

Educational (1904) Department.

ORDINARY PRINTED.

G.O., No. 671

DATED 11. 11. 04

N. P.

INDEXED

ORIGINAL

[Despatch Abstract.]

Basel Mission High School,
Calicut.

Recording with remarks later from
the Collector of Malabar forwarding after
registration the duplicate copy of the
conveyance deed relating to the land
acquired for the —

BACK PAPERS.

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Government {1904} of Madras. EDUCATIONAL.

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Recd.

Enclosures

Regd.

} 1904.

Spare copies

ORIGINAL

G.O., No. 671, 11th November 1904.

N. P.

NOVEMBER.

Basel Mission High School, Calicut.

Recording, with remarks, letter from the Collector of Malabar forwarding after registration the duplicate copy of the conveyance deed relating to the land acquired for the —.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

READ—again the following paper :—

G.O., No. 539, Educational, dated 21st September 1904.

ABSTRACT.—Forwarding to the Collector of Malabar for registration under the Registration Act, 1877, the original and duplicate of the conveyance deed executed by the Basel Mission Educational Council.

READ—also the following paper :—

From A. F. PINHEY, Esq., I.C.S., Collector of Malabar, to the Secretary to Government, Educational Department, dated Calicut, 1st November 1904, R. Dis. No. 39/Pub.

With reference to G.O., No. 539, Educational, dated 21st September 1904, I have the honour to state that the conveyance deed relating to the land acquired for the Basel Mission High School has been registered and the original deed handed over to the Manager of the Basel Mission Educational Council. The duplicate is forwarded herewith.

ENCLOSURE.

This Indenture made the fifteenth day of September 1904, between THE RIGHT HONOURABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the Vendor" of the one part) and the BASEL MISSION EDUCATIONAL COUNCIL CALICUT being an association registered under the provisions of section 26 of the Indian Companies Act 1882 (hereinafter called "the purchaser" of the other part).

WHEREAS the piece or parcel of land and premises hereinafter intended to be hereby granted conveyed and assigned was duly acquired by the Vendor under the provisions of the Land Acquisition Act, 1894, and WHEREAS the compensation awarded for such acquisition was paid partly by the Government of Madras on behalf of the Vendor and partly out of the funds belonging to and paid to the Government of Madras by the Basel German Evangelical Mission and WHEREAS the purchaser has been incorporated for the purpose of carrying out in British India the objects and managing the affairs of such Mission in British India and WHEREAS it has been agreed between the Vendor and the purchaser acting on behalf of the said Mission that in consideration of the sum of Rupees Twelve thousand and eleven, annas Two and pie One (Rs. 12,011-2-1) being the proportion of the said compensation paid by the said Mission to the Government of Madras the Vendor shall execute in favour of the purchaser such conveyance of the said piece or parcel of land and premises as is hereinafter contained subject to the terms and conditions hereinafter contained. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees Twelve thousand and eleven, annas Two and pie One (Rs. 12,011-2-1) so paid as aforesaid the Vendor doth hereby grant convey and assign unto the purchaser its successors and assigns ALL that piece or parcel of land situate in the

District of Malabar in the Taluk of Calicut in the Kalathinkunnu Desom and Amsom and being more particularly described in the schedule hereunder written TOGETHER with all buildings fixtures trees commons hedges ditches fences ways waters watercourses liberties privileges easements advantages and appurtenances whatsoever to the said piece or parcel of land and premises or any of them in any wise appertaining or heretofore occupied or enjoyed therewith and all the estate right title interest property claim and demand whatsoever of the Vendor into and upon the same premises TO HAVE AND TO HOLD the said piece or parcel of land and premises hereby granted conveyed and assigned or expressed so to be unto the purchaser and its successors SUBJECT nevertheless to the covenants restrictions stipulations and agreements hereinafter contained AND the Vendor doth hereby for himself and his successors covenant with the purchaser and its successors that notwithstanding any act deed or thing by the Vendor done or executed or knowingly suffered to the contrary, he the Vendor hath now good right to grant convey and assign the premises hereby granted conveyed and assigned or expressed so to be unto the purchaser its successors and assigns in manner aforesaid AND that the purchaser and its successors shall at all times hereafter peaceably and quietly possess and enjoy the said premises subject as is hereinafter provided and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or his successors or any person or persons lawfully or equitably claiming through under or in trust for him them or any of them AND that free from all encumbrances whatsoever made or suffered by the Vendor or by any person or persons lawfully or equitably claiming as aforesaid AND further that he the Vendor and his successors and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof through under or in trust for the Vendor or his successors shall and will from time to time and at all times hereafter at the request and cost of the purchaser and its successors do execute and register or cause to be done executed or registered all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchaser and its successors subject as aforesaid as shall or may reasonably be required AND further that in case the said piece or parcel of land and premises shall at any time hereafter be resumed by the Vendor or his successors under the provisions in that behalf hereinafter contained the Vendor his successors or assigns will pay to the purchaser its successors or assigns as and by way of compensation for the same the said sum of rupees Twelve thousand and eleven, annas Two and pie One (Rs. 12,011-2-1) or the then ascertained value of the land whichever should be less together with the actual cost or the then ascertained value whichever should be less in amount of any buildings or other works which shall then be in or upon the said piece or parcel of land.

AND the purchaser doth hereby for itself its successors and assigns covenant with the Vendor his successors and assigns that the purchaser its successors and assigns will at all times hereafter pay the assessments and taxes that may from time to time be levied upon the said piece or parcel of land and premises by the Government of Madras under the rules from time to time in force for the levy of assessments and taxes on lands and premises of a like nature AND will not save with the previous consent of the said Government use the said piece or parcel of land or any buildings now or hereafter erected thereon for purposes other than educational purposes approved by such Government AND will not save with the like consent grant convey or assign lease or let or part with the possession of the said piece or parcel of land and premises or any part thereof to any person or persons whomsoever other than the Vendor his successors or assigns AND further that in case the said piece or parcel of land and premises shall at any time hereafter cease to be used save with the said consent of the said Government of Madras for other than educational purposes approved of by the said Government the said piece or parcel of land and premises and all buildings thereon shall at the option of the Vendor his successors or assigns immediately revert to and become the property of the Vendor his successors and assigns and that the purchaser its successors or assigns will forthwith upon being required so to do by the said Government of Madras, execute in favour of the Vendor his successors and assigns such conveyance or other assurance for vesting the said piece or parcel of land and premises and every part thereof with the buildings thereon and appurtenances thereto in the Vendor his successors and assigns or as he or they shall direct AND that it shall be lawful for the Vendor his successors and assigns to re-enter upon any part of the premises in the name of the whole and to resume possession thereof as of his former estate AND thereupon these presents and every article clause or thing therein contained on the part of the Vendor his successors or assigns shall absolutely cease and determine.

IN WITNESS whereof Herbert Douglas Taylor Secretary to the Government of Madras in the Educational Department by order and direction of His Excellency the Governor-General of India in Council acting for and on behalf of the Vendor hath hereunto set his hand and seal and the common seal of the purchaser hath been hereunto annexed the day and year first above written.

Schedule.

Registration District.	Sub-Registration District.	Village.	Survey number and name of land.	Boundaries of the land.				Extent.
				North.	East.	South.	West.	
South Malabar.	Calicut.	Kalathinkunnu Desom and Amson.	S. No. 14 ^a . Satramulla Kovilagam paramba. Portion of S. No. 53. Satram paramba. Portion of S. No. 4 ^a . Sathrathinte Vadakke paramba.	Public road.	Public road.	Southern portions of S. Nos. 53 and 4 ^a .	Portion of S. No. 4 ^a and S. No. 14 ^a .	6.44 acres.

SIGNED sealed and delivered by the above-named Secretary to the Government of Madras in the Educational Department.

H. D. TAYLOR,
Ag. Secretary.

in the presence of

P. T. THARYAN.

THE Common seal of the Basel Mission Educational Council, Calicut, has been hereunto annexed in the presence of

HANS KNOBLOCH.

the Manager of the said Council

HANS KNOBLOCH.

ORDER—No. 671, Educational, dated 11th November 1904.

Recorded.

2. The duplicate copy of the conveyance deed will be forwarded to the Superintendent of the General Records for safe custody.

(True Extract.)

H. D. TAYLOR,
Ag. Secretary to Government.

To the Superintendent of the General Records,
with duplicate copy of conveyance deed.

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EDUCATIONAL DEPARTMENT.

NOTES CONNECTED WITH G.O., No. 671, EDUCATIONAL, DATED
11TH NOVEMBER 1904.

[SUBJECT.—*Conveyance deed relating to the land acquired for the Basel Mission
High School, Calicut.*]

From the Collector of Malabar, No. 39, dated 1st November 1904.

In obedience to G.O., No. 589, Educational, dated 21st September 1904, the Collector of Malabar reports that he has had the conveyance deed registered and has handed over the original to the Mission Council and returns the duplicate copy of the deed to Government.

Submitted that the letter from the Collector may be recorded and the duplicate copy of the conveyance deed forwarded to the Superintendent of the General Records for safe custody. A draft is placed below for approval.

K. KUPPUSWAMI MUDALIYAR—9-11-04.

V. KRISHNASWAMI—9-11-04.

Issue.

A. GALLETTI—11-11-04.

[G.O., No. 671, Educational, dated 11th November 1904.]

Educational (190⁴) Department.

CURRENT No. 1260.

From

[Name] A. F. Pinhey, Esq., I.C.S.,

[Designation] Collector of Malabar,

[Station] CALICUT.

Q. No. 29/12/6.94

Dated 1st November 1904. 190 .

Enclosures

Received 190 .

Registered 190 .



SUBJECT.

Forwarding the duplicate of the conveyance deed re- the land acquired for the Basel Mission High School, Calicut.

BACK PAPERS.

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Complete papers

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624: 15-12-03 M

FURTHER PAPERS.

RTM
5/11

G.

The Secretary to Government,

Educational Department.

Sir,

With reference to G. O. No. 589 Educational dated 21st September 1904 I have the honour to state that the conveyance deed relating to the land acquired for the Basel ~~Commission~~ High School has been registered and the original deed handed over to the Manager of the Basel Mission Educational Council. The duplicate is forwarded herewith.

I have the honour to be,

Sir,

Your most obedient servant,

Collector.

2/11/04

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READ AGAIN G.O., No. 589, dated 21. 9. 1904.

READ ALSO :—

C. No. 1960, From the Collector of Malabar. Rd. No. 39, dated 1. 11. 1904.

ORDER No. 671, dated 11. 11. 1904

P. S.

Recorded.

2. The duplicate copy of the conveyance deed will be forwarded to the Superintendent of the General Records for safe custody.

КК-М
9.11.04

9.11.04

The Supd. G.R. with duplicate
copy of Conveyance &c.

Seed Received

Feb. 22/2405

First copy sent to Press.

Returned for signature.

Despatched in print.

READ AGAIN G.O., No.
190 .

DATED

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESTROY
IN ORIGINAL.

N.B.—

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- P = Print abstract only.
- Q = Print heading only.

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6 p
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Print with notes
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7/11