

**SEEPZ SPECIAL ECONOMIC ZONE  
ANDHERI (EAST), MUMBAI.**

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**AGENDA FOR**

**MEETING OF THE APPROVAL COMMITTEE FOR  
SECTOR SPECIFIC SPECIAL ECONOMIC ZONE FOR  
IT/ITES AT PUNE OF M/S. EON KHARADI  
INFRASTRUCTURE PVT. LTD (PHASE - I)**

**VENUE** : Mahratta chamber of Commerce Industries &  
Agriculture, 505, A- Wing, Trade Tower, ICC Complex,  
403, Senapati Bapat Road, Pune - 411016.

**DATE** : 16.11.2018.

**TIME** : 11.30 A.M.

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**MEETING OF THE APPROVAL COMMITTEE FOR SECTOR SPECIFIC SPECIAL ECONOMIC ZONE FOR IT/ITES AT PUNE, UNDER THE CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER, SEEPZ-SEZ ON 16.11.2018.**

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| <b>Agenda Item No.</b>       | <b>Subject</b>  |
|------------------------------|---|
| <b>Agenda Item No. 01 :-</b> | Confirmation of the Minutes of the meeting held on 16.10.2018   |
| <b>Agenda Item No. 02 :-</b> | Application for setting up of cafeteria Services M/s. Sawant Agency in M/s. Eon Kharadi Infrastructure Pvt. Ltd (Phase-I) |

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Minutes of the 70<sup>th</sup> Meeting of the Approval Committee held under the Chairmanship of Joint Development Commissioner Pune Cluster (Under SEEPZ-SEZ) for sector Specific Special Economic Zone for IT/ITES of M/s. EON Kharadi Infrastructure Pvt. Ltd. (Phase-I) SEZ, Located at Kharadi Knowledge Park, Pune - held on 16.10.2018 at M/s. Infosys Technologies Ltd, Hinjewadi, Pune.

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- 1. Name of the SEZ : M/s. EON Kharadi Infrastructure Pvt. Ltd. SEZ (Phase - I)
- 2. Sector : IT/ITES
- 3. Meeting No. : 70<sup>th</sup>
- 4. Date : 16<sup>th</sup> Oct 2018.

**Members Present:**

- 1. Shri. Rajesh Ram Rao : Nominee of Customs, Pune.  
Dy. Commissioner.
- 2. Shri. Swapnil Patil : Nominee of Income Tax, Pune.  
Dy. Commissioner.
- 3. Smt. Ranjana V. Pol : Nominee of Joint Director of Industries.

**Special Invitees:-**

- 4. Shri. B. S. Chauhan,  
Specified Officer,  
M/s. EON Kharadi Infrastructure Pvt. Ltd. SEZ (Phase - I).

**Agenda Item No. 1 :- Confirmation of Minutes of the meeting held on 27.09.2018.**

The Minutes of the 69<sup>th</sup> Meeting held on 27.09.2018 were confirmed.

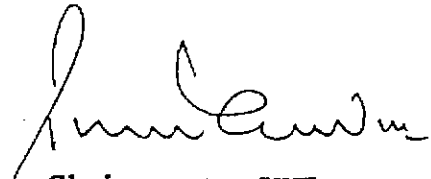
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**Agenda Item No. 2:- Monitoring Performance of M/s. Allianz Managed Operating Services Pvt. Ltd.**

After deliberation, the Committee observed that the actual export of unit is very less than their projected export. Further Committee was informed that figures of APR submitted by the unit is not confirming with the figures available with the Specified Officer.

Therefore Committee directed the unit to submit audited APR and also submit the reasoning of less export. Committee decided to take up the issue in the next meeting after getting the revised report from Specified Officer.

Meeting ended with a vote of thanks to the Chair.



**Chairperson - cum -  
Joint Development Commissioner**

**GOVT. OF INIDA,  
OFFICE OF THE ZONAL DEVELOPMENT COMMISSIONER,  
SEEPZ-SEZ (PUNE CLUSTER),  
ANDHERI (EAST), MUMBAI**

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**AGENDA NOTE FOR CONSIDERATION OF THE UNIT APPROVAL COMMITTEE**

**a) Proposal: -**

Application for Approval of setting up of Cafeteria Facility by M/s. Sawant Agency admeasuring approximately Area 7.15 sq. mt. at M/s. EON Kharadi Infrastructure Pvt. Ltd. - SEZ, (Eon Free Zone Phase - I) (Developer).

**b) Specific Issue on which decision of UAC is required:-**

Approval of setting up of Cafeteria Facility by M/s. Sawant Agency at M/s. EON Kharadi Infrastructure Pvt. Ltd. - SEZ, (Eon Free Zone Phase - I) (Developer).

**c) Relevant provisions of SEZ Act, 2005 & Rule, 2006/Instruction/Notification:-**

Rule 11 (5) of SEZ Rule, 2006.

**d) Other Information: -**

M/s. EON Kharadi Infrastructure Pvt. Ltd. - SEZ has been granted Formal Approval No. F.2/59/2005-EPZ, dated 17.07.2013 as Developer in Sector Specific Special Economic Zone for Information Technology/Information Technology Enable Service Sector at Plot No. 1, S. No. 77, MIDC Kharadi Knowledge Park Pune - 411014.

The developer has requested for permission for setting up of Cafeteria Facility by M/s. Sawant Agency at Cluster B Cafeteria, M/s. EON Kharadi Infrastructure Pvt. Ltd. - SEZ, (Eon Free Zone Phase - I), located at Plot No.1, S. No. 77, MIDC Kharadi Knowledge Park, Pune - 411014 for the use of the employees of units and developer.

The developer has enclosed a copy of Letter of Intent signed with M/s. Sawant Agency.

As per provision to Rule 11(5) of SEZ Rules, "The developer may, with the prior approval of the Approval Committee, grant on lease land on build up space, for creating facilities such as Canteen, Public Telephone Booths, first aid Centers, Crèche and such other facilities as maybe required for the exclusive unit of the unit".

e) ADC Recommendation: -

Proposal is in order as per SEZ Rule 11(5) and is recommended to UAC.

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EON KHARADI  
INFRASTRUCTURE PVT. LTD.

October 22, 2018

Office of The Development Commissioner  
Special Economic Zone – Pune Cluster  
Wipro SEZ Phase-II, MIDC  
Hinjewadi, Pune – 411057

Subject: Approval for Cafeteria Services in our SEZ  
Ref: SEZ Online Application no. 421800268363 dated 22.10.18

Dear Sir,

With reference to above we here by apply for approval of Service Provider related to Cafeteria Services in our SEZ. The Area provided to Sawant Agency is 7.15 sq. mts. approximately at Cluster B cafeteria.

Attached please find Confirmation for Space Availability Letter, MOU and Layout showing the location of the vendor.

We hereby seek your approval for the same.

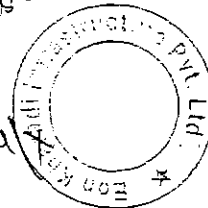
Warm regards,

Mohinish Bhaterao

Office of the joint Development  
Commissioner Pune SEZ Cluster

24 OCT 2018

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Inward Sr.No. 826





**EON KHARADI**  
INFRASTRUCTURE PVT. LTD.  
**TO WHOMSOEVER IT MAY CONCERN**

Date: - 15<sup>th</sup> Sep, 2018

**Sub: CONFIRMATION FOR SPACE AVAILABILITY**

|                     |  |
|---------------------|--|
| CUSTOMER            | <b>Sawant Agency</b>   |
| SPACE REQUIRED      | Admeasuring approximately 7.15 Sq. Mts. (77 Sq. Ft. approx.) at Cluster B cafeteria, at EON FREE ZONE, (Special Economic Zone notified by SO 1631 dated September 28, 2006) located at Plot No. 1, S. No. 77, MIDC Kharadi Knowledge Park, Pune – 411 014. |
| PURPOSE             | Cafeteria Services   |
| AVAILABILITY STATUS | Available  |

With reference to the request from **M/s. Sawant Agency** for their proposed SEZ unit at Eon Free Zone, we confirm that we are in a position to provide the following facilities as required under Rule 5A of SEZ rules 2006:

- 24 hours uninterrupted power supply at stable frequency in the Zone.
- Reliable connectivity for uninterrupted and secure data transmission.
- Provision for central air – conditioning system.
- A ready to use, furnished plug and pay facility for end users.
- Adequate water, effluent treatment and other infrastructural support.

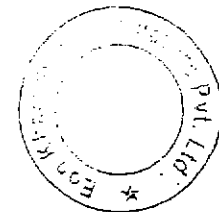
The above facility will be provided to the SEZ unit subject to the approval of the Development Commissioner (as per Rule 18(2) of the Special Economic Zones rules 2006)

Yours Sincerely

For **EON Kharadi Infrastructure Private Limited**



Authorized Signatory







**SAWANT  
AGENCY**

📍 Gat No. 1401, Shop No. 6&7, Morya Market, Survey No. 1401, Near  
Astwinayat Chowk, Morevast, Chikhali, Pune 411062  
✉ suraj.sawant78@gmail.com  
☎ +91 997 582 4833

**SUBJECT TO CONTRACT**

16<sup>th</sup> October, 2018.

To,

**EON Kharadi Infrastructure Pvt. Ltd.**

Tech Park One, Tower E,  
4<sup>th</sup> Floor, Next to Don Bosco School,  
Off Airport Road, Yerwada,  
Pune - 411006.

**Memorandum of Understanding**

Ref.: space at EON Free Zone, bearing Ice Cream counter  
admeasuring approximately 77 Sq. Ft. approx. of chargeable carpet  
area (chargeable area), on LG 1 Floor in of Cluster B located at Plot  
No-1, S.No. 77 MIDC Kharadi Knowledge Park, Pune - 411 014.


Dear Authorized Signatory

Further to the series of site visits and discussions, we are pleased to  
set below the terms and conditions as acceptable by us to avail the  
premises at your development. These terms shall be incorporated  
into a binding definitive Agreement to be entered into between EON  
Kharadi Infrastructure Pvt. Ltd. Limited and ourselves as per the  
applicable provisions under the Special Economic Zone Act, 2005  
(‘SEZ Act’) and the Special Economic Zone Rules, 2006 (‘SEZ Rules’).


**SAWANT AGENCY**  
Shop No. 6 & 7, Morya Market,  
St. No. 1401, Near Astwinayat Chowk,  
Chikhali, Pune - 411 002. (MAH.)

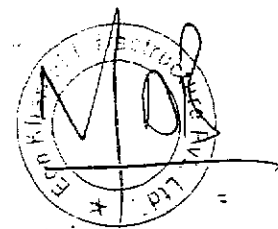


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|----|--------------------------|--|
| 1. | Client                   | <b>Sawant Agency</b> , a company incorporated under the Companies Act, 1956, having its registered office at: Gat No: 1401, Shop No 6&7, Morya Market, S No. 1401, Morewasti, Chikhali, Pune-411062, represented herein by its representative, <b>Mr. Suraj Sawant</b> .   |
| 2. | Developer                | EON Kharadi Infrastructure Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered office Tech Park One, Tower E, 4 <sup>th</sup> Floor, Next to Don Bosco School, Off Airport Road, Yerwada, Pune - 411006. represented herein by its Authorized Signatory Mr. Ranjit Batra, (unless excluded by or repugnant to the subject or context mean and include its successor or assigns) |
| 3  | Premises                 | Ice Cream Counter admeasuring 77 sq.ft. located on LG 1 Floor in of Cluster B located at EON FREE ZONE, Plot No. 1 S. No. 77, MIDC Kharadi Knowledge Park, Pune 411 014. As per annexure A<br><b>Area Statement:</b><br><b>BASEMENT ONE POD B:</b> (Ice Cream counter as per area defined and discussed 77 Sq.ft. approx.)   |
| 4  | Type of documentation    | The date of execution of MOU shall be referred as the License Commencement Date.   |
| 5  | License Fee Commencement | License Fee commencement date: 01 <sup>st</sup> December 2018<br><br>The Client shall pay License Fee for the Premises in accordance with Point 7 here in below.   |
| 6  | Term & Lock-in Period    | The term shall be for One Year commencing from the License commencement date, as mentioned above.<br><br>The parties shall have the option to renew the  |

  
**SAWANT AGENCY**  
Shop No. 6 & 7, Morya Market,  
Sr. No. 1401, Near Ashwinayak Chowk,  
Chikhali, Pune - 411 062. (MAH.)

|   |  |  |
|---|--|--|
|   |  | <p>agreement for a further one year term, based on the performance and compliances of the Licensee meeting the standards set by the management of EON Kharadi Infrastructure Pvt. Ltd. and by the prevailing Food Council jointly approved AT EON KHARADI. In such eventuality, the parties shall execute and register a fresh agreement with the appropriate authority. All costs and expenses pertaining to and incidental to such execution and registration of fresh leave and license agreement, including but not limiting to stamp duty, shall be borne by the Licensee alone.</p> <p>The entire first and second renewed term of the agreement will be a firm lock-in period, and the Licensee shall not be entitled to terminate the agreement during such lock in period for any reason whatsoever. In case the Licensee terminates or causes to be terminated the agreement during the lock in period, then the Licensee shall be liable to pay the license fees for the remainder of the lock in period in lump sum as liquidated damages.</p> |
| 7 | <p><b>License Fee for Premises</b></p> | <p>Minimum Guaranteed License Fee computed at Rs. 10000/- per month or 10 percent of the gross revenue whichever is higher.</p> <p><b>Inclusions:</b></p> <p>100% generator back-up. The Minimum Guaranteed License Fee as will be paid in advance on the chargeable area on the 10<sup>th</sup> of each calendar month for which it is due the rest shall be adjusted in the end of the billing month post receipt of the monthly sales report and the same be adjusted as per the 10% revenue share model.</p>   |

  
**SAWANT AGENCY**  
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 Sr. No. 1401, Near Ashvinayak Chowk,  
 Chikhali, Pune - 411 062. (MAH.)




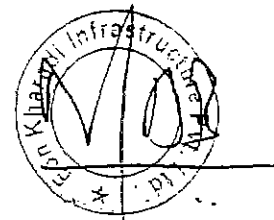
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| 8  | <b>Facility Management</b> | <p>Developer shall maintain and carry out common area maintenance. The charges for the same shall be for the first year from the License Commencement date payable to the Developer/ maintenance agency appointed by the Developer. At the below given rates payable to EON Kharadi Infrastructure Pvt. Ltd.</p> <p>CAM -Nil</p> <p>Housekeeping cost: - Nil.</p> <p>Cashless facility:- Nil.</p> <p>Dishwashing and Pot washing: - Nil.</p> <p>These rates shall be reviewed on YOY basis</p>   |
| 9  | <b>Taxes/ Levies</b>       | <p>All the existing and future charges, rates, taxes, cesses, assessments and outgoings in respect to the Premises and the land on which it stands including land tax, building tax, house tax, property tax, etc as applicable, will be solely paid by the Developer.</p> <p>Any future government levies/ taxes that may be applicable from time to time (such as service tax, and taxes of a similar nature levied on the provision of services paid for by the Client under the agreement) will be solely paid by the Client.</p>  |
| 10 | <b>Security Deposit</b>    | <p>The Client shall pay to the Developer an interest free refundable Security deposit as given below, on or before occupation of the Premises.</p> <p>Rs. 10,000/- (Rupees Ten Thousand only)</p> <p>The Client shall pay the Security Deposit as below:</p> <ol style="list-style-type: none"> <li>1. 100% i.e. Rs. 10,000/- (Rupees Ten Thousand only ) on execution of this MOU</li> </ol> <p>The Security Deposit shall be returned to the Client after reinstatement of the Premises by the Client to its original condition (which was at the time of handover, normal wear and tear accepted)., subject</p> |




**SAWANT AGENCY**  
 Shop No. 6 & 7, Morya Market,  
 Sr. No. 1401, Near Ashvinayak Chowk,  
 Chikhali, Pune - 411 062. (MAH.)

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|----|----------------------------------|--|
|    |                                  | to deduction of such sum as may be due and owing by the Client to the Developer including any damages caused to the Premises. The Security deposit or such sum after making the necessary deductions shall be returned by the Developer to the Client, within a period of two weeks after handing over vacant reinstated occupation of the Premises.   |
| 11 | <b>Termination Notice</b>        | <p>The Developer shall the right to terminate the agreement for the probationary one year period for non compliance of the standards of operations and hygiene standards to be maintained.</p> <p>The entire first and second renewal term jointly approved by the management of EON Kharadi Infrastructure Pvt. Ltd. and the prevailing Food Council AT EON KHARADI will be a firm lock-in period and the Client shall not have an option to terminate, other than due to any uncured breach by the Developer. However, should the Client terminate the Agreement or the Agreement is terminated on account of breach on part of the Client prior to the expiry of the lock-in period, Client shall pay to the Developer the License Fee for the unexpired lock-in period in Jump sum as liquidated damages.</p> <p>The Developer shall have the right to terminate the renewed agreement for whatsoever reason with a notice period of One month to the licensee during the course of the term of the agreement.</p> |
| 12 | <b>Power &amp; Power Back-up</b> | <p>The Developer shall provide connected electrical load of three phase of not more than 63A per kiosk/counter and 100% generator back up to the same through diesel generating sets.</p> <p>The Client shall pay for the electricity consumed in the Premises as per the reading of the meters</p>  |

  
**SAWANT AGENCY**  
 Shop No. 5/2, F. Naga Market,  
 Sr. No. 1401, Near Ashwinayak Chowk,  
 Chikhal, Pune - 411 002. (MAH)

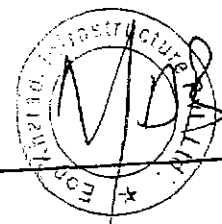


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|    |  | provided for the Premises at prevailing LT commercial rates applicable from time to time.   |
| 13 | <b>Access and hours of Operation</b>         | The Client will have full right to legally use and occupy the said Premises 24 hours, 7 days a week during the term of the Agreement.   |
| 14 | <b>Signage</b>                               | The Client shall be allowed to place a signage at the designated locations as per the Developer's signage consultant's design only.   |
| 15 | <b>Legal Charges</b>                         | Legal charges to be borne by each party respectively.   |
| 16 | <b>Stamp duty &amp; Registration Charges</b> | The cost, if any, of registration and stamp duty and all incidental expenses shall be borne by the Client.  |
| 17 | <b>Jurisdiction</b>                          | The MOU and / or leave and license agreement shall be governed by the laws of India and the courts in Pune shall have exclusive jurisdiction to try and decide any dispute that arises between the parties in respect of the MOU and / or leave and license agreement or anything related thereto. Any disputes between the parties pertaining to or arising out of or relating to any terms and conditions of the MOU and / or leave and license agreement or any amendment thereto shall be decided in accordance with the Special Economic Zones Act, 2005 and the rules framed there under. |
| 18 | <b>Equipment</b>                             | THE EQUIPMENT MAY BE SOURCED BY CLIENT HIMSELF  |
| 19 | <b>House Rules &amp; Fit-out Guidelines</b>  | The execution of this MOU is subject to acceptance and ownership of strict adherence to the attached House Rules and Fit-Out Guidelines.  |

  
 SAKWANI AGENCY  
 Shop No. 657, 1st Floor, Market,  
 Sakinaka, Pune - 411 004  
 Contact No. 020-26111111  
 020-26111111

|    |                  |  |
|----|------------------|--|
| 20 | <b>Parking</b>   | <p>For Licensees and their staff is provided in the basements parking.</p> <p>The Owner shall provide One car park per kiosk licensed and scooter/ motorbike parking for the said facility for the requirement of their registered employees.</p>  |
| 21 | <b>Insurance</b> | <p>The licensee to obtain the following policies without fail for compliance with EON Kharadi Infrastructure Pvt. Ltd. :-</p> <ol style="list-style-type: none"> <li>1. Fire Insurance</li> <li>2. Plant and machinery owned by the Licensee</li> <li>3. Public Liability</li> <li>4. Loss of Profit.</li> </ol> <p>Hard Copies of the same are to be submitted to EON Kharadi Infrastructure Pvt. Ltd. within one month of execution of the Leave and License Agreement</p> |

*[Handwritten signature]*



The above Terms and Conditions are accepted and agreed by the Developer and the Client and a definitive agreement shall be signed not later than 180 days, from signing of this MOU on the above terms and conditions and such other terms and conditions as may be mutually agreed upon between the parties. In the event, the provisions contained in this MOU do not culminate into a definitive agreement for any reasons whatsoever, this MOU shall not have any binding effect on either of the parties and or any of its associates/ subsidiaries/servants or agents.

Please confirm your acceptance to the above terms and conditions by signing the duplicate copy of this MOU.

Thanking you,

**For Sawant Agency.**



**SAWANT AGENCY**  
Shop. No. 6 & 7, Morya Market,  
Sr. No. 1401, Near. Asha Anayak Chowk,  
Chikhali, Pune - 411 002. (MAH.)

Agreed & Accepted

**For**

**EON Kharadi Infrastructure Pvt. Ltd.**

(Mr. Ranjit Batra- Authorized Signatory)

