

6911050163

5249

93725
Inc - 10297410-
Rent - 126291-
cess 99704-

cc-11

1985

Unpaid
As 223627-0
A170, 310-
A1811 40-

2,23,877-0

REGISTERED
CUTTACK

LEASE DEED

This lease made the 15th day of April 2011 between the Governor of Orissa (hereinafter called the lessor) of the one part and Cuttack Development Authority, Cuttack (hereinafter called the lessee) which expression shall unless excluded or repugnant to the context include its successors and assigns of the other part witness that.

Whereas the lessee has applied to the lessor for lease of land to be used for a public purpose namely, for development of Bidanasi Triangle Devt. Project for implementation of Housing scheme for E.W.S, L.I.G, M.I.G, H.I.G & Commercial purposes in sector-11 and whereas the lessor has agreed to demise to the lessee the land described in the schedule appended hereto for the purpose aforesaid upon the terms and conditions hereinafter contained.

AND THIS DEED WITNESS AND it is hereby agreed as follows:-

1. In pursuance of the sanction order contained in Govt. letter No.16558/R/ dated.23.03.2002 issued from the Under Secretary to Govt. in Revenue Deptt. Bhubaneswar addressed to R.D.C.(CD) Cuttack and revalidation of sanction order in letter No.3143/R & D.M. /dt.19.01.2011 addressed to the Secretary Board of Revenue, Orissa, Cuttack & Memo No.3144/R & D.M. /dt.19.1 2011 addressed to the Collector, Cuttack, Tahasildar, Sadar, Cuttack, the lessee and in consideration of the premium and rent hereinafter reserved and of the covenants on the part of the lessee hereinafter contained, the lessor hereby demises to the lessee all the Government land measuring Ac22.44 and particularly described in the schedule hereunder (hereinafter referred to as demised land) together with all rights, easements and appurtenances whatsoever belonging to or ⁱⁿ any way appurtenant thereto to HOLD the said demised land to the lessee from the 27th August-1996 and for a term of ninety-nine years on payment of total premium of Rs.1,02,97,410=00 (Rupees one crore two lakhs ninty seven thousand four hundred ten) only towards land premium calculated in the manner indicated below in accordance with the circular no.41476/HUD/dt.14.10.1987 of H & U.D. Deptt. in respect of Ac 22.44 demised lands as shown in the schedule hereunder and delineated in the map having the boundary in red colour:

Nagendra Kumar Meher
Secretary
Cuttack Development Authority
CUTTACK

Collector
CUTTACK

Sl.No.	Purpose of Utilisation.	Extent in Acre	Cost in Rs.
1.	Public Utility Services	Ac 13.47	No Premium
2.	E.W.S. Scheme	Ac 2.44	Rs. 6,86,494=00
3.	L.I.G. Scheme	Ac 8.76	Rs.32,86,168=00
4.	M.I.G. Scheme/H.I.G	Ac 10.89	Rs.61,27,803=00
5.	Commercial Scheme	<u>Ac 0.35</u>	<u>Rs. 1,96,945=00</u>
		Ac 35.91	Rs.1,02,97,410=00

and also paying during the said term the yearly rent of Rs.1,26,271=00 and cess of Rs.94,704=00 only @ 1% of the land premium and seventy five percent of the rent respectively. The rent and cess shall be paid to the Revenue Inspector concerned of the circle on the last kist date namely the first day of March each year. The lessor reserves the right to the mineral wealth including the minor minerals on, in or under the area covered by lease and the lessee will have the surface right only over the land.

2. It is hereby agreed and declared that the said lands have been made over or placed under the control of the lessee for the aforesaid purpose only and it is hereby further expressly agreed and declared as follows, that is to say.

2.1- That the lessee shall not use the land hereby demised for any purpose other than the specific purpose for which the land is granted namely for the ^{development of Bidanasi Triangle Development Project for implementation} purpose of Housing Schemes for E.W.S, L.I.G, M.I.G, H.I.G and Commercial ^{in Sector-II} purposes and to sub lease the plots/house sites to different individuals, institutions on long term lease basis in accordance with the terms and conditions of allotment envisaged in the schemes.

2.2- The period of sub-lease shall be for the unexpired period of the lease granted by the Government in favour of the Cuttack Development Authority.

2.3- All terms and conditions of the lease agreement executed by the Cuttack Development Authority with Government shall form part of the lease agreement to be executed by the Cuttack Development Authority with individuals/Sub-lessees.

2.4- That should the land or any part thereof be at any time required by the Govt. of Orissa for any purpose declared by the said Govt. to be public purpose, the lessor shall be entitled to resume the land or such part thereof and on giving six months notice in writing and on the expiry of the said period may through any Officer or person authorized by the lessor in that behalf re-enter and may take possession of the said land or part thereof as the case may be and of all buildings and structures etc thereon.

Nagendra Kumar Mandal

COLLECTOR, CUTTACK

Provided that in the case of such re-entry the lessee be entitled to compensation for buildings or other structures erected by him with the previous sanction in writing of those lessor on the demised land. The amount of such compensation shall be fixed by the lessor and shall not exceed the amount (if any) paid to the lessor as premium for this lease plus the cost of the market value of building and other structures erected thereon, provided always that in the case of any dispute as to the amount of compensation fixed by the lessor, the lessee shall be entitled to appeal to the commissioner of the Division, whose decision shall be final, conclusive and binding on the party.

3. That the lessee shall mark and keep marked the boundaries of the said land and point them out when so required by the lessor or any other officer authorized by him in his behalf.

4. That the lessee shall not make or permit to be made any building or works on or under the said lands without the previous sanction in writing of the lessor.

5. That the lessee shall not in any way mortgage, transfer assign or part with the possession of the demised land or any portion thereof except as authorized by the lessor in writing.

6. The lessee shall pay all municipal and other local rates and taxes which may be assessed upon the demised premises under any law in force whether the same is payable by the owner or occupier.

7. That on breach or non-observance of any of the aforesaid conditions No. 1, 3, 4, 5 & 6 of this indenture, the lessor may declare that the lease has been determined and that on the expiry of one month from the date of such order, the lessor or any officer or person appointed by him in that behalf shall be entitled to re-enter and take Khās Possession of the land here by demised and of the buildings and other structure etc. erected thereon.

Provided that in case the land is so resumed the lessee shall not be entitled to any compensation whatsoever of the land or for the buildings or other structures etc. erected by him on the land but he will be at liberty to remove the materials and such buildings or structures etc. within a month from the date of determination of the lease failing which the lessor shall be entitled to cause such materials or constructions removed at the cost of the lessee and sale the same by public auction. The lessee will in that event be entitled to the balance of the sale proceeds after deduction of arrear of cost and arrear rent, if any.

Nagendra Kumar Mondal
Secretary
District Development Authority
Cuttack-751012

Collector
COLLECTOR CUTTACK

REGISTERING OFFICER
CUTTACK

Provided however, that before such determination, the lessor shall give to the lessee written notice of his intention to do so and the lessee shall have the right to remedy the breach or non-observance complained of within three months from the date of such notice in which event the lessor shall not be entitled to re-enter or take possession.

8. That any demand for payment or notice required to be made or given to the lessee shall be deemed to be sufficiently made or given if sent by the lessor through the post by registered letter to the lessee and that any notice required to be given to lessor shall be deemed to be sufficiently given if sent by the lessee through the post by registered letter addressed to lessor and that any demand or notice so sent shall be presumed to have been delivered in usual course of post.

9. That on the question of a breach or non-observance of any of the terms and conditions of this indenture, the lessor shall be the sole judge and an order of the lessor declaring that there has been such breach or non-observance shall be final and conclusive proof of such breach or non-observance as between the parties hereto.

10. That the said lessor agrees to let and the said lessee agrees to take the demised land specifically mentioned in the schedule below for a term of ninety-nine years commencing from the date of 27.08.1996 at annual rental of Rs.1,26,271=00 provided that yearly rent shall be liable for revision at each settlement and re-settlement operation during the period of lease.

11. That if the annual rent hereby reserved or any part thereof shall at any time be in arrear and remain unpaid for three months after the same shall become due whether demanded or not, and in such case, the lessee shall, in addition to the arrear. Pay interest @ 10% per annum on such arrear and all such dues shall be recoverable as arrears of land revenue.

12. And the lessee agrees at the expiration of the said period of tenancy to deliver to the lessor all that piece and parcel of the premises hereby let out in as good a condition as the said are now in reasonable wear and tear being expected. It is also agreed that the lessee will pay all the rate, taxes and assessment which are now or during the said term will be imposed or assessed on the said premises by the authority of Government or otherwise.

Nagendra Kumar Mondal
Secretary
Block Development Authority
CUTTACK

COLLECTOR CUTTACK

13. On expiry of the terms of the lease, the lessee shall, if he has duly observed all the terms and conditions thereof, at the discretion of the lessor be eligible for a renewal for a further period of 99 years on the same terms and conditions except as to rent, which shall be liable to such renewal to enhancement by such as could be justified according to the circumstances then prevailing.

14. The demised lease will be utilized for the purpose for which it is leased out and not diverted/transferred in favour of any individual or others for any purpose other than for which it is leased out.

15. The land or any portion thereof shall revert to Govt. in Revenue Department free from all encumbrances and without payment of cost thereof, in case the same is not utilized for the purpose for which it is leased out.

16. The lessee shall make the boundary of the demised land and keep the same free from encroachment.

17. The lease is not hit by the approved master plan prepared under the O.G.L.S. Act/Town Planning Act.

18. That the lessee paying the rent hereby reserved and performing all covenants herein contained shall hold and enjoy the demised premises during the said term without any unlawful interruption by the lessor or by any person whatsoever, provided that the rent herein reserved shall be subject to revision at each settlement to coincide with the settlement of rent on agricultural lands in the area or such other interval as may be ordered by Govt.

19. Infringement of any of the above conditions and terms laid down in the lease agreement will amount to violation of terms and conditions of the lease and there upon the demised land shall revert back to Govt. in Revenue Deptt. free from all encumbrances without payment of any compensation either for the land or for the structure erected thereon and for the improvement which might have been made to it.

20. In witness thereof the parties to these present do hereinto set their respective hands and seals the day the month and the year first above written.

Nagendra Kumar Meena

COLLECTOR, CUTTACK

SCHEDULE OF LAND

Mouza- Bidyadharpur, PS- Bidanasi, Thana No- Cuttack Sadar-6, Dist- Cuttack

S.R.O.- D.S.R., Cuttack.

Khata No.	Plot No.	Public Utility purposes area in acre	Housing purposes area in acre.
330	25(P)	0.500	0.360
	26(P)	2.400	3.600
	28(P)	4.100	4.200
	30(P)	0.600	2.140
	34(P)	2.150	3.750
	60(P)	0.060	0.100
	67(P)	-	0.600
	72(P)	0.700	1.000
	73(P)	0.750	2.350
	74(P)	0.350	0.700
	75(P)	0.400	1.460
	76(P)	0.300	0.860
	77(P)	0.160	0.400
	78(P)	0.210	-
	81(P)	0.140	0.170
	74/1802(P)	0.650	0.690
	66/1803(P)	-	0.060
		13.470	22.440

Bounded by:

North: Plot No-25(P),26(P) & 34(P)

South: Plot No-30(P),59(P),60(P)
66/1803(P),67(P) & 81(P)

East : Plot No-26(P),74(P),77(P),
78(P),79(P) & 81(P)

West:Plot No-30(P),31(P),32,34(P)
35 & 36

In the presence of witnesses:

- Kabi Surya Mohite H.C.
Rev. Section, Colto, Cuttack
Shaikh Zafar Ali, S.O.
- Revenue Section, Collectorate, Cuttack.

Signature of the lessor
Collector, Cuttack
Representing the State of Orissa
COLLECTOR CUTTACK

In the presence of Witnesses:

- Pijoy Kumar Patra
COA, Cuttack
- Sharat Kumar Mahanty
SIP & Rehabilitation Mahanty
S.D.A., Cuttack.

Nageswara Kumar Mond
Signature of lessee
for and on behalf of the
Cuttack Development Authority
Cuttack
Secretary
Cuttack Development Authority
CUTTACK-75

Drafted as per prescribed draft
and typed in my office.

[Signature]
Secretary
Cuttack Development Authority