

By Post/ e-Mail

**GOVERNMENT OF ODISHA
REVENUE AND DISASTER MANAGEMENT DEPARTMENT**

No. GE (GL)-S-27/2013- 26678 / R&D.M. Dated 9.07.13

From

Sri S. Sukla,
Joint Secretary to Government

To

All Collectors

Sub: Issue of revised Deeds of Agreement executed between the State Government and IDCO for transfer of Government land and acquired private land in favour of the Corporation

Madam/ Sir,

I am directed to say that the erstwhile Revenue Department vide letter No. 49639/R dated 9.9.1981 had prescribed two standard Deeds of Agreement for execution between the State Government and IDCO for transfer of Government land and transfer of acquired private land.

Recently, a proposal had been received from IDCO to insert certain new provisions in the two Deeds of Agreement.

Keeping in view the request of IDCO, two revised Deeds of Agreement have been finalized by this Department in consultation with Law Department and duly approved by Government, which are enclosed. These standard Deeds of Agreement may be adopted for transfer of Government land or transfer of acquired private land, as the case may be, in favour of IDCO from the date of issue of this letter.

Further, in the cases where IDCO has already taken over land by executing the Deed of Agreement prescribed vide letter dated 9.9.1981 cited

above and allotted it to a subsequent allottee and is now willing to accord permission in favour of the said allottee for creation of mortgage, the Corporation may be allowed to execute a supplementary Deed with the Government by incorporating the new clause 4(viii) of Deed of Agreement in respect of transfer of Government land or clause 5(d) of Agreement in respect of transfer of acquired private land, as the case may be.

Yours faithfully,

Handwritten signature and date 9/7/13

Joint Secretary to Government

Memo No. *26679* /RDM dated *9.07.13*

Copy with copy of the Deeds of Agreement forwarded to Secretary, Board of Revenue, Odisha, Cuttack/ all RDCs for information and necessary action.

Handwritten signature and date 9/7/13

Joint Secretary to Government

Memo No. *26680* /RDM dated *9.07.13*

Copy with copy of the Deeds of Agreement forwarded to Industries Department/ CMD, IDCO, Bhubaneswar for information and necessary action.

Handwritten signature and date 9/7/13

Joint Secretary to Government

DEED OF AGREEMENT UNDER SECTION 32 OF THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION ACT, 1980

THIS DEED made on this dayof Two thousand..... BETWEEN THE GOVERNOR of Odisha (hereinafter referred to as "the State Government" which expression shall, unless excluded or repugnant to the context include, its successors, assignees and representatives) of the ONE PART.

AND

THE Odisha Industrial Infrastructure Development Corporation established .under the Odisha Industrial Infrastructure Development Corporation Act, 1980 (Odisha Act 1 of 1981) and having its office at IDCO Towers, Janpath, Sahidnagar, Bhubaneswar-7 (hereinafter called "the Corporation" which expression shall, unless excluded or repugnant to the context, include its successors, assignees and representatives) of the OTHER PART.

WITNESSETH as follows:-

1. The Corporation has been established as a statutory Corporation having as one of its principal objects, rapid industrialization of the State of Odisha and the State Government have decided to place the Government land at the disposal of the Corporation for setting up industries, industrial areas and industrial estates and for development of all types of industries providing facilities connected with industrialization of the State.

2. (i) In pursuance of the sanction contained in the Collector's letter No..... dated theday of20.... addressed to the Corporation and in consideration of the premium and rent hereinafter reserved and of the covenants on the part of the Corporation hereinafter contained, the State Government hereby demises to the Corporation all the Government land

measuring Ac..... approximately and more particularly described in the Schedule hereunder written (hereinafter referred to as "the demised land")

(ii) TO HOLD the said demised land to the Corporation from the for the terms of NINETYNINE YEARS PAYING therefor a total premium of Rs(Rupees) only being at the rate of Rs.....per acre in respect ofacres of land to be used for industrial purposes as shown in the Schedule of property and delineated in the map having the boundary in red but excluding the area specified as such in the Schedule.

(iii) The payment of premium shall be made and monitored by Industries Department by the end of a financial year in accordance with the procedure prescribed by the Government.

(iv) The rent shall be payable at the rate of 1 (One) percent of the area rate. Besides the above rent, cost of trees standing on the demised land as assessed by the competent authority shall also be payable. The rent shall be paid in advance on the 2nd day of January each year to the Collector ofDistrict.

(v) The State Government reserves the right to the mineral wealth including minor minerals, on, in or under the area covered by the deed and the Corporation shall have the surface right over the land.

(vi) The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land are reserved and are in no way affected by the deed:

PROVIDED THAT the Corporation paying the rent hereby reserved and performing all the covenants herein contained, shall hold and enjoy the demised premises during the said term without any unlawful interruption by the lessor or by any person whatsoever, provided that the rent hereby reserved shall be subject to revision at each settlement to coincide with the settlement of rent on

agricultural lands in the area or at such other interval as may be ordered by Government.

3. The Corporation hereby covenants with the State Government as follows namely:--

(i) That, the Corporation shall, during the term hereby granted, pay to the State Government the yearly rent hereby reserved on the days and in the manner hereinbefore specified.

(ii) That, the Corporation shall keep marked the boundaries of the demised premises and point them out when so required by the Collector or any other officer authorised by him in this behalf.

(iii) That, subject to the rights of the Corporation under clause 4 (ii) hereunder the Corporation shall, at the expiration of the term hereby granted, quietly yield up the demised land on to the State Government in the same condition as it is now in.

4. The State Government covenants with the Corporation as follows namely: --

(i) That, the Corporation paying to the State Government the rent hereby reserved and performing all the covenants and conditions herein on its part contained may peaceably hold and enjoy the demised land during the said term without any let, hindrance or interruption by the State Government or any other person claiming under or in trust for the State Government.

(ii) That, at the expiry of the term of ninety-nine years hereby reserved the State Government shall, upon request by the Corporation, consider a renewal of the term for the like period and upon the same terms and conditions other than relating to rent which may be liable to change as may, at the time of such renewal, be mutually agreed upon between the State Government and the Corporation.

(iii) That, the Corporation shall be competent to develop the demised land and provide therein infrastructure for small, medium and large industries:

Provided that the infrastructure shall mean to include sheds, provisions of water, power, communications, sewerage, affluent discharges etc.

(iv) That, the Corporation shall be competent for laying out the demised land into various plots besides setting apart land for the laying of roads, drains and for other common betterment schemes for the future occupants of the plots so laid out.

(v) That, the Corporation shall be competent to allot, issue licence and lease the demised land in accordance with the regulations made under the Odisha Industrial Infrastructure Development Corporation Act, 1980.

(vi) That, the Corporation shall be competent to surrender to the State Government such part of the demised land either in whole or in part, as may be agreed upon between them.

(vii) That, the Corporation shall be competent to mortgage the demised land in full or in part for securing loans for developing the demised land for providing therein infrastructure for small, medium and large industries.

(viii) That, the Corporation shall be competent to accord permission to the allottee or lessee to create mortgage in accordance with the principles laid down by the State Government by a general or a special order for such purpose, as and when required by the said allottee or lessee from time to time in respect of the demised/ allotted property i.e. land, shed etc. for securing loan for implementation of the project:

PROVIDED HOWEVER that at any point of time, the permission so issued by the Corporation shall be confined for creation of a specific mortgage by the allottee or lessee with any individual financier or consortium of financiers for

the said patch of demised land and there can be no multiple mortgages with a single permission issued by the Corporation.

5. It is hereby mutually agreed by and between the parties hereto as follows:--

(i) That, if the said 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 or if the Corporation shall go into liquidation except for the purpose of reconstruction or amalgamation), then and in any such case it shall be lawful for the State Government to re-enter into and upon the demised land or any part thereof in the name of the whole and to hold the same henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the State Government in respect of any antecedent breach of any of the covenants by the Corporation hereinbefore contained.

(ii) That, upon the breach or non-observance of any of the conditions of the deed herein granted, the State Government may declare that the agreement has been determined and Collector or any officer or person appointed on that behalf by the State Government shall be entitled to re-enter and take possession of the demised land and of the buildings and other structures erected thereon and the materials thereof, as well as the stores and stocks:

PROVIDED THAT before such re-entry the State Government shall give to the Corporation written notice of its intention so to do and the Corporation 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 State Government shall not be entitled to re-enter and take possession:

PROVIDED FURTHER that in case the demised lands are so resumed the Corporation shall not be entitled to any compensation whatsoever

for the demised land or the building and other structures erected thereon and the materials thereof as well as the stores and stocks, but shall be at liberty to enter upon the demised land and to remove all such buildings and structures and the materials thereof as well as the stores and stocks within nine months from the date of the termination of the agreement failing which the Corporation shall cease to have any right to such buildings and structures and the materials thereof, as well as the stores and stocks.

(iii) That, any demand for payment or notices required to be made or given to the Corporation shall be deemed to be sufficiently made or given if sent by the State Government through the post by registered letter to the Corporation at the Registered Office of the Corporation and that any notice required to be given to the State Government shall be deemed to be sufficiently given if sent by the Corporation through post by registered letter addressed to the State Government, Collector and that any demand or notice so sent shall be presumed to have been delivered in the usual course of the post.

(iv) That, should the demised land or any part thereof be at any time required by the State Government for any purpose declared by the State Government to be a public purpose, the State Government shall be entitled to resume the same on giving 6 (six) months notice in writing and on the expiry of the said period may, through any officer or person authorized by the State Government in that behalf, re-enter and take possession of the said demised land or part thereof and all buildings and structures thereon:

PROVIDED that unless surrendered by the Corporation, except for the breach of the covenants contained herein or except when the State Government requires it for a public purpose under no other circumstances whatsoever the State Government shall be entitled to resume possession of the demised land which has been developed by the Corporation and such other demised land on which infrastructure has been provided:

PROVIDED FURTHER that in case of such re-entry, the Corporation shall be entitled to compensation for building/s or other structure/s erected by it on the demised land and the amount of such compensation shall be fixed by the Collector and shall not exceed the amount (if any) paid to the State Government for this land plus the present market value of the buildings and other structures erected thereon:

PROVIDED ALSO THAT in case of any dispute as to the amount of compensation fixed by the Collector, the Corporation shall be entitled to appeal to the Commissioner of the Division whose decision shall be final, conclusive and binding on the parties.

THE SCHEDULE OF PROPERTY ABOVE REFERRED TO

Sl. No.	Name of the Village, P.S., P.S. No., Tahasil & District.	Khata No.	Plot No.	Area (in Ac.)	Kissam
1	2	3	4	5	6

IN WITNESS WHEREOF, THE parties hereto have put their hands and seals the day and year first above written.

In the presence of witnesses:

(1) Name—

Address--

(2) Name—

Address--

Signature of the Officer acting in the premises

for and on behalf of the Governor of Odisha

In the presence of witnesses:

(1) Name—

Address--

(2) Name—

Address--

Signature of the Person/ Persons acting in the
premises for and on behalf of the Corporation.

AGREEMENT

THIS AGREEMENT is made this day of Two thousand.....
BETWEEN THE GOVERNOR OF THE STATE OF ODISHA (hereinafter called
“the State Government” which expression, where not repugnant to the context,
shall include his successor in office and assigns) of the ONE PART.

AND

the Odisha Industrial Infrastructure Development Corporation established
under the Odisha Industrial Infrastructure Development Corporation Act, 1980
(Odisha Act 1 of 1981) having its registered office at IDCO Towers, Janpath,
Bhubaneswar-7 (hereinafter called “the Corporation” which expression, where
not repugnant to the context, shall include its successors and assigns) of the
OTHER PART.

WHEREAS, the Corporation intended to acquire Ac..... of private land
for establishment of industries in village- of Tahasil of
..... District and have applied to the State Government for
acquisition under the provisions of the Land Acquisition Act, 1894 (hereinafter
referred to as “the said Act”) of the land described in the Schedule hereunder
written and delineated on the map hereunto annexed whereon the Corporation
intend to establish industries.

AND WHEREAS, the State Government being satisfied that the said
acquisition is necessary for the construction of the said works and that such
works are likely to prove useful to the public, agreed to acquire the said land for
public purpose under the provisions of Part II of the said Act

AND WHEREAS, the State Government proceeded to acquire the said
premises and a declaration No dated..... in respect of
land measuring Ac..... in village of , under section 6 of
the said Act, that the land was needed for the said purpose, was duly published
in the “Odisha Gazette” No..... dated.....

AND WHEREAS, the Collector, having duly held enquiry made an award of compensation under section 11 of the said Act, and duly took possession under Section 16 or 17(1) of the said Act, as the case may be, of the premises which thereupon vested absolutely in the Government of Odisha free from all encumbrances;

AND WHEREAS, the Corporation has substantially contributed towards compensation awarded under section 11 of the said Act and deposited with the Collector,on..... the sum of Rupees (Rupees.....) only and the Corporation admits its liability to pay any further sum or sums demanded under the provisions of the said Act;

AND WHEREAS, the said premises are by virtue of the provisions of the said Act vested in the State Government and the Corporation has requested the State Government to execute these agreements for transferring the said premises to the Corporation for utilization for the public purposes.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. (a) That, the State Government doth hereby grant, transfer, convey and assign unto the Corporation the surface rights over that piece or parcel of land more particularly delineated in the plan hereunto annexed and described in the Schedule hereunder written with its appurtenances (hereinafter referred as "the said premises")

(b) TO HOLD unto the Corporation absolutely but subject to the conditions hereinafter contained and subject to payment of such fair and equitable rent as may be fixed by the Collector concerned and the said land shall only be used by the Corporation for the works and purposes set forth in the preamble hereof.

(c) The State Government reserves the rights to the mineral wealth lying under the said premises:

PROVIDED THAT, the rent payable by the Corporation shall be liable to be enhanced at the end of every fifteen (15) years or in the general revision settlement whichever is earlier, up to such limit as the Collector may think fair and

equitable in the circumstances of the case. The rent revised in the settlement is not subject to revision by the Collector.

2. That, the Corporation shall not, except with the previous sanction of the State Government, use the land for any purpose other than that for which it is acquired and the disposal of all such land shall be in accordance with the provision contained in section 33 of the Odisha Industrial Infrastructure Development Corporation Act, 1980.

3. (a) That, in the event of any area containing homestead or agricultural or other lands being completely encircled on all sides due to any such acquisition made on behalf of the Corporation, the Corporation shall, at its own cost, provide one or more approach roads as may be necessary, for the ingress and egress of the owners of such lands to the satisfaction of the Collector.

(b) That, should any public road or any tank used for drinking purposes by the public be anywhere acquired for the Corporation, the Corporation shall provide at its own cost, to the satisfaction of the Collector, an alternative road or an alternative source or sources of the adequate supply of drinking water, as the case may be.

4. (a) That, if at any time or times any part or parts of the said land shall be necessary to be possessed by the State Government for the purposes of general administration or for purposes connected with public health, safety or necessity (on which matter the State Government shall be the sole judge), the Corporation shall, on being thereunto required by the State Government, transfer to the State Government such part or parts of the said land as the State Government shall specify to be necessary for the purposes aforesaid and in consideration of such transfer the State Government shall pay to the Corporation a sum equal to the amount of compensation awarded under the provisions of the said Act and paid by the Corporation in respect of the land together with compensation for the buildings erected on such part or parts at a valuation to be determined by the Collector.

(b) An appeal from the decision of the said Collector shall lie to the Divisional Commissioner concerned and decision of the said Collector or where

an appeal has been preferred against such decision, the decision of the said Commissioner determining such valuation as aforesaid shall be final, conclusive and binding on the Corporation.

5. (a) That, if the Corporation utilizes only a portion of the land for the purpose for which it was acquired and the State Government is satisfied that the Corporation can continue to utilize the portion of the land used by it even if the unutilized part thereof is resumed, the State Government may, with prior consultation with the Corporation, make an order declaring the transfer of the land with respect to the unutilized portion thereof as null and void whereupon such unutilized portion shall revert to the State Government and the State Government direct that an amount not exceeding one fourth of such portion of the amount paid by the Corporation as cost of the acquisition as is relatable to the unutilized portion shall be forfeited to the State Government as damages and that balance of that portion shall be refundable to the Corporation and the order so made shall subject to the provisions of sub-clause (b) below be final and binding.

(b) That, where there is any dispute with regard to the amount relatable to the unutilized portion of the land, such dispute shall be referred to the court within whose jurisdiction the land or any part thereof is situated and the decision of that Court thereon shall be final.

(c) That, the Corporation shall be competent to allot, issue licence and lease the demised land in accordance with the provisions of the regulations made under the Odisha Industrial Infrastructure Development Corporation Act, 1980.

(d) That, the Corporation shall be competent to accord permission to the allottee or lessee to create mortgage in accordance with the principles laid down by the State Government by a general or special order for such purpose, as and when required by the said allottee or lessee from time to time in respect of the demised/ allotted property i.e. land, shed etc. for securing loan for implementation of the project:

PROVIDED HOWEVER that at any point of time, the permission so issued by the Corporation shall be confined for creation of a specific mortgage by

the allottee or lessee with any individual financier/ consortium of financiers for the said patch of demised land and there can be no multiple mortgages with a single permission issued by the Corporation.

6. That, the public shall have such right of access to and use of the land and premises of the Corporation as may be necessary for the transaction of their business with the Corporation.

7. That, in the case of breach by the Corporation of any of the terms and conditions of this agreement, the State Government may make an order declaring the transfer of the land to the Corporation as null and void whereupon the land shall revert to the State Government and an amount not exceeding one- fourth of the amount paid by the Corporation to the State Government as the cost of the acquisition shall be forfeited to the State Government as damages and the balance shall be refunded to the Corporation and the order so made shall be final and binding.

8. That, in the case of a breach by the Corporation of any of the terms and conditions of this agreement the State Government shall not make an order under clause 5 or clause 7 hereof unless the Corporation has been given an opportunity of being heard in the matter.

9. That, in the event of an order under clause 8, the Corporation shall be entitled to remove within six months from the date of such order all buildings and structures erected on the said land.

10. That, if any dispute or difference arises touching or concerning the subject matter of this Agreement or any covenant or clause or thing herein contained other than the dispute or difference as to the valuation of the building/s determined or to be determined under the provisions of clause 4 hereof the same shall be referred to the Chief Secretary to the Government of Odisha whose decision shall be final, conclusive and binding on the parties hereto.

SCHEDULE OF LAND UNDER THE AGREEMENT

Name of the Village		:	
Name of the Tahasil		:	
Name of the District		:	
Khata No.	Plot No.	Area in Ac.	Kissam
	Total	Ac.	

IN WITNESS WHEREOF THE parties hereto have put their hands and seals
the day and year first above written.

In the presence of:

(1) Name—

Address--

(2) Name—

Address--

Signature of the Officer acting in the
premises for and on behalf of the
Governor of Odisha

In the presence of:

(1) Name—

Address--

(2) Name—

Address--

Signature of the Person/ Persons
acting in the premises for and on
behalf of the Corporation