

Law Education (1926) Department.

His SERIES.

G.O. No. 949

DATED 26-5-26

[Despatch Abstract.]

Item :-

Deed of Conveyance - Ramakrishna Residential High School,

Mylapore - Signed and returned.

BACK PAPERS.

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

FURTHER PAPERS.

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

Telephone No. 3452
In reply please quote
No. A-2-547/26

Madras Collector's Office,
G.P.O., Madras,
14th May 1926.

From

Dewan Bahadur R. Ramachandra Row Esq., C.S.I.,
Collector of Madras.

To

The Secretary to Government,
Law (Education) Department, Fort St, George.

Sir,

Land acquisition - Mylapore - R.S.No.1605/5 - for Masters' quarters - Ramakrishna Residential High School - Conveyance - G.O. No.2143 dated 14th December 1925.

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,

M.K./14-5-26/P

Collector.

THIS INDENTURE made the 22nd day of May One thousand nine hundred and twenty six 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 SWAMI SARADHANANDHA Secretary for the time being of the Ramakrishna Mission SWAMI SANKARANANDHA and SWAMI MAHMINANANDHA all residing at present in Mohalla Luxer Benares City being three of the Trustees and 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 the construction of Master's Quarters for the Ramakrishna Residential High School 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 purchasers have agreed to pay all enhanced compensation and expenses that may be incurred by the vendor in the conduct of references in Court under the Land Acquisition Act should it become necessary so to do.

AND WHEREAS the Government of Madras in their order No.2143 Law (Education) Department dated the fourteenth day of December One thousand nine hundred and twenty five 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 Fourteen thousand

thousand two hundred and sixty four Rupees fourteen annas and six pies 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 Fourteen thousand two hundred and sixty four Rupees fourteen annas and six pies so paid to the Government of Madras by the purchasers as aforesaid as 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 situate 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 their successors or assigns as and by way of compensation for the same the sum of Fourteen thousand two hundred and sixty four Rupees fourteen annas and six pies or a sum proportionate to the part resumed together with the actual cost or the then ascertained value which ever 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 been given by the Government of Madras towards such erection.

A N D 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 that may be awarded by the 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 a 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 educational purposes or purposes 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

6

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 V. T. KRISHNAMAACHARIYAR Secretary to the Government of Madras in the Law (Education) Department by order and direction of The Government of Madras acting for and on behalf of the vendor and C. Ramasawmy Aiyangar 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

A L L 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.1605/5 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. 1606 of Mylapore and on the West by R.S.No.1605/4 of Mylapore and containing by admeasurement 1 cawny 6 grounds and 50 sq ft or thereabouts.

SIGNED sealed and delivered by the
abovenamed V. T. KRISHNAMAACHARIYAR
in the presence of -----

V. T. Krishnamachari

C.V. Visvanathaiyar
Clerk, Law Department.

C.S. David
Clerk, Law Department.

SIGNED sealed and delivered by the
abovenamed C. RAMASWAMI IYENGAR the
duly constituted attorney of the
said SWAMI SARADHANANDHA in the
presence of-----

C. Ramaswami Aiyangar
the duly constituted
attorney of Swami
Saradhanandha

T.S. Ramaswami Aiyar
High Court Vakil
Mylapore Madras.

P.N.Srinivasachari
Professor, Pachaiyappa's College
Madras.

SIGNED sealed and delivered by the
abovenamed C. RAMASWAMI IYENGAR the
duly constituted attorney of the
said SWAMI SANKARANANDHA in the
presence of -----

T.S. Ramaswami Aiyar
High Court Vakil
Mylapore Madras.

P.N. Srinivasachari
Professor, Pachaiyappa's College
Madras.

C. Ramaswami Aiyangar
the duly constituted
attorney of Swami
Sankaranandha

SIGNED sealed and delivered by the
abovenamed C. RAMASWAMI IYENGAR the
duly constituted attorney of the
said SWAMI MAHMINANANDHA in the
presence of -----

T.S. Ramaswami Aiyar
High Court Vakil
Mylapore Madras

P.N. Srinivasachari
Professor, Pachaiyappa's College
Madras.

C. Ramaswami Aiyangar
the duly constituted
attorney of Swami
Mahminanandha

Law (Edu) Dept.

(No. 1227B) From the Collector of Madras
No. A-2-547/26 & 14.5.26

Subject Deed of Conveyance -
Ramakrishna Residential
High School, Mylapore.

a.s

(P)

In G.O. No. 1017 Law (Edu)
of 23.6.24, the D.P.I. was ~~deceased~~ ^{informed}
~~that he was~~ ^{not he was} competent to execute conveyance
deeds in respect of lands acquired
under the Land Acquisition Act, 1894,
on behalf of private educational
institutions and since ~~the Government~~ ^{then}
all ~~conveyance~~ ^{such} deed ~~relating~~ ^{relating}
~~to lands acquired for aided schools~~
are being executed by the Director. In
the present case also the Collector
of Madras should have forwarded
the deed to the Director for execution.
But, in view of the fact that ^{the}
draft deed the Secretary's name
has been mentioned as ^{the} representative
of the Vendor ~~it is to be noted that~~
it is for orders whether the Secretary
will sign the deed. If so, the
draft below is for approval.

The deed is in order. It has
to



~ 10

When given for copying _____
 When copied _____ } 192
 When examined _____
 When signed _____

READ AGAIN G.O. No. _____, DATED
 192 .

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED OF, BEING MEANT FOR DESPATCH
 IN ORIGINAL.

N.B.—

- A = Copy in full.
- B = Not to be copied.
- P = Copy abstract only.
- Q = Copy heading only.