DEED OF SALE

For Rs. _____/-

This Sale Deed made and executed on this the _____ day of _____ 202_ at S.R.O _____ by Andhra Pradesh Industrial Infrastructure Corporation Limited, (PAN No. AABCA9029K) a company registered under the Indian Companies Act, 1956, having its registered office at Parishrama Bhavan, 4th Floor, 5-9-58/B,B, Fateh Maidan Road, Basheerbagh, Hyderabad 500004 and Corporate Office at APIIC Towers, Plot No.1, IT Parks, Mangalagiri, Guntur District – 522 503, Andhra Pradesh, India, represented by its Zonal Manager, _____ Zone, _____ District present Sri / Smt. _____ aged about _____ years, S/o. Sri _____, hereinafter called the party of the FIRST PART which expression shall unless the context otherwise requires include its successors and assignees.

IN FAVOUR OF

i) **For Proprietary concern**

M/s. _____, a Proprietary concern represented by its Proprietor: Sri / Smt. _____ (PAN _____ & AADHAR No._____) S/o / W/o _____ aged about ___years, residing at _____.

ii) **For Partnership concern**

M/s._____ (PAN_____) a partnership concern as per partnership dated _____ registered under partnership Act with the Registrar of Firms vide No._____ carrying the business under co-partnership with the following partners. (i). Sri / Smt. _____ (PAN _____& Aadhar_____) S/o / W/o _____ aged about _____ years, residing at _____ (ii) Sri / Smt. _____ (PAN _____& AADHAR _____) S/o / W/o _____ aged about _____ years, residing at _____

iii) **For Limited Liability Partnership (LLP) concern**

M/s. _____ LLP (CIN_____) (PAN _____) a Limited Liability Partnership incorporated under the Limited Liability Partnerships Act 2012 and having its registered office at _____, represented by its Designated Partner Sri / Smt. _____ (PAN _____ AADHAR No. _____) S/o / W/o _____ aged about _____ years resident at _____ as authorized signatory, as per the Resolution passed by the meeting of partners dated _____

iv) **For Public/Private Limited companies**

M/s. _____ (CIN _____ & PAN _____) a Company registered under the Companies Act, 2013 and having registered office at _____, represented by its _____: Sri / Smt. _____ (PAN _____ & AADHAR No. _____) S/o / W/o ____ aged about _____ years resident at _____ as authorized signatory as per the Resolution passed by the Board of Directors dated _____

which expression shall unless the context requires otherwise includes his heirs, executors, administrators and legal representatives hereinafter called the party of the SECOND PART)

3. APIIC (a wholly owned public sector undertaking of Government of Andhra Pradesh) to secure industrial and economic development of the State and thereby to generate employment opportunities for the youth, is engaged in providing industrial land at concessional prices to entrepreneurs. And hence executes this Sale Deed with conditionality to ensure realization of the above objectives.

4. Whereas upon the application of the party of SECOND PART, the party of the FIRST PART has allotted to the party of the SECOND PART schedule land / plot No._____, on “as is where is” basis measuring an extent of _____ Sq.Mtrs (or) Ac._____ cts situated at _____ for setting up of ”_____” more particularly described in the

schedule hereunder and for greater clearness delineated in the plan hereto annexed, hereunder at concessional price to realize the above objectives in public interest.

5. The Government have transferred all the Industrial Estates and Industrial Development Areas in the State of Andhra Pradesh to the party of FIRST PART vide G.O. Ms. No. 1162, Industrial and Commerce (ID) Department, dated 04-12-1973 and subsequently the scheduled property has been Alienated / Acquired by the party of the FIRST PART and hence the party of the FIRST PART has become successor to the said land and is thus competent to sell the said property to the party of the SECOND PART.

(or)

5. The party of the FIRST PART have Alienated / Acquired land to an extent of Acs._____ cents through the Government vide G.O. Ms. No. ____ dt. _____ / Award No. ____, dt. _____ / possession certificate dt:_____ . Thus the party of the FIRST PART has become absolute owner of the schedule property. Hence, the party of the FIRST PART is thus competent to sell the schedule property to the party of the SECOND PART.

6. And whereas an Agreement of Sale was executed on _____ between the party of the SECOND PART and the party of the FIRST PART specifying the terms and conditions governing the allotment of the schedule land / plot to the party of the SECOND PART and the said terms of conditions form part of this Sale Deed. The Agreement of Sale was registered on _____ vide Document No. _____ of Sub-Registrar, _____ by paying Rs._____/- towards Stamp Duty and Registration fee of Rs._____/-.

7. And whereas the vacant possession of the land / plot was delivered to the party of the SECOND PART on _____ by the party of the FIRST PART and the party of the SECOND PART has constructed the factory buildings and gone into operations of “_____”.

8. AND WHEREAS the party of the FIRST PART has agreed to sell and the party of the SECOND PART has agreed to purchase the said land which is free from all encumbrances for a total sale consideration of Rs. _____ (Rupees _____ only) at the rate of Rs._____ per Sq.Mtr towards the cost of the land including the development charges having been paid to the party of the FIRST PART by the party of the SECOND PART the receipt where the party of the FIRST PART hereby admits and acknowledges; the party of the FIRST PART both hereby sell, grant, convey, transfer and assign unto the party of the SECOND PART all that piece and parcel of the land being plots in Industrial Estates / Industrial Development Areas / Industrial Parks / Autonagars more particularly described in the Schedule hereunder and for greater clearness delineated in the plan annexed hereto together with all rights, title, easements and all other rights in any wise appertaining thereto TO HOLD the said land unto and to the use of the party of the SECOND PART absolutely and forever. The party of the SECOND PART shall use the said land for the aforesaid purpose of putting up a _____ duly permitted by the Competent Authority and for no other purpose. The party of the SECOND PART agrees that it shall not put any structure or buildings other than a factory building or buildings.

8 (a). That the party of the FIRST PART has agreed to sell the land in favour of the party of the SECOND PART in pursuance of their application dated _____ and that the land in the Industrial Area is to be utilized for the purpose of "_____" only. The terms and conditions relating to sale were settled in the Agreement for Sale dated _____ with the party of the SECOND PART.

The party of the FIRST PART agreed to convey the title and ownership of the land in favour of the SECOND PART subject to the condition that the land shall be utilized for the purpose of "_____" and for no other purpose; any change in the line of activity shall be got approved by the

party of the FIRST PART and also such other competent authorities.

8 (b). The party of the SECOND PART further undertakes and agrees that all the terms and conditions of the sale agreement / undertakings executed between the party of the FIRST PART and party of the SECOND PART and registered vide Doc No. _____dated____ are forms part and parcel of this Deed of Sale for governing with any issues in case arises at any point of time for all purposes in future and binding on the party of the FIRST PART and the party of the SECOND PART.

9. The party of the FIRST PART assures the party of the SECOND PART that the said Land are free from all encumbrances or charge or obligations of any kind whatsoever and nobody else has any right, title or interest in the said land.

10. The party of the FIRST PART covenants with the party of the SECOND PART that the said Land shall quietly be entered into upon and held and enjoyed and the rents and profits received there from by the party of the SECOND PART without any interruption, disturbance, claim or demands whatsoever form the party of the FIRST PART.

11. The party of the FIRST PART shall at the cost of the party of the SECOND PART take all necessary steps and sign all applications, papers and or further documents for more perfectly assuring the said Land to the party of the SECOND PART and getting the name of the party of the SECOND PART mutated in the Panchayath / Municipality and or Revenue records as the owner of the said Land.

12. The party of the FIRST PART covenants with the party of the SECOND PART that if for any defect in the title of the party of the FIRST PART, the party of the SECOND PART is deprived of the whole or any part of the said Land, the party of the FIRST PART hereby undertakes to indemnify and/or compensate the party of the SECOND PART in full.

13. The party of the FIRST PART is exempted from the provisions of the

Urban Land (Ceiling and Regulations) Act, 1976 under Section 19(i) to the vacant lands held by it as it is a Government Company as defined in Section 617 of the Companies Act, 1956 (Act I of 1956).

14. If the party of the SECOND PART has availed allotment of land from the Party of the FIRST PART as an SC / ST / BC category entrepreneur thereby availing a subsidy of 50% (maximum up to Rs.20.00 lakhs) on the land price fixed for the scheduled land by the party of the FIRST PART, then following super added covenants will be contingent on the Party of the SECOND PART:-

a. The family as a unit of the Party of the SECOND PART are eligible for allotment of only one subsided plot between them.

b. Prior to transfer of ownership over the scheduled land from the Party of the SECOND PART to any other Non-SC/ST/BC category entrepreneur, the Party of the SECOND PART shall refund the subsidies availed by it at the time of obtainment of the scheduled land from the Party of the FIRST PART and obtain an NOC from the Party of the FIRST PART for the transfer to be valid.

c. If any of the above conditions are violated by the Party of the SECOND PART, the transfer of ownership of the scheduled land will be treated asand void. The Party of the FIRST PART shall resume the scheduled land without notice to the Party of the SECOND PART.

d. However, all the above conditionality’s extend without prejudice to any financial institutions that extend loan to the Party of the SECOND PART on account of being an SC/ST/BC category entrepreneur for the purpose of establishment of plant, machinery and business in the Scheduled Land.

e. If the party of the SECOND PART sells the land to Non-SC/ST/BC entrepreneurs then the party of the SECOND PART shall pay back the rebate on land cost to the Party of the FIRST PART along with interest @ 16% per annum from the date of allotment made by the party of the FIRST PART.

SCHEDULE OF PROPERTY

DISTRICT: _____ MANDAL: _____

VILLAGE : _____ GRAMPANCHAYATHI LIMITS:

_____

Plot No. _____ measuring an extent of _____ Sq.Mtrs (or) _____ Sq.Yards (or) Ac._____ cts situated at Survey No. _____ part of _____ Village, _____ Mandal, _____ District AND

BOUNDED BY:

NORTH :
SOUTH :
EAST :
WEST :

IN WITNESS WHEREOF the parties have set their hands to this Sale Deed on the day and year first herein above written in the presence of the following witnesses.

WITNESSES: FOR AND ON BEHALF OF

1.

2.

ANDHRA PRADESH INDUSTRIAL
INFRASTRUCTURE CORPORATION LTD.

SIGNATURE OF THE PARTY OF
THE SECOND PART