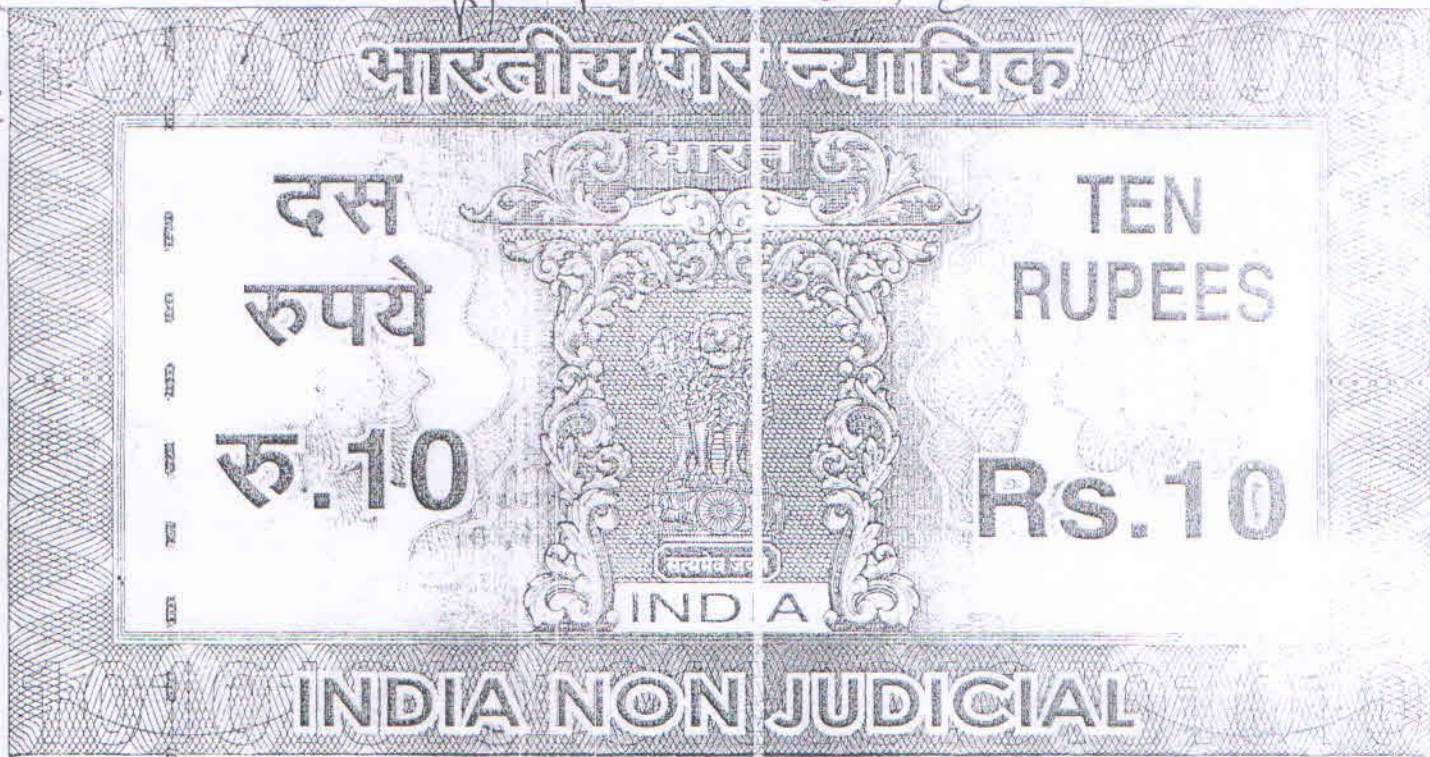


Adm 372 W 2022



ଓଡ଼ିଶା ओडिशा ODISHA

48AA 053300

Prepared by:-  
Compared by:-

*[Handwritten Signature]*  
 21.7.2022




CERTIFIED TO BE  
TRUE COPY

*[Handwritten Signature]*  
 24.7.2022  
 Registering Officer  
 Khondagiri

891  
18/1/20

K. Behra

K Behara

  
C.R. PRUSTY  
Stamp Vendor  
D.S.R, Bhubaneswar

9505 296 Original

9349

262

₹.20



A NON JUDICIAL



SA A 500 = 775 -  
A 19 (a) = 18 - 01AA 526074  
A 19 (b) = 4 -

Rs. 797/-

M.P.S. & Saroj Kant Mishra  
H. Khatun  
Deban  
K. M.

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

U.C. Khatun  
22.10.09

THIS LEASE made on this the 7th day of October 2009 BETWEEN the Governor of Orissa ( hereinafter called "the Lessor" ) of the one part, AND SRI SAROJ KANT MISHRA , aged about 52 years, Son of Sri Kailash Chandra Mishra, resident of- Plot No-3, MadhusudanNagar Bhubaneswar, in the District of Khurda, by profession- Service ( hereinafter called " the lessee" ) of the other part.

S. Saroj Kant Mishra

S. Saroj Kant Mishra

REGISTRAR, KHURDA  
7.10.09



S. Saroj Kant Mishra

S. Gopal Kishore Mishra

True Copy

1648  
02/02/09

Saroj Kant Mishra  
Plot - 3  
Madhusudan Nagar  
BBSR

JAN 2009

Saroj Kant Mishra

Saroj Kant Mishra  
22.10.2009

L.T.1 - 18616

Saroj Kant Mishra  
22-10-2009

Santosh Kumar Behera  
Adv. BBSR  
22.10.09

Director of  
Estates of ex-officio  
Addl. Secy. to Govt.  
GA Dept.

U.C. Khate  
22-10-09

A.K. Rout  
STAMP VENDOR  
SR. KHANDAGIRI,  
Bhubaneswar  
10.00 A.M. to 2.30 P.M.  
22nd October 2009  
Saroj Kant Mishra  
Kailash ch. Mishra  
Plot No - 3, Madhusud  
BBSR, Bhubaneswar  
Prof. Service

U.C. Khate  
22-10-09

Saroj Kant Mishra

Santosh Kumar  
Advocate, BBSR

U.C. Khate  
22-10-09

LE  
THIS  
BETWEEN  
resident of  
by profes  
WHE  
AND  
same on  
NOW  
lease of th  
thereto on  
1. In  
The recep  
of the less  
le/she do  
ites/ house  
Bhubanesw  
hereinafter  
houses and  
chedule he  
shown with  
longing c  
y of.....  
said ten  
each year at  
her place  
yments to  
2. The  
(i) Th  
(  
e  
tl  
o  
p  
(ii) Th  
hi  
st  
th  
le  
(iii) Th  
tic  
or  
or



Sarej Kant Mishra

1 Suresh Chandra Saha  
2 Laxmi Kishore Saha

- (iv) That he/she shall, at his/her own expense and with the previous permission in writing of the lessor, erect upon the land leased in a substantial and workman like manner with new and sound materials and to the satisfaction of lessor or his *authorised representative*, a building and 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 *authorise drepresentative* and shall complete the same in all respects fit for occupation within *seventy-two months* from the date hereof or within such further time, if any, as the lessor may allow.
- (v) That he/she 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.
- (vi) That he/she 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.
- (vii) That he/she shall conform to all rules, regulations and bye-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.
- (viii) That he/she 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/her behalf.
- (ix) 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/she shall, upon receipt of notice in writing from the lessor, remove the defects within the period specified therein.
- (x) 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.
- (xi) 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.
- (xii) 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/she 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 (vi) and (xv) 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(iii) 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 1962). 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 *12* per cent per annum or at such rate as would be fixed by Government from time to time on such arrears.



Sarej Kant Mishra

True Copy  
R.O.

P  
use of  
permis-  
mission  
premis-  
3.  
4.  
hereto

writing  
er with  
ntative  
s, drains  
entative  
months  
as per  
in from  
ording to  
premises  
buildings  
municipality  
e area  
to road  
the time  
he labour  
r, incurred  
half.  
isor of his  
nstruction  
s approval  
emove the  
ch is likely  
the less  
es whatso  
lic purpose  
art - gullies  
case of the  
reasonable  
de with the  
nsation or  
xed at ston  
f the case  
e covenant  
ny compens  
cept being  
ause 4(1)  
resents, this  
as a public  
IV of 1962  
ore the date  
ie rate of  
time to time

- (xiv) 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.
- (xv) That he/she 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.
- (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 *authorised representative*.
- (xvii) 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/her 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.
- (xviii) 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 invironmental pollution or health hazards.

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

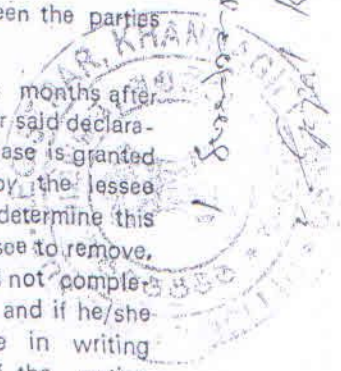
- (i) That the lessee paying the rent hereby reserved and performing all the covenants herein contained, shall hold and enjoy the demised premises during the said term without any unlawful interruption by the lessor or *any other person whatsoever*. Provided that the rent hereby reserved shall be subject 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/her said declaration, dated ..... in consideration of which the lease is granted to him/her 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/she 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 building or materials shall be removed may cause such removal to be effected and recover the cost from him.

Sarej Kant Mishra  
7.10.09

Sarej Kant Mishra



A Sarej Kant Mishra

True COPY

13-30

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 lessor 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 full 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 lessors interest in the demised premises as the case may be and the expression "the lessee" hereinbefore used shall include his/her heirs, executors administrators and permitted assigns.

Saraj Kant Mishra

IN WITNESS WHEREOF the parties hereto have hereunder signed this deed of the demised premises mentioned against their respective signatures.

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

Saraj Kant Mishra  
Signature of the Lessee

Joint Secretary to Govt. of Orissa  
General Adm. Dept.  
Acting in the premises on behalf of the Governor of Orissa, in the presence of

In the presence of

Witnesses  
(1) Suresh Chandra Patra  
(2) Gopal Kishore Patra

Witnesses  
(1) Rama Chandra Patra  
(2) Saraj Kant Mishra

THE SCHEDULE HEREIN REFERRED TO

864 (C) Particulars of the Plots hereby demised)  
Plot No. 864 (C) Area ... Acres, measuring ... feet X ...  
in Mouza GHATIKIA in the New Capital, Bhubaneswar, district ...  
drawing No. 2/1083 under the Jurisdiction of Sub-Registrar, Bhubaneswar.

Bounded by Corresponding to Rev. Plot No- 8 (Part) Khata No-  
North— Road

South— I A.No- 863

East— 306 Road

West— 9349 P.No- 843

Director of Estate & Ex officio Addl. Secy to Govt. GA Dept.

True Copy RO

Saraj Kant Mishra  
Signature of the lessee

Certified that the first seven line of the printed lease deed forms have been struck up and the same typed in the stamp papers.

Saraj Kant Mishra  
Signature of the Lessee. Certificate that this is the true and correct copy of the original document.  
Endorsement copy by: P. Singh  
22/1/99  
Food Note: 9th Dec 99 copy  
At 1, Chandra State and ... Saraj Kant Mishra