



SALE DEED

5th DAY THIS DEED OF SALE IS EXECUTED AT AVADI ON THIS THE OF AUGUST, 2005,

1) Mr. R. KUPPAN, S/o Late E. Rama Niacker, aged about 53 years

2) Mr. A.R.R. HARI MURUGHAN,

S/o E. Rama Naicker,

Aged about 43 years, both residing at No.5/18, Karunigar Street, Paruthi Pattu Village, Chennai -600 071, of the First Part herein after referred to as the VENDORS (which expression shall, wherever the context so admits, means and includes their respective, legal representatives, heirs, executors, administrators and assigns).

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TO AND INFAVOUR OF

M/s. Central Government Employees Welfare Housing Organisation, a Society registered under the Societies Registration Act XXI of 1860 having its registered office at 6th Floor, A-Wing, Janpath Bhawan, Janpath Lane, New Delhi-110 001 and represented by its Project Manager, Col.K.S.Muthukrishnan, SC, S/o Late M.Shivaraman, aged about 58 years, residing at "Sapper Arcade", No.1, 1st Cross Street, Ramappa Nagar, Perungudi, Chennai-600 096, herein after referred to as the PURCHASER which expression shall wherever the context so admits, mean and include its successors in title, executors, administrators and assigns etc.

WHEREAS the property measuring Ac.2.02 cents comprised in S.No.s.6 612/2B and 612/1B in Paruthi pattu Village, Sri PerumbudurTaluk of Tiruvallur District morefully described in the schedule hereunder was the property of one Elumalai Naicker:

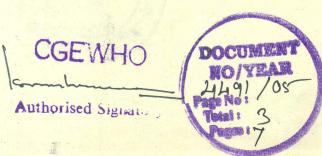
WHEREAS he died leaving behind him, as his legal heirs, his son E. Rama Naicker, father of the Vendors herein, and his 3 brothers one sister, each inheriting 1 / 5th undivided share in the said property: And

WHEREAS the said E. Rama Naicker purchased the 4 / 5ths undivided shares of his 3 brothers and sister under four different Sale Deeds, namely:

- 1) Dated 22.12.1977, registered as Doc. No.576 of 1977 at SRO, Poonamallee,
- 2) Dated 12.9.1975 registered as Doc. No.2303of 1975 at SRO, Poonamallee,
- 3) Dated 12.9.1975 registered as Doc. No.2302of 1975 at SRO, Poonamallee and
- 4) Dated 12.9.1972 registered as Doc. No.2374 of 1972 at SRO, Poonamallee, each conveying 1/5th share, to him and thus became the sole owner of the schedule mentioned property: And

WHEREAS the said E. Rama Naicker obtained Patta also in his name in respect of them, was paying taxes to the Government and was in absolute possession and enjoyment of the property; And

WHEREAS the said E. Rama Naicker died on 12.3.1988 and his wife Rajammal also died on 3.12.1999, leaving behind, the Vendors herein, their S. Sakunthala, alias Saroja, w/o Sahadevan, Mrs. B. sisters, namely, Tamilarasi, w/o Bala Krishnan and Mrs. A. Rukmani, w/o Anand Sayaram, and the son of the said E. Rama Naicker, through the First wife, namely Mr. R. Gopala Krishnan, as the legal heirs to survive to the estate; And



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WHEREAS there was a Oral Family Arrangement among the Vendors herein, their sisters, and the son of the said E. Rama Naicker, through the First wife, namely Mr. R. Gopala Krishnan, on 19-12-1999, in which all of them agreed, inter alia, that the items No 1 and 2 in the Schedule hereunder, should be taken by the 1st Vendor and the Item No.3 in the Schedule hereunder should be taken by the 2nd Vendor, which Family Arrangement was acted upon and accordingly they had taken possession of their respective properties and have been in possession and enjoyment there of as their individual properties; And

WHEREAS the two Vendors herein, in order to meet certain urgent expenses of their families, borrowed from their said brother and sisters, and to repay the said debts, meet certain other debts and for better investment of the remaining funds, offered to sell the schedule lands, free from all encumbrances, and the Purchaser agreed to purchase it: And

WHEREAS the Vendors requested the Purchasers to discharge their debts to their sisters and brother by making payment to them by separate Demand Drafts and that the Vendors would treat such payments as and towards the Sale Consideration paid to the Vendors: And The vendors offered Bell the Scheduled mentioned Property at a Bale consideration of Rolled Mentioned Property at a Bale consideration of NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

In pursuance of the above said consideration of the sum of Rs.40,40,000/-(Rupees Forty Lakhs and Forty Thousands only) paid to the Vendors in the following manner:

- a) the sum of Rs.13,00,000 /- (Rupees Thirteen Lakhs only) by two Demand drafts, both drawn on Canara Bank,
 - i) No. 315755 for the sum of Rs.8,00,000/- and
 - ii) No. 315751 for the sum of Rs.5,00,000/-, to the 1st Vendor,
- b) the sum of Rs. 13,40,000 /- (Rupees Thirteen Lakhs and Forty Thousands only) by two Demand drafts, both drawn on Canara Bank,
 - i) No. 312384 for the sum of Rs.8,00,000/- and
 - ii) No. 315749 for the sum of Rs.5,40,000/-, to the 2nd Vendor,
- c) the sum of Rs. 3,00,000 /- (Rupees Three Lakhs only) by a Demand draft No. 315752 drawn on Canara Bank to S. Sakunthala, alias Saroja,
- d) the sum of Rs. 3,00,000 /- (Rupees Three Lakhs only) by a Demand draft No. 315753 drawn on Canara Bank to Mrs. B. Tamilarasi,
- e) the sum of Rs.3,00,000 /- (Rupees Three Lakhs only) by a Demand draft No. 315754 drawn on Canara Bank to Mrs. A. Rukmani, and
- f) the sum of Rs.5,00,000 /- (Rupees Five Lakhs only) by a Demand draft No. 315750 drawn on Canara Bank to Mr. R. Gopala Krishnan,

Authorised Signatory

1. K.) Cuppor 2. Ara Hin Monofler the receipt of which total sum of Rs.40,40,000/- as stated supra, the Vendors do hereby acknowledge and admit and acquit the Purchaser from further payment, the Vendors do hereby grant, convey, assign, transfer and sell unto the Purchaser, all that land of the extent of Ac.2.02 cents comprised in S. Nos.611/2, 612/2B and 612/1B in Paruthipattu Village, Sriperumbudur Taluk, Tiruvallur District, fully described in the Schedule hereunder, together with all trees, fences, hedges, ditches, ways, water courses, liberties, privileges, easements and appurtenances thereto or usually held or occupied therein or reputed to belong to or appurtenant thereto and all the estate, rights, title, interest, claim and demand whatsoever of the Vendors, in and to the said property hereby sold, granted and conveyed and every part thereof, unto the Purchaser, TO HAVE AND TO HOLD the said property, FOREVER AND ABSOLUTELY;

- 2) the Vendors have today, delivered the original title deeds in their favour and copies of other relevant documents, and the physical possession of the property to the Purchaser and the Purchaser is at liberty to enjoy the same in any manner without any let or hindrance from the Vendors or any other person or persons under them, free from all encumbrances, made, occasioned or suffered by the Vendors or any other person;
- 3) The Vendors hereby specifically covenant with the Purchaser that :
- a) The Vendors are the only, absolute and full owners of the schedule mentioned property with full and absolute right to convey the property and that no other person has any right therein;
- b) The Vendors have good, marketable and subsisting title to convey the property;
- the property is free from any defect in title and if any defect in title is found or the Purchaser is put to any loss by reasons of any defect in title, the Vendors shall indemnify the Purchaser from all losses not only personally but also from their other properties and/or pay the Purchaser the Current value of the property in case the Purchaser is deprived of the property.
- There are no charges, Encumbrances, claims, any proceedings under Land Acquisition Act or Urban Land Ceiling Act or any Court proceedings or attachments of any kind in respect of the property hereby conveyed, nor the property has been given as security before any court or other authority and No latent or patent defects whatsoever, and if the Purchaser is put to any loss by reason of the above or other similar reasons, the Vendors shall indemnify the Purchaser and if the Purchaser is deprived of the property, the Vendors shall pay the Purchaser the

Current price of the property. CGE NHO

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- No tax. Kist or payment is due in respect of the property and the Vendors e) undertake to pay if any dues are found.
- The Vendors and their heirs, shall, from time to time and at all times f) thereafter, do and execute and cause to be done or executed, all such acts, deeds or things whatsoever for further and morefully assuring the title to the said property to the Purchaser or their legal heirs etc., and for better enjoyment thereof;
- The Vendors keep the Purchaser indemnified against all losses, costs, g) damages which the Purchaser may suffer or incur or put to any time by reason of eviction, interruption, claim or demand whatsoever by person or persons claiming through or under the Vendors.
- h) The Vendors have not done any act, deed or thing whereby the Vendors are prevented from transferring the schedule mentioned property or executing this Deed of Sale;
- i) The Vendors shall reimburse all the losses or expenses of the Purchaser in the event of anybody impugning the sale of the property.
- j) The Vendors shall take all the steps necessary for enjoyment of the property by the Purchaser, also for mutation of the name of the owner in revenue and other records.

SCHEDULE

ALL THAT Nanja agricultural land of the extent of Ac 2.02 cents in the following Survey Number in Paruthi Pattu Village, Stiperunibudur Taluk, (formerly Chengalpattu District now) Thiruvallur District:

ITEM No1:-

An extent of 0.23 acres in S. No.611/2 bounded on the:

North By: S. No.484

South By: S. No.609

East By : S.No.610

West By : S. No.612

ITEM No. 2:-

An extent of 0.77 acres in S. No.612/2B, bounded on the:

North By: Samy Naicker's land,

South By: Narasimachari's land,

East By : S. No.611/2 and

West By : Elumalai Naicker's land.

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ITEM No. 3:-

An extent of 1.02 acres in S. No.612/1B, bounded on the:

North By: Elumalai Naicker's land,

South By: Elumalai Naicker's land,

East By : Pond and

West By : Elumalai Naicker's land,

In all 2.02 acres of agricultural land and situate within the Sub Registration District of Avadi and Registration District of Madras.

The present market value of the property is Rs. 4040000

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS SALE DEED ON THIS THE 5th DAY OF AUGUST, 2005, In the presence of

Witnesses:

1. R. Myssi 2. Apr Hi Mongle

Vendors

2) 1 c. 1 (c. 1 /2) (14. 1407HANDAPANI) 2110, 23 rd S1., JP Estate. AVADI.

Authors

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