



**THE STATE TRADING CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
A-6, SPORTS AND SURGICAL GOODS COMPLEX,
KAPURTHALA ROAD,
JALANDHAR,
PUNJAB -144021**

INVITES

EXPRESSION OF INTEREST (EOI)

EOI No. - STC/JAL/LEASING /SHEDS & OPEN SPACE/2018-19/01 DATED 26.09.2018

**FOR LEASING OUT ITS THREE SHEDS/GODOWNS AND OPEN SPACE
ON LEASE RENT BASIS TO THE PROSPECTIVE PARTIES**

Interested applicants can apply against the EOI but not later than 12.11.2018 (11:00 HRS)

Website: WWW.STCLIMITED.CO.IN

FOR LEASING OUT ITS THREE SHEDS/GODOWNS AND OPEN SPACE ON LEASE RENT BASIS TO THE PROSPECTIVE PARTIES

1. ABOUT US

THE STATE TRADING CORPORATION OF INDIA LTD. (STC), incorporated under the Companies Act, 1956 having its registered/corporate office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi — 110 001 and one of its Branch Office at “A-6, Sports and Surgical Goods Complex, Kapurthala Road, Jalandhar, Punjab - 144021” is a Government of India Enterprise and functions under the administrative control of Department of Commerce, Ministry of Commerce & Industry, Government of India.

STC is a premier international trading organization of India having strong nation-wide presence with offices covering most of the major port towns in India.

STC hereby invites Expression of Interest (EOI) for leasing out its three sheds/godowns and open space on lease rent basis to the prospective parties as per the following terms and conditions:-

2. OBJECTIVE OF THE EOI

To lease out 13,035 Sq.Ft. three(3) sheds/godowns and 26,442 Sq. Ft open space available at “The State Trading Corporation of India Limited, A-6, Sports and Surgical Goods Complex, Kapurthala Road, Jalandhar, Punjab – 144021” on lease rent basis to the prospective parties as per the following terms and conditions.

3. DETAILS AND DIMENSIONS OF THE SHEDS/GODOWNS AND OPEN SPACE

a) Details of Sheds/Godowns:

- i. A separate entry from gate no 2 earmarked for entry of trucks leading to Sheds/Godowns.
- ii. Shed/Godown No. III has a ramp for loading/unloading of material from trucks.
- iii. Sheds/Godowns have internal road on the three sides.
- iv. The plot on which the Sheds/godowns are located is land locked by buildings on the three sides. Thus, leading to better security of the stored material/goods.
- v. Located at a distance of only 200 metres from Kapurthala- Jalandhar highway.

b) Dimensions of Sheds/Godowns:

Particulars	Length x Breadth = Area in Square Feet	Remarks
Shed - II	79 x 55 = 4345 Sq. ft.	It has a wooden compartment measuring 816.5 Sq. Ft (71 x 11.5)
Shed - III	79 x 66.5 = 5253.5 Sq ft.	It has a wooden compartment

		measuring 690 Sq. Ft (60 x 11.5)
Shed - IV	79 x 43.5 = 3436.5 Sq ft.	---

c) Details of Open Space

- i. Entry from gate no. 2 leading to Open Space at the backside of the godowns.
- ii. Open space at the backside is separated from godowns by an internal road.
- iii. The plot on which open space is located is land locked by buildings on the three sides. Thus, leading to better security of the stored material/goods.
- iv. Located at a distance of only 200 metres from Kapurthala- Jalandhar highway.

d) Dimensions of Open Space:

Particulars	Length x Breadth = Area in Square Feet
Open Space at the backside	117 X 226 = 26442 Sq. ft.

4. DURATION OF THE LEASE PERIOD

Three (3) years

5. PRE-QUALIFICATION CRITERIA

The detailed eligibility criteria are described in the following points and the interested parties meeting all the conditions only need to apply.

- a) The Prospective parties should have a positive net worth and profit making in each of the financial year during the last three years ending 2017-18
- b) An unequivocal acceptance of all the other terms and conditions mentioned in this EOI.
- c) Submission of documents in accordance with clause 7 of this EOI.

6. OTHER TERMS & CONDITIONS

- a) STC reserves the right to accept or reject any/all applications and cancel the process of this EOI at any time, without assigning any reasons thereof. The decision of STC in this regard shall be final and binding on all participating applicants.
- b) Once the applicant has submitted his interest, it will be deemed that the applicant has satisfied himself/herself with the terms and conditions of the EOI and will abide by the same.
- c) The Applicant may also be asked to furnish additional information/document(s) /confirmation in connection with verification of the documents submitted by the Applicant, if deemed necessary, at the sole discretion of STC.
- d) The applicant shall ensure compliance of all the Government regulations, policies, guidelines, orders, conventions etc., in force related to any or all of the activities covered in this EOI.

- e) The applicants shall submit an undertaking (enclosed as per Annexure II) that party has neither any property related dispute in general and nor any property related ongoing litigation or legal dispute or any pending execution of decree or award by or against the State/Centre/ Government Department/ Statutory bodies / PSU is pending.
- f) The applicants shall submit an undertaking (enclosed as per Annexure III) to abide by the requirements and guidelines of the Central Government/ State Government/ STC from time to time.
- g) The applicant should not have been blacklisted/banned/debarred from dealing and participating in tenders by Government (Centre or State)/ PSU. The applicants shall have to submit an undertaking (enclosed as Annexure IV) to this effect along with submission of documents under this EOI. In case of submission of false declaration (found at any stage), such applicants shall be disqualified and STC reserves its rights for further legal actions
- h) All documents submitted in response to this “EOI” shall be kept in the custody of STC upon submission. Where the Applicant believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect the Proponent’s business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information ‘confidential’. In so far as is practicable, STC will give effect to the Applicant’s stated wishes, and requests for access to such information will be determined under provisions of RTI Act.
- i) STC is not bound contractually or in any other way to any Applicant/s to this EOI. STC is not liable for any costs or compensation in relation to this EOI by the Applicant/s if STC terminates, varies, or suspends the EOI process or takes any other action permitted under this EOI, including consideration of concepts proposed in future developments. The EOI request is not the subject of any process, contract or any contractual obligation between STC and applicant or potential applicant.
- j) Submission of application by applicants does not entail any commitment from STC to enter into lease agreement. STC reserves its right to abandon any part or whole of process without prior notice to prospective applicants.
- k) The prospective applicants may clearly note that the terms and conditions mentioned in this EOI are indicative and not exhaustive in nature.
- l) All documents submitted by the applicants should be signed and stamped on each page by their authorized representatives.
- m) Final selection of the parties from the EOIs received will be done at the discretion of STC and the decision of STC shall be final and binding on all the participating parties.
- n) The documents submitted by successful applicant(s) shall be scrutinized and only after satisfactory compliance of documents STC shall consider leasing out the sheds/godowns and/ or open space to the party (ies).

- o)** The successful applicant(s) under this EOI shall sign and execute the lease agreement (enclosed as Annexure V) with STC for hiring the godown(s) and/or open space on lease rent basis for a period of three years.
- p)** All details and above terms and conditions of this document shall have to be considered by the prospective applicants in totality and the applicants submitting interest under this EOI containing incomplete documents & not complying with the above conditions are liable to be rejected summarily.

7. DOCUMENTS REQUIRED

The interested applicant shall submit following documents **in seriatim with cover page index** as per the format(s) attached herewith in a sealed envelope (with EOI number & date written on it) with **each page of the documents numbered, stamped and initialed.**

- a)** Cover page Index showing documents attached/enclosed with corresponding page number.
- b)** Duly filled and signed application form as per Annexure-I.
- c)** An undertaking by the applicant as per Annexure II.
- d)** An undertaking by the applicant as per Annexure III.
- e)** An undertaking by the applicant as per Annexure IV.
- f)** Copy of Audited Balance Sheet and Profit & Loss Statement of the Company/partnership/proprietorship for the last 3 financial years i.e. 2015-16, 2016-17 and 2017-18.
- g)** Copy of the income tax return filed in the last 3 financial years i.e. 2015-16, 2016-17 and 2017-18 should also be provided.
- h)** Certified copy of the registered partnership deed and Registration certificate of Firm in case of Partnership/proprietorship while Copy of Certificate of Incorporation, Copy of Memorandum and Articles of Association in case of Company.
- i)** List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors. For proprietorship a certificate for the same from competent authority, for partnership, certified copy of the registered partnership deed/partnership agreement.
- j)** Board Resolution/Letter from partners authorizing all or any one of the Director, Partners to execute, act and sign the lease agreement and other connected documents.
- k)** Signature of Partners/Directors/Proprietors duly attested by the bank.
- l)** Copy of GST, PAN Certificate, CIN/DIN of authorized signatories.
- m)** Complete signed copy of EOI by authorized signatory as a token of acceptance of all the terms & conditions.

8. PROCEDURE FOR SUBMISSION OF EOI

- a) Prospective applicant may download Expression of Interest document from our website www.stclimited.co.in under “Advertisement & Notification” section or else may obtain a copy of the same from our office i.e The State Trading Corporation of India Limited, A-6, Sports and Surgical Goods Complex, Kapurthala Road, Jalandhar, Punjab – 144021, Phone No. – 0181-2651110 during office hours on any working day but not later than one day prior to the last date of submission of EOI.
- b) The EOI application must contain complete details with regard to the name, designation and place of Business of the applicant with Phone and Fax Nos. The EOI and all the documents submitted must be signed and sealed by the Authorized Signatory/ Prospective applicant with his usual signature.
- c) No press advertisement shall be issued for the updation/Corrigendum/Addendum. Prospective applicants are therefore advised to regularly visit above mentioned website at 8(a) to update themselves.
- d) Place for submission of EOI & Method of delivery:** The Expression of Interest should be addressed to **Branch Manager**, The State Trading Corporation of India Limited, A-6, Sports and Surgical Goods Complex, Jalandhar, Punjab – 144021 and should be either dropped in the Tender box conspicuously placed at STC Office, Jalandhar or sent by speed post or registered post which should invariably reach STC before the due date & time positively. STC will not be responsible for any postal delays.
- e) Applications received in Fax or E-mail will not be entertained.
- f) Applicants can visit the site i.e Sheds/godowns and open space at The State Trading Corporation of India Limited, A-6, Sports and Surgical Goods Complex, Jalandhar, Punjab – 144021 on any weekday from 11:00 HRS to 17:30 HRS before **12.11.2018 and any request for clarification on 12.11.2018** would not be entertained.
- g) Last Date and Time for submission of EOI:** The last date & time for submission of the Expression of Interest is **12.11.2018 till 11:00 HRS IST**
- h) EOI Opening Date, Time and Place :** EOI opening date is **12.11.2018 at 12:30 HRS** at The State Trading Corporation of India Limited, A-6, Sports and Surgical Goods Complex, Kapurthala Road, Jalandhar, Punjab – 144021.
- i) **Late Receipt of EOI:** Any EOI received by STC after the due date & time would be summarily rejected.
- 9. The applicants hereto agree that the courts and tribunals at Jalandhar shall have the exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this EOI and shall be decided in accordance with laws of India.**

**Branch Manager
STC – Jalandhar Branch**

Format to be filled by Applicants

EOI No. - STC/JAL/LEASING/SHEDS & OPEN SPACE/2018-19/01 Dated 26.09.2018		
APPLICANT DETAIL AND OFFER FORM		
S.No	Desired Information	Details by Applicants
1	Applicant Unit Name:	
	Nature of Constitution: Public Ltd company/Private Ltd company/ Partnership/Proprietorship etc.	
	(CEO)/Director/Partners/Proprietor:	
	Registered Address for communication:	
	Date of Establishment/incorporation/constitution	
	Telephone/Fax/Email:	
2	Submitting proposal for	Shed No./open space/both
	Highest Offered rate for Shed(s)	Rs. _____ per Sq.Ft. excluding GST
	Highest Offered rate for backside Open Space(measuring 26442 sq.ft)	Rs. _____ per Sq.Ft. excluding GST
	Please specify , 1. What is business activity/profile of applicant ? 2. What is the purpose of hiring of godown(s) and/ or open space ? 3. If there is any kind of repair work and/or alteration and/or any other kind of requirement desired from STC w.r.t sheds and open space ?	
3	Have you attached undertaking as per Annexure-II of this EOI?	Attached/Not Attached
4	Have you attached undertaking as per Annexure-III of this EOI?	Attached/Not Attached
5	Have you attached undertaking as per Annexure-IV of this EOI?	Attached/Not Attached
6	Do you agree to indemnify STC of any claims/liabilities arising out of or in connection with any of the terms and conditions of this EOI & subsequent agreements, if any?	Yes/No
7	Have you defaulted towards payment of rent/any obligation in property related matters ?	Yes/No
8	Is there any ongoing litigation or legal dispute or any pending execution of decree or award by or against the State/Centre/ Government Department/ Statutory bodies / PSU? Please specify.	Yes/No
9	All other documents as specified in clause 7 of this EOI	Attached/Not Attached
10	Unequivocally agree to all the terms and conditions of the lease agreement at Annexure V of this EOI and ready to sign and execute the same with STC	Yes/No
11	All terms and conditions specified in the EOI are accepted	Accepted/Not accepted

Certified that the above information is true and I/we confirm that all information given above are correct and if at any point of time the information is found to be incorrect then we will be liable for rejection by STC.

Dated:
Place:

Signature:
Name & Designation
Mobile Number:
Email
Seal/Stamp

(ON COMPANY/FIRM/PROPRIETORSHIP'S LETTER HEAD)

To,

The State Trading Corporation of India Limited,
A-6, Sports and Surgical Goods Complex,
Kapurthala Road,
Jalandhar – 144021
Punjab.

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

We, _____(**Name of the Organization**), hereby confirm and acknowledge we have neither any property related dispute in general and nor any property related ongoing litigation or legal dispute or any pending execution of decree or award by or against the State/Centre/ Government Department/ Statutory bodies / PSU is pending.

Thanking You

Yours faithfully

Name and Signature of the Authorized Person*

*Signing should be in accordance with the Board Resolution along with common seal or CIN, in case of company.

(ON COMPANY/FIRM/PROPRIETORSHIP'S LETTER HEAD)

To,

The State Trading Corporation of India Limited,
A-6, Sports and Surgical Goods Complex,
Kapurthala Road,
Jalandhar – 144021
Punjab.

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

We(Name of the Organization) undertake to abide by the requirements and guidelines of the Central Government/ State Government/ STC from time to time.

Thanking You

Yours faithfully

Name and Signature of the Authorized Person*

*Signing should be in accordance with the Board Resolution along with common seal or CIN, in case of company.

ANNEXURE IV

(ON COMPANY/FIRM/PROPRIETORSHIP'S LETTER HEAD)

To,

The State Trading Corporation of India Limited,
A-6, Sports and Surgical Goods Complex,
Kapurthala Road,
Jalandhar – 144021
Punjab.

SUBJECT: UNDERTAKING

DATE _____

Dear Sir,

We, _____ **(Name of the Organization)**, hereby confirm and acknowledge that we have not been blacklisted/banned/barred from dealing and participation in Tender by Government of India or by any Government Undertaking in India/PSUs.

Thanking You

Yours faithfully

Name and Signature of the Authorized Person*

*Signing should be in accordance with the Board Resolution along with common seal or CIN, in case of company.

LEASE AGREEMENT

THIS INDENTURE IS SIGNED ON THIS -----DAY OF ___IN THE YEAR TWO THOUSAND EIGHTEEN AT JALANDHAR BETWEEN :

M/s The State Trading Corporation of India Limited (STC), A Government of India Enterprise, incorporated under the Indian Companies Act, 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110 001 and Branch Office at A-6, Sports and Surgical Goods Complex, Kapurthala Road, Jalandhar, Punjab – 144021 (hereinafter referred to as “LESSOR” which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns) of the one part.

AND

M/s. _____ a company incorporated under the companies Act 1956, and having its registered office at -----(hereinafter referred to as “LESSEE” which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns) of the other part and having authorized Mr. _____, Managing Director to execute, act and sign for company/lessee vide its board resolution no. _____ Dt_____

WHEREAS the Lessor is the owner of the Covered Sheds/Godowns and/or Open Space situated at A-6, Sports and Surgical Complex, Kapurthala Road, Jalandhar, Punjab.

AND WHEREAS, the Lessee has applied to the Lessor to grant him the right to have on lease for Three(3) years the _____Covered Sheds/Godowns measuring 13035 Sq Ft and/or backside Open space measuring 26442 Sq. Ft. within the piece of land at A-6, Sports and Surgical Complex, Kapurthala Road, Jalandhar, Punjab.

AND WHEREAS, the Lessor has agreed to the grant of lease of the Covered Sheds/Godowns and / or backside Open Space, the details of which are given below.

Particulars	Length x Breadth = Area in Square Feet	Remarks
Shed - II	79 x 55 = 4345 Sq. ft.	It has a wooden compartment measuring 816.5 Sq. Ft (71 x 11.5)
Shed - III	79 x 66.5 = 5253.5 Sq ft.	It has a wooden compartment measuring 690 Sq. Ft (60 x 11.5)
Shed - IV	79 x 43.5 = 3436.5 Sq ft.	---

Particulars	Length x Breadth = Area in Square Feet
Open Space at the backside.	117 X 226 = 26442 Sq. ft.

AND WHEREAS, the Lessee has agreed to take on Lease the aforesaid premises on the terms and conditions as hereinafter contained.

AND WHEREAS, the Lessee has paid an amount of Rs. ----- (in words) equal to one months's rent vide RTGS and deposited Rs.----- (in words)vide RTGS equal to two months rent as interest free security deposit, which will be returned upon termination of this lease after receiving possession of the vacant Sheds/Godowns and / or backside Open Space by Lessor or adjusted against dues, if any like unpaid lease rent/water/electricity bills and or damage to the property. In case the Lessee fails to remit monthly rent in advance by 7th of every month, interest shall be charged for delayed period @ 18% per annum.

AND WHEREAS, it has been agreed by and between the Lessor and Lessee hereto that the stamp duty and registration charges, if any, shall be borne and paid by the Lessee.

NOW THIS DEED WITNESSETH, In consideration of the rent hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of Lessee to be paid, observed and performed, the Lessor hereby demise unto Lessee, the aforesaid Covered Sheds/Godowns No. (_____) measuring ____Sq. Ft. along with all the fittings and fixtures together with all rights easements and appurtenances and all fittings and fixtures affixed thereto (hereinafter collectively to be referred as "the demised premises"). The tenure of the lease of the demised premises will be for thirty six (36) months with effect from _____.The rent of the demised premises will be computed on the basis of the area of the aforementioned sheds/Godowns and/ or backside open space i.e _____Sq.Ft. The Lessee will vacate the demised premises in a peaceful way after expiry of thirty six months, if not renewed further.

The Lessee covenants with the Lessor as follows :

1. The demised premises are being offered on "**as is where is basis**" (Changes can be done only with the prior approval of the Lessor).
2. To pay monthly rent amounting Rs. _____at the rate of Rs.____per Sq. Ft along with GST as applicable thereon through NEFT/RTGS and not later than seventh day of every calendar month in advance against the demand notice/Invoice issued by STC. Delayed remittance of rent shall carry interest @18% per annum for the delayed period.

3. The Lease shall be for the period of thirty six months w.e.f.....The lease rental offered by the Lessee would be for the period of 12 months and there would be an increase of 10 % on the last paid rent on completion of every 12 months. The lease period is calculated according to the English Calendar and after expiry of thirty six months the same is extendable at mutually agreed terms and conditions.
4. A joint report shall be prepared by Lessor and Lessee on the condition of the demised premises (which will be annexed herewith as Annexure I) on the date of the initial occupation by the lessee. At the time of vacating this area the lessee shall handover peaceful possession and in the same condition as existing on the date of initial occupation. The lessee shall not carry any structural changes /additional/alternations/modifications on the demised premises without the prior consent of the Lessor.
5. The Lessee shall pay the charges towards consumption of electricity and water in respect of the demised premises as per the installed Sub-meter reading to the Lessor and Lessor in turn will make the payment to the concerned authorities.
6. The Lessee shall use the demised premises exclusively for the purpose of storing/ warehousing of its goods and not to use the same or any part thereof for residential or manufacturing or any other purpose.
7. The Lessee shall not store any hazardous, inflammable, combustible or explosive or any other substances not permitted under the Law in the demised premises.
8. The Lessee will ensure insurance of the stocks held in demised premises covering all kinds of risk such as Fire, Theft, Earthquake, Robbery etc of their goods, the Lessor in no way shall be responsible for the safety of the stocks.
9. The Lessee shall make his own security arrangements for ensuring safety of the stocks stored in the demised premises.
10. The Lessee shall always maintain the demised premises in neat and habitable condition and the general maintenance of the same shall be the responsibility of the Lessee at his own cost & expenses.
11. The Lessee shall not have the right to sub-lease the demised premises either in part or in whole. The Lessee shall not keep the goods of others, other than goods relating to their business.
12. The Lessee and its agents shall not cause any damage to the surface/roof/walls or part thereof of the demised premises while storing in or removing out the stock. The Lessee shall bear the cost towards the damages if any to the demised premises. Any

other repairs necessitated due to the negligence of the Lessee or their staff or labour or transport contractors etc., shall be to the account of Lessee only and it has to be made good immediately in its original form by the Lessee failing which Lessor shall carry out the repair work and charge double the actual cost of repair as a way of penalty to the Lessee.

- 13.**The Lessee shall neither display nor permit to affix or display, any signboards, sky signs, advertisement painted or otherwise or any other permanent or temporary attachment to the premises without the prior written consent of the Lessor.
- 14.**The Lessee shall abide with all local laws, statutory provisions, rules, regulations, byelaws etc. or any other requirement of the local authorities.
- 15.**The Lessee shall permit the Lessor to enjoy the right to passage and to have access to the demised premises at all reasonable times for the purpose of inspection of the condition of the demised premises. The Lessee shall also permit the Lessor or its agents/employees/authorized persons to carry out any repair of the external/adjoining structure.
- 16.**The Lessee shall observe and perform all such laws/bye-laws/ rules with regard to the removal of Refuse and other similar things and shall remove the refuse and other similar things at his own cost from the demised premises.
- 17.**The Lessee shall pay half the expenses payable in respect of construction, repairing, re-building and cleaning all walls, fences, sewer drains and external pipes pavements and other things the use of which is common to the demised premises and other premises.
- 18.**The Lessor shall pay ground rent, property tax, etc., payable in respect of the demised premises and the Lessee shall not be liable for the same. However, if there is any hike in the ground rent, property tax, etc., payable by the Lessor in respect of demised premises during the currency of the agreement, the same will be passed on to the Lessee.
- 19.**The Lessee shall deduct the TDS(Tax Deducted at Source) on the rental payments of the demised premises. The Lessee to remit TDS and issue and made available proper TDS Certificates against TDS deductions made within the stipulated time period to the lessor otherwise, the amount of TDS should be paid as rental charges every month.
- 20.**If the Lessee intends to extend the lease period further the Lessee shall approach the Lessor 2 months prior before expiry of the term of lease and keep the TWO MONTHS RENT ADVANCE as it is, and request the Lessor for further extension of

lease. However, the lease can only be extended at the discretion of the Lessor on mutually agreed terms and conditions. The Lessee shall pay rent for the full month, if the extended lease period is less than one month.

- 21.** The Lessor reserves the right to have lien on the goods stored by the Lessee in the event of default in payment of rent, other charges and repairs to damage caused due to operations of the Lessee at the demised premises.
- 22.** The Lessee shall keep Lessor indemnified at all times against any claims, liabilities, proceedings etc. from any third party or otherwise arising out of or in connection with any of the terms and conditions of this Lease agreement.
- 23.** During the tenure of this lease agreement, Both the Lessee and the Lessor reserves the right to terminate this Lease agreement without assigning any reason thereof by giving two calendar month's notice in advance in writing to the other.
- 24.** On efflux of time period or earlier termination of lease by either Lessee or Lessor, The Lessee shall handover peaceful possession of the demised premises and in the same condition as existing on the date of initial occupation and the Lessee unequivocally agrees to pay 10 times the normal rent as a penalty for unauthorized occupation to the Lessor for any unauthorized stay at the demised premises beyond the notice period two months.
- 25.** Any dispute or difference whatsoever, arising out of or relating to the construction, meaning, operation or effect of this deed or the breach thereof, shall be settled mutually. For non-resolvment of the dispute, the matter will be referred to Director (Personnel & Administration) of STC and the decision shall be final and binding on both the Lessor and the Lessee.
- 26.** If the Lessee shall fail to perform or observe any agreement on the part of the Lessee or conditions herein contained, then and in such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises and the lease shall thereupon determine.
- 27.** Any notice required to be served under this deed shall be sufficiently served on the Lessee/Lessor if sent by Regd. Post to its/their above address and shall be deemed to have been served at the time when in normal course of post it would be delivered at the address to which it is sent.
- 28.** The shed/Godown No. III measures 5253.5 Sq.Ft. and has internal road leading from entry gate no. 2 in north direction, Shed/Godown No. IV in south direction, back side internal road followed by open space in east direction and Lawn area adjacent to entry gate no. 2 in west direction.

While, Shed/Godown No. IV measures 3436.5 Sq.Ft. and has Shed/Godown No. II in north direction, Godown III in south direction, backside internal road followed by open space in east direction and covered shed/godown No. I measuring 2145 Sq.Ft in west direction.

Similarly, Shed/Godown No. II measures 4345 Sq.Ft. and has Shed/Godown No. IV in north direction, internal road leading to gate no. 1 in south direction, back side internal road followed by open space in east direction and STC office in west direction.

Back side Open Space measures 26442 Sq. Ft. and has boundary wall of A-4 plot in north direction, boundary wall of A-7 plot in south direction, boundary wall of A-6 plot in east direction and internal road followed by sheds/godowns in west direction.

This deed of lease shall be governed by the laws applicable in India.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set their respective hands and seals on the day and year first above written.

Dated:

Place: Jalandhar

For & on behalf of the Lessor

For & on behalf of the Lessee

Signature:

Signature:

Name:

Name:

Designation: Branch Manager

Designation: Managing Director

Company Stamp:

Company Stamp:

WITNESSES :

1.

1.

2.

2.