

1383

2/12/21

Sr.No. 1383

Date 2/12/2021

No. No.



महाराष्ट्र MAHARASHTRA GOVT. OF INDIA

2021

BE 514414

स्टॅम्प रुपये 500/- या
उत्सामानवाड अ.क्र. 25619 दिनांक 25/11/2021
श्री. Mahaveeshwar J. Jate. Co. Marketing Federation Ltd
OSB

कोषागार कार्यालय
उत्सामानवाड
22 NOV 2021
श्री. जे. लि / उ. को. अ.
उत्सामानवाड

हस्ता. श्री. (Signature) ...
यांना जनरल सेल मध्येतर्फे हा स्टॅम्प विला.
मुद्रांक प्रत्येकीचे जास्त ...
This lease deed is made and executed on

LEASE DEED

at Kallamb by the lessee

BETWEEN

Agricultural Produce Market Committee, Kallamb. Ta. Kallamb Dist Osmanabad. Through its Chairman Shri. Ramhaji Ganpatrao Shinde (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. Bajpal (Hereinafter called as

NOTARY
GOVERNMENT OF INDIA
Adv. SHAHAJI R. KANBE
KALLAM Dist. OSMANABAD
Mob: 9422496688

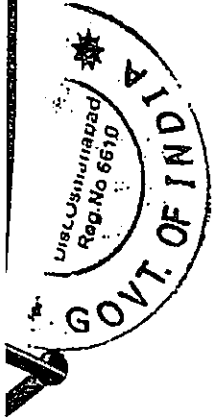
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"Lessee" which and referred to the context or meaning there of meaning mean and include all its legal representative, executors, administrators, successors-in-interest and assigns etc....) of the second part;

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. 19 Dated 25/06/2021 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 THEREFOR THIS LEASE DEED AGREED AS FOLLOWS

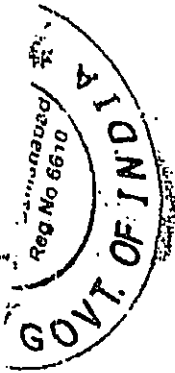
1. The lesser has agreed to lease out and the lessee has agreed to take on lease basis the scheduled plot for a period of 30 year (thirty years) as second scheduled period commencing from Date 01/08/2020 to 31/07/2050 and if desired by the Lessee it shall be extended for another 30 years on the same terms and condition commencing from 01/08/2050 to 31/07/2080 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 01/08/2080 to 31/07/2089.
2. The Lessee shall pay to the lessor a sum of Rs. 00.25/Sq. meter /year (twenty five paisa)
3. The aforesaid Rent shall be paid in advance at commencement of each year but not later than 15th 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, etcleviable 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 plat. 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 a lowed to display Name Boards, signboards or the like at such places as Omay 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.
8. 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.
9. The Lessee shall not divide or sub-divide the demised plot.



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GOVERNMENT OF INDIA
Adv. SHAHAJI R. KANSE
Osmanabad Dist. OSMANABAD
Dist. No. 0472105688

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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 licences, patrons, invitees or visitors, the Lessor shall be entitled to be compensated by the lessee.
12. The Less 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 play damages to the Lesser 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 construction of the adjoining building or objected to by local or other authorities, and the lessee shall 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 become 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 Belong 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 lessee or 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.
2. In the event of amalgamation of Lessees with other society or body or in the event of transfer of management of the Lessees as whole the lease shall stand transferred as a whole to the successor Society or Body, who shall also be bound by all term and condition here of.


NOTARY
GOVERNMENT OF INDIA
Adv. SHAHAJI R. KANSE
ALBAM DIST. OSMANABAD
Mob. 9422499606

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2/12/2004
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RESOLUTION OF DISPUTES

REG NO 66
GOVT. OF INDIA

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 binding 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 23650 sq. Meter of land Possession of the Lessor bearing survey No. 106 situated at Market Kallamb Tq. Kallamb Dist Osmanabad, SARROUNDED BY

To the East :- 40 Feet Road

To the West:- APMC Plot

To the North:- APMC Plot

To the South:- Kallamb TKVS Godown

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

(Mr. R.G. Shinde)
CHAIRMAN
AGRICULTURE PRODUCE MARKET COMMITTEE
KALLAMB
WITNESSES

[Signature]
सभापति

कृ.उ.वा.स.कळंब

1. *[Signature]* *[Signature]*
2. *[Signature]* *[Signature]*

LESSEE:
[Signature] जिल्हा पुरान अधिकारी
(M. V. BAIJAI) *[Signature]*
DISTRICT MARKETING OFFICER,
OSMANABAD.

(THE MAHARASHTRA CO.OPERATIVE MARKETING FEDERATION LTD. MUMBAI.)

- WITNESSRS:
1. Baburao Madhavrao Mhetre. - *[Signature]*
 2. *[Signature]* *[Signature]*

Before me

[Signature]
2-12-04
20/11
SHAHAJI R. ANSE
NOTARY
GOVT. OF INDIA
Kallamb, Dist. Osmanabad
Maharashtra Pin 432106