

**LEASE OF LAND FOR BUILDING PURPOSES FOR A PREMIUM AND
RENT RESERVED FOR A TERM WITH A RENEWAL CLAUSE**

THIS LEASE made on this the day of
BETWEEN the Governor of Orissa (hereinafter called "the lessor") of the one part AND
..... son of
resident of by profession
(hereinafter called "the lessee") of the other part.

WHEREAS the lessor owns and is possessor of the parcel of land situate in
..... more fully described in the schedule hereto annexed ;

AND WHEREAS the lessor agrees to give and the lessee is willing to take a
lease of the same on payment of an initial premium of Rupees
..... and on the terms and conditions herein contained ;

NOW THIS INDENTURE WITNESSETH that the lessor does hereby grant unto
the lessee a lease of the said parcel of land together with all rights, easement and
privileges attached thereto on the terms and conditions specified below :-

1. In consideration of the sum of Rs. (Rupees)
paid as premium before the execution of these presents (the receipt of which the lessor
hereby acknowledges) and in consideration of the statement of the lessee contained in
his declaration, dated to the effect that neither he nor any of his
family members as per the said declaration own or possess any site residential (shop-
cum-residential, shop, commercial sites/house flats) within the jurisdiction of the Municipal
Area, Bhubaneswar and within the villages of Bhubaneswar and Pipili Tahasil which
are in the Master Plan area of Bhubaneswar of the rent hereinafter reserved and of the
covenants on the part of the lessee hereinafter contained the lessor hereby demises to
the lessee for the purpose of building a house or houses and using the same for
residential purposes only. All that land described in the schedule hereto and for greater
clearness delineated on the plan annexed hereto and thereon shown with its boundaries
coloured red together with all easements and appurtenances whatever belonging or in
any way appurtenant thereto, TO HOLD the said premises from the day of
..... 19 for the term of ninety years PAYING therefor during the said
term the yearly rent of Rs. only, on the 8th day of November of each
year at the Office of the Lessor styled as the office of the Tahasildar, Bhubaneswar or
at such other place or places as the lessor may from time to time appoint in this behalf,
the first of such payments to be made on the 8th day of November next.

2. The lessee hereby covenants with the lessor as follows :-

(i) That he shall during the term hereby granted pay to the lessor the yearly
rent hereby reserved on the days and in the manner hereinbefore appointed, and that
he shall arrange to take delivery of possession of the land within one month of the date
of registration of this lease deed in which case the date of execution of the lease deed
by the lessee will be the date for which rent will be payable.

(ii) That he shall during said term pay all rates, taxes and charges of every
description now payable or hereafter to become payable in respect of the demised
premises or the buildings to be erected there upon whether the same be payable by the
landlord or the tenant.

(iii) That he shall, at his own expense and with the previous permission in writing of the lessor, erect upon the land leased in a substantial and workmanlike manner with new and sound materials and to the satisfaction of lessor or his authorised representative; a building or use as a residential house with all requisite and proper walls, sewers drains and other conveniences as shall be approved by the lessor or his authorised representative, and shall complete the same in all respects fit for occupation within sixty months from the date hereof or within such further time, if any as the lessor may allow.

(iv) That he shall not build on more than the permissible limits of the leased area as per Building Regulation of the Bhubaneswar Development Authority and shall leave in front of the building required vacant space from the boundary of the building according to the approved plan and there shall be no basement

(v) That he shall not erect or build or permit to be erected or built on the demised premises any building other than that specified above nor make an addition to any existing buildings at any time except with the approval of the lessor.

(vi) That he shall conform to all rules, regulations and by-laws of the Municipality, and Development Authority, Bhubaneswar or such other local authority for the area as may hereafter be constituted (hereinafter called "the local authority") relating to roads and buildings, public health, safety, convenience and sanitation which may for the time being be in force.

(vii) That he shall make all sanitary and conservancy arrangements for the labour employed on the said land and shall pay to the local authority, expenses if any, incurred on this account by the said authority for making such arrangements on his behalf.

(viii) That the building, during construction, shall be open to inspection by the lessor or his authorised representative. When any defect is noticed either in the construction or quality of materials used or when there is a change of design without previous approval of the lessor, he shall, upon receipt of notice in writing from the lessor, remove the defects within the period specified therein.

(ix) That no act shall be done or caused to be done on the said land or building which is likely to be or become a nuisance or disparagement, annoyance or inconvenience to the lessor or to other lessees in the neighbourhood.

(x) That all mines, mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in, under, or within the said land shall be the property of the lessor.

(xi) That if the lessor, at any time before the expiry of the lease, desires for any public purpose, to resume the holding or any part thereof, the lessee shall vacate it or the part required within three months from the notice in writing thereof in which case and in case of the determination of this lease under clause 4 (i) the lessee shall be entitled to reasonable compensation for any building or other improvements that he may have made with the written consent of the lessor. He shall also be entitled to compensation on account of the loss of the use and occupation of the holding which may be fixed at such an amount as may be considered equitable according to the circumstances of the case :

Provided that particularly in case of re-entry for breach or non-observance of any of the covenants laid down in sub-clauses (v) and (xiv) of clause 2, the lessee shall not be entitled to any compensation for the land or the buildings or other structures erected by him on the land except being at liberty to remove the materials of such buildings or structures as laid down in clause 4 (i) hereafter.

(xii) That all sums of money due to the lessor on any account under these presents shall be recoverable by the lessor in addition to any other remedy open to him as a public demand under the Orissa Public Demands Recovery Act, 1962 (Orissa Act IV of 1963). In the event of the lessee not paying any instalment of the rent on or before the date fixed for such payment, he shall in addition to the arrears pay interest at the rate of six per cent per annum or at such rate as would be fixed by Government from time to time on such arrears.

(xiii) That the lessee shall keep in tact and well defined, the boundaries of the holding and shall point them out for inspection when required by the lessor to do so, to any officer or person duly authorised by him, in writing in that behalf.

(xiv) That he shall not without the consent in writing of the lessor use or permit the use of the said land for any purpose other than that for which it is leased or transfer the same without such consent. Provided that no such consent to transfer the lease hold by way of sale or gift shall be given by the lessor unless the lessee pays such amount as may be decided by the Government from time to time as consent fee.

(xv) That during the continuance of the lease, the lessee shall maintain the premises and all the buildings thereon in sanitary condition and the buildings shall be kept in good and substantial state of repair to the satisfaction of the lessor or his authorised representative.

(xvi) That in the event of the demised premises being destroyed or substantially destroyed by fire, storm or any other cause to rebuild within such period after such destruction as may be fixed by the lessor in a substantial and workman like manner at his own cost and expense on the said land a residential building with necessary out houses if any, boundary walls, sewerage, drains and latrines in accordance with plans, elevations and specifications approved and signed by the lessor and under the inspection and to the satisfaction of the lessor.

(xvii) That not to keep or store any dangerous or inflammable substances or keep for trade or storage any intoxicated liquors on or in the demised premises or keep any cattle or animals or birds for profit thereon or to use the demised premises for any other purpose which in the opinion of the lessor may be a source of nuisance or annoyance to the tenance or the occupiers of the adjoining or neighbouring premises :

Provided that conditional permission to keep limited cattle or animals or birds for the personal use of the lessee may be given by the lessor on receipt of written request from the lessee, if such permission is permissible, under the local laws/rules in force or in the opinion of the lessor such permission would not be a source of nuisance or annoyance to the tenance or occupiers of the neighbouring premises or do not considered to be a source of environmental pollution or health hazards.

3. The lessor hereby covenants with the lessee as follows :-

(i) That the lessee paying the rent hereby reserved and performing all the covenants herein contained, shall hold and enjoy the demised premises during the said term without any unlawful interruption by the lessor or any other person whatsoever. Provided that the rent hereby reserved shall be subject to revision from time to

time and the lessee is liable to pay rent at the revised rate from the date of such revision.

(ii) that the lessee is entitled to renewal of the lease hereby granted for another term of 90 (ninety) years on the same terms and conditions.

4. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED by and between the parties hereto as follows :-

(i) That whenever any part of the rent hereby reserved shall be in arrear for six months after the due date or if it is found that the statements made by the lessee in his said declaration, dated in consideration of which the lease is granted to him are false or there shall be a breach of any of the covenants by the lessee herein contained the lessor may re-enter on the demised premises and determine this lease in which case the lessor may, by notice in writing required the ex-lessee to remove within a reasonable time any building which may have been commenced and not completed or the materials of which may have been collected on the leased land, and if he fails to comply with to such notice the lessor after giving a further notice in writing specifying a time not less than three months from the date of the service of the notice within which such buildings or materials shall be removed may cause such removal to be effected and recover the cost from him.

5. IT IS HEREBY FURTHER AGREED by and between the parties hereto as follows :-

(i) That any demand for payment or notice requiring to be made upon or given to the lessee shall be considered to be sufficiently made or given if sent by the lessor or his agent through the post by registered letter addressed to the lessee at the demised premises (or at his/her known address) and that notice requiring to be given to the lessor shall be considered to be sufficiently given if sent by the lessee through the post by registered letter addressed to the Collector, Puri AND that any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of post.

(ii) That whenever such an interpretation should be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained the expression "the lessor" hereinbefore used shall include his Agent and the owner for the time being of the lessor's interest in the demised premises as the case may be, and the expression "the lessee" hereinbefore used shall include his heirs, executors, administrators and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunder signed this deed or the date mentioned against their respective signatures.

The duplicate is the true and exact copy of the original.

Signature of the lessee

Seal and Signature

Acting in the premises for and on behalf of the Governor of Orissa in the presence

In the presence of -

Witnesses { (1)
(2)

Witnesses { (1)
(2)

**THE SCHEDULE HEREIN REFERRED TO
(Particulars of the plots hereby demised)**

Plot No., Area Acres, measuring
feet x feet, in Unit/Nagar in the New Capital,
Bhubaneswar, district Puri, as per drawing No.....
under the Jurisdiction of District Sub-Registrar, Bhubaneswar

Bounded by -

North -

South -

East -

West -

Signature of the lessee

Signature