

**COCHIN SPECIAL ECONOMIC ZONE AUTHORITY (CSEZA)
OPERATION MANUAL (ALLOTMENT)**

Issued by CSEZ Authority

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COCHIN SPECIAL ECONOMIC ZONE AUTHORITY (CSEZA) OPERATION MANUAL (ALLOTMENT)

1. INTRODUCTION

Special Economic Zone (SEZ) is a notified area under Special Economic Zones Act, 2005 and operates as per Special Economic Zones Rules, 2006. Every SEZ is operated and maintained by a developer approved under the Act. The entire spectrum of activities is governed by this comprehensive statute which does not, excepting in a few situations, require reference to another statute.

1.2 Cochin Special Economic Zone (CSEZ), operated by the Department of Commerce, Government of India, as a multi-sector SEZ, earmarks plots and buildings where entrepreneurs may set up units for specified purposes of manufacturing, trading or rendering services, including warehousing, for export. While the units have an obligation to export goods or services, the developer is responsible in perpetuity to provide infrastructure facilities for use by such units.

1.3 Proposals of entrepreneurs for setting up units are required to be approved by an Approval Committee constituted under Chairmanship of the Development Commissioner. One of the pre-requisites of the approval process is willingness of the developer to allot space to the entrepreneur. This function is discharged by the Development Commissioner, CSEZ who is also ex-officio Chairman of the CSEZ Authority. The Authority is the custodian of the property of the Government of India; space is allotted by the Chairman through an implied delegation since the speedy decision making in such matters forecloses the option of allotment being done by the Authority which meets once in a quarter and the scale of decision being not of such a high order as to warrant exclusive operation by the meeting of the Authority.

1.4 This delegation needs to be exercised in a transparent and systematic manner consistent with the objectives of the Central Government in establishing the SEZ. Without restraining the discharge of the functions of the Chairman in public interest, this manual lays down a detailed procedure for allotment with intent to maximize exports, increase employment and ensure harmony with the ecological environment without being a burden on the municipal system.

2. CSEZ AUTHORITY

Vide notification dated 27th February 2009, Government of India has constituted the Cochin Special Economic Zones Authority to exercise powers and discharge functions assigned to it under the SEZ Act including power to acquire, hold and dispose of movable and immovable property as well as to

enter into contracts in respect of the estate under CSEZ, pursuant to which, the entire assets of the Cochin SEZ stands transferred to the custody of CSEZ Authority w.e.f. 1st April 2009. CSEZ Authority will undertake such measures as it thinks fit for the development, operation and management of the zone, and in particular to develop infrastructure, levy user charges, fee or rent for use of property belonging to it.

2.2 In accordance with the statutory provisions 'CSEZ Authority Fund' has been established with which all user charges and levies shall be credited. Lease rentals and general receipts are maintained in Account No. 30728631084 with State Bank of India CEPZ Branch (Kakkanad), which is one of the accounts operated for the said Fund.

3. ELIGIBILITY:

An individual, firm or any body corporate desirous of setting up a unit in CSEZ for authorized operations, in accordance with the SEZ Act and SEZ Rules, is eligible to apply for allotment of space in the processing area. Space for entrepreneurs shall be in the form of defined plots, identified by designated numbers, or built-up space in Standard Design Factories (SDF) or Multi-storied Standard Design Factories (SDF) in the custody of the Authority. Space shall be made available to infrastructure-providers in the processing area if they are exclusively rendering services to the units as a common facility or are willing to function as units within the meaning of the SEZ Act and Rules.

3.2 Service providers, including staff canteen, crèche, post office, telephone exchange, banks etc. are eligible for allotment of space in the non-processing area also subject to availability of space and the extent to which it services the units in the SEZ. Such services can be availed of by the general public. The applicant should be competent to contract. For this purpose, every area in the custody of the Authority shall have a non-processing area if the Authority considers it necessary.

4. CRITERIA FOR ALLOTMENT

Space shall be allotted in accordance with request made by an applicant and consistent with the size and nature of the project. The quantum of exports projected and the prospective employment will constitute the determining parameters among the various applicants for a particular space. The Chairman has full discretion to reject any application without assigning reasons and no further correspondence shall be entertained in the matter.

5. AVAILABILITY OF SPACE, APPLICATION AND ALLOTMENT

The CSEZ has 103 acres of land in Kakkanad identified as 'Processing Area'; of this, 70 acres is the net area used for development of plots and SDF buildings. All allotments shall be made in this space and in any further expanded area under the custody of the Authority. Besides the processing area, Administrative Building Premises, with land appurtenant thereto, is the 'Non-processing Area' along with such designated area in future expansion.

5.2 The processing area has 45 developed plots of varying size with a total area of 245848 m². There are 9 Single storied Standard Design Factories (SDF) constructed in the developed plots with total covered area of 13752 m² and 4 Multi-Storied Standard Design Factory Buildings (MSDF) with an area of 66740m². Warehousing facility is also available for allotment to units engaged in trading activities. Units are allotted space in modules according to demand and subject to availability.

(i)	Electronic Complex	4100 m ²
(ii)	SDF 16 A	23370 m ²
(iii)	SDF 43-A	13594 m ²
(iv)	SDF 17	25678 m ²
(v)	Warehouse (single storied)	2482 m ²

5.3 Availability of plots/SDF can be ascertained from the CSEZ Authority before applying in Form I. As a general principle, the spaces as designated in the allotments in force as on the date of commencement of this manual shall be the standard modules and new applicants will be required to request for space as and when vacant without any additions or reductions to these modules. The Authority may, upon surrender or vacation of any space, redesign the space to make up standard square modules of 225 m². Any expanded area in the custody of the Authority shall be earmarked as plots of half hectare for allotment as such or for construction of MSDFs by or on behalf of the Authority. MSDFs, in the expanded area, shall have square modules of 200 m². Plots and space may be allotted in multiples of these designated dimensions for which a single lease deed may be entered into by the allottee. Upon cancellation of the lease deed, the space so released shall revert to the dimensions of the original module. It shall be the responsibility of the allottee to put up partitions or compound walls for segregating the allotted area.

6. LEASE AND RENTALS

Lease rent for new allottees of plots and built-up space are detailed in Schedule I for 2010-11. The highest rent payable in any year by any of the existing allottees of SDF space and plots shall, respectively, be the standard rent and Schedule I shall stand amended accordingly immediately after the last meeting of the financial year when enhancement of lease rates applicable for the year is approved by the Authority.

6.2 Allotment of common areas in the MSDF buildings shall not normally be allowed. However, in instances where the scope for use by others is negligible, requests for allotment of common space as a separate module shall be considered subject to payment of rental at 125% of the standard rate as compensation for limiting access. Such area shall not, however, be enclosed in any manner by the lessee concerned.

6.3 The first installment of lease rental shall be deposited as advance for twelve months and is non-refundable. The same shall be utilized for crediting

towards quarterly rent payable for the remaining part of the financial year in the year of allotment as and when due. The balance amount shall be applied for adjusting rents due in the subsequent year. Should the amount in credit be insufficient to meet the rent due in any quarter, the unit shall be intimated in Form VI and the unit shall make the payment before the due date. Demands shall, thereafter, be issued by the fifteenth of March, June, September and December in Form VI for dues payable for the next quarter which shall be paid before commencement of the next quarter. Interest shall be levied at a rate of 12% pa for delayed payment upto thirty days. Delays beyond thirty days shall not, under any circumstance, be permitted and action shall be initiated immediately thereafter under the Public Property (Eviction of Unauthorized Occupants) Act. Upon commencement of statutory process, rent liability shall cease and any amount remitted on this account by the lessee shall be construed to be a deposit for adjustment of any other dues to the Authority or statutory agencies and for refund of any balance sum to the evicted entity.

6.4 On completion of every third year of the lease which shall be from the date of remitting the first installment of lease rents, rents shall be enhanced by a rate as approved by the Authority to be the prevalent rate for the year. The rate of increase shall normally be 15% (normal inflation rate) which may be increased to 25% if the Authority considers it fit. The Authority shall, in varying the increase, take into account any non-user fee based service that has been upgraded or provided during the previous year. Such revision, whether standard or otherwise, shall be approved by the Authority at the last meeting of every financial year. If, in any year, the enhancement rate is in excess of 15% as decided by the Authority, that rate shall be continued till all the lessees existing as on the date of enhancement have been subjected to that enhanced rate.

6.5 Owing to a previous policy of incentive for early start-up when the time allowed under the Foreign Trade Policy for implementation was three years, there are varying rent amounts payable by some lessees. This privilege shall be available only under the existing lease agreements. The provisions of the Special Economic Zones Rules, 2006 require implementation within a year and the incentive for early start-up has been discontinued from 2006-07. Hence, upon expiry of existing lease agreements of lessees who had been granted this incentive, the new lease agreements shall be at the rate prevailing in Schedule I. List of such lessees is detailed in Schedule II.

6.6 The rents payable by all existing leaseholders for the quarter ending 30th September 2010 shall be adjusted against advances already remitted by them and balance remaining thereon shall be adjusted towards dues for the quarter ending 31st December 2010 with demands issued in Form VI. The dues of defunct units that are not under action as per Public Premises (Eviction of Unauthorized Occupants) Act shall also be similarly calculated.

7. DOCUMENTS

The application in Form I should be supported by the following documents/contents.

1. Background of the promoters.
2. Profile in brief of the proposed project including projected exports and employment.
3. Requirement of space depicting the land use pattern, construction plan and schedule.
4. Annual power and water requirement.
5. Any other information that may be of use.

7.2 The application form, complete in all respects, should be submitted to the Chairman, CSEZ Authority, Administrative Building, CSEZ P.O., Kakkanad, Cochin 682 037.

8. SCREENING OF APPLICATIONS

All applications shall be serially numbered by the assigned official of the Authority. The application shall be scrutinized and placed before the Chairman within three days of the receipt along with schedule of vacant space. The Chairman shall decide on acceptance of application, as it is, or with modifications or rejection after examining compliance with requirements of Rule 18(2) of SEZ Rules, 2006, the employment potential and the broad parameters of Schedule III, which lays down the return on space expected in terms of projected export generation. Should there be any deviation from parameter when approving an allotment, Chairman shall place it before the Authority for ratification at the next meeting. The applications of such intending lessees whose power and/or water requirements cannot be serviced by the Authority shall be rejected by the Chairman and such applicants are not entitled to exercise the option by Form IVA.

8.2 An applicant whose request has been approved shall be issued with Tentative Letter of Allotment in Form II. This shall be converted to Firm Letter of Allotment in Form III on receipt of Letter of Approval issued under Rule 19 of SEZ Rules, 2006 and payment of first installment of lease rental as specified in Form II.

8.3 If no space is available and/or the space available is not suitable / insufficient for the requirements of the project, appropriate intimation will be sent to the applicant in Form IV. Applicants desirous of keeping their applications pending till appropriate space becomes available, may indicate their intent in the tearaway acknowledgement i.e. Form IVA and send the same to the Authority within 10 days of receipt of rejection. Such pending applications shall be retained for six months and applicants will be informed of the availability as and when vacancy arises during this time.

8.4 Every meeting of the Authority shall include an agenda item (G) relating to schedule of vacant space in the Zone, allotments made which do not meet the parameters of Schedule II and a list of rejected and pending applications.

9. EXECUTION OF LEASE DEED

On receipt of Tentative Letter of Allotment, the applicant shall file an application under Rule 17 of SEZ Rules, 2006 to the Development Commission for obtaining a Letter of Approval under Rules 18(2) of the SEZ Rules, 2006 within 15 days of such communication.

9.2 Lease agreement for the Plot and built-up space in SDF Sheds/Buildings allotted to the unit shall be executed in separate formats for Plot and SDF. The allottee shall execute a lease agreement prescribed in Form V or VA within one month of the date of issue of Firm Letter of Allotment. The deed shall be executed by the Managing Director/Director(s)/any other authorized person(s). The deed, duly signed before a notary public, shall be submitted to the CSEZ Authority and, after execution, registered with the jurisdictional sub-registrar. Registration of the lease deed shall be governed by the provision of the Kerala Registration Act and Rules and or Regulations made or directions issued, under that Act. The original document bearing the registration stamp of the sub-registry shall be submitted to the CSEZ Authority within three weeks of return from the Authority for registration failing which the allotment shall be cancelled.

9.3 The lease deed shall incorporate a condition that exports in accordance with the parameter listed in Schedule III shall be complied with by the unit on an annual basis. Failure to do so, without justification and unless condoned by the Chairman, shall result in cancellation of the lease deed and consequent eviction.

9.4 CSEZ Authority reserves the right to withdraw any plot/built-up space from the allotment process, without assigning any reason, at any time till the issue of Form II.

9.5 The original registered lease deed shall at all times be in the possession of the Authority till cancellation. Cancelled deeds shall be maintained in a master file. There shall be an annual verification of lease deeds by the Secretary of the Authority and a certificate to that effect placed in the last meeting of the Authority for the year.

9.6 Units at times mortgage leasehold rights to leased space or plots in favour of financial institutions. In such cases, upon request from units in Form IIB1, a "no objection certificate" shall be issued in Form IIB2. It is, however, clarified that the crystallising of the mortgage shall be subject to the condition that there is no claim on the property in the custody of the Authority and that the lease can be reassigned by the financial institution only to an entity approved by the Chairman as eligible to operate within the Zone. The original lease agreement shall not be released for such transactions between the unit and the financial institution.

10. PAYMENT OF LEASE RENT

All remittances towards lease rent or advance yearly rental for allotment allotment of space shall be made to the "CSEZ Authority Fund" A/c No. 30728631084 through the CEPZ Branch of State Bank of India (Kakkanad) directly and copy of the challan furnished to the Authority. Firm letter of allotment shall be issued only on receipt of advance rent for the first year.

11. CHANGE OF CONSTITUTION/PROJECT PARAMETERS

Any change in constitution of the lessee should be intimated to the Authority and is subject to provisions contained in SEZ Rules. The project parameters are not to be subject to any alteration. Changes made with mala fide intentions are liable to result in cancellation of the lease deed and consequent eviction as unauthorized occupant.

12. SURRENDER

Surrender of plot or built-up space allotted shall be entertained subject to clearance of all dues owed to the Authority. However, the advance lease rent remitted shall not be returned in any case. Removal of moveable property shall be permitted if there are no dues owing to the Authority and in compliance with the SEZ Rules, 2006. Built-up space shall be surrendered in the condition in which it has been taken possession of. It shall be presumed that the possession has been handed over with properly painted walls - interior and exterior, with operational toilet, plumbing and electrical fittings and with all ceilings, doors and windows intact; any lack of these should be brought to the notice of the Estate Manager at the time of taking possession. Any loss or damage shall have to be compensated by the vacating unit and clearance shall be accorded only after Estate Manager has verified the same.

12.2 In case of lessees of plots who have constructed their own buildings or structures, option to find a buyer for buildings can be exercised provided prior approval of intending buyer is obtained from the Chairman. In accepting or rejecting such a transfer of immovable property, the Chairman shall be guided by the need for the intending buyer to conform with requirements of Rule 18(2) of SEZ Rules, 2006 and the parameters in Schedule II.

12.3 Lessees of built-up space who are unable to remove fittings erected in the allotted space may, at their option, request the Chairman to fix a fair value which may then be payable by the new allottee. The exercise of this option shall not be an appealable matter and the Chairman shall have the discretion to undertake this request or reject it. No claims shall lie against the Authority or the Chairman in this matter.

12.4 No claim for exercising the option to find a new occupant shall exist merely owing to inability or unwillingness to remove moveable property.

13. MISUSE, ALTERATIONS ETC.

The allottee/lessee shall not, use the developed space/SDF building for any purpose other than that for which it has been allotted/leased. The allottee /lessee shall not be entitled to divide the pace/SDF building allotted or amalgamate it with any other space/building area without the prior written permission of the Chairman or any other officer, authorized by the CSEZ Authority. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the CSEZ Authority. The Authority shall also be compensated for any damage to the buildings.

14. LIABILITY TO PAY TAXES, CHARGES, USER FEE

The lessee/allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by any legally constituted authority in this behalf, in respect of the space, whenever such charges are imposed on the improvements/structures from time to time. The lessee shall also ensure compliance with laws relating to safety and employee welfare. Repeated misdemeanours may lead to cancellation of the lease deed.

15. CANCELLATION

The Chairman may order cancellation of the plot/built-up space for breach of terms and conditions of allotment/lease deed. In addition to the specific clauses relating to cancellation, cancellation of lease/allotment may be ordered in the case of any violation of provisions of this Manual, directions issued or Rules and Regulations issued by statutory bodies whose jurisdiction extends to the unit. No appeal shall lie against such cancellation order.

16. RESTORATION OF CANCELLED ALLOTMENT

For cancellations made under paragraph 15, restoration can be considered only with the specific approval of the CSEZ Authority upon a reference made to the Authority by the Chairman. Should the Authority restore the allotment, the lease agreement shall continue to be valid.

17. PROCEDURE FOR EVICTION

The Zone being property of the Central Government, any unauthorized occupant is liable to be proceeded against under the Public Premises (Eviction of Unauthorized Occupants) Act. The only validity for occupation of space in the Zone is the Lease Agreement entered into with the Authority and lease agreements are executed by such persons who have been issued with a valid Letter of Approval under the SEZ Act, 2005 or who have been permitted to occupy space under a commercial agreement approved by the Authority. Any unit or entity in default of rental dues as prescribed in this Manual or any unit that has ceased to export for a period of six months, without valid justification to the satisfaction of the Chairman or whose allotment is cancelled for any reason in accordance with the provisions of this Manual or whose Letter of

Approval has ceased to be valid shall be issued with notice in Form VII for cancellation of lease agreement.

17.2 The notice referred to above shall be followed by order in Form VIII, within seven days of notice, cancelling the lease deed. Proceedings under the Public Premises (Eviction of Unauthorized Occupants) Act may, thereafter, be initiated.

17.3 The moveable and immoveable property shall be listed in Form X on an appointed day of which the authorised person of the evicted unit shall be intimated in Form IX for their presence if they so desire. Any financial institution that has, till the issue of Form VIII, intimated the Chairman of any financial interest in the property of the evicted unit or any other statutory agency that has made known to the Chairman of dues owing to it, may also be intimated about the inventorization to enable their presence if they so desire. This is without prejudice the unextinguishable primacy rights of the Authority in proceedings under Public Premises (Eviction of Unauthorized Occupants) Act and is only intended for transparency of proceedings in the event that the proceedings realize sums in excess of any that is due to the Authority and on which such institutions may intend to prefer their claim within the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act. If any dispute arises as to the inclusion of any item in a particular lot, the decision of the Chairman shall be final. Any representative of such institution or agency who is present shall sign Form X before commencement of the listing and any dispute on any issue shall be made separately in writing to the Chairman. The communication of such a dispute shall not vitiate the listing process and it is also not to be construed as withdrawal from the proceedings. Valuation of these goods shall be done by a qualified agency nominated by the Chairman.

17.4 Disposal of the goods shall be effected in lots which are generally to be classified as (1) civil works, including structures, that belonged to the evicted unit, (2) plant and machinery, and (3) finished goods, raw materials and consumables. Such goods as are liable to duty shall be valued for the purposes of Customs duty by the Specified Officer or his nominee at the time of inventorisation and the duty thereon shall be remitted separately by the successful bidder if the goods are to be removed from the Zone and, in such cases, the person shall be required to file a bill of entry as per procedure relating to section 30 of the SEZ Act, 2005. Any unit within the SEZ procuring the goods in auction shall include the value, as assessed by Specified Officer or nominee, in the assets and as outflow for the purposes of calculating Net Foreign Exchange under the SEZ Rules, 2006. While the auction price shall be deemed to be transaction value, unless Specified Officer has evidence to the contrary, for goods other than capital goods, the valuation of capital goods shall be calculated by the Specified Officer by reducing the depreciation amount from the original procurement price. The valuation assessed by the Specified Officer need not conform to the valuation referred to in 17.3.

17.5 Bidders for civil works shall, unless they intend to remove structures in accordance with procedure above, be limited to such entities as have a valid

Letter of Approval to operate within the Zone or are eligible to do so as ascertained by the Chairman.

17.6 The disposal process shall follow an auction-cum-tender process with the auction held at a stipulated time after the opening of the tender. Notices for auction shall be published in a leading English and vernacular newspaper and shall be prominently displayed on the web-site of the Authority. Successful bidders are required to remit 25 % of the bid amount within forty eight hours and the balance amount within seven days failing which their bids shall be declared invalid and all amounts remitted shall stand forfeited to the Authority. Successful bidders of moveable goods shall within a period of seven days thereafter vacate the premises failing which the bids shall be declared invalid and the amounts remitted forfeited to the Authority. EMD of unsuccessful bidders shall be returned within seventy two hours of conclusion of auction. Sale proceeds shall be apportioned in the manner prescribed in Public Premises (Eviction of Unauthorized Occupants) Act.

18. OTHER ALLOTMENTS

Space required by other service providers shall be requested in Form IA and, except in the cases of towers of mobile operators, shall require the approval of the Authority. The rental charges shall be twenty-five percent higher than the rates for space in the processing area except for allotment to statutory agencies handling welfare or facilitation activities who may be allotted space at a nominal rate. All other procedures applicable to units shall, *mutatis mutandis*, apply to such allottees. The lease agreement shall be in Form VB.

19. CRECHE

The Authority has, as a common use facility established a crèche which may be used by employees of units and the cost of maintenance shall be met by the units on a proportional basis. CSEZ Industries Association may formulate their own guidelines for operation of the crèche in accordance with the statutory requirements.

20. REGISTERED ADDRESS

No allottee of space in SDF/MSDF shall alter their registered address to the Zone with the Registrar of Companies and any existing allottee having done so may have the address changed within one month from the issue of this Manual. Failure to do so shall result in cancellation of lease agreement. Plot holders who have used the zone as a registered address shall, upon vacation, get necessary amendments effected.

21. DEFINITIONS

- (a) Authority in this Manual refers to the Cochin Special Economic Zone Authority

- (b) Chairman in this Manual refers to Chairman Cochin Special Economic Zone Authority
- (c) Zone in this manual refers to Cochin Special Economic Zone at Kakkanad and any future additions to the area.
- (d) Secretary in this manual refers to Secretary appointed by the Cochin Special Economic Zone Authority to discharge the functions of the Secretary
- (e) Estate Manager in this manual refers to the official designated by the Chairman as Estate Manager

22. REPEAL

All instructions, guidelines and circulars on matters covered in this Manual shall stand repealed with effect from 15th August 2010.

23. AUTHENTICATION

The authoritative contents of this Manual shall be authenticated by the signature of the Chairman and retained in the custody of the Secretary and all copies, in any form, shall conform to the authoritative text.

23.2 Any amendments effected by the Authority in the Manual shall be authenticated by the Chairman in the authoritative text.

By order of the Authority at its meeting held on 9th August 2010

(C J Mathew)
(Chairman)
10th August 2010

SCHEDULE I

Developed Plot	Available on 15 year lease with option to renew allotment for 15 years	Rs.110 per m ² per annum
Standard Design Factory building - Single Storied		Rs.830 per m ² per annum
Standard Design Factory building - Multi-Storied		Rs.830 per m ² per annum

SCHEDULE II

SI No	Name of entrepreneur (M/s.)	Plot/SDF	Area occupied (in m ²)	Rental (in Rs.)	Date of expiry of lease agreement
1	SFO Technologies P. Ltd.	Plot No. 37	1003.8	570	21.10.2010
2	AB Mauri (India) P. Ltd.	Plot No.24	3849.1	60	06/10/11
3	Integrated Computing Environments Ltd.	SDF 4	393.83	570	02/04/11
4	Tata Ceramics Ltd.	Plots 24-29	24376.7	60	10/07/11
5	Tyco Electronics Tools (I) P. Ltd.	Plot No.44	9331.4	74	27.06.2011
6	Mak Games & Musical Equipments Pvt. Ltd.	Plot No.12-B	996.6	60	24.10.2010
7	Covema Filaments Ltd.	SDF 14B	2248.3	570	23/07/2017

SCHEDULE III

Sector	Exports/m ²
Agro & Food Products	Rs.300000
Engineering	Rs.350000
Miscellaneous Products	Rs.125000
IT/ITES	Rs.3500000
Electronic Hardware	Rs.600000
Textile & Garments	Rs.100000
Trading	Rs.3500000
Plastic & Rubber Products	Rs.100000
Gems & Jewellery	Rs.20000000

FORM I
APPLICATION FOR SPACE IN COCHIN SPECIAL ECONOMIC ZONE

1. Name of applicant:
2. Status of applicant: Proprietor/Partnership/Limited Company/Others
3. In case other than proprietorship,
date of incorporation/formation:
4. Registered Address:
5. Address for correspondence;
6. Proposed activity in CSEZ:
7. Whether manufacturing or service:
8. Previous export value:
9. Projected annual export:
10. Proposed date of commencement of exports:
11. Projected employment: Men Women
12. Area requirement:
13. Whether requirement is for built-up space:
14. Proposed capital investment:
15. Power requirement:
16. Water requirement (in kl/day):
17. Any special requirements such as ground floor, proximity with other
manufacturers etc.
18. Enclosures:
 1. Memorandum of Association/Partnership Deed
 2. Income Tax returns of director/partner
 3. Audited balance sheet for previous year
 4. Project Report
 5. Authorization to act on behalf of applicant (not for proprietors)

I have perused the Operation Manual (Allotment) of the Cochin Special Economic Zone Authority and I agree to comply with all requirements thereunder. I also agree to comply with all other instructions relating to Security, Safety and preservation of the assets of the Zone.

(Signature and seal of the applicant)

Date _____

FOR OFFICE USE ONLY

Received by:
Date of receipt:
Sl Number in Register of Applications:
Date of issue of Form II or Form IV:

(Signature of Estate Manager)

Date:

FORM II
COCHIN SPECIAL ECONOMIC ZONE AUTHORITY
ADMINISTRATIVE BUILDING: CSEZ
KAKKANAD: KOCHI – 682 037
Phone: 914842413111 Fax: 914842413074 E-mail:dc@csez.gov.in

TENTATIVE LETTER OF ALLOTMENT

To

Gentlemen,

With reference to your application for space in Cochin Special Economic Zone No. _____ dated _____, the Authority is pleased to offer space as described below on lease for a period of fifteen years to enable establishment of unit under the Special Economic Zones Act, 2005.

2. The lease rent shall be ` _____ per m² per annum for the next three years payable quarterly except in the first year. You shall immediately remit an amount of ` _____ (_____), and not later than 15 days from the date of receipt of this letter, being the amount to be deposited for the whole year to take possession of the space. Formal letter of allotment shall be issued upon production of Letter of Approval issued by the Development Commissioner, CSEZ and proof of deposit of the amount demanded above.

3. The deposited amount shall be utilized to settle your quarterly dues and you will be called upon to make good the shortfall in any quarter. The entire amount will stand forfeited to the Authority should you withdraw from the allotment for any reason.

Yours faithfully,

(Estate Manager)

F No.

Date _____

FORM III

COCHIN SPECIAL ECONOMIC ZONE AUTHORITY

ADMINISTRATIVE BUILDING: CSEZ

KAKKANAD: KOCHI – 682 037

Phone: 914842413111 Fax: 914842413074 E-mail:dc@csez.gov.in

FIRM LETTER OF ALLOTMENT

To

Gentlemen,

Please refer to this office letter _____ dated _____ conveying offer of space to you.

2. Being in receipt of Letter of Approval _____ issued to you and your remittance of ` _____ (` _____) as advance for the rental for the year, the Authority is pleased to confirm the allotment of m² as plot/built up space.

3. You are requested to furnish the completed lease agreement for acceptance by the Chairman and registration, thereafter, with the sub-registrar.

4. Please note that the property in Cochin Special Economic Zone cannot be designated as your registered address if in occupation of buildings in the custody of the Authority. Any violation will lead to cancellation of the allotment.

Yours faithfully,

(Estate Manager)

F No.

Date _____

FORM IIIA
COCHIN SPECIAL ECONOMIC ZONE AUTHORITY
ADMINISTRATIVE BUILDING: CSEZ
KAKKANAD: KOCHI – 682 037
Phone: 914842413111 Fax: 914842413074 E-mail:dc@csez.gov.in

RETURN OF LEASE AGREEMENT

To

Gentlemen,

Please refer to lease agreement submitted by you for occupation of _____ m² of built-up space/plot in Cochin Special Economic Zone. The Chairman has affixed his signature and the same is returned to you for registration with Sub-Registrar, Thrikakara.

2. The registered lease deed may be returned to this office within three weeks for safe custody. Failure to do so would entail cancellation of allotment and consequent eviction.

3. Please note that mortgage of leasehold rights on the said property can be done only with the approval of the Chairman for which a separate no-objection will be required from this office. You are also requested to keep this office intimated about any interest that a financial institution may have in your operations at any time.

Yours faithfully,

(Estate Manager)

F No.

Date _____

FORM IIIB-1

REQUEST FOR PERMISSION TO MORTGAGE LEASEHOLD RIGHTS

The Chairman
Cochin Special Economic Zone Authority
Administrative Building
Kakkanad, Kochi -682037

Sir,

Please refer to letter of allotment issued in F No _____ dated _____ in Form III to us for establishing a unit in Plot No. _____ /SDF No. _____ Floor and registered lease deed in your custody.

2. We desire to mortgage the leaseholds rights over the property to _____ with its branch _____. It is requested that your concurrence with this is communicated to us at the earliest.

Yours faithfully,

(Signature of authorized signatory with seal)

Date _____

FORM IIIB2
COCHIN SPECIAL ECONOMIC ZONE AUTHORITY
ADMINISTRATIVE BUILDING: CSEZ
KAKKANAD: KOCHI – 682 037
Phone: 914842413111 Fax: 914842413074 E-mail:dc@csez.gov.in

NO OBJECTION FOR MORTGAGE OF LEASEHOLD RIGHTS

To

Gentlemen,

Please refer to your request in Form IIIB1 for permission to mortgage the leasehold rights to space in SDF /Plot No in your possession vide Letter of Allotment in Form III and for which lease deed has been executed vide Form IIIA.

2. The Authority is please to grant its “no-objection” to mortgaging the lease hold rights on the said property of m². Please note that the land on which the building is situated/ building space are the property of the Cochin Special Economic Zone Authority and no claim shall lie against the cited property except to transfer the lease to the assignee of _____ with its branch _____.

3. It may also be noted that transfer of the lease to any assignee should be preceded by approval of the Chairman regarding eligibility in accordance with the Special Economic Zones Rules, 2006.

Yours faithfully,

(Estate Manager)

F No.

Date _____

FORM IV
COCHIN SPECIAL ECONOMIC ZONE AUTHORITY
ADMINISTRATIVE BUILDING: CSEZ
KAKKANAD: KOCHI – 682 037
Phone: 914842413111 Fax: 914842413074 E-mail:dc@csez.gov.in

NON_ACCEPTANCE OF APPLICATION FOR SPACE

To

Gentlemen,

With reference to your application for space in Cochin Special Economic Zone No. dated , the Authority regrets its present inability to accede to your request for the following reasons:

- a) Non-availability of space as per your requirements
- b) Inappropriateness of your project for CSEZ
- c) Inability to cater to your power and/or water requirements
- d) Any other reason _____

2. Should you wish to retain your application in the pending list for six months, you may, if covered by category (a) above indicate your willingness in the tearaway portion below.

3. We shall intimate you about availability of space without any further reference to this office.

Yours faithfully,

(Estate Manager)

F No.

Date _____

FORM IVA

The Chairman
CSEZ Authority
Kakkanad, Kochi

We are interested in retaining our application for another six months.

(Authorized signatory of applicant with seal)

F No.

Date:

FORM V

LEASE DEED (Plot)

REGD AS DOCUMENT No. _____ 20... OF THRIKKAKARA SRO

Dated : _____

BETWEEN

COCHIN SPECIAL ECONOMIC ZONE AUTHORITY

Represented by the Development Commissioner, CSEZ &

Ex-officio Chairman, CSEZA Shri C J MATHEW

LESSOR

AND

.....
COCHIN SPECIAL ECONOMIC ZONE (CSEZ),

COCHIN 682 037.

LESSEE

LEASE DEED

THIS INDENTURE of lease made at Cochin on the .. day of20..

BETWEEN **Cochin Special Economic Zone Authority (CSEZA)**, an Authority constituted under the Special Economic Zone Act, 2005 under the Ministry of Commerce and Industry, and having its registered office at CSEZ Administrative Building, Cochin, hereinafter called ‘**Lessor**’ (which expression shall unless the context does not so admit, include its successors and assigns) of the one part AND M/s.....

a company registered under the Companies Act, 1956 / a registered Partnership / Proprietorship belonging to Mr..... and having its registered office at hereinafter referred to as the ‘**Lessee**’ (which expression shall unless the context does not so admit, include its successors, his/their heirs, executors, administrators and permitted assigns) of the other part;

WHEREAS the Government of India has set up 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 and services from the CSEZ in

the interest of the national economy by establishing industrial/service/trading units in the said Zone under provisions of the then Foreign Trade Policy and subsequent SEZ Act, 2005 and SEZ Rules, 2006.

AND WHEREAS the Government of India has constituted the Cochin Special Economic Zone Authority and transferred all its assets in CSEZ to the CSEZA for the development, operation and management of the Cochin Special Economic Zone in compliance with the SEZ Act, 2005, SEZ Rules, 2006 and SEZ Authority Rules, 2009;

AND WHEREAS the Lessee has approached the Lessor for demising to it/him a piece of land in Plot No.... within CSEZ, within the village limits of Vazakkala /Kakkanad of Kanayannur Taluk, Ernakulam District, for setting up an industrial project to carry out authorized operations as approved by the Development Commissioner in accordance with SEZ Act, 2005 and SEZ Rules, 2006 thereunder and in pursuance thereof the Lessor has agreed to lease to the Lessee the plot of land bearing Plot No..... in the CSEZ more particularly described in the First Schedule hereunder (hereinafter referred to as the “demised premises”) for the period, lease rent and upon the other terms and conditions hereinafter contained.

AND WHEREAS the Government of Kerala has exempted CSEZ units from payment of Registration charges and stamp duty *vide* G.O. (P) No. 103/2001/TD dated 28.01.2001 and G.O.(P) No.6/2002/TD dated 18.01.2002.

NOW THIS DEED WITNESSETH AS FOLLOWS:

- (1) In consideration of the premises and various facilities and 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 unto the Lessee, by way of lease, the demised premises to HOLD the same unto the Lessee for the term of **fifteen years or co-terminus with the validity of the letter of approval issued to the Lessee by the Development Commissioner, Cochin Special Economic Zone,** computed from
- (2) The Lessee shall pay to the Lessor an annual rent of Rs..... for the first three years of the lease and on the expiry of the said three years and thereafter on the expiry of every subsequent three year period the lease rent shall be revisable by the Lessor and the Lessee shall pay to the Lessor such revised rent.
- (3) The Lessee shall, at the time of allotment, pay in advance to the Lessor, lease rent for the first year amounting to Rs..... (Rupees only). The Lease rent for the second year onwards shall be paid on quarterly basis, in advance, before the 5th April, 5th July, 5th October and 5th January of each year without any deductions whatsoever and that late payment is liable to 12% per annum interest for every month or part thereof.
- (4) The Lessee doth hereby covenant with Lessor as follows :-

To pay the said lease rent and all other charges that may be fixed from time to time by the CSEZA on the days and in manner herein before appointed clear of all deductions.

6. To pay all existing and future taxes, rates, assessments, and outgoing of every description for the time being payable either by the Lessor or Lessee or by the occupier in respect of demised premises and anything for the time being thereon.

7. It is hereby agreed and declared that in the event the Lessor insures and/or keeps insured 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 any dispute arising between the Lessor & Lessee regarding the liability of the Lessee to pay the said amount of insurance premium, the decision of the Chairman, CSEZA shall be final and binding upon the Lessee.
8. To manufacture products/carry out activities in the demised premises as authorised by the Development Commissioner, Cochin Special Economic Zone from time to time.
9. To commence commercial production or service activities/trading for export within the period specified in the Letter of Approval.
10. Not to undertake activities or 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 Letter of Approval is granted.
11. To submit from time to time to the Lessor, plans and the schemes of the particular industry to be established together with such other details as may be required.
12. To carry out the activities as authorised in the Letter of Approval in compliance with the SEZ Act and Rules and make exports valued at such amounts as is prescribed as the standard exports per sq. mtr. as laid down in Schedule III of Operation Manual (Allotment) of CSEZ Authority.

13. Not to violate any of the conditions laid down in the Letter of Approval.
14. To permit the Chairman, CSEZA, Development Commissioner, CSEZ or any officer, surveyor, workmen or other persons employed by the Chairman, CSEZA/Development Commissioner 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.
15. 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, danger or disturbance to the owners, occupiers or residents of other premises in the vicinity.
16. Not to assign transfer, change or alienate interest in the demised premises or any part thereof without the prior approval of the Development Commissioner and prior consent in writing of the Lessor and subject to such terms and conditions as the Lessor may prescribe in granting the permission to the Lessee for the transfer of the said demised premises or any part thereof as herein before mentioned.
17. Not to sublet/sub lease the demised premises or any part of the demised premises.
18. To intimate in writing to the Lessor within a fortnight of any changes made or effected in the corporate structure or the constitution of the Lessee.
19. To allow all persons and vehicles entering and leaving the demised premises and/or CSEZ to be examined by the Staff of the Lessor or any agency authorised by the Chairman, CSEZA and Development

Commissioner, CSEZ for the purpose of checking that no products or any materials manufactured in the demised premises are removed in the manner not in compliance with the SEZ Act and Rules.

20. The Lessee may make or construct buildings or other installations for the manufacture of products/carrying out activities as authorised by the Development Commissioner, Cochin Special Economic Zone but no such constructions, installations or changes of any nature whatsoever **in the building erected** shall be made without the prior consent of the Lessor obtained in writing before commencement of any such construction installation or change and if permitted, to carryout the same in accordance with building bye-laws rules and regulations of the local authority or any other statutory regulations.
21. The Lessee shall not make any excavation upon any part of the said land 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 in accordance with the terms of this lease.
22. The Lessee shall provide a set off of 3 mtrs. from the boundary on all sides of the demised premises.
23. Not to cause any annoyance or hindrance to other tenants/lessees of the Lessor or to conduct any activities which will impede the other lessees of the Lessor in manufacturing or processing their products or services AND in the event any other lessee of the Lessor experience or find any difficulty in conducting its/his/their business and/or activities connected therewith smoothly and efficiently by reason of the user by the Lessee of the demised premises or if 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 by other lessees of any

buildings or portions thereof in the CSEZ the same shall be referred to the **Lessor** and any directions or orders issued by the **Lessor** in relation thereto shall be complied with by the Lessee.

24. To comply with all rules and regulations prescribed under all Labour Legislations including Industrial Disputes Act, Workmen's Compensation Act, Payment of Wages Act, Minimum Wages Act, Factories Act and Fatal Accidents Act or any other statutes governing employer employee relationships.
25. To comply with the parking regulations and other general instructions laid down by the Lessor from time to time.
26. To comply with all instructions and orders issued from time to time with regard to disposal of waste and general maintenance of the Zone and agree to pay the Lessor the penalties as imposed and demanded for non compliance with the instructions.
27. To strictly comply with the conditions laid down in the agreement executed by the Lessee with the Lessor on supply of water, power, treatment of industrial and domestic effluents, including payment of all charges and other demands made thereunder.
28. At the expiration or sooner **termination** of the lease to quietly deliver up to the Lessor, within a period of SIXTY days of the expiration or sooner **termination** of the lease, vacant possession of the demised premises after removing the partitions, fitting and fixtures, machinery, equipments and other movable assets installed by the Lessee in the demised premises but leaving intact the buildings and other permanent structures and improvements erected on the demised premises by the Lessee with the permission of the Lessor and such removal shall be done without in any way damaging or defacing the demised premises or any portion thereof. Provided always that in the event the Lessee fails to

deliver vacant and peaceful possession of the demised premises as aforesaid or leaves the demised premises without removing the said partitions, fittings and fixtures, machinery, equipments and other movable assets installed by the Lessee in the demised premises, on the expiry of the above mentioned period of SIXTY days the same shall belong to the Lessor and the Lessee shall not be entitled to any compensation whatsoever therefor. Provided further that if the Lessor desires to retain the said partitions and fittings and fixtures, etc. the Lessor shall pay to the Lessee compensation therefor as may be determined by the **Lessor**, and the Lessee shall not be entitled to raise any objection against such retention and / or the valuation determined by the said **Lessor** as aforesaid. Provided further that the Lessee shall continue to be liable to pay compensation, for the period of unauthorised occupation of the demised premises till the date the **Lessee** hands over vacant and peaceful possession of the demised premises or is removed from the demised premises, at such rates as may be charged by the Lessor.

- (5) The Lessee doth hereby covenant with Lessor as follows :-
- a. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants and obligations agreed herein before and on the Lessee's part to be performed may peaceably enjoy the demised premises for the term of the lease 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.
- (6) 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 this Lease the entire demised premises are not utilised for the purpose for which the same

has been demised or if the Lessee ceases to carry on the manufacture of products and/or activities authorized for a period of six continuous months for whatever cause including strike or lockout **or injunction from the Court in any sort of litigation**, or if and whenever there shall be a breach of any of the covenants and conditions herein set out or referred to or under any agreement entered into by the Lessee, 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, the Lessor may re-enter upon the demised premises and every part thereof and thereupon the demise hereby granted shall absolutely cease and determine, provided always the Lessor shall in addition to the right of **termination** of this Lease and to effect the re-entry as mentioned aforesaid be entitled to recover as and by way of compensation such amounts as may be considered by Lessor as appropriately recoverable from the Lessee including recalling of all those various concessions and variety of facilities granted to the Lessee. The above shall be without prejudice to the right of the Lessor to take steps to recover the arrears of rent as arrears of land revenue or move the appropriate Court of Law for recovery **or invoking the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.**

- (7) Notwithstanding the right of the Lessor to take action for default of rent as aforementioned the Lessee shall be liable to pay Interest on rent arrears at the rate of 12% per annum for every month or part thereof.
- (8) If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee herein contained and is desirous of receiving a new lease of the demised premises on the expiry of the period of this lease he shall give notice in writing to the Lessor at least six months before the expiration of the period of this lease of his desire and in such an

event the Lessor shall, at the cost and expense in every respect of the Lessee, grant 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 all the other covenants, provisions and stipulations herein 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 Lessee may, in similar manner and subject to having duly performed and observed the covenants and conditions on the part of the Lessee to be performed and observed, request for further extensions of lease and the Lessor shall in similar manner and at the cost and expense of the Lessee grant to the Lessee further renewals and that every such renewal shall be for such terms and subject to such covenants, provisions and stipulations as may be decided by the Lessor.

- (9) The Courts at Ernakulam shall have exclusive jurisdiction with respect to any matter or dispute arising out of or in any way touching or concerning this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the ...day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of Cochin Special Economic Zone Authority

The Lessor aforesaid Development Commissioner, CSEZ &

Ex-officio Chairman, CSEZA Shri C.J.MATHEW

in the presence of:-

e)

Cochin Special Economic Zone
Kakkanad, Cochin – 682 037

Signature:

f)

Cochin Special Economic Zone
Kakkanad, Cochin – 682 037

Signature:

SIGNED, SEALED AND DELIVERED

for and on behalf of M/s.

the Lessee aforesaid by its

and 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:

a) Name, S/o, ...Address

Signature:

2. Name, S/o Address

Signature:

FIRST SCHEDULE

Description of Land

All that **piece of land known** as, Cochin Special Economic Zone (CSEZ), within the District of Ernakulam, Sub District Thrikkakara, Taluk Kanayannur, Farka Thiruvamkulam, Village Vazhakkala/Kakkanad Re- Survey No....., Extent sq. meter containing by admeasurement sq. meter or thereabouts and bounded as follows, 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 -

FORM V-A

LEASE DEED (SDF)

REGD AS DOCUMENT No. _____ 20... OF THRIKKAKARA SRO

Dated : _____

BETWEEN

COCHIN SPECIAL ECONOMIC ZONE AUTHORITY
Represented by the Development Commissioner, CSEZ &
Ex-officio Chairman, CSEZA Shri C J MATHEW ----- LESSOR

AND

.....
COCHIN SPECIAL ECONOMIC ZONE (CSEZ),
COCHIN 682 037. ----- LESSEE

LEASE DEED

THIS INDENTURE of lease made at Cochin on the .. day of20.. BETWEEN **Cochin Special Economic Zone Authority (CSEZA)**, an Authority constituted under the Special Economic Zone Act, 2005 under the Ministry of Commerce and Industry, and having its registered office at CSEZ Administrative Building, Cochin, hereinafter called '**Lessor**' (which expression shall unless the context does not so admit, include its successors and assigns) of the one part AND M/s.....

a company registered under the Companies Act, 1956 / a registered Partnership / Proprietorship belonging to Mr..... and having its registered office at hereinafter referred to as the '**Lessee**' (which expression shall unless the context does not so admit, include its successors, his/their heirs, executors, administrators and permitted assigns) of the other part;

WHEREAS the Government of India has set up 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 and services from the CSEZ in the interest of the national economy by establishing industrial/service/trading units in the said Zone under provisions of the then Foreign Trade Policy and subsequent SEZ Act, 2005 and SEZ Rules, 2006.

AND WHEREAS the Government of India has constituted the Cochin Special Economic Zone Authority and transferred all its assets in CSEZ to the CSEZA for the development, operation and management of the Cochin Special Economic Zone in compliance with the SEZ Act, 2005, SEZ Rules, 2006 and SEZ Authority Rules, 2009;

AND WHEREAS the Lessee has approached the Lessor for demising to it/him SDF building/portion of the SDF building constructed in Plot No.... within CSEZ, within the village limits of Vazhakkala/Kakkanad of Kanayannur Taluk, Ernakulam District, for setting up an industrial project to carry out authorized operations as approved by the Development Commissioner in accordance with SEZ Act, 2005 and SEZ Rules, 2006 thereunder and in pursuance thereof the Lessor has agreed to lease to the Lessee the SDF building/ portion of SDF building constructed in Plot No. in the CSEZ more particularly described in the First Schedule hereunder together with partition, fittings and fixtures thereto as listed in the Second Schedule hereunder (hereinafter referred to as the "demised premises") for the period, lease rent and upon the other terms and conditions hereinafter contained.

AND WHEREAS the Government of Kerala has exempted CSEZ units from payment of Registration charges and stamp duty vide G.O. (P) No. 103/2001/TD dated 28.01.2001 and G.O. (P) No.6/2002/TD dated 18.01.2002.

NOW THIS DEED WITNESSETH AS FOLLOWS:

- (1) In consideration of the premises and various facilities and 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 unto the Lessee, by way of lease, the demised premises to HOLD the same unto the Lessee for the term of **fifteen years or co-terminus with the validity of the letter of approval issued to the Lessee by the Development Commissioner, Cochin Special Economic Zone,** computed from
- (2) The Lessee shall pay to the Lessor an annual rent of Rs..... for the first three years of the lease and on the expiry of the said three years and thereafter on the expiry of every subsequent three year period the lease rent shall be revisable by the Lessor and the Lessee shall pay to the Lessor such revised rent.
- (3) The Lessee shall, at the time of allotment, pay in advance to the Lessor, lease rent for the first year amounting to Rs..... (Rupees only). The Lease rent for the second year onwards shall be paid on quarterly basis, in advance, before the 5th April, 5th July, 5th October and 5th January of each year without any deductions whatsoever and that late payment is liable to 12% per annum interest for every month or part thereof.
- (4) The Lessee doth hereby covenant with Lessor as follows :-

To pay the said lease rent and all other charges that may be fixed from time to time by the CSEZA on the days and in manner herein before appointed clear of all deductions.

- g) To pay all existing and future taxes, rates, assessments, and outgoing of every description for the time being payable either by the Lessor or Lessee or

by the occupier in respect of demised premises and anything for the time being thereon.

- h) It is hereby agreed and declared that in the event the Lessor insures and/or keeps insured the SDF 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 any dispute arising between the Lessor & Lessee regarding the liability of the Lessee to pay the said amount of insurance premium, the decision of the Chairman, CSEZA shall be final and binding upon the Lessee.
- i) To manufacture products/carry out activities in the demised premises as authorised by the Development Commissioner, Cochin Special Economic Zone from time to time.
- j) To commence commercial production or service activities/trading for export within the period specified in the Letter of Approval.
- k) Not to undertake activities or 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 Letter of Approval is granted.
- l) To submit from time to time to the Lessor, plans and the schemes of the particular industry to be established together with such other details as may be required.
- m) To carry out the activities as authorised in the Letter of Approval in compliance with the SEZ Act and Rules and make exports valued such amounts as is prescribed as the standard exports per sq. mtr. as laid down in Schedule III of Operation Manual (Allotment) of CSEZ Authority.
- n) Not to violate any of the conditions laid down in the Letter of Approval.
- o) To permit the Chairman, CSEZA, Development Commissioner, CSEZ or any officer, surveyor, workmen or other persons employed by the Chairman, CSEZA/Development Commissioner 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.

- p) 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, danger or disturbance to the owners, occupiers or residents of other premises in the vicinity.
- q) Not to assign transfer, change or alienate interest in the demised premises or any part thereof without the prior approval of the Development Commissioner and prior consent in writing of the Lessor and subject to such terms and conditions as the Lessor may prescribe in granting the permission to the Lessee for the transfer of the said demised premises or any part thereof as herein before mentioned.
- r) Not to sublet/sub lease the demised premises or any part of the demised premises
- s) To intimate in writing to the Lessor within a fortnight of any changes made or effected in the corporate structure or the constitution of the Lessee.
- t) To allow all persons and vehicles entering and leaving the demised premises and/or CSEZ to be examined by the Staff of the Lessor or any agency authorised by the Chairman, CSEZA and Development Commissioner, CSEZ for the purpose of checking that no products or any materials manufactured in the demised premises are removed in the manner not in compliance with the SEZ Act and Rules.
- u) The Lessee shall not make any structural alterations, additions 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 written permission of the Lessor and if permitted, to carry out the same in accordance with building bye-laws rules and regulations of the local authority or any other statutory regulations.
- v) Not to cause any annoyance or hindrance to other tenants/lessees of the Lessor or to conduct any activities which will impede the other lessees of the Lessor in manufacturing or processing their products or services AND in the event any other lessee of the Lessor experiences or finds any difficulty in conducting its/his/their business and/or activities connected therewith smoothly and efficiently by reason of the user by the Lessee of the demised premises or if 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 by other lessees of any buildings or portions thereof in the CSEZ the same shall be referred to the Lessor and any directions or orders issued by the **Lessor** in relation thereto shall be complied with by the Lessee.

- w) To comply with all rules and regulations prescribed under all Labour Legislations including Industrial Disputes Act, Workmen's Compensation Act, Payment of Wages Act, Minimum Wages Act, Factories Act and Fatal Accidents Act or any other statutes governing employer employee relationships.
- x) To comply with the parking regulations and other general instructions laid down by the Lessor from time to time.
- y) To comply with all instructions and orders issued from time to time with regard to disposal of waste and general maintenance of the Zone and agree to pay the Lessor the penalties as imposed and demanded for non compliance with the instructions.
- z) To strictly comply with the conditions laid down in the agreement executed by the Lessee with the Lessor on supply of water, power, treatment of industrial and domestic effluents, including payment of all charges and other demands made thereunder.
- aa) 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.
- bb) At the expiration or sooner **termination** of the lease to quietly deliver up to the Lessor, within a period of SIXTY days of the expiration or sooner **termination** of the lease, vacant possession of the demised premises after removing the partitions, fitting and fixtures, machinery, equipments and other movable assets installed by the Lessee in the demised premises but leaving intact the buildings and other permanent structures and improvements erected on the demised premises by the Lessee with the permission of the Lessor and all temporary and such removal shall be done without in any way damaging or defacing the demised premises or any portion thereof. Provided always that in the event the Lessee fails to deliver vacant and peaceful possession of the demised premises as aforesaid or leaves the demised premises without removing the said partitions, fittings and fixtures, machinery, equipments and other movable assets installed by the Lessee in

the demised premises, on the expiry of the above mentioned period of SIXTY days the same shall belong to the Lessor and the Lessee shall not be entitled to any compensation whatsoever therefor. Provided further that if the Lessor desires to retain the said partitions and fittings and fixtures, etc. the Lessor shall pay to the Lessee compensation therefor as may be determined by the **Lessor**, and the Lessee shall not be entitled to raise any objection against such retention and / or the valuation determined by the said **Lessor** as aforesaid. Provided further that the Lessee shall continue to be liable to pay compensation for the period of unauthorised occupation of the demised premises till the date the **Lessee** hands over vacant and peaceful possession of the demised premises or is removed from the demised premises at such rates as may be charged by the Lessor.

- (5) The Lessee doth hereby covenant with Lessor as follows :-
- a. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants and obligations agreed herein before and on the Lessee's part to be performed may peaceably enjoy the demised premises for the term of the lease 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.
- (6) 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 this Lease the entire demised premises are not utilised for the purpose for which the same has been demised or if the Lessee ceases to carry on the manufacture of products and/or activities authorized for a period of six continuous months for whatever cause including strike or lockout **or injunction from the Court in any sort of litigation, or** if and whenever there shall be a breach of any of the covenants and conditions herein set out or referred to or under any agreement entered into by the Lessee, 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, the Lessor may re-enter upon the demised premises and every part thereof and thereupon the demise hereby granted shall absolutely cease and determine, provided always the Lessor shall in addition to the right **of termination** of this Lease and to effect the re-entry as mentioned aforesaid be entitled to recover as and by way of compensation such amounts as may be considered by Lessor as appropriately recoverable from the Lessee including recalling of all those various concessions and variety of facilities granted to the Lessee. The above shall be without prejudice to the right of the Lessor to take steps to recover the arrears of rent as arrears of land

revenue or move the appropriate Court of Law for recovery **or invoking the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.**

- (7) Notwithstanding the right of the Lessor to take action for default of rent as aforementioned the Lessee shall be liable to pay Interest on rent arrears at the rate of 12% per annum for every month or part thereof.
- (8) If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee herein contained and is desirous of receiving a new lease of the demised premises on the expiry of the period of this lease he shall give notice in writing to the Lessor at least six months before the expiration of the period of this lease of his desire and in such an event the Lessor shall, at the cost and expense in every respect of the Lessee, grant 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 all the other covenants, provisions and stipulations herein 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 Lessee may, in similar manner and subject to having duly performed and observed the covenants and conditions on the part of the Lessee to be performed and observed, request for further extensions of lease and the Lessor shall in similar manner and at the cost and expense of the Lessee grant to the Lessee further renewals and that every such renewal shall be for such terms and subject to such covenants, provisions and stipulations as may be decided by the Lessor.
- (9) **The Courts at Ernakulam shall have exclusive jurisdiction with respect to any matter or dispute arising out of or in any way touching or concerning this Agreement.**

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

SIGNED, SEALED AND DELIVERED
For and on behalf of Cochin Special Economic Zone Authority
The Lessor aforesaid Development Commissioner, CSEZ &
Ex-officio Chairman, CSEZA Shri C.J.MATHEW

in the presence of:-

4.

Cochin Special Economic Zone
Kakkanad, Cochin – 682 037

Signature:

5.

Cochin Special Economic Zone
Kakkanad, Cochin – 682 037

Signature:

SIGNED, SEALED AND DELIVERED

for and on behalf of M/s.
the Lessee aforesaid by its
and 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:

29. Name, S/o, ...Address

Signature:

1. Name, S/o Address

Signature:

**FIRST SCHEDULE
Description of Building**

All that 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/Kakkanad 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.	

FORM VI

COCHIN SPECIAL ECONOMIC ZONE AUTHORITY
ADMINISTRATIVE BUILDING: CSEZ
KAKKANAD: KOCHI – 682 037
Phone: 914842413111 Fax: 914842413074 E-mail:dc@csez.gov.in

NOTICE FOR PAYMENT OF DUES

To

Gentlemen,

Please refer to Form III issued to you in F No _____ dated _____. It is intimated that amount in balance with the Authority is not sufficient to meet your dues on account of lease of Plot No. _____ SDF No. _____ Floor for the quarter commencing April/July/October/January 201__.

2. You are, therefore requested to remit ` _____ on this account in “CSEZ Authority Fund” A/c No. 30728631084 through the CEPZ Branch of State Bank of India (Kakkanad) within 15 days failing which interest shall be levied at penal rate and allotment cancelled.
3. Please ignore this if the payment has already been effected.

Yours faithfully,

(Estate Manager)

F No.

Date _____

FORM VII

COCHIN SPECIAL ECONOMIC ZONE AUTHORITY

ADMINISTRATIVE BUILDING: CSEZ

KAKKANAD: KOCHI – 682 037

Phone: 914842413111 Fax: 914842413074 E-mail:dc@csez.gov.in

**NOTICE FOR CANCELLATION OF ALLOTMENT AND LEASE
AGREEMENT**

To

Gentlemen,

Please refer to Form III issued to you in F No _____ dated _____ and your obligation to comply with all the contents of the Operation (Allotment) Manual. It has been observed that:

- b) You have not remitted dues of ` _____ on account of lease agreement even thirty days after intimation
- c) You have not made any exports for six months
- d) Your exports are not commensurate with standards listed for your sector in Schedule III of the Operation (Allotment) Manual.
- e) You have consistently been violative of statutory obligations under _____ Act
- f) You have not furnished the registered copy of lease agreement within stipulated time
- g) _____

2. You are, therefore, required to show cause within 15 days as to why your allotment cancelled and lease agreement rendered null and void for the above. Should you require to be heard in person, you may intimate accordingly in your written reply. Failure to respond to this notice is likely to result in ex-parte action against you.

Yours faithfully,

(Chairman)

F No.

Date _____

FORM VIII

COCHIN SPECIAL ECONOMIC ZONE AUTHORITY
ADMINISTRATIVE BUILDING: CSEZ

KAKKANAD: KOCHI – 682 037

Phone: 914842413111 Fax: 914842413074 E-mail:dc@csez.gov.in

CANCELLATION OF ALLOTMENT AND LEASE AGREEMENT

To

Gentlemen,

Please refer to Form VII issued to you in F No _____ dated _____ and your reply therein/ non-response.

2. The matter has been considered in detail and it is observed that your actions have established your contravention of the conditions in the Operation (Allotment) Manual.

3. In view of the above, your allotment in Form III issued in F No _____ dated _____ hereby stands cancelled with effect from _____. Consequently your lease agreement is no longer valid.

4. This is without prejudice actions that may be initiated against you for specific contraventions of any law for the time being in force.

Yours faithfully,

(Chairman)

F No.

Date _____

FORM IX

COCHIN SPECIAL ECONOMIC ZONE AUTHORITY
ADMINISTRATIVE BUILDING: CSEZ
KAKKANAD: KOCHI – 682 037
Phone: 914842413111 Fax: 914842413074 E-mail:dc@csez.gov.in

INVENTORISATION PROCEEDINGS

To

Gentlemen,

Please refer to Form VIII issued to you in F No _____ dated _____ cancelling your allotment and rendering your lease deed null and void. It appears that you are in occupation of Plot No. _____ / _____ m² of built-up space in SDF No _____. As you have not chosen to vacate the said premises with all moveable and immoveable goods therein, it is proposed to inventorise these for further action.

2. You are required to be present personally or through authorized representative at the premises on _____ at _____ to enable the process. Please note that no claim on your part shall be entertained if you choose to abstain from the proceedings.

Yours faithfully,

(Chairman)

F No. _____

Date _____

Copy to:

1
2

FORM X
COCHIN SPECIAL ECONOMIC ZONE AUTHORITY
ADMINISTRATIVE BUILDING: CSEZ
KAKKANAD: KOCHI – 682 037
Phone: 914842413111 Fax: 914842413074 E-mail:dc@csez.gov.in

RECORD OF INVENTORY

Date: _____ Time: _____

Signature

Present: 1.
 2.
 3
 4.

List of civil structures with details

List of fixtures

List of furnishings

List of mechanical equipment including plant and machinery

List of finished goods

List of other goods including raw materials and consumables

Other Goods

(Estate Manager)

F No.
Date _____

.....