Deed of Lease Deed.

This 1st day of November, 1980, between the Government of Orissa (hereinafter called the Lessor) of the one part and the Government of India (hereinafter called the Lessee) which expression shall unless excluded or modified in this context included its successors and assigns of the other part witnesseth 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 Food Storage depot.

And whereas the lessor has agreed to demise to the lease the lands described in the schedule appended hereto for the purpose aforesaid upon the terms and conditions hereinafter contained.

Now this deed witnesses and it is hereby agreed as follows:

1. In pursuance of the sanction contained in letter No. 2303 (c) dated 2/6/80, the Second day of June, Cochin, the Food Storage depot Department and addressed to the Lessee and in consideration of the premium and rent hereinafter reserved and in the covenants on the part

Collector
PHULBANI
No. 99.
Non-Judicial stamp worth of Rs. 3000/- (Rupees three thousand only) sold to S.M., P.C.E., Berhampur.
(Total stamp value is 4540/-)

[Signature]

EX-OFFICIO STAMP VENDOR,
PHULBANI TREASURY.

Admitted under Rule 12 of the
Stamps Act, 1899, as amended by the

[Signature]

Joy Mohan Chatterjee
15/5/29

Sub-Registrar,
PHULBANI.

Presented for Registration between the
period of 11th Avenue to 11th Avenue on the
day of [insert date] at the
Khordha Sub-Registrar Office,
Khordha Sub-Registrar, PHULBANI.

Phulbani 1

Sub-Registrar,
PHULBANI.

[Signature]
of the lessee hereinafter mentioned, the lessor hereby demises to the lessee, herein referred to as the lessee, the following land, namely, the land set out in the schedule hereunder (hereinafter referred to as the leased land) together with all rights, servitudes and utensils whatsoever belonging to or in any way appertaining thereto. The leased land is described as follows:

The lessor hereby acknowledges the receipt of the sum of 30,493.00 rupees, thirty thousand four hundred ninety-three rupees only, as rent for the lease of the land for the period from the date of this agreement to the 31st of December in the year nineteen hundred and twenty...

The rent shall be payable in the manner described in the schedule hereunder and also paid in cash, with the lessee marking the boundary in red colour and also paying the actual rent of Rs. 49.00 rupees, forty-nine rupees only, in addition to a surcharge of one cent of market value besides the cost of any improvements from time to time on the demised land. The rent shall be paid on the 1st day of each month at the office of [place]. Each year. The lessor reserves no right to the minor wealth including the minor share in the land or the area covered by lease and the lease will have the surface rights only over the land.

Collector
Phulbani
It is hereby agreed and declared that said lands have been made over to or placed under the 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:

(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: Public & Commercial purposes.

(2) That should the land or any part thereof be at anytime required by 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 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 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 lessee 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

Collector
PHULBANI
No. 101

Non-Mortgage amount of Rs 500/- (Rupees five hundred) only paid to Mr. J. C. Prathap.

(Total stamp value Rs 4540/-)

[Signature]

District Manager,

[d] Corporation of India

[Location]

EX-OFFICIO STAMP VENDOR,

PHULBANI TRENCHUR.

[Stamp]

Execution by Intimation, B.A.S.
Collecting Surgeon, Phulbani, for a not
in blank of manner of costs,
who is exempted from personal
appearance in the office, U.S.
and is permitted to pay by his

[Signature]

Sub-Registrar,

Khndma, Phulbani.
Commission to the said lessee or her successor in interest.

3. That the lessee shall mark and keep marked the boundaries of the said land and fix them out when so required by the lessor or any other officer authorized 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, or convey, transfer, assign, or alienate with the possession of the said lands or any part thereof except as authorized by the lessor in writing.

6. The lessee shall pay all municipal and other local rates or taxes which may be assessed upon the devise or premises under the said land in force whether the same is payable by the lessee or owner.

7. That in default or non-observance of any of the aforesaid conditions and or clauses of this indenture, the lessee may declare that the lessee has been determined and that on the expiry of one month from the date of such order, the lessee or any officer may or shall appoint by him in that behalf and be entitled to enter and take into possession of the land hereby described and of the buildings and other structures etc., erected thereon.

As stated that in case the land is so resumed the lessee shall not be entitled to any compensation whatsoever

Collector
PHULBANI
No 1/23

Non-Judicial stamp worth of Rs 10/- (Rupees ten only)
sold to D.K., F.C.I., Sanchapur.

(Total stamp value is 4540/-)

District Magistrate,

Employees Corporation of India

Sanchapur (Gantem)

Ex-Officio Stamp Vendor

PHULBANI TREASURY.
for 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 of such buildings or structures etc. within a month from the date of determination of the lease (or 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 the lessee shall have the right to remedy the breach or 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.

6. 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 lessee 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 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.
No 103

Non-judicial stamp worth of Rs 10/- (Rupees ten only)
sold to D.H., F.C.I., Barhampur.

Total stamp value is 4500/-

District Manager,

Phulbani Treasury,

25/9/87

EX-OFFICIO STAMP VENDOR

Phulbani Treasury.
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 28th day of June 1928 at an annual rental of Rs. 405.00 (Rupees Four hundred five 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. 30,375.00 (Rupees thirty thousand three hundred seventy-five 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 cent 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 a 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.
No. 164

Non-Judicial stamp worth of Rs 10/- (Rupees ten) only sold to D.N., F.C.I., Berhampur.

(Total stamp value 2 4540/-)

[Signature]

District Manager,

[Stamp]

EX-OFFicio STAMP VENDOR,

[Stamp]

PHULBHARI TREASURY.
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 amount as would be justified according to circumstances then prevailing.

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

SCHEDULE

In the presence of witnesses:

1. X. Jungadhar Sahad
   S/O. Vudmayadhar, Tahaliyri, Lincolnhay, Patia.

2. X. Bepnas Kaman, 1/4 day
   R怎, Kalam Chand, Bholi, Tahaliyri, Patia.

In the presence of witnesses:

1. X. Murla Ratha
   S/O. Lokanath Ratha, Bholi, Bhubaneswar, P.B.

2. X. K. Champra
   Bholi, P.B.

LAND SCHEDULE

Mouza - Rantisah, x B.B. Phulbasi
Kh. No. 40

Ht. No. 1
Area 8.50/428
8.50/428
3.50/429
10.51/429

Total 14.01/429

Collector

Signature of the lessor Collector of

Representing the State of Orissa

Signature of the lessee, for and on behalf of

Food Corporation of India

Bhubaneswar (Goldener)
Non-Judicial stamp worth of ₹ 10/- (Rupees ten) on
sold to D.H., F.C.I., Pathapur.
(Total stamp value ₹ 4540/-)

Ex-Officio Stamp Vendor,
PHULBANI TREASURY.