

Home (1918) Department.
(Education)

Preliminary SERIES.

G.O. No. 1428

DATED 21 - 11 - 1918

[Despatch Abstract.]

A.A.S. for Epigraphy.

Authorising the payment with effect from the 1st November 1919 of the enhanced rent of Rs. 250 per mensem in respect of Kelley's Gardens and occupied by the office of the ----- and approving a draft lease deed.

BACK PAPERS.

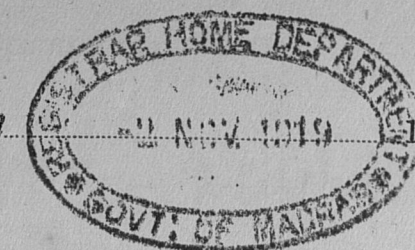
G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

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

C.F. 29-3,624-15-2-19.

Received



DEPARTMENT.

Registered

Subject.

Submitting for favour of approval a copy of lease-deed forwarded by the owner of "Kelleys Gardens" and requesting sanction for the enhanced rent of Rs. 250/- per mensem, from 1st November 1919.

ENCLOSURES.

No.

Spare copies

No. 733

Station Madras, Dated the 1st November 1919.

From (Name) M.R.Ry. Rao Sahib H. Krishna Sastri Avargal, B.A.,

(Designation) Assistant Archaeological Superintendent

for Epigraphy, Southern Circle

To The Secretary to the Government of Madras,

H O M E (Education) Department.

Fort Saint George, Madras.

Sir,

In continuation of this office letter No. 574, dated the 26th September 1918, I have the honour to submit herewith for favour of approval a copy of the lease deed which Mr. Gulam Ali Sahib the owner of the "Kelleys Gardens" has since submitted. The repairs to the building are completed and the electric installation put up, excepting a few minor defects in repairs which will be remedied by the owner. The Government may now/please to sanction from 1st November 1919 the enhanced rental of Rs. 250/- per mensem as per para 2 of G.O.No. 664, Home, (Edu-

(Education)

(Education) Department, dated the 22nd May 1919.

I have the honour to be,

Sir,

Your most obedient servant,

H. Krishna Sastri.

Asstt. Archl. Supdt. for Epigraphy.

Subject.

Lo. 2178/B. from the A. A. S. for Epigraphy.

Office accommodation
of the A. A. S.
for Epigraphy.

No. 733, d/1. 11. 19.

In G.O. No.

664 Ed 2, d/ 22nd May 1919 the Govt. agreed to raise from Rs 225 to Rs 250 the monthly rent payable in respect of the occupation of the Zellar's garden by the office of the A. A. S. for Epigraphy and specifically laid down that the enhanced rent would be payable only from the date of ^{completion of} ~~completion of~~ promised improvements to the building. These improvements were being long delayed and accord-
ing to the last promise of the landlord, they were to have been finished by the 1st June last. Even now ^(a few) ~~some~~ minor defects are said to exist and having regard to the dilatory nature of the landlord, it seems better to insist on a final report from the A. A. S. saying that all the improvements have been carried out to his satisfaction, ~~the rent shall~~ before disburse-
ment of rent on the increased rate is authorized. For orders whether a reference may go on the point or whether the enhanced rent may be approved with effect from 1st Novr 1919.

p. 1 of G.O. 525
(W) 26.4.19

p. 1, c f

NOTES.

2 The lease deed seems to be in order and may be applied ~~to the lease deed~~

(1) omitting the portion in brackets.

16.11.19

Lk.

15.11.19

We may sanction the enhanced rent from 1st Nov. as proposed subject to the condition that the minor repairs referred to are completed before the end of the month. They are apparently trivial ones & we need not issue any separate reference in respect of them.

16.11.19

(1) & (2) 8th Street away with any condition

I presume one Rs 200 per year has been paid up to 31st

17.11.19

A draft order is subd.

16.11.19

Lk.

20.11.19

21.11.19

5

AGREEMENT.

AGREEMENT entered into this day of one thousand nine hundred and nineteen between Mr. Gulam Ali Sahib son of the late Ettishamad Dowlah Bahadur and the Right Honourable the Secretary of State for India in Council. hereinafter called "the Lessor" (which term shall be taken to include where the context admits the Lessor his executors, administrators and legal representatives and assigns) of the one part and the Right 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 of parcel of land in the Ormes Road, No. 8, Kilpauk, Madras, in the schedule hereunder written particularly mentioned and described together with the message 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 November one thousand nine hundred and nineteen at the monthly rent of two hundred and fifty rupees per mensem 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 ~~xxxx~~ 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 month succeeding that in respect of which the same shall have become payable.
- (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 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 Lessees agreements herein contained the 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 ~~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 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 otherwise unserviceable.

(iv) To allow the free use of the garden produce of all the trees existing in the said premises for the benefit of the Lessee.

4. PROVIDED ALWAYS and it is expressly agreed and declared that in case the Lessor shall make default in respect of the said repairs for two weeks after receipt of notices in writing from the Assistant Archaeological Superintendent for Epigraphy Madras requiring him to effect the same or in payment of the said rent and other charges payable to the Madras Electric Corporation or of any such taxes rates assessments or other outgoings aforesaid it shall be lawful for the Lessee or the said Assistant Archaeological Superintendent for Epigraphy 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 out-goings 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 by virtue of these presents.

In witness whereof the Lessor and the Collector of Madras by order and direction of His Excellency the Governor of Fort St. Saint George in Council acting for and on behalf of the Lessee have hereunto set their respective hands the day and year above written.

THE SCHEDULE ABOVE REFERRED TO.

All that piece ~~of~~ parcel of land with the bungalow stables buthouses ~~therein~~ thereon being No. 8, Ormes road, Kilpauk, Madras on the North ~~it is~~ bounded by Padri's Gardens and on the West by Flowers Road and on the South by Ormes Road and on the East by Denhills Garden.

Signed by the above named
in the presence of

Signed by the ~~Secretary to Govern~~
Collector of
~~ment of Madras (Home Department)~~ in
the presence of _____

Enc. 6733
1-11-19

AGREEMENT.

AGREEMENT entered into this day of one thousand nine hundred and nineteen between Mr. Gulam Ali Sahib son of the late ~~Etishamal~~ Dowlah Bhadur and the Right Honourable the Secretary of state for India in Council. -----
herein after 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 the Right Honourable 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 ~~of~~ parcel of land in the Ormes Road, No. 8, Kilpauk 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 1st day of November one thousand nine hundred and nineteen at the monthly rent of two hundred and fifty 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 month succeeding that in respect of which the same shall have become payable.

(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 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 ~~premises~~ ^{paid} premises PROVIDED ALWAYS that if and whenever any

9 8

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 Lessees 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 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 otherwise unserviceable.

(iv) To allow the free use of the garden produce of all the trees existing in the said premises for the benefit of the lessee.

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 notices in writing from the Assistant Archaeological Superintendent for Epigraphy Madras requiring him to effect the same or in payment of the said rent and other charges payable to the Madras Electric Corporation or of any such taxes rates assessments or other out-goings aforesaid it shall be lawful for the Lessee or the said Assistant Archaeological Superintendent for Epigraphy 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

10 9

Assessments or other out-goings 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 by virtue of these presents.

In witness whereof the Lessor and the Collector of Madras 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 above written.

THE SCHEDULE ABOVE REFERRED TO

All that piece ~~of~~ parcel of land with the bungalow stables out-houses thereon being No. 8 Ormes road Kilpauk Madras ^{bounded} on the North ~~it is bounded~~ by Padri's Gardens and on the West by Flowers Road and on the South by Ormes Road and on the East by Denhills Garden.

Signed by the above named
in the presence of
Signed by the ^{Collector} ~~Secretary to Govern-~~
~~ment~~ of Madras (~~Home Department~~) in
the presence of _____

is approved with slight
modifications indicated in
the accompanying copy. Steps
should be taken to get
the deed executed by the
lessor and the collector
of Madras

19.11.49
20.11.49
21/11/49

To the A. S. for Epigraphy
with a copy of deed
as amended.
.. coll. of Madras
.. ~~Subj. of Epigraphy~~ } dtd.
.. A. S. } dtd.

Please make out
copy & show to
me Sep

When given for copying
When copied
When examined
When signed

191

READ AGAIN G.O. No.
191

DATED

CURRENT No.

ENCLOSURES to G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH DFTO.

PAPERS NOT FILED UP, 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.