

Home (1916) Department.
(Education)

Ordinary SERIES.

G.O., No. 1154

DATED the 14th Nov. 1916.

INDEXED

[Despatch Abstract.]

Assistant Archaeological Superintendent for Epigraphy.

Furnishing the ----- with a copy of the draft lease deed in connection with the renting of bungalow 33 A on the Poona Mallee High Road with the request to get the deed executed by the owner and to return it to Government for execution by the Secretary.

PAPERS PUT UP WITH CURRENT No. _____

Papers of the department to which the current belongs.

Number.	Date.	Original (=O) or spare copy (= S.O.).	Remarks. (In this column such of the papers as have been removed for copying, printing, etc., should be marked with a cross.)	Initials of Referencer with date in token of return to Reference department

Papers of other departments.

Department.	Number	Date.	Original (= O.) or spare copy (= S. O.).	Initials with date of (1) Referencer acknowledging returns of the paper concerned or (2) Despatcher to denote the return of the papers to the department concerned.

PUBLIC WORKS

DEPARTMENT.

Received _____ 191 . Registered _____ 191 .

Subject.

PUBLIC WORKS DEPARTMENT.
C. No. 2284 ACCTS.
DATE 8-8-1916.

ENCLOSURES.

No. 1. Draft deed.

Spare copies

P.W.D. 2284
DATED 23-5-1916

No. 857W

Station Cherpu, Madras, Dated the 7-8-1916.

Home scht (Mistaken) From (Name) M. Lacey Esq., A.M.E.E.,
(Designation) Surg. Engineer, V Circle, Cherpu.

To The Chief Engineer,

Public Works Department.

Sir,

With reference to Official Memo. No. 4438 C.,

dated the 28th June 1916, communicating G.O. No. 1121 Pub.,

dated the 10th June 1916, I have the honour to forward here-

with the draft deed called for therein for the approval of

Government.

I have the honour to be,

Sir,

Your most obedient servant,

Supg. Engineer, V Circle.

S. VM-16

SA
7/8/16

8-8-16

Recd.
DRAFT LEASE.

On behalf of the Honourable the Secretary of State
for India in Council.

I, Thamarapakam Jeyaram Chettiar, retired Accountant,
Public Works Department, and owner of the Bungalow 38A on --
the Poonamallee High Road do hereby agree to lease my said
bungalow more specifically described hereunder for the loca-
tion of the Office of the Assistant Archaeological Superin-
tendent for Epigraphy, Southern Circle, for a period of one
year commencing 1st August 1916 at a monthly rental of --
Rupees one hundred and forty (Rs.140-0-0).

I undertake to execute the repairs, urgent and --
necessary for the upkeep of the building during the period
leased, the charges for supply of electric energy being --
borne by the lessee.

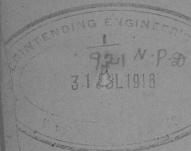
Description of the property.

Bungalow 38A. Poonamallee High Road, bounded on --
the North by Mr. M. Vijiarangam Naidu's bungalow, South by --
the Poonamallee High Road and a bungalow belonging to the
above owner, on the East by the bungalow belonging to Rajah
Sir S. Ramaswami Mudaliar and on the West by land and build-
ings belonging to Egmore Benefit Society and C. Chelva Pillai
Naidu. Collector's certificate No. 6182 dated 25th August
1881 and old survey No. 1240 and New survey No. 32.

Witnesses.

J. Mohanram Chetty
J. Krishnamoorthy

J. Jeyaram Chetty
Owner.



3

(C-227)

Home dept
(His)

Encl 227-1 9 11.9.16

Referred to the
A.A.S. for Epigraphy for
remarks. In case he
considers that any alterations
in or additions to the ~~provisions~~
~~the~~ lease deed ^{are} necessary,
he is requested to submit
a revised draft, ^{with} forwarding
the alterations or additions,
and to obtain the consent
of the owner of the building
to the revised draft.

4

4.9.16.

Prel
6-9.16

CR

7.9.16

To

The A.A.S. for Epigraphy,
Southern Circle

(Encl with
cl in original
file returned
contingently)

9.9.16

DEPARTMENT.



Received

Registered

Subject.

Returning the draft lease deed of building NO. 38 A,
Poonamallee High Road, Madras.

ENCLOSURES

No. one file
of 2 sheets.

Stare copies

D No. 579

Station Cotacamund, Dated the 15th September 1916.

From (Name) Mrs. Rao Sahib H. Krishna Sastri,
(Designation) Assistant Archaeological Superintendent
for Epigraphy,

To The Secretary to the Government of Madras,
Home Department.

Cotacamund.

Sir,

With reference to Endorsement NO. 227-1, dated
11th instant, I have the honour to state that I have no
remarks to offer regarding the draft lease deed for NO.
38 A - the building proposed to be occupied by my office
at Madras.

I have the honour to be,

Sir,

Your most obedient Servant,

H. Krishna Sastri.

Assistant Archaeological Superintendent for Epigraphy

Hona, Debt
(misc)One No 227-2 Huc
25.9.16

With reference to his letter
No 857 W, dated the 7th August
1916, the Supt. Engineer, V Cir-
cle, is requested to state
whether the Government
Solitor has been consult-
ed as to ~~the form~~ ^{the form} of the
draft deed referred to there.
It ~~has been drawn up~~
in proper form, and, if not,
to ~~do so now~~ ^{do so now} forwarding ~~the~~ ^{the} draft
deed ~~for the approval of~~ ^{for the approval of}
Government. ~~after consult-~~
~~ing him.~~

Pdel.
23.9.16CA
23.9.16

To the Supt Engineer
V Circle
(on ref)

PUBLIC WORKS

DEPARTMENT.

C.No. 923

C.No.

C.F. 31

3812 80

Received



191

Registered

26-10

24-10

1916.

Subject.

ENCLOSURES.

No. 1 Draft lease agreement.
 1 Copy of letter No. 1415/14-10-16 No. 1288m
 from Govt. Solicitor.

Spare copies

Station Madras

Dated the

28-10

1916

From (Name) J. M. Lacey, Esq., A.M.I.C.E.

(Designation) Supd. Engineer, V. Circle.

To The SECRETARY TO GOVERNMENT,

HOME DEPARTMENT, MISCELLANEOUS SECTION, MADRAS.

Sir,

②

With reference to para 1 of G.O. No. 1121 Public, dated 10th June 1916, communicated with the Official Memorandum No. 4438-C., dated 28th June 1916 and your Memorandum No. 227-2, dated 25th September 1916, I have the honour to submit herewith a copy of a Draft Lease agreement for hiring the Bungalow No. 38-A Ponnammallee High Road of M.R.Ry. T. Jayaram Chettiar retired Accountant, P.W.D. for the location of the office of the Assistant Archaeological Superintendent for Epigraphy, Southern Circle, on a rent of Rs. 140 per mensem for 1 year from 1st August 1916 for the approval of Government.

P.T.O.

2. The draft agreement has been accepted by the Government Solicitor in his letter No. 1415, dated 14th October 1916, a copy of which is herewith submitted.

I have the honour to be,

Sir,

Your most obedient servant,

N. Jacey

Supg. Engineer, V Circle.

U. X. 16

15
21.10.16

6
Copy of letter No. 1415, dated 14-10-1916, from Henry Brightwell, Esq., Government Solicitor, Madras, to the Superintending Engineer, V Circle, Madras:-

I have the honour to acknowledge receipt of your letter No. 1209-M., dated the 9th October 1916, with enclosure and beg to forward herewith for approval draft lease of the ----- bungalow referred to in your said letter.

15
21.10.16



A G R E E M E N T entered into this day of

One thousand nine hundred and sixteen B e t w e e n THAMARAPAKKAM

JAYARAM CHETTIAR retired Accountant Public Works Department residing

at hereinafter

called "the Lessor" (which term shall be taken to include where the

context admits the lessor his executors administrators legal --

representatives and assigns) of the one part and ^{Reside} THE MOST HONOURABLE

THE SECRETARY OF STATE FOR INDIA IN COUNCIL hereinafter called "the

Lessee" (which term shall be taken to include where the context -

admits the Lessee his successors and assigns) of the other part.

1. The Lessor hereby agrees to let and the Lessee agrees to take all that piece or parcel of land in the Poonamallee High Road Madras in the schedule hereunder written particularly mentioned and described together with the messuage or tenement thereon and the appurtenances thereto belonging or usually held or enjoyed therewith for the term of one year to be taken as commencing from the first

day of August one thousand nine hundred and sixteen at the monthly
rent of one hundred and forty rupees such rent to be paid clear of
all other deductions except taxes rates assessments and other --
outgoings and expenses that may be paid by or on behalf of the --
lessee in case of default on the part of the lessor as hereinafter
provided.

2. The lessee agrees with the lessor :-

(i) To pay the said rent on the tenth day of each and --
every month.

(ii) To permit the lessor and his agents to enter at all
times after twenty four hours notice in writing left
on the said premises to view the state and condition
of the said buildings.

(iii) To repay to the lessor all charges paid by him to --

the Madras Electric Supply Corporation for electric
current consumed on the said premises and the meter
rent of eight annas per mensem and the cost of --

renewal of all electric fittings which may be broken

by the lessee or his servants.

(iv) At the expiration or sooner determination of the term to
deliver up the said premises PROVIDED ALWAYS that if and
whenever any part of the said rent shall be in arrears
for twenty one days whether legally demanded or not or
if and whenever there shall be any breach of any of the
lessee's agreements herein contained the lessor may enter
upon any part of the said premises in the name of the
whole and thereupon this agreement shall determine.

3. The lessor agrees with the lessee.

(i) That the lessee paying the rent hereby reserved except as
aforesaid and performing and observing the several --
agreements by the lessee herein contained may peacefully
hold the said premises during the said term without any
interruption by the lessor or any person claiming under him.

(ii) To pay the rent payable to the Madras Electric Supply --
Corporation Limited for the electric fans and all charges
for electric current consumed on the said premises and the

meter rent of eight annas per mensem and the cost of -
renewal of all electric fittings and all existing and -
future rates taxes assessments and other outgoings of -
every description for the time being payable in respect
of the said premises.

(iii) To well and sufficiently repair and keep in good and -
habitable repair and condition at his own expense the -
said premises hereby demised including the renewal of -
all electric fittings which may become worn out or other-
wise unserviceable.

4. PROVIDED ALWAYS and it is hereby expressly agreed and declared
that in case the lessor shall make default in respect of the said
repairs for two weeks after receipt of notice in writing from -

the [Superintendent Archaeological Department Southern Circle] -- A.A.S. for
Epigraphy

Madras requiring him to effect the same or in payment of the said
rent and other charges payable to the Madras Electric Supply -
Corporation or of any such taxes rates assessments or other out-
goings aforesaid it shall be lawful for the lessee or the said - Assistant

for Epigraphy
Archaeological Superintendent as the case may be to execute such -
repairs and deduct and retain the cost thereof or to pay the said
rent and other charges or all or any of such taxes rates assessments
or other outgoings and deduct the expenses of such repairs or such
payments as the case may be out of the amount of any rent which shall
then be or thereafter shall become payable under or by virtue of -
these presents.

Signed by
Madras, Home
Dept.

IN WITNESS whereof the lessor and the

by order and direction of His Excellency the Governor of Fort Saint
George in Council acting for and on behalf of the lessee have --
hereunto set their respective hands the day and year first above -
written.

THE SCHEDULE ABOVE REFERRED TO

A L L that piece or parcel of land with the Bungalow stables
and outhouses thereon being No.38A Poonamallee High Road in the -
Registration Sub District of
in the Registration District of
bounded on the North by Mr. M. Vijiarangam Naidu's bungalow on the

South by the Poonamallee High Road and another bungalow belonging

to Mr. M. Vijiarangum Naidu on the East by a bungalow belonging -

to Raja Sir S. Ramaswami Mudaliar and on the West by land and ---

buildings belonging to the Egmore Benefit Society and C. Chelvapillai

Naidu which said land bears old survey No.1240 and New Survey --

No.32 and certificate number 6182.

SIGNED by the abovenamed Thamarapakkam)

Jayaram Chettiar in the presence of --)

SIGNED by the Secretary to the Govern-)

ment of Madras ^{Home} [Local and Municipal] --)

Department in the presence of -----)

Dated 1916.

Thamarapakkam Jayaram Chettiar

-TO-

The Most Honourable the Secretary
of State for India in Council ---

LEASE of premises known as --
No.38a Poonamallee High Road --
Madras -----

x2

Henry Brightwell,
Government Solicitor,
Madras.

P. W. D.

Leave deed to be executed
in connection with the
renting of a building
for accommodation of the
office of the A. A. S. for Epigraphy

From the Supg. Engineer V. L. Archer 27.8.16.

Home dept w.o.
(16)

D. H. 22.8.16.

Home dept
(16)

For the Regt.

Submitted that before
the draft lease deed is approved by
Grant, it appears desirable to refer
the deed to the A. A. S. for Epigraphy
for remarks as he was recently supplied
with a copy of the plan of the
building and as he may suggest
any alterations in or addition to the
provisions in the lease deed. In
case he suggests any alterations or
additions he may be asked to
obtain the consent of the owner of
the building to the alterations or other
additions. A draft ^{and} lease is submitted
for approval.

4.9.16. Page 16

7.9.16

Prescribed pp.

- 65 Home No 2122.8.16 (a)
- 1121 Home No 2120.6.16 (a)
- 969 Pub. 2129.8.12 (a)
- 718 Pub. 2127.6.12 (a)
- 1194 2129.11.12 (a)

(The archt) for a copy of the
plan as submitted to
supgt. some minor repairs
is alluded to the building
is available to the Regt.
mine Paper sent to the
for sketching

[Handwritten signature/initials]

b3CF

Forwarded as Encl. No. 227-1 Home (Hij) to the
11th September 1916.

b4CF

From the A.A.S. for Epigraphy, Southern Circle
D. no 5790 the 18th September 1916.

For the Registrar

b4CF

The A.A.S. has no remarks
to offer on the draft lease deed. Before
however the form of the deed is approved
by Gail it appears necessary to consult
the Gail Solicitor whether the form is
suitable. The Supg Engineer Vth Circle
does not appear to have consulted the
Gail Solicitor. ^{He may be asked if he} ~~He may be asked if he~~
has consulted him. If he has not con-
sulted him the Gail Solicitor is ^{asked} ~~asked~~ to submit for approval
the Gail Solicitor is ^{asked} ~~asked~~ to submit a revised ^{draft} ~~draft~~ deed
after consulting him. Draft

20/9/16.

Pack
23.9.16

[Handwritten signature/initials]

b5CF

Memo No. 227-2 H. Mus., dt the 25th Sep. 16

[le. 3812 Ed. 3] from the Supg Engg, Vth Circle, dt the 23rd Sep. 1916

b6-14CF

The draft lease
agreement

(i) "The Most Honourable the
"Sergey of State" ^{the} ~~accusing~~ in ~~the~~
Preamble
It should be "The Right Honourable".

p. 10 C.F.

"To pay the said amounts on the
"10th day of each month succeeding
"that in respect of which the same
"shall ^{have} become payable" - please
compare para 2 (b) on page 3 of the
of the notes to G. No. 969 Pakid of the 9th

(iii) The words a Suppld.;
for chronological depth: may be replaced
by the words "Assistant Archaeological
Suppld. for Epigraphy" as it is
the officers of the latter officer that
is located in the buildings to which
the dead relates.

(iv) Use following words I should
use in context in the last sentence of
~~the last sentence of~~ ~~the last sentence of~~
of each :-

"Secretaries to the Govts. of
"Mauritius, ~~the~~ ~~Northern~~ ~~Southern~~ ~~Depts.~~
"~~the~~ ~~Northern~~ ~~Southern~~ ~~Depts.~~"

2 I submitted that a copy
of

of the draft deed with the above modifications carried out therein may be communicated to the A. A. S. for signature with the request that it may be got executed by the owner of the building and the deed submitted to the Govt. for execution by the Secretary.

3 Under Section 29 (c) read with the proviso (1) to Section 3 of the Indian Stamp Act the lease deed is exempt from stamp duty and under Section 18 (c) of the Indian Registration Act, 1908, the registration of the deed is not compulsory. Perhaps registration may be dispensed with in this case.

4 A draft order is submitted for approval.

1.11.16

1.11.16

2.11.16

3/11

4. 4. 3. ~~for~~ Epigraphy.

Home DEPARTMENT

furnishing the — with a copy

of the desert leaves dead in connection
with the marketing of Luvungabaw, 38.4 on
the Pongwalle North Road with the
request ^{to get} the dead ⁱⁿ ^{the} ^{place}
executed by the owner and returned to
Govt. & executed by the Secretary.

READ AGAIN G.O. No. 1121 Pub, dated June 10th 1916

191
" " " " "
betunden, was anstehet. st

READ ALSO:—

C. No. 2274, From the Seahorse Bay & Veins, No. 8874, dated Aug 7th 1916

" 476 H; Nis " " A. A. S. 4d Sch. 599, 579, " the 1st Sch. 1916.

" " 3812 (Ed. 2) " Surf and Temp. 11 miles 12.28 " 23.76 191

ORDER

No. 1154, dated 4.11.1916

35

Verified that
new oil alterations
have been carried out

The draft of the
lease deed, submitted by
the Superintendent Engineer,
V circle, with the second
of his letter's record case
was signed to the Secretary
of Bangalore B.S.A. on
the Panamallee High
Road for the location of
the office of the A.A.S. ^{an alternate spot}
Capigotaphy, ~~have been~~
found to require certain
~~allocations which have~~
~~now been reserved out~~

~~2. A copy of the~~

2

~~new hand~~ will

has furnished to the

A. A. S. for signature

with the necessary

has been requested

has been requested

executed by the

has been signed

by the Secretary to

Govt.

6-11-16

Ca

2-11-16

Tu

1-11-16

Recd 1000 P
with 1000
10/11/16

To
The A. A. S. for signature
(with copy of revised doc)
Copy to the Supy Supt, and
I am, (with copy of
revised doc)

When given for copying
When copied
When examined
When signed

1016

1016
7-11-16

Head 1016 G.O., B.

Current No.

Enclosure to C. No.

Order of Government

Letter of Government

Statement with reply

Papers not filed up, being meant for dispatch
in original

A A A A A A A

N.B.

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