

Andhra Pradesh Municipalities (Acquisition and Transfer of Immovable Properties) Rules, 1967

ANDHRA PRADESH

India

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Rule

ANDHRA-PRADESH-MUNICIPALITIES-ACQUISITION-AND-TRANSFER of 1967

- Published on 6 October 1966
- Commenced on 6 October 1966
- [This is the version of this document from 6 October 1966.]
- [Note: The original publication document is not available and this content could not be verified.]

Andhra Pradesh Municipalities (Acquisition and Transfer of Immovable Properties) Rules, 1967In exercise of the powers conferred by clause (c) of the sub-section (2) of Section 326 of the Andhra Pradesh Municipalities Act, 1965 (Act 6 of 1965), the Governor of Andhra Pradesh hereby makes the following rules relating to the acquisition and transfer of immovable properties by municipal councils, the same having been published at pages 420 to 449 of Rules Supplement of Part 1 of the Andhra Pradesh Gazette, dated 6th October, 1966, as required under clause (a) and (b) of sub-section (1) of Section 327 of the said Act.

1.

These rules may be called the Andhra Pradesh Municipalities (Acquisition and Transfer of Immovable Properties) Rules, 1967.

2.

(1)A municipal council shall acquire any immovable property under the following conditions, namely:-(a)the property, if intended for any purpose other than roads, bridges, culverts and quarries, is approved by the Municipal Health Officer or if there is no Municipal Health Officer by the Commissioner in consultation with the District Health Officer as to the suitability from the sanitary point of view for the purpose for which it is intended;(b)the property intended for roads, junctions, street-housing schemes and buildings covered by the detailed town planning schemes, housing schemes and other slum development schemes, is approved by the Director of

Town Planning after getting the opinion of the town planning officer or the head of the Town Planning Section in the municipality, as the case may be, from the town planning point of view and also approved by the Municipal Health Officer and if there is no Municipal Health Officer by the Commissioner in consultation with the District Health Officer from the sanitary point of view for the purpose for which it is intended.(c)the property, if intended for the construction or extension of buildings in area outside the town planning area is approved by the Municipal Engineers I and II grade in respect of the value of the property and of the Municipal Engineer III grade, if the value of the property does not exceed rupees ten thousand:Provided that in the case of a municipality where there is a municipal engineer and when the value of the property exceeds rupees ten thousand or where there is no Municipal Engineer, the approval of the Executive Engineer (Public Health) of the division or the Sub-Divisional Officer acting under his orders shall be obtained as to the suitability of the purpose for which it is intended.(d)the property, if its value exceeds Rs. 2,500 and if it is intended for educational purposes, is approved by the District Educational Officer also;(e)the property, if its value exceeds Rs.2,500 and if it is intended for hospitals and dispensaries, is approved by the District Medical and Health Officer also;(f)in the case of buildings, a valuation certificate regarding structural stability are obtained from the Municipal Engineer or if there is no Municipal Engineer, from the Executive Engineer (Public Health) of the division or of the Sub-Divisional Officer acting under the orders of the Executive Engineer (Public Health);(g)any immovable property may be acquired under the Land Acquisition Act, 1894;(h)in case such a property is proposed to be acquired otherwise than under the Land Acquisition Act, 1894, the prior approval of the District Collector shall be obtained. While according his approval, the District Collector shall determine the value at which the property is to be acquired and thereafter the Municipal Council shall obtain the sanction of the Government before acquiring the property.(i)in every case where the consideration for the property is not less than Rs. 250 an encumbrance certificate is obtained from the Registration Officer in respect of such property the charges being met from the municipal funds and examined by the Standing Council of the municipal council and where there is no Standing Counsel, by any other council engaged for that purpose unless the nature of the transaction as such as will by law, pass the property free of all encumbrances; and(j)Where the properties acquired with the prior approval of the District Collector in accordance with Section 2 of the Act, if the valuation and the certificate regarding structural stability are obtained from an Executive Engineer (Public Health) or a Sub- Divisional Officer acting under his orders, the municipal council shall pay to the Government in respect of the services so rendered a fee (which shall be credited to the Public Health Engineering Department's account) calculated at the rate of one percent of the value of the buildings, subject to a minimum of 35 rupees. The municipal council shall also pay the travelling allowances of these officers in respect of journeys performed by them in accordance with the Andhra Pradesh Travelling Allowance Rules. The minimum fee of 35 rupees and the travelling allowance of the officer concerned shall also be payable by Municipal council in cases, where an Executive Engineer (Public Health) or a Sub-Divisional Officer acting under his orders, inspects a building but does not actually furnish the valuation and certificate regarding structural stability on the ground that the building is found unfit for purchase.(2)The deed transferring the property to the Municipal Council shall be in the appropriate form in Schedule I appended to these rules, with such variations as circumstances may require.(3)The provisions of sub-rules (1) and (2) shall not apply to a case where the municipal council has to purchase immovable property brought to sale in execution of a decree obtained by it.

3. Transfers otherwise than by lease of immovable property vesting but not belonging to municipal council.

(1)Immovable property vesting in, but not belonging to a Municipal Council shall not be transferred or charged in contravention of the conditions subject to which such property became vested in the council.(2)The deed transfer of immovable property shall be in the appropriate form in Schedule II appended to these rules, with such variations as circumstances may require.

4. Transfers otherwise than by lease of immovable property vesting in municipal council.

(1)A municipal council shall not without the previous sanction of the Collector of the District, make or sanction any transfer except by way of these, of any immovable property, belonging to it or create or sanction of the creation of any charge upon any such property. If the value of the property so transferred or the amount for which the charge is so created exceeds Rs.10,000 the previous sanction of the Government shall also be obtained for the transaction.(2)The deed of transfer of immovable property shall be in the appropriate form in Schedule II appended to these rules with such variations as circumstances may require.

5. Transfer by lease of immovable property belonging to municipal council.

(1)A municipal council may lease out any immovable property belonging to it for a period of three years at any one time and if it is for a period exceeding three years but not exceeding twenty-five years at a time it may lease out, after obtaining the prior sanction of Government.(2)Whenever any lessee is permitted to put up any building or structure whether of masonry, brick, mud or metal in the land belonging to municipal council, the prior sanction of the Director of Municipal Administration shall obtained therefor who may impose such conditions as he may think fit.(3)The lease deed shall be in Form III (a) in Schedule III appended to these rules with such variations as the circumstances may require;

6. Transfer by lease of immovable property vested in but not belonging to a municipal council.

(1)A municipal council may lease out any property vested in it but not belonging to the council other than road sides street margins:Provided that no lease shall be granted-(a)in contravention of the conditions subject to which such property became vested in the council.(b)for a period exceeding twelve months without the previous sanction of the Director of Municipal Administration:Provided further that no such lease shall be valid, if the lessee is permitted to put any building or structure whether of masonry, bricks, wood, mud or any other material, unless the sanction of the Government in the case of Government lands and of the Director of Municipal Administration in other cases had been obtained therefor.(2)The lease-deed shall be in Form III (a) in Schedule III appended to these rules with such variations as circumstances may require.

7. Lease of road sides and street margins.

(1) Lease of road sides and street margins vested in a municipal council shall be subject to the conditions and restrictions imposed by the Commissioner and the rules made by the Government under sub-section (5) of Section 193 of the Andhra Pradesh Municipalities Act, 1965. (2) The lease-deed shall be in Form III (b) in Scheduled III appended to these rules with such variations as circumstances require.

8. Publication of proposed transfers and leases.

(1) In every case of transfer falling under Rules 2 and 3, the municipal council shall publish a notice of the proposed transfer giving full particulars of the property to be transferred, the name of the proposed transferee and the considerations for the transfer (a) in the District Gazette, if the consideration for the transfer exceeds Rs. 1,000; (b) by affixture in a conspicuous position (i) at the offices of the municipal council, the Collector of the district and the Revenue Divisional Officer; (ii) at the taluk office. (iii) at the village chavadi of the village in which the property is situated; and (iv) on the property to be transferred. (2) In case of leases under Rules 4 and 5 notices should be published giving full particulars of the properties to be leased and the consideration for the rent reserved under the lease together with the name of the lessee and the period of lease, in the municipal office and also other public places. (3) In every case where such transfer or lease is to be by public auctions a notice of the proposed transfer in Form A, appended to these rules with full particulars of property to be transferred or leased shall be published (a) in the District Gazette and in one or two prominent local newspapers circulated within the jurisdiction of the municipal council, if the consideration for the transfer exceeds Rs. 1,000 or if the rent reserved under the lease exceeds Rs. 500 per annum; (b) in the manner specified in clause (b) of sub-rule (1) and sub-rule (2); (c) by beat of drum in suitable places; and (d) by announcing through microphone where it is possible to do so. (4) The municipal council may dispense with the publication in the District Gazette and the newspapers as required by sub-rule (3) in the case of leases which are granted during the course of a financial year owing to the failure of the original lessee to fulfil the terms of his lease. (5) The municipal council shall consider objections, if any received within thirty days from the date of publication of notice.

9. Transfers and leases to be subject to conditions of transferee or lessee paying assessment, ground rent, peshkash or quit-rent to Government.

(1) Except in cases falling under sub-rules (3) and (4) of this rule no transfer or lease of any immovable property made by the municipal council shall be valid unless it be a condition thereof that the transferee or lessee shall be liable to pay to the Government such assessment, ground-rent, peshkash or quit-rent as the Collector may determine to be payable in respect of the property and that the said assessment, ground-rent, peshkash or quit-rent is subject to revision from time to time in accordance with the rules in force at the time of such revision except in respect of quit-rent on enfranchised inam lands and peshkash on lands in proprietary villages acquired by the municipal council by private negotiation. (2) Nothing contained in this rule shall affect the right of the Government to recover from the municipal council the assessment, ground-rent, peshkash or

quit-rent leviable on lands not transferred by sale or exchange or otherwise permanently alienated.(3)In cases where the assessment, ground-rent peshkash or quit-rent leviable on the land after transfer is already being paid by the municipal council and the land is not transferred by sale or exchange, leased in perpetuity or otherwise permanently alienated, the municipal council shall continue to pay such assessment, ground-rent, peshkash or quit-rent and the liability shall not be imposed on the transferee.(4)In the case of leases falling under Rule 7, the municipal council shall furnish the Collector with a return of such leases whereupon the Collector will fix the assessment or ground-rent on the basis of the information in the return and collect it from the municipal council.

Schedule 1

Form 1 (a)Transfer by SaleThis indenture made the day of 19 between Sri son of Sri residing at (hereinafter called the "vendor" which expression shall where the context so admits includes his heirs, executors, administrators and legal representatives) of the one part and the Municipal Council of Municipality constituted under the Andhra Pradesh Municipalities Act, 1965 (Act 6 of 1965) (hereinafter called the "purchaser" which term shall mean and include its representatives and successors in office and assigns) of the other part;Whereas the vendor is absolute owner of the schedule mentioned property.And whereas the purchaser in exercise of its powers agreed with the vendor to purchase the Schedule mentioned property free from encumbrances at the price of rupees,-Now, this indenture witnesseth the as follows:- (1) That in pursuance of the said agreement and in consideration of the sum of rupees paid to the vendor by the purchaser on or before the execution of these presents (the receipt whereof the vendor doth hereby acknowledge) he the vendor doth hereby gent, convey and assign unto the purchaser all that piece or parcel of land premises situated in and more particularly described in the schedule hereunder written and which together with the messuage or tenement erected thereon is commonly called or known as together with all buildings, godowns, trees, common hedges, ditches, fences,ways, waters, water-courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land messuage and premises of any of them in any wise appertaining or here to before occupied or enjoyed therewith and all the estate right, title, interest, property claim and demand whatsoever of the vendor unto and upon the same premises to have and to hold said piece or parcel of land, messuage and premises hereby granted conveyed and assigned upto the purchaser forever and the vendor both hereby convenient with the purchaser that he the vendor now hath good right and title to grant convey and assign the premises hereby granted, conveyed and assigned unto the purchaser in manner aforesaid. And that the purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the said premises free from encumbrances whatsoever and receive the rents and profits thereof without any unlawful eviction,interruption, claim or demand whatsoever from or by the vendor or any other person or persons and further that the vendor and all persons having lawfully or equitably claiming any estate or interest in the said premises or any of them or any part thereof from under or in trust for the vendor or from or under any of his ancestors shall and will from time to time and at all times hereafter the request and cost of the purchaser do execute and registrar or cause to be done, executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof upto the purchaser in the manner aforesaid as shall or may be reasonably required.In witnesses whereof the vendor hath hereunto set his hand and seal on the day year first above written in the presence of witnesses.

1.

2.

The Schedule above referred to All that piece or parcel of land and premises situated in the village of in the registration sub-district of i n the registration district of and bounded on the north by on the south by on the east by and on the west by bearing resurvey No and sold survey No and containing on the whole by admeasurement.(be the same more or less)Signed, sealed and delivered by the above named in the presence ofSigned, by the Chairman of the Municipal Council in the presence ofThe common seal of the Municipal Council was hereunto affixed in the presence ofWitness:

1.

2.

Form 1(b)Transfer by leaseThis indenture made this the day of one thousand nine hundred and between Sri residing at and carrying on business at (here in after called the "the lessor" which expression where the context and admits shall include his heirs, executors, administrators, legal representatives and assigns) of the one part and the Municipal Council of Municipality constituted under Andhra Pradesh Municipalities Act, 1965 (Act 6 of 1965) hereinafter called the lessee which expression where the context so admits shall include its representatives, successors, in office and assigns of other part:Witnesseth as follows:

1. In consideration of the rent hereby reserved and of the covenants by the lessee herein contained the lessor demises unto the lessee all that piece or parcel of land together with the building and premises know as situated in the registration sub-district of in the registration district of bearing Survey No and more particularly described in the schedule hereto for the term of years from the days of 19 paying therefore in advance the monthly rent of Rs. clear of all deductions the first of such payments to be made on the day 19

2. The lessee covenants with the lessor as follows:-

(1)To pay the reserved rent on or before the first day of each month in advance and in manner aforesaid.(2)To bear and pay future taxes, charges, assessments and outgoings payable in respect of the said premises.(3)To keep the exterior and the interior of the demised premises and all additions thereto, the boundary wall and fences thereof the drains soil and other pipes sanitary and water apparatus electric fittings and fixtures thereof in good and tenantable repair and condition.(4)Not to make or permit to be made under any circumstances, any alterations in additions to the demised buildings without the previous consent in writing of the lessor provided always that if the lessee is permitted to make any alterations by the lessor the lessee shall not be entitled to any compensation

therefor.(5)To permit the lessor with or without workmen or others at all reasonable times on giving one day's previous notice to enter upon the demised premises and to view the condition thereof and upon notice being given by the lessee to repair within one month from the service of the notice in accordance therewith.(6)Not to assign, under let or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the lessor.(7)To yield up the demised premises with all fixtures, and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants herein contained.

3. The lessor covenants with the lessee as follows.-

(1)That the lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall peaceful hold and enjoy the demised premises during the said term without any interruption by the lessor or any person rightfully claiming under or in trust for him.(2)To carry out all repairs by the main walls, roof and foundations due to fair wear and tear, the decision of the Executive Engineer (Public Health) for the time being of division as to the necessity for such repairs being final.

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

(1)If the rent hereby reserved or any part thereof shall unpaid for 14 days after becoming payable (whether formally demanded or not) or if any covenant on the lessee's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of breach of any of the lessee's covenants herein contained.(2)If the lessee shall desire to determine the present demise and shall give to the lessor three calendar month's previous notice in writing of such desire then immediately on the expiration of the three calendar months the present demise and everything herein contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant.(3)That the lessor will on the written request of the lessee made within three calendar months before the expiration of the term hereby granted to the lessee a lease of the demised premises for the further term of years and containing the like covenants and proviso(s) as are herein contained expect the/including a covenants for renewal in witness whereof the lessor hath hereunto set his hand and seal and the common seal of the Municipal Council of the lessee hath hereunto affixed the day year first above writtenThe Schedule above referred toAll that piece or parcel of land premises situated in the village of in the registration sub-district of in the registration district of and bounded on the north by on the south by on the east by and on the west by bearing resurvey No. old survey No. and containing on the whole by admeasurement.(be the same more or less).Signed, sealed and delivered by the above named in the presence ofSigned by the Chairman of the Municipal Council of Municipality in the presence ofThe common seal of the Municipal Council ofMunicipality was hereunto affixed in the presence ofForm 1(c)Transfer by mortgageThis Indenture made the day of 19 between son of residing at....(hereinafter called "the mortgagor" which expression shall where the context so admits include his heirs, executors, administrators and legal

representatives) on the one part and the Municipal Council of Municipality constituted under the Andhra Pradesh Municipalities Act 1965 (Act 6 of 1965) (hereinafter called Mortgagee' which expression shall where the context so admits include its successors, representatives and assigns) of the other part. Whereas the mortgagor is well and truly entitled to and possesses of the piece or parcel of land and premises described in the schedule hereto: And whereas the mortgagee has agreed to lend the mortgagor the sum of Rs. on or before the execution of these presents paid to the mortgagor by the mortgagee (the receipt whereof the Mortgagor both hereby acknowledge) he the mortgagor doth hereby give, grant and assign unto the mortgagee an usufructuary mortgage of all that piece or parcel of land situate in and more particularly described in the schedule hereunder written and which together with mesurage or tenement erected thereof is commonly called or known as together with all buildings, godowns, trees common hedges, ditches fences, ways, waters, water-courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land, messuage and premises or any of them in anywise appertaining or hereto force or hereafter to be occupied or enjoyed therewith. And all the estate, right title, interest, property claim and demand whatsoever of the mortgagor into and upon the same premises to have and to hold the said piece or parcel or land message and premises hereby granted conveyed and assigned or expressed so to be unto the mortgagee for every subject to the proviso for redemption hereinafter contained. The mortgagor hereby declares that he has put the mortgagee in possession of the mortgaged property and that the mortgagee shall continue in such possession of the property until the said sum of Rs. is repaid to the mortgagee and that the mortgagee shall appropriate the rents and profits accruing from the property in lieu of the interest due in respect of the mortgagee money. And the mortgagor doth hereby covenant with the mortgagee that he the mortgagor will as long as any money shall remain due on the security of these presents keep all the messuages and buildings now existing or hereafter to be erected on the said premises hereinbefore expressed to be hereby granted conveyed and assigned in good and substantial repair and insured against loss or damage by fire in the sum of Rs. at least in same office or offices approved by and in the name of the mortgagee and will duly and punctually pay all premiums and sums of money necessary for such purpose and for keeping such insurance on foot and also all quit-rent assessment rates taxes and other outgoing for the time being payable in respect of or charged upon the said premises or any of them and will forthwith deliver to the mortgagee the policy or policies of insurance and the receipt for every sum payable as aforesaid and that if default be made in keeping the said buildings so repaired or in effecting or keeping on foot such insurances or in payment of any such quit-rent, assessment rates, taxes and other outgoings as aforesaid, or in so delivering any policy or policies or receipt as aforesaid it shall be lawful but not incumbent upon the mortgagee to put the said premises into proper and substantial repair or (as the case may be) to insure and keep insured the said buildings for any sum not exceeding the amount aforesaid and to pay the premiums and all expenses incurred in so doing or (as the case may be) any quit-rent, assessment rates, taxes, or other outgoing as aforesaid, And further that the mortgagor will forthwith repay to the mortgagee all such premiums expense and other moneys with interest thereon at the rate of per cent per annum from the time of each payment and that until repayment the premises hereby mortgaged shall stand charged with the amount to be repaid and interest thereon at the rate aforesaid and that all moneys received in respect of any insurance shall at the option of the mortgagee be applied either in reinstating or restoring the

buildings insured in or towards payment of the money for the time being on the security of these presents. And the mortgagor doth hereby covenant with the mortgagee that he the mortgage now hath power to give and grant this as usufructuary mortgage unto the mortgagee and it is hereby expressly agreed and declared that on payment at any time by the mortgagor to the mortgagee of the said sum of Rs. and all other moneys, if any, due under these presents the mortgagee shall at the request and cost of the mortgagor recover and reassign unto the mortgagor or as he may direct, all and singular the plot or piece of land and premises hereby expressed to be granted, conveyed or assigned. In witness whereof the mortgagor hath, hereunto set his hand and seal the day and year first above written. The schedule above referred to All the piece or parcel of land and premises situated in the village in the registration sub-district of in the registration district of and bounded on the north by on the south by on east by and on the west by bearing resurvey No and old survey No. and containing on the whole by admeasurement (be the same or more or less). Signed, sealed and delivered by the above named in the presence of -Witnesses:

1.

2.

Form 1(d) Transfers by gift This indenture made the day one thousand nine hundred between son of residing at (hereinafter called "the donor" which expression shall where the context admits include his heirs, executors, administrators and legal representatives) of the one part and the Municipal Council of Municipality constituted under the Andhra Pradesh Municipalities Act, 1965 (Act 6 of 1965) (hereinafter called the donee' which expression shall where the context admits include its successors and assigns) of the other part. Whereas the donor is well and sufficiently entitled free from encumbrances to the piece or parcel of land and premises hereinafter described and intended to be hereby granted, conveyed and assigned. And whereas the donor has agreed to transfer the said piece or parcel of land and premises to the donee as a gift subject to the payment by the donee of all existing and future taxes, charges, assessment and ground rent in respect of the same and the donee has agreed to accept the same subject to such conditions. And whereas the said piece or parcel of land and premises is of the value of Rs. for the purpose of stamp duty. Not this indenture witnesseth as follows That the donor doth hereby give, grant, convey and assign unto the donee who hereby accepts the same all that piece and parcel of land bearing survey No situated in the village of in the registration sub-district of in the registration district of and more particularly described in the schedule hereunder written together with all buildings, trees, commons, liberties, privileges, easements advantages and appurtenances whatsoever to the said piece or parcel of land buildings and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith and all the estate right, title, interest, property, claim and demand whatsoever of the donor into and upto the same premises to have and to hold the said piece or parcel of land and premises hereby granted, conveyed and assigned into the donee forever and the donor doth hereby covenant with the donee that the donor now hath good right to grant convey, and assign the premises hereby granted, conveyed and assigned unto the donee in the manner aforesaid and that the donee shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises free from all encumbrances whatsoever without any lawful eviction, interruption claim or demand whatsoever from or by the donor or any person claiming under or in trust for him and further that the donor

and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for the donor or from or under any of his ancestors shall and will from time to time and all times hereafter at the request and cost of the donee do execute and register or cease to be done executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the donee in the manner aforesaid of as shall or may be reasonably required. The Chairman of the Municipal Council of Municipality in token of acceptance of the gift has also signed this deed, in witness whereof the parties have hereunto set his hand and seal and the common seal of the Municipal Council of Municipality the donee has hereunto affixed the day and year first above written. The Schedule above referred to All that piece of parcel of land premises situated in the village of in the registration sub-district of in the registration district of and bounded on the north by on the south by and on the east by and on the west by bearing resurvey No. and old survey No. and containing on the whole by admeasurement (be the same more or less) Signed, sealed and delivered by the above named in the presence of Signed by the Chairman of the Municipal Council of Municipality in presence of the common seal of the Municipal Council was hereunto affixed in the presence of. Witnesses

1.

2.

Schedule 2

Form 2(a) Transfer by sale This Indenture made the day of 19 between the Municipal Council of Municipality constituted under the Andhra Pradesh Municipalities Act, 1965 (Act 6 of 1965) [hereinafter called "the vendor" which expression shall where context so admits included its successors, representatives and assigns] of the one part (and) son of residing at (hereinafter called the purchaser' which expression shall where the context so admits include his heirs, executors, administrators, legal representatives and assigns) of the other part. Whereas the vendor is the absolute owner of the land and premises described in the schedule hereto and has agreed with the purchaser for the sale to him of the same subject to the quit rent (if any) payable in respect of the same but otherwise free from encumbrances for the sum of Rs. . And Whereas the Collector of district by an order No. date the day of has sanctioned the sale of the property hereinafter contained. And whereas the Government of Andhra Pradesh have also by an order No. date the day of sanctioned the sale of property hereinafter contained. (Note:- Retain this if the value exceeds Rupees ten thousands). And whereas due notice of the sale of the property hereinafter contained has been given in accordance with the provisions of the rules relating thereto. Now this deed witnesseth as follows:- 1. That in pursuance of the said agreement and in consideration of the sum of Rs. to the vendor paid by the purchaser on or before the execution of these presents (the receipt whereof the vendor doth hereby acknowledge) the vendor as beneficial owner and in pursuance of every statutory and other authority it hereunto enabling doth hereby grant, convey and assign unto the purchaser. All that piece or parcel of land situated in. and more particularly described in the schedule hereunder written and which together with the messuage or tenement erected thereon is commonly called or known as. Together with all buildings, godowns, trees, commons, hedges,

ditches, fences, ways, water courses, liberties, privileges, easements, advantages and appurtenances, whatsoever to the said piece or parcel of land messuage and premises or any of them in anywise appurtenant or here to force occupied or enjoyed therewith and all the estate, right, title, interest, property, claim and demand whatsoever of the vendor into and upon the same premises. To have and to hold the said piece or parcel of land messuage and premises hereby granted conveyed and assigned into the purchaser forever. And the vendor both hereby covenant with the purchaser that the vendor now hath good right to grant convey and assign the premises hereby granted, conveyed and assigned unto the purchaser in manner aforesaid. And that the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises free from all encumbrances whatsoever and receive the rents and profits thereof without any lawful eviction, interruption claim, or demand whatsoever from or by the vendor or any other person or persons. And further that the vendor and all persons lawfully or equitably claiming an estate or interest in the said premises or any of them or any part thereof from under or in trust for the vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser do execute and register or cause to be done, executed and registered and all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchaser in manner aforesaid as shall or may be reasonably required and the purchaser doth hereby covenant with the vendor that he the purchaser as aforesaid will at all times hereafter pay all assessments and taxes that may now be payable or at any time hereafter be levied or imposed upon the said premises hereby conveyed by the Government Andhra Pradesh under any rules that are now or may hereafter be in-force for the levy of assessments and taxes on lands and premises of a like nature. In witness where of the common seal of the Municipal Council of Municipality was hereunto affixed and (Chairman) has hereunto affixed his hand and seal the day and year first above written. The Schedule above referred to All that piece or parcel of land situated in village of in the registration sub-district of in the registration district of bearing Resurvey No. Original Survey No. bounded on the North by....on the South by on the East by or on the West by and containing by admeasurement or thereabouts Signed by the Chairman of the Municipal Council of Municipality in the presence of The common seal of the Municipal Council of was hereunto affixed in presence of. Signed, sealed and delivered by the above named in the presence of, Witnesses

1.

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2.

.Form 2(b)Transfer by exchangeThis Indenture made the day of. 19 Between the Municipal Council of Municipality constituted under the Andhra Pradesh Municipalities Act, 1965 (Act 6 of 1965) (hereinafter called "Municipal Council" which expression shall where the context admits include its successors and assigns) of the first part And son of residing at (hereinafter called the party of the second part which expression shall where the context so admits include his heirs executors, administrators, legal representatives and assigns) of the other part. Whereas the Municipal Council is well and truly entitled to and possessed of the piece of parcel of land more particularly described in the first schedule hereto, together with the buildings thereon free from encumbrances and the

party of the second part is also well and truly entitled to and possessed of the piece of parcel of the land more particularly described in the second schedule hereto together with the buildings thereon free from encumbrances. And Whereas the parties hereto have agreed to effect such exchange as is hereinafter contained of the said pieces or parcels of land more particularly described in the first and second schedules hereto respectively. And Whereas the Collector of district by an order No. dated the day of has sanctioned the exchange of the properties in manner hereinafter contained. (And Whereas the Government of Andhra Pradesh have also by an order No. dated the day of sanctioned the exchange of the properties in manner hereinafter contained). (Note:- Retain this if the value exceeds Rupees ten thousand). And Whereas due notice of the exchange in manner hereinafter contained has been given in accordance with the provisions of the rules relating thereto. Now this Indenture Witnesseth:- (1) That in consideration of the conveyance by the party of the second part hereinafter contained the Municipal Council in pursuance of every statutory and other authority thereunto enabling it doth hereby grant, convey and assign unto the party of the second part All that piece or parcel of the value of Rs. or thereabouts situated in and more particularly described in the first schedule hereunder written and coloured on the map of plan marked A, hereunto annexed Together With all, buildings, trees, commons, hedges, ditches, fences, eays, water courses, liberties, rivileges, easements, advantages and appurtenances, whatsoever to the said piece of parcel of land. and premises or any of them in anywise appurtenanting or heretofore occupied or enjoyed therewith and all the estate, right, title interest property claim and demand whatsoever of the Municipal Council into and upon the same premises to have and to hold the said piece or parcel of land and premises hereby granted and assigned or expressed so to be unto the party of the second part forever and the party of the second part doth hereby covenant with the Municipal Council that he the party of the second part will at all times hereafter pay the assessment or ground-rent of or such other amount as the Collector of may from time to time determine and any other ground-rent assessments and taxes that are or may from time to time be levied upon the said piece or parcel of land or premises by the Central Government or Government of Andhra Pradesh or by any local or other authority and this indenture further witnesseth that in consideration of the conveyance by the Municipal Council hereinbefore contained the party of the second part doth hereby grant convey and assign unto the Municipal Council all that piece or parcel of land if the value of rupees or thereabouts situated in and being more particularly described in the second schedule hereunder written and coloured on the map or plan marked B hereto annexed together with all buildings, trees, commons, hedges, ditches, fences, ways, waters, water courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land and premises or any of them in anywise appurtenanting or heretofore occupied of enjoyed therewith and all the estate right title interest property claim and demand whatsoever of the party of the second part into land upon such last mentioned premises to have and to hold the said piece or parcel of land and premises lastly herein in before expressed to be hereby granted conveyed and assigned unto the Municipal Council forever and the Municipal Council doth hereby covenant with the party of the second part that the Municipal Council will at all times hereafter pay the assessments and taxed that are or may from time to time be levied upon the said piece or parcel of land or premises by the Central Government or the Government Andhra Pradesh or by any local or other authority and the parties hereto mutually covenant and agree each with the other of them that notwithstanding any act, deed or thing done or executed or knowingly suffered to the contrary they now have good right to grant convey and assign respectively the said premises expressed to be

hereby granted, conveyed and assigned in the manner aforesaid and either party shall and may at all times hereafter peaceably and quietly possess and enjoy such last-mentioned premises and receive the rents and profits thereof without any lawful eviction, interruption claim or demand whatsoever or by the other party or any persons lawfully, or equitably claiming from under or in trust for the said party and free from all encumbrances whatsoever made or suffered by either party or any person or persons lawfully or equitably claiming as aforesaid and further that the parties and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for any of the parties shall and will from time to time and at all times hereafter at the request and cost of the other party do execute and register or cause to be done or executed and registered all such acts, deeds and things whatsoever for further any more perfectly assuring such last mentioned premises and every part thereof unto the other party in manner aforesaid as shall or may be reasonably required. In witness whereof parties have signed and sealed this deed on the day and the year first above written in the presence of. Witnesses:

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.The first Schedule above referred to All that piece or parcel of land coloured in the plan marked 'A' attached hereto and situated in the village of in the registration sub-district of in the registration district of bearing Survey No. .original Survey No Resurvey No. bounded on the north by on the east by on the south by and on the west by and containing by admeasurement or thereabouts. The second Schedule above referred to: All that piece or parcel of land coloured in the plan marked 'B' hereto attached and situated in the village of in the registration sub-district of in the registration of district of bearing Resurvey No. Original No. bounded on the north by on the east by on the south by .and on the west by and containing by admeasurement or thereabouts. The common seal of the Municipal Council hereunto affixed in the presence of. Signed, by the Chairman of the Municipal Council of. Municipality in the presence of. Signed sealed and delivered by the above named in the presence of Witnesses.

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.Form 2 (c)[See Rule 3(2)]Transfer by mortgage This indenture made by the day of 19 between the municipal Council of Municipality constituted under the Andhra Pradesh Municipalities Act, 1965 (Act 6 of 1965) (hereinafter called "the mortgagor" which expression shall where the context so admits include its successors and assigns) of the one part and son of residing at (hereinafter called "the mortgagee" which expression shall where the context so admits include its heirs, executors,

administrators and legal representatives) of the other part. Whereas the mortgagor is the absolute owner of the piece or parcel of land and premises described in the schedule hereto. (And whereas the mortgagee has agreed to lend the mortgagor the sum of Rs. on having the repayment thereof with interest at the rate hereinafter mentioned secured in manner hereinafter appearing). And where as the Collector of district by an order No. date the day of 19 has sanctioned the mortgagee of the properties in manner hereinafter contained. And whereas the Government of Andhra Pradesh have also by an Order No. dated the day of sanctioned the mortgage of the properties in manner hereinafter contained.) And whereas due notice of the mortgage in manner hereinafter contained has been given accordance with the provisions of the rules relating thereto. Now this indenture witnesseth that in consideration of the sum of Rs. on or before the execution of these presents paid to the mortgagor by the mortgagee (the receipt whereof the mortgagor doth hereby acknowledge) the mortgagor doth hereby covenant with the mortgagee that the mortgagor will on demand pay to the mortgagee the sum of Rs. .with interest therein as the rate of Rs. per cent per annum. And this indenture also witnesseth that for the same consideration the mortgagor doth hereby give and grant unto the mortgagee a simple mortgage of all that piece or parcel of land situate in and more particularly described in the schedules hereunder written and which together with the meassuage tenement erected thereof is commonly called or known as to gether with all the buildings, godowns, trees, commons, hedges, ditches, fences ways, water, water-courses, leberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land meassuage and premises or any of them in anywise appurtenant here before or hereafter to be occupied or enjoyed therewith and all the estate right title interest property claim and demand whatsoever of the mortgagor into and upon the same premises and the mortgagor doth hereby covenant with the mortgagee that the mortgagor will so long as any money shall remain due on the security of these present keep all the messuages and buildings now existing or hereafter to be erected on the said premises hereinbefore expressed and to be hereby granted, conveyed and assigned in good and substantial repair insured against loss or damage by fire in the sum of Rs. .at least in some office or offices approved by and in the name or names of the mortgagee and will duly and punctually pay all premiums and sums of money, necessary for such purpose and for keeping such insurance on foot and also all quit-rent assessment rates, taxed and other outgoings for the time being payable in respect or charged upon the said premises or any of them and will forthwith deliver to the mortgagee the policy or policies of insurance and the receipt for every sum payable as aforesaid and that if default shall be made in keeping the said buildings so repaired or in effecting or keeping on foot such insurance or in payment of any such quit-rent, assessment, rates, taxes and other outgoing as aforesaid or in so delivering any policy or policies or receipt as aforesaid it shall be lawful for but not incumbent upon the mortgagee to enter into and upon the said premises and put the same into proper and substantial repair or (as the case may be) to insure and keep insured said buildings in any sum not exceeding the amount aforesaid and to pay the premiums and all expenses incurred in so doing or (as the case may be) any such quit-rent assessment, rates, taxes or other outgoings as aforesaid and further that the mortgagor will forthwith repay to the mortgagee all such premiums, expenses and other moneys with interest thereon at the rate aforesaid from the time of each payment and that until repayment the hereby mortgaged premises shall stand charged with the amount to be repaid and interest thereon at the rate aforesaid and that all moneys received in respect of any insurance shall at the option of the mortgagee be applied either in reinstating or restoring the buildings insured or in or towards payment of the moneys for the time being owing on

the security of these presents and the mortgagor doth hereby covenant with the mortgagee that the mortgagor now hath power to give and grant a simple mortgage unto the mortgagee and it is hereby expressly agreed and declared that should the properties described in the schedule hereto prove insufficient when sold to satisfy the amount due under this mortgage the mortgagor will be personally liable for the amount for time being due and owing under this mortgage. In witness whereof the mortgage signed and affixed the common seal on the day and year first above written. The Schedule above referred to All that piece or parcel of land premises situated in the village of. in the registration sub district of in the registration district of and bounded on the north by on the east by on the south by and on the west by bearing resurvey No. and old survey No. containing on the whole by a admeasurement (be the same more or less) Signed by the Chairman of the Municipal Council of Municipality in the presence of The common seal of the Municipal Council of Municipality was hereunto affixed in the presence of. Form 2(d) Transfer by Gift This Indenture made the day of 19 between the Municipal Council of Municipality constituted under the Andhra Pradesh Municipalities Act, 1965 (Act 6 of 1965) (hereinafter called the donor' which expression shall where the context so admits in include its successors and assigns) of the one part and Sri son of residing at (hereinafter called-"the donee" which expression shall where the context so admits include his heirs, executors, administrators and legal representatives and assigns) of the other part. Whereas the donor is well and sufficiently entitled free from encumbrances to the piece of land and premises hereinafter described and intended to be hereby granted conveyed and assigned; And whereas the donor has agreed to transfer the said piece of land and premises to the donee as a gift to be used for the purpose of subject to the payment by the donee of all existing and future taxes charges assessment and ground-rent in respect of the same and the donee has agreed to accept the said piece of and and premises subject to the said conditions. And whereas the said piece of land and premises is of the value of Rs. for the purpose of stamp duty; And whereas the Collector of district by an Order No. date the day of has sanctioned the gift of the property hereinafter contained: And whereas due notice of the gift in the manner hereinafter contained has been given in accordance with the provisions of the rules relating therein. (And where as the Government of Andhra Pradesh have also by an order No. dated the day of have sanctioned the gift of the property hereinafter contained). Now this Indenture witnesseth as follows-I:- That the donor doth hereby give, grant, convey and assign unto the donee who hereby accepts the same all that piece of parcel of land bearing Survey No. situated in the village of in the registration sub-district of in the registration district of and more particularly described in the schedule-hereunder written together with all buildings, trees, commons, hedges, ditches, fences, ways, waters, water-courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land buildings and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith. And all the estate right title interest property claim and demand whatsoever, of the donor into and upon the same premises to have and to hold the said piece or parcel of land premises here by granted, conveyed and assigned unto the donee for every-and the donor doth hereby covenant with the donee that the donor now hath good right to grant, convey and assign the premises hereby granted, conveyed and assigned unto the donee in manner aforesaid. And that the donee shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises, free from all encumbrances whatsoever without any lawful eviction interruption claim or demand whatsoever from or by the donor and further that the donor and all persons having or lawfully or equitable claiming any estate or interest in the said premises or any part thereof from under in or trust for the

donor shall and will from time to time at all times hereafter at the request and cost of the donee do execute and register or cause to be done executed and registered all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the donee in manner aforesaid or as shall or may be reasonably required and the donee doth hereby covenant with the donor that he will at all times hereafter bear, pay and discharge all existing and future taxes, charges or assessments payable in respect of the aforesaid land and premises inclusive of the ground rent or assessment of Rs. or any other sum that may from time to time be levied as such upon the piece or parcel of land by the Collector of the district on behalf of the Central Government or the Government of Andhra Pradesh. II. The donee in token of the acceptance of the gift has also signed this deed. In witness whereof the common seal of the Municipal Council of Municipality, the donor has hereunto affixed and the donee hath hereunto set his hand and seal the day and year first above written. All that piece or parcel of land and premises situated in the village of. in the registration sub-district of in the registration district of and bounded on the north by on the south by on the east by .and on the west by bearing Survey No. and containing on the whole by admeasurement or thereabouts. Signed by the Chairman Municipal Council in the presence of .Signed sealed and delivered by the above named in the presence of. witnesses .The common seal of the Municipal Council. Municipality was. hereunto affixed in the presence of Signed Donee.

Schedule 3

Form 3(a) Transfer of lease [See Rule 5(2)] This indenture made day of 19-between the Municipal Council of Municipality, constituted under the Andhra Pradesh Municipalities Act, 1965 (Act 6 of 1965) hereinafter called the "the lessor" which expression where the context so admits, shall mean and include its successors and assigns) of the one part and son of residing at and carrying on business as (hereinafter called the "lessees" which expression where the context so admits shall include his heirs, executors, administrators, legal representatives and permitted assigns) of the other part. Whereas the lessee has applied to the lessor for a lease of the property more particularly described in the first scheduled hereto for the period and at the rate of rent and subject to the terms conditions hereinafter contained. And whereas the lessor has agreed to grant a lease of the said property in the manner hereinafter contained: And whereas, the Collector of district by an on Order No. dated day of has sanctioned in the second schedule hereto. And whereas due notice of the lease of the property has been given in accordance with the provisions of the rule relating thereto. Now this Indenture Witness

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

2. The lessee covenants with the lessor as follows:- (1) To pay the reserved rent on or before the first day of each month in advance in manner aforesaid and be subject to all the rules concerning the lease as contained in the rules for acquisition and transfer of immovable properties by Municipal council.

(2) To bear, pay and discharge all existing and future charges assessments and outgoings payable in respect of the said premises inclusive of the ground rent of Rs. or any other sum that may from time to time be levied as such upon the piece or parcel of land by the Collector of District on behalf of the Central Government or the Government of Andhra Pradesh. (3) To keep the exterior and the interior of the demised premises and, all additions thereto and the boundary walls and fences thereof and the rains soil and other pipes and sanitary water apparatus and electric fittings and fixtures thereof in good and tenable repair and condition. (4) Not to make or permit to be made under any circumstances any alterations in or additions to the demised buildings without the previous consent in writing of the lessor or its duly authorised officers provided always that if the lessee is permitted to make any alterations by the lessor or its duly authorised officers the lessee shall not be entitled to any compensation therefor. (5) To permit the lessor and its authorised officers or agents with or without workmen or others at all reasonable time on giving one days' previous notice to enter upon the demised premises and to view the conditions thereof and upon notice being given by the lesser or its authorised officers to repair within one month from the service of the notice in accordance therewith. (6) To observe and fulfil the terms and conditions prescribed by the Collector of district and contained in the second schedule hereto annexed. (7) Not to assign underlet or part with the possession of the demised premises or any part thereof without first obtaining written consent of the lessor or its authorised officers. (8) To yield up the demised premises premises with all fixtures and additions thereto at the determination of tenancy in good and tenantble repair and conditions in accordance with the covenants herein contained.

3. The lessor covenants with the lessee as follows :- (1) The lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said terms without any interruption by the lessor or any person rightfully claiming under or in trust for him.

(2) To carry out all repairs to main walls, roof and foundations due to fix, reasonable water and tear, the decision of the Executive Engineer (Public Health) for the time being of the division as to the necessity for such repairs being final.

4. Provided always and it is hereby expressly agreed by and between the parties hereto as follows:- (1) If the rent hereby reserved or any part thereof shall be unpaid for 14 days after becoming payable (whether formally demanded or not) or if any covenant on the lessee's part herein contained

shall not be performed or observed or if the lessee or other person in whom for the time being the term hereby created shall be vested shall become insolvent then and in any of the said cases it shall be lawful for the lessor or its authorised officers at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and there upon this demise shall absolutely determine but without prejudice to the right of action of the lessor in expect of the breach of any of the lessee's covenants herein contained.

(2) If at any time it appears to Collector of district or the lessor (whose decision shall be final) that it is necessary in the public interest to determine the lease it shall be lawful for the said Collector or the lessor forthwith to cancel this lease by notice in writing addressed to the lessee at his last known place of residence and thereupon this demise shall absolutely determine and the lessee shall not be entitled to any compensation whatsoever in respect of such determination except proportionate abatement of any rent that may have been paid by the lessee in advance. In witnesses whereof the common seal of the Municipal Council of Municipality, the lessor has hereunto affixed and the lessee hath hereunto set his hand and seal the day and year first above written. The first schedule above referred to All that piece or parcel of land and premises situated in the village of in the registration sub-district of the registration district of and bounded on the north by on the south by on the east by and on the west by bearing Survey No. and Door No. and containing on the whole by admeasurement be the same more or less. The second schedule above referred to Conditions imposed by the Collector District in accordance with the rule made by the Government of Andhra Pradesh under Sub-section (5) of Section 193 of the Andhra Pradesh Municipalities Act 1965. Signed by the Chairman of the Municipal Council of in the presence of. The common seal of the Municipal Council of Municipality was hereunto affixed in the presence of Signed, sealed and delivered by the above named in the presence of Witnesses.

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.Form 3(b) Transfer by Lease This Indenture made day of 19 between the Municipal Council Municipality constituted under the Andhra Pradesh Municipalities Act, 1965 (Act 6 of 1965) (hereinafter called the "lessor" which expression where the context admits shall include its successors, representatives and assigns] of the one part, and son of residing at and carrying on business as (hereinafter called "the lessee" which expression where the context admits shall include his heirs, executors, administrators, legal representatives and permitted assigns) of the other part. Whereas the lessee has applied to the lessor for a lease of the property more particularly described in the first schedule hereto for the period and at the rate of rent and subject to the terms and conditions hereinafter contained and whereas the lessor has agreed to grant a lease of the said

property in manner hereinafter contained. And whereas the Collector of District by an Order No. dated day of has sanctioned the lease of the property on and subject to the special conditions contained in the second schedule hereto. And whereas due notice of the lease of the property has been given in accordance with the provisions of the rules relating thereto. Now this indenture witnesseth as follows:

1. In consideration of the rent hereby reserved and of the covenants, by the lessee herein contained the lessor demises into lessee, all that piece of land forming part of the road side/street margin and more particularly described in the schedule attached hereto for a term of years from the day .19 of paying therefor in advance the monthly rent of Rs. clear of all deductions the first of such payments to be made on the day of 19.

2. The lessee covenants with the lessor as follows:-

(1) To pay the reserved rent on or before the 1st day of each month in advance and in manner aforesaid and be subject to all the rules covering the lease as contained in the rules for acquisition and transfer of immovable properties by Municipal Councils. (2) To bear, pay and discharge all existing and future taxes, charges, assessments and outgoings payable in respect of the demised land (inclusive of the ground rent of Rs. or any other sum that may from time to time be levied as such upon the piece or parcel of land by the Collector of the district on behalf of the Central Government or the Government of Andhra Pradesh). (3) To keep the demised land in good condition. (4) Not to make or permit to be made under any circumstances any alterations in or additions with demised land without the previous consent in writing of the lessor or its duly authorised officers provided always that if the lessee is permitted to make any alterations by the lessor or its duly authorised officers the lessee shall not be entitled to any compensation therefor. (5) To permit the lessor and its authorised officers or agents with or without workmen at all reasonable times on giving on day's previous notice to enter upon the demised land and to view the condition thereof. (6) To use the demised land only for the purpose for which it is leased. (7) Not to assign or under-let or part with the possession of the demised land or any part thereof without first obtaining the written consent of the lessor or its authorised officers. (8) To yield up the demised land in good condition in accordance with the covenants herein contained.

3. The lessor covenants with the lessee that the lessee paying the rent hereby reserved and observing the performing the several covenants and stipulations herein on his part contained that peaceably hold and enjoy the demised land during the said term without any interruption by the lessor or any person rightly claiming under or in trust for the lessor.

4. The lease is liable to be terminated at any time within the period of the lease without payment of any compensation to the lessee if in the opinion of the lessor or the District Collector, it is necessary in the public interest to remove, any structure erected on the demised land.

5. If the rent hereby reserved or any part thereof is not paid whether formally demanded or not in accordance with the stipulation herein contained or if any covenant on the lessee's part herein contained shall not be performed or observed or if the lessee or other person in whom for the time being the term hereby created shall be vested shall become insolvent then and in any of the said cases it shall be lawful for the lessor or its authorised officers at any time thereafter to re-enter upon the demised land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of the breach of any of the lessee's covenants herein contained.

6. On the expiry of the period for which the lease is granted, unless the lease is renewed by the lessor or when the lease is terminated under Clause 4, the lessee is bound to remove all the structures existing on the demised land. If the lessee fails to remove the structures within the time stipulated in the notice the lessor shall be at liberty to cause the same to be removed without notice to the lessee and the lessee hereby makes himself liable for the costs of such removal and the lessee shall not claim any compensation for the structure so removed or for any damage or loss caused by such removal.

7. In witness whereof the common seal of the Municipal Council of Municipality, the lessor has hereunto affixed and the lessee hath hereunto set his hand and seal the day and year first above written.

The first schedule above referred to all that piece or parcel of land and premises vested in the lessor situated in the village of in the registration sub-district of registration District of and bounded on the North by and on the West by South by East by bearing Survey No. and Door No. and containing on the whole by admeasurement (be the same more or less. The second schedule above referred to Conditions imposed by the Collector of district in accordance with the rules made by the Government of Andhra Pradesh under Sub-section (5) of Section 193 of the Andhra Pradesh Municipalities Act, 1965. Signed by the Chairman of the Municipal Council of Municipality in the presence of. ..Witnesses.

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..The common seal of the Municipal Council of Municipality was hereunto affixed in the presence of Signed, sealed and delivered by the above named in the presenceWitnesses

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..Form A[See Sub-rule (3) of rule 8]NoticeIt is proposed by the Municipal Council to transfer by sale/by mortgage/by exchange/by gift the property belonging to vested in/the municipal council as defined in the Schedule in favour of Sri resident of by public auction for a Consideration of Rs. (in case of sale or mortgage) for a term of years at the rate of Rs. as rent per mensem/per annum (in case of lease).Any objections received within thirty days by the undersigned from the date of publication of the notice will be considered by the municipal council.

Schedule 4

All that piece or parcel of land premises situated in the village in the registration sub-district of in the registration and bounded on the north on the south by on the east by and on the west by bearing resurvey No.old Survey No. and containing on the whole by admeasurement (be the same, more or less).Signed, sealed and delivered by the above named in the presence of .Commissioner.