

**LEASE DEED**

**THIS LEASE DEED** is made on today the \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_, by and between: -

The Government of Jammu & Kashmir through Director Horticulture Planning & Marketing Department, (hereinafter called the 'LESSOR' which expression unless contrary or repugnant to the context shall mean and include its successors, official assign, administrators, receivers, executors or legal representatives) of the **ONE PART. AND** Sh./Smt./Mr./Mrs./ \_\_\_\_\_ (hereinafter called the 'LESSEE' which expression unless contrary or repugnant to the context shall mean and include his/her/their legal nominees, heirs, successors, executors and permitted assigns) of the **OTHER PART.**

**WHEREAS** the LESSOR through a notice issued on \_\_\_\_\_ through (Name of News Paper) invited applications from the Fruit Growers, Fruit Traders and Cooperative Societies of Fruit Growers for allotment of shop-site at Fruit & Vegetable Market \_\_\_\_\_.

**WHEREAS** a committee was constituted by the Government vide Government order No. \_\_\_\_\_ dated: \_\_\_\_\_ named as Administrative and Development Committee of Fruit and Vegetable Market \_\_\_\_\_.

**WHEREAS** the LESSEE was found eligible for allotment of shop site measuring \_\_\_x\_\_\_ sq .feet (**Give Exact Dimensions**) after the committee as mentioned above gave clearances for the same; and,

**WHEREAS** the LESSOR has offered to lease out to the 'LESSEE' and the 'LESSEE' has agreed to obtain on lease a shop site of the aforesaid size bearing No. \_\_\_\_\_ in the aforesaid market (hereinafter referred to as premises and delineated in the plan annexed hereto) for the purpose of construction of shop and conducting of wholesale trade of Agricultural/Horticultural produce on the terms and conditions, appearing hereinafter on payment of NON REFUNDABLE PREMIUM of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by the LESSEE/S as per clause of the covenants of this agreement.

**WHEREAS** the LESSOR is the owner & in possession of the premises and an NOC has been obtained from the Revenue Department for demising of the same;

**WHEREAS** it has further been agreed to by the LESSOR to demise, the shop site in the aforesaid Market to the above named LESSEE bearing shop site No. \_\_\_\_\_ who has/have paid the premium to the LESSOR through the following Demand Drafts, the receipt of which the LESSOR hereby acknowledges;

S. No.	Name of the Bank	Demand Draft No. & Date	Amount of Draft (Rs.)
1.			
2.			
3.			
4.			

**NOW THEREFORE, THIS INDENTURE WITNESSETH AS UNDER:**

1. That in consideration of the FULL PREMIUM of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) of the aforesaid **LEASE DEED** and on the whole payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), the receipt whereof the LESSOR hereby acknowledges, and the ground rent hereinafter reserved and all the covenants on part of the LESSEE hereinafter contained, the LESSOR hereby demises on lease into the LESSEE and the LESSEE hereby take on lease, the shop site measuring \_\_\_x\_\_\_ sq .feet (**Give Exact Dimensions**), bearing shopsite No. \_\_\_\_\_ in the premises aforementioned and more particularly delineated in the red in the plan annexed hereto, forming part of this deed, for a period of 40 years (FORTY YEARS) in the first instance, commencing from the date of execution of this Lease Deed and yielding a ground rent amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). (**Ground rent as on the date of execution of lease deed**) per Sq. ft per month with the provision of enhancement @15% every three(03) years from the date of commencing of this Lease Deed to the last mentioned date having been paid before the execution of these presents in the following ratio/proportion: -
  - i. LESSEE No. 1 \_\_\_\_\_
  - ii. LESSEE No. 2 \_\_\_\_\_
2. That the total premium of the aforesaid shop site measuring \_\_\_\_\_ has been fixed at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). The LESSEE shall pay full premium amount alongwith prescribed rent/ground rent (whatever the case may be) due in advance before the execution of this Lease Deed.
3. That the LESSEE/S will hold the above mentioned shop site shop No. \_\_\_\_\_ measuring \_\_\_x\_\_\_ sq .feet (**Give Exact Dimensions**) in the above ratio, for a period of Forty (40) Years in the first instance, commencing from the date of execution of this Lease Deed, with the option of renewal for a further period not exceeding 20 years at a time, provided the maximum period of lease shall not in aggregate exceed 99 years.
4. That the LESSEE/s shall pay without demand to the LESSOR the ground rent @ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) per Sq. ft. per month with the provision of enhancement @15% every three (03) years from the date of commencing of this Lease Deed.
5. That the LESSEE shall have to obtain the Market License under the Jammu and Kashmir State Agriculture Produce Marketing Act/Rules under his/their relevant category of trade to be issued by concerned Agricultural Market Produce Committee (APMC) \_\_\_\_\_ and shall ensure its renewal on regular basis as per financial calendar. The LESSEE shall display the valid License under APMR Act/Rule in the premises allotted to him/them for conduct of business and shall also show/make available the same on demand by the LESSOR through his officers/officials engaged in APMC.

Provided that in case of foreclosure of the business by the allottee for any reason(s), the license issued shall be surrendered before APMC\_\_\_\_\_ and the security (if any) shall be returned after clearance of outstanding (if any) with regard to rent/ground rent/etc.

6. That the demised premises will solely and exclusively be used by the LESSEE/S for conducting wholesale business of notified commodities in Fruit and Vegetable Market \_\_\_\_\_ and for no other purposes.
7. That the LESSEE/s shall have to construct the shop strictly according to the type design/site plan/layout provided and approved by the LESSOR within two years (02 years) from the execution of this Lease Deed /Handing Over of the possession of shop-site, and shall NOT ALTER THE SIZE of the demised shop site measuring \_\_\_x\_\_\_ sq .feet **(Give Exact Dimensions)** whether by sub-division amalgamation or otherwise, & any deviation from such design shall result in cancellation of allotment of shop-site & forfeiture of all the moneys paid by him & that the structure shall be demolished. Any such change, if needed, shall not be altered without LESSOR's permission in writing and approved site plan.
8. That the LESSEE shall obtain telephone, electricity and water connections for the allotted shop-site from the concerned department (s) on his own and the expenses / tariff/rent etc. incurred on such facilities shall be borne by the allottee/s.
9. That the LESSEE shall get the building "FIRE-INSURED" with information /copy of same to this department.
10. That the allottee for conducting of trade /auctioning on the phar shall obtain/renew the license from APMC\_\_\_\_\_ after payment of due license fee/security fee /renewal fee/penalty (whichever is applicable) under rules in vogue.

Provided further that, the allottee shall not take up any construction over the auction platform by way of fixed or temporary structure/fencing/fixing of iron grills etc. The possession of auction platform by such violator shall be taken back with cancellation of license followed further by revocation of the Lease Deed.

11. That the LESSOR (Director Agricultural Marketing / Director Horticulture Planning And Marketing), J&K State its successors, executors, administrators and assignees) reserves to itself all mines, minerals, coals gold washing earth, oils and quarries, in or under the said land, and full rights and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching, working, removing and enjoying the same without providing or leaving any vertical support for the survey of the said land or for any building for the time being standing thereto; provided always, that the LESSOR shall pay reasonable compensation, to the LESSEE, for all damages caused directly by exercise of the one or more rights hereby reserved.
12. That the LESSEE shall not sell, sub-let, transfer, assign etc or otherwise part with the possession of the whole or any part of the said shop site (including any transfer based on a Power of Attorney or entering into a partnership with a person not party to these presents), except with the previous consent of the LESSOR in writing and which the LESSOR shall be entitled to refuse in his/her absolute discretion.

PROVIDED THAT such consent shall not be given for a period of ten years (10 years) from the commencement of this lease unless, in the opinion of the LESSOR, exceptional circumstances exist for the grant of such consent.

PROVIDED also that in the event of the consent being given, the LESSOR may impose such terms and conditions as he/she/they thinks fit and proper, the LESSOR shall be entitled to claim and recover a portion of the unearned increase in the value i.e. the difference between the premium paid and the market value of the said LEASE premises at the time of such transfer, by sale of any Lease Hold Rights, assignments or otherwise parting with the possession thereof and the amount to be recovered thus being not less than Fifty Per Cent (50%) of the unearned increase in the value, and decision of the LESSOR in respect of the market value shall be final and binding.

PROVIDED also that the LESSOR shall has the pre-emptive right to Purchase and Mortgage the Lease premises after deducting Fifty Per Cent (50 %) of the unearned increase aforesaid.

PROVIDED FURTHER that in the event of foreclosure of the business for any reason(s), the LESSEE shall surrender the Lease Hold Rights of the said shop-site on "as-is-where-is" basis to the LESSOR and the lessee shall be entitled to the compensation on the prevailing notified rates only for the structure erected thereon by him/them on the leased shopsite.

13. That the LESSEE/s shall be bound to keep the structure built by him/them on the demised shop fit and in business worth condition and shall be exclusively responsible for the maintenance of the structure at his/their own cost.
14. Notwithstanding anything contained in clause above, the LESSEE may, with the previous consent of the LESSOR in writing, mortgage or charge the said property (premises and structures erected there on), to such persons (Party/parties) as may be approved by the LESSOR in its absolute discretion:

PROVIDED THAT, in the event of transfer, sale, foreclosure of the mortgaged or charged property, the LESSOR shall be entitled to claim and recover the balance of the premium or other dues, if these be in arrears and further that the proprietor shall surrender to the LESSOR at least (50 %) Fifty Per Cent of the unearned increase in the value of the said Lease Premises i.e. the difference between the premium fixed and the market value of the Lease premises. Both these amounts i.e on account of arrears of the premium and the LESSOR's share of the aforesaid unearned increase in the value shall be the first charge on the aforesaid premises i.e. having priority over the said mortgage / charge / debt. The decision of the LESSOR in respect of the market value of the said Lease Premises shall be final and binding on all parties concerned:

PROVIDED FURTHER, that the LESSOR shall have the pre-emptive right to purchase the mortgaged or charged property after deducting 50 % of the unearned increase in the value as aforesaid & or arrears of premium & rent reserved if any. And further, the auction/sale/ transfer shall be made in favour of only related buyer(s) who fulfill the allotment criteria of the notified commodities in the market.

15. That the LESSOR's right to recover 50% of the unearned increase in value and arrears of premium / ground rent, if any, and the pre-emptive right to purchase the mortgaged or charged property as mentioned herein, shall apply equally to an involuntary sale, or transfer whether it be through arbitration, or decision of any Court including executing or insolvency Courts.
16. That whenever the title of LESSEE in the out property is transferred as aforesaid, the transferee shall be bound by all the terms and conditions contained herein and be answerable in all respects therefore, in the same manner, as the LESSEE would have been, but for such a transfer. And, such a transfer and/or transferee (transfer in whose favour has been affected with the prior approval of the LESSOR) shall within three months thereof, give notice of such a transfer in writing to the LESSOR:-
  - i. In the event of death of the LESSEE, the person on whom title of the deceased devolved shall, within three months of the devolution give notice of such devolution to the LESSOR ;
  - ii. The transferee or person on whom the title devolves, as the case may be, shall provide to the LESSOR, certified copies of the documents evidencing the transfer or devolution ; and
  - iii. If the transferor and/or the transferee neglect/neglects to give the notice of such a transfer in writing to the LESSOR, the LESSOR may impose for each such case of neglect, a liquidated damage amounting to Rs. 25000/= (Rupees Twenty Five Thousand only) for the first year and thereafter Rs. 30000/= (Rupees Thirty Thousand only) for each successive year or part thereof on such neglect at his discretion.
17. That the LESSEE shall from time to time and at all times pay and discharge all rates, tax charges and assessments of every description, in respect of the demised premises to the Government or Semi-Government Organization, which are now or may at any time hereafter during the continuance of this Lease be assessed, charges or imposed upon the said premises or on the landlord or tenant in respect thereof. The LESSOR shall have no liability of making payments of these charges to any persons or any department, if such charges or taxes shall remain in arrears or unpaid, the same shall be recoverable by concerned department from the Lessee as per law.
18. That all the arrears of premium/ground rent and other payments due in respect of the said premises hereby demised shall be recoverable as arrears of land revenue.
19. That the LESSEE shall in all respects comply with and be bound by the building, drainage and other by-laws of the proper Municipality or any other Local Authority, for the time being in force. The LESSEE shall be liable, accountable, and bound to adhere and also comply the stipulations contained in the Agricultural Produce Market Regulation Act 1997, Rules by-laws, amendments made from time to time there under or any other laws/rules prevalent or enacted herein after.
20. That the LESSEE shall not without the previous permission/approval/sanction, in writing of the LESSOR and also the sanction or permission in writing of the proper APMC/

municipal or other authority, erect or re-erect anything on the premises to make any alternation or additions either externally or internally to such premises as per the plan already approved by the LESSOR.

21. That the LESSEE shall not undertake any sort of construction /laying of tiles/in-roads, streets, boundary etc. beyond the allotted space measuring \_\_\_x\_\_\_ sq .feet (**Give Exact Dimensions**), any such act on part of LESSEE shall be considered to be encroachment of Government property and in view of violation, action under rules shall be initiated which may include the cancellation of the Lease Deed.
22. That the LESSEE shall not without the written consent of the LESSOR use the premises for the purposes, other than those, for which it has been leased out (Wholesale Fruit and Vegetable Business) nor shall he/she/they do any act or thing, whatsoever, which in the opinion of the LESSOR may be annoyance or disturbance to the LESSOR and/or other persons in the vicinity, neighborhood or locality or be a nuisance in its opinion. The LESSEEs shall be entitled to use the marketing yard in the Fruit Marketing Complex \_\_\_\_\_, in connection with his/their business without creating any inconvenience or obstruction to other users.
23. That the LESSEE shall at all reasonable times grant access to the said premises to the LESSOR, either acting through its own Officers or through any Government or any other authority's Officer, duly authorized or introduced by the LESSOR for being satisfied that the covenants and conditions contained herein have been and/are being complied with. The LESSEE shall not interfere with any officer/official of APMC during inspection in the market.
24. That the LESSOR and his authorized officers at all reasonable times have a right to enter upon the premises with a view to see that the conditions of the lease are being fully observed and adhered to. The LESSEE shall during the term of lease at all the times maintain the Lease Premises and Shop Structure as per the plan approved mentioned above, raised thereon in a good condition and shall have also the right to insure the structure and the stocks-in-trade together with all other assets in their own name against permissible calamities and in the event of destruction of such structure and fixtures etc. by floods, fire, earthquake, rioting, militant activities or other forces of natural calamities themselves indemnified from the insurer without any objection or interference by the LESSOR. The LESSEE shall get the leased property insured against damage/destruction by flood, fire or any other natural calamity for Rs. \_\_\_\_\_ Policy which shall be assigned in favour of the LESSOR.
25. That the LESSEE in the case of destruction of the structure by floods, fire, rioting, militant activities or other forces of natural calamity, etc have a right to erect or re-erect, the structure on the demised premises at their own costs without any interference or objection from the LESSOR but with the permission of the LESSOR for raising such structure under the existing Laws & shall re-erect the same within six months (06 months) of the date of destruction as per the plan approved by the Lessor.
26. That the LESSOR shall be indemnified against all damages (of the Lease Premises hereby demised) that may result from any act of omission or commission on the part of the LESSEE or any of his/their agents or servants or anybody.

27. That the LESSEE shall not in any way transfer the land or the buildings thereon without the previous sanction in writing of the LESSOR. The LESSOR may allow the transfer of Lease Hold Rights on the recommendations of Administrative Secretary of Horticulture Department, on the proposal initiated by Director Agriculture Marketing, on a case to case basis on payment of transfer fees as may be fixed by the LESSOR which however in no case shall be less than the prevailing market rate. The transfer fee for such transfers so decided by the LESSOR and shall be revised from time to time by Jammu & Kashmir State Agricultural Marketing Board. The transfer fee shall be calculated as a percentage of the prevailing Market Rate. The percentage of transfer fee shall be decided by the State Agricultural Marketing Board.
28. That on the death of the LESSEE, his/her/their lawful heirs and/or successors in interest shall be entitled to succeed to his/their interests in the demised premises leased on production of Legal Heir Certificate and other relevant documents as may be demanded by the LESSOR to ascertain the legality of the claim.
29. That the lease may be renewed by the LESSOR on the expiry of its initial term of Forty Years (40 Years), for a period upto Twenty Years (20 years) maximum in the first instance, on enhanced rent fixed with due regard to circumstances of the leased premises and market value prevailing in the neighborhood. The lease deed shall be governed by the provisions of the Jammu & Kashmir Land Grants Act, 1960 and rules made there under and by the guidelines for renewal of nazool property.
30. That on the expiry of the period of the Lease Deed to the renewed period thereof, as the case maybe, the LESSEE shall handover the premises to the LESSOR in good condition alongwith all construction raised thereon by the LESSEE on payment of such compensation as maybe assessed by the committee appointed thereof by the LESSOR on "AS-IS-WHERE-IS" BASIS.
31. That if it is decided not to renew the lease for any reason, it shall stand determined at the expiry of its term. In that case, the LESSEE shall be responsible to handover the possession peacefully to the LESSOR.
32. Notwithstanding anything contained in this deed, if during the currency on the lease, the demised premises are required/acquired for any public purposes by the Government, the LESSOR shall be competent to acquire the premises and LESSEE is bound to surrender the possession of the demised premises to the LESSOR. The LESSOR shall not in any way be held responsible for any loss that the LESSEE may have to suffer thereby. However, the compensation for improvement made, if any, on the demised premises shall be assessed and finalized on the prevailing approved scheduled rates of the time by the Executive Engineer Horticulture (P&M)/Executive Engineer Roads and Buildings or by such other Authority, legally empowered to do so. If gone in appeal, thereof, by the Chief Engineer Jammu/Kashmir Division, whose decision on the quantum of compensation shall be final and binding on the parties hereto.
33. The LESSEE shall pay the additional amount by way of premium on pro-rata basis and on per capita basis for any further improvements of the area, as also share the cost of maintenance of the premises/complex including depreciation of capital assets as may be worked out by the LESSOR.

34. That in the event of failure or default by the LESSEE to fulfill any of the terms and conditions of this deed including failure or default to pay the premium or the ground rent, the LESSOR may, without prejudice to any remedy that maybe available to it under any laws for the time being in force, cancel this Lease Deed, determining this Lease Deed with a prior notice of 15 days (Fifteen Days) to the LESSEE and re-enter the premises hereby demised thereafter.

Provided that, if the LESSEE remedies the breach to the satisfaction of the LESSOR within 30(Thirty days) days of service of the notice, the LESSOR may allow him to continue with this lease.

35. That the payment of monthly rent shall be made by the LESSEE, in advance, every month by or before 15<sup>th</sup> of that month. In case the rent remains in arrears for over six months, a penalty equal to 20% of the rent in arrears shall be imposed on the LESSEE up to one year. In case the arrears accumulate for over one year, or when the terms and conditions of this lease are violated, the LESSOR can and may revoke the lease.

The condition is that, if after service of the notice to the LESSEE to that effect, does not pay to the LESSOR within 30 days, the arrears demanded, provided however, that if after service of the notice of demand of arrears or of violation of covenants, the LESSEE deposits, rectifies or amends the same as may be required within 30 days thereof, the provisions of this condition shall be rendered inapplicable and void.

36. That the LESSEE shall bear all expenses in connection with execution and registration of this Lease Deed.

37. That all Notices, Orders, Directions, Consents or Approvals to be given under this lease shall be in writing and shall be signed by the Director, Horticulture (P&M) Department designated as Director, Agricultural Marketing, J&K state, as per the APMR Act (Chairman Administrative Committee F&V Market \_\_\_\_\_) or by any such officer of the authority as may be so authorized by the LESSOR.

38. (a) That all the powers exercisable by the LESSOR under this deed may be exercised by the Director, Horticulture (P&M) Department designated as Director, Agricultural Marketing, J&K State, as per the APMR Act (Chairman Administrative and Development Committee F&V Market \_\_\_\_\_). The LESSOR may authorize any other officer or officers, to exercise all or any of the powers exercisable by him under this Lease Deed.

(b) That the Director, Horticulture (P&M) Department designated as Director, Agricultural Marketing, J&K state, as per the APMR Act (Chairman Administrative and Development Committee F&V Market \_\_\_\_\_), may authorize any officer or officers of Horticulture Planning and Marketing Department, to exercise all or any of the powers which he/she/they is/are empowered to exercise under this lease, except the powers of the LESSOR, exercisable by him/them by virtue of sub-clause (a) above.

39. In this lease, the expression, Chairman means Chairman of Administrative & Developed Committee F&V Market \_\_\_\_\_ for the time being or in case his office is abolished or his designation changed, such officer/s who for the time being is entrusted functions similar to those of the Chairman by whatever designation he/she may be called. The said expression shall further include such officer/s as may be designated by the LESSOR to



perform the functions of the Chairman Administrative Committee F&V Market \_\_\_\_\_ under this lease.

40. That in the event of *any dispute, doubt, question or difference, which may at any time hereafter arise touching or concerning the construction, effect or meaning of these presents or any matter herein contained or the respective rights and liabilities of the parties hereunder,* between the parties to this Lease Deed or any person claiming through them relating to or arising out of the terms of this Lease Deed and the subject matter mentioned therein, or in connection therewith (except as to any matter, the decisions of which is specifically provided for by these presents), the same shall be referred to the sole arbitration of the Minister Incharge Agriculture/Horticulture under the Jammu and Kashmir Arbitration Act. The award of the arbitration thereon shall be final and binding on both the parties.

Subject as aforesaid the Arbitration Act, of Jammu and Kashmir Act No. \_\_\_\_\_ of \_\_\_\_\_ and the rules there under (if any) and any modification hereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

This lease is granted under THE JAMMU AND KASHMIR LAND GRANTS ACT, 1960 and the rules made there under.

This Lease Deed is governed by the provisions of Agriculture Production Market Regulation Act, 1997 and the rules framed there under and shall be subject to the condition that no construction be raised in contravention of the J&K Control of Building Permission Operation Act & Jammu/Srinagar Master Plan.

**IN WITNESS WHEREOF** Sh./Smt. \_\_\_\_\_ for and on behalf of and by the order and direction of the LESSOR has here unto set his/her/their hands and Sh./Smt. \_\_\_\_\_, the LESSEE has here unto set his/her/their hands by signing on the \_\_\_ (Day) of \_\_\_\_\_ (Month) and \_\_\_\_\_ (Year), first above written, this deed in token of acceptance of the terms and conditions thereof on the dates mentioned against each.

The schedule above referred to all the shops being numbered \_\_\_\_\_ in the key layout plan of F&V Market \_\_\_\_\_, measuring \_\_\_x\_\_\_ sq. feet (**Give Exact Dimensions**) or thereabouts and bounded as follows: -

North : \_\_\_\_\_  
East : \_\_\_\_\_  
South : \_\_\_\_\_  
West : \_\_\_\_\_

And shown in the plan annexed signed by \_\_\_\_\_ for and on behalf of and by the order and direction of the Director Horticulture Planning and Marketing (Chairman Administrative & Development Committee F&V Market \_\_\_\_\_), the LESSOR in the presence of: -

**WITNESSES**

**EXECUTANTS**

1. \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
LESSOR

2. \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
LESSEE

DRAWN AND DRAFTED ON THE INSTRUCTIONS OF THE PARTIES: -

( \_\_\_\_\_ ), (**ADVOCATE**)