

74 3174 5000Rs.



THIS DEED OF SALE is executed on this the Eighteenth day of July One thousand Nine hundred and Ninetysix (18-07-1996) by (1) ANTONY BROWN, Business, aged Twentyeight (28) years, Son of Sri. Jose Vijayan and (2) VICTORIA ANTONY, Swastham, aged Seventy-seven (77) years, Wife of Late Sri. K.A Antony, both residing at Kacheripadickal Kattunilathu, Banerji Road, Thrikkannarvattom Desom, Ernakulam Village, Kanayannur Taluk of Ernakulam District hereinafter collectively called the "VENDORS" and individually called as 'First Vendor' and 'Second Vendor' respectively; which expression shall wherever the context so requires include their heirs, executors administrators, attorneys and assigns on the one part;

- 1. ANTONY BROWN *[Signature]*
- 2. VICTORIA ANTONY *[Signature]*

(VENDORS)

Sale 40000/-
 Fee 8000
 TR 5
 ASK 3
 Date 18/07/96
 ST 54000
 CC



11-7-96 100/- Vijaya Commercial Credit Limited
5,000/- K.R.R. Road, Mangalore - 575 003
represented by its Managing Director
& Chairman Sri. D.K. Shetty.

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in Vadukhala. Proceeded at the residence of the applicant XLV/206
at 5.30 P.M. on 18th July 1996. and a fee of Rs. 8018/-

paid by

Victoria Antony

Victoria

resident of Kachurapadi Kalathur Nilakki.

18th July 1996

AVL Jayasudhan
Subramanian

Execution admitted by at XLV/206 in Vadukhala

by

1) Victoria Antony

Victoria

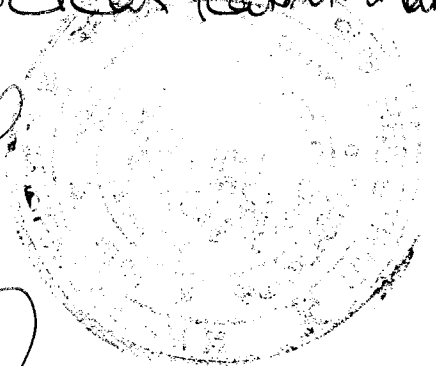
Mo. KA Antony
Subramanian

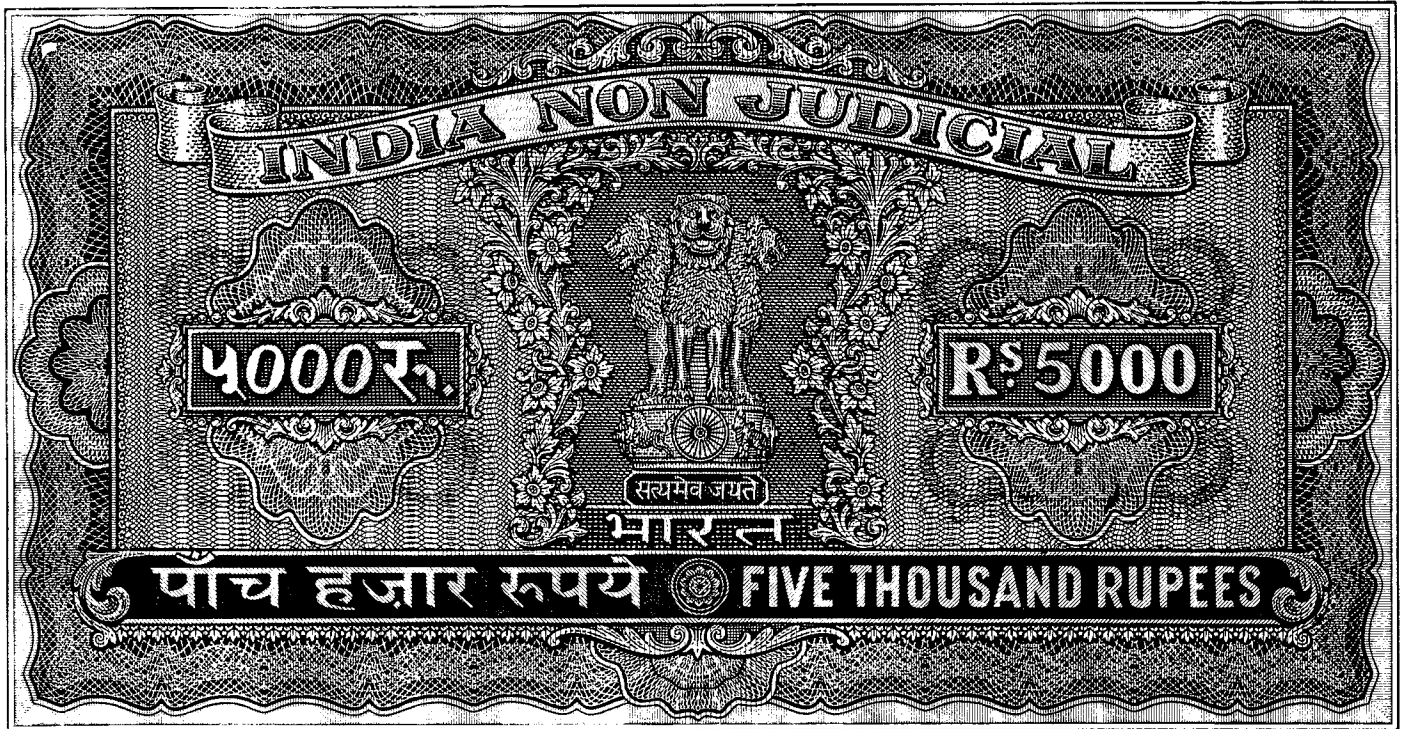
resident of Kachurapadi Kalathur Nilakki.

Trunkan aravattam

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TO AND IN FAVOUR OF

M/s. Vijaya Commercial Credit Limited, a company registered under the provisions of Indian Companies Act, 1956 having its registered office at S.R.S. Home Commercial Complex, K.R.R. Road, Mangalore-575 003, Mangalore Village, Mangalore District, Karnataka State and administration office at Centenary Building, 28, M.G. Road, Bangalore-560 001, Bangalore Village, Bangalore District, Karnataka State, represented by its Managing Director and Chairman, Sri, A.K. Shetty, aged Fiftyseven (57) years, Son of late Sri. A. Gopal Shetty, residing at 209, 3rd Cross, 1st Block, Koramangalam, Bangalore Village, Bangalore District, Karnataka State hereinafter called the "PURCHASER" (which expression shall wherever the context so requires include its successors, executors, administrators and assigns) on the other part.


1. ANTONY BROWN

2. VICTORIA ANTONY

(VENDORS)

11-7-96
5,000/-


M/s. Vijaya Commercial Credit Limited
K.R.R. Road, Mangalore - 575 003
represented by its Managing Director
& Chairman Sri. D.K. Shetty.

29 Anthony Brown 
S/o. Jose Vijayan
Bonning
President of the above, Do.

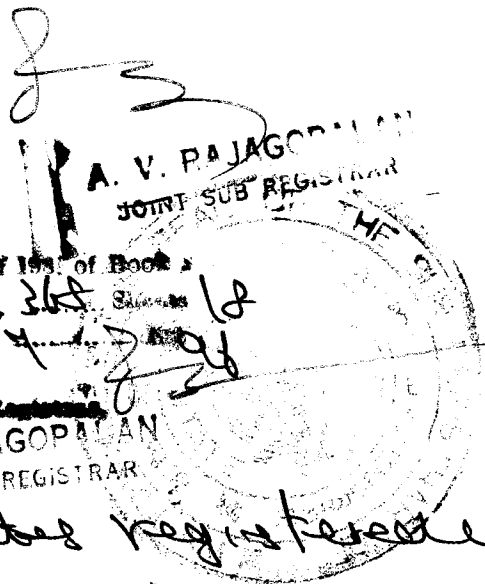


IDENTIFIED BY

1. Mable Jos ~~is~~ wife of Jos Vijayan House wife
Kulluvil Thonkanavatham

2. K.R. Prathesh  Rajamani, Clerk, No 419
Kadavathora.

18th July 1996



Number of duplicates registered with
the original
to be



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WHEREAS Sri. Antony Brown first Vendor is the absolute owner in possession of the property having an extent of 12.750 cents in Sy. No.301/2 of Ernakulam Village as per registered Will No.92 of 1982 of Sub Registry Office, Ernakulam executed by late Antony, grand father of first Vendor and letters of Administration dated 8-2-1990 in O.P. No.245 of 1989 of the District Court, Ernakulam.

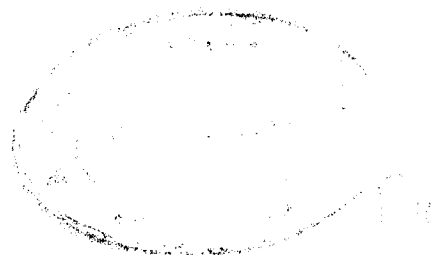
WHEREAS Smt. VICTORIA ANTONY, Second Vendor is the absolute owner in possession of the property having an extent of 18.00 Cents in Sy. No.301/2 of Ernakulam Village as per Settlement Deed No.1574 of 1979 of Ernakulam Sub Registry Office executed by her late husband Antony.

WHEREAS both the above properties together with an extent of 30.750 Cents are contiguous and lying adjacent to each other

1. ANTONY BROWN

2. VICTORIA ANTONY

(VENDORS)



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5,000/-

M/s. Vijaya Commercial Credit Limited
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facing Banerji Road and described as a single plot in Schedule 'A' hereunder;

AND WHEREAS the Vendors together entered into an agreement with M/s. Yesoram Construction Company to develop the said property by constructing a multi-storeyed building complex thereon known as 'VICTORIA TOWERS' consisting of exclusive shop rooms, office spaces, common areas such as passages, reception, electrical, transformer rooms, staircases, and other common facilities to be put up at the cost and expenses and requests of the persons who are intending to acquire requisite undivided interest/shares of the said land of 30.750 Cents in extend more particularly described in Schedule 'A' hereunder, so as to enable them to construct, shop rooms/ office spaces etc. in their own land. The land owners and builders together got necessary permits and other sanctions from competent authority as per approved plan for construction of the said building complex.

1. ANTONY BROWN

2. VICTORIA ANTONY

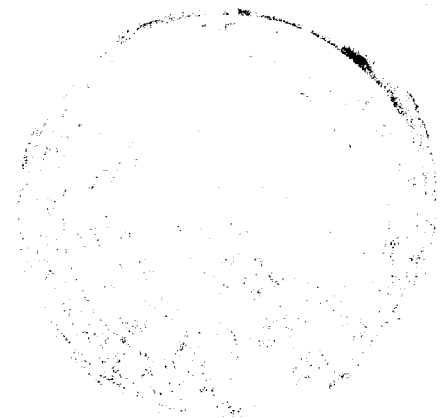
(VENDORS)

Victoria

11-7-96
5,000/-

to/s. Vijaya Commercial Credit Limited
K.R.R. Road, Mangalore - 575 003.
represented by its Managing Director
& Chairman Sri. A.K. Shetty,

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AND WHEREAS the Vendors together agree to sell and the purchaser desirous of constructing office space in the said complex has agreed to purchase 2.22% of undivided share/interest in all that lands more particularly described in schedule 'A' hereunder together with the right to construct office space with a carpet area of 1100 square feet in the second floor in the approved plan in the said complex at the cost and expenses of the purchaser to the extent as described in schedule 'B' hereunder.

AND WHEREAS in pursuance of the aforesaid agreement the purchaser has partially completed the construction of the 'B' schedule building at the purchaser's expenses as the purchaser's asset.

NOW THIS DEED WITNESSES as follows:

In pursuance of the said agreement and in consideration of a total sale price of Rs.4,00,000/- (Rupees Four lakhs only) paid

1. ANTONY BROWN *Antony Brown*
2. VICTORIA ANTONY *Victoria Antony*

(VENDORS)

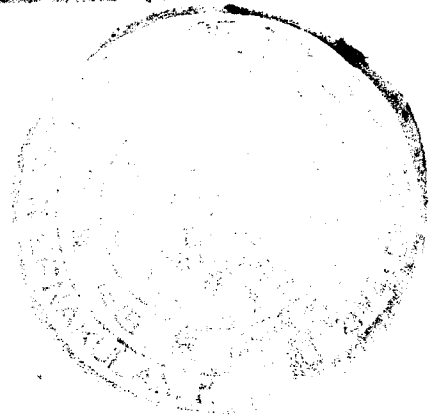
No. 779

11-7-96
5,000/-

M/s. Vyaya Commercial Credit Limited
K.R.R. Road, Mangalore - 575 003..
represented by its managing Director
& chairman Sri A.K. Shetty.

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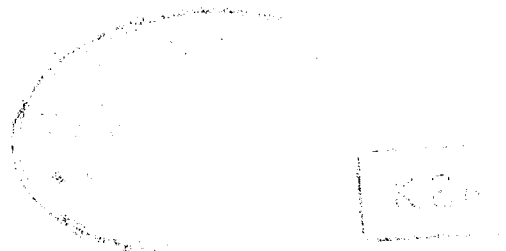
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by the purchaser to the Vendors the receipt of which payment the Vendors do hereby admit and acknowledge as the entire sale consideration due under this deed and thus FULLY SATISFIED, the vendors together hereby transfer and convey unto the purchaser by way of absolute sale UNDIVIDED SHARE/INTEREST in all that lands having an extent of 30.750 Cents and more particularly described in the Schedule 'A' hereunder written to the extent as specified in Schedule 'B' hereunder together with all easements and other similar rights appurtenant thereto along with the right to construct office space admeasuring 1100 sq.ft. (including shares in the common facilities appurtenant thereto) in the 'VICTORIA TOWERS' in accordance with the approved plan of the Corporation of Kochi and the purchaser shall hereafter hold the undivided interest/share of the Schedule 'A' land as specified in Schedule 'B' along with

1. ANTONY BROWN

2. VICTORIA ANTONY

(VENDORS)



11-7-96
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K.R.R. Road, Mangalore - 575 003.
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& Chairman Sri D.K. Shetty.

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the other co-owners and co-sharers of the properties subject to the condition that the Vendors have the right to utilise or deal with or dispose of the remaining undivided shares/interests without the consent or concurrence of the purchaser and to construct other structures in the open space available around the building if permitted by the competent authority.

THE VENDORS HEREBY JOINTLY AND SEVERALLY ASSURE THE PURCHASER AND COVENANT:

1. That the property described in the Schedule 'A' hereunder is completely free from mortgage, charge, lien, lease, attachment, suit, arrears of taxes and other dues, claims of workers and other persons, proceedings under the Kerala Land Reforms Act, Land Acquisition Act and other encumbrances and impediments whatsoever.

1. ANTONY BROWN *[Signature]*

2. VICTORIA ANTONY

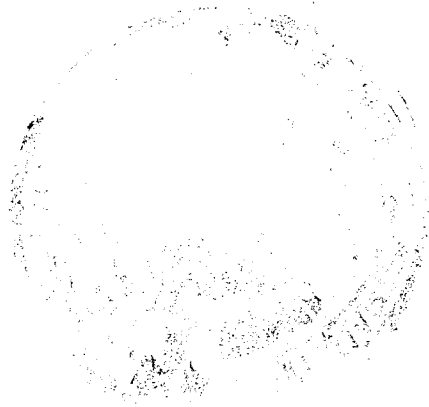
(VENDORS) *[Signature]*

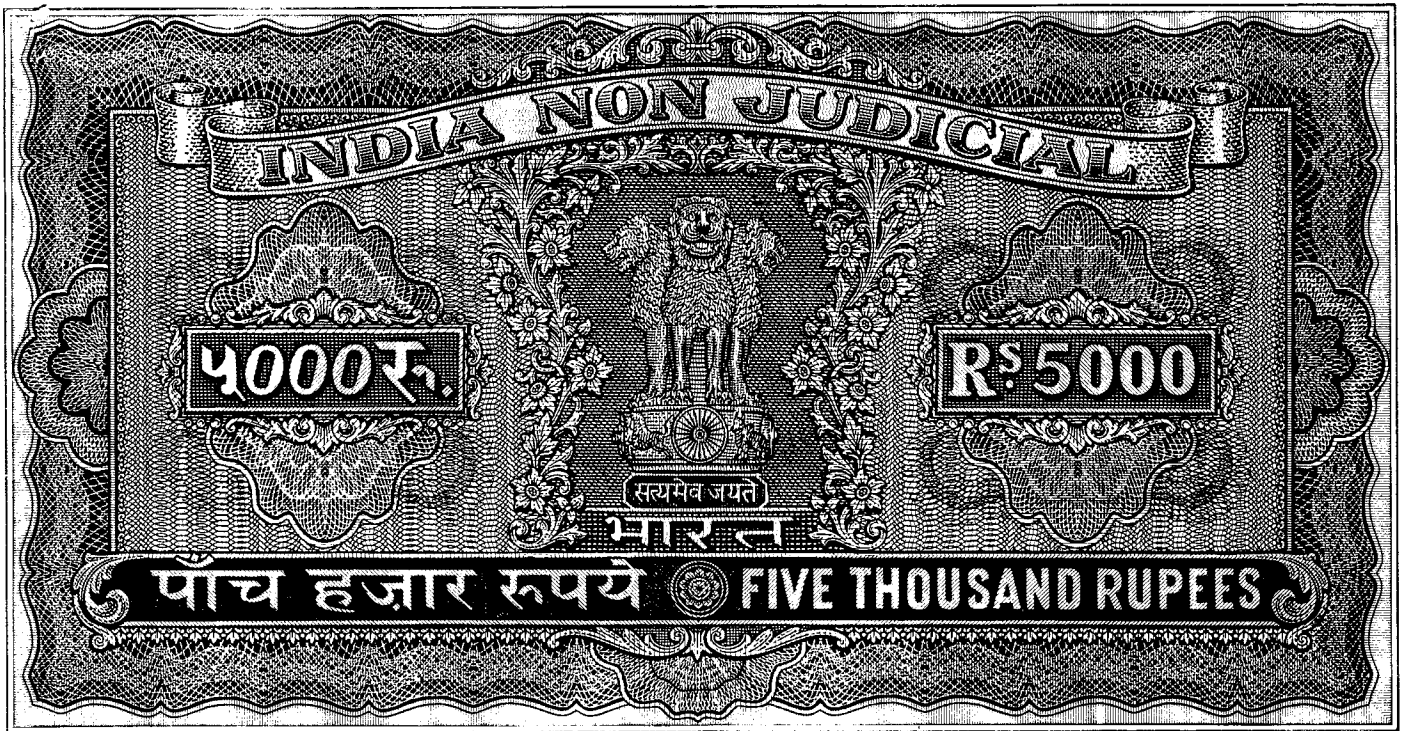
11-7-96
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2. That the Vendors or their family never owned or possessed lands in excess of the ceiling area fixed by the Kerala Land Reforms Act as amended upto date and that the said property was never treated as excess land under the said Act.

3. That the purchaser shall be at full liberty to apply for mutation of names in the registers and records of land revenue, Corporation of Kochi, G.C.D.A., Electricity Board and other authorities, and obtain grant of patta or other confirmation of title in the name of the purchaser with respect to the undivided share in the land hereby conveyed as well as the proposed construction at the cost and expenses of the purchaser in Schedule 'A'.

4. That the purchaser shall pay all taxes and other dues with respect to the extent of undivided share/interest of Schedule 'A' land and also for the proposed shop room construction and the

1. ANTONY BROWN *Antony Brown*

2. VICTORIA ANTONY

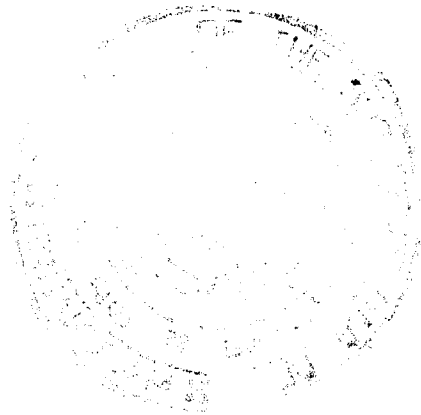
(VENDORS) *Victoria Antony*



11-7-96
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M/s. Vijaya Commercial Credit
Limited, K.R.R. Road, Mangalore-575003
represented by its Managing
Director & Chairman Sai. D.K. Shetty.

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purchaser shall not claim any share, right, interest, or profit in the remaining undivided share/interest in the Schedule 'A' land and other shop room/office spaces etc. to be constructed thereon.

5. That there is no liability on the property by way of Gift Tax, Income Tax, Estate Duty, Land Tax, Property Tax, or any other liability or charge of any nature.

6. That the vendors shall at all times hereafter at the cost and request of the purchaser execute, do or cause to be done or executed all such further acts, deeds, assurances and things as may be necessary or expedient for the further and better assuring of the said property and vest the same with the purchaser.

7. The Vendors further covenant and agree with the purchaser that the Vendors shall at all times indemnify and keep the purchaser indemnified against all claims, debts, damages and

1. ANTONY BROWN *Antony Brown*

2. VICTORIA ANTONY
(VENDORS) *Victoria Antony*

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& Chairman Sri. D.K. Shetty.

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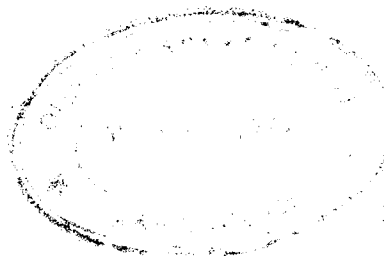
losses, interest, costs and expenses incurred or sustained by the purchaser by reason of any recital, averment, covenant, declaration or any of them in these presents contain proving or being found to be incorrect or incomplete or is not performed or observed by the Vendors or if any right or privilege or easements herein mentioned is obstructed by the Vendors or any person claiming under them.

8. That the Vendors shall provide for perusal all title deeds relating to the property retained with them at the request of the purchaser or its nominee at all reasonable times. Provided always that the Vendors or persons claiming through, under or in trust for the Vendors shall have the right to enforce the stipulation contained in the schedule hereunder.

1. ANTONY BROWN *[Signature]*

2. VICTORIA ANTONY *[Signature]*

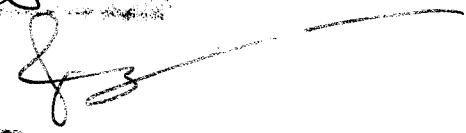
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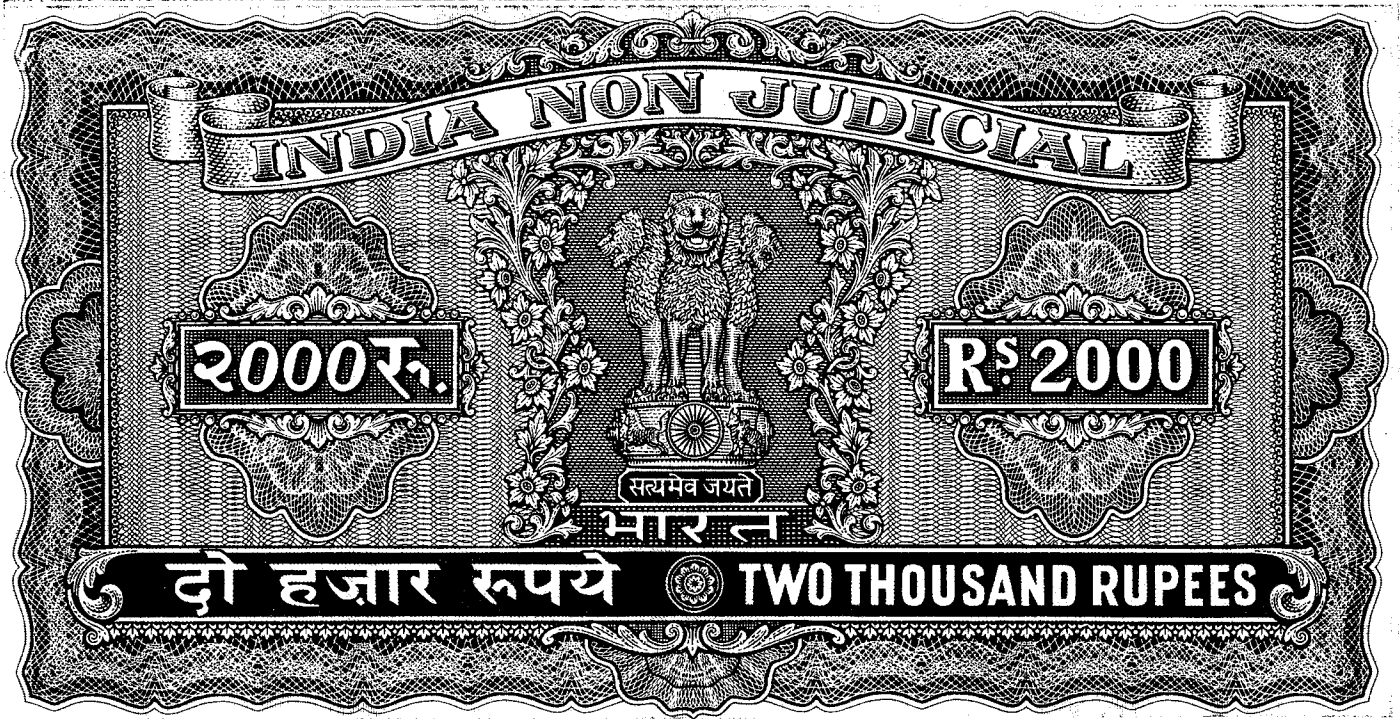


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M/s. Vyaya Commercial Credit Limited,
K.R.R. Road, Mangalore - 575 003
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SCHEDULE 'A'

District : Ernakulam
 Sub District : Ernakulam
 Taluk : Kanayannur
 Local Limit : Kochi Corporation
 Firka : Ernakulam
 Village : Ernakulam
 Desom : Thrikkanarvattom
 Tenure : Cheranelloor Kartha Vaka Kanam
 Sy & Sub Divn. No. : 301/2 (Three hundred and one/Two)
 Extent(In Cents):30.750 (Thirty Cents and seven hundred and fifty sq.links)
 (In Ares) :12.44 (Twelve Ares and Fortyfour sq.Mts)

1. ANTONY BROWN

2. VICTORIA ANTONY

(VENDORS)

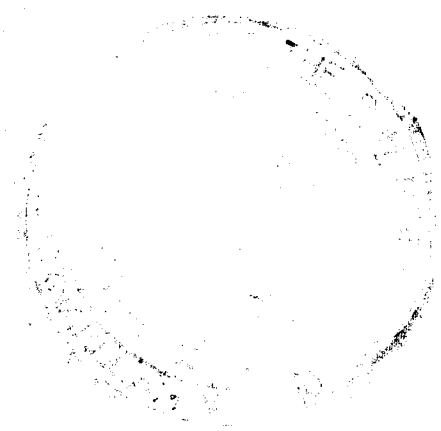
No.
To
Date
to
from

11-7-96
2,000/-

M/s. Vijaya Commercial Credit
Limited, K.R.R. Road, Mangalore-575003.
represented by its managing
Director & Chairman Sri. A.K. Shetty.

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DESCRIPTION

All that piece and parcel of land admeasuring Twelve Ares and Fortyfour sq.Mts (30.750 Cents) in Sy.No.301/2 of Ernakulam Village obtained as per Will No.92 of 1982 and Settlement Deed No.3574 of 1979 of Ernakulam Sub Registry Office.

BOUNDARIES

East	:	Kattunilathu Parambu
South	:	Banerji Road
West	:	Kattunilathu Parambu
North	:	Kattunilathu Parambu

SCHEDULE 'B'

2.22% undivided share/interest of the scheduled land above with all the rights to construct subject to therestrictions

1. ANTONY BROWN 2. VICTORIA ANTONY 

(VENDORS)

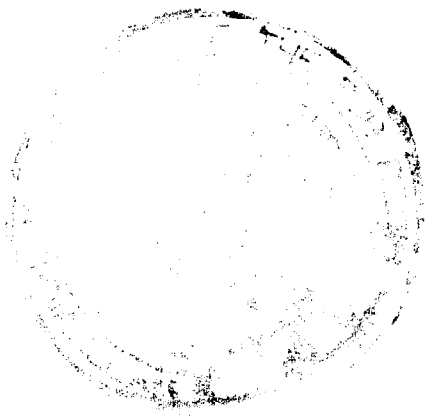


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2000/-

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M/s. Vijaya Commercial Credit
Limited, K.R.R. Road, Mangalore-575003
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& Chairman Sri. D.K. Shetty.

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herein contained the office space admeasuring 1100 square feet area in the 2nd floor being constructed at the costs and expenses of the purchaser in the building complex known as 'VICTORIA TOWERS' duly sanctioned by the Corporation of Cochin with the right to hold and enjoy along with all common rights and easements appurtenant to the said undivided interest absolutely.

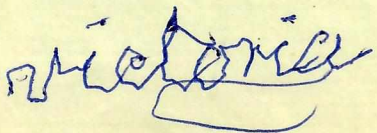
SCHEDULE 'C'

Restrictions on the rights of the purchser :

The purchaser shall to bind itself, its successors in interest, heirs, representatives and assigns with the consideration of promoting and protecting its rights as the owner of the construction and in consideration of the owners of other undivided interest in the property described in schedule 'A' hereto, hereby covenants:

1. Not to raise any construction in addition to that mentioned in schedule 'B' hereto.
2. Not to use or permit the use of the construction referred to in a manner which would diminish the value or utility of pipes, cisterns and the like common amenities provided in the property described in schedule 'A' above or in any construction made thereon.
3. Not to use the space inthe land described in schedule 'A' above left open after the construction referred to 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 other parts of the land described in schedule 'A' hereto.

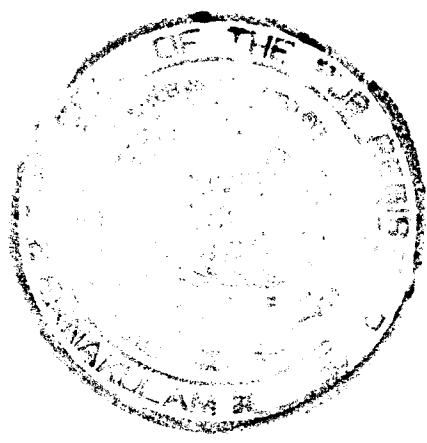
1. ANTONY BROWN 

2. VICTORIA ANTONY 

(VENDORS)

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4. Not to default in the payment of any taxes or levies to be shared by the owners of the construction thereon or of any specified part thereof.

5: Not to decorate the exterior of the building to be constructed for the purchaser otherwise than in a manner agreed to by a majority of owners of the construction in the land described in schedule 'A' hereto.

6. Not to make any arrangements for the maintenance of the buildings referred to and for ensuring the common amenities therein for the benefit of all concerned other than that agreed to by all other owners, and till and in default of such arrangements, by the Vendors.

7. Not to keep stock, displays of any wares or any other material in the corridors or in any place intended for common use.

8. Not to display any sign board advertisement board, or designs without the prior approval of the Vendors and in place not sanctioned by the Vendors.

9. Not to alter or change the existing name of the building 'VICTORIA TOWERS' in any manner.

SCHEDULE 'D'

Rights acknowledged by the purchaser :

1. Full right and liberty for the purchaser and all persons authorised or permitted by the purchaser (in common with all other persons, entitled or authorised to the like right) at all times by the day or by night and for all purposes to go, pass and repass the staircases and the passages inside and outside the buildings.

1. ANTONY BROWN

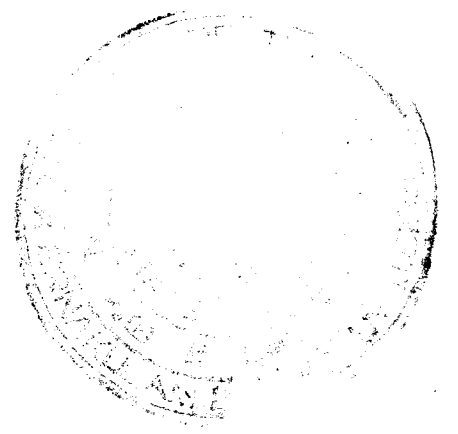


2. VICTORIA ANTONY



(VENDORS)

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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, by day and by night and for all purposes to go pass and repass over the land appurtenant to the building in the land described in the schedule 'A' hereto.

3. The right to subjacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and from the sides and roof thereof.

4. The free uninterrupted passage of running water, soil, gas and electricity, from and to the construction through the sewers, drains, and water courses, pipes and wires which now are or at any time hereafter be in, under or passing through the building or any part thereof.

5. Right of passage for the persons referred to supra in common with all other persons and their agents, licencees or workmen to the other parts of the building at all reasonable times, on notice to where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.

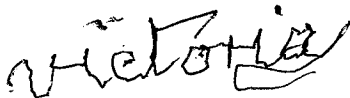
6. Right of passage for such persons, their agents or workmen to the other parts of the buildings at all reasonable times, on notice to enter into for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbances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

7. To lay cables or wires through common walls or passage for telephone, video or computer installations, respecting the equal right of the other purchasers.

1. ANTONY BROWN



2. VICTORIA ANTONY



(VENDORS)

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8. The right for the persons referred to supra in common with all other persons and their agents, licencees or workmen and others at all reasonable times on notice to enter into and upon other parts of the said building, for the purpose of repairing, maintaining, renewing, altering or rebuilding, giving subjacent or lateral support, shelter or protection to the construction therefore.

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

SCHEDULE 'E'

Purchaser's covenant:

The purchaser, in proportion of its share, along with other purchasers in the proportions of their shares, shall be deemed to have accepted the following conditions and to bear the following expenses:-

1. All lease rents, rates, taxes and outgoings payable in respect of the land described in the Schedule 'A' hereto.

2. The expenses of routine maintenance including painting, cleaning, gardening and the provisions of all common services to the building as set out below:

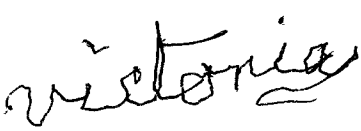
a) Maintenance of pump sets, generator, switch gear, sanitary, lift and electrical lines common to the building.

b) Replacement of Electrical and water charges for common services.

c) Payment of Electrical and water charges for common services.

d) Maintenance of landscaped gardens, planting and related fixtures.

1. ANTONY BROWN 

2. VICTORIA ANTONY
(VENDORS) 

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- e) The cost of security services for the building.
- f) The cost of upkeep of firefighting equipment and all related services.

3. Should the purchaser default payments due for any common expenses, benefits, or amenities, a majority of the purchasers, while carrying out the services as contemplated above, shall have the right to remove such common benefits or amenities from his enjoyment.

SCHEDULE 'F'

Vendors covenant:

The vendors hereby covenant with the purchaser as follows:-

1. That the vendor will require every persons, to whom they shall hereafter transfer, grant, lease or contract to construct any space in the said building, to covenant and to observe the restrictions set forth in the schedules above.

2. That the vendor and the assignees or lessees claiming under, through or in trust for the vendors for the building or any part thereof will always respect the rights of the purchaser mentioned in this Deed and in the Schedule 'D' in particular.

3. The vendor transferring, leasing or contracting to construct any flats hereafter shall faithfully follow the covenants herein contained and shall not confer any right reserved for the purchaser herein nor contracted to be shared by the purchaser herein.

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

First Vendor property is valued at Rs.1,80,000/-

Second Vendor property is valued at Rs.2,20,000/-

1. ANTONY BROWN

2. VICTORIA ANTONY

(VENDORS)

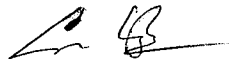
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IN WITNESS WHEREOF THE Vendors have caused their respective signatures to this Deed of Sale on the date and month first above written along with a duplicate thereof.


Signed by:

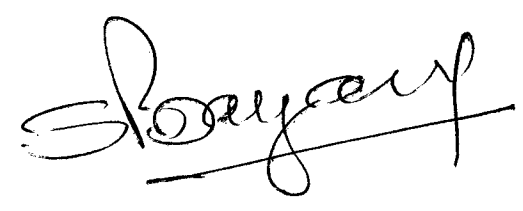
1. ANTONY BROWN 


2. VICTORIA ANTONY

(VENDORS) 

Witnesses:

1. Mohanan, S/o. Gopalan,
Valingaparambil,
Thrikkanarvattom Desom,
Ernakulam Village. 

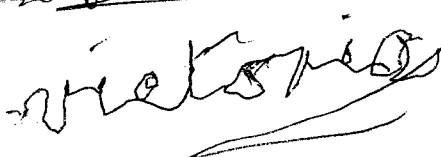
2. S.B. Dayananda Prabhu
Advocate, 'Anjali'
Veekshanam Road,
Thrikkanarvattom Desom
Ernakulam Village. 

Prepared by: S.R. Dayananda Prabhu, Advocate,
'Anjali', Veekshanam Road,
Ernakulam, Kochi-18. 

This document is typewritten.

Corrections : Nil.

1. ANTONY BROWN 

2. VICTORIA ANTONY 

(VENDORS)

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