## SALE AGREEMENT

10/12/2023, This Deed of Sale Agreement executed on this the tenth day of December Two Thousand and Twenty Three executed between Mr.Vinod P Nediyedathu S/o Paul, Nediyedathu, Mathirappilly Desam, Kothamangalam Village, Kothamangalam Taluk stands as the 1<sup>st</sup> party and Mrs.Rajasree Mohan, D/o Mohanan C.B, Chathothu, Onakkoor Desam, Onakkoor P.O, Onakkoor Village, Muvattupuzha Taluk stands as the 2<sup>nd</sup> party.

The below described property extending 08.09 ares of land in Survey No.1328/3/5/10 of Kothamangalam Village in Kothamangalam Taluk along with the building therein obtained by the 1st party through the Settlement deed No.2224/2012 of Kothamangalam S.R.O. The Basic Tax of the property duly remitted as per the Thandapper Account No.25151 of Kothamangalam Village Office. Thus the above mentioned as well as the below scheduled property extending 08.09 ares of land and the building therein are hereby agreed to sell by the 1st party for a sale consideration of Rs.54,00,000/- (Rupees fifty four lakhs) only to the 2<sup>nd</sup> party and the 2<sup>nd</sup> party is also hereby agreed to purchase the said property for the above said sale consideration of Rs.54,00,000/- (Rupees fifty four lakhs) only. Up on above mentioned terms, the 2<sup>nd</sup> party already paid an amount of Rs.3,00,000/- (Rupees three lakhs) only as token advance at the time of agreed orally with the terms and conditions herein described on 10/10/2023 by way of cash and as per the assurances made by both the parties, the 2<sup>nd</sup> party hereby transferred an amount of Rs.12,00,000/- (Rupees twelve lakhs) only by way of Fund Transfer in to the Account No.626401523517 maintained by the 1st party with the ICICI Bank Ltd, Chinnakada Branch. Thus the 1st party received and satisfied the above mentioned amounts in total of Rs.15,00,000/- (Rupees fifteen lakhs) only as advance amount for the agreed sale consideration as stated above on purchase of the

scheduled properties. The 2<sup>nd</sup> party shall pay the balance sale consideration of the

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ea: ERNAKULAM DIST.
Kerala
Reg. No. 7052
Expiry Date: 02-11-2028

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Kothamangalam, Ernakulam Dist
Kerala State, India-686 691
Ph: 9447826209

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said property of Rs.39,00,000 /- (Rupees thirty nine lakhs) only on or before the 15<sup>th</sup> day of June 2024. Up on the receipt of the said balance sale consideration itself, the 1st party shall execute the sale deed or sale deeds of the scheduled property and the building therein in to the name of the 2<sup>nd</sup> party as agreed or in to the names of other person or persons as per the instructions of the 2<sup>nd</sup> party without any other right or claim or title or encumbrance or any type of charges or dues attached to any taxes over the property. The 1st party swears that the schedule property is free from all types of encumbrances and nobody has any manner of right or claim over the property. Moreover the 1st party has every right to execute this type of sale agreement as well as the right to receive the advance amount and also have every right to execute the proposed sale deed infavour of the 2<sup>nd</sup> party. That if the 1<sup>st</sup> party makes any hindrance or objection to register the sale deed or likewise, the 2<sup>nd</sup> party have every right to approach the appropriate court of Law, deposit the balance sale consideration or to take necessary steps to execute the Sale deed through the Court of Law and the 1st party have no manner of right to make any objection or hindrance over the same. If such a situation arises, the 2<sup>nd</sup> party has every right to obtain the losses, expenses and other charges from the 1st party and thus agreed the same by the 1st party also. Otherwise the 1st party is always ready and willing to hand over the same or to execute the proposed sale deed and the 2<sup>nd</sup> party not turned up for the payment of balance sale consideration or to the registration of the Sale deed within the stipulated time, the 1st party is never expected to agree the terms and conditions of this sale agreement or to register the property or to return the advance amount to the 2<sup>nd</sup> party and the 2<sup>nd</sup> party have no manner of right to ask or claim to return the advance amount or to execute the Sale deed, after the prescribed period of this Agreement. The 1st party shall expected to close all type of encumbrances or taxes or tax dues till the date of this Agreement

A Reperiod attached to the said property before the execution of the Sale deed at his

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expenses and responsibilities. Further the 1<sup>st</sup> party shall expected to clear and hand over the documents of the property, prior documents of the property covers up to the period of 30 years, non encumbrance certificate covering a period of 30 years, current land tax receipt, R.O.R with all other relevant documents of the property.

	SCHEDULE OF PROPERTY				
1.	Serial Number	1			
2.	District	Ernakulam			
3.	Sub District	Kothamangalam			
4.	Taluk	Kothamangalam			
5.	Village	Kothamangalam			
6.	Desam	Mathirappilly			
7.	Municipality	Kothamangalam			
8.	Re. Survey Block Number	Nil			
9.	Re. Survey Number	Nil			
10.	Re. Survey Sub Division Number	Nil			
11.	Old Survey Number	1328 1328			
12.	Old Survey Sub division Number	3/5/10/4 3/5/10/5			
13.	Area – Are , Square Meter	07.69 ares 40 square meters			
14.	Tenure of the property	Janmam, Sarkkarpattam, Dry land			
15.	Thandapper Account number of the Vendor	25151			
16.	Thandapper Account number of the Vendee	Nil			

## **DESCRIPTION OF THE PROPERTY**

A total extent of 08 ares 09 square meters of land and trees along with the residential building therein within the boundaries derived as the 07.69 ares

of land in Survey No.1328/3/5/10/4 and 40 square meters of land in Survey

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No.1328/3/5/10/5 respectively seen as per the Thandapper Account. The said property seen as the 08.10 ares of land as per the said Deed No.209/2012 derived from the 98 cents of land in Survey No.1328/3/5/10.

BOUNDARIES				
East	:	Property of Chembakamangalam family		
North	:	Municipal Road		
West	:	Pathway		
South	:	Property of James John		

Thus we both the parties hereby signed in the presence of the witnesses and the witnesses affixed their signatures before us also.

Ist Party

: Vinod P Nediyedathu

Sd/-

II<sup>nd</sup> Party

: Rajasree Mohan

Sd/-

Witnesses:

1. P.T Vijayakumar, Puthiyedathu, Mathirappilly

Sd/-

2. Ciji Vinod, Nediyedathu, Mathirappilly

Sd/-

This is a computer printed Agreement & Corrections Nil

Ist Party

: Vinod P Nediyedathu

Sd/-

II<sup>nd</sup> Party

AM DIST

: Rajasree Mohan

Sd/-

This is a Sale agreement prepared in Malayalam language of Kerala State on a stamp paper worth of Rs.100/- each of the Kothamangalm Stamp Vendor, Leela Rajan vide Nos.22506 and 22507 dated 10/12/2023 respectively purchased in the name of Rajasree Mohan, Chathothu, Onakkoor and translated by

me in English language

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