**AGREEMENT FOR USE/LEASE OF LAND**

This **Agreement for use/lease of Land**is made on the ………… **(“Agreement”)**,

**BETWEEN**

 **INDUS MEGA FOOD PARK PRIVATE LIMITED,** a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at H No8-2-603/1/10 Sri Venkateswara Nilayam, Krishnapuram, Road No 10, Banjara Hills, Hyderabad - 500034, represented through one of its officers and its authorized signatory Mr. ---------------- vide a board resolution dated ----------------(hereinafter referred to as the “IMFPPL” which expression shall unless repugnant to the context thereof, include its successors and assigns) of the **FIRST PART**;

 **AND**

 **(company name)**, a Company incorporated and registered under the Companies Act, 1956, having its Registered office at ........... (hereinafter referred to as **(company name)**, which expression shall unless repugnant to the context and meaning thereof, shall include its executors, administrators and permitted assigns) of the **SECOND PART;**

IMFPPL and (company name) are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**

 A. IMFPPL is a special purpose vehicle set up for establishing a ‘Mega Food Park’ pursuant to guidelines framed under the ‘Mega Food Parks Scheme’ (the “**Scheme Guidelines**”) of the Ministry of Food Processing Industries, Government of India (“**MoFPI**”). MoFPI has granted approval to IMFPPL to set up a ‘Mega Food Park’ at Village Panwa, Tehsil Kasrawat, District Kargone, MP (the “**Food Park**”) (the “**MoA**”), entered into between the President of India, acting through the Secretary, MoFPI and IMFPPL.

B. In terms of the MoA, IMFPPL is responsible for establishing the Food Park, including design, engineering, procurement, financing, construction, maintenance and operation of the Food Park in accordance with the provisions of the MoA, read with the Scheme Guidelines. Pursuant to the aforesaid, IMFPPL is in the process of operationalizing the Food Park at Village Panwa, Tehsil Kasrawat, District Kargone, MP, on land admeasuring approximately 110 acres (the “**Project Site**”).

C. As part of the development/setting up of the Food Park, IMFPPL has identified/developed certain individual plots on the Project Site, for the purpose of setting through third party(s), units for *inter alia*, manufacturing of food and related products as well as food processing activities in accordance with the Scheme Guidelines.

D. In accordance with the provisions of the MoA, Scheme Guidelines and the approved plan of the MoFPI, IMFPPL has undertaken to develop, operate and maintain the civil and related infrastructure and facilities at the Food Park.

E. (company name) has approached IMFPPL to acquire on lease and use a plot of land measuring**… Acres**, bearing plot no. …. in the Food Park(more extensively detailed in **Schedule A** hereto and hereinafter referred to as the “**Plot**”) for the purpose of setting up, operating, managing and maintaining ready to eat, ready to use food products, (“the **Unit**”) in compliance with the provisions of the applicable laws, the Scheme Guidelines, rules framed by MoFPI in relation to the Food Park and as per design and building plans sanctioned and approved by appropriate authority, as may be applicable.

F. IMFPPL has, upon the request of (company name), agreed to grant to (company name) right to use/lease the Plot and (company name) has agreed to take use/lease and occupy the Plot for setting up, operating, managing and maintaining the Unit, subject to the terms and conditions hereinafter.

**NOW THIS AGREEMENT WITESSETH AS FOLLOWS**

 **1. RIGHT TO USE**

IMFPPL hereby grants to (company name) right to use and occupy the Plot for setting up, operating, managing and maintaining the Unit and (company name) hereby accepts the same and agrees to use and occupy the Plot for a period of 99 (ninety nine) years (“**Term**”) extendable on mutually agreeable terms, except and always reserving to IMFPPL the following:

## (company name) undertakes and agrees to use the Plot only for the purpose of setting up, operating, managing and maintaining the Unit, and any change in use of the Unit shall be made only with the prior written consent of IMFPPL.

## (company name) acknowledges and accepts that the total built up area and other parameters on the Plot shall not be more than that permitted by the byelaws notified by the relevant local authority(s) (the “**Bye-laws**”). Accordingly, (company name) shall ensure that the plans and lay out of the Plot and any construction thereon has been approved by the local authority(ies) before commencing the construction of the Unit on the Plot.

## (company name) shall undertake construction on the Plot in compliance with the Bye-laws, the applicable laws, other rules and regulations including those of the State of Madhya Pradesh, in accordance with the Specifications and Standards, and as per design and building plans approved by relevant authority, as may be applicable, and execute and complete the works including installation of plant and machinery and commence production in its Unit within the period of 18monthsfrom the date of this Agreement(“Stipulated Period”).

## In case (company name) is unable to commence production in its Unit, within the Stipulated Period for reasons attributable to any State/Central governmental authority or any local authority/body having jurisdiction, then on an application from (company name), with supporting documents stating the reasons for delay and evidencing such delay, IMFPPL may extend the Stipulated Period, by such period(s) as it considers appropriate, only if IMFPPL is satisfied with the rationale for such delay.

## In case (company name) in unable to commence production in its Unit, within the Stipulated Period, for reasons not covered under Clause 1.4, on an application from (company name), IMFPPL shall consider such application, on merits and may grant such extensions, as it may deem appropriate, subject to payment of an extension fee, as may be specified by IMFPPL.

## In case, IMFPPL grants an extension to (company name) under Clause1.4 and 1.5 above, the Stipulated Period shall stand extended by the period so extended by IMFPPL.

In case, IMFPPL decides to reject the application for extension, the same shall be communicated to (company name) in writing by IMFPPL.

##

**2. LEASE/USAGE CHARGES**

## 2.1 Charges:

2.1.1 (company name) shall pay to IFFPL land lease cost on the following terms & conditions:

2.1.2 (company name) hereby agrees to pay an amount of Rs. …Lakhs/ acre for 99 year lease for … acres, amounting to Rs. ………. as usage/lease charges (“Usage/lease Charges”) for the Plot.

 The said charges are payable as per the payment schedule as per Annexure – 2 this agreement which would form part and parcel of this agreement.

**Note: Parties shall enter into an appropriate Land lease agreement and register the same before the jurisdictional sub- registrar at the relevant point of time after necessary approvals being obtained from the concerned authorities. The stamp duty and registration charges for the said lease agreement shall be borne solely by (company name). Taxes if any as applicable will also be to the account of the company.**

The Lease/Usage Charges shall be paid by way of deposit directly into the bank account, as per details to be provided by IFFPL.

**3. MAINTENANCE FEEAND OTHER CHARGES**

3.1 IMFPPL is entitled to demand and receive from (company name), annual maintenance charges/fees, from the date hereof, for providing services to the Plot, including water lines, maintaining roads, culverts, drains, storm water drains, parks, safety and surveillance services and other common facilities and services provided at the Food Park (“**Maintenance Services**”). The charges/fees for providing Maintenance Services will be Rs…. lakhs per acre per annum based on the costs and expenses incurred by IMFPPL, to provide the Maintenance Services at the Food Park and (company name) is required to pay to IMFPPL maintenance charges based on the total area of the Plot (“**Maintenance Charges**”). IMFPPL will intimate in advance, the Maintenance Charges, payable for each financial year on or before 15th March, of every year and the same shall be paid by (company name), in advance on an annual basis on or before 31st March of every such year. In case of default in payment of Maintenance Charges, (company name) is liable to pay interest @ 18% p.a. from the due date till receipt of payment of the Maintenance Charges by IMFPPL. In case, Maintenance Charges are not paid by (company name), for a financial year on or before 31st March, of such financial year, at the discretion of IMFPPL, such amount in default, shall be recoverable from (company name) by IMFPPL in terms of the statute or regulations, as applicable, at the relevant time. In the event the Maintenance Charges are in arrears for more than a year from the due date, (period mutually extendable) then, without prejudice to other rights, IMFPPL shall have the right to terminate this Agreement by a notice in writing to (company name) of 90 (ninety) days. If such notice is issued then (company name) shall have the right to clear the arrears within such notice period and upon such payment within the notice period the termination notice shall be withdrawn. IMFPPL as described above may change the format and periodicity of the Maintenance Charges, from time to time at its sole discretion. Taxes as applicable will be extra to the company and shall be paid without any demur. There will be an escalation of 10% every year on the last paid maintenance charges.

3.2 In order to enable green and clean environment at the Food Park, IMFPPL is developing/has developed other smaller projects in relation to treatment of wastage etc. User pay or polluter pay principle shall be followed in relation to such projects where all the units (including the Unit set up, operated, managed and maintained by (company name)) in the Food Park will be levied tariff based on volume and toxicity of effluent or sewage discharge by such units in the judgment of IMFPPL.

## Similarly, other value added facilities (as per Annexure I) shall also be available on user pay principle and not covered by the Maintenance Charges. Tariff schedule for utilization of such common facilities will be separately notified by IMFPPL periodically and from time to time. Taxes as applicable will be extra.

**4. RIGHTS AND OBLIGATIONS OF (COMPANY NAME)**

4.1 (company name) will investigate, study, design, construct, operate and maintain the Unit, at all times, in accordance with the Bye-laws, Scheme Guidelines, the provisions of this Agreement and the Specifications and Standards.

4.2 (company name) will obtain all permissions and clearances in relation to the development of the Plot and operation and maintenance of the Unit in conformity with the applicable laws and be in compliance thereof at all times during the Term.

4.3 (company name) will procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements, and permissions for materials, methods, processes and systems used in or incorporated into the Unit. (company name) shall observe all rules and regulations regarding maintaining health and safety, as prescribed by the concerned authority and will not carry on or permit to be carried on the Plot any obnoxious trade or business whatsoever or use the same or permit the use of same for any purpose other than for the purpose mentioned hereinbefore without the prior consent in writing, of IMFPPL, Further (company name) will not do or suffer to be done, on the Plot or any part thereof, any act or thing which may be or become a nuisance, cause damage, annoyance or inconvenience to IMFPPL or municipal or the local authority or occupiers of other plots in the neighborhood.

4.4 That (company name) at its own cost shall appoint, supervise, monitor and control the activities of the contactors under their respective agreements and erect buildings, on the Plot in accordance with the layout plan, elevation and design and in a position approved by (i) the municipal/local authority and (ii) IMFPPL, in writing and in a workman like manner, buildings and other structures, to be used as a food manufacturing/processing unit with all necessary out-houses, sewers, drains and other appurtenances and proper conveniences thereto according to municipal/local authority’s rules and bye-laws in respect of building drains, utilities and connection with main water line and sewers and will commence such construction within a period of 60 days from the date of these presents, or from the date on which physical possession of the Plot is handed over to (company name), whichever occurs later. (company name) shall commence the manufacturing and production from the Unit, within the stipulated period from the date of these presents or the date on which physical possession of the Plot is handed over to (company name) under these presents, whichever occurs later and within such extended time as may be allowed by IMFPPL in writing in its discretion, on the request of (company name).

4.5 (company name) will bear, pay and discharge, from time to time and at all times during the Term, all rates, taxes, charges, claims and outgoings, chargeable against (company name), in respect of the Plot and assessment of every description which during the Term may be assessed, charted or imposed upon either on IMFPPL or (company name) in respect of the Plot or building to be erected thereupon, by (company name).

4.6 (company name) shall, on a regular basis, provide to IMFPPL update and reports on the construction of the Unit. (company name) shall provide one set of approved plans to IMFPPL for its reference and records.

4.7 Whenever the municipal corporation, board or other notified local bodies do Tax assessment of the area that the Food Park is situated in, (company name) will be liable to pay and discharge all rates, charges, claims and outgoings, chargeable, imposed or assessed of every description, which may be charged, assessed or imposed upon them by the said local body, in respect of the Plot and any buildings/structures constructed by (company name) on the Plot and (company name) will abide by the rules and directives of such local body.

4.8 (company name) shall take all precautions for the prevention of accidents on or about the Unit and provide all assistance and emergency medical aid to accident victims. (company name) shall seek and obtain insurance cover for the entire plant and machinery to be installed in the Plot and shall continue to renew/seek and obtain insurance cover for the plant and machinery in the Plot for the Term. Further, (company name) will submit to IMFPPL, copy(ies) of the insurance cover(s) note and other documents/details in relation to such insurance cover, upon obtaining such insurance cover and upon every renewal, during the Term.

4.9 (company name) shall be responsible for safety, soundness and durability of the Unit including all structure forming part thereof and their compliance with the Specifications and Standards and Bye-laws.

4.10 (company name) shall promptly remove from the Plot, all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials and waste water), rubbish and other debris (including without limitation accident debris) and keep the Unit in a neat and clean condition and in conformity with the applicable laws. (company name) shall under any circumstances dig a bore well on the plot.

4.11 (company name) will neither make any excavation upon any part of the Plot nor remove any stone, sand gravel, clay, earth or any other materials(s) therefrom, except so far as may be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized and for leveling and dressing the Plot, covered by this Agreement.

4.12 (company name) shall not at any time without the previous consent in writing of IMFPPL, use the Plot or the buildings thereon or permit the same to be used for any purpose other than setting up the Unit and other activities ancillary and incidental thereto. Also (company name) will not be permitted to sink any borewell in its premises/unit.

4.13 (company name) will keep the Plot and the buildings to be erected thereon at all times, in a state of good, substantial and sanitary condition.

4.14 That (company name) shall keep IMFPPL indemnified against any and all claims for damage which may be caused to any adjoining building or other premises, by building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the municipal or local authority, in respect of the said works or of anything done under the authority of (company name).

4.15 That (company name) shall establish at its own cost an appropriate and efficient effluent treatment plant in its premises, and shall ensure that it is ready and functional as per the norms and specifications, laid down or stipulated by the Environment Protection Act, 1986 and Madhya Pradesh State Pollution Control Board or any other authority established by applicable laws for the time being in force, before production is commenced in the Unit proposed to be set up on the Plot.

4.16 That except as permitted pursuant to the provisions of this Agreement, (company name) will not make or permit any major constructions or erections or permit to be erected any new building without prior written permission of IMFPPL and the municipal or other authority concerned, and in accordance with the terms of such permission and plan approved by IMFPPL and the municipal/local authority requiring it so to do, correct such deviation as aforesaid, in writing, and if (company name) fails to correct such deviation within a period of 90 (Ninety) days from the receipt of such notice, then it shall be lawful for IMFPPL or municipal/ local authority, to cause such deviation to be rectified at the expense of (company name), which expense (company name) hereby agrees to reimburse to IMFPPL and/ or municipal/ local authority, the quantum thereof, as will be determined by IMFPPL / municipal/ local authority as the case may be. The decision of IMFPPL/ municipal / local authority, as the case may be in this regard shall be final and binding on (company name). The restriction contained above, is without prejudice to the rights of (company name), to carry out repairs, erections for the purpose of safeguarding or strengthening the existing constructions/ buildings or for carrying out modernization/improvement, of the Unit.

4.17 That the members, directors, officers and subordinates or agents, surveyors, workmen and other authorized representatives/employees of IMFPPL shall have access to the Plot and shall have the implied right and authority to enter upon the Plot and the Unit to be erected thereon, to inspect and view the state and progress of the works and for all reasonable purposes at all reasonable times, after giving advance notice in writing to (company name).

4.18 That (company name) agrees that it will commence construction at the Plot within 90 (Sixty)days from the date of execution of the Registered Agreement/ physical possession being handed over to (company name), whichever is later. Any delay in construction schedule should be approved by IMFPPL in writing.

4.19 That (company name) will not engage itself, or through its employees or agents or through any other person in any form of touting or disparagement of the goods/services of other tenants of IMFPPL.

4.20 That (company name) will not do or permit or suffer to be done on the Plot anything which may be or become a nuisance, annoyance, inconvenience or disturbance to IMFPPL or to any of IMFPPL’s other (company name)’s or occupiers of any adjoining or neighboring premises or visitors at the Food Park.

4.21 That (company name) shall at all times during the Term maintain all necessary Government Authorizations required to discharge its obligations under this Agreement.

4.22 That (company name) shall not permit or suffer the Facility or any part thereof to be used or occupied as a place for lodging, dwelling or sleeping or any unlawful purpose.

4.23 That (company name) shall not leave any waste materials or other refuse in or near the Unit. All waste materials or other refuse shall be removed with extreme care immediately from the Food Park.

4.24 That (company name) shall not store at any time explosives, petroleum, spirit or other inflammable substance and noxious or objectionable smokes, fumes, gases, vapours or odours, save and except those required in the normal course of business in the Facility.

4.26 That (company name) shall be responsible for maintaining the security of the Plot and the Unit.

4.27 (company name) shall ensure that the surrounding area of the Facility are also kept free of any litter originating from the Facility’s business and shall comply with IMFPPL’s direction to either increase the number of cleaners or take other appropriate measures to improve the situation in the event that the state of cleanliness in the surrounding area is deemed unsatisfactory by IMFPPL.

4.28 (company name) shall ensure that all fire hose reels, fire extinguishers, and all other fire equipment and fire protection systems in the Facility(s) are checked and serviced at least once annually by trained persons of an approved organization, authorized by the relevant Government Agency and a label certifying that the equipment and/or system is checked shall be attached to the same.

**5. RIGHTS AND OBLIGATIONS OF IMFPPL**

5.1 IMFPPL hereby agrees that (company name), subject to observing all the aforesaid conditions, shall peacefully hold, Use and enjoy the Plot during the Term of this Agreement without any interruption by IMFPPL, **PROVIDED THAT**, upon any breach or non-observance by Agreement or by any person claiming through or under (company name), of any of the aforesaid covenants or conditions in this Agreement, IMFPPL shall, unless a specific notice period or termination process has otherwise been specifically provided in this Agreement, give written notice of 30 (Thirty) days to (company name), to remedy such breach or non-observance. In case, (company name) does not remedy such breach(es) or observe such stipulations), indicated in the said notice, IMFPPL shall be entitled to, notwithstanding the waiver of any previous case or right of re-entry, enter upon the Plot and re-possess it, as if this right to use the Plot had not been granted and thereupon this Agreement shall absolutely stand determined and the arrangement under this Agreement stands terminated subject to the right of (company name) to remove all buildings, fixtures, materials and properties, which have been erected, affixed or brought into the Plot, by (company name), at no cost to IMFPPL, within further 30 (Thirty) days from the date of receipt of the communication from IMFPPL, in respect of determination of this Agreement, failing which IMFPPL shall have a lien over the same with the right to sell the same at any price it can get and utilize the sale proceeds for adjustment against the dues and retain the balance if any, and without any obligation to return the balance. If (company name) fails to make an application for being paid the said balance amount within 30 (Thirty) days, then it shall be deemed to have waived its right to claim the balance. All interest or increase arising on such balance amount shall be to IMFPPL’s credit and (company name) shall have no right on such interest or increase.

In case, IMFPPL desires to retain any building warehouse etc., the same may be retained by IMFPPL, subject to payment of compensation to (company name) as determined by IMFPPL.

5.2 IMFPPL does hereby covenant and agree that before the expiry of the Term, (company name) shall be entitled to remove all or any buildings, structures, plant and machinery and other materials/properties which at any time during the Term of this Agreement may have been erected or brought into the Plot, by (company name), without any claim from compensation whatsoever, from IMFPPL.

5.3 All Units at the Food Park will be supplied with water on best effort and on a chargeable basis by IMFPPL.

**6. BORROWINGSFROMBANKSANDOTHERFINANCIALINSTITUTIONS**

6.1 (company name) may arrange the required funds towards construction of buildings/structures, installation and erection of plant and machinery and towards other financial needs, for operating the Unit by taking loans/ borrowings from banks and other financial institutions or through any other source, on the security of the usage rights in the Plot and the buildings, structures, plant, machinery and goods in trade etc. with prior written consent of IMFPPL which consent shall not be unreasonably delayed or withheld. Any such security shall however be subject to the rights of IMFPPL to take possession of the Plot upon termination or expiration of this Agreement and other rights as specified in this Agreement.

6.2 It is clarified that (company name) shall not place, create or permit any contractor or any other person through or under (company name) to create or place any encumbrance over all or any part of the Plot, or any rights under this Agreement, save and except as provided in this Agreement.

6.3 That in case (company name) commits any default in repayment of the borrowings, the lender for the purpose of recovery of its dues, shall have all the power to initiate appropriate proceedings against (company name) including eviction proceedings against (company name) and shall be entitled to seek and obtain transfer of rights under this Agreement to any other person or to occupy the Plot itself, subject to making payment of any outstanding dues and other charges, penalties payable by (company name) to IMFPPL.

**7. RECOVERY OF DUES**

7.1 In addition to the right of IMFPPL to make any adjustments from any amount received from (company name), all dues payable and recoverable in respect of this Agreement including but not limited to, Lease/Usage Charges, interest and Maintenance Charges, shall be recoverable from (company name) by IMFPPL in terms of the applicable laws.

**8. JURISDICTION AND ARBITRATION**

8.1 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Madhya Pradesh, shall have jurisdiction over all matters arising out of or relating to this Agreement.

8.2 All disputes and differences in relation to the applicability, interpretation, rights and obligations of the Parties hereunder and/or arising under these presents, shall be referred to a sole arbitrator, to be nominated by the Director of IMFPPL. Within 30 (Thirty) days from the date of receipt of a request for nomination of sole arbitrator, the Director of IMFPPL shall, nominate a sole arbitrator and issue communication in respect of the same to the Parties. In case, the sole arbitrator is not nominated within the period stipulated hereinabove, the Parties will be at liberty to invoke the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent, amendments thereto or enactment(s) in substitution thereof, for appointment of sole arbitrator.

8.3 The arbitral proceedings shall be conducted in Bangalore, in English language and the Parties agree that, the arbitral award shall be binding and enforceable against them.

8.4 During the arbitration, the Parties shall continue to fulfill their respective obligations under this Agreement except for such obligations, which are the subject matter of the arbitration.

**9. LIABILITIES AND INDEMNITIES**

9.1 (company name) shall fully indemnify, defend and hold harmless IMFPPL against any and all proceedings, actions and third party claims arising out of a breach by (company name) of any of its obligations under this Agreement.

9.2 Without limiting the generality of this Clause9 (*Liabilities and Indemnities*), (company name) shall fully indemnify, hold harmless and defend IMFPPL including its officers, agents and affiliates from and against any and all loss and damages arising out of or with respect to (a) failure of (company name) to comply with any applicable laws, Bye-laws, Scheme Guidelines, Standards and Specifications or permits; (b) non - payments of taxes relating to (company name)’s contractors, suppliers and representatives’ income or other taxes required to be paid by (company name); or (c) non-payment of amounts due as a result of materials or services furnished to (company name) or any of its contractors which are payable by (company name) or any of its contractors.

**10. REPRESENTATIONS AND WARRANTIES OF (COMPANY NAME)**

10.1 The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of (company name)’s charter documents or any agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected.

10.2 There are no actions, suits, proceedings or investigations pending or, to (company name)’s knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute an event of default of (company name) under this Agreement or which individually or in the aggregate may result in any material adverse effect.

10.3 (company name) has complied with all the existing laws and has not been subject to any fines, penalties or injunctive relief or any other civil or criminal liabilities that in the aggregate have or may have material adverse effect.

10.4 The workers, employees, staff or agents engaged or employed by or on behalf of (company name) shall neither be nor deemed to be the worker, employee staff or agents of IMFPPL or MoFPI under any circumstances whatsoever and there is no such agreement for or regarding the workers between the Parties.

*For the purposes of this Clause, ‘material adverse effect’ means material adverse effect on (a) the ability of (company name) to observe and perform any of its rights and obligations under and in accordance with this Agreement; and/or (b) the legality, validity, binding nature or enforceability of this Agreement.*

**11. OTHER TERMS AND CONDITIONS**

11.1 On expiry of the Term, the Parties may extend the period of this Agreement, for further period(s), on mutually agreeable terms and conditions. In case, the Parties do not extend the Term, (company name) shall deliver the physical possession of the Plot, to IMFPPL. Prior to handing over physical possession of the Plot, (company name) shall have the right to remove materials and properties, brought into the Plot by (company name).

11.2 All notices, consents and approvals which are to be given and notification of any decision by IMFPPL shall be in writing and signed on behalf of IMFPPL, by the authorised person and the same shall be considered as duly served if the same has been delivered to in person, posted by registered post/speed post, even though returned unserved on account of refusal by (company name), addressed to (company name) at the usual or last known place of business or office or at the Plot under these presents or at the address mentioned in these presents or if the same has been affixed to the office building upon the Plot.

11.3 That the determination of this Agreement shall in no way prejudice or affect the rights of IMFPPL to recover from (company name), cost and expenses to rectify/restore, any damage which may have been caused to the Plot by (company name) or any one acting on its behalf, during the Term.

11.4 This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof. Except as otherwise provided expressly herein, no modification, amendment or supplement to this Agreement shall be effective and binding, for any purpose unless the same is in writing and duly signed by the Parties hereto.

11.5 No failure by either party to enforce any of the provisions of this Agreement at any time or for any period of time shall be construed as a future waiver of such provisions or the right of the other party thereafter to enforce any of the provisions of this Agreement.

11.6 Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or influence ability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision, in any other jurisdiction.

11.7 The obligation of the Parties shall be deemed to have been suspended and there shall be no liability for damages so long as and to the extent that the performance of this Agreement by either/both Party(ies) is/are prevented, hindered, delayed or otherwise rendered impracticable as a result of any event of Force Majeure.

11.8 Section headings in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

11.9 This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

11.10 Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto, their respective successors and permitted assigns (in case of (company name)) any rights, remedies, obligations of liabilities under or by reason of this Agreement.

11.11 All expenses towards execution and registration of this Agreement including stamp duty, registration charges etc. thereof shall be borne by (company name).

11.12 (company name) shall pay all contributions, taxes and premiums payable under applicable laws, during its performance under this Agreement and all applicable sales, excise, transportation, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save IMFPPL harmless from liability for any such contributions, premiums, and taxes.

11.13 Except as otherwise provided in Section 6 of this Agreement, (company name) shall not assign this Agreement, in whole or in part, or any rights hereunder without the prior written consent of IMFPPL. Provided however, IMFPPLshall reserve the right to assign its rights, title or interest in this Agreement in favour of any party without the prior written consent of (company name).

**IN WITNESS HEREOF the Parties hereto have set their hands the day and in the year first above written.**

For and on behalf of IMFPPL

**INDUS MEGA FOOD PARK PRIVATE LIMITED**

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

Name:

Designation:

Witness:

For and on behalf of **(COMPANY NAME)**

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

Name:

Designation:

Witness:

**SCHEDULE A**

**(Description of Plot)**

All that piece and parcel of land measuring … sqm situated on Plot No. … within the Food Park at Village Panwa,Tehsil Kasrawat,District Kargone, MPand surrounded by

One or towards the North by : .

One or towards the South by :

One or towards the East by :.

One or towards the West by :

**Annexure I**

**LIST of value added available on chargable basis**

1. All facilities in F&V complex including:

1. Ripening Rooms
2. Washing, grading & sorting facility
3. Hi Care cutting & packing facility
4. Cold Stores
5. Frozen Stores
6. Pulping facility
7. IQF
8. Spiral Freezer
9. RTE preparation space

2. Warehousing facility

3. Silos

4. Weigh Bridge

5. Truck Yard

6. Office Space

7 Canteen Facilities

8 R&D and QC Lab

9. C.E.T.P

**Annexure 2**

**SCHEDULE OF PAYMENT**