

SALE DEED

THIS SALE DEED is made and executed on this the day of, 2024

BY

1. Sri. **GUTTA DURGA PRASADA RAO**, son of Sri. Gutta Sitaramaiah, aged 82 years, residing at Door No.32-26-5/15, Eluru Road, Machavaram, Vijayawada, NTR District, (Aadhar No.5596 7540 5256)
2. Smt. **GUTTA VIJAYA LAKSHMI**, son of wife of Sri. Gutta Durga Prasada Rao, aged 75 years, residing at Door No.32-26-5/15, Eluru Road, Machavaram, Vijayawada, NTR District, (Aadhar No.7225 6079 6957)

represented by their Development Agreement cum General Power of Attorney Agent:

M/s. HIMAJA CONSTRUCTIONS PVT LTD, a company registered under the Companies Act, having its registered office at Pantakaluva Road, Patamata, Vijayawada, NTR District bearing CIN: U45209AP2012PTC081682 and PAN: AACCH9726R, represented by its Managing Director Sri. **CHALASANI NAGA SURESH**, son of Sri. Chalasani Nageswararao, aged about 52 years, resident of D.No.14-178, Mahadevapuram Colony, Kanuru, Penamaluru Mandal, Krishna District. (Aadhar No.9281 9083 8721) (hereinafter called as the "owner")

(The said Development Agreement cum General Power of Attorney was executed on 31st October, 2023 and got the same registered as document No. **11328 of 2023** of Book No.1, on the file of the Sub-Registrar, Gannavaram and is still in force)

AND

3. **M/s. HIMAJA CONSTRUCTIONS PVT LTD**, a company registered under the Companies Act, having its registered office at Pantakaluva Road, Patamata, Vijayawada, NTR District bearing CIN: U45209AP2012PTC081682 and PAN: AACCH9726R, represented by its Managing Director Sri. **CHALASANI NAGA SURESH**, son of Sri. Chalasani Nageswararao, aged about 52 years, resident of D.No.14-178, Mahadevapuram Colony, Kanuru, Penamaluru Mandal, Krishna District. (Aadhar No.9281 9083 8721)(hereinafter called as the "developer")

Hereinafter both the owner and developer jointly called as the "**VENDORS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees).

For Himaja Constructions Pvt Ltd


Managing Director

In favour of

....., son of Sri. Rao, aged years, residing at Door No..... District, (Aadhar No.....)

Hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS Nos.1 and 2 of the vendors, Sri. Gutta Durga Prasada Rao and Smt. Gutta Vijaya Lakshmi have jointly purchased an extent of Ac.7-61 cents of land in which an extent of Ac.4-87 cents of land in R.S. No.350/1B and Ac.2-74 cents of land in R.S. No.347/5 of Gannavaram village, within the limits of the Gram Panchayat, Gannavaram, Krishna District, from Sri. Kambhampati Balakrishnaiah and others on **27th June, 1988** under a registered sale deed bearing **document No.2151 of 1988** and the document contents were copied into page Nos.326 to 329 in volume No.1304 of Book No.1, on the file of the Sub-Registrar, Gannavaram and while enjoying the said property in their possession with absolute rights, they entered into a Development Agreement cum General Power of Attorney with No.3 of the vendors on **31st day of October, 2023** and got the same registered as **document No.11328 of 2023** on the file of the Sub-Registrar, Gannavaram.

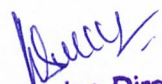
Subsequently No.3 of the vendors obtained layout approved plan from AP CRDA vide **L.P. No.17/2024/1168/APCRDA/DPMS**, dated 07-05-2024 for the above said Ac.7-61 cents of land and another Ac.5-85 cents of adjacent land and divided the entire land into residential plots and named the venture as "**Elite Brundavan**"

Whereas the vendors herein have executed a supplementary deed on **-05-2024** confirming their share of respective plots and got the same registered as **document No..... of 2024** in the office of the Sub-Registrar, Gannavaram.

As per the contents of the abovesaid registered Development Agreement cum General Power of Attorney and supplementary deeds, the **plot No.2** admeasuring an extent of **241.93 sq. yds** was allotted to the share of the developer i.e., No.3 of the vendors herein, the details of the said property is more fully described in the below mentioned schedule and hereinafter referred to as the "schedule property".

At this juncture No.3 of the vendors, put the schedule property for sale with a view to utilise those sale proceeds for the benefit and welfare of their company business and for the offer made by the purchaser herein, the vendors sold the schedule property in toto for an amount of **Rs...../- (Rupees only)**.

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That at the request of all the vendors, the purchaser has paid the total sale consideration of **Rs..... (Rupees only)** to No.3 of the vendors as mentioned herein below :

- i) Rs..... paid by way of RTGS on vide UTR No.....
- ii) Rs..... paid by on behalf of the purchaser, by way of a banker's cheque bearing No....., dt..... of their bank to No.3 of the vendors, as the purchaser is availing housing loan from the said bank.
- iii) Rs..... paid by way of a cheque bearing No....., dt..... of to No.3 of the vendors.

Rs..... (Total Sale Consideration)

Thus the vendors received the entire sale consideration of **Rs..... (Rupees only)** from the purchaser, the receipt of which the vendors hereby admit and acknowledge.

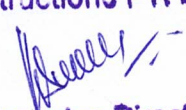
The said vendors hereby transfer by way of sale and convey unto the purchaser the schedule property TO HAVE AND TO HOLD absolutely and forever and enjoy the same without interruption from the vendors or any other person/s claiming under them together with all rights, interests, which the vendors heretofore enjoyed in respect of the said premises and with such further covenants and indemnifies which are hereby agreed to and assured the said purchaser.

The vendors have delivered and the purchaser has taken vacant possession of the below mentioned schedule property.

Now the vendors hereby assure the purchaser and covenant :

1. That the vendors are the absolute owners of the below mentioned schedule property and is entitled to convey the same unto the purchaser.
2. That no right of easements of any kind is available to any other person or persons in respect of the use and enjoyment of the schedule property.
3. The schedule property is free from all encumbrances and charges, all rates and taxes etc., due in respect of the said property have been paid up to date of the sale, if in the event of any encumbrances or public charges aforesaid found to be due in respect of the schedule property, the same shall be payable by the

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vendors to the purchaser and the purchaser shall hereafter pay all taxes payable for the schedule property.

4. The purchaser shall have quiet and peaceful enjoyment of the schedule property free from any interference and disturbances by the vendors or their heirs or representatives or assignees or claiming under them or any of them.
5. The vendors declare and confirm that the schedule property is not alienated to anybody previously in any manner and there are no pending court litigations, court attachments, Injunctions, any kind of mortgages, other securities or agreements.
6. That in the event of any part or share in the schedule property being lost to the purchaser on account of any claim being made thereto by any other person or persons, the vendors and their heirs, agreed to compensate the purchaser for such loss together with all litigation expenses that may be incurred by the purchaser to protect the title to the said premises.
7. That the vendors hereby agree to execute any further deed of assurance and any such document or to take any action that may be necessary in order to perfect the title to the purchaser in respect of the said premises at the expenses of purchaser.
8. That the vendors have delivered Photostat copies of all the title deeds mentioned herein to the purchaser.
9. That Patta transfer forms for effecting necessary mutation of names in Revenue records are herewith filed.
10. That the vendors hereby declare that the schedule property is not an assigned land as defined in A.P. Assigned Land (Prohibition and Transfers) Act, 9/1977 and that the said property does not belong to or under mortgage to Government, or its agencies/undertakings and that it is not earmarked in the master plan for any public purpose.

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SCHEDULE OF THE PROPERTY

An extent of sq. yds equivalent to 202.28 sq. mts of vacant site bearing **Plot No.....** in **L.P. No.17/2024/1168/APCRDA/DPMS** approved by APCRDA, known as "**Elite Brundavan**" situated in **R.S. No.347/5** of **Gannavaram village**, within the limits of the Gram Panchayat and Mandal, Gannavaram, Krishna District, within the jurisdiction of the Sub-Registrar, Gannavaram, Krishna District and is bounded by:

East : 18 mtrs wide Road,
South : Plot No....
West : Plot No.....
North : Plot No.....

RULE-III STATEMENT

Property situated at : Gannavaram village
Nearest Door No.....
Plot No.....
Site area : sq. yds
Estimated market value given by the party : Rs.
Government rate per square yard : Rs...../-

In witness whereof the vendors have signed on this Deed of Sale with their free will and consent in presence of the following witnesses.

Witnesses :

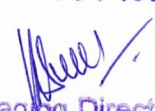
1. 1. Gutta Durga Prasada Rao, 2. Gutta Vijaya Lakshmi, rep. by their Development Agreement cum General Power of Attorney Agent:

For Himaja Constructions Pvt Ltd


Managing Director

3.

For Himaja Constructions Pvt Ltd


Managing Director