

Forest Department.

Rc. No. 40963/79.J4.

Dated: 29.5.1979.

Office of the Chief Conservator
of Forests, A.P. Hyderabad.

Sri P. S. Rao, I.F.S.,
Chief Conservator of Forests.

Circular No. 16/79.

Sub: Buildings - Private Buildings taken on lease
for locating Government Offices - Procedure
to be followed in sanctioning rent and enter-
ing into lease agreements - Instructions -
Issued.

Ref: G.O.Ms.No.121/Finance Dept. dt. 18.3.1961
communicated with CC's Lr.No.15583/C2/61
Dt. 15.1.1961.

2) CCF's Circular No.11/63 dt.8.6.63.

In the past detailed instructions were issued on the subject of occupying private buildings for accommodating Government offices, procedure to be followed in entering into agreements, sanctioning rents and also payments of rents to the owners of the private Buildings, without causing such delay. But instances have come to the notice of the Chief Conservator of Forests, that the sub-ordinate officers in the Department are not following the instructions fully thereby creating complications with the owners in complying with the terms of agreement or causing delay in payment of rents on some pretext or the other. Therefore the following instructions are once again issued for the guidance of the sub-ordinate officers in securing private buildings on lease for locating Government offices.

- i) Whenever an officer has to locate his office in a private building, he has to select a suitably private building, take the consent of the owner on the rent payable as fixed by the Public works Department and then take possession of the Building.
- ii) As soon as an officer occupies a private building he has to address the concerned Executive Engineer (R&B) and obtain a rent reasonable certificate in the prescribed form, which is enclosed as Annexure-I within a month at the latest.
- iii) After fixation of rent by the Executive Engineer (R&B) the Officer concerned should execute lease deed with the owner in the prescribed form (Annexure-II).
- iv) Sanction for payment of rent should be accorded only after obtaining the rent reasonable certificate from the Executive Engineer, at the rate fixed by the Executive Engineer's ref. in which rent was fixed should be specified.
- v) If the rent exceeds the competency of the D.F.O. or Conservator of Forests they should submit proposals to the Chief Conservator of Forests, for sanction of rent. Each year proposals

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for sanction of rent by the Chief Conservator of Forests or Government, should be renewed by the D.F.O.s and Conservators of Forests, advance so that sanction may be accorded with a months of commencement of the financial year.

vi) The proposal for sanction of rent of a private building should contain.

a) Copy of rent reasonableness certificate issued by the Executive Engineer.

b) Plinth area of the Buildings, carpet area of the Building sanctioned strength of office, area required as per austerity standards prescribed in G.O.Ms.No.2373/PWD dated 27.8.56, which are given in Annexure-III.

c) Reasons or justification for occupation of excess carpet area than eligible.

d) Copy of lease deed entered into, with a plan of the Building showing measurements.

2. To avoid delay in sanction of rent and complaints from the Owners for non payment of rent all the Officers are requested to follow the above instructions scrupulously in future. They are requested to acknowledge the receipt of this circular in the enclosed Form.

S/- A. Ramakrishna,
Addl. Chief Conservator of Forests.
(A&ST).

Encl: Annexure: I,II,III.

/True copy/.

ANNEXURE. I.

The rental certificate shall be as under:--

i) No other suitable building than the one (Municipal No.) belonging to Sri/Smt. is available at Taluk District. the rent of Rs. p.m. is considered as reasonable".

Dated.

Executive Engineer, PWD.

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ANNEXURE - II.

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Copy of:
Ms. 399/59.
Dt. 7.12.59.

Office of the Chief Conservator
of Forests, A.P. Hyderabad.

Sri Daulat Rai, B.Sc. (Wales)
Chief Conservator of Forests.

Sub: Forest Dept. Buildings Private - Taken on
Lease for the office accommodation - Lease
deed to be adopted in Muffusila - Reg.

Ref: Govt. memo 42116/For.I/59-1 dt. 26.11.59.

The Government memo cited above with a copy
of lease deed is communicated to the officers of Distribution
List 'A'. They are requested to adopt the form of lease deed
in respect of the private buildings taken on lease for office
accommodation.

Sd/- K. Subbanna,

for Chief Conservator of Forests.

/True copy/.

Copy of Memo No. 42116/For.I/59-1, dt. 26.11.59 Agri, Dept. Hyd.

Sub: Forest Dept. Buildings private taken on lease -
for office accommodation - Lease deed to be adopted
in Muffasil - area.

Ref: 1. From the CCF's No. 6156/59.02 dt. 4.11.59.

With reference to his letter cited the Chief
Conservator of Forests is informed that the lease deed forwarded
with Govt. Memo No. 377365/For.I/58, dt. 16.5.59 may also be
adopted in respect of private buildings in muffasil taken on
lease for office accommodation.

Sd. V. Andiseshaiyah,
Dy. Secretary to Govt.

/True copy/.

LEASE DEED.

This lease deed made and executed this day of
. 19. between the Governor of Andhra Pradesh
hereafter called the 'lease (which term shall include his
successor in office and assign) of the one part, and
hereinafter called the 'Lesser' (which term shall include his
successor, administrators, legal representatives and assigns)
of the other part;

Whereas the lessee has agreed to take on lease the
building hereinafter mentioned belonging to the Lesser and
the lesser has agreed to give it on lease;

This deed Witnesseth as follows:--

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That in consideration of the rent hereinafter reserved, which is within the limit of amount shown in the certificate of Controller of Accommodation, in this respect and of the lessee's agreement hereinafter contained, the lessor hereby gives to the lessee lease of his building bearing No. situated at bounded by on the North by East by South by and West by were particularly described in the plan attached hereto, for the purpose of accommodating Govt. office on a monthly rent of Rs. and the lessor hereby agrees with the lessee in the following manner:--

1. The lessor shall not be entitled to increase the rent during the tenancy period.
2. The lessor shall pay all the rates, taxes and assessments which are now for may hereafter be imposed or assessed on the said building by any lawful authority.
3. The lessor shall ~~xxx~~ maintain the building in a good state of repair and that in case the lessor does not carry out the necessary repairs, the lessee shall be at liberty to get the repairs done by the PWD and the expenses of such repairs will be met from the rent of building.
4. The lessor hereby covenants that the lessee shall be enjoy quiet possession of the building leased without disturbance by the lessor.

The lessee hereby agrees with the lessor in the following manner:--

1. The lessee shall pay the monthly rent of Rs. regularly on or before on each calendar month.
2. The lessee shall keep the building in good condition and shall use and occupy the said building in a fair and tenable manner and shall deliver it up in the same condition to the lessor at the expiration of the period of tenancy.
3. The lessee shall pay the water and electricity charges.
4. The lease shall be terminable by either party on one months prior notice. The lessee shall on getting such notice from the lessor, either vacate the building or purchase it for the price offered to the lessor by any bonafide purchaser.

In Witness thereof Sri as authorised by the Governor of Andhra Pradesh and the lessor, have hereto affixed their signatures on the date and year hereinafter first written in the presence of the following witness.

1. Witnesses.

- 1.
- 2.
- 3.

Signature of
(Authorised by the Govt.A.P).

Signature of the Lessor.

/True copy/.