

SALE AGREEMENT

This Sale Agreement is executed on this ____ day of _____, 2024

Between

(1) Smt. **GUDELA LAKSHMI** (PAN : BROPL0282K), aged 59 years, W/o Gudela Basava Raju, residing at D.No.6-1-49, Jawahar Street, Suryaraopeta, Kakinada, (2) Smt. **VANDRASI CHINNA APPA RAO** alias **APPALAKONDA** (PAN : BDWPV2445J), aged 56 years, W/o Vandrasi Narasinga Rao, residing at D.No.25-68, Nagarampalem, Madhurawada, Visakhapatnam, (3) Smt. **BAYANA SARASWATHI** (PAN : AODPB0268A), aged 54 years, W/o Venkata Ramana Murthy, residing at D.No.9-22-3, Banka Achayya Veedhi, Pothina Appanna Sandu, Kothapeta, Vijayawada, represented by their G.P.A.Holder M/s. **SVS PRO-BUILDERS Pvt., Ltd.**, (PAN : AAQCS3538Q) represented by its Mg.Director Sri. **BAYANA SRINIVASA RAO**, aged 52 years, S/o Bayana Surya Rao, residing at residing at D.No. 10-138/9, Flat No.501, Plot No.191, SVS Narasimha Royal Apartment, Visalakshinagar, Visakhapatnam, under a Development Agreement with General Power of Attorney dt.13-02-2024 registered as Document No.2888/2024 in the office of the Joint Sub Registrar, Madhurawada, (4) M/s. **SVS PRO-BUILDERS Pvt., Ltd.**, (PAN : AAQCS3538Q) represented by its Mg.Director Sri. **BAYANA SRINIVASA RAO**, aged 52 years, S/o Bayana Surya Rao, residing at residing at D.No. 10-138/9, Flat No.501, Plot No.191, SVS Narasimha Royal Apartment, Visalakshinagar, Visakhapatnam, hereinafter referred to as the "VENDORS".

And

Sri./Smt. _____ (PAN : _____), aged ____ years, S/o|W/o _____, residing at _____, hereinafter referred to as the "VENDEE".

Wherever the terms 'Vendors' and 'Vendee' occurs in this Sale Agreement shall unless be repugnant of the subject matter or the context shall mean and include their heirs, successors in interest, legal representatives, administrators, executors and assignees etc.

- i) Whereas the Vendors no.1 to 3 are jointly seized and possessed with full and absolute rights of site measuring an extent of Ac.0-53 Cts., or 2565.2 Sq.yds., or 2144.83 Sq.mts., Covered by Survey Nos. 143/1B,1C,1D,1E & 143/9 of Madhurawada Village, now within the limits of Greater Visakhapatnam Municipal Corporation, having purchased under a Sale Deed on dt.30-10-1998 registered as **Document No.1391/1998** of Bk.I, Volume-149 in Pages.401 to 412 in the office of the Sub Registrar, Madhurawada from Sri. Kalamata Pydithalli & others rep., by their G.P.A.Holder Jasti vijay Shankar Mg. Director Aiswarya Developers (P) Ltd. Subsequently Vendors no.1 to 3 identified East boundary of the schedule was mentioned wrongly and which was rectified under a Deed of Rectification on dt.26-02-2020 registered as **Document No.1248/2020** in the office of the Joint Sub Registrar, Madhurawada. **SVS PRO-BUILDERS PVT.LTD.** no.1 to 3 have applied for regularisation of said site under LRS to VUDA and

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the authorities after collecting necessary charges regularised the said site issued Proceedings bearing No.LRS2020/VSP/VSP/Z1/5/08644, and ever since the Vendors no.1 to 3 have been in uninterrupted possession and enjoyment of the same as absolute owners thereof.

- ii) Whereas the Vendors no.1 to 3 decided to develop their site referred above measuring an extent of 2565.2 Sq.yds., (which is more fully described in Schedule-A hereunder and hereinafter referred to as 'Schedule-A site') by constructing a multistoried apartment building.
- iii) As the Vendors no.1 to 3 having lack of expertise in civil construction activities and other procedural aspects in construction of a multistoried apartment building, they have decided to entrust the entire work of development to a reputed Developer, who has professional expertise and experience to construct multistoried apartment building. The Developer will construct the multistoried apartment building with its own cost and expences for the mutual benefit of the Vendors no.1 to 3 and the Developer.
- vi) Whereas the Vendor no.4 i.e., Developer approached the Vendors no.1 to 3, upon knowing the intention of the Vendors no.1 to 3 and readily accepted to develop the Schedule-A site to the complete satisfaction of the Vendors no.1 to 3 in accordance with statutory regulations. After due discussions and conclusions made between the Vendors no.1 to 3 and Vendor no.4 i.e., Developer, both the parties came to an understanding, they have entered with the terms and conditions into a Development Agreement with General Power of Attorney on dt.13-02-2024 registered as **Document No.2888/2024** in the office of the Joint Sub Registrar, Madhurawada.
- v) As per the terms and conditions of the said Development Agreement with General Power of Attorney, the Vendors no.1 to 3 have authorised their G.P.A.Holder on their behalf, to execute Sale Deed/s and other Deed/s in respect of the Flats that have fallen to the share of Developer i.e., Vendor no.4 in favour of the Developer i.e., Vendor no.4 or its nominees.
- vi) As per the terms and conditions of the said Development Agreement with G.P.A., the Vendor no.4 i.e., Developer has started construction of multistoried apartment building in the 'Schedule-A' mentioned site consisting Stilt, Ground + Four floors in the name & style of 'SVS SUNNY'S CASTLE' with the plan approved by GVMC vide B.A.No.1086/2962/B/Z2/M-5/2023.
- vii) Whereas the Vendee having been verified the above documents of title, permissions etc., being satisfied about the marketable title of the Vendors, the Vendee has/have approached the Vendors to purchase a Flat which is fallen to the share of Developer i.e., Vendor no.2 as per the regd., Development Agreement with G.P.A., referred above i.e., **Flat No. _____** in **_____ Floor** measuring an super built-up area of **_____ Sft.**, (which includes balcony/utility areas and common areas) with one **Car parking** measuring **100 Sft.**, allotted in **Stilt floor** of the said multistoried apartment building of **'SVS SUNNY'S CASTLE'**, together with site

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measuring an extent of _____ **Sq.yds.**, or _____ Sq.mts., being undivided and unspecified share out of Schedule-A total site measuring an extent of 2565.2 Sq.yds., (which is more fully described in the Schedule-B hereunder and hereinafter referred to as the 'Schedule-B Flat') and offered a total consideration of _____ Rs. _____/- (Rupees _____ Only). The Vendors having been satisfied with the said offer which is fair, reasonable and reflecting the true and correct market value prevailing in the locality and agreed to sell the said Schedule-B Flat to the Vendee under the following terms and conditions.

NOW THIS SALE AGREEMENT WITNESSES AS FOLLOWS :

- 1) The Vendors have agreed to sell and the Vendee has/have agreed to purchase the Schedule-B Flat for a total consideration of Rs. _____/- (Rupees _____ Only).
- 2) In consideration of this Sale Agreement, the Vendee has/have paid a sum of Rs. _____/- (Rupees _____ Only) as advance to the Vendors by way of Cash/Cheque No. _____, dt. _____ drawn on _____ / in the following manner :
 - i) By way of _____ - Rs. _____/-
 - ii) By way of _____ - Rs. _____/-the receipt of which the Vendors hereby acknowledges.
- 3) The Vendee has/have agreed to pay the balance consideration of Rs. _____/- (Rupees _____ Only) to the Vendors within _____ days from the date of execution of this Sale Agreement.
- 4) After receipt of the total consideration from the Vendee in the manner aforesaid, the Vendors have agreed to execute and register the Sale Deed of Schedule-B Flat infavour of the Vendee with the costs and expenses of the Vendee. After registration of such Sale Deed the Vendors agreed to put the Vendee in absolute vacant, physical and peaceful possession of the Schedule-B Flat.
- 5) The Vendee shall be entitled to the exclusive use of the Car Parking place allotted to him/her/them in the Stilt floor of the multistoried apartment building. The Vendee shall not be entitled to make use of such Car Parking place for any purpose other than parking of his/her/their Car and not to enclose or cover such parking place or any other portion of the parking/ common area by any means.
- 6) The Vendors hereby declares that they are the absolute owners, title holders, possessors of Schedule-B Flat and they have got every right to sell the Schedule-B Flat and it is competent to convey the title and possession infavour of the Vendee.

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- 7) It is hereby agreed and explicitly understood that the Vendee alone shall bear and pay all charges such as registration, house tax assessment, electrical service connection, corpus fund etc., and also shall bear and pay all taxes such as G.S.T., etc., which are applicable and that may be levied by concerned authorities in respect of the Schedule-B Flat.
- 8) Whereas the Vendors hereby declares and covenants with the Vendee that the Schedule-B Flat is free from all encumbrances, prior sales, gifts, mortgages, liens, court attachments, litigations of any kind whatsoever and should thereby and the Vendors shall discharge the same from and out of their own funds and keep the Vendee indemnified and also the Vendors hereby assures the Vendee that they have not executed any Sale Agreement in respect of Schedule-B Flat with any other parties before this Sale Agreement.
- 9) Whereas the Vendors hereby undertakes to indemnify and keep the Vendee indemnified against all the losses, costs, expenses, damages sustained if any to the Vendee on account of any defect in title of Vendors or from disputes if any raised or objections made to this Schedule-B Flat.
- 10) The Vendors covenants with the Vendee that they shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of the Schedule-B Flat during the subsistence of this Sale Agreement.
- 11) It is hereby expressly provided and agreed by the parties hereto that both parties are entitled to enforce specific performance of the agreement against each other in case of breach of any conditions mentioned in this Sale Agreement. However in smooth completion of this sale transaction both the parties have agreed to co-operate with each other.
- 12) The Vendors hereby declares that the Schedule-A site is not an assigned land as defined in A.P.Assigned land (prohibition and transfers) Act, 1977.

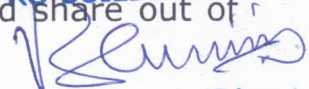
SCHEDULE - A

All that the site measuring an extent of **2565.2 Sq.yds.**, or 2144.83 Sq.mts., Covered by **Survey Nos.143/1B, 143/1C, 143/1D, 143/1E & 143/9** of **MADHURAWADA Village**, within the limits of Greater Visakhapatnam Municipal Corporation, in the registration jurisdiction of Joint Sub Registrar's Office, Madhurawada and the said site is as Bounded By :

EAST : 80 feet wide Road partly and presently Vensa Classic Apartment partly.
SOUTH : Land belongs to Putchala Basaveswara Kumar.
WEST : Land belongs to Kolli Suri & Tati Pendi.
NORTH : Land belongs to Parsa Satyanarayana.

SCHEDULE - B

Flat No. _____ in _____ **Floor** measuring an super built-up area of _____ **Sft.**, (which includes balcony/utility areas and common areas) with one **Car Parking** measuring **100 Sft.**, allotted in **Stilt Floor** of the multistoried apartment building of '**SVS SUNNY'S CASTLE**', together with site measuring an extent of _____ **Sq.yds.**, or _____ **Sq.mts.**, being undivided and unspecified share out of

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Schedule-A mentioned total site measuring an extent of 2565.2 Sq.yds., and the said Flat is as Bounded By :

EAST :

SOUTH :

WEST :

NORTH :

In Witnesses whereof both the parties have signed on this Sale Agreement on the date, month and year mentioned above.

For SVS PRO-BUILDERS PVT.LTD.


Managing Director