



**JAWAHARLAL NEHRU PORT AUTHORITY
SPECIAL ECONOMIC ZONE**

**E-tender cum E-auction for 'allotment of plots for
Unit and/or Co-developer at Special
Economic Zone (SEZ) of JNPA'**

TENDER No.:- JNPA/SEZ/Plot/T- 43/2023

dated 21/09/2023

**TENDERS WILL BE ISSUED BETWEEN 21/09/2023 to 24/10/2023 AND COST OF
TENDER DOCUMENT IS Rs. 23,600/- (NON-REFUNDABLE)**

September 2023

Tender Document issued by: -

Chief Executive Officer
Special Economic Zone
Jawaharlal Nehru Port Authority
Administration Building, Sheva, Navi Mumbai 400 707.

DISCLAIMER

The information contained in this Tender documents or Request for Qualification cum Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority (or "JNPA") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project (or "JNPA SEZ"). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to allot land to selected Bidder, as the case may be, in the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions

- 1) **“Authority / Competent Authority”** means Jawaharlal Nehru Port Authority or JNPA or persons authorized by the board, Empowered Committee of MoPS&W
- 2) **“Basic Infrastructure”** means facilities to be provided for the entire SEZ Area such as roads, water supply and distribution networks, sewage collection and treatment system, solid waste management system, power supply and distribution network, etc.
- 3) **“Bidding Documents”** means this RFP, Lease Deed, Integrity Pact, Financial BOQ and any addendum issued subsequent to this RFP.
- 4) **“Bidding system”** means two stage and two cover system adopted for execution of this tender.
- 5) **“Bid Due Date”** means the Last date specified for submitting of document in accordance with terms and conditions specified in the tender document.
- 6) **“Board of Approval”** means the Board of Approval constituted under the SEZ Act and SEZ Rules and regulations framed there under.
- 7) **“Business Plan”** means the detailed business plan which must be drawn up for the development, operation and maintenance of the Demised Land by the prospective Lessee.
- 8) **“Co- Developer”** means a person/ entity who has been granted by the Central Government a Letter of Approval under SEZ Act 2005.
- 9) **“Condition Precedents”** refers to the mandatory compliances required prior to the execution of the Lease Deed, such as the LOA of the DC Office for the Business Unit, full payment of the lease premium according to the payment schedule, and so on. Adjudication for Stamp Duty Exemption from State/District Authorities, Submission of a BG of 5% of the total lease payment as a security deposit validity of the same to ensure till the lease tenure / till vacant plot hand over to JNPA authority.
- 10) **“Deed”** or **“Lease Deed”** means the Lease Deed along with the schedules and annexures attached thereto and shall include any modifications, alterations, additions or deletions thereto made in writing after the date of execution of Lease Deed.
- 11) **“Development Commissioner (DC)”** means the Development Commissioner (DC) of the SEZ Area appointed in terms of the SEZ Act 2005 and SEZ Rules 2006 and amendment thereof
- 12) **“Developer”** means Jawaharlal Nehru Port Authority and its successors, administrators and permitted assigns.
- 13) **“Eligible Bidder”** means any Proprietorship Firm / Society/Partnership Firm / Public Limited Company/Limited Liability Partnership/ Company registered under the

Companies Act 1956 / 2013 or under the Partnership Act, 1932 or under the Limited Liability Partnership Act, 2008, as amended / modified / replaced from time to time or equivalent foreign laws.

- 14) **Empowered Committee**: means the committee formed by Ministry of Ports, Shipping & Waterways of Government of India to approve the allotment of land for 60 years lease.
- 15) **“Highest Bidder”** means Techno –commercially (Financially) eligible bidder who quotes the highest bid during the e-auction process.
- 16) **“Successful Bidder”** means the eligible highest bidder in the e-auction process for the respective plot.
- 17) **“Unsuccessful Bidder”** means those who bid less than the highest Bid or those who do not participate in e-auction process of the respective plot or those who are disqualified.
- 18) **“Unit”** means the unit leased by the Developer to customers/ parties approved by the Development Commissioner, SEEPZ under the SEZ Act for carrying on their business activities within the land allotted to it in the SEZ.
- 19) **“Lease Period”** means the term of lease shall be of 60 (sixty) years, for which the Demised Land is given on lease to the Lessee, commencing from the date as mentioned in the Lease Deed, unless terminated earlier as per the terms of the lease..
- 20) **“Lessee”** means the successful bidder to whom the land is allotted and subsequently entered into the lease agreement/ lease deed with the Authority.
- 21) **“Lessor”** means Board of Jawaharlal Nehru Port Authority.
- 22) **“Letter of Intent (LOI)”** means a document declaring the preliminary commitment of JNPA for allotment of the plot to do business with the prospective Lessee post due compliances by the bidder.
- 23) **“Letter of Approval (LOA)”** means Letter of Approval to be issued from Development Commissioner (DC), SEZ, SEEPZ, Mumbai to the successful bidder to whom Letter of Intent (LOI) is issued by the JNPA Authority.
- 24) **“Operational unit”** – Any unit which is having valid LOA and received approval for commencement of operations from DC Office (Post generation of first invoice for Import / Export/ Inter Unit Transfer - IUT from the said SEZ unit)
- 25) **“Project”** means the manufacturing/services/warehousing/trading unit to be developed by the Lessee on the Demised Land.
- 26) **“Minimum Guaranteed Investments”** means the amount of investment committed by the Lessee in its original Business Plan provided / submitted at the time of the bid submission. It is desired that the Lessee makes these committed investments within 2 (two) years from the date of execution of the Lease Deed.

- 27) **“SEZ Act”** means the Special Economic Zones Act, 2005 together with the rules, notifications and circulars issued by the Government of India (GOI) and any amendments or modifications thereof.
- 28) **“Special Planning Authority”** or **“SPA”** means the Lessor who is appointed by the Government of Maharashtra vide its notification bearing no. TPS-1717/612/CR0219/17/UD-12 dated 20th December 2017 under sub-section (1B) of section 40 of the Maharashtra Regional and Town Planning Act, 1966 for the SEZ Area.
- 29) **“Security Deposit”** means deposit that needs to be submitted by the successful bidder before signing the Lease deed. The same will be kept alive during the entire period of the Lease or till such period of the Lessee handing over vacant and peaceful possession of the Lease Premises. It will not carry any interest.
- 30) **“Scheduled Bank”** means a bank defined under Section 2 (e) of the Reserve Bank of India Act, 1934.

Name of the Tender:

E-TENDER CUM E-AUCTION FOR ‘ALLOTMENT OF PLOTS FOR UNIT AND/OR CO-DEVELOPER AT SPECIAL ECONOMIC ZONE (SEZ) OF JNPA’

Tender No: JNPA/SEZ/Plot/T-43 /2023 dated 21 /09/2023

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CHAPTER- 1
TENDER NOTICE

**JAWAHARLAL NEHRU PORT AUTHORITY
SPECIAL ECONOMIC ZONE**

1.0 TENDER NOTICE

Only through E-Tendering Mode

Tender No. JNPA/SEZ/Plot /T-43/2023 dated 21/09/2023

On-line Tenders in Two Bid (Technical & Price Bids) and e-auction methodology are invited by Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai from experienced and reputed entities fulfilling Eligibility Criteria for **E-TENDER CUM E-AUCTION FOR 'ALLOTMENT OF PLOTS FOR UNIT AND/OR CO-DEVELOPER AT SPECIAL ECONOMIC ZONE (SEZ) OF JNPA'** as detailed in the tender document.

1	PROJECT NAME	E-TENDER CUM E-AUCTION FOR 'ALLOTMENT OF PLOTS FOR UNIT AND/OR CO-DEVELOPER AT SPECIAL ECONOMIC ZONE (SEZ) OF JNPA'
2	COST OF TENDER DOCUMENT (NON – REFUNDABLE)	Tender Fees (Non-refundable) of Rs.23,600/- (Rupees Twenty-Three Thousand Six Hundred Only) is to be submitted to JNPA in the form of Demand Draft/ bankers' cheque/ pay order/ NEFT in favor of "Jawaharlal Nehru Port Authority", payable at Mumbai from any Nationalized/ Scheduled Bank. NEFT data – JNPA Bank of India, PUB, Sheva Saving A/c 123210110006024 IFSC Code - BKID0001232 MICR Code - 400013100
3	E.M.D.	EMD shall be 10% of the annual lease premium as per the latest SoR of the land being put on tender to be submitted to Jawaharlal Nehru Port Authority in form of BG / Insurance Surety Bond / FDR format/ DD/NEFT-RTGS in favor of "Jawaharlal Nehru Port Authority", payable at Mumbai from any Nationalized/ Scheduled Bank only. Refer Clause 4.11 for respective plot EMD amount.

		NEFT data – JNPA Bank of India, PUB, Sheva Saving A/c 123210110006024 IFSC Code - BKID0001232 MICR Code - 400013100
4	DOWNLOADING OF TENDER DOCUMENTS	Tender Documents can be downloaded from the official web – site of Jawaharlal Nehru Port Authority www.jnport.gov.in or https://eprocure.gov.in
5	START DATE FOR SALE OF THE RFP	21/09/2023
6	LAST DATE FOR RECEIVING PRE-BID QUERIES	26/09/2023 till 3.00 pm, Queries to be sent only by email to jnpsez@jnport.gov.in
7	PRE-BID CONFERENCE	27/09/2023 at 11.30 am at JNPA Administration Building, Conference room, Ground floor.
8	AUTHORITY RESPONSE TO QUERIES LATEST BY	As per process (tentative 15 days from the pre bid meet date)
9	CLOSE DATE FOR SALE OF RFP	24/10 /2023 at 11 am
9	BID DUE DATE	24/10/2023 till 11.30 am
10	OPENING OF BIDS	25/10 /2023 at 12.30 pm. (Online)

11	TECHNICAL EVALUATION OF BIDS AND ANNOUNCEMENT OF TECHNICALLY QUALIFIED BIDDERS	As per process (tentative 15 days from the last date of submission of bids)
11	ANNOUNCING SHORTLISTED PARTIES AND FINANCIAL BID OPENING	As per the process (tentative 2 to 3 days from the date of announcing of technically qualified bidders)
12	DATE OF AUCTION	To be intimated later as per process
13	ANNOUNCING THE SELECTED BIDDER	After the successful auction as per process
14	ISSUE OF THE LETTER OF INTENT (LOI)	Tentatively within 7 days from the approval of E-Auction bid
15	ISSUE OF THE LETTER OF APPROVAL (LOA) FROM DC, SEEPZ, MUMBAI	Within 90 days from the date of issuing of LOI
16	SIGNING OF THE LEASE DEED	On Completion of the Conditions Precedent given in this document
17	POSSESSION OF LAND	Upon signing of the lease deed
18	COMMENCEMENT OF OPERATIONS	As per SEZ Act 2005, operations should be started within 365 days of issue of Letter of Approval from Development Commissioner or within such extended period as approved by Development Commissioner office from time to time

19	VALIDITY OF BIDS	180 Days from the date fixed for opening of Technical Bid
20	NAME AND ADDRESS WHERE QUERIES / CORRESPONDENCE CONCERNING THIS REQUEST FOR PROPOSAL IS TO BE SENT	Email – inpsez@inport.gov.in ; JNPA SEZ cell Mr. Dulange – 022-67814624 SEZ site office: Udhyam Bhavan, JNPA SEZ, Near Speedy CFS, Navi Mumbai- 400 707
21	ADDRESS WHERE BIDDERS MUST SUBMIT PROPOSAL	Chief Executive Officer JNPA Special Economic Zone Jawaharlal Nehru Port Authority, Admin Building, Sheva, Navi Mumbai – 400 707, Tel – 022-2724 / 6781 4197 (PS) Fax : 022-27244178
22	MISCELLANEOUS NOTES	<ul style="list-style-type: none"> • The Tender Fee and EMD in physical form should be submitted to JNPA SEZ Office before closing of the Bid Due Date and Time. • Bidder can give offers for one or more plots by paying the requisite fee and EMDs as mentioned above. (for multiple plot bidding, tender fee to be paid once and the separate EMD as per the EMD indicated against respective plot to be submitted). If successful in more than one plot, multiple plots can be allotted to a single bidder. • Tender documents are to be downloaded from JNPA / E-procurement web site by the Bidder • The Bidder is responsible to download all the Addendums/ Amendments / Errata/ Replies to the queries of the Bidder etc., if any, from the web site before submission of the tender. Any shortfall in submissions of the said Addendums/ Amendments/ Errata/ Replies to the queries of the Bidder etc. along with the downloaded documents while submitting the tender will not be considered. Incomplete tender documents observed in technical bid shall be

		<p>rejected outright.</p> <ul style="list-style-type: none">• The Bidder should go through the tender document, tender procedure and refer the procedure stipulated for bidding• The Bid shall be submitted online strictly in accordance with the instructions in the tender document. Only the BG / Insurance Surety Bond / FDR of EMD and DD/pay order/NEFT of Tender Fee shall be sent in original to, Chief Executive Officer, JNPA Admin Building, SEZ cell, Sheva - 400707 for the purpose of realization. EMD & Tender fee shall be paid before due date and time of the bid submission. Scanned copy of BG / Insurance Surety Bond / FDR format of EMD and DD/pay order/NEFT of Tender fee instruments to be submitted online along with the bid documents
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Chief Executive Officer,
Special Economic Zone, JNPA

CHAPTER- 2
INTRODUCTION

2.0 INTRODUCTION

2.1 Background

JNPA is the largest container Port in India, handling traffic of over 6.0 million TEU's. JNPA is ranked among top container ports in the world. In line with the objective of Port led industrialization, a Special Economic Zone (SEZ) project was conceptualized by JN port and incorporated in the Land Use Plan of the port. The SEZ is a first-of-its-kind major port industrial complex in the country and developed on 277.38 Ha of free hold land of JNPA.

SEZ are governed by The Special Economic Zone Act, 2005, and amendments thereto. The aim of a Special Economic Zone, as laid out in the Act, is generation of additional economic activity, promotion of exports, promotion of investment, creation of employment and development of infrastructure. Any goods or services exported out of, or imported into, or procured by a unit in a special economic zone from a domestic tariff area shall, subject to such terms, conditions and limitations, as may be prescribed, be exempt from the payment of taxes, duties or cess. Provisions of Income-tax Act, 1961 will apply with certain modification in relation to Developers and entrepreneurs in an SEZ, as per section 10AA.

The site is around 15 km from Navi Mumbai and around 40 km from Mumbai city. It is approximately 5 Km from the port operations. There is existing industrial infrastructure in form of an oil tank farm area opposite to the SEZ site and a petroleum pipeline running parallel to the railway line. The SEZ project is envisaged to be a Port Based Multiproduct SEZ, with a focus on sectors of India such as Logistics, Engineering Goods, Electronics & Electricals, Auto & Auto components, Food Processing amongst others. Other industries which can contribute to the port container traffic and are non-polluting in nature can also be allowed.

The developed industrial infrastructure for site includes development of all basic infrastructure including power, water, sewage treatment and road connectivity. Basic utilities like water, power and sewage line will be provided at edge of the plot boundary. The Developer (JNPA) is investing over Rs. 500/- Crores for development of this infrastructure. The maintenance cost for maintaining the infrastructure will be borne by lessees of the Special Economic Zone. The maintenance charges (service charges) will be finalized based on actual expenditures from time to time by JNPA.

The project area has been developed with the optimal mix of non-polluting export-oriented sectors which will boost container traffic at the port. JNPA intends to develop the project and allocate land within the framework of existing Land Policy Guidelines for Major Ports. The unit holders shall abide by SEZ Act 2005 and SEZ Rules 2006 or any subsequent updates issued by SEZ regulatory body

State labor policies are applicable in the JNPA SEZ. Adequate residential facilities are available around the SEZ site. Units can apply for accommodation in JNPA Township (same to be allocated basis availability)

Project proponent	Jawaharlal Nehru Port Authority
Project Location	Jaskhar, Sawarkhar, Sonari, Karal, Taluka Uran, District Raigad, Maharashtra
Total SEZ Area	277.38 hectares
Approach Road	Direct access by Mumbai Goa Highway- NH4B and NH 348A (old SH 54) (Port Road)
Distance from Major Growth Centre/nodes of the State	<ul style="list-style-type: none"> • JN Port- 5 km • Mumbai - 40 km • Navi Mumbai- 15 km • Pune - 150 km
Mode of Development	EPC mode for development of all basic utilities and other infrastructure
Current Project Status	<ul style="list-style-type: none"> • Formal Approval granted from Union Ministry of Commerce and Industry on July 2014 • Environmental Clearance Status : Environmental Clearance awarded in December 2014 and Revised EC (under modernization) obtained in December 2019 • Electrical distribution licensee from MERC, GoM • The infra development work is completed • 9 units amongst 32 units to whom land is allotted have generated their first export invoice from their JNPA SEZ unit • JNPA SEZ is the first Port based operational (W.E.F June 2020) multi product SEZ PAN India <p>JNPA is the Special Planning Authority with sanctioned Zone Plan and Development Control and Promotion Regulations</p>
Expected date of possession	<ul style="list-style-type: none"> • Plots covered in this round of tendering will be handed over (post signing of lease deed)

2.2 Scope of Activities:

- a) The land is being provided for setting up Manufacturing/ Industrial/Warehousing/Services units in the processing zone of Special Economic Zone (as per provisions of approved services of SEZ Act & Rules and Amendment thereof).
- b) The land being leased out as part of this tender to unit holder / co -developer for setting up units by unit holder / co-developer in specific industries. Successful bidders will be allowed to set up non-polluting units having requisite approvals from MPCB within these specified industry segments mentioned as part of this document. If required, the unit-holder will have to set up an effluent treatment plant at own cost.
- c) Successful bidder is also required to secure the Letter of Approval from the Development Commissioner for setting up of the unit in the Special Economic Zone and co-developer will be required to secure the co-developer status from the Board of Approval, MoC&I, Gol.
- d) The Developer shall enter into the lease deed and give possession to successful bidders only after the issuance of Letter of Approval (LOA) by the Development Commissioner for units and Co-Developer status by the Board of Approval, MoC&I, Gol, to Co-Developer.
- e) The Selected Bidder for “Co-Developer” plot, shall form a special purpose vehicle incorporated under the Companies Act 2013 to execute the Co- Development Agreement, and shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project in accordance with the provisions of the tender documents and any subsequent agreement to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Selected Bidder will have to submit Form A1 from the SEZ Rules to the Development Commissioner who will forward it to the Board of Approval with his recommendations.
- f) The Approval shall specify the items of manufacture, projected annual export and earnings for the first five years of operations and any limitations
- g) Successful bidder is entitled to prepare and finalize building layout, plans and specifications for construction in the allotted plot and get it approved from the competent Planning Authority of the area which is at present JNPA Special Planning Authority. The sanctioned Development Control and Promotion Regulations of JNPA SPA are applicable, as per which the base FSI for industrial land is 1.2.

2.3 Description of Plots:

As part of this tender JNPA is inviting bids for Industrial plots for unit holder and/or co-developer. The list of the plots are given in below Table No 1. The locations of the plots can be seen in Appendix D. Land is allotted on 'As is Where is Basis'

Table No 1: List of plots for allotment on E-tender cum E-auction basis for setting up Industrial units at Special Economic Zone (SEZ) of JNPA'

Sr No	Plot No	Sector No	Area (in Sqm)	Area (in ha)	Area (in Acre)	Reserve Price Per SqM (INR)
List of plots for Unit holders						
1.	F16	7	4843	0.48	1.20	7683
2.	F14	7	3914	0.39	0.97	7683
3.	601	6	10166	1.02	2.51	8835
4.	607	6	12204	1.22	3.02	8451
5.	608	6	15137	1.51	3.74	8451
6.	408	4	4044	0.40	1.00	8451
7.	409	4	4057	0.40	1.00	8451
8.	410	4	4047	0.40	1.00	8451
9.	304	3	16135	1.61	3.99	7683
10	305	3	9064	0.91	2.24	8835
List of plots for Unit holders / Co-developer						
11	604+605+606	6	48572	4.86	12.00	8451
12	316	3	40806	4.08	10.08	8835
13	317+318+319	3	118186	11.82	29.20	9220
14	306+307+308	3	96633	9.66	23.88	8451
15	201+202+203+204 +205	2	84992	8.50	21.00	8451

Note: The plot areas are subject to final demarcation at site. The area may vary by +/- 5%

CHAPTER- 3
ELIGIBILITY CRITERIA

3.0 Eligibility Criteria:

All entities who wish to start a unit in SEZ as permitted under SEZ Act and Rules 2006 and amendment thereof including the entities willing to give services of warehouse and cold storage services to their clients are eligible to participate in the plot tender process.

Any Proprietorship Firm / Partnership Firm / Limited Liability Partnership/ Company registered under the Companies Act 1956 / 2013 or under the Partnership Act, 1932 or under the Limited Liability Partnership Act, 2008, as amended / modified / replaced from time to time or equivalent foreign laws shall be eligible to tender for plot. The following documents shall invariably be submitted along with the technical bid.

1. Tender Fees of Rs.23,600/- (Rupees Twenty-three Thousand Six hundred Only) (Non-refundable) to be paid to JNPA in form of Demand Draft/ Bankers Cheque/ Pay Order / NEFT in favour of "Jawaharlal Nehru Port Authority", payable at Mumbai from any Nationalized/Scheduled Bank.

NEFT data –

JNPA

Bank of India, PUB, Sheva

Saving A/c 123210110006024

IFSC Code - BKID0001232

MICR Code - 400013100

2. E.M.D. for each plot is to be paid to Jawaharlal Nehru Port Authority. In form of Demand Draft / bankers cheque / Pay Order/ NEFT in favor of "Jawaharlal Nehru Port Authority", payable at Mumbai from any Nationalized / Scheduled Bank only through Regd. Post AD / Speed Post only.

NEFT data –

JNPA

Bank of India, PUB, Sheva

Saving A/c 123210110006024

IFSC Code - BKID0001232

MICR Code – 400013100

3. Tender document including Lease Deed and all the Addendums/ Amendments/ Errata/ Replies to the queries duly signed and stamped at each page by the authorized person. The bidder will also enclose an undertaking that no changes have been made in the document

4. Form of Application attached as Annexure A along with Form of Undertaking attached as Annexure B
5. Attested true copy of Partnership deed in case the application is submitted by partnership firm, attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with Certificate of Incorporation.
6. Status of firm, name and designation of the proprietor/ partners/ directors/ shareholders etc. with profit sharing ratio and/or share holding pattern certified by Concern authorities/ Chartered Accountant/Company Secretary Online.
7. Power of Attorney in favor of the person signing the application, bid documents and undertaking on behalf of a partnership firm or resolution of the board of directors in case of company
8. Copy of PAN card.
9. Details of pending litigations of party with Jawaharlal Nehru Port Authority.
10. Business plan for the proposed Manufacturing / Industrial unit (as per Annex-E). The minimum guaranteed investment is expected to be over and above Rs 3.00 Crore/Acre apart from upfront lease premium of the Land. UNDERTAKING FOR FIT AND PROPER CASES. For Co-developer the Minimum Guaranteed Investment is expected to be over and above Rs 1.5 Cr / acre apart from upfront lease premium.
11. For demonstrating financial capacity of "Co-developer", the Bidder shall have:
 - a) Average annual turnover of the Bidder during the last three financial years (FY 2020-21,2021-22,2022-23) shall be as given in table below –

Sr. No.	Plot Number	Area (in Ha)	Area (in Acre)	Minimum Average Annual Turnover of Bidder (in Rs Crores)
1	604+605+606	4.86	12.00	25
2	316	4.08	10.08	
3	306+307+308	9.66	23.88	50
4	201+202+203+204+205	8.50	21.00	
5	317+318+319	11.82	29.20	75

- b) The Bidder shall have positive networth at the end of the year FY 2022-23.
- c) In case any bidder wishes to apply for multiple plots as co-developer then the turnover criteria is applicable as per the sum total area of plots for which bids are submitted. The relevant audited balance sheet and CA certificate on net worth to be submitted to developer.

Format for filling the financial capacity is enclosed as Annexure K

12. NEFT Mandate form for bidder to receive payments if any from JNPA (as per Annexure G)

13. Checklist for Consolidated bid details to be submitted (as per Annexure H)

CHAPTER- 4
INSTRUCTION TO THE BIDDERS

4.0 INSTRUCTION TO THE BIDDERS

4.1 Schedule for e-tendering/auctioning is as under:

- i. Tender Document to be downloaded from the official website of Jawaharlal Nehru Port Authority www.jnport.gov.in OR <https://eprocure.gov.in>.
- ii. Tender Fees (Non- refundable) of Rs.2-3,600/- (Rupees Twenty- three Thousand Six hundred Only) is to be submitted to JNPA in form of Demand Draft/ bankers' cheque/ pay order/ NEFT in favour of "Jawaharlal Nehru Port Authority", payable at Mumbai from any Nationalized/ Scheduled Bank

NEFT data –

JNPA

Bank of India, PUB, Sheva

Saving A/c 123210110006024

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- iii. EMD as mentioned in clause 4.11 for individual plot is to be submitted to Jawaharlal Nehru Port Authority in form of BG / Insurance Surety Bond / FDR in favour of "Jawaharlal Nehru Authority", from any Nationalized/ Scheduled Bank

Demand Draft (DD)/ Bankers' Cheque (BC)/ Pay Order (PO)/ NEFT for Tender Fee and BG / Insurance Surety Bond / FDR for E.M.D shall be submitted in electronic format (by scanning) while uploading the bid. Accordingly offer of those shall be opened whose BG / Insurance Surety Bond / FDR for E.M.D. & DD/PAY ORDER/NEFT for tender fee is received electronically. However, for the purpose of realization, bidder shall send the same in original to Chief Executive Officer, Special Economic Zone before the bid due date

- iv. If any queries regarding tender documents, the list of queries may be sent on email to jnpsez@jnport.gov.in
- v. Pre-bid meeting at Conference Hall, JNPA Admin building, Sheva, Navi Mumbai – 400 707.
- vi. Key dates related to this tender have been mentioned in the Notice Inviting Tender (NIT).
- vii. Auction to take place only for plots where qualified bid is received. Online auction date and time for the Plot will be intimated in due course to technically and financially qualified bidders.

4.2 Downloading Tender Documents:

Tender documents will be available on website up to date and time as shown above. Bidder who wish to participate in this tender shall have to register on web

site <https://inport.gov.in> under Tenders tab OR look in <https://eprocure.gov.in> portal

4.3 Online Submission of Tender

- a) Bidders can prepare and add on their bid any number of times prior to the last date and time prescribed for tender submission. However, the Bidder shall not be permitted to be edited in any case after the last date and time prescribed for submission of tender as specified here under. No written or online request in this regard shall be entertained.
- b) Bidders shall submit their tender in electronic format only on above mentioned website and prior to the date and time mentioned above, and the tender shall be digitally signed by the authorized person of the Bidder. Tender documents in any other form including in physical form shall not be accepted and the same shall be accepted in the electronic format only.

4.4 Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

4.5 Registration:

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge. Also refer following links for Help <https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>.
For Guidelines for bid submission - https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf
For Bidders manual kit- <https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page>
FAQ- <https://eprocure.gov.in/eprocure/app?page=FAQFrontEnd&service=page>
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature

Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

4.6 Searching For Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4.7 Preparation of Bids

- a) The tender document comprises of 03 (three) parts (i) EMD and Tender Fees, (ii) Technical bid and (iii) Commercial / Financial bid.
- b) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- c) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which

helps in reducing size of the scanned document.

- e) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Please note: The bidder is required to submit documents uploaded in “My Space” with each tender separately. The bidder should take care that all relevant documents from “My Space” have been submitted as part of the bid documents for this specific tender.

4.8 Submission of Bids

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Checklist for Consolidated bid details to be submitted is attached as Annexure H.
- c) Bidder has to select the payment option as “offline” to pay the tender fee and EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD and tender fee as per the instructions specified in the tender document. (while entering BG details for EMD amount select the highest amount of the BG, irrespective of the applied plot /s, as this is multiple plot e-tender cum e-auction under single tender) The original should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the BG / Insurance Surety Bond / FDR and DD or any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid may be rejected.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the

white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 20bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.9 Assistance to Bidders

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk No.: 0120-4200462 or Email: and copy to jnpsez@jnport.gov.in
- c) Details as required shall be up loaded in electronic format only. During the opening of online technical bid if it is found that above details as mentioned are not submitted in electronic

format, tenders of such Bidder shall not be considered.

4.10 Schedule of Rates & Differential Pricing for the plots

JNPA Board has approved the base rate and Differential Pricing policy based on the preferential location of plots. The base rate for leasing the plots on 60 years' lease is Rs. 7683/-per Sqm. The preferential location premium charges on the base rate is based on the location of the land / plots ranging from 5 % to 20%. Table No 2 shows the category wise Differential Pricing for plot / Land allotment in SEZ.

Table No. 2: SOR & Differential Pricing for the plot allotment in SEZ

Category	Particular	Description	Reserve price Rs.
1	Internal Plot having access/facing 18 mtrs wide road	Base Rate	7,683/-
2	Corner Plot with access/facing two 18 mtrs wide roads	5% Premium on Base Rate	8,067/-
3a	Corner Plot with access from 18 mtrs road on three sides	10% Premium on Base Rate	8,451/-
3b	Internal Plot with access from 24 mtrs and above road width	10% Premium on Base Rate	8,451/-
4a	Corner Plot with one access from 24 mtrs and above road width and second/third access from 18 m wide road and above	15% Premium on Base Rate	8,835/-
4b	Internal Plot with access on two sides from 24 mtrs road and above width	15% Premium on Base Rate	8,835/-
5	Corner Plot with access from 24 mtrs and above wide road on three sides	20% Premium on Base Rate	9,220/-

4.11 List of Plots

The Detailed List of 15 nos of plots for allotment on E-tender cum E-auction basis for setting up Industrial units at Special Economic Zone at JNPA is given in Table no.3

Table No. 3: List of Plots For Allotment In Sector 2, 3, 4, 6 & 7

Sr No	Plot No	Sect or No	Area (in Sqm)	Area (in ha)	Area (in Acre)	Reserve Price Per SqM (INR)	EMD in INR
List of plots for Unit holders							
1.	F16	7	4843	0.48	1.20	7683	160050
2.	F14	7	3914	0.39	0.97	7683	129340
3.	601	6	10166	1.02	2.51	8835	335960
4.	607	6	12204	1.22	3.02	8451	403320
5.	608	6	15137	1.51	3.74	8451	500260
6.	408	4	4044	0.40	1.00	8451	133650
7.	409	4	4057	0.40	1.00	8451	134090
8.	410	4	4047	0.40	1.00	8451	133750
9.	304	3	16135	1.61	3.99	7683	533230
10	305	3	9064	0.91	2.24	8835	299540
List of plots for Unit holders/ Co-developer							
11	604+605+606	6	48572	4.86	12.00	8451	1605230
12	316	3	40806	4.08	10.08	8835	1348550
13	317+318+319	3	118186	11.82	29.20	9220	3905830
14	306+307+308	3	96633	9.66	23.88	8451	3193540
15	201+202+203+204+205	2	84992	8.50	21.00	8451	2808810

Note: The plot areas are subject to final demarcation at site. The area may vary by +/- 5%

4.12 Submission of Tender Fees, EMD:

- a) Tender Fees (Non-refundable) of Rs. 23,600/- (Rupees Twenty Thousand Only) by Demand Draft/banker cheque/Pay order in favor of Jawaharlal Port Authority payable at Mumbai from any Nationalized/Scheduled Bank only shall be accepted. EMD as mentioned below for individual plot is to be submitted to Jawaharlal Nehru Port Authority in form of BG / Insurance Surety Bond / FDR format in favor of "Jawaharlal Nehru Port Authority", from any Nationalized/ Scheduled Bank.

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Note – The bidder can give offers for one or more plots by paying separate BG / Insurance Surety Bond / FDR of EMDs. If any bidder is successful in more than one plot, he can be allotted respective multiple plots. The EMD of respective plots in cases where bidder is unsuccessful will be refunded after 30 days from the declaration of successful bidder of said plot.

- b) The Tender Fees in the form of DD/NEFT and EMD in the form of BG / Insurance Surety Bond / FDR shall be submitted so as to reach the Office of the Chief Executive Officer, Special Economic Zone, Jawaharlal Nehru Port Authority through Registered AD Post /Speed Post / In-person. The cover containing Tender fees in the form of DD/NEFT and EMD in the form of BG / Insurance Surety Bond / FDR shall be super-scribed by “TENDER FEES AND E.M.D. FOR “E-tender cum E-auction for allotment of 15 plots for setting up Industrial SEZ unit at Special Economic Zone (SEZ) of JNPA”.
- c) In case of queries regarding tender documents, the list of queries may be sent to JNPA SEZ Cell, through email to jnpsez@jnport.gov.in

4.13 Pre-bid meeting

Pre-bid meeting will be held in the JNPA Administration Building Office, Conference Hall, Ground floor, Sheva, Navi Mumbai – 400 707 as per date specified in the document, for the required clarifications

4.14 Opening of Technical tender

Technical tenders shall be first opened online, on the date specified in the document above, in the Office of Chief Executive Officer , Special Economic Zone, Jawaharlal Nehru Port, Administration Building, Sheva, Navi Mumbai - 400 707. Technical bid shall be evaluated as per procedures mentioned in the tender documents. The decision of the tender committee on evaluation of the bids shall be final and binding to every Bidder.

4.15 Opening of Commercial / Financial bid

Commercial or Financial bid of only technically qualified bidders, whose technical bid is accepted shall be opened. Further details/clarification if any will be available from the Office of Chief Executive Officer, Special Economic Zone, Jawaharlal Nehru Port, Administration Building, Sheva, Navi Mumbai 400707 Telephone No. 022 – 67814623/24. The tender documents fees for online tender documents shall not be refunded under any circumstances.

4.16 JNPA'S Right to Annul the Bidding Process

- a) Notwithstanding anything contained in this tender document, JNPA reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.
- b) JNPA reserves the right to invite revised Technical Tenders and / or revised Financial Tenders from Bidders with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c) JNPA reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

4.17 Amendments

- a) At any time, prior to the last date for submission of tenders, JNPA reserves the right to amend and modify the tender document. The amendments so carried out shall be forwarded to all the prospective bidders prior to the last date for submission of the tender in writing either by post or by Fax and e mail including displaying the said amendment on JNPA web site. The prospective bidders shall immediately acknowledge receipt thereof either by post or by fax.
- b) The amendment so carried out shall form part of the tender and shall be binding upon the bidders. JNPA may at their discretion, extend the last date for submission of the tender, to enable the bidders to have reasonable time to submit their tender after taking into consideration such amendments.

4.18 Language of Tender

The Tender submitted by the bidder and all correspondence and documents relating to the Tender exchanged by the bidder and the JNPA shall be written in the English language. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

4.19 Currency for the Tender

The bidders are required to quote their offer as per price schedule of the tender document in Indian Rupees only.

4.20 Applicability of JNPA SEZ SOR:

The Reserve Price in terms of Upfront Premium for the period of 60 years has been mentioned in tender documents. The Bidders shall have to bid equal or above the reserve price for the plot. Any bid quoting rates below the reserve price shall be rejected outright.

4.21 Deadline of Submission of the Bids

Bids must be received by the Lessor i.e. Jawaharlal Nehru Port Authority in On- Line System at website www.inport.gov.in OR <https://eprocure.gov.in> not later than deadline mentioned in this document. In the event of the specified date for the submission of bids being declared a holiday by the Lessor i.e. Jawaharlal Nehru Port Authority, the Bids will be received up to the appointed time on the next working day. The Lessor i.e. Jawaharlal Nehru Port Authority may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Lessor i.e. Jawaharlal Nehru Port Authority and the bidders previously subject to the original deadline will then be subject to the new deadline. At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the Bidder shall be liable for legal action for the lapses.

4.22 Late Bids

After the deadline prescribed the bids cannot be submitted in the On-Line System.

4.23 Bid Opening and Evaluation

On the due date and appointed time, the Lessor i.e., Jawaharlal Nehru Port Authority will first open technical bids of all bids received. If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected, and the Bidder will be informed accordingly. All valid Financial Bids shall be opened on the specified date from declaring the results of the Technical Bid.

4.24 Examination of Bids and Determination of Responsiveness:

Prior to detailed evaluation of Bids, the Lessor i.e. Jawaharlal Nehru Port Authority will determine whether each Bid:- (a) has been properly digitally signed, (b) meets the eligibility criteria (c) is accompanied by the required Bid security, and; (d) is responsive to the

requirements of the Bidding documents. A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions, and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one: (a) which effects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Lessor i.e., Jawaharlal Nehru Port Authority's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

If a Technical Bid is not substantially responsive, it will be rejected by the Lessor i.e. Jawaharlal Nehru Port Authority, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

4.25 E-Auction

- a) After opening of commercial / financial bids, plot will be put on e-auction and the Bidders, whose commercial / financial bids have been opened will be eligible to participate in the e-auction of the plot. The exact dates and other details will be provided in due to course
- b) After opening of commercial / financial bids, the total of the reserve price and the highest premium over and above the reserve price received for any particular plot will become the reserve price of that particular plot for e-auction and the participant bidders have to quote over and above that revised Reserve Price for getting that plot.
- c) The plots with qualified bid will be put up for e-auction. The sequence for the e-auction to be the same as the order of the plots listed in Clause 4.11
- d) Generally, the Highest Bidder of e-auction shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

4.26 Expenses for Bidding

JNPA will not be responsible for any expenses incurred by the Bidder in connection with the preparation and submission of Bids.

4.27 Validity of Bids

The tender shall remain valid for acceptance for a period of 180 days from the date fixed for opening of Technical Bid. JNPA reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the bidder agreeing to the extension, the bidder shall correspondingly extend the validity of the tender suitably along with valid extension of the Bank Guarantee furnished towards EMD against this Tender (if BG applicable). In case bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such bidders shall be refunded after award of the plot.

CHAPTER- 5
TENDER PROCESS

5.0 TENDER PROCESS

a) The Bidder shall submit the tender in three volumes as described below:

Volume I : EMD and Tender Fees

Volume II : Technical bid

Volume III : Commercial or Financial bid

b) The Technical bid shall invariably be submitted along with information/ documents as required under the eligibility clause, failing which, tender shall be rejected and commercial / financial tender of such Bidder shall not be opened.

c) The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The Bidder shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.

d) The EMD of the unsuccessful Bidder will be released after 30 days after the declaration of successful Bidder. Whereas, in the case of successful Bidder, the EMD will be released only after payment of 1st Instalment (i.e. 20% of total upfront lease premium). If the successful Bidder does not comply the conditions or accept the letter declaring him as successful Bidder, JNPA will forfeit EMD amount and the Bidder shall loose the right over the plot.

e) Tenders without Tender fees and EMD shall not be considered valid and Technical bid of those Bidder shall not be opened.

f) Commercial or financial bids of only technically qualified bidders will be opened and will be considered.

g) Bidders that quote equal or over the reserve price in the commercial / financial bid and are technically qualified will be invited to participate in the e-auction process.

h) Details of the e-auction process will be shared with the techno-commercially qualified bidders post opening of the bids

i) The allotment of the plot will be made to the techno-commercially qualified, highest Bidders of plot in e-auction and will be subject to the approval of Jawaharlal Nehru Port Authority Board / Competent Authority

CHAPTER- 6
TERMS & CONDITIONS

6.0 TERMS & CONDITIONS

6.1 Applications received prior to inviting online bids

All the offers / EOI(s) received prior to inviting online bids as mentioned herein shall be treated as cancelled. The bids received through online tendering shall only be considered

6.2 Plot to be inspected by bidder before bidding

The bidder should inspect the site and carry out its own due diligence for the plot being leased at their own cost and should satisfy itself with respect to all aspects of the plot like size, site conditions, title, Governing regulations, development plan for the SEZ, its suitability and surrounding area, etc. If required, the bidder may also conduct a soil study may be conducted by the bidder with a prior intimation to JNPA and a copy of the report to be submitted to JNPA thereafter. The plot is being offered for lease to the successful bidder “ As is Where is Basis and whatever there is basis” and no claim with respect to the size, site conditions, title, Governing regulations, development plan for the SEZ, its suitability and surrounding area, etc shall be entertained by JNPA and JNPA will not be responsible for any such claim.

6.3 Bid document to be read and understood carefully

The Bidder shall be deemed to have read carefully all the Instructions and conditions stipulated in the tender documents and understood the tender documents and any subsequent amendments.

6.4 Area of Plot

The plot numbers and the area or thereabout are mentioned in the table in Clause 4.11 The e-auction sequence of the plots to be in the order in which they are listed in Clause 4.11

6.5 Details of Status/ Constitution of the Bidder

The Bidder shall invariably mention in the Tender Documents Status of the Firm, Name and Designation of the Partners/Directors/Share Holders etc. with shareholding pattern along with certified copy of all relevant documents.

6.6 Authority in Signing Tender Documents

- a. The tender, if submitted on behalf of principals or a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or all the partners constituting the firm or the Principals as the case may be.
- b. In the event, the tender is signed by some of the partners or other persons or the Agents, the tender should be accompanied by a valid Power of Attorney duly executed by partners/Principals specifying that the partners or person/s or Agents signing the tender

has the authority to bind them or the firm as the case may be, in all matters pertaining to the tender.

- c. In case of a company, the tender should be signed by a person holding a valid Power of Attorney executed in his favor in accordance with the constitution of the company.

6.7 Earnest Money Deposit

The E.M.D. in form of BG / Insurance Surety Bond / FDR format/DD/NEFT-RTGS with the validity of 180 days and claim period of 6 months, to be submitted in favour of 'Jawaharlal Nehru Port Authority' drawn on any Nationalized/ Scheduled Bank and payable at Mumbai on or before the due date and time of submission of the Bid. EMD of the successful bidder will be released after payment of 1st Instalment (i.e. 20% of total upfront lease premium).

6.8 Security Deposit

For successful bidders, the Security Deposit shall be 5% of the total upfront lease premium in the form of BG and to submit the same before signing of the Lease deed. The security deposit BG will be kept valid for the entire duration of the lease period. The said BG will be returned to the bidder at the end of the lease term post compliance of all condition precedent, possession of land and settlement of all dues

6.9 Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids before the deadline on the website. No Bid can be modified after the deadline for submission of Bids. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the encashment of BG / Insurance Surety Bond / FDR of EMD.

6.10 Process to be Confidential

After the public opening of tenders, information relating to the examination, clarifications, evaluation and comparison of tenders and recommendations concerning award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

Any effort by bidders to influence the Employer in the process of finalization of tenders may result in the rejection of the Bidder's Tender.

6.11 Right of acceptance or rejection of any Bid

Unless the possession of the land is offered by Jawaharlal Nehru Port Authority with the sanction of the appropriate Authority after receipt of all payments and security deposit from the Bidder, mere submission of Bid, BG / Insurance Surety Bond / FDR format of EMD and offering of premium will not confer any right or interest in favour of the Bidder for allotment of land. Jawaharlal Nehru Port Authority reserve the absolute right to reject any Bid at any

time without assigning any reason thereto.

6.12 EMD may be liable to be forfeited

- a. If a bidder withdraws his tender during the period of tender validity.
- b. In case, the bidder is found to have provided false information/ submitted forged documents.
- c. In case bidder fails to comply with any terms of RFP or the LOI issued by JNPA.

Provided further that, in the event that, there is non-compliance with the terms and conditions of the RFP after the refund of the EMD subsequent to the 1st installment payment, amount equivalent to the EMD shall be liable to be forfeited/ deducted from the payment made.

6.13 Allotment

The allotment of the plot will be made to the techno-commercially qualified, highest Bidders of respective plot in e-auction and will be subject to the approval of Jawaharlal Nehru Port Authority Board / Competent Authority.

6.14 Indemnifying Jawaharlal Nehru Port Authority

The allottee shall have to indemnify Jawaharlal Nehru Port Authority against any loss/damages to property or lives arising out of use of land.

6.15 Lease Deed Execution

After E-Tender-cum-E-Auction process Jawaharlal Nehru Port Authority will issue a Letter of Intent to the successful Bidder(s) of respective plot. The successful Bidder shall, within stipulated time satisfy the condition precedents and payment schedule specified in RFP or Letter of Intent for land allotment, post which the Lease deed will be executed. The draft of lease deed is enclosed as Annexure J. The possession of the land will be given only post successful execution of the Lease deed. Post payment of entire upfront lease premium the lease deed must be executed within 3 months from the last date of full payment of lease premium and failure to do so may attract cancellation of the allotment and JNPA shall also have the right to forfeit the EMD and an additional amount equivalent to 10% of the total upfront lease premium paid.

6.16 Lease Period

“Lease period” means the term of lease shall be of 60 (sixty) years, for which the Demised Land is given on lease to the Lessee, commencing from the date as mentioned in the Lease Deed, unless terminated earlier as per the terms of the lease.

Provided further that in case lessee makes any request for renewal of lease period after the expiry of the original lease period, the same shall be examined by the lessor as per the applicable Policy Guidelines for Land Management, Government guidelines, SEZ Act and Rules in vogue at the time of making such request.

6.17 Premium

The Reserve Price in terms of upfront payment for 60 years lease (Rupees per Sq. Mtrs.) for above mentioned plot has been fixed as shown in the Commercial / Financial Bid. The Bidder has to offer premium over and above the reserve price. Bidders quoting less than the reserve price will not be considered. The final premium amount for respective plot will be the highest quote received for the respective plot in e-auction. In case of any revision in reserve price same shall be informed in advance to all participants.

6.18 Minimum Guaranteed Investments

The Bidder shall furnish as part of its Technical Bid, a business plan (the "Business Plan") in the format provided in Annexure E. The Business plan shall briefly cover the key drivers, the facilities planned, the envisaged investments and the estimated employment to be generated. The bidder needs to prepare his business alignment as per the authorized services in the SEZ Act and Rules and amendments thereof. The Bidder shall also specify a minimum amount of investment (the "Minimum Guaranteed Investments") that the Bidder commits to make within a period of 2 years from the date of execution of the lease deed. The amount shall need to be necessarily higher than Rs.3 crore per acre (for unit) and Rs 1.5 crore per acre (for co-developer- plots above 10 acre). In this investment, capital investments in buildings/ construction will also be counted.

6.19 Lease Rent

Lease rent shall mean lease premium plus annual rent @ rate of Rs 1/ sq mtr / annum. The Lessee shall pay an annual Rent at the rate of Rupee One per Square Meter (the "**Lease Rent**") for the Demised Land during the Lease Period, as per Clause 11.2(d) of the Policy Guidelines for Land Management, 2014 in addition to lease premium paid upfront. The annual Rent @ Rs 1/- sq mtr/ annum shall be payable by means of pay order/ NEFT/RTGS/ demand draft drawn in favour of the Lessor, payable at Mumbai or at any place as may be notified by the Lessor. The first annual rent shall be made on the execution of this Deed and subsequent annual Rent @ Rs 1/ sq mtr/ annum shall be paid on 1st day of January every year till the expiry or early termination of this Deed.

6.20 Time line for Compliances and Payment

The detailed payment schedule is as given in below Table:

Installment	% of the Upfront Lease Payment	Timelines for the payment
1st Installment	20%	For unit holder: Within 3 months from the date of Letter of Intent (LOI). For Co-Developer: Within 3 months from the date of Letter of Intent (LOI)
2 nd (Final) Installment	80%	For unit holder: Within 3 months from the date of Letter of Approval (LOA) from Development Commissioner. For Co-Developer: Within three months from the date of approval of co-developer status from BOA MoC&I.

PROVISO:

No extension of time shall be granted by the lessor in making payment of the amount payable in terms of the lease of plot by the lessee except in rare circumstances in which case the lessor reserves the right to grant extension subject to approval of its competent authority and levy of penalty, interest charges and conditions as may be levied by the lessor.

- All the condition precedent for lease deed execution to complete by the bidder. Also refer clause 6.21
- The allotment/ possession of plot under this policy will be deemed to commence from-
 - The date of handing over of the possession of the plot to the allottee only after, making full payment of upfront lease premium and
 - BG towards Security Deposit to the Jawaharlal Nehru Port Authority and execution of lease deed.
 - In case of non- payment, the developer may forfeit any security deposits and payments made till that time.
- The total upfront lease premium shall be calculated based on the on-site plot measurement at the time of signing of Lease deed, which may vary from the measurements indicated on the drawing in the tender document by up to (+/-) 5% due to minor modifications to the land development plans.

It is further to note that,

- The unit holder needs to submit its application for setting up of unit in JNPA SEZ to Development Commissioner (DC) office at the earliest and in no case not later than **45 days** from issuance of LOI,
- The Co- developer shall sign the co-development agreement after incorporating the SPV within 3 months from the date of LOI and apply for co-developer status to BOA, MoC&I, GoI through DC office. The draft Co-development agreement is enclosed as Annexure L.
- Failure to do so, the LOI is liable to be terminated and the EMD is liable to be forfeited. Also 5% of the upfront lease premium paid (from the 1st instalment paid) shall be deducted and the balance amount will be refunded.
- The Lessee has to comply with the provisions of SEZ Act 2005 and SEZ Rules 2006 as amended and all applicable guidelines and timelines as mentioned therein with respect to the SEZ unit.
- Further, operations should be started within 365 days of issue of Letter of Approval from Development Commissioner. The Development Commissioner may grant further extension of 2 years based on the merits of the case and a third extension of one year can be granted subject to the condition that two-thirds of activities including construction relating to the setting up of the Unit is complete and a chartered engineer's certificate to this effect is submitted by the entrepreneur.
- In case of co-developer, the operation shall be started within the time as stipulated in the order issued by Board of Approval, MoC&I and as directed by JNPA from time to time.

6.21 Payment of Lease Premium by Lessee within stipulated timelines

- No extension of period for payment of 1st and 2nd instalment shall be entertained except, in rare circumstances and only after the approval of Competent Authority and with applicable penalty.
- Provided further that,
 - In case there is any delay in obtaining any approvals by the Lessor from its respective Ministry, the said period shall be exempted from levy of penal interest
 - In case there is any delay caused in grant of LOA by DC/ BOA by MoC&I as applicable, for any reason which is attributable to any fault or non-compliance or delay caused by the Lessee in submission of requisite documents/ information/ compliance etc. to DC office, the Lessor reserves the right to cancel the LOI.
 - In case, the MoPS&W does not approve the proposal for any reason whatsoever, the EMD along with the upfront lease premium paid shall be returned without any

interest.

- Also, if the application of LOA is rejected by Development Commissioner (DC) or MPCB NOC is not granted, the upfront lease premium will be refunded, after deduction/ adjustment of the amount equivalent to the EMD amount (which shall be forfeited) and the LOI granted shall stand cancelled.

6.22 Mortgage

NOC can be granted for mortgage of leasehold land, along with the permissible structures erected by the lessee thereon in favour of reputed financial institutions / scheduled banks, subject to the JNPA retaining the first charge on them and as per applicable laws, Policy Guidelines for Land Management and subject to conditions as may be prescribed by the lessor.

It shall be the duty of the Lessee to ensure that a specific term securing the right and interest of the Lessor as provided herein is categorically mentioned in the loan agreement executed between the Lessee and the Bank/Financial Institution. Provided further that, in all circumstances the first charge of the Lessor on the said Demised Land shall be over and above all other charges that may be created on the said Demised Land subsequent to the execution of this Deed. The Lessee shall also be bound to pay applicable fees/ charges as are levied by the Lessor, for the same.

Lessee is required to submit all particulars of borrowings and payment of necessary charges as stated by Jawaharlal Nehru Port Authority. NOC shall be granted post complete payment and signing of Lease Deed. The lessee is also required to submit proof of registration of JNPA first charge over the mortgaged asset with ROC and other statutory authorities as per law at its own cost.

6.23 Utilization of land

If the leased land is not utilized within two (2) years from signing of lease deed for the purpose for which it is allotted then the lease may be terminated.

Provided further that the lessee may submit the permission / extension letter from Development Commissioner/ Board of Approval, MoC&I confirming extension regarding utilization of lease hold land for the SEZ purposes for consideration of the lessor which may be examined by the Lessor as per the applicable rules and policies in vogue at time of making such request.

6.24 Responsibility of premises and cleanliness

a) Goods stored under the leased land shall be at the entire risk and responsibility of the lessee. The JNPA will not in any way take responsibility for pilferage, theft, fire or loss thereof. The lessee shall post their own watch to safeguard the goods stored at their allotted space and to prevent any unauthorized occupation of such space by others.

b) The successful Bidder shall be responsible for keeping the allotted areas clean to the satisfaction of JNPA and pollution-under-control as per applicable norm of State / Central Pollution Control Board and other statutory authorities during the entire lease period.

6.25 Indemnity

The lessee shall be liable to pay compensation and to make good any loss and reimburse to JNPA any cost towards any loss or damage occurred to any property, person or any third party arising out of or in any way in connection with the lease or the activities of the lessee as directed by JNPA.

The lessee shall indemnify JNPA against all claims filed against JNPA or which would be so enforceable against JNPA, in respect of any injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise in connection with the activities of the lessee or in connection with the leasehold land.

6.26 Electricity

The intending lessee shall obtain power connection by completing the formalities of the Electrical supply as specified by JNPA SEZ Electric department. Power connection, consumption deposits and other charges shall be paid by the intending lessee to JNPA as per the rate specified from time to time.

6.27 Water

The intending lessee shall apply for water connection from JNPA SEZ water supply department, and the same can be provided subject to following conditions. Water supply can be made available on payment of necessary Security Deposit, water connection and water consumption charges, subject to the following conditions:

a) Lessee shall install water meter duly certified by the authority and submit a copy of calibration certificate to JNPA.

- b) Lessee shall construct proper chamber for installation of water meter with proper lock and key arrangement.
- c) Cost of pipeline from the tapping point to the plot and the charges for tapping to JNPA pipeline shall be borne by Lessee. The Lessee shall build sufficient storage capacity.
- d) On grant of the temporary water connection, the Lessee shall pay to the JNPA water consumption charges at the notified rate as may be prescribed by the JNPA from time to time.

6.28 Damage to Existing Services

- a) Drains, pipes, cables, overhead-wires and similar services encountered in the course of the work shall be guarded from injury by the lessee at his own cost so that may continue in full and uninterrupted use to the satisfaction of the Lessor thereof or otherwise occupy any part of the site in a manner likely to hinder the operation of such services
- b) Should any damage be done by the Contractor to any mains pipes, cables or lines (whether above or below ground). Whether or not & shown on the drawings, the Contractor must make good or bear the cost of making good the same without delay to the satisfaction of Lessor.
- c) SEZ roads and approach roads including culverts used for transporting of Dry Excavated material and Stones should not be damaged or defaced with mud and muck of tyres. The tyres of the transport equipment should be cleaned prior to usage of road. Should any damage or defacing happen, the contractor must make good or bear the cost of making good to the satisfaction of lessor

6.29 Conciliation

In the event of any disputes between the parties, the same may be referred to conciliation through Conciliation Committee consisting of independent subject experts as a mechanism to dispute resolution. The Arbitration and Conciliation Act 1996 (as amended from time to time) shall apply in respect of Conciliation proceedings under this clause.

6.30 Dispute Resolution

In the event of any disagreement/ dispute between the Lessor and the Lessee which remain unresolved through conciliation, the same shall be resolved by adjudication as per Public Premises (Eviction of Unauthorised Occupants) Act, 1971 including any amendment thereof.

Notwithstanding above the parties shall also be free to approach SAROD Port for resolution of any dispute which remains unresolved through conciliation in which case the Arbitration and Conciliation Act 1996 (as amended) shall apply.

The parties shall also be at liberty to refer the dispute for resolution through Conciliation mechanism.

6.31 Force Majeure

- a) Notwithstanding the provisions of this deed, neither Party shall be eligible for damages or termination for default against the non performing Party, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) If a Force Majeure situation arise, the affected Party shall promptly notify the other Party in writing of such conditions and the cause thereof. Unless otherwise directed by the unaffected party in writing, the affected Party shall continue to perform its obligations under the deed as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c) In the event of occurrence of such FORCE MAJEURE event, the affected Party shall request in writing for extension of time schedule and the Parties shall renegotiate the time lines.
- d) "Force Majeure" shall mean:
 - (i) War (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy in each case involving or directly affecting the Parties;
 - (ii) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India and directly affecting the Parties;
 - (iii) Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Parties;

- (iv) Strikes, working to rule, go-slows and/or lockouts directly affecting the Parties;
- (v) Civil unrest, protest by any section of the society preventing the execution of this project;
- (v) Work stoppage pursuant to a court order or any Government departments;
- (vi) Non-receipt of requisite Government approvals and sanctions;
- (vii) Any effect of natural calamity, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, tornado or any act of God within India and directly affecting the Parties;
- (viii) Any event or circumstances of a nature analogous to any events set forth above.

6.32 Approvals from Statutory Authorities:

Jawaharlal Nehru Port Authority will only issue Letter of Allotment in the name of allottees. The allottees will have to obtain all required approvals from different statutory authorities as applicable, including Approval from Development Commissioner and MPCB clearance. The project Environmental Clearance for JNPA SEZ has been obtained. The same can be downloaded from JNPA website at http://jnport.gov.in/Writereaddata/data/Downloads/5MPCB%20Envi%20Clearance_JNP A%20SEZ.pdf

Jawaharlal Nehru Port Authority shall not be responsible for any loss/damages etc. occurring, if permission or approval are not granted. JNPA SEZ shall endeavor to facilitate such permission to the extent possible.

6.33 Use of plot:

The lessee shall not use the plot for any other purpose for which the allotment is made without the written consent of Jawaharlal Nehru Port Authority. The allottee shall not carry out any activity that may be considered detrimental to the interest of the Jawaharlal Nehru Port Authority or to the National security. Land to be allotted on "AS IS WHERE IS BASIS"

6.34 Inspection of plot by Authority

The allottee shall at all reasonable time allow access for inspection to the demised plot of land to the Authority, Jawaharlal Nehru Port Authority or its duly authorized officer or agent as aforesaid.

6.35 Sublease and Assignment

- a) The successful bidder who is allotted land as unit shall not assign, underlet, sub-

lease or part with the possession of the Land or any part thereof; or any building or buildings thereof or any part thereof; or any interest therein.

- b) For co –developer, the model of co developer business is based on leasing of land / built up space and hence the sublease is allowed with prior approval of Lessor (Developer) subject to approval from Development Commissioner, SEZ.

Any request made for transfer of lease or any other matter will be examined by Lessor subject to compliance of the provisions of the SEZ Act & Rules 2006 and amendment thereof and prevailing Government Guidelines, Policy Guidelines for Land Management (PGLM), etc. in vogue at the time of considering such request.

6.36 Change in ownership:

Transfer / change of equity/ reorganization etc. of the operational unit in Special Economic Zone can be done with prior written consent of the Jawaharlal Nehru Port Authority and other applicable authorities. Such request for consent shall normally be given subject to provisions of the SEZ Act & Rules 2006 and amendment thereof / prevailing Government Guidelines/ Policy Guidelines for Land Management (PGLM) in vogue at the time of considering such request. Transfer of equity shall be allowed only in case for operational units. This also is subject to approval from DC Office.

6.37 Transfer and Sub-letting

- a) The Lessee shall not transfer the lease without the consent in writing of the Lessor provided that the transferee takes over all the liabilities of the Lessee, and such transfer is limited to the unexpired period of the lease.
- b) Transfer shall be allowed only in case for operational units.
- c) Transfer fee shall be payable as decided by the Authority from time to time and the lessee also have to pay charges for transfer as are applicable as per applicable Policy Guidelines for Land Management (PGLM)/ other regulations and guidelines. The Transfer shall be subject to approval from DC Office.
- d) The subletting shall only be allowed for the co-developer SEZ unit where the business model of the lessee is based on subletting. This also is subject to approval from DC Office.
- e) In terms of the applicable Policy for Land Management, Sub-letting shall only be permitted in case the land is allotted to entities such as Co-Developer, FTZ, Free Trade Warehousing Zones, etc. where the business model is based on sub-letting. In such cases no sub-letting fee shall be levied.

6.38 Expiry of lease/ Completion of Lease Period/ Termination/ Surrender:

- a) After expiry of lease term, the Lessee shall hand over vacant and peaceful possession of the leasehold plot on the day of expiry of term of lease, to the lessor.
- b) In case of cancellation of allotment of plot on account of non-compliance by lessee, the Lessee shall hand over vacant peaceful possession of the plot within the time stipulated in the notice of cancellation of allotment by removing all the structures and materials etc. erected and/or lying if any on the demised premises at his own cost. The security deposit BG will be encashed and the Lessor shall not be bound to refund of upfront lease premium and the lessee is bound to handover back the possession of land with immediate effect by removing all the structures thereof.
- c) The Jawaharlal Nehru Port Authority shall have the right to terminate the lease, before the expiry of the term, in extraordinary circumstances related to public interest, national security. In the event of early determination of the lease for above reasons and purposes the Port Authority will pay to the lessee suitable compensation for the immovable fixed assets on the demised premises including premium for the residual period in accordance with the formulations that may be approved by JNPA competent authority as per prevailing Government guidelines
- d) Lessee will have the option to surrender the lease, subject to prior notice by the lessee at least 6 (six) months in advance and with appropriate approval from SEZ authorities. Refund of proportionate upfront premium will be made post deduction of the dues if any upto the date of handing over back the vacant possession of the leased land to the Lessor and also the security deposit BG will be released as per the applicable policy guidelines in vogue at the time of receiving such request.
- e) However, in the event of Lessee's failure to hand over the possession of the plot within the stipulated time, it shall be lawful for the Competent Authority, Jawaharlal Nehru Port Authority or authorized person on his behalf to enter upon the demised premises and take over possession. In this scenario, all expenses incurred while acting for taking over of possession of the said plot shall be recoverable from the Lessee.
- f) As per the prevailing PGLM, at the time of expiry/ termination of lease, the lessee shall remove all structures at his own cost under the following conditions:
 - Within three (3) months of expiry/ termination, if Port decides not to reauction that land; or,
 - Three months after tender-cum-auction, if the existing lessee was not successful.Beyond this period, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent, till vacant possession is obtained. In cases of land allotted on upfront basis, the equivalent annual lease rent would be

calculated on pro-rata basis taking into account the upfront premium paid and lease charges for the total lease period in terms of the applicable PGLM. If the Port so decides, for reasons to be recorded and approved by the Port Authority Board, it may also take over the structures after third party valuation of the assets with the concurrence of the lease holder. In case removal of structures is to be carried out by the Port, it would be at the cost of the lessee.

- g) It is hereby, expressly declared that exercise of power by the Competent Authority, Jawaharlal Nehru Port Authority under this clause shall not preclude JNPA from taking any action under any other relevant terms and conditions, subject to approval by Development Commissioner, JNPA SEZ

6.39 Administration of Terms of Allotment:

a) Competent Authority, Jawaharlal Nehru Port Authority shall administer the main terms and conditions, terms of letter of allotment, rules and procedures of allotment and terms of and lease deed on behalf of 'lessor' the Board of Authorities of Port of Jawaharlal Nehru Port Authority and the Competent Authority, Jawaharlal Nehru Port Authority or any officer entrusted with the duties and exercising for the purpose by powers of Competent Authority shall issue all letters, notices, approvals and other communications in connection with the plot allotted including the notice of cancellation of allotment and/or determination of lease, notice of taking over the possession of the plot after cancellation of allotment and to take any suitable action under the said terms.

b) All notices bills and letters of the Port Authority posted by Regd. A.D. to the last known address of allottee / lessee and/or the plot address or are affixed on some conspicuous part of the demised premises or any structure thereon be deemed to have been duly served on the allottee.

c) All Rules and Regulations made by Competent Authority, Jawaharlal Nehru Port Authority / Board of Authority of Jawaharlal Nehru Port Authority, Ministry of Shipping, Govt. of India, with regard to use and enjoyment of the demised premises shall be deemed to be part of terms and conditions of allotment and shall be binding on the allottee.

6.40 Power of Attorney

Power of Attorney in favor of the person signing the application and undertaking on behalf of a partnership firm. The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The Bidder shall

also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.

6.41 Interest of delayed payment:

Any arrears of rent or other money accruing to or in favor of the Jawaharlal Nehru Port Authority or from the lessee shall be recoverable along with penal interest on delayed payments at the rate of 2% above the Marginal Cost of Fund Based Lending Rate (MCLR) of State Bank of India (SBI). The delay in payments shall be calculated for each day of default from the time any of such payments/ taxes become payable by the Lessee till such time the payment/ taxes along with the penal interest is paid by the Lessee.

6.42 Penalty on violation:

If the lessee breaches / violates any provisions of lease deed, the Board would reserve the right to impose the appropriate penalty or cancel the lease depending upon the nature and magnitude of such violation (Cancellation subject to approval of DC office). In case of cancellation, no refund is liable to be made.

After the expiry or termination of lease or forfeiture of lease, if the lessee continues to occupy the land, the lessee will be treated to occupy the land unauthorizedly and the Lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual Lease Rent, till vacant possession is obtained by the Lessor.

6.43 Observation of rules and regulations of JNPA and other Government Authorities

The lessee / Licensee shall observe all provisions of laws, rules, bye laws regulations, orders and notification relating to the Port issued by the Central Government Board, Competent Authority, JNPA or any other competent authority from time to time.

6.44 Integrity pact:

The bidder shall submit Integrity Pact duly signed by authorized signatory. This shall be submitted with the along with the bid/ tender documents and shall be part of the contract agreement. The format of Integrity Pact is enclosed at Annexure I.

6.45 Fraud and Corrupt practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue

of the LOA and during the subsistence of the Lease Deed. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Deed, the Authority may reject a Bid, terminate the Lease Deed, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security as damages and reserve the right to forfeit the upfront lease premium paid if any as per PGLM provisions.

6.46 Miscellaneous

- a) Bids without tender fees, EMD and which do not fulfill all or any of the conditions of tender document shall be rejected outright.
- b) Bid with incomplete details in any aspect shall also be rejected. Conditional tender shall not be accepted.
- c) This tender notice / RFP shall form a part of tender document.
- d) The bid submitted by the Bidders shall have valid digital signature certificate.
- e) Every Bidder shall mention his e- mail address and office / cell number in technical bid.
- f) Only technically and financially qualified bidders for respective plot will be invited for the e- auction of respective plot. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - I. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - II. Consult with any Bidder in order to receive clarification or further information;
 - III. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - IV. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.47 Service charges for Infrastructure Services:

JNPA as a Developer will be providing road connectivity within SEZ area, Security and Security Gate at the entry/ exit points of SEZ area and shall be incurring expenditure in connection with operation and maintenance of facilities and public utilities/ public offices/ common facilities within SEZ area for which the Lessor will levy a Service Charge on the Lessee based on the proportion of its leased land and the Lessee shall be liable to pay such service charges (as revised from time to time) from the date of execution of the Lease Deed

till vacant possession is handed over back to the Lessor after expiry/ termination/ surrender of the Lease.

JNPA/ Lessor reserves the right to levy penalty at such rate as may be notified from time to time for the delay period over and above the time stipulated by the Lessor/ JNPA for payment of service charges and other related dues.

Non-payment of the Service Charges or any other related charges/ dues as claimed by the Lessor/ JNPA within the stipulated time shall also render the lease for termination.

6.48 Change in Law:

The lessee shall also be bound and will abide by all the changes in law, all applicable guidelines, rules, regulations, legislations, acts, etc (as amended) as become applicable to the leasehold land.

CHAPTER- 7
ANNEXURES

ANNEXURE A - FORM OF APPLICATION

NOTE: Application form should be filled-in completely in all respects by attaching Annexures, if any and submit along with the Technical bid documents. Incomplete forms will not be considered for allotment of plot. The Competent Authority, Jawaharlal Nehru Port Authority, at his absolute discretion, may reject any application without assigning any reasons. Mere submission of application will not create any right or claim for allotment of plot in favor of the Bidder.

1. **PARTICULARS OF THE BIDDER:**

- (A) Name of the Firm/Company/Partnership/LLP
- (B) Postal Address / Registered Office

2. **CONSTITUTION OF THE FIRM / COMPANY**

State whether it is

- (i) Proprietary
- (ii) Partnership
- (iii) Private Ltd.
- (iv) Public Limited or
- (v) Co-operative Society
- (v) Authority.
- (vi) Limited Liability Partnership

NOTE: In case of Partnership firm, copy of the Partnership Deed should be enclosed. If application is on behalf of private or public Ltd. company, a copy of

Memorandum and Article of Association of the Company together with Certificate of Incorporation and a copy of Resolution authorizing the signatory to apply on behalf of the Company should be enclosed. If the Application is being made in the capacity of a Promoter of proposed Company, it may clearly be so stated. If it is a Society whether it is registered under Co-operative Societies Act or Societies Registration Act may be stated. Details of Registration Number and date may be given.

3. E-tender cum E-auction for allotment of ___ plots for setting up Industrial units at Special Economic Zone (SEZ) of JNPA

(i) Location of the Plot, Industry for which plot is required, Size of Plot, applied for allotment

Sr No	Plot and Sector No.	Intended Purpose / Industry	Area (in sq mtr)	Category Unit or Co-developer	EMD Submitted (Rs)
1					
2					
3					
4					
5					
6					
7					
8					
9					

Note: The details filled in the above table should match details and purpose of the plots listed in Clause 4.11

DECLARATION

1. I / We declare that I / We have gone through the Terms and Conditions set out for the lease of land Rules and Procedure of allotment and also terms of Lease Deed and hereby undertake to abide by the same. I / We also agree that if in the event of allotment of any of the plot applied for being made to me / us and if I / We fail to take over the possession of the said plot within stipulated timelines, the Earnest Money remitted here under will stand forfeited in favor of Jawaharlal Nehru Port Authority (in case of refund of EMD the equitable amount from the paid amount

by bidder).

2. I / We also agree that the Earnest Money remitted hereunder will be held by the Port Authority without interest.
3. I / We further state that the particulars given above are true and correct to my / our knowledge and belief and that no material facts have been concealed or withheld.

Date :

Place :

Signature(s) of authorized signatory with designation (Partner/ Director/ Promoter/ Managing Authorities) along with seal indicating the designation held by the signatory. (Copy of Power of Attorney / Letter of Authority to be enclosed)

To,

The Chief Executive Officer ,
Special Economic Zone
Jawaharlal Nehru Port Authority

ANNEXURE B - FORM OF UNDERTAKING.

(To be enclosed along with Application Form in Chapter 2)

From:

(A) Name of the Firm/Company/Partnership:

(B) Postal Address / Registered Office:

To

The Chief Executive Officer

Special Economic Zone
Jawaharlal Nehru Port Authority,
Administration Building,
Sheva, Navi Mumbai – 400 707.

Sub: E-tender cum E-auction for 'allotment of plots for unit / co-developer at Special Economic Zone (SEZ) of JNPA'

Sir,

Please refer to your press advertisement inviting offers for allotment of plots for setting up Industrial units in Jawaharlal Nehru Port Authority Special Economic Zone (SEZ). Having visited the site and examined the drawing showing the location of the Plot and having obtained all other information from all the concerned of Jawaharlal Nehru Port Authority, we offer to utilize and maintain the below mention plots for their intended purpose.

Sr. No.	Plot No.	Area (in Sq Mtr)	Intended Purpose	Category (Unit / Co-developer)
1				
2				
3				
4				

5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Note: List all the plots for which bids are being submitted

We undertake that we have gone through the press advertisement, Procedure of Allotment, terms and conditions of Allotment, undertaking for fit and proper cases (For Unit holders) and we hereby unequivocally accept all the said terms and conditions and will accept the responsibility for obtaining all the Statutory and other clearances required, if the land is allotted. Also our business proposed is in alignment of the SEZ Act & Rules 2006 and amendment thereof.

We also undertake that in the event of our withdrawing the offer before the prescribed or extended validity of bids if there is any discrepancy in the no. of plot bid for and BG / Insurance Surety Bond / FDR of EMD furnished, our offer will be cancelled. We agree that unless possession of the plot is offered postreceipt of all payments from the successful bidder by the Jawaharlal Nehru Port Authority, the mere submission of application, payment of Earnest Money (EMD) and quoting "PREMIUM" will not create any right in favor of us for allotment of plot and that Jawaharlal Nehru Port Authority reserves absolute right to reject all or any application and / or tender at any time without assigning any reason.

Yours faithfully,

(Name & Signature of the authorized signatory and Seal of the Company)

Place

Date

ANNEXURE C – COMMERCIAL / FINANACIAL BID (On upfront lease premium basis)

To

The Chief Executive Officer
 Special Economic Zone
 Jawaharlal Nehru Port Authority, Administration Building,
 Sheva, Navi Mumbai – 400 707

Sub: Financial Bid for allotment of plots for Unit / Co-developer at Special Economic Zone (SEZ) of JNPA
 Dear Sir,

I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Financial Proposal for the aforesaid project. The Financial Proposal is unconditional and unqualified. We hearby offer the upfront lease premium as mentioned in below table-

Sr. No.	Plot Number	Sector No	Plot Area in Sq mtr	Reserve price/ Sq mtr	Price offered for the plot area in Rs per Sq Mtr	Total price offered for plot area in Rs
					The quote is to be given in BOQ soft copy only which is to be uploaded on the portal and should not be mentioned in this table.	

I/We hereby agree that the Upfront Lease Payment shall be payable as per the following schedule.

Proposed Payment Structure

Installment	% of the Upfront Lease Payment	Timelines for the payment
1st Installment	20%	For unit holder: Within 3 months from the date of Letter of Intent (LOI). For Co-Developer: Within 3 months from the date of Letter of Intent (LOI)
2 nd (Final) Installment	80%	For unit holder: Within 3 months from the date of Letter of Approval (LOA) from Development Commissioner. For Co-Developer: Within three months from the date of approval of co-developer status from BOA, MoC&I.

Note:

In case the bidder wish to make the entire Upfront Lease Payment and wish to sign the Lease Deed (Post LOA from DC,SEEPZ or obtaining of approval from BOA, MoC&I as applicable) the same can be accepted.

I/We further agree to pay to JNPA, a lease rent at the rate of Rupee one per Square Meter per annum during the entire term of the Lease.

I/we submit this Financial Proposal under and in accordance with the terms of the RFP and the Bidding documents.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

ANNEXURE D – DETAILS OF THE PLOTS
(Details of the plots are part of this Tender document)



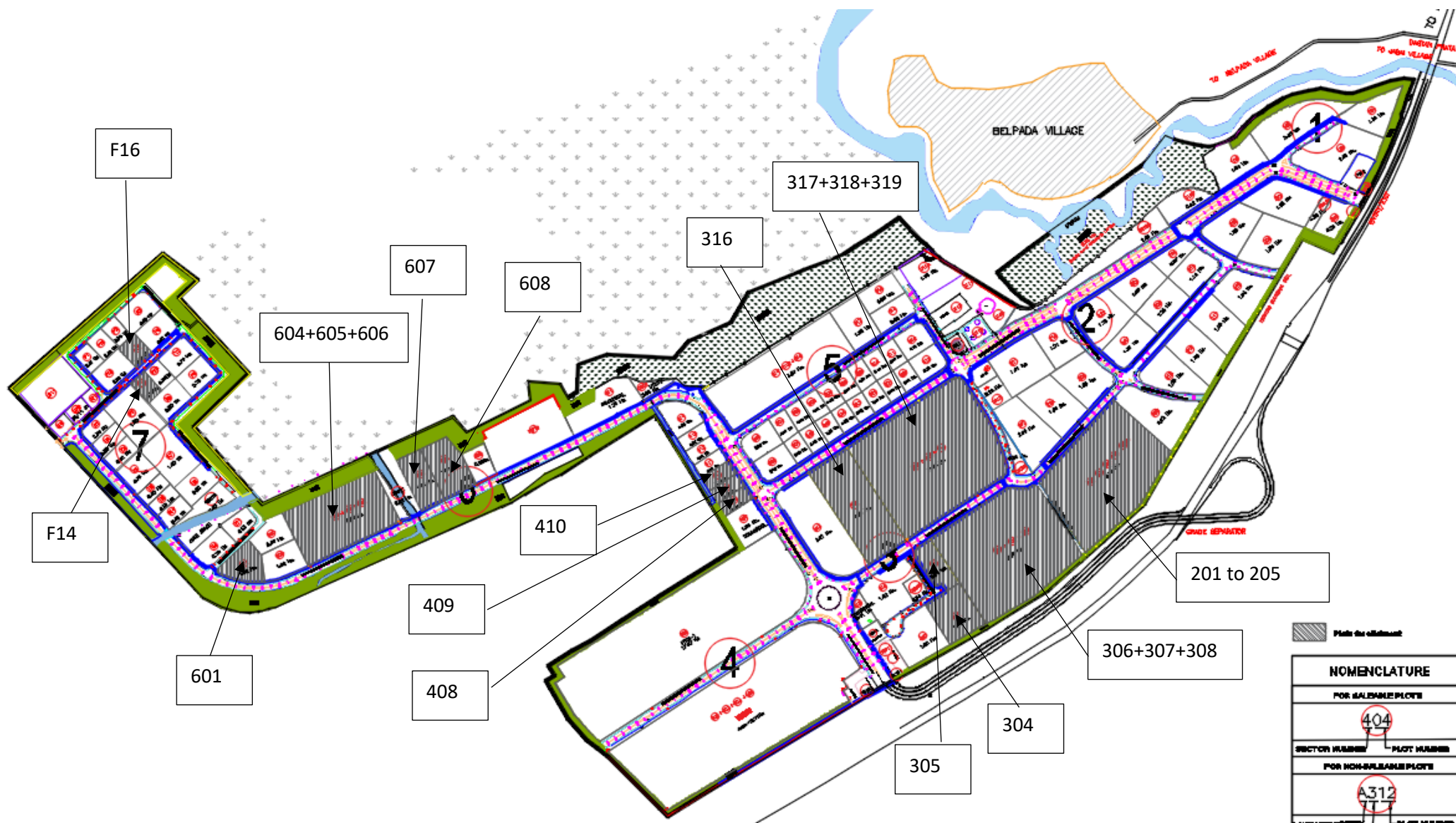
Figure 1: Location of JNPA SEZ (In proximity to both Mumbai and Navi Mumbai)



Figure 2: Overall layout of the JNPA SEZ

NOMENCLATURE		PROJECT	
FOR SALEABLE PLOTS		JNPA SPECIAL ECONOMIC ZONE	
SECTOR NUMBER	PLOT NUMBER	DRAWING TITLE	
FOR NON-SALEABLE PLOTS		SEZ MASTER PLAN	
LAND USE PREFIX	PLOT NUMBER	OWNER	
SECTOR NUMBER		JAWAHARLAL NEHRU PORT AUTHORITY	
LAND USE PREFIX		Administration Bldg. Shree, Taluk - Uran, District - Raigad, Navi Mumbai Maharashtra - 422007	
A AMENITY	OS OPEN SPACE	TOTAL AREA = 277.28 Hectares	
U UTILITY	P PARKING	Approved by	Date
PA PARK	GB GREEN BELT		
PS PUBSEMI-PUB	MG MANGROVE		

Figure 3: Map showing the plots for allotment in sector 2, 3, 4, 6, 7 of JNPA SEZ



List of plots in sector 2, 3, 4,6, 7

Sr No	Plot No	Sector No	Area (in Sqm)	Area (in ha)	Area (in Acre)	Reserve Price Per SqM (INR)	EMD in INR
List of plots for Unit holders							
1.	F16	7	4843	0.48	1.20	7683	160050
2.	F14	7	3914	0.39	0.97	7683	129340
3.	601	6	10166	1.02	2.51	8835	335960
4.	607	6	12204	1.22	3.02	8451	403320
5.	608	6	15137	1.51	3.74	8451	500260
6.	408	4	4044	0.40	1.00	8451	133650
7.	409	4	4057	0.40	1.00	8451	134090
8.	410	4	4047	0.40	1.00	8451	133750
9.	304	3	16135	1.61	3.99	7683	533230
10	305	3	9064	0.91	2.24	8835	299540
List of plots for Unit holders/ Co-developer							
11	604+605+606	6	48572	4.86	12.00	8451	1605230
12	316	3	40806	4.08	10.08	8835	1348550
13	317+318+319	3	118186	11.82	29.20	9220	3905830
14	306+307+308	3	96633	9.66	23.88	8451	3193540
15	201+202+203+204+205	2	84992	8.50	21.00	8451	2808810

Note: The plot areas are subject to final demarcation at site. The area may vary by +/- 5%

ANNEXURE E – FORMAT FOR SUBMISSION OF BUSINESS PLAN

The bidder needs to ensure the business alignment as per SEZ Act & Rules and Amendment thereof and Authorised services provisions

The Business Plan of the Bidder should broadly include the following,

We undertake the business proposed is in alignment of the provisions of SEZ Acts & Rules 2006 and amendment thereof

- 1) Key drivers of the project
- 2) Planned operations in the plot
- 3) Facilities and infrastructure to be created
- 4) Estimated Investment Levels and Employment
- 5) Minimum Guaranteed Investment amount to be made in the initial 2 years of the lease
- 6) Additional volume of container cargo expected
- 7) Power, input water and waste water outlet for the unit during construction period
- 8) Power, input water and waste water outlet for the unit during full capacity operations

UNDERTAKING FOR FIT AND PROPER CASES (For Unit holders)

We M/s_____ (the "Bidder") hereby agree to comply with and observe all of the accompanying terms and conditions ('Terms and Conditions') in consideration of JNPA SEZ E-Tender cum E-Auction.

1. We commit that while implementing the SEZ Unit project, our entity name will remain the same.
2. While participating in a bid, we agree to provide information to JNPA SEZ on our current SEZ Unit.
3. We agree that we will not sublease any infrastructure or land to another entity. Any sub-lease of the leased land or any part thereof, or of the infrastructure to be erected thereon or any part thereof, shall be deemed unlawful and render the lease voidable.
4. We agree to present the financial source for the proposed investments, as well as proof that such funding is available.
5. While participating in a bid, we agree to validate our industry type, such as manufacturing, trading, and warehousing, among others.

A. For the Manufacturing Industry: We agree to the following:

- i) Our export volume will always be greater than our total sales volume.
- ii) To sustain a positive NFE, our export volume should always be greater than our import volume.
- iii) Our manufacturing unit cannot be established just for the purpose of selling in India. After paying relevant customs charges, we will sell our manufactured items in India.
- iv) We will obtain the necessary special permission for manufactured goods from the MoEF, DGFT, CUSTOMS, or any other licensing authority.
- v) In SEZ, our manufacturing firm should not import or export restricted or forbidden commodities.

OR

B. For the Trading Industry: We agree to the following:

- i) We will exclusively conduct business under our own name. All purchases and sales will be made in the unit's legal name..
- ii) We shall keep track of the percentage of our total purchases that are made up of imported goods..
- iii) We will keep track of our local sales as a percentage of total purchases
- iv) For us to sustain a positive NFE, our export volume must always exceed our import level.
- v) We pay necessary customs duties while our traded goods sales in India (DTA).

OR

C. For Services/Warehousing Unit: We agree to the following:

- i) Even when billing to an Indian party/customer, our earnings must be in foreign currency in accordance with Section 2(z) of the SEZ Act, 2005.
- ii) Our business will be conducted in our own name, and we will be required to store/warehouse third-party customers' goods, for which we will be required to charge warehousing/storage fees in foreign currency.
- iii) While providing a Letter of Approval, our service unit/warehousing unit does not allow the warehouse of restricted or prohibited goods by SEZ Authorities.
- iv) The GST is applicable for services supplied to an Indian or overseas client because GST law requires it, and it is recognized as service performance occurring in taxable territory even if invoiced to a foreign client, but items are held in taxable area for warehousing.

We hereby agree and undertake to indemnify and keep indemnified the JNPA and permitted assigns from and against any losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, assessments, interest, fines, penalties, and other costs or expenses suffered or incurred directly or indirectly by the JNPA as a result of our failure to fulfill and comply with the obligations hereby undertaken by us in respect of the said tender.

Authorised Signatory

ANNEXURE F – FORMAT FOR SUBMISSION OF BID SECURITY BG

B.G. No. Dated:

1. In consideration of you, Jawaharlal Nehru Port Authority, having its office at....., (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of
..... (a company registered under the Companies Act, 1956/ 2013 or under the Partnership Act, 1932 or under the Limited Liability Partnership Act, 2008) and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the

Project (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at..... and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby as per terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document and amendment thereof) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs...../- (Rupees only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period and extension thereof as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date exclusive of a claim period of 180 (one hundred and eighty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award / Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be

outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.-/- (Rupees.....only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its.....And authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE G – NEFT MANDATE FORM

National Electronic Funds Transfer (NEFT) Mandate Form
(Mandate for receiving payments through NEFT from Jawaharlal Nehru Port Trust)

1	Contractors / Suppliers / Vendors Name	
2	Contractors / Suppliers / Vendors Code	
3	Permanent Account Number (PAN)	
4	Particulars of Bank Account	
	A. Name of the Bank	
	B. Name of the Branch	
	C. Branch Code	
	D. Address	
	E. City Name	
	F. Telephone No.	
	G. HEFT IFSC Code	
	H. 9 digit MICR code appearing on the Cheque Book	
	I. Type of Account No.(10/11/13)	
	J. Account No.	
5	Contractors / Suppliers / Vendor's e-mail id	
6	Date of Effect	

(Please enclose a Photo copy of the cancelled cheque to enable us to certify the details mentioned above)

We hereby declare that the particulars given above are complete. If transaction is delayed or loss because of incomplete information at above, the party will not hold the Jawaharlal Nehru Port Trust responsible.

Date: _____ Authorized Signature with Seal

Place: _____

Bank Certificate

We certify that has a Account No. with us and we confirm that the details given above are correct as per our records.

Date: _____ Authorized Official of Bank

Place: _____

Please find information of M/s. regarding their bank details for RTGS/NEFT payment, which will enable you to make RTGS/NEFT in respect of contracts

Date: _____

Chief Manager (F) _____ Head of Department

ANNEXURE H – CHECKLIST FOR CONSOLIDATED BID DETAILS TO BE SUBMITTED

Filing the data in following report format is mandatory in nature alongwith bidding document (the relevant document must be arranged in the sequence mentioned below and numbered accordingly), kindly fill the report and upload in a separate ZIP file while bidding.

Checklist for the bid submission;

1. The format as per annexure - 1 and uploading of the document as per sequence mentioned
2. Name of Bidder - as per COI/Partnership Agreement/PAN of Proprietor
3. Documents you have submitted – Yes/No
4. Tender Fee – Details of DD/NEFT
5. EMD – Details of DD/FDR/BG
6. Copy of PAN – PAN No. and DOI
7. POA/BR – Details of Authorized person
8. Form of Application – Name, Plot No, Purpose of Use and Area of Plot
9. Status of Firm – Legal Form, Shareholding Pattern and Certified by
10. Details of pending litigation – Yes/No if Yes Details
11. Business Plan – Summary
12. NEFT Details – Bank Details of Bidder
13. Financial capacity documents (for co-developer)
14. All signed, scanned copy of tender document, forms, addendum, query reply, etc

There are 3 technical document file to upload on e-procure portal,

- OID file (generally PAN card, EMD, Tender fee details, etc)
- .rar file 1 (prepare different .pdf file of technical document and club them in one)
- .rar file 2 (prepare different .pdf file of tender document, addendum, query reply and club them in one)

For clarity if any do write to inpsez@inport.gov.in or call 022-67814624 / 32 (11 to 5 PM, Monday to Friday, excluding holidays)

Name of Bidder [_____] - _____(Unit)

Evaluation Parameters (page numbering for each document to ensure and mention the same in the index here)	Yes/No	Page No
	1. Tender Fees of Rs.23,600/-	
2. E.M.D. in form of DD/NEFT for the each plot is to be paid to Jawaharlal Nehru Port Authority.		
3. PAN CARD		
4. Power of Attorney/Board Resolution in favor of the person signing the application, bid documents and undertaking on behalf of a partnership firm/ company		
5. Form of Application		
6. Attested true copy of Partnership deed in case the application is submitted by partnership firm, or Attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with Certificate of Incorporation		
7. Business plan for the proposed Manufacturing / Industrial unit		
8. Status of firm, name and designation of the proprietor/ partners/ directors/ shareholders etc. with profit sharing ratio and/or share holding pattern certified by Concern authorities/ Chartered Accountant/Company Secretary Online		
9. Details of pending litigations of party with any Government agency, Yes / No		
10. Documents such as Audited balance sheet of last three financial years, statutory auditor certificate for turn over and net worth details (applicable only for co-developers)		
11. Tender document, addendum, query reply duly signed stamped at each page and scanned copy		

Tender Fees (Non-refundable) Rs. 23,600/-.

Sr. No.	DD/NEFT No.	Issuing Bank	Amount in INR (Received by way of DD/NEFT)	Date of DD/NEFT	In favor of	Page No.
1						

1. E.M.D. in form of BG/ Insurance surety Bond/ DD/NEFT for each plot is to be paid to Jawaharlal Nehru Port Authority. (approximately 2% of the Reserved Price for the plot).

Sr. No.	Details	Issuing Bank	Amount in INR (2% of the Reserved Price for the plot)	Amount in INR	Date of	In favor of	Page No.
1							
2							
3							
4							
5							

2. COPY OF PAN CARD

Sr. No.	Name as per PAN	PAN No.	Date of Incorporation	Page No.
1				
2				
3				

3. Power of Attorney/ Board Resolution in favor of the person signing the application, bid documents and undertaking on behalf of a partnership firm/ Company.

Sr. No.	Legal form of Bidder	Name of Authorized Signatory	Designation	Date of POA/BR	Page No.
1					
2					

4. Form of Application

Sr. No	Legal form of Bidder	Plot No.	Area of Plot	Intended purpose	Page No.
1					
2					
3					

5. Attested true copy of Partnership deed in case the application is submitted by partnership firm, or attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with Certificate of Incorporation.

Sr. no	List of documents submitted	Year of Incorporation	Registered Address	Legal form of Bidder	Page No.
1					
2					
3					

6. Status of firm, name and designation of the proprietor/ partners/ directors/ shareholders etc. with profit sharing ratio and/or share holding pattern certified by Concern authorities/ Chartered Accountant/Company Secretary Online.

Sr. No	Legal Form of Bidder	profit sharing ratio and/or share holding pattern	Certified by	Page no
1				
2				

7. Details of pending litigations of party with any Government agency. If any (If no then declaration in this regards).

Sr. No.	Yes/ No	If yes(Details)	Page no
1			
2			

8. Business Plan (page no)

Sr. No.	PI No.	Investment Proposed (Cr)	Proposed Operations	Employment expected	Expected Container cargo (p.a)	Estimated commissioning time	Power requirement	Water requirement

9. NEFT details of Bidder (page no)

Name of the Bidder	Bank Name	Account No.	IFS Code

10. Turn over and Networth details

Name of Bidder	Net Worth (In Rs) 2022-2023	Annual Turnover (In Rs)		
		2020-2021	2021-2022	2022-2023

11. Enclosure (this can be a separate .pdf file for each and club it in .rar file)

- a) Tender RFP (page no
- b) Corrigendum (page no)
- c) Addendum (page no)

ANNEXURE I – PROFORMA OF INTEGRITY PACT

(This document shall be executed on Rs. 100/- non judicial stamp paper and shall be submitted along with the Technical Bid/ Tender documents as per the date and time given in this Tender)

This integrity Pact is made at on this day of 2022.

BETWEEN

Jawaharlal Nehru Port Authority (JNPA) (hereinafter referred to as the “Principal” which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors and assigns)

AND

{Name and address of the Bidder}, (hereinafter referred to as “The Bidder(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender {NIT No.....dt } (herein after Referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract/s for _____{Name of the work}. And Whereas the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s) (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the Principal, personally or through family members, will in connection with the Tender, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which he/ she is not legally entitled to.
- b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process.
- c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a

criminal offence under the IPC/ PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article – 2: Commitments of the Bidder(s)

The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal' employees involved in the tender processor the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process.
- b) The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information o document provided by the Principal as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- e) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bid.
- f) The Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Article - 3 Disqualification from tender process.

- 1) If the Bidder(s), before or during tender process has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

Article – 4: Compensation for Damages.

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Arcticle-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- 2) If the Principal has terminated the contract according to Article – 3, or if the Principal is entitled to terminate the contract according to Article-3, the Principal shall be entitled to recover liquidated damages of the contract value or the amount equivalent to Bank Guarantee.

Article – 5: Previous Transgressions

- 1) The Bidder declares that no previous transgression has occurred in the last three years with any other Company in any country conforming to the anticorruption approach or with any other Public Sector Enterprises in India or any Government Department in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned under Article-3 above and as per the procedure mentioned in “Guidelines on banning of business dealings”.

Article – 6: Equal treatment of all Bidders

- (1) The Bidder(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with Bidders.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)

If the Principal obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of Bidder, which constitute corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8 External Independent Monitor

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He/ she reports to the Competent Authority at JNPA.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Competent Authority at JNPA and recuse himself / herself from that case.
- 5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Competent Authority at JNPA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Competent Authority at JNPA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Competent Authority at JNPA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder(s) 12 months after the last payment under the contract and for all other Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Competent Authority at JNPA.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership, this pact must be signed by all partners.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/ Guarantee, etc shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of the Bidder)
(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address):

Date: ___/___/ 2022

ANNEXURE J – DRAFT LEASE AGREEMENT (for units)

LEASE DEED

Plot no.____, Sector _____, Special Economic Zone, JNPA.

Taluka - Uran Dist.- Raigad, Navi Mumbai.

Area Sq. Mtrs

This **LEASE DEED** (the “**Deed**”) is made at Navi Mumbai on ____ Day of _____ month in the Year _____

BY AND BETWEEN

JAWAHARLAL NEHRU PORT AUHTHORITY (PAN. AAALJ0036D), an autonomous body constituted under the Major Port Authority Act 2021 having its principal office at Nhava Sheva, Navi Mumbai, Maharashtra. Through Shri. _____, Chief / Deputy General Manager, _____, (herein after called “the **Lessor**” which expression shall unless repugnant to the context or meaning thereof mean and include its successors in title and permitted assigns) of the **ONE PART**;

AND

M/s. _____, a private ltd/ltd/LLP organized and existing in accordance with the laws of India and having its registered office at _____, _____, India, through **Shri.** _____, hereinafter called “the **Lessee**” (which expression shall, unless repugnant to the context or meaning thereof mean and include its successors in title and permitted assigns) of the **OTHER PART**.

(The Lessor and the Lessee shall hereinafter collectively be referred to as the “**Parties**” and individually as “**Party**”, as the case maybe)

WHEREAS:

- A. The Government of Maharashtra through the Government Gazette dated 24th May 1971, 28th Dec 1972, 4th Jan 1973, 11th Jan 1973, 28th Sep 1972 and 24th Aug 1972 acquired land of the villages Sonari, Jashkar, Sawarkhar and Karal in Uran taluka and handed over to CIDCO. Thereafter, CIDCO handed over the land in these villages to JNPA (Lessor) on 16th Jan 1984. Therefore, the Lessor is the absolute owner and possessor of the vacant land measuring 277.387 Hectares in Village: Sonari, Jaskhar, Sawarkhar and Karal, Taluka: Uran, Dist: Raigad, Maharashtra, PIN 400707.
- B. Pursuant to the provisions of the Special Economic Zones Act, 2005 (the “**SEZ Act**”), the Lessor has been granted formal approval for setting up a Multi-Product SEZ, by the Ministry of Commerce & Industry (MOC&I), Government of India by a letter of approval ref No. F.1/4/2010-SEZ dated 11th August 2014 (the “**Formal Approval**”); Lessor has been appointed as the Developer for a Port Based Multi-Product Special Economic Zone (SEZ) to be developed on an area admeasuring approximately 277.387 Ha at JN Port, Navi Mumbai, Maharashtra.
- C. Pursuant to a Gazette notification bearing no. S.O. 2047 (E) dated 11th August 2014 issued by the Ministry of Commerce and Industry, Department of Commerce, Govt. of India, area admeasuring approximately 277.387 Ha at JN Port, Navi Mumbai, Maharashtra (hereinafter referred to as the “**SEZ Area**”) has been notified as Port Based Special Economic Zone.
- D. The Formal Approval has been extended from time to time and the MOC&I by a letter dated 2nd July 2019, granted an extension of the validity of the Formal Approval by a period of 1 (one) year up to 15th July 2020 subject to the terms and conditions stated therein.
- E. Therefore, the Lessor is absolutely seized and possessed of and is well and sufficiently entitled to develop the SEZ Area.
- F. The Lessor invited bids through the transparent competitive bidding route from bidders for setting up manufacturing/services facilities in the SEZ Area. After evaluating the bids received in response to its request for proposal (RFP) the Lessor accepted the bid submitted by M/s. _____ (the Lessee)
- G. Thereafter, the Lessor issued a Letter of Intent vide its letter No. JNPA/JNPA-SEZ/Unit/20__/T-__ dated _____, 20__ (the “Letter of Intent”) in favour of the Lessee to certify the Lessee as the successful bidder in the aforesaid bidding process.

- H. The Lessee is currently engaged in the business of _____ in parts of the country in accordance with the applicable laws and policies of the Government of India in this regard.
- I. The Lessee has obtained the Letter of Approval from Development Commissioner's office under SEZ Act 2005 and Rules 2006 (as amended) vide Letter of Approval no. _____ dated ___/___/____. A copy of the Letter of Approval is annexed.
- J. Accordingly, the Lessor has agreed to allot a plot (plot no. ____), Sector __ admeasuring (____ __ sq. meters) ____ __Hectares in the SEZ Area situated at JN. Port, Navi Mumbai, Maharashtra (the "**Project Land**")
- K. The Project Land is proposed to be developed, operated and maintained by the Lessee for setting up a manufacturing unit engaged in _____ industry
- L. The Lessor is appointed as the Special Planning Authority (SPA) by the Government of Maharashtra vide its notification bearing no. TPS-1717/612/CR0219/17/UD-12 dated 20th December 2017 under sub-section (1B) of section 40 of the Maharashtra Regional and Town Planning Act, 1966 for the SEZ Area.
- M. The Lessor has received the Environmental Clearance for development of Port based Multi Product SEZ at JNPA Area Phase 1 from the Government of Maharashtra vide letter number SEAC-2014/CR-302/TC2 dated December 5, 2014. Further, the Environment Clearance with amendments is received from Environment Department, Government of Maharashtra on 24th June 2020 for development of Port Based Multi Product SEZ at JNPA area.
- N. Accordingly, the Parties hereto have hereby agreed to execute this Deed and abide by applicable laws, guidelines, SEZ ACT 2005 and Rules 2006 (as amended) and to reduce the terms and conditions agreed upon in respect of the Demised Land in writing.

NOW THIS LEASE WITNESSETH AS FOLLOWS: -

1. Definitions:

Unless specifically defined herein, the capitalised terms used herein and not defined shall have the meanings assigned to them in the Lease Agreement

- i. **Applicable Laws:** mean the Special Economic Zones Act, 2005 (SEZ Act), Special Economic Zone Rules, 2006 (SEZ Rules) as amended from time to time, Major Port Authority Act 2021 and the rules framed therein, Policy Guidelines for Land Management by Major Ports, 2014 (Land Policy) as amended from time to time and clarifications issued under it from time to time and all laws, brought in to force

and effect by GOI or Government of Maharashtra including rules, regulations, policies and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of law, applicable to this Deed and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as maybe in force and effect during the subsistence of this Lease Deed;

- ii. **Applicable Permits:** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the usage of the Demised Land in accordance with the terms of this Deed during the subsistence of this Deed and thereafter, if any, in respect of the Project;
- iii. **“Authority / Competent Authority”** means Jawaharlal Nehru Port Authority or JNPA or persons authorized by the board, Empowered Committee of MoPS&W
- iv. **Authorized Operations:** means the entire list of operations that have been authorized by the Government of India to be carried out by the Lessee for developing, operating and maintaining the manufacturing/services unit as per the approval by the Board of Approval (BOA)/MOC&I.
- v. **Basic Infrastructure:** shall mean facilities to be provided for the entire SEZ Area such as roads, water supply and distribution networks, sewage collection and treatment system, solid waste management system, power supply and distribution network, etc.
- vi. **“Bidding Documents”** means this RFP, Lease Deed, Integrity Pact, Financial BOQ and any addendum issued subsequent to this RFP.
- vii. **“Bid Due Date”** means the Last date specified for submitting of document in accordance with terms and conditions specified in the tender document.
- viii. **“Bidding system”** means two stage and two cover system adopted for execution of this tender.
- ix. **Board of Approval:** means the Board of Approval constituted under the SEZ Act and SEZ Rules and regulations framed thereunder.
- x. **Business Plan:** means the detailed business plan which must be drawn up for the development, operation and maintenance of the Demised Land by the prospective Lessee.

- xi. **“Condition Precedents”** refers to the mandatory compliances required prior to the execution of the Lease Deed, such as the LOA of the DC Office for the Business Unit, full payment of the lease premium according to the payment schedule, and so on. Adjudication for Stamp Duty Exemption from State/District Authorities, Submission of a BG of 5% of the total lease payment as a security deposit validity of the same to ensure till the lease tenure / till vacant plot hand over to JNPA authority.
- xii. **“Deed” or “Lease Deed”**: shall mean this Lease Deed shall along with the schedules and annexures attached hereto and shall include any modifications, alterations, additions or deletions thereto made in writing after the date of execution of this Deed.
- xiii. **“DCR”**: means the Development Control Regulations applicable to SEZ area or issued by the competent Planning Authority of the SEZ Area and any amendments or modifications thereof
- xiv. **“Demised Land”**: shall mean the area admeasuring (_____ Sq. Meters) __. __ Hectares of plot no.____, Sector ___ in the SEZ Area near JN Port, Navi Mumbai, as provided in Schedule-I hereunder written.
- xv. **“Development Commissioner”**: means the Development Commissioner (DC) of the SEZ Area appointed in terms of the SEZ Act 2005 and SEZ Rules 2006 and amendment thereof
- xvi. **“Eligible Bidder”** means any Proprietorship Firm / Society/Partnership Firm / Public Limited Company/Limited Liability Partnership/ Company registered under the Companies Act 1956 / 2013 or under the Partnership Act, 1932 or under the Limited Liability Partnership Act, 2008, as amended / modified / replaced from time to time or equivalent foreign laws.
- xvii. **“Empowered Committee”**: means the committee formed by Ministry of Ports, Shipping & Waterways of Government of India to approve the allotment & Lease of Land for 60 years lease.
- xviii. **“Encumbrance”**: means any encumbrance such as an easement, right of way, license, mortgage, charge, lien, hypothecation, pre-emptive right or security interest whether or not registered and now over arising, including by statute or common law;
- xix. **“GOI”**: means the Government of India
- xx. **“Government Authority”**: means any department, division or sub-division of the Central Government or the State Government and includes any commission, board, authority,

agency or municipal and other local authority or statutory body including Panchayat under the control of the Government, as the case maybe, and having jurisdiction over all or any part of the SEZ Area or the performance of all or any of the services or obligations of the Lessee under or pursuant to the Deed.

- xxi. **“Highest Bidder”** means Techno –commercially (Financially) qualified eligible bidder that who quotes the highest bid during the e-auction process.
- xxii. **“Infrastructure for Construction Purposes”**: means provision of access to the Demised Land, water supply of 1 MLPD (for the entire SEZ Area) and power supply of 1 MVA (for the entire SEZ Area) for construction purposes at tapping points within the SEZ area. The Lessee has to draw power/ water from these tapping points till the Demised Land.
- xxiii. **“Lease Period”**: means the term of lease shall be of 60 (sixty) years, for which the Demised Land is given on lease to the Lessee, commencing from the date as mentioned in the Lease Deed, unless terminated earlier as per the terms of the lease.
- xxiv. **“Lease Rent”**: shall have the meaning assigned to it in Clause 6;
- xxv. **“Lessee”** means the successful bidder to whom the land is allotted and subsequently entered into the lease agreement/ lease deed with the Authority.
- xxvi. **“Lessor”** means Board of Jawaharlal Nehru Port Authority.
- xxvii. **“Letter of Approval (LOA)”** means Letter of Approval to be issued from Development Commissioner (DC), SEZ, SEEPZ, Mumbai to the successful bidder to whom Letter of Intent (LOI) is issued by the JNPA Authority.
- xxviii. **“Letter of Intent (LOI)”** means a document declaring the preliminary commitment of JNPA for allotment of the plot to do business with the prospective Lessee post due compliances by the bidder.
- xxix. **“Manufacture”**: means to make, produce, fabricate, assemble, process or bring into existence, by hand or by machine, a new product having a distinctive name, character or use and shall include processes such as refrigeration, cutting, polishing, blending, repair, remaking, re-engineering. **“Project”** means the manufacturing/services/warehousing/trading unit to be developed by the Lessee on the Demised Land.
- xxx. **“Minimum Guaranteed Investments”**: means the amount of investments committed by the Lessee in its original Business Plan provided / submitted at the time of the bid

submission. It is desired that the Lessee is required to makes these committed investments within 2 (two) years of from the date of execution of the Lease Deed / within such time as extended by Development Commissioner (DC) SEZ .

- xxxvi. **“Operational unit”** – Any unit which is having valid LOA and received approval for commencement of operations from DC Office (Post generation of first invoice for Import / Export/ Inter Unit Transfer - IUT from the said SEZ unit)
- xxxvii. **“Penal Interest”** - penal interest on delayed payments at the rate of 2% above the Marginal Cost of Fund Based Lending Rate (MCLR) of State Bank of India (SBI)
- xxxviii. **“Project”** means the manufacturing/services/warehousing/trading unit to be developed by the Lessee on the Demised Land.
- xxxix. **“SEZ Act”** means the Special Economic Zones Act, 2005 together with the rules, notifications and circulars issued by the Government of India (GOI) and any amendments or modifications thereof.
- xl. **“SEZ Area”** means an area admeasuring approximately 277.387 HA at JN Port, Navi Mumbai, Maharashtra
- xli. **“Special Planning Authority”** or **“SPA”** shall mean that the Lessor is appointed by the Government of Maharashtra vide its notification bearing no. TPS-1717/612/CR0219/17/UD-12 dated 20th December 2017 under sub-section (1B) of section 40 of the Maharashtra Regional and Town Planning Act, 1966 for the SEZ Area.
- xlii. **“Security Deposit”** means deposit that needs to be submitted by the successful bidder before signing the Lease deed. The same will be kept alive during the entire period of the Lease deed and or till such period of the Lessee handing over vacant and peaceful possession of the Lease Premises. It will not carry any interest.
- xliiii. **“Successful Bidder”** means the eligible highest bidder in the e-auction process is the successful bidder for the respective plot.
- xliiii. **“Scheduled Bank”** shall mean a bank defined under Section 2 (e) of the Reserve Bank of India Act, 1934.
- xl. **“Transferee”** means the sub-lessees of the Project infrastructure and Project facilities.
- xli. **“Unsuccessful Bidder”** means those who bid less than the highest Bid or those who do not participate in e-auction process of the respective plot or those who are disqualified.

2. Interpretation

In construing this Lease Deed:

- i) The recitals stated hereinabove shall form an integral part of this Deed.
- ii) The singular shall include the plural and vice versa and words denoting gender shall include all genders;
- iii) References to a person shall include a body corporate and an un-incorporated association of persons;
- iv) Clause headings are for convenience only and shall not affect the construction of this Deed;
- v) References to recitals, clauses, schedules and annexes are references to recitals, clauses, schedules and annexes of and to this Deed
- vi) This Deed shall be interpreted in accordance with the Agreement to Lease and the Letter of Approval, unless the context otherwise requires. All schedules and annexures forming part of this Deed are intended to be co-relative, complementary and mutually explanatory.

3. GRANT:

In consideration of the upfront Lease Premium of a sum of Rs. ____ _ (Rs. ____ Crore ____ Lakh ____ Thousand ____ Hundred only) (the "**Lease Premium**") paid by the Lessee to the Lessor under the Lease Agreement, (the payment and receipt where of the Lessor hereby agrees and acknowledges), the Lessor hereby grants to the Lessee the lease of the Demised Land for the Lease Period.

4. DEMISED LAND:

The Lessor hereby demises to the Lessee all that piece and parcel of land i.e. the Demised Land admeasuring (____ Sq Meters) __. __ Hectares or thereabouts, situated at plot no. __, Sector __, SEZ of Jawaharlal Nehru Port (JNP) at Nhava Sheva, Tehsil - Uran, Navi Mumbai, Maharashtra, (the "**Demised Land**" and more particularly described in Annexure – C hereunder.

5. LEASE PERIOD:

“Lease period” means the term of lease shall be of 60 (sixty) years, for which the Demised Land is given on lease to the Lessee, commencing from the date as mentioned in the Lease Deed, unless terminated earlier as per the terms of the lease

Provided further that in case lessee makes any request for renewal of lease period after the expiry of the original lease period, the same shall be examined by the lessor as per the applicable Policy Guidelines for Land Management, Government guidelines, SEZ Act and Rules in vogue at the time of making such request.

6. LEASE RENT / SECURITY DEPOSIT AND TAXES ETC

The Lessee shall pay the following amount through pay NEFT/RTGS/order/bank draft to the Lessor for the said Demised Land.

(i) **Lease Rent:**

Lease rent shall mean lease premium plus annual rent @ rate of Rs 1/ sq mtr / annum. The Lessee shall pay an annual Rent at the rate of Rupee One per Square Meter (the “**Lease Rent**”) for the Demised Land during the Lease Period, as per Clause 11.2(d) of the Policy Guidelines for Land Management, 2014 in addition to lease premium paid upfront. The annual Rent @ Rs 1/- sq mtr/ annum shall be payable by means of pay order/ NEFT/RTGS/ demand draft drawn in favour of the Lessor, payable at Mumbai or at any place as may be notified by the Lessor. The first annual rent shall be made on the execution of this Deed and subsequent annual Rent @ Rs 1/ sq mtr/ annum shall be paid on 1st day of January every year till the expiry or early termination of this Deed.

(ii) **Security deposit / Performance Security:**

The Lessee shall deposit a Security Deposit in the form of an irrevocable and unconditional Bank Guarantee towards the Security Deposit for an amount of INR Rs. ___ __ ___/- being an amount not less than 5% of the total upfront Lease Premium (the “**Security Deposit**”) for the Demised Land. The security deposit BG will be kept valid for the entire duration of the lease period and till the vacant plot possession of the leased plot is handed over back to JNPA. The Bank Guarantee shall be from a Nationalized Bank or a Scheduled Bank in India having its branch in Mumbai. In the event the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India

shall be obtained. The security deposit BG will be kept valid for the entire duration of the lease period. The said BG will be returned to the bidder at the end of the lease term, post compliance of all condition precedent, possession of land and settlement of all dues

(iii) **Taxes:**

The Lessee shall from time to time and at all times during the Lease Period pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the Lease Period be assessed, charged or imposed upon the Demised Land, on the building to be erected thereupon or upon the land-lord or tenant in respect thereof.

(iv) All sums, such as Lease Rent or any utility payment, service charges or any other amount due and payable by the Lessee to the lessor or any other authority, if the same is not paid on the due date, may be recovered and / or set off by the Lessor from the security deposit or any amount of the lessee lying with lessor and the balance may be recovered by lessor as per law,.

7. REQUEST FOR PROPOSAL (RFP) TERMS:

The RFP/ tender document and its amendment / clarification thereof shall be treated as a part of this Deed. Any condition specified therein and not mentioned here shall also be binding on the Parties. However, if there is any conflict between the provisions of the RFP/ tender document and this Deed, then the provisions of this Deed shall prevail. The conditions of the RFP/tender documents issued by the Lessor and the documents submitted by the Lessee shall be deemed to be a part of this Deed and on non-compliance of these conditions this Deed shall be liable to be terminated.

8. COVENANTS BY THE LESSEE:

The Lessee with the intent to bind all persons into whosoever hands the Demised Land may come do the hereby covenant with the Less or as follows: -

(a) **To Pay Lease rental:**

During the Lease Period hereby created to pay unto the Less or the said Lease Rent at the times on the days and in the manner herein before appointed for payment thereof clear of all deductions more particularly provided in Clause 6(i) hereinabove.

(b) The Lessee shall provide, as and when required by any Government Authority, the status of the Project along with such other information as may be required by

the Lessor to satisfy the queries of the Government Authority.

- (c) The Lessee shall provide a Security Deposit in the form of a revolving bank guarantee before signing of the Lease Deed and shall maintain the value of the bank guarantee as per the provisions of Clause 6 (ii) of the Deed. The Lessee shall replenish the amount of the Performance Security within a period of 15 (fifteen) days from any claim by the Lessor made in terms of the provisions of Clause 12 of this Deed.
- (d) The Lessee is entitled to prepare and finalize the Building lay outs, plans and specifications for the construction and get it approved from the Lessor and from the relevant and competent Planning Authority (SPA) of the SEZ Area i.e. JNPA. The Lessee shall also take approval for height of building from Airport Authority of India, if necessary.
- (e) The Lessee shall apply and obtain approval from the Appropriate Authority/Board of Approval for being considered as the Lessee for the Project pursuant to this Deed.
- (f) The Lessee shall abide by the terms and conditions of the Letter of Approval or any other conditions as may be imposed by the Board of Approval to the extent that the Lessee needs to perform and observe the same in respect of the Project.
- (g) The Lessee is not entitled to appoint any other entity as a unit holder to execute the Authorised Operations in the Demised Land.
- (h) The Lessee shall invest the Minimum Guaranteed Investment as per the Business Plan submitted at the time of the bidding and as stated in Clause 1(xxx) of this Deed, subject to such extensions as may be granted by the Lessor or Development Commissioner- DC or upon occurrence of any Force Majeure Events. The Lessee should strive, on a best effort basis, to achieve the employment projections as per the Business Plan submitted at the time of bidding. The Lessee shall provide the necessary proof by way of a certificate from a Chartered Accountant to substantiate the Minimum Guaranteed Investment amount to the satisfaction of the Lessor.
- (i) The Lessee shall endeavour to construct the unit(s) and allied structures within a period as stipulated in the letter of approval / directions issued by the SEZ authorities. The Lessee shall ensure the compliance by unit holders to the terms and conditions of Letter of Approval secured by such unit holders.

- (j) All costs incurred in creating the Building/s for the operationalization of the Units in the Project shall be borne by the Lessee and the Lessee shall be the exclusive owner of the Buildings and such fitments, fixtures, equipment, etc.
- (k) All required clearances, including Processing zone/ Unit specific environmental clearances and Approvals for the completion and operation of the Project shall be obtained by the Lessee.
- (l) The Lessee shall arrange to adhere to the requirements of the Applicable Laws including the SEZ Act and SEZ Rules and shall be responsible for the timeliness in respect of the Project.
- (m) Transfer/ change of equity/ reorganization, etc. of the operational unit in Special Economic Zone can be done with prior written consent of the Jawaharlal Nehru Port Authority and other applicable authorities. Such request for consent shall normally be given subject to provisions of the SEZ Act & Rules 2006 and amendment thereof, prevailing Government Guidelines, Policy Guidelines for Land Management (PGLM) in vogue at the time of considering such request. Transfer of equity shall be allowed only in case for operational units. This also is subject to approval from DC Office.
- .
- (n) The Lessee shall notify the Lessor in advance in writing and obtain prior consent in writing from Lessor in case of any transfer of shareholding in the Lessee's SPV and/or direct or indirect change in the management control of the SPV.
- (o) The Lessee should abide by all the terms and conditions laid down in the Lease Deed, RFP, Policy guidelines for Land Management (PGLM), directions issued by lessor from time to time, all other ancillary contract documents, policies & guidelines formulated and notified from time to time and applicable to the SEZ Area, and make it mandatory for the customers/unitholders to comply with the same. For the purpose of this clause, 'Other Ancillary Contract Documents' shall mean and include all the documents as per the Applicable Laws and amendments thereof and any directions issued by the Government Authority from time to time.
- (p) **Fencing:** The Lessee shall fence the Demised Land within a period of two (2) months from the date of the Lease Deed. The Lessee shall not encroach upon any adjoining land, road, pathway or footpath of the Lessor in any manner whatsoever. Any such encroachment shall be deemed to be a breach of this Deed. The Lessee

shall be responsible for the maintenance of the boundary walls surrounding the Demised Land.

- (q) **Trees:** The Lessee shall at its own expense, before the completion of the construction, plant trees at least in the ratio of one tree per 100 sq. mtrs. of the Demised Land or part thereof within the Demised Land and shall maintain the trees so planted in good condition throughout the Lease Period.
- (r) **Excavation:** The Lessee shall not make any excavation on the Demised Land nor remove any earth, subsoil therefrom, other than for the fulfilment of the purpose for which the Demised Land is agreed to be leased to the Lessee. The Lessee shall use best reasonable efforts so that the surrounding land and common area possessed by the Lessor or persons claiming through them are not disturbed.
- (s) **Signage:** The Lessee shall not affix or display or permit to be affixed or displayed on the Demised Land, any sign-board, sky sign, neon signs or other advertisement painted, illuminated or otherwise without the previous written consent of the Lessor subject to the provisions of the Hoarding and advertisement policy approved by JNPA from time to time.
- (t) **Prohibited Activities:** The Demised Land or the constructed Units on the Demised Land shall not be allowed to be used for the following activities: -
 - i. Any activity which can cause emission, odour, effluent, dust, smoke, gas, noise, vibration or fire hazard or declared as obnoxious by the Lessor or by any other statutory or local body/authority;
 - ii. Any activity which is prohibited by the MPCB or any other such authority or which involves any discharge or emission of hazardous pollutant;
 - iii. Any activity which is prohibited for a processing SEZ Area under the SEZ Act/ SEZ Rules (as amended);
 - iv. Any illegal business/activities;
 - v. Storage of any prohibited articles or commodities, which could cause damage to the Units constructed or to the neighbouring occupier or others. The Lessee shall observe strictly the rules and regulations of the Government Authority;
 - vi. Erection or permission to erect on any part of the Demised Land, any stable, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs,

poultry or other animals and keep or permit to keep on the Demised Land or constructed Units, any animals;

vii. Carrying on or allow to be carried on, by any of its employees, agents, contractors or invitees, any unlawful, illegal or immoral activities, which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the Demised Land.

viii. Shall follow the conditions of Environmental Clearance in so far they are related to the construction and operation of the building

(u) Payment of Taxes, Rates, Duties, and Similar Impost

i. The Lessee shall bear and duly pay and discharge all existing and future taxes, rates, assessment, cess, duties, impost, penalties and outgoings of every description from the date of execution of this Deed, chargeable against an owner or occupier in respect of the Leased Land and any Building erected thereon.

ii. The Lessee shall pay applicable Goods and Service Tax (GST) and any other taxes, charges, rates, duties and any similar impost as levied by the statutory authority on the transaction of any amount between the Lessee and the Lessor.

iii. The Lessee shall indemnify the Lessor towards any imposition of penalty or fine or dues, if and when levied by any authority in respect of any payment obligations of rates, taxes, cess, charges, similar impost etc. as indicated in this sub-clause, due to the construction by the Lessee.

(v) Power connection: Power (electricity) connection, consumption deposits and other charges shall be borne and paid directly by the Lessee to the Lessor, supplying power to the SEZ Area, from time to time. The Lessee shall obtain power connection directly from the said authority by completing the formalities as prescribed by them.

(w) Service charges for Infrastructure Services: -

JNPA as a Developer will be providing road connectivity within SEZ area, Security and Security Gate at the entry/ exit points of SEZ area and shall be incurring expenditure in connection with operation and maintenance of facilities and public utilities/ public offices/ common facilities within SEZ area for which the Lessor will levy a Service Charge on the Lessee based on the proportion of its leased land and the Lessee shall be liable to pay such service charges (as revised from time

to time) from the date of execution of the Lease Deed till vacant possession is handed over back to the Lessor after expiry/ termination/ surrender of the Lease.

JNPA/ Lessor reserves the right to levy penalty at such rate as may be notified from time to time for the delay period over and above the time stipulated by the Lessor/ JNPA for payment of service charges and other related dues.

Non-payment of the Service Charges or any other related charges/ dues as claimed by the Lessor/ JNPA within the stipulated time shall also render the lease for termination.

- (x) **Preventing unlawful Encumbrance or Encroachment:** The Lessee shall be responsible for protecting and preventing any unlawful encumbrance and/or encroachment of hutments etc. on the Demised Land. In the event of failure by the Lessee in protecting the Demised Land from any such unlawful encumbrances and/or hutments, the Lessee shall be liable to pay damage as prescribed by the Lessor, till such unlawful encumbrance and/or hutments are removed.
- (y) **Insurance:** The Lessee shall take full comprehensive insurance of the constructed Building, structure or other work at its cost and keep the same valid for the market value thereof throughout the Lease Period. In the event of destruction or damage to the Building, structures or other work on the Demised Land or any property appurtenant thereto or any loss or damage to any third party and in case of any such eventuality, the Lessee shall, reconstruct or repair the Building, structure or other work or make good the loss to third party, either from the insurance proceeds or by itself.
- (z) **Access and Inspection:**
 - i. The Lessee shall allow any person authorized by the Lessor to inspect, maintain and construct/reconstruct the sewer lines, water lines, storm water drains and other utility services or to do any other work in connection with inspection, construction or reconstruction within the Demised Land without any obstruction or hindrance by the Lessee.
 - ii. The Lessee shall permit the Lessor, its authorized officers, surveyors, workmen or others employed by the Lessor, from time to time, and at all reasonable times during the Lease Period hereby granted, after previous notice (which shall be

deemed to be waived in the event of emergency) to enter into and upon the Demised Land and to inspect the state of construction on the Demised Land.

- iii. If upon such inspection, appears that the construction is not in accordance with the plans approved by the approval authority (SPA), the Lessor or any of its authorized representatives, may give written notice thereof to the Lessee calling upon it to restore the construction in accordance with the approved plans, as per the Applicable Laws.
- iv. The Lessor and any person authorized by the Lessor shall during any such inspection use reasonable efforts to minimize interruption of activities of the Lessee or any entity claiming through the Lessee on or about the Demised Land in fulfilling the Lessee's obligations or exercising the Lessee's rights under this Deed.
- v. The Lessee shall also allow the Development Commissioner or its authorized officer to monitor and supervise the compliance of the Letter of Approval.
- vi. Neither the grant of consent or permission or approval by the Lessor nor any review or comment or observation or inspection of any document submitted by the Lessee shall relieve or absolve the Lessee from its obligations, duties and liabilities under this Deed, the Applicable Laws and Applicable Permits.

(aa) Solid Waste Management:

The Lessee shall observe scrupulously the following conditions regarding solid waste management:

- i. The Lessee shall keep 2 (two) streams of waste, one for food waste and bio-degradable waste and another for recyclable waste such as paper, plastic, metal, glass bags, etc.;
- ii. The Lessee shall identify locations for composting and disposal of waste within their complex;
- iii. The Lessee shall ensure that no domestic/institutional waste shall be thrown on the streets, footpaths, open spaces, drains or water bodies.
- iv. The disposal of the import goods packing and other waste material including production waste material need to be carried out as per SEZ Act & Rules provision Standard Operating Procedure (SOP)

(bb) Obligation towards other agreements: It is expressly agreed that the Lessee

shall, at all times, be responsible and liable for all its obligations under this Deed, notwithstanding anything contained in any other agreement, and no default under any agreement shall excuse the Lessee from its obligations or liability hereunder

- (cc) **Completion of construction:** That the Lessee shall at its own expense and in substantial and workman like manner and in strict accordance with the DCR, build and complete the construction and development for setting up the manufacturing/services unit as per the need of the Project within a period as mentioned in this Deed and obtain the Building Completion Certificate from the relevant competent authority. Upon failure of the Lessee to complete construction within the time stipulated therein, further extension may be provided depending on the extension granted by the Development Commissioner SEZ
- (dd) **Indemnity:** To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises carried out in the project by such building or in consequence of the execution of the aforesaid work carried out in the project and also against all payments whatsoever which during the progress of the work becomes payable or be demanded by any local authority in respect of the said Project or of anything done under the authority herein contained.
- (ee) **To build according to rules:** Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to confirm to the DCR and to all bye-laws, rules and regulations of the Local Authority/ SPA in that behalf and any other statutory regulations may be in force for the time being relating in any way to the Demised Land and any building thereon.
- (ff) **Sanitation:** To observe and confirm to all rules, regulations and bye-laws of the relevant Planning Authority/ Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine facilities accommodation and other sanitary arrangements for the laborers, workmen and for its employed staff on the Demised Land in order to keep the Demised Land and surroundings clean and in good condition to the satisfaction of the Planning Authority/Lessor and shall not without the prior written consent of the Planning Authority/ Lessor permit any laborers or workman to reside upon the Demised Land and in the event of such consent being given shall comply strictly with the terms thereof.
- (gg) **Alterations:** That no alterations or additions shall at any time be made to the

facade or elevation of any building or erection or structures erected and standing on the Demised Land or architectural features thereof except with the previous permission in writing of the Planning Authority /Lessor and in accordance with the Building Regulations set out in the DCR.

(hh) To Repair: Throughout the Lease Period, the Lessee at its own expense shall repair, pave, cleanse (including all usual and necessary internal and external painting, color and white washing) to the satisfaction of the Lessor, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

(ii) User: To use the Demised Land only for the purpose of developing manufacturing / Industrial/services unit or activities permitted under the SEZ Act and SEZ Rules.

(jj) Assignment and transfer:

The Lessee shall not transfer the lease without the consent in writing of the Lessor provided that the transferee takes over all the liabilities of the Lessee, and such transfer is limited to the unexpired period of the lease. Transfer shall be allowed only in case for operational units. Transfer fee shall be payable as decided by the Authority from time to time and the lessee also have to pay charges for transfer as are applicable as per Policy Guidelines for Land Management (PGLM)/ other regulations and guidelines. The Transfer shall be subject to approval from DC Office. Any request made for transfer of lease or any other matter will be examined by JNPA subject to the provisions in the SEZ Act 2005 & Rules 2006 and amendment thereof / prevailing Government Guidelines / Policy Guidelines for Land Management (PGLM) in vogue at the time of considering such request.

(kk) Not to sub-lease to third party:

The Lessee shall not sub-lease, underlet, assign, or part with the possession of the Land or any part thereof; or any building or buildings thereof or any part thereof; or any interest therein. The subletting shall only be allowed for the co-developer SEZ unit where the business model of the lessee is based on subletting. This also is subject to approval from DC Office. In terms of the applicable Policy for Land Management, Sub-letting shall only be permitted in case the land is allotted to entities such as FTZ, Free Trade Warehousing Zones, etc where the business model is based on sub-letting. In such cases no sub-letting fee shall be levied.

(ll) To give preference in employment of labor:

The Lessee shall be free to employ personnel at its Project. However, first preference shall be given to JNPA Project Affected Persons (PAP) to the extent that the qualified JNP PAPs are available and willing to join the Project. The process of selection for Project Affected persons shall not be less favorable than that for other candidates. Wherever possible, other things being equal, the Lessee shall employ a Project Affected Person if the job descriptions / criteria laid down by the Lessee are met. After the selection of PAP candidates is made by the Lessee, but before the issue of the appointment letter, the Lessee shall send the list of selected candidates to the Collector, Raigad District through the Lessor for verification.

(mm) The Lessee shall within 6 (six) months of the issuance of the Letter of Approval furnish to the Development Commissioner a copy of this Deed failing which the unit approval committee may take action to withdraw the Letter of Approval after giving an opportunity of being heard.

(nn) The Lessee undertakes to commence operations in the Demised Land within 1 (one) year from the date of Letter of Approval subject to extensions granted by the Development Commissioner in accordance with the provisions of the SEZ Act and SEZ Rules

9 COVENANTS OF THE LESSOR:

The Lessor hereby covenants that:

9.1 Upon written request from the Lessee, and subject to the Lessee complying with the Applicable Laws and terms and conditions stipulated in this Deed, the Lessor shall provide the required documents, whichever is available with the Lessor to the Lessee in procuring Applicable Permits required from any Government Authority for completion of the construction, operation, maintenance of the Demised Land and providing infrastructure facilities therein;

9.2 The Lessor or any person lawfully claiming by or under them, shall not cause any unlawful interruption or disturbance to the Lessee to use, occupy and enjoy the said Demised Land during the Lease Period subject to the Lessee performing its obligations stipulated herein.

10. It is agreed between the Parties that the Parties are bound by any changes, amendments, notifications to the Applicable Laws including the SEZ Act and SEZ Rules.

11 FINANCIAL LOAN FROM BANK & FINANCIAL INSTITUTIONS:

11.1. DELETED

11.2. The Lessee shall be bound to take prior written consent of the Lessor before exercising its rights under this clause. The Lessor shall at its discretion refuse to grant consent in respect thereof, if it is adversely affecting the Lessor or the development and operations of the Project, as the case may be.

11.3. In case of default in payment by the Lessee to any such Banks/Financial Institutions while exercising the mortgage right, such lenders shall transfer the leasehold rights only to the equally qualified and competent party who can meet the eligibility criteria as per the terms and conditions of the allotment of land to the Lessee and holds a valid Letter of Approval issued by Development Commissioner-SEZ and such transfer shall be for the residual Lease Period only and shall be bound by the terms and conditions of this Deed as if it were the original Lessee. Such transferees shall enjoy the lease rights only for the remaining Lease Period-

11.4. NOC can be granted for mortgage of leasehold land, along with the permissible structures erected by the lessee thereon in favour of reputed financial institutions / scheduled banks, subject to the JNPA retaining the first charge on them and as per applicable laws, Policy Guidelines for Land Management and subject to conditions as may be prescribed by the lessor.

It shall be the duty of the Lessee to ensure that a specific term securing the right and interest of the Lessor as provided herein is categorically mentioned in the loan agreement executed between the Lessee and the Bank/Financial Institution. Provided further that, in all circumstances the first charge of the Lessor on the said Demised Land shall be over and above all other charges that may be created on the said Demised Land subsequent to the execution of this Deed. The Lessee shall also be bound to pay applicable fees/ charges as are levied by the Lessor, for the same.

Lessee is required to submit all particulars of borrowings and payment of necessary charges as stated by Jawaharlal Nehru Port Authority. NOC shall be granted post complete payment and signing of Lease Deed. The lessee is also required to submit proof of registration of JNPA first charge over the mortgaged asset with ROC and other statutory authorities as per law at its own cost.

12. EVENTS OF DEFAULT, TERMINATION OF LEASE AND RESUMPTION OF DEMISED LAND:

12.1 Events of Default:

The following events shall be the event of default on the part of the Lessee:

- i. The Lessee fails or neglects to pay any dues or charges recoverable from him as per this Deed on the due date and continue to be in default;
- ii. The Lessee breaches any terms or conditions of this Deed or fails to comply with any provisions of the Applicable Laws including the SEZ Act, SEZ Rules, Policy Guidelines for Land Management (PGLM), any regulations or directions issued by the State Government, Central Government, and the Lessor ;
- iii. Not meeting the Minimum Guaranteed Investments requirement within a period of 2 (two) years and extensions if any granted by Lessor / Development Commissioner – SEZ from the date of this Lease Deed;
- iv. The Letter of Approval is not in subsistence.
- v. If the Lessor is satisfied that it is beyond the capacity of the Lessee to use the Demised Land for the purpose for which it is agreed to be leased.
- vi. The Lessee abandons or manifests intention to abandon the Demised Land without prior written consent of the Lessor.
- vii. The Lessee repudiates this Deed or otherwise takes an action or evidences or conveys an intention not to be bound by this Deed.
- viii. The Lessee is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Lessee or for the whole or material part of its assets;
- ix. The Lessee has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Lessor, a material adverse effect; and
- x. A resolution for winding up of the Lessee is passed, or any petition for winding up of the Lessee is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within ninety (90) days of the date thereof or the Lessee is ordered to be wound up by Court.
- xi. Failure to comply with the directions of Lessor/ other authority

12.2 Termination and Resumption of Demised Land:

12.2.1. Up on the occurrence of the Lessee's Events of Default, the Lessor shall without prejudice to any other rights and remedies available to it under this Deed, be entitled to terminate this Deed. Provided that before proceeding to terminate this Deed, the Lessor shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations and the circumstances in which the same has occurred.

12.2.2. **Consultation Notice:** The Lessor exercising its right under Clause 12.2.1 shall issue to the Lessee a notice in writing specifying in reasonable detail the underlying Events of Default and proposing consultation amongst the Parties to consider possible measures of curing or otherwise dealing with the underlying Events of Default ("**Consultation Notice**").

12.2.3. **Remedial Process:**

Following the issue of Consultation Notice by the Lessor, within a period not exceeding 90 (ninety) Days or such extended period as the Parties may agree ("**Remedial Period**"), the Parties shall endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Events of Default in the manner including but not limited to the following: -

- i. In case the underlying events of default is non-payment of the Lease Premium, any payments, taxes, user fees payable by the Lessee etc, the Lessee shall be required to pay in addition to the amount due the penal interest on delayed payments at the rate of 2% above the Marginal Cost of Fund Based Lending Rate (MCLR) of State Bank of India (SBI). The delay in payments shall be calculated for each day of default from the time any of such payments/ taxes become payable by the Lessee till such time the payment/ taxes along with the penal interest is paid by the Lessee.
- ii. It is further agreed between the Parties that the Lessor shall have the right to deduct the amount as calculated above from the Performance Security submitted by the Lessee. In case of any such deduction, the Lessee shall promptly replenish the Performance Security to its original value within 15 (fifteen) days of such deduction.
- iii. It is further agreed that, in case the Lessee is in breach of any of its obligations specified in this Deed and if even after the Remedial Period of 90(ninety) days,

the Lessee continues to be in breach of such obligations, the Lessor shall have the right to terminate the agreement and forfeit the Security deposit of the Lessee.

12.2.4. **Obligations during Remedial Period:** During the Remedial Period, the Parties shall continue to perform their respective obligations under this Deed which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/ breach.

12.2.5. **Revocation of Consultation Notice:** If during the Remedial Period, the underlying Event of Default is cured or waived, the Consultation Notice shall be withdrawn in writing by the Lessor.

12.2.6. **Termination due to Events of Default:**

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived, the Lessor shall have the right to terminate this Deed forthwith without further notice. Upon a notice in writing ("**Termination Notice**") being issued, the Lessor may, at its discretion, re-enter upon and take possession and control of Demised Land and prohibit the Lessee and any person claiming through or under the Lessee from entering upon the Demised Land and upon taking control, the Lessor is free to lease the Demised Land to a third party.

The Termination Notice shall be of not less than 90 (ninety) Days and at the expiry of the Termination Notice, this Deed shall stand terminated without any further notice

12.2.7. In case of cancellation of allotment of plot on account of non-compliance by lessee, the Lessee shall hand over vacant peaceful possession of the plot within the time stipulated in the notice of cancellation of allotment by removing all the structures and materials etc. erected and/or lying if any on the demised premises at his own cost. The security deposit BG will be encashed and the Lessor shall not be bound to refund of upfront lease premium and the lessee is bound to handover back the possession of land with immediate effect by removing all the structures thereof.

12.2.8. **Payments on the Termination / expiry:** In case of default by the lessee or termination due to the Lessee's Event of Default, the Lessor shall have the right to forfeit the Security Deposit bank guarantee and to take other actions as per law for recovery of dues, losses etc. In case of termination due to the expiry of lease period, the lessor shall return the performance security to the lessee after the

lessee hands over the peaceful and vacant possession of the demised land to the lessor and after adjustment of dues if any.

- 12.2.9. In the event of completion of entire Lease Period, the Lessee needs to vacate the Demised Land subject to approval from SEZ authorities, as per the SEZ Act and SEZ Rules. The Demised Land shall be returned back to the Lessor on an "as is where is" basis as was handed over by the Lessor to the Lessee on the date of possession on start of Lease period.

13 REMOVAL OF STRUCTURE FROM THE DEMISED LAND ON EXPIRY / TERMINATION

- 13.1. Where the Lessor exercises the power to terminate or determine the Deed and to resume the Demised Land, under any provision of this Deed, then the Lessor shall, by notice in writing served on the Lessee, resume the Demised Land, and on receipt of such notice by the Lessee, the said Demised Land shall be, and shall be deemed to have been, resumed by the Lessor; and within three (3) months from the date of receipt of such notice, the Lessee shall subject to having paid the taxes, rates, cess, assessment and arrears of Lease Premium and other charges, if any, remove and take away all things attached to the earth and all his other belongings and restore the possession of the Demised Land in as good condition as it was in at the time when it was put in possession thereof; and on its failure to do so within the period of three (3) months as aforesaid, the Lessee shall not be entitled to claim any compensation or allowance on account of Building or structures erected thereon, or any other erection made on the Demised Land or towards any materials, plants, or whatsoever things lying on the said Demised Land which shall absolutely vest with the Lessor thereafter
- 13.2. It is being expressly agreed and understood that the Lessor shall have no liability whatsoever in respect of any work carried out by the Lessee, pursuant hereto in the event of termination or otherwise.
- 13.3. Upon the termination of this Deed for any reason whatsoever it is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Lessor to terminate the rights.
- 13.4. Without prejudice to other rights available to the lessor under this agreement, the Lessor shall also have a right to recover the dues, if any and for resumption of possession of land etc. by invoking the provisions of The Public Premises (Eviction of unauthorised Occupants) Act, 1971 and/or Bombay Government Premises (Eviction) Act, 1955 as amended from time to time and/or by exercising its right under any other applicable acts as per law

- 13.5. In case the Lessee fails to vacate the said Demised Land after termination, the Lessor shall be deemed to have taken possession and control of the said Demised Land, and the Lessor shall be entitled to restrain the Lessee and any person claiming through or under the Lessee from entering upon the Demised Land or any part thereof.
- 13.6. The Lessee hereby appoints the Lessor (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Lessee to deal with the said Demised Land as per the clauses mentioned in this Lease Deed, at any time after the termination of this Deed, a sufficient proof of which shall be the violation of the clauses mentioned in this Lease Deed, and the Lessee consents to it being registered for this purpose.
- 13.7. After the expiry or termination of lease or forfeiture of lease, if the lessee continues to occupy the land, the lessee will be treated to occupy the land unauthorziedly and the Lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual Lease Rent, till vacant possession is obtained by the Lessor. The annual Lease Rent would be calculated on pro-rata basis based on the total amount of the upfront Lease Premium and the annual rent @ rate of Rs 1/ sq mtr. In case the Lessee fails to remove the structure from the demised land within the time stipulated in the termination notice or on expiry date of the lease and the removal of structures is to be carried out by the Lessor, it would be done by the Lessor at the cost and risk of the Lessee. The Lessor reserves the right to forfeit the the Bank Guarantee submitted by the Lessee in case the Lessee fails to remove the permanent structures standing on the Demised Land on expiry / termination of the lease and takes further action against the lessee as per law.
- 13.8. f the Lessor so decides, for reasons to be recorded and approved by the competent authority, it may also take over the structures with the concurrence of the Lessee. The Lessee shall be given a suitable compensation for the structures that has been constructed by him on the Demised Land. In terms of the relevant PGLM provisions such structures shall be valued by a third party independent valuer to be agreed upon by the Lessor and the Lessee. The highest bidder (H1) in the fresh tender floated by the port authority may be required to remit the compensation amount as computed by the third party independent valuer to the Lessee.
- 13.9. The Jawaharlal Nehru Port Authority shall also have the right to terminate the lease, before the expiry of the term, in extraordinary circumstances related to public interest, national security. In the event of early determination of the lease for above reasons and purposes the Port Authority will pay to the lessee suitable compensation for the immovable fixed assets on the demised premises including premium for the residual period in accordance with the formulations that may be approved by JNPA competent authority as per prevailing Government guidelines

14. FORCE MAJEURE:

14.1. Notwithstanding the provisions of this Deed, neither Party shall be eligible for damages nor termination for default against the non-performing Party, if and to the extent that the delay in performance or other failure to perform its obligations under this Deed is result of an event of Force Majeure.

14.2. Force Majeure Event means the occurrence of any of the events, set out below including the impact/consequence thereof which: -

- (a) is beyond the control of the Party claiming to be affected thereby (the “**Affected Party**”);
- (b) prevents the Affected Party from performing or discharging its obligations under this Deed; and
- (c) the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

14.3. If a Force Majeure event arises, the affected party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the unaffected party in writing, the affected party shall continue to perform its obligation under the deed as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In the event of occurrence of such Force Majeure event, the affected party shall request in writing for extension of time schedule and the Parties shall renegotiate the time lines mentioned in this Deed.

14.4. Force Majeure Events shall mean the occurrence of any of the events, set out below which prevent the Affected Party from performing its obligations:

Force Majeure shall mean:

- (i) War (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy in each case involving or directly affecting the Parties.
- (ii) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India and directly affecting the Parties.
- (iii) Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Parties.
- (iv) Strikes, working to rule, go-slows and/or lockouts directly affecting the Parties.
- (v) Civil unrest, protest by any section of the society preventing the execution of this project.
- (vi) Work stoppage pursuant to a court order or any Government departments.

- (vii) Non-receipt of requisite Government approvals and sanctions.
- (viii) Any effect of natural calamity, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, tornado or any Act of God within India and directly affecting the Parties.
- (ix) The discovery of toxic contamination or archaeological remains on the Project Site that could not reasonably have been expected to be discovered through a site inspection.
- (x) For reasons of national emergency, national security.
- (xi) Any event or circumstances of a nature analogous to any events set forth above.
- (Xii) Any other circumstances like eruption of epidemic, pandemic

15. RENEWAL OF LEASE: Upon expiry of the Lease Period, this Deed shall stand terminated automatically. Therefore, the Lessor shall be entitled to float a fresh tender as per the then Applicable Laws in respect of the Demised Land and the Lessee shall be entitled to bid as a fresh bidder for the Demised Land.

16. SURRENDER OF LEASE: Lessee will have the option to surrender the lease, subject to prior notice by the lessee at least 6 (six) months in advance and with appropriate approval from SEZ authorities. Refund of proportionate upfront premium will be made post deduction of the dues if any upto the date of handing over back the vacant possession of the leased land to the Lessor and also the security deposit BG will be released as per the applicable policy guidelines in vogue at the time of receiving such request.

17. CONFIDENTIALITY: Each Party shall retain in secrecy and keep strictly confidential all information including all documents, materials, memoranda, copies, reports, papers, surveys, data, graphs, charts, analyses, summaries, marketing plans, business plans and all other information related to the Project and this Deed and all other information that it obtains from the other Party pursuant to this Deed and not at any time copy or use or disclose to any other person, firm, corporation or authority such information except as may be first consented to in writing by the Party supplying the information and restrict the dissemination of such information to those of its trusted employees, agents and representatives as have a direct need to know such information and bind each such employee, agent or representative to keep secret such information as he shall receive hereunder.

18. CONCILIATION:

In the event of any disputes between the parties, the same may be referred to conciliation through Conciliation Committee consisting of independent subject experts as a mechanism to dispute resolution. The Arbitration and Conciliation Act 1996 (as amended from time to time) shall apply in respect of Conciliation proceedings under this clause.

19. DISPUTE RESOLUTION:

In the event of any disagreement/dispute between the Lessor and the Lessee which remain unresolved through conciliation, the same shall be adjudicated as per Public Premises (Eviction of Unauthorised Occupants) Act, 1971 including any amendment thereof.

Notwithstanding above the parties shall also be free to approach “Society for Affordable Redressal of Disputes – Ports” (SAROD Port) for resolution of any dispute which remains unresolved through Arbitration in which case the Arbitration and Conciliation Act 1996 (as amended) shall apply.

20. AMICABLE SETTLEMENT:

Where notice of intention to commence arbitration as to the dispute has been given, arbitration of such dispute shall not be commenced unless an attempt has first been made by the Parties to settle such dispute amicably.

21. ARBITRATION:

Subject to provisions of clause 18, 19 and 20, if the parties to this agreement refers the disputes if any, between the Parties during the currency of the Deed or after the completion of the work or abandonment thereof, for settlement through Arbitration under the aegis of “Society for Affordable Redressal of Disputes – Ports” (SAROD Port) then the disputes so raised shall be referred to a Sole Arbitrator as mutually decided by the Parties or as appointed under SAROD Port. The Arbitration shall be invoked by one Party by issuing a notice in writing to the other Party. The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to such arbitration proceedings.

21.1 Place of Arbitration:

The place of Arbitration shall be Mumbai, India.

21.2 Procedure:

The procedure to be followed in the arbitration proceedings, including appointment of arbitrator/ arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. Also, the SAROD Port rules as applicable shall also apply.

21.3 Enforcement of Award:

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

21.4 Fees and Expenses

The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrator. The arbitrator may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

21.5 Performance during Arbitration

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Deed without prejudice to a final adjustment in accordance with such award.

22. GOVERNING LAW:

This Deed shall be governed by the Applicable Laws. Subject to Clause 19 and 21 (Dispute Resolution and Arbitration) as applicable, the Parties hereto hereby agree to submit to the jurisdiction of the Courts situated at Mumbai for the purpose of actions and proceedings arising out of this Deed, and the Courts at Mumbai only shall have jurisdiction to hear and decide such actions and proceedings

23. MODIFICATION OF THE DEED

No amendment, modification or addition to this Deed shall be effective or binding on either

of the Parties unless set forth in writing and executed by them through their duly authorized representatives; and subject to obtaining requisite approval, if any, following such execution.

24. WAIVER:

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Deed: -

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Deed;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c) shall not affect the validity or enforceability of this Deed in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Deed or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

25. SURVIVAL:

Termination shall:

- a) not relieve the Lessee, of any obligations hereunder which expressly or by implication survive termination hereof; and
- b) except as otherwise provided in any provision of this Deed expressly limiting the liability the Lessee, not relieve the Lessee of any obligations or liabilities for loss or damage to the Lessor arising out of or caused by acts or omissions of the Lessee prior to the effectiveness of such termination or arising out of such termination.

26. SEVERABILITY:

If for any reason whatever, any provision of this Deed is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other authority to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, the Parties shall negotiate in good faith

with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.

27. NOTICES:

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Deed shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address stated in the title of this Deed or the fax numbers set out below and/or any other address subsequently notified to the other Parties

If to Lessor:

Address: Jawaharlal Nehru Port Authority, Admin Building

Sheva, Navi Mumbai 400707

Telephone No.:022-67814162

Fax No. :022-27244178

Attention : To, The Deputy General Manager (PP&D) - JNPA,

If to Lessee:

Address: _____

Telephone No. :+

Attention: To The Proprietor.

Such notices and other communications duly given shall be deemed to be effective if given by personal delivery, upon such delivery; or if sent by facsimile upon the next business day after sending thereof, or if sent by certified or registered mail, upon delivery or the Ten (10) calendar days following the day of dispatch thereof, whichever is earlier. Any change in the address of any Party shall be given in the same manner provided for in this clause

28. STAMP DUTY AND REGISTRATION

The stamp duty and registration charges, if any payable in respect of the preparation and execution of this Lease Deed and its duplicate including the cost, charges and expenses of the Attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee. The Lessee shall be obliged to provide a certified copy of the duly registered Deed to

the Lessor within 15 (fifteen) days from the date of its registration.

29. COUNTERPARTS

This Deed may be executed in 2 (two) counterparts, each of which when executed and delivered, shall constitute an original of this Deed.

IN WITNESS WHEREOF the Parties hereto have cause these presents to be sealed and executed by the hands of their respective authorized representatives the day and year above written.

SCHEDULE I: DESCRIPTION OF THE DEMISED LAND

All the piece or parcel of land (Plot no. ____), Sector ____ known as Special Economic Zone of JNPA in the Navi Mumbai and within the limits of JNPA, Taluka – Uran, District – Raigad, admeasuring ____ Sq. Mtrs. _____ Hectare or there about and highlighted on the plan annexed hereto, that is to say: -

On or towards the North by: _____.

On or towards the South by: Plot no. ____ and ____.

On or towards the East by: Open Space.

On or towards the West by: Plot no. ____.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

By the within named Lessor

Jawaharlal Nehru Port Authority

By the hands of its Chief Manager, Administration & Secretary

Mr. _____

in the presence of:

1.

2.

SIGNED, SEALED AND DELIVERED

By the within named Lessee

M/s. _____

By the hands of Proprietor

Shri. _____

In the presence of: -

1.

2.

RECEIPTS

Received a sum of Rs. _____ by pay order no. _____ dated _____ drawn on _____, being the first instalment of the total upfront lease premium payable by the Unit Holder as per the terms of the Agreement to Lease.

We say Received

Rs. _____

Jawaharlal Nehru Port Authority,

Authorized Signatory

Date: XX XXXXXX, 20XX

Place: Mumbai

Received a sum of Rs. _____ by pay order no. _____ dated _____ drawn on _____, being the Second instalment of the total upfront lease premium payable by the Unit Holder as per the terms of the Agreement to Lease.

We say Received

Rs. _____

Jawaharlal Nehru Port Authority,

Authorized Signatory

Date: XX XXXX, 20XX

Place: Mumbai

.....

ANNEXURE K – FORMAT FOR FINANCIAL CAPACITY (with due validation from certified practicing CA)
(Only for co-developer)

Name of Bidder	Net Worth 2022-2023	Annual Turnover		
		2020-2021	2021-2022	2022-2023

Name & address of Bidder’s Bankers:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a. Reflect the financial situation of the Bidder and its Affiliate or Parent or Subsidiary Company where the Bidder is relying on its Affiliate or Parent or Subsidiary Company’s financials;
 - b. be audited by a Statutory Auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Annual Turnover = Annual Income from relevant business services only as indicated in the annual financial statement

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

4. Year 1 will be the latest completed financial year, preceding the Bid Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the three years preceding its latest financial year.

5. The Bidder shall also provide the name and address of the Bankers to the Bidder.

ANNEXURE L – CO-DEVELOPMENT AGREEMENT

CO- DEVELOPMENT AGREEMENT

BETWEEN

JAWAHARLAL NEHRU PORT AUTHORITY
(THE DEVELOPER)

AND

(THE CO-DEVELOPER)

CO- DEVELOPMENT AGREEMENT

This Co- Development Agreement (hereinafter referred to as “the Agreement”) is entered into on this _____ day of _____ Month, in the Year _____, at _____

BETWEEN

JAWAHARLAL NEHRU PORT AUTHORITY, an Autonomous Body constituted under the Major Port Trusts Act, 1963 and having its principal office at Sheva, Navi Mumbai (hereinafter referred to as “**Authority**” and/or “**Developer**” which term shall, unless repugnant to the context hereof, mean and include its successors – in – title and permitted assigns) of the **ONE PART**;

AND

_____ a company organized and existing in accordance with the laws of India, having its registered office at _____ (hereinafter referred to as the “Co-Developer” which term shall, unless repugnant to the context hereof, mean and include its successors – in – title and permitted assigns) of the OTHER PART;

The above parties are hereinafter jointly referred to as the “Parties” and individually as “Party”, as the case may be.

WHEREAS:

A. The Government of Maharashtra through the Government Gazette dated 24th May 1971, 28th Dec 1972, 4th Jan 1973, 11th Jan 1973, 28th Sep 1972 and 24th Aug 1972 acquired land of the villages Sonari, Jashkar, Sawarkhar and Karal in Uran taluka and handed over to CIDCO. Thereafter, CIDCO handed over the land in these villages to JNPA (Developer) on 16th Jan 1984. Therefore, the Developer is the absolute owner and possessor of the vacant land measuring 277.387 Hectares in Village: Sonari, Jaskhar, Sawarkhar and Karal, Taluka: Uran, Dist: Raigad, Maharashtra, PIN 400707

B. Pursuant to the provisions of the Special Economic Zones Act, 2005 (the “SEZ Act”), the Developer has been granted formal approval for setting up a Multi-Product SEZ, by the Ministry of Commerce & Industry (MOC&I), Government of India by a letter of approval ref **No. F.1/4/2010-SEZ dated 11th August 2014 (the “Formal Approval”)**; JNPA has been appointed as the Developer for a Port Based Multi-Product Special Economic Zone (SEZ) to be developed on an area admeasuring approximately 277.387 Ha at JN Port, Navi Mumbai, Maharashtra.

C. Pursuant to a Gazette notification bearing no. S.O. 2047 (E) dated 11th August 2014 issued by the Ministry of Commerce and Industry, Department of Commerce, Govt. of India, area admeasuring approximately 277.387 Ha at JN Port, Navi Mumbai, Maharashtra (hereinafter referred to as the “**SEZ Area**”) has been notified as Port Based Special Economic Zone.

D. The Formal Approval has been extended from time to time as per clause 6(2)(a) of the Notification published in Part II, Section 3, Sub Section (i) of The Gazette of India Extraordinary, dated 10th February 2006. As on the date of this Agreement, the Developer JNPA SEZ is operational SEZ w.e.f 24.06.2020

E. Therefore, the Developer is absolutely seized and possessed of and is well and sufficiently entitled to develop the SEZ Area.

F. The Developer invited bids through the transparent competitive bidding route from bidders for the development, operation and maintenance of Processing Zone and/ or Free Trade Warehousing Zone (FTWZ) in the SEZ Area. After evaluating the bids received in response to its request for proposal (RFP) the Developer accepted the bid submitted by M/s. _____.

G. As per the tender conditions, _____ has incorporated _____, the Co-Developer, as its fully owned subsidiary and as a

special purpose company in India under the Companies Act, 2013 to setup _____ in the SEZ Area.

H. Thereafter, the Developer issued a Letter of Intent _____ dated _____, (**the “Letter of Intent”**) in favor of the Co-Developer to certify the Co-Developer as the successful bidder in the aforesaid bidding process. A copy of the Letter of Intent is annexed hereto and marked as **ANNEXURE – “A”**.

I. The Co-Developer has been formed to be in the business of _____ in accordance with the applicable laws and policies of the Government of India in this regard.

J. Accordingly, the Developer has agreed to allot a plot no. _____, Sector __, SEZ admeasuring _____ Hectares for _____ in the SEZ Area situated at JN Port, Navi Mumbai, Maharashtra (**the “Project Land”**) and more particularly described in **SCHEDULE - I** hereunder written and delineated in the plan annexed hereto and marked as **“Annexure – B”** to the Co-Developer subject to payment of upfront Lease Premium and such other terms and conditions stipulated hereunder.

K. The Project Land is proposed to be developed, operated and maintained by the Co-Developer for setting up _____.

L. The Developer is appointed as the Special Planning Authority (SPA) by the Government of Maharashtra vide its notification bearing no. TPS-1717/612/CR0219/17/UD-12 dated 20th December 2017 as per the Maharashtra Regional and Town Planning Act, 1966 for the SEZ Area.

M. The Parties have agreed to enter into this Agreement in accordance with the applicable laws and subsequent amendments thereof to reduce the terms and conditions agreed upon in respect of the Project Land in writing.

N. JNPA SEZ has received the Environmental Clearance for development of Port based Multi Product SEZ at JNPA Area Phase 1 from the Government of Maharashtra vide letter number SEAC-2014/CR-302/TC2 dated December 5, 2014. Thereafter JNPA received the revised Environment Clearance from Government of Maharashtra on 24th June 2020.

O. The first installment of the total upfront lease premium has already been paid by the Co-Developer vide RTGS Transaction no. _____ issued by the _____ Bank for an amount of Rs. _____ (Rupees _____) (Equivalent to 20% of the Upfront Lease Premium amount), before execution of this Co-Development Agreement. The remaining amount of upfront lease premium shall be paid by the Co-Developer as per the schedule mentioned in this Co-Development Agreement.

NOW THEREFORE THE PARTIES RECORD THEIR UNDERSTANDING AND AGREEMENT AS UNDER:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Unless the context otherwise requires, when used in this Agreement

1.1.1. **“Agreement” or “Co-Development Agreement”** shall mean this Co-Development Agreement along with the schedules and annexures attached hereto and shall include any modifications, alterations, additions or deletions hereto made in writing after the date of execution of this Agreement. Subject to the provision of SEZ Act 2005 and SEZ Rules 2006 (as amended).

1.1.2. **“Agreement Date”** shall be the date of signing of this Agreement.

1.1.3. **“Applicable Laws”** shall mean and include the Special Economic Zones Act, 2005 (the “SEZ Act”), Special Economic Zone Rules, 2006 (the “SEZ Rules”) as amended from time to time, Major Port Trusts Act, 1963 (the “Ports Act”), Major Port Authorities Act, 2021 and the rules framed therein, Policy Guidelines for land management by Major Ports, 2014 (the “Land Policy”) as amended from time to time and all other laws, brought into force and effect by the Central Government or the state including the rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to the Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as maybe in force and effect during the subsistence of the Agreement.

1.1.4. **“Applicable Permits”** shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals, and exemptions required to be obtained or maintained by the Co-Developer under Applicable Laws during the subsistence of the Agreement and thereafter, if any, in respect of the Project.

1.1.5. **“Approvals”** shall mean all the statutory/ regulatory approvals, permissions, consents, validations, confirmations, licenses and other authorizations and notifications from the State and Central Government Authority, regulatory or departmental authority that are required to be obtained, including but not being limited to the purpose, by the Parties either severally or jointly, as the case may be for the Co-Developer to be appointed as a co-developer under the SEZ Act for the Project and to further act upon this intent contained in this Agreement.

1.1.6. **“Authorized Operations”** means the entire list of operations that have been authorized by the Government of India to be carried out by the Co- Developer for

_____ as per approval by the Board of Approval (BoA), MOC&I including but not limited to the following operations:-

1.1.7. “**Basic Infrastructure**” shall mean facilities to be provided for the entire SEZ Area such as roads, water supply and distribution networks, sewage collection and treatment system, solid waste management system, power supply and distribution network, etc.

1.1.8. “**Board of Approval**” means the Board of Approval constituted under the SEZ Act and SEZ Rules and regulations framed there under.

1.1.9. “**Building**” means any construction by the Co-Developer at his own cost on the Project Land as per the approved plans.

1.1.10. “**Business Plan**” means the detailed business plan which has been submitted by the Co-Developer during the bid submission for the development, operation and maintenance of the Project Land by the Co-Developer.

1.1.11. “**Co-Developer**” means _____ and its successors, administrators and permitted assigns.

1.1.12. “**Conditions Precedent**” shall mean and include all the conditions stipulated in Clause 4 hereunder.

1.1.13. “**Developer**” means Jawaharlal Nehru Port Authority and its successors, administrators and permitted assigns.

1.1.14. “**Development Commissioner**” means the Development Commissioner of the SEZ Area appointed in terms of the SEZ Act and SEZ Rules.

1.1.15. “**DCR**” means the Development Control and Promotion Regulations issued by the competent Planning Authority of the SEZ Area and any amendments or modifications thereof

1.1.16. “**Encumbrance**” means any encumbrance such as easement, right of way, license, mortgage, charge, lien, hypothecation, pre-emptive right or security interest whether or not registered and howsoever arising, including by statute or common law;

1.1.17. “**GOI**” means the Government of India

1.1.18. **“Government Authority”** means any department, division or sub-division of the Central Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government, as the case maybe, and having jurisdiction over all or any part of the SEZ Area or the performance of all or any of the services or obligations of the Co-Developer under or pursuant to the Agreement.

1.1.19. **“Infrastructure for Construction Purposes**

” means provision of power & water for construction purpose and access to the Project Land,

1.1.20. **“Lease Deed”** means the lease deed for a period of 60 years to be executed by the Developer in favour of Co Developer in respect of Project Land, subject to the Co-Developer abiding by all the terms and conditions laid down in the Lease Deed, RFP and all other ancillary contract documents entered into by the Parties, including policies & guidelines formulated and notified from time to time and applicable to the Project Land, at no additional upfront lease premium payment upon approval of Development Commissioner and Board of Approval, Ministry of Commerce and Industry (BoA, MoC&I) contingent upon compliance to Terms and Conditions of the Co-Development Agreement

1.1.21. **“Lease Period”** means the lease of the Project Land for a period of 60 years, granted by the Developer in favor of the Co-Developer, subject to the Co-Developer abiding by all the terms and conditions laid down in the Lease Deed, RFP and all other ancillary contract documents entered into by the Parties, including policies & guidelines formulated and notified from time to time and applicable to the Project Land, at no additional upfront lease premium payment upon approval of Development Commissioner and Board of Approval, Ministry of Commerce and Industry (BoA, MoC&I) contingent upon compliance to Terms and Conditions of the Co-Development Agreement.

1.1.22. **“Lease Rent”** shall have the meaning ascribed to it in Clause 7.2.11 of this Agreement

1.1.23. **“Manufacture”** means to make, produce, fabricate, assemble, process or bring into existence, by hand or by machine, a new product having a distinctive name, character or use and shall include processes such as refrigeration, cutting, polishing, blending, repair, remaking, re-engineering.

1.1.24. **“Minimum Guaranteed Investments”** means the minimum amount of investments committed by the Co-Developer in its initial Business Plan submitted at the time of the tendering. These committed investments Expected to be made by the Co-Developer within a period of 2 years from the date of execution of the Lease Deed.

1.1.25. **“Party”** shall mean either the Developer or the Co-Developer, and “Parties shall collectively mean the Developer and the Co-Developer.

1.1.26. **“Free Trade Warehousing Zone”** means the project of developing Free Trade Warehousing Zone (FTWZ) as a part of the SEZ Area, with the required usage of FTWZ to be specified in Business Plan which is part of the tender submission.

1.1.27. **“Project Land”** means the plot No: _____, Sector __, SEZ admeasuring ____ Hectares/ _____ sq.m in the SEZ Area near JN Port, Navi Mumbai, as provided in Schedule I, to be allotted by the Developer to the Co-Developer on execution of the Lease Deed.

1.1.28. **“Project”** means the Processing Zone/Free Trade Warehousing Zone to be developed by the Co-Developer on the Project Land.

1.1.29. **“SEZ Act”** means the Special Economic Zones Act, 2005 together with the rules, notifications and circulars issued by the GOI and any amendments or modifications thereof.

1.1.30. **“SEZ Area”** means an area admeasuring approximately 277.387 hectares at JN Port, Navi Mumbai, Maharashtra.

1.1.30 **“Special Planning Authority”** or “SPA” shall mean that the Developer is appointed by the Government of Maharashtra vide its notification bearing no. TPS-1717/612/CR0219/17/UD-12 dated 20th December 2017 as per the Maharashtra Regional and Town Planning Act, 1966 for the SEZ Area.

1.1.31. **“Scheduled Bank”** shall mean a bank defined under Section 2 (e) of the Reserve Bank of India Act, 1934.

1.1.32. **“Unit” or “Units”** mean the unit or units sub-leased by the Co-Developer to customers/ parties approved by the designated authorities under the SEZ Act for carrying on their business activities within the premises of the Project Land.

1.2. Interpretation

In construing this Agreement:

1.2.1. The recitals stated hereinabove shall form an integral part of this Agreement.

1.2.2. The singular shall include the plural and vice versa and words denoting gender shall include all genders;

1.2.3. References to a person shall include a body corporate and an un-incorporated association of persons;

1.2.4. Clause headings are for convenience only and shall not affect the construction of this Agreement;

1.2.5. References to recitals, clauses, schedules and annexes are references to recitals, clauses, schedules and annexes of and to this Agreement;

2. CO-DEVELOPMENT OF THE PROJECT

2.1. The Co-Developer shall be entitled to enter and use the Project Land for carrying out the Authorized Operations. The Co-Developer shall own the structures on the Project Land and upon completion of the construction and development of the structures, the Co-Developer shall be entitled to identify customers/ Unit holders for occupying the built-up Units within the Project Land and shall have the right to sub-lease the Units with or without sub-lease of the Project Land appertaining thereto in the Project or part thereof, subject to the execution and registration of the relevant sub-lease documentation. Upon identification of the customers/ Unit holders, the Co-Developer shall be entitled to recover lease rent and receive the necessary advances, deposits, etc. attendant to the lease(s) and sublease(s) so created by the Co-Developer subject to the completion of all the necessary permissions by the unit holders as per the SEZ Act 2005 and SEZ Rules 2006 and amendments thereof.

2.2. The Developer shall undertake basic level of site development. The Developer shall also undertake development of the Basic Infrastructure facilities for the entire SEZ such as roads, water supply and distribution networks, sewage collection and treatment system, solid waste management system, power supply and distribution network etc. for the entire SEZ Area in general. However, all such facilities shall be developed in general for the entire SEZ Area and these facilities shall be made available till the boundary of the Project Land and shall be given from the nearest tapping point. It shall be the responsibility of the Co-Developer to provide infrastructure facilities inside the Project Land.

3. Lease Premium

The Co-Developer shall pay an upfront Lease Premium in the manner provided hereunder:

Installment	% of the Upfront Lease Payment	Timelines for the payment
1st Installment	20%	For Co-Developer: Within 3 months from the date of Letter of Intent (LOI)
2nd (Final) Installment	80%	For Co-Developer: Within three months from the date of approval of co-developer status from BOA, MoC&I.

4. CONDITIONS PRECEDENT

4.1. The execution of the Lease Deed shall be subject to the satisfaction or waiver of the following conditions precedent (the “**Conditions Precedent**”):

(a) The following Conditions Precedent shall be satisfied by the Co-Developer

- (i) The Co-Developer shall submit its application under Rule 3A of the SEZ Rules 2006 for obtaining the Co-Developer status, to the Development Commissioner, JNPA SEZ Area and the BOA / MOC&I and shall also execute the Bond-cum- Legal Undertaking for developers as prescribed under Rule 12(5) of the SEZ Rules, 2006. The Co-Developer shall submit documents and undertakings as demanded by the Development Commissioner & BOA, MOC&I for obtaining the status of Co-Developer.
- (ii) The Co-Developer shall submit a Business Plan in line with the initial business plan submitted by the Co-Developer at the time of bidding to the Authority. The same to be presented to the Authority by representatives of the Co-Developer.
- (iii) The Co-Developer shall be required to pay all the instalments of the Upfront Lease Premium as stated in clause 3 hereinabove.
- (iv) The Total Upfront Lease Premium is Rs. _____/- (Rupees _____ Only) based on actual area identified for the Project Land and more particularly described in SCHEDULE I hereunder written and delineated in the plan annexed hereto and marked as Annexure-“B”.

(b) The following Conditions Precedent shall be satisfied by the Developer

- (i) The Developer shall provide the requisite support and documentation required to facilitate and assist to the Co-Developer in obtaining the status of the Co-Developer, on a best effort basis.
- (ii) The Developer shall provide for “Infrastructure for Construction Purposes” as defined in clause 1.1.19 of this Agreement.

(c) The Co-Developer and the Developer can mutually agree to waive off the Conditions Precedent of the Developer for the execution of the Lease Deed

4.2. Bank Guarantee towards the payment of the remaining part of the upfront Lease Premium

DELETED

4.3. Right of the Developer during the Conditions Precedent Period

In case before the execution of the Lease Deed, for any reason, the Co-Developer fails to pay the remaining part of the upfront Lease Premium as per the schedule mentioned in Clause 3 or in case the Co-Developer is unable to complete its Conditions Precedent for reasons other than Force Majeure, preventing the Co-Developer from performing its obligations within a period of 2 (two) years from the date of execution of Co-Development Agreement, the Developer shall have the right to terminate the Co-Development Agreement. The Developer will also have the right to forfeit EMD in the form of Bank Guarantee submitted by the Co-Developer as a termination fee from the Co-Developer.

In case the Co-Developer fails to pay full or part of any instalment indicated in Clause 3 above and even after a written reminder by the developer, the Co-Developer is liable to pay the instalment amount in the manner provided therein, in full along with an additional amount towards penal interest on delayed payments calculated at the rate of 2% p.a. above the Marginal Cost of Funds Based Lending Rate (MCLR) of State Bank of India (SBI) within a period of 20 days from the time indicated in clause 3 above. In case of any outstanding claim of the Developer towards the instalment amount or towards the penal interest beyond the period of 30 days from the due date specified in clause 3, the Developer shall have the right to withdraw an amount equal to such outstanding claim from the Bank Guarantee submitted by the Co-Developer.

4.4. Right of the Co-Developer during the Conditions Precedent

DELETED

4.5. Force Majeure

Force Majeure Event means the occurrence of any of the events, set out below including the impact/consequence thereof which:

- (a) is beyond the control of the Party claiming to be affected thereby (the "Affected Party");
- (b) prevents the Affected Party from performing or discharging its obligations under this Agreement; and
- (c) the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

4.6. Events

Any of the following events which prevent the Affected Party from performing any of its obligations:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Land and by reasons not

attributable to the Affected Party or any of the employees or agents or contractors of the Affected Party);

- (b) strikes or boycotts (other than those involving the Affected Party or their respective employees/representatives, or attributable to any act or omission of any of them);
- (c) the discovery of toxic contamination or archeological remains on the Project Land that could not reasonably have been expected to be discovered through a site inspection;
or
- (d) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (e) for reasons of national emergency, national security or the public interest;
- (f) any event or circumstance of a nature analogous to any of the foregoing.

5. FUNDING OF THE PROJECT

The Co-Developer shall have to keep the Project adequately financed at all times in order to complete the Authorized Operations within the time schedules as per the Business Plan.

6. COVENANTS OF THE PARTIES:

- 6.1. The Developer undertakes to give possession of the Project Land to the Co-Developer upon execution of the Lease Deed and within completion of two years from the date of execution of Co-Development Agreement, or at any earlier date as mutually agreed by the Parties. It is agreed between the Parties that the Co- Developer shall take the possession of the Project Land by making a complete payment of the upfront Lease Premium to the Developer.
- 6.2. The Co-Developer shall consistently maintain his status as a co-developer by strictly complying with the provisions of the SEZ Act and SEZ Rules and orders there under. In the event the Co-Developer ceases to be a co-developer in terms of the SEZ Act, 2005 and SEZ Rules, 2006 orders there under, this Agreement is liable to be terminated subject to Clauses 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8 and 11.9.
- 6.3. It is agreed between the Parties that the development of the Processing Area and/or Free Trade Warehousing Zone in the Project Land as contemplated in this Agreement shall be the sole responsibility of the Co-Developer. The Co-Developer shall be responsible for designing, building, financing, operating and maintaining the Processing Area and/or FTWZ in accordance with the provisions of this Co-Developer Agreement and Lease Deed.

- 6.4. It is further agreed that Co-Developer shall be entitled to take all further steps necessary for the development and marketing of the Project Land in the Processing Area and/or Free Trade Warehousing Zone at its own cost, charges and expenses.
- 6.5. It is agreed that the Co-Developer may sub-lease the space in the Project Land only to units approved by the Development Commissioner, in accordance with Land Policy and Applicable Laws as amended from time to time with an intimation to the Developer.
- 6.6. Co-Developer shall carry out development of the Project Land as per approvals granted by BOA, MOC&I and as per the plans, designs approved by the competent Special Planning Authority (SPA). The allocation may later be changed based on legitimate business reasons and may be accordingly modified, subject to the Applicable Laws including SEZ Act and SEZ Rules
- 6.7. All deposits, advances, considerations etc. received by the Co-Developer from customers/ unit holders shall solely accrue to Co-Developer and Developer shall have no rights or claim whatsoever on said amount received by Co-Developer from customers/ unit holders.
- 6.8. Co-Developer alone shall be liable to the customers/ unit holders and Co-Developer shall indemnify and keep the Developer indemnified against the claim (s), if any made by such customers/ unit holders against the Developer for breach of the terms and conditions of the allotment made to such customers/ unit holders by the Co-Developer and the Developer shall not be liable for the same.
- 6.9. The Co-Developer shall keep the Developer fully informed of the progress of development of the Project Land from time to time. Upon request, the Developer shall have a right to inspect and/ or take copies of documents, agreements, approvals etc. executed by the Co-Developer in relation to development of infrastructure and facilities on the Project Land and the same shall not be withheld by the Co-Developer.
- 6.10. Co-Developer agrees that development of the Project Land would be executed in a manner so as to comply in all respects with the SEZ Act 2005 and SEZ Rules, 2006 and the orders and amendments made and notified thereof. The Co-Developer shall indemnify the Developer for any loss/ damage, cost, expense, liability arising out of any breach of the provisions of the SEZ Act and rules notified thereof.
- 6.11. The Co-Developer shall be entitled to entrust the construction, modifications, further development and provision of structures thereby creating the necessary infrastructure in the Project Land for the Units through one or several contractors on such terms and conditions as the Co-Developer may in its absolute discretion determine. The contractors of the Co-Developer would be allowed to avail all duty

benefits as available to them as per the SEZ Act & SEZ Rules and/or benefits as may be specially agreed to with the State of Maharashtra or GOI.

- 6.12. On completion of the Conditions Precedent by both the Parties and at the time of execution of the Lease Deed, the Co-Developer shall submit an unconditional and irrevocable Bank Guarantee towards the Performance Security for an amount equal to Rs. _____ (Rupees _____ only)) (not less than 5% of the upfront Lease Premium)(The "Performance Security") for the Project Land. The Bank Guarantee shall be kept valid at all times during the Lease Period. The Co- Developer further agrees that, it shall maintain this Performance Security in the form of a revolving Bank Guarantee.

7. RESPONSIBILITIES OF THE PARTIES

7.1. Developer

- 7.1.1. Developer shall prepare the basic site for the Project Land. Facilities, sewage line shall be given till the boundary of the Project Land. Basic Infrastructure other than the Infrastructure for Construction Purposes to be provided by the Developer in the SEZ Area shall be provided within a period of 12 months from the date of execution of the Co-Development Agreement.

- 7.1.2. Developer shall continue to abide by the terms and conditions of the Letter of Approval and subsequent approvals obtained from Department of Commerce, Ministry of Commerce & Industry, Government of India and other Government Authorities. Further, upon request from the Co-Developer and subject to the Co-Developer complying with the Applicable Laws, the Developer shall provide required documents, whichever is available with the Developer to facilitate the Co-Developer in procuring Applicable Permits required from any Government Authority for completion of construction on the Project Land.

- 7.1.3. Developer shall endeavor to facilitate and assist the Co-Developer in obtaining and maintaining Co-Developer status and obtaining other approvals, as required for the Project including approval to the Co Developer's Building Plan. Approval (or reasons for refusal) shall be accorded within 60 days of submission of plan by the Co-Developer, provided the Building plans submitted are as per the DCPR.

- 7.1.4. The Developer shall endeavor to assist in providing the clearances for grant of all permissions and approvals as may be required by the contractor of the Co-Developer.

- 7.1.5. DELETED

7.1.6. The Developer represents and warrants that the Developer is seized and possessed of the Project Land (Free Hold Land) which is a part of the SEZ Area. The Developer further represents and warrants that the said Project Land is free from all encumbrances.

7.2. Co-Developer:-

7.2.1. The Co-Developer shall provide, as and when required by any Government Authority, the status of the Project along with such other information as may be required by the Developer to satisfy the queries of the Government Authorities.

7.2.2. The Co-Developer shall provide a Performance Security in the form of a revolving bank guarantee at the time of execution of the Lease Deed and shall maintain the value of the bank guarantee as per the provisions of Clause 6.12 of this Agreement. The Co-Developer shall replenish the amount of the Performance Security within a period of 15 days from any claim by the Developer made in terms of the provisions of clause 11 of this Agreement.

7.2.3. The Co-Developer is entitled to prepare and finalize Building layouts, plans and specifications for the construction and get it approved from the Developer and from the relevant and competent Planning Authority (SPA) of the SEZ Area before starting construction on the allotted land. The Co-Developer shall take approval for height of building from Airport Authority of India, if necessary.

7.2.4. The Co-Developer shall apply and obtain approval from the Appropriate Authority /Board of Approval for being considered as the Co-Developer for the Project pursuant to this Agreement.

7.2.5. The Co-Developer shall abide by the terms and conditions of the Letter of Approval or any other conditions as may be imposed by the Board of Approval to the extent that the Co-Developer needs to perform and observe the same in respect of the Project.

7.2.6. The Co-Developer is not entitled to appoint any other entity as a Co- developer to execute the Authorized Operations in the Project Land.

7.2.7. The Co-Developer shall invest the Minimum Guaranteed Investment as per the Business Plan submitted at the time of the bidding and as stated in Clause 1.1.23 of this Agreement, subject to such extensions as may be granted by the Developer or upon occurrence of any event of Force Majeure. The Co-Developer should strive, on a best effort basis, to achieve the employment projections as per the Business Plan submitted at the time of bidding. The Co-Developer shall provide the necessary proof

by way of a certificate from the chartered accountant to substantiate the Minimum Guaranteed Investment amount to the satisfaction of the Developer.

7.2.8. The Co-Developer shall endeavor to construct the unit(s) /infrastructure and allied structures within a period as stipulated in the letter of approval / directions issued by SEZ authorities. The Co-developer should ensure the compliance by unit holders to terms and conditions of Letter of Approval secured by such unit holders.

7.2.9. All costs incurred in creating the structures for the operationalization of the Units in the Project shall be borne by the Co-Developer and the Co- Developer shall be the exclusive owner of the structures and such fitments, fixtures, equipment etc.

7.2.10. All required clearances, including Processing Area and/or FTWZ specific/ Unit specific environmental clearances, consent to establish, consent to operate and Approvals for the completion and operation of the Project shall be obtained by the Co-Developer.

7.2.11. Annual Lease rents:

The Co-Developer shall pay yearly rent at the rate of Rupee one per Square Meter for the entire Project Land during the entire Lease Period, as per Clause 16.2(d) of Land Policy Guidelines for Land Management, 2014. The Lease rent shall be payable by means of cheque/ demand draft/NEFT drawn in favor of the Developer, payable at Mumbai. The first annual rent shall be made on the date of the execution of the Lease Deed and subsequent payments shall be paid on or before the 1st day of January in each and every year till the expiry or early termination of the Lease Deed.

7.2.12. The Co-Developer shall be the single point of contact for the unit holders within the Project Land and shall arrange to adhere to the requirements of SEZ Act 2005 and SEZ Rules 2006, and Applicable Laws and shall be responsible for the timeliness and quality of the service provided.

7.2.13. The Co-Developer shall not only let out all the established capacity but would be also running the facilities and services smoothly for the activity of the customers/ unit holders in the Project Land.

7.2.14. In case, the successful bidder is a single entity, it shall hold at least 26% (twenty six percent) of subscribed and paid up equity share capital of the Special Purpose Vehicle (SPV) until 3 (three) years from the Date of Operationalization. Operationalization herein means raising of first invoice from Processing Area and/or FTWZ operations.

7.2.15. The Co-Developer shall notify the Developer within 7 days in writing in case of any transfer of shareholding in the Co-Developer's SPV and/ or direct or indirect change in the management control of the SPV.

7.2.16. The Co-Developer should abide by all the terms and conditions laid down in the Lease Deed, RFP, all other ancillary contract documents, policies & guidelines formulated and notified from time to time and applicable to the SEZ Area, and make it mandatory for the customers/unit holders to comply with the same. For the purpose of this clause, 'Other Ancillary Contract Documents' shall mean and include all the documents as per the Applicable Laws and amendments thereof and any directions issued by the Government Authority from time to time.

7.2.17. DELETED

7.2.18. Fencing:

The Co-Developer shall fence the Project Land within a period of two (2) months from the date of execution of the Lease Deed. The Co-Developer shall not encroach upon any adjoining land, road, pathway or footpath of the Developer in any manner whatsoever. Any such encroachment shall be deemed to be a breach of this Agreement. The Co-Developer shall be responsible for the maintenance of the fencing surrounding the Project Land.

7.2.19. Trees:

The Co-Developer shall at its own expense, before the completion of the construction, plant trees at least in the ratio of one tree per 100 sq. mtrs. of the Project Land or part thereof within the Project Land and shall maintain the trees so planted in good condition throughout the Lease Period.

7.2.20. Excavation

The Co-Developer shall not make any excavation on the Project Land nor remove any earth, subsoil therefrom, other than for the fulfilment of the purpose for which the Project Land is agreed to be leased to the Co-Developer. The Co-Developer shall use best reasonable efforts so that the surrounding land and common area possessed by the Developer or persons claiming through them are not disturbed.

7.2.21. Signage

The Co-Developer shall not affix or display or permit to be affixed or displayed on the Project Land, any sign-board, sky sign, neon sign or other advertisement painted, illuminated or otherwise without the previous written permission of the Developer, subject to the provisions of the Hoarding and advertisement policy approved by JNPA from time to time.

7.2.22. Prohibited Activities

The Project Land or the constructed Units on the Project Land shall not be allowed to be used for the following activities:-

- a. Any activity which can cause emission, odour, effluent, dust, smoke, gas, noise, vibration or fire hazard or declared as obnoxious by the Developer or by any other statutory or local body/authority;
- b. Any activity which is prohibited by the MPCB or any other such authority or which involves any discharge or emission of hazardous pollutant;
- c. Any activity which is prohibited for a processing SEZ Area under the SEZ Act/ SEZ Rules;
- d. Any illegal business/activities;
- e. Storage of any prohibited articles or commodities, which could cause damage to the Units constructed or to the neighboring occupier or others. The Co-Developer shall observe strictly the rules and regulations of the Government Authority;
- f. Erection or permission to erect on any part of the Project Land, any stable, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs, poultry or other animals and keep or permit to keep on the Project Land or constructed Units any animals;
- g. Carrying on or allow to be carried on, by any of its employees, agents, contractors or invitees, any unlawful, illegal or immoral activities, which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the Project Land.
- h. Shall follow the conditions of Environmental Clearance in so far insofar as they are related to the construction and operation of the Building.

7.2.23. Payment of Taxes, Rates, Duties, and Similar Impost

- a. The Co-Developer shall bear and duly pay and discharge all existing and future taxes, rates, assessment, cess, duties, impost, penalties and outgoings of every description from the date of execution of this Agreement, chargeable against an owner or occupier in respect of the Project Land and any Building erected thereon.
- b. The Co-Developer shall pay applicable Goods and Service Tax (GST) and any other taxes, charges, rates, duties and any similar impost as levied by the statutory authority on the transaction of any amount between the Co-Developer and the Developer.
- c. The Co-Developer shall indemnify the Developer towards any imposition of penalty or fine or dues, if and when levied by any authority in respect of any payment obligations of rates, taxes, cess, charges, similar impost etc. as indicated in this sub-clause, due to the construction by the Co-Developer.

7.2.24. Power connection

Power (electricity) connection, consumption deposits and other charges shall be borne and paid directly by the Co-Developer to the MSEDCL or any other authority including the Developer, supplying power to the SEZ Area, from time to time. The Co-Developer shall obtain power connection directly from the said authority by completing the formalities as prescribed by them in this behalf.

7.2.25. Maintenance for Infrastructure Services:-

The Co-Developer shall be liable to pay the maintenance cost from the date of execution of the Lease Deed on pro-rata basis, depending on the proportion of the demised premises of the Co-Developer. Such maintenance cost shall be finalized at actuals. The Developer shall ensure that the rates of such maintenance cost shall be competitive with other leading SEZ's in Maharashtra and outside. For the purpose of this clause, "Maintenance Cost" shall mean and include the cost of maintaining infrastructure, amenities/ utilities along with applicable administrative charges (eg: cost recovery charges for deploying SEZ officials/ outsourcing customer facilitation cell for the SEZ Area).

7.2.26. Preventing unlawful Encumbrance or Encroachment

The Co-Developer shall be responsible for protecting and preventing any unlawful encumbrance and/or encroachment of hutments etc. on the Project Land. In the event of failure by the Co-Developer in protecting the Project Land from any such unlawful encumbrances and/or hutments, the Co-Developer shall be liable to pay damage as prescribed by the Developer, till such unlawful encumbrance and/ or hutments are removed.

7.2.27. Insurance

The Co-Developer shall take full comprehensive insurance of the constructed Buildings, structure or other work at its cost and keep the same valid for the market value thereof throughout the Lease Period. In the event of destruction or damage to the Buildings, structures or other work on the Project Land or any property appurtenant thereto and in case of any such eventuality, the Co-Developer shall, reconstruct or repair the Building, structure or other work, either from the insurance proceeds or otherwise.

7.2.28. Access and Inspection:

- a. The Co-Developer shall allow any person authorized by the Developer to inspect, maintain and construct/reconstruct the sewer lines, water lines, storm water drains and other utility services or to do any other work in connection with inspection, construction or reconstruction within the Project Land without any obstruction or hindrance by the Co-Developer.
- b. The Co-Developer shall permit the Developer, its authorized officers, surveyors, workmen or others employed by the Developer, from time to time, and at all reasonable times during the License Period hereby granted, after previous notice (which shall be

deemed to be waived in the event of emergency) to enter into and upon the Project Land and to inspect the state of construction on the Project Land.

- c. If upon such inspection, appears that the construction is not in accordance with the plans approved by the approving authority (SPA), the Developer or any of its authorized representatives, may give written notice thereof to the Co-Developer calling upon it to restore the construction in accordance with the approved plans, as per the Applicable Laws.
- d. The Developer and any person authorized by the Developer shall during any such inspection use reasonable efforts to minimize interruption of activities of the Co-Developer or any entity claiming through the Co-Developer on or about the Project Land in fulfilling the Co-Developer's obligation or exercising the Co-Developer's rights under this Agreement.
- e. The Co-Developer shall also allow the Development Commissioner or its authorized officer to monitor and supervise the compliance of the Letter of Approval.
- f. Neither the grant of consent or permission or approval by the Developer nor any review or comment or observation or inspection of any document submitted by the Co-Developer shall relieve or absolve the Co-Developer from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits.

7.2.29. Solid Waste Management

- a. The Co-Developer shall observe scrupulously the following conditions regarding solid waste management.
- b. The Co-Developer shall keep 2 (two) streams of waste, one for food waste and bio-degradable waste and another for recyclable waste such as paper, plastic, metal, glass, bags, etc.;
- c. The Co-Developer shall identify locations for composting and disposal of waste within their complex;
- d. The Co-Developer shall ensure that no domestic/institutional waste shall be thrown on the streets, footpaths, open spaces, drains or water bodies.

7.2.30. Obligation towards other Agreements

It is expressly agreed that the Co-Developer shall, at all times, be responsible and liable for all its obligations under this Agreement, notwithstanding anything contained in any other agreement, and no default under any agreement shall excuse the Co-Developer from its obligations or liability hereunder.

7.2.31. Preference in employment of labour:-

The Co-Developer shall be free to employ personnel at its Project. However, first preference shall be given to JNPA Project Affected Persons (PAPs) to the extent that the qualified JNP PAPs are available and willing to join the Project. The process of

selection for the PAPs shall not be less favourable than that for other candidates. Wherever possible, other things being equal, the Co-Developer shall employ a Project Affected Person if the job descriptions / criteria laid down by the Co-Developer are met. After the selection of PAP candidates is made by the Co-Developer, but before the issue of the appointment letter, the Co-Developer shall send the list of selected candidates to the Collector, Raigad District through the Developer for verification.

8. INFRASTRUCTURE FACILITIES and UTILITIES

- 8.1. The Developer shall provide Basic Infrastructure facilities like roads, water supply and distribution networks, sewage collection and treatment system, solid waste management system, power supply and distribution network etc. at the boundary of the Project Land of the Processing Area and/or FTWZ at the cost of the Developer. The Co-Developer may avail the power on franchisee basis and supply the same for his own consumption as well as to other users, if any, within the Project Land.
- 8.2. The Developer shall during the Lease Period provide Basic Infrastructure facilities and utilities including water supply and electricity in accordance with the terms of Co-Development Agreement and more specifically in terms of the Clause 7.1.1 hereinabove at rates and on terms no less favorable than those generally available to commercial customers availing substantially equivalent facilities and utilities. Provided that unless otherwise agreed:
 - a. The power made available shall be as received by the Developer from the MSEDCL or any other sources entirely at the discretion of the Developer.
 - b. The water supply made available shall be as received by the Developer from CIDCO/ MJP.
 - c. The Co-Developer shall at its cost and to the satisfaction of the Developer, install meters to measure the consumption of power and water. The Developer shall endeavor to provide adequate quality and quantity of water and power to the Co-Developer so as to enable the Co-Developer to make available the same to the unit holders. However, the Developer shall not be liable in any manner for the shortage in or non-supply of these utilities.
 - d. The Co-Developer may, at its cost, make alternate arrangements for power including but not limited to installation of generators, subject to obtaining applicable permits, if any.
 - e. Utilities shall be charged at tariffs approved by the relevant nodal agencies (eg – MERC for Power). The Right of Way from the substation shall be granted to the Co-Developer for laying the electricity cable, communication cables, water supply pipelines etc. without any charge subject to prior approval of the route alignment from the Developer.

9. TERM OF THE AGREEMENT

This Agreement shall remain valid from the date of its execution till the date of execution of the Lease Deed to be executed between the Developer and the Co-

Developer or till the time of termination of the Agreement as per Clause 11 or as per the provisions of SEZ Act 2005 and SEZ Rules 2006, whichever is earlier.

10. GRANT OF LEASE

Soon after completion of the Conditions Precedent to the satisfaction of the Developer, in accordance with the terms and conditions stipulated in this Agreement and if the Co-Developer has observed all the stipulations and conditions of this Agreement, the Developer shall grant and the Co-Developer shall accept a lease of the Project Land for the Lease Period and at the yearly Lease Rent mentioned in the Lease Deed. However, the Lease Period shall be co-terminus with the Letter of Approval.

11. EVENT OF DEFAULT AND TERMINATION

11.1. Event of Default by the Co-Developer

The Co-Developer Event of Default means any of the following events unless such an event has occurred as a consequence of the Developer Event of Default or a Force Majeure Event:

- (i) the Co-Developer fails to use the Project Land for the Project works within 2 years from the date of execution of the Lease Deed.
- (ii) The Minimum Guaranteed Investments amount as specified in the Business Plan submitted at the time of the tendering is not realized within a period of 2 years from the date of execution of the Lease Deed.
- (iii) At any given point of time during the Lease Period, the Project Land is idle and the Processing Area and/or FTWZ is not in commercial operation for a continuous period of 1 year, after two years from the execution of the Lease Deed.
- (iv) The Co-Developer has failed to maintain its Co-Developer Status as per the SEZ Act and the SEZ Rules
- (v) Upon the early termination of the Lease Deed due to reasons attributable to the Co-Developer
- (vi) The Co-Developer fails to maintain a valid Performance Security as per Clause 6.12 of this Agreement
- (vii) The Co-Developer is in breach of any of its material obligations as specified in clause 7.2 of this Agreement
- (viii) If the Developer is satisfied that it is beyond the capacity of the Co-Developer to use the Project Land for the purpose for which it is agreed to be leased.
- (ix) The Co-Developer abandons or manifests intention to abandon the Project Land without prior written consent of the Developer.
- (x) The Co-Developer repudiates this Agreement or otherwise takes an action or evidences or conveys an intention not to be bound by this Agreement.

- (xi) The Co-Developer is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Co-Developer or for the whole or material part of its assets;
- (xii) The Co-Developer has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Developer, a material adverse effect; and
- (xiii) A resolution for winding up of the Co-Developer is passed, or any petition for winding up of the Co-Developer is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within ninety (90) days of the date thereof or the Co-Developer is ordered to be wound up by Court.

11.2. Upon the occurrence of the Co-Developer's Events of Default, the Developer shall without prejudice to any other rights and remedies available to it under this Agreement, be entitled to terminate this Agreement. Provided that before proceeding to terminate this Agreement, the Developer shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations and the circumstances in which the same has occurred.

11.3. **Consultation Notice:** The Developer exercising its right under Clause 11.2 shall issue to the Co-Developer a notice in writing specifying in reasonable detail the underlying Events of Default and proposing consultation amongst the Parties to consider possible measures of curing or otherwise dealing with the underlying Events of Default ("Consultation Notice").

11.4. **Remedial Process:** Following the issue of Consultation Notice by the Developer, within a period not exceeding 90 (ninety) Days or such extended period as the Parties may agree ("Remedial Period"), the Parties shall endeavor to arrive at an agreement as to the manner of rectifying or remedying the underlying Events of Default in the manner including but not limited to the following:-

11.4.1. In case the underlying events of default is non-payment of the Lease Premium, any payments, taxes, user fees payable by the Co-Developer, the Co-Developer shall be required to pay penal interest on delayed payments at the rate of 2% above the Marginal Cost of Fund Based Lending Rate (MCLR) of State Bank of India (SBI). The delay in payments shall be calculated for each day of default from the time any of such payments/ taxes become payable by the Co-Developer till such time the payment/ taxes along with the penal interest is paid by the Co-Developer.

11.4.2. It is further agreed between the Parties that the Developer shall have the right to deduct the amount as calculated above from the Performance Security submitted by the Co-Developer. In case of any such deduction, the Co-Developer shall promptly replenish the Performance Security to its original value within 15 days of such deduction.

- 11.4.3. It is further agreed that, in case the Co-Developer is in breach of any of its obligations specified in this Agreement and if even after the Remedial Period of 90 days, the Co-Developer continues to be in breach of such obligations, the Developer shall have the right to deduct a suitable amount as penalty from the Performance Security of the Co-Developer as finalized by its management after communicating the same to the Co-Developer in writing. In case of any such deduction, the Co-Developer shall promptly replenish the Performance Security to its original value within 15 days of such deduction.
- 11.5. **Obligations during Remedial Period:** During the Remedial Period, the Parties shall continue to perform their respective obligations under this Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.
- 11.6. **Revocation of Consultation Notice:** If during the Remedial Period, the underlying Event of Default is cured or waived, the Consultation Notice shall be withdrawn in writing by the Developer.
- 11.7. **Termination due to Events of Default:** If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived, the Developer shall have the right to terminate this Agreement forthwith without further notice. Upon a notice in writing ("Termination Notice") being issued, the Developer may, at its discretion, re-enter upon and take possession and control of Project Land and prohibit the Co-Developer and any person claiming through or under the Co-Developer from entering upon the Project Land and upon taking control, the Developer is free to sublease the Project Land for FTWZ operations to a third party.
- 11.8. The Termination Notice shall be of not less than 90 (ninety) Days and not ordinarily be more than 180 (one hundred and eighty) Days, ("Termination Period") and at the expiry of the Termination Period, this Agreement shall stand terminated without any further notice.
- 11.9. **Payments on the Termination:** On termination due to the Co- Developer's Event of Default, the Developer shall have the right to forfeit the Performance Security of the Co-Developer. In case of the termination due to the expiry of the Lease Period, the Developer shall return the Performance Security to the Co-Developer upon which the Co-Developer shall hand over peaceful and vacant possession of the Project Land to the Developer.
- 11.10. In the event of completion of entire Lease Period, the Co-Developer needs to vacate the Project Land subject to approval from SEZ authorities, as per the SEZ Act and SEZ Rules. The Project Land shall be returned back to the Developer on an "as is where is" basis as on the date of possession.

11.11. The Co-Developer will have the option to surrender the lease, subject to prior notice by the Co-Developer at least 6 (six) months in advance and with appropriate approval from SEZ authorities. Subject to the Co-Developer not defaulting on any of the clauses mentioned in this agreement and the Lease Deed, the Developer shall refund the proportionate upfront premium along with bank guarantee submitted by the Co-Developer, to the Co-Developer.

12. RESUMPTION OF PROJECT LAND:

- 12.1. Where the Developer exercises the power to terminate or determine the Agreement and to resume the Project Land, under any provision of this Agreement, then the Developer shall, by notice in writing served on the Co-Developer, resume the Project Land, and on receipt of such notice by the Co-Developer, the said Project Land shall be, and shall be deemed to have been, resumed by the Developer; and within three (3) months from the date of receipt of such notice, the Co-Developer shall subject to having paid the taxes, rates, cess, assessment and arrears of Lease Premium and other charges, if any, remove and take away all things attached to the earth and all his other belongings and restore the possession of the Project Land in as good condition as it was in at the time when it was put in possession thereof; and on its failure to do so within the period of three (3) months as aforesaid, the Co-Developer shall not be entitled to claim any compensation or allowance on account of Building or structures erected thereon, or any other erection made on the Project Land or towards any materials, plants, or whatsoever things lying on the said Project Land which shall absolutely vest with the Developer thereafter.
- 12.2. It is being expressly agreed and understood that the Developer shall have no liability whatsoever in respect of any work carried out by the Co-Developer, pursuant hereto in the event of termination or otherwise.
- 12.3. Upon the termination of this Agreement for any reason whatsoever it is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Developer to terminate the rights.
- 12.4. The resumption of the Project Land as indicated herein above shall be without prejudice to the right of the Developer to take steps to recover dues if any as arrears of land revenue and invoking the provisions of the Bombay Government Premises (Eviction) Act, 1955 for possession of the Project Land.
- 12.5. In case the Co-Developer fails to vacate the said Project Land after termination, the Developer shall be deemed to have taken possession and control of the said Project Land, and the Developer shall be entitled to restrain the Co-Developer and any person claiming through or under the Co-Developer from entering upon the Project Land or any part thereof.
- 12.6. The Co-Developer hereby appoints the Developer (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Co-Developer to deal with the said Project Land in any manner as it may deem fit, at any time after the termination of this Agreement, a sufficient proof of which shall be the declaration of any duly

authorized officer of the Developer, and the Co-Developer consents to it being registered for this purpose

13. CONFIDENTIALITY

Each Party shall retain in secrecy and keep strictly confidential all information including all documents, materials, memoranda, copies, reports, papers, surveys, data, graphs, charts, analyses, summaries, marketing plans, business plans and all other information related to the Project and this Agreement and all other information that it obtains from the other Party pursuant to this Agreement and not at any time copy or use or disclose to any other person, firm, corporation or authority such information except as may be first consented to in writing by the Party supplying the information and restrict the dissemination of such information to those of its trusted employees, agents and representatives as have a direct need to know such information and bind each such employee, agent or representative to keep secret such information as he shall receive hereunder.

14. Dispute Resolution:

The Parties agree that in case of any dispute or differences arising out of this Agreement shall be resolved through amicable settlement, failing which arbitration and legal remedies shall be resorted to.

15. Amicable Settlement

Where notice of intention to commence arbitration as to the dispute has been given, arbitration of such dispute shall not be commenced unless an attempt has first been made by the Parties to settle such dispute amicably. Provided that, unless the Parties otherwise, agree, arbitration may be commenced on or after the 15th day after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable settlement thereof has been made.

16. Arbitration

Disputes if any, between the Parties during the currency of the Agreement or after the completion of the work or abandonment thereof shall, be settled in accordance with Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Agreement. The disputes so raised shall be referred to a Sole Arbitrator as mutually decided by the Parties. The Arbitration shall be invoked by one Party issuing to the other a notice in writing invoking the Arbitration.

16.1. Place of Arbitration

The place of Arbitration shall be Mumbai, India.

16.2. Procedure

The procedure to be followed in the arbitration proceedings, including appointment of arbitrator/arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

16.3. Enforcement of Award

Any decision or award resulting from arbitrators shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

16.4. Fees and Expenses

The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrator. The arbitrator may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

16.5. Performance during Arbitration

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

17. Governing Law and Jurisdiction:

This Agreement shall be governed by the Applicable Laws. Subject to Clause 16, the Parties hereto hereby agree to submit to the jurisdiction of the Courts situated at Mumbai for the purpose of actions and proceedings arising out of this Agreement, and the Courts at Mumbai only shall have jurisdiction to hear and decide such actions and proceedings.

18. MODIFICATION OF THE AGREEMENT

No amendment, modification or addition to this Agreement shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their duly authorized representatives; and subject to obtaining requisite approval, if any, following such execution.

19. WAIVER:

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

20. SURVIVAL:

Termination shall:

- a) not relieve the Co-Developer, of any obligations hereunder which expressly or by implication survive termination hereof; and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability the Co-Developer, not relieve the Co-Developer of any obligations or liabilities for loss or damage to the Developer arising out of or caused by acts or omissions of the Co-Developer prior to the effectiveness of such termination or arising out of such termination.

21. SEVERABILITY:

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other authority to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.

22. NOTICES:

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by prepaid registered mail

addressed to the Party concerned at its address stated in the title of this Agreement or the fax numbers set out below and/or any other address subsequently notified to the other Parties

If to Developer:

Address: Jawaharlal Nehru Port Authority

Sheva, Navi Mumbai.

Telephone No.: 02267814157

Fax No.: 02227244178; 02267814178, Attention: Chief Executive Officer (SEZ)

If to Co-Developer:

Address: _____

Telephone No. : _____

Mobile no.: _____

Email ID : _____

Attention : Mr. _____

Such notices and other communications duly given shall be deemed to be effective if given by personal delivery, upon such delivery; or if sent by facsimile upon the next business day after sending thereof, or if sent by certified or registered mail, upon delivery or the Ten(10) calendar days following the day of dispatch thereof, whichever is earlier. Any change in the address of any Party shall be given in the same manner provided for in this clause.

23. LANGUAGE:

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

24. STAMP DUTY AND REGISTRATION:

The Co-Developer shall bear and pay wholly and exclusively the stamp duty payable under the Maharashtra Stamp Act, 1958 and the registration charges payable under the Registration Act, 1908 on this Agreement or any other agreement required to be executed under any Applicable Laws for the time being in force, between the Developer and the Co-Developer. The Co-Developer shall be obliged to provide a certified copy of the duly registered Agreement or such other document to the Developer within 15 (fifteen) days from the date of its registration

25. COUNTERPARTS:

This Agreement may be executed in 2 (two) counterparts, each of which when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their duly authorized representatives as of the date written herein.

SCHEDULE I

(Description of the Project Land) [Details to be provided by JNPA]

All that piece or parcel of land bearing Plot No. _____, Sector __, SEZ Processing Zone/FTWZ in JNPA SEZ admeasuring _____ Hectares or thereabouts and situated at Village: _____, Taluka: Uran, Dist: Raigad, Maharashtra, PIN 400707 and bounded as follows:-

On or towards the North by : _____

On or towards the South by : _____

On or towards the East by : _____

On or towards the West by : _____

SIGNED SEALED AND DELIVERED)

By the within named **Developer**)

Jawaharlal Nehru Port Authority)

Through)

Mr. _____)

In the presence of : _____)

SIGNED SEALED AND DELIVERED)

By the within named **Co-Developer**)

_____ through the hands of)
 Mr. _____)
 _____)

In the presence of : _____)

RECEIPT

RECEIVED a sum of Rs. _____/_____ - (Rupees _____
 only through RTGS mode of payment vide transaction Ids, given below, dated _____ 2023,
 being the First Installment i.e. 20% of the Lease Premium payable by the Co-Developer as
 per the terms of this Co-Development Agreement.

Bank Reference	Narrative	Value date	Amount
	JAWAHARLAL NEHRU PORT AUTHORITY _____ _____	_____	

We say Received
 Rs. _____/-

Jawaharlal Nehru Port Authority,

Authorized Signatory

Date:

Place: Mumbai

Annexure 'A'
Letter of Intent

Annexure 'B' Land Details as per Letter of Intent (lengths in metres)