

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

No: IPI/P-5/Policy/136/2017/027
Dt: 06 April, 2023

OFFICE ORDER

Sub: Non requirement of prior consent in writing of RIICO for transfer of allotted plot.

Earlier, part of the clause 2(i) in the lease agreement executed with the plot allottees was as under;

"The Lessee will not without the previous consent in writing of the Lessor, transfer, sub-lease, sublet, relinquish, mortgage or assign his interest in the demised premises or the building standing thereon or both as a whole and every such transfer, assignment, relinquishment, mortgage, sub-division, sub-leasing or subletting or both shall be subject to condition that the transferee or assignee shall be bound, by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof".

The lease agreement form has now been re-structured with the approval of the competent authority i.e. IDC vide item (5) in its meeting dated 29.08.2017 and an Office Order dated 12.10.2017 was also issued in this regard. Accordingly the above part of clause 2(i) has been incorporated under clause 8 of re-structured lease agreement form and same is as under;


"That the Lessee will not without the previous consent in writing of the Lessor, sub lease, sublet, relinquish, sub-divide the demised premises or the building standing thereon or both as a whole or part thereof and every assignment such as relinquishment, sub-division, sub-leasing or subletting shall be subject to the condition that the sub lessee/assignee shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof and applicability of charges and prevailing applicable rules of the Lessor on the Lessee".

According to re-structured format of the Lease Agreement, the condition related to seek prior consent of the Lessor in writing before transfer of the leasehold rights of allotted premises has been deleted



and as a consequence thereof, the Lessee is not required to seek prior consent from the Lessor i.e. RIICO in this regard. As such, there would be no legal binding upon the Lessee to seek prior consent or NOC of RIICO being a Lessor before transferring his leasehold rights including those cases, where the Lease Agreement have been executed between RIICO and such transferees in pre-revised format of the Lease Agreements in which the permission of transferring of leasehold rights have been accorded on or after 12.10.2017 i.e. subsequent to amendment in clause 2(i) of the Lease Agreement. However, no other legal rights accrue in favour of such transferees merely execution of the Lease Agreement in pre-revised formats and they shall be abided by provisions of Form-"C" appended with RIICO Disposal of Land Rules, 1979 (as applicable from time to time).

This is being issued with the approval of the Managing Director.


(Dr. Arun Garg)
Advisor (Infra)

Copy to:

1. FA/Advisor (A&M)
2. Secretary
3. CGM(Finance)
4. CGM (Infra/ Fin/
5. GM(PR/IT)/ GM (Civil)/GM (EM)
6. Addl. GM (BP)
6. OSD (Land)
7. DGM (IT)- for uploading on website.
8. Sr. DGM (Law) /DGM (Law)
9. STP/DTP
10. All Unit Heads -----

P&D Cell Officers:

11. GM (P&D)
12. Addl. GM (P&D)
13. Sr.RM (P&D) (LCM/VK/AV)
15. Dy. Manager (P&D)

Copy also to:

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


General Manager (P&D)