

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

THIS LEASE made on this the 18 day of July 1992
BETWEEN the Governor of Orissa (hereinafter called "the lessor") of the one part AND Shri/Smt. Umesh Kumar Khemka
son/daughter/wife of Shri
resident of P.S. Khemka in the district of
by profession (hereinafter called "the lessee") of the other part.

WHEREAS the lessor owns and is possessor of the parcel of land situated in village Ghatikia, Bhubaneswar 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 on payment of a premium of Rupees Twenty nine thousand seven hundred fifty three 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:—

1. In consideration of the sum of Rs. 29,753/- (Rupees Twenty nine thousand seven hundred fifty three) paid as premium before the execution of these presents (the receipt of which the lessor hereby acknowledges) and in consideration of the statement of the lessee contained in his/her declaration, dated 18.7.92 to the effect that he/she does not own or possess any site (residential, shop-cum-residential, shop, commercial sites/ houses/flats) within the jurisdiction of 37 villages coming within the Municipal Area, Bhubaneswar 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 building a house or houses and using the same for his/her residential purposes only. All that land 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 premises from the 18th day of July 1992 for the term of ninety years PAYING therefor during the said term the yearly rent of Rs. 18,60/- only, on the 8th day of November 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 in this behalf, the first of such payments to be made on the 8th day of November next.

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

- (i) That the lessee shall pay the cost of infrastructure development of Rs. 55,786/- (Rupees Fifty five thousand seven hundred eighty six) only in three equal and annual consecutive instalments at the rate of Rs. 18,596/- each in the manner prescribed in Para; 1 (3) of the allotment order which shall be payable on or before the date of first, second and third anniversary of execution of these presents.
- (ii) That he/she shall during the term hereby granted pay to the lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed; and that he/she shall arrange to take delivery of possession of the land within one month of the date of registration of this lease deed in which case the date of execution of the lease deed by the lessee will be the date for which rent will be payable.
- (iii) That he/she 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.

Veron copy attested

29.11.07

Deputy Controller
Legal Metrology
Orissa, BBRK.

Umesh Kumar Khemka
18.7.92

W. B. M. Ch. Tripathy
Ch. Jadhavaraman Nayak
etc.

- (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 *authorised representative* 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(j) 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(j) 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 upon 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 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 six per cent per annum or at such rate as would be fixed by Government from time to time on such arrears.

Xerox copy attached.

28.11.07
Deputy Controller
Legal Metrology
Orissa, BBSR.

Umesh Kumar Khemka.

21.7.02

W. S. Nayak - Ch. Tri Pathy
Off. R. B. Nayak

Original

the lessee shall keep in tact and well defined, the boundaries of the holding and point them out for inspection when required by the lessor to do so, to any officer person duly authorised by him, in writing in that behalf.

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 permises 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 ... 18.7.92 ... in consideration of which the lease is granted to him/her are false or these 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.

Umesh Kumar Kherka
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Ch. Wipathy
Sd/- Rabinarayan Narayana

Xerox copy attested

Deputy Controller
Legal Metrology

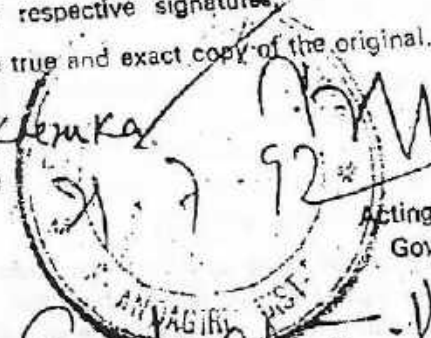


5. IT IS HEREBY FURTHER AGREED by and between the parties hereto as follows:

- (i) That any demand for payment or notice requiring to be made upon or given to shall be considered to be sufficiently made or given if sent by the lessor or his 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 lessor 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" 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.

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

Umash Kumar Khemka
Signature of the lessee



19393
Director of Estate
Joint Secretary to
Seal and Signature
General Administration Dep

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

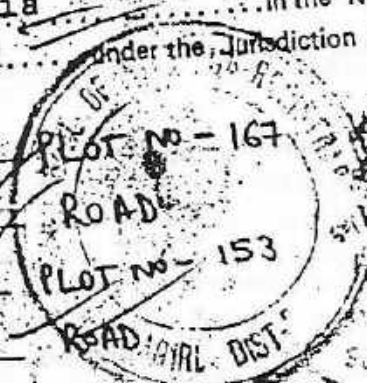
In the presence of

- (1) *[Signature]*
Advocate, Puri
- (2) *[Signature]*
Rabinarayan Nanda
DSR office Puri

- (1) *[Signature]*
Kedarnath Naik
Sr. Asst
G.A. Dept
- (2) *[Signature]*
Gopal Ch. Mallick
Sr. Asst. G.A. Dept

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

Plot No. 168(C) Area ... 60 feet X 90 feet
in Mouza Ghatikia in the New Capital, Bhubaneswar, district Puri, as per drawing No. B/360 under the Jurisdiction of District Sub-Registrar, Bhubaneswar.



Typed by me
B. Rayas
(B. Rayasingh)
L-149/DSR office
Bhubaneswar.

Umash Kumar Khemka
Signature of the lessee

Director of Estate & Ex-Officio
Joint Secretary
General Administration Dept

OGP-MP-XI (G. A.) 28-10,000-21-1-1992
Certified that the first seven lines of this printed form have been penned through and the same typed on the stamp papers.
Umash Kumar Khemka

[Handwritten notes and signatures on the left margin]



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14-11-92*

*no 492
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*Umesh Kumar Kumka
21.7.92*

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

THIS LEASE made on this 21th day of JULY, 1992 (one thousand

contd.....2

Xerox copy attested

29.11.07

Deputy Controller
Legal Microcopy
Orissa, BBSK.

*W. G. ...
D. ...*

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18/11/92 - 18/11/93

Umesh. Iam Khemka.

M.B.4, Lodhigama Housing Board Colony. Bhubaneswar

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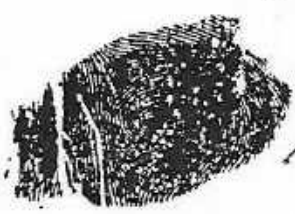
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Presented for Registration in the office of the Sub-Register KHAM
of
by
S/O
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by
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Umesh Khemka
Sub-Register
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Umesh Kumar Khemka
20/4/93



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Umesh Kumar Khemka
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Deputy Controller
Legal Metrology
Orissa, BSR



Umesh Kumar Karmakar
21.7.92

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nine hundred ninetytwo)
BETWEEN : the Governor of
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W. D. Sarda, Ch. Tripathy
S. Srinivasan Naidu

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Deputy Controller
Legal Metrology
Orissa, BBSR.

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M.B-4, Lakshmi Narayan

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Deputy Controller
Legal Metrology
Orissa, BBSK.



Umesh Kumar Khatko
21.7.92

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Orissa (hereinafter called
" the Lessor ") of the one
part;

AND

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W. Sore / C. Tripathy
S/o Radhadasan Nayak

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Legal Metrology
Orissa, BSR.

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Deputy Controller
Legal Metrology
Orissa, BSK

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Umesh Kumar Khemka
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SHRI UMESH KUMAR KHEMKA, aged
 23 years son of Shri Sohanbunder

D. S. Gadgil
 Rabinarayan Nayak

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 Deputy Controller
 Legal Metrology
 Orissa, BBSR.

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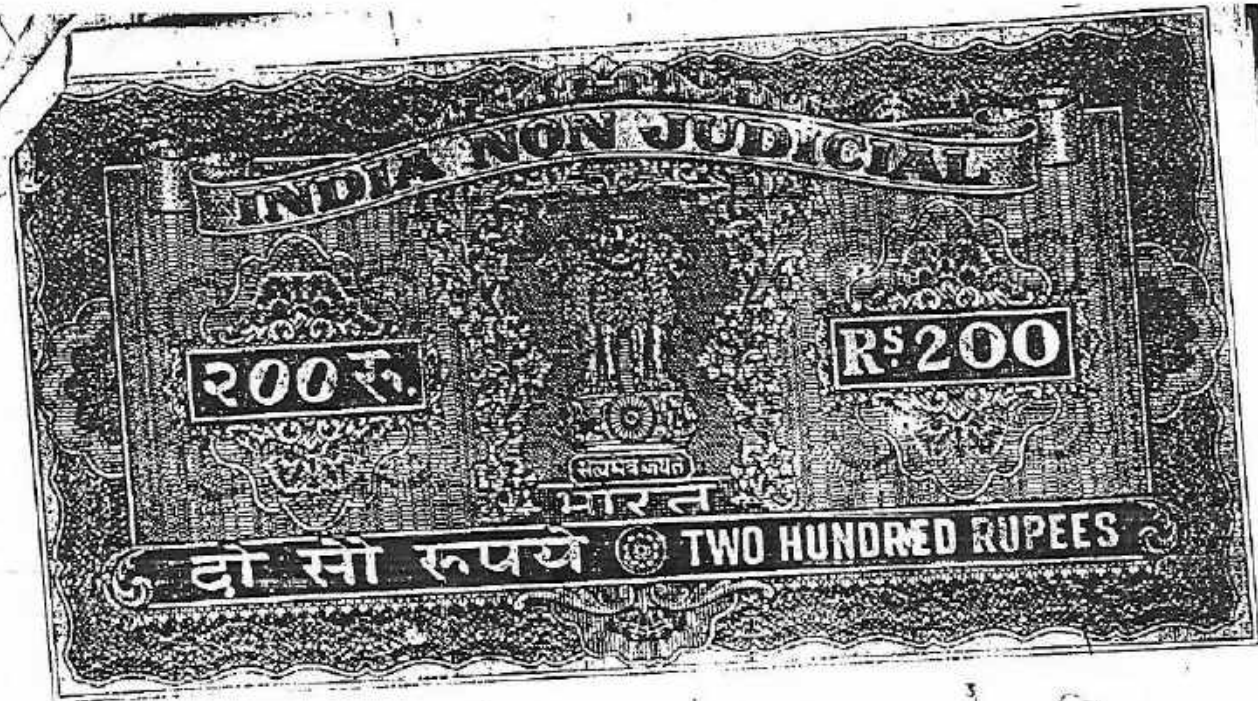
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Deputy Controller
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Orissa, BBSR.

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Umesh Kumar Khemka

31.11.17

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Khemka, resident of 17-4,
Laxmiserar Housing Colony,

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28.11.07

Deputy Controller
Legal Registry
U. P. BSR.

W. S. Ch. Tripathy

W. S. R. R. Narayan Narayan

No
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18/7/92 2004

Witness for Khemka

M.B.4. *[Signature]*

[Signature]
18/7/92
S.V.

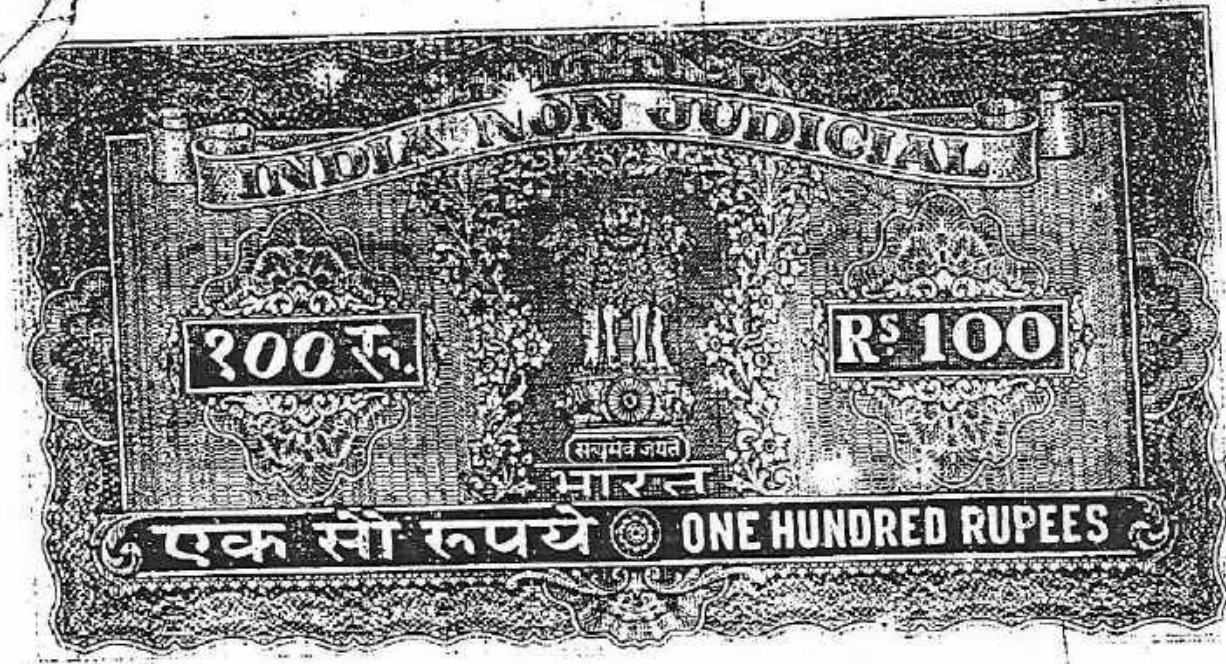
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Deputy Controller
Legal Metrology
O.1553, BBSK.

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P.S. Laxmisesar, Rhubaneswar
in the district of Puri at

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Umash Kumar Klemita

D. Barad Ch. Tairathy

Dr. Rabinarayan Nayak

Xerox copy attested

29.11.20

Deputy Controller
Legal Metrology
Orissa, India

5/2/08

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C. Meshi for Khemka

M-B-4. Lakshminagar

20/11/07

N. S. 18/11/07

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[Signature]

Scanned copy attested

28/11/07

Deputy Controller
Legal Metrology
Orissa, BBSR

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Umesh Kumar Khanna

21.11.20

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present Jagannath Electronics,
223, Panaji Bazar, Near Water Tank

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W. S. Sarda - Ch. T. S. Reddy

Rabinarayan Nanda

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27.11.20

Deputy Controller
Legal Metrology
Orissa, BBSR

No
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18/11/92

Jamesh Kumar Khemka

M.B-4, Cuttack

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28.11.07

Deputy Controller
Legal Metrology
Orissa, BBSR.



Umesh Kumar Khanna

21.2.07

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Shubanshu-9, by profession Business
(hereinafter called the " lessee ")
of the other part;

Contd...Printed form

W. S. Ch. Tripathy

B. Rameshwar Reddy

Rameshwar Reddy

Xerox copy attested

28.11.07

Deputy Controller
Legal Metrology
Class, BSR.

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M. N. S. Chakrabarti
M. N. S.

M. N. S.

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Deputy Controller
Legal Metrology
Orissa, BBSR.