

SALE DEED
“THE WINGZ – III”

This **SALE DEED** executed at **VADODARA** on date/...../2022 of **FLATNO.** on **FLOOR** in **TOWER** : situated in the Scheme namely **“THE WINGZ – III”** of Rs./- ...

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

M/s. BRAHMA DEVELOPERS, [PAN :] a partnership firm through administrative partner **RAJIV PRANNATH ARORA**, [Aadhaar No. 4264-5931-1314]

Aged 50 years, Occupation Business,

Address of Partnership Firm at A / 302, Keshav Silver Lawns, TP – 1, Bhayli Road, Vadodara.

(Hereinafter referred to as **“The FIRST PARTY”** or **“VENDOR / LAND OWNER”** or **“DEVELOPER / PROMOTER”** in this Sale Deed and in the meaning of the word the **Partnership Firm of First 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 / SECOND PARTY / VENDEE / PURCHASER / ALLOTTEE :

(1), [Aadhaar No.]

Aged years, Occupation, [PAN :]

(2), [Aadhaar No.]

Aged years, Occupation, [PAN :]

Residing at

(Hereinafter referred in this SALE DEED shall be referred to as **“THE SECOND PARTY”** or **“PURCHASER / ALLOTTEE / VENDEE”** or **“YOU”** in this Agreement for Sale and in the meaning of the word the **SECOND 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 upon willingness in favour of Party of Second Part – Purchaser/s that:

1. (A) That, the **NON – AGRICULTURAL LAND** of village moje **GOTRI, Vadodara** bearing being **Open No. 08 (adm. 11374-00 Sq. Ft. i.e. 1056 Sq. Mt. as per previous Sale Deed)**, and as per City Survey Office : **Vadodara – 2, Ward : 5 (Gotri)** being City Survey No. 678, adm. 1056-61 Sq. Mt. land of Survey No. 677, 678 paiki land included in Draft T. P. Scheme No. 61 and Final Plot No. 138/8, adm. 739-00 Sq. Mt. land has been purchased by party of the First Part **M/s. BRAHMA DEVELOPERS**, a partnership firm from previous owners – Datta Shirish Mehta and Saumil Shirish Mehta by way of Sale Deed duly Registered with office of Sub – Registrar, Vadodara Vibhag – 4 vide Reg. Sr. No. **7983**, dated **13/08/2021** and ***the entry for the same was mutated in the City Survey Superintendent : Vadodara – 2 in Ward – 5 (Gotri) in City Survey No. 678 vide Entry No. 28059, dated 20/10/2021 and certified on 20/12/2021.***
- (B) That, the Competent Authority, DDO, Vadodara had issued **Non – Agricultural Order** vide its order No. LND / S.R. / 93 / 69, Taluka Panchayat Office, Vadodara, dated 6/12/69 for used of captioned land being **Survey No. 677, 678** land within the village moje **GOTRI, Vadodara**, with certain terms and conditions as mentioned therein.
- (C) That, the Construction Permission in respect of the said land of village moje **GOTRI, Vadodara** bearing **Survey No. 677 + 678, T. P. Scheme No. 61, Final Plot No. 138 / 8, adm. 739-00 Sq. Mt. land** was granted by Vadodara Mahanagar Palika issued vide its vide Construction Permission (Raja chithhi) No. Ward – 11 / Apartment / 113 / 2021 - 2022, dated 22/03/2022 and as per approved map the scheme in the name of **“THE WINGZ - III** 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.

(2) Whereas, First party / executor sell the property shown in **SCHEDULE** below to the Second 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

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 Second Party on completion of construction work and at that time you / the Second Party 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 second 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 Second party take possession after proper inspection and after that any defect occur by Second party then only Second party 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 Second Party 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 Second Party 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 WINGZ – III"** till the Sun shines with ownership right today. Therefore you / the Second party 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 WINGZ – III"** 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. With such clarification and clear cut condition, the present Sale Deed is written.

- (7) You / the Second Party 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 WINGZ – III”** and if all the members of scheme form any development Mandal or association to maintain, cleanliness or common maintenance or charges then you / the Second Party 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 WINGZ – III”**. 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 WINGZ – III"** like Common Area, Internal Road, Club House, etc. And the Second party will have permanent common and proportionate right of use and authority in all common facilities.
- (13) 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.
- (14) 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.
- (15) **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.

(16) **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.

(17) 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 **Revenue Survey No. 677, 678 paiki, City Survey No. 678 [City Survey Office : Vadodara – 2, Ward : 5 (Gotri)]** land included in **Draft T. P. Scheme No. 61** and **Final Plot No. 138/8, adm. 739-00 Sq. Mt.** land, upon the captioned **N.A. Land** the scheme namely **“THE WINGZ – III”** has been organized. And out of which the property having measurement and property has been sold to you.

FLOOR	FLAT NO.	CARPET Area (Sq.Mt.)	EXCLUSIVE BALCONY Area (Sq. Mt.)	EXCLUSIV E WASH 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 :/...../2022

Place : **VADODARA**

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

M/s. BRAHMA DEVELOPERS, a partnership firm
through administrative partner

RAJIV PRANNATH ARORA

In witness:

1.....

2.....

PROPERTY PHOTO

**THE WINGZ - III, Plot No. 8, Country side Estate, Opp. Urban Fitness Gym,
Gotri Road, Vadodara.**

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

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

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

M/s. BRAHMA DEVELOPERS, a partnership firm
through administrative partner

RAJIV PRANNATH ARORA

દસ્તાવેજ નંબર : તારીખ : / / ૨૦૨૨

:: 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 મુજબ વડોદરા ના મોજે ગામ : ગોત્રી ની સીમમાં સર્વે નંબર : ૬૭૭, ૬૭૮ પૈકી ખુલ્લો પ્લોટ નંબર : ૮ (અગાઉના વેચાણ દસ્તાવેજ મુજબે ક્ષેત્રફળ : ૧૧૩૭૪ ચો. ફુટ છે, જેના ચો. મીટર ૧૦૫૬ છે.), વડોદરા સીટી સર્વે ઓફિસ : વડોદરા – ૨, વોર્ડ – ૫ (ગોત્રી) ના સીટી સર્વે નંબર : ૬૭૮ (ક્ષેત્રફળ : ૧૦૫૬-૬૧ ચો. મીટર), ટી. પી. સ્કીમ નંબ : ૬૧ (ગોત્રી)૪ એફ. પી. નંબર : ૧૩૮/૮ વાળું ક્ષેત્રફળ : ૭૩૯-૦૦ ચો. મીટર વાળી જમીનમાં આયોજીત “THE WINGZ – III” નામની યોજના પૈકી માળ ઉપર આવેલ 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/અંગુઠાનું 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

M/s. BRAHMA DEVELOPERS, a partnership
firm through administrative partner

RAJIV PRANNATH ARORA

ઓળખાણ આપનાર (સાક્ષી) ની સહી :

સબ - રજીસ્ટ્રારની સહી :