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**APPENDICES**


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# APPENDIX I

## Agency Transaction

### CENTRAL WORKS

#### A.—PREAMBLE

1. Public Works connected with the administration of departments of the Central Government, such as Defence of India, Postal and Telegraphs, Customs, Income-tax, Salt, Currency, Ecclesiastical etc., as well as European cemeteries and such other matters of inter-state concern as may be specially notified by the President are included among Central subjects (*vide* items 1(a) and (b), 5(a) and (c), 6, 10, 11, 12 and 34 of Schedule I and items 6 and 7 of Schedule II of the Devolution Rules. The President may use the agency of the Governor in respect of such works (see Devolution Rule 46) and this Appendix deals with the financial conditions of such agency. The cost of all such works is borne by Central Government.

#### B.—RULES GOVERNING THE ACCORD OF SANCTION TO PROJECTS FOR PUBLIC WORKS

##### The expenditure which is chargeable to Central Revenues

###### *I. Introductory*

2. The new rules are intended to define the scope of the functions of State Government in respect of Central Works, as also of officers of the Public Works Department working either directly subordinate to or under the control of authorities directly subordinate to the President. They do not apply to works carried out otherwise than through the agency of the Public Works Department, nor should anything in them be deemed to override any special rules laid down by the Government of India for application to special cases of works, e.g., the Ecclesiastical Rules.

The general rules contained in Paragraph 1 to 32, which govern the accord of approval and sanction of Central Works, are applicable also, *mutatis and mutandis*, when work is executed by the Public Works Department of a Governor's State on behalf of the Central Government. But officers employed on such works will exercise in respect of them the same powers of technical sanction as they exercise in respect of State works (*vide* Rule 18).

###### *II Classification of the Operations of the Public Works Dept*

2-A. The operations of the department are divided primarily into two categories, original works and repairs, the first including new works, alterations, additions and purchases, the second repairs and maintenance. For the purpose of this rule, all work necessary to bring into use newly purchased or previously abandoned buildings fall in the first category.

(a) All original works and special repairs, costing more than Rs. 2,500 relating to Central Civil Buildings and Communications shall be executed through the agency of Public Works Department, Central or State as the case may be. These orders will not apply to works pertaining to the Archaeological, the Light House and the Salt Departments.

(b) In exceptional cases in which the Public Works Department is not employed for the construction of original works and special repairs costing more than Rs. 2,500 the

Audit Department shall invariably be consulted at the initial stage i.e., prior to an agreement being entered into with an architect or contractor, so that suitable provision may be made, so far as possible, for normal audit check and financial control.

(c) With regard to maintenance such buildings as have been transferred to the administrative control of departments e.g., Posts and Telegraphs and Civil Aviation buildings shall be maintained by the heads of departments concerned who will make the entire arrangements for all ordinary repairs as well pertaining thereto, without reference to the Public Works Department except where it is not possible for them to do so. In all other cases the State or Central Public Works Department will continue to be responsible for maintenance and original works, irrespective of their cost.

*Note 1* :—The rules in the above sub-paragraphs (a) to (c) do not apply to works and repairs in connection with sanitary, water-supply and electrical installations which will continue to be governed by Rule 4 of Appendix—S of the Civil Account Code, Volume I.

The Salt Department however, is exempted from the operation of Rule 4(a) of the Appendix referred to and that department may continue to execute departmentally works and repairs connected with sanitary, water supply and electrical installations in Government buildings under its administrative control.

*Note 2* :—When a portion of an existing structure is to be dismantled and replaced, if the cost of such replacement represent a genuine increase the permanent value of the property as an asset, the work should be classed, as original work, the cost (which should be estimated if not known) of the portion replaced being credit to the estimate for “original work” and debited to “repairs” in all other cases, the whole cost of the new work should be charged to “Repairs”.

*Note 3* :—The capital value of any portion of a building which is abandoned or dismantled without replacement should be written off the total capital value of the buildings as recorded in the books.

### ***III. Basic Rules applicable to all Central Public Works Executed by the Public Works Department***

3. There are four main stages in the project for a Central Works, viz., administrative approval, expenditure sanction, technical sanction, and the appropriation or re-appropriation of funds. These stages are described in the following rules :—

#### **(a) Administrative Approval**

4. For every work (excluding petty works and repairs) it is necessary to obtain, in the first instance, the concurrence of the competent authority of the administrative department requiring the work. The formal acceptance of the proposal by that authority is termed “administrative approval” of the work, and it is the duty of the local officer of the department requiring the work to obtain the requisite approval to it. An approximate estimate and such preliminary plans as are necessary to elucidate the proposals should be obtained from the Public Works Department, and subject to any orders which the State Government may prescribe, the Divisional Officer may be required to provide those on the requisition of the head of the department concerned, or of such officer as is competent to accord administrative approval to the work. In cases in which the approximate estimate exceeds Rs. 10,000, the estimate and plans should be forwarded to the requisitioning authority through the Superintending Engineer. The Divisional Officer must, however in each case, exercise his judgement on the demand made and it is his duty to oppose at this

stage any application of the real necessity for which he is not satisfied. In any case in which he fee) he cannot recommend the execution of a work called for by a duly constituted authority he should explain his objection to the officer concerned and if he fails to convince him, should refer the matter for the orders of the Superintending Engineer. The procedure prescribed in this rule will apply also to modifications of the proposals originally approved, if by reason of such modifications, revised administrative approval becomes necessary (vide Rule 15) and two material deviations from the original proposals, even though the cost of the same may be covered by savings on other items.

*Note 1* :—All archaeological conservation works are to be classified as “Repair” works- Annual or Special, as the case may be. All such conservation works require the administrative approval of the Archaeological Department.

*Note 2* :—In the case of works required not for a particular department but in the interest of the general public, e.g., communications and irrigation works no formal administrative approval is required, but the State Government should lay down such rule as may be necessary to ensure the submission and the scrutiny of preliminary designs and estimates before the detailed estimate is prepared for the purpose of technical sanction.

### (b) Expenditure Sanction

5. Expenditure sanction means the concurrence of the Government of India in the expenditure proposed, in cases where this is necessary, vide Rule 16. In all other cases the act of appropriation or reappropriation of funds (see Rule 7) will operate as sanction to the expenditure concerned: The duty of obtaining expenditure sanction where necessary rests with the department requiring the work.

### (c) Technical Sanction

6. Subject to the provisions of Paragraph 135. of this Code, for each individual work proposed to be carried out, except petty works, petty repairs and repairs for which a lump-sum provision has been sanctioned under Paragraph 147, properly detailed estimate must be prepared for the sanction of competent authority, this sanction is known as the technical sanction to the estimate and except in cases such are referred to in Rules 8 and 25 must be obtained before the construction of the work is commenced. As its name indicates it amounts to no more than a guarantee that the proposals are structurally sound, and that the estimates are accurately calculated and based on adequate data such sanction will be accorded by the officer of the Public Works Department authorized, to do. In the case of an original work, other than a petty work the countersignature of the local head of the department on behalf of which its execution is proposed or of such other officer of lower status as may have been empowered to accord administrative approval to it, should be obtained to the plans and estimate in token of his acceptance of them before technical sanction to the latter is accorded. If subsequent to the grant of technical sanction, material structured alterations are contemplated, the orders of the original sanctioning authority should be obtained even though no additional expenditure may be involved by the alterations, see Rule 23.

*Note* :—It is not essential that expenditure sanction should invariably be obtained before technical sanction is given; in some cases it may be convenient to reverse the orders of these stages. But, until funds for the work have actually been allotted or promised by competent authority, Divisional officer cannot be required except by his departmental superiors, to prepare the detailed plans and estimates necessary for the purpose of technical sanction.

**(d) Appropriation and Re-appropriation**

7. Appropriation or re-appropriation represents the allotments of a particular sum of money to meet expenditure on a specified object and is operative only for the official year for which it is made.

**(e) Summary**

8. It follows from the provisions of Rules 4 to 7 above that, except in cases where the omission of one or more of the stages therein referred to is permissible under other rules, it is a fundamental rule that no work shall be commenced or liability incurred in connection with it until administrative approval has been obtained, a properly detailed design and estimate have been sanctioned, expenditure sanction has been accorded and allotment of funds made. If, in any case, whether on grounds of urgency or otherwise, an executive officer required by superior authority to carry out a work or incur a liability which involves an infringement of these fundamental rules, the orders of such authority should be conveyed in writing. On receipt of such written orders or in case of emergency, on his own responsibility, the officers may proceed to carry out the necessary work, subject to the condition that he immediately initiates to the Audit Officer concerned that he is incurring an unauthorized liability and states approximately the amount of the liability which he is likely to incur.

***IV. Powers of Authorities to accord Approval or Sanction to  
Central Public Works*****(a) General**

9. A group of works which forms one project shall be considered as one work and the necessity for obtaining the approval or sanction of higher authority to a project consist of such a group of works is not avoided by the fact that the cost of each particular work in the project is within the powers of approval or sanction of the State Government and officer concerned.

*Note* :—While no officer may sanction any estimate for a work which cannot be fully efficient unless other works are also sanctioned, if the cost of all such works collectively exceeds his power of sanction, it is not the intention that two or more works should be regarded as forming part of a group works, merely because they are of the same nature if they are otherwise mutually independent.

**(b) Administrative Approval**

10. Subject in the case of residential buildings to the condition that the scale of accommodation supplied shall not exceed that which is appropriate to the status of the occupant, and to the restrictions mentioned in Rule 13 below, a local Government is empowered to accord administrative approval to a work required to meet the needs of a department other than one of the departments mentioned in Rule 32 provided that the estimated cost of the work does not exceed Rs. 20,000.

11. Subject in the case of residential buildings to the condition that the scale of accommodation supplied shall not exceed that which is appropriate to the status of the occupant, and to the restrictions mentioned in Rule 13 being, the authorities specified in Rule 32 are empowered to accord administrative approval to a work required to meet the needs of their departments, provided that the estimated cost of the work does not exceed amount specified in that rule against their names.

12. When the estimated cost of a work exceeds Rs. 20,000 or in the case of a work required by one of the departments specified in Rule 32, the powers of any officer of the department in question the administrative approval of the Government of India in the administrative department concerned must be obtained through the State Government.

13. The exercise of powers are conferred by Rules 10 and 11 above are subject to the following restrictions:

(a) No authority is entitled to accord administrative approval to estimate for alterations or additions to a residential building, if the effect of the expenditure contemplated would be to increase the capital cost of the buildings to a figure beyond that to which the authority in question is competent to accord administrative approval in the case of a new residence.

*Note* :—As an exception to this sub-rule, the Public Works Department of the State Government may, in all cases accord administrative approval to estimates for alterations and additions to existing residential buildings up to a limit of Rs. 200 in each case except in special circumstances where a higher limit has been fixed by the Government of India.

**(b) The powers conferred do not extend to the provision of two or more houses for the same officer**

14. The State Government may, as its discretion delegate its powers of administrative approval, in whole or part, to officers subordinate to it.

**(c) Excesses over amount administratively approved**

15. When the expenditure upon a work exceed or is found likely to exceed the amount administratively approved for it by more than 10 per cent, or the limit prescribed in Rules 10 and 11, whichever is less, a revised administrative approval must be obtained from the authority competent to approve the cost not so enhanced.

*Note* :—No revised administrative approval, is however necessary if the excess is covered by requisite expenditure sanction.

**(d) Expenditure Sanction**

16. Expenditure sanction were such sanction is necessary under Rule 27(3) of the rules in the Government of India Book of Financial Powers, can be given only by Finance Department of the Government of India. Application for such sanction should be made through the Government of India in the administrative department concerned.

**(e) Modifications in expenditure sanction**

17. Any excess over the amount to which expenditure sanction has been given requires a revised expenditure sanction which should be applied for as soon as such an excess is foreseen. For the procedure in case where savings are anticipated, see Rules 21 and 24.

**(f) Technical sanction**

18. The following officers are empowered to accord technical sanction to detailed estimates for works subject to the limits stated below which are exclusive of charge for establishment and tools and plant:-

	<b>Rs.</b>
Chief Engineer	5,00,000

Superintending Engineer	1,00,000
Divisional Officer	10,000

**(g) Excesses over technical sanction**

19. A revised estimate must be prepared when the sanctioned estimate is likely to be exceeded by more than 5 per cent except in the cases provided for in Note 1 under Rules 21 and 22.

20. The powers of officers of the Public Works Department to accord technical sanction to revised estimates are the same as their powers to accord original sanctions.

21. An officer of the Public Works Department may pass excesses over estimates provided that the excess is not more than 5 per cent of the amount sanctioned and does not exceed the amount up to which he is entitled to accord sanction to an original estimate.

*Note 1* :—As an exception to this rule, any officer named in Rule I may pass excess expenditure within a limit of Rs. 100 on sanctioned original works and repairs, irrespective of the total amount of the sanctioned estimate.

*Note 2* :—No officer of the Public Works Department is entitled to pass any excess over a revised estimate sanctioned by a higher authority than himself.

22. When the excess occurs at such an advanced period in the construction of a work as to render the submission of a revised estimate, purposeless and the completion report is utilized as such revised estimate under Paragraph 215 of this Code, an officer of status not lower than that of Superintending Engineer may pass the completion report if the total expenditure in question is not greater than that which he is empowered to sanction in the case of a revised estimate under Rule 20.

**(h) Modification in amount technically sanctioned**

23. In cases where a substantial sanction of a project sanctioned by a higher authority than himself has been abandoned, or where material deviations from the original proposals are expected to result in substantial savings the Superintending Engineer must revise the amount of the estimate and intimate both to the Audit Officer and to the Divisional Officer that the amount of the expenditure sanction should be reduced accordingly. In cases where the saving is due to material deviations of a structural nature from the design originally approved and the amount of the revised estimate is greater than that up to which the Superintending Engineer is empowered to sanction estimates technically, a revised technical sanction must be applied for from competent authority.

24. If at any time, either before or during the construction of a work, it is found that the original estimate for it is excessive for reasons other than those mentioned in Rule 23, an officer of rank not lower than Divisional Officer may sanction a revised estimate for it, even though the amount of such revised estimate may exceed that to which he is ordinarily empowered to accord sanction. When according such sanction he should intimate to the Audit Officer that the amount of the expenditure sanction should be reduced accordingly.

**(i) Technical sanction to competent parts of a project**

25. In exceptional cases where it is desirable to commence work on a project to which expenditure sanction has been accorded by competent authority before the detailed estimate for the whole project has been sanctioned, it is permissible for the authority

competent to sanction the final technical estimate as a whole to accord sanction to detailed estimate for component parts of the project, subject to the following conditions:

(1) For each such work or competent part there must be a fully prepared detailed estimate, and, in the expenditure sanction as a whole, there must be a clear and specific amount corresponding to the work or component part in question.

(2) The amount of the detailed estimate must not exceed the amount included in the expenditure sanction.

(3) The sanctioning authority must be satisfied, before according sanction, that no material deviations from the whole project as prepared for the purpose of expenditure sanction are to be anticipated, and that the amount of the technical sanction for the whole projects is not likely to exceed the amount of the expenditure sanction.

*Note* :—This rule does not apply to estimates for parts of individual buildings.

#### **(j) Appropriation and Re-appropriation**

26. The State Government has full powers to appropriate funds out of the sums allotted to it to meet expenditure from central revenues upon public works; Provided—

(a) that the work for which supply is appropriated has received such administrative approval and expenditure and technical sanction as is required by the foregoing rules;

(b) that the amount appropriated to any work does not exceed the amount approved or sanctioned by a sum greater than the excess which may be authorized under these rules;

(c) that the provision for “establishment” is not utilized to meet any excess over the sanctioned permanent establishment or the provision made for temporary establishment;

(d) that in the case of civil works, the lump-sum provision for “minor works” is not increased;

(e) that, provision made for a new major work is not appropriated to any other item or work included in the same sub-head; and

(f) that, savings accruing from provision made for original major works in progress are appropriated only to a work or works of the same category accounted for under the same head.

27. Subject to the above conditions, the State Government may re-appropriate sums from any primary unit of appropriation to any other such unit within the head “50” provided—

(a) that no re-appropriation shall be made to meet any expenditure, other than contingent expenditure, which is likely to involve further outlay in future financial year

(b) that no re-appropriation shall be made from or to the units “grant-in-aid” or “pay of officers”;

(c) that no re-appropriation shall be made to or from the sub-heads “Dr. Major Works”, “Minor Works” and “Repairs”.

28. Where the conditions specified in Rules 26 and 27 are not fulfilled, the sanction of the Government of India in the Department of Industries and Labour (Public Works Branch) is required to the appropriation or re-appropriation.

29. The State Government may delegate any or all of its powers of appropriation or re-appropriation to the senior engineering officer in the State provided that the officer in question is of a status not lower than that of a Superintending Engineer.

#### V. Lapse of Sanction

30. The approval or sanction to an estimate for any public work other than annual repairs will unless such work has been commenced, cease to operate after a period of five years from the date upon which it was accorded—See Paragraph 136 of this Code.

#### VI. Communication to audit of approvals and sanctions

31. Sanctioning authorities will be responsible for the communication, to the Audit Officer concerned, of all approvals and sanctions accorded under the foregoing rules, which are not included in the monthly returns prescribed in Paragraph 212 of this Code.

32. Powers of authorities to accord administrative approval to works required to meet the needs of the Central Department specified—see Rule 11 above.

<i>Name of authorities (1)</i>	<i>Residential building (2)</i>	<i>Non-residential buildings (3)</i>
	<i>Rs.</i>	<i>Rs.</i>
<b>Ecclesiastical Department</b>		
State Governments (in respect of Chaplains residence)	20,000	-
<b>Customs Department</b>		
Central Board of Revenue	20,000	2,500
Collector of Customs, A.P.	2,500	2,500
<b>Salt Department</b>		
Central Board of Revenue	20,000	20,000
Collector of Salt Revenue, A.P.	2,500	10,000
<b>Income Tax Department</b>		
Central Board of Revenue	20,000	20,000
Commissioner of Income-Tax	2,500	2,500
Finance Department (Accounts)		
Auditor-General		5,000
Accountant General, A.P.		2,000
Accountant General, Posts and Telegraphs and Railways and the Controller of Civil Accounts		1,000

<b>Paper Currency Department</b>		
Controller of Currency	5,000	5,000
<b>Meteorological Department</b>		
Director-General of Observatories	5,000	5,000
<b>Public Works Department</b>		
State Governments (in the case of Public buildings appertaining to the Government of India)		1,000
<b>Miscellaneous</b>		
Local head of any department not specially mentioned	50	
<b>Posts and Telegraphs</b>		
Director-General of Posts & Telegraphs	10,000	20,000
Postmaster-General	10,000	10,000
<b>Archaeological Department</b>		
Director-General of Archaeology in India	10,000	10,000
<p><i>Note</i> :—So as far the works in the Customs Outposts Department are concerned powers may be exercised by the officers mentioned below to the extent specified, subject to the existence of budget provision for the purpose in each case:</p>		
(1) Works executed by the Public Works Department: Collector of Customs.  Administrative approval in respect of non-residential buildings :		10,000
(2) Public Works Department Works-Deputy Commissioner of Salt and Customs Revenue  Administrative approval in respect of residential and non residential buildings.		2,000

### C.—PRE-AUDIT OF SANCTIONS

33. All sanctions of the State Government to detail estimates for works excess over estimates, appropriations or re-appropriations or financial sanctions pertaining to works expenditure from Central Revenue must be pre-audit. This is not however, necessary in the case of similar sanctions or orders of authorities subordinate to the State Government.

### D.—PROJECT FOR MILITARY WORKS

34. The following rules will regulate the design and construction of fortifications under the administration of the Public Works Department of the State Government which are designed for occupation by regular troops or which may, in certain circumstances, be garrisoned by them and of which the cost in consequence is debitable to the Military Works estimates. These rules have been laid down by the Government of India and may not be modified by any other authority:

(i) No new works or alterations or additions to existing works should be executed until the project has been examined and passed by the Army Head-quarters. For

this purpose the project duly countersigned by the responsible civil or political authority concerned, shall be forwarded to the General Officer Commanding the District in which the fortification is situated, for submission to the authority competent to sanction the execution of the work.

(ii) Military Engineer Officers alone are to be entrusted with the supervision and execution of works of this nature. Cases in which it is not possible to comply fully with this rule should be referred to the Government of India for orders.

35. The following procedure should be observed when the State Government consider that it is necessary to design or construct defensive works, for occupation by armed forces which in times of peace are under the orders of civil or political authorities

(i) The opinion of the General Officer Commanding the District in whose area the work is to be situated, should first be obtained as to whether the work in question should be classed as a work of defence under Army Regulations, India.

(ii) In the event of the General Officer Commanding not considering that the work in question should be classified as a work of defence, then no further military opinion is necessary and the work may be executed by the agency usually employed by the State Government.

(iii) In the event of the General Officer Commanding considering that the work contemplated should be classed as a work of defence, then—

(a) The said General Officer Commanding should be consulted in regard to the conditions which should determine the siting and general design of the work, after which the designs and estimates should be prepared by an Officer of the Military Engineers under the orders of the State Government and should be submitted to the General Officer Commanding for his remarks. The State Government should then transmit the design and estimates, together with the remarks of the General Officer Commanding therein, to the Army Head-quarters, which after examining the projects, will forward them to the Government of India for disposal.

(b) When authorized the work should be carried out under the superintendence of an officer of the Military Engineers. If necessary, application should be made to the Government of India for the services of a Military Engineers Officer for the purpose.

36. All military buildings must be constructed according to the standard design fixed by the Government of India, when such have been published; and the sanction of that Government should be obtained when any deviation from the standard is considered desirable.

37. As regards regimental buildings for which no standard plans have been published, the approval of the Government of India to the proposed design must be obtained before the commencement of the work, even though its estimated cost is within the powers of sanction of the State Government.

38. All projects connected with the choice of permanent stations for troops, or for providing permanent accommodation for a large force than is at present quartered at a station, or for the provision of any military buildings which are not comprised in the general regimental or departmental standard schemes of accommodation require the sanction of the Government of India.

## *II. Administrative Approval and Technical Sanction*

39. All works paid for from Military Works Funds require the administrative approval of the Government of India conveyed by general or special order. Most of the general sanctions are embodied in Army Regulations, India, either in detail in the tabular statement of authorized accommodation, or in general terms as roads, Water-supply, etc., in the preliminary paragraphs. A few general sanctions are also to be found elsewhere in Army Regulations, India, and in various letters and circulars. Works thus sanctioned are regarded as authorized works. A special sanction applies only to the works named in that sanction.

40. Because a work is authorized or has been specially sanctioned, it does not follow that it should be put in hand when the works department has funds available for the purpose. Any funds that may be available should be applied to the execution of whatever work may be most urgently required from a military point of view.

41. In the case of minor works (cost not exceeding Rs.10,000) carried out by - Military Works Agency. General Officers Commanding-in-Chief, Commands are given control of the minor works fund allotted for their Commands. From these funds, the Command authorities give assignments to Commanders of Districts or Independent Brigades, who in their turn make allotments to Officers, Commanding Stations. The correct procedure is for the Deputy Assistant Director of Military Works, who corresponds to an Executive Engineer in the Public Works Department, to prepare in consultation with the local military authorities a list of the minor works considered necessary, showing their approximate costs. The Officer Commanding the station, who is often a Brigade Commander, decides on what works the funds at his disposal are to be expended; in case of authorized works costing up to Rs. 200 he sanctions the expenditure himself when commanding a station; for works costing more than Rs. 200, when not himself a Brigade Commander he applies for sanction to the Officer Commanding Brigade, who has powers upto Rs. 10,000. In the case of every work proposed for execution, each financial authority should consider whether the work is authorized or not and for any un-authorized work administrative approval should be obtained through the usual channel before expenditure on it is sanctioned.

42. Minor works funds for stations in-charge of the Public Works Department are intimated to State Government by the General Officers Commanding-in-Chief of Commands and subsequently provided in the Public Works Department budget estimates, and the system described above should be followed in principle, the State Government placing the provision for minor works included in their budget estimate at the disposal of the District Commander or Commanders concerned.

43. Administrative approval to an estimate for an un-authorized minor work costing upto Rs. 10,000 will be given by the competent General Officer Commanding concerned upto his powers laid down in Army Instruction (India), No. 381 of 1921; technical sanction can then be given by the State Government.

44. Sanction to expenditure on major works is managed on the same principle. In the first place the funds available for the coming financial year are distributed by Army Headquarters to Command Headquarters, certain important works being classed "A" works and given specific allotments. The Command then prepares its preliminary budget at the same time intimating to State Governments grants for works to be carried out by Public Works Department agency. On receipt of this information, the State Governments prepare their preliminary budgets for military works, which will be submitted to Command

Headquarters and forwarded by them, with the Command preliminary budget to Army Headquarters for approval by the Government of India. The orders of the Government of India will be sent through Command Headquarters to State Governments and final budgets will then be prepared and published for the information of all concerned.

45. Estimates for major works, if authorized under a general or special sanction (Vide Paragraph 11 above require administrative approval by the General Officers Commanding under their powers in Army Instruction (India) No. 381 of 1921. When they exceed one lakh and in all cases when unauthorized they should be forwarded through the Headquarters of the Command to the Government of India for approval.

46. Technical sanction to estimates for major works may be given by State Governments up to a limit of Rs. 50,000, exclusive of establishment and tools and plant.

47. All proposals for re-appropriation for works, etc., should be submitted to General Officers Commanding for approval under their powers in Army Instruction (India) No. 381 of 1921. Applications for addition or for surrender of funds should be similarly dealt with.

48. Expenditure should not be incurred, under any circumstances, until funds have been definitely allotted for the purpose, and necessary estimates sanctioned by competent authority.

### ***III. Revised and Supplementary Estimates***

49. Provided previous administrative approval has been accorded by competent authority to the increased expenditure by competent authority, the State Government are authorized to accord technical sanction to a supplementary or revised estimate for a military work, the original estimate for which was beyond their powers of sanction, when the supplementary or revised estimate does not involve an additional charge of more than 10 per cent of the original estimate and provided also that the share of such additional charge debitable to general revenues is not more than Rs. 50,000.

(Paragraphs 200, 204 & 449 of the P.W.D. Code, Tenth edition and G.O.No. 1459, W., Dt. 7-10-1921)

### **E—ANCIENT MONUMENTS**

50. Archaeology is a central subject and under item 6(a) of Part II of Schedule I of the Devolution Rules the care of ancient monuments as defined in Section 2(1) of the Ancient Monuments Preservation Act of 1904 which are for the time being declared to be protected monuments under Section 3(1) of that Act devolves on the Central Government. The functions of the Public Works Department in regard to these are detailed in Paragraphs 257 and 258.

### **F.—CONSTRUCTION AND MAINTENANCE OF WORKS, POSTS AND TELEGRAPHS DEPARTMENT**

51 .(1) (i) The head of a circle in the Posts and Telegraphs Department may sanction the construction or purchase of buildings, the purchase or acquisition of land for a building and additions and alterations to buildings including residential buildings or portions of buildings, used as residences, belonging to the Indian Posts and Telegraphs Department upto a maximum limit of Rs. 10,000 excluding overhead charges in each case on condition that :—

(a) In respect of the constructions or purchase of buildings, the expenditure, if any, on the purchase or acquisition of the site or on the installation of sanitary, water-supply and electrical installations is taken into account for the purposes of determining whether the cost of the project falls within the prescribed maximum limit;

(b) in the case of additions or alterations to residential buildings, the capital cost of any such buildings is not thereby increased beyond Rs. 10,000.

(ii) A head of a circle may also sanction the execution of all ordinary repairs to buildings belonging to the Indian Posts and Telegraphs Department provided that the expenditure involved can be met from his budget allotment for such work.

**Note 1** :—In these rules a head of a circle includes a Postmaster General, Dy. Postmaster General in charge of a circle, Deputy Postmaster General, Railway Mail Service, Director of Telegraph Engineering in independent charge of a circle and the Director of Wireless.

**Note 2** :—These powers are subject to the limitations and restrictions laid down in the Book of Financial Powers regarding the financial powers of authorities subordinate to the President.

**Note 3** :—The powers of a head of a circle as defined in this rule also apply in respect of sanitary, water supply and electric installations in buildings including residential buildings.

New installations will be treated for this purpose as additions and maintenance of installations as “repairs”.

**Note 4** :—Rules relating to residential buildings or portions of buildings used as residences do not apply to those intended for gazetted officers.

**Note 5** :—Appropriation :—The sanctioned grants will be communicated to heads of circles in the shape of lumpsums allotted under the primary units of appropriations as laid down by the Government of India for the Indian Posts and Telegraphs Department. A head of a circle will have power to appropriate sum to meet expenditure falling under these units within the amounts allotted to those units provided that the Director General has power to make this appropriation.

(2) In the case of works funds shall not be appropriated to any work until it has received due administrative approval and technical sanction and the amounts so appropriated shall not exceed the amount shown for that work in the estimate to which technical sanction has been accorded.

**Note 6** :—Re-appropriation :—A head of a circle may re-appropriate funds from any primary unit of appropriation within his control to any other such units provided that the Director General has power to make this re-appropriation. No re-appropriation that would have the effect of increasing or decreasing the allotments placed at the disposal of a head of a circle to cover expenditure on the revision of fixed establishment and other recurring charges permissible.

#### G.—WRITE-OFF

52. The State Governments are authorized to write-off finally the recoverable value of stores or public money lost by fraud or negligence of individuals or other causes upto a limit of Rs. 10,000 but must report such losses to the Government of India when the loss exceeds Rs. 10,000.

The Chief and Superintending Engineers are empowered to write-off finally the loss in any individual case upto Rs. 500 and Rs. 300 respectively, provided that the loss does not disclose (i) a defect of system the amendment of which requires the orders of a higher authority, or (ii) serious negligence on the part of some individual officer or

officers which might possibly call for disciplinary action requiring the orders of a higher authority.

*Note 1* :—The expression “value of stores” used in this paragraph should be interpreted as meaning “book value” where priced accounts are maintained and “replacement values” in other cases.

*Note 2* :—All sanctions to write-off under this rule should be communicated to the Accountant- General.

(Article 227 — Civil Account Code, Volume I, and G.O.No. 597, Finance, Dt. 1-6-1920)

## **H.—INAUGURAL CEREMONIES**

53. The State Government may sanction expenditure on inaugural ceremonies connected with important public works chargeable to Central revenues up to a limit specified in Paragraph 47 of the Book of Financial Powers of the Government of India — (Vide page 31 of the A.P. Book of Financial Powers).

### **I.—Sale and Dismantlement of Buildings**

54. No permanent public buildings constructed from central funds, the book value of which exceeds Rs. 10,000/- may be sold or dismantled without the sanction previously obtained of the Government of India. Permanent public buildings constructed from central funds, of which the book value is Rs. 10,000/- or less may be sold or dismantled under the orders of the State Government. This rule does not apply to military buildings regarding which, see Army Regulations, India.

(Paragraph 305 of the P.W.D. Code, Tenth edition and G.O.No. 559, W., Dt. 20-4-1921)

*Note 1* :—The limit of Rs. 10,000/- prescribed above applies to the book value of the whole building and not to that of the portion proposed for sale or dismantlement.

(G.O.No. 2905, W., Dt. 19-11-1921)

*Note 2* :—Departmental officers are not allowed to remove permanent fixtures such as record racks from buildings belonging to the Central Government which are maintained by State Public Works Department without the prior consent of the Public Works authorities.

(G.O.No. 1776, W., Dt. 16-8-1927)

## **J.—RESIDENCES PROVIDED FOR POLITICAL PENSIONERS**

55. The State Government are empowered to sanction expenditure on repairs and improvements to residences for political pensioners subject to the total annual limit of Rs. 10,000/-.

(Govt. of India, Foreign, and Political Department No. F-89)

(G-29, Dt. 2-5-1929 and G.O.No. 1636, W., Dt. 4-6-1929)

## **K.—ELECTRICAL INSTALLATIONS IN POSTS AND TELEGRAPHS BUILDINGS**

56. Works and repairs in a connection with electrical installations in all posts and telegraphs buildings will be executed by the Posts and Telegraphs Department, Telegraph Engineering Branch. (G.O.Ms.No. 107, W., Dt. 21-1-55 & No. 1171, W, Dt. 7-8-25)

## **L.—CONTRACTS**

57. The following fundamental principles are laid down for the guidance of authorities who have to enter into contracts or agreements involving expenditure from central revenues:

(1) The terms of a contract must be precise and definite, and there must be no room for ambiguity or misconstruction therein.

(2) As far as possible, legal and financial advice should be taken in the drafting of contracts and before they are finally entered into.

(3) Standard form of contracts should be adopted wherever possible, the terms to be subject to adequate prior scrutiny.

(4) The terms of a contract once entered into should not be materially varied without the previous consent of the competent financial authority.

(5) No contract involving an uncertain or indefinite liability or any condition of an usual character should be entered into without the previous consent of the competent financial authority.

(6) Whenever practicable and advantageous, contracts should be placed only after tenders have been openly invited, and in cases where the lowest tender is not accepted, reasons should be recorded.

(7) In selecting the tender to be accepted the financial status of the individuals and firms tendering must be taken into consideration in addition to all their relevant factors.

(8) Even in cases where a formal written contract is not made, no order for supplies, etc., should be placed without at the least a written agreement as to price.

(9) Provision must be made in contracts for safeguarding Government property entrusted to a contractor.

(10) The Auditor-General and under his direction, other audit authorities have power to examine contracts and to bring before the Public Accounts Committee any cases where competitive tenders have not been sought, or where high tenders have been accepted or where other irregularities in procedure have come to light.

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## APPENDIX I—A

### Rules for the Preparation of Estimates for Military Defence Works carried out through the agency of the Public Works Department

1. Works of defence are classified by the Chief of the General Staff, Army Headquarters, as Class I, Class II or Class III, according to their importance.

When considered necessary and advisable by the General Officer Commanding-in-Chief, or the Chief of the General Staff in the case of Independent Brigade areas, clearance zones (Classes A, B, C) will be prescribed and clearly demarcated in the vicinity of all works of defence, and all land with such zones will be dealt with in accordance with the Indian Works of Defence Act, 1903.

When a clearance zone has been notified, except in so far as the notification may authorize modifications, to infringement of the restrictions imposed under the Act shall be permitted by any official or private person without the previous approval of the Officer Commanding or General Officer Commanding within their powers of exemption as specified in the Act, or the Government of India.

Without the previous sanction of the Government of India, no State land within the prescribed clearance zone shall be transferred, to sold to exchanged with, or permanently occupied by, any private person or municipality or corporation not immediately subject to the executive orders of the Government of India.

2. Whenever expenditure is to be incurred from Military Funds or whenever military land or buildings are affected proposals for new works of defence, or for additions or alterations to works of defence costing over Rs. 10,000 or for any changes in clearance zones, are to be submitted to the Chief of the General Staff who will obtain the sanction of the Government of India.

Additions and alterations to works of defence costing not more than Rs. 10,000 may be approved (as unauthorized works) by the following:

	<i>Rs.</i>
General Officer Commanding-in-Chief (Quartermaster-General in the case of districts or services directly under Army Headquarters)	10,000
General Officer Commanding District	2,500
General Officer Commanding or Officer Commanding Brigade or Brigade area	500

3. When a local administration wishes to construct a defence work, the entire cost of the work will be borne by the local administration.

4. Plans of all works of defence in their areas will be maintained in the Office of the Brigade Area of District Commander and at Command Headquarters.

Copies of plans of Class I defences will be maintained by the Chief of the General Staff.

The Brigade Area of District Commander is responsible for informing all concerned of any correction to the plans.

The plans will comprise a general plan of the whole defences showing the clearance zone; also large scale plans and sections of important portions.

5. A plan of the prescribed zone will be prepared on a scale sufficiently large to show all existing buildings, variations of ground-level, banks, hedges, trees, etc., the maintenance of which has been permitted. These will also be entered on a schedule attached to the plan.

The original plan and schedule will be kept by the Officer Commanding Station who will be responsible for keeping them corrected upto date and for seeing that the deviations approved by competent authority have been noted on each, the number and date of the approving letter being quoted on the schedule. The original plan and schedule will never leave the station (a copy should be made when required).

6. Brigade Area or District Commanders are responsible for the condition of all works of defence in their areas, and for seeing that the rules regarding the demarcation and control of clearance zones are strictly observed. They will arrange for the annual inspection of every work of defence.

The Engineer Officer (military or civil) charges of those works of defence should submit an annual report to the General Officer Commanding District or Independent Brigade Area regarding the structural fitness of the work generally, and a certificate regarding encroachments in the clearance zone.

7. Whenever clearance zone which it is proposed to have prescribed contain land in the occupation of civil department the Officer Commanding Station will inform the civil authority concerned of the area affected and the restrictions which will be applied. Any subsequent modification will be similarly communicated.

8. Estimates for works of defence will be prepared by the agency executing the work.

If the work is to be carried out by any agency other than the Military Engineering Service the estimates will be prepared in consultation with the Commander, Military Engineers, or such Military Engineer Officer as may be nominated by the General Officer Commanding District or Independent Brigade Area, or higher military authority.

The Commander, Military Engineers' or such Special Military Engineer Officer as may have been detailed, will be responsible for inspecting the work during construction in consultation with the agency charged with the execution, and on completion will furnish a certificate to the General Officer Commanding District or Independent Brigade Area regarding the fitness of the work, a copy of the certificate being given to the agency executing the work.

9. Should the civil authority wish to use for the accommodation of their staff or other purposes any portion of a work of defence which is maintained from military funds, the question of rent, etc., will be dealt with under the ordinary rules, and occupation will be subject to the condition of inspection at any time by the military authorities and to the right of re-occupation without notice in case of emergency.

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## APPENDIX II

### Contracts and Agreements involving Liabilities on the part of the State

The following rules are laid down to regulate the powers of the Government of India and of the State Governments and Administrations to enter into or sanction contracts and agreements involving liabilities on the part of the State. They are in force by virtue of Section 130 of the Government of India Act of 1919.

#### STATUTORY RULES

The following provisions and restrictions are prescribed by the President in exercise of the power reserved to him by Statutes 22 and 23 Vict. Chap. 41, Section 1, and shall apply to all concessions, grants, leases and contracts (except such as may be made under any special legislative sanction) made or entered into by the Government of India, or by a local Government or Administration or other authority in India, to or with any person, firm, company, syndicate, municipality, or other public body who or which has applied for the same for minings or any other industrial or manufacturing purposes or for the purposes of any railway, tramway, water-works or other undertaking of a like nature, not being for ordinary agricultural or settlement purposes or for the purposes of securing the exploitation of forest produce from State forests:

I. No concession, grant, or lease of land, or mineral, or forest rights, or right of water power or to right of way or other easement or of any privilege in respect of land, mineral or forest rights, of right of water, power or of an easement and no contract involving the execution or maintenance by the Government of works, shall be made or entered into by the Government of India to, with or in favour of any person, firm, syndicate, company, municipality or other public body for any of the purposes above mentioned without the express sanction of the President of India.

If such concessions, grant, lease or contract

(a) is intended to endure for a period exceeding ten years and is not accompanied by an unconditional power of revocation or cancellation by the Government of India at any time during such period on the expiry of six months notice to the effect, and imposes on the revenues of India an annual liability in excess of fifty thousand rupees; or

(b) imposes on such revenues a charge or expenditure liability or damages in excess of twelve lakhs of rupees; or

(c) involves the cession of property or rights of which the estimated value exceeds twelve lakhs of rupees.

II. No concession, grant or lease of land of mineral or forest rights, or right to water power, or of right of way or other easement or of any privilege in respect of land, of mineral or forest rights, of right to water power, or of an easement and no contract involving the execution or maintenance by Government of works, shall be made or entered into by any State Government or Administration or other authority in India to, with or in favour of any person, firm, company, syndicate municipality or other public body for any of the purposes above mentioned without the express sanction of the Government of India

If such concession, grant, lease or contract

(a) is intended to endure for a period exceeding ten years and is not accompanied by an unconditional power of revocation or cancelment by Government of India at any time during such period on the expiry of six months' notice to that effect, and imposes on the revenues of India an annual liability in excess of fifty thousand rupees; or

(b) imposes on such revenues a charge or expenditure or liability to damages in excess of twelve lakhs of rupees; or

(c) involves the cession of property or rights of which the estimated value exceeds twelve lakhs of rupees.

III. No such concession, grant, lease or contract shall be made by any State Government or Administration or other authority in India to, with or in favour of any person, firm, company, municipality, or other public body for any of the purposes above mentioned without the express sanction of the Government of India.

If such concession, grant, lease, or contract

(a) is intended to endure for a period exceeding five years, and is not accompanied by an unconditional power of revocation by the Government at any time during such period on the expiry of six months' notice to that effect, and imposes on the revenues of India an annual liability in excess of five thousand rupees; or

(b) imposes on such revenues a charge or expenditure for liability to damages in excess of one lakh of rupees; or

(c) involves the cession of property or rights of which the estimated value exceeds one lakh of rupees.

IV. No transfer of any such concession grant, lease or contract, or of any part thereof, of any interest therein, or any under-letting, shall be recognized as valid except it be made with the express assent of—

(a) Government of India in cases falling within Rule I, or

(b) the Government of India in cases falling within Rules I or II.

(c) the State Government or Administration in any other cases. And the Government of India, as the case may be, may in his or their absolute discretion refuse such assent.

V. In every writing intended to express any concession, grant, lease or contract which fall within these rules; it shall be expressly declared that such concession, grant, lease or contract is granted or made subject to them.

VI. When the assent of the Government of India is rendered by these rules necessary to the validity of any concession, grant, lease or contract, or to the transfer thereof, it shall be signified under the hand of an Under Secretary of State; and when the assent of the Government of India is so required, it shall be signified under the hand of a Secretary of that Government.

VII. The foregoing Rules I to VI inclusive, shall not apply to any concession, grant, lease, or contract for any of the purposes mentioned in Rule 1, if made under any Special rule, issued or approved, by the Government of India.

#### **SUPPLEMENTARY RULES**

Rule A—In cases where it is considered expedient to grant concessions or to make agreements, such as those contemplated in the Statutory Rules, the deed of concession or

the agreements, if the rights under it are transferable must be so framed that it will be beyond the power of grantees or contractees to transfer their rights' or any part of them, except with the sanction of the Government of India, or of State Government and Administration in cases coming within their cognizance.

Rule B—All such concessions and agreements will further be subject to any special provisions made by Government to meet particular cases.

Rule C—Before any agreement or concession of the class referred to is submitted for the approval of the Government of India, its terms should be considered the Law Department of the State Government and by the highest legal adviser to that Government.

Rule D—The foregoing rules shall not apply to any concession, grant, lease or contract for any purposes mentioned in the Statutory Rules, it made under any special rules or approved by the Government of India.

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### APPENDIX III

**Statement showing the different classes of Deeds, Contracts  
and other instruments which may be executed by the  
Public Works Department and the authorities  
empowered to execute them**

(Vide Paragraph 159 of this Code)

(G.O.Ms.No. 1632, General Administration (Services-C), Department, Dt. 24-10-1958)

**Contracts, deeds and other instruments— Persons authorized to execute  
on behalf of the Governor.**

In exercise of the powers conferred by clause (1) of Article 299 of the Constitution of India, and in supersessions of all the notifications in force on the subject, the Governor of Andhra Pradesh hereby directs that the undermentioned classes of deeds, contracts and other instruments shall be executed as follows:

<i>Subject</i> (1)	<i>Authority authorized</i> (2)
5. In the case of Public Works Department (subject to any such limit fixed by departmental orders)—	By the Secy. to Govt., Public Works Dept., Chief Engineers, Supdtg. Engineers, Director, Engineering Research Department, Supdt. of Works, Divisional Engineers (Highways). Divisional Officers, sub-divisional Officers in the Highways, Buildings and Irrigation Branches and Water Works.
(a) All instruments relating to the purchase, supply and conveyance or carriage of material, store, machinery, etc.	
(b) All instruments relating to the execution of works of all kinds connected with buildings including electric installations), bridges, highways, canals, tanks, reservoirs, docks, harbours and embankments and also instruments relating to the construction of the water works, sewage works, the erection of machinery and the working of coal mines.	By Chief Engineers, Superintending Engineers, Director, Engineering Research Department, Superintendent of Works, Divisional Officers and Sub-Divisional Officers in the High-ways Buildings and Irrigation Branches and Water works.
(c) Bonds of auctioneers and security bonds for the due performance and completion of works.	
(d) Security bonds for the due performance of their duties by Government servants whom the officers specified have power to appoint.	
(e) Leases for grazing cattle on canal banks or road side; for fishing in a	By Chief Engineers, Supdtg. Engineers, Director, Engineering Research Dept.,

<i>Subject</i> (1)	<i>Authority authorized</i> (2)
canal, lake and reservoir for the cultivation of land under the Irrigation Department, leases of water for irrigation and other purposes and leases of water for power; and instruments relating to the sale of grass trees or other produce on road side or in plantations.	Supdt. of Works, Divisional Officers and Sub-Divisional Officers in the High-ways Buildings and Irrigation Branches and Water Works.
<i>Note</i> :—Sub-Divisional Officers are authorized to execute fishery leases and leases of grass and usufruct of trees to village panchayats upto a limit of Rs. 5 in each case and subject to the conditions that the period of the lease does not exceed one year and that the amount of the lease is not less than the average of previous three years.	
(f) Lease of houses, Land or other immovable property and grants made under the Crown Grants Act, 1895 (XV of 1895) of lands under the control of the P.W.D., and Highways Dept., provided that the rent reserved shall not exceed Rs. 5000 a month.	By the Chief Engineers, Superintending Engineers, Director, Engineering Research Department, Superintendent of Works, Divisional Officers and Sub-Divisional Officers in the High-ways. Buildings and Irrigation Branches and Water works.
(g) All instruments connected with the reconveyance of properties given as security.	Do.
(h) All instruments connected with the Collection, framing of tolls at bridges, ferries or other means of Communication provided by the State Government.	Do.
(i) Agreements for the recovery of fines on account of the drift wood or other timber passing into a canal.	By the Chief Engineers, Superintending Engineers, Director, Engineering Research Dept., Supdt. of Works, Divnl. Officers in the Irrigation Branches.
(j) Agreements relating to the loan of tools and plants to contractors and others.	Executive Engineers and Divisional Engineers, Highways. [G.O.Ms.No. 104, G.A. (Ser. C), Dt. 20-1-1960]
(k) Contracts and other instruments relating to water-supply and drainage works in the Sanitary Engineering Branch except Hyderabad and Secunderabad.	By the Sanitary Engineer to Govt.
(l) Contracts and other instruments relating to water supply and drainage works in Hyderabad & Secunderabad.	By the Executive Engineer, Hyderabad Water Works, Superintending Engineer and Chief Engineer (Buildings).
(m) All deeds and instruments relating to any matters other than those specified in heads (1) to (l).	By the Secretary to Government, Public Works Department.

<i>Subject (1)</i>	<i>Authority authorized (2)</i>
28. Contracts, deeds and other instruments connected with the administration and working of the Electricity Department.	Chief Engineer for Electricity and Addin. Chief Engineer for Electricity upto 31-3-1959 and Chief Engineer, Electricity Projects from 1-4-1959 and subject to any limits and conditions fixed by Departmental Orders by Superintending Engineers and by Executive Engineers incharge of Power Systems. [G.O.Ms.No. 1709, G.A. (Ser. C), Dt. 1-12-1959]
29. Contracts and piece-work agreements connected with the execution of electrical works.	By the Chief Engineers (General and Buildings) and Electrical Engineer (General) and subject to any limits and conditions fixed by Departmental orders by Executive Engineers and Assistant Engineers of the Electricity Departments.
65. Local Administration (Engineering Branch) (1) Contracts and other instruments for the purchase, supply, conveyance and carriage of building material, stores machinery and the like, and the provisions of labour for buildings and other works.	
(a) above Rs. 2,50,000/-	By the Chief Engineer, Local Administration and Public Health.
(b) upto Rs. 2,50,000/-	By the Sanitary Engineer, or Superintending Engineer.
(c) upto Rs. 25,000/-	By the Executive Engineer Public Health, C.I.B., District Water Works and Well Sinking Division.
(d) upto Rs. 5,000/- (Piece-work agreements on standard forms).	Divisional Engineers, Local Administration (Asst. Engineer's rank).
(e) upto Rs. 5,000/-	By the Assistant Engineers, Public Health, C.I.B., District Water Works and Well Sinking.
(2) Mortgage deeds given as security in connection with the employment of clerks, cashiers etc., who are incharge of cash transactions or custody of securities.	By the Chief Engineer, Local Administration and Public Health.
(a) Full powers in respect of officer staff.	
(b) Full powers in respect of officer staff.	By the Sanitary Engineer or Superintending.
(c) Full powers in respect of officer staff.	By the Executive Engineer, Public Health, C.I.B., District Water Works and Well Sinking Division.

<i>Subject</i> (1)	<i>Authority authorized</i> (2)
	Divisional Engineers, Local Administration (Asst. Engineer's rank).
(d) upto Rs. 5,000/- Piece-work agreements on standard forms).	By the Assistant Engineers, Public Health, C.I.B., District Water Works and Well Sinking.
(e) upto Rs. 5,000/-	By the Local Engineers (Sub-Engineers).
(3) All instruments relating to the execution of works of all kinds.	
(a) above Rs. 2,50,000/-	By the Chief Engineer, Local Administration and Public Health.
(b) upto Rs. 2,50,000/-	By the Sanitary Engineer, or Superintending Engineer.
(c) upto Rs. 25,000/-	By the Executive Engineer Public Health, C.I.B., District Water Works and Well Sinking Division.  Divisional Engineers, Local Administration (Asst. Engineer's rank).
(d) upto Rs. 5,000/- (Piece-work agreements on standard forms).	By the Assistant Engineers, Public Health, C.I.B., District Water Works and Well Sinking.
(e) upto Rs. 5,000/-	By the Local Engineers (Sub-Engineers).
(4) Security bonds for the due performance of duties of Government servants.	
(a) Full powers in respect of officer staff.	
(b) Full powers in respect of officer staff.	By the Sanitary Engineer or Superintending.
(c) Full powers in respect of officer staff.	By the Executive Engineer, Public Health, C.I.B., District Water Works and Well Sinking Division.
(d) Full powers in respect of officer staff.	By the Divisional Engineers, Local Administration (Assistant Engineer's rank).
(e) Full powers in respect of officer staff.	By the Local Engineers (Sub-Engineers).
(5) Leases for grazing cattle and of grass and usufruct of—	
(a) Full powers	By the Chief Engineer, Local Administration and Public Health.
(b) upto Rs. 5,000/-	By the Sanitary Engineer, or Superintending Engineer.

<i>Subject</i> (1)	<i>Authority authorized</i> (2)
(c) upto Rs. 1,000/-	By the Executive Engineer, Public Health, C.I.B., District Water Works and Well Sinking Division, Divisional Engineers, Local Administration (Asst.) Engineer's rank).
(6) Lease of houses, land or other movable property and their re-conveyance.	
(a) Full powers.	By the Chief Engineer, Local Administration and Public Health.
(b) upto Rs. 50,000 (value of property).	By the Sanitary Engineer or Superintending Engineer.
(c) upto Rs. 5,000 (value of property).	
(7) Bonds of auctioneers and security bonds for the due performance and completion of works.	
(a) Full powers.	By the Chief Engineer, Local Administration and Public Health.
(b) upto Rs. 2,50,000 (value of property to be auctioned and security deposited by the auctioneer).	By the Sanitary Engineer or Supdtg. Engineer.
(c) upto Rs. 25,000 (value of property to be auctioned and security deposited by the auctioneer).	By the Executive Engineer, Public Health, C.I.B. District Water Works and Well Sinking Division.
(8) Agreements relating to the loan of tools and plants to contractors and others.	By the Executive Engineer, Public Health, C.I.B., District Water Works and Well Sinking Division ; the Divisional Engineers Local Administration (Assistant Engineer's rank) ; the Local Engineers (Sub-Engineers).
(a) Full powers.	
74. Contracts of agreements in respect of supplies of coal to the Government Electricity Dept., for which tenders have been accepted by the Chief Engineer (Electricity).	Chief Engineer for Electricity and Addnl. Chief Engineer for Electricity upto 31-3-1959 and Chief Engineer, Electricity Projects and Chief Engineer, Electricity Board from 1-4-1959. [G.O.Ms.No. 1709, GA. (Ser. C), Dt. 1-12-1959]

## APPENDIX IV

### Instructions Regarding the Preparation of Indents and the Examination of the English Stores

[Deleted]

## APPENDIX V

### Instructions regarding the Testing of Stores Purchased in India

The attention of officers of the department is invited to the facilities for testing materials that are offered by the Government Test House, Calcutta.

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<p>Acids Cement, Portland Chemicals Disinfectants Ingots— Brass     Copper     Tin     Zinc Load, pig oils, greases and soaps Paints Pipes, cast iron Pipes, stoneware Pitch and bitumen Plumbage Solders Steel plates and sections (Not covered by a certificate of British Standard or other well-known specification or not being the product of a reputable steel works whose market 'grades are well-known) Steel tool (same remarks as for "steel plates and section"). Tar Turpentine Varnishes</p>	<p>The list given in the margin indicates some of the materials which are commonly sold in an adulterated condition or of an inferior quality.</p>
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It is therefore urged strongly that when officers of the department are purchasing in India any of these or similar classes of stores he should ask the firms supplying or desiring to supply the articles to support their quotations with a certificate of test from the Government Test House at Calcutta and with a guarantee that the article supplied will be reasonably in accordance with the quality certified.

Further the purchaser of such articles should satisfy himself from time to time that such is the case by sampling the supplies and submitting the samples to the test house for confirmatory test.

Inspection during manufacture of structural work undertaken on behalf of Government by the Engineering firms in Bombay and Calcutta is provided for by the Indian Stores Department and the assistance of the Chief Controller of Stores (Inspection Branch) Indian Stores Department, may be obtained in suitable cases.

## APPENDIX VI

### Rules for the occupation of Inspection Bungalows

(Vide Paragraph 286 of this Code)

#### A

#### *Rules applicable to an inspection bungalow to the use of which officers of the Public Works Department have no preferential right*

1. Each inspection bungalow is in charge of the Executive Engineer of the division, but its use is subject to the control of the Collector of the district.

2. In cases of emergency which render it imperatively necessary that accommodation should be reserved for officers of the Public Works or the Electricity Department, the Collector may, in consultation with the Superintending Engineer, Public Works Department, or the Chief Engineer for Electricity as the case may be accord a preferential right to the use of the bungalow to the officers of the Public Works and Electricity Departments as a temporary arrangement, subject to the condition that as between officers of the Public Works Department and those of the Electricity Department, the former will have the prior right. Subject to this limitation, Hon'ble Ministers of Government, all gazetted officers of Government, non-official Presidents of Panchayat Raj, Panchayat Raj Engineers, District Health Officers and the President and Commissioners of the Hindu Religious Endowments Board on tour in their official capacity shall have the right to use the bungalow; but the Collector, in concurrence with the Superintending Engineer, may forbid any such officer the use of the bungalow, if it is shown that he had used improperly. Non-gazetted officers of Government, Zilla Parishad Assistant Engineers and District Panchayat Officers may not use the bungalow unless they have special permission from the Collector. Members of the general public may use the bungalow with the previous permission of the Collector; but the Collector, after consulting the Superintending Engineer, may reserve it for the use of the Government Officers, non-official President of Zilla Parishads, Panchayat Raj Engineer, District Health Officers and the President and Commissioners of the Hindu Religious Endowments Board on tour in their official capacity either temporarily or permanently.

The Collector of a district may accord general permission for the use of the inspection bungalow in the district to members of the Legislative Council, the Legislative Assembly and Parliament and District Panchayat Officers who may apply for it before undertaking a journey through the district. The Collector of a district may also accord general permission to Tahsildars, Inspecting Tahsildars and Deputy Tahsildars for the use of specified inspection bungalows in the district in places where no other suitable accommodation is available for them.

*Note* :—Tourism members of the Federated Association in the Eastern Touring Federation and foreign tourists who possess the Tourist Introduction Cards issued by the Government of India are permitted to occupy the bungalow at any time without first obtaining the permission of the Collector concerned or of other officers in whose charge the bungalow may be, subject to the following conditions :—

- (1) that accommodation is actually available at the time;
- (2) that they pay the stipulated fee;

(3) that they do not occupy the bungalow for more than 18 hours;

(4) that they vacate the bungalow immediately without dispute if accommodation is wanted for a Government official even during the period of their occupation;

(5) that if they desire to extend the period of occupation beyond 18 hours they should obtain forthwith the sanction of the competent authority in the normal course;

(6) that when accommodation has already been previously reserved by the Collector, or under his order, the members of the Automobile Association and the foreign tourists as such, should not occupy the bungalow, on any day it is so reserved even if, when they arrive, it is unoccupied—except for the purpose of taking a meal which will not involve their remaining in the bungalow after the time when the person for whom it is reserved is expected; and

(7) that they show to the watchman of the bungalow their current Federated Associations in the Eastern Touring Federation Membership Cards, signed by the Secretary of the Association and bearing the Association seal, and Tourist Introduction Cards issued by the Government of India respectively.

3. The order of precedence for the occupation of inspection bungalows of this class will be as shown below

(1) Hon'ble Ministers,

(2) Parliamentary Secretaries to Hon'ble Ministers,

(3) Heads of Departments having jurisdiction throughout the Presidency,

(4) District Collectors and other Gazetted Officers of the Revenue Department, Deputy Inspector-General of Police, Superintending Engineers, Conservators of Forests and other Gazetted Officers of Government, who have jurisdictions over more than Revenue district,

(5) Members of the State Legislature, the Lok Sabha and the Rajya Sabha,

(6) Gazetted Officers of the rank of District Officers of other departments,

(7) Other Gazetted Officers of the Government,

(8) Non-official Chairman of Zilla Parishads, the President and Commissioner of the Hindu Religious Endowments Board,

(9) Non-Gazetted Officers of the Government, District Panchayat Officers, Assistant Commissioners of the Hindu Religious Endowments Board and the Consulting Engineer and Architect to Hindu Religious Endowments Board,

(10) Members of the general public.

A member of any of the above categories may be required to vacate after 24 hours' occupation in favour of any other member of the same category as his and after six hours' occupation in favour of any member in any category higher than his own.

In cases of civil disobedience, the District Magistrate will have discretion to vary the normal order of precedence in respect of the Gazetted Officers of the Police Department provided the Hon'ble Ministers are not affected.

**Note 1** :—The expression “General Public” occurring in the above rule includes non-gazetted officers of Indian States.

**Note 2** :—The term “Chairman of Zilla Parishad” includes a President-delegate or a Vice- President, while discharging the function of a President.

**Note 3** :—Gazetted Officers of Indian States may occupy the inspection bungalow in the district adjoining Indian States on the same conditions as the Gazetted Officers of the Government of Andhra Pradesh.

**Note 4** :—The Inspector, Military Indian Army Service Corps, the Collector of Military Accounts, Southern Command, and the Deputy and Assistant Controllers and Deputy Assistant Controllers of Military Accounts will be ranked among the Gazetted Officers of the State for purposes of these rules.

**Note 5** :—The Controller of any Army Factory Accounts, the Director, Geological Survey of India, the Gazetted Officers of their staffs will be ranked among the State Gazetted Officers while the non-Gazetted Officers of their staff will be ranked among State non-Gazetted Officers for purposes of these rules.

4. All persons occupying the bungalow will be charged fees at the following rates:

Fee payable for a single day of 24 hours	First	Second
	Class bungalow	Class bungalow
A single person	2-00	1-50
Married couple or a single person accompanied by a member of his family	4-00	3-00

**Note** :—Family includes the wife and children including an adopted son and step:children of a Government servant residing with and wholly dependent on him — vide Rule 2 of the Andhra Pradesh Traveling Allowances Rules.

(i) A fee of 0.50 paise per day in the case of a first class bungalow and 0.25 paise per day in the case of second class bungalow will be charged for every additional member of a touring officer’s family accompanying him, in excess of one but not more than four.

No fee shall be charged for the son and daughters of an officer who have not attained the age of 18.

An assistant or any other person who is not a member of the family of the officer should be charged as for a member of the family when only one set of rooms is available for occupation. if on the other hand the other set of rooms is also available for occupation at the time, such a person should be charged as an independent occupant though he does not occupy it, but occupies the same set of rooms as the officer.

(ii) For parties exceeding five in number, the fee will be five time, the fee chargeable for a similar occupation by a single person.

(iii) A day’s fee will be charged for an occupation of 12-24 hours duration and half a day’s fee will be charged for a period less than 12 hours.

**Note** :—This rule will apply in all cases whether the total period of occupation is less than 24 hours or more than 24 hours.

(iv) Payment of full fees for the occupation of a bungalow gives the right to pitch tents in the compound without extra charge. When the bungalow is not occupied, half the

ordinary fee should be paid for the privilege of pitching tents. An officer occupying a bungalow has prior claim to the use of the out-houses and stables attached to the bungalows. Subject to this condition, they are available without further charge for the use of officers occupying tents in the compound. A charge of 0.25 Naye Paise a day will be fixed for the use of the stables, coach-house, motor shed or such out-houses only.

(v) In cases where an officer sends his saman in advance with the object of occupying a bungalow or of pitching tents in the compound, or vacates the bungalow before his camp equipment is moved, rent will be charged for the days the officer actually stays; provided that the saman is stored for not more than 24 hours before the arrival or after the departure of the officer. Rent at half rate will be levied for periods in excess of this limit.

(vi) If a bungalow which is temporarily reserved for a specific period for an officer with reference to the penultimate sentence of Rule 2 above, is occupied by him from the first day of reservation rent should be recovered from him only for the actual period of his occupation, provided his departure is promptly notified to the nearest Public Works Department official and the notice of reservation hung up in the bungalow is removed immediately after it is vacated. If the bungalow is not occupied by the officer from the first day of reservation and the reservation is not cancelled before the date, rent should be recovered from him for any days covered by the reservation until the bungalow is occupied or until the reservation is cancelled, whichever is earlier.

Touring officers should give specific intimation to their subordinates in District or to Collectors or Revenue subordinates whether inspection bungalows should be got reserved for them with reference to the penultimate sentence of Rule 2 above. If, under their instruction, bungalows are so reserved but are not occupied, rent should be recovered for the period of reservation, even if there were no applications from others for occupation during the period. But Collectors of districts are allowed to use their discretion and waive the recovery of rent in exceptional cases, due regard being given in the interest of Government.

(vii) In the case of inspection bungalows which have electric installations, enhanced fees shall be paid as specified in the supplemental rules which will be issued by the Executive Engineer of the Division concerned after obtaining the approval of Government to the enhance fees. A copy of the supplemental rules shall be hung in the bungalows by the side of the printed rules already exhibited therein.

Such additional fees should be charged whether electric energy is used or not, so long as the electric installation is in working orders. But when the electric installation is not in working order or under repairs or renewal, the occupant should not be charged either for the electric installation or for the electric energy. The additional fees for electric installation should not also be charged, if only tents are pitched in the compound of the inspection bungalow.

**Note** —Parties of persons will be permitted to occupy the bungalows can be made wholly available for their use but not when only one set of rooms therein is available. The previous permission of the Collector should be obtained in all such cases.

5. The Collector is authorized to charge higher fees, whether temporarily, for special reasons.

6. A book shall be kept at the bungalow in which all persons stopping there shall be required to enter their names, time of arrival and due and departure and the fees paid.

A person occupying the bungalow should enter under the column headed 'name' his own name and below that state the particular member or members of his family, if any, that has accompanied him specifying merely the relationship.

7. All persons occupying the bungalow shall be responsible for any damage they or their servants or followers may cause to the buildings or to the fittings.

8. All officers subordinates and members of the general public occupying a bungalow are required to pay without fail the rent due before they vacate the bungalow. Any case of failure on their part in this respect will be brought to the notice of the Executive Engineer and, if, necessary, to that of the Collector.

9. Occupation of a bungalow by an officer or married couple or a single person accompanied by a member of his family shall only give exclusive right of occupation of one set of rooms.

10. Whenever the bungalow is occupied, the occupants should ask the watcher to produce the sweeper for doing scavenging service and pay the sweeper at the rates fixed by the Public Works Department in accordance with the local scavenging wages. The fact of having paid the scavenger's wages should be entered in a column in the inspection bungalow book by the occupants before they vacate.

On the days on which more than one set of rooms in the bungalow are occupied, the sweeper's daily wages should be paid in equal shares by the occupants.

*Note 1* :—This rule is applicable only to inspection bungalows within municipalities which do not levy scavenging tax and also to those within Panchayat Board limits.

*Note 2* :—The Executive Engineer of the division concerned should enter at the foot of the copy of the rules, hung in the bungalow, the rate of daily wages that should be paid to the sweeper in accordance with the local scavenging wages.

11. Any laxity on the part of the inspection bungalow watcher should be noted in the book that is maintained in the bungalows.

12. A copy of the rules is to be hung in each bungalow, stating the class of the bungalow and whether it is available for use by the general public.

## **B**

### ***Rules applicable to an inspection bungalow to the use of which officers of the Public Works Department have a preferential right***

1. Each inspection bungalow of the class is in charge of Executive Engineer of the Division, but its use is subject to the control of the Collector of the District.

2. "Ministers of Government have a preferential right to the use of the Bungalow, Officers of the Public Works and Electricity Departments, R & B, have the next preferential right in respect of the Inspection Bungalows in non-Municipal areas, subject to the condition that as between officer of Public Works Department and those of the Electricity Department, R&B, the former will have the prior right". Officers of other departments of Government, non-official Presidents of Districts Boards, District Board Engineers, District Health Officers, the President and Commissioners of the Hindu Religious Endowments Board, Zilla Parishad Assistant Engineers and District Panchayat Officers or tour in their official capacity and members of the general public may occupy the bungalow on the understanding that they should vacate it at once if required by an Hon'ble Minister of Government or an Officer

of the Public Works Department or the Electricity Department, Non-Gazetted officers other than those of the Public Works Department and the Electricity Department, Zilla Parishad Assistant Engineers, District Panchayat Officers and members of the general public should obtain special permission from the Collector for using the bungalow. The Collector of a district may also accord general permission to Tahsildars, Inspecting Tahsildars and Deputy Tahsildars, for the use of specified inspection bungalows in the district in places where no other suitable accommodation is available for them. The Collector of a district may also accord general permission for the use of the inspection bungalows in the district to members of the Legislative Council, the Legislative Assembly and the Council of State and District Panchayat Officers who may apply for it before undertaking a journey through the district. The Executive Engineer concerned may reserve any such bungalow for the use of Government officers of departments other than the Public Works and Electricity Departments on tour in their official capacity, subject to the clear understanding that they should vacate it immediately if required for the use of officers of the Public Works Department and the Electricity Department.

*Note* :—Touring members of the Federated Association in the Eastern Touring Federation and Foreign tourists who possess the Tourist Introduction Cards issued by the Government of India are permitted to occupy the bungalow at any time without first obtaining the permission of the Collector concerned or of other officers in whose charge the bungalow may be, subject to the following conditions:

- (1) the accommodation is actually available at the time;
- (2) that they pay the stipulated fee;
- (3) that they do not occupy the bungalow for more than 18 hours;
- (4) that they vacate the bungalow immediately without dispute, if accommodation is wanted for a Government official even during the period of their occupation;
- (5) that if they desire to extend the period of occupation beyond 18 hours, they should obtain forthwith the sanction of the competent authority in the normal course;
- (6) that when accommodation has already been previously reserved by the Executive Engineer, the members of the Automobile Association the foreign tourist as such, should not occupy the inspection bungalow, on any day it is so reserved even if, when they arrive, it is unoccupied except for the purpose of taking a meal which will not involve their remaining in the bungalow after the time when the person for whom it is reserved is expected; and
- (7) that they show to the watchman of the bungalow their current Federated Association in the Eastern Touring Federation Membership Cards signed by the Secretary of the Association and bearing the Association seal, and Tourist Introduction Cards issued by the Government of India respectively.

3. All persons occupying the bungalow will be charged fees at the following rates:

<b>Fees payable for a Single day of 24 Hours</b>	First	Second
	Class bungalow	Class bungalow
A single person	2-00	1-50
Married couple	4-00	3-00

**Note** :—Family includes the wife and children including an adopted son and a step-children of a Government servant residing with and wholly dependent on him — Vide Rule 2 of the Andhra Pradesh Traveling Allowance Rules.

(i) A fee of 0.50 paise per day in the case of a first class bungalow and 0.25 paise per day in case of a second class bungalow, will be charged for every additional member of a touring officer's family accompanying him, in excess of one but not more than four.

No fees shall be charged for the sons and daughters of an officer who have not attained the age of 18.

An assistant of any other person who is not member of the family of the officer, should be charged as for the members of the family when only one set of room is available for occupation. If on the other hand the other set of rooms is also available for occupation at the time, such a person should be charged as an independent occupant though he does not occupy it, but occupies the same set of rooms as the officer.

(ii) For parties exceeding five in number the fee will be five times the fee chargeable for similar occupation by a single person.

**Note** :—Parties of persons will be permitted to occupy the bungalows only when the bungalows can be made wholly available for their use but not when only one set of rooms therein is available. The previous permission of the Collector should be obtained in all such cases.

(iii) A day's fee will be charged for an occupation of 12-24 hours duration and half a day's fee will be charged for a period less than 12 hours.

**Note** :—This rule will apply in all cases whether the total period of occupation is less than 24 hours or more than 24 hours.

(iv) Payment of full fees for the occupation of a bungalow gives the right to pitch tents in the compound without extra charge. When the bungalow is not occupied, half the ordinary fee should be paid for the privilege of pitching tent. An officer occupying a bungalow has prior claim to the use of out-houses and stables attached to the bungalow. Subject to this condition, they are available without further charge for the use of officers occupying tents in the compound. A charge of 0-25 paise per day will be fined for the use of the stables, coach house, motor-shed or such out-houses only.

(v) In cases where an officer sends his saman in advance with the object of occupying the bungalow or of pitching tents in the compound, or vacates the bungalow before his camp equipment is moved, rent will be charged for the days the officer actually stays, provided that the saman is stored for not more than 24 hours before the arrival or after the departure of the officer. Rent at half rates will be levied for period in excess of this limit.

(vi) In the case of inspection bungalow which have electric installations, enhanced fees shall be paid as specified in the supplemental rules which will be issued by the Executive Engineer of the Division concerned after obtaining the approval of Government to enhanced fees. A copy of the supplemental rules shall be hung in the bungalows by the side of the printed rules already exhibited therein.

Such additional fees should be charged whether electric energy is used or not so long as the electric installation is in working order. But when the electric installation is not working order or under repairs or renewal, the occupant should not be charged either for the electric installation or for the electric energy. The additional fees for electric installation

should not also be charged, if only tents are pitched in the compound of the inspection bungalow.

(vii) If a bungalow which is reserved for a specific period for an officer reference to the last sentence of Rule 2 above is occupied by him from the first day of reservation but is vacated before the expiry of the full period of reservation, rent should be recovered from him only for the actual period of his occupation, provided his departure is promptly notified to the nearest Public Works Department official and the notice of reservation hung up in the bungalow is removed immediately after it is vacated. If the bungalow is not occupied by the officer on the first day of reservation and the reservation is not cancelled before that date, rent should be recovered from him for the days covered by the reservation until the date he occupies it or until the reservation is cancelled whichever is earlier.

4. The Collector of the district is authorized to charge higher fees, whether temporarily or permanently, for special reasons after consulting the Superintending Engineer.

5. Subject to the preferential rights of the Hon'ble Ministers of Government and the officers of the Public Works and the Electricity Departments, the order of precedence for occupation of these bungalows will be shown below

(1) Gazetted Officers of other Departments of Government.

(2) Members of the State Legislative, of the Assembly and Council and the Council of State.

(3) Non-official Presidents of Zilla Parishads and the President and the Commissioners of the Hindu Religious Endowments Board.

(4) Non-gazetted officers of other Departments of Government and Consulting Engineer and Architect to the Hindu Religious Endowments Board, A.P.

(5) Zilla Parishads Assistant Engineers, District Panchayat Officers, members of the general public and Consulting Engineer and Architect to the Religious Endowments Board, Hyderabad.

A member of any of the above categories may be required to vacate after 24 hours' occupation in favour of any other member of the same category as his and after six hours' occupation in favour of any member in any category higher than his own.

**Note 1** :—The expression 'general public' occurring in the above rule includes non-Gazetted Officers of Indian States.

**Note 2** :—The term 'President of Zilla Parishad' includes a President-delegate or a Vice-President, while discharging the functions of a President.

**Note 3** :—Gazetted Officers of Indian States may occupy the inspection bungalows in the district adjoining Indian States on the same conditions as the Gazetted Officers of the Government of Andhra Pradesh other than the officers of the Public Works and Electricity Departments.

**Note 4** :—The Inspector, Military Indian Army Service Corps, the Controller of Military Accounts, Southern Command and the Deputy and Assistant Controllers and Deputy Assistant Controllers of Military Accounts, will be ranked among the Gazetted Officers of the State for purposes of these rules.

**Note 5** :—The Controller of Army Factory Accounts, the Director, Geological Survey of India, and the Gazetted Officers of the staffs will be ranked among the State Gazetted Officers while

the non-Gazetted Officers of their staffs will be ranked among State non-Gazetted Officers for purpose of these rules.

**Note 6** :—As a reciprocal arrangement, the officers of the Irrigation Branch of the Punjab Government, visiting of the A.P. State on duty, may use these bungalows free of rent, with the previous approval of the Chief Engineer (Irrigation).

6. A book shall be kept at the bungalow in which all persons stopping there shall be required to enter their names, time of arrival and departure and the fees due and paid. A person occupying the bungalow should enter under the column headed 'name' his own name and below that state the particular member or members of his family, if any, that has accompanied him specifying merely relationship.

7. All persons occupying the bungalow shall be responsible for any damage they or other servants or followers may cause to the buildings or fittings.

8. All officers, subordinates and members of the general public occupying a bungalow are required to pay without fail the rent due before they vacate the bungalow. Any case of failure on their part in this respect will be brought to the notice of the Executive Engineer and, if necessary, to that of the Collector.

9. Occupation of a bungalow by an officer or married couple shall only give exclusive right of occupation of one set of rooms.

10. Whenever the bungalow is occupied, the occupants should ask the watcher to produce the sweeper for doing scavenging service and pay the sweeper at the rates fixed by the Public Works Department in accordance with the local scavenging wages. The fact of having paid the scavenger's wages should be entered in column in the inspection bungalow book by the occupants before they vacate.

On the days on which more than one set of rooms in the bungalow are occupied, the sweeper's daily wages should be paid in equal shares by the occupants.

**Note 1** :—This rule is applicable only to inspection bungalows within municipalities which do not levy scavenging tax and also to those with Panchayat Board limits.

**Note 2** :—The Executive Engineer of the division concerned should enter at the foot of the copy of the rules, hung in the bungalow, the rate of daily wages that should be paid to the sweeper in accordance with the local scavenging wages.

11. Any laxity on the part of the inspection bungalow watcher should be noted in the book that is maintained in the bungalow.

12. A copy of the rules is to be hung in each bungalow, stating the class of the bungalow and whether it is available for use by the general public.

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## APPENDIX VII

### Agreement for Hiring Government Tools and Plant

(Vide Paragraph 340(4) of this Code)

AN AGREEMENT MADE the ..... day of ..... 198 ..... BETWEEN HIS EXCELLENCY THE GOVERNOR OF ANDHRA PRADESH (hereinafter called the Governor which expression shall where the context so admits include his successors in office and assigns) of one part and... (here after called the Hirer which expression shall where the context so admits include his heirs, successors, administrators, legal representatives and assign) of the other part.

WHEREAS the hirer has applied to the Government of A.P. (hereinafter called the Government) for the hire of the tools and plant described in the schedule hereto for use on (here enter the work "Government Works" or "non-Government Works" or "Work of the Municipality" or "Work of the Zilla Parishad", as the case may be) (and has deposited with the Government the sum of Rs..... as security for due performance and observance of the terms, conditions and stipulations herein contained).

NOW IT IS HEREBY AGREED as follows:

1. The Government shall let to the hirer and the hirer shall take and hire from the Government from the date hereof the tools and plant which are specified in the schedule hereto and which are hereinafter called the said tools and plant for the period months ..... from this day ..... (days or not exceeding one calendar month)

2. The Hirer shall pay in cash to the Government an advance on the ..... day of each month (the 1st of such ..... payments to be in arrears on the day of each month (the last of such payments to be made)

Payment to be ..... made on the day following the last day of the hiring).

As rent for the hire of the said tools and plant at the rate of Rs ..... for each complete month and at the rate of Rs ..... per diem for a fraction of a month subject to the maximum of the monthly rent, during continuance of the hiring which will be from the time the said tools and plant leave stores at ..... till they are returned to the said stores.

If after the said tools and plant has been taken charge of by the hirer any alterations or improvements are made at the cost of the Government the Hirer shall pay such enhanced monthly/daily rent as may be fixed by the Executive Engineer of the division concerned or the General Superintendent, Public Works Workshops and Stores, A.P., under the rules with reference to the enhanced value of the said tools and plant.

**Note** :—If the hire is for a period less than one month, then for the portion of the above clause relating to the day of payment, the following should be entered:

In advance on ..... day of ..... 197 .....

In arrears on ..... day following the last day of hiring.

3. The Hirer shall not use the said tools and plant on any non-Government works.

**Note** :—Strike out this clause if the tools and plant are issued on hire to Municipalities and Zilla Parishads, Panchayat Sainithis, Panchayats for use on works of those bodies or to contractors specify for use on non-Government works.

4. The Hirer shall keep the said tools and plant in good order and condition and make good all damage (fair wear and tear being excepted) whether by accident or fire or otherwise, and shall at the determination of the period of hiring pay to the Government the cost of replacing or repairing such of the said tools and plant or parts thereof as may be broken missing or specially damaged or lost during the continuance of the hiring as explained in clause 2, supra. The cost of repairing damages will be that actually incurred for the purpose by the Workshops at.... including the usual indirect and centage charge, while the cost of replacement will be either the original book value of the current market value, whichever is higher.

It shall be lawful for the Government to reimburse the cost of replacing or repairing as aforesaid from and out of the said deposit and the balance thereof shall be returnable to the Hirer on the due fulfilment of the terms of this agreement.

5. All repairs due to fair wear and tear during the [first two years of] the period of hire shall be borne by the Government [and thereafter by the Hirer]. The decision of the Executive Engineer of the division concerned or the General Superintendent, Public Works Workshops and Stores, A.P., for the time being shall be final as to what repairs should be borne by the Government.

[Strike out the word in brackets in cases where the period of hire is two years or less]

6. The Hirer shall bear all charges connected with packing, handling in the stores, conveyance and other incidental expenses in connection with the despatch of the said tools and plant from the stores and return thereto including freight charges, if any, and also erecting and dismantling charges.

If during the period of hire it is found necessary to send the said tools and plant to the Public Works Workshops for repairs, all conveyance and incidental charges to and fro shall be borne by the Hirer.

7. It shall be lawful for officers authorized by the Government at all reasonable times view the state and conditions of the said tools and plant.

8. Officers authorized by the Government may, at any time, by giving seven days' notice in writing to the Hirer, determine this agreement and may on the expiration of the said notice enter upon the premises where the said tools and plant or any of them may then be and remove and carry away the same and the Hirer shall not claim compensation for such action [except the refund of the proportionate rent for the unexpired portion of the period for which rent has already been recovered in advance].

[Strike out the words in brackets, if the hire is paid in arrears]

9. Upon breach by the hirer of any of the stipulations in this agreement, the Government' shall be at liberty without any previous notice to determine this agreement and take possession of the said tools and plant.

10. Upon the determination of this agreement, whether by efflux of time or otherwise, officers authorized by the Government shall be at liberty to enter any house, premises or place where the said tools and plant may have been lodged, remove and carry away the said tools and plant and for that purpose to do all things reasonably necessary for such removal without liability for and damage thereby caused and without prejudice to the rights of the Government in respect of any rent or sums of money accrued or accruing due from the Hirer under this agreement:

Provided that in addition and without prejudice to the other rights and remedies of the Governor, the Government shall be entitled to recover any sums that may from time to time be due and payable by the hirer as if it were an arrear of land revenue.

IN WITNESS whereof acting on behalf of and by the order and direction of His Excellency the Governor of A.P., and the ..... Hirer have hereunto set their hands and seals the day and year first above written.

### SCHEDULE

#### Description of tools and plant hired

Singed, sealed and delivered by the named ..... in the presence of ..... signed, sealed and delivered by the above named in the presence of .....

*Note* :—When tools and plants are hired out to Zilla Parishads, Panchayat Samithis, Panchayats and to contractors carrying out Government work, the portion enclosed within brackets in the preamble to the agreement and also last sub-paragraph of clause 4 of the agreement should be omitted.

### APPENDIX VIII-A

#### Agreement for Deposit Works (Irrigation)

(Vide Paragraph 207(6) of this Code)

I/We ..... of ..... agree to pay into Treasury to the credit of the Executive Engineer, Division, within such period as may be ..... me/us at my/our last known place of abode by the said Executive Engineer the sum of Rs.\* ..... which together with the preliminary deposits of ..... Rs ..... paid by me/us will amount to Rs ..... being the estimated cost of construction/one part of the estimated cost of the construction ..... of a ..... located at ..... and to further pay such amount/proportionate contribution in excess of the said Rs.\*\* ..... as the work after construction may be found to have cost, provided that if the work actually cost less than the said Rs.\* ..... The Savings/A proportion share of the savings on the estimate shall be refunded to us/me. [\*Here enter the actual amount paid, i.e., amount equal to the amount of the estimate minus Rs ..... (Preliminary deposits) \*\*Here enter the amount of estimate]

I/We further agree to the following conditions:

(1) that the execution of the work shall be carried out by the Public Works Department;

(2) that the work on completion becomes the absolute property of the Government of Andhra Pradesh

(3) that the Government do not guarantee to defray the cost of upkeep of the work from public funds and that it is open to Government to remove the work at any time;

(4) that in the event of failure by me/us to further amount—proportionate contribution, in excess of the said Rs as the work after completion may be found to have cost, the amount proportionate contribution so payable may be recovered by the Government as arrears of land revenue.

## **APPENDIX VIII-B**

### **Agreement for Deposit Works (Irrigation)**

**(Vide Paragraph 207(8) of this Code)**

I/We ..... of ..... village in the taluk of the ..... of the ..... district having paid the sum of Rs. 30 (Rupees thirty only) ..... into the ..... Treasury to the credit of the Executive Engineer ..... Division, as a deposit for the preparation of plans and estimates for the work of ..... to be executed at my/our partly at my/our cost do hereby agree as follows:

(1) that, after the preparation of the plans and estimates for the above ..... I/We shall, within a fortnight of notice to do so, from the Sub-divisional Officer, Subdivision, enter into an agreement in the authorized form and abide by the terms of the same;

(2) the failing to comply with the above condition or with the terms of the Agreement to be entered into will entail forfeiture of the said deposit of Rs. 30 (Rupees thirty only) unless the work is dropped owing to the objections of third parties.

(Signature)

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## **APPENDIX IX**

**Deleted**

## **APPENDIX X**

### **Sale Notice for Lease of Grass and Usufruct of Trees, etc.**

Notice is hereby given that the right of ..... in the sources described in the annexed schedule for a period of ..... from ..... will be sold in public auction by the at on the day of ..... at ..... O'clock subject to the conditions hereinafter set forth :

#### **Conditions of sale:**

1. Any person or body intending to bid must deposit a sum of Rs as earnest money with the selling officer on or before the date of sale. Such of the person as have not complied with this condition will not be permitted to bid at the auction.

2. No one will be allowed to bid for another person unless he holds a power- of-attorney from him and produces the same for the inspection of the selling officer when demanded by him.

3. The sale will ordinarily be knocked down to the highest bidder, but the right is reserved to the officer conducting the sale to reject any bid without assigning any reason therefor.

4. The earnest money deposited by unsuccessful bidders will be returned to them at the close of the sale and that of the successful bidder will be treated in the manner laid down in clause 9 below.

5. The sale will not be considered as completed unless it is confirmed by the who reserves the right to refuse to confirm the sale without assigning any reasons therefor.

6. The successful bidder will not be permitted to do any act under the lease until the sale is confirmed by the and until conditions 7 and 8 below are fulfilled.

7. Immediately after a bid is accepted by the Officer conducting the sale, the successful bidder shall deposit on the spot a sum equal to—

(i) 25 percent of the lease amount for one year, if the lease is for a period of more than one year and for a sum exceeding Rs. 100 on the whole, or

(ii) 25 per cent of the total lease amount, if the lease is for one year or less or for a sum not exceeding Rs. 100.

8. (a) In the first case referred to in clause 7, the above successful bidder shall within one week of the date of receipt of the order of confirmation by the competent authority, execute at his own cost an agreement (duly stamped) in annexed Form No. 1. Such successful bidder shall also pay the balance of 75 per cent of the lease amount and the first year within one week of his signing the agreement and the amount due for each of the succeeding years of the lease within the first week of each year.

(b) In the second case, the successful bidder shall pay the balance of 75 per cent of the total lease amount within week of the date of receipt of the order of confirmation by the competent authority. The successful bidder need not, however, execute an agreement as in the first case but the enjoyment of the lease shall be on the terms laid down in the form of agreement applicable to the first case:

Provided, however, that, if the successful bidder is a village panchayat such panchayat shall in all cases and irrespective of the duration of or the rent payable under the lease and within the time limited in sub-clause (a) above execute an agreement (duly stamped) in Form No. 1 annexed hereto with such modifications as may be necessary. Such panchayat shall also within such period execute a supplemental agreement in Form No. 2 annexed hereto. The balance of the lease amount due by the panchayat shall be paid within the period provided in sub-clause (a) or (b) as the case may be.

9. If the lease is for a sum exceeding Rs. 100, the successful bidder all also deposit as security of the due fulfilment of the conditions of the lease a sum equal to 5 per cent of the total lease amount of rate entire period of the lease. The earnest money paid by the successful bidder at the time of the sale will be retained and credited towards this security deposit. If the earnest money is more than the required security deposit the excess will be refunded to the successful bidder, after conditions 7 and 8 have been fulfilled. If, on the other hand, the earnest money is less than the required security deposit, the difference shall be paid by him before his signing the agreement. The security deposit will be refunded to him on the expiry of the full period of the lease if the conditions of the lease have been duly fulfilled:

Provided however, that, if the successful bidder is a village panchayat, no security deposit shall be demand from or paid by such panchayat. The earnest money paid by such panchayat under the provisions of clause I above shall be returned to the panchayat after conditions 7 and 8 have been fulfilled.

10. In the event of failure on the part of the successful bidder to comply with conditions 7, 8 and 9 above or any of them, the sale shall stand cancelled and resale held

and the earnest money and other amounts, if any, already paid will be forfeited. It shall not be incumbent upon the selling officer to give notice of such cancellation or resale to the defaulting bidder. Resales under this condition will be at the risk of the defaulting bidder who will have no claim to the profit, if any, on account of such resale and who, in the event of loss, will be required to make good the difference between the total amount payable by him for the whole period under the terms of the original sale and the total amount payable by the successful bidder at the resale. In the latter case, the forfeited amounts will be deducted from the amount of loss arising from the resale and the balance, if any, with interest at 12 per cent per annum will be recoverable from him as arrears of revenue under the provisions of the Revenue Recovery Act.

11. The conditions mentioned above are intended solely for the benefit of the Government of Andhra Pradesh, with a view to safeguard their interests and so any omission on the part of the officers acting on behalf of the Government to enforce them strictly and indulgence or concession that may be granted to the licensee with or without notice shall not affect the rights of the Government to enforce them (the conditions) against the license and shall not afford the licensee a right to plead such omission, indulgence or concession as a bar to any action that may be brought by the Government in respect thereof.

#### **Agreement Form for Lease of Grass on Government Lands other than Compounds of Government Buildings**

This Indenture made the ..... day of One thousand nine hundred and ..... Between his Excellency the Governor of Andhra Pradesh (hereinafter called the Governor which expression shall where the context so admits include his successors in office and assigns) of the one part and\* ..... son of ..... residing at the village of ..... taluk of ..... in the district of ..... (hereinafter called the licensee which expression shall where the context so admits include his heirs executors and legal representatives) of the other part.

\* If the licensee is a village panchayat, the second party to the indenture should be mentioned as "the Village Panchayat of ..... village in the taluk of ..... in the district of ..... (here in after called the licensee, which expression where the context so admits shall include its successors and assigns) of the other part.

Whereas the ownership of the lands situated in Survey No ..... in the village of ..... in the registration district of ..... and registration sub-district of more particularly described in the schedule thereto vests in Andhra Pradesh State, Government of Andhra Pradesh and Whereas the Governor has agreed to grant a licence and the licensee has agreed to accept the licence hereinafter described on the terms and conditions hereinafter contained \*(And Whereas the licensee has paid the sum of Rs ..... as and for security for the fulfilment and observance by him of the conditions covenants and stipulations contained in these presents).

Now this Indenture Witnesseth as follows:

1. In pursuance of the said agreement and in consideration of the covenants and agreements on the part of the licensee hereinafter contained the Governor both grant unto the licensee the sale and exclusive right to cut all the grass now growing or that many hereafter during the period of this licence grow on all that parcel of land more particularly described in the schedule hereto and delineated and marked on the map or plan hereto annexed and coloured thereon for the term of ..... years from the day of 198 yielding and paying there for yearly the sum of Rs. ....

**II. The Licensee hereby agrees with the Governor:**

(1) to pay to the Government of A.P. (hereinafter called the Government) the sum of Rs ..... the balance due in respect of the first yearly payment on or before the day of ..... 198 .....

(2) to pay the subsequent yearly payments on or before the ..... day of ..... in each year. Provided however that if the Licensee shall fail to pay to the Government the rent and other amounts (if any) payable under these presents on the respective dates on which they are made payable hereunder the licensee shall pay interest at 12 per cent per annum such amounts from the dates on which they were so payable up till the date of payment or recovery;

(3) to permit the agents and the officers and servants of the Government together where necessary with workmen and appliances to enter upon the said lands the subject-matter of this licence and remove therefrom all such quantity of grass as may be required for use by any officer of the Public Works Department or dig and remove therefrom any earth soil and the Licensee shall not be entitled to any compensation in respect of the grass or soil so removed;

(4) to use said lands only for the purposes aforesaid and not for any other purpose;

(5) to permit the officers and servants of the Government with or without workmen or others at all times to enter upon the lands aforesaid to view the condition and state thereof;

[(6) not to assign or underlet the benefits arising under this licence or any part thereof without first obtaining the written consent of];  
[Should be omitted (the subsequent clauses being re-numbered) if the licensee is a village panchayat]

(7) not to allow cattle to graze on the said lands or dig up or allow to be dug up any grass by its roots;

(8) not to obstruct people or cattle from passing along the usual paths on the said lands or any annoyance to same;

(9) not to claim any refund of the money paid under these presents on account of earth being thrown on the banks or berms of pits dug and of materials stacked on the said lands;

(10) to deliver up to the Government at the expiration or sooner determination of the said term of this licence the premises the subject-matter of this licence in all respects in such state and condition as shall be consistent with the due performance of the several covenants herein contained.

**III. The Governor covenants with the Licensee as follows:**

(1) to permit the licensee on his observing and performing the several covenants and stipulations on his part contained to peaceably and quietly hold and enjoy the licence hereby granted during the term hereby created without any lawful interruption from the Government or any person rightfully claiming under or in trust for them;

[(2) to return to the licensee the sum of Rs ..... deposited by the licensee of hereinbefore mentioned or such portion thereof as may be returnable to him on the expiration or sooner determination of the term hereby created].

[Should be omitted if the licensee is a Village Panchayat]

#### IV. It is hereby expressly agreed and declared

(a) that should the licensee fail to pay the annual rent or be guilty of a breach or non-observance of the covenants conditions and stipulations on his part to be observed and performed then and in any such case the Executive Engineer ..... Division, may at any time thereafter in addition to and without prejudice to his other rights and remedies determine this agreement by notice in writing addressed to the licensee and shall be at liberty to sell by public auction or private sale the rights of the licensee under this agreement and be entitled to and retain the whole amount for which the said rights shall be sold. Should, however, the same be less than the amounts payable by the licensee under terms of this agreement for the whole term thereof the Government shall be entitled (to make good the difference from the deposit made by the licensee and to recover any balance that there may be still remaining due from the licensee);

(b) that the annual rent and other amounts payable under this agreement may be recovered by the Government as arrears of Government revenue under the Revenue Recovery Act;

(c) that in the event of the failure by the licensee to fulfil any of the terms of this agreement he shall **\*\***(forfeit the deposit made by him as security and will also) pay the Government any damages occasioned to the Government by reason of any breach of the covenants and conditions herein contained;

**\*\***[If the licensee is a village panchayat, then, for the words within brackets in clause (a) of Paragraph 4, the words "to recover the difference from the licensee" should be substituted; and the words within brackets in clause(c) of the same paragraph should be omitted].

(d) the officers and servants of the Government and any lessee from the Governor or person employed or authorized by such lessee shall have liberty and power to enter into and upon the said lands the subject-matter of the licence and to do such acts and things thereon as the Government on their duly authorized officers may think fit or authorize by without-prejudice to the rights of the licensee under these presents and the licensee shall not claim or be entitled to any compensation or abatement of the rent payable hereunder in respect thereof unless the Superintending Engineer ..... Circle, considers that the same is payable

(e) that any dispute or difference shall at any time hereafter arise between the Government or their officers on the one part and the licensee as to the rights, duties or liabilities of either party in respect of any matter or thing relating to or arising out of these presents or the construction or the meaning of all or any of the provisions herein contained the said dispute or difference shall be referred for settlement to the arbitration of ..... and his decision thereon shall be final.

IN WITNESS WHEREOF ..... acting on behalf of and by the order and direction of His Excellency the Governor of A.P., and the licensee have hereunto set their hands and seals the day and year first written.

The Schedule above referred to ..... SIGNED, sealed and delivered by the ..... in the ..... above named ..... presence of.....

SIGNED, sealed and delivered by  
the above named .....  
in the ..... presence of .....

### Agreement Form for Lease of Grass in the Compounds of Buildings

This Indenture made the ..... day of ..... one thousand and ..... nine hundred and ..... BETWEEN HIS Excellency the Governor of A.P. (hereinafter called the Governor which expression shall where the context so admits include his successors in office and assigns) of the one part and ..... son of ..... residing at ..... the village of ..... taluk of ..... to the district of ..... (hereinafter called the licensee which expression shall where the context so admits include his heirs, executors, administrators and legal representatives) of the other part.

WHEREAS the ownership of the lands situated in Survey No ..... in the village of ..... in the Registration District of ..... and Registration sub-district of ..... more particularly described in the schedule hereto vests in Government of the A.P., and whereas the Governor has agreed to grant a licence and the Licensee has agreed to accept the license hereinafter described on the terms and \*conditions hereinafter contained AND WHEREAS the licensee has paid the sum of Rs ..... and for security for the fulfilment and observance by aim of the conditions covenants and stipulations contained in these presents).

\*[The recital clause within brackets should be omitted if the licensee is a village panchayat]

NOW THIS INDENTURE WITNESSETH as follows:

**I.** In pursuance of the said agreement and in consideration of the covenants and agreements on the part of the Licensee hereinafter contained the Governor doth hereby grant unto the Licensee the sole and exclusive right to cut all the grass not growing or that may hereafter during the period of this licence grow on all that piece or parcel of land more particularly described in the schedule hereto and delineated and marked on the map or plan hereto annexed and coloured ..... thereon for the term of ..... years from the ..... day of ..... 198 ..... yielding and paying there for yearly a sum of Rs .....

**II.** The licensee hereby agrees with the Governor

(1) To pay to the Government of A.P. (hereinafter called the Government) the sum of Rs ..... the balance due in respect of the first yearly payment on or before the .....day of ..... 198 .....

(2) To pay the subsequent yearly payment on or before the ..... day of ..... in each year. Provided however that if the licensee shall fail to pay to the Government the rent and other amounts (if any) payable under these presents on the respective dates on which they are made payable hereunder the Licensee shall pay interest at 12 per cent per annum on such amount from the dates on which they were so payable up till the date of payment of recovery

(3) To permit the agents and the officers and servants of the Government together where necessary with workmen and appliances to enter upon the said lands the subject matter of this licence and to cut and remove there from all such quantity of grass that ..... may be required for use by any officer of the Public Works Department or dig and remove therefrom any earth or soil and the licensee shall not be entitled to any compensation in respect of the grass or soil so removed.

(4) The use of the said lands only for the purpose aforesaid and not for any other purpose.

(5) To permit the officers and servants of the Government with or without workmen or others at all times to enter upon the lands aforesaid to view the condition and state thereof.

(6) To remove grass by moving only and only between the hours of 7 a.m. and 5 p.m. on each day.

(7) Not to remove grass from the garden area or use spaders for scrapping the grass.

(8) Not to allow cattle to graze in the compounds.

(9) Not to assign or underlet the benefits arising under this licence or any part thereof without first obtaining the written consent of.

\*[Clause (9) in paragraph II should be omitted (the subsequent clauses being re-numbered) if the Licensee is a village panachayat]

(10) Not to allow cattle to graze on the said lands or dig up or allow to be dug up any grass by its roots.

(11) Not to obstruct people or cattle from passing along the usual paths on the said lands or cause any annoyance to same.

(12) Not to claim any refund of the money paid under these presents on account of earth being thrown on the banks or berms of pits dug and of materials stacked on the said lands.

(13) To deliver up to the Government for and on behalf of the Governor at the expiration or sooner determination of the said term of this licence the premises the subject- matter of this licence in all respects in such state and condition as shall be consistent with the due performance of the several covenants herein contained.

### III. The Governor covenants with the Licensee as follows—

(1) To permit the Licensee on his observing and performing the several covenants and stipulations on his part contained to peaceably and quietly hold and enjoy the licence hereby granted during the term hereby created without any lawful interruption from the Government or any person rightfully claiming under or in trust for them.

(2) To return to the Licensee the sum of Rs ..... deposited by the Licensee as hereinafter mentioned or such portion thereof as may be returnable to him on the expiration or sooner determination of the term hereby created.

[Clause (2) of paragraph III should be omitted if the licensee is a Village Panchayat]

### IV. It is hereby expressly agreed and declared—

(a) that should the Licensee fail to pay the annual rent or be guilty of a breach of non-observance of the covenants conditions and stipulations on his part to be observed and performed then and in any such case the Executive Engineer, ..... Division, may at any time thereafter in addition to and without prejudice to his other rights and remedies determine this agreement by notice in writing addressed to the Licensee and shall be at liberty to sell by public auction or private sale rights or the Licensee under this agreement and be entitled to and retain the whole amount for which the said right shall be sold. Should however the same be less than the amounts payable by the Licensee under the terms of this agreement for the whole term thereof the Government shall be entitled \*\* (to make good

the difference from the deposit made by the Licensee and to recover any balance that there may be still remaining due from the Licensee);

\*\*[if the Licensee is a Village Panchayat, then, for the words within brackets in Clause (1) of paragraph IV the words “to recover the difference from the Licensee” should be substituted and the words, within brackets in Clause (3) of the same paragraph should be omitted]

(b) that the annual rent and other amounts payable under this agreement may be recovered by the Government as arrears of Government revenue under the Revenue Recovery Act;

(c) that in the event of the failure by the Licensee to fulfill any of the terms of this agreement he shall (forfeit as the deposits made by him as security and will also) pay to the Government any damages occasioned to the Government by reason of any breach of the covenants and conditions herein contained;

[If the licensee is a village panchayat, then, for the words within brackets in clause (1) or paragraph IV the words “to recover the difference from the licensee” should be substituted and the words, within brackets in clause (3) of the same paragraph should be omitted].

(d) the officers and servants of the Government and any lessee from the Governor or person employed or authorized by such lessee shall have liberty and power to enter into and upon the said lands the subject-matter of this licence and to do such acts and things thereon as the Government or their duly authorized officers may think fit or authorize but without prejudice to the rights of the Licensee under these presents and the Licensee shall not claim or be entitled to any compensation or abatement of the rent payable hereunder in respect thereof unless the Superintending Engineer Circle, considers that the sum is payable;

(e) that if any dispute or difference shall at any time hereafter arise between the Government or their officers on the one part and Licensee as to the rights, duties or liabilities of either party in respect of any matter or thing relating to or arising out of these presents or the construction or meaning of all or any of the provisions herein contained the said disputes or difference shall be referred for settlement to the arbitration of ..... and his decision thereon shall be final.

IN WITNESS whereof ..... acting on behalf of and by the order and direction of His Excellency the Governor of A.P., and the Licensee have hereunto set their hands and seals the day and year first written.

This first schedule above referred to .....

Signed, sealed and delivered by  
the above named .....  
in the presence of .....

Signed, sealed and delivered by  
the above named .....  
in the presence of .....

### **Agreement Form for the Lease of Coconut Trees**

AGREEMENT made the ..... day of ..... One thousand nine hundred and BETWEEN HIS EXCELLENCY THE GOVERNOR OF ANDHRA PRADESH (hereinafter called the Governor with expression shall where the context so admits include his successors in office and assigns) of the on part and\* ..... son of ..... residing at the village

of ..... in the district of ..... (hereinafter called the Licensee which expression shall where the context so admits include his heirs, executors, administrators, legal representatives and assigns of the other part.

\*[If the Licensee is a village panchayat, the second part to the indenture should be mentioned as "The Village Panchayat of ..... village ..... in the taluk of ..... in the district of so admits shall include its successors and assigns, of the other part"].

WHEREAS the Licensee was on the ..... day of ..... declared the purchaser at an auction sale held for the purpose of the sole right to enjoy the usufruct of the coconut trees standing on the land described in the schedule hereto (hereinafter referred to as the said trees) for the terms of ..... year at the sum of Rs ..... per year (AND WHEREAS the Licensee has deposited with the Executive Engineer of the Division hereinafter called the Executive Engineer the sum of Rs ..... as security for the due performance by him of the provisions of this agreement). AND WHEREAS one of the conditions of such purchase was what the Licensee should enter into such an agreement as in hereinafter contained.

Now it is hereby agreed and declared as follows

**I.** The Governor hereby grant unto the Licensee the sole and exclusive right to gather, remove, dispose of and otherwise enjoy the usufruct of the coconut trees standing on the piece or parcel of land situated at ..... in the Restriction District of ..... in the Registration sub-district of ..... and more particularly described in the schedule hereto and of which trees the total number is given column 6 of the said schedule for the term of ..... years from the day of ..... paying therefore the annual of Rs .....

**II. The Licensee covenants with the Governor as follows:**

(1) To pay to the Government, A.P., herein called the (Government) the sum of Rs ..... the balance due in respect of the first yearly instalment on or before the ..... day of .....198 .....

(2) To pay the subsequent yearly payment on or before the ..... day of ..... in each year. Provided however that if the licensee shall fail to pay the Government the rent and other amounts (if any) payable under these presents on the irrespective dates on which they are made payable hereunder the Licensee shall pay interest at 12% per annum on such amounts from the dates on which they were so payable up till the date of payment of recovery.

(3) To trim the trees standing on canal and channels banks so as to allow a clear headway of 3 metres above the top of the said banks.

(4) To dig round the bottom of each and every tree, to trim the roots thereof and to manure them with cattle dung or other manure once in every year during the rainy season.

(5) To have the last removal of ripe cocoanuts from any of the said trees made under the supervision of the nearest subordinate of the Public Works Department not below the rank of Lock Superintendent on the Licensee giving previous intimation to such subordinate in writing of his intention so to remove and the date and hour proposed for such purpose.

(6) To preserve the said trees and their foliage in a good state of cultivation and not except as hereinbefore provided permit the same to be cut damaged or injured in any

way howsoever provided however that the Licensee may collect use and otherwise dispose of all leaves that may have become ripe and detached from the said trees.

(7) To permit the agents and the officers and servants of the Government together where necessary with workmen and appliances to enter upon the said lands the subject-matter of this licence, to view the state and condition of the trees and to dig and remove therefrom any earth or soil and the Licensee shall not be entitled to any compensation in respect of the soil so removed.

(8) Not to remove or collect from any of the said trees any tender coconuts during the month preceding the expiry of the term hereby created.

(9) Not to extract toddy from the said trees or any of them and for such purpose tap the same or permit the same to be tapped.

[(10) Not to assign or underlet the benefits arising under this licence or any part thereof without first obtaining the written consent of .....].

[The recital clause within brackets should be omitted of the licensee is a Village Panchayat]

(11) To yield up and hand over the said trees at the determination of the term hereby created in good and proper state of cultivation and order as shall be in compliance in all respects with the covenants hereinbefore contained and the Licensee shall not be entitled to any allowance or compensation for any expenditure he may have incurred in respect of improvements or otherwise during the said term.

### **III. The Governor covenants with the Licensee as follows:**

(1) To permit the Licensee on his observing and performing the several covenants and stipulations on his part contained to peaceably and quietly hold and enjoy the licence hereby granted during the term hereby created without any lawful interruption from the Government or any person rightfully claiming under or in trust for them.

[(2) To return to the Licensee the sum of Rs ..... deposited by the Licensee as hereinbefore mentioned or such portion thereof as may be returnable to him on the expiration or sooner determination of the term hereby created].

[Clause (10) in paragraph II and clause (2) under paragraph III should be omitted (the subsequent clauses being renumbered) if the Licensee is a Village Panchayat]

### **IV. It is hereby expressly agreed and declared:**

(1) That should the Licensee fail to pay the yearly rent or be guilty of a breach or non-observance of the covenants conditions and stipulations on his part to be observed and performed then and in any such case the Executive Engineer may at any time thereafter in addition to and without prejudice to his other rights and remedies determine this agreement by notice in writing addressed to the Licensee and shall be at liberty to sell by public auction or private sale the rights of the Licensee under this agreement and be entitled to and retain the whole amount for which the said rights shall be sold. Should, however, the same be less than the amounts payable by the Licensee under the terms of this agreement for the whole term \*\*thereof the Government shall be entitled \*\* (to make good the difference from the deposit made by the Licensee and to recover any balance that there may be still remaining due from the Licensee);

\*\*[If the licensee is a Village Panchayat, then, for the words within brackets in clause (1) of paragraph IV, the words "to recover the difference from the Licensee" should be substituted and the words within brackets in clause (3) of the same paragraph should be omitted].

(2) that the yearly rent and other amounts payable under this agreement may be recovered by the Government as arrears of Government revenue under the Revenue Recovery Act

(3) that in the event of the failure by the Licensee to fulfil any of the terms of this agreement he shall ~~\*\*~~(forfeit the deposit made by him as security and will also) pay to the Government any damages occasioned to the Govt by reason any breach of the covenants and conditions herein contained

~~\*\*~~[If the licensee is a Village Panchayat, then, for the words within brackets in clause (1) of paragraph IV, the words "to recover the difference from the Licensee" should be substituted and the words within brackets in clause (3) of the same paragraph should be omitted].

(4) that in the event of any of the said tree dying failing to produce fruit or becoming unprofitable or useless during the said period or being cut or otherwise damaged by earth being thrown pits being dug or materials being stacked by the officers and servants of the Government, the Licensee shall not claim or be entitled to any compensation or reduction of rent for such failure or loss but shall continue to pay rent as if the said trees were alive productive and in full vigour nor shall the licensee be entitled to any compensation or reduction in the rent payable by him by reason of the number of such trees being reduced by tempest floods storm or otherwise however;

(5) that in the event of any of the said trees being cut down, damaged or injured by the Licensee or his servants or workmen during the said term he shall pay to the Government and the Government shall be entitled to receive such compensation therefor as the case may deem reasonable of which he shall be the sole judge

(6) that in the event of the Excise department granting permission during the currency of this agreement to any toddy shop renter for tapping toddy from any of the trees included in this agreement after the prior consent of the Public Works Department authorities has been obtained, such trees will be excluded from the scope of this agreement for the period of the toddy tapping licence if that period falls within the period of this agreement or for the unexpired period of this agreement if that period extends beyond the date of the expiry of this agreement. And the lease amounts payable by the licensee for such period shall be reduced by an amount calculated on the basis of the ratio which the number of trees to be excluded bears to the total number of trees leased under this agreement;

(7) the officers and servants of the Government and any lessee from the Governor of Andhra Pradesh or person employed or authorized by such lessee shall have liberty and power to enter into and upon the said lands the subject-matter of this licence and to do such acts and things thereon as the Government or their duly authorized officers may think fit or authorize but without prejudice to the rights of the Licensee under these presents and the Licensee shall not claim or be entitled to any compensation or abatement of the rent payable hereunder in respect thereof unless the Superintending Engineer, Circle, considers that the same is payable;

(8) that if any dispute or difference shall, at any time hereafter arise between the Government or their officers on the one part and the Licensee as to the rights and duties or liabilities of either party in respect of any matter or thing relating to or arising out of these presents or the construction or meaning of all or any of the provisions herein contained the said dispute or difference shall be referred for settlement to the arbitration of and his decision thereon shall be final.

IN WITNESS WHERE OF acting on behalf of and by the order and direction of His Excellency, the Governor of Andhra Pradesh and the Licensee have hereunto set their hands and seals the day and year first written.

The schedule above referred to—

Name, if any of the properly	Survey No. and extent	Taluk in which situated	Village in which situated	Boundaries	Number of trees
(1)	(2)	(3)	(4)	(5)	(6)

Signed, sealed and delivered by the  
above named in the presence of .....

Signed, sealed and delivered by the  
above named in the presence of .....

#### **Agreement Form of the lease of Palmyra, Punga and other Fruit bearing Trees**

AGREEMENT made the ..... day of ..... one thousand nine hundred and ..... BETWEEN HIS EXCELLENCY THE GOVERNOR OF ANDHRA PRADESH (hereinafter called the Governor which expression shall where the context so admits include his successors in office and assigns) of the one part and \* ..... son of ..... residing at the ..... village of ..... in the taluk of ..... in the district of ..... (hereinafter called the Licensee which expression shall where the context so admits include his heirs ..... executors, administrators, legal representatives and assigns) of the other part. \* [If the licensee is Village Panchayat, the second party to indeture should be mentioned as “The Village Panchayat of ..... Village in the taluk of ..... in the district of ..... (hereinafter called the licensee, which expression where the context so admits shall include its successors and assigns) of the other part”].

WHEREAS the Licensee was on the ..... day of ..... declared the purchaser at an auction sale held for the purpose of the sole right to enjoy the usufruct of the ..... trees standing on the land described in the schedule hereto (hereinafter referred to as the said trees) for the term of ..... years at the sum of Rs ..... per year \*(AND WHEREAS the licensee has deposited with the Executive Engineer of the ..... Division (hereinafter called the Executive Engineer) the sum of Rs ..... as security for the due performance by him of the provisions of this agreement) and whereas one of the conditions of such purchase was that the license should enter into such an agreement as is hereinafter contained.

NOW IT IS HEREBY AGREED AND DECLARED as follows:

**I.** The Governor hereby grants unto the Licensee the sole and exclusive right to gather, remove, dispose of and otherwise enjoy the usufruct of the trees standing on the piece or parcel of land situated at ..... in the Registration district of ..... in the Registration of ..... sub-district and of more particularly described in the schedule hereto and which trees the total number is given in column 6 of the said schedule for the term of ..... years from the ..... day of ..... yielding and paying therefor the annual rent of Rs .....

**H. The licensee covenants with the Governor as follows:**

(1) To pay to the Government of Andhra Pradesh hereinafter called the Government the sum of Rs ..... the balance due in respect of the first yearly payment on or before the ..... day of 198 .....

(2) to pay the subsequent yearly payment on or before the ..... day of ..... in each year. Provided, however, that if the Licensee shall fail to the Government the rent and other amounts (if any) payable under these presents on the respective dates on which they are made payable hereunder the Licensee shall pay interest at 12 percent per annum on such amounts from the dates on which they were so payable up till the date of payment or recovery.

(3) To use the said lands the subject-matter of this licensee only for the purposes aforesaid and not for any other purpose.

(4) To preserve the said trees and their foliage in a good state of cultivation and not permit the same to be cut, damaged or injured in any way however provided however that the licensee may collect use and other wise dispose of all leaves that may have become ripe and detached from the said trees.

(5) To permit the agents and the officers and servants of the Government together where necessary with workmen and appliances to enter upon the said lands the subject-matter of this licence, to view the state and condition of the trees and dig and remove there from any earth or soil and the Licensee shall not be entitled to any compensation in respect of the soil so removed.

(6) Not to tap Palmyra and other toddy yielding trees for toddy nor to assign the licence herein contained to any person save with the consent in the writing of the Executive Engineer.

[(7) Not to assign or underlet the benefits arising under this licence or any part thereof without first obtaining the written consent].

[Clause (7) in paragraph II should be omitted (the subsequent clauses being renumbered) if the licensee is a Village Panchayat]

[(8) (a) Notwithstanding anything hereinbefore contained the Licensee shall be entitled from time to time to cut, remove and dispose of leaves from the palmyra trees the subject-matter of the licence provided, however, that there shall be left on each such tree at any one time leaves not less than eight in number.

(b) To permit the agents and the officers and servants of the Government together where necessary with workmen and appliance to enter upon this said land the subject-matter of this licence and cut and remove from the trees thereon all such number of palmyra leaves as may be required for use by the Public Works Department of the Government and in respect of the leaves so cut and removed the Licensee shall be entitled to compensation at the rate of Rs ..... per thousand leaves and so in proportion for any smaller number of leaves.

(c) Not to cut more than once twigs of greater size than half an inch diameter].

\*\*[In the case of palmyra trees, clause (8)(c) above of paragraph II will be deleted. In the case of panga tree, clauses (8)(a) and (b) of paragraph II will be deleted. In the case of ordinary fruit trees, clauses (8)(a), (8)(b) and (8Xc) of paragraph II will be deleted].

(9) To yield up and hand over the said trees at the determination of the term hereby created in a good and proper state of cultivation and order as shall be in compliance in all respects, with the covenants hereinbefore contained and the Licensee shall not be entitled to any allowance or compensation for any expenditure he may have incurred in respect of improvements or otherwise during the said term.

### **III. The Government covenants with the Licensee as follows:**

(1) To permit the licensee on his observing and performing the several covenants and stipulations on his part contained to peaceably and quietly hold and enjoy the licence hereby granted during the term hereby created without any lawful interruption from the Government of any person rightfully claiming under or in trust for them.

[(2) To return to the Licensee the sum of Rs ..... deposited by the Licensee as hereinbefore mentioned or such portion thereof as may be returnable to him on the expiration or sooner determination of the term hereby created].

[Clause (2) of paragraph III should be omitted, the subsequent clause being re-numbered if the licensee is a Village Panchayat]

### **IV. It is hereby expressly agreed and declared:**

(1) that should the Licensee fail to pay the yearly rent or be guilty of a breach or non-observance of the covenants conditions and stipulations on his part to be observed and performed then and in any such case the Executive Engineer may at any time thereafter in addition to and without prejudice to his other rights and remedies determine this agreement by notice in writing addressed to the Licensee and shall be at liberty to sell by public auction or private sale the rights of the Licensee under this agreement and be entitled to and retain the whole amount for which the said rights shall be sold. Should however the same be less than the amount payable by the Licensee under the terms of this agreement for the whole term thereof the Government shall be entitled \* [to make good the difference from the deposit made by the Licensee and to recover any balance that there may be still remaining due from the Licensee];

\*[If the Licensee is the Village Panchayat, then for the words within brackets in clause (I) of paragraph IV, the words "to recover the difference from the licensee" should be substituted and the words within brackets in Clause (3) of the same paragraph should be omitted].

(2) that the yearly rent and other amounts payable under this agreement may be recovered by the Government as arrears of Government revenue under the Revenue Recovery Act;

(3) that in the event of the failure by the Licensee to fulfil any of the terms of this agreement he shall \*\*[forfeit, the deposit made by him as security and will also pay to the Government any damages occasioned to the Government by reason of any breach of the covenant and conditions herein contained];

‘[If the Licensee is the Village Panchayat, then for the words within brackets in clause (I) of paragraph IV, the words "to recover the difference from the licensee" should be substituted and the words within brackets in Clause (3) of the same paragraph should be omitted].

(4) that in the event of any of the said trees dying, failing to produce fruit or becoming unprofitable or useless during the period or being cut or otherwise damaged by earth being thrown, pit being dug or materials being stacked by the officers or servants of the Government, the Licensee shall not claim or be entitled to any compensation or reduction of rent for such failure or loss but shall continue to pay rent as if the said trees

were alive productive and in full vigour not shall be the Licensee be entitled to any compensation or reduction in the rent payable by him by reason of the number of such trees being reduced by tempest floods storm or otherwise howsoever;

(5) that in the event of any of the said trees, its branches or leaves being cut down, damaged or injured by the Licensee, his servants or workmen during the said term he shall pay to the Government and the Government shall be entitled to receive such compensation therefor as the case may deem reasonable of which he shall be the sole judge;

(6) that in the event of the Excise Department granting permission during the currency of this agreement to any toddy shop rented for tapping toddy from any of the trees included in this agreement, after obtaining the prior consent of the Public Works Department authorities such trees will be excluded from the scope of this agreement for the period of the toddy tapping licence if that period falls within the period of this agreement or for the unexpired period of this agreement if that period extends beyond the date of the expiry of this agreement. And the lease amounts payable by the Licensee for such period shall be reduced by an amount calculated on this basis of the ratio which the number of trees to be excluded bears to the total number of trees leased under this agreement;

(7) the officers and servants of the Government and any lessee from the Governor or person employed or authorized by such lessee shall have liberty and power to enter and upon the said lands the subject matter of this licence and to do such acts and things thereon as the Government or their duly authorized officers may think fit or authorized but without prejudice to the rights of the Licensee under these presents and the Licensee shall not claim or be entitled to any compensation or abatement of the rent payable hereunder in respect thereof unless the Superintending Engineer ..... Circle, consider that the same is payable;

(8) that if any dispute to difference shall at any time hereafter arise between the Government or their officers on the one part and the Licensee as to the rights, duties or liabilities of either part, in respect of any matter or thing relating to or arising out of these presents or the construction or meaning of all or any of the provisions, herein contained the said dispute or difference shall be referred for settlement to the arbitration of ..... and his decision thereon shall be final.

IN WITNESS where of ..... acting on behalf or by the order and direction of his Excellency the Governor of Andhra Pradesh, and the Licensee have hereunto set their hands and seals the day and year first written.

SIGNED, sealed and delivered by the above named in the presence of .....

SIGNED, sealed and delivered by the above named in the presence of .....

—————

**Agreement Form for the Lease of the right to Plant and maintain  
Coconut Trees on the Banks of Irrigation Works  
(For adoption with necessary Modifications, if any)**

AGREEMENT made the..... day of ..... one thousand nine hundred and  
BETWEEN HIS EXCELLENCY THE GOVERNOR OF ANDHRA PRADESH  
(hereinafter called the Governor which expression shall where the context so admits  
include his successors in the office and assigns) of the one part and ..... s/o ..... in  
the District

hereinafter called the Licensee (which expression shall where the context so admits include his heirs, executors, administrators, and legal representatives) of the other part.

(1) The Licensee will within six months from the date thereof plant in such places as the Executive Engineers from the time being in charge of ..... the division (hereinafter called the Executive Engineer) may from time to time approve on the ..... slopes of the bank on the ..... side of the ..... channel between the ..... Kilometer ..... Hectometer and Kilometer ..... Hectometer ..... coconut trees in manner hereinafter provided.

(2) The trees shall be planted at a minimum distance apart of 6 metres and so as not to interfere with the passing along the bank by the Inspecting Officers of the Public Works Department and no tree shall be planted with 30 metres of any masonry work connected with the said channel.

(3) The Licensee will maintain such trees and will replace any trees that may die within the period of two years from the date hereof by others so that at the expiration of such period of two years after which no fresh trees shall be replanted the full number of trees shall be growing on the said bank.

(4) All trees so planted shall be the property of Government of Andhra Pradesh, and tree that shall be or become barren or die shall be reported by the Licensee to the Executive Engineer for the purpose of removal under the orders of the latter.

(5) The Licensee shall cultivate and maintain such trees so as to bring same into bearing at the usual period and as from the date of any commencing to rear fruit, the Licensee shall pay to the Executive Engineer, in the month of February of each year in advance, the sum of Rs ..... by way of tree tax for each such tree, failing which the tax due and payable to Government shall be recovered as if it were an arrear of land revenue. Licensee have hereunto set their hands and seals the day and year first written.

(6) The Licensee shall be entitled in every year so long as the trees or any of them bear fruit, but subject to termination as hereinafter mentioned, to gather and remove the produce (i.e., the coconuts and leaves) of any tree in respect of which he may have paid such tree tax but the Licensee shall not be entitled to tap any tree for toddy nor shall the Licensee assign the licence herein contained to any person save with the consent in writing of the Executive Engineer.

(7) In the event of the Excise department granting permission during the currency of this agreement to any toddy shop renter, for tapping toddy from any of the trees included in this agreement, after obtaining the prior consent of the Public Works Department authorities, such trees will be excluded from the scope of this agreement for the period of the toddy tapping Licence if that period falls within the period of this agreement or for the unexpired period of this agreement if that period extends beyond the date of the expiry of this agreement and the lease amounts payable by the Licensee for such periods shall be reduced by an amount calculated on the basis of the ratio which the number of trees to be excluded bears to the total number of trees leased under this agreement.

(8) The Licensee will indemnify the Government of Andhra Pradesh (hereinafter called the Government) in respect of any damage that may be caused to the said channel banks by reason of the planting maintenance or gathering the produce of the said trees or any of them and will on demand pay to the Executive Engineer the cost of all repairs 'r works required for the said banks by reason of the exercise of any rights under the terms hereof.

(9) If the opinion of the Superintending Engineer Circle, for the time being hereinafter referred to as the Superintending Engineer, it is desirable, that all or any of the said trees shall at any time at times hereafter be cut down such trees may after the expiry of one week from the service on the Licensee of notice of the intention to remove same be cut down and removed according to the directions of the Executive Engineer and the Licensee shall not be entitled to compensation in respect of the removal of all or any of such trees.

(10) In the event of the breach by the Licensee of any of the provisions of the agreement the Executive Engineer ..... may be notice in writing address to the Licensee at his last known place of abode cancel this agreement and on the expiry of seven days from the date of such notice, this agreement shall stand cancelled and all the provisions hereof shall cease and determine and the Licensee shall forthwith hand over to the Executive Engineer, ..... for and on behalf of the Government the land in his occupation together with the trees thereon in good condition and the Licensee shall not be entitled to any compensation in respect of such cancellation of this licence or to a refund of all or any portion of the tree-tax already paid by him

(11) In the event of any difference or dispute arising as to the meaning of any of the terms thereof or the breach by the Licensee of any of the condition herein contained or as to any matters arising in connection herewith such difference or dispute shall be referred to the Superintending Engineer whose decision thereon shall be final, and conclusive and altogether binding on the parties hereto.

(12) Nothing herein shall amount to or be construed as a demise or agreement to make a demise of or creating any interest in the land forming the said channel bank or any part thereof.

IN WITNESS whereof ..... the Superintending Engineer of the ..... Circle acting on behalf of and by the order and direction of His Excellency the Governor of A.P., and the Licensee have hereunto set their respective hands, the day and year first above written.

SIGNED by the above named in the presence of .....

SIGNED by the above named in the presence of .....



**Form of Supplemental Agreement to be executed in the case of Lease or Grass and of Fruit Trees to Village Panchayats**

AGREEMENT made the ..... day of ..... one thousand nine hundred and ..... BETWEEN HIS EXCELLENCY THE GOVERNOR OF ANDHRA PRADESH (hereinafter called the Lessor which expression shall where the context so admits include his successors in office and assigns) of the one part and THE VILLAGE PANCHAYAT ..... village in the taluk of ..... in the district of ..... (hereinafter called the Lessee which expression shall where the context so admits include its successors and assigns) of the other part and supplemental to an agreement of lease, dated the ..... day of ..... 19 ..... and made between the same parties as hereto (hereinafter referred to as the principal indenture)

WITNESSETH:

THAT the Lessor hereby gives and grants full and free consent and licence unto the Lessee to demise or underlet the rights, privileges and benefits comprised in the principle INDENTURE.

PROVIDED ALWAYS that such demise or underlease shall contain nothing which may prejudice or affect any of the covenants, conditions or provisions contained in the principle indenture and on the part of the lessee to be observed and performed and that the consent and licence hereby given in upon the express condition that the demise or underlease to be made under or by virtue thereof shall contain a covenant by the underlease that such Lessee will not assign or underlet without the previous consent in writing of the Lessor and also provision for re-entry and termination of the underlease or grant in case the underlessee shall admit any breach of such covenant.

AND THE LESSEE hereby covenants with the Lessor that the Lessee will not without previous consent or licence in writing of the Lessor release or waive the said covenant against assigning, underletting or otherwise parting with the possession of the premises to be comprised in the said demise or underlease or any part thereof but will in case of any breach of such covenant forthwith re-enter upon the same premises under the provision in that behalf to be contained in the said demise, or underlease as hereinbefore provided unless the Lessor shall otherwise contract in writing.

PROVIDED ALWAYS that the provision for re-entry by the Lessor contained in the principle indenture shall extend to and exercisable in case of any breach by the Lessee of the covenants hereinbefore contained as well as the breach of any of the covenants contained in the principle indenture and on the part of the Lessee to be observed and performed AND that if any damage is caused by the underlessee to the said lands the assessed value of such damage shall be paid by the Lessee.

IN WITNESS whereof ..... Sub-divisional Officer, Public Works Department ..... Sub-division ..... Division acting on behalf of and by the order and direction of His Excellency the Governor, A.P. and the ..... acting for and on behalf of the lessee have hereunto set their respective hands and seals the day and year first above written.

SIGNED, sealed and delivered by the above named ..... in the presence of .....

SIGNED, sealed and delivered by the above named ..... in the presence of .....

SIGNED, sealed and delivered by the above named ..... in the presence of .....

## RULES

### **Rules relating to the lease of grass, usufruct of trees, etc., on Public Works Department canal, channel, drain, porambokes, etc.**

**1-A.** Concession to village panchayats :—(i)(a) Executive Engineers are authorized to grant to village panchayats constituted under the A.P.Z.P. Act, the lease of grass, usufruct of trees, etc., on Public Works Department canal, channel, drain and tank parambokes and flood banks, subject to the conditions mentioned below. Panchayats shall be preferred even if there are higher bids from other persons or bodies.

(1) The panchayats shall pay annually to the Government a sum equal to the average annual revenue realized during the preceding five years.

(2) The panchayats shall conform to the usual conditions imposed on individual lessees. The Executive Engineer concerned shall have the power to cancel the lease of grass, etc., flood banks, if, in his opinion, any damage is caused and the panchayat is responsible for it.

(b) Executive Engineers shall furnish to the panchayats a list of all leases which are open to the panchayats in their respective village limits in the form annexed to this appendix, shall add to the list new items of lease, if any, as and when they arise and intimate the addition to the panchayats so that the panchayats may take up the lease, if they so desire and remit the lease amount by the date fixed in each case. The areas included in the lease may not necessarily cover all the Public Works Department lands in panchayat limits and the areas not mentioned in the schedule or specifically excluded shall not be included in the lease. They will be usually of the nature of lock, inspection bungalows or office compound or of quarters of establishment. The panchayats should also be told that unless they offer to take up the lease by the date specified for the renewal of the respective leases and remit the lease amounts by that date, it will be assumed that the panchayats do not wish to take up the lease and action will be taken accordingly.

(ii) The panchayats will be allowed to appropriate the income from withered and windfallen trees on canal and drain porambokes (included in the areas leased) the right to cut grass and to enjoy the usufruct of trees on land which has been leased to them. Before such trees are removed by the panchayats the prior approval of the Sub-divisional Officer should invariably be obtained. Trees wilfully damaged will not be included in this concession.

**Note :—**Agreements shall be entered into with panchayats in the form prescribed in Appendix 'X' of the A.P. Public Works Department Code both principal and supplemental subject to the following modifications

(a) Where, under Paragraph 346 of the A.P. Public Works Department Code, the principal agreement is not in the prescribed form (Appendix 'X') the supplemental agreement shall, with the assistance of the local Government Pleader, be suitably modified so as to indicate that the principal agreement is not in the prescribed form.

(b) Where the principal agreement is for a lease amount of Rs. 50 and less, the President of the Panchayat shall be required to execute supplemental agreement which shall be modified by omitting the words "and ..... a member" in the concluding portion of the supplemental form of agreement.

(c) Where the principal agreement is for a lease amount of more than Rs.20 the officer empowered to approve such agreements should execute the supplementary agreement. This can be done by scoring out the words "Sub-divisional Officer ..... Sub-division" and entering "Executive Engineer" "Superintending Engineer" as the case may be in concluding portion of the supplemental form of agreement.

**1-B. Concession to societies of communities eligible for help by Labour Department :—**(1)(a) If the panchayats do not want the lease or do not remit the lease amounts by the rates prescribed, the lease shall be granted to societies of communities eligible for help from the Labour Department in the order of preference given below, subject to the payment of the average rental for the preceding five years. Even in cases where a larger amount than the average rental may be realized by auction, the lease should be granted to the said societies.

(1) If there is a registered co-operative Society of the Village in which the property is situated, the lease shall be granted to that society in preference to any other society.

(2) If there is no registered co-operative society, the lease may be granted to any other registered society of the village, and, in its absence, to an unregistered society of the village.

(3) If there are more than one registered co-operative society, or registered (under Act XX of 1860) or unregistered society, the lease shall be auctioned among the competing societies of each class of the particular village in which the property is situated, the order of preference being as indicated above.

**Note** :—(1) Executive Engineers may, in their discretion, grant the lease to societies, outside the boundaries of a village in which the property to be leased lies, if there is no society in the village or the society of the village does not apply for the lease.

(2) Executive Engineers are authorized to grant without auction lease of the right to cut grass in lankas and river margins to societies of communities eligible for help from the Labour Department subject to the conditions mentioned in Rule (I) above.

**Exception** :—Trees on the beds of tanks in charge of Public Works Department (including those for the maintenance of which a special staff of watchman etc., is employed by the Public Works Department) are under the control of the Revenue Department and the Collector should arrange for the disposal of the produce of such trees.

### ANNEXURE

#### Form referred to in Rule 1-A (i)(b)

Name of the Village Panchayat	Description of property to be leased to entirely within the limits of the panchayat board concerned	Date from which property is available for lease and period of lease	Date by which intimation of willingness to take up lease or the contrary should be given to the Executive Engineer	Last date by which lease amount should be paid	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)

**APPENDIX XI**

**Procedure to be followed in the case of Emergent Works**

**(Vide Paragraph 17 of this Code)**

Subject to clause 4 below, where an emergent work is done through a contractor or a piece-worker, a piece-work agreement should be entered into with him by the office on the spot before work starts. This form of agreement is particularly suitable, as it is terminable in case the higher authorities, who are competent to sanction the proper agreement in the standard form in the particular case, disapprove of any of the terms. When the circumstances are so emergent that even a piece-work agreement cannot be signed, it will be sufficient to have a written order for the work signed by both the piece-worker or the contractor and the office on the spot as indicated in clauses 2 and 3 below.

2. If the local Public Works Department official is unable to leave the spot to enroll labour, he will probably have to engage it through a contractor or piece-worker vide paragraph 292, A.P. Public Works Account Code. In such a case written work order, which need not necessarily be on the printed form, should be signed on the lines indicated below:

**Breach at kilometer, Main canal**

Agreement to supply daily so long as the sub-divisional officer or his duly authorized representative may require .....

100 men (working 9 hours a day) at ..... Rupees a day.

40 women (working 9 hours a day) at ..... Rupees a day.

**N.B.** :—Tools will be supplied departmentally. Contractor’s profit at 10 per cent on cost of labour.

(Signed) A.B.  
*P. W. Officer.*

(Signed) C.D.  
*Contractor.*

Date:

3. When the emergent work is to be carried out by a piece-worker or a contractor and not departmentally by labour engaged through a manuscript work order should be signed in the first instance as indicated below:

**Breach at Kilometer, Main Canal**

Agreements to carry on the work at the following rates until terminated by the Sub- divisional Officer or his duly authorized representative .....

	<b>Per one Cub. M.</b>
Earthwork—Closing breach including breaking clods and ramming in 22mm layers, initial rate	_____
Extra lift (average 3 Metres)	_____
Extra Lead (average 30 Metres)	_____
Total:	_____

(Signed) A.B.  
*P. W. Officer.*

(Signed) C.D.  
*Contractor.*

Date:

These work orders may be written in a note-book or any available sheet of paper, but should no paper be available at the moment, the work may be started without it, but the order should be signed as soon as paper can be procured.

4. The object of these rules is to explain in what manner local officers and subordinates should meet their responsibilities in emergent cases under paragraph 173. It is however most important that the first agreement shall not commit Government to any expenditure beyond what has to be incurred in an emergency at the discretion of the local officer and it is for this reason that the first agreement shall be only of the nature of a piecework agreement. Ordinarily, such agreements should be signed only by officers not below the rank of a Sub-divisional Officer, as those below that rank have no powers to sanction any works and cannot consequently accept agreement, but in works of exceptional emergency, a subordinate officer may give a work order when, for example, the Sub-divisional Officer is absent. Such action should, however, be reported as soon as practicable to the Sub-divisional Officer or other senior officer, if possible by telegraph.

5. When the steps as indicated in the above paragraphs have been taken to meet the emergency and the work has been started, there should be no avoidable delay in preparing a proper estimate and an agreement in the standard form and in obtaining the sanction of the competent authority. The rates agreed to in the emergency in accordance with the procedure indicated in the above paragraphs cannot be revised by a higher authority for the portion of the work already done. There should be also no avoidable delay in liquidating a liability already incurred vide sub-paragraph to paragraph 30-B of Andhra Pradesh Financial and Account Code, Volume I, and paragraph 363 of the Andhra Pradesh Public Works Account Code.

6. In cases of real emergency and subject to the foregoing provisions, officers are empowered to pay such higher rates, as compared with normal rates, as may be found absolutely necessary. Care should however, be taken to see that the emergency rates are suitable to the circumstances and are not higher than are really necessary to get the emergent work done.

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## APPENDIX XII

### **Sanitation of Camps and Mazdoors lines, measures to be adopted for preserving the health of the workers**

The essential requirements for the maintenance of the health of workers are housing and ventilation, food, water and conservancy.

**2. Housing and Ventilation** :—In the first place, the selection of a suitable site is of the greatest importance. This should always be done in consultation with the Director of Public Health. High and dry ground having a natural slope is the ideal site for houses and ought to be chosen wherever possible. The neighbourhood of jungle, rank grass or vegetation and places, having a high sub-soil water level should particularly be avoided as they are likely to be malarious. When naturally high and dry ground cannot be procured, special attention should be paid to surface drainage, and, if necessary, to the sub-soil drainage of the site.

After the site is selected, the lay out should be prepared in consultation with the Director of Public Health. Roads and house-plots should be carefully marked out. Main roads should have maximum width of 7.5 metres at intervals of every 100 metres secondary roads have a minimum width of 6 metres should be provided. The object of providing main and secondary roads is to secure free perflation of air. Stagnation of water should be prevented by providing drains of proper gradient on the sides of the roads. There waste water including sullage and sewage should be disposed of properly as, for example by irrigation on suitable land and then discharging the effluent, if any, into a water course not used for drinking purposes.

Huts can easily be constructed at small expenses in most parts of the country and will be sufficient for the accommodation of the workers. They should be constructed in regular lines facing the main and secondary roads. Back-to-back huts must never be permitted. It is very important that there should be no over-crowding. As in large works of permanent or semi-permanent nature, the work people usually migrate with their families, the huts should be of a sufficient size for the occupation of a family. Ordinarily a hut should consist of a room not less than 3.5 M x 3 M with a front and rear veranda having a minimum width of 1.5 meter the eaves being not less than 1.5 meter from the level of the basement. A portion of the back veranda may be partly enclosed by a honey-combed wall in order that it might be used as a kitchen. The main room should be provided with two windows not less than 1.0 x 0.75 M each. It would be advantageous to have one or two cup boards in the walls for keeping articles of r00d. This will also help to keep the huts free from rats. In camps which are expected to be occupied for a considerable period, the structural details can be improved. Every possible care should be taken to see that the huts are kept clean and in proper order.

**3. Food** :—In most parts of the presidency, no difficulty will be experienced in getting a sufficient supply of good food. No special arrangements need be made in the case of camps where workers can obtain their food supplies without difficulty from a neighbouring market, Where no such facilities exist, it is necessary to establish a bazar and to provide for the sale of wholesome food in sufficient quantity. Besides the ordinary articles of diet such as rice, dhall, oil, condiments, etc., a sufficient variety of other food stuffs such as meat, fish, eggs, milk and fresh vegetable should be available.

4. **Water** :—The provision of a good and pure drinking water-supply is of the utmost importance in maintaining the health of the work people. All proposals and plans relating to drinking water supplies should be submitted to the Director of Public Health and the works started only after his approval is obtained.

The best sources of drinking water-supply are deep wells. Failing these, tube-wells are next best. Shallow wells, tanks and rivers are dangerous sources on account of their liability to pollution and should as far as possible be avoided.

The sites for sinking of wells should be selected with care. They should be kept free from any chance of contamination by sewage or other filth. The natural slope of the ground will assist in determining the sites for wells.

The sites having been chosen, the question whether the construction of a deep-well, a tube-well or a shallow well is feasible and whether the soil yields portable water, should be decided by a preliminary inspection of existing wells in the locality or by boring operations:

Provided conditions are favorable, preference should always be given to deep-wells. If this is not possible, tube-wells should be sunk. Only when conditions for the sinking of deep wells or tube-wells are unfavourable should shallow wells be constructed. If on account of the saline nature of the soil, wells yielding fresh water cannot be constructed, tanks and rivers should be resorted to as the last alternative. Bathing or washing should be completely prohibited in the case of tanks set apart for drinking purposes. Where river water has to be used, tube-wells sunk in the banks are often successful. It must be recognized that river water is always polluted water and before using it some method of purification is essential.

Wells, deep or shallow, should always be lined with masonry or cut stone, and the inner surface of the lining should be impervious. The wells should have a parapet wall of not less than 1 meter in height and have a masonry cemented platform to a minimum width of 2 metres all round. Suitable drains with proper gradient for the disposal of waste should be provided, the spill water being disposed of in a garden laid out for the purpose in the neighbourhood of the well or in filter trenches situated at a distance of not less than 30 metres from the well. Bathing or washing should not be allowed in or near any drinking water well. A separate well may, if necessary, be provided for these purposes. In the case of tube wells, platforms and drains are also necessary. Directions given for the prevention of the bathing and washing equally apply to tube-wells.

The best methods of distributing drinking water from wells, tanks and rivers is to raise the water by means of pump driven by an oil engine, gas engine, steam engine or electric motor, as may be most convenient to a high level reservoir or iron tank of sufficient size from which pipes with delivery taps can be laid to all parts of the camp. These arrangements should be adopted especially in the case of large camps. The next best alternative for obtaining water from these sources is by means of hand pumps or water elevators similar to those described in G.O.No. 248, P.H., dated 5th February, 1926. As a technical staff is always attached to works of any considerable size, skilled labour will always be available to look after the pumps, and no difficulty need therefore be anticipated about their upkeep and repair. If, for any reason, power pumps, hand pumps or water elevators cannot be used, wells should be provided the pulleys and the water drawn by means of public buckets and ropes, the use of private vessels being strictly prohibited. The removal of water by these methods should be adopted even in the case of tanks and rivers;

this may be done by constructing one or more revetments on which the pumping installation or scaffolding for pulleys may be erected.

The object of these arrangements is to prevent as far as possible the contamination of drinking water and the spread of water borne disease.

As a general precaution the people living in the camps should be advised to boil all drinking water before it is used. This remarks applies with special force to water derived from tanks, rivers and shallow wells.

**5. Conservancy** :—The camps and their vicinity should be kept clean at all times. For sweeping roads and pathways, menials should be employed at the rate of one sweeper for 750 people. In the case of larger camps, maistri should be employed to supervise the work of menials at the rate of one maistri for every 12 menials. For smaller camps at least one maistri should be employed in any case. One Sanitary Inspector should be appointed for every 3,000 persons living in a camp.

Public dust-bins were provided at intervals of every 100 metres for the temporary storage of road-sweeping and domestic rubbish pending their removal by conservancy carts. Hand-carts or bullock-carts should be employed for the removal of refuse to a central dumping ground. The best method disposal of sweeping at the rubbish depot is by burning. Cheap incinerators similar in design to the ordinary lime kiln will serve this purpose. If incineration is not feasible and if there is a demand for refuse, it may be sold on condition that it is removed at once. Otherwise it should be covered over with a layer of 30 to 45 cms. of dug earth in order to prevent nuisance and the breeding of flies. Promiscuous dumping of rubbish should not be permitted on any account

Public latrines should always be provided for the use of workers. Sites for latrines should be selected with the greatest care; they should be situated as far as possible from sources of drinking water supply, but at the same time, they should be within easy reach of the people.

Separate latrine accommodation should be provided for the two sexes. In the case of large camps where they are expected to be in existence for some years, permanent masonry type design sanded latrines should be built. The minimum requirement is one seat for every 25 people. Scavengers should be in constant attendance to keep the latrines clean. in the case of permanent or semi-permanent latrines, hand-carts with metal drums should be provided for removing the excreta to a trenching ground. Trenching grounds should be selected with care and in consultation with the District Health Officer and should be situated at considerable distance from the camps. The trenches should not be more than 45 cms. in depth, 30 cms. wide and the length of the trenches should ordinarily be 6 metres. A distance of 60 cms. should intervene between adjacent trenches. Nightsoil should be deposited in the trenches to a depth of not more than 15 cms. and it should be immediately covered with the earth previously removed from the trench. The trenches should not be disturbed at least six months or until such time as is necessary for the complete disintegration of the faecal matter. Ground which has been once used for trenching should be suitably cultivated before being again brought into use. Approximately one acre is required for every thousand persons. In the case of less permanent camps, shallow tenches enclosed by thatti screens are the best. The remarks previously made regarding the distance of latrines from drinking water sources apply specially to this type. Every morning one or more fresh trenches should be dug according to requirements. The trenches should not be more than 45 cms. deep and every time the trench is issued, a quantity of earth should be thrown over the stool. At the close of each day, the trenches should be completely filled

in. Used trenches should be suitably marked in order that the ground may not be again opened up before complete decomposition has taken place.

6 . The provision of lighting arrangements should not be lost sight of in constructing workmen's camps.

7. **Medical relief** :—Wherever any large body of workmen is collected, a small dispensary manned by a medical unit consisting of a Sub-Assistant Surgeon, a compounder, a ward-boy and a toti are necessary. In most cases, however, central establishment will be sufficient for several kilometers of work. The dispensary should ordinarily be reserved for treating accidents and cases of a trifling nature in which early recovery is expected. As a rule, it is advisable to transfer persons suffering from any serious illness to the nearest station where there is a well-equipped hospital. In this connection, a motor ambulance will be found very useful especially when a large body workers is employed.

8. The dispensary referred to in the previous paragraph is for the treatment of simple ailments. Diseases which are liable to become epidemic require separate and special consideration. Under this head, the following diseases have to be considered.

9.(i) **Cholera** :—The appearance of even a single case of cholera should receive immediate attention. The officer in charge should promptly notify the occurrence to the Health Officer, the Health Inspector and the Medical Officer. The following precautions should be taken in connection with the patient

(a) He should be removed without delay to the Infection Diseases or Isolation Hospital. If no such hospital exist the patient should be isolated in a separate hut or preferably in a shed specially put up for the purpose, and communication with the rest of the camp should be forbidden.

(b) The germs of cholera are extracted in the stools and vomit of the patient and are also present in soiled clothing. The discharge should be received in paddy husk or saw dust mixed with kerosene oil or cresol and then burned. If the discharges be voided upon the ground, straw should be burned on the spot and a strong solution of cresol (1 in 200) should be subsequently poured over it. The earth should then be dug up and removed fresh earth provided.

(c) All soiled bedding and mats, rags and clothing should be burnt. If, on account of the cost of the articles, burning is objected to, they should be soaked in a solution of cersol (1 in 400) and subsequently boiled in water for 15 minutes.

(d) Vessels and other articles used by the patient should, before removal from the room, be soaked in disinfecting lotion and boiled in water for 15 minutes.

(e) The patient should be isolated for at least three weeks after convalescence, in the absence of proper bacteriological tests.

(f) Every infected hut and its contents should be treated with cresol (1 in 200).

(g) No washing of clothes, utensils or persons, especially from a house in which a case of cholera has occurred should be allowed in or near any water source or in any situation from which the washing water is likely to flow into such sources.

(h) Care should be taken not to allow flies to settle upon the patient or his discharges as these insects readily convey the germs of cholera to milk and other foods, and spread infection.

(i) The number of attendants on the sick should be kept at a minimum. They should be very careful about their personal cleanliness. Their clothes whenever soiled with cholera discharges should be at once disinfected. When leaving the patient, they should wash their hands in cresol lotion and then with soap and water. They should not be allowed to prepare food either for themselves or for others.

(j) No food should be part taken of in the sick room either by the attendants or by anybody else. Chewing of betel leaves there is also dangerous.

(k) Early treatment is of the greatest importance. The best medicines for this purpose are Misturea Pro-Diarrhoea (10 to 15 drops 15-30 minutes till the diarrhoea stops) and potassium permanganate pills (1 every 15 minutes). This treatment should be continued until the arrival of the Medical Officer.

(1) The bodies of persons who have died of cholera should be carefully and thoroughly burned. If they have to be buried, this should be done at a considerable distance from wells, tanks and streams. Burials should not be permitted in ground sloping towards water-supplies. The men engaged in the removal and disposal of the crops should disinfect their hands and clothes immediately after their work is finished and before they taken any food.

(m) There must be no funeral feast in the hut in which a death from cholera has occurred.

As soon as a case of cholera occurs, the Health Officer should institute without delay careful and exhaustive enquiries in order to determine the source of infection and prevent further infection from the same source.

The following facts regarding the origin and spread of cholera and the means of its prevention should be remembered

(1) Water is the most usual means by which infection is conveyed. If the outbreak is of explosive violence, it is certain that the infection has been conveyed by the general water-supply. If the outbreak persists, the indication is that more than a single pollution of the water has occurred. If the outbreak is more limited, it may be due to some less general vehicle, such as dirty pool from which only a certain number have drunk, or some contaminated food of which only a certain number have partaken. But there is always urgent danger of a subsequent contamination of the general water-supply.

(2) The most minute attention should therefore be paid to the purity of water-supply. All wells should be chlorinated or treated with potassium permanganate daily until all danger has disappeared.

(3) If a well or other source appears to be in the origin of infection, it should, if possible, be put out of use for the time being, and for as long as any known source of pollution continues to act. A polluted well should not be taken into use again, until it has been emptied, cleaned out, and chlorinated or disinfected with potassium permanganate.

(4) When a pure or disinfected water has been provided, every effort should be made to see that it is alone issued. Dirty or suspected pools, tanks, wells etc., should be filled up or tendered inaccessible, or the water in them may be rendered undrinkable by adding coal-tar, kerosene, or any other similar odorous non-poisonous substance which impairs its palatability

(5) Cholera germs are easily killed by boiling. People should be advised to drink nothing but boiled water.

(6) Vessels used for cooking, eating and drinking should be thoroughly scrubbed and washed with clean boiled water.

(7) Cholera is frequently conveyed by flies which carry infection from filth to food. The damages of fly infection should be pointed out to the people and they should be advised to keep all articles of food and drink properly covered up.

(8) All food should be eaten freshly cooked and hot and cold food cooked the previous day should be avoided. Such food is frequently very dangerous as flies may have carried cholera germs to it and infected it.

(9) Raw and unripe or over-ripe fruit predisposes to cholera and therefore should be avoided when cholera is present or threatens to appear.

(10) It is good agreement, if possible, to have a separate bazaar for the camp in order to have proper control over the articles sold therein.

(11) Every should be warned to report at once any diarrhoea, however slight it may be, so that it can be promptly treated. Even if the attack does not happen to be actual cholera, it is the most, frequent precursor of the disease and demands immediate treatment. As persons will apparently slight ailments do not always realize the importance of going to the Medical Officer, it is a good plan to have pre-diarrhoea mixture, cholera pills; etc., in the hands of the more intelligent overseers and contractors for distributions to those who need them. But these men should be definitely instructed to keep the Medical Officer informed of what is going on.

(12) Careful attention should be paid to the general sanitary arrangements of the camp and of the houses. The more perfect they are, the less the risk of spread of infection by flies.

(13) It is absolutely necessary to have suitable latrine arrangements, and to see that every one uses the latrine, and does not resort to the banks of the streams or tanks, etc., for the purposes of nature. The latrines should be kept clean at all times and disinfected at least once in 24 hours with cresol solution. The staff of latrine sweepers should be sufficient to ensure that every motion is immediately covered up with dry earth or disinfected and that the latrines are always kept clean and tidy. These instructions should be carried out with method and intelligence.

(14) As fatigue lowers resistance to disease, people should be encouraged to take proper sleep and rest and not spend the nights in singing, tom-tomming and so forth.

(15) Great care should be taken to prevent the importation of the disease from neighbouring infected villages. If it can be arranged no food supplies should be brought in from such villages. Any supplies so received should for boiled or cooked before use.

(16) All persons coming or returning from infected villages should be kept under surveillance for ten days.

(17) In case of necessity, additional medical aid should be called for without delay.

(18) The officer in charge should by his example show his men that he himself believes in the measures that he recommends.

(19) Every attempt should be made to protect the workers and their families with anti-cholera vaccine. Inoculation causes practically no pain or discomfort and it protects the individual against infection for some months. The vaccine may be obtained from the Institute of Preventive Medicine, Hyderabad. The District Health Officer will make arrangements for obtaining the vaccine and carry out the inoculations.

(20) In seasons of the year when cholera may be expected to break out although no cases may have occurred, it is wise to anticipate possible outbreaks by attending the sanitary rules mentioned in the above paragraphs.

(21) A daily report of cholera, and other infectious diseases should be submitted in the annexed form by the officer in charge of the camp to the Health Inspector, Medical Officer, District Health Officer, the Director of Public Health, the Superintending Engineer of the Works and the Chief Engineers.

(ii) **Smallpox** :—As a rule, this does not occur in epidemic form among adults. All new-comers to the camp should, however, be re-vaccinated without delay. When workmen bring their families with them, all children should be vaccinated or re-vaccinated with as little delay as possible, on the appearance of a case of smallpox, no matter how slight it may be, the patient should be isolated in the manner indicated in the previous paragraph. All contacts should be re-vaccinated and kept under surveillance for a period of 14-18 days. Arrangements should be made for the attendance of the patients removed to the isolation shed. Person selected for this purpose should themselves be protected against smallpox either by having had an attack of smallpox previously or by recent revaccination. The Medical Officer of the camp should take all measures for the treatment of patient and the disinfection of infected material. Convalescents should be provided with new clothing. After convalescence or death, the patient's clothing and all other infected articles should be burnt. By strict attention to these instructions the changes of the disease assuming an epidemic form will be averted. In the event of an outbreak of smallpox a vigorous vaccination and re-vaccination campaign should be undertaken under arrangements with the District Health Officer.

(iii) **Plague** :—The occurrence of Plague in human beings is invariably preceded by rat-fleas and excessive mortality among rats. This is due to the fact that Plague is chiefly a disease of rats. The rat-fleas leave the rat when it dies of the disease and may bite man and infect him.

The occurrence of any rat-flea or of a case of a Plague should be reported immediately to the Health Inspector, Medical Officer and Health Officer. Rats can be excluded from the house by storing foodgrains properly and by keeping the house and surroundings free from refuse and remains of food. Rat traps and poison baits shoals also can be used, barium carbonate in the form of pills being the most efficient poison to use. The importation of foodgrains from Plague-infected areas should as far as possible be avoided. If, however, there is no other source of supply, the grain bags must be opened up and the grain exposed to the sun before it is taken into the camp. As soon as Plague occurs every person should be inoculated with anti-plague vaccine as soon as possible. The Health Officer will arrange to get the vaccine from Institute of Preventive Medicine, Hyderabad and carry out the inoculation. Such persons as refuse to be inoculated should be segregated in a health camp specially constructed for the purpose.

When Plague cases have occurred in small houses or huts, the roofs should be removed and the interiors exposed to the sun. Any rats found should be killed and put in

boiling water or burned in kerosene oil. In the case of pakka buildings, the roof of which cannot easily be dismantled, disinfection should be carried out with kerosene oil emulsion which will be prepared and supplied by the officers of the Public Health Department.

Detailed instructions for the Prevention and Control of Plague will be found in the A.P. Plague Regulations.

(iv) **Malaria** :—If the camp is situated in a waterlogged area or any other locality where malaria is likely to be prevalent, special precautions are necessary to safeguard the health of the labourers, lest the efficiency of the operations in the works should suffer. Malaria is conveyed by mosquitoes which breed in the water of tanks and rivers and even in small collections such as are to be found in thattis, tins, old posts, etc., in and near the houses. Any tanks, wells, pools in or near the camps should be kept free from vegetation and should be oiled at least once a week. People should be instructed not to allow water to collect in tins, pots and such vessels in their huts or in the vicinity and any failure to carry out instructions should be severely dealt with.

When an undue prevalence of malaria is anticipated or is in existence a plentiful supply of quinine both for treatment and for pre-phylaxis should be maintained.

(v) **Relapsing Fever** :—The germ which produces relapsing fever is spread by the bite of the louse. Personal cleanliness, especially that directed towards the destruction of lice, is the most important preventive measure. Persons harbouring lice should have their hair cropped. If there is any objection to cropping, kerosene oil or vinegar (Kadi) should be rubbed into the hair, which should then be combed with a fine comb. The clothing should be immersed in boiling water for ten minutes and then dried in the sun. If an epidemic of relapsing fever occurs, a sufficient quantity of salvarsan should be obtained for the treatment of patients.

10. The question of medical supervision has been referred to in paragraphs 7 and 8 supra. It is advisable, as has already been stated that a medical officer with a small dispensary should be attached to each large gang or set of gangs of workmen. A weekly report should be submitted by the Officer in charge of the dispensary to the District Medical Officer who should effect regular supervision of the work done by the former.

11. **Duties of the Superintending Engineer** :—It will be the duty of the Superintending Engineer to see that all orders connected with the health of the camps are duly carried out. Contractors in charge of gangs of mazdoors should be compelled to see that all orders laid down by officers of the Medical and Public Health Departments are duly carried out.

12. Cost of sanitary measures to be debited to contingencies of Estimates.

Any reasonable outlay for such temporary shelter as may be needed for bodies of work people of considerable magnitude; and the marking out, clearing and draining of their temporary station; also for entertaining temporary establishments to look after the latrines, policemen, and hospital establishments, will be authorized by the local Government as forming part of the contingent outlay on the work under execution.

(G.O.Ms.No. 1333, W., Dt. 24-9-1926 and No. 129, W., Dt. 19-1-1927)

### APPENDIX XIII

#### Form of Agreement for Adoption in cases in which Government Buildings are leased out to private individuals

THIS INDENTURE MADE the ..... day of ..... 19 ..... BETWEEN HIS EXCELLENCY THE GOVERNOR OF A.P., hereinafter called the '*Lessor*' (which expression shall where the context so admits include his successors in office and assigns) of the one part and ..... residing at ..... and carrying on business as ..... hereinafter called the '*Lessee*' (which expression shall where the context so admits include his heirs, executors, administrators, legal representatives and assigns) of the other part WITNESSETH as follows

1. In consideration of the rent hereby reserved and of the covenants by the Lessee herein contained the Lessor demises unto lessee ALL that piece or parcel of land together with the building and premises known as situate in the Registration sub-district of in the Registration district of ..... bearing S.No ..... for the term of ..... years from the ..... day of ..... 19 ..... PAYING therefor in advance the monthly rent for Rs ..... clear of all deductions the first of such payments to be made on the ..... day of ..... 19 .....

2. The Lessee covenants with the Lessor as follows :—

(1) To pay the reserved rent on or before the 1st day of each month in advance and in manner aforesaid.

(2) To bear pay and discharge all existing and future taxes, charges, assessments and outgoings payable in respect of the said premises.

(3) To keep the exterior and the interior of the demised premises and all additions thereto and the boundary wall and fences thereof and the drains, soil and other pipes and sanitary and water apparatus and electric fittings and fixtures thereof in good and tenantable repair and condition.

(4) Not to make or permit to be made under any circumstances any alterations in addition to the demised buildings without the previous consent in writing of the Lessor or by the Executive Engineer for the time being of ..... division (hereinafter called the Executive Engineer) PROVIDED ALWAYS that if the lessee is permitted to make any alterations by the Lessor or the Executive Engineer the Lessee shall not claim nor will he be entitled to any set-off or diminution of the reserved rent therefor and he shall not be entitled to any compensation therefor.

(5) To permit the Lessor and his authorized officers or agents with or without workmen or others at all reasonable times on giving one day's previous notice to enter upon the demised premises and to view the condition thereof and upon notice being given by the Lessor or his authorized officers to repair within one month from the service of the notice in accordance therewith.

(6) To use the demised premises only as a....and not for any purposes of trade.

(7) Not to assign underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Lessor or his authorized officers.

(8) To yield up the demised premises with all fixtures and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants herein contained.

3. The Lessor covenants with the Lessee as follows

(1) That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for him.

(2) To carry out all repairs to main walls, roof and foundations due to fair reasonable wear and tear and the decision of the Executive Engineer as to the necessity for such repairs shall be, final.

4. PROVIDED ALWAYS and it is hereby expressly agreed by and between the parties hereto as follows:

(1) If the rent hereby reserved or any part thereof shall be unpaid for 14 days after becoming payable (whether formally demanded or not) or if any covenants on the Lessee's part therein continued shall not be performed or observed or if the Lessee or other person in whom for the time being the term hereby created shall be vested shall become insolvent then and in any of the said cases it shall be lawful for the Lessor or his authorized officers at any time hereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of the breach of any of the Lessee covenants herein contained.

(2) If either party shall desire to determine the present demise and shall give to the other party three calendar months previous notice in writing of such his desire then immediately on the expiration of the three calendar months, the present demise and everything herein contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant.

(3) Provided that in addition and without prejudice to the other rights and remedies of the Governor, the Government shall be entitled to recover any sum that may from time to time be due and payable by the lessee as if it were as arrear of land revenue.

IN WITNESSETH whereof ..... acting on behalf of and by the order and direction of His Excellency the Governor of Andhra Pradesh ..... and ..... have hereunto set their hands and seal the day ..... first above written.

SIGNED, sealed and delivered by the above named in the presence of .....

SIGNED, sealed and delivered by the above named in the presence of .....

\_\_\_\_\_

## APPENDIX XIII-A

### **Form of Agreement for adoption in cases in which Buildings belonging to Private Parties or Local bodies are leased by Government for occupation by their Officers or Offices**

THIS IDENTURE made the ..... day of ..... 19 ..... between ..... son of ..... residing at (hereinafter called the “*Lessor*” which expression shall where the context so admits include his heirs, executors, administrators, legal representatives and assigns) of the one part and HIS EXCELLENCY THE GOVERNOR OF A.P. (hereinafter called ‘the *LESSEE*’ which expression shall where the context so admits includes his successors in office and assigns) of the other part WITNESSETH as follows:

1. The Lessor hereby agrees to let and the Lessee agrees to take ALL THAT piece or parce of land with the dwelling house and buildings and electric installation herein particularly mentioned and described in the schedule herein under written commonly called or known as ..... with the appurtenances thereto belonging or usually held or enjoyed therewith for the term of ..... years commencing from the ..... day of ..... one thousand nine hundred and ..... at the monthly rent of Rs ..... such rent to be paid clear of all deductions except taxes, rates, assessments, the cost of repairs and the 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 or before the fifteenth of each and every month in arrears.

(ii) To pay in addition to the said rent the municipal taxes due on the said premises for the period of lease.

(iii) At the expiration or sooner determination the said term to deliver up the said premises PROVIDED ALWAYS that if and whenever and part of the said rent shall be in arrears for thirty days after the same shall have been legally demanded in writing 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 the 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 and without liability for damage caused by fire if and to the said premises.

(ii) To pay all existing and future taxes, rates, assessment except municipal taxes due for the period of lease and other out going for the time being payable in respect of the said premises.

(iii) To well and sufficiently repair and keep in good and habitable state and condition whenever called on by the Lessee or by the Executive Engineer ..... division (hereinafter called the Executive Engineer) to do so and at the Lessor’s own expense the

exterior and interior of the said premises hereby demised and all additions thereto and the boundary wall and fences thereof and the drains soil and other pipes and sanitary and water apparatus and in particular (subject as hereinbefore provided) at his own cost and expense to maintain an electric installation consisting of such number of lamps as in the opinion of the Executive Engineer ..... shall be sufficient to properly light the demised premises and at least ..... fans.

(iv) If the Lessee shall desire to determine the present demise and shall give to the Lessor three calendar months previous notice in writing of such desire and shall up to the time of such determination pay the rent and perform and observe the covenants on his part hereinbefore contained then immediately on the expiration of such three calendar months the present demise and everything herein contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenants.

(v) That in the event of any officer or servant of the Lessee in occupation of the said premises during the period of the said tenancy requiring any structural alterations in or additions thereto the Lessor will not make or permit the same to be made without the consent in writing of the Lessee being first had and obtained and any enhancement of rent which the Lessor may demand in consequence of such alterations and additions being first agreed to.

(vi) That the Lessor will on the written request of the Lessee made three calendar months before the expiration of the term hereby created grant the Lessee a lease of the demised premises for the further term of ..... years and containing like covenants and proviso as are herein contained including the present covenant for renewal.

4. PROVIDED ALWAYS and it is hereby expressly agreed and declared by and between the parties hereto that in case the Lessor shall for one month after notice in writing given by the Lessee or the Executive Engineer ..... make default in respect of the said repairs or the maintenance of the said electric installation or in payment of any such taxes, rates, assessments or other outgoings and deduct the expenses of such repairs and works or such payments as the case may be out of the rent which shall then be or hereafter shall become payable under or by virtue of these presents.

IN WITNESS whereof the Lessor and ..... acting on behalf of and by the order and direction of His Excellency the Governor of A.P. have hereunto set their respective hands and seals the day and year first above written.

The schedule above referred to ..... House and ground bearing municipal door No ..... situate in ..... bounded on the north by ..... on the east by ..... on the east by ..... on the west by ..... and on the south by ..... comprised in Collector's Certificate No ..... bearing old Survey No .....

Re-survey No. ....

SIGNED, sealed and delivered by the above named in the presence of .....

SIGNED, sealed and delivered by the above named in the presence of .....

\_\_\_\_\_

## APPENDIX XIII-B

### Form of order of grant of all kinds of Government lands in charge of the Public Works Department for temporary occupation for agricultural purposes

The land specified in the schedule is hereby granted to ..... for temporary occupation for a period of ..... years commencing from ..... subject to the following conditions to which the aforesaid granted has agreed:

(1) The grant is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or in excess of the limits of authority delegated to the officers sanctioning the grant or that there was an irregularity in procedure. Cancellation on any of these grounds may be ordered by any authority to whom the sanctioning authority is administratively subordinate.

(2) In the event of such cancellation of the grant, the grantee shall not be entitled to compensation for any loss caused to him by the cancellation.

(3) The grantee shall pay the sum of Rs ..... equivalent to ..... months charge as and for security for the fulfilment and observance by him of the conditions contained in the grant. The sum so deposited shall be liable to be forfeited to the Government under the orders of the assigning authority in the event of failure by the grantee to fulfil and observe any of the conditions of the grant.

*Note* :—The amount of deposits should vary according to the period of the grant, one month's charge being demanded for a grant of three months, two months, charge for a grant for six months, three months, charge for a grant for one year and six months, charge for a grant exceeding one year.

(4) The grantee shall, so long as the grant be in force, pay clear of all deductions a sum of ..... for credit to the general revenues of the State and a further sum of on account of rates, taxes, assessments and outgoings payable by the Government to a municipality as a result of his occupation of the land. The consolidated charge shall be payable to the Government in advance annually/monthly the first of such payments to be made on the day ..... and the subsequent annual/monthly payments on the corresponding day of the succeeding years/months.

(5) In the event of the municipality varying its demand, the assigning authority shall be at liberty to revise without notice, the second part of the charge referred to in condition (4) as the sum payable by the grantee on account of taxation by the municipality and on such revision any balance shall become immediately payable by the grantee.

*Note* :—In the case of lands in non-municipal areas, conditions (4) and (5) should be replaced by the following conditions

“The grantee shall so long as the grant be in force pay in advance to the Government annually/monthly a sum of Rs ..... clear of all deductions, the first of such payments to be made on the ..... day of ..... and the subsequent annual/monthly payments on the corresponding day of the succeeding years/months”.

(6) The grantee shall not use the lands or suffer it to be used except for the purpose for which it is granted.

(7) The land shall not be used for political meetings.

(8) The grantee shall permit the officers and servants of the Government with or without workmen at all times to enter upon the land aforesaid to view the condition and state thereof.

(9) The grantee shall not assign or underlet the benefits arising under this grant for any part thereof without the previous written permission of the assigning authority.

(10) (a) The Government reserve to themselves the rights to all sandalwood trees and their branches and roots which exist at the time of the grant (which are described in the schedule attached) as well as those which may grow subsequently on the lands granted and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land in question and dispose of them at their pleasure. The grantee shall not be entitled to cut or remove them or cause them to be cut or remove without the permission of the Executive Engineer;

(b) the grantee shall take all reasonable measures to the satisfaction of the assigning authority for the protection of the sandalwood trees from theft or damage and for the careful protection of the immature trees growing on the land

(c) the grantee shall take steps to see that the remarks made by the officers of the Government on the sandalwood trees are preserved and are not tampered with ; and

(d) in the event of the infringement of, or failure to observe any of the conditions mentioned in (a), (b) or (c) above, the grantee shall pay to the Government such compensation as is determined, by the assigning authority for any loss or damage caused by such infringement or failure on his part. The Government shall also at liberty to cancel the grant and re-enter on the land and the whole land shall thereupon vest absolutely in the Government. In the case the grantee shall not be entitled to any compensation whatever.

*Note* :—When lands are granted in the districts noted below, the conditions (a) to (d) above relating to the reservation of sandalwood trees should be scored out:

Godavari East and West, Nellore, Cuddapah, Guntur, Krishna, Visakhapatnam.

(11) The grantee shall not erect any buildings, fences or structures of a permanent or a temporary character on the land without the previous written sanction of the assigning authority.

(12) The grantee shall not cut any live trees without the previous permission of the assigning authority. The withered and wind fallen trees shall also be the property of the Government and shall be handed over to the Public Works Department Supervisor.

(13) The sale-proceeds of withered and wind-fallen trees and those cut under condition (15) shall be credited to the Government.

(14) The grantee shall have no rights whatsoever to any trees standing on the land or to other usufruct.

(15) The usufruct of the trees may be leased out in auction by the officers of the Government according to the practice obtaining in the district and the grantee shall allow the right of passage to persons to whom the usufruct of the trees is so granted by the Government.

(16) The grantee shall not, without the previous written sanction of the assigning authority, permit any person to use the land except as provided in condition (6).

(17) The grantee shall, on the termination or revocation of this grant, restore the said land to the Government in as good a condition as is consistent with the foregoing conditions.

(18) The grantee shall be answerable to the Government of A.P. for all or any injury or damage done to the said land and other Government property thereon except as is permitted by the foregoing conditions.

(19) The Government may revoke the grant wholly or in parts if the sums specified in condition (4) above or any part thereof shall remain unpaid for fifteen days after they have been repayable whether formally demanded or not, or if the grantee shall have broken any of the conditions of the grant herein contained and assume control or otherwise dispose of all or any part of the land and any buildings, fences and structures hereon and the grantee shall not be entitled to any compensation therefor.

(20) If the amount specified in conditions (4) and (5) above or any part thereof is in arrear it shall also be competent for the assigning authority to recover the same from the grantee as an arrear of land revenue.

(21) The grant hereby given may be revoked by the assigning authority after giving..... months, notice in writing and by the Government or Chief Engineer without notice in an emergency (the said Government or Chief Engineer being the sole judge of the emergency) and shall be terminable by the grantee by giving to the assigning authority ..... months notice in writing but without prejudice to any right of action or remedy of the assigning authority in respect of any antecedent breach of any of the foregoing conditions. The grantee shall not in case of such revocation or termination be entitled to any compensation in respect of any improvements effected by the grantee to the land or for the loss caused by the interruption of his occupation.

(22) In the event of termination of the grant under conditions (19) or (21) the Government shall at liberty to levy proportionate rental up to the date of such termination.

(23) The sum of Rs ..... deposited by the grantee under condition (3) or such portion thereof as may be returnable to him shall be returned to him on the expiration or sooner termination of the grant.

(24) If any dispute or difference shall at any time hereafter arise between the Government or their officers on the one part and the grantee as to the rights, duties or liabilities of either party in respect of any matter or things relating to or arising out of the grant or the construction or the meaning of all or any of the provisions herein contained, the said dispute or difference shall be referred for settlement to the arbitration of the Chief Engineer and his decision shall be final.

(25) The grant includes all rights, easements and appurtenances belonging to the land or reputed to belong to it or usually held or enjoyed with it. The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land and the right of Government to the mines and quarries, subjacent to the land are however reserve and are in no way affected by the grant.

**SCHEDULE**

District (1)	Taluk (2)	Town or Village (3)	Ward No. & Block No. (4)	Serial No. (5)	Area (6)	Boundaries (7)
					Acs.	North South East West

In witness whereof acting for and on behalf of and by the order and direction of His Excellency the Governor of A.P., have hereunto set my hand this ..... day of ..... 19 .....

Place :

Date :

**Signature and designation  
of the signing authority.**

\_\_\_\_\_

## APPENDIX XIII-C

### Form of Order of Grant of all kinds of Government Lands in charge of the Public Works Department for Temporary Occupation for Non-Agricultural purposes

The land specified in the schedule is hereby granted to ..... for temporary occupation for a period of ..... years/months commencing from ..... subject to the following conditions to which the aforesaid grantee has agreed:

(1) The grant is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to mis-representation of fraud or in excess of the limits of authority delegated to the officer sanctioning the grant or that there was an irregularity in the procedure. Cancellation on any of these grounds may be ordered by any authority to whom the sanctioning authority is administratively subordinate.

(2) In the event of such cancellation of the grant, the grantee shall not be entitled to compensation for any loss caused to him by the cancellation.

(3) The grantee shall not transfer to any other person the rights hereby conveyed to him, without the previous sanction of the authority which has made the grant.

(4) The grantee shall pay the sum of Rs ..... equivalent to ..... month's charge as and for security for the due fulfilment and observance by him of the conditions contained in the grant. The sum so deposited shall be liable to be forfeited to the Government under the order of assigning authority in the event of failure by the grantee to fulfil and observe any of the conditions of the grant.

(5) The grantee shall so long as the grant be in force, pay clear of all deductions a sum of Rs ..... for credit to the general revenues of the State and a further sum of Rs ..... on account of rates, taxes, assessments and out-going payable by the Governments to the Corporation/Municipality as a result of his occupation of the land. The consolidated charge shall be payable to the Government in advance annually/monthly, the first of such payments to be made on the ..... day of ..... and the subsequent annual monthly payments on the corresponding day of the succeeding years/months.

(6) In the event of the Corporation/Municipality varying its demand, the assigning authority shall be at liberty to revise, without notice, the second part of the charge referred to in condition (5) as the sum payable by the grantee on account of taxation by the Corporation-Municipality and, on such revision any balance due shall become immediately payable by the grantee.

**Note** :—(i) In the case of grants in non-municipal areas, conditions (3) and (6) should be replaced by the following conditions

The grantee shall, so long as the grant be in force, pay in advance to the Government annually/monthly a sum of Rs ..... clear of all deductions the first of such payments to be made on the ..... day of ..... and subsequent annual/monthly payments on the corresponding day of the succeeding years/months.

(ii) The amount of deposit referred to in condition (4), should vary according to the period of the grant, one months' charge being demanded for a grant for three months, two

months' charge a grant for six months, three months' charge for a grant for one year and six months' charge for a grant exceeding one year.

(7) The grantee shall not use the land or suffer it to be used except for the ..... purpose of the .....which are the following.

(8) The grantee may erect ..... in accordance with the plan (s) annexed.

(9) The land and the buildings thereon shall not be used for political meetings.

(10) The grantee shall not except as provided in condition (8) erect any buildings, fences or structures of a permanent or temporary character on the land without the previous written sanction of the assigning authority. The grantee shall permit the assigning authority or other officers or others authorized by him on his behalf with or without workmen at all reasonable times to enter upon the land and all sheds, buildings or other structures built or erected with reference to condition (8) above and to view the state and condition thereof and upon notice being given by the said assigning authority or other officer authorized on his behalf to repair in accordance therewith.

(11) The grantee shall maintain the said land in a clean and a sanitary condition to the satisfaction of the assigning authority and, shall also maintain the structures, if any, erected thereon as aforesaid, in good substantial repair to the satisfaction of the assigning authority.

(12) The grantee may uproot, cut down or destroy such trees plants, groves or brushes, as in the opinion of the assigning authority it is necessary uproot, cut down or destroy to make the land fit for the purposes of ..... and may take them free of charge and dispose of them in any manner he likes. The grantee may level the ground by removing embanked pathways and filling up low-lying places on the land so as to make the ground fit for the purposes of ..... and may now and then cut the grass thereon and dispose of the same in any manner he likes and do any work on the land which in the opinion of the assigning authority is necessary for such purposes.

**Note** :—If the trees are valuable it may be stipulated that the tree growth cut should be handed over to the assigning authority or any officer by him in this behalf for disposal.

(13) The grantee shall remove immediately any unauthorized building, fence or structure on receiving notice from the assigning authority and in default or immediate compliance with any such notice, the assigning authority shall have power to remove the same and the grantee shall, upon demand made by or on behalf of the assigning authority, pay the cost of removal and the cost of storing the materials removed and take delivery of the same. The grantee shall have no claim to any materials removed under these conditions which shall not have been taken delivery of or the cost of removal and storage of which shall not have been paid by the grantee on demand as aforesaid.

(14) The grantee shall not, without the previous written sanction of the assigning authority, permit any person to use the land or any structure thereon or any portion of the land or structure except as provided in condition (7).

(15) The grantee shall, on the termination or revocation of this grant, restore the said land to the assigning authority in as good a condition as is consistent with foregoing conditions.

(16) The grantee shall be answerable to the Government of A.P. for all or injury or damage done to the said land and other Government property thereon except as is permitted by the foregoing conditions.

(17) The assigning authority may revoke the grant wholly or in part if the charge specified in condition (1) or any part thereof shall remain unpaid for fifteen days after it has become payable whether formally demanded or not, or if the grantee shall have broken any of the conditions of the grant herein contained and assume control or otherwise dispute of all or any part of the land and any buildings, fences and structures thereon and the grantee shall not be entitled to any compensation therefor.

(18) If the amount specified in condition (5) above or any part thereof is in arrear, it shall also be competent for the assigning authority to recover the same from the grantee as an arrear of land revenue.

(19) The grant hereby given may be revoked, by the assigning authority after giving ..... month's notice in writing and by the Government or the Chief Engineer without notice for emergent reasons (the said Government the Chief Engineer being the sole judge of the emergency) and shall be terminable by the grantee by giving to the assigning authority ..... month's notice in writing but without prejudice to any rights of action or remedy of the assigning authority in respect of any antecedent breach of any of the foregoing conditions. The grantee shall not in case of such revocation for termination be entitled to any compensation in respect of any buildings, fences and structures on the land or of any other improvements effected by the grantees to the land but he may, before the revocation of termination of the grant, takes effect or if the grant is revoked without notice, within such time as may be allowed by the assigning authority in that behalf, remove such buildings, fences and structures.

(20) The sum of Rs ..... deposited by the grantee under condition (4) or such portion thereof as may be returnable to him, shall be returned to him on the expiration or sooner termination of grant.

(21) The grant includes all rights, easements and appurtenances belonging to the land or reputed to belong to it or usually held or enjoyed with it. The existing and the customary rights of Government and the public in roads and paths and rivers, and channels running through or bounding the land and the right to Government to the mines and quarries, subjacent to the said land are, however, reserved and are in no way affected by the grant.

#### SCHEDULE

District (1)	Taluk (2)	Town or Village (3)	Ward No. & Block No. (4)	Serial No. (5)	Area (6)	Boundaries (7)
					Acs.	North South East West

In witness whereof acting for and on behalf of and by the order and direction of His Excellency the Governor of A.P., have hereunto set my hand this ..... day of ..... 19 .....

Place :  
Date :

**Signature and designation  
of the signing authority.**

—————  
**Annexure**

Plan(s) if any (to be specified)

—————  
**APPENDIX XIV**

**European Cemeteries and Tombs**

*(Not Printed)*

## APPENDIX XV

### Destruction of Records

(Vide Paragraph 84 of this Code)

#### A.—RULES

1. The Ellis-Tomkins system contemplates the maintenance of sub-files for papers which can suitably be dealt with separately from the main file, sub-files should therefore be opened whenever possible and closed as soon as their particular subjects are disposed of. Main files should also be closed as soon as the main subject is disposed of. For example, the main file regarding the construction of a new work should be closed when the completion report is sent in. Matters not immediately connected with the construction of the works, which may arise for orders during construction should be dealt with in the sub-files which should be closed when the side issues with which they deal are disposed of. Subsequent transactions with regard to the work which arise after the main file is closed should be dealt with in separate sub-files.

2. When a file or sub-file is closed, the Manager or the Accountant or the Head Draftsman or the Personal Assistant, as the case may be, should look through it and extract any papers which should be retained permanently when the main subject of the file or the sub-files is not one for permanent retention. The papers so extracted will be made into a separate sub-file, and retained as such.

3. Files which are to be retained permanently will be stamped “R” Files which are to be destroyed after a certain period of years will be stamped “D” in the year in which they are to be destroyed being specified. The year will be that in which the file will fall for destruction according to its main subject as classified in the list in Section B attached to these rules.

4. Files which were closed finally before the 1st April, 1921 will be marked for retention or destruction in accordance with their main subject. No attempt should be made to split up these files. They should be ‘stacked separately’, the Record-keepers in each office should prepare lists of them, as he can find time, in the form attached to these rules and submit the lists for approval to the head of the office.

5. File should be arranged in the record-room as follows :—Files and sub-files bearing the same file number will be arranged together, those that are to be retained being put first and then in order chronologically according to the year of destruction those that are to be destroyed.

6. Registers, statements, accounts, etc., which are closed should be scrutinized by the head of sections concerned and the period of their retention should be clearly marked on them in accordance with the list in section B and stamped “R” or “D” in .....” as directed in Rule 3. In any case where the orders in the list in Section B are not clear, the head of the section concerned should take the orders of the head of the office in regard to the period of their retention. The registers, statements, accounts, etc., should be kept separate in the Record room and destroyed as they fall due for destruction.

7. The stamping of files, registers, etc., enjoined in Rules 3 and 6 should be initialled and dated by the head of the section concerned.

8. In February each year the Record-keeper should pick out all the files, registers, statements, accounts, etc., which are marked for destruction in that year and should prepare a list of them and submit it to the head of the office for approval through the Head Clerk who will be responsible for the proper scrutiny of the list. When the list is approved, the Record-keeper should destroy the files, registers, statements, accounts, etc., and certify on the list that he has done so. The list should, then be filed and kept permanently.

## **B.—LIST SHOWING THE PERIODS UP TO WHICH RECORDS SHOULD BE PRESERVED**

### **Circle and Divisional Offices**

A.B.C. statement (annual—Three years)

Absentee statements (monthly—To retained be permanently)

Acquittance rolls for pay and allowances (other than traveling allowance) when maintained separately from pay bills—Six years.

Administrative reports—Three years.

Administrative Accounts—Printed copies of—Three years.

Advance Sanctioned to—One year.

Advances to construct buildings—Three years after the advance has been fully recovered.

Advances to purchase conveyances—One year after the advance is fully recovered

Advertisement Charges—Sanction to—One year.

Advice to transfer debit and credit—Three years.

Age Fifty-Five years' statement—Three years.

Agreements books—Five years after completion of the work or till audit objections, if any, relating to it are cleared to the satisfaction of audit authorities or have been reviewed by Public Accounts Committee whichever is later.

Agreements relating to lease for cutting canal, shrubs, gathering fruit from trees, etc.—  
Twelve years from the date of their terminations, if no suit is threatened or pending in connection therewith.

Agreements—Cases of delay of more than one month and more in the completion of—

For works costing Rs. 10,000—Statement showing—One year.

Allotments—Application for modifications of—One year.

Allowances—Sub-division allowances—One year.

Amanath Register—Six years from the date of the last entry in the register.

Appointments—Three years.

Appropriations Register—Three years.

Architectural remains—Report on—To be retained permanently if one objects of interest; otherwise to be destroyed after three years.

Army list (quarterly), Indain—One year.

Arrears list—One year.

Assignment deeds—Succession certificates—Powers of attorney, etc., generally connected with making payments for works done—Ten years.

Assumption of charge—Sanctions to—One year.

Attachment of salaries of the members of the Public Works Department—to be retained for one year after the decretal amounts have been paid up.

Attachments of bills of contractors—To be retained for one year after the decretal amounts have been paid up.

Attendance register—One year.

Audit notes—Should be filled with the monthly accounts and destroyed with them.

Audit of amounts due to piece-workers and others—One year after the outstandings have been finally settled.

Audit slips and correspondence connected therewith—Three years after submission of the completion report of the work to which they relate.

Award statements—Correspondence regarding land—Three years.

Bill register showing progress in check and Payment of—Three years.

Boats, Punts, etc., register—Three years.

Boat notes—Counterfoils and triplicate copies to be preserved in the supplying division like measurement books i.e., for ten years after the completion of the work for which supplies are recorded in the boat notes. Duplicate copies to be preserved in the receiving division for three years.

Boiler licenses—One year after the grant of a fresh licence.

Breaches in canals and distributaries—Five years.

Bridges and Roads—Important—Return of—Three years.

Budget appropriations and re-appropriations—One year.

Budget—Three years.

Budget estimate of an office—Detailed—Five years.

Budget—Office copies of—sent by Divisional Offices—Three years

Budget—Educational—Completion Certificates for—Three years.

Buildings—Educational—Return of expenditure on—One year.

Buildings—Non-residential and Residential—Annual return of repairs—Estimate—Three years.

Buildings—Purchase and sanction to execution of works—to be retained permanently.

Buildings—Register of—To be retained permanently.

Buildings—Sale or demolition of—To be retained permanently.

Buildings—Rents of—Three years

Buildings—Rent—Data statement of—To be returned permanently.

Buildings—Rents—Data Statements—Correspondence relating—Five years.

- Buildings—Hire of—Three years.
- Buildings—Transfer of—Three years.
- Buildings—Certificate of absence—Three years.
- Buildings—Occupation of rest-house and other—One year.
- Buildings—Extracts of the register of—One year.
- Buildings—Capital and Revenue Accounts of Buildings let—To be retained permanently.
- Camp Receipt Register—Three years.
- Camp Despatch Registers—Three years.
- Camp—List of papers sent to—One year.
- Canals—Closure of and correspondence relating thereto—To be retained permanently.
- Cars—Annual inspection of—One year.
- Cash Books of Executive Engineers and other issuing officers—Twenty years.
- Cash abstract book—Three years.
- Cash extracts—Twenty years.
- Cash balance statement—Three years.
- Casual leave—Corresponding regarding—One year.
- Cattle—Impounding of—One year.
- Cemeteries and tombs—Reports on the condition—Three years.
- Cemeteries—Erection and endowments—To be retained permanently.
- Census Correspondence—Three years.
- Cheque—Indent for books—One year.
- Cheque—Register of Drawn—Five years.
- Cheque—Counterfoil books—Five years.
- Cheque—Correspondence regarding dishonouring of—One year.
- Circle Map—Corrected up to the end of—Return of—Three years.
- Circulars—To be retained permanently.
- Civil Service Regulations—To be sold as waste paper on receipt of new editions.
- Classification of fields, dry and wet—To be retained permanently.
- Clerks Recommended for trial for Divisional Accounts—List of—Three years. Codes—
- Public Works Department Codes—To be sold as waste paper on receipt of new editions.
- Commander-in-Chief—General order by—To be retained permanently.
- Completion reports—Office copies—Three years.
- Completion reports of works which are filed in the offices of final record—To be retained permanently.

Confidential sheets, reports and records relating to officers and subordinates of the department after the date of their retirement, resignation, removal or dismissal—Five years.

Confidential sheets, reports and records relating to deceased officers and subordinates of the department after the date of their death—One year.

Contingent bills and vouchers—Three years.

Contingent charges—Sanction to—One year.

Contingent expenditure—Register of—Five years.

Contract agreements—Five years after final payment is made and the completion report sent or till such time, audit objections, if any, are cleared to the satisfaction of the audit authorities or have been reviewed by Public Accounts Committee, whichever is later”.

Contractors’ ledger—Five years after claims have been finally settled.

Contractors’ ledger—Extracts from—One year after final settlement.

Contractors’ complaints and civil suits—Three years.

Contracts—Indian Stores Department—Annual rate contracts—Five years or till such time audit objections, if any, are cleared to the satisfaction of audit authorities or have been reviewed by Public Account Committee, whichever is later.

Conveyance allowances—Sanction to—One year.

Correspondence connected with the sale, audit, etc., of miscellaneous properties—Five years after the expiry of the concerned leases if no dispute is pending at the end of the period. If any dispute is pending at the end of the period, the records will be kept for such longer period as may be necessary.

Credit—Applications for letters of—One year.

Criminal charges for injury to irrigation works, etc.—Three years.

Cultivation—Unauthorized—Ten years.

Day books—Three years.

Demarcation stones on channels—Payments for—Three years.

Deposits—Register of security—Five years.

Despatch Register—Five years.

*Note* :—Registers of 1918 to 1927 will be retained permanently and 1928 to 1931 will be retained for three years.

Despatch number books—Abstract—One year.

Descriptive memoirs—Correspondence regarding submission of—One year from the date of publication of the memoirs.

Diary books—Three years.

Diary bundles, i.e., unimportant papers for which there is no file number—Three years.

Directories—To be sold as waste papers after Three years.

Distribution returns division office copies—Three years.

Distribution returns classified list, etc.—To be retained permanently in the Chief Engineer's Office and for five years in other offices.

Division—Creation and closing of—Three years.

Divisional Accounts—Corresponding relating to—Three years.

Duplicate keys of cash chests—Deposit in Treasury correspondence—One year.

Electric Installations, etc., Maintenance charges for the return of—Three years.

Embankments—Annual inspection note of river—Five years.

Encroachments—Correspondence and B. memoranda—Ten years.

Endowed monuments—Report on—Three years.

Establishment—Annual return—{books of establishment)—Thirty-five years.

Establishment—Retrenchment and Reduction to be retained permanently.

Establishment, temporarily—Three years.

Establishment, works—Three years.

Establishment, changes in—Three years.

Establishment, suspension, dismissal, resignation, promotion and reversion—Ten years.

Establishment, increments and fines—Three years.

Estimates—Original—Sanctioned—of all works—To be retained permanently.

Estimates—Register of sanctioned—To be retained permanently.

Estimates files—Ordinary and petty repairs—One year.

Estimates—Return of sanctioned—One year.

Estimates special repairs—Three years.

Estimates—Court of Wards Works—Correspondence relating to the scrutiny of Five years.

Estimates—Zilla Parishad Works received from Chairman of Zilla Parishad—

Correspondence relating to the scrutiny of—Five years.

Estimates—Minor Irrigation Works received from Collectors—Correspondence relating to the security of—Five years.

Estimates—Municipal Works received from Chairman, Municipal Councils—Correspondence relating to the security of—Five years.

Estimates—School buildings works received from the Director of Public Instruction—correspondence relating to the scrutiny of—Five years.

Estimates—Repairs—Abstracts of—Ten years.

Examinations—One year.

Exchange accounts with other departments, etc.—One year.

Expenditure—Statements of monthly progressive expenditure and correspondence relating to any discrepancy in the figures—Two years.

Experimental cultivation—To be retained permanently.

Explosives—Return of—Three years.

Famine correspondence—Three years.

Famine relief works—Board's and Collector's proceedings—Five years.

Fire—Destruction of buildings, etc.,—One year.

Forest produce—Supply of—One year.

Forms—Accounts of—Three years.

Gate Pass Books—One year.

Gazette—"Fort. St. George" Portions containing matters of general interest to be retained; others to be sold as waste paper after Three years.

Gazette—District—Portions containing matters of general interest to be retained; others to be sold as waste paper after three years.

Gazetted Officers—Weekly reports of—One year.

Gazetted Officers—Statement showing the full names of—With information of the district in which they own lands—Three years.

Gazetted Officers—Monthly list and History of Services—To be retained for five years.

Gazetted Officers—Quarterly list—To be retained permanently in the Office of the Chief Engineer (General) and for Five years in the Circle and Division Offices.

General charges—Account books of—Five years.

General number books—One year.

Grant and outlay statements—One year.

Gratuities Records relating to the grant of—To be retained till the date on which the gratuitants would attain their 55th year; or to be destroyed earlier, if the fact of gratuitant's death is known.

Guides—Postal and Telegraph—One year.

Guides—Railway—One year.

Heirs—Correspondence regarding payment of salary and traveling allowance to the—Of the deceased—Five years.

Imprest accounts—Three years.

Imprests—Sanction to drawing accounts and—One year.

Imprest—Extracts—Three years.

Income-tax—Three years.

Indents for Stationery—Three years.

Indents for forms—Three years.

Indents for measurement books—Three years.

Indents for Postage labels—One year.

Inspection—Superintending Engineer's report —Of Divisional Offices—Five years.

Inspection—Executive Engineer's report—of sub-Divisional Offices—Five years.

Inspection—Accountant-General's—Reports of divisional office and connected correspondence—Five years.

Inspection notes on works by Executive Engineer—Three years after completion of the work.

Inspection notes on works costing over Rs. 50,000!- by Superintending and Chief Engineers— To be retained permanently.

Inspection notes on other works—Superintending and Chief Engineers—Three years after completion of the work.

Inspection notes of subordinates and sub-divisional officers—Five years.

Inspection notes—Lands vacant and in charge of P.W.D. quarterly return—Three years.

Inspection bungalow—Correspondence regarding occupation of One year.

Insurance—Postal—Fund correspondence—One year.

Investigation—T.R.S. Progress Reports—Monthly—Three years.

Investigation—T.R.S. Progress Reports—Half yearly—To be retained permanently.

Invoices of M. Books supplied to sub-divisional officers—Three years.

Irrigation—General important questions—To be retained permanently.

Irrigation—Application for supply of canal water—Three years.

Irrigation Conferences—Paper relating to—Two years.

Irrigation—Important minor works handed over to the Revenue Department—Statement of—To be retained permanently.

Irrigation—Investigation of scheme—Quarterly progress reports—Five years.

Irrigation systems—Statement of additions and alterations carried over Head Works—Correspondence, etc.—To be retained permanently.

Jail labour—Supply of—One year.

Journals—Technicals—Ten years.

Kudimaramath—Works—Correspondence relating to recovery from ryots—Three years after the amount has been fully recovered.

Land acquisition Correspondence—To be retained permanently in the Division Office and for three years only in the Circle Office.

Land Register—To be retained permanently.

Land sales of—To be retained permanently.

Land—Leasing out of Public Works Department land—To be retained permanently.

Land—Relinquishment of Public Works Department lands to Revenue Department—Five years.

Land—Temporary occupation of—Five years.

Land—Assistant Engineers and officers of the Indian Service of Engineers—Return of—To be retained till retirement of officers to whom the individual returns relate.

Leave—List of officers requiring—One year.

Leave application—Three years.

Letters issued by the division officers to treasury officers fixing the limit up to which sub-divisional officers can draw on sub-treasuries—Two years.

Levelling books—May be destroyed after ten years from the date of the last entry on completion of the book.

Liabilities—Register of—Three years.

Licence forms and toll tickets—Three years.

Lightning conductors—Three years.

Locks—Daily Traffic Register—Five years.

Local purchase of European stores—Three years.

Losses—Write off of—Three years.

Materials accounts and 7-F accounts—Three years.

Materials supplied—Verified advices of—Three years.

[Measurement books—May be destroyed after ten years from the date of final record in the division office.

Measurement books—Register of—To be retained permanently].

[G.O.Ms.No. 889, P.W., Dt. 21-3-1031]

Measurement Books—Register of review of—Three years.

Measurement Books—Loss of—One year.

Measurement books—Correspondence relating to—Three years.

Medical establishment for projects—Five years.

Memorandum books—Form E.No. 184—One year.

Meteorological results—To be retained permanently.

Miscellaneous objections statement—Should be filed with the monthly accounts and destroyed with them—Three years.

Miscellaneous Returns—Register of—One year.

Modification statement—One year.

Monthly Accounts, office—copies—Three years.

Motor Vehicles plying on Government Roads licencing of correspondence regarding—  
Three years.

Muchilikas—To be retained permanently.

Municipal tanks—Supply of water to—To be retained permanently.

Municipal taxes for Government Building—Three years.

Navigation receipt and charges—Three years.

Nil returns—One year.

Nominal muster roll—Three years.

Non-commissioned officers, birth, death and marriages, etc.—Three years.

Non-Gazetted Officers—Monthly report of—Three years.

Objection statement of items held under objection—Three years.

Objection books—Five years.

Office furniture, tents—Sanction to purchase of—One year.

Offices—Weekly report—Three years.

Order books—One year.

Order communicating sanctions to estimates under the open capital account of Irrigation systems—Till the completion report for the work is recorded.

Pass books—Three years.

Pay—Sanctions to transit and allowances—One year.

Pay—Last pay certificate—Three years.

Pay—Disallowances list of—Three years.

Pay Bill of Government servants for whom no establishment returns are submitted or no service books are maintained—Thirty-five years.

Pay bills and acquittance rolls where these are maintained separately, of inferior Government servants—Forty-five years.

Pay Bills of other classes of Government servants—Six years.

Pay Bill of Gazetted Officers—Six years.

Pension papers—Till the pensioner dies and final payment is made on his behalf.

Office copies of pension papers in Divisional Offices—Five years after retirements.

Pension cases (including the service books and leave accounts attached to them) in which invalid or compensation pensions have been sanctioned—Twenty-five years.

*Note* :—Service books and other papers relating to a claim for a gratuity should be retained until the claimant attains 55 years of age or dies, whichever is earlier, and also until final orders have been passed in the claim.

*Note* :—In regard to service books of Government servants who have been dismissed or discharged or have resigned or died whilst in service, see Rules 14 to 16 of the subsidiary rules under Fundamental Rule 74(a)(iv).

Pensioners' quarterly list—Specially recommended for employment—One year.

Personal files—Three years from the date of retirement or death (whichever is earlier) of the Government servant concerned.

Personal files of clerks, draughtsmen, etc., who have left service—Three years.

Personal register in C.F. 410—Five years from the date of last entry in the register.

Petitions, unimportant—One year.

Piece-work—Agreements—Three years.

Plans for earthwork and repairs to—

(a) Tanks—

- (i) Completed plans five years, if the standards for repairs are the same as those laid down in the Tank Restoration Scheme memoirs.
- (ii) Original plans prepared for sanctioning the Tank Restoration Scheme estimates and deviations from the standards in the Tank Restoration Scheme memoirs— To be retained permanently.
- (iii) Tanks for which no Tank Restoration Scheme memoirs are yet prepared the L.S. and other sheets except the Correction Slip sheets—To be retained until regular Tank Restoration Scheme investigation is completed.

(b) Channels and rivers (including modasal works)—Five years, provided the proposals do not involve any change in standards.

Postage—Account books—One year.

Postal—Returns of and Telegraph buildings—One year.

Printing and other contingent charges—One year.

Productive public works—Programme of—Five years.

Profession-tax—One year.

Progress report—Monthly individual—Five years.

Prosecuting of persons for breach of rules—Three years.

Sanction for—Correspondence regarding.

Provincial objectionable itemic Statement and correspondence relating thereto—One year after all the items—in the statement have been adjusted.

Pumping installations in irrigation—To be retained permanently Works. Qualified persons of the College of Engineering—Printed list of—One year.

Rain and Water Registers—To be retained permanently.

Rainfall returns—Twenty-four years.

Receipt Registers—To be retained permanently.

Receipt registers of abolished sub-divisions—Five years.

Receipt books—One year.

Receipt hand receipt books—To be retained permanently.

Receipt counterfoils of (No. 20—E) books—To be retained ten years.

Receipt, Counterfoils or temporary (P.W.D. 111—15) books—To be retained five years.

Recommendations rools of clerks, draughtsmen, etc.,—So long as the men are in service.

Records—Carriage of office—One year.

Record Racks and Record rooms of Taluk—Three years—And Divisional offices—Report regarding.

Reference—Unanswered Lists—Three years.

- Register of buildings—Extracts from—One year.
- Register of service books—to be retained permanently.
- Register of suspense transaction—Three years.
- Remittance books—Three years.
- Remittances Memorandum of cash—Form F.No. 267—One year.
- Rent—Monthly return of rents recoverable other than from Government buildings—One year.
- Rent—Register of buildings—Three years.
- Reports—Transfers of Section Officers and Executive Engineers and of correspondence relating to additional charge held by them—Three years.
- Requisitions—Counterfoils of—One year.
- Rest-houses—Occupation of—One year.
- Returns—Due from Executive Engineers, etc., Superintending Engineers and from Superintending Engineers to Chief Engineer, etc., List of—One year.
- Returns—Expenditure incurred on maintenance of buildings occupied by civil departments— Three years.
- Returns—Half-yearly—Showing the names of supervisors who know Orriya—One year.
- Returns—Periodical—Due from sub-divisional officers—One year.
- Returns—Periodical—Additions and alterations in the list of competent works of irrigation system during the year—To be retained permanently.
- Revenue—Register of—To be retained permanently.
- River diagrams and discharge calculations—To be retained permanently.
- River diagrams and discharge calculations Return and correspondence relating to—One year.
- River charts—Returns and correspondence relating to—One year. Road—Half-yearly return—Three years.
- Roads—Trunk—Inspection report of Superintending Engineers and correspondence relating to the maintenance estimates received from the Chairmen, Municipal Councils and Zilla Parishads—Five years.
- Roads—New—Completed by Public Works Department—Report on—Three years.
- Routine matters generally—One year.
- Run off observations—To be retained permanently.
- Rushikulya—Poramboke lands commanded—To be retained permanently.
- Rushikulya—Dry lands commanded—To be retained permanently.
- Rushikulya project—Tank—beds and lands under—To be retained permanently.
- Rushikulya—Monthly statement of area irrigated—To be retained permanently.
- Savings Bank Pass book—Three years.

- Schedules of rates and data for different sorts of sub-heads of works—Three years.
- Schedules of work done in workshops—Ten years.
- Service books—Correspondence regarding verification of—To be retained permanently.
- Stationery accounts—Three years.
- Stock—Daily records of the—Issues and receipts in the Public Works Stores—Five years.
- Stocks—Reserve limits—Three years.
- Stock book of stationery articles—To be retained permanently.
- Stock accounts and abstract book—Three years.
- Stores—Indents for English—Three years.
- Stores—Indents for Counterfoils—Three years.
- Stores—Daily records of the stock issues and receipts in the Public Works-Stores—Five years.
- Stores—Return of iron works contracts given to private firms and correspondence—One year.
- Stores—Return of expenditure on stores purchased in England and forecast of expenditure— Five years.
- Students—Engineer and Subordinate—Report on progress of—One year.
- Students—Printed list of qualified—One year.
- Sub-jails—Certificates (annual) of examination—One year or until the next certificate is submitted.
- Suits—Civil—Against Government—Three years from date of decision.
- Summons—Service of—One year.
- Sluices—Orders regarding opening of canal—Distribution of—To be retained permanently.
- Survey reports—Sanctions of Superintending Engineer to—Three years.
- Surveying books relating to periodical surveys of lankas governed by the A.P. Rivers Conservancy Act—To be retained permanently.
- Surveying books—After completion of work.
- Surveying books not relating to lankas—After completion of work.
- Tanks—Railway affecting—To be retained permanently.
- Tanks on patta lands—To be retained permanently.
- Tanks—Progress report on—Restoration scheme works—Three years.
- Tanks—Sale lists of waste and poramboke lands—To be retained permanently.
- Tappal books—One year.
- Tappal challan forms—One year.
- Telephone lines—Canals—Return and correspondence relating to—To be retained permanently.

- Tender—Copies of—One year.
- Tent registers—To be retained permanently
- Tent—Purchase of—One year.
- Tide tables for Indian ports—Three years.
- Toll cash extracts—Three years.
- Toll Tickets Memorandum Book—Counterfoil of—One year.
- Tools and Plant—Daily receipt and issue of—Three years.
- Tools and plant—Purchase and transfer of—Sanctions to—One year.
- Tools and plant—Monthly receipts and issues and balances of—Three years.
- Tools and Plant—Papers relating to—Lending of—To other Departments—One year.
- Tools and plant—Yearly returns—Three years
- Tour programme—One year.
- Traffic returns—Five years.
- Transfer—Acceptance of—Of books debit and credit—Three years.
- Transfer entry book—Three years.
- Transfer entry orders (wite back orders)—Counterfoils of—Three years.
- Transfer Reports of Accounts—Three years.
- Transfer Reports of Sub-divisional Officers—Three years.
- Traveling allowance bills—Disallowance list on—One year.
- Traveling allowance bill and acquittance rolls relating thereto—Three years. Traveling allowance—Sanction of special—One year.
- Traveling journals of Superintending Engineers and Executive Engineers—Three years.
- Treasury—Receipts for payments into—Three years.
- Treasury—Examination of—And grant of certificates—One year.
- Vouchers including those but not submitted to the Accountant-General—Certified copies of—Ten years (or in the case of large projects until five years after the closing of the estimate, whichever is later).
- Sub-vouchers—Three years.
- Warm clothing—Correspondence—six years after supply of clothing.
- Water registers—Supply to municipal tanks and factories—To be retained permanently.
- Water supply (except annual applications which should be kept for three years)—To be retained permanently.
- Water daily returns—One year.
- Water reports—Weekly and tri-weekly—One year.
- Weather telegrams—One year.

Weather charts—Three years.

Work abstract except those for works in progress—Three years.

Work books—To be retained permanently.

Work register—To be retained for ten years subsequent to the completion of the work the expenditure on which is recorded in it.

Works—Applications and orders of sanction for extension of the closing date of works under the old expenditure heads—"49" and "43" and under the present heads "68" "XVII" and "1 8"—To be retained permanently in the offices of final record and for one year in other offices.

Works—Clerk—measured by Executive Engineers—List of—One year.

Works—Completed original works—Ordinary correspondence relating to—Five years from date of completion of works.

Works—Register of—Abstract—Three years.

Works—Estimate copies—Three years.

Works order and estimate books—Ten years.

Workshops—Correspondence with—Regarding repairs and supply of instruments—Three years.

Workshops—Outturn statement and accounts—Three years.

Workshops—Supply of materials from—Three years.

Workshops—Three years after completion of works to which they relate.

*Note* :—The documents for permanent record in connection with a work under construction will be the original sanction and any revision thereof; the plans estimate, and report and the completion report and the final completion plans, if any.

Ordinary annual and petty repairs estimates files may be destroyed after one year, subject to the retention of such information as may be necessary to check the average expenditure on repairs. Special repair estimate files may be destroyed after three years. The registers, statements, etc., should be examined by the Accountant, if they relate to accounts matters and by the Head Clerk in other cases.

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## APPENDIX XVI

### Dutch Auction System

*(Omitted)*

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## Appendix XVII

### Rules Regulating the Payment of Bonus to Contractors

(Vide note to Paragraph 150 of this Code)

1. In the case of work done on the contract based on the lump-sum tender system, see Paragraph 150 of this Code, the contract agree to complete the work generally before a specified date. If the local administrative officer considers that the completion of the work before a certain date would be to the advantage and in the interests of Government but this could not be reasonably excepted under normal conditions, it is permissible to offer the inducement of a bonus. The payment of a bonus should not be recommended if the date fixed for the completion of work is not far in advance of what could be reasonably expected under normal conditions. The provision for bonuses in such cases should be included in the approximate estimates submitted for administrative approval. In submitting the approximate estimate for the approval of Government, the head of the department concerned should among other things explain this reason for recommending the provision of a bonus. It will then rest with Government to decide whether the clear provision should be allowed to stand.

2. When the sanction to an estimate provides for the payment of a bonus, the Chief Superintending or Executive Engineer should, when calling for tenders, notify the conditions which must be fulfilled in order to earn the bonus.

3. When a bonus is proposed, the terms should be specified in a separate bonus agreement in the form given below. The amount of the bonus paid should be charged to the work.

4. (a) No bonus should ordinarily be provided for any work costing less than Rs. 5,000. This limit does not apply to Irrigation works. Otherwise than with the sanction of Government in exceptional cases, the amount of bonus should not exceed 5 per cent of the total value of the work excluding the cost of materials supplied by Government.

(b) Bonus should never be sanctioned in the case of annual or ordinary repair and maintenance works except with the special sanction of the Superintending Engineer.

*Note* :—Executive Engineers and Superintending Engineers are empowered to sanction the payment of bonuses and enter into bonus agreements in respect of parts of a work even though there is no provision for a bonus in the sanctioned estimate, up to the limits of Rs. 50 and Rs. 250 respectively, provided the amount of bonus exceed 5 per cent of the value of the work forming the subject of the bonus agreement, less the cost of Government materials.

5. Executive Engineers should submit with their monthly accounts a statements showing the following details, so as to enable the Audit Office to carefully scrutinize payments of bonus made with reference to the above rules

(i) Number of voucher for the payment of bonus and schedule docket to which attached.

(ii) Amount of bonus.

(iii) Date of completion of work.

(iv) Whether bonus is separately provided for in the estimate sanctioned by competent authority.

(v) Whether a bonus agreement was duly signed by the Contractor prior to his undertaking the work.

Name of work..... No..... of 19..... 19.....

Name of piece worker/contractor .....

Agreement made the ..... day of one thousand nine hundred and ..... between His Excellency the Governor of A.P. (which expression shall where the context so admits include his successors in office and assigns) of the one part and ..... hereinafter called the piece worker/Contractor (which expression shall where the context so admits includes his heirs, executors, administrators and legal representatives) of the other part.

It is hereby expressly agreed by and between the parties hereto as follows:

(1) In the event of the piece worker/contractor fully completing the work (or the balance of the work or the items of work entrusted to him as per a agreement No ..... of ..... ) as detailed in the sanctioned estimate No ..... and plans No ..... and estimated to amount to a total cost of Rs ..... (about) by the ..... bonus of Rs ..... will be paid over and above the sums due on the rates at which he has contracted to do the work.

It is however, a condition that failure to so complete the work, due to any cause whatsoever, entails forfeiture of all title to the above bonus or any part of it.

(2) It is open to the office sanctioning the agreement for work to give an extension of time, as an act of grace, under exceptional circumstances, but it is to be clearly understood that extension cannot be claimed as a right on any ground whatever.

(3) Except, under the provisions of clause (5) below the bonus will under no circumstances be given in part; it must either be fully earned or no bonus will be given.

(4) This bonus agreement may be cancelled and terminated at any time by the Government of A.P. (hereinafter called the Government) if the value of the work turned out at the date of such cancelment bears a less proportion to the value of the whole work than the time which has passed since the execution of the bonus (or, in the alternative, when the above is unsuitable).

(5) This bonus agreement may be cancelled and terminated at any time by the Government if the value of the work turned out at the date of such cancelment is less than that indicated below

(a) Rupees ..... By date .....

(b) Rupees ..... By date .....

(c) Rupees ..... By date .....

(d) Rupees ..... By date .....

(6) If it should be decided for no fault of the piece worker/contractor to terminate the piece work/contract agreement for the execution of the work forming the subject of this bonus agreement before its completion, the contractor will be entitled to the payment of

such proportion and no more of the whole bonus as the value of the work turned out bears to the value of the whole work forming the subject of this bonus agreement.

In witness where of the Superintending Engineer, Circle, Executive Engineer, Division acting on behalf of and by the order and direction (of His Excellency the Governor of A.P. and the piece worker/contractor have hereunto set their respective hands the day and year first above written.

SIGNED by the above named in the presence of  
.....

SIGNED by the above named in the presence of .....  
[G.O.No. 254, Public Works, Dt. 9-2-1938

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## APPENDIX XVIII

Deleted

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## APPENDIX XIX

### Rules regarding the relation of Public Works Officers to Collectors of Districts and other Local Heads of Departments

**Rule 1.** (Rule I deleted as per G.O.Ms.No. 1931, P.W.D. (D-1), Dt. 8-8-1966, vide P.R. Code).

**Rule 2.** The Collector is the administrative head of the District and the assistance and professional advice of the Public Works Department are wholly at his disposal, if required. Any information he may call for should be promptly supplied. The Collector may for any special reason, issue any definite instruction to the Executive Engineer. If the Executive Engineer considers that such instruction is not in the public interests and if time allows, he should send the Collector a statement of his opinion and reasons and ask him to refer the matter to the Superintending Engineer and the Collector should at once do so enclosing a copy of the Executive Engineer's opinion and reasons. If the Superintending Engineer disagrees with the Collector he should forward the case to the Government through the Chief Engineer for orders informing the Collector that he has done so. Otherwise the Collector's instructions shall be complied with.

**Rule 3.** The Collector has the right to propose the construction of new and repairs to existing works and such proposals should be disregarded only for reasons to be recorded and communicated to him by the Superintending Engineer. When forwarding to the Superintending Engineer the budgets submitted by the Executive Engineer the Collector should note the relative urgency of the minor works and repairs relating to the Land Revenue Department. The programme of Minor Works in the Buildings and Roads Branch will be framed by the Board of Revenue for the building works relating to the Revenue Department have regard to the relative urgency of the works required to be executed in the State as a whole and the alterations made during the course of the year will also be directed by the Board. The Superintending Engineer when he receives intimation of his allotments for minor works and repairs, should redistribute them in accordance with the order of urgency indicated by the Collector in the case of repairs and by the Board of Revenue in

the case of minor works. If this order is to be departed from, the Collector should be informed of it and the reasons for the change. The Collector may also make recommendations in regard to other Public Works matter which concern his district and such recommendations shall be duly considered and promptly replied to. The Collector should also be furnished by the Executive Engineer with a copy of quarterly progress report on major works and an extract from the monthly progress report in Form X including all major and minor works of the Land Revenue Department.

*Note* :—In the agency tract of Visakhapatnam and East Godavari, the Agents exercise general control over all works irrespective of the department to which they relate the officers of the Public Works Department will prepare plans and estimates at the request of the officer of the department to which the work relates and forward them to the requisitioning officer who will submit them through the Agent to the Head of the Department.

**Rule 4.** It is desirable that Superintending and Executive Engineers should, as much as possible, consult Collectors and Divisional Officers personally in regard to the Public Works interests and needs of the district and all officers of the Public Works and Revenue Department should co-operate cordially and readily. All proposals for important changes in the distribution of water or in any other branch of the Public Works administration, should be forwarded to the Collector for remarks before submission for sanction to the Superintending Engineer or to Government and the Collector should be furnished with information as to any such changes decided upon before they are carried out.

**Rule 5.** Officers of the Public Works Department will assist the local heads of all departments with advice and information when asked for without delay and in cases which differences of opinion may exist, will discuss the matter fully with them.

—(G.Os.No.W., Dt. 17-9-1934 and No. 2087, W., Dt. 7-11-1934)

## APPENDIX XX

### **Rules for the Construction and Maintenance of Zilla Parishad and Panchayat Samithis and Municipal Roads on Canal and Channel banks**

(Vide paragraph 208-A of the Public Works Department Code)

*Note* :—These rules do not apply to roads on the banks of rivers or tanks.

#### A.—METALLED ROADS

Now new roads shall be formed along any canal or channel bank in charge of the Public Works Department without previous permission, in writing, of the Superintending Engineer of the circle, obtained through the immediate supervising authority and the Executive Engineer of the division concerned.

2. The minimum height of such roads above the canal or channel fully supply level shall in each case be laid down by the Public Works Department.

3. No masonry or other works which will let water into or out of the canal or channel shall be constructed, and no such existing work shall be altered, without the previous permission, in writing, or the Superintending Engineer of the circle and the approval by him of the plan of the proposed work.

4. The Public Works Department shall have the right at any time to build, in or under the road, any sluice, culvert, bridge or other work, which may be required in connection with distribution from supply to, or surplus from, the canal or channel. While such work is under construction, the Public Works Department shall, wherever possible, make temporary diversion of the road at the place and on completion of the work, restore the disturbed portion of the road. The clear width of roadway over such structures shall be that given by the Zilla Parishads and Panchayat Samithis concerned to similar works on the same road or other roads of the same class.

5. The roadway over the masonry and other works which belong to the Public Works Department shall be in charge of the Zilla Parishads and Panchayats concerned, but the structures themselves will remain in charge of the Public Works Department.

6. The surface of the road, the inner (canal) slope for one meter (vertical) down from top of the road, the outer slope of the bank with the reservation in Rule 9 below, and all ramps on the outer side of the road shall be in charge of the Zilla Parishads and Panchayat Samithis concerned. The inner slope (except the one meter down from the top of the road) and all ramps and "cattle slopes" on that side shall be in charge of the Public Works Department.

7. All trees, grass, etc., growing on the outside edge and slope of the road shall belong to the Zilla Parishads and Panchayat Samithis concerned. No trees shall be planted along the inner edge without special permission of the Public works Department. No trees shall be planted within 50 metres and no trees of the big family within 100 metres of any masonry work without the previous permission, in writing, of the Superintending Engineer of the circle.

8. The carriage of silt from canal and channel clearances across the road and its deposit on or against the outer slope shall not be prevented, provided it does not interfere with the efficient drainage of the road surface, does not injure avenue trees, and is so placed that none of it can be washed on to the surface of the road.

9. Occupation of the canal berms or slopes for deposit of materials or other purposes shall be regulated by the rules already in force.

10. Toll bars shall not be established on such roads without the approval of the Superintending Engineer of the circle.

11. In cases of disagreement between the officers of the Public Works Department and of the Zilla Parishads and Panchayat Samithi in the application of these rules or in carrying out by either department of any works in connection with roads to which these rules apply the decision of the Chief Engineer for Irrigation shall be final.

12. These rules shall apply *mutatis mutandis* to the construction and maintenance of municipal roads.

[G.Os.No. 3216, W., Dt. 4-12-1890; No. 423-I, Dt. 11-2-1929 and  
Ms.No. 77 W., Dt. 9-1-1931]

## **B.—UNMETALLED ROADS AND CART-TRACKS**

1. Formation of new roads :—Zilla Parishads, Panchayat Samithis and Panchayats may prepare the plans and estimates for new earthen roads. These plans and estimates should be approved by the Public Works Department, who will see that the proposed works are generally suitable, and that irrigation interests are adequately safeguarded. When the plans have been approved, the Zilla Parishads, Panchayat Samithis and Panchayats may

execute the earthwork. The Public Works Department will carry out any alterations to their masonry works necessitated by the new road at the expense of Zilla Parishads, Panchayat Samithis and Panchayats. When the roads are completed, Zilla Parishads, Panchayat Samithis and Panchayats should inform the Executive Engineer concerned who will arrange for an inspection. If, on inspection, the Executive Engineer is satisfied that the work has been completed according to approved plans and estimates, the road will be taken over by the Public Works Department and opened for traffic.

2. **Maintenance of roads** :—Maintenance of canal and channel banks must necessarily be with the Public Works Department as irrigation interests are involved and therefore the Public Works Department alone should undertake to maintain the roads at the cost of Zilla Parishads, Panchayat Samithis and Panchayats. Maintenance charge should be fixed by the Superintending Engineer of the circle at reasonable rates in consultation with the Panchayatraj Engineer. Centage charges for the maintenance of earthen roads need not be levied. If Zilla Parishads, Panchayat Samithis, Panchayats do not pay the prescribed maintenance charges, the Executive Engineer will carry out the repairs and recover the charges with interest from them.

3. These rules shall apply mutatis mutandis to the construction and maintenance of municipal roads.

*Note* :—Where roads of channel banks are not maintained as thoroughfares by Zilla Parishads, Panchayat Samithis and Panchayats but merely or communications to the fields below the banks at Government cost, Superintending Engineers of circles are authorized to gravel them at Government expense where necessary for the preservation of the banks. This concession will apply only to such roads or cart-tracks which will be of immediate benefit to adjacent villages only (as distinct from roads likely to become thoroughfares).

[G.O.Ms.No. 575, P.W., Dt. 26-2-1944, and G.O.Ms.No. 1106, P.W., Dt. 2-5-1939]

**Note applicable to all districts**

(i) In the case of rivers protected by bunds, which are required for the purposes of the irrigation system and also carry Zilla Parishads, Panchayat Samithis, Panchayat fund roads, the cost of repairs in cases of scours or breaches in the bunds should be met in equal shares by the Public Works Department and Panchayatraj, centage charges payable by the Zilla Parishads, Panchayat Samithis, Panchayats being waived.

This will apply to all repairs or protective works above the berm or padugai level (or rear ground level where padugai or berm does not exist). The cost of all repairs or protective works below padugai or berm level (or rear ground level where padugai or berm does not exist) shall be borne by the Public Works Department.

(ii) In the case of bunds which are not required for the purposes of the irrigation system, but carry Zilla Parishads, Panchayats Samithis, Panchayats fund roads the full cost of repairs caused by scours or breaches inclusive of the usual centage charges should be borne by the Zilla Parishads, Panchayat Samithis, Panchayats concerned.

(iii) The Superintending Engineer concerned shall decide whether particular repairs are necessary and whether they fall under item (i) or item (ii) above; and in cases where the Superintending Engineer differs from the Sarpanch, Zilla Parishads, Panchayat Samithis, Panchayats in regard to the necessity for repairs or their classification, the matter should be referred to the Chief Engineer for Irrigation.

(iv) In regard to the repairs, necessitated by erosion or scours to roads, formed by Zilla Parishads, Panchayat Samithis and Panchayats on channel banks, the Zilla Parishads,

Panchayat Samithis, Panchayats concerned should bear the cost of protection to retain the margin required for the road, where the Public Works Department decide that such protection is not required in the interests of the channel. In the case of existing road by the side of which a new channel is subsequently taken, a margin for the channel should be demarcated and the cost of protecting such margin should be borne by the Public Works Department.

(v) As regards the responsibility of Government for the maintenance of banks, on which a right of way exists but which have been abandoned by the Public Works Department as no longer required for their purposes, the Government are under no obligation to maintain the abandoned banks, but care should be taken that the Public Works Department do not by any possible act, e.g., by removal of earth, interfere with the bank. It will also be expedient in such cases for the Public Works Department to inform the local authority concerned of the abandonment of the flood bank and the desirability of transferring the flood bank to it, subject to such conditions as may be considered necessarily should be considered in such cases.

*Note* :—For purpose of these rules, the term “earthen road” included gravelled roads and treated with quarry rubbish.

**Rules for the Construction and Maintenance of Zilla Parishads, Panchayat Samithis and Panchayats and Municipal Roads on the Bunds of Tanks in charge of the Public Works Department**

1. If a Zilla Parishad, Panchayat Samithi/Panchayat or Municipal Council proposes to repair or construct any road which passes over the bund of a tank in charge of the Public Works Department, the previous permission of the Superintending Engineer of the Circle should be obtained in writing for carrying out the work as far as the tank bund is concerned. In the case of new roads, the Superintending Engineer of the Circle may impose such conditions with regard to the width of the road and class of surface as he may deem necessary and these conditions shall be carried out by the Zilla Parishads, Panchayat Samithis, Panchayats or Municipal Council at its own expense.

2. The Public Works Department shall have the right at any time to build, in or under the road, any sluice, escape, culvert, or other work which may be required in connection with distribution, or surplus, from the tank. While such work is under construction, the Public Works Department shall, wherever possible, make a temporary diversion of the road at the place, and, on completion of the work, shall restore the disturbed portion of the road. The clear width of roadway over such structures shall be that given by the Zilla Parishads, Panchayat Samithis, Panchayats or Municipal Council to similar works on the same road, or on other roads of the same class.

3. If at any time it is found necessary to raise the bund of the tank and thus interfere with the existing road over it, it shall be the duty of the Public Works Department to make the new surface of the road of the same width and material as before, provided that, in the top width of the bund over which the road way ran exceed 6 metres before raising the new top width of the bund need not exceed 6 metres.

4. The roadway over masonry and other works which belong to the Public Works Department shall be in charge of the Zilla Parishads, Panchayat Samithis, Panchayats or Municipal Council, but the structures themselves shall remain in charge of the department.

5. The surface of the road and the front and rear slopes for one meter (vertical) down from the top the road shall be in charge of the Zilla Parishads, Panchayat Samithis,

Panchayat or Municipal Council unless the M.W.L. of the tank is less than one meter (vertical) from the road surface, in which case the portion between the road surface and one foot above M.W.L. shall be in charge of the Zilla Parishad, Panchayat Samithi, Panchayat or Municipal Council. The rest of the slopes of the bund, front and rear, shall be under the charge of the Public Works Department. All traffic “ramps” in rear of the bund shall be in charge of the Zilla Parishad or Panchayat Samithi or Panchayat or Municipal Council.

6. All trees, grass, etc., growing on the tank bund shall be in charge of the department which before the promulgation of these rules had charge of them. No trees shall be planted on the road or bund without the previous permission, in writing, of the Executive Engineer concerned.

7. No permanent occupation of the bund for the deposit of materials or other purpose shall be allowed, and no materials shall be deposited even temporarily on the front or inner slope of the bund without the previous permission in writing, of the Executive Engineer.

8. No toll bars shall hereafter be established on any tank bund without the approval of the Superintending Engineer of the Circle.

9. In cases of disagreement between the officers of the Public Works Department and of the Zilla Parishad/Panchayat Samithi/Panchayat or Municipal Council in the application of these rules, or in carrying out by either department of any works in connection, with roads to which these rules apply the decision of the Chief Engineer for Irrigation shall be final.

*Note 1* :—Where roads on tank bunds are not maintained as throughfares by Zilla Parishads/ Panchayat Samithis, Panchayats but merely as communication to the fields below the bund at Government cost, Superintending Engineers of circles are authorized to gravel them at Government expense where necessary for the preservation of the bunds.

*Note 2* :—Centage charges need not be levied from Zilla Parishads/Panchayat Samithis/ Panchayats on the cost of maintenance of earthen roads on tank bunds. For purposes of these rules the term “earthen road” includes gravelled roads and roads treated with quarry rubbish.

#### **Rules for the Construction and Maintenance of Zilla Parishads/Panchayat Samithis/Panchayats and Municipal Roads on the Banks of Drains**

Ordinarily no road (metalled or unmetalled) or cart-track shall be allowed to be formed along side drains or on banks of drains in charge of Public Works Department, as drainage from the adjacent lands should have free access to the drains. Occasionally, a road may have short drain or have to be carried on the drain bank for short lengths to the construction and maintenance of roads or cart-tracks in such cases, shall be governed by the rules contained in Sections A and B above.

#### **A.—Rules for the Construction and Maintenance of Zilla Parishads/ Panchayat Samithis/Panchayats Roads on River Embankments in Districts**

(Charges to be provided for from the funds of Zilla Parishads/Panchayat Samithis/Panchayats.)

1. The cost of widening an existing or adding to the width of a proposed embankment to enable it to carry a road.

2. The cost of all ramps required to allow traffic to reach or leave the roadway on embankment.

3. The cost of maintenance of the top surfaces of the embankment and of maintaining all ramps leading to, or from, the roadway in connection with made or unmade roads carrying wheeled traffic. This excludes ramps for village crossings, which would have to be made and maintained where the embankment not used as a road.

4. New embankments constructed at the cost of Government, whether river, flood or canal, will not be available for wheeled traffic without the express permission of Government, unless and until the maintenance of the top surface and of ramps has been provided for by Zilla Parishads/Panchayat Samithis/Panchayats. Where there is no prescriptive right of way, other traffic will be admitted to or excluded from embankments not combined with roads at the discretion of the District Engineer or Executive Engineer in charge.

### **B.—Rules for the Construction and Maintenance of Roads on River Embankments in the Tanjore District.**

*(Not printed)*

## **APPENDIX—XXI**

### **Section-A : Ordinary Fire Rules for Government Buildings (Non-Residential)**

#### **CHAPTER I**

#### **Scale of Fire Appliances**

1. Chemical fire extinguishers and water or sand in buckets are first-aid appliances to be used for attacking a fire at the out-set to enable it to put out immediately or at least to keep it under control until the arrival of the Fire Brigade.

2. For purposes of the supply of ordinary fire appliances, buildings are divided into two classes, viz. :—

(i) Ordinary; and

(ii) Buildings where there is a special danger of oil, chemical or electrical fires.

(1) **Ordinary buildings** :—(1) Costing Rs. 10,000 and below—

(a) For a superficial area of 100 Sq.Metre and below—Four fire buckets 30 cms. high and 25 cms. deep, always filled half the number with water and half with sand.

(b) For a superficial area more than 100 Sq. Metres—The number of fire buckets is to be increased from four at the rate of one for every 50 Sq. Meter.

(2) Costing more than Rs. 10,000—

(a) For a superficial area of 500 Sq.Metres less—Six fire buckets and one 10 liters capacity soda-acid type extinguisher.

(b) For a superficial area of over 500 Sq.Metres—The number of fire buckets is to be increased over that specified at (2)(a) above, at the rate of one for every 100 Sq.Metres in excess of 500 Sq.Metres. The number of soda-acid type extinguishers will be on the same scale as under (2)(a).

(II) Buildings where there is a special danger of oil, chemical or electrical fires-

(a) For superficial area of 500 Sq.Metres—Twelve fire buckets of the specified size, but filled with and instead of water, and one foam,—type chemical extinguishers of 500 Sq.metres.

(b) For superficial area of over 500 Sq.Metres-The number of fire buckets specified at (II)(a) above is to be increased at the rate of one for every extra 50 Sq.Metres over 500 Sq.Metres. The chemical extinguishers will be on the same scale as in (II)(a).

**Note (1) :**—A fire bucket 30 cms. high and 25 cms deep means one that measures 30 cms. high on the outside and is 25 cms. deep on the inside. The top diameter is usually 30 cms. and the bottom diameter is slightly less but not less than 23 cms.

**(2) Superficial area :**—This is the surface area of each door of a building and not the plinth area. The plinth area will be the superficial area for the ground floor only. The actual superficial area in the case of the upper floors should be considered separately in each case for purposes of the supply. The articles meant for a particular floor must be placed in that floor only.

**(3)** In assessing the cost of a building for purposes of classification, the cost of that particular detached building only should be taken into consideration.

**(4)** A list of suitable chemical fire extinguishers with the names of firms where they can be purchased, could be obtained from the concerned Executive Engineer, who may consult the latest Indian Stores Department price list for fire extinguishers and refills.

**3. Telephone :**—Wherever, there is a non-automatic exchange, telephone room, a receiver will be fixed in a glass case outside the exchange room. Wherever there is an automatic exchange the watchman should be trained to dial the fire station number. In case of fire, the watchman detecting the fire will break open the glass case, take the receiver and call “The Fire”. The telephone exchange will at once communicate to the nearest fire brigade station and inform them of the locality in danger. There will also be placed in a convenient place nearby, a crowbar, with which the watchman can force upon the door of any room inside which there is fire, in order to put it out.

## CHAPTER II

### Precautions against fire

**1.** No temporary shed required in the compound of any Government building should be built of combustible materials without the permission of the Executive Engineer. The erection of thatched or mat buildings within fifteen metres of a permanent Government office is prohibited.

**2.** Galvanised iron buckets with water or stand and chemical fire extinguishers should be kept in easily accessible places in every building for use during fire. They should be located as far as possible at the top and bottom of the staircases or at the commencement and junctions or important corridors in each floor. The number of buckets and fire extinguishers to be provided should be as per scale separately fixed and the head of each officer should ensure that this equipment, which will already have been provided in most

offices, is in good working condition. The Executive Engineer may be consulted when required in connection with this initial supply. For buildings for which an adequate supply of water is not available within a convenient distance, water should be provided in covered tanks sufficiently large to fill the buckets ten times.

3. When portable fire engines are provided, the engine, its hoses, other appurtenances and accessories should be complete and in working order. The hoses should be of sufficient length to reach top of the buildings. Certain important buildings, such as, the Secretariat buildings in Hyderabad are provided with hydrants and hoses, and these are fixed in glass cases at convenient places. They should be periodically examined and kept complete and in working order.

4. All attenders and peons should be given a practice drill at least once a month in the use of fire appliances and the head of each office concerned should make arrangements for the proper conduct of these drills. Where a telephone exists, attenders and peons should be instructed in its use for the purpose of obtaining assistance.

5. The head of each office should see that the following precautions are carried out :—

(a) That before closing the office for the night the manager or headclerk or under his written authority a clerk named by him, visits each room and sees that all lights are put out, that in offices in which electric fans and lights are provided the switches are turned off; and that all waste paper must be removed, and that in hill stations where fire is kept in fire places to keep the room warm, all fire is effectively extinguished.

(b) That none but safety matches are used in offices.

(c) That kerosene oil or any easily inflammable material is always stored in an out-building or godown.

(d) That the sealing of papers is always done under the direct supervision of a responsible clerk who should see that due care is taken.

(e) That no naked lights are used in any office. All candles and wicks must be protected by glass.

(f) That fire-places for the preparation of pastes or glue are not allowed in or near any building.

(g) That waste paper is not allowed to accumulate in large quantities in any office. One or more receptacles is provided outside that buildings for waste paper and is sufficiently distant from the main building. Every evening the waste paper of the day is collected and put into one of the receptacles.

(h) That fire buckets are always full of sand or water or in some cases it may be found suitable to keep half the number of buckets filled with water and half with sand.

(i) That old furniture is not left lying about but disposed of at once.

(j) That smoking in record rooms is strictly prohibited.

(k) That dried leaves and other litter is removed from the top of terraces at intervals.

(l) That all restrictions and rules regarding lighting issued by the local, municipal or A.R.P. authorities are strictly followed.

(m) That in all hill stations where there are fire-places for warming officers fire-guards of metal guage or netting are provided infornt of all fire-places.

6. One bell gong or more according to the size of the building should be fixed in each building which should be sounded for giving fire-alarm. When this is sounded, it is the duty of the men listed for fire-fighting to rush up to the places of fire for fighting.

### **CHAPTER III**

#### **On the outbreak of fire**

1. On the outbreak of fire, electric current should be switched off at the main.
2. Fire caused by ignited oils should be smothered at once by means of earth or sand kept in receptacles placed in suitable positions for the purposes, and water should on no account be used.
3. Immediately a fire is detected, the alarm must be given as explained in paragraph 6 of Chapter II and intimation also be given to the nearest fire brigade, to the nearest police station by phone or otherwise as described in paragraph 3 of Chapter I.
4. Immediately on the alarm being raised, every man should proceed to the post to which he is told off and make such effective efforts as he can to put out the fire, pending the arrival of the fire brigade. If buildings are equipped with fire-house and hydrants connected to the overhead tanks, they should be used to the best advantage, as it will be possible to put out major fire by a timely use of these appliances.
5. All movements should be carried out with silence and rapidity and special care must be taken to see that there is no crowding in passages and staircases.
6. As a draught of air will tend to increase the fire, all doors and windows, which it is not necessary to use for ingress or egress, should be closed.
7. All inflammable materials near the fire should be collected and carried to place of safety.

### **CHAPTER IV**

#### **General Instructions**

1. The rules in Chapters I to III are applicable for ordinary Government nonresidential buildings. These rules should be printed in English and vernaculars and be hung up in conspicuous places in every building.
2. As regards the appliances to be provided, for fire protection the Executive Engineer, who is in charge of the building will advise the head of the office of the number of fire buckets and chemical extinguishers required according to the scale fixed taking into consideration the cost of the building and the superficial area of each floor. The responsibility of seeing that the equipment is according to scale and is kept in working trim is that of the head of the office.
3. In the case of important buildings where there is insufficient means of access to the roof, the Executive Officer should consider the possibility of providing ladders of suitable length for gaining access to any part of the roof.
4. The initial supply of fire buckets and fire extinguishers together with other appurtenances, such stands, buckets etc., as well as all renewals of, and repair to the fire

buckets and fire extinguishers shall be made by the heads of the offices concerned—such works being treated as assigned to the departments concerned. If in any case, professional skill or assistance is considered necessary the Executive Engineer or the Sub-divisional Officer shall be consulted.

5. When a building is occupied by officers of more than one department, the department responsible for precautions—under these rules shall be the Revenue Department if it be one of the occupants and if not the department of the Local Government occupying the major portion of the building to be decided in each case by Superintending Engineer concerned. If, in such cases, a department of the Central Government happens to be one of the occupants, the cost of the fire appliances supplied or of the repairs thereto in respect of the portion of the building occupied by such department shall be recovered from that department.

6. A building should be the unit for purposes of fire protection. In cases where a building (whether owned by Government or hired) is used partly as an office and partly as a residence for a Government officer the department to which the office belongs shall be responsible for the provisions of fire protection appliances for the entire buildings.

7. The supply of buckets and tanks, etc., to buildings rented as offices will be arranged for by the heads of offices, occupying the buildings.

8. Responsibility for fire protection for buildings not in charge of Public Works Department is that of the head of the office occupying it.

9. The main principle underlying the rules is that the head of the office should see that his office building is protected. On that principle it is for him to supply the buckets and other appliances. For him to get the rules translated, printed and hung up, and for him to make good (with the assistance of the Executive Engineer where necessary) any other defects.

## CHAPTER V

### Practice drill

1. The head of the office should fix an officer who will be responsible for the training of the men to take part in putting out fires during day and night and conducting periodical drills. The practices must be as realistic as possible and should include relaying of sand and water from a nearby source by forming a chain of all staff available.

2. For day time the services of the several attenders and peons on duty should be utilized but for night, special watchman should be engaged.

3. Fire practices in the use of these appliances should be given by the officer appointed once a week until all the attenders, peons and night watchmen have had sufficient instruction in the use of various appliances. The chemical fire extinguishers should not be operated in these practices. The Officer should explain to the men the working of the appliances and the method of using them in case of actual fires. The descriptive leaflets and instructions which are supplied free by the suppliers to the purchaser of these appliances, will be helpful to the officer in this matter. If there is still any doubt, the officers should consult the local Public Works Department Officer who will explain matters.

4. After the initial instructions, these should be periodical refresher instructions, for new men as well for those previously informed on the use of the fire appliances at intervals of one month. As already mentioned in paragraph 3 above, the chemical fire

extinguishers should not be actually used, since any accidental damage to the glass acid tube inside may result in wasteful release of the contents. The officer should orally examine the men individually to ensure that each of them understands clearly the working of the appliances and how to use them on occasions when there is a fire. He should also test the weight of the extinguisher and the alkalinity of the solution, as detailed in the instruction sheets issued by the supplying company, and satisfy himself that the materials have not deteriorated. Once a year, however, the complete drill should be carried out with actual use of the contents of one or two of these chemical fire extinguishers, so as to form a real practice test.

5. A sufficient stock of refills, for chemical fire extinguishers, say 5 per cent spares should always be kept. New refills should be loaded immediately after use in a real fire accident and after the real practice test once a year referred to in paragraph 4 above. The instructions issued by the supplying companies contain detailed description of the procedure to be adopted in such cases which should be closely followed. If there is any doubt, the local Public Works Department Officer should be consulted.

6. A suitable day in the first week of every quarter should be selected for fire drill but in hour should not be fixed nor intimated. On the day selected an alarm should be given by the officer incharge of the arrangements at different parts of the building each time and the practice drill with appliances gone through under the guidance of the officer in as orderly a manner as possible. This should be witnessed by the head of the office or his assistant deputed for the purpose. Similar drill should be gone through during night time during the same week but on a different day.

7. A register should be kept of all such exercises and of the defects noticed with any of the appliances. This register should be inspected by the head of the office on the same day or the day following and he should take action to set right the defects.

8. A register should be kept showing the issue or the refills for the chemical fire extinguishers after each practice of fire-fight.

9. Where special hydrants are fixed inside the building and fire-hostes are kept in glass cases, all the hydrants should be tested with the houses on the drill day to ensure that they function all right and the men are fully acquainted with their uses. On the morning of the practice, the glass cases should be kept open. After the practice is over the cases should be cleaned, aired and kept in the proper places and the glass cases closed.

## **CHAPTER VI**

### **Night Watchman**

1. The watchman will be on duty from 6 a.m. every day. They will go round as soon as they come on duty to see that all doors have been locked. They will take turns (where there are more than one watchman on duty) in going around the office and record the same at the tell tale clock (where these are provided) every half-an-hour patrolling only the verandahs and corridors round the office rooms. They will carry a whistle and a stout bamboo, 1.5 metres long.

2. Where there is a head watchman or a superintendent, he will visit the watchman at uncertain hours during the night to see that they are doing their duty. During such visits he will carry on his person the set of duplicate keys of all the offices sealed in a bag. if there is only one watchman, he will have these duplicates with him.

**3.** Action to be taken in case of a fire should a watchman on his round to observe any outbreak of fire he will at once whistle for other watchman, and sound the fire alarm bell. He will act in accordance with paragraph 3 of Chapter I. The telephone exchange will at once communicate to the nearest fire station and inform them of the locality in danger. Where there are no telephones information should be communicated to the nearest police station.

**4.** If the fire is inside any one of the rooms, which can not be readily opened, the watchman and the head watchman or superintendent if available of the spot, will immediately force upon the door by means of a crowbar (which will be kept in the custody of the watchman at an approved location) and try to put the fire with the chemical fire extinguisher available. In the meantime the other watchman will get the fire buckets and pumps into operation. They will also whistle and call the watchman of the neighbouring offices, if any.

(G.O.Ms.No. 2532, Public Works, Dt. 22-8-1974)

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## APPENDIX XXII

### Standard Scale of Electrical Fittings for Court Houses, Etc.

(G.O.Ms.No. 1919, P.WD., DL 18-9-1963)

**1. Court Houses** :—Electric fans for Court-Houses may be on the following scale:

- |       |  |  |
|-------|--|--|
| (i)   | Dais   | One ceiling fan.                                   |
| (ii)  | Bar table  | One ceiling fan.                                   |
| (iii) | Presiding Officer's retiring room<br>(with the exception of Stationery<br>Sub-Magistrates)   | One table fan.                                     |
| (iv)  | Sarishtadars of District and Sub-<br>Courts and Head Clerks of Sub-<br>Courts where there is no Sarishtadar.                       | One ceiling fan.                                   |
| (v)   | Office rooms in Courts where there<br>are more than three clerks working<br>in places which can be said to be<br>particularly hot. | Ceiling fans, according to<br>actual requirements. |

Electric lights should be proposed only for such Courts or for such rooms only where work is done habitually after Bar. In such cases the number of lights should be reduced to the minimum absolutely necessary.

**2. Police Stations** :—Ordinarily fans need not be provided for police stations. In cases where it is decided to do so, a small size ceiling fan should preferably be allowed.

**3. Jails and Sub-Jails Ceiling fans** :—A large size ceiling fan may be allowed for the office room of the Superintendent of a Central-Jail, District Jail or a Borstal Institution or a Headmaster of Certified School. Fans for clerks should be allowed only in rooms where three or more clerks work. Any exception may however be made where e.g., a store or manufactory keeper or a clerk has to work in a very ill-ventilated room and it is impossible to improve conditions by structural alterations.

**Table fans** :—Jailers and Deputy Jailors and Officers of similar rank in Borstal and Certified Schools may be allowed table fans.

**Lights** :—Electric lights may be provided in clerks rooms if they work habitually after dark.

Lights may be allowed for the main gates, verandahs, passages, guard rooms, association blocks, dormitories and cells in which literate prisoners accustomed to study are confined. Lights should not be provided in other prison-cells and in association blocks and cells for literate prisoners in sub-jails.

**4. Hospitals** :—The Government do not propose to issue any general orders in regard to the provision of fans in general wards in mufassal hospitals.

**5. Veterinary Hospitals and Dispensaries** :—A small size ceiling fan may be allowed in each of the Veterinary hospitals and dispensaries for the use of the Veterinary

Assistants-in-charge. Two fans for each institution will be allowed only when there are two Veterinary Assistants.

**6. Offices-General** :—The following general principles will be supplemental to the instructions issued in memorandum No.71 O-C134-2, dated 23rd August, 1934.

(i) Electric fittings should not be provided for temporary offices.

(ii) No fans should be allowed for any single head ministerial officers if he is lower in rank than a taluk serishtadar.

(iii) (a) Officers such as Collectors, District Judges, District Superintendents of Police, District Medical Officers and Executive Engineers and all superior District Officers, may be given a big size ceiling fan in their office rooms and a table fan in their retiring rooms

(b) Fans, if any, to be provided for individual non-gazetted officers should generally be table-fans. But in the case of consulting rooms in the out-patient department of the Government Hospitals occupied by Sub-Assistant Surgeons, small ceiling fans may, if necessary, be allowed.

(iv) In officers with one or two clerks, or where only one or two clerks occupy a room, fans need not be provided except for special reasons; and

(v) Wall-plugs, table-lights and table-fans should not be provided in rooms which are provided with lights and fans, except in the case of record rooms where there may be a necessity for a hand lamp.

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## APPENDIX XXIII

### Standard Scale of Electric Fittings for Government Residences

*(G.O.Ms.No. 1919, P.WD., Dt. 18-9-1963)*

Sl.No.	Room	For Officers of the Rank of District Officers and above				
		Lights		Ceiling Fans		Wall Sockets
		Number	Type of Shade	Number	Size	
(1)	(2)	(3)	(4)	(5)	(6)	
1.	Sitting or drawing room	2	*A	1	L	1
2.	Writing room	1	A	1	S	-
3.	Bed room	1 or 2 according as the area is less than over 300sq.ft.	*C	1	L	1
4.	Dressing room	1	D or C	1	S	-
5.	Bath room	2	C	-	-	-
6.	Dining room	1	*C	1	L	1
7.	Kitchen	1	D	-	-	-
8.	Survey or matey room	1	D	-	-	-
9.	Lander or Stores	1	D	-	-	-
10.	Office room	1	A	1	L	1
11.	Clerks room	1	C	-	-	-
12.	Survey room	1	A	1	-	1
13.	Landing from stairs	1	C	-	-	-
14.	Gangway, corridors or Verandahs and lobby in Verandahs	1 For every Complete 30 Rft.	C	-	-	For each for every residence complete 30 Rft.
15.	Arch	1	C	-	-	-
16.	Servants quarters	1	D	-	-	-
17.	Staircase hall 100 Sft. Or above excluding stairs and landing	1	C	-	-	-
18.	Consulting room 100 Sft. Or above	1	C	-	-	1

\*[Memo.No.125/C1/79\_2, Tr., Rds., Blds. (C) Dept., Dt. 2-3-19 79]

Add the following under columns 3 & 8 against Items No.1, 3 and 6 in Appendix-XXIII of Andhra Pradesh P.W.D. Code.

“of which one fitting shall be fluorescent box typed (without bulb)”.

Sl.No.	Room	For Officers of the Rank of District Officers and above				
		Lights		Ceiling Fans		Wall Sockets
		Number	Type of Shade	Number	Size	
(1)	(2)	(3)	(4)	(5)	(6)	
1.	Sitting or drawing room	2	*A	1	L	1
2.	Writing room	1	A	-	-	-
3.	Bed room	1 or 2 according as the area is less than or over 300sq.ft.	*C	1	L	-
4.	Dressing room	1	D or C	-	-	1
5.	Bath room	1	C	-	-	-
6.	Dining room	2	*C	1	L	1
7.	Kitchen	1	D	-	-	-
8.	Servey or matey room	1	D	-	-	-
9.	Lander or Stores	1	D	-	-	-
10.	Office room	1	A	1	S	1
11.	Clerks room	1	C	-	-	-
12.	Survey room	1	A	1	L	1
13.	Landing from stairs	1	C	-	-	-
14.	Gangway, corridors or Verandahs and lobby in Verandahs	1	C	- SI	-	1 For each residence
15.	Arch	1	C	-	-	-
16.	Servants quarters	1	D	-	-	-
17.	Staircase hall 100 Sft. Or above excluding stairs and landing	1	C	-	-	-
18.	Consulting room 100 Sft. Or above	1	C	-	-	1

*Light Fittings:*

A. 7 ½ inches Helophase or Equilxue or similar extension shade.

B. 10 inches x 5 inches green and white opal shade.

C. 10 inches x 5 inches white opal shade.

D. 10 inches x 5 inches metal shade.

*Ceiling fans:*

L. Large size fans.

S. Small or baby size fans.

*Wall Sockets* : Five amperes combined switch and plug.

1. Proposals for the provision of such fittings in excess of the above scale as may be found necessary should be submitted to Government for sanction.

2. The Chief Engineer for Electricity is given the discretion to alter the position of the fittings suitably in consultation with the occupants if necessary.

3. In the case of out-houses, latrines etc., water tight fittings may be allowed upto a maximum of a 2 for each residence in addition to a light in each room excepting the garage.

4. No portable fittings such as table fans and table lights will be provided by Government. The tenant should arrange to provide these at his own cost.

5. The installation of an electric refrigerator or similar appliance will be allowed only on condition the occupant bears the entire cost together with the cost of a separate connection and undertakes to bear the cost, if any of disconnection if his successor in the residence does not want it.

6. The supply and renewal of bulbs should be made by the tenants at their own cost.

7. In the quarters occupied by N.G.O's (above Class iv) a maximum of two fluorescent box type fittings (without tube) may be allowed in lieu of an equal number of incandescent lights.

8. In respect of residential buildings occupied by the ministers, any type of fittings may be provided, based on the specific requisition of the ministers].

[Added by Memo.No. 125/C1179-2, Tr.Rds.Blds. (C) Dept., Dt. 2-3-1979]

**APPENDIX XXIV****Instructions**

<b>(Reference to paragraphs 245, 263, 275, 278 of the A.P.P.W.D. Code)</b>	<b>Division Data Statement for calculating rent of building</b>
1. All data statements for calculating rents of buildings which are submitted for sanction, should invariably be sent through the Accountant General for check and transmission to the Superintending Engineer or other competent authority.	No ..... , dated ..... 19 ..... Forwarded to the Superintending Engineer Circle in triplicate for approval through Accountant General, Andhra Pradesh.
2. Data statements should specify in the column for remarks, the date of completion of the work or date of beneficial use, as distinct from the dates either of final payment or of the closing of the works account. (Reference to previous data statement, if any should also be invariably quoted in this column. Vide G.O.Ms.No. 190, W., Dt. 8-2-1908 & G.O.No.1474, W, Dt. 27-7-1914).	Executive Engineer Division No ..... ,dated ..... 19 ..... Transmitted to the Superintending Engineer Circle with certificate of check Deputy Accountant General, A.P.
3. In the case of block of buildings each containing a number of quarters, the standard rent should be calculated on the proportionate cost of each of the quarters of portion and then rounded off. (G.O.Ms.No.1308, W, Dt. 27-4-1929)	No ..... , dated ..... 19 ..... The data statement is approved, Superintending Engineer, Circle.
4. The amount of rent arrived at in column (15) should be rounded off to the nearest 1 rupee or half rupee according as the calculated amount is over or less than Rs. 5 vide Subsidiary Rule under Fundamental Rule 45-A-III(c).	Copy to the Executive Engineer, Division.  Copy to the Accountant General, Andhra Pradesh.
5. The Divisional Accountant should certify at foot of the data statement that he has included all the relevant figures and verified their correctness.	

Rent data Statement from calculation of rent									Under paras 263 and 275 of the A.P.P.W.D.Code								
<i>Capital Cost</i>									<i>Cost of Maintenance and Repairs</i>			<i>Normal rate of rent on the basis of Foregoing calculation</i>					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Item No.	Name of the Building	Official designation and Salary of Occupant	Permanent or Temporary	Date of construction or Purchase	Cost of construction or purchase	Cost of Site	Departmental charges on works outlay for establishment. T&P etc. (in case the rent is calculated as per para 275 or 245 of 'D' Code.	Total	Interest on capital cost at the prescribed percentage.	Repairs at the prescribed percentage excluding municipal taxes payable by Government	Municipal or Panchayat taxes payable by Government excluding service taxes	Total	Annual – Cols.(10)+(12)	Monthly – 1/2 of col. 14	Rent hitherto charged	Rate of rent prevailing in the locality for similar accommodation (incase the rent is calculated as per para 275 of D Code	Remarks

## SUBJECT INDEX TO PART I

(Given at the end of the book)