



Shri ..... (Presenter)

KIN/IX/.....(.....)/2025-26/Lease Deed. ....

**LEASE DEED**

THIS DEED OF LEASE made and executed at **Thiruvananthapuram** on this the .....<sup>th</sup> day of ....., **Two thousand and Twenty Five** BETWEEN **KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION**, a statutory body corporate duly constituted under the Kerala Industrial Infrastructure Development Act, 1993, having its head office at "KINFRA HOUSE", T.C. No. 31 / 2312, Sasthamangalam, Thiruvananthapuram 695 010, (PAN – AABCK0384K), represented by its Managing Director, **Shri. SANTHOSH KOSHY THOMAS**, aged 58 (Fifty eight) years, son of Shri T.O. Thomas, residing at Flat No. 10 A, TANA, Near Ambala Nagar, Kuravankonam, Kowdiar P O (PIN - 695 003), Kowdiar Village, Thiruvananthapuram Taluk, Thiruvananthapuram District (PAN – ABKPT3266G) (hereinafter called the LESSOR, which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) OF THE ONE PART AND **M/s** ....., a Company registered under Indian Companies Act,1956 having its registered office at ....., represented by its Managing Director, **Shri.** ....., aged ..... (.....) years, son of Shri. ...., residing at ..... (PAN-.....) (hereinafter called the LESSEE, which expression shall, unless repugnant to the context, be deemed to include all its/his legal representatives, administrators, executors, successors and permitted assigns) OF THE OTHER PART.

For and on behalf of KINFRA  
**Shri SANTHOSH KOSHY THOMAS**  
Managing Director (Lessor)

For and on behalf of M/s .....  
..... PRIVATE LIMITED  
**Shri** .....  
Managing Director (Lessee)

WHEREAS the Lessor is the absolute owner of the property admeasuring ..... **Ares (0..... Acre)** of land in **Re-survey No.** ....., Village : ....., Taluk : ....., District : ....., Kerala State and more fully described in the First Schedule hereunder written being part of **KINFRA** .....

WHEREAS the Lessee had applied to the Lessor for a lease of the land described in the First Schedule hereunder written for setting up and running an industrial unit in the industrial Park under KINFRA for **manufacturing** .....

AND WHEREAS the Lessor had granted a License in favour of the Lessee in respect of the said land for the construction of a building for establishing and running an industrial unit in the industrial Park under KINFRA for **manufacturing** ....., on the terms and conditions contained in the Licence Agreement dated ..... entered into between the parties hereto.

AND WHEREAS the Lessee has completed the construction of the building, for establishing and running an industrial unit in the industrial Park under KINFRA for **manufacturing** ..... and commenced commercial production in terms of the provisions of the said Licence Agreement.

AND WHEREAS it is agreed between the parties hereto that the Lessor will grant a Lease in favour of the Lessee in respect of the land described in the First schedule hereto for a term of ..... (**.....**) **years and** ..... **months** commencing from ....., on the Terms and Conditions herein contained:

**NOW THIS DEED witnesseth as follows:**

- (1) In consideration of the rent hereinafter reserved and the estimated premium of **Rs. ..../- (Rupees ..... only)** calculated at the rate of Rs. ..../- per acre, paid by the Lessee and the Agreement on the part of the Lessee to pay any further premium if called upon to do so in terms of the provisions hereof, the LESSOR doth hereby grant UNTO THE LESSEE a lease of the land more particularly described in the schedule hereunder written TO HOLD the same for a period of ..... (**.....**)

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**years and .....months** commencing from .....,  
on the terms and conditions herein contained.

- (2) The Lessee shall pay the Lessor during the said term of the lease a yearly rent of **Rs. ....-/- (Rupees ..... only)** payable in advance on or before 30<sup>th</sup> day of April every year the Lessee having already paid the rent payable for the current year and if the same is not paid within the said period the same shall carry interest at the rate of 10.5% per annum or such other rate as may be fixed by the Lessor from time to time. However, this liability for payment of interest shall not affect the rights of the Lessor under this Deed.
- (3) The premium is paid based on the present day cost of acquisition of the land comprising KINFRA .....Park of which the leased premises is a part and if additional compensation becomes payable in respect of the land comprising KINFRA ..... Park, ..... as a result of any orders of any Court in proceedings pursuant to the provisions of the Land Acquisition Act, or under any other law in force the premium payable will get enhanced proportionately to that extent and the Lessee shall be liable to pay the same as and when called upon to do so.
- (4) The lessee shall also liable to pay GST@18% on the lease rent and common facility charges or such other rate that will be prescribed by Government from time to time.
- (5) The Lessee shall from time to time and at all times during the said term pay and discharge all rates, taxes, charges and assessments of every description now subsisting or which may at any time be imposed, charged, or assessed upon the premises hereby demised or the building erected or to be erected thereon. The Lessee shall be bound to pay interest on all overdue payments from the date they become due at the rate of 10.5% per annum or such other rate as may be fixed by the Lessor from time to time.
- (6) The Lessee shall pay the Lessor the proportionate cost of maintenance of common facilities such as maintenance of roads, provision of lighting, etc as well as the cost of administration of the KINFRA ..... Park, ..... The bills in

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respect of this will normally be sent every month and should be paid by the Lessee within fifteen (15) days of receipt of the same failing which interest at 10.5% per annum or such rate as may be fixed by the Lessor from time to time, will have to be paid up to the date of payment.

- (7) The Lessee shall use the said land and the buildings constructed thereon only for establishing and running an industrial unit in the industrial Park under KINFRA for **manufacturing** ..... and shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay from the said land.
- (8) The Lessee shall not at any time without the previous consent in writing of the Lessor use the said land or the building thereon or permit the same to be used for any purposes other than that of establishing and running an industrial unit in the industrial Park under KINFRA for **manufacturing** .....
- (9) The Lessee shall at all times during the said term of the Lease maintain the premises in good sanitary condition and repair and keep the buildings erected thereon in a good and substantial condition.
- (10) The Lessee shall keep the building, staircase, lobby and other common area in good sanitary and hygienic condition and shall whitewash the outside of the building with good distemper paint in keeping with the appearance of the premises at least once in two years. In case the Lessee fails to do so, the Lessor shall have the right to arrange the work at the cost of the Lessee and same shall be recovered from the Lessee, along with the common facility charges.
- (11) The Lessee shall not assign, or sub-let the premises hereby demised or any part thereof or any buildings erected thereon or any part thereof during the term of lease. However, the Lessee shall be allowed to transfer the leasehold right to another entity with prior permission of the Lessor and shall be subject to the provisions contained in the Unified Industrial Land/ Building (Allotment & Disposal) Regulations for KINFRA-2024 as amended from time to time.

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- (12) The Lessee shall be liable to pay any levy of charges imposed upon by the Lessor for permitting the transfer of lease as per Unified Industrial Land/ Building (Allotment & Disposal) Regulations for KINFRA-2024.
- (13) The Lessee shall be liable to make its own arrangement with the Kerala State Electricity Board to obtain connection from the supply points available at different locations in the Park on the terms and conditions laid down by the Kerala State Electricity Board. The Lessee shall take adequate steps for internal wiring, electrification of the built-up space constructed by them in the land allotted by the lessor.
- (14) The Lessee shall make its own arrangements for internal furnishing works of the built-up area constructed by it in the land allotted to it including water supply, drainage and all other facilities without damaging the other facilities available in the Park.
- (15) The Lessee shall display the name board of the unit in a conspicuous place in front of the unit easily visible by the people, immediately on handing over possession of the allotted land, of such size that would be got approved by KINFRA.
- (16) The Lessee shall install necessary fire fighting equipments in the built-up space constructed by them in the land allotted to it including equipments for fire alarm, as per the requirements of the Department of Fire and Rescue Services keeping the equipments in good working order and shall maintain the same at its own cost during the period of the lease.
- (17) The Lessor hereby agrees that the Lessee observing all the aforesaid conditions shall peaceably HOLD and ENJOY the said land during the said term of the Lease without any interruption by the Lessor, PROVIDED THAT, upon any breach or non-observance by the Lessee or by any person claiming through or under the Lessee of any of the aforesaid covenants or conditions, the Lessor may, notwithstanding the waiver of any previous cause or right of re-entry, enter upon the said premises and re-possess it, as if this Lease had not been granted and thereupon this demise shall absolutely determine and the Lessee shall be entitled within three calendar

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months from the date of such re-entry to remove all buildings and fixtures, which at any time during the currency of this Lease shall have been erected or affixed by the Lessee upon the said land without any claim to any compensation whatever by the Lessee.

- (18) In the event of the Lessee abandoning the activities of the unit on a future date or the lessee has otherwise acted in contravention of any of the terms, express or implied under which lessee is authorized to occupy such premises, the lessor shall have the right to evict the lessee from the leased premises and can enter upon the premises and resume the land with prior notice to the lessee, for that purpose the lessor shall have all the powers vested to it under the Kerala Industrial Infrastructure Development Act 1993 and any amendment thereof.
- (19) The Lessee shall utilise entire the land for setting up and running the industrial unit as per the plan submitted by the Lessee and approved by the competent authority. In case the Lessee fails to do so the unutilised land shall be surrendered to the Lessor on demand by the Lessor. In case the lease fails to do so the lessor has all the right to resume the unutilized portion of the land without making any compensation. The lessee shall execute a surrender deed in favour of the lessor in respect of the unutilised land and the same shall be got registered at the concerned SRO at the cost and expense of the lessee. In case the lessee commits breach of any terms of condition as described above the Lessor has all the right to evict the Lessee from the premises unutilised and for that purpose the lessor has all the right under Section 22 of Kerala Industrial Infrastructure Development Corporation Act, 1993 as well as under the Unified Industrial Land/Building (Allotment & Disposal) Regulations for KINFRA - 2024 as amended from time to time.
- (20) The Lessor does hereby further agree that before the expiry of the term of the Lease, the Lessee shall be entitled to remove all or any buildings and structures which at any time during the currency of this Lease shall have been erected or affixed by the Lessee upon the said land without any claim for compensation whatever.

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- (21) It is distinctly agreed that the Lessee shall not claim or be entitled to claim any compensation whatever except as regards buildings and fixtures not removed by the Lessee from the said land in compliance with any request in writing in this behalf by the Lessor.
- (22) The Lessor shall be entitled to allow any public utility services such as electric posts, or cables, water supply and sanitary lines, or telegraph post or cables to be taken through the said land, the Lessee shall not be entitled to any compensation in respect of the same including compensation, if any, relating to the space occupied by such public utility service, provided that while allowing such public utility services to be taken through the said land, only the minimum possible hindrance shall be caused to the structure in the said land.
- (23) It is also distinctly agreed that the Lessee shall deliver up the demised premises at the expiration or sooner determination of tenancy resorted to its former conditions and shall have no right to claim refund of the premium paid.
- (24) It is further agreed that if the Lessee does not remove the building and fixtures as allowed herein before or restore the demised premises to its original condition, within the time prescribed, the Lessor shall have the right to remove the said buildings and fixtures and restore the demised premises to its original condition and the cost of such removal and restoration shall be realised by the Lessor inter alia by the sale of materials and the balance, if any, from the Lessee. In case there is any amount left from the sale price of the materials so removed, after realisation of the cost of removal and restoration referred to herein, the same may be utilised by the Lessor for recovery of any other amounts that may be due to the Lessor from the Lessee and the balance alone is repayable to the Lessee.
- (25) In case the Lessee surrenders the lease before the expiry of the present term of lease, the Lessee shall bear all cost associated with the surrender of lease including stamp duty and registration charges

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- (26) The Lessee shall not carry out any excavation in the land allotted to it for digging borewell for water and for any other activity relating to the business of the unit or for any other purpose.
- (27) The Lessee shall not cut and remove any trees standing in the allotted plot. In case any tree is cut, the same shall be done only with the prior permission of the Lessor and in the opinion of the Lessor, it is necessary for the purpose of forming the foundation of the building and compound wall and executing the works. The Lessee shall not be entitled to remove the trees so cut from the plot and the same shall remain the property of the Lessor and the Lessor shall be entitled to dispose of the trees in any manner as the Lessor may deem fit.
- (28) The Lessee shall have no right to take usufructs from the trees standing on demised premises. The right to take usufructs from the demised premises shall exclusively vest with Lessor and Lessor will have the right to give this right to any other person for such period and on such terms as Lessor may deem fit.
- (29) The proposed unit should not carryout any other activities, which are harmful to other industrial units coming up inside the Park and environment.
- (30) It is further declared by the Lessee that the Lessee is bound by the provisions of the Unified Industrial Land/Building (Allotment & Disposal) Regulations for KINFRA - 2024 framed by the Lessor as well as any modifications thereof from time to time.
- (31) The Lessee shall obtain No Objection Certificate (NOC) from Kerala State Pollution Control Board for establishing and running the unit and shall carry out all the conditions stipulated by the KSPCB in the NOC.
- (32) The Lessee shall make its own arrangements for disposal of industrial waste generated from the unit and the industrial waste should not be dumped or accumulated within the premises of the unit or in the Park and shall not incinerate the waste within the premises of the Park/unit and shall not cause any nuisance or

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disturbances to the neighbouring units and shall not pollute the atmosphere in any manner.

- (33) The Lessee shall take adequate fire Insurance policy in respect of the building & other equipments and the cost of the insurance shall be borne by the Lessee. The copy of the insurance policy shall be submitted to Licensor/Lessor. The policy shall be kept renewed from time to time at their own cost and they should also follow all statutory safety measures stipulated by the panchayath/Municipality and other Govt agencies and Fire and Rescue department. Electrical wiring and other fittings in the building shall be of the approved standard and quality approved by the Electrical Directorate. Fire extinguishers & Fire Alarms shall be installed at the appropriate places which should be maintained in working condition with periodic maintenance and services. In case of damage is caused to the property or premises due to fire or any untoward incident, the Lessee shall submit claim for insurance money and insurance money received shall be utilized for rectifying the damage cause to the property and in case of any additional amount is required to restore the damaged property to its original condition, the same shall be borne by the Lessee.
- (34) No hazardous materials shall be stored in the premises without adequate precautions and license from the competent statutory authority.
- (35) The Lessee should also take Fatal Accident policy in respect of the workers and employees including policy under the Workmen Compensation Act. Any lapse on the part of the Lessee will be treated as a breach of the agreement which would entitle KINFRA to terminate the agreement.
- (36) The Lessee is bound by the terms and conditions contained in the Second Schedule hereunder written:
- (37) In case the Lessee makes default in payment of the lease rent and any other amount due in terms of the Lease Deed and the same is not paid on demand by the Lessor, the Lessor has the right to proceed against the Lessee and all his assets under the provisions of the Kerala Revenue Recovery Act, 1968 made

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applicable to KINFRA as per Notification in SRO No. 772/2010, dated 2<sup>nd</sup> August, 2010 published in Kerala Gazette Extra Ordinary dated 6<sup>th</sup> August, 2010.

- (38) This Lease Deed is exempted from remittance of fee payable for the registration of the instrument as per Section 78 of the Registration Act, 1908, by G.O. (P) No. 109/2004/TD, dt. Thiruvananthapuram, 8<sup>th</sup> July 2004 of Government of Kerala, and from remittance of stamp duty chargeable on the instrument, as per Section 9 of the Kerala Stamp Act, 1959, by G.O. (P) No. 108/2004/TD, dt. Thiruvananthapuram, 8<sup>th</sup> July 2004, of Government of Kerala.

**FIRST SCHEDULE HEREINBEFORE MENTIONED:**

District : .....

Sub-District : .....

Taluk : .....

Village : .....

Municipality : .....

Desom : .....

Re-survey No. : .....

Area : ..... Ares (0..... Acre)

Plot No. : .....

**DESCRIPTION:**

An extent of ..... **Ares (0..... Acre)** of dry land in **Re-survey No.** ..... **Part**, situated in ..... Village, ..... Taluk, ..... District, Kerala State, being part of KINFRA ..... Park, ..... (Sketch of the area attached)

**BOUNDARIES:**

East : .....

North : .....

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West : .....  
South : .....

**SECOND SCHEDULE HEREIN BEFORE MENTIONED**

- (1) The Lessee shall be entitled to enter upon the land leased to it only for establishing and running an industrial unit in the industrial Park under KINFRA for ***manufacturing*** .....
- (2) The Lessee shall complete the construction of the building as per the approved plans and carry out all related activities in accordance with the Kerala Municipality Building Rules / Kerala Panchayath Building Rules as the case may be, duly certified by a Licensed Engineer or Architect, for obtaining all necessary statutory approvals for setting up the unit, in K-SWIFT Portal / Single Window Clearance Board / any other agencies notified by Government from time to time, with a copy to the Park Manager. If any modification needed in the approved plan, approval should be obtained for the revised plan from the issuing authority. Upon completion of the building, the Lessee shall submit a Building Completion Certificate, duly certified by a Licensed Engineer/Architect along with copy of all statutory approvals with drawings for operating the unit, enabling the Park Manager to allot building number for identifying the unit.
- (3) The Lessee shall submit duly certified copy of sales invoice / approved documents as a proof of commencement of operation/production in the factory building, to the Park Manager. Upon submission of documents for proof of operation/production in the unit, the Park Manager will issue the “Certificate of date of Commencement of operation/production”. This certificate will be considered as primary document while considering the request for transfer/ change in constitution of unit under Unified Industrial Land/ Building (Allotment & Disposal) Regulations for KINFRA/KSIDC 2024.
- (4) All Survey Boundary Marks demarcating the boundaries of the land described in the First Schedule hereto shall be properly preserved and in addition the Lessee

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shall construct a boundary wall or boundary fencing for the entire periphery of the land described in the First Schedule hereto.

- (5) In the event of there being adjoining lands licensed / leased to other parties by the Lessor, the cost of construction of the boundary wall / fences applicable to the Lessee hereto and other Licensees / Lessees shall be shared by Licensees / Lessees concerned if so, directed by the Lessor.

This lease deed is prepared in duplicate, original to be retained by the Lessee and the duplicate by the Lessor.

IN WITNESS WHEREOF the parties hereto have affixed their signatures to this DEED on the day and year first above written.

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Witnesses:

1. **Mr. Saju Sugathan, Asst. Manager (Legal), KINFRA**  
Son of Shri R. Sugathan, TC. 2/349, Parvathy  
Pillai Veedu Nagar, Kesavadasapuram  
Pattom P.O. Trivandrum – 695 004
2. **Mr. Sajid K.K, Asst. Manager (Co-ordination), KINFRA**  
Son of Late Shri K K Abdussalam, Kottaparambil House  
Chemmad, Tirurangadi.P.O, Malappuram – 676 306

Prepared by :

Mr. N Arjunan Pillai, Advocate, T.C. 24/583, Sreevilas Lane  
Kowdiar P O, Thiruvananthapuram - 695 003 (Roll No. K3 / 2002)

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Note of correction: Nil

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