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589  
2-8-84

प्रकल्प विभाग

9-1-87

मुख्यालय खासिकारी  
दिल्ली विभाग

विषय: चंद्रपुर येथील जागेचे मूळ करारपत्र  
सक मध्ये देवास्थानाला

महाराज

या महास्थानाला चंद्रपुर येथे जोडलेले जागेचे खासिकारी

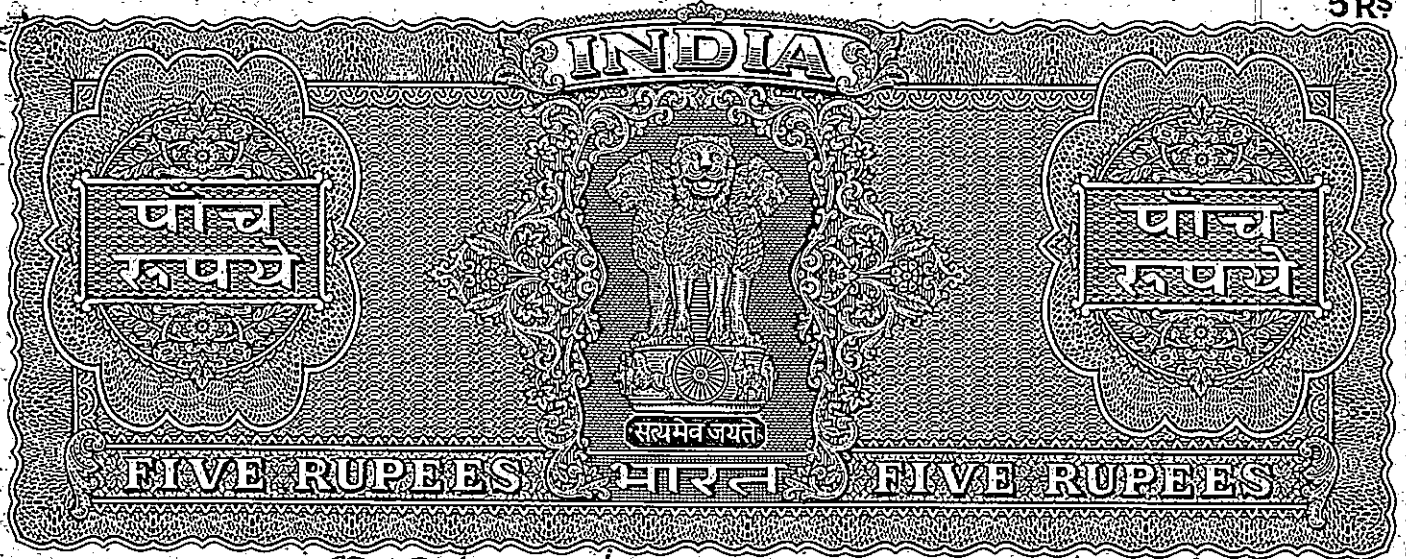
देवास्थानाला जागेबाबलचे मूळ करारपत्र जोडलेले आहे व संपन्न  
कस्टोडियन देवा

उनापला विद्यासु

रूप रक्षण देवा

उपमेयांकक (प्रकल्प) 9/5  
दंडिना

सोबत: मूळ करारपत्र  
चंद्रपुर



*Handwritten signatures and text in Devanagari script, including the name 'श्री. ए. ए. वैद्य' (Shri. A. A. Vaidya) and other illegible signatures.*

DEED OF LEASE

**LESSOR :** Agricultural Produce Market Committee., Chandrapur  
Tahsil and District : Chandrapur.  
Through its Administrator Shri N. M. Vaidya

**LESSEE :** The Maharashtra State Co-operative Marketing Federation  
Ltd., Bombay - 9.

THIS DEED OF LEASE MADE BETWEEN Agricultural Produce Market Committee, Chandrapur having its office at Chandrapur Tahsil and District Chandrapur (hereinafter called the Lessor) of the one part and The Maharashtra State Co-operative Marketing Federation Ltd. having its office at Kanmoor House, Narsi Natha Street, Bombay- 400 009. (hereinafter called the Lessee) WHEREAS the Lessor holds land described in the Schedule hereunder Specified AND WHEREAS The Lessor is a Committee concerned with regulation of Marketing of Agricultural Produce AND WHEREAS the Lessee in a society which deals in Agricultural Produce AND WHEREAS The Lessee is interested in constructing a Godown in the area of the Lessor Committee and to take the Lessor's land on leasee have agreed to enter for that purpose and WHEREAS The Lessor and the Lessee have agreed to enter into the transaction of lease on the terms and conditions herein mentioned.

HOW THIS DEED WITNESSETH AS UNDER :-

In consideration of the rent hereby reserved and all the covenants and agreement on the part of the Lessee hereinafter demise to the Lessee the land described in the Schedule annexed hereto, to hold the same from 1st day of July 1984 for a term of 30 years Rs. 0.05 (Five paise) per sq.ft. per year during which period the Lessee shall pay the sum of Rs. 2,178-00 per year as Lease money or rent in advance on or before the 31st day of December of each year at the office of the Lessor or such other place as the Lessor may required or appoint in this behalf from time to time, the first of such payment has been made on 1st day of July, 1984. This agreement will be extended for further periods of 69 years upto 2083 A.D. on 30 years basis. The Lessee hereby covenants as under :-

i) The Lessee shall use the land for the purpose of construction of office and godown of the Lessee

ii) The year of tenancy shall be from 1st day of July 1984 to the 30th day of June every year according to Gregorian Calander.

iii) The Lessee shall pay the yearly rent to the Lessor on or before 30th day of June every year in advance.

iv) The Lessee shall be responsible for maintenance and management of the demised plot.

v) Soon after the execution of this deed. The Lessee shall construct office/godown building after obtaining requisite sanction from the relevant authorities and/or officers shall not make any construction in breach of the laws and sanctioned plan.

vi) The lessee shall commence the aforesaid construction work with in a period of one year, from the commencement of lease or within such extended period as the Lessor may decide failing which the lease shall be deemed to have come to an end.

vii) If within the lease period of 30 years extendable upto 2083 on the basis of 30 years each, the lessor committee requires the leased plot or structure thereon, the Lessor Committee would be entitled to terminate this lease by giving a notice as per law but in that event the Lessor Committee would pay the amount equal to value of the structure determined by applying the principle in accordance with the principles for determining market value of property as per Land Acquisition Act and the Lessee shall be bound to hand over possession of the plot and structure thereon to the Lessor.

viii) The Lessee shall obtain electric and water connection for use on the demised plot from the Market committee and shall pay the charges thereof to the Market Committee at such rates as may be fixed by the Lessor from time to time.

ix) The Lessee shall not commit or cause to be committed any such act as would constitute nuisance or impair public health or diminish value or utility of the demised plot or any other property of the Lessor.

x) The Lessee shall sublet the plot or structure thereon to any other person, firm or body corporate.

xi) The Lessee shall not divide or sub-divide the demised plot.

xii) The Lessee shall pay the taxes, cess or other dues imposed by the Municipal or any other local authority in respect of demised plot. In case of non-payment, the Lessor shall be entitled to pay the same and to recover it from the Lessee with such interest, damages or costs as may be found reasonable by the Lessor.

vii) If within the lease period of 30 years extendable upto 2083 on the basis of 30 years each, the lessor committee requires the leased plot or structure thereon, the Lessor Committee would be entitled to terminate this lease by giving a notice as per law but in that event the Lessor Committee would pay the amount equal to value of the structure determined by applying the principle in accordance with the principles for determining market value of property as per Land Acquisition Act and the Lessee shall be bound to hand over possession of the plot and structure thereon to the Lessor.

viii) The Lessee shall obtain electric and water connection for use on the demised plot from the Market committee and shall pay the charges thereof to the Market Committee at such rates as may be fixed by the Lessor from time to time.

ix) The Lessee shall not commit or cause to be committed any such act as would constitute nuisance or impair public health or diminish value or utility of the demised plot or any other property of the Lessor.

x) The Lessee shall not sublet the plot or structure thereon to any other person, firm or body corporate.

xi) The Lessee shall not divide or sub-divide the demised plot.

xii) The Lessee shall pay the taxes, cess or other dues imposed by the Municipal or any other local authority in respect of demised plot. In case of non-payment, the Lessor shall be entitled to pay the same and to recover it from the Lessee with such interest, damages or costs as may be found reasonable by the Lessor.

xiii) The Lessee shall keep the structure on the leased plot duly insured at the costs of the Lessee.

xiv) The Lessee shall be liable to pay the agricultural

or non-agricultural assessment in respect of the leased plot and on failure of the Lessee to pay the same, the Lessor shall be entitled to pay and recover the same from the Lessee with such interest, cost or damages as may be found reasonable by the Lessor.

xv) The Lessee shall not cause any damage to the roads, trees, structures etc., standing in the market yard of the Lessor and shall be liable to pay damages to the Lessor in case of any such loss.

xvi) The Lessee has agreed to bear the costs of execution, stamp duty and registration of the deed.

xvii) The Lessee shall give first preference to the cultivators for storing their produce in the godown of Lessee.

xviii) The structure to be erected by the Lessee on the demised plot shall be used for the purpose as per its Bylaws.

xix) Any amount due to the Lessor ~~recoverable~~ from the Lessee shall be deemed to be an amount due to the Lessor recoverable under the provisions of Section 57(1) of Maharashtra Agricultural Produce Marketing (Regulation) Act, 1963 or such other corresponding legal provisions as may be in force from time to time.

xx) The Lessor shall be at liberty to terminate the Lease in the event of any breach on the part of the Lessee in observing the terms and conditions hereinabove mentioned.

The Lessor hereby covenantes as under :-

~~on the Lessee paying the rent hereby reserved~~ and performing covenants herein before on the Lessee's part contained shall and may peacefully enjoy the demised premises for the term hereby reserved without any inter-

ruption or

ruption of disturbances from or by the Lessor or any person its behalf.

ii) In the event of amalgamation of the Lessee in any other society or in the event of transfer of management of the Lessee as a whole, the lease shall stand transferred to such successor society or body.

The parties hereto hereby agree that in the event of any disputes arising between the lessor and the Lessee during the continuance of this lease as to the terms of this deed or as to whether any amount is due or not or any other dispute touching the relationship of the parties as lessor and Lessee shall be referred to the Disputes Committee of the Lessor, constituted under Maharashtra Agricultural Produce Marketing (Regulation) Act, 1963, rules there under and the Bylaws of the Lessor Committee and the decision of the said Disputes Committee shall be final and binding on the parties.

In all other respects for which the provision has not been made in this deed, the parties shall be governed by the Bylaws of the Lessor Committee and in the absence of any provision in the Bylaws, the provision of Transfer or property Act or any other corresponding law shall govern the relationship, between the parties.

SCHEDULES REFERRED TO ABOVE

One Acre ( 43560 sq.ft. ) area of plot out of the land survey No. Block No. 29, P.H.No. 8 R.N.M. Chanda No. 1 of village Chanda Raiyatwari within the Municipal Limits of Chandrapur Revenue Tahsil and District Chandrapur,

Registration District and Sub-District Chandrapur specifically delineated by digonal lines in the map annexed to this deed forming part of this deed and surrounded as undar :-

To the East :: Vidarbha Cooperative Marketing Society's Plot.

To the West :: Existing Road.

To the North :: Proposad Road.

To the South :: Proposed Road.

IN WITNESS WHEREOF THE respective office bearers/ officers of the Lessor and the Lessee have subscribed their hands and seal to this deed in the presence of witnesses at Chandrapur on this first day of July 1984.

WITNESSES :

(1) *[Signature]* (S. Y. Patil)

LESSOR : (R. N. M. VAIDYA)

Administrator  
Agricultural Produce Market  
Committee, Chandrapur

(2) *[Signature]*

(R. B. Mankar)

LESSEE :

*[Signature]*

(G. A. NAKHALE)  
District Marketing Officer  
CHANDRAPUR