**DEED OF LEASE**

This Deed of Lease is made on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Governor of Nagaland represented by the Deputy Commissioner, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Herein after called “the Leasor”) and Government of India represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ (Head/Proprietor of private Agencies) (Herein after called “Lessee”) on the terms and conditions here in below set forth:-

1. That in consideration of sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only paid as premium by the lease to the lessor (the receipt whereof the lessor hereby acknowledges) and in consideration of the payment of rent as may be acknowledge) and in consideration of the payment of rent as may be prescribed from time to time, the lessor hereby conveys by way of lease the plot of land measuring about acres of land situated near/in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ village more fully described in the schedule herewith and for greater clearance delineated on the plan annexed here to and thereon shown with its boundaries coloured together with all easement and all right appurtenant there to hold the premium on lease from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for a term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years.
2. The lessee or his successors shall be entitked to occupy the said piece of land, and possession where of has been delivered to him. He shall entitled to its use in such manner as he thinks fits and may erect structure or build theron and may demolish or re-erect the same and with liberty and power for the lessee to dig or make pits, water ways or air ways to bring on the land and install all kinds of necessary machinery, construct residential, quarters, workshop, make roads and passage and liberty to use the demised land in such ways as may be necessary to carry out the purpose of the lease.
3. The lessee shall be bound to pay a sum of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only per acre per year for the entire plot as annual lease fee which shall be payable on or before 31st January of each year and in default thereof the lessee or his successor-in-interest thereto as the case may be, shall be liable to pay any arears of said fee so due to the lessor as if the same were debt due personally by the lessor as the case may be, to the lessor or his successor-in-interest or assignees.
4. ‘The lesser hereby covenants that he will at the request and cost of lessee at the end of the term of years hereby granted and so on from time thereafter at the end of the end of each successive further terms of years as shall be granted, execute to the lessee a new lease of the demised years on the same terms and conditions and provisio herein contained provided that number of years mentioned in any such renewed deed shall not exceed the original term of years and so and provided also that the lessor shall not be bound to grant any such renewal except at such annual rent as may be then prescribed by Govt.of Nagaland.
5. The parties here to agree with each other as follows:-
6. That the tenancy hereby created shall be determinable at the option of the lessee giving the other party six calendar months notice in writing.
7. That the lessee shall have no right to sublet or transfer whole or any part of the demised premises to any other private agencies or departments/agencies of the Govt.of India or to any body or concerned in which Govt.of India is interested, except with prior permission of the State Government of Nagaland.
8. It is hereby agreed that the stamp duty if any, shall be payable by lessee.
9. The lessee herby covenants that the lessee shall enjoy quiet possession of the premises leases without disturbance by leasor or its successor-in-interest or any other person whosoever claiming title under him, or otherwise.
10. In case of forfeiture of the said lease in accordance with the terms therof the lessor shall be entitled to recover possession or evict the lessee or assignee or any persons claiming through the lessee and in the event shall not be liable to pay any compensation for the improvements made or effected on the land demised, except for building or structure that may be taken possession of by the lessor who shall on payment of such compensation for building or structure be demand to become.
11. In case of any dispute arising out of or concerning the terms and conditions of this lease the same shall be refereed to the Govternment of Nagaland in the Land Revenue Department, whose decision thereon shall be final.
12. The term “Lessor” and “Lessee” herein shall be deemed to include their respective representatives, successor-in-interest and assigns.

IN WITNESS WHEREOF THE parties through their duty authorized respective representatives have executed this deed on the date and year first above written.

Signed and delivered on behalf of the lessor:

By Deputy Commissioner,­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of:-

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed and delivered on behalf of the lessee by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_