

SALE DEED

THIS DEED OF SALE is made at ---- on this the ----- day of ---- Two Thousand and Twenty Four (--/--/2024) by;

M/s. MUTHOOT HOUSING AND INFRASTRUCTURE, (PANAAEFM2121Q, TAN : TVDM 00528D), Formerly known as M/s.Muthoot Builders, a partnership firm registered under the Indian Partnership act 1932 with registered office at Pearl Haven Muthoot, Opp. Women's College, Vazhuthacaud, Thiruvananthapuram – 695014 duly represented by its Managing Partner Mr. GEORGE JACOB MUTHOOT, Aadhaar No: 5810 0433 7723, PAN- ABVPJ5358A, S/o.LateM.George, aged 71 years, residing at, Muthoot House, TC 4/2515, Marappalam, Pattom.P.O, Pin - 695004,Kowdiar Village, Thiruvananthapuram Taluk and District, by virtue of Resolution dated 26/06/2023 passed by its Partners

hereinafter be referred to as the **VENDOR** (which expression shall, wherever the context so requires, mean and include respective heirs, successors-in-interest, legal representatives, executors, administrators and assigns)

TO AND IN FAVOUR OF

1.<<Name>>-----, PAN-----, Aadhaar Card No.-----, D/o -----, aged ---- (----) years, --- (profession), residing at House No.---- P.O., ---, Pin No.-----, --- Desom, --- Village, --- Taluk, --- District; hereinafter referred to as the **"PURCHASER"**, which expression shall wherever the context so permits include his/her/their heirs, executors, administrators, successors and assigns) on the other Part.

WHEREAS the First Party is the absolute owner and in possession of the property having an extent of **52.30 Ares** consists of 8.07 ares in Re Sy Block No.12, Re- Sy No. 449/15-3 of Ayiroopara Village by Virtue of Sale Deed No.74/1995 registered in Book No. 1, Volume 726, Pages 87 to 91 of Pothencode SRO,11.06 ares in Re Sy Block No. 12, Re- Sy No. 449/15-2 of Ayiroopara Village by Virtue of Sale Deed No. 136/1995 registered in Book No. 1, Volume 726, Pages 373 to 377 of Pothencode SRO,8.07 ares in Re Sy Block No. 12, Re- Sy No. 449/15-4 of Ayiroopara Village by Virtue of sale deed No. 75/1995 registered in Book No. 1, Volume 726



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Pages 93 to 97 of Pothencode SRO, 8.78 ares in Re Sy Block No. 12, Re- Sy No. 449/15-5 of Ayiroopara Village by Virtue of Sale Deed No. 137/1995 registered in Book No. 1, Volume 726, Pages 379 to 383 of Pothencode SRO, 8.07 ares in Re Sy Block No. 12, Re- Sy No. 449/15-6 of Ayiroopara Village by Virtue of Sale Deed No. 76/1995 registered in Book No. 1, Volume 726, Pages 99 to 103 of Pothencode SRO, And 8.33 ares in Re Sy Block No. 12, Re- Sy No. 449/15 of Ayiroopara Village by Virtue of Sale Deed No. 138/1995 registered in Book No. 1, Volume 726 Pages 385 to 389 of Pothencode SRO, now as per Village Records and Possession Certificate 8.25 ares in Re Sy Block No. 12, Re- Sy No. 449/15 of Ayiroopara Village.

Thus the **52.30 ares** of land is hereinafter referred to as the **“Schedule Property”**.

and that the same are free from all encumbrances, charges, liens, Court and revenue attachment proceedings or any other infirmities on title or authority for sale.

AND WHEREAS the Vendors have formulated a Scheme to develop the aforesaid **52.30 Ares** property by constructing a multi-storeyed residential apartment complex consisting of **Basement + Ground + 21 Floors** and obtained Building Permit No:58/2023 dated-15/02/2024 obtained from **Thiruvananthapuram Corporation**.

AND WHEREAS the Vendors and Builder **M/s ASSET HOMES PRIVATE LIMITED**, PAN Card No: AAFCA9386B, a company registered under the Companies Act 1956, having its corporate office at Asset Centrale, XV/246C, NH Bypass, Kundannur Junction, Maradu P.O., Ernakulam, Kochi-682304, represented by its Managing Director, **V.SUNIL KUMAR** (Adhaar : 3459 5572 4801) aged 55 (Fifty Five) years, Business, son of late Sri T V Vasudevan Pillai, residing at Bhuvan, No: 42, Tagore Nagar, Kadavanthra, Kochi 682020, Elamkulam Village, Kadavanthra Desom, Kanayannoor Taluk, Ernakulam District, have entered into a Joint Development Agreement registered as No. 1693/2024 registered in Book No: 1, Volume 1316 Pages 183 to 205 of Sub Registry Office Pothencode for the implementation of the scheme named as **“ASSET LEAF”**, as per the approved plan with appropriate variations as may be required during the construction, at its own cost and expenses and outgoing related to the construction, and has completed the construction of the Apartments with common facilities and amenities as per the Building Permit and approved



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Plans and Door Numbers are allotted to the apartments from **Thiruvananthapuram Corporation**

AND WHEREAS the Vendors have assured the PURCHASER/S that the said property 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, Revenue Recovery Act and other encumbrances and impediments whatever, and that the Vendors are the undisputed owners and in legal possession and enjoyment of the property.

AND WHEREAS the Vendors herein have offered to sell and the PURCHASER/S have agreed to purchase ----% undivided share, rights, title and interest in the Schedule A property, hereinafter referred to as "Schedule B" together with Apartment No. ---- in the ---- Floor having a super built-up area of approximately ---- **Square Meter (---- Sq.ft.)** along with right of one car parking in covered space in the ---- Floor allotted to the said apartment; (hereinafter referred to as the Schedule C property) alongwith the common facilities and amenities appurtenant to the Schedule C Apartment subject to the conditions and stipulations referred hereunder for total consideration of **Rs.----/- (Rupees ---- only)** of which **Rs.----/- (Rupees ---- only)** being the value of Schedule B undivided share of land and **Rs.----/- (Rupees ---- only)** being the value of the Schedule C Apartment exclusively for the PURCHASER/s alone and together with right of one car parking in covered space, free from all encumbrances. The Schedule B undivided share and Schedule C apartment with right of one car parking in covered space hereinafter jointly referred to as the 'Said Apartment Unit'.

AND WHEREAS as per Item 22 under 1st Schedule of Kerala Stamp Act, the value of the building also to be included as consideration, if the conveyance relates to any transfer of undivided share. Therefore, the value of Schedule C apartment with right of one car parking in covered space being **Rs.----/- (Rupees ---- only)** which is already spent by the PURCHASER himself/herself/their self towards cost of construction, included in such consideration together with the consideration of undivided share and for the purpose of computing the stamp duty under the proviso of Item 22 in 1st Schedule of Kerala Stamp Act, the total consideration is **Rs.----/- (Rupees --- - only).**

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:



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THAT in consideration (including TDS) of **Rs.----/- (Rupees ---- only)** being the value of Schedule B undivided share of land paid by the PURCHASER to the Builder and **Rs.----/- (Rupees ---- only)** being the value of the Schedule C Apartment along with right of one car parking in covered space directly paid by the PURCHASER/s to the Builder through Bank Transfer, the receipts of which the Vendors both herein expressly acknowledge and admit respectively, the Vendors as the exclusive owners of Schedule A property, both hereby grant, transfer and sell unto the PURCHASER/S ---% undivided right in the Schedule A land herein together with the entire rights title and interest over the property to the extent as described in Schedule B hereunder and the Schedule C apartment together with right of one car parking in covered space allotted to the said apartment unit detailed in the Schedule C as the absolute property of the PURCHASER/S subject to the burden of the said property to bear own easements and privileges including the liability to afford all sorts of support to the structures to be put as well as adjoining the structures and free from all claims and demands to the Vendors with the full right of disposal as it is absolute owners with transferable and inheritable right of succession as per the laws of the land subject to the condition that the Vendors have the right to dispose off and deal with remaining unsold undivided share of land without consent or concurrence of the PURCHASER.

THE VENDORS HEREBY ASSURES THE PURCHASER AND COVENANTS:-

1) That the Vendors are the absolute and undisputed owners of the said property and that the Vendors do not possess or own lands in excess of the ceiling area fixed by the Kerala Land Reforms Act and the Schedule Property is not included in any Land Ceiling cases. The Schedule Property is not included or not forming part of any excess land, Purampoke land, Forest Land, Reserve Forest Land, Ecologically fragile land and also not included in Forest Land under the Kerala Forest Act 1961, Forest Conservation Act and Private Forest Vesting and Assignment Act 1971. The Schedule Property is not included in any land assigned to schedule caste or schedule tribe category or Area notified under the Coastal Zone Regulations. No person with any of the disabilities mentioned under the National Trust Act has any legal right over the property being transacted and by this transaction the rights of such individuals are not being deprived nor infringed upon.



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- 2) The Schedule Property is completely free from mortgage, charge, lien, lease, court attachment, suit, arrears of taxes and other dues and other encumbrances and impediments whatsoever.
- 3) That the Vendors shall pay and discharge all taxes and other dues with respect to the Schedule Property, up to this date, irrespective of any delay in passing assessment orders or serving notices and the PURCHASER shall be liable only for taxes arising from this date in respect of the schedule property.
- 4) That the PURCHASER shall be at full liberty to apply for mutation of names in the registers and records of land revenue, and any other authority and to obtain patta or any kind of confirmation regarding title in the name of PURCHASER with respect to the Schedule Property and all rights attached thereto and more fully described in the schedule hereunder and to vest the same with the PURCHASER.
- 5) That the PURCHASER shall pay all taxes and other dues with respect to the undivided share in the land and the apartment at the expenses of the PURCHASER and the PURCHASER shall not claim any share, right, interest or profit in the remaining undivided share in the land and the other apartments constructed thereon.
- 6) That no agreements with any other persons with regard to the Schedule Property are in existence or in force for the time being.
- 7) 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 or such further acts deeds assurances and things as may be necessary or expedient for the further and better assuring of the Schedule property and vest the same with the PURCHASER.
- 8) The PURCHASER shall not use the construction in a manner which would diminish the value or the utility of the property and not use the space left open without construction or cause any hindrance for the other co-owners in the building complex.
- 9) The PURCHASER shall share the expenses for the maintenance of the building with regard to the common amenities to be shared in common along



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