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Govt. Circular No. 61823/P1/74/RD dt. 10.4.1976 ~~ix~~ to all Heads of Departments etc. etc.

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Sub:- Rules for the lease of land and trees within the compounds of Government Offices and Government Bungalows - Execution of temporary agreements - Instructions issued

Ref:- 1.G.O.(P)74/67/Rev dt. 22.2.1967
2.G.O.(P)1140/74/RD dt. 12.11.1974

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Rule 12 of the Rules for the lease of land and trees within the compounds of Government Offices and Government Bungalows as amended by the G.O. 2nd cited provides that if default is made in due remittance of the bid amount or of the execution of the lease deed by the auction purchaser, as prescribed in the rules the lease right is liable to be cancelled and resold by the selling Officer at the expense and risk of the defaulter the amount already paid by him being liable to forfeiture. The rule also provides that any loss resulting from the resale with interest thereon at 12 per cent per annum, shall be realised from the defaulter as if it were an arrear of public revenue due on land and he shall not be entitled to the profit if any, accruing from the resale. Condition No. 8 of the auction notice inserted to the rules as per the G.O. second cited makes the position abundantly clear.

Even though there is sufficient provision under the rules enabling Government to recover the loss, if any, sustained by Government it is considered that obtaining temporary agreements from successful bidders binding themselves to make good any loss that may be sustained by Government on account of reauction necessitated by default of such bidders would be a more certain safeguard against the tendency of such bidders to commit default and it would be desirable to obtain temporary agreement from successful bidders.

All Officers dealing with the lease of land and trees within the compounds of Government Offices and Government Bungalows are directed to obtain temporary agreements from successful bidders binding themselves to make good the loss that may be sustained by Government on account of reauction necessitated by default of such bidders as soon as the auction sale is over. A model form of the temporary agreement is enclosed herewith.

sd/- Deputy Secretary

Encl. on D1-28026/76 dt. 8.7.1976

Copy of Government Circular no. 61823/P1/74/RD dt. 10.4.1976 and model form of temporary agreement is forwarded to all Conservators of Forests and Divl. Forest officers for information and attention

sd/-

for Chief Conservator of Forests

Encl. on G2-15535/76/L.Dis dt. 26.7.1976

Copy to Sections, TR, MR, CH, ML and stock file

[Handwritten signature]

for Conservator of Forests,
Trichur

AB/27.1

/p.t.o/

[Handwritten signature]
27.1.77

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A G R E E M E N T

Articles of Agreement executed on this the day of One thousand nine hundred and seventy BETWEEN The Governor of Kerala (hereinafter referred to as "the Government") of the one part and Shri. (Here enter name and address of the tenderer) (hereinafter referred to as "the Bidder") of the other part.

WHEREAS in response to the Notice No. dated which shall form part of this Deed as if incorporated herein (hereinafter mentioned as the 'said notice') the Bidder intends to take part in the auction sale of the right of collecting the usufructs of the trees mentioned in schedule A of the said notice/the right of cultivating with good crops the land mentioned and described in schedule B of the said notice:

WHEREAS the Bidder has also deposited with the Government a sum of Rs. as earnest money for the due fulfilment of the terms and conditions in the auction sale in case his bid is accepted;

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:-

1. In case the Bidder becomes successful in the auction sale and the auction is knocked down in his favour subject to confirmation by the authority concerned, the Bidder shall pay one half of the bid amount immediately after the auction sale and the balance amount within two weeks from the date of confirmation of the auction and shall execute necessary lease deed license agreement or other agreement as may be required by the Government. In case of default of the due payment of any portion of the purchase money or execution of lease deed license agreement or other agreements the auction sale shall be liable to be cancelled and the lease right will be resold by the Officer who conducted the sale at the expense and risk of the bidder and the money shall be forfeited to the Government. Any loss that may be caused to the Government consequent on cancellation or resale plus interest thereon at 12% per annum shall be payable by the bidder forthwith.

2. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the Bidder and his properties both movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Government may deem fit.

In witnesses whereof Sri. (Here enter name and designation) for and on behalf of the Governor of Kerala and Sri. and Bidder have hereunto set their hands the day month and year shown against their respective signatures

Signed by Sri. (date).
In the presence of witnesses

- 1.
- 2.

Signed by Sri. (date).
In the presence of witnesses

- 1.
- 2.