The Senior Regional Manager,

Food Corporation of India

Regional Office Punjab Chandigarh

SCO 356-358 Sector 34-A, Chandigarh

Subject: Allotment of land for the construction of office building for Officers and staff of F.C.I.

MEMORANDUM:

It has been decided to allot 5 bays number 34 to 38 each measuring 5.25 mtrs X 23 mtrs in Sector 31-A Chandigarh, on Dakshin Marg Chandigarh, to the Food Corp. of India Punjab @ Rs.25,800/- per sq. Yds. on lease hold basis for 99 years for the construction of office building. Besides the premium the ground rent shall also be charged in accordance, with the provisions contained in Rule 13 of the Chandigarh Lease hold of sites and building Rules 1973.

The tentative premium of the aforesaid site works out @ Rs.1,86,29,793/-. Besides, the premium, the Ground Rent of the usual rising scale as prescribed in the Chandigarh Lease hold of Site and Building Rules, 1973 shall be charged.

I. The allotment shall be given on the following conditions:

The building on the site shall have to be constructed and completed according to the approved plan within a period of three years. The development of the site is to be governed by the Capital of P. (D&B) Act, 1952 and the rules framed thereunder from time to time. The cost of the building and other specifications shall be incorporated according to the Deptt. of Architecture frame control sheet/zone plan.

II. The Chandigarh Administration shall have the right to revise and revise and change upward rate of premium in case of non-acceptance/non-utilisation.

III. The land will be resumed if the same is used for other than mentioned above.

IV. The site to be allotted is non-transferable and further transfer/re-transfer/resale of the same will not be allowed in favour of any party at any stage.

Attached
The allotments of land shall be governed by the provisions of Chandigarh Lease Hold of sites and buildings rules, 1971. Therefore, requested to remit a sum of ₹ 46,57,448/- to cover 25% tentative premium along with an undertaking to non-judicial stamp papers worth ₹ 3/- duly attested any executive Magistrate in the case the above terms and conditions are acceptable within 30 days from the date issue of this letter.

The allotment letter will be issued on receipt of 25% earnest money, the requisite undertaking, non-encumbrance certificate and area list etc. from the Engineering Organisation.

Estate Officer,
U.T. Chandigarh

Endst. No. ____________________________EP 640/G.VI/ Dated:

A copy is forwarded to the following:

1. Finance Secretary, Chandigarh Administration, Chandigarh w.r.to his memo No. 1449-UFSI4997203 dated 25.6.99.

2. The Chief Architect and Secretary Deptt. of Architecture, Chandigarh Administration, Chandigarh w.r. to his memo No. F 6/STP-99/7092 dt.15.4.99 from the Finance Secretary, U.T., Chandigarh to his address to supply lay-out plan as below mentioned.

3. Superintending Engineer (OP) Electrical Circle Municipal Corporation Chandigarh, with the requisite to supply non-encumbrance certificate if any relating to circle.

4. Superintending Engineer, (OP) Project Public Health Municipal Corporation Chandigarh with the request to issue non-encumbrance certificate in respect of services relating to his office.

5. Superintending Engineer, Const. Circle Municipal Corporation Chandigarh for issue the area list as well as non-encumbrance certificate in respect of the above mentioned site.
The Finance Secretary,
Chandigarh Administration.

To

The Estate Officer,
Union Territory,
Chandigarh.

Memo No. 1494-UTFI(4)-99/
Dated, Chandigarh, the

Subject: Allotment of land for the construction of office
building for officers and staff of F.C.I.

In partial modification of this Administration memo:
No. 1494-UTFI(4)-99/7203, dated 25th June, 1999, it has been decided
to allot 5 bays number 34 to 38 each measuring 5.25 mtrs x 23 mtrs.
in Sector 31-A, on Dakshin Marg, Chandigarh, to the Food Corporation
of India, Punjab 0 Rs.7200/- per sq. yds. instead of Rs.25,800/- per
sq. yds. The other terms and conditions of the allotment of land
will remain the same. You are requested to take further
action accordingly.

Joint Secretary Finance,
Chandigarh Administration.

No. 1494-UTFI(4)-99/
Dated, the

A copy is forwarded for information and necessary
action to the Chief Architect and Secretary, Department of Urban
Planning, Chandigarh Administration in continuation of this
Administration memo No. 1494-UTFI(4)-99/7204, dated 25.6.99

Joint Secretary Finance,
Chandigarh Administration.

No. 1494-UTFI(4)-99/1075
Dated the, 24.9.89

A copy is forwarded to the Senior Regional Manager,
Food Corporation of India, Punjab Region, SCO No. 350-359,
Sector 34-A, Chandigarh for information with reference to his

Joint Secretary Finance,
Chandigarh Administration.

Attested

J. S. Mathur
AM (Gen.)
R O, Pb.
Chandigarh
MEMORANDUM:

It has been decided to allot 5 bays number 34 to 38 each measuring 5.25 mtrs X 23 Mtrs in Sector 31-A Chandigarh, on Dakshin Marg Chandigarh to the Food Corp. of India Punjab @ Rs.25,800/- per sq. Yds. on lease hold basis for 99 years for the construction of office building. Besides the premium the ground rent shall also be charged in accordance, with the provisions contained in Rule 13 of the Chandigarh Lease Hold of sites and building Rules 1973.

The tentative premium of the aforesaid site works out Rs.1,86,29,793/-. Besides, the premium, the Ground Rent of the usual rising scale as prescribed in the Chandigarh Lease Hold of Site and Building Rules, 1973 shall be charged.

1. The allotment shall be given on the following condition:

The building on the site shall have to be constructed and completed according to the approved plan within a period of three years. The development of the site is to be governed by the Capital of Pb. (D&G)Act, 1952 as the rules framed thereunder from time to time. The cost of the building and other specifications shall be incorporated according to the Deptt. of Architectural frame control sheet/zoning plan.

The Chandigarh Administration shall have the right to revise and revise and change upward rate of premium/case of non acceptance/non-utilisation.

The land will be resumed if the same is used for the other than mentioned above.

The site to be allotted is non-transferable and further transfer/re-transfer/resale of the same will not be allowed in favour of any party at any stage.
The allotment of land shall be governed by the provisions of Chandigarh Lease Hold of sites and building Rules. 1971. Therefore, requested to remit a sum of Rs. 46,57,448/- to cover 25% tentative premium along with an undertaking Non Judicial Stamp Papers worth Rs.3/- duly attested by any executive Magistrate in the case the above terms and conditions are acceptable within 30 days from the date issue of this letter.

The allotment letter will be issued on receipt of 25% earnest money, the requisite undertaking, non-encumbrance certificate and area list etc. from the Engineering Organisation.

Endst. No. 640 /O.VI/ Dated:

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1. Finance Secretary, Chandigarh Administration, Chandigarh on information w.r.t. his memo. No. 1449-UTFI(4)99/7203 dated 25.6.99.

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Estate Officer,
U.T. Chandigarh.
The Finance Secretary,
Chandigarh Administration.

To

The Estate Officer,
Union Territory,
Chandigarh.

Memo. No. 1494-UTFI(4)-99/
Dated, Chandigarh.

Subject: Allotment of land for the construction of office building for officers and staff of F.C.I.

In partial modification of this Administration memo No. 1494-UTFI(4)-99/7203, dated 25th June, 1999, it has been decided to allot 5 bays number 34 to 38 each measuring 5.25 mtr.x 23 mtr. in Sector 31-A, on Dakshin Marg, Chandigarh to the Food Corporation of India, Punjab @ Rs. 7200/- per sq.yds. instead of Rs. 23,800/- per sq.yds. The other terms and conditions of the allotment of land will remain the same. You are requested to take further action accordingly.

Joint Secretary Finance,
Chandigarh Administration.

No. 1494-UTFI(4)-99/7203
Dated, the

A copy is forwarded for information and necessary action to the Chief Architect and Secretary, Department of Urban Planning, Chandigarh Administration in continuation of this Administration exist. No. 1494-UTFI(4)-99/7204, dated 25.6.99

Joint Secretary Finance,
Chandigarh Administration.

No. 1494-UTFI(4)-99/1075
Dated the

A copy is forwarded to the Senior Regional Manager, Food Corporation of India, Punjab Region, SRO No. 336-337, Sector 31-A, Chandigarh for information with reference to his letter No. 3.4(1)/Pur.of Plot/98/6464, dated 15.3.1999.

 Joint Secretary Finance,
Chandigarh Administration.
UNION TERRITORY
CHANDIGARH ADMINISTRATION

NO. 4388 /RDN-1/M: 618/G.VI Dated 31-3-1980

To

The Senior Regional Manager,
Food Corporation of India,
Regional Office, Ph. Chandiagur,
Sec. 35A-35C, Sector 34, Chandigarh.

Subject: Allotment of land to Food Corporation of India

for the construction of office building in sector

The following site is hereby allotted to lease hold basis for

years to the Management of Food Corporation of India

Chandiagur for the construction of office building

in sector 31A for officers and staff of FCI on the following terms

and conditions:

<table>
<thead>
<tr>
<th>Sector</th>
<th>Area in Sq. Yds.</th>
<th>Rate per Sq. Yd.</th>
<th>Total Premium</th>
<th>Ground rent annually for 33 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>31-A</td>
<td>121.75</td>
<td>Rs. 6750/-</td>
<td>Rs. 51,96,600/-</td>
<td>Rs. 1,29,915/-</td>
</tr>
</tbody>
</table>

2. The area as shown above is subject to variation at the time of taking physical possession of the site.

3. The lease shall be governed by the Chandigarh Lease Hold of Sites and Buildings Rules, 1973, as amended from time to time.

The amount of Rs. 12,99,753/- paid by you has been adjusted towards 25% of the total premium of land. Further a sum of Rs. _________, failing short of 25% of premium of land be deposited within a period of 30 days from the date of issue of

Cont...2...
5.

The lease shall be deemed to have commenced from the date of issue of this allotment letter. No interest shall be payable if 75% balance of premium is paid in lump sum within 30 days of the date of issue of this allotment letter. However, in case it is intended to pay the premium in instalments, it can be paid in three annual equated instalments with interest @ 10% per annum, the first instalment being payable on the expiry of one year from the date of allotment.

6.

The following shall be the schedule of payment of instalments of the premium:

<table>
<thead>
<tr>
<th>Number of Instalment</th>
<th>Due date of payment</th>
<th>Date upto which payment should be made</th>
<th>Amount of equated instalment including interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Instalment</td>
<td>U-2-2001</td>
<td>10-3-2001</td>
<td>Rs. 15,66,961 per each Instalment</td>
</tr>
<tr>
<td>2nd Instalment</td>
<td>U-2-2002</td>
<td>10-3-2002</td>
<td></td>
</tr>
<tr>
<td>3rd Instalment</td>
<td>U-2-2003</td>
<td>10-3-2003</td>
<td></td>
</tr>
</tbody>
</table>

Ground rent evenly for 1st 33 years and so on every year 1,99,915/- Rs.

7.

The ground rent shall start accruing from the allotment the first instalment being due after the expiry of one year from the date of allotment and shall be payable by the 10th of the following month in which it falls due.

8.

The premium of land and ground rent should be deposited either in cash or by means of Demand Draft drawn on any scheduled bank situated at Chandigarh in favour of the Estate Officer, Union Territory, Chandigarh.

PAYMENT BY CHEQUE WILL NOT BE ACCEPTED.

9.

In case of failure to pay the premium of land or amount due in arrears and ground rent on the due date, the interest @ 24% shall be charged for the delayed period.

10.

In the event of non-payment of instalments and ground rent by the 10th of the following months in which it falls due or such extended period as may be allowed by the Estate Officer but not exceeding three months in all from the
the date on which the ground rent and instalment was originally due
the Estate Officer may issue a notice to the Lessee calling upon
him to show cause as to why the lease may not be cancelled and the
site resumed/cancelled and the amount already paid forfeited to
the Government.

11. The site has been given on lease hold basis for 99 y
years of the first instance. After the expiry of this period the
lease may be renewed on such terms and conditions as the Govt. may
decide. In addition to the premium, as in para 2 above, the ground
rent 22\frac{1}{2}\% of the premium for the first 33 years 3\frac{3}{4}\% of the premium
for the next 33 years end at 5\% of the premium for the remaining
33 years is payable every year.

12. The Management shall have to execute a lease deed
within a period of six months from the date of allotment in the
prescribed proforma in such a manner as may be directed by the
Estate Officer. The stamp Duty leviable is Rs. 179,295 according
to the prevalent rate and all other expenses in respect of the
extraction/registration of Lease Deed shall be borne by you. The
Lease Deed on non-judicial stamp paper of the requisite value is
to be got typed in duplicate keeping the carbon copy on Judicial
papers. The reverse page of non-judicial stamp paper and carbon
copy is to be left blank.

13. The use of land is restricted to the purpose contain-
in para 1 above.

14. The building on the site shall be constructed in
accordance with the plans which must confirm to the Punjab Capital
(Dev. & Reg.) building Rules,1952 and the provisions of Frame
Control and ...Natural Control show and the Zoning plans(Where-
ever applicable).

15. The fragmentation of the site or amalgamation of the
site shall be permitted.

16. The Management shall pay all fees, taxes or cases whi
may be levied or assessed on the site or building or both under any
law.

17. The lease shall become void in the event of 
offence of
using or permitting the use of land/building for the
The Lease Hold rights shall not be transferred in any case.

No shop or Commercial building of any kind shall be allowed permitted to be constructed on the site.

The Government shall not be responsible for levelling the uneven sites.

The erection of the building on the site in accordance with the Punjab Capital (Dev. & Reg.) Building rules amended from time to time shall have to be completed within a period of three years from the date of allotment. The date of allotment. The date of completion shall be the date of application for permission to occupy the building in form "D" annexure to Punjab Capital (Rev. & Reg) building rules, 1952 accompanied by completion certificate from a qualified architect. Who supervised the construction of the building provided the building is also certified to have been completed according to the sanctioned plans by the Chief Administration.

In the event of default, breach or non-compliance of any of the conditions of lease, the lease may be cancelled and the site be resumed and the whole part amount paid to the Govt. towards the premium/rent of the site may be forfeited to Govt. After the cancellation of lease, it shall be the responsibility of the lessee to remove the hulka/structure, if any within such reasonable period as may be prescribed by the Estate Officer but not exceeding three months in all from the date of cancellation of lease failing which the Estate Officer shall be competent to remove hulka/structure or to proceed to auction/allot the site along with building erected thereon and after deducting the market value/price of the site etc. refund the balance to the lessee. The Estate Officer shall determine the market value and his decision shall subject to the Chandigarh Lease Hold of sites and Building Rules, 1973 be final and binding. In case of any dispute of difference arising out of the determination of the amount to be paid to the lessor following the auction/allotment of the site and building thereon the Chief Administrator shall act as the sole Arbitrator and his decision shall be final and binding on the parties.

Cont...5.
The terms and conditions of the Allotment Letter in addition to the provisions of Capital of Punjab (Dev. & Reg.) Act, 1952 and the rules made thereunder, which shall be binding on the Lease and also these given in the Chandigarh Lease Hold of sites and building Rules, 1973.

24. The lessee shall not fix any poster, hand bills on a part of the building/varanda nor shall allow any other person to do the same.

25. The possession of land should be obtained from the Executive Engineer, Capital Project, Division No. 2, Sector 9 Chandigarh on the production of the allotment letter.

26. In all correspondence of the subject you should quote invariable the file number which is M: 649 in your case in order to facilitate early attendance of your correspondence payment of premium/rent will be deemed to have been made on the date when necessary particulars are supplied to the Estate Officer in writing.

27. A booklet containing the Capital of Punjab (Dev. & Reg. Act 1952, Capital of Punjab (Dev. & Reg.) Building Rules, 1952 and the Chandigarh Lease hold of sites and building Rules, 1973 can be had from the Store Keeper of this office against cash payment.

Assistant Estate Officer,
Exercising the Power of the Estate Officer, U.T., Chandigarh

Endst. No. M: 649

Date:

1. Finance Secretary, Chandigarh Administration, Chandigarh with reference to his memo No. 10/332/89-G. 90.

2. Chief Architect & Secretary, Deptt. of Architecture, Chandigarh Administration Chandigarh with reference to his memo no. 98/649/89-G. 81/89.

3. Executive Engineer, Capital Project, Division No. 2 Sector 9 Chandigarh for information and necessary action.

Assistant Estate Officer,
Exercising the Powers of the Estate Officer, U.T., Chandigarh.
From:
The Executive Engineer,
Capital Project Divn. No. 2 (Roads)
Chandigarh.

To:
The Estate Officer,
Union Territory,
Chandigarh.

Memo No. ______________________
Chandigarh the dated ____________

Sub: Handing over possession of plots.

Reference Authority letter No. 1388-21/M-346/GVI

dated 11/4/2K: ____________________________ addressed to the Executive Engineer, Capital Project Division No. 2 (R) Chandigarh.

Possession of land to Food Corporation of India Sector 31 A Chandigarh, has today the 11/4/2K has been handed over to Sh. The Senior Regional Manager, Food Corporation of India Regional Office, Ph. Chandigarh, SCO No. 356-59, Sector 31 Chandigarh, through Sh. Harmeet Singh, Assistant Manager, Civil (C.E.C.) Office, representative...

His acknowledgement is enclosed herewith.

The area of plot is : 721.75 sq. yds 663.475 sq. mtrs.

D.A. - One acknowledgement & one copy of specimen signature.

Sub-Divisional Engineer,
Road Sub. Divn. No. 12
Chandigarh.
Endst. No. 92......

A copy of the above is forwarded to:

The Senior Regional Manager, Food Corporation of India Regional Office, Ph. Chandigarh, SCO No. 356-59, Sector 31, Chandigarh, for information.

Endst. No. ________________

A copy of the above is forwarded to the Chief Engineer, Union Territoriy, Chandigarh, for information.

Executive Engineer,
Capital Project Divn. No. 2 (R), Chandigarh.
Dated 11/4/2K.

Executive Engineer,
Capital Project Divn. No. 2 (R), Chandigarh.
Dated ________________
Certified that I have taken the possession of land for Food Corporation of India in Sector 31A Chandigarh, for the construction of Office Building. The site has been shown to me, and found free from the visible encumbrances.

[Signature]

Address:

(HARMEET SINGH)

Assistant Manager (CE)

Authorised Representative of Senior Regional Manager,
Food Corporation of India,
Regional Office (Pb)
Sector 31A, Chandigarh
LEASE DEED OF SITE SOLD BY AGREEMENT.

CHANDIGARH ADMINISTRATION

LEASE FOR 99 YEARS.

File No. 5 - 640

Prepared on Non - Judicial stamp papers of Rs. 1,79.39/-.

This Lease Deed is made at Chandigarh, on this
day of 2000, between:

The President of India through the Estate Officer,
Union Territory, Chandigarh, (hereinafter called
the "Lessor") of the one part.

AND

The head office of Food Corporation of India, Pb.
Chandigarh, through its

Food Corporation of India, Regional Office Pb.
C.C. No. 356 - 359, Sector 34, Chandigarh,
(herein after called the "Lessee") of the other part.

[Signature]

Senior Estate Officer

[Date]
estate office, M.T., Chooli, placed in the S.B. bank No. 301 to 198 S.E. 31, Chooli, attested by S.O. No. 291, in favor of Food Corporation of India Planning Region through sh. Swijen, Kumar, Zonal Manager.


The above deed is presented before me by

in the office of the

the sub registrar, Chooli. 2000, between the hours of

The execution of this deed

is witnessed by me and the witness to the best of my satisfaction.

The witness are known to each other and the first witness is personally known to me.


Sub registrar,

Chooli.
WHEREAS the lessee has applied to the lessor for the grant of a lease of the plot of land belonging to the lessor, hereinafter described and the lessor has, on the faith of the statements and representations made by the lessee, accepted such application and has agreed to demise the said plot to the lessee in the manner hereinafter appearing.

AND WHEREAS the lessee has paid/ agreed to pay the sum of Rs. 51,96,600/- (Rupees fifty-one lacs ninety-six thousand and six hundred only) being the premium.

NOW THIS IS DEED WITNESSETH THAT for the purpose of carrying into effect the said lease and in consideration of the covenants of the lessee hereunder contained and of the said sum of Rs. 12,99,753/- (Rupees twelve lacs ninety-nine thousand seven hundred and fifty-three) paid by the lessee (A) as 25% of the premium (the receipt of which the lessor hereby acknowledges) and the undertaking of the lessee to pay the balance premium in three equal yearly instalments together with interest at the rate of 10% (ten percent) per annum from the date of issue of allotment letter, the first instalment being payable on the 10th day of March, 2001, (B) and of the cost hereinafter reserved and of the covenants on the part of the lessee hereinafter contained by the lessee hereby demise unto the lessee ALL THAT plot of land being

[Signature]

Senior Regional Manager
Field Operation of India
Branch Region, Chandigarh
plot No. 5, Block 34, Sector 31-A, Chandigarh, containing a
measurement of an area of 721.75 square yards or thereabouts
situated at Chandigarh, which plot is more particularly
described in the plan, filed in the Office of the Estate
Officer, Chandigarh, and signed by the Estate Officer,
Chandigarh, on the day of 19 TOGETHER
WITH ALL RIGHTS, EASEMENTS AND APPURTENANCES WHATSOEVER TO THE
said plot, belonging or pertaining to hold the premises hereby
described unto the lessor for 99 years from the date of allotment
and thereafter to hold the same for such further period and
on such terms and conditions, as the lessor may decide and
shall pay unto the lessor yearly rent at the rate of 2½ %
two and a half percent) of the premium for the first 33 years
of this lease and at the rate of 3½ % of the premium for the
next 33 years of this lease and at the rate of 5% (five percent)
of the premium for the remaining 33 years of the lease. The
rent shall start accruing from the date of issue of allotment
letter namely the 4th day of February, 2000, and shall become
due on the first anniversary of the date of issue of allotment
letter and be payable by the 10th day of the following month.

subject always to the exceptions, reservations,
covenants and conditions hereinafter contained, that is to
say as follows:

The lessor excepts and reserves unto himself all

(Signature)
Senior Regional Manager
Panchayat Development
Chandigarh
mines, minerals, coal, gold-washing, earth oils and quarries in or under the plot and full rights and powers at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot or for any building for the time being standing therein provided always that the lessor shall make reasonable compensation to the lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

II. The lessor for himself, her, herself, heirs, executors and administrators and assigns, covenants with the lessor in the manner following that is to say:

1. The lessee shall pay, without demand unto the lessor, the yearly rent hereby reserved, within the time hereby before appointed and in the manner laid down in the Chandigarh Lease Hold of Sites and Buildings Rules, 1973.

2. The lessee shall not deviate in any manner from the layout plan nor alter the size of the plot whether by sub-division, amalgamation or otherwise.

3. The lessee shall, within a period of three years from the date of issue of allotment letter (and the time so specified shall be or the essence of the contract) after
obtaining sanction to the building plans, with necessary
ting, plans and specifications from the State Officer, at
his own expense, erect upon the plot and complete it in a
substantial and workmanlike manner, the office building and/or
officers and staff of S. O. I. building with the requisite
and proper walls, sewers and drains and other conveniences in
accordance with the sanctioned building plans and to the
entire satisfaction of the State Officer.

4(a). The lessee will not sell or otherwise transfer
his/her rights in the site or part thereof, for a period
of 15 years, from the date of completion of the building.

After the expiry of this period, the lessee may be allowed by
the Government to sell or transfer his/her rights in the
site to any other party subject to the condition that 50%
(fifty percent) of the unearned increase in the value of land
at the time the site is sold or transferred, shall be
payable to the Chandigarh Administration before registering
such sale or transfer. The value of the property for the
purpose shall be assessed by the State Officer or by any
other authority which may be appointed by the Chief
Administrator, whose decision shall be final and binding on
the lessee.

4(b). Notwithstanding anything contained in sub-clause
(a) above, the lessee may, with the previous consent in
writing of the State Officer, mortgag or charge the plot in

[Signature]

Senior Regional Manager
Housing Corporation of India
Punjab Region, Chandigarh
favour of the Central Government, State Government, Chandigarh Administration, Life Insurance Corporation of India or any scheduled bank for securing a loan to be advanced by them for constructing the building on the plot.

provided that, in the event of the sale or foreclosure of the mortgaged or charged property, the lessee shall be entitled to claim and recover 50% (fifty percent) of the unearned increase in the value of the plot as aforesaid and the amount of the lessee's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the lessee in respect of the market value of the said plot shall be final and binding on all the parties concerned.

provided further that the lessee shall have the pre-emptive time to purchase the mortgaged or charged property after deducting 50% (fifty percent) of the unearned increase as aforesaid.

5. The lessee's right to the recovery of 50% (fifty percent) of the unearned increase and the pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

6. Notwithstanding the restrictions, limitations and conditions, as mentioned in sub-clause 4(i) above, the lessee...
shall not be entitled to sublet the whole or any part of the
building that may be erected upon the plot for the purpose
of Office Building or Office and Staff of F. C. I.
only, on a tenancy from month to month or for a term, not
exceeding five years.

7. Whenever the title of the lessee in the plot is
transferred in any manner whatsoever, the transferee shall
be bound by all the covenants and conditions contained
herein and be severally liable and bound thereby.

6. Whenever the title of the lessee in the plot is
transferred in any manner whatsoever, the transferor and
the transferee shall, within a period of three months of
the transfer, give notice of such transfer in writing to
the lessor.

The transferee of the person on whom the title
devolved, as the case may be, shall supply to the lessor
the certified copies of the documents evidencing the
transfer or devolution.

Signed
Senior Resident Magistrate
Provincial Government of India.
Furnas Bungalow, Chandigarh
9. The lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description, which may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the plot hereby demised or any building to be erected thereon or on the land - land or upon in respect thereof.

10. All arrears of rent and other payments due in respect of the plot hereby demised shall be recoverable in the same manner as arrears of land revenue.

11. The lessee shall in all respects comply with and be bound by the Indian Capital (Development and Regulation) Buildings Rules, 1958 as amended from time to time, and the rules made thereunder and also to abide by the terms and conditions mentioned in the Allotment Letter as well.

12. The lessee shall not, without sanction or permission in writing of the proper authority, erect any building or make any alteration or addition to such building on the plot.

13. The lessee shall not, without the written consent of the lessor carry on or permit to be carried on, in the plot or in any building thereon, any trade or business whatsoever or use the same or permit the same to be used for any purpose

Senior Regional Manager
Punjab Reorganised Agency
Garrick, Chandigarh

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other than that mentioned in this Lease Deed/ allotment letter or do or suffer to be done thereon anything whatsoever which in the opinion of the lessor may be a nuisance, annoyance or disturbance to the lessee and the persons living in the neighbourhood.

14. The lessee shall at all reasonable times, grant access to the plot to the estate officer for being satisfied that the covenants and conditions contained herein have been and are being complied with.

15. The lessee shall on the determination of this lease peaceably yield up the said plot and the building thereon unto the lessor.

16. In the event of the lease being cancelled, the lessee shall remove the structures at his own expense, within such reasonable time not exceeding three months as may be prescribed by the estate officer and restore possession of the site, in the condition, in which he/they took the same at the commencement of the lease. If the lessee fails to remove the structures within the period mentioned above, the estate officer shall be competent to remove the same and recover the expenses incurred in doing so from the person whose lease had been cancelled on auction / allot the site also with the
structures and after deducting the market value of the site, report the balance to the lessor. The estate officer shall determine the market value and his decision shall subject to the Consignment Board of Sites and Buildings Rules, 1973, be final and binding on the parties concerned.

III. If any penalty cannot be recovered or any part thereof shall at any time be in arrears and unpaid within the period hereinbefore mentioned, the lessee shall be liable to pay the penalty, not exceeding 100% (one hundred percent) of the amount due which may be imposed and recovered in the manner laid down in Section 8 of the Capital of Punjab

(Development and Regulation) Act, 1952, as amended unto date or if it is has been discovered that this lease has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud or if there shall have been in the opinion of the lessor, whose decision shall be final, any breach by the lessee or by any other person claiming through or under him or any of the covenants or conditions contained herein or on his part to be observed or performed, then and in any such case, it shall be lawful for the lessor, notwithstanding the waiver of any previous cause or right for re-entry upon the plot hereby demised and the building therein, to enter upon and take possession of the plot and the buildings and fixtures therein, and thereupon this lease and
every thing herein contained shall cease and determine and the lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him.

provides that, notwithstanding anything contained herein, to the contrary, the lessor may, without prejudice to his rights or re-entry, as aforesaid, and in his absolute discretion, waive, or condone breaches temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him.

iv. no forfeiture or re-entry shall be affected until the lessor has served the lessee a notice in writing.

a) specifying the particular breach complained of, and

b) if the breach is capable of remedy, requiring the lessee to remedy the breach.

and the lessee fails within such reasonable time, as may be mentioned in the notice to remedy the breach, if it is capable of remedy and in the event of forfeiture or re-entry, the lessor may, in his discretion relieve against forfeiture on such terms and conditions, as he thinks proper.
V.

In the event of any question, dispute or difference arising under these presents or in connection with / therewith (except as to any matter the decision of which is specifically / specially provided by these presents), the same shall be referred to the sole arbitration of the Chief Administrator or any other person duly authorized by him. It will be no objection that the arbitrator is a Government servant and that he has to deal with the matters to which the laws, rules and/or regulations in force in the course of his duties as a Government servant, he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties concerned.

The arbitrator may, with the consent of the parties, adjourn the time from time to time, for making and publishing the award.

subject to and in accordance with the Arbitration Act, 1940, and any rules, regulations and modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

VI.

All notices, orders, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such Officer as may be authorized by the Chief Administrator and shall be considered as duly served upon: the lessee or any other person claiming any
right to the plot in the same shall have been affixed to any building or erection whether temporary or otherwise on the plot or shall have been delivered at or sent by post to the then respective office or place of business or until or last known residence, office or place of business of the lessee, or such other person.

VII. All powers exercisable by the lessor under this lease may be exercised by the Chief Administrator. The lessor may also authorize any other officer, to exercise all or any of the powers exercisable by him under this lease.

VIII. In this lease the expression "Chief Administrator" mean the "Chief Administrator" for the time being, or in case his designation is changed, or his office is abolished, the officer, who for the time being is assigned to the same, or any other of the functions, with the function similar to those of the "Chief Administrator", by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the lessor to perform the functions of the "Chief Administrator" under this lease.

IX. The expression the "lessor" and the "lessee" hereinafter before/ herein shall therefore contain so applied in the case of the lessor, his successors and assigns, and in the case of the lessee, his
heirs, executors, administrators or legal representatives
and the person or persons in whom the leasehold rights /
interests thereby / hereby created shall for the time
being be vested by assignment or otherwise.

This lease is granted under the Capital of
Punjab (Development and Regulation) Act, 1954, as amended,
from time to time by the Government and the rules framed
derunder, the Chandigarh Lease-Hold of Sites and Buildings
Rule, 1973, the Government Grants Act, 1895 XV (Act XV
of 1895),

I WITNESS WHEREOF

for and on behalf of and by the order
and direction of the lessee has this unto / herunto set
his hand and
the lease, he has herunto / thunto set his hand in the
day and year first above written.

[Signature]
Senior Regional Manager
Food Corporation of India
Punjab Region, Chandigarh

... 15
signed by shri

for and on behalf of and by the

order and direction of the

President of India (lessee)

in the presence of —

— Lessee

ASST. ESTATE OFFICER,

U. T., CHANDIGARH.

1. Name
   Residence
   Occupation

   Signatures

2. Name
   Residence
   Occupation

   Signatures

... 16
In the presence of witnesses:

1. Name

2. Name

Signatures

Senior Regional Manager
Food Corporation of India
Punjab Region, Chandigarh

Dy. Manager (G)
Food Corporation of India
Punjab Region, Chandigarh