

Law (1921) Department.
Education
Ordinary SERIES.

G.O. No. 1743

DATED 5-12-21

INDEXED

[Despatch Abstract.]

L a n d.-

Deed of conveyance - Ramakrishna Students'

Home, Mylapore - Play ground - Signed and returned.

BACK PAPERS.

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G.P. 51.



23-NOV-1921 DEPARTMENT.

In future letters, please quote No. A-1-455-21. dated 22-11-21. and short title*

Rec'd _____ Enclosures *one*
Reg'd _____ Spare copies _____

Telephone No. 52550.
Post Box No. Govt
Telegraphic Address:

Dated 22nd November 1921.

From (Name) J.C.MOLONY ESQUIRE I.C.S.
(Designation) COLLECTOR OF MADRAS.
(Address) G.P.O. MADRAS.

To The SECRETARY TO GOVERNMENT,
HOME (EDUCATION) DEPARTMENT.

Sir,

- * Land Acquisition - Mylapore - R.S.No.1605(part) -
- Ramakrishna Students' Home - ~~Play~~ Play ground -
- Conveyance deed - Execution of - G.O.No.1282.
- Home (Education) dated 2-11-20.

I enclose the engrossment of the conveyance in respect of the above property. Please execute it on behalf of Government and return it to me.

I have the honour to be,

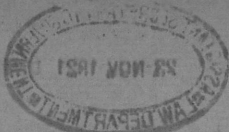
Sir,

Your most obedient servant.

DESPATCHED
22 NOV 1921

K.A.

K. A. Molony
COLLECTOR.



3

THIS INDENTURE made the 5th day of December One thousand nine hundred and twenty one Between the Right Hon'ble the Secretary of State for India in Council (hereinafter called the Vendor) of one the part and SWAMI SARADANANDA Secretary of the Ramakrishna Mission Swami Subodananda and Swami Mahimananda all residing at present in Mohalla Luxa Benares City being three of the members of the governing body of the Ramakrishna Mission an Association incorporated under Act XXI of 1860 of the Governor General of India in Council having its Head Quarters at Belur in the District of Howrah in the Presidency of Bengal (hereinafter called the "purchasers") of the other part.

WHEREAS the piece or parcel of land and premises hereinafter intended to be hereby granted conveyed and assigned were duly acquired by the vendor under the provisions of the Land Acquisition Act 1894 for a play ground for the Ramakrishna Students Home at Mylapore belonging to the Ramakrishna Mission aforesaid.

AND WHEREAS the compensation awarded for such acquisition was paid partly by the Government of Madras from Provincial Funds on behalf of the vendor and partly out of the Funds belonging to the purchasers and paid to the Government of Madras by the purchasers.

AND WHEREAS the claimants for compensation have applied to the Chief Judge of the Court of Small Causes Madras for enhanced compensation under sections 18, 30 & 31(2) of the Land Acquisition Act and if any such enhanced compensation is awarded the purchasers have agreed to pay the same and all expenses that may be incurred by the vendor in the conduct of the said Land Acquisition case in all Courts.

AND WHEREAS the Government of Madras in their order No. Mis. 1282, Home (Education), dated the 2nd day of November one thousand nine hundred and twenty directed ^{that} the said piece or parcel of land and premises should after acquisition be conveyed to the authorities of the said Ramakrishna Students Home by a formal deed of conveyance.

AND WHEREAS it has been agreed between the vendor and the purchasers that in consideration of the sum of Rupees eight thousand five hundred and twenty annas nine and pies three being the proportion of the said compensation paid by the purchasers to the Government of Madras the vendor shall execute in favour of the purchasers such a 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 Eighteen thousand five hundred and twenty annas nine and pies three so paid to the Government of Madras by the purchasers as aforesaid at the vendor doth hereby admit and acknowledge the vendor doth hereby grant convey and assign unto the purchasers their successors and assigns ALL that piece or parcel of land situated in the village of Mylapore in the Registration Sub District of Mylapore in the Registration District of Madras Chingleput and being more particularly described in the schedule hereunder written TOGETHER with all trees commons hedges ditches fences ways waters watercourses liberties privileges easements advantages and appurtenances whatsoever to the said piece or parcel of land in any way appertaining or heretofore occupied or enjoyed therewith and all the estate right title interest property claim and demand whatsoever of the vendor in to 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 purchasers their successors and assigns SUBJECT nevertheless to the covenants/~~restrictions~~ stipulations and agreements hereinafter contained and the vendor doth hereby for himself and his successors covenant that in case the said piece or parcel of land and premises or any part thereof 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 under the provisions in that behalf hereinafter contained will pay to the purchasers

purchasers their successors or assigns as and by way of compensation for the same the sum of Rupees Eighteen thousand five hundred and twenty annas nine and pies three or a sum proportionate to the part resumed together with the actual cost or the then ascertained value whichever should be the less in amount of any buildings or other works which shall then be in or upon the said piece or parcel of land or any part thereof or which may have been erected by the purchasers or their successors at their cost on the said piece or parcel of land or any part thereof excluding any grant in aid which might have given by the Government of Madras towards such erection.

And the purchasers do hereby for themselves their successors and assigns covenant with the vendor his successors and assigns that the purchasers their 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 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 prior to the lapse of forty years from the date of execution of this conveyance save with the previous consent and approval of the said Government in writing use the said piece or parcel of land or any part thereof or any buildings now or hereafter erected thereon for purposes other than those for which the said piece or parcel of land was acquired AND FURTHER that the purchasers will pay any increased compensation in respect of the hereinbefore recited application for enhanced compensation that may be awarded by the said Chief Judge of the Court of Small Causes Madras or by any other Court to which an appeal may be taken and all expenses incurred by the vendor in the conduct of the reference under the Land Acquisition Act and any appeal therefrom AND FURTHER that in case the said piece or parcel of land and premises or any part thereof shall at any time prior to the expiration of forty years from the date of execution of this conveyance cease to be used save with the consent and approval of the said Government of Madras as aforesaid for other than educational purposes or purposes other than those for which the said piece or parcel of land was acquired the said piece or parcel of

land and premises and all buildings thereon shall at the option of and on demand by the vendor his successors or assigns immediately revert to and become the property of the vendor his successors and assigns and that the purchasers their 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 a 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 and his successors shall absolutely cease and determine.

IN WITNESS whereof Pratap Chandra Dutt Acting Secretary to the Government of Madras in the Law (Education) Department by order and direction of His Excellency the Governor of Fort St. George in Council acting for and on behalf of the vendor and C. Ramaswami Ayyangar the duly constituted attorney of the purchasers have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

All that piece or parcel of land situate in the village of Mylapore in the Registration Sub District of Mylapore in the Registration District of Madras Chingleput bearing Re-Survey No. 1605/1-B-1 and bounded on the North by R. S. No. 1605/1-A-1 of Mylapore on the East by R.S. No. 1603 of Mylapore on the South by R.S. No. 1605/1-B-2 of Mylapore and on the West by R.S. No. 1605/1-A-1 & 1605/2 of Mylapore and containing by admeasurement

1 cawny

1 cawny 19 grounds and 827 sq. ft. or thereabouts.

SIGNED sealed and delivered
by the abovenamed Pratap Chandra Dutt } Pratap Chandra Dutt,
in the presence of } 5-12-21.

C.V. Viswanatha Ayyar,
5-12-21.
Clerk, Law (Edn) Department.

C. Natesa Ayyar,
5-12-21.
Clerk, Law (Edn) Dept.

Signed sealed and delivered by
the abovenamed C. Ramaswami Ayyangar } C. Ramaswami Ayyangar,
the duly constituted attorney of the } the duly constituted
said Swami Saradananda in the presence } attorney of Swami
of } Saradananda.
12th Novr. 1921.

S. Veeraraghavachari
Retired Dy. Cashier,
Bank of Madras, Madras.
12-11-21.

T.S. Krishna Rao,
Asst. Accountant,
Madras Central Urban Bank Ltd.,
Mylapore - 12-11-21.

Signed sealed and delivered by)
the abovenamed C. Ramaswami Ayyangar (} C. Ramaswami Ayyangar,
the duly constituted attorney of the } the duly constituted
said Swami Subodananda in the presence } attorney of Swami
of } Subodananda.
12-11-21.

S. Veeraraghavachari,
Retired Deputy Cashier,
Bank of Madras, Madras.
12-11-21.

T.S. Krishna Rao,
Asst. Accountant,
Madras Central Urban Bank Ltd.,
Mylapore - 12-11-21.

Signed sealed and delivered by)
the abovenamed C. Ramaswami Ayyangar (} C. Ramaswami Ayyangar,
the duly constituted attorney of the } the duly constituted
said Swami Mahimananda in the presence } attorney of Swami
of } Mahimananda.
12-11-21.

S. Veeraraghavachari,
Retired Deputy Cashier,
Bank of Madras, Madras,
12-11-21.

T.S. Krishna Rao,
Asst. Accountant,
Madras Central Urban Bank Ltd.,
Mylapore - 12-11-21.

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When signed

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READ AGAIN G.O. No.
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DATED

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT ..

A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DICTO.

PAYERS NOT FILLED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL

N.B.—

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