DEED DATED 9-12-1972

This lease made the ... day of Jan., 1972...

BETWEEN COLLECTOR, Keonjhar on behalf of the Government of Orissa and

hereinafter called the Lessor of the one part AND District Manager

of the Food Corporation of India (hereinafter called the Lessee) which expression shall unless excluded or repugnant to the context include list successors and assigns of the other part of witnesseth that

Whereas the Lessee has applied to the Lessor for a lease

of land to be used for a commercial purpose namely for Storage

of wheat; and whereas the Lessor has agreed to demise to the lessee

the lands described in the schedule appended hereto for the purpose

thereof upon the terms and conditions hereinafter contained.

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

1. In pursuance of the sanction contained in letter No. 22635/R

dated the 19th day of April, 1972 of issue for the Revenue Department

and addressed to the Lessor and in consideration of the premium and

rent hereinafter reserved, and of the covenants on the part of the

Lessor hereinafter reserved and of the covenants on the part of the

Lessee hereinafter reserved and of the covenants on the part of the

Lessee hereinafter reserved, the lessee hereby demises to the lessee all the Government land measuring Ac. 0-60 decimals 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, HOLD the said demised land to the

lessee from the 1-1-1972 until the 1-1-1982, for a term of ninety nine years paying there for a total premium of Rs. 6,000/- (Rupees six thousand six hundred only) the receipt of which the lessee hereby acknowledges being at the rate of Rs. 11,000/- per acre in respect of Ac. 0-60 decimals of demised land as shown in the schedule hereunder and delineated in the map.
Presented for Registration between the hours of 11 A.M. and 12.30 P.M. on the 28th day of June at the Keonjhar Sub-Registry Office.

By: A. K. Nave, 6/10, Balasore. Son/Wife of District Manager, Villager, Date: 28th June.

By certificate:

By profession:

[Signature]

REGISTRING OFFICE KEONJHAR

[Stamp]

Execution and administration by S. K. Nair, S/O Late - Chandra Nair, Manager, Food Corporation of India, Balasore. The document is signed by S. K. Nair, 5/10, Late Chandra Nair, the Manager of the Corporation of India, Balasore.

Execution by S. K. Nair.

Chandra Nair's signature appears below on the document.
having the boundary in red colour and also paying during the said term the yearly rent of Rs. 66/- (Rupees sixty six only) representing one percent of market value besides the cost of the trees standing on the demised land. The rent shall be paid to Revenue Inspector concerned of the circle on the last last date namely the 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 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 to or placed under the control of the lessee for the aforesaid commercial purpose only and it is hereby further expressly agreed and declared as follows, that is to say;

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 CONSTRUCTION OF STORAGE COLLIEN.

2) That should the land or any part thereof be at anytime 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 notice is writing and on the expiry of the said period may through any officer or person authorised 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.

Provided that in the case of such re-entry the lessee shall be entitled to compensation for buildings or other structures etc. erected by him with the previous sanction in writing of the 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

(Contd. P.3)
No. 250 A 28. 6. 72
Non-judicial stamps: Worth Rs 614. 60
to Rupas six hundred fourteen 7 paisa
sold to District Manager, Food
Corporation of India, Balasore.

[D. M. Bhattacharyya]

(A.K. 94 SR)

Chit Ballik, Balasore Tr.

P. C. Patro.
lesser 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 parties.

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 authorised 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 land without the previous sanction in writing of the lessor.

5. That the lessor shall not in any way bequath, mortgage, transfer, assign or part with the possession of the demised land or any portion of except as authorised 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 and 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 khas

(Contd. P.4)
No. 241 3 28.6.72
Non-judicial Stamps worth Rs. 614/-
Chupas six hundred fourteen Rupees only
sold to District Manager, Food Corporation of India, Balasinor.

[Signature]

Stamp Clerk
Balasinor
(Contd., P.5)

possession of the land hereby demised and of the buildings and other structures etc. erected thereon.

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. erected by him on the land but he will have liberty to remove the materials of 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 sell the same by public auction. The lessee will in that event be entitled to the balance of the sale proceeds after deduction of arrear cost and arrear rents, if any.

Provided however that before such determination the lessor shall give to the lessee written notice of his intention to do so and 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.

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 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 addressed to lessor and that any demand or notice so sent shall be presumed to have been delivered in usual course of post.
No. 242 3 28.6.72

Non-judicial Stamps Worth Rs.
10 (Rupees Ten) and
50 paisa) in Rs. sold to District
Manager, Food Corporation of
India, BAlram S..

[Signature]

[Stamp]

[Seal]
9. That on the question of a breach or non-observance of any of the terms of 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 agreed to let and the said lessee agreed to take the demised lands specifically mentioned in the schedule below for a term of ninety-nine years commencing from the ______ day of ______ 19____ at an annual rental of Rs. 66/- (Rupees sixty-six only) provided that the yearly rent shall be liable to revision at each revision settlement and resettlement operation during the period of lease. That the lessee has paid the premium of Rs. 6,600/- (Rupees six thousand six hundred only) standing on the land to the lessor for the lease of the land.

11. That if the annual rent 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 demanded or not then and in such case, the lessee shall, in addition to the arrear pay interest at the rate of 10% per annum on such arrears and all such does shall be recoverable as arrears of land revenue.

12. And the lessee agreed 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 excepted. 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 for further period of 90 years on the same terms and conditions except as to rent which shall be liable at such renewal to enhancement by such amount as would be justified according to circumstances then prevailing.

Contd. 6
Contd from P.5.

14. In witness whereof the parties to these presents do hereunto set their respective hands and seals the day, month and the year first above written.

SCHEDULE

Land under the jurisdiction of Keonjhar Registration Office.
Area ... 4.0.60 decimal 1st Goda
Plot No. ... 1 (One) under khata No. 21.
Village ... Kamargoda.
Pragana ... Keonjhar Tahasli P.S. Keonjhar.
Dist. ... Keonjhar (Orissa).

In the presence of Witness:

1. Dhanashwar Choudhury

2. Sadharan Pratap

In the presence of Witness:

1. Manoj Kumar Nayak

2. Sirohiya

Typed by - S. K. Nayak.