

# LEASE DEED

REGD No. \_\_\_\_\_ 2001 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

LESSEE

LESSOR

## LEASE DEED

This indenture of lease made at Cochin on the            day of            2007 (Two thousand Six) between the PRESIDENT of INDIA through the Development Commissioner, Cochin Special Economic Zone, Ministry of Commerce and Industry, presently at CSEZ Administrative Building, Kakkanad, Cochin hereinafter called "Lessor" (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, inclusion is 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 have 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 kind of products from the CSEZ in the interest of the national economy by establishing industrial units in the said Zone

AND WHEREAS the Lessee have approached the Lessor for demising to it/him/them all the piece of land known as Plot No.            in the land acquired for the purpose within the village limits of Kakkanad of Taluka Kanayannur, District Ernakulam containing by admeasurement            Square Metres or thereabouts and more particularly described in the Second Schedule hereunder written in the bounded area of the said Special Economic Zone and forming part of the land demised to the Lessor and more particularly described in the First Schedule hereunder written to establish manufacturing/ Processing establishments for the 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 demise to the Lessee the said piece of land known as Plot No.            in the said land within the village limit of Kakkanad, Taluk Kanayannur, District Ernakulam containing admeasurement            square

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metres or thereabout and more particularly described in the schedule hereunder written 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:

(1) In consideration of the premises and of 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 ALL that piece of land known as Plot No. \_\_\_\_\_ in CSEZ forming part of Survey Nos. \_\_\_\_\_ within the village limits of Kakkanad of Taluka Kanayannur District Ernakulam contained by admeasurement \_\_\_\_\_ square metres or thereabouts and hereinafter referred to as the said premises, and more particularly described in the Second Schedule hereunder written TOGETHER with the buildings and structures now or at any time standing and being thereon Excepting and Reserving unto the lessor all mines and minerals in and under the said land or any part thereof. TO HOLD the said premises hereunder expressly demised unto the Lessee for the term of 15 years computed from \_\_\_\_\_ therefore the yearly rental during the said term unto the Lessor through demand drafts of nationalized bank, or as may be otherwise required by the Lessor the said yearly rent of Rs. \_\_\_\_\_ in advance being the 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 days and in manner herein before appointed for payment thereof clear all deductions.

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(b) To pay all existing and future taxes, rates, assessments and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of demised premises and anything for the time being thereon.

(c) To utilize fully the floor space index as specified by relevant rules and regulations for the time being Inforce within a period of one year from the date of commencement of the lease provided always that in the event the Lessee for causes beyond the control of the Lessee *is/are* unable to utilize fully the floor space as aforesaid the Development commissioner, Cochin Special Economic Zone (hereinafter referred to as the, Development Commissioner) shall at his discretion extend such period for a further period as he considers necessary within which extended period the Lessee shall complete the work so as to fully utilize the floor space subject nevertheless that the Lessee was/were not prevented from any cause beyond his/their control to utilize fully the floor space as aforesaid within the extended period allowed by him as aforesaid, the Lessee shall be liable to pay the lease rent at five times the normal lease rent as provided herein in respect of the area remaining unutilized

(d) Not to make any excavation upon any part of the said land hereby nor remove any stone, sand gravel, clay or earth therefrom except for the purpose of forming foundations of building or for the purpose of executing any work to the terms of this lease.

(e) During the said term hereby agree to manufacture products as authorized by the Development Commissioner from time to time.

(f) Not to manufacture/process any article, thing, materials components and instruments, which do not in any way relate to the industry other than the authorized one for which permission was granted.

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(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 details as may be required.

(h) To commence production within three months from the date of completion of the factory premises.

(i) To export the entire production whether manufactured/processed including seconds, wastes and scrap material to foreign countries in accordance with the provisions of law and with the provisions of letter of approval/licence 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 licenses etc. and such other concessions as may be notified thereafter from time to time.

(j) To furnish a legal undertaking as may be prescribed for the fulfillment of export obligations set out in their application for setting up industries in the Zone.

(k) 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 authorized by the Development Commissioner.

(l) 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 any where 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 any where in India.

(m) To sell or dispose of the products manufactured/processed by the 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.

(n) 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.

(O) Not to do or permit any thing to be done or stored (except those for production of products approved for manufacture in the demised premises) which may be in nuisance, annoyance, dangerous or disturbance to the owners, occupiers, or residents of other premises in the vicinity.

(p) To use the demised premises only for the purpose of manufacturing, processing or assembling products for export and other purposes incident there to the same and not to use the said demised premises or any part thereof for any other purpose.

( q) To keep the demised premises Insured against loss or damage by fire on account of explosions, electrical apparatus and appliances and hazardous goods in the sum of at least Rs. (Rupees. only) and to pay the premium and sums of money payable for that purpose so as to keep such insurance policy alive and subsisting and as soon as such payments are made, deliver to the lessor the receipts for the same AND that in the event of the Lessee failing or neglecting to keep the said premises so insured or to deliver any such receipt as aforesaid, then and in every such case, it shall be

lawful for the lessor to insure the said premises for the amount aforesaid and all sums of money expended by the Lessor in or about such insurance with interest thereon at the rate of twelve percent per annum computed from the time the Lessor had paid such sums; shall be repaid by the Lessee to the Lessor forth with on demand.

(r) At the expiration or sooner of the termination of the said term quietly to deliver upto the Lessor the vacant possession of the demised land after removing all erections buildings and structures erected on the said land and such delivery should be given within a period of TWO months after the expiration or sooner of the termination of the said term provided always that in the event the Lessee fails to deliver vacant and peaceful possession of the land after removing the structure, buildings etc. as aforesaid, the said buildings, structures etc. shall belong to the Lessor and the Lessee shall not be entitled to any compensation therefore provided always that in case Lessee desires to sell the buildings, structures etc. to the Lessor and the Lessor is willing and agreeable to take over the said buildings structures etc. the lessor shall pay to the Lessee such compensation as is mutually agreed to and the Lessee shall do all acts and things as are necessary for handing over the possession of such buildings, and structures etc.

(s) Not to sublet, transfer, assign or change alienate his interest in the premises or part thereof without the prior consent in writing of the lessor first hand and obtain 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 hereinbefore mentioned.

(t) 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.

(u) To submit the statements of accounts and such other details within such time as may be stipulated by the lessor during the term or these presents giving all the necessary particulars as may be required by the lessor .

(v) To allow the persons and vehicle entering and leaving CSEZ to be examined by the staff of the lessor or any agency authorized 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 authorized by these presents.

(w) To erect the factory premises or any other structure of building in accordance with the plans approved by the lessor and the rules, bye-laws and regulations of the local authority or any other authorities concerned prescribed by the law.

(x) Not to make any structural alterations or changes of any nature whatsoever to the factory premises or any additions alterations or changes of any nature whatsoever to the building erected on the demised premises without the previous permission of the lessor have been obtained in writing, and if permitted to carry out the same in accordance with building bye-laws of the local authority or any other statutory regulations.

(y) To permit construction, if necessary, of utilities such as electric sub-station etc. in the demised premises and to allow laying of underground cables through the demised premises as may be directed by the lessor.

(z) 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.

(aa) 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 the commencement of the Lease the entire demised premises are not utilized 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 a strike, lockout or any injunction from 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 of the 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 law then in force or under any agreement entered into by the lessee, the Lessor may re-enter upon any part 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 that the Lessor shall in addition to the right of determination of this lease and to effect re-entry as mentioned aforesaid be entitled to recover as and by way of compensation such amount as may be considered by the 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.

(ab) 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.

(ac) Interest on rent arrears shall be payable on rent at the rate of 12% per annum.

(ad) The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing in the covenants hereinbefore 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 .

(ae) All disputes and differences arising out of or in any way 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 the 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 the manner provided in the Arbitration 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 of the 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 a suitable provisions for the same in their Award. Subject to the aforesaid, the provisions of the Arbitration Act 1996 and the Rules thereunder and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

(af) If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said terms 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 grant to the lessee a new lease of the demised premises *for* a further term of 15 years on payment of yearly rent as may be determined by the lessor AND WITH covenants, proviso and stipulations hereinbefore 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 15 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, provisos and stipulations.

Subject as aforesaid, the Arbitration Act, 1996 shall apply to the arbitration proceedings under this clause.

In WITNESS WHEREOF Shri C J Mathew, Development Commissioner. Cochin Special Economic Zone (CSEZ), Government of India, Ministry of Commerce and Industry, on behalf of President of India, set his hand and affixed the common seal of office hereto on its behalf and the lessee hath here unto set his/their hand/affixed the common seal of the company the day and year first above written.

**LESSEE**

**LESSOR**

SIGNED, SEALED AND DELIVERED

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

1. Signature  
Name  
Address

2. Signature  
Name  
Address

SIGNED, SEALED AND DELIVERED

By the above named lessee

In the presence of

1. Signature  
  
Name  
Address

2. Signature  
Name  
Address

The common seal of the above named lessee was pursuant to a Resolution of its Board of the Directors passed in that behalf of the day of            2006 affixed hereto in the presence of :

1.

2.

**LESSEE**

**LESSOR**

SCHEDULE

(Description of Land)

All that piece of land known as Plot No. (Survey No.                      part) in the Cochin Special Economic Zone, within the village limits of Kakkanad Taluk Kanayannur District Ernakulam containing by admeasurements square metres *or* thereabouts and bounded as follows, that is to say.

On or towards the north say-  
On or towards the south say-  
On or towards the East say-  
On or towards the West by-

**LESSEE**

**LESSOR**