



राजस्थान

LEASE - DEED

This lease is made on the 17<sup>th</sup> day of JUNE ~~1976~~ 1976 between MESSERS BHILWARA PROCESSORS LIMITED, BHILWARA (hereinafter called 'the Lessee') which expression shall, unless excluded by or repugnant to the context, include his heirs, successors, executors, administrators, and assigns of the first part and the Governor of the State of Rajasthan, (Hereinafter called 'The Lesser') which expression shall unless excluded by or repugnant to the context include his successors in office and permitted assigns of the Second part.

WHEREAS the Lesser has agreed to grant and the lessee has agreed to accept the lease of a plot of land measuring 38 Bighas 18 Biswas i.e. 20.60 Acres situated at Bilia Kalan (Bhilwara) (Name of place) and more particularly described in the Schedule hereto (hereinafter) called the 'Plot' on the conditions herein-after appearing.

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*For. Bhilwara Processors Ltd.*  
*Attorney*  
 Collector  
 BHILWARA P.A.

*सहायक संचालक*  
*उद्योग विभाग, भीलवाड़ा*



9.00 रु. 24.00  
 श्री जवाहर लाल नेहरू जी.  
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आदिनांक 19 वास 6 सन् 1976 12

Damodar

श्री 1. बले के मध्य उप पंजियक भीखवाडा  
 के सत्रपदायक मध्ये श्री दामोदर पुत्र श्री चन्दगी राम जी उर 2494  
 शक्तिगुणाध्यक्ष नौदरीभाडा हाल भीखवाडा  
 द्वारा प्रस्तुत किया गया।

रसीद नं. 81/52 19/1/76  
 पंजियन पद 20.00  
 सकल 12.00  
 घुमडावन 8.00  
 विविध 0.00  
 योग 30.00

श्री दामोदर पुत्र श्री चन्दगी राम जी  
 श्री दामोदर पुत्र श्री चन्दगी राम जी  
 श्री दामोदर पुत्र श्री चन्दगी राम जी



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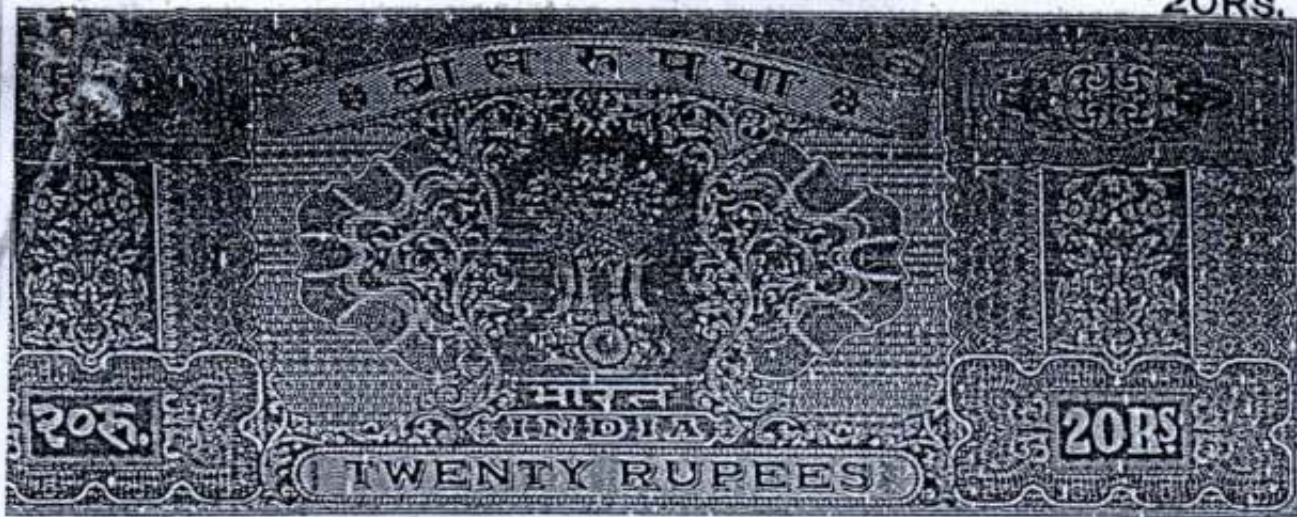
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राजस्थान

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That the lessor agrees to let the said plot and the lessee has agreed to occupy the said plot for a period of ninety-nine years on rent hereinafter specified for the purpose of setting up Processing Mill Industry for which the lessee had applied under provisions of Rajasthan Industrial Areas Allotment Rules, 1959.
2. That the possession of the said plot has been delivered to the lessee on and with effect from 7. 4. 76.
3. That the population of the Village where the said plot is situated is Below 10,000 and the lessee has agreed to pay the rent of the said plot at the rate of Rs 15/- per acre per year which amounts to Rs 309/- (Rupees Three-hundred nine only) in the case of the said plot commencing from the date of taking over possession of the land as above mentioned.
4. That the lessee hereby covenants with the lessor as under:

- (i) That the lessee shall duly pay the stipulated rent of the said plot to the

For Collector  
BHILWARA

For, Bhilwara F. Lessors Ltd.  
Attorney

महायक संचालक  
विभाग, नीलवाड़ा



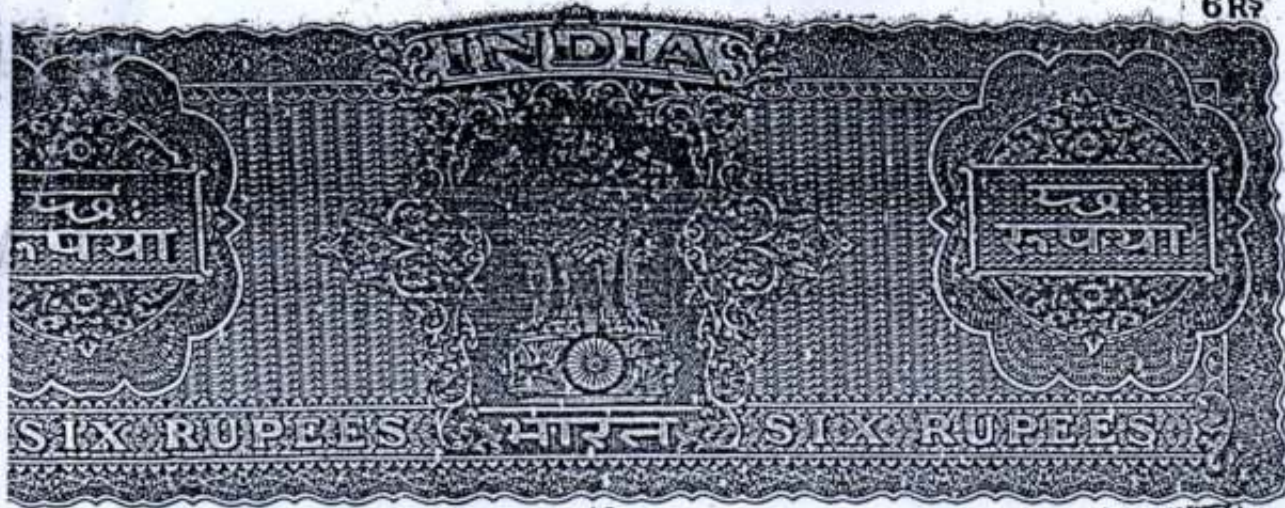
Davies H.

नाम विनाक 29 नाह 6 पृष्ठ 76  
इति संख्या 1 दिन संख्या 173  
पृष्ठ संख्या 211 अथ संख्या 763  
विशेष किंवा गदा ।

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रजिस्ट्रार न्यायिधायी







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lessor or his authorised agent on or before the seventh day of each calendar year for which the rent is due at such place or places, as the lessor may from time to time prescribe.

(ii) The rent as aforesaid excludes all kinds of taxes which the Municipal Board, Panchayat or any other civic body has imposed or may impose during the period of lease in respect of the said plot and the lessee agrees to pay such taxes to the authorities concerned direct.

(iii) The lessee hereby agrees to pay the lessor alongwith the rent of the first year a further sum of Rs 2,060/- (Rupees Two-thousandsixty only) by way of development charges in accordance with the provisions of Rules 3(v) of the Rajasthan Industrial Area Allotment Rules, 1959.

on  
(iv) The lessee shall set up/the said plot of land PROCESSING MILLS Industry for which land has been leased to him by the lessor within a period of two years from the date of taking over possession of the land as above mentioned and in case of his failure to do so the said plot shall revert to the lessor unless the period of two years is extended by the lessor on valid grounds.

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सुभाष चंद्र बोस  
उप निदेशक, मीलवाड़ा

Collector  
BHILWARA

For. Bhilwara P. Accessors Ltd.  
Attorney

Dayanidhi



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- (v) The lessee shall construct, erect and build on the said plot of land, only such buildings, sheds and structures as are required by him for setting up industry aforesaid and also such other residential quarters, e.g. watch and ward quarters as one required for those engaged or to be engaged in the said factory.
- (vi) The lessee agrees not to construct or build any structures or buildings on the said plot of land or on a portion of it which may have the object of using it as a commercial undertaking other than for the industry aforesaid for which the said plot has been leased.
- vii) The lessee shall not sublet, underlet or sell its leasehold rights under the lease deed without the written consent of the lessor, provided however, that the lessee shall have the right to assign or to mortgage its lease hold rights hereby demised in in favour of a Financial institution or Institutions for the purposes of availing of financial assistance including guarantee from such financial institutions for the development of industries for which the said land has been leased to the lessee and the said financial institutions or institutions will be at liberty to enforce their rights as mortgages under the law and convey a good title to the lease hold property provided further that the lessee shall inform the lessor about any mortgage or assignment made by the lessee in favour of any financial institutions within a period of three months from the date of such mortgage or assignment.

- viii) The annual rent as aforesaid shall be subject to revision after every thirty years and the enhancement in rent at each such revision shall not exceed 25% of the rent payable for the period immediately preceeding such revision. The lessee hereby agrees to pay such enhanced rent to the lessor as a result of the revision aforesaid.



*Signature*  
19-5-1954  
Collector  
Bhilwara

19-5-1954  
Collector  
Bhilwara

For, Bhilwara Processors Ltd.

*Signature*  
Attorney



(x) In case of any default is made by the lessee in respect of the terms and conditions aforesaid, the plot or the land shall revert to the lessor provided that in case the lessee has assigned or mortgaged its lease hold right hereby devalued in favour of any institution or institutions for purpose of availing of financial assistance as mentioned in clause (vi) here of the lessor shall before exercising its rights to determine the lease of the said plot give notice thereof to the assigns or mortgagee as the case may be and in case the default is not rectified either by the company or by assignee or the mortgagee within a period of three months from the date of receipt of the said notice the said plot or land shall revert to the lessor and the lessee shall have to remove there from at its cost all the building constructed by him thereon. In case of his failure to do so the lessor shall have a right to dispose the said structures or buildings in any way he likes and to refund the proceeds to the lessee after recovering all the sums due to him from the lessee.

(x1) The lessee shall :-

1) Furnish all informations and periodicals reports and returns pertaining to the industry set up in the shed as required by the State Director of Industries or any other officer of the Industries Department connected with the affairs of the industrial area where the plot is situated.

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Collector  
BHILWARA  
For. Bhilwara  
sited.  
cessors Ltd.



(A) contd.

ii) Permit access in the plot to any person or persons nominated by the State Director of Industries to inspect running of the industry.

iii) Comply with the instructions issued from time to time by the said director of Industries or any other officer connected with the affairs of the area where the plot is situated.

5.

The cost and expenses incidental to the preparation, execution and registration of this lease including stamp duty shall be borne and paid by the lessee.

In witness whereof the parties hereto have set their respective hands on the dates mentioned against their signatures.

1. WITNESS *सचिव* *सचिव* Signed for and on behalf of the Governor of the State of Rajasthan. *for. A*

*8* *हार्दय* *उद्योग विभाग, भीलवाड़ा* *Philwara*

2. WITNESS *Philwara* 2. Signed by the said Lessee. *for. A*

Date \_\_\_\_\_

Date \_\_\_\_\_





SCHEDULE

Plot of land measuring 38 Bighas and 18 Biswas i.e.  
20.60 Acres.

Bounded on the		
Kashra No.	140	141
Area in Bighas	17.90	21.00
East Khasra No.	Railway Line.	
North " "	139	
North " "		
South " "	142/2	
West " "	Tar Road	

Situated in village Bilia Kalan, Tehsil Bhilwara,  
District. Bhilwara.

*Dangal*  
For. Bhilwara Messors Ltd.  
*D. F. M.*



*सहायक संचालक*  
उपनि विभाग, मीलवाडा

*A. G. Raut*  
Collector  
BHILWARA