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JAWAHARLAL NEHRU KRISHI VISHWA VIDYALAYA
JABALPUR, M. P.

JABALPUR-482 004

No. P&D/C-4(40)/GOI/97-98/5976

Date... 1-11-97

To

✓ The Asstt. Admn. Officer,
National Research Centre for Weed Science,
(I.C.A.R.)
P.Box No.17, Maharajpur, Adhartal,
Jabalpur (MP)

Subject:-Execution of Lease Deed for transfer of Land.

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Sir,

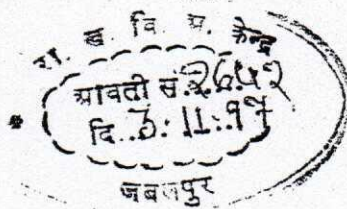
With reference to your letter No. 23/654/89 dated nil, on the above subject, Kindly find enclosed herewith a copy of the Lease Deed duly signed by the Vice-Chancellor alongwith a photocopy of the same for necessary records.

Kindly acknowledge the same.

Yours faithfully

Encl : As above.

[Signature]
DEPUTY COMPTROLLER





LEASE DEED

This Lease is made on the Nineteen 19 day of Nineteen hundred and ninety one between the JNKVV acting through Vice-Chancellor (hereinafter called the "Lessor") on the one part and the Indian Council of Agricultural Research, a society registered under the Societies Registration Act, 1960 with its headquarters at Dr. Rajendra Prasad Road, Krishi Bhawan, New Delhi - 110 001 acting through Director NRC for Weed Science (hereinafter called the "Lessee") on the other part.

Whereas the Lessor is the absolute owner, free of all encumbrances and in possession of the plot of land measuring 61.500 (ha) in Kheri, Chhail and Maharajpur villages of Jabalpur Tehsil Jabalpur Distt. of Madhya Pradesh State which is more specifically described with boundaries in the scheduled given below and in the site plan enclosed with this deed (which forms a part of the deed.)

Whereas for the Lessee is in need of a suitable plot of land in the State of Madhya Pradesh for cultivation and for constructing buildings etc. for the establishment of the National Research Centre for Weed Science of the ICAR (hereinafter called the NRCWS) and has requested the lessor to lease the said land for Ninety Nine years long terms.

WHEREAS the said purpose of the lease, the establishment of the NRCWS of ICAR at Jabalpur which is in the public interest, the lessor has decided to lease the said plot of land to the lessee on the following terms and conditions mutually agreed upon between the lessor and the Lessee :-

That the Lessor shall hand over approximately 61.500 ha. of land as described in the following schedule and the enclosed site plan to the Lessee :

That the Lessee shall pay a nominal rent of Rs. 1/- (Re. One only) per annum.

That the lease shall be deemed to have been commenced from 01.01.90 (First day of January Nineteen hundred and Ninety). The date of taking possession of the land by NRCWS.

That the lessee, paying the nominal rent hereby reserved and performing and observing the covenants and conditions herein contained and on his part to be performed and observed, shall and may peaceably and quietly, hold, possess and enjoy the said land for a period of 99 years (Ninety nine years) or till the termination of the NRCWS whichever is earlier, from the date of execution of this deed without any interruption or disturbance by the lessor or any person claiming under or on behalf of the lessor.

that the Lessee shall be free to construct any laboratories, office accommodation, hostels and such other buildings as may be considered necessary, in the leased land during the period of agreement at his cost and continue and maintain the NRCWS, in the said area till the end of the lease period i.e. 99 years (Ninety Nine Years) or till the termination of the NRCWS which ever is earlier.

- vi. That, the Lessor shall provide all reasonable facilities to the Lessee for installation of electricity, water and other facilities at the cost of the Lessee and the Lessee is liable to pay for the electricity and water etc. at the rates applicable for such services.
- vii. That, should be Lessee so desire, the Lessor will undertake construction of building necessary through its engineering department according to prevailing rates for the construction of buildings by an outside party or according to such terms and conditions as may be mutually agreed upon.
- viii. That the lessor will pay all the rates, taxes and charges which are now payable or may hereafter be payable in respect of the demised property.
- ix. That the Lessee will not subject or transfer the demised property or the buildings to be erected thereon without the consent in writing of the Lessor.
- x. That the Lessee will not without the consent in writing of the Lessor use or permit the use of the demised property for any purpose other than that for which is let:
- xi. That the Lessor shall not have the right to evict the Lessee from the said plot of land under any circumstances within the lease period, and will be entitled to seek only damages in case of any breach of terms of this deed:
- xii. That the expression "the Lessor" and "the Lessee" herein used shall unless such an interpretation be inconsistent with the context, include the successors, administrators, representative and assigns of the other and the later:
- xiii. That if, at any time, during the tenure of the lease or at the end of the present term of the lease (if it is not further extended) or at the end of any extended period of lease, the purpose for which the NRCWS is over or terminated, the leased property together with the added constructions and electrical and water installations shall be handed over to the lessor. The lessor will pay the depreciated value for any improvements or buildings made by the lessee after taking over possession of the land from the lessor, according to the formula agreed upon between the parties. The lessee will also be entitled to remove at his own cost, all moveable property including laboratory apparatus, equipments, books, furniture, records etc.
- xiv. that the lessee shall receive the ~~produce~~ ^{Produce} of all trees on the said lands but shall not remove out or injure trees without permission of the collector of the District and then so far only as may be necessary for the use of the land for the Establishment of the NRCWS.
- xv. That the lessee shall make and keep marked boundary of the said lands and point out when so required by the collector of the Distt.

- xvi. That the Lessee shall not add to or remove the soil of the said land except so as may be necessary for the aforesaid purpose.
- xvii the lessor and Lessee may, by mutual consent, reduce or extend the terms of the lease.
- xviii the lessee agrees to pay and bear the stamp duty;
- xix That the lease shall pay the amount of land compensation, land rent, Tax, Land Revenue, Development charges or any other charges that may arise infuture and levied on the lessor in respect of the land leased out for 99 years w.e.f. 1.1.90 for establishment of the NRCWS at Jabalpur.
- xx. That the lessee and the lessor by mutual consent will decide the amount payable to the Lessor towards the additional recurring expenses involved due to displacement of time scale laboures working on the fields, consequent upon handing over 61.500 ha land on 1.1.90.
- xxi. In the event of any question,disput of difference arising under or in connection with this agreement (except as to any matter, to decide for which a specific provision is made in the agreement) the same shall be referred to the arbitration of the two Arbitrators, to be appointed respectively by the Lessor and Lessee and in case of any difference of opinion, between the Arbitrators, to the arbitration of, an umpire to be nominated by the Arbitrators before they commence the arbitration proceedings. All provision of the arbitration Act 1940 with ammendments shall apply to such arbitration proceedings. The award of the Arbitrator shall be final and binding. The venues and cost of arbitration shall be at the discretion of the Arbitrations.

SCHEDULE

A. Boundaries for cultivable land proposed to be leased :

East : Railway line

West : National Highway No. 7

North : NAZUL GOVT. LAND/Karonda Nala

South : JNKVV Farm Land/Non metal Road

B. Boundaries for Buildings :

East : Nil

West : Nil

North : Nil

South : Nil

IN WITNESS WHEREOF THE parties i.e. the Lessor and the Lessee have set their hands hereunto on the day and year written above.

IN WITNESS WHEREOF THE parties, i.e., the Lessor and the Lessee have set their hands hereunto on the day and year written above.

WITNESS :

1. *[Signature]*
RANJIT RAI
2. *[Signature]*
JAY MANOJ GUPTA

[Signature]
DIRECTOR:
National Research Centre for Weed Science
JABALPUR

(On behalf of the
Indian Council of Agril. Research)

WITNESS :

1. *[Signature]*
Registrar
J. N. Krishi Vishwa Vidyalaya
JABALPUR (M. P.)
Pin - 482004
- 2.

[Signature]
LESSOR
(On behalf of the
State Govt. of Madhya Pradesh/
J.N.R.V.V. Jabalpur).
Vice-Chancellor
J. N. Krishi Vishwa Vidyalaya
Jabalpur - 482004 (M. P.)

[Signature]
29/10/97
Director of Farms,
J. N. Krishi Vishwa Vidyalaya
Jabalpur.

2004

न्यायालय कोर्ट ऑफ स्टाम्प, जबलपुर

प्रकरण क्र. 5/बी-105/95-96

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// आदेश //

प्रारित दिनांक - 19.6.1996

प्रकरण की विषय वस्तु यह है कि श्री बी. एम. भान डाइरेक्टर राष्ट्रीय अरबतवार विज्ञान अनुसंधान केन्द्र भारतीय कृषि अनुसंधान परिषद आधारताल जबलपुर द्वारा हस्ताक्षरित आवेदन पत्र श्री बलवंत राव द्वारा दिनांक 4.6.96 श्री बलवंत राव द्वारा लीज डीड का लिखत स्टाम्प अधिनियम की धारा 31 के अन्तर्गत न्याय निर्णय हेतु प्रस्तुत किया। साथही लखे 3/- का शुल्क बालान क्रमांक 2/10 दिनांक 4.6.96 द्वारा जमा किया गया विलेख कोरे कागज में लिखा गया आवेदन पत्र के साथ कोरे फ़ास को प्रस्तुत कर कोर्ट ऑफ स्टाम्प से इस विलेख में देय स्टाम्प शुल्क के संबंध में न्यायिक निर्णय के माध्यम से अभिमत हेतु प्रार्थना की है। प्रकरण संतोषित किया गया।

देय स्टाम्प शुल्क के संबंध में विलेख का परीक्षण किया गया जिसके संक्षिप्त तथ्य इस प्रकार है :-

- 11] दि. डाइरेक्टर राष्ट्रीय अरबतवार विज्ञान अनुसंधान केन्द्र जबलपुर द्वारा सचिव राष्ट्रीय कृषि अनुसंधान परिषद [बदलावाहीता] के पक्ष में कुलवति जवाहर लाल नेहरू कृषि विश्वविद्यालय म. प्र. शासन की ओर से [बदलावाहीता] द्वारा लिखा जाना अभिमत है।
- 12] लीज 1/- लखे प्रतिवर्ष के नाममात्र के किराये पर 99 वर्ष की अवधि के लिए दी जाना है।
- 13] आवेदन पत्र के साथ तल्लग्न तहसिलों के अवलोकन करने से स्पष्ट है कि प्रस्तावित भूमि रकबा 61.500 हेक्टेयर, अभिलेख में ग्राम डेरी नंबर बन्दोबस्त 570 खसरा नंबर 284 रकबा 25.64 हेक्टेयर स्त्रीकल्चर कार्म भूमि स्वामी ग्राम रिछाई सं. 402 खसरा सं. 2, 4, 5, 6, 7, 8, 9 कुल रकबा 34.71 हेक्टेयर कृषि अनुसंधान परिषद जवाहर लाल नेहरू भूमि स्वामी स्त्रीकल्चर कार्म आधारताल जबलपुर भूमि स्वामी एवं ग्राम महाराजपुर सं. 644 खसरा सं. 364 से ले रकबा 1.119 हेक्टेयर कृषि महाविद्यालय जबलपुर भूमि स्वामी दाय है।

प्रस्तावित विलेख के फ़ास के परीक्षण एवं तल्लग्न तहसिलों के अवलोकन करने पर यह वैधानिक तथ्य स्पष्ट हुआ कि म. प्र. भू राजस्व संहिता की 1959 की धारा 168 के प्रावधानों के विरुद्ध बदला दिया जा रहा है। नये अतः फ़ास

केस
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29/6/96

सर्व-प्रथम
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विधि के तम्मत नहीं होने के कारण प्रकरण धारित किया जाता है ।

मदन कोर्षी

कलेक्टर आक स्टाम्प, जबलपुर

जबलपुर, दिनांक

क्रमांक/

/स्टा.कले./96

प्रतिलिपि:-

आवेदक की ओर सूचनार्थ प्रेषित ।



कलेक्टर आक स्टाम्प, जबलपुर

10/6/96

ज.प्र. शा.
उत्तरा आदेशादि ई.प्र.

दिनांक
24/6/96

फुल्लक