DEED OF LEASE

1. This Deed of Lease is made on the 22nd day of February, 1985 between Governor of Nagaland represented by the Deputy Commissioner, Kohima (henceforth called "the Lessor") and Government of India represented by District Manager, Food Corporation of India, Dimapur (henceforth "Lessee") on terms and conditions hereinafter set forth:

2. That in consideration of sum of Rs. 90,000.00 (Rupees Ninety thousand) only paid as premium by the lessee to the lessor (the receipt whereof of the lessor hereby acknowledged) 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 2 (two) acres of land situated near the New Secretariat Complex more fully described in the schedule herewith and for greater clearance delineated on the plan annexed hereto and thereon shown with its boundaries coloured red together with all easement and all rights easement there TO HOLD the premises on lease from the 22nd day of February, 1985 for a term of 50 (fifty) years lease basis.

3. The lease shall commence on the 22nd day of February, 1985 and shall be subjected to the terms hereof, continue for a term of 50 (fifty) years with a option to the lessee to renew the lease for a further term as set out in Clause 11 hereof. The Lessee shall subject to the terms hereof, pay rent for the said plot of land at the rate to be prescribed by the Government from time to time.

4. The land would be reverted to State Government in case the Food Corporation of India stops working or is shifted elsewhere.

5. The responsibility for maintenance of the land is that of the Food Corporation of India.

Cont....2/ -
6. The Lessee shall have no right to sale of the whole part or parts of the said plot of land without the prior consent of the Lessor.

7. The lessee may at any time during the term hereby created and any renewal thereof erect upon the said plot of land such buildings or installations or other works and install therein such fittings and fixtures as it may think fit PROVIDED ALWAYS that such buildings, installations, or other works, fittings and fixtures shall remain the property of the lessee who shall be at liberty to remove and appropriate to himself all or any of them on the termination of this lease. Provided further that the lessee shall hand over unto the lessor the said plot of land in the same condition as it was at the commencement of this lease, fair wear and tear and damage by fire or acts of God, riots or other civil commotion, enemy action or other causes not within the control of the Lessee excepted or at its option pay compensation in lieu thereof. PROVIDED further that such compensation shall not exceed the value of the said plot of land at the date of expiry or termination of this lease if the same had remained in the same state and condition as at the date of commencement of this lease. The Government reserve the right to all quarters and all buried treasures lying in or under the leased land, with full liberty at all times to search for and work the same, paying to the Lessee, successors and assignees only such compensation for any damages done to the buildings standing thereon as may be estimated by the Deputy Commissioner of the concerned district.

8. The Lessor shall not be liable for loss of profit or loss of good will existing from its occupation on the said plot of land or for any amount for compensation in respect of the said plot of land other than the rent payable as aforesaid and the Lessee shall make no claim in respect thereof.

contd....3/-
9. The Lessor/Lessors agree(s) with the Lessee that the Lessee paying the rent of ₹ 10/- (Rupees ten) only per annum thereby reserved and observing and performing the conditions and stipulations herein contained on the part of the Lessee to be observed and performed shall peaceably hold and enjoy the said plot of land during the said term and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under him/them.

10. If the Lessee shall be desirous of taking a new lease of the said plot of land after the expiration of the term hereby granted and of his such desire shall deliver to the Lessor/or send by registered post/notice in writing not less than one month before the expiration of the term hereby granted then the Lessor shall than he no subsisting breach of any of the Lessee's obligations under this present agreement at the cost of the Lessee grant to the Lessee a new lease for the said plot of land for further term of 50 (fifty) years to commence from and after expiration of the term thereby granted at the same rent and subject to the same covenants/agreements and conditions as in this present agreement reserved and contained this present covenant for renewal excepted.

contd...4/-
11. All questions and matters in dispute and difference between the parties hereto touching, arising under or out of or in connection with the subject matter of these presents or any covenant, clause or thing therein contained or otherwise, arising out of this lease (except as to any matters the decision of which is specially provided for by these presents) shall be referred to the sole arbitration of any person appointed by the Secretary to the Government of Nagaland of the Department administratively dealing with this lease at the time of such appointment. It will be no objection that the arbitrator is a Government servant, that he had to deal with matters to which this lease relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matter is dispute or difference. The award of the arbitrator shall be final and binding on the parties. It is a term of this lease that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office by resignation or otherwise or being unable to act for any reason, the Secretary to the Government of Nagaland in the Department at the time of such transfer, vacation off office or inability to act, shall appoint another person to act as arbitrator. It is also a term of this lease that no person other than a person appointed by the Secretary to the Government of Nagaland of the Department as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not be referred to arbitration at all. The arbitrator may with the consent of the parties enlarge the time from time to time for making and publishing the award. Same as aforesaid the arbitration Act 1940 and the rule made there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under the clause:

contd.....5/-
All this piece and parcel of land situated at New-Secretarial Complex, Kohima recommended in the local revenue Municipal records Govt.land of 2(two) acres and bounded on the :-

North : Govt.Acquired land.
South : Private Land.
West : PWD Godown/Govt.acquired land.
East : Govt. Acquired land.

On witness whereof these presents have been executed the Lessor for and on behalf of the Government of Nagaland on the day and year first above written.

Signed by the above named Lessor:-

1. 

P. C. GANOTYA
District Manager
Food Corporation of India
Dimapur (Nagaland)

In the presence of:-

Signed for and on behalf of the Government of Nagaland By:-

In the presence of:-

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