



SALE DEED

1- Use of land	: Residential.
2- Ward & Tehsil	: Tajganj Ward, Sadar Tehsil, Agra
3- Place & District	: Jaipuria's Sunrise Greens Mauza Bagda, Tehsil & District Agra, U.P.
4- Property description	: Plot No. _____, Part of Khasra No. _____
5- Unit of Measurement	: SQM. or SQYD
6- Area of property	: _____ SQM or _____ SQYD.
7- Situation of Road	: _____ Mtr. Road
8- Other Description (18mt Road/ Corner/ Park)	: N.A.
9- Type of property (Plot/Flat/House/Shop)	: Plot
10- Total area of property (In case of multistory)	: No
11- Total acquired land	: No
12- Status- Finished/Semi Finished / Others-	: No
13- Valuation of trees	: No
14- Boring/Well/other-	: No
15- Constructed area	: No
16- Year of construction	: No
17- Relation with member of Sahkari Awas Samiti-	: No
18- Others Details	: N.A.
19- Transaction Value	: Rs. _____
20- Government Value	: Rs. _____
21- Circle Rate	: _____ Per SQM as par Govt. Circle rate
	List Page No- _____, Part- _ (Format- _____).

22- Bounded as under: -

East- _____
West- _____
North- _____
South- _____

Number of First Party (1)
Details of Vendor
Name- **M/s Parkview City Ltd.**
Registered Office at F-2/7, Okhla
Industrial Area, Phase I, New
Delhi- 110020 Through its
Authorized Signatory

_____ S/o _____
Office address- Jaipuria Sunrise Green,
Baroli Ahir, Samshabad Road, Agra

Occupation- Business
PAN No- **AAACS4407Q**

Number of Second party (1)
Details of Vendee Name-

R/o- _____

Occupation –
PAN No- _____

Value of the Plot as per sale deed : Rs. _____
Market Value of the plot as per circle rate : Rs. _____

Stamp Paid : **Rs.** _____
Circle Rate : Rs. _____ Per SQM.
Place : Jaipuria's Sunrise Greens,
Baroli Ahir, Tehsil & Distt. Agra.

Stamp duty paid as per the rate list issued, land rate Part- _____ (Format- _____) Page No. _____.
THIS SALE DEED is made and executed at Agra on this ____ day of _____ 2017.

By

M/s Parkview City Ltd. (earlier known as M/s Parkview City Pvt. Ltd. and M/s Shri Vishnu traders Pvt Ltd.) a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered Office at F-2/7, Okhla Industrial Area, Phase I, New Delhi- 110020, through its Authorised Signatory Mr. Rahul Jain S/o Sh. Pradeep Kumar Jain, Office address- Jaipuria Sunrise Green, Barauli Ahir, Samshabad Road, Agra duly authorized vide letter of authority dated -----
day of -----, 2017 by its Authorised Signatory (hereinafter referred to as the "VENDOR") of the **First Part**.

IN FAVOUR OF/AND

_____ S/o _____ R/o- _____
_____ (hereinafter referred to as the "VENDEE") of the **Second Part**.

The expression of terms VENDOR and VENDEE, wherever they occur in the body of this Sale Deed shall mean and include their respective legal heirs, successors, legal representatives, nominees, assignees, executors, authorized agents and administrators etc. unless and until it is repugnant to the context or meaning thereof.

RECITALS:

1. WHEREAS the Vendor were owners of land admeasuring 111.32 acres situated in Village Baroli Ahir and Village Bagda, Tehsil & District, Agra (U.P.) and have purchased the same as portions of land of different sizes in the periphery of the village mentioned above from individual owners.
2. AND WHEREAS the Vendor is developing a residential Colony on the land situated in Village Baroli Ahir and Village Bagda, Tehsil and District, Agra (U.P) by way of carving out plots of different sizes and dimensions on the said land to be known as "Jaipuria's Sunrise Greens" (hereinafter referred to as the Colony) for sell to the intended purchasers.
3. AND WHEREAS the vendor and its Associate Companies entered into Development agreement date 01/09/2007 with Agra Development Authority for the promotion and development of the said residential colony for which the Agra Development Authority permitted them to carry out development work on the land described as aforesaid.
4. AND WHEREAS the Vendor passed the Resolution under Section 21 of Companies Act for change of name of the Company from M/s Shri Vishnu Traders Pvt. Ltd. to M/s Parkview City Pvt Ltd. and subsequently applied to the Registrar of Companies vide their application dated 9/5/2008

for change of name, the approval of Central Government Accorded vide SRN Number A37306834 dated 13/05/2008, the Registrar permitted the Vendor to have their name changed from M/s Shri Vishnu Traders Pvt. Ltd. to M/s Parkview City Pvt. Ltd. and issued a fresh Certificate of Incorporation dated 13/05/2008.

5. AND WHEREAS VENDOR subsequently passed a Special Resolution dated 13/05/2008 under Section 44 of the Companies Act to have their name changed from M/s Parkview City Pvt. Ltd. to M/s Parkview City Ltd. and thus got their name changed to M/s Parkview City Ltd. vide fresh certificate of incorporation dated 15/05/2008.

6. AND WHEREAS pursuant to the aforesaid change in names the Associate companies entered into a Scheme of amalgamation by preferring a Petition to the High Court of Delhi dated 26/5/2008 and by virtue of the High Court Order dated 11/09/2008 the associate Companies got amalgamated into M/s Parkview City Ltd. having its Registered office at F-2/7, Okhla Industrial Area, Phase-1, New Delhi-110020. THUS all the assets, liabilities and powers of the Associate Companies came to be vested in M/s Parkview City Ltd. There by making them sole and absolute owners of the said land.

7. AND WHEREAS the Vendor by virtue of the said amalgamation has become owners and developers of the said land and have been further legally authorized to execute the sale deeds as sellers/vendors for transfer/sell of the plots in the said colony in favour of the prospective Buyers and get the same registered before the concerned Sub Registrar.

8. AND WHEREAS the Vendor is in full and absolute possession and otherwise well and sufficiently entitled to sell the said plot of land forming part of the approved lay-out plan of the residential colony and states that the said plot is free from all sorts of encumbrances, liens, charges, etc.

9. AND WHEREAS on the application of the Vendee the Vendor had allotted/endorsed to the Vendee a residential Plot bearing No. **E-303** in the said residential colony for a sale consideration of Rs. _____ (Rs – _____ Only).

10. AND WHEREAS _____ (one of the erstwhile associate company amalgamated in vendor Company) purchased the land of **Khasra No. _____ of _____**, Tehsil and District- Agra first from _____ S/o Shri _____ R/o _____, Tehsil and District- Agra vide sale deed Sr. No. _____ dated _____ duly registered in the Sub- Registrar office Agra at Book No. _____ Zild No. _____ Page _____. The said plot developed in Khasra No. _____ particularly. The name of the said company has been mutated in the revenue records there after the said company has got converted the use of land as **non-agricultural under section 143 of UPZA&LR Act on _____** thus the vendor company has full right title or interest in the property in question. The layout plan of the said residential colony has been sanctioned by the Agra Development Authority and the said plot is free from all encumbrances, litigation, charges, lien and disputes etc.

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:

1. That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum of Rs. _____ (Rs – _____

_____ Only) paid in various dates by way of cheques including the external development charges paid as on date by VENDEE(S) to the vendor the receipt of which the vendor does hereby admit and acknowledge of and from the payment of the same does for ever release and discharge the vendee the Vendor does hereby transfer convey and assign by way of sale to the vendee all that piece of residential plot admeasuring _____ SQM or _____ SQYD. bearing no. _____ forming part of the approved lay-out plan of the said residential colony and more particularly described in the schedule hereunder written together with all rights, liberties, privileges, easements necessary for the enjoyment of the said plot of land to have and to hold the said plot together with all rights and appurtenances absolutely and forever.

2. That the Vendee has paid as on date due amount towards the proportionate amount of EDC (EXTERNAL DEVELOPMENT CHARGES) as currently applicable to the Vendor Till date. The Agra Development Authority (ADA) has not raised any demand of EDC in respect of sewage work which shall be paid by vendee to the vendor or directly to the ADA whenever such demand is raised by the ADA even after registration of sale deed. The vendee shall also pay to the Agra Development Authority or the Vendor the proportionate cost of EDC in respect of construction of Master Plan Road in the area as calculated by the Authority. If such EDC is increased/demanded (including with retrospective effect) ever after execution of the Sale deed the vendee(s) agrees to pay such charges directly to the government or to the vendor forthwith of the vendor raising such demand. The Vendee has further agreed to pay any additional charges which may be levied by any governmental or Local Authority for the provision of the external and / or peripheral services in future and attributable to the said plot of land.

3. That the Vendor has handed over actual physical peaceful possession of the said plot of land to the Vendee.

4. That the Vendor has assured the Vendee that the plot is free from all sorts of encumbrances, liens and charges etc., and the Vendor has the full right and authority to sell the same.

5. That the maintenance of the Colony shall be done by the Vendor or its nominee maintenance agency or till taking over of the services by Municipal Authorities/Government Agencies whichever is earlier on the terms and conditions and charges to be determined by the Vendor or its nominee maintenance agency from time to time. The Vendee agrees to pay his share of such charges & IFMS as may be demanded by the Vendor/Maintenance Agency.

6. That the Vendee may transfer by sale, gift, exchange or otherwise in any manner, the said plot of land after obtaining a "No Dues Certificate" from the Vendor/Maintenance Agency regarding clearance of payments of outstanding maintenance charges or any other dues payable by the Vendee to the Vendor or Maintenance Agency concerned with the maintenance of common areas, facilities and services in the said colony. If the Vendee transfer or alienate the said plot in question to any other person without obtaining No Dues Certificate, the said liability shall be devolved upon the subsequent purchaser.

7. That the Vendee shall have ownership rights only in respect of the said plot sold herein and shall have no right of ownership in the common areas and facilities in the said colony which shall remain indivisible and impartible and the Vendee or any person claiming through him/her/them shall not be entitled to bring any action for partition or division of the said areas and facilities or any part thereof.

8. That the Building plan of the construction and /or the structures intended to be raised on the Plot of land hereby sold to the vendee, should get it compulsorily sanctioned from the concerned authorities at his/her/their own cost. The construction/structures so raised shall be used for residential purpose only and shall not, at any time, use the same for any other purpose. The Vendee will not do or suffer to be done on the Plot any act of thing which may cause nuisance, damage or cause any danger, annoyance or inconvenience to the authority or owners, occupiers of adjoining areas or public. The Vendee alone shall be responsible for consequence of any misuse of the Plot.

9. That all the costs and expenses incidental to the preparation execution and registration of this Sale Deed including the payment of Stamp Duty and Registration Charges have been borne by the Vendee, and if there would be any shortfall, the same shall also payable by the Vendee.

10. That hereafter all such taxes or other charges that are payable or that may hereafter be payable on or in respect of the said Plot or any building and structure constructed thereon, under any law in force or that may hereafter enforced, shall be borne and paid by the Vendee.

11. That except for the Said Plot herein agreed to be sold and the necessary easementary rights pertaining thereto, all the residuary rights in the said residential colony shall continue to vest in the VENDOR till such time as the same are not transferred/ handed over to any Municipal or Government Authorities or to the Association of the residents constituted under the relevant laws/ regulations;

12. That the VENDEE agrees to abide by all Laws, Bye-laws, Rules and Regulations of the Central/ State Government, the Authority and/ or the Local Bodies governing or relating to the Said Plot/Colony, and shall be responsible/ liable for all defaults, violations or breaches of any of the conditions of approvals and/ or rules and regulations as may be applicable.

13. THE VENDEE shall not have a right for claiming the partition by metes and bounds of the said PLOTS in any manner and shall not do any act which would jeopardize the safety or soundness of the property or reduce the value thereof.

14. That the land under the said Scheme includes parcels earmarked for construction of certain facilities like Commercial Spaces, Recreation Club, Parks, Flats etc. and the buildings constructed/ to be constructed thereon. The VENDEE shall not object to the construction of the same in any manner and shall have no claim/rights/titles to such parcels of land in the said residential colony and or the buildings thereon and these are not within the scope or purview of this SALE DEED.

15. The cost of Electricity connection and Water Service Connection charges shall be borne by the Vendee.

16. That the VENDOR hereby assures the VENDEE that they have absolute title with all rights, full powers and absolute authority to sell, convey, transfer, assign and assure the said Plot hereby sold, conveyed, transferred, assigned and assured to the VENDEE absolutely that the said Plot is free from all encumbrances, charges, liens etc. The VENDEE has also satisfied itself with regard to the above.

17. That the VENDEE shall be entitled to get the said Plot transferred and mutated in its own name as owner in the revenue records or any other concerned authority on the basis of this SALE DEED or its true copy without any further act or consent of the VENDOR at his own cost and expenses.

However, if the VENDEE transfers the said Plot to a third party then the transferee shall be bound by the terms and conditions of this SALE DEED;

18. That if any of the provisions of this SALE DEED shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this SALE DEED and to the extent necessary to conform to applicable law and the remaining provisions of this SALE DEED shall remain valid and enforceable to the fullest extent permitted by applicable law;

19. That the VENDEE shall not put up any name plate, sign board, neon sign, publicity or advertisement material etc. in the common areas.

(SCHEDULE OF THE SAID PLOT)

Open Residential **Plot No.** _____, Area _____ **SQM** or _____ **SQY** measuring _____ mtr. × _____ mtr. Part of Khasra No. _____ at **Jaipuria's Sunrise Greens**, Mauza – _____, Tehsil and District- Agra, which is shown by red colour in attached site plan.

BOUNDED AS UNDER

East- _____
West- _____
North- _____
South- _____

That as per circle rate Rs. _____ Per SQM. The total Purchasing cost of the Unit is **Rs.** _____ & Govt. value of the Unit is **Rs.** _____ as per the Circle Rate & Stamp duty is 7% valued on **Rs.** _____ to total **Rs.** _____ is being paid on the sale deed.

IN WITNESSES where of the parties to this set forth and scribed their respective hands in the presence of the following witnesses on ____ day of _____ 2017. Drafted by _____, Advocate, Sadar Tehsil Agra.

Vendor

Vendee (s)

Witnesses:

1.

2.