEDULE)

[Description of the land under the scheme]

That, in the Registration Dist. and Sub – Dist. **Vadodara** within village moje **GOTRI, Vadodara** bearing **City Survey No. 2494, T. P. Scheme No. 08, Final Plot No. 124, R. S. No. 80, adm. 2428-00 Sq. Mt. out of total land adm. 4047-00 Sq. Mt. and having approved Final Plot area adm. 2428-00 Sq. Mt.** land, upon the captioned **N.A. Land** the scheme namely **“THE PALACE - GREEN LIFE”** has been organized. And out of which the property having measurement and property has been sold to you.

Wing / Tower	Floor	APARTMENT NO.	Carpet Area (Sq. Mt.)	Undivided share of common land Area (Sq. Mt.)

Four boundaries are as under

East :
West :
North :
South :

In witness whereof, the present Sale Deed is executed by Vendor – Writer herein upon willingness after reading, understanding, thinking, in sound state of mind and body, which is and shall be binding and acceptable to us, our partners from time to time, our heirs, successors, etc. all and in witness whereof, we have subscribed our signature below.

Date :/...../2020
Place : VADODARA

EXECUTOR / FIRST PARTY / VENDOR / LAND OWNER :

PRAKASHCHANDRA P. CHOKSHI

PIYUSHBHAI P. CHOKSHI

RAVI T. CHOKSHI

PRANAY P. CHOKSHI

MITUL T. CHOKSHI

MADHAV M. CHOKSHI

SECOND PARTY / DEVELOPER / PROMOTER :

DAMODARDAS ENTERPRISES, a partnership firm
through its Administrative / Managing partner

MITUL T. CHOKSHI

In witness:

1.....

2.....

The Palace - Green Life

PROPERTY PHOTO

**THE PALACE - GREEN LIFE, Near Vicenza Exotica, Off. Gotri – Sevasi Main Road,
New Alkapuri, Vadodara.**

The Palace - Green Life

According to Schedule Under Registration Act,
1908 Section 32 (A)

THE EXECUTANT / THIRD PARTY / VENDEE / PURCHASER / ALLOTTEE :

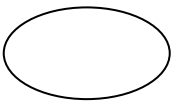
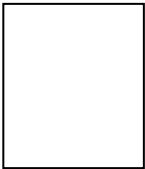
EXECUTOR / FIRST PARTY / VENDOR / LAND OWNER :

PRAKASHCHANDRA P. CHOKSHI

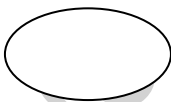
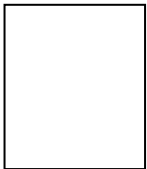
PIYUSHBHAI P. CHOKSHI

RAVI T. CHOKSHI

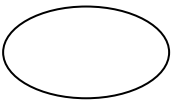
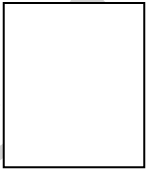
PRANAY P. CHOKSHI



MITUL T. CHOKSHI

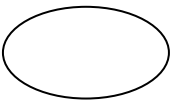
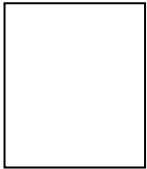


MADHAV M. CHOKSHI



SECOND PARTY / DEVELOPER / PROMOTER :

DAMODARDAS ENTERPRISES, a partnership firm
through its Administrative / Managing partner



MITUL T. CHOKSHI

દસ્તાવેજ નંબર : તારીખ : / / ૨૦૨૧

:: પરિશિષ્ટ ::

નોંધણી અધિનિયમ-૧૯૦૮ ની કલમ – ૩૪ ની પેટા કલમ – ૩ મુજબનું ચેકલીસ્ટ

અ.નં.	પ્રશ્ન	જવાબ (હા/ના)
લખી આપનાર / સંમતિ આપનાર કે તેઓના કુ.મુ. ને પુછવાના પ્રશ્નો :		
૧	લેખમાં દર્શાવ્યા મુજબે વડોદરા ના મોજે ગામ ગોત્રી ની સીમમાં રે.સર્વે નંબર : ૮૦, સીટી સર્વે નંબર : ૨૪૯૪, ટી. પી. સ્કીમ નંબર : ૦૮, એફ. પી. નંબર : ૧૨૪ મુજબે ફાળવેલ એફ. પી. વાળી : ૨૪૨૮-૦૦ ચો. મીટર જમીન માં આયોજીત “THE PALACE - GREEN LIFE” નામની યોજનામાં વીગ / ટાવર : ના માળ ઉપર આવેલ એપાર્ટમેન્ટ / ફ્લેટ નંબર : નો વેચાણ દસ્તાવેજ લેખ કરી આપેલ છે?	હા
૨	લેખમાં દર્શાવ્યા મુજબ ચો.મી. કારપેટ નું ક્ષેત્રફળ છે તે મિલકત માટે લેખ / વેચાણ દસ્તાવેજથી વેચાણ આપેલ છે?	હા
૩	લેખમાં દર્શાવ્યા મુજબની વિગતે અવેજની રકમ મળેલ છે?	હા
૪	લેખમાં દર્શાવેલ વિગતો વાંચી, વંચાવીને, સમજી, વિચારીને તમે પોતે જાતે જ સહી/અંગુઠાન છાપ કરેલ છે તેમ કબુલ રાખો છો?	હા
૫	પાવર ઓફ એટર્ની આપનાર દસ્તાવેજની તારીખે હયાત છે?	
૬	પાવર ઓફ એટર્નીના લેખમાં પાવર ઓફ એટર્ની આપનાર વ્યક્તિ/ઓએ સહી/અંગુઠાનુ નિશાન કરેલ છે?	
૭	પાવર ઓફ એટર્નીનો લેખ દસ્તાવેજની તારીખે અમલમાં છે?	
૮	ઓળખાણ આપવા સારૂ તમને ઓળખતા હોય તેવી વ્યક્તિઓ સાથે લાવ્યા છો?	હા
ઓળખાણ આપનાર / સાક્ષી ને પુછવાના પ્રશ્નો :		
૧	દસ્તાવેજ લખી આપનાર વ્યક્તિ/ઓ કે જેઓએ કબુલાત આપી તેઓને તમે જાતે ઓળખો છો?	હા
૨	દસ્તાવેજમાં લખેલ નામ અને કબુલાત આપનાર વ્યક્તિ/ઓ એક જ છે?	હા
૩	કોઈ વ્યક્તિએ ખોટું નામ ધારણ કરીને કબુલાત આપી નથી એવી તમે ખાતરી આપો છો?	હા

લખી આપનાર / સંમતિ આપનાર/કુ.મુ.ની સહી

ઓળખાણ આપનાર (સાક્ષી) ની સહી :

સબ - રજીસ્ટ્રારની સહી :