(1) 1816/I/2010

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

INDIA

കേരളം केरल KERALA

97

SALE DEED

LISSY DEVASIA

FR. JOHN P JOSEPH

THIS DEED OF SALE executed on this 16th day of June 2010 (16.06.2010) 1185 Midhunan 2 by :

LISSY DEVASIA

Sale 932050/ FC18658 10 3 1867

Sl. No: 6847

Stamp Paper Worth: 25000/-

Issued to: KOYILANDI ERAVATTOOR RURAL EDUCATIONAL AND SOCIAL TRUST (REST) LISSDALE PERAMBRA. REPRASANTED by PRESIDENT. REV FR. JOHN. P. JOSEPH

10.6.10

Ex Officio Vendor
Stamp Depot
District Treasury Kozhikode

THE DISTRICT TREASURY JUNIO

1816/I/2010

Presented in the office of the Sub Registrar
Perambra ..... and a fee of Rupees
18671
Paid at 2.50 on this the 17th
day of 17th June 2010

1816/I/2010

Liss Dale

x Lissy Devassia.

17th day of June 2010

O. VASUDEVAN
Sub Registrar

Execution Admitted by

Liss Dale

x Lissy Devassia.

Ilo mani House Mfo Kizhinhanyam

Identified by

1. Kochuvelikkakam Fr. George S/o Abraham
priest. kacheri

2. Liss Dale Reethish Devassia Abraham
S/o K.A. Devassia, student, Kizhinhanyam

17th day of June 2010

O. VASUDEVAN
Sub Registrar

Registered as No. 1816 2010 of ..... of Book 1
Volume 968 Pages 341 to 349
12 Sheets 157 Sheets

17th day of June 2010

O. VASUDEVAN
Sub Registrar

Returned to the
1st witness on 28.6.10

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

INDIA

കേരളം केरल KERALA

975678

LISSY DEVSIA, House wife, D/o Mani aged 51 years, residing at Liss Dale, 2/529 A, Perambra Post, Pin 673 525, Eravattoor Village, Kizhinhanyam desom of Koyilandi Taluk (Holder of Election Identity Card No. : KL/03/021/138533) hereinafter reffered as Vendor which expression shall mean and include her heirs, successors, executors, representatives, administrators etc.

LISSY DEVASIA

Sl. No. 68488

Stamp Paper Worth Rs. 25000/-

Issued to KOYILANDI ERAVATTOOR. RURAL EDUCATIONAL AND SOCIAL TRUST (REST) LISSDALE PERAMBRA. REPRASANTED BY PRESIDENT REV. FR. JOHN P. JOSEPH

On 10.6.10

Ex. Officio Vendor
Stamp Depot
District Treasury, Kozhikode

DISTRICT TREASURY STAMP DEPOT KOZHIKODE JUN 10

1806 2010

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 15000

पन्द्रह हजार रुपये

FIFTEEN THOUSAND RUPEES

Rs. 15000

सत्यमेव जयते

INDIA

കേരളം केरल KERALA

A 324199

TO AND IN FAVOUR OF

RURAL EDUCATIONAL AND SOCIAL TRUST (REST), Liss Dale Building, Perambra Post, Pin 673 525, Kozhikode District, Eravattoor Village, Kizhinhayam desom of Koyilandi Taluk (a society registered under Societies Registration Act. 1860 bearing its registration No. 500/94) represented by its present President FR. JOHN P JOSEPH, religious Priest, S/o Joseph, aged 44 years, permanently residing at 637, St. Joseph's Monastery, 30,

LISSY DEVASIA

Sl. No: 6849

Stamp Paper Worth Rs. 15000/-

Issued to KOYILANDI ERAVATTOOR RURAL EDUCATIONAL AND SOCIAL TRUST (REST) LISS DALE PERAMBRA. REPRESENTED by PRESIDENT Rev: FR. JOHN. P. JOSEPH

On 10.6.10

Sub Treasury Officer
Stamp Depot
District Treasury Kozhikode

DISTRICT TREASURY STAMP DEPOT KOZHIKODE

JUN 10

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भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

B 759555

കേരളം केरल KERALA

Medical College Post, Pin 673 008, Kozhikode District, Nellikode Amsom Kovoor Desom of Kozhikode Taluk and now residing at C.M.I. St. Thomas Provincial House, Amalapuri Post, Kozhiode District 673 001 Katcheri Amsom Kurumbrakkattassery Desom of Kozhikode Taluk (Holder of Election Identity Card No. : DSL 1682269) hereinafter referred to as the purchaser which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, assigns etc.

LISSY DEVASIA

Sl. No. 6850

Stamp Paper Worth Rs. 500/-

Issued to KOYILANDI ERAVATTOOR RURAL EDUCATIONAL TRUST (REST) LISSDALE PERAMBRA REPRESENTED by PRESIDENT REV. FR. JOHN.P JOSEPH

On 10.6.10

Ex Officio Vendor Stamp Depot District Treasury Kozhikode

DISTRICT TREASURY KOZHIKODE JUN 10

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284 of 1976 by virtue of purchase certificate no. 1373/1977. Hence the vendor has got absolute jenmam right owr the item No. 1 of the scheduled property.

AND WHEREAS the property mentioned in item No. 2 of the schedule was jointly owned, possessed and enjoyed by 1. Ammalu 2. Leela 3. Kalyani, 4) Narayanan, 5) Anil Kumar and 6) Shyni by virtue of Partition Deed No 904 of 2009 of Perambra and all the six persons whose names are mentioned herein above had jointly and collectively transfered their entire jenmam right over the said property for valuable consideration to the vendor by virtue of a registered jenmam assignment deed no. 1039 of 2009 in book no. 1 volume 927 pages 479 to 483 of perambra S.R.O. The jenmam right of item No.2 of the scheduled property also has been conferred by the land Tribunal I, Perambra vide proceedings No. SMC 284 of 1976 by virtue of pruchase certificate No. 1373/1977. Hence the vendor has got absolute jenmam right over the item No.2 of the Scheduled property.

AND WHEREAS the property mentioned in item No. 3 of the schedule was owned possessed and enjoyed by 1. Chiruthakkutty, 2. Sreenivasan 3. Girija and 4. Jeevanathan jointly and collectively by virtue of the registered partition deed No. 1629 of 1975 of Perambra S.R.O. and transfered their entire right over the property including jenmam right to the vendor for valuable consideration by virtue of a registered assignment deed No: 2113 of 2009 in book 1 Volume 939 pages 493 to 496 of Perambra

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S.R.O. The Jenmam right of the item No. 3 of the scheduled property has been conferred by the perambra land tribunal vide proceedings no. SMC 304 of 1976 by virtue of purchase certificate No. 4867/1976. Hence the vendor has got absolute Jenmam right our item No.3 of the scheduled property.

WHEREAS the three item of scheduled properties are now owned, possessed and enjoyed by the vendor and mentioned hereunder in the schedule as item No. one, two and three properities. The vendor has absolutely seized and possessed of or otherwise well and sufficiently entitled to the scheduled properties and all improvements therein with all easements, privilages and similar rights appurtanent thereto.

AND WHEREAS the vendor assured the purchaser that the three number of properties scheduled hereunder are completely free from mortgage, charge, lien, lease, attachment, suit, arrears of taxes and other dues, claims of third parties, proceedings under the Kerala Land Reforms Act, land Acquistion Act, Revenue Recovery Act and other encumbrances and impediments whatsoever.

AND WHEREAS the vendors agreed to sell the said three number of properties scheduled hereunder with jemam right and all other rights for a total sale consideration of Rs. 9,32,850/- (Rupees nine lakh thirty two thousand eight hundred and fifty only) to the purchaser.

LISSY DEVASIA

AND WHEREAS relying on the afforesaid assuarances of the vendor, the purchaser agreed to purchase the three number of properties scheduled hereunder for a total sale consideration of Rs. 9,32,850/- (Rupees Nine Lakh Thirty two thousand eight hundred and fifty.) from the vendor.

NOW THIS DEED OF SALE (JENM ASSIGNMENT DEED) WITNESSES AS FOLLOWS:

That pursuant to the aforesaid mutual agreement and in consideration of the total sum of Rs. 9,32,850/- (Rupees Nine Lakh Thirty two thousand eight hundred and fifty.) paid by the purchaser to the vendor in cash and in receipt of Rs. 9,32,850/- (Rupees Nine Lakh Thirtytwo thousand eight hundred and fifty.) by the Purchaser from the Vendor, the receipt of the same whereof the Vendor hereby admit and acknowledge the entire sale consideration thus having been FULLY SATISFIED, the vendor doth convey, transfer, assign and deliver possession by way of absolute sale with jenmam right and all other rights unto the purchaser the three number of properties scheduled hereunder TOGETHER WITH all the privilages, easements, profits, advantages, rights and appurtances whatsoever attached to the secheduled properties AND all the estates, rights, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the vendor to the secheduled properties and every part thereof TO HAVE AND HOLD the same into and to use and benefit of the purchaser absolutely and forever subject to the payment of

S.R.O. The Jenmam right of the item No. 3 of the scheduled property has been conferred by the perambra land tribunal vide proceedings no. SMC 304 of 1976 by virtue of purchase certificate No. 4867/1976. Hence the vendor has got absolute Jenmam right our item No.3 of the scheduled property.

WHEREAS the three item of scheduled properties are now owned, possessed and enjoyed by the vendor and mentioned hereunder in the schedule as item No. one, two and three properities. The vendor has absolutely seized and possessed of or otherwise well and sufficiently entitled to the scheduled properties and all improvements therein with all easements, privilages and similar rights appurtanent thereto.

AND WHEREAS the vendor assured the purchaser that the three number of properties scheduled hereunder are completely free from mortgage, charge, lien, lease, attachment, suit, arrears of taxes and other dues, claims of third parties, proceedings under the Kerala Land Reforms Act, land Acquistion Act, Revenue Recovery Act and other encumbrances and impediments whatsoever.

AND WHEREAS the vendors agreed to sell the said three number of properties scheduled hereunder with jemam right and all other rights for a total sale consideration of Rs. 9,32,850/- (Rupees nine lakh thirty two thousand eight hundred and fifty only) to the purchaser.

LISSY DEVASIA

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AND WHEREAS relying on the afforesaid assuarances of the vendor, the purchaser agreed to purchase the three number of properties scheduled hereunder for a total sale consideration of Rs. 9,32,850/- (Rupees Nine Lakh Thirty two thousand eight hundred and fifty.) from the vendor.

NOW THIS DEED OF SALE (JENM ASSIGNMENT DEED) WITNESSES AS FOLLOWS:

That pursuant to the aforesaid mutual agreement and in consideration of the total sum of Rs. 9,32,850/- (Rupees Nine Lakh Thirty two thousand eight hundred and fifty.) paid by the purchaser to the vendor in cash and in receipt of Rs. 9,32,850/- (Rupees Nine Lakh Thirtytwo thousand eight hundred and fifty.) by the Purchaser from the Vendor, the receipt of the same whereof the Vendor hereby admit and acknowledge the entire sale consideration thus having been FULLY SATISFIED, the vendor doth convey, transfer, assign and deliver possession by way of absolute sale with jenmam right and all other rights unto the purchaser the three number of properties scheduled hereunder TOGETHER WITH all the privilages, easements, profits, advantages, rights and appurtances whatsoever attached to the secheduled properties AND all the estates, rights, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the vendor to the secheduled properties and every part thereof TO HAVE AND HOLD the same into and to use and benefit of the purchaser absolutely and forever subject to the payment of

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all rents, rates, taxes, assessments, dues and duties now chargeable and payable from time to time hereafter in respect of the same to the Government or any public body or local Authority in respect thereof coupled with the absolute jenmam right to hold, sell,mortgage,pledge, lease and do whatsoever legally permissible from this date on the discretion of the Purchaser.

THE VENDOR HEREBY ASSURE THE PURCHASER AND COVENANT :

1) That the vendor have in himself a good right, full power and absolute authority to convey and transfer by way of sale the three number of properties scheduled hereunder, hereby conveyed and intended so to be unto and to the use of the purchaser in the manner aforesaid.

2) The purchaser may from time to time and at all times hereafter peacefully and quietly enter upon, occupy and possess and enjoy the three number of properties scheduled hereunder, hereby conveyed with its appurtenances and receive all the issues and profits thereof and every part thereof for its own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by Vendor.

3) That the three number of properties scheduled hereunder are completely free from mortgage, charge, lien, lease, attachment, suit arrears, 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 whatsoever.

LISSY DEVASIA

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4) That the Vendor shall pay and discharge all taxes and other dues in respect of the three number of properties scheduled hereunder and its income upto this date irrespective of any delay in passing assessment orders or servicing notices and the purchaser shall be liable only for taxes and other dues arrising from this date.

5) That the Purchaser shall be at full liberty to apply for mutation of name in records and registeres of land revenue and other authorities and obtain grant of confirmation of title, if required, in the name of the Purchaser.

6) That the Vendor do not own or possess land in excess of the ceiling area fixed by Kerala Land Reforms Act as ammended upto date and incase the Vendor has to surrender any land to the Government or as directed by the Government under the said act or any similar or other legislations, the Vendor shall retain the properties scheduled hereunder within the area to be kept by them and shall surrender only their other lands.

7) That the Vendor 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 assurance of the three number of properties scheduled hereunder and the vest the same with the purchaser.

LISSY DEVASIA

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THE SEAL OF THE SUB REGISTRAR OF PEGAMPURA

Colombo Court Engineers Club

8) The purchaser shall hold the three number of properties scheduled hereunder free and clear and the absolutely acquited, exonerated and forever released and discharged or otherwise by the Vendor and well and sufficiently served defined, kept harmless and indemnified of, from and against, all former and other estates, titles, charges and encumbrances whatsoever had been made, executed, occassioned and suffered by the vendor.

9) The vendor further covenant and agree with the purchaser that the Vendor shall at all times hereafter indemnify and keep the purchaser indemnified against all claims, debts, damages, loses, interest, cost 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, privilege or easements herein mentioned is obstructed by the vendor or any person claiming under her.

10) That the purchaser shall have the right to possess, hold and improve the three number of properties scheduled hereunder and make developments on it accordingly.

11) That the Vendor shall not have any right in any manner over the scheduled properties furthermore.

LISSY DEVASIA

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12) That the three number of properties scheduled hereunder are within the territorial area of Perambra Grama Panchayath.

13. That the application for mutation of the name in the records and registers of land revenue authorities in favour of the purchaser also filed with this deed.

14. The original title deed nos. 1063/2008, 1039/2009 and 2113/09 of Perambra S.R.O. is handed over to the purchaser by the Vendor.

15. The three item of properties scheduled hereunder are in Menhaniam Village Menhaniam desom of Koyilandi Taluk in Survey no 52/1 and the fair value fixed for the land per are in the said survey no. is Rs. 15,000/- This deed of sale is for the transfer of 62.19 ares and valued to Rs. 9,32,850/- (Rupees Nine Lakh Thirtytwo thousand eight hundred and fifty.) Hence the scheduled properties are valued in accodance with the fair value fixed by the Government.

16. The scheduled properties are the properties without road access and valued to Rs. 9,32,850/- (Rupees Nine Lakh Thirty two thousand eight hundred and fifty.) and non Judicial stamp for Rs. 65,500/- (Rupees Sixty five thousand five hundred only) is incorporated herein this deed of sale (Jenmam assignment).

LISSY DEVASIA

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SCHEDULE

Item No.1

1.	Sl. No.	:	1
2.	District	:	Kozhikode
3.	Sub District	:	Perambra
4.	Taluk	:	Koyilandi
5.	Village/Amsom	:	Menhaniam
6.	Desam/Kara/Muri	:	Menhaniam
7.	Panchayath/Municipality/ Corporation Including Ward No.	:	Perambra Ward No: 11
8.	Re-Survey Block No.	:	Nil
9.	Re-Survey No.	:	178.185
10.	Resurvey Sub Division No.	:	0
11.	Survey No.	:	52 (Fifty two)
12.	Survey Sub Division No.	:	1
13.	Area	:	16.45 ares (0.1645 Hectre)
14.	Nature of Right	:	Jenm
15.	Nature of Land	:	Garden Land
16.	Number of village register of Assessment tax of vendor	:	Nil
17.	Number of village register of Assessment tax of Purchaser	:	Nil

18. **Description**

The property on the South eastern side of the land including East-west on the northern portion of Southern side land of Cheriyatharippamala. North end 56.00m, East end 31.47m, South end 54.66m, west end 40.80m from South - west corner to North-east Corner - Cross measurement 45.56m (40.62cents - 16.45 areas - .1645 Hectre)

19. **Boundaries**

(a) East - Property possessed by Kuniyil Chiruthakkutty
(b) North - Property for a way
(c) West - Residue Property
(d) South - Property possessed by Girija

LISSY DEVASIA

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Item No.2

1.	Sl. No.	:	2
2.	District	:	Kozhikode
3.	Sub District	:	Perambra
4.	Taluk	:	Koyilandi
5.	Village/Amsom	:	Menhaniam
6.	Desam/Kara/Muri	:	Menhaniam
7.	Panchayath/Municipality/ Corporation Including Ward No.	:	Perambra Ward No: 11
8.	Re-Survey Block No.	:	Nil
9.	Re-Survey No.	:	179
10.	Resurvey Sub Division No.	:	Nil
11.	Survey No.	:	52 (Fifty two)
12.	Survey Sub Division No.	:	1
13.	Area	:	37.64 ares (0.3764 Hectare)
14.	Nature of Right	:	Jenm
15.	Nature of Land	:	Garden Land
16.	Number of village register of Assessment tax of vendor	:	Nil
17.	Number of village register of Assessment tax of Purchaser	:	Nil

18. **Description**

The first portion of land as the property remaining after the earlier assignment on the southern side of land on the western side of the central portion on the southern portion on the land on the southern side of Cheriyatharippamala which situates unified with the land on the South-east side of the land including the land on east-weat direction of northern portion of land on the southern side of cheriyatharippamala. The second portion of land on the immediate northern side of first portion, third portion is on the immediate northern side of 2nd portion, the fourth

LISSY DEVASIA

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THE SEAL OF THE SUB REGISTRAR OF PERAMBRA

portion is on the south east side of third portion and the firth portion of land is on the north east side of third portion. The land remaining after the earlier assignments the first portion of land on Southern end 39.30m, northern end 38.80 m. Eastern end 62.50m. and western end 41.80m + 10.75m +6.9 m. The second portion of land situates on the northern side of the first portion of land and on the northern side of the property owned by REST. The second portion measures from its South Eastern corner towards north 37m + 11.40m+9.20m+8.90m+20.30m from this point to west 11m+2.90 and from there to south 25.62m and from there to west 25m and from there to south 14m + 14.90m+8.30m and from there to east 12m and from there to south 13m. Southern side 8m Total 93 cents.

19. **Boundaries**

Ist portion of land

(a) East - Property owned by REST

(b) North - Property owned by REST

(c) West - Rock

(d) South - Cheeliyullathil Parambu

IInd, IIIrd, IVth and Vth portion of land

(a) East - Property owned by REST

(b) North - Property for way

(c) West - Property owned by Chekkini and third party

(d) South - Property owned by REST

LISSY DEVASIA

1816 2010

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Item No.3

1.	Sl. No.	:	3
2.	District	:	Kozhikode
3.	Sub District	:	Perambra
4.	Taluk	:	Koyilandi
5.	Village/Amsom	:	Menhaniam
6.	Desam/Kara/Muri	:	Menhaniam
7.	Panchayath/Municipality/ Corporation Including Ward No.	:	Perambra,Ward No: 11
8.	Re-Survey Block No.	:	Nil
9.	Re-Survey No.	:	179
10.	Resurvey Sub Division No.	:	Nil
11.	Survey No.	:	52 (Fifty two)
12.	Survey Sub Division No.	:	1
13.	Area	:	8.10 ares (0.0810 Hectare)
14.	Nature of Right	:	Jenm
15.	Nature of Land	:	Garden Land
16.	Number of village register of Assessment tax of vendor	:	Nil
17.	Number of village register of Assessment tax of Purchaser	:	Nil

18. **Description**

Property on the western side of the Central portion of the Southern portion of the land on the southern side of Cheriyatharippamala measurements. East west Southern side 11.50m, Northern side 11m and North South - Eastern side 73 m and Western side 72 m , 20 cents of land.

19. **Boundaries**

(a) East - Residue Property

(b) North - Residue property owned by vendor

(c) West - Cheeliyullathil Paramba

(d) South - Property owned by Ammalu and others

LISSY DEVASIA

1816 2010

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IN WITNESS WHERE OF the vendors herein have signed this deed of sale on the day month and year first herein above written.

SIGNED AND DELIVERED BY:

LISSY DEVASIA

WITNESSES:

1. Fr. George Kochuvelilkakam
s/o Abraham C.M.I. Provincial House, Amalapuri
Kacheri village, Kozhikode Taluk

2. Preethish Devassia Abraham
S/o K.A. Devassia, Lissdale (H)
Eravattoor village, Koilandy Taluk

Prepared by : SABU ANN JOSEPH
Practicing Advocate, Ann cottage, GKN Road,
Chevayoor P.O.
Kozhikode - 673017. Roll No. K/2439/99

This document is computer printed

No corrections or interlineations

LISSY DEVASIA

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