

पुदुच्चेरि PUDUCH MAR 2008

रे PUDUCHERRY புதுச்சேரி പുതുച്ചേരി పుదుచ్చేరి 00AA 610520

SALE DEED ST

STAMP VENDOR PONDIGHERRY.

Sale Consideration Rs. 4,00,000/-

Market Value Rs. 4,00,000

The Purchaser

THIS DEED OF SALE EXECUTED AT PONDICHERRY on this 24th day of March 2008.

BETWEEN 1. Mr. ZEROD RAJENDIRAN S/o Lakshmana Padayatchi @ Zerod lakshmanar aged about 67 years, 2. Mrs. AMBIGA W/o Zerod Rajendiran aged about 42 years, 3. Mr. MANOHARAN S/o Zerod Rajendiran aged about 36 years, 4. Mr. ARAVINDAN S/o Zerod Rajendiran aged about 34 years, and 5. Ms. SAHANA D/o Zerod Rajendiran aged about 19 years, also both residing at 38, School Street, Kizparikalpet, Bahoor Commune, Puducherry, ehereinafter referred to as "The Vendors" (which expression unless repugnant to the context or meaning hereof, shall mean to include their heirs, legal representatives, executors and assigns);

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AND M/S. SRI GANESH EDUCATIONAL TRUST (with PAN AAGTS 2008 represented by its Managing Trustee Mr. S.Selvamani S/o K.Sarangapani aged about 53 years having its office at No.368, 2nd Floor, Anna Salai, Pondicherry-605 001 hereinafter referred to as "The Purchaser" (which expression unless repugnant to the context or meaning hereof, shall mean to include its successor in office, legal representatives, executors and assigns).

WHEREAS the immovable property situate in Parikalpet village in Bahoor Commune Panchayat, comprised in R.S.No.120/3. corresponding to Cad. Nos. 8/5/6/1, 8/5/6/2 and 8/5/6/3 with Patta No.284 measuring an extent of 0H-49A-50ca as per the Patta Extract (0H-46A-10ca or 0K-86k-11v as per document) was the subject matter of an irrevocable settlement deed dated 15.4.1959 made by one Lakshmana Padayatchi @ Zerod lakshmanan S/o Jagannatha Padayatchi and his wife Alameluammal @ Zerod Alameluammal and registered on 22.4.1959 in R.V. 246, No.81 in the then office of the Conservation Des Hypotheques, Pondicherry whereby the donors

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having retained life estate for themselves without right of seanation s e life estate to the st AMA party of the vendors and vested remainders to the children born to the latter.

WHEREAS the 1st party of the vendors married one Jayalakshmi D/o Rajaman Padayatchi on 29.11.1968 through whom the 3rd party and the 4th party of the vendors.

WHEREAS the said Jayalakshmi died intestate on 22.1.1988 and thereupon the 1st party of the vendors again married one Ambiga D/o Srinivasa Padayatchi on 23.3.1988 as his 2nd wife through whom the 5th party of the vendors and one Ezhisai Vallaban.

WHEREAS the 1st party of the vendors had however made a settlement in favour of the 2nd party of the vendors by the settlement deed dated 23.3.1988 and registered on 23.3.1988 in Book-1, Volume-353 as document No.306/1988 in the office of the Sub-Registrar, Bahoor, Pondicherry giving life estate to the 2nd party of the vendors and vested remainder to the children born through the 2nd party of the vendors.

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s) R. Sahana

The Purchaser

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WHEREAS the aforesaid settlement deed dated 23.5.0980 is the letter and AMAR the spirit of the settlement deed dated 15.4.1959 and further that the 1st party of the vendor lad 2008 only life estate, the aforesaid settlement deed dated 23.3.1988 could only transfer the right of estate given to the 1st party of the vendors by the settlement deed dated 15.4.1959, the 2nd party of the vendors would have only the life estate.

WHEREAS as per the terms of the settlement deed dated 15.4.1959 the 3rd, the 4th, the 5th party of the vendors and the said Ezhisai Vallaban, the minor son of the 1st and the 2nd party of the vendors have the vested remainders with the right of alienation.

WHEREAS the said property stands mutated in the name of the 1st party of the vendor.

WHEREAS having regard to the exigency in the family and the vendors are in need of money to meet their urgent family expenses, the 3rd, 4th and 5th party of the vendors have decided to sell together their 3/4th share of the said property which is more particularly described in the schedule hereto hereinafter referred to as "the scheduled property"

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WHEREAS the 1st and the 2nd party of the vendors have joined the other parties of the vendors in this sale deed to convey their life is fact in the schedule of property and there by convey a better and perfect title in favour of the purchaser.

WHEREAS the vendors are seized of and sufficiently entitled to the absolute ownership, possession and enjoyment of the scheduled property.

WHEREAS the vendors offered to sell the scheduled property for a consideration of Rs.4,00,000/- (Rupees Four Lakh only) and the purchaser accepted the said offer.

NOW THESE PRESENTS WITNESS AS FOLLOWS:

In consideration of the aforesaid premises and the payment of the sum of Rs.4,00,000/(Rupees Four lakhs only) by the purchaser to the vendors, the receipt whereof the vendors acknowledge by execution of these presents, the vendors hereby convey, transfer and assign by way of absolute sale the scheduled property to be owned, held, possessed and enjoyed by the

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purchaser now and for ever without any let or hindrance from the vendors or any one claiming through or under them.

THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. The vendors covenant with the purchaser that the scheduled property belongs to them absolutely and no one other than them has any right, title or interest whatsoever over the scheduled property.
- 2. The vendors covenant with the purchaser that they have absolute power and authority to convey and transfer the scheduled property and that they have not done, committed or executed any act or deed whereby the scheduled property was or has been encumbered in the estate, title or otherwise or whereby the vendors have been prevented from conveying the scheduled property to the purchaser.
- 3. The vendors covenant with the purchaser that there are no suits, appeals or any other legal proceeding pending in any court affecting the title of the scheduled property and

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that there are no land acquisition proceedings, attachments, proclamations of orders preventing its transfer, conveyance and alienation.

- 4. The vendors covenant with the purchaser that there is no prior agreement to sell the scheduled property entered by the vendors with any other person subsisting as on date.
- 5. The vendors covenant with the purchaser that the scheduled property has not been mortgaged in any form, offered as security and the scheduled property is free from all encumbrances.
- 6. The vendors covenant with the purchaser that they shall indemnify the purchaser against all losses and damages that the purchaser may sustain by reason of any defect in the title of the scheduled property or any of the covenants given by the vendors being proved to be incorrect or false.
- 7. The vendors covenant with the purchaser that they have paid all assessments, taxes and other outgoings up to date payable to the government, municipal body or any statutory authority.

The Vendors

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- The vendors hereby undertake that they and all persons lawfully and equitable claiming through the vendors shall from time to time and at all times hereafter do execute and register or cause to be done, executed or registered all such acts, deeds or things for more perfectly assuring the title of the scheduled property and every part thereof to the purchaser by way of absolute sale.
- 9. The vendors consent to the purchaser to the mutation of the name of the purchaser in respect of the scheduled property hereby sold in the registers and records maintained by the various departments of the government and agree to render to the purchaser all assistance required for getting such mutation made in favour of the purchaser.
- 10. The purchaser covenants with the vendors that it shall pay all assessments, taxes and other outgoings relating to the scheduled property sold to it from this date.

The Vendors

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The Purchaser

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Schedule of Property

Pondicherry Registry-Bahoor sub-Registry - Bahoor Commune Panchayat - Village 79 - Parikalpet Revenue Village - Wetland - R.S.No. 120/3 - Cad. Nos. 8/5/6/1, 8/5/6/2 and 8/5/6/3 with Patta No.284 measuring an extent of 0H-49A-50ca as per the Patta Extract (0H-46A-10ca or 0K-86k-11v as per document) - Boundaries : North of the land of Sri Ganesh Educational Trust, South of Uchimedu boarder, East of the land of Sri Ganesh Educational Trust, and West of the land of Balasubramania Chettiar. Of this the share of the vendors being an extent of 0H-38A-35ca or 0K-71k-10v.

The Purchaser

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In witness whereof the vendors and the purchaser have set their respective hands and seal to these presents on the day, the month and the year first herein above written.

The Vendors

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Witnesses:

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Prepared by: G. Srinivasan, 495, Kamaraj Salai, Puducherry, Licence No. 248.

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