



ఆంధ్ర ప్రదేశ్ రాజ పత్రము

THE ANDHRA PRADESH GAZETTE
PART I—EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 246.]

HYDERABAD, SATURDAY, JULY 11, 1992.

NOTIFICATIONS BY GOVERNMENT

INDUSTRIES & COMMERCE DEPARTMENT

(IF—CELL)

APPOINTMENT OF DATE ON WHICH AZAMA-
BAD INDUSTRIAL AREA (TERMINATION
AND REGULATION OF LEASES) ACT, 1992
SHALL COME INTO FORCE.

[G. O. Ms. No. 240, Industries and Commerce
(IF—Cell). 11th July, 1992]

In exercise of the powers conferred by Sub-section(2)
of Section 1 of the Azamabad Industrial Area (Ter-
mination and Regulation of Leases) Act, 1992 (Act
No. 15 of 1992), the Governor of Andhra Pradesh
hereby appoints the 11th July, 1992 as the date on
which the said Act shall come into force.

V. CHANDRA MOWLI,
Principal Secretary to Government

(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 DEPARTMENT

Letter 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)

April 8, 1993]

ANDHRA PRADESH GAZETTE EXTRAORDINARY

21

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.

(2)

and all persons who may be in occupation of the said Schedule demised plot or any part thereof within thirty / sixty days from the date of receipt of this order / duly getting the structure(s) existing thereon demolished. Failure to demolish the structure(s) within the above period, it shall vest in Government along with the structures and no compensation is payable thereof. If any person fails or refuses to comply with this order within the period specified above, the said Sri/Smt/M/s.....

.....
and all other persons concerned are liable to be evicted from the Schedule demised plot or any part thereof, if need be by use of such force as may be necessary; and further they shall be liable for penalty under the Act and also liable for payment of damages / mesne profits at Rs.....per sq.mtr. per day from the date of expiry of the period specified above till the date of delivery / resumption of possession of the demised plot.

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.

(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.

Part I

April 8, 1993]

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 structures will be initiated apart from launching proceedings for your prosecution.

THE SCHEDULE

SIGNATURE & SEAL OF THE COMPETENT AUTHORITY.

Date:

To

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

Copy communicated to

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

to fix 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.....

(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.

(7)

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,

(10)

(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 DOETH 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 de-sired 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
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)

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 DOETH 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

(15)

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

(16)

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 DOETH 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

(18)

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.