

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

THIS INDENTURE made this the day of 1997,
between the Governor of Orissa (hereinafter called "the lessor") of the one and
registered office at
.....
.....engaged mainly in the business of
.....) / (son of resident of
..... by rofession) (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 here
to annexed agrees to lease out the lessee is willing to take of the same on payment of
an initial premium of Rs.
and on terms and conditions herein contained.

Now this indenture witnesseth that the lessor do hereby grant 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
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 from time to time and the lessee is liable
to pay the review rent from the date of such 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 neighbours.

- (a) The lessee hereby covenants with the lessor as follows :-
- (i) That he shall hold and use the demised land only for industry purpose of
the nature specified in clause I 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) The 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 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 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 bye-laws of the 'Municipal Corporation / B.D.A., 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 the shall make all sanitary and conservancy arrangements for the labour employed on the said land and shall pay the local authority exprnses, 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 the plan without the preious 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 dispargement, annoyance or inconvenience to the lessor or to the other lessees in the neighbourhood.
- (x) That all mines, mineral products, buried treasure, coal peroleum, 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 what he may have made with the written consent of the lessor. He shall 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 on 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 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 installment of 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 percent per annum or at such rate as would be fixed by Government from time to time as such arrears.
- (xiii) 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 or 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 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 buildings and structures thereon in sanitary condition and in good substantial state or 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 destruction as may be fixed by the lessor in a substantial and workmanlike manner at his own cost and expense on the said land in Industrial 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 and intoxicating liquors on or in the demised premises or keep any cattle or animals in profit thereon without the previous consent in writing of the lessor or to use the demised premises for any 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.
- (xviii) That not to use he 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 neighbouring residence or to the public in general or for any other purpose whatsoever except for the purpose of Industry.
- (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 the between the parties hereto as follows :-
- (i) That whenever any part of the rent hereby reserved shall be in arrears 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 ex-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 the presence of

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

Witnesses -

Witnesses-

1.

1.

2.

2.

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

Drawing Plot No., area Ac in mz.
No. (BDA), corresponding to settlement Revenue Plot No.
Khata No. And Mouza - in the New
Capital, Bhubaneswar under jurisdiction of Dist. Sub-Registrar,,
Dist : Khurda.

Bounded by :-

North-

South-

East-

West-

Signature of the lessee

Signature