

ANNEXURE

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AGREEMENT FOR LEASE OF GOVERNMENT FISH FARMS/
FISH SEED CENTRES.

THIS AGREEMENT is made on this
(Ninety hundred thirty eight) day of
..... 1998 at

BETWEEN

The Government of Orissa(herein
after called the "Lessor") of the one part

AND

..... Corporation/FFDA/FFCS
represented by the Managing Director/..... represented
by the President/Secretary Cooperative Society,
aged about years, son of of
village P.S. P.O.
In the district of (herein after called the
"Lessee") of the other part,

WHERE AS the Lessor is empowered to
lease out the fish farm/fish seed Centre including its embankments,
lands, trees, buildings, structures of fish farms
located at P.S. in the district
of as described in the Schedule of property
annexed to this agreement; AND WHERE AS the Lessee has offered the
lease value of Rs. (Rupees only
per annum for a period of five years;begining from to
..... for enjoyment of rights to manage the fish/farm/
fish seed centre with required remodeling/renovation/construction
of new ponds/tanks/construction of fish landing platform/repair
of existing buildings/structures and to utilise the total water
area for pisciculture and fish seed production;

AND WHERE AS the period of agreement may be
extended for another five years only on satisfactory completion
of the period of agreement, on the same terms and conditions on
negotiation by both the parties and the lease value will be de-
termined for the extended period of agreement.

NOW THEREFORE it is hereto hereby agreed
between the parties of the aforesaid two parts for lease of the
aforesaid fish farm/fish seed centre on the following terms and
conditions:

The lease shall be initially for a period of 5 (five) years and it may be extended for another 5 (five) years in case successful completion of the contract.

2. The Lessee shall be bound to take up intensive fish culture/fry production within a period of six months from the date of execution of the agreement failing which the Lessor shall be at liberty to cancel the lease.
3. The Lessee shall have no title over the land than fishing right only.
4. The Lessee can utilise the building/structure like watchman shed, store room, office room etc. constructed on the farms.
5. Advance annual lease amount should be paid by the lessee before 30th June every year.
6. The annual lease amount of the fish farm is fixed at Rs.....
7. In case the Lessee fails to pay the lease value in time, he shall bring it to the notice of the Lessor within a period of one week of expiry of the date stating the reason thereof. The Lessor may extend a period of three months once in the lease period. If the Lessee fails to pay the lease value even during the extended period or if the Lessor feels that the reason for delay in payment of lease value, stated by the Lessee is not satisfactory the former shall have the right to cancel the lease and forfeit the lease value.
8. The Lessee shall not sub-lease the farm or any piece of land, building, structure or tree thereon as mentioned in the Schedule of Property or the right of pisciculture of the water area mentioned under The Schedule of Property.
9. The Lessee shall protect the water area/total area and its embankments, structures and newly created structures/buildings etc. from destruction or encroachment and shall be bound to repair the structures, embankments etc. as and when necessary at his own cost. The Lessee shall not disrupt, cut, in any way to the existing trees, bodes from the farm area. Where the Lessee feels that existence of any tree causes harm to the water area, and hence that should be cut down, he may do this only after obtaining prior permission from the Lessor.
10. The Lessee shall pay electricity, water dues, land tax/holding



tax/or any other taxes payable for the assets and look after maintenance of the assets concerning to the fish farm.

- 11. The Lessee shall maintain records for development of the water area and pisciculture separately and produce the same for verification from time to time by the Lessor or his authorised agents.
- 12. In case of breach of any of the terms and conditions under this agreement, the Lessor shall have right to cancel the agreement with 30 days prior notice to the Lessee and take legal steps for recovery of the Government dues and shall enter the property mentioned in the Schedule.
- 13. All costs and expenses incidental to the execution and registration of this agreement shall be borne by the Lessee.
- 14. In case of any dispute arising among the Lessor and Lessee in respect of the interpretation, conduct or performance of any terms or conditions of this agreement and with regard to claim, it shall be referred to the Arbitration Tribunal constituted under Section 41-A of the Arbitration (Orissa Amendment) which decision shall be final.

IN WITNESS WHEREOF THE PARTIES HERETO

after going through this lease agreement and agreeing to the contents thereof have signed this agreement on the dates specified under their respective signature.

Schedule of property:

- 1. Description of the Fish Farm/Fish Seed Centres :-
 - i. Name of the Fish Farm/Fish Seed Centres:-
 - ii. Name and address of the village where located.
 - iii. Ownership of the Farm/Fish Seed Centres:-
 - iv. Present custodian of the Fish Farm/Fish Seed Centres:-
- 2. Land Particulars of the Fish Farm/Fish Seed Centres:-
 - 1) Name of District:
 - ii) P.S and its No.



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- iii) Khata No.
- iv) Plot No.
- v) Total area (in acre)
- vi) Present water area (in acre)
- vii) No. of tanks
- viii) Buildings and its description.
- ix) Structures and its description.
- x) Trees and its No. and Type.

WITNESSES:

1.
Address:

2.
Address:

Signature of the Officer acting
in the premises for and on behalf
of the Government of Orissa.

WITNESSES:

1.
Address:

2.
Address:

Signature of the Lessee.

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