

## PERPETUAL LEASE OF LAND TO CENTRAL GOVERNMENT

This lease made on this the ..... day of ..... between the Governor of Orissa (hereinafter called "the lessor") of the one part and the President of India represented through ..... (hereinafter called "Lessee") of the other part.

WHEREAS the lessor owns and in possession of the parcel of land situated 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 for the purpose and on the terms and conditions herein contained.

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

1. In consideration of the premium of Rs. .... (in words) Rupees ..... the receipt of which the lessor hereby acknowledges and the rent hereinafter reserved to be paid by the lessee in the manner hereinafter appearing 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 ..... and using the same for the said purpose only. All that land more particularly 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 land and the premises in perpetuity from the date of execution of the lease PAYING therefor the commulative ground rent of 25 years payable in advance in one instalment amounting to Rs. .... Rs. 150/- per acre per annum at the office of the lessor the receipt of which hereby acknowledges.

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

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

ii) 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 the lessor or his authorised

representative, a Building 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 thirty-six months from the date of execution of this instrument or within such further time, if any, as lessor may allow.

iii) That he shall not build on more than one fourth of the leased area and shall leave in front of the building ..... vacant space from the boundary of the building according to the approved plan and there shall be no basement.

iv) 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.

v) That he shall conform to all rules, regulations and bye-laws of the Notified Area Council, Bhubaneswar and 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.

vi) That he shall make all sanitary and conservancy arrangement 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 this behalf.

vii) 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 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.

viii) 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 other lessees in the neighbourhood.

ix) 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.

x) That if the lessor, at any time during the subsistence of the lease, desires for any other public purpose, to resume the holding or any part thereof, the lessee shall vacate it or the required within three months from the notice in writing thereof in which case 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.

Provided that the lessee shall be entitled for the refund of the premium proportionate to the area resumed and vacated.

Provided further the particularly in case of re-entry for breach or non-observance of any of the covenants laid down in sub-clauses (v) and (xiii) of clause 2 of this instrument 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(1) hereafter.

xi) 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).

xii) 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.

xiii) 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 without such consent.

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

(xv) All the buildings to be constructed on the lease hold plots should be in multistoried flats as per Zonal Plan approved by the competent authority and the lessee should plan for optimum use of land in consultation with B.D.A. and that if he does not use the leased land within a period of 36 months from the date of execution of this Instrument as per sub-para (ii) of this Instrument Government may resume the entire land or part of the land without payment of compensation.

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

1) That the lessee 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 whose-ever.

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

1) That whenever 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 require the Ex-lessee to remove within a reasonable time any building 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 three months from the date of the service of the notice within which such building 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) The lease is not transferable at any circumstances. In the event of closure/ desolution/defunct of the Office/Institution/Organisation ..... the lease land alongwith building, if any, thereon shall revert and vest with the lessor free from all encumbrances. The lessee shall be entitled for payment of the depreciation value of the structure if any, only.

ii) 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 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 Director of Estates, G.A. Deptt. AND that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.

iii) That whenever such an interpretation should be necessary in order to give the fullest scope and effect legally possible to any covenant or contract therein contained the expression "The lessor" herein before 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 successors in office executors, administrators and permitted assigns.

IN WITNESS WHEREOF the parties hereto have here under-signed. This deed on the dates mentioned against their respective signatures.

Seal and Signature

Signature of lessee  
with designation & date.

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

In the presence of

1. Signature of the witness  
with designation & date

Witness :  
1.

2. Signature of the witness  
with designation & date

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 Khurda as per drawing No. ....  
under the jurisdiction of District Sub-Registrar, .....

Bounded by -

North -

South -

East -

West -

Signature of the lessee

Signature