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Rajasthan Financial Corporation

Udyog Bhawan, Tilak Marg,
Jaipur-302005

No: RFC/HO/FR-ARRC/Policy/Gen.77/96 /163


Dt.11.5..2005

Circular
(ARRC No.102)

**Sub: Providing units under possession on hire to Rajasthan
State Warehousing Corporation.**

Circular ARRC numbered as 98 has been circulated vide ref. No. RFC/HO/FR-ARRC/Policy/Gen.77/96 dated 27th April, 2005 on the above subject. In continuation to the above Circular, enclosed is the draft lease deed required to be executed between RSWC and the Corporation. Terms & conditions contained there-in are self contained and need to be followed strictly in reference to ARRC Circular 98 referred above.

All concerned are advised to get the lease deed executed from the competent authority/ officer of the RSWC and necessary action for sale of the unit is also to be taken keeping in view the terms & conditions as stipulated in the enclosed draft lease-deed.


(Rekha Gupta)
General Manager(Dev.)

Encl: As above.

Copy to:

- 1.All BOs/ROs/SOs.
- 2.DGM(A&I), WZ, Ajmer.
3. Nodal Officers/ Offices designated
- 4.Standard Circulation.

LEASE DEED

This Lease Deed is made on thisday of.....Two thousandat.....

BETWEEN

The RAJASTHAN STATE WAREHOUSING CORPORATION (RSWC), a Corporation established by the Govt. of Rajasthan having its office at.....throughShri.....the authorized officer of RSWC hereinafter referred to as "THE RSWC" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the LESSEE/FIRST PARTY.

AND

RAJASTHAN FINANCIAL CORPORATION (RFC) a Corporation established under the State Financial Corporations, 1951 and having its Head Office at Udyog Bhawan, Tilak Marg, Jaipur and Branch Office at.....hereinafter referred to as "THE CORPORATION" which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the LESSOR/SECOND PARTY.

Whereas the First Party the RSWC is in need of godowns for storage of Wheat, Mustard and other items which they are procuring by purchasing from the Farm House and wants to take on lease the premises of the industrial units which are in possession with the Second Party i.e. the RFC on monthly rent and on the terms and conditions as detailed below.

Whereas the Second Party (RFC) at the request of first party has agreed to lease out the premises for the purposes of godowns on the terms and conditions stated hereinafter these presents.

NOW THIS LEASE DEED WITNESSTH AS UNDER:-

- 1) That the premises as detailed in First Schedule of the Deed hereinafter appearing is taken on lease from the Corporation

for period of six months for storing of Food Grains, Oil Seeds etc. which are in custody/purchased by the RSWC

- 2) That the RSWC will make the payment of rent @ ~~Rs. 6000/-~~ per bag at the end of every month by Account Payee Cheque in the name of RAJASTHAN FINANCIAL CORPORATION to the Branch Manager of the Corporation executing of this Deed.
- 3) That in case the bags are not stored in the godown, the RSWC will make the payment of Rs. 6,000/- p.m. from the date of taking over possession of the godown and the rent of premises shall be not less then Rs.6,000/- but shall be increased in case more than 6000/- bags are stored.
- 4) That the watch and ward arrangement of grains and seeds shall be made by the RSWC at its own cost and risk as it may think proper as the Corporation (Second Party) will not owe/bear any cost and shall not be responsible for the same.
- 5) That insurance or other precautions required to be taken for security and safety of the grains, seeds to be procured in the premises shall be undertaken by the RSWC at its own cost and risk.
- 6) That the Plant & Machinery which are also in possession of the Corporation as detailed in Second B are handed over in the custody of chowkidars of RSWC and they will also protect/protect the interest of the Corporation in the equipments/machines and will not disturb or damage the same. If any damage or loss committed then RSWC shall be response for the same.
- 7) That the Corporation (Second Party) at the notice of ~~one~~ ^{15 days} ~~month~~ can ask the RSWC to vacant the godown if some suitable buyer is available in auction, and will hand over vacant possession to the Second Party.
- 8) The Corporation (Second Party) shall be free to issue Auction Notice/Sale Notice and can sell the same for realization of its dues during the period of Lease and in case of sale the same shall be vacated by the RSWC.
- 9) That the Corporation (Second Party) will inform the RSWC (First Party) about the date and time of Auction and will report the decision of Corporation about sale within 10 days so that the RSWC may expedite the vacation of godown to

facilitate the Second Party (RHS) to hand over vacant possession of godown to the purchaser

10) That any liability occur because of storing of Food Grains, Oil Seeds in the godowns will be of RSWC and they will procure/obtain necessary license/permission from the competent authority/government as may be required for this purpose.

11) That the possession of the premise, plant & machinery/equipment as detailed in Schedule A & B is handed over on.....

12) That the Corporation or any person authorized by the Corporation shall have right to enter into the premises to examine/check the assets/goods lying and situated at the premises at any time and to keep any security guard/chowkidar to watch & ward the premises

THIS DEED is executed on thethe Day, Month and Year first hereinabove written and in the manner hereinafter appearing.

SIGNED AND DELIVERED
by the within named Rajasthan
State Ware Housing Corporation
(RSWC) - THE LESSEE by the
hands of Sh.
its

SIGNED AND DELIVERED
By the within named Rajasthan
Financial Corporation (RFC)
-THE LESSOR by the hand of
Shri
its

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SCHEDULE - A
Details of Land & Building of the Premises

LAND

Location :

Area :

Bondaries :

In the North :

In the South :

In the East :

In the West :

BUILDING

Details of Building Constructed at the Premises

S. No.	Particulars	Size
1.		
2.		
3.		
4.		
5.		

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SCHEDULE - B
Details of Plant & Machineries and Equipments Lying
at the Premises

S. No. Name of Machine/Equipments with specification Quantity

- 1.
- 2.
- 3.
- 4.
- 5.