ANNEXURE - II

LEASE DEED FORMAT

THIS DEED OF LEASE, made the ......................day of ....................Two thousand and .................between THE TRUSTEES OF THE MUMBAI PORT TRUST, a Body corporate under the Major Port Trust Act, 1963 represented by its ................................................... of ...................................................aged...........years having office at Port Bhavan, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai-400 001. (hereinafter called "the Lessor") on the one part and

..................................................................................................................hereinafter called "the Lessee") of the other part, WITNESSETH that the Lessor does in consideration of the premium paid as stated hereunder and rent to be paid as herein referred and other terms and conditions on the part of the Lessee to be observed, hereby grants to the Lessee, a lease of ALL THAT piece of land containing by and measurement .................................... and water area ...........................................-or thereabouts, situated at------------------------------------ ----P & V Dock wall, Mumbai which piece of land and water area is more particularly described in the schedule hereunder written and for greater clearness delineated with the boundaries thereof on the plan annexed hereto TO HOLD the same for the term of _______ (years for which the lease has been granted by the Board of Trustees of the Lessor) from the ..................day of ...................(the date of commencement of lease) to the..................day of ............ (date on which the lease will expire) subject to the following conditions :

1. 

a) The Lessee shall pay the Lessor during the said term as yearly lease rent clear of all deductions Rs...........(Rupees..................................................only) (corresponding to the base lease rent @ Rs. _______ per sqm------------------per annum for the base year______) with --------% annual increment in the lease rent.

b) The Lessee has paid the Lessor Upfront fee, as premium for the lease of the land, an amount of Rs.............. (Rupees ..................................................only), the said Upfront fee being non-refundable under any circumstance save except as per clause No. .................

c) The Lessee has deposited with the Lessor as Security Deposit towards rent an amount of Rs..............(Rupees ..................................................only) (the receipt of which the Lessor hereby acknowledges) adjustable in terms of the provisions (a) above, which will be replenished to the extent of annual enhancement in the lease rent.

d) The Lessee has executed a Bank Guarantee of Rs. ____________ as
performance security valid for ------- months from the date of award and renewable there after every five years.

e) If the Lessee defaults in payment of the rent any time, necessary adjustments may be made by the Lessor from the amount in deposit and the Lessee shall make up the corresponding deficit in the deposit. The Lessee shall also pay towards security deposit referred to above, the differential amount in rent, consequent on the revision of base lease rent provided herein. The security deposit so paid shall be refundable without interest on the termination/expiry of the lease.

f) The Lessee shall from time to time and at all times during the said term pay and discharge all rates, taxes, charges, and assessments of every description which may at any time hereafter during the said term be imposed, charged or assessed upon the said premises hereby demised or the building to be erected thereon, whether it be payable by the Lessor or the Lessee.

g) The Lessee shall be bound to pay interest on all overdue payments from the date when the same becomes due at the rate as specified in the Scale of Rates for the time being in force and as revised, subject to a minimum of Rs.100/- (Rupees one hundred only) it being made clear that the liability for payment of interest shall not affect the other rights accruing to the Lessor on account of such defaults on the part of the Lessee.

h) If the Lessee makes default in payment of the lease rent, electricity & water charges, vessels/ yacht related charges or any other charges/dues to the Lessor and/or interest as provided hereinbefore, the Lessor shall be entitled to revoke this agreement and cancel the lease forthwith. The Lessee shall thereupon forfeit all his/its rights thereunder and shall remain liable for any sum then due by the lessee and also for any loss, which may be caused to the Lessor by reasons of such default.

i) The Lessor also reserves the right to disconnect electricity & water connection and stop all port related services to the lessee in the event of non-payment of any of the dues as stated above and the Lessee shall be solely responsible for any loss or damage arising out of this.

j) The Lessee undertakes to discharge any and all liability of the original lessee, including the remittance of dues, towards the Port, which may at any time be demanded by the Port.

k) Lessee shall not create any third party interest in the leased land in any manner i.e. sublet, sublease, transfer, assignment, etc.
2.
   a) All plans for the development of leased property shall be got approved by the Competent Authority of Civil Engineering, Department of the Lessor. The plan should also be got approved by the Local Authority concerned before the commencement of the work.

   b) The Lessee shall not at any time without previous consent in writing of the Lessor, erect or suffer to be erected on any part of the premises any building other than and except the buildings/structures as approved by the Chief Engineer of the Lessor and existing at the time of transfer or make any alteration in the plan or elevation of the said building. The lessor shall further see that the buildings put up are in reasonable conformity with the purpose i.e. storing, handling, bagging etc. in elevation, style of constructions and materials used. The Lessee shall also obtain such other approvals/permissions as are statutorily required for the construction of such buildings.

   c) The Lessee shall use the said land for construction of building(s)/structure(s) ................ for the purpose for which, the land has been leased, unless otherwise approved by the Lessor and shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the said land. Any such materials obtained from the site should be placed or disposed of as directed by the Chief Engineer of the lessor or his/its authorised representative.

   d) Building/structure(s) erected on the leased premises shall not be occupied until a formal order of allotment is issued by the Lessor.

   e) If the Lessee has completed the construction of the building/structure(s) as provided herein within the stipulated period:

      (i) The Lessee shall have the liberty to use the said land for purposes connected with his/its trade or business.

      (ii) It is made clear that the Lessee should utilise the maximum permissible area of the land leased for the development of ......................... and the Lessor reserves the right to repossess without any claim to compensation whatsoever, the whole or part of the portion left unutilised and use the same in any manner deemed expedient by the Lessor. In case there is any dispute regarding the extent of land that should be utilised for the construction or the extent to be repossessed, the decision of the Board of the Lessor shall be final and binding.

   f) The Lessee shall not at any time without the previous consent in writing of the Lessor erect or suffer to be erected on the said land any building(s)/structure(s) nor permit the same to be used for any purpose other than that specified above. In case Lessee fails to do so the lease shall be liable for termination.
g) If the land cannot be utilized for the purpose for which it is allotted, the land shall be surrendered subject to prior notice by the lessee at least 6 (six) months in advance.

h) If the Lessee does not comply with such terms and conditions or does not execute the lease deed within six (6) months from the date of handing over of the land by the Lessor, the Lessor shall be at liberty to terminate the lease and thereupon the Lessee shall remove the structures erected or other improvements made by him/it without any claim to compensation whatever and restore the premises to its original condition, within such time as directed by the Lessor. If the Lessee does not remove the building and fixtures or restore the premises to its original condition as required and within the time prescribed, the Lessor shall have the right to remove the said building and fixtures and restore the said premises to its original condition and the cost of such removal and restoration shall be realised from the sale of materials and the balance, if any, from the Lessee. In case there is any amount left from the sale price of the materials so removed, after realisation of the cost of removal and restoration referred to herein, the same may be utilised by the Lessor for recovery of any other amounts that may be due to the Lessor from the Lessee.

i) Should the Lessee fail to complete construction of building/structures/development works proposed on the land and water area within ----- ----- months of handing over of the land and water area by the Lessor, the Lessor reserves the right to terminate the lease and repossess the land and water area. However, in exceptional cases where the Lessor is satisfied that the delay is for reasons beyond the control of the Lessee, like statutory clearances, the Lessor may grant extension of the construction period.

j) The Lessee shall obtain all statutory and mandatory clearances as may be required under law including environmental clearances from appropriate authorities, before execution/commissioning of the project and from time to time thereafter.

k) The Lessee shall observe and perform all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and are deemed to be a part of the lease deed and shall be binding on the Lessee.

l) The lease shall be governed by provisions of the Major Port Trust Act, 1963, Indian Ports Act, 1908 and all directives issued by the Government of India from time to time. It shall be binding upon the Lessee to comply with all such directives issued by the Government of India and communicated by the Lessor.

m) The Lessee shall at all times during the subsistence of the lease maintain the premises in good sanitary condition and repair and keep the building(s)/structure(s) erected and/or to be erected on the said land in good and tenantable condition.
n) If, on request in writing by the Lessee the Lessor removes/relays/reroutes or causes removal/relay/re-routing of any utility services such as underground or overhead electric lines, telegraphic or telephonic lines, water pipelines, drains etc., from the said land, the Lessee shall pay the Lessor the cost of such removal within fourteen days from the date on which demand in writing for such cost is served on the Lessee.

o) The Lessee will pay for any damage done by him/it or his/its Employees/Workers or agents during the aforesaid period to any property of the Lessor on the said land or land adjacent thereto.

p) The Lessor shall not be responsible to the lessee or any other person(s) for any loss or damage or injury to life or property arising directly or indirectly from the use of the leased land and water area and the activities the lessee is engaged in on the said land during the period of lease. The Lessee shall also indemnify the Lessor against all loss or damage or injury to life or property of any one including third party or claims and costs thereof arising directly or indirectly from the use of the leased land and the activities the lessee is engaged is on the said land during the period of lease.

q) Hoarding or advertisement board for third party advertisement etc. shall not be erected in the leased premises without the written permission of the Lessor.

r) After the expiry/termination/determination of lease or forfeiture of lease on account of change of user assignment, etc., if the lessee continues to occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the lease rent in accordance with the prevailing SoR or three times the market rate as the case may be, till vacant possession is obtained.

s) If a lessee breaches/violates provisions of Lease Agreement, the Mumbai Port Trust reserves the right to impose appropriate penalty on the lessee or cancel the lease depending on the nature/magnitude of breach/violation. Such penalty may be imposed after giving a reasonable opportunity to the lessee to present his case.

t) Lease agreement also provides that within three months of expiry/termination/determination of the lease the lessee shall remove all structures at his own cost, failing which these will vest with the port free of all encumbrances.

u) The Government or the Mumbai Port Trust reserves and shall have the right to resume the possession of leased land in public interest before expiry of lease period. In such cases, the lessee may be given an option to relocate his activities in another suitable location to be offered by the Port.
3. 

a) The Lessee shall be entitled to surrender the whole or a part of the land and water area already leased before the expiration of the said term of ...........provided the Lessee shall give six months notice or pay six months rent in lieu thereof. In cases where the whole or a part of land is surrendered at the instance of the Lessor, the Lessee shall not be liable to give notice or rent in lieu thereof as above. Rent will, however, be payable for the period upto the date of surrender of the land.

b) The Lessee shall utilise the maximum permissible area of the leased land and water area for the construction of the structures and the lessor reserves the right to re-possess without any liability for payment of compensation, the whole or part of the portion of the land left un-utilised and use the same in any manner deemed expedient by the lessor.

4. 

(a) It is agreed between the parties that notwithstanding any other provisions herein contained, the Lessor shall be entitled to cancel the lease either in respect of the whole land and water area covered by the lease or any part thereof, with the improvements thereon, if any, before the expiration of the period specified herein if such land or part thereof, is required for Port's own purposes and in that event, the Lessee shall be entitled to corresponding remission of the Lease Rent where applicable and compensation payable will be worked out by the Chief Engineer, Mumbai Port Trust in accordance with the following formula, in respect of the buildings and fixtures, if any, which at any time during the currency of the lease may have been erected or affixed by the Lessee upon the said land, provided, however, that in case of any dispute between the parties hereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Lessor shall be final and binding.

(b) At the time of termination of the Lease on the expiry of the Term thereof, or an earlier termination thereof, as provided herein, if the Lessor requires the buildings or other fixtures erected on the land for its own use or otherwise, the Lessor shall be entitled to take over the same by paying compensation in respect of the same to the Lessee on the basis of the following formula, provided however that in case of any dispute between the parties thereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Lessor shall be final and binding.

FORMULA PRESCRIBED FOR PAYMENT OF COMPENSATION

\[ DV = R + ((E-R) (L - A)) \]
L

\[ DV = \text{DEPRECIATED VALUE} \]
\[ E = \text{PRESENT DAY COST} \]
\[ R = 10\% \text{ Of } E. \]
\[ L = \text{ASSESSED LIFE} \]
\[ A = \text{PRESENT AGE}. \]

5.

a) AND THE Lessor hereby agrees that the Lessees observing all the aforesaid conditions, shall peaceably hold and enjoy the said land during the said term without any interruption by the Lessor, provided that upon any breach or non-observance by the Lessees or by a person claiming through or under the Lessees of any of the aforesaid covenants or conditions the Lessor may, notwithstanding the waiver of any previous cause or right of re-entry enter upon the said premises and re-possess it, as if this lease had not been granted and thereupon this demise shall absolutely determine and the Lessee shall be entitled within three calendar months from the date of such re-entry to remove all building and fixtures which at any time during the currency of this lease shall have been erected or affixed by the Lessee upon the said land without any claim to any compensation whatsoever.

b) And the Lessor doth hereby further agree that before the expiration of the said term (the date on which the lease expires) the Lessee shall be entitled to remove all or any building and fixtures which at any time during the currency of this lease shall have been erected or fixed by the Lessee upon the said land without any claim to any compensation whatever, and surrender the leased premises to the Lessor on giving six months' notice of the same or six month's rent at the then prevailing rate, in lieu thereof.

c) It is distinctly agreed that the Lessees shall not claim or be entitled to any compensation whatever except as regards buildings and fixtures not removed by the structures Lessees from the said land in compliance with a request in writing by the Lessor.

d) It is also distinctly agreed that the Lessee shall deliver up the demised premises at the expiration or sooner determination of tenancy restored to its former condition.

e) The Lessor shall be entitled to allow any public utility services such as electric posts, or cables, water supply, sewer lines, drains, sanitary lines or telegraph post or cables, to be taken through the said land and the Lessees shall not be entitled to any compensation in respect of the same, including compensation, if any, relating to the space occupied by such public utility services. Provided that while allowing such public utility services to be taken through the said
land, only the minimum possible hindrance shall be caused to other structures in the said land.

f) It is further agreed that if the Lessee does not remove the building and fixtures as allowed above or restore the demised premises to its original conditions as required by above within the time prescribed in the said clauses the Lessor shall have the right to remove the said building and fixtures and restore the demised premises to its original conditions and the cost of such removal and restoration shall be realised by the Lessor by the sale of materials recovered and the balance, if any, from the Lessee. In case there is any amount left from the sale price of the materials so removed, after realisation of the cost of removal and restoration preferred to herein, the same may be utilised by the Lessor for recovery of any other amounts that may due to the Lessor from the Lessee.

g) It is also agreed that the terms "the Lessor" and "the Lessee" herein used shall, unless inconsistent with the context will include in the case of the former his/its successors in office and assigns and in the case of the latter permitted assigns.

6. Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that the Lessor shall be entitled to terminate the lease at the risk and cost of the lessee in the event of violation if any, of the provisions hereof by the lessee which is not rectified with in a period of ninety (90) days of a notice in this behalf by the Lessor.

7. The Lessee shall pay to the Port annual Lease rent for the water front and land allotted to him at @ Rs. ---------and Rs. ------- per sq. mtr. per month respectively subject to annual increase of 4% per annum in every April. plus service tax/ VAT and any other statutory taxes imposed by Govt. from time to time as per the Rules.

8. The lessee shall indemnify Lessor for any direct or indirect loss caused/suffered by lessor for any action, cause, accident, loss caused to any third party including officials of lessor and EPI,during the construction period and period of Lease validity. The losses related to employees/associates etc engaged by lessee shall be the sole responsibility of the lessee .Further, lessee shall ensure all insurances in the joint names of Lessor w r t its employees, plant and equipment, assets, etc both during construction period and period of lease.
9. **Suspension of Lease**

If any of the following events shall have happened and be continuing, the MbPT may, by written notice to the Lessee, suspend the Lease.

(a) A default shall have occurred on the part of the lessee in the executing of lease deed.

(b) Any other condition which makes it unable for either Developer/Operator by reason of "force majeure" as referred to in Clause --------to successfully carry out the assignment/s or to accomplish the purpose of the contract.

a) The Schedule above referred to :

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration District</td>
<td>Mumbai</td>
</tr>
<tr>
<td>Registration Sub District</td>
<td>Mumbai</td>
</tr>
<tr>
<td>Taluk</td>
<td>Mumbai</td>
</tr>
<tr>
<td>Firka</td>
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<tr>
<td>Village</td>
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<td>Desom</td>
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<tr>
<td>Survey No.</td>
<td></td>
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<tr>
<td>Sub Division No.</td>
<td></td>
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<tr>
<td>Area (in sqm)</td>
<td></td>
</tr>
<tr>
<td>Water area</td>
<td>84000 sq. mtrs.</td>
</tr>
<tr>
<td>Land area</td>
<td>8000 sq. mtrs.</td>
</tr>
<tr>
<td>Additional Land area</td>
<td>23415 Sq mtrs.</td>
</tr>
<tr>
<td>Limit</td>
<td></td>
</tr>
<tr>
<td>Tenure</td>
<td>Lease of -------Years</td>
</tr>
</tbody>
</table>

b) **DESCRIPTION OF BOUNDARIES**

All the piece and parcel of land situated on P & V Dock Wall, Mumbai Port, Mumbai

South :

West :
North :  
East : 

The plan above referred to it appended.

In witness whereof the common seal of the Mumbai Port Trust Board has been affixed and the -----------------of the Mumbai Port Trust Board for and on behalf of the Trustees of the Port of Mumbai has signed and the Lessees have by their duly constituted attorney ....................... executed those presents on the day and year first above written.

The common seal of the Mumbai Port Trust Board has been affixed and the --------------- ---of the Mumbai Port Trust Board for and on behalf of the Trustees of the Port of Mumbai has signed in the presence of:

Witness (1)  
(2)  

The duly constituted attorney of the Lessees, in the presence of:

Witness (1)  
(2)  

The document is typewritten : 

The Document is prepared by : 

Correction and interlineations: 

IN WITNESS WHEREOF THE LESSOR and the LESSEE have set their hands to this deed on the day and year first above written.

LESSEE

LESSOR
JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ........ day of ........, 20....

AMONGST

1. {………… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ............ (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {………… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ............ (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {………… Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ............ (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND AND THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS

A. ______________________, represented by its ________ and having its principal offices at ______________ (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its NIT dated ____________
(the “NIT”) for selecting the Developer for [...] Project (the “Project”)

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the NIT document and other bid documents in respect of the Project, and

C. It is a necessary condition under the NIT document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

   In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the NIT.

2. Consortium

   2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

       The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

   The Parties hereby undertake that in the event the Consortium is declared the Developer and awarded the Project, it shall incorporate a Joint Venture Company (the “JVC”) under the Indian Companies Act, 1956 within 30 days of award of work.

4. Role of the Parties

   The Parties hereby undertake to perform the roles and responsibilities as described below:

   (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and under the terms of JVA;

   (b) Party of the Second Part shall be the Technical / Financial Member of the Consortium;

   (c) Party of the Third Part shall be the Technical / Financial Member of the Consortium; and
5. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the NIT and the Joint Venture Agreement, till such time as the Construction Completion Certificate for the Project is issued by the Authority to the JVC under and in accordance with the Joint Venture Agreement.

6. **Shareholding in the JCV**

6.1 The Parties agree that the proportion of shareholding among the Parties in the JVC shall be as follows:

First Party:
Second Party:
Third Party:

6.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the NIT and the Joint Venture Agreement.

7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

   (i) require any consent or approval not already obtained;
   (ii) violate any Applicable Law presently in effect and having applicability to it;
   (iii) violate the memorandum and articles of association, by-laws or other applicable
organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party’s knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Construction Completion Certificate for the Project is issued by the Authority to the JVC under and in accordance with the Joint Venture Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.
IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by:

by:

(Signature) (Signature)
(Name) (Name)
(Designation) (Designation)
(Address) (Address)

SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PART by:

by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of THIRD PART by:

by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. 2.

Notes:

1 The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2 Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ........... day of ........, 20.......

AMONGST

1. .......... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at .......... (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

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   The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

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   The Parties hereby undertake to perform the roles and responsibilities as described below:

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   (c) Party of the Third Part shall be the Technical / Financial Member of the Consortium; and
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6.1 The Parties agree that the proportion of shareholding among the Parties in the JVC shall be as follows:

First Party:
Second Party:
Third Party:

6.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the NIT and the Joint Venture Agreement.

7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;
(ii) violate any Applicable Law presently in effect and having applicability to it;
(iii) violate the memorandum and articles of association, by-laws or other applicable
organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party’s knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Construction Completion Certificate for the Project is issued by the Authority to the JVC under and in accordance with the Joint Venture Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.
IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of
LEAD MEMBER by:
by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PART
by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of THIRD PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:
1.  
2.  

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.