LEASE DEED

The agreement for lease is made the 5th day of August '2010 between the Collector, Mayurbhanj representing the state of Orissa (hereinafter called the LESSOR) OF THE ONE PART

AND

The Area Manager of Food Corporation of India, District Office, Balasore on behalf of General Manager, Orissa Food Corporation of India, Bhubaneswar hereinafter called the LESSEE( which expression shall unless excluded or repugnant to the context be deemed to include the Corporation and its successor in interest assigns) of the OTHER PART WITNESSSTH that.
Endorsement of the certificate of admissibility

Admissible under rule 25, duly stamped under the Indian stamp (Orissa Amendment act 1 of 2006) Act 1899, Schedule 1-A No. — Fees Paid: Rs.200, Total Rs.295a

Date: 05/08/2010

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar MAYURBHANJ between the hours of 10:30 AM and 02:30 PM on the 05/08/2010.

COLLECTOR MAYURBHANJ REPRESENTING STATE OF ORISSA, son/wife of , of BARIPADA, by caste , profession and finger pressed.

Signature of Presenting officer
Date: 05/08/2010

Endorsement under section 58

Execution is admitted by:

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<td>COLLECTOR MAYURBHANJ REPRESENTING STATE OF ORISSA</td>
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<td>AREA MANAGER FOOD COOPERATION OF INDIA</td>
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Identified by SIDHESWAR KANUNGO, son/wife of NOT MENTIONED of MANAGER(STORAGE),JCI DIST-OFFICE BALASORE MAYURBHANJ by profession Others

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<td>SIDHESWAR KANUNGO</td>
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Date: 05/08/2010

Remark from Registering Officer: ok

Endorsement of certificate of registration under section 60

Registration office: MAYURBHANJ
Book Number: 1 | | Volume Number: 56
Document Number: 11261002333
For the year: 2010

Date: 05/08/2010

http://figrorissa.gov.in/Admin/DSR/Endorsement/PrintEndorsement.aspx?id=1261002970
WHEREAS the Lessee has applied to the Lessor for lease of Govt. land to be used for the bonafide public purpose i.e. for construction of Food and Storage Godown and staff Quarters and whereas the Lesser has agreed to demise to the Lessee the described in the schedule appended hereto for the aforesaid purpose upon the terms and condition herein after contained.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:-

1. In pursuance of sanction order of the Board of Revenue Orissa, Cuttack in his letter No.262/Rev.1 dated 11.3.2010 communicated in letter No.1365 dt.17.3.2010 of Tahasildar, Baripada and till consideration of the premium, annual rent and cess herein after reserved and of the lesser hereby demising to the lessee the Govt. land measuring Ac.6.00 and particularly described in the schedule herein under( herein after refer to as demise land) together with all rights, easement and appurtenances what-so-ever to the lessee from 5th August'2010 for a term of 99 years, paying therefore premium of Rs.13,39,998/- (Rupees thirteen lakhs thirty nine thousand nine hundred and ninety eight)only and annual rent of Rs.13,400/- (Rupees thirteen thousand and four hundred)only and annual cess of Rs.10,050/- (Rupees ten thousand and fifty)only of the demise land which the lesser hereby acknowledged in respect of Ac.6.00 of demise land as shown in the schedule here under. The lesser reserves the right including the minor minerals on in or under the area covered by lease and the lessee will have only the surface right over the land.

2. It is hereby agreed and declare that the said land have been made over to the lessee for the aforesaid purpose only and it is hereby further expressly agreed and declared as follows, that is to say:-

i. The land shall be utilized only for the purpose: the lease is sanctioned and should not be transferred or subject to any other party or otherwise disposed of without prior permission of the lessor.
ii. That, if the land or any part thereof is not utilized for the purpose for which the lease is sanctioned within three years from the date of sanction, the land shall be reverted back to the Govt. in Revenue and Disaster Management Department free from all encumbrances.

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

3. Provided that in the case of such re-entry, the lessee shall be entitled to compensation for the building or other structures, improvement if any done on the demise 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 in addition to the cost of buildings, other structures and improvement if any done over the land.

Provided further that in case of any dispute an amount of compensation fixed by the lessor, the lessee shall be entitled to appeal to the Government in Revenue & Disaster Management Department, Govt. of Orissa whose decision shall be final conclusive and binding on the parties.

4. That, the lessee shall mark and keep the boundary of the said land and point them out when so required by the lessor or any other Officer authorized by him on his behalf.

5. That, the lessee shall not in any way bequeath, 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. That, the lessee shall pay all necessary taxes to Local Municipal Authority and other Local Bodies 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-observances of any of the aforesaid conditions 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 khas possession of the land hereby demised and of the building and other structures etc. if any erected thereof:

Provided that in case the land is so resumed, the lessee shall not be entitled to any compensation whatsoever for the land or for the buildings or other structures etc. if any erected by him or for any improvement which might have been done on the land, but he will be at liberty to remove the materials of such building 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 sell the same by public auction. The lessee in that event will be entitled to receive the balance of the sale proceeds after the deduction of arrear cost and rents, if any. Provided however that before such determination the lessor shall give to the lessee a written notice of his intention to do so and the lessee shall have the right to remedy the breach of 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 the lessor shall be deemed to be sufficiently, given if sent by the lessee through the post by registered letter and addressed to the lessor and that any demand or notice so sent shall be presumed to have been delivered in usual course or post.

9. That, on the question of breach or non-observance of any of the terms or 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 term of ninety nine years commencing from the day of 5th August 2010 at an annual rent of Rs.13,400/- (Rupees thirteen thousand and four hundred)only and cess as admissible under rule provided that the yearly rent and cess be liable to revision at each revision settlement and resettlement operation during the period of lease. The lessee has paid the premium of Rs.13,39,998/- (Rupees thirteen lakhs thirty nine thousand nine hundred and ninety eight)only, annual rent of Rs.13,400/- (Rupees thirteen thousand and four hundred)only and annual cess of Rs.10,050/- (Rupees ten thousand and fifty)only to the lessor for lease of the land.

11. That, if the annual rent and cess hereby reserved or any part thereof shall at any time be in arrear and remains unpaid for three calendar months after the same shall have become due whether demand or not then and in such cases, the lessee shall in addition to the arrear pay interest @ 12% per annum on such arrears 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 condition as the same are now in, reasonable wear and tear being expected. It is also agreed that the lessee will pay all the rates, taxes and assessments which are now or during the said term will be imposed or assessed on the said premises by the authority of Government or otherwise.

13. On expiry of the term 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 of a further period of ninety years on the same terms and condition except as to rent and cess which shall be liable as such renewal to enhancement by such amount as would be justified according to the circumstances then prevailing.

14. In Witness whereof the parties to these present do hereinto set their respective hands and seals the day, month and the year first above written.