S A L E D E E D

This Deed of Sale is made and executed on this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2013 Hyderabad by :-

**Sri. \_\_\_\_\_\_\_\_\_\_\_\_, S/o. \_\_\_\_\_\_\_\_\_\_\_\_\_\_,** aged: about \_\_\_\_ years, Occ: \_\_\_\_\_\_\_\_\_\_, R/o. H.No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Hyderabad.

(Hereinafter called the “LAND OWNERS” which expression shall mean and include their heirs, executors, administrators, legal representatives and assigns of the First Part.)

**M/s. TRANSCON LIFE SPACES PVT. LTD.,** a company duly incorporated & registered under the companies Act, 1956, having its Registered office at 2-3-42/52, Unit # 12, 3rd Floor, Maitri Arcade. Ranigunj, M.G. Road, Secunderabad-500003, represented by its Director, **Sri. P. Sreedhar Reddy**, S/o. Sri P. Pradyumna Reddy, aged about 48 years, Occ: Business, R/o. Flat No. 502, Amruthachaya Apts., Barkatpura, Hyderabad.

(Hereinafter called the **VENDOR/DEVELOPER** which expression shall mean and include his heirs, executors, administrators, legal representatives and assigns of the First Part.)

 **INFAVOUR OF**

**Sri. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** S/o. Sri. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged about \_\_\_\_ years, Occ: \_\_\_\_\_\_\_\_\_\_\_, Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Hereinafter called the **PURCHASER** which expression shall mean and include his heirs, executors, administrators, legal representatives and assigns of the Other Part.)

WHEREAS, the Land Owners are the absolute owners and possessors of land admeasuring **\_\_\_\_\_\_**  sq. yards forming part of premises Nos. **\_\_\_\_\_\_** Zamisthanpur village, Secunderabad, and fully described in the schedule mentioned at the foot of this document.

AND WHEREAS, the Land Owners have approached the Developer, M/s. Transcon Life Spaces Pvt. Ltd., to develop the said property admeasuring \_\_\_\_\_\_\_\_\_ sq yards forming part of premises bearing Nos. **\_\_\_\_\_\_**, in Town Survey No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Hyderabad for constructing a residential apartment and entered into a Development Agreement-cum-GPA bearing document no. **\_\_\_\_\_\_**, dated: **\_\_\_\_\_\_** \_ registered in the office of the Sub–Registrar of **\_\_\_\_\_\_**

WHEREAS in pursuance of the above said Development Agreements cum G.P.As., the Developer M/s. Transcon Life Spaces Pvt. Ltd., developing the said total extent of land admeasuring **\_\_\_\_\_\_**  Sq. yards by way of construction of Multi-storied Residential Complexes in multiple blocks with Cellar, Stilt for parking + (5) upper floors as per the approved and sanctioned Layout issued by Hyderabad Metropolitan Development Authority vide its Permit No. **\_\_\_\_\_\_**, dated: \_\_\_\_\_\_ and named the said proposed Residential Complex as **\_\_\_\_\_\_.**

WHEREAS the Land Owners and Developer were entered into Supplementary Agreement on \_\_\_\_\_\_\_\_\_\_ for distribution of respective share of Flats, which were shown in the said Agreement. The **Flat No. \_\_\_\_\_\_** is falls under the share of Vendor/Developer herein.

Whereas the Vendors have offered to sell a Semi-finished residential flat bearing No. **\_\_\_**, on **First** **Floor**, admeasuring about **\_\_\_\_\_\_** Sq. ft. including common areas and in the residential complex together with an undivided share of land **\_\_\_\_\_** Sq. Yds, out of total extent of land admeasuring \_\_\_\_\_\_ Sq. yards in premises bearing H.M.D.A. Nos. **\_\_\_\_\_\_** by the name and style of ***“*\_\_\_\_\_\_\_\_\_*”***, Situated at **\_\_\_\_\_\_** which is more fully described hereinafter in Schedule-‘A’ and the PURCHASER have inspected the Schedule-‘B’ and after satisfying himself/herself/themselves of the title of the Vendors/Developers, the PURCHASER have accepted to purchase the above said Semi-finished flat for total sale Consideration of **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_ Only).**

 **NOW THIS DEED OF SALE WITNESSES AS FOLLOWS :**

That in pursuance of the said agreement the Vendee has paid total sale consideration for the Schedule Flat to the Vendor/Developer in the following manner as mentioned hereunder:

**a) Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** by way of Cheque Bearing No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Dated. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, drawn on \_\_\_\_\_\_\_\_Bank.

**b)** **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** by way of Cheque Bearing No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Dated. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, drawn on \_\_\_\_\_\_\_\_Bank.

The Vendor/Developer hereby admits and acknowledges the receipt of the same.The Vendor/Developer hereby grant, convey, transfer, assign and assure unto the use of the Vendee herein, the Schedule Flat hereto and clearly delineated in the plan annexed hereto together with all easements and appurtenances thereto, to the Vendee herein, to have and hold the same forever but subject to the conditions mentioned below:

1. The Vendees have to pay all the charges and expenses on account of sales tax, VAT, service tax, or any Central/ State Government taxes, etc. In case such expenses or deposits collected from the Vendors/Developers it shall be entitled to recover the same proportionately from the Vendee on or after the delivery possession of the schedule property.

2. The Vendee herein has requested the Vendors to undertake the construction of finishing works as the said flat purchased as semi-finished flat and handed over possession to the Vendors/ Developers for carrying out the finishing works and shall enter into separate agreement for completion of the construction and such agreement will be part and parcel with this sale deed. The Vendors shall deliver the possession of the flat to the Vendee subject to the clearance of payments for cost of construction and other applicable charges, taxes etc.,

3. The Vendee shall also join the Association of Flat Owners formed by the Vendor/Developer and shall contribute the corpus fund and also the maintenance charges and other amounts regularly on par with other flat owners to the Developer till the Association is formed, and thereafter to the Association failing which the Association or the Vendor/Developer shall be entitled to disconnect the services and amenities and to take any other action under the bye-laws or resolution of the Association. There shall be a separate membership and one voting right in respect of each Flat, irrespective of the number of Flats held by the same person or persons.

4. The Vendor/Developer hereby declare and assure that the Schedule Flat is free from all encumbrances, prior mortgages, charges, litigations, etc., and the Vendor/Developer has free and marketable title to sell the same and further covenant to indemnify and keep the Vendee fully indemnified for all or any loss that may be caused to the Vendee, due to any defect in title of the Vendor/Developer.

5. The Vendee shall become members of the Association of Flat Owners to be formed by the Vendor/Developer till then, the Developers shall alone be entitled to maintain and manage the common areas and amenities to the exclusion of all other persons. The Vendor/Developer shall have exclusive rights over the terrace with a right to make further construction and the Vendee shall not have any objection to any such construction that may be made by the Vendor/Developer over the terrace or to such other use or uses, the Vendor/Developer may choose to put the terrace and the Vendor/Developer shall be entitled to the residual interest in the Scheduled Flat. The Vendee hereby gives his/her consent and further agrees to extend all cooperation in this regard.

6. 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 user and shall not sub-divide and the Vendee(s) shall not alter the nature of such Flat. The Vendee shall be liable to pay all taxes including Property Tax, etc., payable in respect of such Flat to the Government or other authorities and also contribute proportionately towards the electricity, water and sewerage service connections and deposits. The entire exterior of building including painting, fixtures, etc., shall be uniform as decided by the Developer/Association and in case of violation, the Vendor/ Developer or Association may take all such steps for correction and recover the costs from the persons responsible for the damage or violation.

8. The Vendee shall not alienate the flat in any manner without “No Objection Certificate” from the Vendor/Developer till forming of the Association and thereafter from the Association. The Vendee, lessee, licensee and any other occupant of the Flat shall be bound by the terms of this Sale Deed and also the bye-laws and resolutions of the Association.

9. The Vendee shall be entitled to transfer or mutation of his/her name in respect of the Schedule Flat in the municipal records, A.P. Transco and Hyderabad Metropolitan Water Supply and Sewerage Board without any further reference subject to the purchase shall comply with all the terms of this sale deed. The Vendor/Developer shall execute any document or documents at the request of Vendee at the Vendee’s cost in this regard.

10. The Vendor/Developer do hereby declare that the land on which Scheduled Flat is constructed is not an assigned land within the meaning of A.P. Act 9 of 1977 and not a vacant land within the meaning of the Central Act 33 of 1976.

11. The parties hereto declare that the Market Value and Consideration has shown in this document is true and correct and the Stamp Duty paid on this document is sufficient.

**SCHEDULE OF PROPERTY – A**

All that part and parcel of land admeasuring **\_\_\_\_\_\_ square yards** in premises bearing M.C.H. nos. **\_\_\_\_\_\_** in town survey no. \_\_\_\_, situated at **\_\_\_\_\_\_**  village, Hyderabad, bounded by:

Land boundaries :

**NORTH:**

**SOUTH:**

**EAST:**

**WEST:**

## SCHEDULE OF PROPERTY – B

All that part of residential flat bearing no. **\_\_\_\_\_\_** in **\_\_\_\_\_\_ floor** with a built up area of **\_\_\_\_\_\_**  sq. Feet together with an undivieed share of land admeasuring **\_\_\_\_\_\_**  sq. Yards out of **\_\_\_\_\_\_ square yards** in premises bearing M.C.H. Nos. **\_\_\_\_\_\_** in town survey no. **\_\_\_\_\_\_** situated at **\_\_\_\_\_\_**  village, hyderabad, within the limits of G.H.M.C:

**FLAT BOUNDED BY:**

**NORTH:**

**SOUTH:**

**EAST:**

**WEST:**

IN WITNESS THEREOF Parties have signed and delivered this Sale Deed on the **\_\_\_\_\_\_**  day, **\_\_\_\_\_\_** and 2013 first above written in the presence of the following witnesses.

**WITNESSES:**

**1.**

**2.**

 **Landowners**

 **Vendor/Developer**