



00CC 880670

SALE DEED FOR RS.3,00,000/-

THIS DEED OF SALE executed on this the Twentyeighth .
day of December One thousand Nine hundred Ninety eight
(28.12.1998) By

C.S. RAMESH, aged 41 (forty one) Business,
S/o Sankunni Vaidiar, Charamtharayil,
Perumanoor Desom, Ernakulam Village,
Kanayannur Taluk,

hereinafter called the 'VENDOR' (which expression shall
wherever the context so requires include his heirs, exe-
cutors, and assigns) on the one part

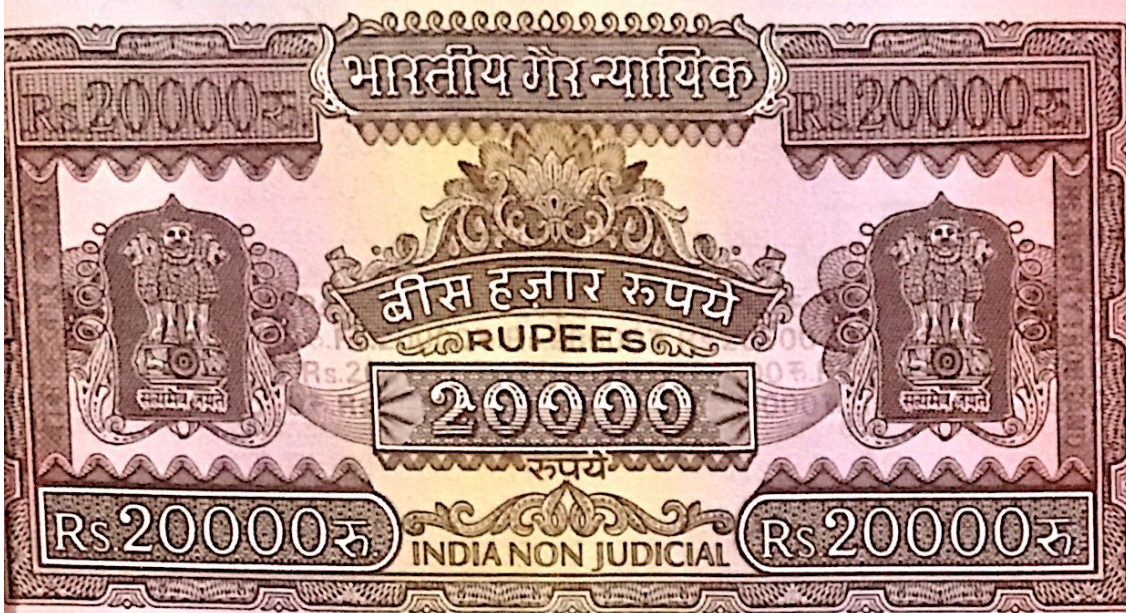
TO AND IN FAVOUR OF
CORNET SYSTEM, a Private Company with its
administrative Office at 99 A, Canal Road,
Girinagar, Kochi- 20,

hereinafter called the 'PURCHASER' (which expression shall

C.S. RAMESH



KERALA



00CC 880671

: 2 :

wherever the context so requires include its successors, executors, and assigns) represented by its Proprietor K.SATHYARAJAN, aged 58 (fifty eight) Business Executive, S/o late Kesavan, residing at 39/4209, Ravipuram, Perumanoor Desom, Ernakulam Village, Kochi- 16, Kanayannur Taluk, on the other part.

WHEREAS the Vendor is the owner of the land and premises noted in the schedule by virtue of the document stated therein. He got permit to construct a building having ground and first floor vide permit No. P2/216/96 dated 2.7.96 and got occupancy certificate D/1 24.1.98 Subsequently he got permit to construct a superstructure over as Second floor and the work has been started.

C.S. RAMESH





: 3 :

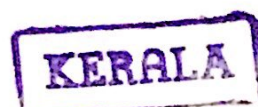
The Vendor desired to sell the first floor area which is over the ground floor and the purchaser agreed to purchase the same along with the undivided right of land eligible to hold the first floor according to the Apartment Act 5 of 1984 and the rules and regulations made thereunder.

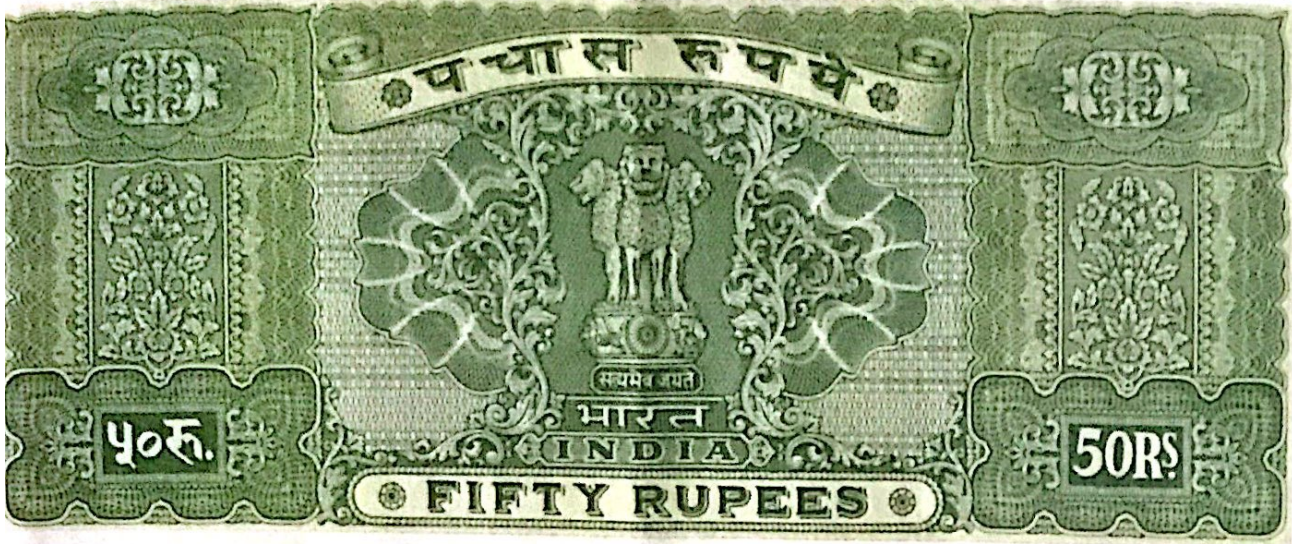
The sale value of the building portion as well as 34.45% undivided right of land and right of common enjoyment and car bay construction rights is fixed as Rs.3,00,000/- (Rupees Three lakhs only)

NOW THIS DEED WITNESSES as follows:

In pursuance of the agreement and in consideration of a total sale price of Rs.3,00,000/- (Rupees Three lakhs only) for the 34.45% undivided right of land and the first floor building together with the right of common easements and other rights attached thereto, paid by the

C.S. RAMESH



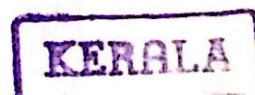


: 4 :

purchaser and acknowledged by the Vendor as stated in the memo of consideration, the vendor hereby convey 34.45% undivided right of schedule "A" land as described in B schedule and the building described as "C" schedule herein, so that the purchaser may hold and enjoy the same absolutely for ever along with other owners of the building complex, together with the common facilities provided in the building such as staircase, and sewerage facilities in addition to make use of the common facilities provided in the open space ground portion wherein septic tank etc. is provided which is for the entire building.

By conveying this property, the vendor hereby put in possession of the first floor of the building and the easement of the staircase to be used for the use of the above floor. He may also avail the facility of sanitation and the septic tank facilities provided in common.

C.S. RAMESH



The Vendor assures the purchaser that the land as well as the building constructed by him a part of which is sold hereby along with the undivided right of land is free from encumbrance and charges and he has absolute right and authority to sell the same and receive consideration.

The Vendor hereby covenants with the purchaser as follows:

- 1) That the Vendor is the absolute owner in exclusive possession and enjoyment of the said property with clear and undisputable marketable titles for the same. The said property shall be held and enjoyed and the rents and profits taken therefrom by the purchaser without any interruption or disturbance by the vendor or any person claiming through or under him and without any disturbance by any other persons whomsoever.
- ii) The Vendor has given physical possession of the property today and the purchaser has accepted the same. The Vendor declare that he will not have any claim in the said property from now onwards and the purchaser may peacefully and quietly enjoy the same with all rights of alienation and disposition with marketable titles for ever as exclusive owner in possession. subject to the right of other co-owners in the building.
- iii) The Vendor doth hereby declare that the said property is free from encumbrances either by way of mortgage, charge, hypothecation, lien, security or attachment of the court, Revenue Recovery proceedings or lispendens, freezing or acquisition proceedings and that there are no arrears

C.S. RAMESH



of taxes assessments and levies in respect of the said property or any part thereof. All the public charges of the property upto this date have been paid and receipts shown to the satisfaction of the purchaser .

iv) The Vendor will, at the cost of the persons requiring the same do or cause to be done, execute or cause to be executed all such acts, deeds and things for further or more perfectly assuring the said premises to the purchaser or his assignees as may reasonably required.

v) The Vendor hereby declare that he or his family does not and do not own, possess lands in excess of the ceiling limits fixed by the Kerala Land Reforms Act as amended upto date and that the said property described in the said schedule is within his ceiling limits.

vi) The Vendor agrees to indemnify the purchaser against any loss, damage or expenses that the purchaser may be put to or incur by reason of any defect in title or possession of the vendor to the said property or any part thereof or the discovery of any encumbrance of any sort thereon or the non payment of any taxes, assessments, rates ,and levies and cess payable in respect of the property scheduled below or any part thereof to any authority or person whatsoever.

vii) The Purchaser shall get change of assignment of Door No. 37/443(A) in its names and pay corporation tax thereon and is also at liberty to get thandaper along with

C.S. RAMESH



the other owners of land as regard the undivided right of schedule A land hereby transferred.

The purchaser will have the right to construct a car bay on the open space on the ground floor.

The title deed of the property No. 2534 of 1989 of Sub Registry Office, Ernakulam is with the Vendor and the same is shown in original to the satisfaction of the purchaser, Encumbrance certificate for the past 13 years, latest land tax receipt, Building tax receipt are handed over herewith.

MEMO OF CONSIDERATION

A sum of Rs. 3,00,000/- (Rupees Three lakhs only) as cheque No. 230990 dated 28.12.1998 on ICICI Banking Corporation Ltd. M.G.Road, Cochin- 13 favouring the Vendor C.S.Ramesh.

SCHEDULE OF PROPERTY

	<u>A SCHEDULE</u>
District	: Ernakulam
Sub District	: Ernakulam
Taluk	: Kanayannur
Firka	: Ernakulam
VILLAGE	: ELAMKULAM
Desom	: Elamkulam
Tenure	: Pandaravaka verum pattom
Survey No.	: 401 (four hundred and one)
Sub Div.No.	: 2(Two)
Extent (in ares	: 2.02 (Two ares two sq.mts.)
(in cents	: 5 (five cents)
Limit	: Cochin Corporation

C.S.RAMESH

DESCRIPTION

All that piece and parcel of Five cents of land as described in the schedule to document No. 2534 of 1989 registered in Book No.1 Volume 814 on pages 303 on wards whereby the vendor become the absolute owner.

BOUNDARIES

East	: Sy.No. 401/2 part
North	: Sy.No. 400 part
West	: Road
South	: Property of George


"B" SCHEDULE (RIGHT CONVEYED)

34.45% undivided right of the A schedule property.


"C" SCHEDULE (CONVEYED)


First floor area of the building having 64.35 sq.mts. carpet area which is over the ground floor building, for which Kochi Corporation has assigned CC No. 37/443(A) together with common amenities, appurtenant etc. thereto and the right to construct a car bay in Ground floor as aforesaid.

IN WITNESS WHEREOF the Vendor C.S.RAMESH has set his hands in the presence of the following witnesses.

Signed by: C.S.RAMESH 

WITNESSES: 1. C.S.Suresh, Charamtharayil,
Thevara, Cochin- 15

2. C.S.Jyothi, Charamtharayil,
Thevara, Cochin- 15 

Prepared by: K.Karunakaran, Rachana, Shenoy Road,
Kaloor, Kochi-17 Licence No.EDA/126 

This document is typewritten. Corrections: Nil

C.S.RAMESH 