

5742

ORIGINAL

Deed of SALE

Dated 29.9.2004

REGISTERED AS NO..... OF 2004

Subregistry Office ERNAKULA M

By

K.C. CHACKO ALIAS CHAKKAPPAN

To

Mrs.SUSHEELA NAMBIAR

KARA : CHANGANAD

VILLAGE : ELAMKULAM

ACRE-CENT

120

SY. No.

1008/3

1008/4

Value Rs 1,73,160/-

Stamp Rs 10450

K. K. POULOSE

DAVID PAUL

ADVOCATES

C. C. 39/6018, Ravipuram, M. G. Road

Kochi - 682 015 Tel ; 2354653, 2360452

Resi : No: 89, Girinagar, Kochi - 682 020 Tel ; 2312044

16





01AA 676959

30/9/04

THIS DEED OF SALE EXECUTED on this the Twenty ninth day of September, Two thousand and four (29.9.2004) By Sri.K.C.CHACKO alias CHACKAPPAN, son of late K.T.Chacko, aged 67 (Sixty seven) years, pensioner residing at Kanatt House, Thevara Desom, Elamkulam Village, Thevara P.O., Pin-682013, hereinafter referred

K.C.CHACKO alias CHACKAPPAN

(VENDOR)

Chacko

10450
Rs 173168
3464
5
10
3
100
3582

28 SEP 2004

KERALA



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to as the Vendor which expression shall wherever the context so permit mean and include the heirs, executors, administrators, and persons deriving title under the Vendor IN FAVOUR OF SUSHEELA NAMBIAR, wife of U.K.Nambiar, aged 59 (Fifty nine) years, Business, residing at Ramalayam, Pathiriyad Village, Sankaranellur, Kuthuparamba Taluk, Kannur District, hereinafter referred to as the Purchaser which expression shall wherever the context so permit mean and include the heirs, executors, administrators and persons deriving title under the Purchaser.

K.C.CHACKO alias CHACKAPPAN

Chacko

(VENDOR)



KERALA

No. 40413 - 28/9/04
Value of Rs. (00) / -
Sold to - Ad
to be linked
from

Sushela nambual
Ramsalayam
Puthiyad village.


Sub Registrar
Ernakulam

IDENTIFIED BY

1. Rajesh vs S/o Rajan
Mechanical work (Contract)

2. K. Kesaven vs S/o V. Kesava Menon
"Kerala & Residential" Grant

30th September 2004 V.N. Sushama Sub Registrar
SUB REGISTRAR
ERNAKULAM

Registered as No. 5742 of 200 of Book 1
Volume 111 Pages 4-5 Sheets 16
200 Sheet 200 th 200

1 copy of this is registered with the original



Sub Registrar
Ernakulam
[Signature]
SUB REGISTRAR
ERNAKULAM



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WHEREAS the sons of Kanatt Puthen Vettil Thomman Chacko by name Lonan Thomman and the minor son Chackappan representing his mother Thresia as guardian together partitioned the properties in Thevara Desom in Elamkulam Village along with other properties under Partition Deed No.644/1952, Book 1, Volume 730, Pages 460 to 474 of Ernakulam Sub Registry by which Chackappan was allotted C Schedule properties of which item No.2 is 120 cents in Sy.No.1008/1, 2, 3 and 4 in Thevara Desom in Elamkulam Village. In that Partition Deed the sisters by name Michael and Annamkutty were not joined as party.

K.C.CHACKO alias CHACKAPPAN

(VENDOR)

Chacko

KERALA

No. H0414 289 by
Value of Rs. 100/-
Sold to: Address
to be linked
from

Susheela nambiar
Ramsalayam
Patheriyad village.


Ex. Officer
Mangalam

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SUB. REGISTRAR 





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AND WHEREAS according to actual possession and enjoyment the said 120 cents is made up of 20 cents in Sy.No.1008/3 and 1 acre in Sy.No.1008/4 in Elamkulam Village.

AND WHEREAS the sisters of Chackappan by name Sr.Michael and Annamkutty together released all their rights in the C Schedule properties of Chackappan got under said Partition Deed as per Release Deed No.4470/1995 Book 1, Volume 1144, Pages 331 to 334 of Ernakulam Sub Registry and thus the said Chackappan became absolute and exclusive owner of the said properties

K.C.CHACKO alias CHACKAPPAN

(VENDOR)

Chacko

KERALA

No. 40415 - 28964
Value of Rs. 00/1
Sold to Adve
to be linked w
from.....

Susheela Nambiar
Ramsalayam
Puthayad village.


Ex. Officer Vendor
Registration

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SUB. REGISTRAR





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allotted to him and thereafter he affected mutation of name and paying basic tax as pattadar under Thandapper Account No.10537 in his name.

AND WHEREAS the Vendor has made arrangements with M/s.Mather Constructions, North Railway Station Road, Kochi - 682018 a partnership firm to develop the land and to construct multistoreyed apartments complex known as "WHITE WATERS" at the cost and expenses of the purchaser of the undivided share of land; and as per the plan sanctioned vide Building Permit No MOP4-138/96 dated 22.02.2001, from Cochin Corporation for construction of the Building Complex in the properties mentioned in the A schedule.

K.C.CHACKO alias CHACKAPPAN

(VENDOR)


KERALA

No. 40416 - 289000
Value of Rs. 00/1
Sold to Ad
to be linked
from

Susheela Narasimha
Ramsaleyan
Patharayad village.


Ex. Officer Vendor
Channarayana

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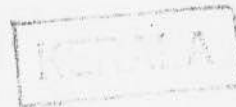
NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1) In pursuance of the agreement and further to the Purchaser agreeing to the stipulations and conditions set out in the various schedules hereunder and in consideration of Rs.1,73,160/- (Rupees One lakh seventy three thousand one hundred and sixty only) received by the Vendor from the Purchaser, the Vendor doth grant, convey and transfer by way of sale subject to the conditions stipulated in the various schedules hereunder, unto and in favour of the Purchaser 1443/100000 (One thousand four hundred and forty three/one lakh) undivided and indivisible

K.C.CHACKO alias CHACKAPPAN

(VENDOR)

Chackko



No. H0417 - 289/64
Value of Rs. 571/-
Sold to Adve
to be linked H0417 to H0416
from H0417 to H0416

Susheela Nambial
Ramalayam
Patharayad village.

Ex. Officio Vanda
Lankulam

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fractional property right, title, interest and possession mentioned in the A schedule property along with the right to construct the portion of the building complex mentioned in the B schedule below.

2. The Vendor has put the Purchaser in joint possession of the A schedule Properties and the Purchaser shall continue to hold the A schedule properties subject to the stipulations contained in the various schedules below.

3. The Vendor doth assure the Purchaser that the A schedule properties are free from any encumbrance or liability whatsoever, and are not involved in any court or revenue attachments or prohibitions and that the Vendor is not holding any land in excess of the ceiling area prescribed under the Kerala Land Reforms Act as amended upto date.

4. The Vendor doth further assure the Purchaser that the Vendor shall do or cause to be done all things that the Purchaser may reasonably require at the cost of the Purchaser for more fully and perfectly assuring the undivided interest in the land more fully described in the A schedule herein and the

K.C.CHACKO alias CHACKAPPAN

A handwritten signature in cursive script, appearing to read "K. Chacko", written over a horizontal line.

(VENDOR)

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Vendor doth assure the Purchaser that the Vendor shall not convey to any person any interest in the land described in the A schedule below without annexing thereto, the stipulations contained in the schedules hereto.

5. It is also provided that the Vendor or anyone claiming through or under or in trust for the Vendor shall always has the right to enforce the stipulations contained in the schedule hereto.

6. It is also provided likewise that the Vendor or anyone claiming through or under or in trust for the Vendor shall also abide by the stipulations in the schedule hereto.

7. Hereafter the Purchaser shall pay all the proportionate cesses, rates and taxes relating to the properties mentioned in the A schedule below.

8. Since the aforesaid title deed is common to other properties as well it is not handed over to the Purchaser.

THE A SCHEDULE ABOVE REFERRED TO


District	..	Ernakulam
Sub District	..	Ernakulam
Taluk	..	Kanayannur
Firka	..	Ernakulam
Village	..	Elamkulam
Desom	..	Thevara
Corporation	..	Kochi
Tenure	..	Pandaravaka Pattom
Sy. No.	..	1008 (One thousand and eight)

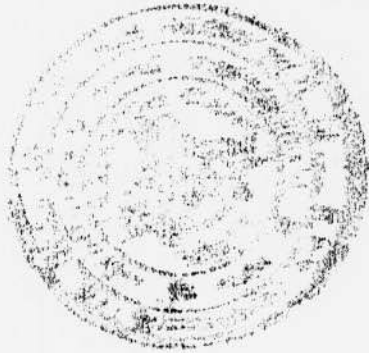
K.C.CHACKO alias CHACKAPPAN

(VENDOR)



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Sub Div. No. .. 3 (Three)
Extent (in cents .. 20 (Twenty)
(in ares) .. 8.093 (Eight point zero nine three)
Sub Div No. .. 4 (Four)
Extent (in cents .. 100 (One hundred)
(in ares .. 40.468 (Forty point four six eight)
Right .. 1443/ 100000 undivided share

DESCRIPTION

1443/100000 (Onne thousand four hundred and forty three/one lakh) undivided share in all that lands having a total extent of 120 cents made up of 20 cents in Sy.No.1008/3 and 100 cents in Sy.No.1008/4 in Thevara Desom in Elamkulam Village described in Item No.2 of the C Schedule of Partition Deed No.644/1952 of Ernakulam Sub Registry.

BOUNDARIES

North .. National Highway Link Road
East .. Back waters. & properties in Sy. No. 1008/3
South .. Properties of John C.C.
West .. Properties of Kattamparampil Varuthunny

SCHEDULE - B

All the right to construct subject to the restrictions herein contained, the 3 bedroom duplex Apartment No.F having a super built up area of 2886 Sq.ft (268.118 Sq.metres) in the Thirteenth and Fourteenth floor in WHITE WATERS being constructed at the cost and expenses of the Purchaser in the building complex duly sanctioned by the Corporation of Cochin vide their Order No. MOP4-138/96 dated 22.2.2001 and renewed periodically, together with the Car Parking.

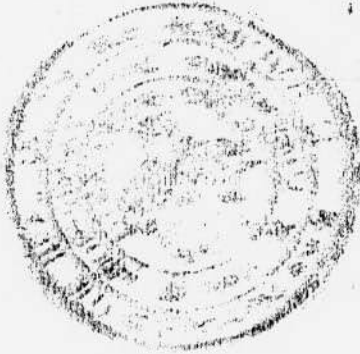
K.C.CHACKO alias CHACKAPPAN

(VENDOR)



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SCHEDULE - C

Restrictions on the rights of the Purchaser

C.1. That 'the Purchaser' so as to bind himself, his successors in interest, heirs, representatives and assigns with the consideration of promoting and protecting his rights and interests as the owner of the constructions described in Schedule 'B' above and in consideration of the covenants of the Vendor binding on them and the owners of the other undivided interest in the property described in schedule 'A' herein and the construction thereon doth hereby agree to be bound by the following covenants.

C.2. Not to use make any construction and or structural alterations in addition to that mentioned in schedule 'B' herein.

C.3. Not to use or permit the use of the construction referred to in schedule 'B' herein and/or the right in the property described in the A schedule hereto in a manner which would diminish the value or utility of any of the common amenities provided or if any that may be provided in the property described in schedule 'A' or in any construction made thereon.

C.4. Not to use the roadways, passages and open space in the land described in Schedule 'A' for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress to or egress from any part of the A and B schedule properties.

C.5. Not to default in the payment of any taxes or levies or charges to be shared by the Purchaser along with the other

K.C.CHACKO alias CHACKAPPAN

(VENDOR)

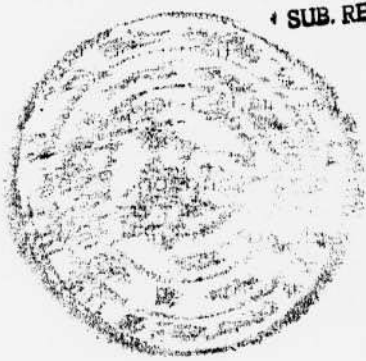


REGISTRATION

REGISTERED UNDER THE REGISTRATION ACT, 1908

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owners, occupiers or users of the property described in the schedules 'A' and 'B' herein or expenses to be shared by the owners of the constructions / apartments or any part thereof.

C.6. Not to modify or alter or colour the exterior of the property to be constructed by the Purchaser otherwise than in a manner agreed to by the other owners of apartments/constructions in the land described in the schedule 'A' above.

C.7. Not to make any arrangements for the maintenance, servicing and upkeep of the apartments/buildings referred to in the schedule 'B' herein and for ensuring the common amenities therein for the benefit of all concerned other than that agreed to by the majority of owners, except in case of default of such arrangement by the majority.

C.8. Not to display any name boards or sign boards of whatsoever, nature except at the place or places that may be designated or earmarked by the Builder till such place is altered or redesigned by a majority or the members of the flat/apartment owners association.

C.9. Not to keep stock or display of any wares or any other materials in the corridors or in any place intended for common use.

C.10. Not to disturb or disrupt the privileges or amenities granted to other allottees and to enjoy the rights strictly honoring and subject to the special privileges such as covered car parking facility or open car parking facility if any granted to such of the allottees for their exclusive enjoyment.

K.C.CHACKO alias CHACKAPPAN



(VENDOR)

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SCHEDULE 'D'

Rights included in the transfer to the Purchaser.

D.1. Full right and liberty for the Purchaser and all persons authorised or permitted by the Purchaser (in common with all other persons entitled, permitted or authorised to the like right) at all times, by day or by night and for all purposes to go, pass and repass through the common areas in the building complex and appurtenant land pertaining to A & B schedule properties.

D.2. Full right and liberty to the persons referred to supra in common with all other persons with or without motor cars or other permitted vehicles at all times day and night and for all purposes to go and repass over the roadways and pathways in the land described in the Schedule 'A' herein.

D.3. The right to free and uninterrupted passage of running water, soil, gas, electricity and telephone connections through the sewers, drain and water courses, pipes, cables, wires etc. which now are, or may at any time hereafter be in or under or passing through the building or land or any part thereof. This right may also include all modern amenities that may become part of modern life from time to time in future but however subject to the right of privacy.

D.4. Right of passage for the Purchaser and his agents or workmen to the other parts or the buildings at all reasonable times on notices to where the water tanks are situated for the purpose of cleaning or repairing or maintaining the same.

K.C.CHACKO alias CHACKAPPAN



(VENDOR)

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D.5. The right to pass and repass through car parking spaces in a manner that will not cause any hindrance to the owners of the car parking facility or cause any damages to vehicles.

D.6. The right to sub-jacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and from the side and roof thereof.

D.7. The right to lay cables or wires through common areas or passages in the land and building complex without infringing the equal right of others thereof.

D.8. Right of passage for such persons, their agents or workmen to the other parts of buildings at all reasonable times, on notice to enter, for the purpose of cleaning, maintaining or renewing any such sewers, drains, water courses, cables, pipes and wires causing as little disturbance as possible and making good any damages caused.

D.9. The right to do all or any of the acts aforesaid without notice in the case of emergency.

D.10. The special privileges or amenity such as covered car parking or uncovered car parking etc. if any allotted shall be enjoyed by all such allottees exclusively without interference by any one as an inseparable and integral part of the apartment at all times even in case of subsequent reconstructions.

SCHEDULE 'E'

The Purchaser in proportion of the undivided interest hereby conveyed, along with the other purchaser in the proportions of their undivided interest, will be deemed to have

K.C.CHACKO alias CHACKAPPAN



(VENDOR)

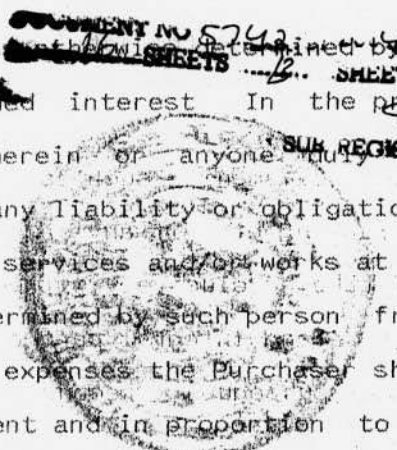
accepted the following conditions and to have contracted to bear the following expenses.

E.1. All rates and outgoings payable if any in respect of the land described in the Schedule A hereto.

E.2. The expenses for maintaining the common services in the land and building complex and expenses for routine maintenance including painting, white washing, cleaning etc. and replacing of all or any of the electrical and mechanical or other parts of machineries, sanitary and electrical installations common to the land and building complex.

E.3. Should the Purchaser default payments for any common expenses or amenities, a majority of the Purchaser while carrying out the services as contemplated above, shall have the right to remove such common amenities from his enjoyment including water services and electricity.

E.4. Unless ~~otherwise~~ ^{document no 5742} determined by a majority of the Purchaser of undivided interest in the ~~property~~ ^{plots} described in the A schedule herein or anyone duly supported by the majority, without any liability or obligation to do so, shall carry out the above services and/or works at such costs and expenses as may be determined by such person from time to time and for such costs and expenses the Purchaser shall be liable to such person to the extent and in proportion to the Purchaser's right in the land and building complex.



SCHEDULE F

The Vendor doth covenant:

The Vendor hereby covenants with the Purchaser as follows:

F1. That the Vendor will require every person to whom they shall

K.C.CHACKO alias CHACKAPPAN
(VENDOR)

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hereafter transfer, grant or lease any properties comprised in the properties described in the schedule A hereto and in the land and building complex to covenant and to observe the conditions and observe the restrictions set forth in the schedules herein.

F2. That the Vendor and the assignees or trustees or any one claiming through or under the Vendor or in trust for the Vendor in respect of the land and building complex or any part thereof will always respect the rights of the Purchaser mentioned in this Deed and more particularly those incorporated in schedule 'D'.

F3. That the Vendor hereafter shall faithfully follow the covenants herein contained and shall not confer or cause to be conferred on any other person or persons any right not reserved for the Purchaser herein, nor shall they contract to exclude for such transferee any burden expressed to be shared by the Purchaser herein.

F4. The Vendor accept and agree that any covenant by the Vendor in future in any deed or document reducing or altering the right of the Purchaser herein or imposing on the Purchaser any restrictions not found herein before shall be void.

F5. The Vendor shall give inspection of the Title deed relating to the property retained with them at the request of the Purchaser or their nominees at all reasonable times.

F6. Provided further that Builder shall have all the residuary rights exclusively reserved to the Vendor and such rights shall include the right to make all further constructions in the land mentioned in the A schedule and the right to add and construct further floors to the building to be constructed in the property

K.C.CHACKO alias CHACKAPPAN
(VENDOR)



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described in the schedule A hereto however within the bounds of public rules and respecting the rights conveyed to the Purchaser herein.

F7. That Builder hereby reserve the exclusive right to fix hoardings and advertisements in the Premises and buildings described in schedule A hereto.

IN WITNESS WHEREOF the Vendor has signed this Deed on the date first above written alongwith a duplicate thereof. The original and duplicate shall be kept by the Purchaser.

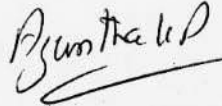
SIGNED AND DELIVERED BY :

K.C.CHACKO alias CHACKAPPAN
(the Vendor aforesaid)



In the presence of witnesses:-

1. Clara Stanley , wife of
Lazer Stanley,
Kolpurath House, Chittoor
2. Azuntha Joshy, wife of Joshy,
Kolarickal House, Vaduthala.



This document is typewritten:

This document is prepared by me : DAVID. PAUL,
Advocate,
Enrolment No.K/000869/1992
Door No. 39/6018
Ravipuram, Kochi -15



Corrections & Interlineations: Nil

K.C. CHACKO alias CHACKAPPAN
(VENDOR)



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