

SUB-REGISTRAR, THIRD, MEERUT
SHORT DETAILS OF THE SALE DEED

1.	Type of Property	Residential Flat
2.	Ward Pargana	Meerut
3.	Mohalla Village	Pearl Residency, Khasra no. 49mi of revenue village Noornagar, Pargana, Tehsil and District Meerut
4.	Details property	A Residential Flat No.
		Situated on _____ Floor,
		Tower - _____
5.	Unit of Measurement	: in sq. meters
6.	Position of Road	: Hapur Bye - Pass, Meerut
7.	Carpet Area	: _____ sq.mt.
8.	Status (Finished/Unfinished)	: Finished
9.	Type of Construction	: First Class
10.	Year of the Construction	: _____
11.	Connected To Member Of Sahkari	Avas Samiti: N.A
12.	Sale Consideration	: Rs. _____/-
13.	Market Value	: Rs. _____/-
14.	Stamp Duty Paid	: Rs. _____/-

OTHER DETAILS :-

1. The above said sold Flat is situated within the Municipal Limit, Meerut and is within the jurisdiction of Meerut Development Authority, Meerut.
2. The above said sold flat is residential and is sold for residential purpose only.

3- VALUATION OF THE SAID FLAT IS AS UNDER:-

The Flat being sold is situated in Pearl Residency, Khasra no. 49mi of revenue village Noornagar, Pargana, Tehsil and

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District Meerut. The said Flat is situated in a multistoried building. According to Circle rate list V-Code No. 13, LAND COST + CONSTRUCTION COST @ Rs. 22,000/- but since the said flat is situated on _____, therefore 5% less is applicable i.e. Rs 20,900/- is taken and potentially for Super area 15% is added thus the rate comes to Rs 24,035/- And the flat is situated in multistoried building therefore 10% of said rate is added for common facilities i.e. (parking 5% and lift 5% total 10%), thus Circle rates comes to Rs 26,438.50/- Therefore, valuation of said flat having area _____ sq. meters @ Rs. 26,438.50/- comes to Rs. _____/- and TOTAL STAMP DUTY PAID ON THIS SALE DEED is Rs _____/-

- 4- The stamp duty payable as per rule vide Govt. amended Order No. S-V-K-N-S-2756/11-2008-500(165)/2007 dated 30-06-2008@ is paid by the VENDEE.

THIS DEED OF SALE is executed Meerut on this day of the year

BETWEEN

M/s Pearl Infrsolutions Private Limited (formerly M/s Guruji Floriculture Pvt. Ltd.) (a Company incorporated under the Indian Companies Act 1956) (PAN AANCS9429B) having its registered office at A-161, Sector 63, Noida through its Directors Shri Mohit Verma (Voter Card No HDM2480259), S/o Shri Krishan Gopal Verma R/o 281, Janteevada Meerut, who are authorized to sign this sale deed vide Board of Director's resolution passed in meeting dated 18th June 2016 and M/s Sonia Motor Finance Pvt. Ltd. (a Company incorporated under the Indian Companies Act 1956), (PAN AAUFSS8718H) having its registered office at N-8, Green Park New Delhi through its Directors Shri Mohit Verma (Voter Card No HDM2480259), S/o Shri Krishan Gopal Verma R/o 281, Janteevada Meerut, who are authorized to sign this sale deed vide Board of Director's resolution passed in meeting dated 18th June 2016 (hereinafter collectively called as "THE VENDOR"). The expression "VENDOR" shall mean their executors, administrations, legal representatives and assigns.

AND

(PAN NO. _____) S/O SHRI _____

R/O _____

(HEREINAFTER CALLED

AS "THE VENDEE" WHICH expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrator, legal representatives and assigns).

WHEREAS, THE VENDOR is the sole and absolute owner of Land ad-measuring 0.6700 hectares/ 6700 sq. m. situated at 49mi of village Noornagar, Pargana Tehsil and District Meerut, Uttar Pradesh. The VENDOR has purchased the same vide two Registered Sale Deeds one dated 13th April, 2010 registered in the office of Sub-Registrar-III, Meerut at Bahi No. I, at Zild no. 5895 at pages 245 to 302 at serial no. 4977 and another Sale Deed dated 13th April, 2010 registered in the office of Sub-Registrar-III, Meerut at Bahi No. I, at Zild no. 5895 at pages 321 to 374 at serial no. 4979 (hereinafter called the said land)

WHEREAS, after purchasing the above said land, the VENDOR Company formed a scheme for the development of above mentioned land into "MULTI STORIED GROUP HOUSING RESIDENTIAL SCHEME" under the name and style of "PEARL RESIDENCY".

AND WHEREAS, "the VENDOR" after getting Layout Plan No. 1038/11 dated 18th June, 2012 approved from Meerut Development Authority and completing all the required formalities, has constructed and developed multistoried Group Housing residential Flats over "the said land" under the name and style of "PEARL RESIDENCY" (hereinafter referred to as "said complex").

AND WHEREAS, "the said land" is free from all kinds of encumbrances, third party claims and lien of any kind of upto this date and the VENDOR has got full and absolute rights and powers to transfer the same in favour of the VENDEE. AND

WHEREAS, as per the said Group Housing Residential Scheme formulated, the common access roads for the Group Housing Residential Scheme are not part of the SCHEDULE-A herein below and shall remain for common use of residents & owner of Pearl Residency apartments. The VENDEE shall have no objection whatsoever for the VENDOR using the said roads as access roads for any future development adjoining land to "the said land". AND

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WHEREAS, the VENDEE has examined all the documents relating to the title and ownership of the land held by the VENDOR, the scheme formulated by the VENDOR and the sanctioned plans by Meerut Development Authority. The VENDEE herein being satisfied himself regarding the saleable right, title and interest in the said land of "the VENDOR" and the construction of the flats, the VENDEE hereby agrees and undertakes not to raise any disputes regarding the title of "the VENDOR" and their right to transfer through a registered instrument of sale in favour of the VENDEE. AND

WHEREAS, the VENDEE has approached the VENDOR herein and requested for sale of Flat No. _____ ad-measuring Carpet area _____ sq. meters. Situated on _____ Floor, Lower _____ Pearl Residency, Khasra no. 49mi of revenue village Noomagar, Pargana, Tehsil and District Meerut (hereinafter mentioned as "the said flat") bounded as follows in Schedule - A for a settled and mutually agreed sum of Rs. _____/- (Rupees _____ only), on terms and conditions and subject covenants set forth hereinafter. AND

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That for a sale consideration of Rs. _____/- (Rupees _____ only), the receipt of which the VENDOR hereby acknowledges, the VENDOR do hereby transferred and convey, subject to the terms, condition and covenants mutually agreed all their ownership rights in the said Flat No. _____ ad-measuring Carpet area _____ sq. meters. Situated on _____ Floor, Tower - _____ Pearl Residency, Khasra no. 49mi of revenue village Noomagar, Pargana, Tehsil and District Meerut to the VENDEE along with all rights, title and interest etc. in all respects of "the said flat" the detailed boundaries of "the said flat" are given in the attached map and Schedule - A mentioned below at the foot of this deed. The details of the payment made by the VENDEE are given here under in Schedule - B of this Sale Deed.
2. That the VENDOR has already handed over physical possession of "the said flat" to the VENDEE and the VENDEE hereby confirms taking over the possession of "the said Flat" from the VENDOR after the full satisfaction as to the area (including super area), construction and its location etc of "the said flat".

That after taking possession of the said flat, the VENDEE shall have no claim against the VENDOR as to any item of work quality of work materials, installations, area, facilities, etc. in "the said flat" on any other ground whatsoever.

4. That the VENDOR hereby assures the VENDEE that they are the rightful owner of "the said flat" and have full rights to deal with the same. The VENDOR further declares and assures the VENDEE that "the said flat" is free from all sorts, encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes & defects in the title of the VENDOR, and if, it is proved otherwise or on account of any such default of the VENDOR, the VENDEE suffers any loss and whole or any part of "the said flat" hereby conveyed is taken away from the possession of the VENDEE, then the VENDOR shall be liable to make good the loss thus suffered by the VENDEE.
5. That the VENDEE shall pay his share of proportionate charges for the installation of transformers or any other facility to be provided by the Vendor. All connections like electricity, water, sewerage, etc. shall be taken from the competent authorities, solely by the VENDEE himself at his own cost and the VENDEE shall reimburse to the Vendor such charges, as may be demanded separately, for making arrangements for providing sewerage, water connection and electricity connection from the mains to "the said Flat".
6. That all taxes such as House Tax, water tax, Sewerage tax, Electricity charges or any other taxes or charges shall be payable by VENDEE from the date of execution and registration of the present sale deed.
7. That it has been agreed between the VENDOR and the VENDEE, that save and except in respect of "the said flat" hereby acquired by him, the VENDEE has no claim right, title or interest of any nature or kind whatsoever, except the right of ingress and egress, in respect of all or any of the common areas, such as roads, lobbies, staircase, corridors, lifts, parking etc. and any action for partition or division of any part thereof and any covenant to the contrary shall be void.
8. That the open terrace on the roofs, parapet walls, stilt floor, roads, swimming pool, commercial space etc. and all basement situated in "said complex" shall be the property of VENDOR and the VENDOR shall be entitled to use them for any purpose whatsoever. Any flat owner or association or flat owners or the Vendee shall not have right of any nature in respect of the above said space and they will not be allowed any type of encroachment/construction on the above said areas.

9. That the VENDEE does hereby covenant with the VENDOR, that the VENDEE shall allow sweepers/maintenance staff to enter in "the said flat" etc. for cleaning/maintaining/repairing of the pipes/leakage/sewerage in "the said flat" or any part thereof and the VENDEE consents that he will make good/bear the expenses for repairing the toilets/bathrooms/any other part of "the said flat" or of any other flat in "said complex" and painting thereof damaged due to his negligence or willful act.

10. That the VENDEE has undertaken to abide by all prevailing laws, rules and regulations or any other laws as may be made applicable to "the said flat".

11. That the VENDOR shall be entitled to obtain the refund of various securities deposited by them during or before construction of "said complex" with various Govt./Local authorities for electric, water and sewer connections etc. and the VENDEE or any associations thereof shall have no claim, interest or right of any nature whatsoever in respect of such refund or deposits.

12. The entire stilt area and roofs of building shall remain the absolute property of the VENDOR. The VENDEE or association of the VENDEE or any other person/s has no right of any type in this stilt area and roofs. The VENDOR can use this entire area for any activity or sell it without any objection or resistance from VENDEE or any association thereof.

13. That the VENDEE or any association thereof shall not have any right of any nature to object/obstruct/stop the VENDOR from constructing additional flats in the "said complex" (built on "said land") or on any land adjacent to "said land", provided such constructions are made only after obtaining permission from the MDA/concerned authorities.

14. That the VENDOR had developed open parking area and covered parking areas inside the "said complex" and only one car and one scooter of VENDEE are allowed for parking inside the "said complex" and that too at the place specifically allotted to the VENDEE by the VENDOR for parking. That No car/Vehicle parking is allowed inside the "said complex" except by those VENDEE, who has reserved the Car Parking space. The VENDEE shall park his additional cars/Vehicle outside the "said complex" without causing any obstacle to the Gates of the "said complex" building at his own cost and risk.

15. That the VENDEE may transfer by sale, gift, exchange or otherwise in any manner, "the said Flat" after obtaining a "No objection" from the VENDOR as regards clearances/payments of outstanding maintenance charges or any other kind of dues payable by the VENDEE to the VENDOR or to the Maintenance Agency concerned with maintenance of common areas, facilities, and services in the said colony.
16. That the VENDEE shall not use or permit the said Flat to be used for any purpose other than residential purpose or for any purpose which may cause nuisance or annoyance to occupants of other units/flats in the "said complex" or for any illegal or immoral purpose or to cause anything to be done in or around "the said Flat" which tends to cause damage to any residential premises adjacent or in any manner interfere with the use thereof or of space, areas, passages of amenities available for common use.
17. That till such time operation and maintenance of various services and facilities of the said colony, namely internal roads, streetlight, water supply, sewerage and horticulture and taken over by the local bodies, the VENDEE, shall pay to the VENDOR or its nominated agency, "Interest Free Maintenance Security" to ensure payment of maintenance charges which shall be payable by the VENDEE separately to the VENDOR or its nominated agency. Such charge shall be determined on pro-rata Flat basis and the same shall be binding on VENDEE.
18. That the VENDOR and/or its associates or its nominated agency shall look after the maintenance and upkeep of the common areas and facilities until these are handed over to some other body corporate or other agency nominated by the VENDOR for maintenance. The maintenance charges as determined by the VENDOR and thereafter by the aforesaid body or agency nominated by the VENDOR shall be borne and payable by the VENDEE and shall not be questioned.
19. That the VENDEE do hereby agrees to pay all the Maintenance charges service charges along with any tax on maintenance/service (if applicable) to the VENDOR or its nominated agency as and when said Agency or VENDOR demand the same and the VENDEE shall not in any manner whatsoever encroach upon the common land areas and facilities and services not handed over to them. All unauthorized encroachments made by the VENDEE, shall be liable to be removed at his/her costs.

20. That any delay in payments of Maintenance charges/service charges shall make the VENDEE liable for interest @ 18% p.a. from the date when the Maintenance charges/service charges became due till the payment of any of said charges within the time specified and shall also disentitled the VENDEE to the enjoyment of common services including electricity, water, Lift etc. The date from which monthly maintenance charges will fall due will be the date when "the said flat" is offered for possession.
21. That in the event of continuing default of payment of Maintenance charges/service charges (towards common service and facilities) for three months, the VENDOR or its nominated agency shall have the rights to cut off the supply of water, electricity and other facilities. That a separate maintenance agreement between the VENDOR and VENDEE and VENDOR'S nominated agency shall be signed specifically incorporating the points no. 17 to 21 hereinbefore mentioned)
22. That the VENDEE will hereinafter maintain "the said flat" in good conditions and shall not cause to be done anything in the common areas, roads, parks, toilets, lobbies, corridors or the compound. The VENDEE shall be responsible for any loss or damages arising out of breach of any of these conditions.
23. That the VENDEE shall have ownership rights only in respect of the said Flat No. _____ (more particularly described in Schedule - A) and shall have no right of any type of any roads, park and other common facilities except to use them and the VENDEE and other occupants and purchaser of the other flats shall have no rights to put any gate or hindrance or divide the colony without the written permission of VENDOR.
24. That the VENDOR will provide Power Back of essential services of the building i.e. lift, submersible Water Pumps, Corridors & other specified open area. That the cost of electrical energy payable by the Vendor or its nominated Maintenance Agency to UPPCL/ PVVNL and water augmentation respectively that will be used in the Common Areas and Facilities shall be borne by the VENDEE on pro-rata flat basis.

That the VENDEE shall not make any alteration in the external elevations or design, outside color scheme and painting of the exterior walls, doors and windows of "said Flat", verandah, lounges, balcony or any external wall and both the faces of external doors and windows of "said Flat", which in the opinion of the Vendor differs from the color scheme of "said complex" and if it will be done by the VENDEE, the same will be removed by the VENDOR and the cost of which shall be borne by the VENDEE. That the VENDEE shall also not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the "said Flat"/Building or anywhere on the exterior of the Building or common areas.

26. That all expenses towards Stamp Duty, registration charges, legal charges, Cesses, Service Tax and Value Added Tax (VAT), GST (all whether applicable /payable now or become applicable/payable in future) etc. and other all incidental charges required for execution and registration of this deed shall be borne solely by the VENDEE in addition to the cost of "said flat". That the VENDOR shall never be responsible, liable and/or required to bear or/and pay the same or any part thereof.

SCHEDULE - A

(Description of the Property)

A Residential Flat, bearing No. _____ Block-____ Floor, Carpet area _____ sq. meters, situated in Tower ____ at Pearl Residency, Khasra no. 49mi of revenue village Noomagar, Pargana, Tehsil and District Meerut and its measurements and outer four boundaries are as under:-

EAST :-
 WEST :-
 NORTH :-
 SOUTH :-

SCHEDULE-B**DETAILS OF PAYMENT**

1.

2.

3.

4.

5.

Total Amount _____/-Rs.

**IN WITNESS WHERE OF THE VENDOR AND VENDEE HAVE
SIGNED & EXECUTED THIS SALE DEED ON THE DAY,
MONTH AND YEAR WRITTEN HEREINABOVE IN THE
PRESENCE OF THE WITNESSES.**

M/s. Pearl Infrsolutions Private Limited

M/s. Sonia Motor Finance Pvt. Ltd

WITNESS:-

1-

2-

Drafted by. Atul Kumar Gupta Advocate Meerut.