

I/83165/2021

MATHEWS K. PHILIP
ADVOCATE
Standing Counsel for BSNL
High Court of Kerala

H.No. 38 / 360, Karithala Road
Manorama Junction, Kochi - 16
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E-mail: advmathews@gmail.com

Date : 07.10.2021

To

SDE (Liaison)
BSNL,
Boat Jetty Exchange Building
Ernakulam, Kochi.

Sub: Your request for Legal Due Diligence of the property owned by BSNL.

Ref: Your Letter.

LEGAL DUE DILIGENCE REPORT

As per your letter of request referred above I have scrutinized the following documents for preparing a legal due diligence report with respect to properties comprised in Sy. No.922/1, 923/3 -1, total extent of 1.0440hectors of land comprised in Resurvey No. 26/3 of Aluva East Village owned by BSNL:

1. Gazette Notification of Resolution, No. 2-31/2000 of the Ministry of Communication dated 01.10.2000.
2. Office Memorandum dated 30th September 2000 of the Department of Telecommunication, Ministry of Communication, Govt. of India.
3. Order No. 7-5/2000 Trg.Fin (Pt IV) accommodation, Ministry of Communication, Govt. of India.

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4. Sale deed No. 2308/1985 dated 15.5.1985 executed by M/s Midland Real Estate represented by V.P. George in the name of the President of India represented by Divisional Engineer (Telegram)
5. Sale deed No. 2309/1985 dated 15.5.1985 executed by Gracy Mathew represented by Sri. A.P. Kuruvilla through Special Power of Attorney in the name of the President of India represented by Divisional Engineer (Telegram).
6. Sale deed No. 2310/1985 dated 15.5.1985 executed by Smt. Santhamma Kuruvilla in the name of the President of India represented by Divisional Engineer (Telegram)
7. Basic Tax Receipt No. KL07041309419/2021 issued by the Village Officer, Aluva East Village dated 10.8.2021.
8. Possession and non attachment certificate issued by Tahsildar Aluva Taluk with respect Thanda Peru No. 17058 in the name of BSNL Ernakulam.
9. Survey sketch issued by the Village Officer, Aluva East Village with respect to properties comprised in Sy. No.922/1, 923/3 -1, total extent of 1.0440hectars of land comprised in Resurvey No. 23 of Aluva East Village owned by BSNL.
10. Certificate of non-encumbrance with respect to 1.0440 hectars of land, situated in Aluva East Village comprised in Resurvey No.26/3, issued from the Sub-Registrar's Office Aluva for the period from 1.1.1989 to 31.7.2021 (30 years).

As per the resolution referred as 1st above, the Ministry of Communication, Govt. of India has transferred all assets and liabilities (except certain assets) which will be retained by Department of Tele-communication required for the unit and offices under the control of Department of Tele-communication stand

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transferred to BSNL with effect from 01.10.2000. This property was originally purchased by the Department of Tele-communication, Govt. of India. As per the above resolution, BSNL acquired the property and got ownership, title and possession over the property.

As per the office memorandum referred as 2nd above, the Govt. of India has decided to transfer all assets and liabilities (except certain assets) which will be retained by the Department of Tele-communication to BSNL with effect from 01.10.2000.

Vide order dated 17.05.2013 which is referred as 3rd above, it was specifically scheduled therein which are the land/ building retained for CCA Units/ term officers. This particular property is not a 'property which is retained by the Department of Tele-communication.

The Sale Deed Nos. 2308/1985, 2309/1985 and 2310/1985 dated 15.5.1985 executed by M/s Midland Real Estate represented by V.P. George in the name of the President of India represented by Divisional Engineer (Telegram) and from that date onwards the Department of Tele-communication was holding, possessing and enjoying the property with all rights. This property was subsequently transferred in the name of BSNL as per documents referred as 1 &2. Thereby BSNL acquired title and possession over the property and has got marketable title over the property.

On verifying the Tax Receipts which are referred as 7, BSNL holds Pattayam for 1hector 4 Ares 40 Sq. Mtr of land comprised in Resurvey No.: 26/3 of Aluva East Village and the basic tax has remitted for the years 2021-2022.


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On verification of document No. 8, it is seen that as per the Thandaper account maintained in the Village Office, Aluva East 1hector 4 Ares 40 Sq. Mtr of land comprised in Resurvey No.26/3 stands mutated in the name of BSNL Ernakulam the nature of the properties is entered as purayidom.

As per the location sketch referred as 9 above, 1hector 4 Ares 40 Sq. Mtr of land comprised in Resurvey No.26/3 filed of Aluva East village which stands in the name of BSNL Ernakulam is well demarcated and identified.

The certificate referred as 10 above shows that from 1.1.1989 to 31.7.2021 to no documentation with respect to the property has been registered for the last 30 years. That shows there is no subsisting encumbrance over 1hector 4 Ares 40 Sq. Mtr of land comprised in Resurvey No.26/3 filed of Aluva East village.

On verification of the above document, I hereby certify that BSNL has got valid and marketable title over 1.0440hectors of land comprised in Resurvey No.26/3 of Aluva East Village, which is in the possession and enjoyment of BSNL and there is no subsisting encumbrance over the property and the BSNL is free to alienate the property to any prospective purchaser/purchasers. There is no Covenant in the document limiting any right of the BSNL in disposing of the property.

Advocate : 

Mathews K. Philip

MATHEWS K. PHILIP
ADVOCATE K/129/1986
38/360, Manorama Junction
Karithala Road, Cochin - 16
Ph : 2321122, 2316188

FORM 14 C

(See Rule 3)



GOVERNMENT OF KERALA

ALUVA TALUK OFFICE

POSSESSION AND NON-ATTACHMENT CERTIFICATE

No. 58963968

Date: 10/09/2021

Name of Person to whom certificate is issued	BSNL ERNAKULAM
Gender	Male
Age	55
Name of Guardian	PRINCIPAL GENERAL MANAGER BSNL
Address	BSNL BHAWAN, XX, KALATHIPARAMBIL ROAD
Post Office with PIN Code	ERNAKULAM, 682016
District	Ernakulam

Certified that land shown in the schedule below are in possession and enjoyment of the person as details above and it is not under any other attachments.

Taluk / Village	Old Survey No	Re-Survey Block	ReSurvey No	Extend in Ha	Thandapper	Class of Land
Aluva/ AluvaEast		35	26/3	1.0440	17058	DRY

Certificate Issued Date	10/09/2021
Designation of the Issuing officer	TAHSILDAR
Purpose for which the certificate is issued for	VARIOUS PURPOSE

This certificate is issued based on the details given in the application, local enquiry, facts and records produced.

Security Code : K87W2

Validity unknown

Digitally signed by Pareeth K S
Date: 2021.09.10 16:15:48 IST

NOTE:

1. This digitally signed document is legally valid as per the Information Technology (IT) Act, 2000.
2. Authenticity of this document can be verified from <http://edistrict.kerala.gov.in/> and submitting the Certificate Number and Security code. Alternatively, please call the numbers 155300(from BSNL landline), 0471155300(from BSNL mobile), 04712335523/04712115094/04712115098(from other networks) and quote the Certificate Number to the operator.

THIS DEED OF SALE is executed on this 13th day of May 1985 by M/s. Midland Real Estate (a firm registered under the Indian Partnership Act) bearing Registration No. B.184560 having its Registered Office at A/83 Ashiana, John Baptista Road, Bandra, Bombay - 400 050, represented by its Managing Partner Shri V.P. George, aged 43 (Fortythree) years, son of Sri Poullose, Venbillil, Vengoor, Kunnathunad Taluk, Ernakulam District (hereinafter referred to as the 'Vendor') in favour of the PRESIDENT OF INDIA represented by the Divisional Engineer (Telegraphs), Ernakulam for the Telecommunication Department (hereinafter referred to as 'Purchaser').

WHEREAS the Vendor firm is the absolute owner and is in possession and enjoyment of 1 acre and 12.500 cents of dry land comprised in Survey No.922/1 and 923/3-1 of the Always Village, Always Taluk (more particularly described in the schedule hereunder written and shown in the sketch and plan) as per the registered purchase deed No.2974/82 dated 23-6-1982 of the Sub Registry, Always.

WHEREAS the Vendor-Firm, represented by its Managing Partner Shri V.P. George, has agreed to sell to the purchaser and the purchaser has agreed to purchase from the Vendor the above mentioned 1 acre and 12.500 Cents of dry land for a total consideration of Rs.3,65,625/- (Rupees Three Lakhs sixty five thousand six hundred and twenty five only).

WHEREAS the Vendor acquired title possession and enjoyment of 1 acre and 12.500 cents of dry land comprised in Survey Nos.922/1 and 923/3-1 of the Always Village, Always Taluk as per the

V.P. George as the Managing Partner
of the Vendor firm "Midland Real Estate".



Presented in the office of the Sub Registrar
of Alwayar at 2.10 PM on the 22nd day of
May 1985 and a registration fee of Rs. Three
thousand six hundred and sixty three
only paid by N. Sivaraman

M. S. S. S. S.

Mangalasarani with letter No. B.100/40/10
dated 15-5-1985 of the Divisional Engineer
Telegraphs, Ernakulam.

22nd May 1985. P.N. Aravindan
Sub Registrar

Executors admitted by -

For Midland Real Estate
represented by Managing Director Partner
V. P. George V. P. George
son of Poulse, Verambil, ^{Mangal, Director} Veragoor.

Identified by
A. P. Kunuvilla

Prin Son of Paily

Genl. Servant E. Lavampambil, Manner

Santhamma Kuvuvilla Santhamma W/of Kuvuvilla

E. Lavampambil Manner

Registered Sale Deed No. 2974/82 dated 23-6-1982 of the Sub Registry, Alwaye described on from pages 319 to 322 of Volume 590 of Book No. 1/82 of the Sub Registry, Alwaye.

NOW THE SALE DEED INTERESTS AS FOLLOWS:-

1. In consideration of a sum of Rs. 3,65,625/- (Rupees Three lakhs sixty five thousand six hundred and twenty five only) paid to the Vendor by the purchaser by Cheque No. 3,236875 dt. 22-5-1985 drawn on the State Bank of Travancore, Pattambovor Branch, the receipt wherefrom the Vendor shall acknowledge, the vendor as the owner hereby transfer to the Purchaser by way of sale of that pieces and parcels of 1 Acre 12,500 cents of dry land comprised in Survey Nos. 922/1 and 923/3-1 of the Alwaye Village (more particularly described in the schedule hereunder written) to HOLD THE SAME TO THE PURCHASER AS ABSOLUTE OWNER.

2. The Vendor hereby covenants with the purchaser as follows:-

(i) The said properties shall be held and enjoyed by the purchaser without any interruption or disturbances by the Vendor or any person claiming through or under him and without any unlawful disturbances or interruption by any other person whatsoever.

(ii) The Vendor will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further or more perfectly assuring the said properties to

V.P. George as the Managing Partner
of the Vendor Firm "Midland Real Estate".



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the purchaser, his successors or assignees as may reasonably be required.

(iii) That the said properties are free from any mortgage, charge, lien, suretyship, attachment by any court or by any revenue authorities or other encumbrances whatsoever.

(iv) The Vendor agrees to indemnify the purchaser against any loss, damages or expenses that the purchaser may be put to or incur by reason of the discovery of any encumbrances of any sort thereon or the non-payment of any taxes, assessments rates and levies and cesses payable in respect of the said properties or any part thereof.

(v) The purchaser shall be at full liberty to apply for and obtain mutation of names in the Government land register and obtain the grant of patta or other confirmation of the title in the purchaser's name.

(vi) The Vendor hereby declares that the properties hereby sold do not come within the limit of ceiling area prescribed by the Kerala Land Reforms Act, Act 1 of 1964 as amended by Act 35 of 1969 and the Urban Land Ceiling Act, 1976 and if it be found later that the properties hereby sold come within the purview of the ceiling area, the vendor shall surrender to the Government as excess land, the properties other than those hereunder sold belonging to the vendor and keep purchaser's title to the properties given in the schedule hereunder written unaffected.

V.P. George as the Managing Partner
of the Vendor firm "Midland Real Estate".



Draft No. 2308/1/1985

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3. Provided always and it is hereby agreed that whenever such an interpretation would be requisite to give the fullest possible scope and effect to any other contract or covenant herein contained the expression "The Vendor" and the "Purchaser" hereinbefore used shall include their respective successors and assignees and representatives.

SCHEDULE OF PROPERTY

District	:	Ernakulam
Sub District	:	Alwaye
Taluk	:	Alwaye
Pirka	:	Alwaye
Village	:	Alwaye
Kara	:	Erumathala
Panchayath	:	Choornikara.
Sy. and Sub Divn. Nos.	:	922/1 and 923/3-1
Extent	:	1 Acre and 10.205 Cents in Sy.No,922/1 2.295 Cents in Sy.No.923/3-1

Total	:	1 Acre and 12.500 Cents (45.53 Ares)
		=====

DESCRIPTION

All the rights of 1 acres and 12.500 cents of Dry land out of the 1 acre and 27 cents admeasuring 9.9 + 18.3 + 1.8 + 22.1 metres from the northern extremity towards east and 22.90 metres towards South and 19.1 metres towards further east and 51.7 metres towards south and 49.3 + 9.9 metres towards west and 56.1 metres north to the starting point and the right of passage through the pathway running along the southern boundary measuring 3.6 metres wide and 59.2 metres long and also the right of passage through the 3.6 metre wide passage running along the southern side and ending with the Panchayath road on the east.

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BOUNDARIES

- East : Property of Smt. Santhamma Kuruvila in Sy. No. 922/1.
- South : Pathway left for the entrance to the Scheduled property.
- West : Property of Smt. Gracy Mathew.
- North : Gandhi Nagar Colony.

In WITNESS WHEREOF the seller has put his hand and signature hereto in the presence of the following witnesses.

V.P. George as the Managing Partner of the Vendor firm "Midland Real Estate".

V.P. George

In the presence of Witnesses:

1. A.P. Kuruvila, S/o. Paili, Elavumparambil, Mannoor, Keezhillam.
2. Santhamma Kuruvila, W/o. Kuruvila, Elavumparambil, Mannoor, Keezhillam.

A.P. Kuruvila

Santhamma

This deed is prepared by Sri K. Thankappan, Senior Government Pleader, Office of the Advocate General, Ernakulam, Cochin - 31.

K. Thankappan

This document is typewritten.

Corrections : Nil

V.P. George as the Managing Partner of the Vendor firm "Midland Real Estate".

V.P. George

Draft No. 2308/1/1955

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PANCHAYAT ROAD →



AREA: 1 ACRE 12.50 CENTS
 SY. No: 922/1 & 923/3-1
 VILLAGE: ALWAYS
 SCALE: 1 CM = 10 METERS

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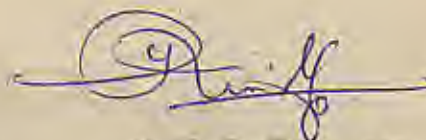
THIS DEED OF SALE is executed on this 15th day of
May, 1985 by Smt. Gracy Mathew, Housewife, wife of Mathew,
aged 31 (Thirtyone), Vempillivil, Vengoor Kara East Villags,
Kunnathunad Taluk, Ernakulam District, represented by
Sri A.P. Kuruvila, Govt. Servant, son of Paili, aged 46
(Fortysix), Elowuparambil, Mazhuvannoor Village, Mannoor Kara,
Kunnathunad Taluk, Ernakulam District as per the Special Power
of Attorney Deed No.143/82 dated 18-8-1982 of the Sub Registry,
Perumbavoor (hereinafter referred to as the "Vendor") in
favour of the PRESIDENT OF INDI. represented by the Divisional
Engineer, Telegraphs, Ernakulam for Telecommunication Department
(hereinafter referred to as the 'Purchaser').

WHEREAS the Vendor is the absolute owner and is in
possession and enjoyment of 1 Acre and 22.500 Cents of dry
land comprised in Survey Nos.922/1 and 923/3-1 of the Always
Village, Always Taluk (more particularly described in the
schedule herein written and as shown in the sketch and plan)
as per the registered sale deed No.7080/81 dated 18-12-1981
of the Sub Registry, Always.

WHEREAS the Vendor has agreed to sell to the Purchaser
and the Purchaser has agreed to purchase from the Vendor, the
above mentioned 1 acre and 22.500 Cents of dry land for a
total consideration of Rs.3,98,125/- (Rupees Three lakhs,
ninetyeight thousand one hundred and twenty five only).

A.P. Kuruvila for the Vendor
Gracy Mathew as Poer of Attorney
Holder.

Sale Rs 398125/-
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Presented in the office of the Sub Registrar
of Alwaye. At 2.15 PM on the 22nd
day of May 1985 and a registration fee
of Rs. Three thousand nine hundred and
eighty eight only, paid with letter
No. B. 100/40/107, dated 15-5-1985
of the Divisional Engineer, Telegraphs
Ernakulam by
N. Sivanandan Thiruvananthapuram

22nd May 1985. P.N. Anandachari
Sub Registrar

Execution admitted by

A.P. Kuruvilla,

Son of Paul, Govt servant Marum, as agent of

Vempillil Gracy Mathew Dist.

Wife of Mathew & house wife as per spl. Power of

Attorney No. 143/82 of sub Reg. Ernakulam, Panthamoor

Identified by

V P George

Business Vembellil, Vengoor

Santhamma Kuruvilla

Santhamma W/P Kuruvilla

WHEREAS the Vendor acquired title, possession and enjoyment of 1 Acre 22.500 Cents of dry land comprised in Survey Nos.922/1 and 923/3-1 of the Always Village, Always Taluk as per the registered purchase deed No.7080/81 dated 18-12-1981 of the sub Registry, Always described on from pages 305 to 307 of Volume 564 of Book No.I of the Sub Registry, Always.

NOW THE SALE DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the sum of Rs.3,98,125/- (Rupees Three Lakhs, ninetyeight thousand one hundred and twenty five only) paid to the Vendor, represented by the Power of Attorney Holder Sri A.P. Kuruville, by the Purchaser by Cheque Number H.236674 dt. 22-5-85 drawn on the State Bank of Travancore, Perumbavoor Branch, receipt wherefrom the Vendor shall acknowledge, the Vendor as the owner hereby transfer to the purchaser by way of sale of that pieces and parcels of one acre and 22.500 Cents of dry land comprised in by.Nos.922/1 and 923/3-1 of the Always Village, Always Taluk (more particularly described in the schedule hereunder written) TO HOLD THE SAME TO THE PURCHASER AS ABSOLUTE OWNER.

2. The Vendor hereby covenants with the purchaser as follows:-

(i) The said properties shall be held and enjoyed by the purchaser without any interruption or disturbances by the Vendor or any person claiming through or under him and without any unlawful disturbances or interruption by any other person whatsoever.



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(ii) The Vendor will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further or more perfectly assuring the said properties to the purchaser, his successors or assignees as may reasonably be required.

(iii) That the said properties are free from any mortgage, charge, lien, suretyship, attachment by any court or by any revenue authorities or other encumbrances whatsoever.

(iv) The Vendor agrees to indemnify the purchaser against any loss, damages or expenses that the purchaser may be put to or incur by reason of the discovery of any encumbrances of any sort thereon or the non-payment of any taxes, assessments rates and levies and cesses payable in respect of the said properties or any part thereof.

(v) The purchaser shall be at full liberty to apply for and obtain mutation of names in the Government land register and obtain the grant of patta or other confirmation of the title in the purchaser's name.

(vi) The Vendor hereby declares, that the properties hereby sold do not come within the limit of ceiling area prescribed by the Kerala Land Reforms Act, Act 1 of 1964 as amended by Act 35 of 1969 and the Urban Land Ceiling Act, 1976 and if it be found later that the properties hereby sold come within the purview of the ceiling area, the vendor shall surrender to the Government as excess land, the properties

A.P. Kuruwila for the Vendor
Gracy Mathew as Power of Attorney
Holder.



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other than those hereunder sold belonging to the vendor and keep the purchaser's title to the properties given in the schedule hereunder written unaffected.

3. Provided always and it is hereby agreed that whenever such an interpretation would be requisite to give the fullest possible scope and effect to any other contract or covenant herein contained the expression "The Vendor" and the 'Purchaser' hereinbefore used shall include their respective successors and assignees and representatives.

SCHEDULE OF PROPERTY

District	:	Ernakulam
Sub District	:	Alwaye
Taluk	:	Alwaye
Firka	:	Alwaye
Village	:	Alwaye
Kara	:	Erumathala
Panchayat	:	Choorikkara
Sy. and Sub Divn. Nos.	:	922/1 and 923/3-1
Extent	:	43 Cents in Sy. No.922/1 79.5 Cents in Sy.No.923/3-1
Total:		----- 1 Acre 22.5 Cents (49.57 Ares) -----

DESCRIPTION

All the rights of 1 acre and 22.500 Cents of dry land out of the 1 acre 43 cents admeasuring 87.1 metres from northern extremity plus 3.4 metres eastwards 66.1 metres towards south, 69 + 3.4 metres towards west and 53.3 metres towards North to the starting point and the right of passage through the pathway

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measuring 3.6 metres wide and 53.9 + 37.7 metres long from the north entrance of the scheduled property and also the right of passage through the 3.6 metre wide passage running along the southern side and ending with the Panchayath Road on the east.

BOUNDARIES

- East : Property of Midland Real Estate in Sy.No. 922/1 and 923/3-1.
- South : Pathway used for scheduled property.
- West : Pathway used for entering the scheduled property.
- North : Gandhi Nagar Colony.

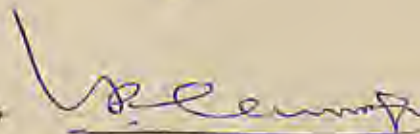
IN WITNESSETH WHEREOF the seller has put his hand and signature hereto in the presence of the following witnesses.

A.P. Kuruvila for the Vendor
Gracy Mathew as Power of Attorney
Holder.

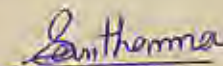


In the presence of Witnesses.

1. V.F. George, S/o. Sri Poulose,
Managing Partner, Midland Real Estate,
Alwaye.



2. Santhamma Kuruvila, W/o. Sri Kuruvila,
Elavumparambil, Mannoor, Kaezhillam.



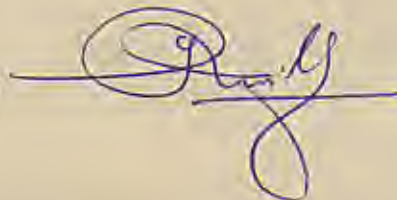
This deed is prepared by Sri K. Thankappan,
Senior Government Pleader, Office of the
Advocate General, Ernakulam, Cochin-31.



This document is typewritten.

Corrections : Nil

A.P. Kuruvila for the Vendor
Gracy Mathew as Power of Attorney
Holder.



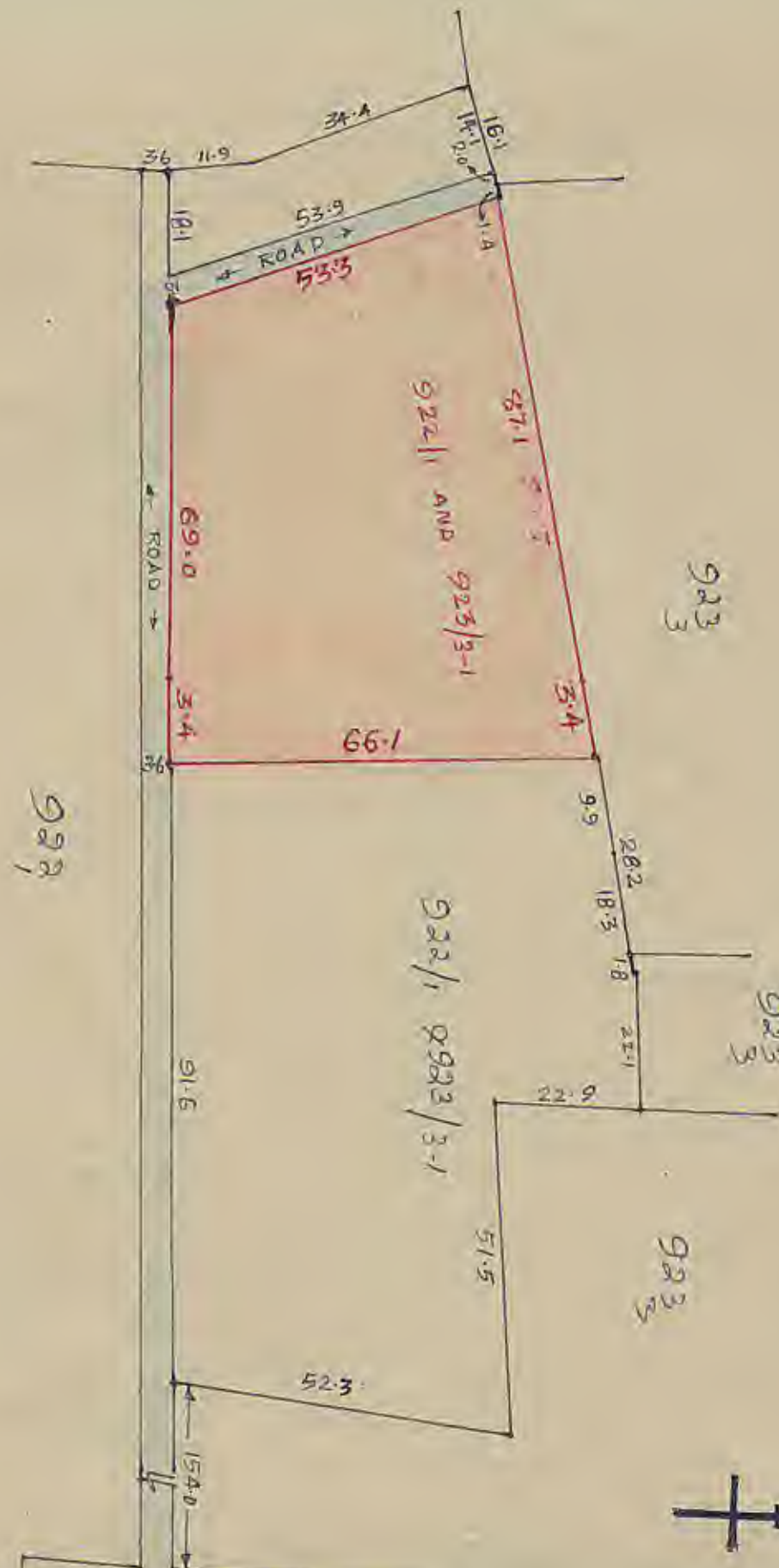
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Sy. No: 922/1 & 923/3-1,
 15.4 M² LACRE 22.50 CENTS

THIS DEED OF SALE is executed on this 15th day of May, 1985 by Smt. Santhamma Kuruvila, W/o. Kuruvila, aged 39 (Thirty nine), household, Elavumparambil, Mannoor Kara, Meehuvannoor Village, Kunnathunadu Taluk, Ernakulam District (hereinafter referred to as the Vendor) in Favour of THE PRESIDENT OF INDIA represented by the Divisional Engineer, Telegraphs, Ernakulam for Telecommunication Department (hereinafter referred to as the Purchaser).

WHEREAS the Vendor is the absolute owner and is in possession and enjoyment of 40 cents of dry land comprised in Survey No.922/1 of the Always Village, Always Taluk (more particularly described in the schedule hereunder written and as shown in the sketch and plan) as per the registered Sale Deed No.4866/82 dated 30-10-1982 of the Sub Registry, Always.

WHEREAS the Vendor has agreed to sell to the purchaser and the purchaser has agreed to purchase from the vendor, the above mentioned 40 Cents of dry land for a total consideration of Rs.1,30,000/- (Rupees One Lakh thirty thousand only).

WHEREAS the Vendor acquired title, possession and enjoyment of the above 40 Cents of dry land comprised in Sy. No.922/1 of the Always Village, Always Taluk as per the purchase deed No.4866/82 dated 30-10-1982 of the Sub Registry, Always described on from pages 115 to 118 of Volume 606 of Book No.1 of the Sub Registry, Always.

NOW THE SALE DEED WITNESSETH AS FOLLOWS:

1. In consideration of a sum of Rs.1,30,000/- (Rupees One lakh thirty thousand only) paid to the Vendor by the Purchaser

Sale 1,30,000/-

Santhamma Kuruvila

Santhamma

1300-00

Presented in the office of the Sub Registrar
of Alwaye at 2.20 PM on the 22nd day
of May 1985 and a registration fee of
Rs. One thousand three hundred and six only
paid by N. Sivanandam N. Sivanandam

Daughter with letter No. B100/40/10
dated 15-5-1985 of the District
Registrar, Telegraphs Ernakulam

22nd May 1985 P.N. Anandakrishnan
Sub Registrar. Inda

Execution admitted by

E. Lavumparambil Sambamma Kuruvila

W/o. Kuruvila, household
Mamoor.

Identified by

A. P. Kuruvila

Saily

S/o. Saily, Court servant. E. Lavumparambil, Mamoor

V. P. George

E. Lavumparambil

S/o. Paulose, Business Vembellil, Mamoor

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by Cheque No.H.336676 dt. 22-5-1945 drawn on the State Bank of Travancore, Perumbavoor Branch the receipt wherefrom the Vendor shall acknowledge, the vendor as the owner hereby transfer to the purchaser by way of sale that pieces and parcels of 40 cents of dry land comprised in survey No.922/1 of the Always Village, Always Taluk (more particularly described in the schedule hereunder written) TO HOLD THE SAME TO THE PURCHASER AS ABSOLUTE OWNER.

2. The vendor hereby covenants with the purchaser as follows:

(i) The said properties shall be held and enjoyed by the purchaser without any interruption or disturbances by the Vendor or any person claiming through or under him and without any unlawful disturbances or interruption by any other person whatsoever.

(ii) The Vendor will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further or more perfectly assuring the said properties to the purchaser, his successors or assignees as may reasonably be required.

(iii) That the said properties are free from any mortgage, charge, lien, suretyship, attachment by any court or by any revenue authorities or other encumbrances whatsoever.

(iv) The Vendor agrees to indemnify the purchaser against any loss, damages or expenses that the purchaser may be put to or incur by reason of the discovery of any encumbrances of any sort thereon or the non-payment of any taxes, assessments

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rates and levies and cesses payable in respect of the said properties or any part thereof.

(v) The purchaser shall be at full liberty to apply for and obtain mutation of names in the Government land register and obtain the grant of patta or other confirmation of the title in the purchaser's name.

(vi) The Vendor hereby declares that the properties hereby sold do not come within the ceiling area prescribed by the Kerala Land Reforms Act, Act 1 of 1964 as amended by Act 35 of 1969 and the Urban Land Ceiling Act, 1976 and if it be found later on that the properties hereby sold come within the purview of the ceiling area, the vendor shall surrender to the Government as excess land, the properties other than those hereunder sold belonging to the vendor and keep purchaser's title to the properties given in the schedule hereunder written unaffected.

3. Provided always and it is hereby agreed that whenever such an interpretation would be requisite to give the fullest possible scope and effect to any other contract or covenant herein contained the expression "The Vendor" and the "Purchaser" hereinbefore used shall include their respective successors and assignees and representatives.

Santhamma Kuruville .. Santhamma

Dodt No. 2310/1/195

6/3

1/2

2



SCHEDULE OF PROPERTY

District : Ernakulam
 Sub District : Alwaye
 Taluk : Alwaye
 Firka : Alwaye
 Village : Alwaye
 Kara : Orumathala
 Panchayath : Cheornikkara
 Sy. and Sub Divn. No. : 922/1
 Extent : 40 Cents (16.19 Ares)

DESCRIPTION

All the rights of 40 cents of dry land out of the 63.795 cents of the total land admeasuring 32.4 metres towards east from the northern extremity and 52.3 metres towards south and 32.4 metres towards west and 51.7 metres towards north to the starting point and the right of passage through the pathway running along the southern boundary measuring 32.4 metres long and 3.6 metres wide and also the right of passage through the 3.6 metres wide passage running along the southern side and ending with the Panchayath road on the east.

BOUNDARIES

East : Property of Smt. Santhamma Kuruvila.
 South : Pathway left for the entrance to the scheduled property.
 West : Property of M/s. Midland Real Estate.
 North : Property in Sy. No. 923/3 and the property of Sri Ajith Kumar.

Santhamma Kuruvila.

Santhamma

Dod No. 2310 / 1 / 1983 -

6/6
Am



IN WITNESS WHEREOF the Seller has put her hand and signature hereto in the presence of the following witnesses:

Santhamma Kuruvila.

Santhamma

In the presence of witnesses:

1. V.P. George, S/o. Poulose,
Managing Partner,
Midland Real Estate.

V.P. George

2. A.P. Kuruvila, S/o. Paily,
Elavumparambil, Keezhillam.

A.P. Kuruvila

This deed is prepared by Sri K. Thankappan,
Senior Govt. Pleader, Office of the Advocate
General, Ernakulam Cochin-31.

K. Thankappan

This document is typewritten.

Corrections : Nil

Santhamma Kuruvila.

Santhamma

Book No 2310 / 1 / 1985

6/5

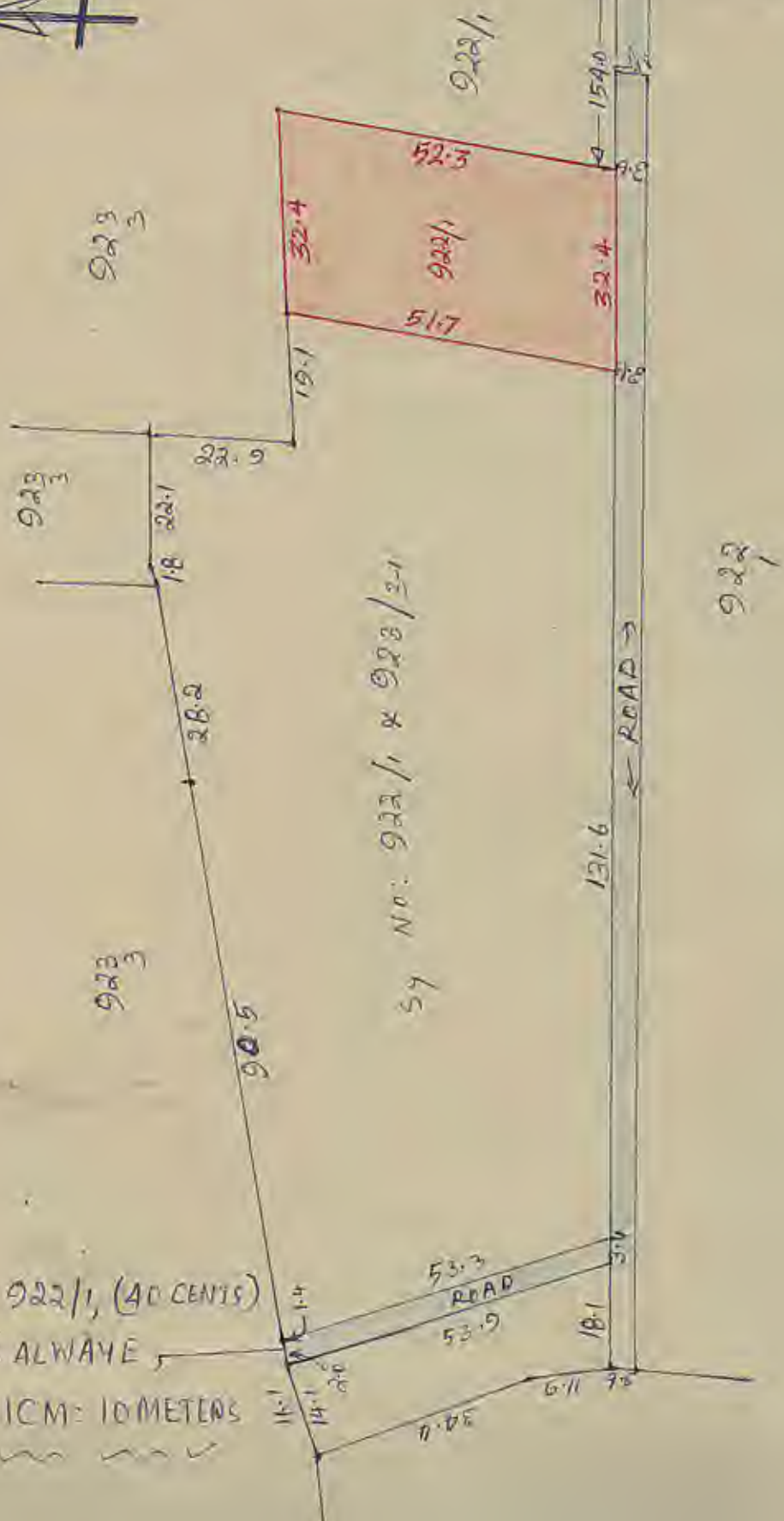
10

10





← PANCHAYAT ROAD →



Sy. No: 922/1, (40 ACRES)
VILLAGE: ALWAYS
SCALE 1CM = 10 METERS

GOVERNMENT OF KERALA
DEPARTMENT OF LAND REVENUE

Receipt

District: Ernakulam

KL07041309419/2021

Taluk: Aluva

Village: Aluva East

Tax paid receipt as per *Thandapper no. 17058

1) Basic land tax	Current year Arrears Interest on Tax	Rs. 525/- Rs. 2100/- Rs.110/-	2021-2022	Block: 35, *Thandapper no. 17058 1) Bharath Sanchar Nigam Limited, Ernakulam Survey no., Area, Type 1)26/3, 1 Hectare, 4 Are 40 Sq.m Land Total area-1 Hectare, 4 Are 40 Sq.m
2) Agricultural Workers Welfare Fund	Current year Arrears Interest on Tax	Rs. 105/- Rs. 440/- Rs.50/-	2021-2022	
Total amount	Rs.3330/-			
3) Basic land tax	Current year Arrears Interest on Tax	Rs. 525/- Rs. 2100/- Rs.110/-	2021-2022	Block: 35, *Thandapper no. 17058 2) Bharath Sanchar Nigam Limited, Ernakulam Survey no., Area, Type 1)26/3, 1 Hectare, 4 Are 40 Sq.m Land Total area-1 Hectare, 4 Are 40 Sq.m

****Thandapper no. :Revenue record in Village office.***

As shown above, Rs, 3330/- (Rupees Three thousand Three Hundred and Thirty only) have been received on today, the 10th August 2021.

Payee: Bharath Sanchar Nigam Limited, Ernakulam.

Place: Aluva East
Date: 10/08/2021

APPUKUTTAN V U
Special village officer/
Village Assistant

GOVERNMENT OF KERALA
REGISTRATION DEPARTMENT
Appendix VII (Rule 168 and 169)
CERTIFICATE OF ENCUMBRANCE ON PROPERTY

GS Number : 8129/21

ID No. : P19612571

Having applied to me for a certificate giving particulars of registered acts and encumbrances if any in respect of the property mentioned overleaf, I hereby certify that a search has been made in Book I and indexes relating thereto for the period shown overleaf for acts and encumbrances affecting the said property and that on such search the acts and encumbrances described overleaf appear. I certify also that except the acts and encumbrances described overleaf, no other entries affecting the said property have been found.

Search made and certificate Prepared by Name (Designation) : Shaji N K(Staff)

Search verified and certificate Examined by Name (Designation) : Asha Abraham(Staff)

Search Made from 01/01/1989 to 31/07/2021

No. of Entries : 0

Office : Aluva

Date : 04-08-2021 11:48 AM

Validity unknown

Digitally signed by ANITHA G S
Date: 2021.08.04 02:25:36 IST
Signature of Registering Officer

Notes:

(1) The acts and encumbrances shown in the certificate are those discovered to the description of properties furnished by the applicant. If the same properties have been described in a registered document in a manner different from the way in which the applicant has described them, transactions evidenced by such document will not be included in the certificate.

(2) Under section 57 of the Registration Act and as per Rule 165(1) persons desiring to inspect entries in the registers and indexes or requiring copies thereof or requiring certificate of encumbrances on specified properties should make the search themselves when registers and indexes will be placed before them on payment of the prescribed fee

(3) As in the present case the applicant has not undertaken the search himself, the requisite search has been made as carefully as possible by the office, but the Department will not on any account be held responsible for any errors in the results of search embodied in the certificate.

Authenticity of this certificate can be verified at :- <http://keralaregistration.gov.in/pearlpublic>

CERTIFICATE OF ENCUMBRANCE OF PROPERTY

Dated : 04/08/2021

Applicant's Name : BSNL Ernakulam,O/o PGM,BSNL Bhavan,Kalathiparambil road

Certificate Number : 8021/21

Property Details :

GS Number : 8129/21

Schedule of property attached

Search Made from 01/01/1989 to 31/07/2021

ID No. : P19612571

Purpose of Certificate : For regularising the records as per direction from Corporate Office,New Delhi

Sl No	Description Of Property	Registration Date	Nature and Value of Document	Executant	Claimant	Reference to Document Entry		
						Volume	Page	Number

----- No Entries -----

Schedule of Property

Sl. No.	Village	Desam	Survey No.	Block	Resurvey No.	Unit (M/F)	Area			Remarks
							Hr / Acre	Ar / Cent	Sqm / Sgl	
1	Aluva East		922/1	035	26/3	F	1	10	205.00	
2	Aluva East		923/3	035	26/3	F	0	2	295.00	
3	Aluva East		922/1	035	26/3	F	0	43	0.00	
4	Aluva East		923/3	035	26/3	F	0	79	500.00	
5	Aluva East		922/1	035	26/3	F	0	40	0.00	