



महाराष्ट्र MAHARASHTRA

2021

BE 518781

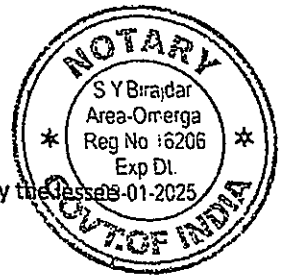
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 उरुमानाबाद अ.क्रं... 19442 ..... दिनांक... 4-10-2021  
 श्री... श्री. मोहियुद्दीन अबुलफाज सुल्तान 3103

कोषागार कार्यालय  
 उरुमानाबाद  
 23 SEP 2021  
 मु.प्र.लि / उप को.अ.  
 उरुमानाबाद

हस्तें... पुनिक कोडे  
 यांना जमवून स्टॅम्प मानित करण्यात आला हा स्टॅम्प दिला.  
 मुद्रांक अस्तित्वात आराम... Blue

कु.प्र.प्र. दि. कुलकर्णी  
 मुद्रांक विभाग, उरुमानाबाद  
 जवानी क्र. 216/1098

NOTED & REGISTERED  
 Reg.Sr. No. 792/2021  
 Date 20/11/2021  
 LEASE DEED



This lease deed is made and executed on 26 day of October 2021 at umarga by the lessee

BETWEEN

Agricultural Produce Market Committee, Umarga. Ta.Umarga Dist Osmanabad. Through its Chairman Shri Mohiyoddin Abulfaiz Sultan (Hereinafter called as "Lessor" which expression shall unless it is repugnant to the context or meaning there of mean and include all its legal representative, executors, administrators, successors-in-interest and assings etc....), of the first part;

AND

THE MAHARASHTRA STATE CO-OPERATIVE MARKETING FEDERATION LIMITED, a co-operative society registered under a Co-Operative society Act, 1960, having its registered office at kanmoor house, Narshi Natha street, Mumbai 400009, having PAN No. AAAAT6218L through its office of district marketing office Osmanabad Designation DMO shri Manoj V. Bajpai (Hereinafter cled as S.Y. Birajdar, ADVOCATE & NOTARY Govt. of India 26 NOV 2021

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"Lessee" which and referred to the context or meaning there of meaning mean and include all its legal representative, executors, administrators, successors-in-interest and assigns etc...,) of the second part;

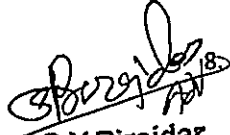
1. WHEREAS the lessor is the sole and absolute owner of the plot, described in the schedule hereunder and hereinafter called as the "Scheduled plot"
2. Where As The Lessor is authorised by resolution No.5 Dated 05/07/2021 To grant lease of the land/plot referred to above and.
3. AND WHEREAS THE Lessor is desirous of taking the aforesaid scheduled plot on rent for the purpose of business on the terms and conditions here in after mentioned;

**NOW THERE FOR THIS LEASE DEED AGREED AS FOLLOWS**

1. The lesser has agreed to lease out and the lessee has agreed to take on lease basis the scheduled plot for a period of 30 year (thirty years) as second scheduled period commencing from Date 14/09/2020 to 13/09/2050 and if desired by the Lessee it shall be extended for another 30 years on the same terms and condition commencing from 14/09/2050 to 13/09/2080 and if further desired by the Lessee it shall be extended for further period of 9 (nine) years on the same terms and conditions commencing from 14/09/2080 to 13/09/2089.
2. The Lessee shall pay to the lessor a sum of Rs. 00.25/Sq. meter /year (twenty five paise)
3. The aforesaid Rent shall be paid in advance at commencement of each year but not later than 15<sup>th</sup> day of commencement of each year.
4. Over and above the aforesaid rent, the lessee shall pay to the lessor the amount of municipal property tax and other tax, cesses and levies Non-Agricultural Assessments, central and state Taxes, etc leviable on the demised plot present and future, payable in respect of the scheduled plot, on the demised plot present and future, payable in respect of the scheduled plot, on the demised plot on production of the Bills for said Taxes and Cess from the concerned Authorities to enable the lessor to credit the same with them.
5. The Lessee shall obtain electric connection of the scheduled plot. The lessee shall pay the Electricity consumption charges to the concerned authorities during the period of lease on the basis of meter. The Lessor shall in no case shall be liable for any of the said charges.
6. The Lessee shall be allowed to display Name Boards, signboards or the like at such places as may be specified by the Lessor in the outer elevation of the Scheduled plot.
7. The Lessee shall maintain the Scheduled plot in good condition at all times and the Lessor has every right to inspect the Scheduled at reasonable times with sufficient prior notice to the lessee during the continuance of this lease.

The lessee shall have a right to grant sub-tenancy or under lease of the whole or any part of the premises taken by this agreement from the lesser.

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

  
S.Y. Birajdar  
ADVOCATE & NOTARY  
Govt. of India

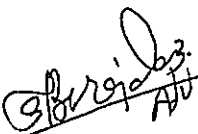
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10. The Lessee shall keep the structure on the leased plot duly insured at the costs of Lessee
11. In the event of any loss being caused to the plot on account of negligence, mischief or misconduct of lessee its agents, servants, licensees, patrons, invitees or visitors, the Lessor shall be entitled to be compensated by the lessee.
12. The Lessee shall maintain the plot in habitable condition and shall not damage the same.
13. That Lessee shall have no right to obstruct or object carrying on by the Lessor of any legal activity or any construction on the aforesaid plot, except the portion of the Schedule plot.
14. The Lessee shall not cause 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 such loss.
15. That the lessee shall not store in the said premises any goods which are hazardous, dangerous, too heavy to damage the structure of the adjoining building or objected to by local or other authorities, and the lessee shall be liable for the consequences of breach of this clause.
16. Any amount, if not paid as and when due shall carry interest @18%p.a. from the date on which it becomes due till payment.
17. On the expiry of Lessee period, the Lessee shall deliver vacant possession of the Scheduled plot Lessee in good condition subject to reasonable wear and tear and/or other causes not which the control to the Lessee.
18. The structure to be erected by the lessee on demised plot shall be used for the purposes of its activities as per its By Laws.
19. The Lessee shall have first preference to the cultivators for storing their produce in the godown of the lessee.
20. Any amount due from the Lessee shall be recoverable under the provisions of Section 57(1) And Market Committee Baylog 46(10) of Maharashtra Agriculture produce Marketing (Regulation) Act-1963, or such other corresponding legal provision as may be in force from time to time.
21. The Lessee will not be evicted or ejected or this agreement of lease shall not be terminated by the lessor in any circumstances or for any cause whatsoever subject to the provisions of the Act.

**THE LESSOR HEREBY COVENANTS AS UNDER;**

1. On the Lessee paying the rent hereby reserved and performing covenants hereby reserved and performing covenants herein before. On the demised plot for the term reserved without any interference from the lessor or any person on its behalf.

In the event of amalgamation of Lessee with other society or body or in the event of transfer of management of the Lessee as a whole the lease shall stand transferred as a whole to the successor Society or Body, who shall also be bound by all terms and conditions hereof.

  
S.Y. Birajdar  
ADVOCATE & NOTARY  
Govt of India

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**RESOLUTION OF DISPUTES**

1. The parties hereto hereby agree that in event of any disputes arising between the Lessor and Lessee during the continuance of this Lease as to the terms of this Deed or as to whether any amount is due any other dispute touching the relationship of the parties as Lessor and Lessee shall be referred to Dispute Committee of Maharashtra Agricultural Produce Marketing (Regulation) Act 1963 and Rules framed decision of the said Disputes committee shall be final and bindin on the parties.
2. In other respect for which the provisions are not made in this covenant, the parties shall be governed by the Bye Laws of the Lessor Committee and in absence of any provision in the Bye Laws the provisions of Transfer of property Act, or any other corresponding law shall govern the relationship between the parties.

**SCHEDULE OF LEASED PLOT.**

All the part and parcel of the Scheduled plot admeasuring 2400 sq. meter out of land possession of the Lessor bearing survey No.207/1 situated at Market Yard, Ekondi Road, Umarga tq. Umarga Dist osmanabad,  
**SARROUNDED BY**

- To the East :- MSWC Warehous
- To the West:- Road (Omerga-Ekondi)
- To the North:- APMC Market Road.
- To the South:- Bondri Of Shri. Sangappa Channappa Ankalkote

IN WITNESS WHEREOF THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING HAVE SIGNED ON THE DAY, MONTH AND YEAR MENTIONED ABOVE, OSMANABAD IN THE PRESENCE OF THE FOLLOWING ATTESTING WITNESSES.

LESSOR

*(Signature)*  
 (M.A.SULTAN)  
 CHAIRMAN  
 AGRICULTURE PRODUCE MARKET COMMITTEE  
 OMERGA  
 WITNESSES

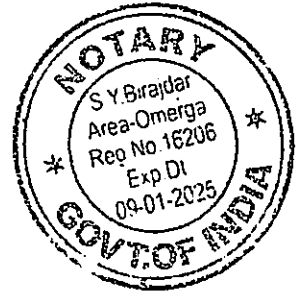
1. Siddappa Shankar (modhe) *(Signature)*
2. Jaypal Rajendra Kambhe *(Signature)*

LESSEE:

*(Signature)*  
 Dist Marketing Officer  
 (M. V. BAIJPAI) Osmanabad.  
 DISTRICT MARKETING OFFICER,  
 OSMANABAD.  
 (THE MAHARASHTRA CO.OPERATIVE  
 MARKETING FEDERATION LTD. MUMBAI.)

Explained & Identified by

- WITNESSRS:
1. Mohan Bira surwase *(Signature)*
  2. Balaji Govindrao Patdar *(Signature)*



SIGNED BEFORE ME  
*(Signature)*  
 S.Y. Birajdar  
 ADVOCATE & NOTARY  
 Govt. of India

26 NOV 2021

