

LEASE -CUM -SALE DEED

THIS DEED OF LEASE CUM-SALE executed at Bhubaneswar this _____ day of _____ Two thousand and
BETWEEN THE BHUBANESWAR DEVELOPMENT AUTHORITY a body corporate constituted under the provisions of Odisha Development Authorities Act, 1982 represented by its Secretary (hereinafter called the First Party which term shall wherever the context so permits mean and include its successors in interest and assigns) of the one part.

AND Shri/Smt. _____

Aged _____ son of /wife of _____

Village _____ Post _____

P.S. _____ Dist _____ State _____

At Present _____

By profession _____ (hereinafter called the Second Party which term shall wherever the context so permits mean and include his/her heirs, successors and permitted assigns) of the other part.

WHEREAS. the Governor of Odisha by a deed of lease executed in favour of First Party has demised to the First Party for purpose of framing the _____ Housing Accommodation Scheme for selling or leasing out those plots with houses for residential purpose, the lands more fully described in the Schedule 'A' hereto with all easements & appurtenances, if any for a period of 90 years and thus the First Party is the lessee in respect of the Scheduled site and the Second

(2)

Party hereby acknowledges that he/she has pursued the said lease deed and has understood the contents thereof.

AND WHEREAS THE FIRSTPARTY has framed the said

_____ Housing Accommodation Scheme.

AND WHEREAS the First Party has been duly authorized by the Governor of Odisha to transfer or lease out or sell the plots of land with houses built thereon as provided in the said Scheme.

AND WHEREAS in pursuance of said Housing Scheme the First Party at his own expense has developed and improved a plot of land and has constructed a building thereon in all that piece and parcel of land more particularly described in the Schedule 'B' hereunder and is hereinafter referred to as 'the property.'

AND WHEREAS in pursuance of the said Housing Accommodation Scheme, the Second Party has applied to the First Party for purchasing the lease hold interest in the scheduled plot with house on the terms and conditions here in after setforth.

AND WHEREAS the First Party has agreed to sell the plot with house in the said scheme in favour of the Second Party, it is hereby agreed to between the parties here to as follows:

1. That the First Party hereby conveys the ownership of the property to Second Party and /snail deliver possession immediately after execution of this agreement and not later than a week/ the Second Party has already been delivered the possession of the property in pursuance the lease-cum-sale agreement dated _____
2. That since the Second Party has already paid the entire sale price of the property amounting to Rs. _____ (Rupee _____)

_____) to the First Party the Second Party is the absolute owner of the plot and becomes a lessee under the Governor of Odisha for the unexpired period of the lease for 90 years granted by Governor of Odisha to the First Party and the First Party shall not obstruct the possession or peaceful enjoyment of the property by the Second Party in any manner.

3. That the Second Party shall not, without prior written permission of the First Party use the property for any purpose other than residential.
4. That the Second Party shall not assign transfer on sale, gift or mortgage or sublet or part with the possession of the whole or any part of the property without the prior written permission of the First Party and all such unauthorized transfer, assignment shall be void and the First Party shall have right to re-enter forthwith.
5. That the Second Party shall pay the yearly rents amounting to Rs..... in favour of Governor of Odisha to be paid half yearly, on 28th of April and 8th of November every year subject to any revision of rent, in the office of the Tahasildar, Bhubaneswar or any other place or places as may be appointed by the Governor in that behalf, the first of such payment of rent shall be payable on _____
6. That the Second Party shall pay all rates, taxes, cesses and other outgoings payable in respect of the property to the State and or Central Government, Bhubaneswar Municipal Corporation and other public authority.
7. That the Second Party shall leave in front of the building required vacant space from the boundary of the building according to the approved plan and there shall be no basement.
8. The Second Party shall not make any additions or alternations to the existing structure without obtaining the prior written permission of the First Party as well as without complying the statutory provisions of the Odisha Development Authority Act.

9. The Second Party shall not do any act or cause any act to be done on the said property which is likely to be or become a nuisance or disparagement annoyance or inconvenience to the First Party or to other persons in the neighbourhood.
10. That all mines, mineral products, buried treasure, coal, petroleum, oil and quarries whatso-ever under or within the premises shall be the property of the Governor of Odisha.
11. That if the Second Party commits breach of any of the terms, conditions and covenants contained in this indenture the First Party may determine the lease upon service of a notice to that effect and upon such determination, the Second Party shall be bound and liable to vacate and deliver to the First Party the vacant possession of 'the property' free from obstruction.

In case the Second Party does not vacate the property upon determination of lease free from all encumbrances he/she shall be evicted under the provisions of the Odisha public premises (Eviction of unauthorized occupants) Act 1972 or such other law as may be in force.

12. That the Second Party shall abide by all conditions as per the provisions of the Odisha Apartment Ownership Act - 1982 (Odisha Act-I of 1984)
13. The Second Party shall (other-wise) abide by all rules, regulations and by laws and other orders/directions that may be issued by the Bhubaneswar Development Authority in pursuance of the provisions contained in the Odisha Development Authorities Act, 1982 and (also in) the Odisha Apartment Ownership Act-1982 (Odisha Act-1 of 1984) and rules made there under.

(5)

14. That in all matters of doubt concerning interpretation of any of the provisions of this indenture, the decision of the Vice Chairman; Bhubaneswar Development Authority shall be final and binding on the Second Party.

That the First Party shall not be responsible for any damage to the property by natural calamities like flood, earthquake, cyclone or any other act of explosion fire, riots etc.

IN WITNESS whereof the parties above named have hereto respectively their names on the dates mentioned below their signatures.

Signature of the Second Party

Signature of the First Party

Date: _____

Date _____

In the presence of witness

In the presence of witness

1.

1.

2.

2.

(6)

SCHEDULE "A" ABOVE REFERRED TO

An area of _____ under plot No _____

Area _____ Khata No _____ Village _____

P. S. _____ Dist _____ as shown in the plan

bearing Drawing No _____ Prepared by the Bhubaneswar

Development Authority, Bhubaneswar for the development of. _____

Housing Scheme under the jurisdiction of District Registrar Bhubaneswar, District-

Khurda Annual Rent of the land Rs _____ bounded by:-

North:

South :

East:

West:

Signature of the Second Party

Signature of the First Party

SCHEDULE "B" ABOVE REFERRED TO

An that piece of land situated in the sanctioned plan of _____

, _____ Housing Accommodation Scheme, Plot/House No.

_____ and measuring _____

North:

South :

East:

West :

Signature of the Second Party

Signature of the First Party