FORM OF LEASE DEED

This lease made the .......... 21st day of May ... 1974, BETWEEN the Governor of Orissa (hereinafter called the Lessor) of the one part and Food Corporation of India, represented by Diet Manager, Food Corporation of India, Calcutta (hereinafter called the Lessee) which expression shall unless excluded or repugnant to the context include its successors and assigns of the other part witeneth that:

Whereas the Lessee has applied to the Lessor for a lease of land to be used for a public/ a religious/ an educational/ a commercial/ etc. purpose namely for Construction of Storage Godowns,
FORM OF LEASE DEED

This lease made the 21st day of May, 1974, between the Governor of Orissa (hereinafter called the lessee) of the one part and Ford Foundation, New Delhi, India (hereinafter called the lessee) of the other part of the possession and enjoyment of a certain land situate in the village of [Village Name], District [District Name], State of [State Name], in the State of Orissa (hereinafter called the lessee's land). The lessee agrees to pay to the lessee for the term of the lease a sum of Rs. 50,000 per annum, payable in advance on the first day of each calendar month. The lessee also agrees to use and occupy the lessee's land for educational, cultural, social, and recreational purposes in accordance with the rules and regulations as may be prescribed by the lessee from time to time. The lessee further agrees to maintain and preserve the lessee's land in a good and fit condition and to make good any damage thereto as may occur by reason of the lessee's neglect or misconduct. The lessee also agrees to indemnify the lessee against all loss, damage, and expense which the lessee may sustain or incur by reason of any breach of the lessee's obligations under this lease. The lessee's obligations under this lease shall be binding on the lessee and its successors and assigns. The lessee shall not assign the lease without the written consent of the lessee. The lessee shall not sublease the lessee's land without the written consent of the lessee. The lessee shall not use the lessee's land for any purpose other than the purpose for which it is leased without the written consent of the lessee. The lessee shall not make any alterations or additions to the lessee's land without the written consent of the lessee. The lessee shall not use the lessee's land for any purpose which is contrary to the laws and regulations of the State of Orissa or the rules and regulations of the lessee. The lessee shall not permit any livestock to be kept on the lessee's land without the written consent of the lessee. The lessee shall not permit any construction or development to be carried out on the lessee's land without the written consent of the lessee. The lessee shall not permit any person to use the lessee's land without the written consent of the lessee. The lessee shall not permit any person to use the lessee's land without the written consent of the lessee.
FORM OF LEASE DEED

This lease made the ............27th day of May 1974, BETWEEN the Governor of Orissa (hereinafter called the Lessor) of the one part AND Food Corporation of India represented by its successor and assigns of the other part witnesses that:

Whereas the Lessee has applied to the Lessor for a lease of land to be used for a public/religious/educational/commercial/ etc. purpose namely for Construction of Storage Godown.
Satabathy & Co. 1974
An adequate Inspector, F.C.I., Angul
On behalf of R.M., F.C.I., Cuttack

To Arjun Satabathy
District Manager
Food Corporation
of India, Cuttack

[Signature]
21-5-74

To Arjun Satabathy
District Manager, F.C.I.
Cuttack (who is personally
known to me)
Execution by Late K.K. Pati,
S.Dr. Angul, who is exempt from
personal appearance to the Office
Act XXII, 1939 is proved by
seal of Signature

[Signature]
21-5-74
AND whereas the Lessor has agreed to demise to the Lessee the lands described in the schedule appended hereto for the purpose aforesaid upon the terms and conditions herein-after contained. NOW THIS DECLARATORY WITNESSES and it is hereby agreed as follows:

1. In pursuance of the sanction contained in letter No. 2/496/R dated the 1st day of May, 1972, issued from the Revenue Department addressed to the Lessee and in consideration of the premium and rent herein-after reserved and of the covenants on the part of the Lessee herein-after contained, the Lessor hereby demises to the Lessee all the Government Land measuring approximately and particularly described in the schedule here-under (herein-after referred to as demised land) together with all rights, easements and appurtenances whatsoever belonging to or in any way appurtenant therein to HOLD the said demised land to the Lessee from the 1st day of February, Nineteen hundred and seventy-two for a term of nineteen years paying therefore a total premium of Rs. 18,144 = 00 (Rupees eighteen thousand four hundred and forty-four only).
Salahuddin Dali
9.5.74

Deputy Inspector, F.C.I. Amravati
on behalf of S.M. F.C.I. Amravati
the receipt of which the Lessor hereby acknowledged being
at the rate of Rs. 4,800=00 (Rupees four thousand
eight hundred only)
per acre in respect of
1.43.178 decimals acres as demised land as
shown in the schedule here-under and delineated in the
map having the boundary in red colour and also paying
during the said term the yearly rent of Rs. 181.6.4...
representing one percent of market value besides the cost
of the trees standing on the demised land. The rent 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 land have been made over to or placed under
control of the Lessee for the aforesaid public/ religious/
educational/ Commercial/ etc, purpose only and it is hereby
further expressly agreed and declared as follows, that
is to say;
Satyabrata Das
9.5.74
Quality Inspector, C.O.I. Angne
On behalf of L.t.r., C.O.I. Cuttack.
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: Construction of Storage Godown.

2. 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 the 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 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 and 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 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
Satyabrata Basu
9.5.74
Head, Quality Division, FCI, K.
on behalf of G. M., FCI, Cuttack
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 lands without the previous sanction in writing of the Lessor.

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 authorised by the Lessor in writing.

6. That 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 of 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 possession of the land hereby demised and of the buildings and other structures etc. 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 building or other structures etc. erected by him on the land but he will be at 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 such 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 the Lessee shall have the right to remedy the breach or non-observance complained of within three months from
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 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 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 agrees to let and the said Lessee agrees to take the demised lands specifically mentioned in the schedule below for a term of ninety nine years commencing from the ......... 18th day of February 1972, at an annual rental of Rs. 181.44 (Rupees one hundred eighty one and paire forty four)
provided that yearly rent shall be liable to revision at such revision settlement and settlement operation during the period of lease. The Lessee has paid the premium of Rs. 18, 144=00 (Rupees eighteen thousand one hundred and forty-four only.) standing on the land to the Lessor for the lease of the land.

11. That 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 become due whether demanded or not then and in such cases, the Lessee shall in addition to the arrear, pay interest at the rate of 10% per annum on such arrears and all such dues shall be recoverable as arrear 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 same are not in, reasonable wear and tear being excepted. It is also agreed that the Lessee will pay all the rate, 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 a 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 as would be justified according to the circumstances the prevailing.

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

**Schedule.**

- **District:** Dhenkanal, Sub-Registration Office, Angul
- **P.S.:** Angul
- **Village:** Turanga
- **Khata No.:** 1/2 (One and half)
- **Plot No.:** 3997 (Three thousand nine hundred ninety-seven)
- **Area:** 4.3 = 78.2 (Four acres and seventy-eight decimals)
- **Annual rent:** Rs. 181 - 44/-

Typed by: [Signature]

Certified that the duplicate is the true and exact reproduction of the original.

Certified that on second page in 21st line nineteen has been second through and ninety-nine has been added.
In the presence of witnesses:

1. Likana Bhagam Mohanty
   L.D.C. 21.5.74

2. Chakbindra Panda
   L.D.C. 21.5.74

In the presence of witnesses:

1. Mary Stani
   -21.5.74
   (Matthew John)
   Rent Manager (S.S.)
   Forest Officer 4 Dist, Dhinkia

2. Satyabrata Jakh
   21.5.74
   Quality Inspector, F.C.I. Angul

Typed by me.

Keshab Chandra Behara
(Signature)