

## Form of Tripartite Deed

THIS INDENTURE made on this the ..... day of ..... between Sri ..... aged ..... years, son of ..... resident of village ..... P.O. .... P.S. .... in the district of ..... (hereinafter Called the transferor of the First Part and Sri ..... aged ..... years, son of Sri ..... of Village ..... P.O. .... P.S. .... in the district of ..... (hereinafter called the transferee) of the second part and the Governor of Orissa (hereinafter called the State Government) of the third part.

WHEREAS the transferor had taken leased of the land mentioned in the schedule Annexed hereto from the State Govt. under the terms and conditions of the registered lease deed No. .... dated ..... and is in possession of the same;

And WHEREAS the transferor is desirous of selling the said property with all rights and obligations to the transferee for a consideration of Rs. .... (Rupees .....) with the prior sanction of the state Government.

AND WHEREAS the transferee is willing to purchase the said property for the said consideration and agrees to remain bound by all the terms conditions and covenants of the aforesaid lease deed executed between the transferor and the State Govt., the contents whereof he is aware of and undertakes all obligations and liabilities of the transferor under the said lease deed and in consideration whereof the State Govt. have permitted this transferor in favour of the transferee.

NOW THIS PRESENTS WITNESS and the parties hereto hereby agree as follows.

1. That all rights benefits and concessions existing in favour of the transferor under the said lease cease from this day and shall accrue in favour of the transferee and the transferor hereby acknowledges the receipt of the aforesaid consideration of Rs. .... (Rupees .....) from the transferee and transfer all his rights, titles interest in the said property together with all its easement and hereditaments to the transferee and put him in possession of the same.
2. That no obstruction or obstacle shall ever be put by the transferor or at his instance to the peaceful enjoyment of the said property by the transferee.
3. That unless there is any thing repugnant to the subject or context the expressions transferor and transferee hereinbefore used shall include their heirs, representatives and assigns and the expression the State Government shall include its successors and assigns.
4. That the transferee hereby binds himself to abide by all the terms / conditions, obligations, liabilities and stipulations under the lease deed executed between the State Government and the transferor and the State Government will have full right to enforce those terms conditions obligations and liabilities against the transferee.
5. The transferee shall use the land for which it is allotted and not for any other purpose. In case of any violations the lease shall be cancelled by Govt.

IN WITNESS WHEREOF the parties hereto have put their hands and seals on the dates mentioned below their respective signatures. The duplicate is the true and exact copy of the original.

The transferor and the transferee do not belong to scheduled caste and scheduled Tribe.

### SCHEDULE

District .....  
Location ..... Plot No. ....  
New capital, Bhubaneswar  
Area ..... Rent .....

Bounded:- North  
South  
East  
West

In the presence of  
Witnesses :

1.

2.

Signature of the Transferor

1.

2.

Signature of the Transferee

In the presence of  
Witness.

1.

2.

Director of Estates & Ex-Officio  
Joint Secretary to Government  
General Administration Department