

## AGREEMENT

### PERMISSION TO LAY UNDERGROUND PIPELINE IN DAHEJ SEZ AREA

This Indenture made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) Two Thousand \_\_\_\_\_ between

**Dahej SEZ Ltd.** (A company incorporated under the Companies Act, 1956) and having its Registered Office at 3<sup>rd</sup> Floor, Block No. 14, Udyog Bhavan, Sector-11, Gandhinagar - 382 017, Gujarat, India (hereinafter referred as “DSL” which expression shall, unless excluded by or repugnant to the context, include its successor and assignees) of the one part and

M/s \_\_\_\_\_ (A company incorporated under the Companies Act, 1956) having its Registered office at \_\_\_\_\_ (hereinafter referred to as “The Company/allottee” which expression shall, unless excluded by or repugnant to the context, include its successors and assignees) of the other part.

WHEREAS the allottee / company applied to the Chief Executive Officer, Dahej SEZ Ltd. (hereinafter referred to the “The Chief Executive Officer”) for permission to lay an underground pipeline for utility services in Dahej SEZ along the road / road side / corridor land and within the company’s, licensed area in the detailed development plan of Dahej SEZ hereunto annexed and therein \_\_\_\_\_ coloured.

AND WHEREAS the said permission has been granted by the Manager (Infra), Dahej SEZ Ltd. on approval by the Chief Executive Officer, Dahej SEZ Ltd., subject to terms and conditions as under:-

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

- 1 M/s \_\_\_\_\_ has obtained approval of DSL, vide letter No \_\_\_\_\_ dated \_\_\_\_\_.
- 2 M/s \_\_\_\_\_ has obtained permission / approval from Development Commissioner, SEZ, Govt. of India / BOA as required, vide letter no. \_\_\_\_\_ dated \_\_\_\_\_.
- 3 M/s \_\_\_\_\_ is to obtain all statutory clearances as may be required especially GPCB, environmental clearance, CRZ clearance if applicable, Safety requirement etc.
- 4 The work will be executed by M/s \_\_\_\_\_ in consultation with Manager (Infra), Dahej SEZ Ltd., Dahej office and guidelines issued in this respect for laying of pipeline as may be required, crossing of roads, provision of pacca storm water drain, Water supply line etc.

- 5 M/s \_\_\_\_\_ shall pay to Dahej SEZ Ltd. a onetime amount for road crossing fee of Rs. .... Wherever the underground pipeline for utility is first laid for further use of the road / road side land. (wherever applicable)
- 6 All road crossings shall be carried out by pushing method without damaging road. All costs for doing this activity have to be borne by M/s \_\_\_\_\_.
- 7 The exact location will have to be decided in consultation with DSL at the time of execution. During execution work, for any reason / alignment of pipeline network is required to be changed, the drawing will have to be modified accordingly in consultation with DSL.
- 8 Before laying \_\_\_\_\_ pipeline, a trial pit is to be made for exact location of existing underground services within SEZ area. M/s \_\_\_\_\_ has to take care of the existing services within SEZ area. In case of any damage during trial pit, the same has to be rectified / repaired / replaced by M/s \_\_\_\_\_ at its own cost.
9. Where the underground pipeline crosses the existing services, crossing is to be done as per methodology decided by DSL / Service Provider.
10. M/s \_\_\_\_\_ will have to make the ground level as it is and for road and other properties of Dahej SEZ Ltd. in the said proper condition at their cost. All expenditure in this regard will be borne by M/s \_\_\_\_\_.
11. The area mentioned in the permission letter is tentative as approved by DSL. However final area will be worked out based on the actual measurement that will be made at site jointly by DSL and M/s \_\_\_\_\_. M/s \_\_\_\_\_ will be required to make additional payment if so required.
12. The line should be checked at regular intervals (not more than one year) by M/s \_\_\_\_\_ and report should be submitted to DSL within 7 days. If any damage found in pipeline, it must be attended immediately by M/s \_\_\_\_\_.
13. For whatsoever reason if DSL want the shifting of the \_\_\_\_\_ pipeline, the same shall be done by M/s \_\_\_\_\_ at their risk and cost and in time as may be ordered by DSL.
14. M/s \_\_\_\_\_ shall have no right / interest whatsoever in or over the said road / road side land / corridor land, except merely the license to enter upon the same for the purpose of carrying out necessary operation.
15. DSL reserve right to lay any underground or overhead services / lines within land allotted on ROU in Dahej SEZ.

16. M/s \_\_\_\_\_ shall at its own expenses maintain underground pipeline in a proper condition, or repairs and make good immediately damage which might be caused to surface of the road/road side land or to other DSL property to the entire satisfaction of the Chief Executive Officer or his representative authorized in this behalf.
17. M/s \_\_\_\_\_ have to provide pipeline marker at least 0.45 m above existing SEZ road level at interval of 50 m.
18. M/s \_\_\_\_\_ have to submit the **As Built Drawings** after completion of works. (2 set in Hard copy + 2 set in soft copies)
19. When DSL/GIDC and co-developers lay new service line/ lines, or carry out maintenance work for water supply, roads, drainage, electricity etc. M/s \_\_\_\_\_ shall liaise to ensure safe working practices to avoid any damage / loss to pipeline, and M/s \_\_\_\_\_ shall promptly depute representative during execution of work, if required, and so directed by DSL. Failing to comply the above by the Allottee / M/s \_\_\_\_\_, DSL shall not be held responsible in any manner whatsoever.
20. Any hazardous incidence as may be caused which could be directly attributed to the economy to that context the same shall be the responsibility of the allottee / M/s \_\_\_\_\_ and compensation if any as may be arising out of such hazardous shall be on the account of M/s \_\_\_\_\_.
21. M/s \_\_\_\_\_ shall be solely liable for any loss of injury which any person may sustain by reason of any defect in or want of any repairs to any of its pipelines, or as a result of any carelessness or negligence or misconduct of its employees in the erection, setting up of pipeline and use thereafter. The company shall indemnify and keep indemnified DSL against claim, demands and all liabilities and expenses to DSL may put to on account of any claim made in this behalf.
22. In the event of any loss of damage to life or property of any one or more persons as a direct result of M/s \_\_\_\_\_'s activities under this agreement, the same shall be responsibility of M/s \_\_\_\_\_ and M/s \_\_\_\_\_ will have to make good the same at his own risk and cost and keep DSL indemnified for it.
23. All damage and losses present and future caused as a direct result of company's activities under this agreement due to this permission for crossing shall be made good by the company.
24. M/s \_\_\_\_\_ will be required to take necessary insurance for damage to third party as well as to any property of DSL. The copy of the same is to be submitted to DSL.
25. The annual rent as may be fixed by DSL will be recovered in advance for every year, as indicated in the allotment letter No. \_\_\_\_\_ dated \_\_\_\_\_.

26. As and when annual rent or any amount payable by M/s \_\_\_\_\_ / allottee under this permission shall be in arrears of land revenue without prejudice to any other remedies which may be open to DSL.
27. DSL does not guarantee the preservation of the Company's / Allottee's property from injury and vice versa.
28. On failure of the Allottee / M/s \_\_\_\_\_ to observe any of the conditions of this agreement, the Manager, DSL shall be at liberty to disconnect / remove the underground pipelines for utilities without any notice. In case of other reasons, Manager, DSL will give 30 days' notice to the M/s \_\_\_\_\_ fails to comply, on expiry of written notice period, including extension if granted, DSL shall be at liberty to remove pipelines for utilities at its discretion and the allottee / M/s \_\_\_\_\_ shall be liable for all expenses incurred by DSL including restoration charges.
29. DSL shall be at all times at liberty to terminate this agreement and no compensation on account of the termination of the agreement would be paid to M/s \_\_\_\_\_.
30. The initial permission will be for a period of 5 years and thereafter, DSL may extend it for an appropriate period on ensuring regular annual payment of the ROU rent as per the policy of DSL from time to time and compliance of all conditions.
31. On any difference of opinion between M/s \_\_\_\_\_ and DSL, the decision of Chief Executive Officer, DSL shall be final and binding to DSL and M/s \_\_\_\_\_.
32. The party shall bear the cost of preparation of agreement, stamp duty execution of the agreement.

In witness thereof DSL has authorized Chief Executive Officer / Manager (Infra) Dahej SEZ Ltd. to set his hand and the seal of his office hereto and

Signed sealed and delivered and have set their hands and the seal of the company has been affixed on the day and year first above written.

SIGNED, SEALED AND DELIVERED

By Shri \_\_\_\_\_

Chief Executive Officer / Manager (Infra)

Dahej SEZ Limited

\_\_\_\_\_  
Signature

In the Presence of

1. ( )

2. ( )

SIGNED, SEALED AND DELIVERED

On behalf of M/s \_\_\_\_\_ and the common seal  
of the company has been affixed

\_\_\_\_\_  
Signature  
(Full name in block letters)

In the Presence of

1. ( )

2. ( )