DEVELOPMENT CORPORATION, a corporation constituted
January 1973 between THE MAHARASHTRA INDUSTRIAL
WHEREAS by a deed of lease made at Mumbay dated 24th day of

SECOND PART.

survivors, successors in business) on the SECOND PART.
administration, successors, administrators, assignees and assigns of such last
heirs, executors, administrators, successors, and assigns of such last
executors and heirs, executors,
expression shall unless repugnant to the context or meaning

be meaning, hereby referred to as the SUB-LEASOR (which

having

in

his

office


AND

be deemed to include his successors and assigns (of the FIRST PART
which the expression shall unless repugnant to the context or meaning

the LESSOR, and also in his capacity as a permitted SUB-Leasor
undertaken (hereinafter referred to as the SEZ, and hereinafter referred to as SEZ,
Special Economic Zone (SEZ) having office at SEZ
President of India, through the Champion, SEZ
the day of

having office at SEZ

this Indenture of Sub-Lease is made at Mumbay on

SUB-LEASE AGREEMENT
AND WHEREAS the approved Committee of the SEZs.

Industries located as per the ITPOs, situated for their
the interest of the national economy by establishing/developing
Highly and Cumulative Jewellery items, from the said zone in
Highend and Cumulative Jewellery items, introduced in Information

Those kinds of products in Information Technology, Electronics

with the objective of earning Foreign Exchange on the export of
ITOs) granted by the approved Committee from time to time
and other permissible activities issued as per the terms of approved
Information Technology and Cumulative Jewellery Industries in India

Purpose of encouraging the export of Electronic Hardware,

In the above mentioned desired land and premises for the
SEZs in the above mentioned desired land and premises for the

Electronic Export Processing Zone, hereinafter called the

Export Processing Zone; hereinafter called the

AND WHEREAS the Government of India has established in

January 2002

concerned in the said lease for a term of 99 years from

concerned in the said lease for a term of 99 years from

obligations as per the Lease of the obligations as per the Lease of
Schedule herein mentioned (which is the second part of this
Schedule herein mentioned (which is the second part of this

Schedule) and the same as described in the map referred
Schedule) and the same as described in the map referred

has granted to the Lease to the Lease to the Lease; the Lease

WHERAS by a Further Indemnation of Lease made at Jumna on

WHERAS by a Further Indemnation of Lease made at Jumna on

terms and conditions herein mentioned.

years for such terms and conditions and subject to the Government,

described in the first Schedule herein mentioned (which is the same as

described in the Schedule herein mentioned (which is the same as
described in the Schedule herein mentioned (which is the same as

28.06.2002 between the same Lessor and the Lessee, the

28.06.2002 between the same Lessor and the Lessee, the

Lessee under registered no. 392/75 of Book No.1, the

Lessee under registered no. 392/75 of Book No.1, the

Sub-Lessor herein referred to as the Lessors, on the one part and the

Sub-Lessor herein referred to as the Lessors, on the one part and the

under the Maharashtra Industrial Development Act, 1961,
manuactured/processed and/or distributed for the manufacture of
manufactured/processed/constructed/building 3, 75, 013 sq. mtrs or there about in accordance
with the plans of the Apartment Complex known as "No. 1 Building"
constructed/and/or erected on the plot no. F-1 in the
sector

whereas the Sub-Lessor, has approached the Lessee/lessee for demission of/therefrom a portion of the said
building, known as the "Standard Design Factory and Gems & Jewellery Complex"

then,

whereas the Sub-Lessor has requested the Lessee to take over the demised premises
possessed and is thereby to sub-lease the demised premises or
lease is absolutely selected and possessed of or otherwise is

and whereas by virtue of the aforesaid lease deed, the

further terms and conditions

Sub-Lessees is granted in their favour by the Leasee, upon such and
and agreed to abide by such conditions/terms and conditions, it
understood the conditions/terms and conditions contain herein
applicable and the Sub-Lessees hereby agree and hold

and whereas the aforesaid two leases are still valid and

this

consequent with the obligations of the parties to the leases as follows:

and whereas the lease and the Sub-Lease have

AND WHEREAS the Sub-Lease has approached the Lessee/
Lessor may vest the Lease rent even during the currency of this
other charges.

To pay rent &
sub-lease,
covenants
by

advance to the sub-lessee.
and other charges are to be paid in
the yearly rent comprised from
the premises. the rent
premises expressely demised under the sub-lease, for a term of
pay, during to the sub-lease. to hold the said premises
part of the sub-lease, between co-tenant, the sub-lease does
rent hereby reserved and of the covenants and agreements on the
right of sub-lessee made applicable to the sub-lease and the
right of covenants made applicable to the sub-lease and the
right of the premises and various faculties and

NOW THIS DEED WITHIN THE AS FOLLOWS:

Lessee and same are to be paid by the sub-lessee.
other charges are subject to revision from time to time by the sub
intercession in the said building at a lease rent of Rs.-
and

and/or complex no:
said building named as unit no:
this sub-lease has agreed to lease a portion of the

AND WHEREAS the sub-lease, is hereby


and covenants hereinafter contained and to grant to
the Electronics and Gems and Jewelery Sector industries on the
roads, things, materials, compounds and insurance policies to
The possession of the unit to the Sub-Lessee:

4. To occupy the unit every year.

3. Any other expenses which may necessitate the revision of the leasing terms.

2. To bring any change in the terms and conditions in respect of the premises.

1. To charge additional lease rent to cover the actual deterioration.

Cost as approved by SEZ Authority:

Same as the basic lease agreement and payable:

b. To pay all expenses and leave taxes and levies and

a. To pay all expenses and leave taxes and levies and

Approved within three months from the date of handing over of

To commence the Authorized as per the Letter of the

Authorized Items

Only the

To manufacture

D12

5

Act 2005/SEZ Rules 2006

or Approved granted by the Approved Committee, under the SEZ
carry to our only Authorized Operation as approved in the Letter
are the Sub-Lessee or Sub-Lessee in respect of demised premises and
opinions of every description for the time being payable, either by

soon as the same become due and payable:

anything for the time being declared for common areas as

the Sub-Lessee or Sub-Lessee in respect of demised premises and
opinions of every description for the time being payable, either by

the panel can be notified by the SEZ Authority, from time
to time the panel may consider their the Sub-Lessee shall be liable to pay

Authority may consider their the Sub-Lessee shall be liable to pay

allowed fee for any reason whatsoever as the SEZ Authority

government for approved of the project shall be notified by the

government for approved of the project, thereby the Sub-Lessee, in the

In the event, the Sub-Lessee fails to make repairs to the premises

4. To occupy the Sub-Lessee every year.
LEASE

LEASEE: In accordance with the provisions of Chapter 2 of the Act, the lease of the building and any directions or orders issued by the Commissioner, the Sub-Lease, if approved, shall be recorded in the Commissioner's records. The Sub-Lease, if approved, shall be recorded in the Commissioner's records. The Sub-Lease, if approved, shall be recorded in the Commissioner's records.

NUISANCE

If the Sub-Lease is approved, the Sub-Lease shall be recorded in the Commissioner's records. The Sub-Lease, if approved, shall be recorded in the Commissioner's records. The Sub-Lease, if approved, shall be recorded in the Commissioner's records.

PROMISES

Promise of the Sub-Lease/Leasee reserves the right to give such promises within SEZs for which the premises have been demised under this agreement and any document containing the agreements executed by the parties and any other documents to which the parties may be entitled, and the book of records of the Sub-Lease/Leasee to inspect the General Register of the premises.

Lettter of Approval

To perform the Sub-Lease or any authorized officer, you are requested to forward the notice of approval to the person concerned, by means of a letter, as per the laws and regulations provided for the purpose.

The law so far as the Council and the Council's and the Government's powers, remain, and as provided in the law of the land, are to be exercised as provided in the law of the land.
No to assign, sell or sub-let any part of the premises.

In case of any dispute, the decision of the Chamber of Commerce, SEEPZ SEZ shall be final and binding upon the sub-lessee.

The sub-lessee shall be liable to pay to the sub-lessor the amount of the insurance premiums as per the letter of approval granted by the Chamber of Commerce, SEEPZ SEZ.

To use the demised premises only and strictly for carrying on the business in accordance with the plan approved by the Chamber of Commerce, SEEPZ SEZ and in accordance with the conditions laid down by the Chamber of Commerce, SEEPZ SEZ.

The sub-lessee shall not make any alterations, additions or additions to the premises, which may cause nuisance, annoyance or disturbance to the business of the Chamber of Commerce, SEEPZ SEZ.

No to assign, sell or sub-let any part of the premises without the prior written consent of the Chamber of Commerce, SEEPZ SEZ.

That part of the premises shall be used only for the purpose for which approved by the Chamber of Commerce, SEEPZ SEZ.
To allow the persons and vehicles entering and leaving the
necessary prohibits [as may be required by the Lease
ировки (See SERVICES) during the term of these premises given all the
agreements within such times as may be stipulated by the Leases
statement of
To submit the statements of agreements and such other the

ables to pay the bond and compensation as applicable to the
failure to deliver the possession as above the Sub-Lessee shall be
be entitled to any cost or compensation directed in the event of
Lessee on its where or condition and the Sub-Lessee shall not
assumed the said things and premises as shall become or be
above of the suit after removing the things and premises as
above of the suit after removing the things and premises as
the Sub-Lessee having to deliver vacant and peaceable possession
termination of the said term provided always that in the event
be given within a period of 30 days after the expiration of sooner
expiration and premises etc. in the seat and unit such Debenture should
possession of the demised unit after removing all partition
after
Al the expiration of sooner determination of the said Debenture of
without any further notice
Leases, the Sub-Lessee will automatically be cancelled pro-recto
beaches commenced of any terms and conditions of this Sub-
before upon the Sub-Lessee and it at any point of time the
June 2005 as well as other Leases dated 20 January 1975 shall be

It is expressly understood between the parties that all the

of the Sub-Lessee without any further notice
may be terminated by any may automatically lead to the termination
were commenced of the lessee and Sub-Lessee as the case
party right of possession cannot without the prior and express
promises in favour of any financial institution or court any other

The Sub-Lessee shall not mortgage the Sub-Demised

SPECIAL ECONOMIC ZONE to be examined by the
persons/vehicles

To allow the
and conditions hereunder set out or referred, AND/OR

(6) If and whenever there shall be a breach of any of the covenants

INCUMBENT ON, AND/OR

including without limitation, breach of any condition by the tenant in

the lease, and the said covenants AND/OR any other conditions, express or implied, for the

has been granted to him for a period of six common months for

The Sub-Lessee covenants to maintain, keep and repair the

AND/OR

unless for the purpose for which the same has been demised;

commencement of this Deed, the covenants demised are not

not within a period of six months from the date of the

(8) On the failure of the Sub-Lessee to pay the Lease Rent hereby

Further on the said premises hereinafter in the following

view hereof, the Lease/ Sub-Lessee shall reserve the right to

and in consideration made of covenants and in the said premises in

Supersede, on account of any substantial alterations

all premises in such cases, no conversation shall be passed to the

Lessee to re-enter

Supersede/ Sub-Lessee may re-enter upon, whole or in

The Lessee/ Sub-Lessee may re-enter upon, whole or in parts of the

Applicable

including the following Acts, and all other acts, may be

Labour Laws, the terms of the covenants of the employers and employees

Act, Minimum Wages Act or any other statutes, including those

Disputes, AND, Wages, Compensation Act, Payment of Wages

provisions under the various labour legislation such as Industrial

or

challenging by any statutory authority.

shall of the Lessee / Sub-Lessee for the purpose of the covenants of
to enter upon the subject-matter and premises of any part thereof
such cases or events, the Sub-lessee shall be entitled under the
Lease, or if the Sub-lessee is adjudged insolvent, then and any of
or condition contained in these premises or in the said Deed or
monies insufficiency of rent or commencement of any covenant or
the Sub-lessee commences default in payment of more than one
heretofore agreed and declared an express term of the said Lease
that it hereby agrees and declares as an express term of this Lease that it
appreciation submitted to the Government for the purpose and it is
Lease falls to make expenses or the legal proceeds in the
the conditions hereinafter set out or referred to as the Sub-
and whenever there shall be a breach or any of the covenants and
required for the purpose for which the same has been deposited.
commence the judgment entered of it to the damages sustained
of the said or other premises or of the said or other premises.

(Recovery of rent)

demanded or not paid within a period of three months from the
specified date whether the same shall have been legally
concessions and rentable of edibility.

Recourse the Sub-lessee were not paid or granted all those
Lease is made payable in accordance from the Sub-lessee in the
condition with which amount as may be conceded by the Sub-
mentioned and other be further entitled to recover as and by way of
right to determination of the Agreement in effect as an majority as
PROVIDED ALWAYS that the Sub-lessee shall in addition to the
any other Agreement entered into by the Sub-Lease.

(8) The Sub-Lease becoming insolvent or is wound up or
considered AND OR

for any reason whatsoever, as the Secretary may
reason, and/or, we will pursue the whole or a portion of the alleged
for approval of the process and/or, deliberately keep the space
the Application submitted by the Sub-Lease to the Government
(e) If the Sub-Lease fails to make expenses to the lessor in

provisions of the Arbitration and Conciliation Act, 1996 and the
applicable procedures are intended subject to the above the
arbitration shall be before a person of the party at whose request
such as at which it was held by the previous arbitration. The cost of
shall be included in the proceeds with the reference/ arbitration from the
suitability has to be approved and the new arbitration so approved
performed for whatsoever reasons or misconceptions thereof,
agreement so approved is reflective or refusal to act or failure to
arbitration so approved is reflective or refusal to act or failure to
or if the other interested persons of whatsoever nature. In the event the
of the sub-lease/lessor it acts and or that in the course of the disputes
the sub-leases/lessor refuses and or that in the course of the disputes
be dealt with the matter or expressed any opinion pertaining to which
as the case may be and an arbitration so approved should not have
to be either from within the Scope/ Arbitration of any or outside
be referred to the arbitration by the sole arbitrator to be approved
by the registrar and notified in the manner so approved for in these cases/parten
lessor/lessor as specially provided for in these cases/parten.
the decision of which is left to the sole discretion of the said
the taking of concurrence these persons (except as to any matters/ arbitration/s).
(b) All disputes and differences arising out of or in any way/ To approve the
person of persons lawfully claiming under the lessor/lessor
interpretation of dispute/ many claims under the lessor/lessor
petitioned persons for the said claim hereby granted without any
lessor’s part for compensation shall and may be necessary only the
agreed and determined the common heirship on the Sub-
lessor for
Covenant
3. (a) The lessor/lessor do hereby covenant with the sub-lessee/


interest at the rate prescribed by the Maharashtra Land Revenue
lesser/lessor may take steps to recover the same together with
whether the same shall have been legally commenced or not, the
If the said rent hereby agreed is in arrears for a period of 30 days,

granted shall absolutely cease and determine
sub-lessee by these proceedings and determine the sub-lessee hereby
determine without prejudice to any other right concerning on the
in the name of the whole and determination this sub-lease shall
without any further notice

noted, the Sub-lease granted will automatically stand cancelled.

person or to create any third party right and if any violation are
said property to another person or institution or any group of
the Sub-lease will not be permitted to Sub-lease or Sub-let the

Lastly, it is mutually and expressly understood between the parties

exclusive by the sub-lease.

cost of charges and expenses shall be borne and paid wholly and
and execution of said lease agreement and its 2 copies including the

6. The stamp duty and registration charges in respect of registration

stipulate or constitute of the sub-lease.

formula of the charges made or deducted in the corporation

Information as to

5. To inform in writing the Development Commissioner within

2005,

appraised by the Approved Committee constituted under SEZ Act.

lease, the sub-lease in terms of the letter of approval granted and the
right of renewal and is subject to the satisfaction of the
understood between the parties that the sub-lease reserves the
Sub-lease shall be as the sub-lease may direct. It is mutually
except for the rules and other regulations referred to herein such
herein before commences except this covenant for renewal and
Sub-lessee and WITH covenants, provisions and stipulations
SUB-LESSOR AND WITH covenants, provisions and stipulations

of the years on payment of yearly rent as may be determined by the
leases a new sub-lease or the demised premises for another term
expenses in every respect of the sub-lease and will at the cost and
earn hereby granted the sub-lessee shall and will at the cost and
notice in writing to the sub-lessee before the expiration of the
sub-lease of the demised premises and in such detail shall give
meet the earn hereby granted, be desirous of entering a new
part of the sub-lease herein before commenced and shall at the end

covenants and conditions to the satisfaction of the lessor on this lease on the Lease

4. If the sub-lease shall have duly performed and observed the Renewal of Sub-

procedures under this clause.

interest for the same being in force shall apply to the affirmation

Rules Frame these under any other statutory modifications
of a piece of land known as SEEPZ++ in the

(2) All the piece of parcel of land known as SEEPZ++ in the

On towards the West by Road,

Avery Milk Colony Land

On towards the East by Pipe Line and

On towards the South by Road

Milk Colony Land

On towards the North by Road and Avery

plan annexed hereto, that is to say-

thereupon and bounded by red colored boundary lines on the
Suburban, coming into possession of 37/013 square meters of
Regulation Sub-District and District of Bombay and Bombay
Kondhwa Phata and Verna, land – another and now in the
Avery Industrial Area, within the village limits of Parpade,
the industrial area within the village limits of Parpade,
in All the piece of parcel of land known as plot no. P-1,

Description of Building

FIRST SCHEDULE

Perimeter with

hand of his authorized representatives the day and year first
above named has caused these premises to be executed under the
SEEPZ SPECIAL ECONOMIC ZONE, hereinafter and the Sub-Lettee
the President of India set his hand and affixed the common seal of the
ECONOMIC ZONE, the Sub-Letsee/Lessor for and on behalf of
IN WITNESS WHEREOF the Chairman SEEPZ SPECIAL

be referred to for the continuation of the expiration thereof.

Marginal Notes do not form part of the sub-lease and shall not
In the presence of
P:\, M/s
(Designation)
By Shri/Smt.
By the above named Sub Lessee
SIGNED, SEALED AND DELIVERED

In the presence of
On behalf of the President of India
SEZ Special Economic Zone,
The Chairman,
By Shri
SIGNED, SEALED AND DELIVERED
On or towards the West by - SEZ Internal Road,

And

Aaroy Milk Colony Land,

And

On or towards the East by - Connection Marol Road,

Land,

On or towards the South by - Aaroy Milk Colony Road

On or towards the North by - Jogeshwari Vikhroli Link

Annexure II as follows, that is to say -
colour boundary line on the plan annexed here to

Meets ie. 11 acres or thereabouts and bounded by blue
NOTE

E-mail: deseedz-mah@nic.in Website: www.seedz.gov.in
Tel. No. 28294770 Fax No. 28291764/1385
ANDHERI (E), MUMBAI - 400 096
MINISTRY OF COMMERCE & INDUSTRY,
SEEPZ SPECIAL ECONOMIC ZONE, GOVT. OF INDIA,
OFFICE OF THE DEVELOPMENT COMMISSIONER
This circular is issued with the approval of Chairman of SEEPZ Authority.

This is for information of all units, the units will have to download the draft of sub-lease agreement from the official website. The draft will have been uploaded on official website. No separate draft of sub-lease agreement will be provided to the units. The units will have to download the draft of sub-lease agreement from the official website of SEEPZ SEZ. www.seepz.gov.in

The changes made in the sub-lease agreements have been circulated vide circular no. 26 dated 19/02/2018 and the draft agreements are uploaded on official website of SEEPZ SEZ. www.seepz.gov.in.

Attention of all the unit holders in SEEPZ SEZ are invited at the issue of draft of sub-lease agreement.

CIRCULAR NO.26

NO. SEEPZ/SEZ/EMR/ACR/10-11/PART A/GPS/040/2018

Date: 19/02/2018

P-mail: deseebz-market@nic.in Website: www.seepz.gov.in

Tel. No. 28294770 Fax No. 28291754/1385

ANDHERI (E), MUMBAI - 400 069

MINISTRY OF COMMERCE & INDUSTRY,

SEEPZ SPECIAL ECONOMIC ZONE, GOVT. OF INDIA,

OFFICE OF THE DEVELOPMENT COMMISSIONER