

Home (1919) Department.

(Education)

Ordinary SERIES.

G.O. No. 1507

DATED 5-12-19

INDEXED

[Despatch Abstract.]

Deed of Conveyance.--

Returning duly signed the---- relating to the land
acquired for the construction of a hostel for the Maharaja's Sanskrit
College, Vizianagaram.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

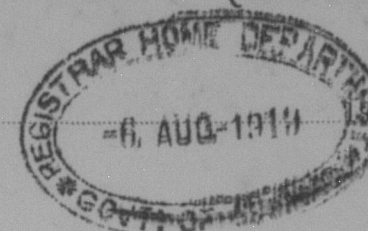
FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

St. 1000 No. 135.
4,000-8-08.

Home (EDUCATIONAL) DEPARTMENT.

Received



Registered

CNO. 1520B
7. P. 1909

Subject.

Forwarding for signature and return a deed of conveyance in respect of the lands acquired for a hostel for the students of the Maharajah's Sanskrit College, Vizianagaram.

ENCLOSURES.

No. One deed

Spare copies

R.C.No. 810 B & G /17.

Station Vizagapatam, Dated the 2nd August 1909.

From (Name) C. A. Henderson Esq., I.C.S.,

(Designation) District Collector.

To The Secretary to the Government of Madras,

Home (Educational) Department.

Sir,

Copy Cam and

Adverting to G.O.No.98 dated 29th January 1918 regarding the acquisition of land required for a hostel for the students of the Maharajah's Sanskrit College at Vizianagaram, I have the honor to forward herewith the deed of conveyance referred to in para 3 of the Government Order under reference and to request that you will be so good as to affix your signature to the deed and to return it to this office.

I have the honor to be,

Sir,

Your most obedient servant,

Ktananuncub
For Collector.

4/8/19

484

” ” ” ” ” ” 191 .

C. No. 1520B, From the Collector of Vizalapatam, No. 810B of dated 2-8-1919

Memo
~~ORDER.~~

No. 1520B-1, dated 12.8. 1977.

with reference to his letter ²² No. 12
810 P + G of 2. 8. 19 Submitting a deed of
conveyance relating to the land
acquired for a hostel for the ^(Maharajah's) Sanskrit
College at Vizianagaram, the Collector
of Vizagapatnam is requested to
ascertain whether the college authorities
have any objection to the insertion
in the deed of a clause providing
for the continued use of the land for
the purpose for which it was
acquired and, except with the
approval of Govt., for no other
purpose, and if they have none,
to have the deed suitably amended
and resubmitted at an early
date.

vide page 526 of note recorded
in G.O. No. 820 of 1-7-49. (L)

Ra
very

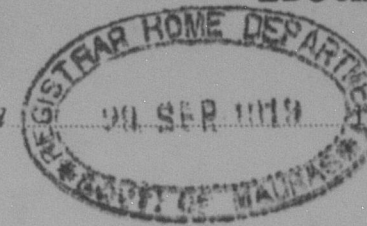
Remains after
six weeks

To the Court of Vozas with the
deed returned

$\frac{9.8 \cdot 10^9}{9 \text{ s}}$
 $\frac{11.8 \cdot 10^9}{11.8 \text{ s}}$
 $\frac{12 \cdot 10^9}{12 \text{ s}}$

EDUCATIONAL DEPARTMENT.

Received



Registered

28-8-190

Subject.

Stating that the insertion ⁱⁿ of the deed of conveyance relating to the land acquired for a hostel for the Maharajah's Sanskrit college, Vizianagaram, of a clause referred to in Government Memo No. 1520 B-1 dated 12-8-1919 is *objected to*.

ENCLOSURES.

No.

one

Spare copies

P.C. No. 810/B&G of 1917.

Station Vizagapatam, Dated the 25th Septemb 19019.

From (Name) C.A. Henderson Esq., I.C.S.,

(Designation) Asst. Collector of Vizianagaram.

To The Secretary to the Government of Madras,

HOME (Educational) Department.

Sir,

Gotra Camund

p. 2. C.F.

Adverting to Government Memorandum No. 1520 B-1 dated the 12th August 1919 regarding the deed of conveyance relating to the land acquired for a hostel for the Maharajah's Sanskrit college, Vizianagaram, I have the honor to enclose herein a copy of letter No. 60 dated 11-9-1919 (together with a copy of its enclosure) from the principal, Maharajah's College, Vizianagaram, objecting to the insertion in the deed of the γ clause referred to in the Government Memorandum under reply.

The deed of conveyance has not yet been returned by the Divisional Officer, Vizianagaram. It has been called for ^{and} will be submitted on receipt.

I have the honor to be,
Sir,

Your most obedient servant,

Mr B. 1919

11 Dec 1919

Ho. Secy

2798

Director of Public Instruction,

Madras

The Old College,
Tanjavur.

28th July 1913.

My dear Fowler,

The rule now is that a mortgage deed may be required. It is only asked for when there seems special reason to do so. The question is usually taken up when the grant is about to be paid. In the Raja's case I do not anticipate that there are any circumstances that will make a mortgage deed necessary.

Yours sincerely,

Sd/- J.H. Stone.

/True Copy/

Maharaja's Sanskrit
College, Vizianagaram,
Dated 11th September 19.

Sd/- K. Ramanuja Chari,
Principal.

Letter No. 60 dated 11-9-1919 from the Principal, Maharaja's College, Vizianagaram, to the Divisional Officer, Vizianagaram.

---oOo---

With reference to your letter R.C. No. 1283 of 19, dated 28-8-1919, forwarding therewith the deed of conveyance relating to the acquisition of land required for the Sanskrit college Hostel and asking if there is "any objection to the insertion in the deed of a clause providing for the continual use of the land for the purpose for which it was acquired and for no other purpose except with the approval of the Government", I have the honor to submit that such a clause is unnecessary for the reasons given below:-

1. The Samasthanam has been spending on an average more than Rs.14000/- a year for the maintenance of the Sanskrit college including the boarding charges of the students for some years. The charges are likely to grow and not to decrease. The average strength of the college is 90 to 100. Seeing the inconvenience to which the students are put for want of a hostel, it has generously resolved to build one at a cost of Rs.10,000/- It has

is distinct from conveyance
deed of land specially acquired
compulsorily for a particular
purpose.

2.

already spent about Rs.7,700/- for the purchase of the sites including those that are now acquired by the Government.

2. The Samasthanam has spent about Rs.13,000/- for the erection of the building including the compound wall.

3. It may be remembered that all the vacant land near the Sanskrit college belongs to the Samasthanam. If, therefore, it wants land for building purpose, it can easily do so on any part of it without thinking of using the present acquisition. Regard being had to the above facts, is there any likelihood that the land now acquired will be used for any other purpose than for the benefit of the students of the Sanskrit college?

If there is not, the insertion of the clause is harmless.

I may be permitted to state here that the Government were pleased to contribute over Rs.4800/- for the Sanskrit college building. Although the grant-in-Aid code requires that when a grant is made for such a purpose the building may be mortgaged to the Government for forty years, no such mortgage was executed, as the Director of public instruction at the time (Sir J.H. Stone) thought it was unnecessary in the case of the Vizianagaram Samasthanam. (Vide copy of the letter written by him to Mr. Fowler who was the Trustee of the Vizianagaram Samasthanam when the Sanskrit college building was constructed).

AP's exempted in such.

I may be also permitted to state here that the Government never required any mortgage deed or promise such as the one suggested when it gave a few years ago about Rs.19,000/- for additions made to the English College.

I therefore submit that the insertion of such a clause as is referred to is unnecessary.

/True copy/

[Signature]

For Mr. Collector.

P.V.R/26/9/19

K.D. 26/9/19

Home (Sd) Department

CNo 189573.

memo. 18950-18960

Int. not to Mr. P.R.

b/c

for 820 31-7-19 (not available)

pages 4 & 5 C

with reference to his letter No. 810 B & 98 is. 9. 19 on the subject of the conveyance of a piece of land acquired for the Maharaja's Sanskrit College, Vizianagaram, the Collector of Vizianagaram is informed that his decision to insert in the deed of conveyance a clause providing for the continued use of the land for the purpose for which it was acquired, though of recent date is being strictly followed in all such cases without exception. If, as the Principal of the College points out in his letter No. 60 & 4-9-19, it is not likely that the land will be used for any other purpose than that of the college, the objection of the college authorities to the insertion of the clause is not understood. The objection on the other hand, that the clause is unnecessary in itself, the Govt. considered and decided in favour of the clause.

Regret that they are unable to accord any exceptional treatment to the Maharaja's College in this respect.

2. The Collector is requested to inform the authorities of the College accordingly and ascertain whether, in the circumstances, they are prepared to assent to the ^{insertion} of the clause in question. If they are not, the Collector is requested to submit proposals for the disposal of the land at an early date.

10.10.19
5.10.19
6/10/19

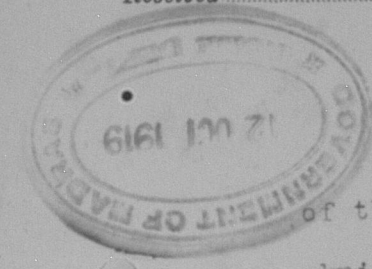
To the Collector of Vizagapatam
[To be reminded after 2 weeks]
Noted in C.B.

Stock No. 135.
4,000 T-9-08.

EDUCATIONAL DEPARTMENT.

1992 B
13.10.19

Received 190 , Registered 13.10.19



Subject.

Resubmitting the deed of conveyance in respect of the land acquired for a hostel for the Maharajah's Sanskrit College, Vizianagram.

ENCLOSURES.
No. One deed of Conveyance (for reference)
Spare copies

R.C. No. 810/B&G of 17.

Station Vizagapatam, Dated the 3rd October 1919.

From (Name) H.R. UZIELLI ESQ., I.C.S.,

(Designation) Sub Collector in Charge.

To The Secretary to the Government of Madras,

HOME (Educational) Department.

Sir,

Encls

p. 3 Cl.

In continuation of my letter R.C. No. 810/B&G of 1917 dated 25th September 1919, I have the honor to resubmit the deed of conveyance in respect of the land -- acquired for a hostel for the Maharajah's Sanskrit College Vizianagram.

I have the honor to be,
Sir,
Your most obedient servant,

For Ag. Collector.

Encl 1992 B-1
17.10.19
The deed of Conveyance is returned to the Collector of Vizagapatam with reference to Memo. No. 189573-18 6.10.19. (File placed below)

16.10.19
17.10.19

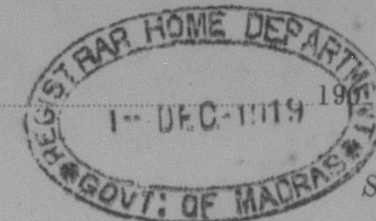
CH 17.10.19

P.V.R/7/10/19

17.10.19

To the Collector of Vizag with deed.

Home (Education)
ECCLESIASTICAL DEPARTMENT



Received

Registered

2. 12. 1909

Subject.

Resubmitting the deed of conveyance executed by the
Trustee, Vizianagram Estate for the lands acquired for
the construction of a hostel attached to the Maharajah's
sanskrit college Vizianagram.

ENCLOSURES.

No.

One Conveyance
Deed by Regd Post.

Spare copies

Re

Bsf

R. Dis No. 810 of 19.

Station Vizagapatam, Dated the 27th November 1919

From (Name) S.W.G.I. Maciver Esq., I.C.S.,

(Designation) collector of Vizagapatam.

To The Chief Secretary to the Government of Madras.

Home (Education) Department.
Madras.

Sir,

P. 6 C.P.

P. 8 C.P.

In reply to Government Memorandum Nos. 1895 B-1
dated 6th October 1919 and 1992 B - 1 dated 17-10-1919,
I have the honor to resubmit herewith duly amended the
deed of conveyance executed by the Trustee, Vizianagram
Estate, for the lands acquired for the construction of a
hostel attached to the Maharajah's sanskrit college,
Vizianagram.

I have the honor to be,
Sir,
your most obedient servant,

For Collector.

P.V.R./27/11/19

27/11/19

27/11/19

THIS INDENTURE made the fifth day of December One thousand nine hundred and nineteen B e t w e e n THE RIGHT HONOURABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called - 'the vendor') of the one part and Rai Saheb V.T.Krishnamachari residing at Vizianagaram (Cantonment) being the present additional trustee of the Vizianagaram estate(hereinafter called the 'purchaser' of the other part)

W H E R E A S the purchaser is the duly nominated trustee under the deed of trust dated the twenty eighth day of October One thousand nine hundred and twelve executed by the Honourable Mirza Rajah Sri - Pushavati Viziarama Gajapathi Raj Manya Sultan Bahadur Rajah of Vizianagaram Lalita Kumara Devi alias Chitti Rani and John Charles Hill Fowler and the said deed of trust empowers the Trustee amongst other things to maintain permanently out of the Trust funds the Maharajah's Sanskrit College at Vizianagaram.

A N D W H E R E A S the piece or parcel of land and premises intended to be hereby granted conveyed and assigned were duly acquired by the vendor under the provisions of the Land Acquisition Act I of 1894 at the request of the purchaser for the purpose of constructing a hostel for the students of the said Maharaja's Sanskrit College at Vizianagaram.

A N D W H E R E A S the compensation money was paid partly by the Government of Madras out of Provincial funds and partly out of funds belonging to and paid by the purchaser out of the Trust funds for the for the purpose abovementioned.

A N D W H E R E A S it has been agreed between the Vendor and the purchaser that in consideration of a sum of Six thousand two hundred and ninety eight Rupees ten annas and one pie being the proportion of the compensation money so paid by the purchaser to the Government of Madras the vendor shall execute in favour of the purchaser such a conveyance of the said pieces of parcels of land 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 six thousand two hundred and ninety eight rupees, ten annas and one pie so paid as aforesaid the receipt whereof the vendor doth hereby acknowledge the vendor doth hereby grant



Home

Department.

Education Branch.

REMINDER.



REPLY.

To

The Collector of

Vizianapatam

The undersigned ~~has the honour to invite~~
is directed to invite
~~invites~~

attention to the communication noted in the
am No. 1995 B-1, dated 6.10.19, margin and to
request that
this reminder may be returned at once with
information as to—

- (1) the stage at which the matter now is,
- (2) the date by which a reply may be expected and
- (3) the circumstances which have caused the delay.

2. It is requested that the reply to this
reminder may be sent not later than

Ramamachary

Office Home Department.

Signature.

Station Fort St. George.

Registration

Dated 29. 11. 19.

SUBJECT.

Conveyance deed relating to the land acquired
for the Maharaja's Sanskrit College, Vizianapatam.

13
No 2495 B
5.12.19

12
The Secretary to Government
Home (Education) Dept
Madras.

Sir,
I have the honour
to state that a reply
to the reference quoted in the
margin was despatched
on 29.11.19. The enclosure
to the letter viz. Conveyance
deed was despatched
by Registered post on the
same day.

I have the honour to
remain,

Your obedient servant

16/11/19
D. S. Collector

29/11/19
11.12.19

Home (Edn) Dept

Lodged with reference
to G.O. No. 1507/5-12

9.12.19
16/11/19

Re 810 7/77
BA

When given for copying

When copied

When examined

When signed

191

8/11/19

READ AGAIN G.O. No.
191

DATED

SENT No.

ENCLOSURES TO G. No.

ORDER OF GOVERNMENT

OF GOVERNMENT

STATEMENT WITH LITTO.

PAPERS NOT FILLED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL.

E.E.—

A = Copy in full.

B = Not to be copied.

P = Copy abstract only.

Q = Copy heading only.

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