

Attached With e-Stamp Certificate No. IN-UP _____

SALE DEED

Value of the Unit as per Sale Deed : Rs.....
Market Value of the Unit as per
Circle Rate : Rs.....
Stamp Paid : Rs.....
Circle Rate Land : Rs...../sq.mt
Construction Rate : Rs...../sq.mt.
Unit No. :
Project : **GULSHAN DYNASTY MORADABAD'**

THIS SALE DEED is made and executed at Moradabad, on this ____ day of _____, 20__

BY

1. **M/s. Jainco Developers Pvt. Ltd** (PAN.....), a company incorporated under the provisions of Companies Act, 1956, having its Registered Office at _____, and Corporate Office at _____ through its Authorized Signatory Sh. _____ S/o _____, duly authorized and appointed vide Board Resolution dated _____, hereinafter referred to as "**Vendor**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns, of the First Part.
2. **M/s. Gulshan Homz Pvt. Ltd** (PAN-.....), a company incorporated under the provisions of Companies Act, 1956, having its Registered Office at Flat No.7, 3rd Floor, Plot No.-4, Dayanand Vihar, Delhi- 110092 and its corporate office at 7th Floor, Gulshan One29, Plot No.- C3,E1, Sector-129, Noida, Gautam Budh Nagar-201304,U.P.through its Authorized Signatory Sh. _____ S/o Shri _____, duly authorized and appointed vide Board's Resolution dated _____, hereinafter referred to as "**Promoter**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns, of the Second Part.

IN FAVOUR OF

Mr.....(PAN-.....) **S/o.....**
R/o..... hereinafter referred to as "**Vendee**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, legal representatives and assigns, of the Third Part.

Vendor, Promoter and Vendee are collectively referred to as "**Parties**" and individually referred to as "**Party**"

WHEREAS :

- A. Moradabad Vikas Pradhikaran had allotted free hold Land situated at Plot No.G.H.-10,Sector-04,New Moradabad,Uttar Pradesh admeasuring area 50,084.27 sq. mtrs (hereinafter called "**Project Land**") to M/s Sunglow Builders Pvt.Ltd vide Agreement dated 19.06.2006. Subsequently a Sale Deed dated 16.11.2009 was executed between Moradabad Development Authority and M/S Sunglow Builders Private Limited. This Sale Deed was registered before the concerned office Sub-registrar, Moradabad vide Bahi no. I,Jild no 6263 on page no.99 to 110 bearing Registration no. 6338 on 16.11.2009.
- B. M/s.Sunglow Builders Pvt. Ltd. has transferred all its rights, interest in the Project Land in favour of its wholly owned subsidiary Company namely Sunglow Housing Pvt.Ltd.and executed transfer deed dated 11.10.2013 in this regard.The said Transfer deed was registered with the office of Sub-registrar at Moradabad on 11.10.13 vide registration no. 9467,in Book no. 1.
- C. Pursuant to provisions of Section 233 of the Companies Act, 2013, scheme of merger or amalgamation of M/s Sunglow Housing Private Limited ("Transferor Company") with the M/s Jainco Developers Private Limited.("Transferee Company/Vendor") approved by their respective members and creditors as required under Section 233 of the Companies Act, 2013 was confirmed by the Regional Director, Northern Region , Ministry of Corporate Affairs vide its Order dated 12.01.2021. In terms of the said order, with effect from the Appointed date i.e. 01.04.2020 all properties, assets, liabilities, reserve and surplus and entire undertaking of the Transferor Company shall stand transferred to and vested in or deemed to be transferred to and vested in the Transferee /Vendor. Further upon the scheme become effective, the Transferor Company shall stand dissolved.
- D. The Vendor and the Promoter had entered into the Consortium Memorandum of Understanding dated 12.07.2023, whereby the Promoter is entrusted with rights and obligations of construction and development of Group housing residential project namely "Gulshan Dynasty Moradabad" on the Project Land (herein after referred to as "**the Project or "Complex"**").
- E. The Vendee has seen all documents of titles, all other relevant papers, building plans etc. of the Project and has fully satisfied himself/ herself/ themselves about the authority, power, right & title of the Vendor and in pursuant whereof the Vendor has agree to sell and Vendee has agreed to purchase the Unit _____ ,Total/Super area _____ Carper Area _____ in the group housing project "Gulshan Dynasty Moradabad" situated at _____, Moradabad (hereinafter referred to as the "**Unit" or "Said Unit"**") on the terms and conditions appearing hereinafter.
- F. The Parties are hereto are now desirous to executing this Sale Deed for conveying ownership right, title and interest in the said Unit to the Vendee.

NOW, THEREFORE, THIS SALE DEED WITNESSETH, AS UNDER:

1. In consideration of the amount of **Rs.** _____ which includes the cost of superstructure and the undivided proportionate interest in the land underneath the building/Block no._____. paid by the Vendee in advance on or before execution of this sale deed, the Vendor do hereby sells, transfers and conveys to the Vendee the above Said Unit Bearing No. _____, Block No. _____ having Super Area _____sq. fts. (_____ Sq. mtrs.) and carpet area _____ sq. ft. i.e._____ Sq. Mtrs. with sanitary, electrical and other fittings & fixtures, of the project i.e. '**Gulshan Dynasty Moradabad**' developed by the Promoter on the Project Land i.e. Plot No. G.H-10,Sector-04,New Moradabad, Uttar Pradesh and more particularly described in Schedule-A, attached hereto.
2. The Said Unit hereby sold, conveyed under this Sale Deed is free from all sorts of encumbrances or charges, (except those created on request of the Vendee to obtain housing loan for purchase of the Said Unit), liens, attachments of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable rights in the same.
3. The vacant and peaceful possession of the Said Unit hereby sold has been delivered to the Vendee and the Vendee has taken possession of the same, after physical inspection of the Said Unit, and after having satisfied himself about the quality, specifications and extent of construction, super area, facilities and amenities and design of the Said Unit.
4. That upon taking over possession of the said Unit the Vendee shall have no complaint or claim against the Vendor as to any kind of delayed possession penalty as per RERA Act, any item of work, quality of work, material, area/size of Unit or on any other ground whatsoever. The Vendee undertakes not to raise any dispute hereto after in connection therewith individually or collectively.
5. In case the Government or any competent Authority imposes any tax, charges, levy, etc. in relation to Project/ Project Land in future, either prospectively or retrospectively, Vendee shall pay the same on proportionate basis and in case any such demand is/are paid by the Vendor/Promoter, the proportionate amount thereof will be payable by the Vendee.
6. In case the Vendor has obtained loan from Bank/ Financial Institution on the above said Unit, the Vendee hereby undertakes to pay the dues of such Bank/ Financial institution in exclusion to the Vendor/Promoter herein.
7. The Vendee has to execute separate Maintenance Agreement with Vendor/ Promoter or its designated maintenance agency with in reference to Said Unit and agree to comply with all the terms and conditions of the maintenance agreement.
8. That from the date of execution of this deed, all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other levy or charges in relation to the said unit, shall be payable by the Vendee.

9. That the Vendee shall not do or permit anything to be done in or about the said Unit, so as to cause any nuisance or annoyance to the other Unit owners in the Complex and/or to do or permit anything to be done, which tends to cause damages to common area facilities in the Complex.
10. That the Vendee shall use the Said Unit for residential purposes only. The Vendee agrees not to use the Said unit or permit the same to be used for any other purposes which is restricted / prohibited/illegal/ immoral.
11. That the Vendee shall not alter structure or any portion of the said Unit except by following the prescribed rules/ guidelines.
12. That the Vendee shall not remove any common walls of the said Unit including the load bearing walls and the partition walls/structures common between the Vendee and adjacent Unit in the complex.
13. The Common areas facilities in the complex including parks, roads etc. shall remain undivided and neither the Vendee nor any association / persons shall take any action for partition or division of any part thereof and any covenant to the contrary shall be void.
14. That ___ of car parking space for the Vendee is made available in the earmarked area of Project and the Vendee agrees that car parking shall always be treated as integral part of the said Unit and the same shall not have any independent legal entity and detached from the said unit.
15. That the Vendee may transfer by sale, gift or otherwise in any manner, the Said Unit after obtaining a No Objection Certificate from the Promoter / Maintenance Agency with regard to clearance / payment of any outstanding maintenance charges / dues.
16. That Vendee shall abide by all laws, guidelines, rules and regulations of the competent authorities/ court in relation to the Said unit/ project and shall be responsible for any violation thereof.
17. That all recitals of the Sale Deed along with annexures hereto shall form a part and parcel of this instrument of sale and shall binding on the Parties hereto. That if any provision of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have amended or deleted in so far as are reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to confirm to the applicable laws; and the remaining provisions of this Sale Deed shall remain valid and enforceable in laws.
18. That the registration expenses in relation to said unit such as cost of the stamp papers, registration fees and related charges have been paid by the Vendee and the Vendee will be responsible and liable for paying any deficiency if any demanded/ levied by the concerned authorities.
19. That the High Court of Allahabad and the Courts subordinates to it at Moradabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

SCHEDULE- A

Description of the Said Unit conveyed to the Vendee

Residential Unit bearing No..... in Block-..... consisting of _____ Rooms, one Drawing/Dining, One Kitchen, _____Toilets, Balcony having carpet area of _____ Sq. Ft. (_____ Sq. mtrs) and Total Super area approximate _____ sq.ft. (_____ sq. mtrs.) along with right to use _____Covered Car Parking Space in the Project namely "GULSHAN DYNASTY MORADABAD", built on Plot No. G.H-10,Sector-04,New Moradabad, Uttar Pradesh along with proportionate, undivided, impartibly, unidentified share and interest in the land underneath the said unit and right to use the common areas and facilities provided in the complex/project.

Bounded as under

East :

West :

South :

North :

IN WITNESS WHEREOF, the Vendor, Promoter and the Vendee, described hereinabove, have signed, sealed & executed at the place and, on the day, month & year, first above written.

VENDOR

PROMOTER

VENDEE

WITNESSES:-

1.

2.