lekh 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 ..... BETWEEN the Governor of Orissa (Rereinafter called "the lessor") of the one part AND Shri/Smt. Umesh Kumar Khemka .....san/daughter/wife of Shi... In the district of . . . . . . . (hereinafter called "the lessee") WHEREAS the lessor owns and is possessor of the parcel of land situated in village...... Thatikia, .. Phubaneswar ....... 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 premiur of Rupees. Twentypine, thousand seven hundred.

fiftythree ... 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, 7531-// (Rupees Twentynine thousand seven .bundred fiftythree ....) paid as premium before the execution of these presents (the receipt of which the lessor hereby acknowledges) and in consideration of the statement 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 delienated 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 2th. day of ...... July ........... 1992... for the term of ninety years PAYING therefor during the said term the yearly rent of Rs. . . 18.60. paise . . . . 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 Rs55, 786/- (Rupees Fiftyfive thousand seven hundred elentys) 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/ehe 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,

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(/v) That he/she shall, at his/her own-expense and with the previous permission in writing of the lessor, erect upon the and 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 vacent 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.

(vil) 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

(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(1) 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(i)

(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 time on such arrears.

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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 suthorised 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 lessed 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 inflamable 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 ennoyance 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 :-
  - 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 declaretion, dated ... 18. 7.-92 .... .... 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.

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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 t 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 pro-(or at his/her known address) and that notice requiring to be given to the lessor sh. considered to be sufficiently given if sent by the lessee through the post by regista letter addressed to the Collector, Puri AND that any demand or notice sent by the pu 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" hereinbeiore 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 or mentioned against their respective signatures,

The duplicate is the true and exact copy of the original. Umash Kumar Klemka Signature of the lessee

Director of Este Joint Secretary by C. Consess Statisticustres Deb.

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

In the presence of ) Witnesses

THE SCHEDULE HEREIN REFERRED TO

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(Particulars of the Plots hereby demised)

....feet X. 901 ...feet in the New Capital, Bhubaneswar, district Puri, as per in Mouza. Chatikia ander the Jurisdiction of District Sub-Registrar, Bhubaneswar. SKA Kro-30

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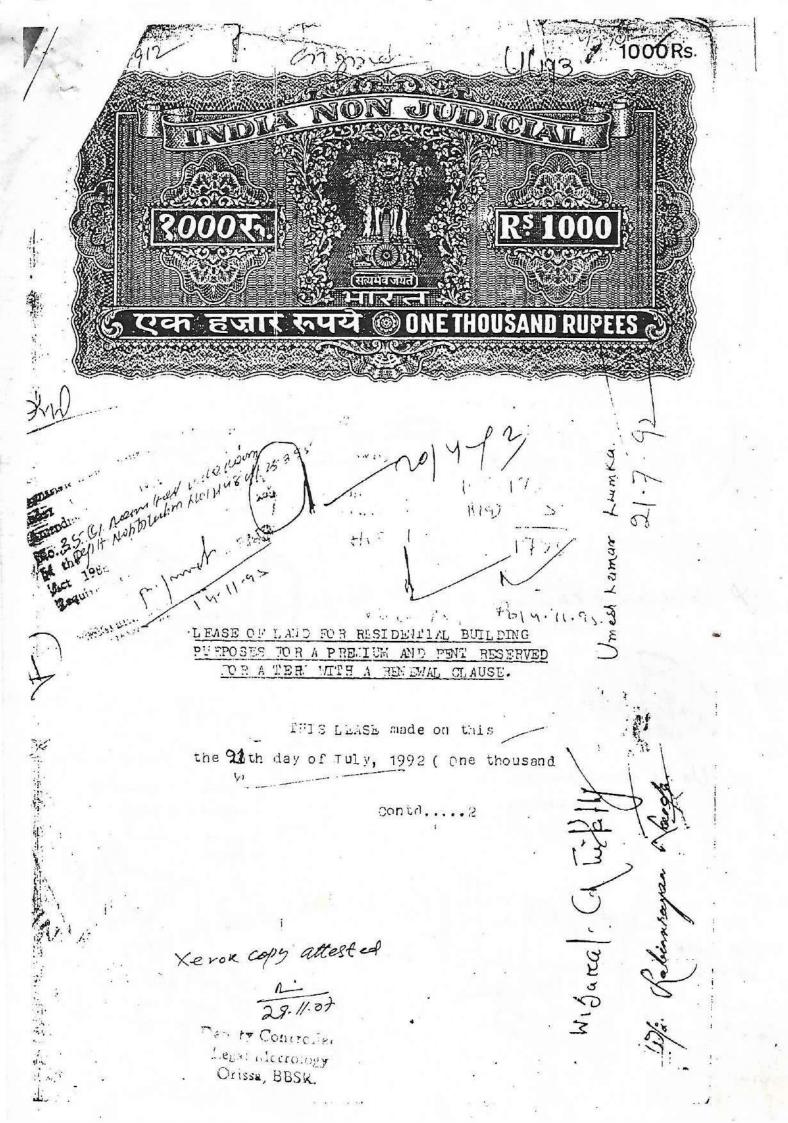
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Signature of the lesses

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outh Covitoller Certified that the first seven lines of this printed 101:00 form have been penned through and the same typed on the stamp papers. Umesh Kumar Kyemka



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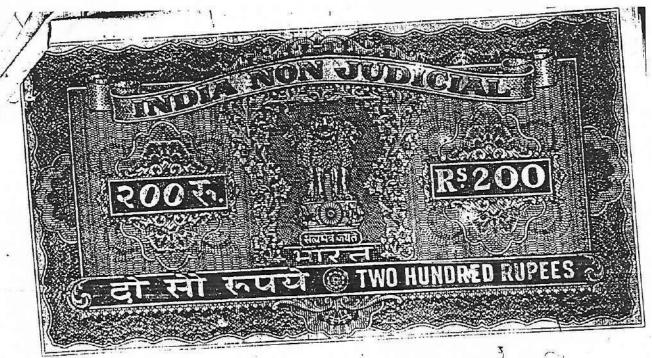
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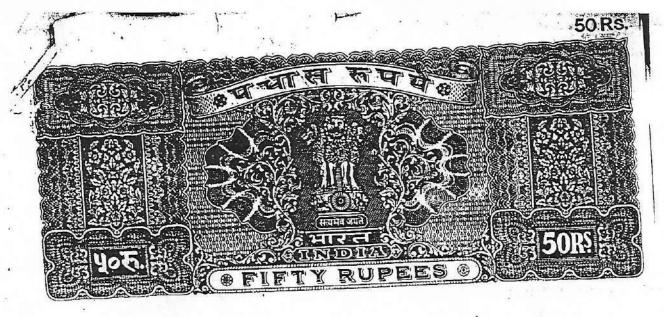
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### CERTIFIED COPY NO **CC1132023004864** OF YEAR- 2023 COPY APPLICATION NO **2023113027370** OF YEAR- 2023

CERTIFIED COPY OF: DOCUMENT NO 4985/2008/1 OF YEAR-2008

### Details of fees paid towards certified copy

1. Searching Fee : Rs. 512. Inspection Fee : Rs. 213. Copying Fee : Rs. 734. User Fee : Rs. 250

Total Fees : Rs. 395 (THREE HUNDRED AND NINETY FIVE RUPEES ONLY)

Certified that a sum of Rs.100 (ONE HUNDRED RUPEES ONLY) being the proper stamp duty has been paid by Sri. SHREE SAIGOPINATH CONSTRUCTION Son of SHREE SAIGOPINATH CONSTRUCTION

Signature of the proper officer, Registering Officer, KHANDAGIRI



180 REINDIA Rs. 500 INDIA NON JUDICIAL 322895 Amendment duty )[Does no Uniesh Kumar Kemka TEE PAID Comba unear knowled & Registering Office Attected & KMANDAGIR. CONVEYANCE DEED (For conversion of G.A Department leasehold lands to freehold in Bhubaneswar Municipal Corporation Limits) This conveyance made on this 2nd day of May 2008 between Governor of Orissa , hereinafter called "The Vendor" ( Which expression shall unless excluded by or repugnant to the context be deemed to include his successors in onice and assigns) of the one part, AND UMESH KUMAR KHEMKA, aged about 39 years, Son of Sri Shyamsunder Khemka, resident of MB- 4,

(Imesh Kumar Khenka

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Laxmisagar Housing Colony, P.S.-Laxmisagar. Bhubaneswar, in the Dist.of Khurda, hereinafter Called "The Purchaser" through General Administration Department Regd.Lease Deed No-4493,dt-20.4.1993, (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, administrators, representative and permitted assignees )of the other part.

WHEREAS by a Lease Deed Dated- 21st day of July. 1992, made between the Governor or his assignee on

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on 20th day of April.1993 in the office of the Sub Registrar, Khandagiri, Bhubaneswar, bearing Serial No- 1912, Regd No- 4493, in Book No-I,Volume No-142 at page-219 to234(hereinafter referred to as the said Conveyance Deed) Plot No-168(C),Under Revenue Khata No-443 (Anabadi) situated in the Mz-Ghatikia, Bhubaneswar, District Khurda, was demised and assured unto the said purchaser herein subject to the limitation, terms and conditions mentioned therein.

AND WHEREAS representing that the said lease is still valid and subsisting the said purchaser has applied to the vendor to

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property leased out to him under the said lease deed to the extent of its permanent, transferable and heritable rights and the vendor has agreed to sell such interest / right of the said demised property subject to the terms and conditions appearing hereinafter. NOW THIS INDENTURE WITNESS THAT in Consideration of the sum of Rs.14,876.00 (Rupees Fourteen thousand eight hundred seventy six) only Paid as conversion fees, before the execution here of (the receipt where of the Vendor hereby admits and acknowledges) the aforesaid representation and subject to the limitation mentioned hereinafter the Vendor both hereby grants, conveys, sells, releases and transfers, assigns and assures unto the aforesaid

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purchaser(s) the permanent, transferable and heritable rights in respect of the demised land situated in Plot No- 168 (C), in Vill- Ghatikia, Unit- ,of Thasil- Bhubaneswar, Dist. Khurda, (hereinafter referred to as the said property) more fully described in the Schedule hereunder TO HAVE AND TO HOLD the same unto the purchaser with permanent heritable and transferable rights, SUBJECT to the to the exceptions, reservations, covenants and conditions hereafter contained, that is to say, as follows:-

- 1. The purchaser will have only the exclusive surface rights over the said Property.
- 2. The Vendor excepts and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the vendor its

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agents and workmen, to enter upon all or any part of the property to search for, win , make merchantable, and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Vendor and to lay down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the purchaser for damage down unto him thereby subject to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of said property and to all public rights or easement affecting the same.

3. That not withstanding execution of this deed, use of the property in contravention of the provisions of Master

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plan / zonal development plan / lay out plan shall not be deemed to have been condoned in any manner and the Town Planning / Local Urban authorities shall be entitled to take appropriate action for contravention of relevant provisions

in this regard or any other law for the time being in force.

4. The purchaser shall comply with the building, drainage and other bye laws of the appropriate Municipal or other authorities for the time being in force.

5. If it is discovered at any stage that this deed has been obtained by suppressions of any facts or by any mis-statement, mis- representation or fraud, then this deed shall become void at the option of the Vendor, who shall have the right to cancel this deed and forfeit the 071177

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consideration paid by the purchaser.

The decision of the Vendor in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.

- The purchaser shall not commit any act of waste on the said property so as to render it unfit for the purpose of being used as a house site.
- 7. Besides the conversion fees of Rs.14,876.00 as mentioned above the purchaser will be required to pay a sum of Rs. 37.20 as annual rent for the said property, (besides payment of cess as per Rules).
- 8. The rent is liable for revision during survey and settlement operations or at the end of each of 15 th year, as the case

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may be subject to a maximum limit of 50 (fifty) percent over the rate of rent in force in the previous year or the

rates applicable at the time to similar lands in the vicinity.

9. It is further declared that as a result of this Conveyance Deed, Present purchaser from the date mentioned hereafter will become owner of the said property with permanent, transferable and heritable rights and the conveyance deed for lease of the land earlier executed with the purchaser on behalf of the Vendor doth hereby releases the purchaser from all liability in respect of the covenants and conditions contained in the said lease deed required to be observed by the purchaser of the said demised property.

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- 10. The stamp duty and registration charges ,upon this instrument shall be borne by the purchaser.
- 11. This transfer shall be deemed to have come in to force with effect from the date of registration of this deed.

  In witness where of Shri. P. K. Mohanty, Joint. Secretary to Government and Ex-officio, Director of Estates, General Administration Deptt. for and on behalf of and by the Order and direction of the vendor has here unto set his hand and Sri Umesh Kumar Khemka, the purchaser, has here unto set his hand, day and year first above written.

Umesh Kumar Khemka

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दर्वता आहिशा ORISSA

01AA 195091

& CMEST ILLINES ICHONAL

### -11-THE SCHEDULE ABOVE REFERRED TO

Khurda, Dist -

Thasil-Bhubaneswar,

Village- GHATIKIA,

Unit -

Plot No- 168 (C) -

Ac.0.124 dec.

Extent (Dimension and area) - 60' X 90'

As per Drawing No-

B/360

Corresponding to Revenue Plot No- 51 (Pt.)

Under Revenue Khata No - 443 (Anabadi)

Mouza - GHATIKIA, Bhubaneswar.

Under the Jurisdiction of Sub Regst. Khandagiri,,

Bhubaneswar.

North - Plot No- 167

South - Road

East- Plot No-153

West-

Janos Kumar Khimba

10896
C. R. Mlenney

10896
Comegi Kunev Brevike

C.R. Prusty

STAMP VENDOR

DI NESWAR

Certified to be a true copy Digitally signed by MANOJ KUMAR SENAPATI Date: 2023.07.31 16:26:46 +05:30



Governor of Orissa (Vendor). In the presence of witness (Name and address in full) Shri Larmidha Musmy Joint Secretor to Gove.

Shri Silly Ruen Blatay Of C. A. Deppti School Governoon G. A. Deppti S. G. A. Deppti In presence of witness & Dinesh Wenor Chemica (Name and address in full) & Onesh Kumar Khemka Shri Shyam Sunder Khendon. MA-4 (axunisagas Hoursing colony.
Bullanescal-6. PURCHASER Shri Hanoj lumar lehomko 165, Bapaji Nagar Bhuhanerwar 9. Certified that this is the true copy and exact reproduction of ongeral Lowerent Umeth Kumar Khamka Copy prepared by me Umesh Kumar Khanka

Certified to be a true copy Digitally signed by MANOJ KUMAR SENAPATI Date: 2023.07.31 16:26:47 +05:30 Joint Secy, to Govi.

& Ex-Officio Director of Estates, G. A. Depptt

L'. R. Klicach & Umish Kumer Khamke. minningShiAR LEG. STERED & TRUE GUT, FILED IN Jeok No.... [80 Military 13. ... 102 102 2002 Eng Martingo got 6 low Registering Uti ~ CHANDAGIR: 2 No Bellen Carrey by B. Anny Certified to be a true copy

Digitally signed by MANOJ KUMAR SENAPATI Date: 2023.07.31 16:26:48 +05:30 16.2.18.