



ఆంధ్రప్రదేశ్ రాజపత్రము

THE ANDHRA PRADESH GAZETTE
PART I - EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 139]

HYDERABAD, THURSDAY, APRIL 8, 1993.

NOTIFICATIONS BY GOVERNMENT

INDUSTRIES AND COMMERCE DEPARTMENT

(IF - CELL)

THE AZAMABAD INDUSTRIAL AREA (TERMINATION AND REGULATION OF LEASES)
ACT, 1992 - RULES.

[G.O.Ms.No. 155, Industries & Commerce (IF-CELL),
6th April, 1992]

In exercise of the powers conferred by section 21 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992, the Governor of Andhra Pradesh hereby makes the following Rules.

R U L E S

1. Short Title and Commencement : These rules may be called the Azamabad Industrial Area (Termination and Regulation of Leases) Rules, 1992.

2. Definitions :- In these rules unless the context otherwise requires,-

(a) 'Act' means the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992;

[b] 'Application', 'Form' or 'Notice' means an application, a form or notice appended to these rules;

[c] 'Premium' in relation to any demised plot of land or portion thereof means the levy of amount for development and maintenance of the infrastructure facilities of the area apart from collection of rentals;

[d] 'Rent' in relation to any demised plot of land or portion thereof means the consideration payable for the authorised occupation of the demised plot of land or portion thereof; and

[i] any charge for electricity, water or any other services in connection with the occupation of the demised plot of land or portion thereof;

[ii] any tax (by whatever name called) payable in respect of the demised plot of land or portion thereof where such charge or tax is payable

[e] 'Section' means a section of the Act;

(2) The Competent Authority shall exercise the powers and perform the following duties :-

[i] to enter into lease, order collection of premium and rentals and credit the same to the relevant head of account of the Government;

[ii] to terminate the lease deeds for breach of any of the terms or conditions of lease deed or any provisions of the Act or if the demised plot of land or portion thereof is utilised for non-industrial or unauthorised uses or residential purposes and collecting rentals or charges from other persons;

[iii] to order.....,

[a] entry upon the demised plot of land or portion thereof and make any inspection, survey, measurement, valuation or enquiry or taking levels of such land or structures;

[b] to examine and determine whether the demised plot of land or portion thereof is utilised for industrial purpose or whether there is any unutilised portion of any plot or portion thereof without any industrial activity so as to accommodate another industry on such unutilised plot of land or portion thereof;

[c] to set out the boundaries of the unutilised portion of any demised plot of land or portion thereof and to do all other acts necessary for the purposes and for the efficient administration of the Act;

[d] to permit any person to be represented by an advocate or attorney or pleader or agent who should file an authorisation from the said person in writing;

[e] to record or cause to be recorded of the evidence tendered before him and the summary and any relevant documents filed before him shall form part of the records of the proceeding;

[iv] The Competent Authority shall have the powers to add or delete the persons and legal representatives of the deceased persons to the proceeding;

[v] The Competent Authority shall, for the purpose of eviction of any person who is not eligible for grant of fresh lease and who is continuing to occupy the demised plot of land or portion thereof without any authority, evict the person as per the procedure provided under the Act;

3. If the Competent Authority is satisfied that the person authorised to occupy any demised plot of land or portion thereof in the Azamabad Industrial Area, Hyderabad (hereinafter in these rules called the Industrial Area), --

(i) has not paid rent lawfully due from him in respect of such demised plot of land or portion thereof for a period of more than sixty days, or

(ii) has sub-let the whole or any part of such demised plot of land or portion thereof or if the demised plot of land or portion thereof is utilised for non-industrial or unauthorised uses or residential purposes and collecting rentals or profits or charges from other persons;

(iii) has failed to utilise the demised plot of land or portion thereof or is not likely to utilise the unutilised portion of land for industrial purposes;

(iv) is in unauthorised occupation of any demised plot of land or portion thereof;

(v) at his own instance or at the instance of any other person undertakes or carries out construction or alterations to any structure or portion thereof in contravention of the terms or conditions on which such structure or portion thereof or the land on which it stands is held or granted under the Act or such structure or portion thereof is constructed or put up without permission and approval in writing from the Competent Authority as well as the Municipal Corporation of Hyderabad or in violation of the Rules under the relevant statutes;

(vi) committed or is committing such acts of waste as are likely to diminish materially the value or impair the utility of such demised plot of land or portion thereof;

(vii) otherwise acted in contravention of any provisions of the Act or any of the terms or conditions, express or implied, under which he is authorised to occupy such demised plot of land or portion thereof;

the Competent Authority shall, notwithstanding anything contained in any other law for the time being in force, issue in the manner hereinafter provided a notice in writing calling upon such persons to show cause why an order of eviction should not be made.

4. APPLICATION FOR FRESH LEASE :- (1) The person in occupation as on the appointed date may apply on his own option for a fresh lease to the Competent Authority in Form-A appended to these rules;

(2) GRANT OF LEASE :- Subject to the provisions of sub-section (2) of section 4 of the Act, the Competent Authority shall grant fresh lease to the person in occupation in Form-B and in accordance with the terms and conditions of lease deed in Form-G appended to these rules;

5. MANNER OF SERVICE OF NOTICE:- The notice shall

(i) specify the grounds on which the order of eviction is proposed to be made; and

(ii) require such persons concerned, that is to say, all persons in occupation who are, or may be, in occupation of or claim interest in the demised plot of land or portion thereof, to show cause, if any, against

the proposed order of eviction on or before such date as may be specified in the notice;

(iii) The Competent Authority shall cause the notice to be served on every such person under a certificate of posting or by registered post or by having it affixed on some conspicuous part of his last known place of residence or business or is given or tendered to some adult member of his family or is affixed on some conspicuous part of the demised plot of land or portion thereof or structure to which it relates and thereupon the notice shall be deemed to have been duly served on all the persons in occupation;

(iv) Every such notice given under the Act or any rule made thereunder shall be in writing over the signature of the Competent Authority or the officer authorised in this behalf by him and shall be widely made known in the locality to be affected, thereby affixing copies thereof on some conspicuous part of the demised plot of land or portion thereof on some conspicuous part of the demised plot of land or portion thereof or structure to which it relates within the said locality or by publishing the same by advertisement in a local newspaper.

(v) If a person in occupation of the demised plot makes an application in writing to the Competent Authority for extension of the period specified the Competent Authority may extend the same for a further period not exceeding thirty days.

(vi) No order under sub-section (1) of section 5 shall be made against a person in occupation until after the issue of a notice in writing to the person in occupation calling upon him to show cause within the original period of thirty days or the extended period of thirty days, why such order of eviction should not be made, and until his objections, if any, and any evidence he may produce in support of the same, have been considered by the Competent Authority;

6. MANNER OF EVICTION :- (i) If, after considering the cause, if any, shown by any person in occupation in pursuance of a notice under sub-section (1) of section 5 and any evidence he may produce in support of the same and after giving him a reasonable opportunity of being heard by himself or by advocate, attorney or pleader, the Competent Authority is satisfied that there is no justifiable cause to allow the person or persons in occupation to be in the demised plot, he may make an order of eviction, indicating reasons to be recorded therein, directing the demised plot of land or portion thereof shall be vacated on such date as may be specified in the order, by all persons who may be in occupation thereof or any part thereof and cause a copy of the order shall be served in the manner prescribed for serving notices;

[ii] Where an order is served rejecting grant of fresh lease under sub-section (2) of section 4 or otherwise, the person shall vacate and deliver vacant possession of the demised plot of land or portion thereof as required under sub-section (1) of section 5 of the Act to the Competent Authority or any other person authorised by him. If after the expiry of the period stipulated in the notice under section 5, the person in occupation fails to comply with the requirements of the notice, the Competent Authority shall serve an order of eviction under sub-section (1) of section 6 of the Act in Form (D) calling upon the person in occupation to hand over the demised plot or portion thereof within the time specified therein, which shall not exceed thirty days;

(iii) If any person in occupation refuses or fails to comply with the notice within the original period of thirty days or within the extended period of thirty days granted under sub-section (1) of section 5, the Competent Authority or any other officer duly authorised by the Competent Authority in this behalf may evict that person in occupation and take possession of the demised plot of land or portion thereof and if the Competent Authority or the officer authorised by him is resisted in the exercise of such power or discharge of such duty, he may direct in writing any Police Officer not below the rank of a Sub Inspector of Police to render such assistance as may be necessary to enable the Competent Authority or the officer authorised him to exercise such power or discharge such duty;

[iv] Where a person who has been ordered to vacate any demised plot of land or portion thereof for the reasons specified in sub-section (2) of section (4), the Competent Authority is satisfied that refusal to grant fresh lease has resulted in hardship to the person in occupation as he has been utilising the demised plot of land or portion thereof for industrial purpose and running an industry on the said land may, without prejudice to the public interest, allow such person to continue on the demised plot of land or portion thereof as a licensee for such a period on payment of such rent and subject to such conditions as may be specified;

7. MANNER OF AUCTIONING THE ARTICLES OR PROPERTY :-

(i) Where a building is forced open and an inventory of the articles is prepared under clause (a) of the proviso to sub-section (3) of section 6 of the Act in the presence of two or more witnesses, the articles so taken possession of shall be kept in a separate room duly locked and sealed. A Notice in Form (E) shall be given to the persons of the above auction;

[ii] Where any persons have been served with eviction orders or have been evicted from the demised plot of land or portion thereof under sections 5 and 6 of the Act, the Competent Authority or an officer authorised by him shall, after giving thirty days notice to the persons from whom possession of the demised plot of land or portion thereof has been taken and after publishing the notice in Form (E) in atleast one newspaper having circulation in the locality, dispose of

by public auction the articles or any property remaining on such demised plot of land or portion thereof.

[iii] Where any property is sold under clause (b) of the proviso to sub-section (3) of section 6, the sale proceeds, after deducting the expenses of the sale and the amount, if any, due to the State Government or any other authority on account of arrears of rent or taxes, charges, damages or costs, and after crediting the same to the relevant account of the State Government, shall be paid by the Competent Authority to such person or persons as he deems entitled to the same;

8. MANNER OF COLLECTION OF RENT OR EXPENSES OR DAMAGES OR MESNE PROFITS :- (i) Without prejudice to the provisions of section 4 of the Act, where any person is in arrears of rent payable in respect of any demised plot of land or portion thereof, the Competent Authority may, by issuing a notice to him, require that person to pay the same within thirty days time;

[ii] If any person refuses or fails to pay the arrears of rent payable or the expenses payable under section 6 or the penalty or damages or mesne profits payable under section 7 of the Act, the Competent Authority shall issue a certificate for the amount due to the Collector and District Magistrate who shall proceed to recover the same as an arrear of land revenue;

[iii] Where any person against whom any proceeding for the determination of arrears of rent or for the assessment of expenses under section 6 or penalty or damages or mesne profits is to be or has been taken, dies before the proceeding is taken or during the pendency thereof, the proceeding may be taken or continued against the heirs or legal representatives of that person by the Competent Authority;

9. MANNER OF LEVYING PENALTY OR DAMAGES OR MESNE PROFITS FOR UNAUTHORISED OCCUPATION :- Where any person is, or has been in unauthorised occupation of any demised plot of land or portion thereof, the Competent Authority may, in addition to prosecution that may be instituted under the Act, by order require that person to pay the penalty or damages or mesne profits for each day of such unauthorised occupation as provided under section 7 of the Act. The Competent Authority shall take into consideration the following principles in assessing the damages or mesne profits for unauthorised use and occupation of the demised plot together with any structure thereon, namely :-

[a] The rent including any enhancement rate of rent that would have been reasonably realised if the demised plot or portion thereof had been leased out on rent for the period of unauthorised use of occupation;

[b] The prevailing rates of rents of similar industrial areas in the Hyderabad City;

[c] The nature, size and standard accommodation made available with amenities;

[d] Any unauthorised structures on the demised plot of land or portion thereof given on rent or let out to any person and collection or earning of income or profits or other charges from the occupiers of the said land;

[e] Any damage caused or done to the demised plot or portion thereof resulting in diminishing its utility and further value during the period of such unauthorised use or occupation;

[f] Any inconvenience caused to the general public and loss sustained by the Government on account of such unauthorised occupation.

10. MANNER OF UTILISING UNUTILISED DEMISED PLOTS OR PORTIONS THEREOF:- (i) For the purpose of enabling the Competent Authority to determine whether there is any unutilised demised plot of land or any portion thereof in the Industrial Area and whether such portion is capable of sub-division so as to make it useful for accommodating any other industry after sub-division, the Competent Authority, after surveying and setting out the boundaries of the unutilised plot of land or portion thereof in the Industrial Area, resume such unutilised portion by issuing a notice. When such a notice is issued by the Competent Authority, the land shall vest absolutely from the date of such notice in the State Government free from all encumbrances;

[ii] If any person refuses or fails to comply with an order made above, the Competent Authority shall take possession of the land and for that purpose use such force as may be necessary under sub-section (2) of section 6 of the Act;

11. COMPENSATION PAYABLE :- (i) Where the amount of solatium is determined under section 11 of the Act, the Government shall tender payment of the solatium through a cheque to the persons entitled thereto within thirty days from the date of taking possession of the demised plot of land or portion thereof or from the date of disposal of articles or property remaining on such land through public auction as per rule 7, as the case may be, after deducting the amounts due and payable to the Government as per rules;

(ii) If the persons entitled to solatium according to the decision of the Competent Authority do not consent to receive it or if there be no person competent to receive it or if there be any dispute as to the title to receive the solatium, the Government, upon receipt of a report with details, shall deposit the amount of the solatium so determined in the Government Treasury;

(iii) Where any amount of solatium has been deposited in the Government Treasury, it may, on the application made by or on behalf of any person interested or claiming to be interested in such amount, order the same to be invested in such Government or other securities approved by the State Government and may direct the interest or other proceeds of any such

investment to be accumulated and paid in such manner to the parties interested therein;

12. FINALITY OF ORDERS :- Save as otherwise expressly provided in the Act, every decision made or order passed or proceeding taken by the Competent Authority or the Government under the Act shall be final and shall not be called in question before a civil court in any suit, application or other proceeding and no injunction shall be granted by any court in respect of any proceeding taken or about to be taken by the Competent Authority or the Government in pursuance of any power conferred by or under the Act.

F O R M - A

(RULE 4 (1))

APPLICATION FOR GRANT OF FRESH LEASE UNDER
SUB-SECTION (1) OF SECTION 4 OF THE AZAMABAD INDUSTRIAL AREA
(TERMINATION AND REGULATION OF LEASES) ACT, 1992.

To:
The Competent Authority,

.....
.....
.....

Sir,

Sub: The Azamabad Industrial Area (Termination
and Regulation of Leases) Act, 1992 -
Calling for applications for fresh lease -
Regarding.

I furnish the following information and details and
agree to enter into a fresh lease on the terms and conditions
as may be specified :-

1. Full Name of the Applicant:

2. Father's / Husband's name :

3. Address with Telephone Nos:

[a] For correspondence :

[b] Permanent address:

4. Plot No. and bounded on North by:
South by:
West by:
East by:

(2)

5. Extent under occupation :

[a] Land in Sq.yds or Sq.mts.

[b] Constructed structures
in Sq.Yds. or Sq.mts.[c] Description of constructed
structures with measurements
and with approved plans:6. Date of occupation and
the nature of agreement:7. Type of industry and
the line of manufacturing
activity being carried on
and its brief description
with constitution :8. Type of industry and the
line of manufacturing
unit now proposed to be
set up :9. Brief description of industry
and manufacturing unit and
its constitution :10. Any other particulars which the
Applicant intended to furnish:

(3)

I hereby declare that to the best of my knowledge and belief that the information and details furnished above and its enclosures are full and complete and correct. I shall also undertake to produce conclusive proof regarding the above information and details furnished in respect of the plot of land or portion thereof on an order or in any proceedings and that the burden of proving the facts in support thereof is cast on me.

SIGNATURE OF THE APPLICANT.

Place:

Date:

FORM - B

(RULE 4(2))

GOVERNMENT OF ANDHRA PRADESH
INDUSTRIES & COMMERCE DEPARTMENTLetter No. Dt:

From:

The Authority Competent,
.....
.....
.....

To:

Sub: The Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 -
Grant of lease of Plot No.
under sub-section (2) of section 4 of the
Azamabad Industrial Area (Termination and
Regulation of Leases) Act, 1992 -
Regarding.

Ref: From
Application, Dated:

Please refer to your application cited.

I am directed to state that the Competent Authority has agreed to enter into a lease deed with you under sub-section (2) of section 4 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992, on such terms and conditions agreed upon in furtherance of the objects of said Act and as specified in the Lease deed enclosed to this letter.

[2] The fresh lease deed covering the Plot of land or portion thereof and its details is briefly set out below :-

[a] Full Name of the Applicant:

[b] Father's / Husband's name :

[c] Address :

[i] For correspondence :

[ii] Permanent address:

[d] Plot No. and bounded on North by:
South by:
West by:
East by:

[e] Extent of land with constructed structures allotted on lease:

[i] Land in Sq.yds or Sq.mts.

[ii] Constructed structures in Sq.Yds. or Sq.mts.

[iii] Description of constructed structures with measurements and with approved plans:

[f] Date of allotment on lease :

[g] Type of industry and the line of manufacturing activity and its brief description with constitution :

[3] I am to state that the above lease deed shall be registered at your cost and deliver the same to be kept in the custody of the Government.

Yours faithfully,

(AUTHORITY COMPETENT)

and or

FORM - C

RULE 5 (ii)

BY REGISTERED POST - ACK. DUE

NOTICE NO. _____

DATED: _____

NOTICE UNDER SUB-SECTION (1) OF SECTION 5 OF THE AZAMABAD
INDUSTRIAL AREA (TERMINATION AND REGULATION OF LEASES)
ACT, 1992 (ACT NO.15 OF 1992)

The lease of the Schedule demised plot of land or portion thereof or other arrangements made or entered into thereof stood terminated under sub-section (1) of section 3 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992, (Act No.15 of 1992).

WHEREAS the request made for grant of fresh lease of the demised plot of land or portion thereof described in the Schedule hereunder through the reference cited was examined carefully and the same is hereby rejected for the following reasons :-

NOW, therefore in exercise of the powers conferred by sub-section (1) of section 5 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992, I hereby direct that the above Schedule Plot No. or portion thereof shall be vacated by Sri / Smt / M/s.....

(3)

Date:

To:

Copy to

.....

to affix copies of Notice on conspicuous part of the Plot No. or portion thereof or structure to which it relates within the said locality or by publishing the same by advertisement in a local newspaper.

FORM - D

(RULE 6)

BY REGISTERED POST - ACK.DUE

ORDER FOR EVICTION FROM THE DEMISED PLOT OR PORTION THEREOF
UNDER SUB-SECTION (1) OF SECTION 6 OF THE AZAMABAD INDUSTRIAL
AREA (TERMINATION AND REGULATION OF LEASES) ACT, 1992

ORDER NO. _____

DATED: _____

Sub: _____

Ref: _____

The lease of the demised Schedule plot of land or portion thereof or other arrangements made or entered into thereof stood terminated with effect from 11th July, 1992 under sub section (1) of section 3 of the Azamabad Industrial Area (Termination & Regulation of Leases) Act, 1992 (Act No.15 of 1992). Pursuantly you were called upon through the Notice cited to vacate and hand over the schedule plot, but you have failed to vacate the plot within the period specified in the notice.

NOW, therefore in exercise of the powers conferred by sub section (1) of section 6 of the the Azamabad Industrial Area (Termination & Regulation of Leases) Act, 1992, I hereby direct your eviction from the schedule premises within.....days from the date of receipt of this notice and direct you to hand over the premises toand report on or before.....failing which action will be initiated against you under sub-section (2) of section 6 of the Act and you shall be liable for all costs and consequences thereof.

THE SCHEDULE

Name of the Person and Industry	Plot No. or Portion of Plot No.	Boundaries Plot No. or Portion of Plot No.	Total Extent under occupation with structures
---------------------------------------	--	--	---

SIGNATURE AND SEAL OF THE COMPETENT AUTHORITY.

Date:

To:

Copy to

to affix copies of Notice on conspicuous part of the Plot No.
or portion thereof or structure to which it relates within the
said locality or by publishing the same by advertisement in a
local newspaper.

FORM - E

(RULE 7)

BY REGISTERED POST - ACK. DUENOTICE UNDER SECTION 6 (3) FOR DISPOSAL OF ARTICLES BY
PUBLIC AUCTION.

Sub:-

Ref:- (1)

(2)

Since you have failed to vacate the schedule demised plot of land or portion thereof byas ordered in the notice second cited and the premises was found locked, action under sub-section (3) of section 6 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 was taken and the lock of the door was broken open and all the articles found in the premises are listed as under and kept under lock and key.

(2) An amount of Rs.....
(Rupees.....only)

is payable to you towards solatium in respect of the schedule demised plot of land or portion thereof under Section 11 (1) of the Act. After adjusting the same you are liable to pay to Government the amount(s) as under :

THE SCHEDULE

(3)

(3) I hereby give notice to you to arrange for payment of amount of Rs..... (Rupees:..... only) within thirty days from the date of receipt of this Notice towards dues as on..... as shown below, failing which the articles will be disposed of by public auction for realisation of the dues :-

[i] LIST OF THE ARTICLES:

[ii] DETAILS OF DUES:

SIGNATURE & SEAL OF THE COMPETENT AUTHORITY

Date.....

(4)

To

(1)

.....

.....

(2) The Editor,

Hyderabad with a request to publish the notice in the
columns of your News Paper on..... and send four
copies of publication to this Office along with the Bill of
charges for arranging payment.

cc.....

.....

.....

to affix copies of Notice on conspicuous part of the Plot
No. or portion thereof or structure to which it relates within
the said locality in the presence of mediators.

FORM - F

(RULE 3)

BY REGISTERED POST - ACK. DUE

NOTICE UNDER SUB-SECTION (1) OF SECTION 15 OF THE
AZAMABAD INDUSTRIAL AREA (TERMINATION AND REGULATION OF
LEASES) ACT, 1992, TO STAY ERECTION OF STRUCTURE(S)

Sub :-

The lease of the demised schedule plot of land or portion thereof or other arrangements made or entered into thereof stood terminated with effect from 11th July, 1992 under section 3 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 (Act No.15 of 1992).

[2] It has been noticed that you have commenced erection of structure and carrying on alterations / additions to the existing structures on the demised schedule plot of land or portion thereof without obtaining prior written application of the Competant Authority under section 13 of the Act. You are therefore liable for prosecution and penalty under section 14 of the Act for construction and use of the premises contrary to the terms of lease originally stipulated.

[3] Now, therefore in exercise of the powers conferred by Section 15 (1) of the Act, I hereby direct you to discontinue the on-going operations in relation to such illegal erection of structure(s) with immediate effect from the date of service of the order.

(2)

[4] In case of failure to comply with the order of this notice, further action for demolition of such illegal structure(s) will be initiated apart from launching proceedings for your prosecution.

THE SCHEDULE

SIGNATURE & SEAL OF THE COMPETENT AUTHORITY.

Date:

To

.....
.....
.....

Copy communicated to

.....
.....
.....

to affix copies of Notice on conspicuous part of the Plot No. or portion thereof or structure to which it relates within the said locality in the presence of mediators.

FORM - G

(RULE 4(2))

FORMAT OF LEASE DEED FOR EXECUTION UNDER
SUB-SECTION (2) OF SECTION 4 OF THE AZAMABAD INDUSTRIAL
AREA (TERMINATION AND REGULATION OF LEASES) ACT, 1992

This indenture made this.....day of
One Thousand Nine Hundred and Ninety Three BETWEEN the
Governor of Andhra Pradesh represented by the Competent
Authority, viz., the Commissioner of Industries, Andhra
Pradesh, Hyderabad (hereinafter called the 'Lessor'
which expression shall, unless excluded by or repugnant
to the context, be deemed to include his successors in
office or representatives) of the one part;

AND

.....
.....
(hereinafter called the 'Lessee' which expression shall
unless excluded by or repugnant to the context be deemed
to include the successors, heirs, executors,
administrators, permitted assignees and other
representatives) of the other part;

WHEREAS the Government of Andhra Pradesh is the
sole owner of the piece of land, measuring.....
bearing Plot No..... situated in the Azamabad
Industrial Area at Mushirabad, Hyderabad, hereinafter
more fully described in the Schedule to this Lease Deed;

AND WHEREAS the said plot of land is free from
all encumbrances and the Lessor is entitled to grant a
lease thereof for the term hereinafter mentioned;

AND WHEREAS

.....

 has applied to the Lessor to grant him/them lease
 (hereinafter mentioned of the plot of land, measuring
bearing Plot No., situated
 in the Azamabad Industrial Area at Mushirabad, Hyderabad,
 and the Lessor has agreed with the Lessee to enter into
 Lease Deed under sub-section (2) of section 4 of the
 Azamabad Industrial Area (Termination and Regulation of
 Leases) Act, 1992 upon the terms and conditions herein-
 after set-forth for the period of.....years of the
 said piece of land for the purpose of establishing an
 industry for manufacturing.....

AND WHEREAS the Lessee has paid to the Lessor a
 sum of Rs.....as a premium for the
 lease of the said piece of land and has paid a further
 sum of Rs.....being the monthly rent for
 the said plot of land for a period from.....
 to.....

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(3)

AND WHEREAS the Lessee do hereby covenant and agree with the Lessor in the following manner :-

The said plot of land shall within thirty days from day of execution of this Lease Deed or within such extended period as may be granted in writing to the Lessee by the Lessor, be fenced in by the Lessee at his own cost with such description of wall or other fence as shall be approved by the Lessor and thereafter the said piece of land shall be kept enclosed and provided with all requisite hoarding, lighting and watching to the satisfaction of the Lessor;

Within thirty days from day of execution of this Lease Deed or within such extended period as may be granted in writing to the Lessee by the Lessor, the Lessee at his own expense provide all requisite and proper walls, fences, sewers, drains and other conveniences thereto of such description and designs respectively by obtaining prior written approval of the Lessor as well as the Municipal Corporation of Hyderabad and such structure or portion thereof shall be constructed in all respects with such plans and specifications in accordance with prior written approval by the Lessor as well the Municipal Corporation of Hyderabad and the other concerned Authorities. The Lessee shall produce a certificate which must be dated and signed by the Lessor as well as the Municipal Corporation of Hyderabad and the concerned Authorities that the structure or portion thereof has been built

(4)

conforming to and complying with the stipulations herein contained have been fulfilled as regards the erection of structure or portion thereof provided the Lessee shall have been duly observing the other terms and conditions and covenants in this Lease Deed;

The plans, sections, elevations and specifications for the construction of the structure or portion thereof to be erected upon the said piece of land and any additions or alterations to existing structure or portion thereof shall indicate in figures, lengths, breadths and thicknesses of walls, floors and state the description of material to be used and such plans, sections, elevations and specifications shall be submitted to the Lessor as well as the Municipal Corporation of Hyderabad and the concerned Authorities, in triplicate, and shall be approved by the Lessor and the said Municipal Corporation before the work of construction of the structure or portion thereof or existing structure is commenced. The said Lessee shall not make any alterations in or additions or conveniences to the structure or portion thereof or to existing structure so approved aforesaid either external or internal so as to affect any structural features thereof appearing in the approved plans unless such alterations and additions shall have been previously in like manner approved. The Lessee shall obtain the consent in writing of the Lessor for every construction, addition, alteration and convenience which consent may either be withheld or may be given by the Lessor on such terms

(5)

including the payment of enhanced rent or of a fine or premium by the Lessee as the Lessor shall in his discretion think fit;

PROVIDED that plans, sections, elevations and specifications for the erection of any additional structure and conveniences or for any intended alterations thereto which shall indicate in figures the lengths, breadths and thickness of walls, floors and scantlings of timber and state the description of the materials to be used shall be submitted to the Lessor as well as the Municipal Corporation of Hyderabad and the other concerned Authorities, in triplicate, before any such addition or alteration is commenced. A copy of every such plan and specification shall be strictly adhered to. PROVIDED THAT in making any such additions or alterations as aforesaid, all directions as may be given by the Lessor or his authorised officer shall be promptly complied with. In case any additions or alterations or conveniences to the said structure or portion thereof are not being constructed complying with the approval or directions of the Lessor or his authorised officer, the Lessee, upon receiving notice, shall thereupon rectify the works or such portion thereof as may be necessary in accordance with such notice. All notices, consents and approvals to be given under this lease shall be in writing and shall be signed by the Lessor or his authorised officer.

(6)

All materials used in the said structure or portion thereof shall be deemed to be the property of the Lessor after they have been once brought on the said land and all drains and sewers for the said plot of land shall be constructed, made and laid and connected by the lessee at his own cost to the satisfaction of the Lessor and the Municipal Corporation of Hyderabad and the other concerned Authorities in such position as shall be directed by the Lessor or as may be required by the said Municipal Corporation. The said Lessee shall also comply with all the provisions of the Factories Act, 1948, Air, Water and Environmental Pollution (Control and Prevention) Acts to the satisfaction of the concerned Authorities. The Lessee, to the satisfaction of the Lessor, the Municipal Corporation of Hyderabad, the Chief Inspector of Factories and other Authorities under the Air, Water and Environmental Pollution (Control and Prevention) Acts shall dispose of, at his own cost, such of the industry / factory refuse as may not be allowed to be drained into the public drains. The Lessee shall also at his own expense maintain and keep in repair the drains, sewers and gutters leading from the said plot of land or structure or portion thereof in accordance with the law relating to factories in force in the State of Andhra Pradesh and the law in force relating to the Municipal Corporation, Hyderabad City, without requiring any notice in that behalf from the Lessor or his authorised officer.

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All Rules, Regulations and Bye-Laws of the Lessor and of the Municipal Corporation of Hyderabad and the Factories Act relating to the structures and health and sanitation which may be in force from time to time shall be conformed to by the Lessee and the Lessee shall not permit any labourers or workmen employed by him or other persons to live upon the said piece of land;

The Lessee shall pay all charges for the consumption of filtered and unfiltered water according such rates as may from time to time to be fixed by the Andhra Pradesh Government and shall also pay all charges for taking the supply of water from the mains and shall also abide by all the Rules and Regulations and Bye laws of the Hyderabad Metropolitan Water Supply and Sewerage Board which may be in force from time to time PROVIDED ALWAYS and it is hereby expressly agreed that the Lessor or the Hyderabad Metropolitan Water Supply and Sewerage Board shall not be bound to supply any particular quantity of water or at all; it being understood that in case of scarcity, the ordinary supply of water might be reduced or even completely stopped, the Lessor or the Hyderabad Metropolitan Water Supply and Sewerage Board giving such notice or reduction or stoppage of water as under the circumstances may be reasonable;

(8)

The Lessee shall at his own cost arrange for taking the necessary connection for the supply of electrical energy from the electricity mains. The Lessee shall pay all charges for the consumption of electrical energy regularly and shall abide by all Rules and Regulations and Bye-laws of the Andhra Pradesh State Electricity Board, Hyderabad, in force from time to time.

The Lessee shall not directly or indirectly assign, transfer or otherwise part with any interest in the demised plot of land or portion thereof, the subject hereof or in the structures or materials for the time being thereon or create any sub-interest therein nor sub-let the whole or any part of such demised plot of land or portion thereof;

The Lessee shall not directly or indirectly utilise the whole or any part of such demised plot for non-industrial use or unauthorised use or residential purpose and collect rentals or profits or goodwill or charges from any other person;

During the period of demise, the said Lessee shall utilise the demised plot for the purpose expressly stated in this Lease Deed, subject to the terms and conditions including covenants and also shall not permit the said demised plot or portion thereof to be used by any other person nor any act be done or caused or suffered to be done on the said plot of land or any portion thereof or in the said structure or portion

(9)

thereof which in the judgment of the Lessor is likely to be or become a nuisance or a disparagement, annoyance or inconvenience to the Lessor or to the Lessees or Tenants of any other property in the said neighbourhood;

The Lessee shall not directly or indirectly induct outside persons into the demised plot of land or any portion thereof for any purpose whatsoever. The Lessee agrees with the Lessor that he will not sub-lease or sub-let or assign the demised plot of land or any portion thereof during the demise.

The Lessee agrees with the Lessor that he shall not enter into partnership agreement or deed or any other arrangement and induct any person into the demised plot of land or portion thereof under such partnership agreement or deed or arrangement for carrying on any activity whatsoever. Every partnership agreement or deed or arrangement together with complete details shall be submitted invariably to the Lessor for scrutiny and approval. The approval or consent to such agreement or deed or arrangement may either be withheld or may be given by the Lessor to the Lessee on such terms and conditions as the Lessor in his discretion thinks fit.

IT IS HEREBY AGREED, (1) that the Lessee during this demise shall not mortgage the said plot of land or portion thereof and the lease-hold right of the said land to the banks or any other financial institutions without the prior approval in writing of the Lessor,

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(2) that whenever any part of the rent hereby reserved shall be in arrear for the period of 30 (thirty) days whether the same shall have been legally or formally demanded or not and also if and whenever there shall be a breach of any of the covenants and conditions by the Lessee within contained the Lessor shall re-enter upon the said plot of land or portion thereof and immediately thereupon this demise and all rights of the said Lessee hereunder shall absolutely determine, (3) that the Lessee will start the Industry for which the said plot of land or portion thereof has been leased, viz.,

.....
.....
.....
within thirty days from the execution of this lease deed and any default on the part of the Lessee in this respect will entitle the Lessor to determine the lease and re-enter upon the land and take possession of the structures standing thereon.

THE LESSEE DOTH FURTHER COVENANT with the Lessor that he agrees to pay the enhanced premium and enhanced monthly rents as and when such enhancement of premium and monthly rent in respect of his plot of land or plots of land in the Azamabad Industrial Area, Azamabad, Hyderabad, is ordered by the Government.

(11)

IT IS HEREBY AGREED AND DECLARED by and between the said parties that the said Lessee shall be at liberty during the last three months of the term hereby granted provided he shall have observed and performed all the covenants and conditions herein contained and on the part of the Lessee to be observed and performed to remove at his own expense in all respects the structure erected by him upon the demised piece of land or portion thereof on the express condition which is hereby agreed to on the part of the said Lessee that such removal is completed and the ground cleared, levelled and restored to a good state and condition to the satisfaction of the Lessor or his authorised officer before the expiration of the term hereby granted.

The Lessee may make an application for the renewal of lease to the Competent Authority within sixty days before the expiry of the lease period and the Competent Authority shall consider the application of the lessee for renewal and accordingly renew the lease for a period not exceeding the original lease period or refuse to renew the same for reasons to be recorded in writing.

The Lease Deed shall be registered with the
and all other costs and expenses incidental to this Lease Deed and also to the registration of this Lease Deed shall be paid by the Lessee;

(12)

All notices and approvals to be given under this Lease Deed shall be in writing and shall be signed by the Lessor or by the officer authorised by him, as the case may be, and all such notices shall be deemed as duly served upon the said Lessee and on all the persons in occupation if the same shall have been affixed on some conspicuous part of the last known place or residence or business of the Lessee or is given or tendered to some adult member of his family or is affixed on some conspicuous part of the demised plot of land or portion thereof or structure to which it relates;

NOW THIS IDENTURE WITNESSETH that in pursuance of this Lease Deed, a sum of Rs..... (Rupees:.....) paid by the Lessee to the Lessor on..... as a premium and has also paid a further sum of Rs..... being the monthly rent for the said plot of land for a period from..... to..... and in consideration of the rents and covenants hereinafter reserved and of the covenants and terms and conditions on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee all that piece of land or portion thereof, bearing Plot No..... situated in the Azamabad Industrial Area, Azamabad, Hyderabad, more particularly described in the Schedule hereunder written TOGETHER with structures erected and built thereon, for a term of years, commencing from.....

(13)

The Lessee hereafter shall be paying monthly rental of Rs. (Rupees:) clear of all deductions on or before the day of each succeeding month for the said plot of land or portion thereof, bearing Plot No. during the said term. THE LESSEE DOETH HEREBY COVENANT with the Lessor that he shall during the said term pay at the office of the Lessor the monthly rent here before reserved upon the days and in manner aforesaid and shall also pay all rates, taxes, charges, assessments and outgoings, now payable or hereafter to become payable in respect of the said plot of land or portion thereof, bearing Plot No. and any structures for the time being standing on the said piece of land or any part thereof. IT IS FURTHER AGREED that in case of any default of the aforesaid payments, it shall be deemed as breach of covenants and conditions on the part of the Lessee entitling the Lessor to determine the lease and make re-entry upon the said demised plot or portion thereof forthwith and thereupon it shall be lawful for the Lessor to recover such amounts as due and payable by the Lessee as an arrear of land revenue under the Revenue Recovery Act. The Lessee shall also be paying unto the Lessor in the event of and immediately upon the said term being determined by re-entry under the proviso herein contained a proportionate part of the said rent for the fraction of the current month upto the day of such re-entry.

(14)

The Lessee will permit the Lessor or his authorised officers and all workmen and others employed by him or them or the Chief Inspector of Factories at any time during the term hereby granted on the day twenty four hours of previous notice to enter into and upon the said demised plot of land or portion thereof and the structure(s) or portion thereon to make inspection, survey, measurements, valuation or enquiry or taking levels of such land or structure(s) or portion and also to examine and determine whether the demised plot or portion thereof is used for the purpose expressly stated in this Lease Deed and whether there is any unutilised portion of any plot or portion thereof without any industrial activity so as to accommodate any other industry on such unutilised plot of land or portion thereof. During such inspection of the Lessor or his authorised officers and all workmen and others employed by him or them or the Chief Inspector of Factories at any time, the demised plot of land or portion thereof or structure(s) or portion shall be open at all times.

THE LESSEE DOTH HEREBY FURTHER COVENANT with the Lessor that the Lessee will not any time during the continuance of this demise, affix or display or permit to be fixed or displayed on the said demised plot or any part thereof or on the roof or external walls of any structure or erection for the time being thereon any sign-boards, sky-signs or advertisements painted or otherwise or any permanent or temporary attachment to

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any such roof or external wall of the like character without obtaining the prior consent in writing of the Lessor. The Lessee doth hereby further covenant with the Lessor that the Lessee will throughout the said term keep all and every structure erected or which may be erected on the said plot of land insured in the joint names of the Lessor and of the Lessee to the full insurable value thereof against loss or damage by fire in the insurance office to be approved by the Lessor and will produce the premium of such insurance to the Lessor as and when required by the Lessor or his authorised officer. In case of destruction of structure(s) or portion by fire and if the amount received by virtue of any such insurance in rebuilding or repairing the said plot of land or portion thereof is insufficient for this purpose, the Lessee will at his own cost rebuild or reinstate the said structure or portion thereof and whenever during the said term the said structure or any part thereof is destroyed or damaged whether by fire or storm or hurricane or otherwise, the Lessee will reinstate the same under the direction and approval of the Lessor and will continue to pay the rent hereby reserved as if no such destruction or damage by fire or storm or hurricane or otherwise has happened.

THE LESSEE DOTH FURTHER COVENANT with the Lessor that any default on the part of the Lessee in these respects will entitle the Lessor to determine the lease and re-enter upon the land and take possession of the structure(s) or portion thereof standing thereon and the

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Lessee or the unauthorised persons in occupation of the said plot of land or portion thereof shall not be entitled to any compensation towards amounts spent by them either on improving the said plot of land or portion thereof or on structures or portion thereof etc., in case of determination of the Lease.

THE LESSEE ALSO DOTH FURTHER COVENANT with the Lessor that in case he commits any breach or makes default in the performance of all or any one or more of the terms and conditions and covenants on his part herein contained it shall be lawful for the Lessor or his authorised officer deputed by him in that behalf to enter into and resume possession of the said plot of land or any portion thereof and all such structures, erections and materials as may then be found upon the said plot of land or portion thereof for the absolute use of the Lessor and thereupon this Lease shall be void and all sums paid to or deposited with the Lessor as aforesaid shall be forfeited to the Lessor and shall belong to him absolutely but without prejudice to all other legal rights and remedies of the Lessor against the said Lessee;

THE LESSEE DOTH FURTHER COVENANT with the Lessor that he will adhere to the provisions contained in the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 (Act No.15 of 1992) and the Rules made thereunder and any default on the part of the Lessee in these respects will entitle the Lessor to

(17)

determine the lease and re-enter upon the said land and take possession of the structure(s) standing thereon and thereupon the Lessee or any other person shall not be entitled to any compensation.

THE LESSEE DOTH FURTHER COVENANT with the Lessor that in case of determination of the term of the lease period by the Lessor for breach or making default in the performance of all or any one or more of the covenants and terms and conditions contained in this Lease Deed, the Lessee shall quietly deliver unto the Lessor the said piece of land or portion thereof together with all structures or portions thereof and erections which shall have been built thereon during the said term in such good and substantial repair and condition and no claim whatever by way of compensation shall be made in respect of any such matters.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set their hands and seals, the day and year first above written.

The SCHEDULE above referred to
All that piece of land containing by admeasurement.....
.....acres or thereabouts bearing
Plot No.....in the Industrial Area,
Azamabad and bounded on the

North by

South by

West by

East by

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Signed and delivered by the Lessor
represented by the Competent Authority, viz., the
Commissioner of Industries, Chirag Ali Lane, Hyderabad,
in the presence of :

1.

2.

Signed and delivered by the Lessee in the
presence of :-

1.

1.

2.

2.

M.V.NATARAJAN,
PRINCIPAL SECRETARY TO GOVERNMENT.