

**Rajasthan State Industrial Development & Investment Corporation Ltd.,  
Udyog-Bhawan, Tilak-Marg, Jaipur-302005**

No: IPI/P-5/2016/130/275  
Dt: 11 Feb., 2022

**OFFICE ORDER**

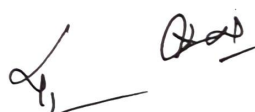
**Sub: Amendment in the existing provision/addition of new clauses in e-Auction Rules as well as amendment in the existing clauses of Lease-Agreement Form prescribed for SEZ.**

The Corporation inserted new rule for allotment of vacant plots by way of e-Auction process vide office order no. 03/2018 issued on 14.02.2018. Further, the IDC vide item (13) of its meeting held on 24.06.2020 also accorded approval for allotment of vacant plots through mode of e-Auction only in Gems & Jewellery SEZs at Sitapura, Jaipur alongwith change of sector of Gems & Jewellery SEZs to Multi Sector SEZ. It was also decided by the IDC that the successful bidder have to make payment in accordance with e-Auction Rules (amended from time to time) and after deposition of pre-requisite amount, therefore, provisional offer of allotment to be issued to the successful bidder with the condition that applicant has to obtain Letter of Approval (LOA) from concerned Development Commissioner, SEZ within a period of 6 months from the date of issuance of provisional offer of allotment and in case of failure to obtain LOA, the provisional offer of allotment be withdrawn and deposited amount be refunded without interest. IDC while approving above, also authorized Managing Director to make suitable amendment/addition in e-Auction Rules and land allotment Rules in SEZ and also in terms and conditions of lease agreement, if circumstances warranted to give the effect to said decision.

The matter was again placed before the IDC vide item (12) of its meeting dated 25.08.2021 and the IDC accorded partial amendment in the earlier decision of the IDC in respect of deduction of amount equivalent to EMD from the deposited amount in case applicant failed to obtain LOA within stipulated time period.

In context of the above decision of IDC dated 24.06.2020, an In-house Committee was constituted to suggest amendment/addition in e-Auction rules for land allotment in SEZ and amendment in terms & conditions of lease agreement to be executed with the allottee of SEZ areas. The constituted In-house Committee submitted suggestions for amendment in e-Auction Rules and also in the Lease-Agreement Form prescribed for SEZ.

Based on the recommendations of constituted In-house Committee, following amendments in the existing clauses and addition of new clauses in e-Auction



Rules are being made in the above cited office order no. 03/2018 dt. 14.02.2018 for the purpose of e-Auction of plots in SEZ Areas:

**(A) Insertion of New Clauses in e-Auction rules:**

**In Annexure-1**

**Clause 5-A** "In case of e-Auction for allotment of land/plot in SEZ, a provisional offer for allotment will be issued to the successful /highest bidder after deposition of amount as mentioned in clause 5 (b) with the condition that the successful/highest bidder shall obtain Letter of Approval (LOA) from concerned Development Commissioner, SEZ within a period of 6 months from the date of issuance of provisional offer of allotment. Subsequent to presentation of such Letter of Approval, final allotment letter shall be issued. In case, the successful / highest bidder fails to present Letter of Approval within prescribed time period as above, the provisional offer of allotment shall be withdrawn and after deducting amount equivalent to EMD from the deposited amount, remaining amount shall be refunded to the applicant without interest".

**Clause - 9-A -II (a)** : "In case of e-Auction for allotment of land/ plot in SEZ, the lease agreement shall be executed in the prescribed format and shall be co-terminus with the Letter of Approval of Development Commissioner, SEZ as per Central Special Economic Zone Act 2005 read with Central Special Economic Zone Rules-2006". (Amended from time to time).

**Clause - 9-A-II (b)**: "The provisions of Central Special Economic Zone Act-2005 and Central Special Economic Zone Rules-2006 shall also be applicable to the successful/highest bidder in case final allotment letter is issued".

**In Annexure-IV (Terms and conditions of payment)**

**Clause-G:** "In case of e-Auction for allotment of land/plot in SEZ, a provisional offer for allotment will be issued to the successful bidder after deposition of amount as mentioned in clause-B with the condition that the successful bidder shall obtain Letter of Approval from concerned Development Commissioner, SEZ within a period of 6 months from the date of issuance of provisional offer of allotment. Subsequent to presentation/submission of such Letter of Approval, final allotment letter will be issued. In case, the successful bidder fails to present Letter of Approval within prescribed time period as above, the provisional offer of allotment shall be withdrawn and after deducting amount equivalent to EMD from the deposited amount, remaining amount shall be refunded to the applicant without interest".

**(B) Amendment in existing clauses of e-Auction rules.**

**In Annexure-A**

1. The clause IV will be amended as under;



<b>Annex. A</b>	<b>Present rule</b>	<b>Amended rule</b>
<b>Clause IV</b>	The bidder shall be required to upload requisite KYC documents and fill the project profile in project profile form, the bidder can also download the project profile form and after fulfilling, he can upload the same. Allotment of plot will be made to the highest bidder on 99 years lease hold basis.	"The bidder shall be required to upload requisite KYC documents and fill the project profile in Project Profile Form, the bidder can also download the project profile form and after fulfilling, he can upload the same. Allotment of plot will be made to the successful bidder on 99 years lease hold basis. In case of allotment in SEZ, the lease period of 99 years shall be co-terminus with Letter of Approval of Development Commissioner, SEZ".

2. The clause XI will be amended as under;

<b>Annex. A</b>	<b>Present rule</b>	<b>Amended rule</b>
<b>Clause XI</b>	The allottee shall abide by the terms & conditions of RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time.	"The allottee shall abide by provisions of RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. Apart from above, in case of allotment in SEZ, Central Special Economic Zone Act-2005 and Central Special Economic Zone Rules-2006 shall also be applicable to the allottee".

### **In Annexure-III**

1. The clause - 13 will be amended as under;

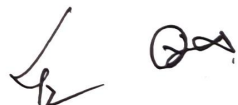
<b>Annex. III</b>	<b>Present rule</b>	<b>Amended rule</b>
<b>Clause</b>	The allottee shall abide by	The allottee shall abide by

13	the terms & conditions of RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time.	the terms and conditions of RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. Apart from above, <i>in case of allotment of plot in SEZ, the provisions of Central Special Economic Zone Act-2005 and Central Special Economic Zone Rules-2006 shall also be applicable and binding to the successful bidder</i>
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(C) Following amendment in the prescribed Lease Agreement Format for SEZ are also made:

Lease agreement	Present Clause	Amended Clause
Clause 1	In consideration of the covenants and agreement herein contained and on payment by the lessee of Rs. .... (in words Rs. ....) towards the premium and annual/one time economic rent (strike out which is not applicable) of the demised plot and the receipt thereof, the lessor hereby acknowledge, the lessor doth hereby demise to the lessee the plot or land numbered as above in industrial area. .... Containing by measurement ..... sqm be the same in little more or less, bounded, On the North by On the South by On the East by On the West by And the said plot or land is more clearly shown in the	In consideration of the covenants and agreement herein contained and on payment by the lessee of Rs. .... (in words Rs. ....) towards the premium and annual/one time economic rent (strike out which is not applicable) of the demised plot and the receipt thereof, the lessor hereby acknowledge, the lessor doth hereby demise to the lessee the plot or land numbered as above in industrial area. .... Containing by measurement ..... sqm be the same in little more or less, bounded, On the North by On the South by On the East by On the West by



<p>attachment site plan to HOLD the said plot or land (hereinafter referred to as the demised premises) with their appurtenances upto the lessee for the terms of ninety nine years from the ..... day of ..... except and always reserving to the lessor and shall be co-terminus with letter of approval (LOA) as applicable issued by the concerned Development Commissioner of SEZ, Department of Commerce, Ministry of Commerce &amp; Industry, Government of India or extended period as per the Central Special Economic Zone Act, 2005 &amp; the Central Special Economic Zone Rules, 2006 (as amended from time to time).</p> <p>The lease rights would cease to exist in case of the expiry or cancelation of letter of approval (LOA) and he would be required to surrender the plot to lessor. In no case can be directly sell or transfer it to another purchaser. In such cases, the land and building/ structure, if any shall automatically vest with the lessor and lessor will have full right to dispose of the same as per the prevailing rules/regulations as amended from time to time.</p>	<p>And the said plot or land is more clearly shown in the attachment site plan to HOLD the said plot or land (hereinafter referred to as the demised premises) with their appurtenances upto the lessee for the terms of ninety nine years from the ..... day of ..... except and always reserving to the lessor and shall be co-terminus with letter of approval (LOA) as applicable issued by the concerned Development Commissioner of SEZ, Department of Commerce, Ministry of Commerce &amp; Industry, Government of India or extended period as per the Central Special Economic Zone Act, 2005 &amp; the Central Special Economic Zone Rules, 2006 (as amended from time to time).</p> <p>The lease rights would cease to exist in case of the expiry or cancelation of letter of approval (LOA) and he would be required to surrender the plot to lessor. The lessee shall not be permitted to transfer the premises except as per the provisions of Central Special Economic Zone Act, 2005 and Special Economic Zone Rules, 2006 read with RIICO Disposal of Land Rules, 1979.</p> <p>In such cases, the land and building/ structure, if any shall automatically vest</p>
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	<p>The possession of the plot in the SEZ to the allottee shall be given only after the issuance of letter of approval by the development commissioner, SEZ.</p>	<p>with the lessor and lessor will have full right to dispose of the same as per the prevailing rules/regulations as amended from time to time. Further, the lessee shall not be permitted to transfer the premises except as per the provisions of Central Special Economic Zone Act, 2005 and Special Economic Zone Rules, 2006 read with RIICO Disposal of Land Rules, 1979.</p> <p>The possession of plot in SEZ shall be given as per RIICO Disposal of Land Rules, 1979 after issuance of allotment letter.</p>
<b>Clause 2 (c)</b>	<p>Economic Rent Yielding and paying thereof unto the Lessor by 31<sup>st</sup> day of July in each year in advance the yearly Economic Rent</p>	<p>Economic Rent - Yielding and paying of one time in lump-sum amount equal to the economic rent of 10 years.</p> <p><b>OR</b></p> <p>Economic Rent - Yielding and paying thereof unto the lessor by 31<sup>st</sup> day of July in each year in advance.</p> <p><i>(strike out which is not applicable)</i></p>
<b>Clause 5</b>	<p><b>Utilization of Plot/Land</b> That the Lessee will erect the industrial unit on the demised premises in accordance with the site plan and will complete construction activities and start commercial production and exports within time</p>	<p><b>Utilization of Plot/Land</b> That the Lessee will erect the industrial unit on the demised premises in accordance with the site plan and will complete construction activities and start commercial production and exports within time</p>

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<p>prescribed in the letter of approval (LOA) issued by the Competent Authority of SEZ, Department of Commerce, Ministry of Commerce &amp; Industry, Government of India as per the Central Special Economic Zone Act, 2005 &amp; the Central Special Economic Zone Rules, 2006 or within extended period as may be allowed by the above authority under the aforesaid Act &amp; Rules (as amended from time to time).</p> <p>Provided that if lessee fails to commence production activity within time prescribed in the Letter of Approval of within extended period then this lease agreement shall be determined by the lessor and action will be taken as per RIICO Disposal of Land Rules, 1979.</p> <p>However, RIICO can also amend conditions in the allotment letter as well as the lease agreement that period of production after completion of construction will be subject to validity of initially issued LOA.</p> <p>In case of fresh LOA in respect of the same plot, it will be treated a fresh allotment and in such cases either prevailing land rates applicable in the area will be charged or difference of the prevailing rate of allotment and original rate of allotment</p>	<p>prescribed in the letter of approval (LOA) issued by the Competent Authority of SEZ, Department of Commerce, Ministry of Commerce &amp; Industry, Government of India as per the Central Special Economic Zone Act, 2005 &amp; the Central Special Economic Zone Rules, 2006 or within extended period as may be allowed by the above authority under the aforesaid Act &amp; Rules (as amended from time to time). Provided that if lessee fails to commence production activity within time prescribed in the Letter of Approval within extended period then this lease agreement shall be determined by the lessor and action will be taken as per RIICO Disposal of Land Rules, 1979.</p> <p>However, RIICO can also amend conditions in the allotment letter as well as the lease agreement that period of production after completion of construction will be subject to validity of initially issued LOA.</p> <p>Provided that unutilized land of the allotted plots shall revert to the lessor on expiry of the prescribed/ extended period for starting production/ expansion of the unit.</p>
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will be charged from the lessee. Provided that unutilized land of the allotted of plots shall revert to the lessor on expiry of the prescribed/extended period for starting production/expansion of the unit.	
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(Archana Singh)  
Managing Director

Copy to:

1. FA
2. Secretary
3. CGM(F)/ CGM (Infra/Fin/PR)
4. GM (BP)/ GM (Civil)/GM(EM)
5. OSD (Land)
- ✓ 6. DGM (IT)- for uploading on website.
7. Sr. DGM (Law) /DGM (Law)
8. All Unit Heads -----

P&D Cell Officers:

9. GM (P&D)
10. Addl. GM (P&D)
11. Sr.DGM(P&D)/Sr.RM (P&D)
12. Dy. Mgr (P&D)/SI (P&D)

Copy also to:

- (i) PS to MD, RIICO
- (ii) PS to Executive Director
- (iii) PS to Advisor (Infra)

  
Advisor (Infra)