

904

32
227.236

1/5/2001
818

original
before 1st 90 years
pre 1/2/11, 2935 Post 10/1/13, 1511

Admission to ...
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Schedule ...
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for Pand
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818
2, 65, 695

Registered Officer

This lease made the 6th day of Feb, 2001
between the Governor of Orissa hereinafter called the Lessor
of the one part AND the Secretary, Cuttack Development Authority, Cuttack (hereinafter called the lessee) which expression
shall unless excluded or repugnant to the context include its
successor and assigns of the other part witnesses that.

Whereas the lessee has applied to the lessor for lease
of land to be used for the purpose of Development of Bidanasi
Triangle Development Project for implementation of housing scheme
and other allied purposes. And whereas the lessor has agreed
to demise to the lessee the lands described in the schedule appen-
ded hereto for the purpose aforesaid upon the terms and conditions
hereinafter contained NOW THIS DEED WITNESSES and it is hereby
agreed as follows:-

P.T.O.

Letter no 907/22.3.2001

COLLECTOR, CUTTACK

Secretary, Cuttack Development Authority

1. In pursuance of the sanction contained in letter No. GE-GTC-150/99-39493/R/dt.28.8.2000 and issued from the Deputy Secretary to Government in Revenue & Excise Department, Bhubaneswar addressed to the Secretary to R.D.S. (CD), Cuttack and memo No.39494/R/dt.28.8.2000 addressed to the ~~xxxxxxx~~ lessee/Collector, Cuttack/ Tahasildar, Sadar, Cuttack and in consideration of the premium and Rent hereinafter reserved and of the covenants on the part the lessee hereinafter contained, the lessor hereby demises to the lessee ~~xx~~ all the Government lands measuring Ac.46.55 and particularly described in the schedule here under (hereinafter referred to as demised land) together with all rights, easements and appurtenances whatsoever belonging to or in any way appurtenant there to HOLD the said demised land to the lessee from the 18th day of January 1985 and 27th day of August -1996 for a term of thirty years on payment of a total premium of Rs.1,27,11,393/- (Rupees One Core twenty seven lakhs and eleven thousand three hundred ninety three) only towards Land premium calculated in the manner indicated below in accordance with the circular No. 41476/HUD/dt.14.10.7 of H & U.D. Department, Ground rent of Rs.1,43,151/- (Rupees One lakh forty three thousand and one hundred fifty one) only @ 1% of the premium during the said terms in respect of Ac.46.55 of demised land as shown in the schedule hereunder and delineated in the map basing the boundary in red colour.

S.No.	Purpose for utilisation of land.	Extent in Acres.	Cost.
1.	Public utility Services	Ac.21.11	No. premium
2.	For sale of plots for housing and commercial purpose.	Ac.18.89	1,06,29,403/- @ 5,62,700/-
		Ac. 2.55	9,56,590/-
		@ 2/3rd of	Rs. 5,62,700/-
3.	E.P.S. Scheme	Ac. 4.00	11,25,400/-
		@ 1/4 of	Rs. 5,62,700/-
		Ac.46.55	Rs.1,27,11,393/-

P.T.O.

COLLECTOR, CUTTACK

The annual ground rent shall be paid to the Revenue Inspector concerned of the circle on the last kist date namely 1st 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 the lease and the lessee will have the surface right only over the land.

It is hereby agreed and declared that the said lands have been made over to or placed under the control of the lessee for the aforesaid purpose of Development of Bidanasi Triangle Project for implementation of a Housing Scheme only and it is hereby further expressly agreed and declared as follows that is to say.

1. That the lessor shall not use the land hereby demised for any purpose other than the specific purpose for which the land is granted namely for Development of Bidanasi Triangle Development Project and implementation of Housing Scheme and to sublease the plots/house sites to different individuals on long terms lease basis in accordance with the terms and conditions of allotment envisaged in the scheme.

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.

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

4. That should the land or any part thereof be at any time required by the Government of Orissa for any purpose declared by the said Government to be public purpose the lessor shall be entitled to resume the land or such part thereof and on giving six months

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Secretary
Development
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notice in writing and on the expiry of the said period may through any officer or person authorised by the lessor in that behalf reenter and may take possession of the said land or part thereof as the case may be and of all buildings and structures etc. thereon.

Provided that in the case of such re-entry the lessee be entitled to compensation for buildings or other structure 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 the 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.

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

6. That the lessee shall not make or permit to be made any building or works on or under the said lands for the purpose other than for which the lease has been sanctioned.

7. 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 authorised by the lessor under this indenture.

8. The lessee shall pay all Municipal and other local rate 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.

9. That on breach or non-observance of any of the aforesaid conditions No. 1, 3, and 4 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

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SECRETARY
COLLECTOR, CUTTACK.

Secretary
Development Authority
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person appointed by him in that behalf shall be entitled to re-enter and take possession of the land hereby demised and of the buildings hereby demised and of the buildings and other structures 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 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 remove 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.

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 nonobservance 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 .

10. That any demand for payment of 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 that demand or notice so sent shall be presumed to have been delivered in usual course of post .

11. That on the question of a breach or non-observance of any of the terms or conditions of this indenture , the lessor

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Secretary
Society
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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 .

12. 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 terms of ~~ninety nine~~ years commencing from the 18th day of January, 1985 and 27th day of August -1996 at annual rental of Rs. 1,43,151/- (Rupees One lakh forty three thousand one hundred fifty one) only provided that yearly rent shall be liable for revision at each settlement and re-settlement operation during the period of lease . That the lessee has paid the 1st and second instalment being 40% of the premium to the lessor at the rate hereinafter reserved vide clause -1 of this indenture in accordance with the principle of payment laid down by the Government in H & U.D. Department vide their circular No. 41476/HUD/dt.14.10.87 .

13. 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 arrear of land revenue .

14. 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 excepted . 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 .

15. 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 90 years on the same terms and conditions except as to rent which shall be liable to such renewal to enhancement by such amount as could be justified according to the circumstances then prevailing.

COLLECTOR, CUTTACK

Author

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 16. In witness where of the parties to these presents do herein to set their respective hands and seals the month and the years first above written.

SCHEDULE OF LAND.

Mouza- Bidyadharpur-6 Cuttack Sadar Tahasil, Thana No. 6

Khata No.	Plot No.	Area in acres.
330	26(P)	Ac. 0.450
	77(P)	Ac. 0.480
	78(P)	Ac. 1.040
	81(P)	Ac. 0.650
	74/2144(P)	Ac. 0.120
	87(P)	Ac. 22.100
	88(P)	Ac. 8.320
	91	Ac. 1.030
	✓ 94/2145(P)	Ac. 5.400
	✓ 95(P)	Ac. 1.460
	96(P)	Ac. 0.670
	97(P)	Ac. 2.790
	✓ 98(P)	Ac. 1.100
89(P)	Ac. 1.000	
		Ac. 46.550

Bounded By.

North : Plot No. 26(P), 87(P), 88(P), 89(P)

Area within Sector-9.

South :

Embankment Road of River Kathajori.

East :

Mouza- Bentakarapada No.19

West : Plot No. 26(P), 77(P), 78(P), 74(P), 81(P).

Area within Sector-11

In the presence of witnesses .

1. *Biswanath Mishra*
Revenue Section Officer
2. *Devanindra Kumar Parida*
Deputy Section Officer

Signature of the Lessor
 Collector, Cuttack,
COLLECTOR, CUTTACK.
 Representing the State of Orissa.

In the presence of witnesses

1. *Kailasprasad Mishra*
Land Officer
2. *Pradeep Kumar Ray*
Section Officer, C.D.A.

Signature of Lessees for and on behalf of the Cuttack Development Authority, Cuttack.
 Secretary
 Cuttack Development Authority
 draft Cuttack-12

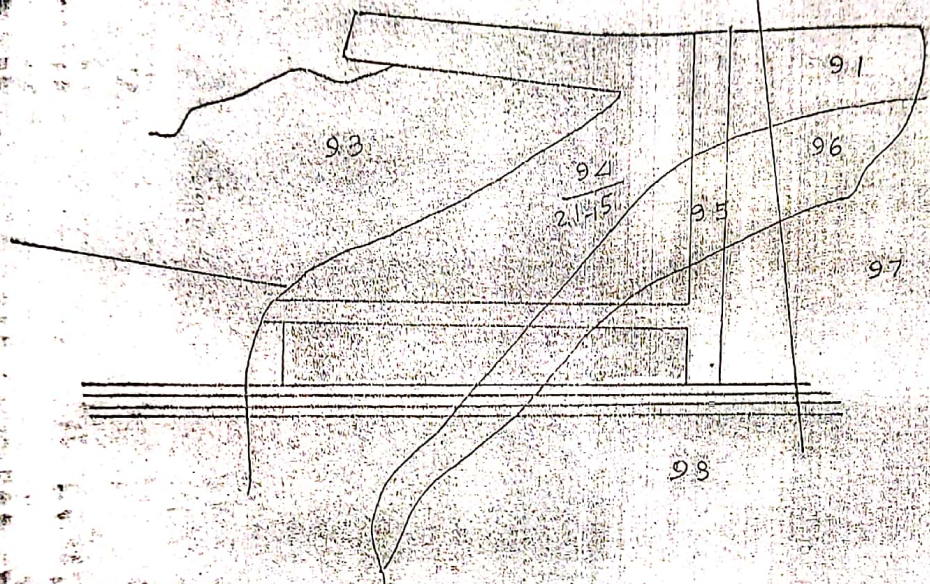
Draft as per prescribed and typed in my Office.

Typed by
[Signature]

Pradeep Kumar Ray
 Section Officer, C.D.A.
 Secretary
 Cuttack Development Authority
 Cuttack-12

MZ. BIDYADHARPUR NO. 6
PS. CUTTACK SADAR
DIST. CUTTACK
SCALE: 16" = 1 MILE
YEAR - 1973 - 74

92



REFERENCE :

- PLOT NO. 92/2145, AREA - AC 1.278 dec
- PLOT NO. 95(94), AREA - AC 0.363 dec
- PLOT NO. 96(94), AREA - AC 0.792 dec

Total AC 2.433 dec shown thus -

Wat
22/2/22
Drawn by
Vishwajeewan Patil
P.A.