

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

12 4 MAY 2006

R 52753

Stamp Head Class
Auxiliary Office, Thane

शिकरीचे ठिकाण : सुजिता अर्द्धिसेस,
कमल नं. 12, जयवता मार्ग, रोक्टर-3, वरळ, नवी मुंबई.

B.K. Asha

दुरुवकी क्र. 200005824
1500 कि.रु. 100/-
World Renewal Spiritual Trust

U.v. 8sl

श्री. दिनाट पि. शिंगाडे
मुद्रांक विक्रेता ला.नं. 22/2003

ANNEXURE -I

AGREEMENT

चंद्रकांत देवकर
महानगरपालिका सचिव
नवी मुंबई महानगरपालिका

AGREEMENT FOR DEVELOPMENT, BEAUTIFICATION AND MAINTENANCE OF THE JAGADGURU SHANKARACHARYA UDYAN IN SECTOR-21, NERUL NAVIMUMBAI.

THIS Agreement made at Navi Mumbai on 29th day of May of the year Two Thousand Six BETWEEN Navi Mumbai Municipal Corporation, constituted under the Bombay Provincial Municipal Corporation Act, 1949 (hereinafter called the Corporation) of the One part.

AND

M/S WORLD RENEWAL SPIRITUAL TRUST (hereinafter called the Licensee) of the Other Part.

WHEREAS

THE licensee has submitted a proposal for development, beautification and maintenance of the Jagadguru Shankaracharya Udyan in sector-21, Nerul Navi Mumbai & more particularly described in "Annexure A" annexed in this agreement (hereinafter referred to as "The Site") which belongs to the Corporation.

For World Renewal Spiritual Trust.

आयुक्त (नगर सौंदर्यीकरण)

नवी मुंबई महानगरपालिका

B. J. Santose
Manager/Trustee

AND WHEREAS

The Corporation has vide its letter no. O.No. NNM/CB/2198/ 2006 dated 08.05.2006 accepted the proposal of the Licensee for the development and maintenance of the said site for the period of 11 years.

AND WHEREAS

The Licensee has paid fee of Rs. 100/- to the Corporation for the above rights.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED AS FOLLOWS:-

SCOPE OF WORK:

- 1) The Corporation has accepted the proposal of the Licensee to develop and maintain the said Site at Sector-21, Nerul (approx. area 10000 Sqmtr) for a period of 11 years on this term and conditions stated in the acceptance letter and more particularly described therein below.
- 2) The Licensee shall develop and maintain the said site as per the drawing and schedule of development approved by the Corporation, a copy where of is hereto annexed and marked as "Annexure B" and keep the premises in proper order to the satisfaction of the Corporation. Any change or modification in the drawing shall be done only after obtaining prior approval of the Corporation.
- 3) It is also understood that this concept for the development of the said site has been provided to M/s WORLD RENEWAL SPIRITUAL TRUST (herein after called the Conceptualizer). The Licensee shall carry out the development under the supervision and guidance of the Conceptualizer. In case of any dispute between the Licensee and the Conceptualizer the decision of the Corporation shall be final and binding.
- 4) The Licensee shall develop, beautify and maintain the said site at its entire own cost. No claim whatsoever of the Licensee in this behalf will be entertained by the Corporation.

DISPLAY OF BOARD :

- 5) The Licensee will be allowed to display a board indicating that the said site is maintained by them.
- 6) The boards can display the works "Developed and Maintained by **World Renewal Spiritual Trust**, as well as a logo.
- 7) The suggested designs of the above Boards will be as per the "Schedule-C", however, the Corporation welcomes creative ideas and shapes, but the same will be approved at the sole discretion of the Corporation. No variation can be done in the above Board without the prior approval of Corporation.
- 8) The size of the above board shall not exceed 0.6 x 0.3 mtr. The distance between the boards should not be less than 10 meters. The height of the board shall normally not exceed 2.5 mtrs. The ratio & space for NMMC'S name and logo: sponsor's message and name of Conceptualizer shall be 20:70:10.

युक्त (शहर सौंदर्यकरण)
मुंबई महानगरपालिका

For World Renewal Spiritual Trust.

BAC Sen + OS L
Manager/Trustee

RIGHTS OF CORPORATION:

- 9) The Corporation will inspect the aforesaid work of licensee from time to time and shall be entitled to issue to the Licensee such direction as the Corporation may think proper for the better and efficient development and the maintenance of the site.
- 10) The said site has trees, pots, benches, electric poles, electric cable, water taps, playing articles, water meter and such articles as described as per "Schedule - D" which are installed by the Corporation. The Licensee has to maintained and keep them in proper condition. In case of any loss or damage due to negligence or wrongful act of Licensee, the cost of the same shall be borne by the Licensee.
- 11) The Corporation is entitle to lay and utility services in the site before or after the beatification and development and no compensation shall be paid on this account to the Licensee. Any change occasioned due to above work has to be made good by Licensee at his own cost.
- 12) The Corporation shall not be responsible for any damage to any development and Licensee shall be required to carry out the repair or reconstruct or replace at its own cost.
- 13) The entire development work as well as its design will be that of the Corporation. The Corporation shall have full right to exploit the site at the expiry of the license period with any manner whatsoever. The Corporation shall be also at liberty to reproduce the design of the development at any other site at its sole discretion.
- 14) The Corporation shall not be responsible for payment of any compensation to anybody for any damage caused to any third party due to negligent act or failure of the Licensee.

RESPONSIBILITIES OF THE LICENSEE:

- 15) The Licensee shall not let out the space out the area allotted to it for aforesaid purpose to any other person for any purpose. It will be used for the purpose of development of the site and displaying of the board as per the terms and agreement and on commercial activities shall be allowed.
- 16) The Licensee shall not permit anybody to reside in or on the site.
- 17) The Corporation will make arrangement for supply of water and electricity free of cost, however, the Licensee shall have to pay for water charges as per domestic rates of the Corporation and electric charges supplies to him as per the rates charged by agency supplying to it. The water and electric supply will be exclusively used in the development, beautification and maintenance of the site only.
- 18) The Licensee shall maintain the garden in fresh green condition and keep it open to public usually from 7.00 am to 8.00 pm in the night (where applicable).
- 19) The Licensee shall not assign or transfer the license granted under this license to any person or persons, firm or company. **For World Renewal Spiritual Trust.**

- 20) The Licensee hereby bind themselves to indemnify the Corporation against all claims, actions, demands, losses, costs, charges, and expenses which the corporation may incur, by reason of any claim made by anybody in respect thereof.

PATENT RIGHTS:

- 21) The Officer /Developers shall save harmless and indemnify by the Corporation from and against all claims and proceedings for or on account of infringement of any patent rights, design trade mark or name or other protective rights in respect of the concept plan.

TERMINATION:

- 22) The Corporation shall be entitle to revoke the license in the event of any breach of condition on the part of Licensee.
- 23) If during the period of license the Corporation has reason to be dissatisfied with the Licensee, the Corporation may by a notice in writing, call upon the Licensee to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Licensee shall fail for period of one month after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Corporation then notwithstanding anything contained in the agreement, the Corporation shall be at liberty to terminate the contract.
- 24) The event of the site is required by the Corporation, the Corporation shall have liberty to terminate the license by giving one months notice. The Licensee acknowledge and is full aware of consequences of such termination. In such case license given to the licensee for displaying the advertisement board also comes to and end.

RENEWAL :

- 25) The licensee will initially be allowed to develop & beautify and maintain the site for a period of 11 months (i.e. 1 term) from the date of execution of this agreement. If the work of licensee is found to be satisfactory the same will be extended for further period of 11 years at each occasion for maximum of 11 more such terms.

ARBITRATION:

- 26) in case of any dispute , the decision of the Municipal Commissioner, Navi Mumbai Municipal Commissioner who shall act as a sole arbitrator shall be final and binding on both the parties. The Licensee shall be given reasonable opportunity to present his case before the Commissioner.

LIMITATIONS :

- 27) Nothing herein contained shall be constructed as conferring to the licensee any right or interest over the land and property of the Corporation.

This agreement with the appendix and other attachment hereto and listed below constitutes to the entire agreement between the Corporation and the Licensee.

The several parts of this license have been read by/to us and fully understood by us.

SIGNED AND DELIVERED FOR AND ON BEHALF OF
WORLD RENEWAL SPIRITUAL TRUST

For World Renewal Spiritual Trust

B.K. Jaisankar
Manager/Trustee

In presence of witness

NAME:

Brahma Kumari Nirjala

2. Brahma Kumari Vidya

SIGNATURE

B.K. Nirjala

B.K. Vidya

SIGNED AND DELIVERED FOR AND ON BEHALF OF
NAVI MUMBAI MUNICIPAL CORPORATION,
NAVI MUMBAI.

u/g
उप-आयुक्त (शहर सौंदर्यीकरण)
नवी मुंबई महानगरपालिका

SIGNATURE

In presence of witness

NAME:

1. _____

2. _____