

Sale Deed of Plot No. -----
Pole Star City
Situated at Village - Purwameer
Tehsil -Kanpur nagar
Area : -----

Sale Consideration:
Circle Rate :
Stamp Duty :
Type of Plot/Rate : Residential
per Sq. Meter
A rebate in stamp duty in respect of
female has been claimed/allowed
pursuant to circular

No.----- dated-----

**Note : Stamp duty has been paid as per collector rate of Rs.-----/-
SALE DEED**

This Sale Deed is made and executed at Kanpur, Uttar Pradesh on this
----- .

BY AND BETWEEN

M/S. Shinecity Developers Private Limited (PAN-----) , a company
registered and incorporated under the Companies Act, 1956, having its
registered office at 1/5, 4th Floor, R-Square Complex, Vipul Khand, Gomti
Nagar, Lucknow, Uttar Pradesh-226010, acting through its authorised
signatoryresident of
-----, (Mob-----) duly
authorized vide Board Resolution dated ----- to execute this Sale
Deed, (hereinafter referred to as the '**VENDOR**', which expression shall unless
contrary to or repugnant to the context, mean and include its successors,
executors and permitted assigns of the **One Part**).

(1) ----- **Son of Sh.**
----- resident of

(Mob-----) (hereinafter referred to as the '**VENDEE(S)**'), which
expression shall unless repugnant to the context or meaning thereof, includes
their legal heirs, administrators, executors, successors and permitted assigns
of the **Other Part**.

WHEREAS

- a. The Vendor is the owner in possession of land situated in and around the
revenue estates of Villages-PURWAMEER and -----,
Tehsil & Subdivision (Paragana)-Kanpur nagar, District-Kanpur, Uttar
Pradesh, on which the Vendor has carved out plots of different sizes and
dimensions, strictly in accordance to the layout plan thus the Vendor has
developed/is in process of development of a residential Colony with the
name and style of '**Pole Star City**'
- b. The Vendee(s) having perused the title and other documents of the
Vendor with regard to the said land, is desirous of purchasing a

Residential Plot bearing No----- admeasuring ----- square meters (approx.) in the said residential coloney '**Pole Star City**' situated at Villages- PURWAMEER, Tehsil & Subdivision (Paragana)- Kanpur nagar, District Kanpur, Uttar Pradesh, more particularly mentioned in

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the Schedule attached hereto (hereinafter referred to as the "**said Plot**"), have submitted an Application for a provisional allotment, thereafter after the compliance of formalities in the regard, vide Letter of Allotment dated -----, the Vendor has allotted to the Vendee said Plot, forming part of the approved layout plan of '**Pole Star City**'

- d. Subsequent thereto a Buyer Agreement dated ----- was executed by and between the Vendor and the Vendee. The contents of the application from submitted for an allotment, letter of allotment and the plot buyer agreement shall be deemed to form the part of the present sale deed.
- e. The Vendor is the absolute owner, in possession of and otherwise well and sufficiently entitled to sell the Said Plot forming part of approved layout plan of '**Pole Star City**'

and the Vendee(s) has agreed to purchase the said Plot, free from all sorts of encumbrances, liens, charges to the Vendee(s) together with all rights of easements, latent or patent, enjoyed or reputed to be enjoyed pertaining to the said Plot for a lump sum sale consideration of Rs.-----/-

(Rupees-----only) .

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER:

1. That in pursuance of the Buyer's Agreement dated ----- and in consideration of payment of the lump sum sale consideration Rs.-----/-
(Rupees-----only) inclusive of Preferential Location Charges(PLC)(wherever applicable), which amount has already been paid by the Vendee(s) to the Vendor and the receipt whereof is hereby admitted and acknowledged by the Vendor, the Vendor doth hereby sell, convey and transfer by way of sale unto the Vendee(s) the said Plot along with all rights of easements, latent or patent, enjoyed or reputed to be enjoyed regarding the said Plot.
2. That the said Plot is free from all encumbrances, charges, lien, mortgage, arrangements, etc. and there is no legal impediment or restraint of any nature whatsoever for transfer of the Said Plot to the Vendee(s).

3. That the Vendor has delivered the vacant and peaceful possession of the said Plot to Vendee(s) and now the Vendee(s) shall hold the said Plot as the Owner thereof.
4. That the Vendee(s) shall be liable to pay all taxes, cess, charges, levies, assessment, impositions, and outgoings of any nature whatsoever including but not limited to property tax, vacant land tax or any other Govt. taxes, whether as on date any demand is made or not by the concerned authorities with respect to the said Plot under sale.
5. The Vendor doth hereby agrees to do and to execute all further acts, deeds, matters and things as are or may be necessary, proper or expedient for the purpose of fully and effectually transferring/mutating the said Plot in favour of the Vendee(s) in the records of the concerned local authorities to enable the Vendee (s) to have and to hold the said Plot absolutely.

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6. That the Vendee(s) shall have the ownership right only in respect of the said Plot, and shall have absolutely no such right and title in the common areas of **'Pole Star City'**

including open spaces, roads etc., of the said coloney. The Vendee(s) or any other person(s) claiming through the Vendee(s) shall not be entitled to bring any action for partition or division of the said areas and facilities, or any part thereof. The Vendee(s) shall only have the right of ingress/ egress, over or in respect of open spaces, roads and/ or any of the common areas in the **'Pole Star City'**

The Vendee(s) doth hereby agrees and confirms that Vendee(s) shall not create any blockages, elevations, constructions in the common area and shall indemnify the Vendor for its acts of omission or commissions in this regard.

7. That the maintenance of Services and Facilities of the said residential coloney **'Pole Star City'** shall be managed by the RWA/Maintenance Agency to be appointed by the Vendee(s) and other buyers of the said Colony. The Vendee(s) doth hereby agrees and confirms that Vendee(s) shall not hold the Vendor responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of RWA/Maintenance Agency. The RWA/Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Vendee(s). The Vendee(s) hereby expressly discharges the Vendor from the effects of any act, omission, negligence or deficiency in services on the part of the RWA/Maintenance Agency.
8. That the Vendee(s) shall bear & pay the cost & expenses incurred for the connectivity of the sewerage, water, electrical lines and other municipal services to his plot.

9. That the Vendee(s) shall not use or allow to use the said Plot for any non-residential purpose or any activity that may cause nuisance to other purchasers/ occupants of the neighbouring plots, etc. The Vendee(s) has undertaken and doth hereby undertake that the Vendee(s) shall be solely responsible and liable for violations, if any, of any of the provisions of the law of the land and applicable rule, regulation or direction by the Competent Authority; and that the Vendee(s) shall indemnify the Vendor for any liability and/or penalty in that behalf.
10. That the Vendee(s) shall not carry out 'Fragmentation'/ sub-division of the said Plot, under any circumstances, failing which the Vendee(s) shall be solely and exclusively liable for all consequences arising therefrom.
11. That the name of the colony is '**Pole Star City**' shall not be changed under any circumstances. The Vendee agrees to use the word '**Pole Star City**' as necessary suffix or prefix from their correspondence address. It is further agreed that the name of all societies/ associations relating to the said Township or its user, maintenance etc. shall begin with words, '**Pole Star City**'

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12. That the Vendee(s) shall abide by all the laws, bye-laws, rules, regulations and direction of the Govt./ local authorities etc. relating to construction and thereafter enjoyment of the said Plot and shall be solely responsible and liable for violation, if any, of any of the provisions of law and the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
13. The Vendee(s) shall not in any manner whatsoever encroach upon the common land areas and facilities and services and residue land in the Township neither sold nor handed over to him/her/them. All unauthorized encroachments made by the Vendee (s) shall be liable to be removed at his/her/their cost.
14. The Vendor shall provide common services & facilities in the said colony as per specification.
15. No disputes or differences relating to the registration, booking and allotment and in all such matters as are instrumental thereto and are likely to affect the mutual right, interest, privileges and claim of the Vendor would be entertained. In the event of any dispute, still arising with regard to the terms and conditions of this deed the same shall be subject to the jurisdiction of Courts of Kanpur.

16. That the Stamp Duty, registration charges/fees payable to the registration authority, legal fees and other incidental expenses with respect to the execution of this sale deed, has been borne and paid by the Vendee(s) only.
17. That if any provision of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed, amended or deleted in so far as reasonably consistent with the purpose of this Sale Deed and to the extent necessary to confirm to applicable law and the remaining provisions of this Sale Deed shall remain valid and enforceable in accordance with their terms.
18. That the land parcels comprising the said Plot has been declared non-agricultural by the competent authority.

SCHEDULE OF PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No.-----, admeasuring -----square/meters(approx'**Pole Star City**'situated in and around the revenue estate of Village Villages-and -----, Tehsil & Subdivision (Paragana)-Kanpur nagar, District- Kanpur, Uttar Pradesh, which is bounded as under.

NORTH	:	By _____
SOUTH	:	By _____
EAST	:	By _____
WEST	:	By _____

IN WITNESS WHEREOF the Vendor and the Vendee have signed this Sale Deed at Kanpur, on the date, month and year first above written in the presence of the witnesses.

WITNESSES:

1.-----
Authorised Signatory

Signed and delivered by the within Named
“VENDOR” through its

For: **SHINE CITY PROPERTIES PVT.LTD.**
Authorized Signatory
(VENDOR)

2. -----

(VENDEE)