**DEED OF LEASE**

**NOTE: -** FORMAT OF DEED OF LEASE TO BE USED IN CASESINVOLVING FOLLOWING SITUATION:-

1. WHERE PLOT IS ALLOTTED ON LEASE BASIS TO ORIGINAL PARTY, IS PERMITTED TO BE MORTGAGED WITH EDC Ltd./ BANKS; AND
2. THE ORIGINAL PARTY DEFAULTS IN PAYMENT OF DUES TO EDC Ltd./ BANKS, IN PURSUANCE OF SECTION 29 OF THE STATE FINANCE CORPORATION ACTT, 1951, BANKING REGULATIONS / SARFAISI ACT TAKES OVER POSSESSION OF SAID PLOT; AND
3. THE EDC LTD. /BANKS HOLDS AN AUCTION, AND REQUESTS IDC TO TRANSFER THE PLOT IN FAVOUR OF SUCCESSFUL BIDDER, TO WHICH REQUEST IDC ACCEDES.

**DEED OF LEASE**

This Deed of Lease is made on this \_\_\_\_\_\_\_\_\_\_\_ Day of \_\_\_\_\_\_\_\_\_\_ Month of \_\_\_\_\_\_\_\_\_\_\_ Year.

 **BETWEEN**

1. THE GOA, DAMAN AND DIU INDUSTRIAL DEVELOPMENT CORPORATION, a body Corporateestablished under the Goa, Daman and Diu Industrial Act, 1965 with its Corporate office at Plot No. 13-A/2, EDC Complex, Patto Plaza, Panaji-Goa. hereinafter called “**THE CORPORATION**” , ( which expression shall unless the context does not so admit, include its successors and assign) of the **FIRST PART;**

 **AND**

* 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereafter called “ **THE LESSEE**”, ( which expression shall unless it be repugnant to the context or meaning thereof, includes its heirs, executors, administrators, successors, and permitted assigns) OF THE **SECOND PART**;

**WHEREAS,** the corporation is the owner of or otherwise well and sufficiently entitled to the landed premises bearing plot no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafterreferred to as : the said Plot) admeasuring \_\_\_\_\_\_\_\_\_\_\_ square meters and forming a part of the large property surveyed under No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ situated in Village Panchayat/ Municipal limits of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acquired under Notification No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Section 6 of the Land Acquisition Act, 1894/ purchased with the Government approval vide letter no: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Estate now known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ INDUSTRIAL ESTATE, ( which hereinafter referred to as “ **THE SAID INDUSTRIAL ESTATE”);**

 **..2/-**

**-2-**

**AND WHEREAS,** the Corporation, vide Allotment Order bearing no: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ allotted to M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “ THE ORIGINAL PARTY”) the said plot on lease basis, upon the Original Party agreeing to pay premium amount of Rs. \_\_\_\_\_\_\_\_\_\_\_ ( Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) payable in \_\_\_\_\_\_\_\_\_\_\_\_ equal installments and further upon the Original Party agreeing to pay annual lease rent of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) and comply with the terms, conditions and covenants set out in the Allotment Order and the Deed of Lease executed with the Corporation;

**AND WHEREAS**, in pursuance of the above referred Allotment Order dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Corporation and the Original Party had executed Deed of Lease dated \_\_\_\_\_\_\_\_\_\_\_\_, registered under No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ submitted for registration at Serial No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at the office of Sub-Registrar of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**AND WHEREAS,** in terms of the above referred Allotment Order and the consequent Deed of Lease, the Original Party has paid to the Corporation total amount of Rs.\_\_\_\_\_\_\_\_\_\_\_ ( Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), which constitutes the entire premium amount payable/ part premium amount payable;

**AND WHEREAS**, the Original Party had applied for and obtained financial assistance from the EDC Ltd. /Banks, is hereinafter referred to as “**THE E.D.C Ltd. /Banks**” for sake of brevity.

**AND WHEREAS**, the Corporation had permitted the EDC Ltd. /Banks to take first charge over the said plot and utilise the same as security for re-payment of financial assistance, which was obtained by the Original Party;

**AND WHEREAS**, the Original Party committed defaults in the matter of re-payment of the loan obtained from EDC Ltd. /Banks.

 **..3/**-

**-3-**

**AND WHEREAS**, the EDC Ltd/ Banks in pursuance of the powers vested in it by Section 29 of the State Financial Corporation Act, 1951, Bank as per SERFAESI Acttook over the said plot from the Original Party;

**AND WHEREAS**, the EDC Ltd /Banks hold an auction for the disposal of the said plots which were taken over by the EDC Ltd/Banks from the Original Party in pursuance of the powers conferred upon Section 29 of the State Financial Corporation Act, 1951/ Bank as per SERFAESI Act.

**AND WHEREAS,** in the said auction, the Lessee herein was declared as the successful bidder;

**AND WHEREAS**, the EDC Ltd/Banks vide its letter dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, has intimated to the Corporation , that the Lessee herein is the successful bidder and further has requested the Corporation to transfer the leasehold rights in the said plot in favour of the Lessee herein;

**AND WHEREAS**, the Corporation vide its Order bearing no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ has agreed to transfer the leasehold rights in the said plot the lessee herein, provided the lessee herein agrees to pay annual lease rent @ 2% of the total premium amount of the plot at the prevailing rate along with applicable \_\_\_\_ % service tax on annual lease rent. However the present lease rent is Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) and service tax is Rs. \_\_\_\_\_\_\_and to pay all thedues and arrears which have arisen on account of the allotment of the said plots to the Original Party. Further there shall be 10% increase of lease rent for every 3 years from the date of Transfer Order dated \_\_\_\_\_\_\_\_\_\_.

**AND WHEREAS**, the Lessee has agreed to pay Corporation annual lease rent of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) and further pay and clear all the dues, liabilities and arrears which have arisen on account of allotment of the said plots in favour of the Original Party.

 **..4/-**

**-4-**

**NOW THIS DEED WITNESSED AS UNDER:-**

 In pursuance of the above referred order No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and in consideration the Lessee agreeing to pay annual lease rent@ 2% of the total premium amount of the plot at the prevailing rate along with applicable \_\_\_\_ % service tax on annual lease rent. However the present lease rent is Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) and service tax is Rs. \_\_\_\_\_\_\_. Further there shall be 10% increase of lease rent for every 3 years from the date of Transfer Order dated \_\_\_\_\_\_\_\_\_\_ and of the covenants, to be performed by the Lessee herein the Corporation does hereby demise to the Lessee the said plot together with all easements, appurtenances whatsoever belonging or in any way appurtenant thereto and free right to discharge at all times and for all purposes and from the said plot to the land adjoining the said plot to the public road and vice versa and TO HAVE AND TO HOLD the said plot unto the LESSEE with effect from \_\_\_\_\_\_\_\_\_i.e. the date on the Allotment order dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for a term of 30 years in the first instance.

(2) On expiry of the period of 30 years, if the Lessee be desirous to get the term of lease extended to another 30 years and of such desire shall give notice in writing to the Corporation, the corporation may extend the term of lease for a further period not exceeding 30 years, provided the Industrial Unit of the Lessee is set up completelyin all respects and the same functions successfully and to the satisfaction of the Corporation and that all dues and arrears have been duly observed. Provided always, that in no event the total period shall exceed 95 years in the whole, commencing from the date of original allotment order, i.e. \_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Lessee, with the intent to bind all persons into whosoever hands the said plots may come doth hereby covenant with the Lessor as under:-

(a) That the Lessee will during the continuance of this lease pay to the Lessor the yearly rent @ 2% of the total premium amount of the plot at the prevailing rate along with applicable \_\_\_\_ % service tax on annual lease rent. However the present lease rent is Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) and service tax is Rs. \_\_\_\_\_\_\_. Further there shall be 10% increase of lease rent for every 3 years from the date of Transfer Order dated \_\_\_\_\_\_\_\_\_\_. In case of failure or default, such amount shall carry penal interest @ 15% per annum.

 **..5/-**

**-5-**

b) That the Lessee will during the said term pay all rates, taxes and charges of every description including electrical/water/service charges now payable or hereafter to become payable in respect of the said plot or the building to be constructed thereupon by the Lessee.

c) That the Lessee will not make any excavation upon any part of the said plot nor remove any stone, sand, gravel, clay or earth therefrom, except for the purpose of laying foundation and executing any work pursuant to the conditions of this lease.

d) That the Lessee shall compulsorily utilize to the extent of at least 30% of the said plot area allotted for construction of factory building. In case of failure on part of the Lessee to utilize the minimum prescribed area built-up, the Lessor shall resume possession of the vacant portion of the said plot.

e) That the Lessee will not erect any building, creations or structures except a compound wall and steps and garages and necessary adjuncts thereto as hereinafter provided on any portion of the said plot outside the building line shown upon the plan annexed hereto.

f) If the Lessee has, at its own expenses, constructed an access road leading from the main road to the said plot will at all times hereinafter maintain the same in good order and condition to the reasonable satisfaction of the Lessor.

g) That the Lessee shall not construct or erect any buildings or structures on the said plot except in accordance with the applicable Building Regulations and with the previous approval in writing of the Lessor.

 **..6/-**

**-6-**

h) That the Lessee shall within three months of the date of commencement of the lease, submit to the Lessor the specifications, plans, elevations, section and details of the factory buildings to be constructed on the (saidplot), in triplicate for scrutiny and approval by the Lessor.

i) That the Lessee will not commence the work until the said plans, elevations are approved as aforesaid and thereafter it shall not make any alterations and additions except with the approval in writing of the Lessor.

j) That the Lessee shall strictly abide by the norms prescribed under the environmental guidelines issued by the Government from time to time.

k) That both in the completion of any such building or erections and at all times during the continuance of this demise the Lessee will observe and conform to the applicable Building Regulations and all Bye Laws, Rules and Regulations of the body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the said plot and any buildings thereon.

l) That the Lessee will observe and conform to all Rules, Regulations and Bye Laws of the local authority concerned and any other statutory regulations in anyway relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the said plot in order to keep the said plot and surroundings clean and in good condition to the reasonable satisfaction of the Lessor and shall not without the written consent in writing of the Lessor permit any labourers or workmen to reside upon the said plot or the building thereonand in the event of such consent being given will comply strictly with the terms thereof.

 **..7/-**

**-7-**

m) That the Lessee shall submit to the Corporation building plans for approval within three months and start the construction of the factory building within six months and complete the construction of factory building and commence the industrial activities within two years from the date of commencement of lease / allotment of plot.

n) The Lessee should implement the project in full as per the project report submitted by him at the time of filing application for allotment and should go into commercial production within 2 (two) years from the date of the allotment order or taking over possession whichever is earlier.

o) If the Lessee implement and go into commercial production within two years as per clause 2 (n) above, it shall be entitled for refund of the 20% of the amount paid by it to the Lessor towards premium of the said plot.

p) If the Lessee fails to start the construction or implement the project or go into commercial production within a period of 2 years from the date of the allotment order or taking over possession of the plot, the Lessor shall levy penalty as prescribed under clause II of the Goa Industrial Development Corporation Allotment Regulations, 2012.

q) That the Lessee will not make any alterations or additions at any time to the facade or elevations of any buildings or creation erected and standing on the said plot or architectural features thereof except with the previous approval in writing of the Lessor.

r) That throughout the said term of lease the Lessee at its own expenses and cost will substantially repair, pave, clean and keep in good conditions (including all usual and necessary internal and external painting, colour and white washing) the said buildings

 **..8/-**

**-8-**

and the drains, compounds wall, and fences thereunto belongings and all fixtures and additions thereto to the reasonable satisfaction of the Lessor.

s)That the Lessee will permit the Lessor, its officials/agents and servants from time to time and at all reasonable time during the term hereby granted after a week’s previous notice in writing, to enter into and or upon the said plot and to inspect the state and conditions thereof and if upon such inspection it appears that any repairs are necessary, the Lessor may by notice to the Lessee call upon it to execute such repairs and upon its failure to execute them within a reasonable time, the Lessor shall be entitled to do the same and recover the cost therefore from the Lessee. Without prejudice the Lessor may terminate this deed and resume the possession of the said plot along with the shed, buildings, if the Lessee fails to execute the required repairs or fails to reimburse the Lessor in this behalf.

t) That the Lessee shall not do or permit anything to be done on the said plot which may be a nuisance annoyance or disturbance to other units or the owners’ occupiers or residents of other premises in the vicinity. In the event the Lessee discharges anywaste of whatsoever nature from the factory building in the neighbouring area in violation of the environmental norms and / or the terms and conditions imposed by the Environmental Pollution Control Board, the unit will haveto be closed down immediately.

u) That the Lessee will use the said plot only for the purpose of a factory other than a factory for any of the obnoxious industries set out in Schedule- II hereto. The Lessor shall have the right to include or add any other industries to this list depending on the exigencies of the situation.

 **..9/-**

**-9-**

v) That during the continuance of the present lease, the Lessee will keep the buildings that may be erected on the said land insured in the joint names of Lessor and the Lessee against any damage by fire on their full market value and will produce the policy and receipts of payment to the Lessor on demand, and in the event of any buildings or part thereof being destroyed by fire, all the money received against the respective claim from the Insurance Corporation shall be spent in rebuilding and/or repairing the premises so destroyed by fire under the direction of the Lessor and to its reasonable satisfaction and whenever during said term the erected buildings are or any part thereof is destroyed by fire, hurricane or otherwise the Lessee shall reinstate and repair the same to the reasonable satisfaction of the Lessor and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage has happened. The Lessee shall be at liberty to keep the building insured against any other risks (besides fire) as it deems fit.

w) That the Lessee at the expiration or sooner determination of the lease will quietly deliver unto the Lessor the said plot and all erections and buildings, then standing or being thereon PROVIDEDALWAYS that the Lessee shall be at liberty if it shall have paid the rent and all other taxes, rates and assessments then due and shall have performed and observed the convenants and conditions herein contained prior to the expiration of the said term, to remove and appropriate to itself all buildings, erection’s and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor the said plot of land and hereby demised, levelled and put in good order to the reasonable satisfaction of the Lessor.

x) No change in the Constitution / Proprietorship or Partnership or a Private Limited or unlimited Company or of a registered or unregistered partnership firm to whom the said plot is handed over

 **..10/-**

 **-10-**

shall be recognised without the previous written consent of the Lessor. Such permission, if granted will be subject to such conditions that may be imposed and charges that may be levied by the Lessor from time to time.

y) In the event the Lessor permits changes in the Constitution or in the Articles or Memorandum of Association and on account of such change any legal documents or deeds are required to be executed or modified the Lessee shall bear all the expenses thereof.

z) If the Lessee shall sell, assign or part with the said plot for the then residue of the said term it shall deliver at the Lessee’s expenses within twenty days after every such assignment or assurance all the documents executed or duly registered under the Indian Registration Act, to the Managing Director or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require.

za) That the Lessor shall in no manner be liable or responsible for the supply of raw material, water and electric supply as the Lessoris itself dependent for this on the Government Authorities. The Lessee is therefore required to apply to the concerned Government Authorities as regards to supply of the same.

Zb) That the Lessee shall ensure that minimum of six ornamental trees are planted in the said plot around the buildings in consultation with Field Managers of the Lessor at the Estate.

 **..11/-**

**-11-**

3)  **PROVIDED ALWAYS** and it is hereby agreed between the parties hereto as follows:-

a) If and whenever any part of the rent and / or instalment or premium / water charges / Service Tax hereby reserved shall be in arrears the same may be recovered from the Lessee as arrears of land revenue under the provision Goa, Daman and Diu Public Moneys (Recovery of Dues) Act, 1986 or Goa Land Revenue Code, 1965, without prejudice to any other mode of recovery or action.

b) The Lessee shall have no right to transfer, sub-let or assign its rights in the said plot, the building/structures or parts thereof standing thereon, without obtaining prior permissions in writing from the Lessor. The permission if granted by the Lessor shall be subject to such conditions that may be imposed and fees/charges that may be levied by the Lessor from time to time provided the prospective Lessee, Sub-Lessee or a assignee enters into a convenant with the Lessor to bind himself to perform the terms and conditions of this lease.

c**)** In an event the Lessee transfer or assigns its rights or handover the physical possession of the plot to a third party without obtaining prior permission of the Lessor then such a transfer shall not be recognized for any purpose and the Lessor shall re-enter upon and resume the possession of the plot along with the structures standing therein, in addition to levying a penalty equal to 10% per year or part thereof, of the prevailing rate per sq. meter for the plot area from the date of such unauthorized transfers, for having violated the provisions of the Goa Industrial Development Corporation Transfer and sub-Lease Regulations, 2013.

d) In an event the Lessee further Sub-leases the said plot or the built up area without obtaining prior permission of the Lessor or hands over the physical possession of the said plot, the built up area or part thereof to a third party, then such a sub-lease shall not be

 **..12/-**

**-12-**

recognized for any purpose and the Lessor shall re-enter upon and resume the possession of the said plot and penalty equal the five times the Sub-lease fees, prescribed under clause 10(c) of the Goa Industrial Development Corporation Transfer and Sub-Lease Regulations, 2013, shall be levied for the period the unauthorized possession existed.

e)In the event of death or dissolution of the Lessee, the person to whom the title shall be transferred as heir or successor or otherwise shall cause notice to be given thereof to the Lessor withina period ofthree months from the date of such occurrence.

f) Whenever the instalment of premium, rent or other payments hereby reserved shall be in arrears for the term of thirty days whether the same shall have been legally demanded or not or whenever there shall be any breach of any of the covenants by the Lessee herein contained, the Lessor may re-enter upon any part of the said plot in the name of the whole and thereupon the terms hereby granted and the right to any renewal thereof shall absolutely cease and determine and the security deposit if any and the premium amount paid by the Lessee shall be forfeited. No compensation shall be payable to the Lessee on account of the buildings or improvements built or carried out on the said plot, or claimed by the Lessee on account of buildings or improvements built or made PROVIDEDALWAYS that except for non-implementation of the project as per Clause 2 (n) , non-utilization of minimum 30% of area as per Clause 2 (d) and non-payment of rent or instalment of the premium due as aforesaid, the power of re-entry and determination of lease hereinbefore contained shall not be exercised unless and until the Lessor gives to the Lessee, notice in writing its intentions to do so and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breaches within three months after receipt of such notice.

 **..13/-**

**-13-**

g) If the Lessee fails to start construction after 2 years or fails to implement the project and go into production even after the period of 4 years after the date of allotment or taking over possession whichever is earlier, the allotment made shall stand terminated, the plot along with the buildings and appurtenances standing therein shall stand reverted to the Lessor and the amounts paid by the Lessee to the Lessor shall stand forfeited. The Lessor shall resume the plot with all development on it and evict the Lessee.

h) The Lessor shall have the right to change the layout of the industrial area and the regulations and convenants relating thereto and in such eventuality, the Lessee shall be bound to observe and confirm with such changes and further the Lessee shall notset out any claims in this regard against the Lessor.

i) The Lessor reserves its right to revise the rent. Payment, fees, charges, taxes, deposits, and / or the rate of penal interest at the end of every year and the Lessee shall be bound to pay the rent, payment, fees, charges, taxes, deposits, etc. on demand by the Lessor. On account of such revision, if any additional stamp duty is required to be paid or new deed or document is required to be drawn up, then the Lessee shall provide such stamp papers and bear all other expenses relating thereto.

j) Any relaxation, indulgence granted by the Lessor should not be treated as waiver on behalf of the Lessor and will not prejudice or effect its rights to initiate action against the Lessee in case of a default.

k) In the event the Lessor accepts any arrears of rent or instalment of premium from the Lessee after termination notice is issued or eviction proceeding have been initiated, the same shall not be constituted as waiver or acquiescence on the part of the Lessor.

 **..14/-**

**-14-**

l) The Lessor reserves the right of utilizing vacant portions of the said plot allotted at any time for laying pipe lines, cables, underground drainage or drawing overhead electric lines without paying any compensation to theLessee for such use or without seeking permission.

m) The terms and condition specified in the allotment order no. IDC/ED/PISS/P-112/11/3972 dated 31/01/2013 shall form part and parcel of this deed as if specifically incorporated herein and shall be binding on the Lessee.

**4)** The Lessor does hereby convenant with the Lessee as follows:

a) If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee herein contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the said plot and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expenses in every respect of the lease grant to the Lessee a new lease of the said plot, by way of renewal, for a further term as may be decided by the Lessor on payment of premium as may be determined by the Lessor with convenants, provisos and stipulations contained in these presents, except that the buildings and other regulations referred to in such lease shall be such as the Lessor may direct and such new lease shall contain in lieu of this clause a covenant that the end of the said renewal as may be determined by the Lessor than the Lessor shall at the like cost and expenses grant to the Lessee further renewals and that every such renewal shall be for such term and subject to such covenants, provisos and stipulations as the Lessor may determine.

 **..15/-**

**-15-**

b) The Lessee paying the rent hereby reserved and performing all the convenants herein contained may hold and enjoy the said plot during the said term without any unlawful eviction, interruption by the Lessor or any other person whosoever claiming undue the Lessor.

**INWITNESS WHEREOF** the parties hereto have hereunto signed this Deed at Panaji, Goa the day and year first above written.

**SCHEDULE- I**

 All the said landed property being Plot No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ admeasuring \_\_\_\_\_\_\_\_\_\_\_ square metres in the property known as \_\_\_\_\_\_\_\_\_\_\_\_\_ INDUSTRAIL ESTATE bearing Cadastral/Lote/Survey No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ registred in the Land Registation Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at Folio \_\_\_\_\_\_\_\_\_\_\_\_ of Book \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and registred in the Taluka Revenue Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of thye respective MatrizPredial within the Muncipal/ Village Panchayat limits of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Taluka \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Sub-District \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Goa District and bounded as follows:-

On or towards the East by:-

On or towards the west by:-

On or towards the North by:-

On or towards the South by:-

**..16/-**

**-16-**

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

**LIST OF OBNOXIOUS INDUSTRIES.**

1. Fertilizer manufacture from organic materials, however that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.

2. Sulphurous, sulphuric, pitric, nitric, hydrochloric and other acid manufacture of their use or storage except an accessor to a permitted industry.

3. Ammonia manufacture.

4. Incineration, reduction or dumping of offal, dead animals, garbage or refuse on a commercial basis.

5. Tar distillation or manufacture.

6. Cement manufacture.

7. Chlorine manufacture.

8. Bleaching powder manufacture.

9. Gelatine or glue manufacture or process involving recovery from fish or animal offal.

10. Manufacture of storage of explosive or fireworks.

11. Fat rendering.

12. Fat, tallow, grease or lard refining or manufacture.

13. Garbage offal or dead animal’s reductions, dumping or incineration.

14. Stock-yard or slaughter of animals or fowls.

15. Tallow, grease or lard manufacturing,

16. Paper and paper products.

17. Charcoal.

18. Manufacture of Viscose Rayon.

 **..17/-**

**-17-**

19. In general those use which may be obnoxious or offensive by reason of emission of odour, liquid effluria, dust, smoke, gas, noise, vibration or fire-hazards.

Stamp duty of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ for the Original and Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the copies.

 The Stamp Duty on the said Deed is exempted to the extent of 50% vide Government Notification Finance Department No. Fin (REV)/2-42/8/2538/71(i) dated 23rd September, 1971. Registration number as SSI Unit as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**IN WITNESS WHEREOF THE GOA, DAMAN AND DIU INDUSTRIAL DEVELOPMENT CORPORATION** has caused the Chief Executive Officer, Goa, Daman and Diu Industrial Development Corporation to sign and affix its official seal hereto in its behalf and duly empowered by the Resolution No.\_\_\_\_\_\_\_\_ of the Corporation and the Lessee and the Confirming Party hereunto signed the Original and the triplicates the day and the year first above written.

**..18/-**

**-18-**

**SIGNED, SEALED AND DELIVERED BY**

THE WITHINNAMED: “LESSOR”

**SHRI\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CHIEF GENERAL MANAGER**

GOA INDUSTRIAL

DEVELOPMENT CORPORATION.

By virtue of Resolution No. 91/2003 of 269th Goa IDC Board Meeting held on 12/09/2003.

 **..19/-**

**-19-**

**SIGNED, SEALED AND DELIVERED BY**

THE WITHIONNAMED:- “LESSEE”

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**L. H. F. P.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

**R. H. F. P.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

**IN THE PRESENCE OF:-**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_