

On Stamp Paper of Rs.100/-

FORM OF AGREEMENT
(FOR PLOT)

AN AGREEMENT made at _____ on _____ day of _____ of the year _____ between the **Dahej SEZ Limited (DSL)** (A company incorporated under the Companies Act, 1956) and **having its Head Office at Udyog Bhavan, Block No. 14, 3rd Floor, Sector-11, "GH" Road, Gandhinagar - 382 017, Gujarat.** (Hereinafter called the "Licensor" which expression shall unless the context does not so admit, includes its successors and assignees) of the one part and **M/s. _____,** (A Company incorporated under the Companies Act, 1956) **having its registered office at _____** (hereinafter called a Licensee", which expression shall unless the context does not so admit includes his heirs, executors, administrators and assignees/its successors in business and assignees of the other part.

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Licensor

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Licensee

State the purpose

WHEREAS the Licensor as a developer of a multi product Dahej Special Economic Zone is seized and possessed of the land described in the Schedule hereunder written (hereinafter referred to as the said land.

AND WHEREAS the Development Commissioner, Government of India, Ministry of Commerce & Industry, 4th Floor, Fadia Chambers, Ashram Road, Ahmedabad-380009 has issued a **Letter of Approval No.**

dated _____ in favor of the licensee to set up a unit within Dahej SEZ.

AND WHEREAS THE Licensee has applied to the Licensor to allot the said land to the Licensee for **manufacturing of**

_____ in Dahej SEZ.

AND WHEREAS THE Licensor has agreed to grant to the Licensee for the aforesaid purpose a License in the first instance in respect of the said land on the terms and conditions hereinafter appearing.

AND WHEREAS the parties hereto are desirous of recording the terms of License in writing.

Now it is hereby agreed and declared between the parties as follows:

1. On the Licensee paying an amount of **Rs. _____/- (Rupees _____ Only)** being an amount equal to 100% percent of the allotment price of the _____ **sq. mts.** land, the Licensor will permit Licensee to enter upon the said land for the purpose and on the terms and hereinafter condition, appearing.

2. The Licensee further agrees that he will pay to the Licensor such additional sum **on account of land cost due to increase in the area, if any, recoverable as and when required as may be determined by the Licensor.** The additional sum shall be paid in lump sum or in such installment with interest at 13% percent per annum as may be allowed by the Licensor. The Licensee further agrees that payment if delayed he shall pay penal interest at 3% above the normal rate of the interest on the amount in default, provided that if the payment as so delayed is not made within a period of two months from the date on which it was required to be made the, Licensee shall be liable to be evicted from the plots. During the currency of this agreement it shall be open to the Licensee to pay at any time to the Licensor in lump sum amount of the price that due from him together with the amount of interest if any due thereon. Until the entire amount payable under this clause is paid by the Licensee to the Licensor; the Licensee will in each year within two months from the expiry of his accounting year supply to the Licensor a copy of his profit and loss account pertaining to the accounting year and of business run by him in the land.

(Strike off where not applicable)

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Licensor

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Licensee

3. The Licensee shall have license and authority only to enter upon the said land described in the schedule hereunder written for the purpose building and executing work thereon for **manufacturing of _____ in Dahej SEZ** only and for no other purpose whatsoever. If the Licensee commits any breach within a period of 3 years, the Licensor will be entitled to terminate this license and evacuate the Licensee without prejudice to the other rights which the Licensor may have.

4. Nothing in these present contained shall be construed as a demise in law of the said land so as to give to the Licensee any legal interest therein but the Licensee shall only have license to enter upon the said land for the purpose of performing this Agreement **till a lease deed is duly executed, in accordance with clause (10) of this Agreement.**

5. The Licensee hereby agrees to observe and perform the following stipulations that is to say:

Submission
of Plans for
approval

a) That the Licensee will within three months of the date hereof submit to the Director of the Licensor (hereinafter called the Director, DSL) which expression shall include any other officer to whom the duties and function of the said Director, DSL may be assigned for his approval. The specifications, plans, elevations, sections and details of the factory building hereby agreed by the Licensee shall be erected on the said land and Licensee shall at his own cost and as often as he may be called upon to do so amend all or any such plans and elevation and if so required will produce the same before the Licensor and will supply him such details as may be called for. The specification shall be finally approved by the SEZ Development Committee and an approval letter will be issued by the Licensor and signed by him. The Licensee shall sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensee and the Licensor provided that the Licensor shall within two months from the date of the receipt of the plans, specifications elevations and sections as aforesaid, communicate to the Licensee his approval or any objection thereof.

Fencing
during
construction

b) The said land shall be fenced during construction by the Licensee at his own expense in every respect as has to demarcated by the Licensee, and the boundary wall must be constructed, in case of the plot having compound wall, SEZ Boundary as per SEZ Act, 2005. In case, the developer has constructed the boundary wall, as needs to construct, the cost will be recovered from the allottee.

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Licensor

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Licensee

No work to commence until plans are approved.

c) No work shall be commenced which infringes any of the building condition and also other regulations so far as same may be applicable to the said land until the said plans/elevations shall have been so approved as aforesaid and thereafter the Licensee shall not make any alteration or addition thereto unless such alterations and additions shall have been previously in like manner approved.

Time Limit for Commencement and completion of construction

d) The Licensee shall, within a period of six months from the date hereof commence and within a period of **three** years from the said date at his own expense and in a substantial and workmanlike manner and with all rules, bye-laws and regulations applicable thereof an in strict accordance with the plans, elevation, details and specification to the satisfaction of the Licensor and in accordance with building conditions of Licensee build and completely finish fit for occupation a building to be used as industrial factory with all requisite drains and other conveniences thereto as may be necessary under the Factories Act. The area of the plot allotted to the Licensee is _____ **sq. mts.** It shall be permissible to him to utilize it within the period and the manner aforesaid a part of the area for the construction of the building to be used as an industrial factory and retain the remaining area of the plot for future expansion of his project subject to the following conditions:

Strike off in area if plot is more than 20,0000 sq.mts.

i) The remaining area of the plot shall be fully utilized for the expansion of this project within a period of ten years from the date of this agreement.

ii) It shall be open to the Licensor to review the progress of the utilization at the interval of every three years and to resume the possession of unutilized portion of the plot. **Surrender policy of DSL will be applied mutatis mutandis.**

iii) While utilizing a part of the plot for the construction of a building as aforesaid and retaining the remaining part of the plot for future expansion, the part to be utilized for construction of the building shall be so demarcated as to make a sub-division of the remaining part feasible in the event of the Licensor deciding to resume the possession of the unutilized portion of the plot.

Licensee to pay rates taxes etc.

e) The Licensee will pay rates taxes and cess payable in respect of the said land and any building erected thereon and will also pay the charges of whatever description including charges for supply of water and his share of expenses of maintenance of road and other common facilities and the claims and out goings chargeable against owner or occupier in respect of the said land and any building erected thereon.

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Licensor

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Licensee

Water
Supply

Provided that if the Licensor demands in writing that any of such payments should be made to the Licensor for remittance shall make such payments to the Licensor within the period specified by the Company thereof.

- f) As regards supply of water, the Licensee shall abide by the condition laid down in that behalf by the Licensor from time to time. The Licensee shall consume water for his unit at following rates from year to year:

Year	Consumption per day (MLD)
2012	
2013	
2014	
2015	
Onwards	

It may be noted that DSL has considered water supply capacity of 33,000 litres per day/hect. and Effluent Disposal Pipeline (EDP) facility at 30,000 litres per day/hect. under the allotment price charged to Licensee and accordingly the Licensee is allowed to utilize **water supply of _____ MLD and EDP of _____ MLD**. Any higher requirement over and above entitlement under the allotment price is on Licensee's account. In case, Licensee's requirement is higher than entitled capacity, Licensee will have to make his own arrangements.

For 1st three years from date of allotment, Licensee shall pay water charges as per actual use. Thereafter, even if the Licensee fails to consume water to the extent mentioned above, the Licensee would pay the water charges for the agreed quantity from the first day of April in each year on completion of two years or three years respectively for plot size of upto 10,000 M² & above 10,000 M² from the date of allotment, irrespective of actual use. The water charges would be payable at the prevailing water rate of the Co-developer / DSL for the financial year as may be fixed by the SEZ Development Committee from time to time. The failure to pay water charges including the minimum charges, the Licensee shall be liable to penal actions such as discontinuation of water supply by the Co-developer including termination of this agreement. Gujarat Industrial Development Corporation (Supply of Water to the Industrial Estate) Regulation, 1991 and its amendment from time to time by the Co-developer will be binding and applicable to the Licensee;

1. Plot - having area upto 10,000 sq.mtr. _____ 2 years
2. Plot - having area more than 10,000 sq.mtr _____ 3 years
or from the date of commencement of actual consumption of

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Licensor

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Licensee

water whichever is earlier. On failure to pay the minimum charges, the purchaser shall be liable to the actions including Termination of Agreement and subsequent steps.

Indemnity

- g) The Licensee will keep the Licensor indemnified against any and all claims for damage which may be caused to any adjoining building or other premises by such building or in consequence of the execution of the aforesaid work and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the local authority in respect of said plot No. _____ in Dahej SEZ.

Sanitation

- h) The Licensee shall observe and conform to all rules regulations and bylaws of Licensor and of the local authority concerned or any other statutory regulation in any way relating to public health, effluent treatment and disposal accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the building on the said land in order to keep the said land and its surrounding, clean and in good condition to the entire satisfaction of the Director, DSL, and shall not without the consent in writing of the Director, DSL permit any labourers or workmen to reside upon the land and in event of such consent being given shall comply strictly with the terms thereof. As regards the industrial effluent produced in the course of the industry carried on the said land, the licensee shall have to Produce NOC from G.P.C.B., Gandhinagar before commencement of civil work/Applying for Power Supply.

Excavation

- i) The Licensee will not make any excavation upon any part of the said land and or remove any stone, earth or material there from except so far as may, in the opinion of the officer authorized by the Licensor be necessary for the purpose of construction of the buildings and compound walls as per the plan approved by DSL.

Insurance

- j) The Licensee will keep the building to be erected on the said land, excluding foundation and plinth, insured in the name of Licensor against loss or damage by private land acquired by GIDC/Govt. of Gujarat as a result of Land Reference Case/s preferred by the original land owners, the Licensee shall be bound to pay the additional land compensation along with interest as may be decided by the Licensor.

Nuisance

- k) The Licensee shall not at any time do, cause or permit any nuisance in or upon the said land in particular shall not cause or permit the said land to be used for any industry specified by

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Licensor

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Licensee

the Licensor as obnoxious. The Licensee shall not interfere or cause damage to the properties belonging to the Licensor whether located outside or inside the premises, such as water supply lines, drainage lines, water meters, street-lights and such other properties. In case he is found interfering or causing damage to the properties of the Licensor it would amount to breach of the conditions of the agreement and he would be liable to be evicted from the premises occupied by him and Licensor shall be entitled to recover the cost of making good such damages with penalty as it may determine and such amount would be recoverable as an arrears of land revenue.

Access
Roads

l) The Licensee shall at his own cost construct and maintain an access road leading from the Estate road to the said land in strict accordance with specifications and details prescribed by Director of the Licensor.

Implementation
of new
Employment
Policy

m) The Licensee shall engage to the maximum extent possible local persons in their industrial unit. The expression "Local Person" shall mean a person domiciled in Gujarat State for minimum 15 years shall be considered as local person. So far as menial workers such as watchmen, labour, sweepers, drivers, etc. are concerned, preference should be given to land-losers (including their family members) or local villagers. This is as per Government of Gujarat Employment Policy.

Fire Fighting

n) The Licensor will not provide fire fighter services in the SEZ as an amenity. In case of any delay or non-availability of fire fighter, at the time of fire, the Licensee will not claim any losses/damages due to this with the Licensor.

Pollution
Control

o) Licensee shall not start construction or production activity in the allotted plot/shed unless and until it has effectively and completely complied with the pollution control measures required to be undertaken by the Licensee under any permission which may have been granted by the GPCB. For any breach of conditions stipulated by GPCB or such agency, the Licensor shall be duty bound to disconnect power/water supply of the Licensee on receipt of appropriate written directives of GPCB or such environmental monitoring statutory/Govt. agency.

p) "The Licensor allots land/plot in "as it is where it is" condition and there is no scope for change in price of the allotted land. In the unlikely event of payment of any additional compensation to the original land owners in respect of plot No. _____, the pro-rata additional compensation in respect of affected land only will be recovered from the Licensee.

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Licensor

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Licensee

Power Supply

- q) For obtaining power supply, the Licensee has to apply to Torrent Energy Limited, which is power supply agency in Dahej SEZ. The Licensee/allottee of plot in SEZ is to follow procedure as under:
 - (i) the allottee has to complete formalities of signing Agreement, payments of Security Deposit and complete wiring of electrical installation as per I.E. rules and submit the test report for wiring from licensed electrical contractor before release of power connection;
 - (ii) the allottee is liable to pay the charges for the power supply to the co-developer as per applicable rules and regulations.
 - (iii) the supply of voltage and source of power supply shall be decided by the Co-developer;
 - (iv) the allottee has to pay for cost of augmentation of sub - station on its pro-rata demand basis and at the rate and policy prevalent in the Licensor / Co-Developer;
 - (v) the allottee will not hold DSL responsible for delay in availability of power.

Power to terminate

6. Should the Director/Authorized Officer of the Licensor not approve the plans, elevations, details and specifications whether originally submitted or subsequently required or if the same shall not be submitted within the time therein before stipulated the Licensor may give notice **giving reasons** in writing to the Licensee to terminate this Agreement and if possession as a Licensor has been given to the Licensee, may re-enter upon the said land and there upon the said land shall stand resumed to the Licensor. The Licensee will be allowed to remove the building materials and machinery, if any, of the Licensee.

Rights of Licensor

7. Until the factory building and works have been completed and certified as completed in accordance with clause 9 hereof and the price is paid full or the Lease Deed is executed in accordance with clause 10 hereof, the Licensor shall have the following rights and powers, namely:

- a) The right for the Licensor and his officers and servants at all reasonable time to enter upon the said land to review the state and progress of the work and for all other reasonable purposes.
- b) Power:
 - i) In spite of the Licensor having approved the plans, if the Licensee shall fail to complete the said factory building

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Licensor

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Licensee

within the time aforesaid and in accordance with the stipulation herein before contained (time in this respect being the essence of the contract) or shall commit default in payment of installment with interest as agreed to be paid by the Licensee to the Licensor as provided in clauses 2 hereof or shall not proceed with the works with due diligence and shall fail to observe any of the stipulations on his part herein contained, the Licensor shall without prejudice to the remedy available under this agreement against non payment of dues payable to the Licensor have right to forfeit the amounts already paid by the Licensee and to terminate this agreement by giving 24 hours notice and thereupon to re-enter and resume possession of the land and everything thereon and thereupon this agreement shall cease and Licensee shall be allowed to remove materials land things after the expenses and dues of the Licensor are paid.

- ii) To continue the said land in occupation of the Licensee on payment of such fine as may be decided by the Licensor.
- iii) To direct removal or alteration of any building or structure erected or used contrary to conditions of the grant within the time prescribed in that behalf and on such removal or alterations not been carried out within the time prescribed cause the same to be carried out and recover the cost of carrying out same from the Licensee as an arrears of land revenue.

Extension
of time

8. Notwithstanding any such default as aforesaid, the Licensor may in his discretion give notice to the Licensee of intention to enforce the Licensee agreement herein contained or may with reference clause 5(d) fix any extended period for the completion of the factory building and the works, if he is satisfied that the building and works could not be completed within the prescribed time for reason beyond the control of Licensee and thereupon the obligations hereunder of the Licensee to complete the factory building shall be taken to refer to such extended period.

Grant of
Lease

9. If the Director, DSL of the Licensor has certified that the factory building and works have been erected in accordance with the terms thereof and if the Licensee shall have observed all the stipulations and conditions herein before contained the Licensor will grant & execute a lease and the licensee will accept a lease (Which shall be executed by the parties in duplicate) of the said land for a term of 30 years from the date of possession being given to the Licensee or execution of the agreement, which is earlier, at yearly rate as may be fixed by the Licensor from time to time. The present rate of lease rent is fixed at

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Licensor

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Licensee

Rs.1/- per square meter per year for initial period of 5 years and as modified from time to time thereafter. The lease-deed is extendable for a further period of 30 years on expiry of initial tenure of 30 years on payment of such lease-rent as may be then decided by the Licensor.

The Licensee has to carry out following procedure to execute a lease deed agreement :-

- Fenced/completed boundary wall of the said **Plot No.** _____ demarcated by DSL.
- obtained approval of the Development Plan for the project in the said land from the SEZ Development Committee / DSL.
- obtained necessary statutory clearances / approvals as may be required including environmental, CRZ, Safety clearances etc.
- carry out construction of the building for the approved project in the plot allotted as per the approved building plan, and;
- Tie up of financial resources for the project.
- Certificate from D.C. for eligibility of State incentive

10. The Deed of Lease shall be prepared in duplicate in accordance with the form prescribed by the Licensor and all cost, charges and expenses of and incidental to the execution of the agreement and its registration charges shall be borne and paid by the Licensee alone. The Deed of Lease shall be registered at a place within the State of Gujarat where such registration is permissible under the provision of the Indian Registration Act.

Notices

11. All notice, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided therein signed by the Director, DSL or any other Office authorized by him and notice to be given to the Licensee shall be considered as duly served, if the same shall have been delivered to, left or posted or addressed to the Purchaser at the usual or last known place of residence or business or sent to the Licensee by electronics media, such as e-mail etc. or the said land or same shall be affixed or any building or erection temporary or otherwise upon the said land.

Licensor may Alter estate

12. The Licensor may at any time and from time to time alter the layout, building conditions, General Development Control Regulation and other conditions to the other conditions to the other parts of the SEZ of the Licensor of which he said land forms part and the Licensee shall have no right to require the enforcement thereof or any of them at any time against the Licensor or any person claiming under the Licensor.

Breach of Conditions

13. In the event any breach of any condition or covenant of these present by the Licensee, the Licensor shall be entitled to terminate this Agreement by giving 24 hours notice.

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Licensor

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Licensee

Exercise of right
etc. by Officers
servant of
Licensor

14. The right, power etc. of the Licensor and/or the Authorized Officer of the Licensor under this presents may be exercised by any officer or servant or agent of the Licensor duly authorized by the Licensor or the Authorized Officer.

Conflict between
Agreement

15. Should there be any conflict between the terms contained in this Agreement and terms contained in the Building conditions and General Development Control Regulations, the former shall prevail.

16. The Licensor has issued in respect of the said land and allotment letter No. _____ dated _____. The terms of the said allotment letter will form a part of this Agreement.

Marginal Notes

17. The marginal notes do not form part of this Agreement and they shall not be referred for construction and interpretation thereof.

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Licensor

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Licensee

SCHEDULE

(Description of plot)

ALL THAT piece of land known as **Plot No.** _____ in the Dahej SEZ consisting of revenue Survey Nos. _____ within the village limits of _____, Taluka: Vagara Dist. Bharuch containing by admeasurement _____ **sq. mtrs.** (Tentative) or other about a bounded as follows that is to say:

On or towards the North by :-
On or towards the South by :-
On or towards the East by :-
On or towards the West by :-

IN WITNESS WHERE OF the Licensor has caused Shri R.J. Shah, Chief Executive Officer, Dahej SEZ Ltd., Gandhinagar, an officer authorized by it, to set his hand and affix the common seal here to and the Licensee has hereinto set his hand seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED

By Shri R. J. Shah
Chief Executive Officer
Dahej SEZ Limited

Signature
(R. J. SHAH)

In the Presence of

1. ()
2. ()

SIGNED, SEALED AND DELIVERED

By the above named Licensee
in the presence of

Signature
(Full name in block letters)

1. ()
2. ()