

**LEASE OF LAND FOR BUILDING FOR COMMERCIAL PURPOSES
IN NEW CAPITAL AREA AT BHUBANESWAR**

THIS INDENTURE made this the day of 19
..... 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 other part.

WHEREAS the lessor being the owner and possessor of the parcel of land situated in more fully described in the schedule hereto annexed agrees to lease out the lessee is willing to take lease of the same on payment of an initial premium of Rs. and on the terms and conditions herein contained.

Now this Indenture witnesseth that the lessor does hereby grant unto the lessee a lease of said parcel of land together with all rights, easements and privileges attached thereto on the terms and conditions specified below -

In consideration of the sum of Rs. paid as premium (the receipts of which the lessor hereby acknowledges) and 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 construction of building and structures thereupon according to the plan and type approved by the lessor for the purpose of using the same only for commercial establishments with necessary living accommodation. TO HOLD the said premises from the day of 19 for the term of 90 years paying therefore, during the said term Rs. as the initial rent per annum subject to revision of rent at the end of every twenty-five years, provided that the revised rent shall not be more than fifty per cent of the rent paid prior to each revision :

Provided that the lessor shall at his discretion be entitled to prohibit commerce in any particular goods which he considers to be opposed to public policy or which is likely to prove a nuisance to the neighbours.

(2) The lessee hereby covenants with the lessor as follows :

(i) That he shall hold and use the demised land only for commercial purpose of the nature specified in clause 1 and for no other purpose without the previous sanction of the lessor or his agents.

(ii) That he shall during the term pay to the lessor the annual rent hereby reserved on the days and in the manner and at places to be fixed by the lessor for this purpose from time to time.

(iii) That he shall during the 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 buildings to be erected thereupon whether the same be payable by the landlord or tenant.

(iv) 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 sound materials and to the satisfaction of the lessor or his authorised representative structures for use as commercial-cum-residential holdings 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 the aforesaid purpose within 36 months from the date hereof or within such further time, if any, as the lessor may allow.

(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 in a plan approved by the lessor nor make an addition to any existing building or structures at any time except with the written approval of the lessor.

(vi) That he shall conform to all rules, regulations and by-laws of the Notified Area Council, Bhubaneswar or such other local authority for the area as may hereafter be constituted relating to roads, buildings, public health, safety, convenience and sanitation which may for the time being be enforced.

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

(viii) that the building and the structures, during construction, shall be open to inspection by the lessor or his authorised representative. When a defect is noticed either in the construction or in quality of materials used for it or when there is a change of design or deviation of plan without the previous approval of the lessor the lessee shall upon receipt of notice in writing from the lessor, remove the defect 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 a disparagement, annoyance or inconvenience to the lessor or to the 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 given by the lessor for the purpose in which case and in case of determination of this lease under clause 4 (i) the lessee shall be entitled to reasonable compensation for any building structure 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 use and occupation of the holding which may be fixed at such amount which may be considered equitable according to the circumstances of each 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), (xvii) and (xviii) of clause 2 the lessee shall not be entitled to any compensation for the land or the buildings or others structures erected by him on the land except being at liberty to remove the material of such buildings or structures as laid down in clause 4 (i) hereafter.

(xii) That all sums of money due to the lessor or 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 Demand 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 the purpose, he shall in addition to the arrears pay interest at the rate of 6 1/2 per cent annum 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 shall not transfer the said plot 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 and structures thereon in sanitary condition and in good substantial state of repair to the satisfaction of the lessor or his 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 workmanlike manner at his own cost and expense on the said land a residential building with necessary outhouses boundary walls, sewers, 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 sale or storage any intoxicating liquors on or in the demised premises or keep any cattle or animals for profit thereon without the previous consent in writing of the lessor or to use the demised premises for any purposes which in the opinion of the lessor may be a source of nuisance or annoyance to the tenants or the occupiers of the adjoining or neighbouring premises.

(xviii) That not to use the demised land or any part thereof for agricultural or horticultural purposes or for other business of a nature likely to prove a nuisance or inconvenience to the neighbouring residence or to the public in general or for any other purpose whatsoever except for the purpose of shops, residential quarters and offices as hereinbefore mentioned provided that the lessee shall be at liberty to maintain a kitchen and / or a flower garden as an adjunct to the said residential building for the use of the occupier thereof but for no other purpose.

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

(i) That the lessee paying the rent hereby reserved and perform 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.

4. PROVIDED ALWAYS 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 6 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 lease in which case the lessor may by notice, in writing require the lessee to remove within a reasonable time any building or structure which may have been commenced and not completed or the materials 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 3 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 thereof from him.

(ii) That the tenancy hereby created shall be determinable at the option of the lessor, or the lessee by giving to the other party - three calendar months' notice in writing.

5. That the expression "lessor" hereinbefore used shall include his agent and 'the owner for the time being of the lessor interest in the demised premises as the case may be and the expression "lessee" hereinbefore used shall include his heirs, executors, administrators and permitted assigns.

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

Signature of the lessee

Seal and Signature

In presence of -

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