

PERFORMA SALE DEED
FOR RS. /-

THIS INDENTURE made at Ahmedabad this -----day of -----
month, -----Year by and between:

THE PARTY OF THE FIRST PART :

VENDOR / PROMOTER:

THE LAND OWNER:

Mr. Abdulgaffar Hajihussain Nagani himself as well as Proprietor of M/s. Myco Realty (PAN : AAFFN 3253 R), Aged 54 Years, Occupation : Business, Indian Inhabitant, register office at F.P. No.62/2, Myco Realty, Ahmed Residency Road, Sarkhej, Ahmedabad, Gujarat-382210. (hereinafter collectively referred to as the party of the FIRST PART and/or 'VENDOR' and/or "THE LAND OWNER" and/or " PROMOTER" which expression shall includes their respective heirs, successors, attorneys, assignees, etc.)

FOR M/S. MYCO REALTY

Nagani

PROPRIETOR

((2))

THE PARTY OF THE SECOND PART :

VENDEE :

ALLOTTEE:

_____, (PAN: _____), Aged _____ Years, Occupation :
Business/Service,, Indian Inhabitant, Residing at :
_____ Ahmedabad. (hereinafter referred to as the party
of the SECOND PART and/or "VENDEE" and/or ALLOTTEE
which expression shall includes their respective heirs, successors,
attorneys, assignees, etc.).

1. WHEREAS, the party of the FIRST PART – Promoter is the owner of the land and they are seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of **FLAT NO. _____**, admeasuring _____, (i.e. _____ Sq.mt.) Carpet area means 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, and /or _____ Sq. Fts. (i.e. _____ Sq.mtr.) Super Built up area on ----- Floor in the scheme known as "**AHMED AVENUE**" together with pro-rata undivided share admeasuring _____ Sq.Mtrs. in Freehold Non-Agricultural Land bearing Survey No.603/2, admeasuring 3035 sq.mtrs., of which Akar is Rs.4.67 Paise, having account no.1040, which has been allotted the Final Plot No.62/2, admeasuring 1821 sq.mtrs., of the Town Planning Scheme No.85, situated lying and being at Village Sarkhej, Taluka Vejalpur, in the Registration Sub-District

FOR, M/S. MYCO REALTY


PROPRIETOR

((3))

Ahmedabad-4 (Paldi) and District Ahmedabad, Gujarat which is more particularly described in the SCHEDULE hereunder written.

2. The land bearing Survey No. 603/2 was owned and possessed by Pranjivan Mahasukhsang, prior to the year 1938.
3. Thereafter said Pranjivan Mahasukhsang expired on 03.04.1938 and therefore the names of his legal heir Shivshankar Pranjivan has been entered in the revenue record of the said land. The said entry had been entered into the record of rights by mutation entry no. 765, dated: 17.05.1938.
4. Thereafter, the name of Chhana Gokal was entered as "Sarankashit" tenant of said land, as per the Taluka Order No. TNC, dated: 16.04.1947. The said entry had been entered into the record of rights by mutation entry no. 1067, dated: 01.10.1948.
5. Thereafter, said land owner has taken TAGAVI TARAN, as per vide its Order No. TAGSR- 372 dated: 14.01.1950. The said entry had been entered into the record of rights by mutation entry no. 1090, dated: 13.03.1950.
6. That in lieu of The Bombay Personnel Inam Abolition Act, 1952, as per the circular no. WTN 4035, dated: 28.07.1953 of Collector Shri, Ahmedabad and Taluka Order No. WTN, dated: 27.08.1953, Inam of all lands has been abolished and entered as "Khalsa Raiyat Vali". The said entry had been entered into the record of rights by mutation entry no. 1564, dated: 12.05.1954.

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Nagendra
PROPRIETOR

7. Thereafter, said land owners has paid the said amount of TAGAVI TARAN, .as per order no. TA/W.S.R. 26 and the note of TAGAVI TARAN has been removed. The said entry had been entered into the record of rights by mutation entry no. 1623, dated:06.1956.
8. Thereafter said Chhana Gokal was not cultivating the said land since last two years and therefore his name was deleted as a "Sarankashit" tenant, vide Taluka Circular order no. T.N.C. The said entry had been entered into the record of rights by mutation entry no. 1666, dated: 16.06.1956.
9. Thereafter said Shivshankar Pranjivan Tripathi expired on 13.04.1978 and there-fore the names of his legal heirs (1) Rajnikant Shivshankar Tripathi, (2) Pankajkumar Shivshankar Tripathi, (3) Rushikesh Shivshankar Tripathi, (4) Vinodiniben Shivshankar Tripathi and (5) Niranjanaben Shivshankar Tripathi have been entered in the revenue record of the said land. The said entry had been entered into the record of rights by mutation entry no. 3048, dated: 07.11.1987.
10. Thereafter said (1) Vinodiniben Shivshankar Tripathi and (2) Niranjanaben Shivshankar Tripathi have released their rights in favour of other co-owners, so their names have been deleted from the record of the said lands. The said entry had been entered into the record of rights by mutation entry no. 3049, dated: 07.11.1987.
11. Thereafter said land has been covered under the Town Planning Scheme No. 85 and allotted the Final Plot No. 62/2, admeasuring 1821 sq.mtrs.

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12. Thereafter said (1) Rajnikant Shivshankar Tripathi, (2) Pankajkumar Shivshankar Tripathi and (3) Rushikesh Shivshankar Tripathi have sold and conveyed the said land to Mohmmadsalim Nurbhai Shekh, by sale agreement and also executed power of attorney in favour of him, both dated: 11.05.2004 and same were notarized, vide sr. no. 45/2004 and 46/2004, respectively.
13. Thereafter (1) Rajnikant Shivshankar Tripathi, (2) Pankajkumar Shivshankar Tripathi and (3) Rushikesh Shivshankar Tripathi through its POA Holder Rajnikant Shivshankar Tripathi with confirmation of Mohmmadsalim Nurbhai Shekh have sold and conveyed the said land to Abdulgaffar Hajihusen Nagani, by sale deed, dated: 27.07.2020, which has been registered before office of Sub-registrar of Assurances, Ahmedabad- 13 (City), vide registration no. 426, dated: same. The said entry had been entered into the record of rights by mutation entry no. 7305, dated: 30.07.2020.
14. The said land has been permitted for non-agricultural use of multipurpose, vide order no. 3115/ 07/ 19/ 031/ 2020, dated: 30.12.2020 of The Collector, Ahmedabad. The said entry had been entered into the record of rights by mutation entry no. 7395, dated: 30.12.2020.
15. The plans for construction had been sanctioned for the said land by Ahmedabad Municipal Corporation, Ahmedabad, vide Commencement Letter No. BLNTI/ SWZ/ 300321/ CGDCRV/ A4789/ RO/ Ml, dated: 29.06.2021, for Block No. A+B have 82 Residential & 04 Commercial Units.

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Nagani
PROPRIETOR
PROPRIETOR

16. Thereafter the party of the FIRST PART – Promoter Abdulgaffar Hajihussain Nagani, Proprietor of M/s. Myco Realty has to carried out the construction of residential cum commercial use on the said land. The building is named and styled as “AHMED AVENUE” and same shall be hereinafter referred to as the said scheme.
17. The party of the FIRST PART – Promoter has registered the project under the provision of the Act with the Real Estate Authority Register no. _____.
18. The Allottee intends to purchase **FLAT NO.** _____ in the building known as “AHMED AVENUE” from the party of the FIRST PART – Promoter .
19. Earlier project loan was availed by the party of the FIRST PART – Promoter from -----(Bank Name) and charge release letter dated _____ for **Flat No.** ----- has been issued by ----- (Bank Name).
20. Now, The party of the FIRST PART – Promoter hereby sells and conveys the said **FLAT NO.** _____ in the building known as “AHMED AVENUE” to the party of the SECOND PART- Allottee at a Sale Price of Rs. _____/= (Rupees _____ only).
21. The Allottee has paid full sale price of Rs. _____/= (Rupees _____ only) to the party of the FIRST PART – Promoter as follows :-

FOR, M/S. MYCO REALTY
Abdulgaffar Hajihussain Nagani
PROPRIETOR

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No.	Rupees	Name of Bank and Branch	Cheque No.	Dated
	_____-/-	Total _____ only		

The party of the FIRST PART – Promoter hereby confirms that they have received sale consideration as aforesaid from the party of the SECOND PART – Allottee.

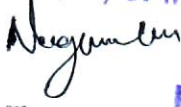
22. The party of the FIRST PART – Promoter shall hand over vacant and peaceful possession of the property described in the SCHEDULE hereunder written to the party of the SECOND PART – Allottee after obtaining B.U. Permission.
23. If in future, any extra F.S.I. is available; or any balance FSI as on date of this agreement, the party of the SECOND PART – Allottee is hereby entitled for the same and entitles to develop any part of the land and / or Building and the party of the FIRST PART – Promoter has no right, claim or interest in any such F.S.I.
24. The party of the FIRST PART – Promoter shall not have any claim on FSI additional FSI and common terrace and common area rights after building use permission has Obtained, such rights if any will be owned by the “Association of Allottee”

FOR, M/S. MYCO REALTY

Signature

PROPRIETOR

25. That the party of the SECOND PART – Allottee have become absolute owner of the said scheduled property by this SALE DEED.
26. The party of the FIRST PART – Promoter has paid all Government Taxes, Charges, etc. up to the date thereof for the said scheduled property. Similarly, all outstanding bills for amenities such as Electricity, Drainage, Water supply are paid by The party of the FIRST PART – Promoter to this date. Henceforth, all such Taxes, Charges shall be paid by the Allottee only.
27. The party of the FIRST PART – Promoter do hereby conveys and transfers by way of sale unto the Allottee the property more particularly described in the SCHEDULE hereunder written with all the things permanently attached thereto or standing thereon and all privileges, rights of way, easements, profits, parking space area and other related advantages and appurtenances whatsoever to the said property and other common amenities in the said building hereby conveyed and every part thereof TO HOLD the same unto and to the use and benefit of the Allottee absolutely and forever.
- AND The party of the FIRST PART – Promoter do hereby covenants with the Allottee that :
28. That The party of the FIRST PART – Promoter has in themselves/ itself good right, full power and absolute authority to convey or intended so to be unto and to the use of the Allottee in the manner aforesaid.

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29. The Allottee shall hold the said scheduled property free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by The party of the FIRST PART – Promoter and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other titles, charges and encumbrances whatsoever had, made executed occasioned and suffered by the The party of the FIRST PART – Promoter or by any other person.
30. The party of the FIRST PART – Promoter and all persons having or claiming any estate, right, title or interest in the said premises hereby conveyed or any part thereof by from, under or in trust for The party of the FIRST PART – Promoter or/their executors, administrators, attorneys, partners or any of them shall and will from time and at all times hereafter at the request and cost of The party of the FIRST PART – Promoter do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances and assurances whatsoever for letter and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of Allottee in manner aforesaid as by the Allottee, heirs, executors or administrators and assigns shall be reasonable required. The party of the FIRST PART – Promoter hereby state and declare that their respective legal heirs administrators, attorneys, director/s or any of them have no objection against the present sale of this property made to the party of the SECOND PART and they shall have consented for the same.

FOR, M/S. MYCO REALTY

Nagendra

PROPRIETOR

31. That the party of the FIRST PART – Promoter guarantee and undertake to the party of the SECOND PART - Allottee that his/its rights, titles and interests in the said property have not been transferred to anyone by way of Sale, Mortgage, Lease, Gift or otherwise.
32. The party of the FIRST PART – Promoter further state that no other person has any right, title and interest of whatsoever nature in the said property.
33. Further, no suit or action is brought by any person and no court attachment or acquisition notice is served to it.
34. The party of the FIRST PART – Promoter further declares and undertakes to indemnify all losses which may be suffered by the Allottee in the event of any claim made by any person as to the right, title and interest in the said property.
35. The party of the FIRST PART – Promoter further declares and undertakes that the titles to the said property are clear and marketable and no charge or encumbrance is created on the same as on today.
36. That the party of the FIRST PART – Promoter hereby undertakes to sign all necessary Forms, Applications, Affidavits, Transfer Forms etc. which may be necessary by the party of the SECOND PART-Allottee for mutation of his/her/their name/s at the office of The Collector, Ahmedabad, The Mamlatdar Office, The Talati, Sarkhej, Ahmedabad Municipal Corporation, Torrent Power Ltd. etc.

FOR, M/S. MYCO REALTY
Neelam
PROPRIETOR

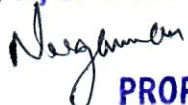
37. The party of the FIRST PART – Promoter further declare that no notice for requisition or acquisition or reservation has been issued by The Government of India or the Government of Gujarat or any local or public body or authority in respect of the said property is served upon or has been received by the party of the FIRST PART – Promoter.
38. The party of the FIRST PART – Promoter is/are paying and also shall pay the entire dues and all outgoing and Revenue Taxes, Municipal Taxes, Cesses Charges, Gram Panchayat Taxes, and all other charges payable to the authorities concerned in respect of the said property till the date of Sale Deed and actual possession thereof is handed over to the VENDEE. Henceforth, the Allottee shall pay all such Revenue and Government Taxes, charges and maintenance charges of the society/association (which is to be formed in future by the unit holders of the said scheme).
39. The party of the FIRST PART – Promoter declares that the said property has been covered or declared to be situated within the SCHEDULE / NOTE / LIST of “Disturbed Areas” as mentioned in the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of tenants from Eviction from premises in Disturbed Areas Act, 1991 and permission for the same is obtained from concerned authority.
40. That The party of the FIRST PART – Promoter has handed over photocopies of all relevant title deeds to the Allottee.

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PROPRIETOR

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41. That all legal expenses such as Stamp Duty, Registration Fee, Typing & Xerox charges etc. have been solely borne by the party of the SECOND PART – Allottee.
42. That the party of the SECOND PART – Allottee is absolute owner and possessor of the property described in the SCHEDULE hereunder written by this Sale Deed and she/he/they is/are now entitled to mortgage, sell, gift, rent or dispose of the same in any manner, she/he/they is/are also entitled to get the property transferred and registered in his/her/their name/s in the relevant records of the Torrent Power Limited, Municipal Corporation, Government, Semi Government and other authorities and for that purpose The party of the FIRST PART – Promoter hereby accord his/its consent and signature.
43. SEVERABILITY 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.
44. 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

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PROPRIETOR

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

45. That the party of the SECOND PART – Allottee hereby agree and bind himself/herself/itself to become member of a Service Society namely THE _____ CO-OPERATIVE HOUSING SERVICE SOCIETY LIMITED, duly incorporated under the Gujarat Co-operative Societies Act, 1961 (Act X of 1962) and registered with the Registrar, Co-operative Societies, Ahmedabad under Serial No. _____ dated: ____ and shall hold requisite number of shares and comply with the Bye Laws of the said Service Society as also Rules Regulations and Resolutions from time to time of the said Service Society and that of General Body / Managing Committee for the purpose of management, maintenance and up-keeping the said entire Scheme known as “AHMED AVENUE” and That the party of the SECOND PART – Allottee agrees that he/ she/ it shall pay regularly the monthly/ quarterly/ half yearly/ yearly proportionate share that may be decided towards the maintenance and up-keeping of said entire Scheme known as “AHMED AVENUE” as may be levied for the time by the said the party of the FIRST PART – Promoter /Society. The party of the SECOND PART – Allottee herein on execution of these presents shall pay to the party of the FIRST PART – Promoter his/her/its proportionate share of advance common monthly maintenance charges as decided by the party of the FIRST PART – Promoter for the initial period of 60 months and accordingly the FIRST PART – Promoter /Society shall itself/through the Service Society maintain the said entire scheme as per the details mentioned in SCHEDULE hereunder for the period to be decided by the FIRST

FOR, M/S. MYCO REALTY
Narganj
PROPRIETOR

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PART – Promoter /Society at the time. The FIRST PART – Promoter /Society shall not be liable to give any accounts in respect thereof. The party of the SECOND PART – Allottee has on execution of these presents also agreed to pay for the time being to the said party of the FIRST PART – Promoter and transferable at the appropriate time to the said Society a non-refundable lump-sum fixed maintenance deposit amount as decided/ directed by the party of the FIRST PART – Promoter /Society and the interest/income derived from the said fixed deposit amount as also from the proportionate similar amounts to be paid by the other Purchasers of the remaining Flats shall also be utilized by the party of the FIRST PART – Promoter/Society towards common expenses, maintenance and other expenses to be incurred by the party of the FIRST PART – Promoter /Society. Provided that, the party of the SECOND PART – Allottee shall be required to pay any additional amount towards such expenses in future if said interest/income is not sufficient for the purpose. The party of the SECOND PART – Allottee hereby agrees and undertakes that The party of the SECOND PART – Allottee shall not sell or transfer, alienate or part with the possession of said property in any manner whatsoever to any one without the prior written permission of the said Society and on payment of such transfer fees and subject to such terms and conditions as may be decided by the Service Society from time to time. Further, in the event of such transfer the same shall be done subject to the new Purchaser being irrevocably bound by all the terms and conditions of this Deed of Conveyance.

FOR, M/S. MYCO REALTY
PROPRIETOR

46. AND WHEREAS, the Vendor and Purchaser had entered into an AGREEMENT TO SALE dated: with respect to the said Property which Agreement to Sell was executed by and between the parties hereto and duly registered with the office of the Sub-Registrar **Ahmedabad** on, under Serial No. On the terms and conditions agreed upon by the Parties hereto and which is valid and subsisting.

FIRST SCHEDULE

(Description of the land all other details)

To all those pieces and parcels of freehold land lying and being at Non - Agricultural Land bearing Survey No.603/2, admeasuring 3035 sq.mtrs., of which Akar is Rs.4.67 Paise, having account no.1040, which has been allotted the Final Plot No.62/2, admeasuring 1821 sq.mtrs., of the Town Planning Scheme No.85, situated lying and being at Village Sarkhej, Taluka Vejalpur, in the Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad and circumscribed as follows:-

East	Land of Final Plot No.64/2 Paiki
West	Land of Final Plot No.123 Paiki
North	40 ft T.P. Road
South	Land of Final Plot No.123 Paiki

SECOND SCHEDULE

(Description of the Property sold by this Saled deed)

Residential Apartment no. ----- on -----th floor admeasuring ----- sq. Mtr. (----- Sq. Ft.) carpet area i.e. - ----- Sq. mtr. (----- sq. Ft.) Super Built- up area in the "AHMED AVENUE" scheme being constructed on the portion of the Said Property along with proportionate undivided right, title and interest in about ----- sq. ft. (i.e. ----- sq. mtr.) of land being common areas of the Scheme namely "AHMED AVENUE" common roads, common plot, etc. being part of Non - Agricultural Land bearing Survey No.603/2, admeasuring 3035 sq.mtrs., of which Akar is Rs.4.67 Paise, having account no.1040, which has been allotted the Final Plot No.62/2, admeasuring 1821

FOR, M/S. MYCO REALTY

Narghuna

PROPRIETOR

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sq.mtrs., of the Town Planning Scheme No.85, situated lying and being at Village Sarkhej, Taluka Vejalpur, in the Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad, Gujarat and bounded as follows:

East	
West	
North	
South	

Note : Year of Construction of the said Unit is -----.

IN WITNESS whereof The party of the FIRST PART – THE LAND OWNER, the party of the SECOND PART – Allottee have signed this SALE DEED with their free consents and the same shall be binding to them, their heirs, successors, attorneys, assignees, partners etc..

DATED THIS _____ DAY OF SEPTEMBER, 2021.

SIGNED AND DELIVERED BY
THE WITHIN NAMED

The party of the FIRST PART – Promoter :-

Abdulgaffar Hajihussain Nagani
himself as well as Proprietor of
M/s. Myco Realty

SIGNED AND DELIVERED BY
THE WITHIN NAMED

The party of the SECOND PART – Allottee :-

WITNESSES:

1. _____

2. _____

FOR, M/S. MYCO REALTY



PROPRIETOR

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PHOTOGRAPH OF THE PROPERTY

Address of the Property

FLAT NO. ----- **"AHMED AVENUE"**, T.P. 85, Sarkhej,
Ahmedabad

The party of the FIRST PART – Promoter : _____

The party of the SECOND PART – Allottee : _____

FOR, M/S. MYCO REALTY

Proprietor

PROPRIETOR

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PHOTOGRAPH OF THE PROPERTY

Address of the Property

FLAT NO. ----- **"AHMED AVENUE"**, T.P. 85, Sarkhej,
Ahmedabad

The party of the FIRST PART – Promoter : _____

The party of the SECOND PART – Allottee : _____

FOR, M/S. MYCO REALTY

N. S. G. S.

PROPRIETOR

((19))

: Schedule under Section – 32 (A) of The Registration Act ;;

The party of the FIRST PART – Promoter :

(Abdulgaffar Hajihussain Nagani
himself as well as Proprietor of M/s. Myco Realty)

The party of the SECOND PART – Allottee :

(-----)

FOR, M/s.

FOR, M/S. MYCO REALTY

PROPRIETOR

Nagani
PROPRIETOR