

**DRAFT LEASE DEED**  
**(SUBJECT TO CHANGE IN ANY GUIDELINES)**

1. THIS INDENTURE OF LEASE made on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2023 at Gandhidham-Kutch, by and between: -

(A) THE BOARD OF DEENDAYAL PORT AUTHORITY, (FORMERLY DEENDAYAL PORT TRUST) a body Corporate constituted under the Major Port Authorities Act, 2021 (hereinafter called the "Lessor") which expression shall, unless excluded by or repugnant to the subject or context, include its' successors, of the One Part,

**AND**

(B) **M/s.** \_\_\_\_\_, having address at: \_\_\_\_\_(hereinafter referred to as "the Lessee" which expression unless there be anything repugnant to the context, shall mean and include its' successors, legal representatives, executors, administrators and permitted assigns) of the Other Part,

2. **WHEREAS** the Lessor had on \_\_\_\_\_ invited *E-Tender cum E-Auction for the allotment of land admeasuring \_\_\_\_\_ sq. mtrs \_\_\_\_\_ for the purpose of \_\_\_\_\_(including structures) on 30 years lease on as is where is basis at Kandla*, as approved by the Board vide Resolution No. \_\_\_\_\_ at its Meeting held on \_\_\_\_\_.

3. **AND WHEREAS** the lessee was the highest bidder for plot admeasuring sq.mtrs.(\_\_\_\_\_sq.mtrs). which has been fully described in the schedule hereunder.

4. **AND WHEREAS** the Board of Deendayal Port Authority at its Meeting held on \_\_\_\_\_ resolved to approve the proposal to allot land to Lessee admeasuring \_\_\_\_\_sq.mtrs.(\_\_\_\_\_sq.mtrs)situated at Kandla, for the work of Allotment of land admeasuring \_\_\_\_\_sq.mtrs. for the purpose of \_\_\_\_\_(including structures) on 30 years lease on as is where is basis at Kandla, and to execute the lease agreement, as per the Land Policy Guidelines,

2014, read with clarifications and amendments issued by the Ministry of Shipping from time to time.

5. **AND WHEREAS** the Lessor accepted the bid of the Lessee for the said plot and issued Pre-Acceptance letter No. \_\_\_\_\_ dated \_\_\_\_\_ , calling upon the Lessee to deposit the lease rental amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) alongwith the applicable taxes, Security Deposit amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
  
6. **AND WHEREAS** the Lessee in compliance with the Pre-Acceptance letter deposited the lease rental amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) alongwith the applicable taxes, Security Deposit amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and Value of existing assets amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) vide Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ . Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ . and Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ . respectively.
  
7. **NOW THIS INDENTURE WITNESSETH** that in consideration of the payment of the Lease Rental of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) on \_\_\_\_\_ i.e. before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and in consideration of the Lease Rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee ALL THAT PLOT OF LAND containing by admeasurements \_\_\_\_\_sq. mtrs.s=\_\_\_\_\_sq.mtrs.(Approx). situated \_\_\_\_\_, within the Deendayal Port limits forming part of Gandhidham Taluka in the Registered Sub-District of Gandhidham in the Registration District of Kachchh which plot of land is more particularly described in the schedule hereunder written and with the boundaries whereof have for greater clearness been delineated on the Plan No. LW/PL/\_\_\_\_\_ dated \_\_\_\_\_ annexed to these presents and thereon coloured red TOGETHER with all rights, easements and appurtenances whatsoever to the said plot of land (hereinafter called the "demised premises") belonging or appertaining but subject to the reservations hereinafter mentioned.

8. The demised premises at Kandla is allotted to the lessee on 30 years lease basis for \_\_\_\_\_ on as is where basis and the lessee shall strictly use the plot allotted for the purpose of \_\_\_\_\_ only. Change of purpose shall be dealt as per the Land Policy Guidelines. The allottee shall not carry out any activity that may be considered detrimental to the interest of the Deendayal Port Authority, health and safety of public OR to the National Security.
9. Subject always to the exceptions, reservations, conditions and covenants hereinafter contained:
  - (i). The lessee is entitled TO HOLD the premises hereby demised unto the Lessee for a period of THIRTY YEARS (30 years) only from \_\_\_\_ day of \_\_\_\_\_ to \_\_\_\_\_ day of \_\_\_\_\_ YIELDING AND PAYING therefore the Yearly Lease Rent of Rs..... (Rupees ..... Only) per annum with applicable Goods & Service Tax (GST) and annual escalation thereon payable in advance by the 05<sup>th</sup> day of due date every year at the office of the Lessor or at such places as may be notified by him for the purpose from time to time, the first such payment has already been made on \_\_\_\_\_.
  - (ii). The Lessor excepts and reserves unto himself all mines, minerals, coals, gold-washing earth oils and quarries in or under the demised premises and full right and power, at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining and removing and enjoying the same provided always that the Lessor shall reasonably compensate the Lessee for all damages directly occasioned by the exercise of the rights hereby reserved or any of them.
10. And the Lessee covenants with the Lessor as follows (that is to say):-
  - (a). The Lessee shall pay unto the Lessor the yearly Lease Rent hereby reserved on the days and in manner hereinbefore appointed. The Lessee shall however be liable to pay the lease rent at a higher rate whenever the scheduled rates are revised upwards by the Competent Authority including Tariff Authority for Major Ports (TAMP). The annual escalation rate approved by the Board or the Competent Authority shall also be applicable from time to time.
  - (b). The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges all assessment of every description which are now or may at any

time hereafter during the continuation of this lease be assessed, charged or imposed upon or in relation to the demised premises or on any building to be erected thereupon.

- (c). The Lessee shall within a period of FORTYFIVE DAYS from the date of handing over of possession of the demised premises submit to the Chairperson, Deendayal Port Authority for approval, the plans, elevations and cross sections of the structure which he proposes to erect on the demised premises together with sanitation trench and water supply system which he proposes to be installed in the building.

The construction, site plan, elevation and cross sections etc. shall be in strict conformity with the requirements of the building rules and regulations and directions as to the architectural control prescribed by the Chairperson, Deendayal Port Authority or any other officers or authority appointed by him in this regard and until the said plans, specifications etc. are approved by competent authority in writing no construction activity of whatsoever nature shall be commenced on the demised premises by the Lessee.

Such building shall be constructed in all respects in accordance with such designs, plans and specifications and in such situation and position and arranged in such manner as shall have been previously proposed and submitted by the Lessee to the Chairperson and approved in writing by him.

- (d) All the required statutory clearances / permissions from different authorities like Gujarat Pollution Control Board, GoG, the Ministry of Environment and Forest & Climate Change, GoI, Chief Controller of Explosives, Nagpur and other statutory clearance from various Departments as applicable under the various Acts being in force from time to time, shall have to be obtained by the Lessee.

In addition to this, the lessee shall also obtain all the other statutory clearance from various departments under the various acts being in force as applicable from time to time. The Lessor shall not be responsible for any loss / damages etc. occurring, if permission / approval / clearance of the authorities including Ministry of Shipping, Government of India are not granted. The lessor may facilitate such permission to the extent possible but would not be responsible for obtaining permission. No construction activity shall be carried out by the lessee without any statutory clearances.

- (e). (i). If the demised premises is not utilized within two years of allotment for the purpose for which it is allotted, the lease will be terminated.
- (ii). The lessee shall within a period of 24 months of the taking over the possession of the demised premises erect and complete in all respect buildings/structures on the site allotted to him in accordance with the approved plans, the Lessee shall also obtain Completion Certificate from Deendayal Port Authority within a period of 24 months from the date of handing over of possession of the demised premises to the Lessee, failing which the lease shall be terminated provided, however, the Chairperson, Deendayal Port Authority may at his discretion for special reasons grant extension of time in writing for completing construction of the request to allottee in case of the Lessee fails to complete construction for the above reasons beyond his control.
- (iii) And provided further that all the materials used in the said building shall be good and sound and shall have been approved by the Chairperson and the timber shall be of good teak only or such other good timber as shall be approved by the Chairperson and provided further that all drains and sewers for the said demised premises shall be constructed, made, laid and connected to the satisfaction of the Chairperson and or any Statutory Local Authority and in such position as shall be directed by the Chairperson and or by the said Statutory Local Authority.
- (iv) No construction work on the demised premises shall be commenced unless the plans submitted as herein above have been approved by the Chairperson. The Lessee shall not make any alterations or additions to the building so approved as aforesaid either external or internal so as to effect any of the architectural or structural features originally shown by him in the approved plans unless such alterations and additions shall have been previously in like manner approved.
- (v) All works of leveling/reclamation of the site shall be carried out by the Lessee at his own cost as per specifications as may be fixed or approved by the Chief Engineer of the Board of Deendayal Port Authority.
- (f). The Lessee shall conform and be bound by all the statutory rules, regulations viz. Petroleum Rules 1976, Labour Laws, Security Regulations of Port as per ISPS Port Regulations and bye- laws regulating the construction, maintenance, occupation and possession of building, health, sanitation and drainage and those regulations of safety, anti-pollution control etc., prescribed from time to time under the provisions

of any law being in force and shall obtain clearance from the concerned competent authorities wherever required. The construction of plots will only be allowed after all such certifications / clearances from the various Departments are obtained by the Lessee.

- (g) The lessees have to lay their own pipeline from "Y" Junction to their terminals.
- (h). The permission to lay pipelines would be governed by terms and conditions laid down in the "Policy for grant of permission for laying and operating the pipelines in D.P.A. limit" as approved by the Board from time to time.
- (i) The building during construction shall be open at all times for the inspection of Chairperson, his authorized official or Agents of the Lessor, and the Lessee or any one acting under him shall afford all reasonable opportunitiess to them for inspection.
- (j) The lessee shall strictly use the demised premises including the buildings/structures erected thereon only for the purpose for which the allotment is made. If the Lessee makes use of the demised premises for purpose other than for which it is allotted without obtaining prior permission in writing from the Chairperson and/or if the lessee is dumping/putting such material which adversely affects the soil and sub-soil conditions of the demised premises, it shall amount to breach of the terms of allotment and the allotment made will be liable to be cancelled, and lease granted will be determined and all payments made for the demised premises like, Lease Rent and premium etc. in respect of the demised premises will be forfeited by the Lessor and in such case no compensation and/or damages of whatsoever nature will be payable by the Lessor. The Lessee shall not carry out any activity that may be considered detrimental to the interest of the Lessor or to the National Security.
- (k) The Lessee shall not without the written consent of the Chairperson or his duly authorized officer or Agent as aforesaid make any excavations in the demised premises and will at all times during the continuance of this lease maintain the demised premises and all building thereon in a sanitary condition and substantial state of repair to the satisfaction of the Chairperson or any duly authorized officer or agent of the Lessor.
- (l). The Lessee shall at all times during the continuance of this lease keep the building to be erected on the demised premises in a good and substantial state of repair at

his cost to the satisfaction of the Chairperson or any duly authorized officer or agent of the Lessor.

- (m) The Lessee shall at all reasonable times allow for inspection access to the demised premises to the Chairperson, or his duly authorized officer or agent of the Lessor or to the sanitary staff appointed for the purpose of maintaining sanitation within the Deendayal Port limits.
- (n) The Lessee shall be bound to follow and abide by all Laws including labour laws, Statutory Rules, regulations and bye-laws regulating the construction, maintenance, occupation and possession of demised premises and building, health and safety of persons working, sanitation and drainage and those regulations of safety, anti-pollution & pollution control etc. prescribed from time to time under the provisions of any law from time to time being in force and shall obtain clearance from the concerned competent authorities wherever required.
- (o) The Lessee has no right whatsoever to transfer or otherwise part with the demised premises or any part thereof unless and until construction thereon is completed and Completion Certificate obtained from the Competent Authority of Deendayal Port Authority and necessary prior permission from the competent authority of Deendayal Port Authority obtained for such transfer.
- (p) Any transfer, sub-letting, assignment of the leasehold rights over the demised premises or buildings/structures thereon, by the lessee without the prior approval of the Lessor shall be illegal and invalid and shall render the lease liable for termination by the lessor.
- (q) The Lessee shall not assign, sublet, transfer or otherwise part with the rights and/or possession of the demised premises, including the buildings/structures thereon in whatsoever manner, unless the lessee has obtained the prior approval, in writing of the competent/appointed authority of the lessor. Any transfer made by the lessee with the Prior approval of the Lessor would be for the remainder duration of the lease period only and, that too, to be used for the purpose for which the lease has been originally granted. Such assignment, sub-letting, transfer would be considered as per extant laws and Land Policy Guidelines applicable from time to time, even a cause of acquisition of controlling interest of lessee by a third party would be treated as transfer of leasehold rights of demised premises and as such before entering such transaction prior permission of lessor shall be required.

- (r) However, it would not be obligatory for the Lessor to permit such transfer, so applied, and the Lessor may reject such request. No such transfer shall be effected unless the transferee undertakes the liability of the Lessee & to pay all the dues, rents, rates, taxes, charges, assessment of every and any description, which, then and/or thereafter be payable; and within continuation of this lease deed to be assessed, charged or imposed on the demised premise, nature of work, building etc.
- (s) Further, permission for such transfer would be granted subject to (1) an undertaking for payment of annual lease rental for the balance period and (2) a fee equivalent 50% of the total lease rent payable by the original lessee upto the time of transfer. The transfer fees will be levied as per the latest Government guidelines/Land Policy guidelines in vogue at the time of the transfer of leasehold right.
- (t) The Transferee shall be liable to discharge the liabilities of payment or otherwise of the Lessee.
- (u) Any act of the Transferee to compound or remedy shall not affect any liability and/or action already suffered by the Lessee for breach of conditions or otherwise, and the Lessor would be entitled to take consequent steps as per the present covenants.
- (v) The Lessee with the previous consent/permission in writing, of the Lessor, may mortgage the demised premises and buildings/structures thereon to such reputed financial institutions/scheduled banks, subject to the Lessor retaining the first charge on them, upon payment of prescribed mortgage fees and/or any other fees which may be prescribed/directed to be paid commensurate with size and lease value of the land to be fixed by the Deendayal Port Authority. Provided that in the event of sale or foreclosure of the mortgaged property, the Lessor shall be entitled to claim and recover 50% of the total lease rent payable by the original lessee upto the time of transfer and an Undertaking from the transferee for payment of the annual lease rental for the balance period. The transfer fees will be levied as per the latest Government Guidelines / Land Policy Guidelines in vogue at the time of sale or foreclosure of mortgage property. The said shall carry first charge having priority over the said mortgage or charge. Mortgage of the demised premises shall not be more than / beyond the lease period and duration shall in any case be limited to discharge before three months of expiry of the lease period. The right under the mortgage would be subject to and lien of the amounts and / or right herein under or otherwise, of the Lessor.



- (w) The Lessee shall register all the changes in the possession or ownership of the whole of the demised premises or of the buildings/structures thereon whether by transfer, succession or otherwise in the register kept in the office of the Chairperson for this purpose within two calendar months from the respective dates of such changes, and in case the Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid, he shall be liable to pay to the Lessor for every such neglect a penalty as may be levied by the Chairperson, in addition to any other remedies enforceable against him under these presents.
- (x) Without prejudice to other remedies, in case, payment of Lease rent and other dues recoverable or imposed is not made within the time stipulated i.e. on or before the due date, the Lessee shall also be liable to pay the Lessor interest charges at the rate as may be fixed by competent authority from time to time.
- (y) In case, the lessee fails to pay the Lease rent on due date, a notice will be issued to him calling upon him to rectify the said breach committed by him within a period of one month by paying the out-standing dues along with interest failing which the lease will be cancelled. However, if the Lessee fails to rectify the said breach within the stipulated period of the one month from the date of the receipt of the notice from the Lessor, the allotment made shall be liable to be cancelled with immediate effect by issuing notice and in such a case, all payment made for the said demised premises towards lease rentals and Security Deposit and other outgoings, if any, shall be forfeited by the Lessor.
- (z) The Lessor may, in its absolute discretion waive or compound the breaches and may also condone fully or partially the recovery of extra dues in the form of interest, compensation under special circumstances and with due justification, as recommended by the Chairperson.
- (aa) The lease will be governed by the Security Regulations of the Port, applicable from time to time, while implementing ISPS Code Regulation.
- (ab) The lessee should take required insurance policy to cover any untoward incident in the premises located within the demised premises.
- (ac). If the Lessee breaches / violates any provision of Lease Agreement, the Deendayal Port Authority would reserve the right to impose appropriate penalty on the lessee or cancel the lease depending upon the nature / magnitude of breach / violation.

Such penalty may be imposed after giving a reasonable opportunity to the lessee to present his case.

11. The Lessor may, in case of a breach of any of these covenants by the Lessee or by any person claiming through or under him, determine this lease and in such case it shall be lawful for the Lessor and the Chairperson (by himself or by any of his subordinates specifically authorized in this behalf) to enter on the demised premises or any part thereof in the name of the whole and retake possession of the demised premises and any structures, buildings and construction of whatsoever nature standing thereon and in that case all the payments/deposits made previously by the Lessee shall be forfeited and the Lessee shall not be entitled to any compensation by way of refund of any part of the Lease Rent charges paid hereunder or any outgoings paid by him in this behalf or by way of any damages for any loss of property or business suffered by him. The Lessee is not entitled to any compensation for the value of the buildings/structures on the demised premises.
12. No forfeiture or re-entry shall be effected without the permission of the Chairperson of the Lessor who shall not permit such forfeiture or re-entry until and after a month of the Lessee being served with a notice in writing:
  - (a). Specifying the particular breach complained of; and
  - (b). Directing the same to be remedied, if the particular breach is capable of being so remedied.
13. Upon the expiry/termination/determination of lease or forfeiture of lease on account of change of user assignment etc. or, if the lessee continues to occupy the demised premises including buildings/structures thereon unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation to be computed at three times the annual lease rent based on the latest SOR, till vacant possession is received by the Lessor.
 

In such events, the lessee shall remove all the structures constructed by him at the demised premises at his own cost, under following conditions.

  - i. within three months of expiry / termination of the lease if the Lessor decides not to re-auction that land; or,
  - ii. three months after tender-cum-auction, if the existing lessee was not successful

Beyond this period, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the annual lease rent, till vacant possession is obtained.

14. In the event of Lessee's failure to hand over the vacant and peaceful possession of the demised premises within the stipulated time, it shall be lawful for the Chairperson of the Lessor or his subordinate officer authorized on his behalf to enter upon the demised premises and take over possession of the same and remove material lying on the demised premises and demolish buildings/structures erected on the said demised premises, fill up any excavation etc. All such moneys and expenses, as may be paid out and incurred by the Chairperson of the Lessor or by his order while acting for taking over of vacant and peaceful possession (as mentioned herein) of the demised premises shall be recoverable from the Lessee.

In case of cancellation of allotment and/or of determination of lease before expiry of lease period and/or expiry of lease period by efflux of time, the Lessor shall not be bound to pay any compensation, damages of whatsoever, nature including for loss of business etc.

15. It is hereby, expressly agreed that the exercise of power by the Chairperson of the Lessor under this clause shall not preclude him from taking any other action under any other relevant terms and conditions of the lease.
16. The Chairperson of the Lessor i.e. Deendayal Port Authority shall administer the main terms and conditions, terms of offer of allotment, rules and procedures of allotment and terms of lease deed on behalf of 'lessor' the Board of Trustees of the Port of Deendayal Port Authority and the Chairperson, Deendayal Port Authority or any officer entrusted with the duties and exercising for the purpose of Chairperson shall issue all letters, notices, approvals and other communications in connection with the demised premises allotted including the notice of cancellation of allotment and/or determination of lease, notice of taking over the possession of the demised premises after cancellation of allotment and to take any suitable action under the said terms.

All notices bills and letters of the Deendayal Port Authority posted by Regd. A.D. to the last known address of lessee and/or the demised premises address or are affixed on some conspicuous part of the demised premises or any structure thereon be deemed to have been duly served on the lessee. All rules and regulations made by Chairperson, Deendayal Port Authority/Board of Deendayal Port Authority, Govt.

of India, with regard to use and enjoyment of the demised premises and buildings/structures thereon shall be deemed to be part of terms and conditions of this lease deed and shall be binding on the lessee.

17. The lease shall be for a period of 30 (thirty) years only.
18. The Lessor shall however have the right to determine the lease, before the expiry of the term in case the demised premises are required for the Port Trust's own purpose or for the purpose of the Government or in National Interest.

In the event of early determination of the lease for above reasons and purposes, the Lessor shall have the right to resume possession of the demised premises in public interest before the expiry of lease period.

In such cases, subject to availability of land, the lessee may at the discretion of the Lessor be given an option to relocate activities in another suitable location to be offered by the Port, as per the land use plan.

Similarly, the lessee shall reserve the right to surrender the lease subject to prior notice by the lessee at least 6 (six) months in advance.

19. The Port shall keep equivalent of 2 years rentals as Security Deposit. If any successful bidder surrenders the possession of plot before the completion of lease period, by giving 06 months notice, then the security deposit can be refunded, without interest, provided the purpose for which the security deposit has been taken, has been met and is no longer required, subject to clearance / adjustments of any outstanding dues and vacant & peaceful surrender of demised premises by the successful bidder.
20. The lease shall be governed by the provisions contained under Section 21 and 24 of the Major Port Authorities Act 2021. In case new law is enacted and notified by the legislature which replaces the MPT Act, the provisions of the law shall be applied in relation to above lease.
21. The Lessee shall have to follow all other usual terms and conditions of the lease in force from time to time.
22. The rights of the parties herein would be governed by Land Policy Guidelines & its Clarification, which may be prescribed by the Ministry of Shipping, Government of India, from time to time.

23. The Lessee shall be responsible for safety and welfare of the workers directly or indirectly employed by him/her and shall follow all the rules, regulations and labour laws framed by the competent authority including D.P.A./Government from time to time. The Lessee shall provide adequate rescue shelters with Disaster Warning Systems for the benefit of the employees/workers employed by him/her and shall take suitable steps to ensure timely evacuation of such workers in case of emergencies and natural calamities.
24. The Lessee shall comply with all the environmental laws, rules, regulations and notifications issued by the competent authority.
25. The lessee hereby indemnifies and agrees to indemnify the Lessor against any loss/damage to property/lives arising from their activity on the demised premises and buildings/structures thereon.
26. The expression 'Chairperson, Deendayal Port Authority', or 'Chairperson' wherever used in this covenants shall be deemed to include any other officer or authority (specifically or generally) appointed from time to time in this behalf by the Lessor.
27. **IN WITNESS WHEREOF** the Lessor i.e. The Board of Deendayal Port Authority has caused its **COMMON SEAL** to be hereto affixed and the Secretary of the Board has hereunto subscribed his hand and the Lessee has hereunto set his hand the day and year first above written.

**THE SCHEDULE ABOVE REFERRED TO**

All that part and parcel of the plot of land admeasuring\_\_\_\_\_ (sq. mtrs)(including structures) situated\_\_\_\_\_, Kandla, within the limits of Deendayal Port Authority, in the Sub-Registration Dist. of Gandhidham, Registration Dist. of Kutch, State of Gujarat and bounded as follows that is to say: -

<b>Northern Boundary :</b>	
<b>Southern Boundary :</b>	
<b>Western Boundary :</b>	
<b>Eastern Boundary :</b>	

Signed, sealed and delivered by  
within named Lessee in presence of

\_\_\_\_\_  
***Lessee***

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

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

Signed, sealed and delivered by Secretary  
on behalf of the Board in the presence of :

***Secretary, Deendayal Port Authority***

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

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

**THE COMMON SEAL** of the Board of  
Deendayal Port Authority as hereunto affixed  
in presence of the Secretary, Deendayal Port Authority.

***Secretary, Deendayal Port Authority***

**LESSOR**