

# **Andhra Pradesh Excise (Lease of right of selling by shop and conditions of licenses) Rules, 2005**

ANDHRA PRADESH

India

## **Andhra Pradesh Excise (Lease of right of selling by shop and conditions of licenses) Rules, 2005**

### **Rule**

### **ANDHRA-PRADESH-EXCISE-LEASE-OF-RIGHT-OF-SELLING-BY-SHOP of 2005**

- Published on 24 May 2005
- Commenced on 24 May 2005
- [This is the version of this document from 24 May 2005.]
- [Note: The original publication document is not available and this content could not be verified.]

Andhra Pradesh Excise (Lease of right of selling by shop and conditions of licenses) Rules, 2005Published vide Notification No. G.O. Ms. No. 998, Rev (Ex II) Department, dated 24.5.2005Last Updated 12th September, 2019G.O. Ms. No.998. - In exercise of the powers conferred by Section 72 read with Sections 17, 28 and 29 of the Andhra Pradesh Excise Act 1968 (Act 17 of 1968) and ordinance 5 of 2005. The Governor of Andhra Pradesh hereby makes the following rules.

### **1. Short title extent, commencement and application.**

- 1. These rules may be called the Andhra Pradesh Excise (Lease of right of selling by shop and conditions of licenses) Rules, 2005.(2)They shall extend to all the areas where the Andhra Pradesh Excise Act 1968 (Act 17 of 1968) is in force.(3)They shall come in to force at once.(4)These rules shall apply for the grant of privilege by shop, conditions governing thereof and transport of Indian made foreign liquor and foreign liquor by such lease holder.

### **2. Definitions.**

- 1. In these rules unless the context otherwise requires,(a)"Act" means Andhra Pradesh Excise Act 1968 (Act 17 of 1968)(b)"Auction" means grant of lease by way of inviting sealed tenders from the public.(c)"Auctioning authority" means the officer authorized to conduct auction and call for tender under rule 11.(d)"Auction purchaser" means the person whose tender is accepted by the Auctioning authority.(e)"Dry day" means a day on which no liquor shall be sold in the licenced

premises.(f)"Excise Adhesive Label" means the label design and approved by, printed and supplied by under the supervision and control of the Commissioner of Prohibition and Excise, Andhra Pradesh, Hyderabad from time to time in difference forms for the purpose of its affixture to sealed of different varities and sizes containing liquor.(g)"Foreign liquor" means every liquor imported into India other than the Indian liquor.(h)"Form" means a form appended to these rules.(i)"Highest tenderer" means a person who offers the highest lease amount by tender.(j)"High way" means a National High Way or a State High way but shall not include the part of the National High Way or State High way which passes within the limits of a Municipal Corporation, [Municipality] [Substituted 'Municipality Council' as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.] or the Gouthan in any village or Panchromatic area.(k)"Indian Made Foreign Liquor" means liquor produce manufactured or compounded in India after the manner of Gin, Brandy, Whisky or Rum imported from foreign countries and includes wine and beer and milk punch and other liquors consisting of or containing any such spirits but does not include foreign liquor.(l)"Lease amount" means the amount payable in respect of a shop as part of sum in consideration of the grant of lease payable under section 23 read with section 17 of the Act.(m)"Lease Period" means the actual lease period in the lease year or part thereof.(n)[\*\*\*] [Omitted as per G.O.Ms No.598, Rev. (Ex II) 26-05-2006.](o)"Licence" means a licence issued to the lease holder under these rules.(p)"licenced premises" means where I.L and F.L is permitted to be sold by the lease holder.(q)"Maximum Retail Price" (MRP) means the price indicated by the Andhra Pradesh Beverages Corporation Limited or any other agency authorized by the Government for declaration on in each variety of label by the manufacturers of Indian Made Foreign Liquor as required under section 39 of Standards of weights and measures Act 1976 read with clause (r) of rules 2 of the standards of weights and measures (packaged commodities) rules, 1977.(r)[\*\*\*] [Omitted as per G.O.Ms No.598, Rev. (Ex II) 26-05-2006.](rr)"Permit Room" means a privilege granted under these rules in form A-4(B) to a holder of license in form A-4 to allow consumption of Indian Made Foreign Liquor and Foreign Liquor in separate permitted premises adjacent to the A4 licence premises by the customers who purchased such Indian Made Foreign Liquor and Foreign Liquor from the A4 lincensee.(s)"Population" means the figure of population as officially published in latest census.(t)"shop" means a privilege granted under these rules for sale of Indian Made Foreign Liquor or Foreign liquor in sealed or capsuled bottles or packages or tins to an individual in quantities not exceeding the limits as prescribed without permitting consumption in the licensed premises.(u)"sealed" in relation to the bottles containers or other receipts means closed with a capsule and wrapped by wire or closed with a cork or lid and wrapped with a lining around it.(v)"tenderer" includes his power of attorney holder(w)"Transport Permit" means a permit issued by the competent officer for the transport of Indian liquor and Indian Made Foreign Liquor from the Andhra Pradesh Beverages Corporation Limited Depot to the licenced premises.(2)The words and expressions used but not defined in these rules shall have the meaning assigned to them in the Andhra Pradesh Excise Act 1968 (Act 17 of 1968) and Andhra Pradesh Excise (Import, Export and Transport of Indian Made Foreign Liquor and Foreign Liquor- Permits) Rules, 2005.

### **3. Lease of right to sell Indian Made Foreign Liquor and Foreign liquor.**

- Subject to the provisions of these rules the grant of lease of right to sell Indian Made Foreign Liquor and Foreign liquor by the shop shall ordinarily be granted by inviting sealed tenders from the

public after due notification. The lease shall be for a period of [two years or part thereof:]  
[Substituted 'one year or part thereof' as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.] Provided that where the Commissioner of Prohibition and Excise considers it expedient to grant the lease of right to sell Indian Made Foreign Liquor and Foreign liquor by shop in any other manner, he shall for the reasons to be recorded in writing, do so.

#### **4. Establishment of shops.**

- The Commissioner of Prohibition and Excise, Andhra Pradesh, Hyderabad having due regard to requirement, public order, health, safety and other factors as he thinks fit, may fix the number of shops to be established in an area/locality before the publication of the auction notice under rule 5.

#### **5. Auction Notice.**

(1) Where it is proposed to grant the lease for sale of Indian Made Foreign Liquor and Foreign Liquor by shop a notice of the proposed auction containing the particulars mentioned in sub rules 2 shall be published at least (7) seven in advance of the date of auction by the Collector of the District in the District Gazette or in such other manner as the Collector may deem fit. (2) The auction notice shall contain the following particulars. i. S.No. And the name of the area/locality where the shop will be established. ii. The last date, time and place for receipt of tenders. iii. The place of auction with time and date. iv. The conditions govern the auctions. v. the lease period and vi any other matter which may be considered necessary by the auctioning authority.

#### **6. Declaration etc.**

- A tenderer shall submit the following attached to the exterior of the sealed tender. (i) a declaration in Form A-1 made on non judicial stamp paper of the requisite value as per the provisions of the Indian Stamp Act 1889 and attested by the Mandal Revenue Officer or the Gazetted Officer of the Proh. & Excise Department under his official seal. (ii) A duly notarized affidavit in Form-A2 made on non judicial stamp paper of the requisite value as per the provisions of the Indian Stamp Act 1889 containing the particulars of his own immovable property and the present market value thereof and encumbrances existing if any disclosing all necessary particulars thereof for an amount not less than [5 lakh rupees] [Substituted 'one lakh rupees' as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.] (iii) a declaration in Form A-3 made on non judicial stamp paper of the requisite value as per the provisions of the Indian stamp Act 1889 attested by the Mandal Revenue Officer or the Gazetted officer of the Proh. & Excise Department, declaring that he is not disqualified under any of the provisions of rule 8,

#### **7. Entry Pass.**

- No persons other than the officers on duty and persons duly authorized by the auctioning authority shall enter the place of auction without presenting an entry pass which will be issued to the tenderer who have already filed tenders.

## **8. Person not eligible to participate in auction.**

- The following persons shall not be eligible to participate in the auction, (a) A person who is below the age of 21 years. (b) A person who has been convicted an offences specified in clause (d) of sub section (1) of section 31 of the Act in respect of which he has been penalized or convicted within the preceding three years. (c) A person who has been convicted or whose license has been cancelled for breach of any of the conditions of license granted under 31 of the Act within the preceding three years. (d) A person who has been held guilty in a departmental proceeding or in a court, of an offence under section 37 of the Act for adulteration of toddy by mixing any article injurious to public health or otherwise within the preceding three years. (e) A person who is suffering from any contagious. (f) A person who is a defaulter of excise revenue or (g) A person who is adjudged as an insolvent by a competent court.

## **9. Benami tenders not allowed.**

- No person shall submit tender on behalf of any other person unless he holds a power-of -attorney from such person.

## **10. Disqualification.**

(1) No lease shall be granted to a person who is found ineligible under rule 8 and who does not comply with the conditions prescribed under rule 6. (2) IF any person who is disqualified under this rule he is found to be holding a lease, the license there of shall be withdrawn in accordance with section 32 of the Act and the lease shall be re-auction. Provided that if such disqualification, comes to the notice of of the auctioning authority before the lease is granted but after the tender is accepted, the auctioning authority may accept the next highest tender if it is above the upset price or conduct re-auction as the case may be.

## **11. Officers authorized to conduct auctions.**

- The Collector shall be the auctioning authority. Provided that the Commissioner or the Collector may in his description authorize the Deputy Commissioner of Proh. & Excise or any other officer of the Proh. & Excise Department not below the rank of Proh. & Excise Superintendent, to conduct auctions and accept tenders. Provided further that Commissioner of Proh. & Excise may authorize any Collector to conduct auctions and accept tenders in more than one district.

## **12. Lease Amount to be offered in tenders.**

- Lease amount shall be offered in the tender for the lease period in respect of [a shop put up] [Substituted 'a shop and put up' as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.] for auction as notified. They shall also furnish Form A-1 declaration and Form A-2 affidavit and Form A-3 declaration in accordance with the auction notification, which should be attached to the exterior of the sealed tender.

### **13. Auction of shop.**

- 1. Right to sell Indian Made liquor and Foreign liquor may ordinarily be auctioned shop wise as notified in the District Gazette.

**2. The Commissioner may withdraw any shop from the auction before the auction is commenced.**

**3. [ The auctioning authority may, for sufficient cause, adjourned the auction or the postpone the date of auction or cancel the auction of a shop as may be necessary.] [Substituted as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.]**

[Provided that the auctioning authority for the reasons to be recorded in writing, may advance the date of auction which is postponed under sub rule (3), subject to the conditions that the number of days between the date of notification and date of such advanced auction shall not be less than 7 days.] [Inserted as above as per G.O.Ms No.763 Rev (Ex II) dated 27-06-06.]

### **14. Submission and Finalization of tenders.**

(1). The tenders shall be submitted by the tenderer in a sealed envelope addressed to the auctioning authority on or before the last date and time notified for receipt of tender along with the following particulars.(i)Name of the tenderer and his father's name and tenderer's address.(ii)S.L. No. in the Gazette, name of the area/locality of the shop for which he has offered his tender.(iii)Least amount offered for the lease period in figures as well as in words.(iv)Challans [or Demand Draft obtained from a Scheduled Bank drawn in favour of the Commissioner of Prohibition and Excise or the Auctioning Authority] [Added vide G.O.MS.NO. 453 Rev.)Ex-II) Deptt dated 15.5.2010.] [\*\*\*]. [Omitted 'or rupees five thousand only being non refundable participation fee' as per G.O.Ms No.598, Rev. (Ex II) 26-05-2006).]Provided that the non refundable application fee which was remitted by the applicant in response to the notifications issued in furtherance of the per G.O.Ms No.184, Rev. (Ex II) 07-02-2005), will be adjusted towards the participation fee, if such applicant filed tender in the auctions for the lease year 2005-06.(2)The close envelope contain the tender shall be super scribed with the words " Tender for the lease of right for the [lease period 200- 200-] [Substituted 'Year 2005-06' as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.] to sell Indian Made Foreign Liquor and Foreign liquor by shop at ----- S.No. Of the Gazette, Name of the locality/area). The tenderer may obtain acknowledgment for the envelope presented.(3)Every tender shall be taken in to consideration if it is presented on or before the prescribed date and time and no tender shall be received after the presenting date and time notified by the auctioning authority.(4)The auctioning authority may if he so desires first announce at the commencement of the auction, the names of persons and the number of persons who had sent tenders for a particular shop.(5)The tenderer at the time of auction shall be required to furnish as earnest money a sum equal to [5%] [Substituted '10%' as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.] of the upset price fixed and notified by the auctioning authority for each shop notified for auction, in the form of Demand Draft(s) obtained from a scheduled bank in favour of auctioning authority or in favour of

Commissioner of Proh & Excise, before opening the tender. If, the tenderer does not furnish earnest money such tender shall be forthwith rejected by the auctioning authority before opening the sealed tenders offered for that shop.(6)The auctioning authority shall open the sealed tenders for each shop [the rest of the tenders shall be rejected] [Added as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.] notified for auction. The highest tender may accepted with lease amount offered, is higher than the upset price notified and the rest tenders shall be rejected.Provided that when on the opening of the sealed tenders it is found that two or more tenderer have quoted the same highest amount, the successful auction purchaser among such tenders shall be selected by drawl of lots.Provided that with the highest tender is less than the upset price notified, the auctioning authority may provide an opportunity to the highest tenderer to increase his offer to an amount higher than the offer and accept the offer. If the highest tenderer is not willing to increase his offer, to an amount higher than the upset price, the second highest tenderer may be given a similar opportunity. If both the tenderer are not willing to increase the offer, to an amount higher than the upset price, all the tenders in respect of that shop shall be rejected and shall be put to re-auction.Provided that in the case of a person whose tender for a shop is not accepted, the earnest money deposited by him in respect of such tenders shall, if he so desires, be treated as earnest money for other shop at the same auction.Provided further, that if the auctioning authority considers that the auction should be postponed for a future time and date for any reason he may do so without opening the tenders.Provided also that it shall be open to the auctioning authority to refuse to knock down the auction in favour of the highest tenderer if such authority is satisfied after a perusal of the affidavit or on the basis of any other information that such tenderer cannot reasonably expected to discharge his or her liabilities in terms of the lease.[Provided also that where the highest tender is not accepted the auctioning authority shall record the reasons thereof.] [Substituted as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.](7)The auctioning authority, may by order reject any tender on the ground that the tender is of benami in nature or that there is collusion among the tenderer who participated in the auction for the lease of any shop.(8)After rejecting, the highest tender, the auctioning authority may either accept the next highest tender if it is higher than the upset price or dispose off the shop afresh at any subsequent notified auction as the case may be.(9)No person shall be entitled to obtain the lease of more than one shop. In the event of a person being successful auction purchaser of a shop, all the other tenders filed by him in respect of any other shop/shops shall automatically become invalid.

## **15. Removal of certain persons from the place of the auction.**

- When it comes to the notice of the auctioning authority any person at the place of auction and during the time of auction, behaves or acts in a disorderly or riotous manner or in such other manner as it is likely to cause loss to the Government or forbids any person from participating, the auctioning authority may cause his removal from the place of auction.

## **16. Signature in the register.**

- Every person whose tender has been accepted shall sign his name or affix his thumb impression against the relevant entry in the register maintain for the purpose. The auctioning authority shall also obtain the signature of the next two highest tenderers in a separate register maintained for the

purpose.

## **17. Auction Purchaser shall obtain a licence.**

- The successful auction purchaser shall obtain licence in form A4 after fulfilling the required formalities, and subject to rules in respect of the premises where the shop will be located.

## **18. [ Payment of the lease amount by the Auction Purchaser. [Substituted as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.]**

- The lease amount shall be paid in Six equal instalments. The auction purchaser shall pay the first instalment sum equal to 1/6th of the lease amount for the shop on the day of the auction immediately after acceptance of the tender. The Demand Draft(s) furnished by the auction purchaser as earnest money may be adjusted towards the above. In case of failure to remit 1/6th of the lease amount on that day the shop shall be allotted to the next highest tenderer if the tender amount is equal to or higher than the up-set price or be re-auctioned as the case may be. In the event of re-auction, if it results in monetary benefit to the Government, the original auction purchaser shall have no claim over it. If it results in monetary loss due to allotment to the next highest tenderer or re-auction or the right remain unsold for want of tenderers, the original auction purchaser shall be liable to pay to the Government the resultant loss.]

## **19. Other requirements.**

- [(1) The auction purchaser shall submit two fixed deposit receipts or Bank Guarantees in Form A-5, each equal to 1/6th of the lease amount, valid upto 5 months and 9 months respectively issued by a Scheduled Bank situated in Andhra Pradesh within fifteen days of knocking down of the shop in his favour and obtain the licence. Before the auction purchase obtains the licence he shall also show his immovable property (in Form-A(2) and sureties (In Form-A2S) as Security put together to a minimum of 1/2 of the lease amount."Provided that the auctioning authority may, at his discretion, for valid genuine reasons that may be recorded in writing, grant extension not exceeding seven working days to the successful auction purchaser for submission of Fixed Deposit Receipts or Bank Guarantees in Form- A5, and to obtain the licence.] [Substituted as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.](2)The licensee shall remit 2nd instalment sum equal to 1/6th of the lease amount, on or before 20th October and furnish a fresh bank guarantee for 1/6th of the lease amount valid for 9 months. The licensee shall remit 3rd instalment sum equal to 1/6th of the lease amount on or before 20th February and furnish a fresh bank guarantee for 1/6th of the lease amount valid for 9 months. The licensee shall remit 4th instalment sum equal to 1/6th of the lease amount on or before 20th June (of the 1st year of the lease period) and furnish a fresh bank guarantee for 1/6th of the lease amount valid for 9 months. The licensee shall remit 5th instalment sum equal to 1/6th of the lease amount on or before 20th October (of the 2nd year of the lease period) and 6th instalment on or before 20th February (of the 2nd year of the lease period).(3)In case of default in payment of any instalment, the fixed deposit receipt, or the Bank Guarantee amount shall be adjusted against the instalments of lease amount on the due dates.(4)All interest accruing on fixed deposit receipts shall

vest in the Government and may be adjusted towards Government dues including interest, if any outstanding against the auction purchaser and if there be no such dues it shall be refunded to the auction purchaser at the end of the lease period.

## **20. Re-auction in case of failure to deposit moneys.**

(1) In case of failure to pay the 1/6th of the lease amount and/or furnish the F.D.Rs or B.Gs as required under rule 19 within the time specified the auction shall be cancelled by the auctioning authority and amounts already paid shall be forfeited to the Government and the right of sale may be given to the next highest tenderer if the tender amount is equal to or higher than the upset price or re-auctioned as the case may be or alternative arrangements made at the risk of the original auction purchaser who shall continue to be liable in respect of the lease till the next auction purchaser takes over. (2) If the re-auction or the other arrangements results in monetary to the government the original auction purchaser shall have no claim over it. But if it results in monetary loss, or if the right remains unsold for want of takers, the original auction purchaser shall be liable to pay to the government the resultant loss. (3) The provisions of the sub rules (1) and (2) shall apply in relation to the auction purchaser in any re-auction mutatis mutandis as they apply in relation to the auction purchaser in an original auction.

## **21. Sale by outlets of A.P.B.C.L and the Distillery/Brewery licence holders.**

(1) The auctioning authority with the approval of the commissioner of Proh. & Excise may permit the APBCL [or a holder of a Distillery Brewery licence under the Act] [Added as per G.O.Ms.No.598,Rev (Ex-II),date 26.5.2006.] or a holder of distillery /brewery licence under the Act to open outlets for the sale of IMFL and FL in such areas/localities where privilege of sale by shop could not be disposed off in the auction or when a lease already granted is cancelled and the same could not be re-auctioned for any reasons. (2) The Commissioner of Proh. & Excise may permit the APBCL [or a holder of a Distillery Brewery licence under the Act] [Added as per G.O.Ms.No.598,Rev (Ex-II),date 26.5.2006.] or a holder of a Distillery/Brewery licence under the Act to open the outlets for the sale of IMFL and FL in any where in the state whenever he deems necessary in public interest.

## **22. [ Counter Part agreement. [Substituted as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.]**

- After tendering the deposit and advance amount it shall be the duty of the lessor and auction purchaser to execute a counter part agreement in conformity with the tenor of the lease in Form A-6 on the stamp paper of the requisite value as per the provisions of the Indian Stamp Act 1899, before taking out a licence for the sale of Indian Made Foreign Liquor and Foreign Liquor. The counter part agreement shall come into force w.e.f. the 1st July, of the 1st year of the lease period to which the auction relates in respect of leases auctioned on or before the above said 1st July, and in case where the auction takes place after the 1st July, of the 1st year of the lease period, the counter part agreement shall come into force from the date of auction and valid for the left over part of the lease period.]



## **23. Commencement of lease.**

- The lease for the sale of Indian Made Foreign Liquor and Foreign Liquor granted to the auction purchaser shall not take effect until he obtains a licence from the Prohibition and Excise Superintendent. It shall be the responsibility of the auction purchaser to execute the counter part agreement referred to in rule 22 and also complete other formalities contemplated in Rules 17, 18 and 10 within the time specified and obtain a licence in respect thereof, if the auction purchaser fails to do so the said lease shall stand cancelled.

## **23A. Bar on claim of renewal.**

- No person to whom a lease has been granted under these rules shall have any claim to the renewal of such lease.

## **24. Death of auction purchaser.**

- If the auction purchaser dies after the acceptance of his tender or during the currency of the lease for sale of Indian Made Foreign Liquor and Foreign Liquor by shop, his heirs shall be entitled to grant of lease or to hold the lease as the case may be after complying with the provisions of the rules in regard to the execution of counter part agreements and deposits. If the heirs do not intend to hold the lease, they shall within fifteen days from the date of the death of the lessee communicate in writing their unwillingness to the Prohibition and Excise Superintendent of the district. In such case the auctioning authority or the Prohibition and Excise Superintendent shall make alternate arrangements or re-auction the lease and any loss of revenue sustained by the government in such a case shall be recoverable as arrears of Land Revenue from the property of the original auction purchaser.

## **25. [ Period of the lease and commencement of business. [Substituted as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.]**

(1) Every lease shall, ordinarily, be valid for two years commencing from 1st July of the 1st year of the lease period. Provided that the lease granted after 1st July of the 1st year of the lease period, shall be valid for the remaining part of the lease period. Provided further that a lease granted for a part of a lease period shall be for such period as may be specified by the auctioning authority. Provided further that every lease holder shall commence his business from 1st July of the 1st year of the lease period or such other date as may be specified in the licence and shall keep the licensed premises open every day during the hours fixed till the expiry of the terms of the lease, with sufficient stock of liquor unless the closure of the licensed premises is ordered by the competent authority for the period specified.]

## **26. Issue of licence.**

- The Prohibition and Excise Superintendent [Concerned] [Substituted 'of the district' as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.] shall be competent to issue the licence once the lease is granted by the auctioning authority. The Prohibition and Excise Superintendent shall issue the licence in the prescribed Form A-4.

### **26A. [ Application for grant of permit room. [Added as above as per the G.O,Ms,No.103, Rev (Ex-II), dated 31.1.2006.]**

- The holder of the licence in the Form A-4 may apply in A-4(A) application form to the Prohibition and Excise Superintendent for grant of permit room in Form A-4(B).]

### **26B. [ Grant of permit room licence. [Added as above as per the G.O,Ms,No.103, Rev (Ex-II), dated 31.1.2006.]**

The Prohibition and Excise Superintendent after receipt of the application in Form A-4(A) and after satisfied that the premises selected is in accordance with the rules, grant licence in Form A-4(B) after receipt of prescribed licence fee; Provided that the holder of A-4(B) licence shall not be permitted to serve liquor in loose and food to the consumers.]

## **27. Selection of premises.**

(1)The successful tenderer subject to the approval of the Prohibition and Excise Superintendent shall select suitable premises for sale of IL and FL within the Municipal Corporation, Municipality, village/town/city or area/locality as the case may be as notified in the District Gazette. It shall be at least 100 meters away from the places of Public worship, Educational institutions, Hospitals and 50 meters [\*\*\*] [Omitted ' except in Municipal Corporation and 5 kms belt area of the periphery of the Municipal Corporations' as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.] away from the High Ways.Explanation. - For the purpose of this rule:-(a)"Place of public worship" means a temple registered with endowment department, Masque, registered with wakf board and church and includes such other religious institutions as the State government may by order specify in this behalf;(b)"Educational institutions" means any primary schools, middle schools and High school recognized by the state government or Central government, Junior College or any College, affiliated to any University established by law:(c)[ "High way" means National High Way or State High Way and shall not include the part of the National High Way or State High Way which passes within the limits of Municipal Corporation, Municipality or the Gowthan in any village or panchayat area;] [Substituted as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.](d)"Hospital" means any hospital which is managed or owned by a local authority, State Government or Central Government or any Private Hospital having a provision of at least thirty (30) beds.(2)[ The holder of license in Form A-4 may be permitted to have a permit room in Form A-4 (B) located in a place whose population is 5,000 and above.Provided that no such permit room will be granted in Municipal Corporations and within a belt area of 5 KMs from the periphery of such Municipal Corporations, Municipalities and

within a belt area of 2 KMs from the periphery of such Municipalities and in notified Tourism Centers. Provided further that the premises selected for permit room must be adjacent to the existing A4 Licenced premises and it must have a minimum plinth area of 10 Sq. Mts with facilities of sanitary such as wash basin, water closet and drinking water. Provided also that the selected premises is at least [1010 meters away] [Added as above as per G.O.Ms No. 103 Rev. (Ex-II), dated 30.1.2006.] from the places of public worship, education institutions, high ways and hospitals"] (3) The distances referred above shall be measured from the mid point of the entrance of the licenced premises along with the nearest path by which pedestrian ordinarily reaches to the mid point of the nearest gate of the institution or a place of public worship, if there is a compound was and if there is no compound was to the mid-point of the nearest entrance of the Institution /place of public worship. (4) The boundaries of the premises shall be indicated in the licence. (5) There shall be a singly door for entry and exit and sales shall be conducted without giving entry to the customers inside the premises.

### **27A. [ Licence Fee for permit room. [Inserted as above as per G.O.Ms.No.103, Revenue (Ex-II) dated 31-01-06.]**

- The holder of the license in form A-4 may be granted a Permit Room Licence in form A-4(B) after payment of Licence Fee of Rs.2,00,000/-]. [Provided that the license fee for permit room may be calculate4d proportionately to the whole months of the licence period and a part of the month shall be reckoned as a whole month. Explanation. - The License fee of [Rs. 2,00,000/-] [Inserted as above as per G.O.Ms.No.103, Revenue (Ex-II) dated 17.3.06.]

### **28. Transport permit.**

- The transport permit may be issued authorizing movement of Indian Made Foreign Liquor and Foreign Liquor within the State from the uhe units of the Andhra Pradesh Beverages Corporation Limited to the licensed premises. Such transport shall be governed by Andhra Pradesh Excise (Import, Export And Transport Of Indian Made Foreign Liquor And Foreign Liquor - Permits ) Rules 2005.

### **29. Sale permitted at the licensed premises only.**

(1) The lease holder shall sell the liquor only at the premises specified in the licence. (2) No change or alteration of the licensed premises shall be made nor the licensed premises shifted elsewhere. (3) [Shifting of the licensed premises may be permitted for valid reasons within the notified area and subject to conditions as may be specified by the Commissioner of Prohibition and Excise, subject to payment of 1% of the lease amount or Rs. 25,000/- whichever is higher. Provided that the Commissioner may consider and permit for valid reasons shifting of the licensed premises, notwithstanding the notified area of the licensed premise, within the same Mandal or Municipality, or Municipal Corporation without affecting the total number of Notified shops in the said Mandal or Municipality or Municipal Corporation subject to conditions as specified by the Commissionaire and subject to payment of 1% of lease amount or Rs. 25,000/- whichever is higher".] [Substituted as per

G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.]

**29A. [ Godown licence for storage of I.M.F./IL in Form A4 (G). [Substituted as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.]**

- (i) The holder of the Licence in Form A4 may apply in Form A-4 (AG) to obtain a godown licence for storage of Indian Made Foreign Liquor/Foreign Liquor in Form A-4G to the concerned Prohibition and Excise Superintendent.(ii)The godown shall be located in a revenue village Municipality/ Municipal Corporation limits where the A-4 shop is located.(iii)The licence shall remove or transfer any stock of I.MFL/Foreign Liquor from the godown to the A-4 shop for sale under valid transport permit issued by the Proh. & Excise Officer of the Prohibition and Excise Station having jurisdiction.(iv)The license shall not sell or allow consumption in the licensed premises of the godown.(v)The licensee shall not display the sign board or I.MFL in the licensed premises.(vi)The Licence fee for the lease period for issue of Godown licence is Rs. 1,00,000/-][Provided that a Godown licence may be obtained for any period during the lease period and the licence fee for Godown licence may be paid proportionately for such period and a part of the month shall be reckoned as whole month".] [As amended in G.O.Ms.No 629 Rev. (Ex-II) Daptt) dated 01-05-2008.]

**30. Licence to be exhibited.**

- The proforma licence shall be exhibited in a conspicuous place in the licensed premises.

**31. [ Hours of Business. [Substituted above as per G.O.Ms.No.103, Revenue (Ex-II) dated 31.01.06.]**

- The lease holder shall transact business from 10.00 A.M to 11.00 PM only. The license of the Permit room shall allow consumption in the permit room during the hours of business of A4 licence.]

**32. Dry Days.**

- The Licensed premises shall be closed and no business transacted on the following days declared as dry days:-(i)26th January - Republic day,(ii)15th August - Independence day,(iii)2nd October - Gandhi Jayanthi.Provided that the licensee shall not be entitled to any compensation whatsoever for the closure of the licensed premises.

**33. Lease holder not to declare any person to be or not to be his partner.**

- No lease holder shall, except with the prior permission of the Commissioner of Prohibition and Excise, get any other person included as partner to his business, or get an existing partner excluded;[Provided that the Commissioner of Prohibition and Excise may after such enquiry as he may deem fit, permit the lease holder at his request, to get any person(s) included as partner(s) to

his business or exclude any existing partner(s) other than the original auction purchaser on pay of a fee of ["2% of the lease amount or Rs. 50,000/- which ever is higher".] [Inserted as per GO MS.No. 1223 Rev (Ex-IIo dated 20.6.2005.)]

#### **34. Lease holder not to stock unauthorized Indian Made Foreign Liquor and Foreign Liquor .**

- The lease holder shall not stock or sell in the licensed premises Indian Made Foreign Liquor and Foreign Liquor of any kind which he is not authorized to buy, stock or sell under the provisions of Act or Rules, Regulations or Orders made thereunder.

#### **35. The lease holder not to stock Indian Made Foreign Liquor and Foreign Liquor at unauthorized place.**

- The lease holder shall not stock Indian Made Foreign Liquor and Foreign Liquor in any place other than the licenced premises. The Lease holder shall be held responsible for any Indian Made Foreign Liquor and Foreign Liquor unauthorisedly kept outside or nearby the licensed premises.

#### **36. Lease holder to sell Indian Made Foreign Liquor and Foreign Liquor of specified strength.**

- The commissioner may, authorise the sale of any special brands of Indian Made Foreign Liquor of weaker strength in a particular area, in a particular category of liquor, if he is satisfied with the wholesomeness of purity of such liquor.

#### **37. Indian Made Foreign Liquor or Foreign Liquor not to be adulterated.**

- The Indian Made Foreign Liquor and Foreign Liquor offered for sale or stored in the licensed premises shall not be of substandard, deteriorated, spurious or adulterated and the licensee shall not tamper with the Indian Made Foreign Liquor and Foreign Liquor in any manner so as to alter their quality, strength, nature or quantity.

#### **38. Adulterated Indian Made Foreign Liquor and Foreign Liquor to be seized.**

- It shall be competent for the inspecting officer, on finding any Indian Made Foreign Liquor and Foreign Liquor unfit for use, substandard, adulterated or spurious or in respect of which it is believed that some substance has been admixed so as to make it unfit for consumption by any process or manner, to stop it from being sold and to seize the same forthwith and take necessary further action as per rules.

### **39. I.L.&F.L. shall not be given or sold to certain persons.**

- No liquor shall be sold or given to the following persons namely:-(i)Lunatics;(ii)Persons or believed to be in a state of drunkenness;(iii)Persons about whom it is known or suspected that they are likely to participated in the commission of sedition, insurrection, breach of peace or any other similar offence threatening public peace and tranquility;(iv)Soldiers in uniform and the camp servants of military officers in their uniform'(v)Persons below (2(1) years of age.

### **40. Bottles for sale to carry labels.**

- Every bottle of Indian Made Foreign Liquor and Foreign Liquor in a licensed premises shall carry Excise Adhesive Label on the cap of the bottle in addition to the manufacturer's label as approved by the Commissioner of Proh. & Excise.

### **41. Sale of oonly duty paid Indian Made Foreign Liquor and Foreign Liquor .**

(1)The lease holder shall sell only duty paid Indian Made Foreign Liquor and Foreign Liquor.(2)The lease holder shall purchaser Indian Made Foreign Liquor and Foreign Liquor from the allotted depot of the A.P.BCL only on such terms as may be prescribed. However, the Commissioner of Proh. & Excise, may permit the lease holder to purchase the requirement of Indian Made Foreign Liquor and Foreign Liquor from any other Depot of the A.PBCL.

### **42. Maximum Retail Price.**

- The lease holder shall sell Indian Made Foreign Liquor at prices not exceeding the Maximum Retail Price indicated on the labels of the bottles and issue bill to the customers accordingly.

### **43. Harboursing of certain persons prohibited.**

- Persons, who are known or believed to have been convicted of any non-boilable offences, who [\*\*\*] [Omitted 'reputed' as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.] prostitutes and habitual offenders, shall not be employed nor shall they be allowed to assemble or remain in the licensed premises, and if such persons visit licensed premises the matter shall be forthwith reported to the nearest Police Station by the Lease holder.

### **44. Employment of servants.**

(1)No women shall be employed for sale of Indian Made Foreign Liquor and Foreign Liquor without the special permission of the Commissioner of Proh. & Excise. No male person shall be appointed for such a purpose without the prior permission of the Prohibition and Excise Superintendent and every such person whether male or female before being employed shall obtain from the Prohibition and Excise Superintendent, a Nowkarnama in form N-1 on payment of a fee of Rs. 100/-.(2)No Nowkarnama shall be granted to the following persons:(i)Persons below 21 years of

age,(ii)women,(iii)Persons suffering from any infectious or contagious diseases,(iv)Persons of unsound mind,(v)Persons who in the opinion of the Prohibition and Excise Superintendent is of a bad character.(vi)Persons whose Nowkarnama or licenses has previously been cancelled within the preceding three years.(vii)Persons convicted of any offence under the Andhra Pradesh Excise Act, (Act No.17 of 1968) or the Narcotics Drugs and Psychotropic Substances Act, 1985 (Central Act 61 of 1985) within preceding three years.(viii)Persons convicted under Section 482 to 489 of the Indian Penal Code, 1860 (Central Act 45 of 1860),(ix)Defaulters in payment of an amount due to the State Government under the Andhra Pradesh Excise Act or the Rules made thereunder.(3)All illegal things done in connection with the transport, possession or sale of Indian Made Foreign Liquor and Foreign Liquor or known to have been done in contravention of the provisions of the Act or the or the rules made thereunder by the servants of the Lease holder shall forthwith be reported to the Prohibition and Excise Superintendent, by the lease holder and such orders regarding continuance or otherwise of such servants in service as may be issued by the Prohibition and Excise Superintendent shall be carried out by the lease holder.(4)Every act of the authorized agent or servant shall be deemed to be an act of the lease holder.

#### **45. [ Intimation to Excise Officer. [Substituted as per G.O.Ms.No1878 Revenue (Ex-II) dated 8.11.2005.]**

- The Excise Officer of Andhra Pradesh Beverages Corporation Limited depot shall mark a copy of the transport permit to the Prohibition and Excise Station officer and the Station officer shall inspect and verify the consignment within 3 days of the dispatch of the stock from the Andhra Pradesh Beverages Corporation Limited depot. If the consignment is not verified within the stipulated time mentioned in the rule the licensee can take the stocks into account and sell them.]

#### **46. Consignments to be opened only in the presence of the excise officer.**

- The lease holder shall open the boxes or packages of all Indian Made Foreign Liquor and Foreign Liquor received in the licensed premises only in the presence of and after inspection by the local excise officer or in his absence by any other excise officer duly authorised in behalf. If any box, packet, package or bottle is found doubtfully, carelessly or insufficiently sealed, the lease holder shall produce it forthwith before the Excise Officer for noting down such damages. The articles insecurely sealed or fastened may be returned by the lease holder to the consigner with the prior approval of the Commissioner of Proh. & Excise. The Commissioner of Proh. & Excise, may allow in such an event replenishment of stock without fresh payment of duty. The Commissioner of Proh. & Excise, shall be competent to relax the application of this rule in special circumstances.

#### **47. No breakages or losses in transit allowed.**

- The lease holder is not entitles as against the Government, of any compensation or refund or reduction of duty for any loo in breakage while stocks are in transit.

#### **48. Lease holder to maintain accounts.**

- The lease holder shall maintain full and day to day accounts of I.L &F.L. received and disposed of in Form R-1 the pages of which are machine numbered serially. He shall also maintain such other returns as may required by the Commissioner of Proh. & Excise, and he shall, for each month, send monthly statements and returns before the 5th of the following months in the forms as may fixed by the Commissioner of Proh. & Excise and Prohibition and Excise Superintendent and local Prohibition and Excise Inspector. All registers should be got authenticated before use by the Prohibition and Excise Superintendent.

#### **49. Lease holder to maintain brand-wise accounts.**

- The lease holder shall also maintain in the Daily Brand-wise account in Form R-2 and furnish a statement before 5th of each month to the Prohibition and Excise Superintendent and local Prohibition and Excise Inspector. The register shall be got authenticated by the Prohibition and Excise Superintendent before use and the pages machine numbered serially.

#### **50. Entries in the daily accounts register.**

- The lease holder shall enter in the register in Form R-1 the full particulars of transport permit of passes and documents or trip sheets pertaining to the stocks received by him.

#### **51. Statements of accounts to be furnished.**

- The lease holder shall furnish on requisition any statement of accounts, statistics or other particulars to the Prohibition and Excise Superintendent or to any other officer of the Prohibition and Excise Department not below the rank of a Prohibition and excise Sub-Inspector.

#### **52. Monetary transactions with officers prohibited.**

- Any kind of monetary transactions unconnected with the official purpose between the lease holder and the personnel of the Proh. & Excise, Police, Revenue Department and the personnel of the A.P.B.C.L is strictly prohibited.

#### **53. Officers authorised to inspect premises.**

- Any officer not below the rank of Prohibition and excise Sub-Inspector may enter and inspect the licensed premises during the working hours and inspect and verify all the accounts, registers and stocks. IT shall be competent for such inspecting officer to take such samples as might be necessary, or to take charge of such records and registers as might be necessary, and it shall be incumbent on the lease holder to offer reasonable assistance for such inspecting officers to inspect, verify and to take samples. For any records removed from the premises the Proh. & Excise officer should give a receipt or in the alternative make an entry in the inspection book in this regard.



#### **54. Inspection book to be maintained.**

- An inspection book in form IB-1 with machine numbered pages shall be kept in the shop for the use of the inspecting officers, and the lease holder shall be responsible for the safe custody of it. The inspection book shall be the property of the Government and shall be handed over to the Proh. & Excise officers concerned of the lease period.

#### **55. Licence to be surrendered to the Prohibition and Excise Superintendent on expiry.**

- Every license issued under these rules issued either jointly or severally to the lease holder(s) named therein and shall on its expiry be deemed to have been surrendered by the lease holders to the Prohibition and Excise Superintendent.

#### **56. Lease holders to abide by the provisions of the Act etc.**

- Every holder of the lease under these rules shall comply promptly with all orders or directions issued from time to time under the Act, and the rules and orders made thereunder and shall abide by all the conditions of the lease/permit.

#### **57. Suspension, withdrawal or cancellation of a lease, licence or permit.**

- A lease, licence or permit may be suspended, cancelled or withdrawn in accordance with the provisions of Section 31 or 32 of the Act. [The lease may be re-auctioned on cancellation or withdrawn.] [Substituted 'and the lease may be re-auctioned' as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.]

#### **58. [ Stocks on cancellation of a lease or licence. [Substituted as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.]**

(1)If a lease or licence is cancelled on account of a criminal case during the currency of the lease period the whole stock of the I.M.F.L./F.L seized from the shop shall be confiscated.(2)The stock so confiscated shall be sold by the Prohibition and Excise Superintendent to any lease holder and the sum so realised shall be credited to the Government.]

#### **58A. [ Stocks on withdrawal of lease or licence. [Inserted as per G.O.Ms.No.598, Rev(Ex-II), dated 26.5.2006.]**

- If a lease or licence is withdrawn during the currency of the lease period under sub-section 1 of section 32 or clause (e) of sub-section(1) of 31 of the Act, the whole stock of the I.M.F.L./F.L found in the shop shall be seized and seized stock shall be sold by the Prohibition and Excise Superintendent to any other lease holder and the proceeds of the sale shall deduction of the

expenses and other sum due to the Government shall be refunded to the lease holder.]

## **59. No remission for closure.**

- The lease holder shall not be entitled for remission of lease amount or compensation on account of closure of licensed premises when the same is ordered to close under Section 20 of the Act.

## **60. Removal of difficulties.**

- If there is any doubt or dispute regarding the application or interpretation of any of these rules, the decision of the Commissioner of Proh. & Excise, thereon shall be final. FORM A-1 (See Rule 6(i)) Declaration I.....s/o.....age ( ) years. R/o.....village/Town/Mandal ..... District do hereby agree that if the lease for sale of Indian Liquor and Foreign Liquor by 'shop' is granted in my favour during the auction. I shall remit a sum equal to 1/3rd of the lease amount for the 'shop' immediately on the acceptance of my tender.

**2. If during the re-auction of the 'shop' the bid amount in the re-auction results in decrease of lease amount. I shall be liable to indemnify the resultant loss to the Government in person or through my property. If the re-auction results in increase I shall have no claim over it. Hence, this declaration is duly executed by me to-day the.....**

Signature The declaration is executed before me by Sri ..... s/o .....  
R/o.....who is personally known to me/who is identified by Sri.....Signature of the  
Attesting Officer FORM A-2 (See Rule 6 (ii)) Affidavit (To be filled by an intending Tenderer)

**1. I..... s/o....., aged . Occ..... R/o .....  
Village/Town of..... Mandal and ..... District do hereby  
solemnly and sincerely affirm and state as follows:-**

**2.**

**1.**

.....intend to submit a tender under Andhra Pradesh Excise (Lease of Right of Selling by Shop and Conditions of Licence) Rules, 2005.

**3. I hereby declare that I am the absolute owner/joint owner having share to an extent indicated below of the immovable properties mentioned below and I am in exclusive/joint possession and enjoyment of these properties in my right and there are no encumbrances or liabilities on those properties.**

Description of immovable property	Extent of property	Location	Exclusive or joint, if joint the extent of share	Value of the property indicated in Column No. 2 & 4
(1)	(2)	(3)	(4)	(5)
(a) Agricultural lands, (b) Residential house etc.,				

**4. I hereby undertake not to alienate or otherwise encumber the properties listed above in para (3) until I pay the dues if any accrued during the lease period.**

Signature Solemnly and sincerely affirmed this..... day...of.20 the contents of this affidavit having been read over audibly and explained to the deponent who having understood the same put his signature/thumb-impression in my presence at.....Before me Attestor Form A-3(See Rule 6 (iii))Declaration

**1. I.....s/o.....aged.....Occ.R/o..... Village/Town of Mandal and District do hereby solemnly and sincerely affirm and state as follows:**

**2. I.....intend to submit a tender under Andhra Pradesh Excise (Lease of Right of Selling by Shop and Conditions of Licence) Rules, 2005.**

**3. I.....s/o.....age.....years, R/o.....village/Town/Mandal District do hereby declare that I am not disqualified under Rule 8 of Andhra Pradesh Excise (Lease of Right by Shop and Conditions of Licence) Rules, 2005.**

Signature Solemnly and sincerely, affirmed this.....day of 20 the contents of this affidavit having been read over audibly and explained to the deponent who having understood the same put his signature/thumb-impression in my presence at.....Attesting Officer Entry Pass .....District(See Rule 7)Government Of Andhra Pradesh Prohibition And Excise Department

Serial No. () Date

Issued by the office of the Prohibition and Excise Superintendent to Sri.....

s/o.....R/o.....H.No.....Age( ) years, Mandal.....District.....Prohibition and Excise Superintendent Specimen

Signature of the entry pass holder District

Tender for IL & FL for as notified in the District(Rule 14)Gazette No.....dated.....District

**1. Name and address of the Tenderer with father name**

**2. S. No. as per Gazette**

**3. The area and locality of the shop**

**4. Lease amount offered for the lease period**

Rs.....Ps.....(in words.....)Signature of the Tenderer with Date.FORM A-4(See Rule 17)Licence for the sale of Indian Liquor and Foreign Liquor by shopWhereas Sri .....s/o.....r/o.....is the Auction purchaser in respect of the privilege of sale of Indian Liquor and Foreign Liquor by shop at Gazette SI. No for the lease period from ..... To..... I .....Prohibition and Excise Superintendent.....hereby issue Licence to the auction purchaser to sell Indian Liquor and Foreign Liquor on the premises bearing No..... the details of which are as follows:-BoundariesLocality.....village/town within the marginally noted boundaries during the lease period commencing from the.....and ending with the 30th June, 20East:West:North:South:

**1. The privilege extends to the sale of all kinds of Indian Liquor and Foreign Liquor which can be sold for removal from the licenced premises in sealed receptacles in quantities not exceeding 6 quarts in respect of Indian Liquor and Foreign Liquor other than Beer and 12 bottles in Respect of Beer in one transaction to an unlicensed person.**

**2. The licensee is prohibited from purifying, colouring and flavouring the Indian Liquor or mixing any material therewith and from blending another kind of Indian Liquor with it or to keep to his possession other than liquor authorised under this licence.**

**3. The licensee is prohibited from bottling Indian Liquor and Foreign Liquor.**

**4. The possession or sale of diluted beer by the licensee is prohibited.**

**5. All Indian Liquor and Foreign Liquor sold under this licence shall be duty paid and obtained from the IML Depot of the Andhra Pradesh Beverages Corporation Limited as allotted by the Licensing Authority.**

**6. The licensee shall sell only duty paid Indian Liquor sealed, capsuled bottles affixed with Excise Adhesive Labels and manufacturers labels duly approved by the Commissioner of Prohibition and Excise as required, under**

**these rules.**

**7. The licensee shall maintain and furnish to the Prohibition and Excise Superintendent statistics showing the consumption of all kinds of Indian Liquor and Foreign Liquor separately.**

**8. This licence is not transferable.**

**9. The licensee shall be subject to cancellation or suspension at will by the Commissioner of Prohibition and Excise.**

**10. The licensee shall not act in any manner prejudicial to the interests of the revenues of the Government.**

**11. The licensee shall sell Indian Liquor and Foreign Liquor at prices not exceeding the Maximum Retail Price printed on the liquor bottles and issue bills accordingly.**

Dated: day of 20

Prohibition and Excise Superintendent .....District FORM A-5 (See Rule 19) Bank Guarantee  
In consideration of the Governor of Andhra Pradesh hereinafter called "The Government" having agreed to exempt Sri.....hereinafter called "said auction purchaser" from the demand under the relevant rules of Andhra Pradesh Excise (Lease of Right by Shop and Conditions of Licence) Rules, 2005 and as agreed under the terms and conditions agreed dated ..... made between Prohibition and Excise Superintendent and said Auction purchaser for the fulfillment by the said Auction purchaser of the terms and conditions contained in the said rules and said agreement on production of a Bank Guarantee for Rs..... (in words) (Rupees.....) We.....(hereafter) (indicate the name of the Bank).....referred to as "the Bank" at the request of the auction purchaser do hereby undertake to pay the Government an amount not exceeding Rs against any liability of the said Auction purchaser to the Government arising by reason of any breach of the said contract of the said rules and the agreement. (1) We.....do hereby undertake to (indicate the name of the Bank).....pay amounts due and payable under this guarantee without any demur, merely on a demand from the Government. Any such demand made on the Bank shall be conclusive both as regards breach of the terms and conditions and the amount due under the rules and the contract. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(2) We also undertake to pay interest at the rate of 18% for the period over and above 15 days from the date of receipt of demand of claim for payment in writing from you to the date of actual payment made by us. (3) We undertake to pay to the Government any money so demanded or notwithstanding any dispute or disputes raised by the Auction purchaser(s) in any suit or proceeding pending before any court or Tribunal relating thereto in the absence of jurisdiction or prohibitory order, our liability under this present being absolute and unequivocal. (4) The Government are free to demand the amount

guaranteed either completely or in parts as it may suit them. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Auction purchaser (s) shall have no claim against us for making such payment. (5) We..... (indicate the name of the Bank)..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or its claims satisfied or charged to till..... office/Department Ministry of . certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Auction purchaser (s) and accordingly discharge this guarantee. (6) We..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of the Auction purchaser (s) from time to time any of the powers exercisable by the Government against the said Auction purchaser (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said auction purchaser (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. (7) This guarantee will not be discharged due to the change in the constitution of the Bank or the auction purchasers. (8) We (indicate the name of the Bank). undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing. (9) We..... (indicate the name of the Bank) lastly state that this guarantee will remain in force for a period of seven months from the date of execution or clearance certificate obtained from the Government whichever is later. Date the..... day of..... 20 For (indicate the name of the Bank) FORM A-6 (See Rule 22) Counterpart Agreement for lease of Right by shop As required under Rule..... of Andhra Pradesh Excise (Lease of Right by Shop and Conditions of Licence) Rules, 2005. I/We..... s/o..... r/o..... Age.... (...) years severally/jointly are the auction purchasers in respect of the privilege of shop pertaining to village ..... Mandal ..... District on a yearly lease amount of Rs (in words ..... ) for the period from 1st July..... to end of June..... in accordance with the provisions of the Andhra Pradesh Excise Act and the Rules framed thereunder and subject to terms and conditions of auction and also subject to the terms and conditions as agreed to by me/us in this counterpart agreement..... I/We..... hereby affirm that I/We shall be severally and jointly responsible to abide by the terms and conditions of lease issued in respect of the said shop for the lease period as laid down in the Licensee No..... dated..... and I/We shall pay promptly and in time the 2nd and 3rd instalment of lease amounts, amounts towards penalties or any other charges or other liabilities if imposed and any other dues if accrued in respect of my/our shop, I/We shall abide by all the provisions of the Andhra Pradesh Excise (Lease of Right by Shop and Conditions of Licence) Rules, 2005 and other conditions relating to sale of Indian Liquor and Foreign Liquor by shop that are existing and as may be amended from time to time, I/We..... shall be bound to pay any enhanced duty and the like as may be levied from time to time. If I/We..... failed to pay in time lease amounts, excise duty, penalties, if imposed, and any other dues or make any efforts to evade payment of these amounts, the auctioning authority reserves the right to re-auction the shop obtained by me/us and to realise the entire amounts so due by way of forfeiting the deposits and by way of distraining my/our

movable and immovable properties whatsoever I/We ..... possess and selling the said properties under Andhra Pradesh Revenue Recovery Act, 1864. This agreement is executed in favour of the auctioning authority that the authority may enforce the above terms and conditions agreed by me/us.

Placedate Signature or Thumb-impression ofLicensee/Licensees

Address:

I certify that Sri/Sarvasri ..... son of..... known to me/identified by Sri/Sarvasi ..... known to me executed the agreement and signed before me.

Date: Prohibition and Excise Superintendent.....District for the Auctioning authority.

FORM N-1Nowkamama(See Rule 44)Date.....

- (1) District, Here affix photograph, of the agent or the Authorised Servant.
- (2) Mandal,
- (3) Village
- (4) (i) Name of the shop(ii) Number of the licence and date
- (5) (i) Name of the leaseholder(ii) Address,
- (6) (i) Name of the Agent or the authorised Servant  
(ii) Date of Birth/age.  
(iii) Father's name.  
(iv) Identification Marks of the Agent or the authorised servant,
- (7) Signature or thumb-impression of the Agent or the authorised servant
- (8) Signature or thumb-impression of the leaseholder.  
Here affix photograph, of the agent or the Authorised Servant.

Seal:

Place:

Date: Prohibition and Excise Superintendent

Note. - (1) The agent or the authorised servant shall sign or affix his thumb impression before the Prohibition and Excise Superintendent(2)Prohibition and Excise Superintendent shall attest the signature or thumb impression and also sign across the Photograph of the agent/authorised servant under his official seal in token of its correctness,(3)The Nowkamama shall be issued duplicate and the duplicate retained in the Office of the Prohibition and Excise Superintendent.FORM R-1(See Rule 48)Daily Account Register(Separate page should be set apart for each type of liquor with an index in the front page of the Register)Name of the lease holder Licence No. and Date

SI. No.	Date, Month and year	Opening Stock	Receipts	Issues
---------	----------------------	---------------	----------	--------

No. of Bottles (1)	Quarts, Pints, Nips, Dips (2)	No. of Bottles (3)	Quarts, Pints, Nips, Dips (4)	No. of Bottles (5)	Quarts, Pints, Nips, Dips (6)	(7) (8)
--------------------------	-------------------------------------	--------------------------	-------------------------------------	--------------------------	-------------------------------------	---------

Balance (9)	No. of date of T.P. In respect of receipts Shown in Col. 5, 6. (10)	Signature of the lease -holder (11)	Remarks (12)	(13)
----------------	---	---	-----------------	------

Form R-2(See Rule-49)Daily Brand-wise Account Register(Separate page should be set apart for each type of liquor with an index in the front page of the Register)Name of the Lease holderLicense No. and Date

Opening Stock Receipts

Date (1)	Item (2)	Quart (3)	Pint (4)	Nips (5)	Dips (6)	Quarts (7)	Pints (8)	Nips (9)	Dips (10)
-------------	-------------	--------------	-------------	-------------	-------------	---------------	--------------	-------------	--------------

Issue Balance

Quart (11)	Pint (12)	Nips (13)	Dips (14)	Quarts (15)	Pints (16)	Nips (17)	Dips (18)	Signature of the lease holder (19)
---------------	--------------	--------------	--------------	----------------	---------------	--------------	--------------	---------------------------------------

FORM I-1Inspection Book(See Rule 54)(1)Date of Inspection.(2)Time of Inspection,(3)Name of the Officer Inspecting with his designation,(4)Quantity of liquors as per stock books,(5)Quantity found actually in stock,(6)Difference if any, and the reasons given by the leaseholder(7)General conditions of the licensed premises,(8)Other remarks or directions, if any.Signature of the Officer inspecting