

## THE MANIPUR TRADE CENTRE RULES, 2000.

In exercise of the powers conferred by Art.162 of the constitution of India, the Government of Manipur hereby makes the following rules.

1. **Short title:-** These rules may be called “**The Manipur Trade Centre Rules, 2000**”

2. **Definition:** In these rules, unless the context otherwise requires;

- (i). **“Trade Centre”** (in short TC) means any Trade Centre promoted by the Department of Commerce & Industries, Manipur in any part of the State.
- (ii). **“Government”** means the Government of Manipur.
- (iii). **“Department”** means Department of Commerce & Industries, Manipur.
- (iv). **“Committee”** means the State Level Committee constituted by the Government of Manipur for allotment/cancellation of allotment of rooms of the Trade Centres/ Monitoring of functioning of TCs etc.
- (v). **“Director”** means the Director of Commerce & Industries, Manipur.
- (vi). **“Entrepreneur”** means an individual person who is taking up industrial/ farming enterprise(s)/undertaking(s).
- (vii). **“Trader”** means an individual person who is carrying on trade especially in export/ import of goods or services.
- (viii). **“Organisation”** means a registered body such as Corporation, Company, Co-operative Society or Voluntary organisation or partnership firm which is engaging in trade or industrial/ farming enterprises or both.
- (ix). **“Allottee”** means an individual or organisation allotted a TC room.
- (x). **“IEC Number”** means the Importer-Exporter Code Number issued by the Regional Office/Director General of Foreign Trade (DGFT), Ministry of Commerce, Government of India.

3. **Constitution of a State Level Committee for TCs:**

- (a). The Government of Manipur shall constitute a State Level Committee comprising of (i) The Commissioner/Secretary (Commerce & Industries), Government of Manipur as chairman, (ii) Commissioner/Secretary(Finance) or an officer authorised on his behalf as a member and (iii) Director of Commerce & Industries, Manipur as Member-Secretary.
- (b). The duties and functions of the Committee are to (i) examine/consider the applications for allotment of TC rooms, (ii) select and recommend eligible applicants for allotment, (iii) examine the recommendation of cancellation of allotment orders and recommend its decisions to the Government, (iv) review the annual reports on performance of the allottees and recommend to the Government for further necessary action, if any and (v) direct/advise the Director to do such other works for improvement/development of the conditions of the TCs.

**4. Classification of TC rooms:**

- (a). The rooms shall be classified to be used for the following purposes:
  - (i). Show room-cum-Sales counter relating to Export-Import
  - (ii). Communication services/public utility services.
  - (iii). Restaurant/Canteen etc.
  - (iv). Extension offices of Government Department/Semi-Government organisations relating to Export-Import.
  - (v). Conference hall for Buyers-Sellers meet etc.
- (b). The rooms shall be utilised for the purpose for which the allotment is made.
- (c). The Committee shall earmark the rooms as per classes under Sub-Rule (a) above for each TC.

*Explanation I : Software export shall be included in the class under Sub- rule (a)(i) above.*

*Explanation II : Computer printing, Xerox and PCOs shall be included in “public utility services” under Sub-rule (a)(ii) above.*

**5. Eligibility for allotment of TC rooms:**

- (a). For rooms under Rule 4(a)(i), the followings having possessed IEC Number and not defaulters of Government or financial institutions dues are eligible.
  - (i) Entrepreneurs who are bona fide citizens of India,
  - (ii) Traders who are bona fide citizens of India,
  - (iii) Organisations which are formed by bona fide citizens of India,
  - (iv) Other persons/Organisations who/which are bona fide citizens/formed by bona fide citizens of India and willing to undertake trading activities/services especially Export-Import of goods/services.
- (b). For rooms under Rule 4(a) (ii) and (iii), persons/organisations who/which are bona fide citizens/formed by bona fide citizens of India, not defaulters of Government or financial institutions dues are eligible.
- (c). For room under Rule 4(a)(iv), Government Departments/Semi-Government organisations/ Financial Institutions/Banks relating to Export-Import are eligible.

**6. Application and its disposal for allotment of TC rooms:**

- (a). The application in prescribed form at the Schedule-I & II obtainable from the Department shall be addressed to the Director. The price of the application form along with a copy of the Manipur Trade Centre Rules, 2000 shall be Rs. 50/- only.
- (b). The application must be accompanied with earnest money of Rs. 500/- only in the form of “D-at-Call” from a Nationalised Scheduled Bank in India pledged to the Director, otherwise the application is liable to be rejected straightway with no further correspondence in the matter.
- (c). In case the applicant is not selected for allotment, the earnest money under sub-rule (b) above shall be refunded to the applicant. If selected, the earnest money shall be retained as security deposit which shall be adjusted against the last rent payment or rent arrears.
- (d). In the event of allotment of any TC room, the applicant shall produce one guarantor (Government employee not below the rank of Grade-III) for due performance of the terms & conditions of the allotment and regular payment of monthly rent, who shall execute a surety bond.

**7. Selection criteria of applicants for allotment:**

- (a). Rooms for show room-cum-sales counters under Rule 4(a)(i):
  - (i) 40% of the rooms shall be reserved for eligible entrepreneurs.
  - (ii). 30% of the rooms shall be reserved for eligible traders.
  - (iii). 20% of the rooms shall be reserved for eligible organisations.
  - (iii). 10% of the rooms shall be opened to eligible other persons/ organisations.
- (b). Other rooms under Rule 4(a)(ii)-(iv):  
These rooms shall be opened to all categories of eligible persons/organisations.
- (c). If sufficient number of applicants are not available for any category of sub-rule (a) above, it shall be treated as unreserved.
- (d). Preference will be given to eligible entrepreneurs/traders/organisations possessing wholesaler/dealership certificate of any reputed company(ies) and Registration-cum-Membership certificate (RCMC) of any Export Promotion Council/Authority/ Federation of Indian Exporters Organisation (FIEO) etc.

**8. Issuance of Allotment Orders:**

The recommendation made by the Committee for allotment of TC rooms shall be submitted to the Government and on receipt of the approval of the Government in this regard, the Director shall issue allotment orders which shall be intimated to the allottees thereby directing them to execute a Deed of agreement within a specified time frame.

**9. Rent and its payment:**

- (a). The rents for different categories of TC rooms shall be fixed by the Committee and charged at the rate prescribed by the Government from time to time.
- (b). For the first five years from the date of allotment in each case, only 50% of the rent mentioned in sub-rule (a) above may be subsidised for entrepreneurs and 55% in case of Export Oriented Units (EOU) and units set up by the persons of Weaker Sections.
- (c). The monthly rent shall be paid by the allottee within the first week of next month every time.

**10. Cancellation of allotment and recovery of rents:**

- (a). In case of failure to pay the rents regularly or breach of terms & conditions of allotment, the allotment is liable to be cancelled. The Director shall submit a report in this regard to the Committee and after obtaining a decision of the Committee for cancellation, he shall issue cancellation orders of the allotment. On such cancellation, the allottee shall vacate the allotted room within a time frame specified in the orders of cancellation. In case of failure to vacate such allotted room, the allottee is liable to be evicted under the provision of the Manipur Public Premises(Eviction of Unauthorised Occupants) Act, 1978 and the rent arrear is liable to be recovered in the manner as arrears of land revenue.
- (b). On cancellation of allotment under sub-rule (a) above, the Director shall have the right and authority to attach and seize all the assets inside such room(s) for recovery of the arrear of rents and such seized assets may be sold by public auction. Excess amount from such auction sales, if any, over the arrear of rents shall be refunded to the defaulter allottee and in case of any shortfall or balance due, it shall be recovered from the defaulter in the manner as arrears of land revenue.

**11. Duration and its termination of allotment:**

- (a). Minimum period of allotment at the first instance shall be for a period of 3 (three) years which may be extended from year to year, if the allottee applies for the same 15 days ahead of the expiry date and the Director satisfies that the allottee is running his business successfully and there has been no breach of the terms and conditions of the allotment.
- (b). The period of allotment shall stand terminated on the expiry of the period, if it is not extended under sub-rule (a) above. The allottee shall also have the right to terminate the period of allotment at any time. In each case, the period of allotment shall be terminated by giving 3(three) months advance notice by the Director or the allottee. However, during the period of notice, the period of allotment may be extended under sub-rule (a) above. The notice shall be served by registered post and certificate of posting shall be obtained thereof.
- (c). On the termination of the allotment under sub-rule (b) above, the allottee shall vacate the possession of the allotted room forthwith and in case of his failure to vacate the same, he is liable to be evicted under the provision of the Manipur Public Premises (Eviction of Unauthorised Occupants) Act, 1978.

**12. Maintenance of TC buildings/rooms:**

The Department shall make annual repair of TC buildings/premises, if necessary. In addition, the Department shall regularly make proper maintenance of the utilities like water & power supply system, toilets, etc. The allottee shall also have the right to repair the allotted room subject to the condition that he should apply to the Director for such repair/renovation along with the estimated cost likely to be incurred. The Director may approve such proposal at the same estimated cost or revised one after consultation with a competent Engineer. Under such case, the cost incurred may be adjusted from the rent payable by the allottee.

**13. Miscellaneous:**

- (a). The allottee is not entitled to sublet the allotted room to any other person. If any other than the allottee is found occupying any room/premises of the Trade Centres without the written permission of the Director, the occupant shall be treated as trespasser and shall be liable to be evicted under the provision of the Manipur Public Premises (Eviction of Unauthorised Occupant) Act, 1978 and the cost of eviction shall be recovered from such person.
- (b). No applicant who has already been allotted any room in any Trade Centre shall be eligible for re-allotment to any other Trade Centre(s). However, the Committee may relax this condition on merit.
- (c). The allotted room shall be equipped/utilised for the purpose, for which it is allotted, within 2 (two) months from the date of issuance of allotment orders, otherwise the allotment shall stand terminated and attract Rule 11(c).
- (d). The allottee shall furnish annual progress/performance report to the Director for review, which shall be linked to the consideration for extension of period of allotment under Rule 11(a).
- (e). If any doubt or dispute arises regarding the interpretation of the provision of these regulations, it shall be referred to the Government.
- (f). Any dispute arising out of the breach of terms and conditions of agreement in connection with allotment of TC rooms shall be referred to a Tribunal constituted by the Government and the decision of Tribunal shall be final and binding on both parties.
- (g). The Committee shall have the power to write off the rents payable by the allottee who suffers from the loss either due to fire, fraud, theft or any natural calamity, after receipt of a report from the Director on such case. Such allottee shall submit a report to the Director who shall investigate the case and submit his report to the Committee.

SCHEDULE –I

[See Rule 6]

**FORM OF APPLICATION FOR TC ROOMS**

(For Individuals)

To

The Director of Commerce & Industries,  
Government of Manipur.

Photograph

Sub: Allotment of TC Room for the purpose of \_\_\_\_\_.

Sir,

I, the undersigned have the honour to apply for allotment of a room at the Trade Centre,  
\_\_\_\_\_ (address ) for the purpose of \_\_\_\_\_.

My full particulars are given below:-

1. Name (in Block letter) :-
2. Father's/Husband's name :-
3. Full Address  
Leikai/locality :-  
Village/town :-  
District :-  
P.S./P.O. :-  
PIN CODE NO. :-  
Telephone/FAX No. :-
4. Age/Date of birth :-
5. Nationality :-
6. SC/ST/OBC/Minority/General :-
7. Educational qualification :-
8. Training obtained, if any. :-
9. Experiences :-
10. Activities undertaking/  
to be undertaken :-
11. Name, Regn. No. &  
date of his/her firm/unit, if any :-
12. IEC Number & date, if any :-
13. Any other certificates obtained :-
14. Any other information :-

Enclosures:

Date:

Signature

**DECLARATION**

I hereby declare that the information given above are true and I agree to observe the terms and conditions of the allotment and abide by those rules under the "Manipur Trade Centre Rules, 2000".

Date:

Signature

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Note:- Two passport size photographs of the applicants along with one copy each of the relevant documents/certificates should be accompanied with the application.

SCHEDULE –II  
[See Rule 6]  
**FORM OF APPLICATION FOR TC ROOMS**  
(For Organisations)

To

The Director of Commerce & Industries,  
Government of Manipur.

Sub: Allotment of TC Room for the purpose of \_\_\_\_\_.

Sir,

I, the undersigned on behalf of the following organisation, hereby apply for allotment of a room at the Trade Centre, \_\_\_\_\_ (address ) for the purpose of \_\_\_\_\_.

Full particulars of our organisation are given below:-

1. Name of the Organisation :-  
(in Block letter)
2. Full Address :-  
Leikai/locality :-  
Village/town :-  
District :-  
P.S./P.O. :-  
PIN CODE NO. :-  
Telephone/FAX No. :-
3. Registration No. and date with :-  
name of Registration Act.
4. Name, Regn. No. & :-  
date of its firm/unit, if any
5. Activities undertaking/to be :-  
undertaken
6. IEC Number & date, if any :-
7. Any other certificates obtained :-
8. Any other information :-

Enclosures:-

Signature:-

Name:-

Designation:-

Seal

Date:-

**DECLARATION**

On behalf of the said organisation, I hereby declare that the information given above are true to the best of my knowledge and I agree to observe the terms and conditions of the allotment and abide by those rules under the “Manipur Trade Centre Rules, 2000”.

Date:-

Signature:-

Name:-

Designation:-

Seal

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*Note:- One copy each of Memorandum of Association/Bye-laws or Partnership Deed, list of Members of the Board/Executive Committee, Balance Sheet/Audited Statement of Accounts for the last 3 (three) years and other relevant certificates/documents should be accompanied with the application.*

## DEED OF LEASE

THIS DEED OF LEASE is made on the ..... between the Director of Commerce & Industries, Manipur, Lamphelpat (hereinafter called "The Lessor") of the one part AND the ..... (hereinafter called "The Lessee") of the other part AND WITNESSES as follows:-

1. The Lessor hereby demises to the Lessee the Trade Centre Room described in the Schedule hereto, TO HOLD the premises hereby demised for the purpose of ..... to the Lessee for a term of 3 (three) years extendable by renewal after the expiry of tenancy and agreeing to pay during the term of lease the monthly rent of Rs. .... (Rupees ..... ) only payable in the first week of next month by the Lessee to the Lessor.

2. Any changes that may be coming up reasonably from time to time in the amount of rent will also be borne by the Lessee.

3. The Lessee hereby covenants with the Lessor as follows:-

- i) That, he/she/they will during the said term pay to the Lessor the monthly rent hereby reserved on the days and in the manner herein before appointed;
- ii) That, he/she/they will not without the previous consent in writing of the Lessor transfer or sub-let or otherwise part with possession of the demised premises and shall at all reasonable time allow the Lessor or his representative to inspect the demised room;
- iii) That, if the Lessee be desirous of continuing with his/her/their tenancy for any period more than 3(three) years, he/she/they shall give at least 15 (fifteen) days advance notice of his/her/their intention to the Lessor, or otherwise the tenancy shall expire at the end of the period and the Lessee shall give quite and peaceful vacant position of the room hereby demised to the Lessor in good condition without causing even any minor damages to the room/building;
- iv) That, at the event of surrendering and yielding up the demised premises to the Lessor on the expiration or sooner determination of the said term of lease, either at the option of the Lessor or Lessee, the Lessee shall remove all the furniture & fixtures and the stock belonging to the Lessee in the demised premises;
- v) That, the Lessee shall not keep/store contraband goods, prohibited, restricted, canalised items more specifically described in the Negative list of Export-Import Policy under any circumstances.

4. The Lessor hereby covenants with the Lessee as follows:-

- i) That, the Lessee paying the rent hereby reserved and performing and observing the covenants and conditions herein contained and on his/her/their part to be performed and observed shall/may peaceably and quietly hold, possess and enjoy the said demised premises during the said term in the manner aforesaid without any unlawful interruption or disturbance by the Lessor or any person or persons whomsoever;
- ii) That, the Lessor shall pay the land tax now imposed or hereafter to be imposed on the demised premises;
- iii) That, the Lessor will keep the Lessee indemnified against all claims, suits and demands made by other tenants of the Lessor or by any persons in respect of injury or loss alleged to be caused by the proper exercise by the Lessee of his/her/their rights and liberties hereunder;

iv) That, wherever any part of the rent hereby reserved shall be in default of regular payment of the monthly rent on due date or in arrears for 3(three) months after due date or there shall be a breach of any of the covenants by the Lessee herein contained, the Lessor may re-enter on the demised premises and determine the Lessor's lease after giving 3 (three) months advance written notice to that effect.

5. It is hereby agreed between the parties as follows:-

i) Arbitration clause:- That, if at any time any dispute, doubt or question shall arise between the Lessor and the Lessee touching the construction, meaning or effect of this Deed or any clause thereof or their respective rights and liabilities hereunder, the same shall be referred to the arbitration of any person/Tribunal constituted by the Government, whose decision shall be final and binding on both the parties;

ii) Service of Notice:- That, any notice required to be given by either the Lessor or the Lessee shall be served by registered post and certificate of posting shall be obtained thereof;

iii) Interpretation Clause:- That, wherever such an interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained the expression "The Lessor" herein before used shall include the order for the time being of the Lessor's interest in the demised premises and the expression "The Lessee" herein before used shall include Lessee's heirs, executors, administrators and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunder signed this Deed on the date mentioned against their respective.

Witnesses:

1. LESSOR

2. LESSEE

**SCHEDULE**

Room No..... measuring ..... on the ..... floor of the Trade Centre ..... which boundary is ..... in the North , ..... in the South, ..... in the East and .....in the west.