

**LEASE OF LAND TO RELIGIOUS, EDUCATIONAL & OTHER INSTITUTIONS  
RENT RESERVED FOR A TERM WITH A RENEWAL CLAUSE**

THIS LEASE made on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
BETWEEN the Governor of Orissa (herein after called "the Lessor") of the one part  
AND M/s. \_\_\_\_\_ represented by  
\_\_\_\_\_ age \_\_\_\_\_  
\_\_\_\_\_ by profession  
\_\_\_\_\_ (herein after called "the Lessee") of the other part.

WHEREAS, the Lessor owns and is possession of the parcel of land situate in  
Mouza-\_\_\_\_\_, more fully described in the schedule here to annexed.

AND WHEREAS, the lessor agrees to give and the Lessor is willing to take a  
lease of the same for the purpose of establishment of \_\_\_\_\_  
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. The lease as  
per G.A. Department Order No. \_\_\_\_\_ dtd. \_\_\_\_\_ with premium of Rs.  
\_\_\_\_\_/-(Rupees \_\_\_\_\_) only.

1. In consideration of the sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_  
\_\_\_\_\_) only paid as premium before the execution  
of these presents (the receipt of which the Lessor hereby acknowledges)  
and in consideration of rent herein after contained the Lessor hereby  
demises to the Lessee for the purpose of \_\_\_\_\_,  
All that land described in the schedule hereto and for greater clearness  
delineated on the sketch map 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 \_\_\_\_\_, 20 \_\_\_\_\_ for the  
terms of ninety years paying there for during the said term the yearly rent  
of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) only on the \_\_\_\_\_  
day of \_\_\_\_\_ 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 on this behalf, the  
first of such payments to be made on the 31st day of December 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 day and in the manner herein before appointed.
- 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 thereupon whether the same be payable by the landlord or the tenant.
- iii. That he shall at his own expenses and with the previous permission in writing of the Lessor, erect upon the land leased in a substantial and workmanlike manner with new and sand sound materials and to the satisfaction of the Lessor or his authorized representative, a building with all requisite and proper walls, sewers drains and other conveniences as shall be approved by the Lessor or his authorized representative, and shall complete the same in all respects fit for occupation within thirty-six 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 as per building regulation of the Bhubaneswar Development Authority of the leased area 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 build 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 byelaws of the Municipality, and Development Authority, Bhubaneswar or such other local authority for the area as may hereafter be constituted (herein after 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 authorized representative. When any defect is noticed either in the construction for 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 become a nuisance or disparagement, annoyance or inconvenience to the Lessor or to other Lessees in neighborhood.
- x. That all mines, mineral products, buried treasure, coal petroleum oil and quarries whatsoever in or 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.
- xii. Provided that particularly in case of re-entry for breach or non-observance of any of the covenants laid down in sub-clause (v) and (xiv) (xvii) & (xviii) 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 or such buildings or structures as laid down in clause 4(i) hereafter.

- xiii. 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 the rent on or before the date fixed for such payment he shall in addition to the arrears pay interest at the rate of 6 1/2 percent per annum or at such rate as would be fixed by Government from time to time on such arrears.
- xiv. That the lessee shall keep intact 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 authorized by him, in writing in that behalf.
- xv. 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.
- xvi. 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 authorized representative.

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 at an interval of every twenty-five years subject to the condition that the revised rent shall not be more than fifty percent of the rent paid prior to 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 condition, if he observes punctuously all the conditions herein contained and in case of misuse or improper use of the site the Lessor will be competent to withdraw the lease in which case the Lessee will not claim compensation.
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 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 be 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 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 remove 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, Khurda 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" herein before used shall include his successors, executors, administrators and premitted assigns.

IN WITNESS WHERE OF the parties hereto have hereunder signed this deed on the dates mentioned against their respective signatures.

Signature of the lessee

Seal & Signature of the lessor

(Acting in premises for and behalf of the Governor of Odisha)

In presence of

Witness

Witness

1.

1.

2.

2.

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

Bounded by :

North

South

East

West

Sinature of the lessee

Seal & Signature of the lessor