

SALE DEED

THIS SALE DEED is made and executed at Vijayawada on this the _____ day of, _____, 20____, by and between:

HIMAJA CONSTRUCTIONS PVT LTD, Vijayawada Represented by it's Managing Director Sri. **Chalasani Naga Suresh**, S/o Nageswara Rao aged about 47 years, resident of D.No.14-178, Mahadevapuram Colony, Kanuru, Penemaluru Mandal, Krishna District having AADHAAR No. 928190838721

Herein after referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

AND

1

For **HIMAJA CONSTRUCTIONS PVT. LTD.**


Managing Director

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized *vide* _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar No. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Allottee**" (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).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees). [Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

For HIMAJA CONSTRUCTIONS PVT. L...

(A) The Promoter is the absolute and lawful owner and possessors of land admeasuring Ac. 0-55 cents covered in R. S. No. 98/1A situated at Kesarapalli Village, Gannavaram Mandal, Krishna District, Andhra Pradesh having acquired the same by way of a registered Sale Deed with document no.1984/2019 from ALURU RAMAKRISHNA RAO S/o.(Late) ALURU RAMACHANDRA RAO & Others registered on 07.03.2019 in SRO GANNAVARAM.

AND

(B) The Promoter is the absolute and lawful owner and possessors of land admeasuring Ac.0-20 cents covered in R.S.No. 98/1A situated at Kesarapalli Village, Gannavaram Mandal, Krishna District, Andhra Pradesh having acquired the same by way of a registered Sale Deed with document no. 4111/2017 from Aluru Ramakrishna Rao S/o.(Late) Aluru Ramachandrarao & others registered on 01.07.2017 in SRO Gannavaram, which was registered by SGPA holder SKS MEGA PROJECTS INDIA PVT LTD Rep By Its Executive Director CHALASANI NAGA SURESH S/o. CHALASANI NAGESWARA RAO who got the GPA from ALURU RAMAKRISHNA RAO S/o.(Late) ALURU RAMACHANDRA RAO & Others dated 16.04.2014 by way of a registered SGPA document no.3135/2014 in book number 1 of SRO GANNAVARAM.

WHEREAS the DEVELOPER has applied for construction of residential project to **ANDHRA PRADESH CAPITAL REGION DEVELOPMENT AUTHORITY (APCRDA)** and the APCRDA has granted the permission to develop the Project *vide* approval dated 20th SEPTEMBER 2019 bearing No.1168/9949/B/GNVRM/KRP/2019

WHEREAS the Said Land is earmarked for the purpose of building a residential project, comprising S+G+4 multistoried apartment buildings and the said project shall be known as "**YUKTA AVENUE**" ("**Project**").

WHEREAS the VENDORS are fully competent to execute this Sale Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is constructed.

AND WHEREAS the VENDEE herein being satisfied with the housing project being implemented by the VENDORS has evinced interest in purchasing the Residential Apartment bearing **Flat No.** _____ in the, _____ **Floor** (Stilt+Ground+4Floors) with a Carpet Area admeasuring _____ **sq. Ft.**, Plinth area admeasuring _____ Sq. Ft., common area admeasuring _____ sq. ft. together with an undivided share of land admeasuring _____ sq. yards out of the total land extent of

3433.027 Sq.Yards or 2870.44 Sq. Meters and One car parking slot of _____ sq. ft. in the Residential Complex 'YUKTA AVENUE' in R.S.No. 98/1A situated at Kesarapalli Village, Gannavaram Mandal, Krishna District, which is morefully described in Schedule-B hereto and hereinafter referred to as "Schedule-B Property", to which the DEVELOPER/VENDOR has agreed.

AND WHEREAS the VENDORS herein offer to sell the Schedule-B Property morefully described in the schedule hereto, which the VENDEE had agreed to purchase in pursuance of an Agreement of Sale dated _____ entered into with the DEVELOPER/PROMOTER. Since the Schedule-B property is in the construction stage and as requested by VENDEE & also in order to facilitate the VENDEE to approach the financial institutions for availing housing loan, the DEVELOPER/VENDOR is registering the Finished Flat more clearly delineated in red colour in the annexed plan in favor of the VENDEE by virtue of this Sale Deed for a total sale consideration of Rs. _____/-(Rupees

_____ only) on the terms, conditions and stipulations hereinafter enunciated.

AND WHEREAS the DEVELOPER/VENDOR hereby covenants with the VENDEE on the terms, conditions and stipulations hereinafter enunciated.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS

1. That in pursuance of the said consideration for the Finished flat thereof, the VENDEE has paid the DEVELOPER the entire sale consideration of Rs. _____/-(Rupees

_____ only)

for the fully finished flat as under:

- (a) Rs. _____/- (Rs. _____ Only) was Paid by the VENDEE, by way of _____ bearing No. _____ dated _____ Draw on _____ Branch.

- (b) Rs. _____/- (Rs. _____ Only) Paid by the VENDEE, by way of a cheque bearing No. _____ dated _____ Draw on _____ Bank, _____ Branch, issued by _____ Bank, Towards the housing loan availed by the VENDEE.

The DEVELOPER/PROMOTER hereby admits and acknowledges the receipt of the same.

2. In consideration of the receipt of the entire sale consideration from the VENDEE as above, the VENDORS hereby sells, transfers, registers, conveys, assigns and assures unto the VENDEE free from all encumbrances the Schedule-B Property morefully described in the schedule hereto and more clearly delineated in red colour in the annexed plan to hold the same together with all the easements and appurtenances hereto and all the rights, title, interest and claims whatsoever of the VENDORS in or to the Schedule-B Property hereby conveyed, who shall and enjoy the same forever as the absolute owner and possessor, subject to the Scheme and Completion of the Flat.
3. The DEVELOPER/PROMOTER will induct the VENDEE into physical possession in respect of the Schedule-B Property flat after completion of all the works in the flat & receipt of all the payments from the VENDEE for the remaining works of the flat as per Agreement of Sale for completion of flat and then onwards, the VENDEE shall henceforth hold and enjoy the same as the absolute owner and possessor without any let or hindrance whatsoever from the VENDORS or any person claiming through it.
4. The DEVELOPER/PROMOTER has also handed over to the VENDEE the photo copies of the title deeds and the link documents pertaining to the Schedule Property.
5. The VENDEE shall obtain the no dues-cum-no-objection certificate from the DEVELOPER upon fulfilling the terms of the Agreement of Sale and after making all the due payments pertaining to the schedule property to the DEVELOPER/PROMOTER
6. The DEVELOPER declares that all the land/property taxes payable to the concerned authorities in relation to the Schedule-A property has been paid up to-date and hereafter, the VENDEE shall be liable for the same. If any taxes are found unpaid at a later date, the DEVELOPER shall be liable for the same.
7. The DEVELOPER covenants with the VENDEE that it has subsisting, valid and marketable title over the Schedule-A and B Properties and that no other person has got any title, share or interest whatsoever over the same or any part thereof and that there are no legal impediments whatsoever and that it is competent to alienate the same in favour of the VENDEE.
8. The DEVELOPER hereby declares and assures and covenants with the VENDEE that the Schedule-A and B Properties are free from all

encumbrances, charges, prior mortgages, gifts, court proceedings, litigations, sureties or bonds, etc. whatsoever. In the event any encumbrances or charges are found or if any claims arise at a later date, the DEVELOPER shall keep the VENDEE indemnified against all such losses that may be caused to the VENDEE on account of defect in the title of the DEVELOPER.

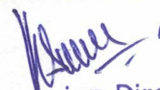
9. The VENDEE shall become a member of the **"YUKTA AVENUE Flat Owners welfare Association"** which will be formed by VENDEE along with other CO-VENDEES of the complex and abide by its rules and bye-laws and also pay the Maintenance charges and other charges promptly that may be levied upon on par with other apartment owners to the DEVELOPER/PROMOTER, the VENDEE shall pay all such levies to the DEVELOPER till the Project is handed over to the Association, and thereafter to the Association, failing which the DEVELOPER/VENDORS or the Association as the case may be shall be entitled to disconnect the services and amenities and to take any action as per the bye-laws of the Association.
10. It is specifically agreed to that the VENDEE shall not have any right in respect of any area except the area for which he/she makes the payment under the Agreement of Sale of flat and further, the parking area and the terrace shall not be treated as common areas. The DEVELOPER/VENDORS shall be entitled to regulate the driveways and car parking slots and maintain and manage the common areas and amenities i.e. staircases, corridors, pathways, lifts, water, drainage, sewerage system, water tanks, sumps etc., to the exclusion of the other apartment owners till the Project is handed over to the Association and thereafter the Association shall regulate the same. However, access to the terrace shall be allowed only for any maintenance, antennas etc., in the use & benefit of VENDEE during reasonable hours for security reasons.
11. After completion of the construction of the flat and before the delivery of the flat to the VENDEE, the VENDEE shall be liable to pay all taxes including GST, Property Tax, etc. payable in respect of such apartment to the Government or other authorities. The entire exterior of building including painting, fixtures, etc., shall be uniform as decided by the DEVELOPER and the Association may take all steps for correction and recover the cost from the persons responsible for the damages or violation.

For HIMAJA CONSTRUCTIONS PVT. LTD.


Managing Director

12. The VENDEE shall not by any act or omission, cause any damage whatsoever to the common areas and amenities or impair the utility or appearance thereof including exterior of the building and shall not convert the common areas and amenities for personal use or otherwise change the use and shall not sub-divide the Schedule-B property and the Apartment to be constructed as per the terms of the Construction Agreement and the VENDEE shall not alter the nature of such apartment. The VENDEE shall not erect the balcony grills that protrude outside, but they shall match with the outer railings or walls of the balcony.
13. The VENDEE shall not alienate in any manner the Schedule-B property without obtaining the "No Objection Certificate" from the DEVELOPER till the handing over of the Project to the Association and thereafter from the Association. The VENDEE, his lessee, Licensee and any other occupants of his apartment shall be bound by the terms of this Sale Deed and the Agreement for Completion of Flat and also the rules and bye-laws of the Association. The DEVELOPER or the Association as the case may be shall be entitled to collect transfer fees in case of transfer of ownership, which shall be credited to the Corpus Fund. The Corpus Fund shall not be utilised for day-to-day maintenance of the Residential Complex including payment of salaries, security, watch and ward, cleaning, sweeping, common electricity, water bills and servicing of lifts, motors, generators, water, sewerage system, etc.
14. The Parties hereto declare that the Market Value and the Consideration shown in this Document is true and correct and the Stamp Duty paid on this Document is sufficient.

For HIMAJA CONSTRUCTIONS PVT. LTD.


Managing Director

SCHEDULE – A PROPERTY (LAND)

ALL THAT PIECE AND PARCEL of the land admeasuring 3433.027 Sq.Yards or 2870.44 Sq. Meters, covered by R.S. No 98/1A, situated at Kesarapalli Village, Gannavaram Mandal, Krishna District, Andhra Pradesh, with nearby Door No. 14-61 under S.R.O, Gannavaram, Krishna District and bounded by:

East	: Neighbour's Land
South	: 12.00 Mt Wide Road
West	: Neighbour's Land
North	: Land belongs to Himaja Constructions Pvt Ltd

SCHEDULE – B PROPERTY (FLAT)

ALL THAT PIECE AND PARCEL of the Residential Apartment bearing **Flat No.** in the**Floor** (Ground+4Floors) of**BLOCK**, Carpet area admeasuring Sq. Ft., plinth area admeasuring Sq. Ft., common area admeasuringSq. Ft. and super built-up area admeasuring **Sq. Ft.** together with an undivided share of land admeasuring **Sq. Yards** out of a total land extent of 3433.027 Sq.Yards or 2870.44 Sq. Meters, and one car parking slot No. with an area of **Sq. Ft.** in the Residential Complex/Apartment "**YUKTA AVENUE**" in R.S. No. 98/1A Kesarapalli Village, Gannavaram Mandal, Krishna District, Andhra Pradesh and bounded by:

North	:	(Open To Sky/Common Corridor)
South	:	(Open To Sky/Common Corridor)
East	:	(Open To Sky/Common Corridor)
West	:	(Open To Sky/Common Corridor)

SCHEDULE – C

SPECIFICATIONS

The PROMOTER/DEVELOPER agrees to construct the residential apartments allotted to the OWNER with following specifications:

1. STRUCTURE : R.C.C. Framed structures.

2. SUPER STRUCTURE : Rain effected walls are of 9" Red Bricks/Cement Bricks and others are 4 ½ thick Red Bricks/Cement Bricks.
3. PLASTERING : Plastering with sponge finish.
4. FITTING & FIXTURES :
 - Main Door : Teak Wood frame and shutter aesthetically designed with Polishing.
 - Internal Doors flush/panel door. : Teak Wood frame with moulded
 - Windows : UPVC
 - Windows Grills : M.S. Enamel Painted
 - aesthetically designed Hardwares : Godrej/Europa locks along with nessasary fittings for main Door and other doors
5. KITCHEN : Granite Platform with stainless steel sink, ceramic tiles dadoing upto 2' height.
6. TOILETS : - All toilets with non slippery ceramic tile flooring and wall cladding with ceramic tiles upto door height. One wall mixture, with shower of Plumber/Hindware / Cera or equivalent make.
 - EWC with flush tank and wash basin of RAK/Hindware /Cera or equivalent make. Provision for geyser in all toilets.
 - ISI PVC/CPVC Pipes.
7. FLOORING : 2'x2' Vitrified tiles flooring in all rooms, plain ceramic tiles in Balconies. Vitrified tiles/Granite for corridors. Granite/Shabad flooring for staircases. Lift walls with Aesthetically designed Verified/ Marble/ Granite Cladding
8. PAINTING : All interior walls with putty finish and painted with emulsion. Exterior facia of building wall be painted with exterior quality paint.

9. ELECTRICAL : Best quality cables using copper wiring through PVC conduits concealed in walls and ceilings. Adequate power points with modular switches.
10. TELECOM : Telephone points will be provided in Master bedroom and living room.
11. TELEVISION : Provision to TV Point in Master bedroom & living room.
12. ELEVATORS : TWO 6 Passenger lifts of standard make with V3F Drive.
13. GENERATOR : A Generator Set will be provided for common area lighting and Lift Purpose

IN WITNESS WHEREOF, the VENDORS hereto have set their respective hands on this Sale Deed of their free will and consent in presence of the following witnesses at Hyderabad on the day, month and year first mentioned above.

VENDOR

For HIMAJA CONSTRUCTIONS PVT LTD

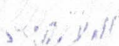


MANAGING DIRECTOR

VENDEE

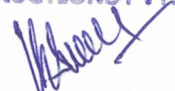
WITNESSES:

1.

2. 

1.

For HIMAJA CONSTRUCTIONS PVT. LTD.



Managing Director

2.

ANNEXURE 1-A

1. Description of Building : Finished **Flat No:** _____, in _____
Floor (Stilt+Ground+4Floors) in "**YUKTA AVENUE**" in R. Survey No. 98/1A,
Situated at Kesarapalli Village, Gannavaram Mandal,
Krishna District, Andhra Pradesh. Nearby door no. is 14-61.

- a. **Nature of Roof** : **R.C.C**
- b. **Type of Structure** : **Frame**
2. **Age of Building** : **New**
3. **Total Site** : **Undivided Share of _____ Sq. Yards**
4. **Total Built-up area** : _____ **Sq. Feet**
5. **Parking area** : _____ **Sq. Feet**
6. **Party own estimated** : Rs. _____/- **Market value of the Property**

Dated:

SIGNATURE of EXECUTANT

CERTIFICATE

I/We do hereby declare that what is stated above is true and correct to the best of my knowledge and belief.

Dated:

SIGNATURE of EXECUTANT