

**LEASE DEED**

REGD No. \_\_\_\_\_2007 OF THRIKKAKARA SRO

Dated : \_\_\_\_\_

**BETWEEN**

THE PRESIDENT OF INDIA  
THROUGH  
THE DEVELOPMENT COMMISSIONER  
COCHIN SPECIAL ECONOMIC ZONE  
SHRI. C J MATHEW.

----- LESSOR

**AND**

(Name of Unit)  
COCHIN SPECIAL ECONOMIC ZONE (CSEZ),  
COCHIN 682 037.

----- LESSEE

## LEASE DEED

THIS INDENTURE of lease made at Cochin on the            day of            ,            between the **PRESIDENT OF INDIA** through the Development Commissioner, Cochin Special Economic Zone, Ministry of Commerce and Industry, CSEZ Administrative Building, Cochin, hereinafter called '**Lessor**' (in which expression shall unless the context does not so admit, include his successors in office and assigns) on the one part and            hereinafter referred to as the '**Lessee**' (in which expression are included, unless such inclusions are inconsistent with the context of the meaning thereof, his/their heirs, executors, administrators and assigns/its executors and assigns) of the other part;

WHEREAS the Government of India has constituted, the Cochin Special Economic Zone, hereinafter called the CSEZ, in the land acquired for the purpose with the object of encouraging the export industries in India and for earning foreign exchange on the export of various kinds of products from the CSEZ in the interest of the national economy by establishing industrial units in the said Zone.

AND WHEREAS the Lessor has constructed a building known as Standard Design Factory on a portion of land in CSEZ for the purpose of allotting the same to the various entrepreneurs carrying on business of manufacturing and/or processing articles, things, materials, components and instruments relating to various items manufactured/trading;

AND WHEREAS the Lessee have approached the Lessor for demising to it/him a portion of the said building constructed            , within CSEZ, within the village limits of            of Kanayannur Taluk, Ernakulam District, containing the admeasurement            Sq. meters or thereabouts and more particularly described in the First Schedule hereunder written to establish manufacturing/processing establishment for the manufacture of articles, things, materials, components, instruments relating to the items for manufacture of export goods, at the rent and upon the terms and conditions hereinafter contained and to grant to it/him/them all facilities and a variety of concessions.

AND WHEREAS the Lessor has agreed to let out the said building with partition, fittings and fixtures thereto as listed in the Second Schedule admeasuring about                Sq. meters or thereabout of the said building at the rent of Rs.                (Rupees                only) per month for a term of three years upon the terms and conditions hereinafter contained.

AND WHEREAS it has been agreed by and between the parties hereto that the stamp duty and registration charges shall be borne and paid by the Lessee.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

In consideration of the premises and various facilities and a variety of concessions made available to the Lessee and the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained, the Lessor doth hereby, demise to HOLD the said premises hereunder expressly demised into the Lessee for the term of fifteen years computed from the                , therefore the yearly rental during the said term unto the Lessor as may be otherwise required by the Lessor and said yearly rent Rs.                (Rupees only) in advance being the lease rent by the Lessor without any deductions whatsoever; provided further that the Lease rent shall be revisable after every three years by the Lessor and the Lessee shall pay the revised rent.

(2) The Lessee with intent to bind all persons into whatsoever hands the demised premises may come doth hereby covenant with Lessor as follows :-

- a. During the said term hereby created to pay unto the Lessor the said rent and all other charges that may be fixed from time to time by the Development Commissioner at the times on the days and in manner herein before appointed for payment thereof clear of all deductions.
- b. To pay all existing and future taxes, rates, assessments, and outgoing of every description for the time being payable either by Lessor or Lessee or by the occupier in respect of demised premises and anything for the time being thereon.

- c. It is hereby agreed and declared that in the event the Lessor insures and/or keeps insured the building including the demised premises the Lessee shall be liable to pay to the Lessor the amount of the premium/premiums in proportion to the area of the demised premises within fifteen days of receipt of notice by the Lessor for payments of the amount of premium(s) and that the Lessee shall pay the same without objection provided always in the event of dispute arising between the Lessor & Lessee regarding the liability of the Lessee to pay the said amount of insurance premium, the decision of the Development Commissioner shall be final and binding upon the Lessee.
- d. During the said term hereby agree to manufacture products as authorised by the Development Commissioner from time to time.
- e. To commence production within three months from the date of taking possession of the premises.
- f. Not to manufacture/process any article, thing materials, components and instruments, which do not in anyway relate to the industry other than the authorised one for which the permission is granted.
- g. To submit from time to time to the Development Commissioner, plans and the schemes of the particular industry to be established together with such other details as may be required.
- h. To export the entire production (whether manufactured/processed) including seconds, wastes and scrap material to foreign countries in accordance with the provisions of letter of approval/license subject to such concessions and facilities as may be given by the Government to the Lessee in the matter of disposal of seconds, wastes and scrap material, the Customs duty, routing of applications or Import Licences, etc., and such other concessions as may be notified hereafter from time to time.

- i. To furnish a legal undertaking as may be prescribed for the fulfilment of export obligations set out in their application for setting up industries in the Zone.
- j. To arrange forwarding/clearance of manufactured/processed goods for export or import of raw materials spares and such other materials as are required for manufacture/processing by the Development Commissioner or agencies authorised by the Development Commissioner.
- k. Not to allow any of the products manufactured/processed in CSEZ produced by the Lessee to enter or pass into and/or be sold in any market in India or anywhere in India provided always that the Development Commissioner may permit the Lessee to sell and/or dispose of the products to enter or pass into and/or be sold in any market in India or anywhere in India.
- l. To sell or dispose of all the products manufactured/processed by Lessee in the local markets in India or as may be directed by the Development Commissioner in the event the Development Commissioner considers that the said products are essential or necessary for national defence or for countering natural disaster or considered urgent and necessary for the national economy upon payment as may be mutually agreed upon and that the Lessee shall not be entitled to make any/other claim for compensation for delivering the products as aforesaid in any manner whatsoever.
- m. To permit the Development Commissioner or any officer, surveyor, workmen or other persons employed by him from time to time at any time and without any prior notice being given to enter into and upon the demised premises and to inspect the general state of the demised premises and also processing plant and machinery etc., and the books of account and other documents and vouchers concerning the products manufactured by the Lessee.

- n. Not to do or permit anything to be done or stored (except those for production of products approved for manufacture in the demised premises) which may be a nuisance, annoyance, dangerous or disturbance to the owners, occupiers or residents of other premises in the vicinity.
- o. To use the demised premises only for the purpose of manufacturing, processing or assembling products for export and other purposes incidental thereto the same and not to use the said demised premises or any part thereof for any other purpose.
- p. Not to sublet, assign transfer, change or alienate interest in the premises or any part thereof without the prior consent in writing of the Lessor first hand and obtaining and subject to such terms and conditions as the Lessor may prescribe in granting the possession to the Lessee for the transfer of the said demised premises or any part thereof as herein before mentioned.
- q. To intimate before hand in writing the Lessor within a fortnight of the changes made or effected in the corporate structure or the constitution of the Lessee.
- r. To submit the statements of accounts and such other details within such time as may be stipulated by the Lessor during the term of these presents giving all the necessary particulars as may be required by the Lessor.
- s. To allow the persons and vehicle entering and leaving CSEZ to be examined by the Staff of the Lessor or any agency authorised by the Development Commissioner for the purpose of checking that no products or any materials manufactured in the demised premises are removed in the manner not authorised by these presents.
- t. Not to make any structural alterations or changes of any nature whatsoever to the demised premises or any additions, alterations or changes of any nature whatsoever to

the building erected on the demised premises without the prior permission of the Lessor have been obtained in writing and if permitted, to carryout the same in accordance with building bye-laws of the local authority or any other statutory regulations.

- u. Not to cause any annoyance or hindrance to other tenants/lessees of the Lessor and to so conduct the activities which will impede the other Lessees of the Lessor in manufacturing or processing the multi-products AND in the event the Lessee experiences or finds any difficulty in conducting its/his their business and/or activities connected therewith smoothly and efficiently by reason of the user of the said building or any portion thereof by the other tenants of the building the same shall be referred to the Development Commissioner and any directions or orders issued by the Development Commissioner in relation thereto shall be complied with by the Lessee.
- v. To observe and perform all rules and regulations prescribed under the Labour Legislation such as Industrial Disputes Act, Workmen's Compensation Act, Payment of Wages Act, Minimum Wages Act or any other statutes governing the relationship of the employers including the Factories Act and Fatal Accidents Act.
- w. If the said rent hereby reserved shall be in arrears for a period of 30 days whether the same shall have been legally demanded or not, or if within a period of ONE year from the date of commencement of the Lease the entire demised premises are not utilised for the purpose for which the same has been demised or if the Lessee ceases to manufacture products for a period of six continuous months for whatever cause arising including strike, lockout or an injunction from the Court in any sort of litigation, if and whenever there shall be a breach of any of the covenants and conditions herein before set out or referred to including breach of any conditions of meeting the export obligations already undertaken by the Lessee and / or as may be notified from time to time by the Lessor or the Lessee becoming insolvent or is wound up or amalgamated or merged with other body corporate or otherwise, pursuant to the Court's orders or under the provisions of the Law then in force or under any agreement entered into by the Lessee, the Lessor may

re-enter upon any parts of the demised premises in the name of the whole and thereupon the demise hereby granted shall absolutely cease and determine and in that case, provided always the Lessor shall in addition to the right of determination of this Lease and to effect the re-entry as mentioned aforesaid be entitled to recover as and by way of compensation such amount as may be considered by Lessor as appropriately recoverable from the Lessee in the event the Lessee were not given or granted all those various concessions and variety of facilities.

- x. At the expiration or sooner of the termination of the said term quietly to deliver up to the Lessor the vacant possession of the demised premises after removing the partitions and fitting and fixtures pertaining thereto any alterations, changes or additions erected on the demised premises by the Lessee and such removal should be done without in any way damaging or defacing the premises and such delivery should be given within a period of SIXTY days after expiration or sooner determination of the said term provided always that in the event the Lessee fails to deliver vacant and peaceful possession of the demised premises as aforesaid that the said partitions and fittings and fixtures and any alterations changes or additions as aforesaid on the expiry of the above mentioned period shall belong to the Lessor and the Lessee shall not be entitled to any compensation therefore provided always that in case Lessee desires to retain the said partitions and fittings and fixtures, etc. as aforesaid the Lessor shall pay to the Lessee compensation therefore as may be determined by the Development Commissioner, and the Lessee shall not be entitled to raise any objection against such retention and / or the valuation determined by the said Development Commissioner as aforesaid, provided always that the Lessee shall continue to be liable to pay compensation for the period of unauthorised occupation of the said premises till the date the Lessor hands over vacant and peaceful possession of the demised premises at such rates as may be charged by the Lessor.
- y. If the said rent hereby reserved shall be in arrears for a period of 30 days whether the same shall have been legally demanded or not the Lessor may take steps to recover the



arrears of rent as arrears of land revenue or move to the appropriate Court of Law for recovery.

- z. Interest on rent arrears shall be payable on rent in arrears at the rate of 12% per annum.
- aa. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing in the covenants herein before on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by, from or under the Lessor.
- bb. All disputes and differences arising out of or in anyway touching or concerning these presents (except as to any matters the decision of which is left to the sole discretion of the said Lessor, as especially provided for in these presents) shall be referred to be arbitration of two arbitrators, one each to be appointed by the respective parties to these presents. The Arbitrators so appointed shall appoint an Umpire in manner provided in the Arbitration & Conciliation Act, 1996. It will be no objection that the person appointed as Arbitrator on behalf of the Lessor is or was an employee of the Government, that he had to deal with the matters to which the lease herein relates and/or that in the course of his duties as such employee of the Government he had expressed a view on all or any matters in dispute or difference. In the event of either or both of the arbitrators dying, neglecting or refusing to act or resigning, or being unable to act for any reason, the substitute(s) to be appointed by the concerned parties shall be entitled to proceed with the reference from the stage at which it was left by the previous Arbitrator/Arbitrators. The cost of and in connection with the arbitration shall be in the discretion of the Arbitrators who may make suitable provisions for the same in their award. Subject to the aforesaid, the provisions of the Arbitration & Conciliation Act, 1996 and the Rules thereunder and any statutory modifications; therefore for the time being in force shall apply to the arbitration proceedings under this clause.

cc. If the Lessee shall have duly performed and observed the covenants and conditions of the part of the Lease herein before contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted, the Lessor shall and will at the cost and expenses in every respect of the lease granted to the Lessee a new lease of the demised premises for a further term of five years on payment of yearly rent as may be determined by the Lessor AND WITH covenants, provisions and stipulations/herein before contained except this provision for renewal and such new lease shall contain in lieu of this clause a covenant that at the end of the said renewed term of five years the Lessor shall at the like cost and expense grant to the Lessee further renewals and that every such renewal shall be for such terms and subject to such covenants, provisions and stipulations. The costs of and in connection with arbitration shall be in the discretion of the Arbitrator who may make a suitable provision for the same in his award subject as aforesaid, the Arbitration & Conciliation Act, 1996, shall apply to arbitration proceedings under this clause.

dd. To ensure that the load restriction of 1000 Kgs. per sq. metre for the factory area and 500 Kgs. per sq. metre for the lobby and stair case in the first floor of the building are not exceeded at any point of time.

**IN WITNESS WHEREOF** SHRI. C J MATHEW, the Development Commissioner of CSEZ, Ministry of Commerce & Industry, Government of India on behalf of the President of India set his hand affix the common seal of office hereto on its behalf and the lessee hath

hereunto set/his/their hand/affixed the common seal of the company the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

**by Shri. C J MATHEW**

Development Commissioner, Cochin Special Economic Zone, on behalf of President of India in the presence of:-

1.

Cochin Special Economic Zone  
Kakkanad, Cochin – 682 037

Signature:

2.

Cochin Special Economic Zone  
Kakkanad, Cochin – 682 037

Signature:

**SIGNED, SEALED AND DELIVERED** for the above named lessee M/s                      by

Signature:

in the presence of:

1.

Signature:

2.

Signature:

**The COMMON SEAL** of the above named Lessee was pursuant to a resolution of its Board of Directors passed in that behalf on the                      day of                      ,                      affixed hereto in the presence of:

Witnesses:

1.

Signature:

2.

Signature:

**FIRST SCHEDULE**

**Description of Building**

All that of parcel of land and premises numbered as \_\_\_\_\_ , Cochin Special Economic Zone (CSEZ), within the District of Ernakulam, Sub District Thrikkakara, Taluk Kanayannur, Farka Thiruvamkulam, Village Vazhakkala Re- Survey No. \_\_\_\_\_ , Extent \_\_\_\_\_ sq. meter containing by admeasurement \_\_\_\_\_ sq. meter or thereabouts and bounded as follows, with partitions, fittings and fixtures thereto listed in Second Schedule annexed to that is to say  
The said land is comprised in Block No. 9 and situated in Thrikkakara Panchayath.

- On or towards the North say -
- On or towards the South say -
- On or towards the East say -
- On or towards the West say -

**SECOND SCHEDULE**

**Description of Partitions, Fittings & Fixtures**

1.	
2.	
3.	
4.	
5.	
6.	