

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

No: IPI/P-6/Policy/1/2015/1707  
Dt: 18, Nov, 2015


**OFFICE ORDER**

**Sub: Amendment in certain clauses of Lease Agreement pertaining to plots allotted in SEZ.**

The IDC vide item (5) of its meeting held on 30.10.2015 has accorded approval to amend the various clauses of existing Lease Agreement (Form-C & D), pertaining to plots allotted in SEZ. The statement of existing clauses and amended clauses is annexed as **Annexure-A**.

The Committee has also accorded approval as under:

- (a) Henceforth, the above said amendments in lease agreement will be applicable to all the cases in which Letter of Permission (LOP) is to be issued by SEZ authority and allotment is to be made in SEZ developed/to be developed by the Corporation.
- (b) The above amendments will also be applicable in those cases in which allotment of land has already been made and lease deed is either executed in the existing lease agreement form or yet to be executed subject to following conditions:-
  - (i) Such allottee(s) shall be informed by the concerned Unit Office for execution of amended Lease Agreement within 30 days. The stamp and registration charges on the amended Lease Agreement shall be borne by concerned allottees.
  - (ii) If the earlier executed Lease Agreement is mortgaged with any recognized Financial Institution by the concerned allottee, then allottee will have to obtain consent of Financial Institution for execution of amended Lease Agreement within 90 days positively and will execute the amended Lease Agreement. The stamp and registration charges on the amended Lease Agreement shall be borne by concerned allottee(s).

  
(Lalit Kumar)  
Advisor (Infra)

### Proposed amendment in the Lease Agreement

Existing Clauses in Lease Agreement	Proposed amendment
<p><b>Clause 1</b></p> <p>In consideration of the covenants and agreement herein contained and on payment by the Lessee of Rs..... (Rs.....) towards the annual/one time economic rent (strike out which is not applicable) and the receipt where of the Lessor hereby acknowledge, the lessor doth hereby demise to the Lessee the plot of land numbered as above in Industrial Area.....containing by measurement..... sqm. be the same a little more or less, bounded.</p> <p>On the North by..... On the South by..... On the East by.....</p> <p>On the West by..... and the said plot of land is more clearly shown in the attached site plan TO HOLD the said plot of land (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee for the term of ninety nine years from the.....day of..... except and always reserving to the Lessor</p>	<p><b>Clause 1</b></p> <p>In consideration of the covenants and agreement herein contained and on payment by the Lessee of Rs..... (Rs.....) to the Lessor towards the annual/one time economic rent (strike out which is not applicable) and the receipt where of the Lessor hereby acknowledge, the lessor doth hereby demise to the Lessee the plot of land numbered as above in Industrial Area.....containing by measurement..... sqm. be the same a little more or less, bounded.</p> <p>On the North by..... On the South by..... On the East by..... On the West by.....</p> <p>and the said plot of land is more clearly shown in the attached site plan TO HOLD the said plot of land (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee for the term of ninety nine years from the.....day of..... except and always reserving to the Lessor <b>and shall be co-terminus with letter of approval (LOA/LOP as applicable) issued by the Competent Authority of SEZ, Department of Commerce, Ministry of Commerce &amp; Industry, Govt. of India or extended period as per the Special Economic Zone Act, 2005 &amp; the Special Economic Zone Rules, 2006.</b></p>

Existing Clauses in Lease Agreement	Proposed amendment
	<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><b>Clause 2 (d)</b>  That the Lessee will erect the industrial unit on the demised premises in accordance with the site plan and will complete construction activities within a period of two years and start commercial production within a period of three years from the date of these presents or from the date of possession, whichever be earlier, or within such extended period as may be allowed by the lessor in writing at its discretion on payment of retention charges or otherwise. Provided that unutilized land of the allotted plots of plots shall revert to the Lessor on expiry of the prescribed/extended period for starting production/expansion of the unit.</p>	<p><b>Clause 2 (d)</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 <b>start commercial production and exports within time prescribed in the letter of approval (LOA/LOP) issued by the competent Authority of SEZ Department of Commerce, Ministry of Commerce &amp; Industry, Govt. of India as per the Special Economic Zone Act, 2005 &amp; the Special Economic Zone Rules,2006 or within extended period as may be allowed by the above authority of SEZ under the aforesaid Act &amp; Rules.</b>  <b>Provided that if lessee fails to commence production activity within time prescribed in the Letter of Approval or 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.</b>  <b>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. 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 charges or difference of the</b></p>

Existing Clauses in Lease Agreement	Proposed amendment
	<p><b>prevailing rate of allotment and original rate of allotment will be charged from the lessee.</b></p> <p>Provided that unutilized land of the allotted plots of plots shall revert to the Lessor on expiry of the prescribed/extended period for starting production expansion of the unit.</p>
<p><b>Clause 2 (h)</b></p> <p>That the Lessee will not carry on or permit to be carried on, on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the Industrial purposes as aforesaid without the previous consent in writing of the Lessor and the Local Municipal Authority and subject to such terms and conditions as the Lessor/Local Municipal Authority may impose and will not do or suffer to be done, on the demised premises or any part thereof any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the Lessor or Local Municipal Authority or the owner or occupiers of other premises in the neighborhood.</p>	<p><b>Clause 2 (h)</b></p> <p>That the Lessee will not carry on or permit to be carried on, on the demised premises any trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than <b>Letter of Approval (LOA/LOP)</b> without the previous consent in writing of the Lessor and <b>Competent Authority of SEZ under the central Special Economic Zone Act, 2005 &amp; the Special Economic Zone Rules, 2006</b> and the Local Municipal Authority and subject to such terms and conditions as the Lessor/Local Municipal Authority may impose and will not do or suffer to be done, on the demised premises or any part thereof any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the Lessor or Local Municipal Authority or the owner or occupiers of other premises in the neighborhood.</p>
<p><b>Clause 2 (i)</b></p> <p>The Lessee will not without the previous consent in writing of the Lessor, transfer, sub-lease, sublet, relinquish, mortgage, sub-divide or assign his interest in the demised premises or the building standing thereon or both as a whole and every</p>	<p><b>Clause 2 (i)</b></p> <p>The Lessee will not without the previous consent in writing of the Lessor, transfer, sub-lease, sublet, relinquish, mortgage, sub-divide or assign his interest in the demised premises or the building standing thereon or both as a whole <b>without</b></p>

Existing Clauses in Lease Agreement	Proposed amendment
such transfer assignment, relinquishment, mortgage, subdivision, sub-leasing or subletting shall be subject to the condition that the transferee, assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof.	<b>prior approval of Competent Authority of SEZ under the Special Economic Zone Act, 2005 &amp; the Special Economic Zone Rules, 2006 and the Lessor. The lessee will be allowed to transfer the SEZ unit after establishing it along with its assets and liabilities to any other person/entity subject to the terms and conditions of the central Special Economic Zone (Amendment) Rules, 2013 and approval of the Lessor.</b>
<b>Clause 2 (n)</b> That the Lessee shall apply for permission for any change in the product or production capacity or process of manufacturing to the Lessor. If no communication is received by lessee from Lessor within 30 days, request shall be deemed as accepted. However, lessee proposing to set up polluting industrial unit under red category or setting up effluent discharging unit shall be required to take written permission from the Lessor before initiating any change in their manufacturing products.	<b>Clause 2 (n)</b> That the Lessee shall apply for permission for any change in the product or production capacity or process of manufacturing to the Lessor <b>and Development Commissioner Office, SEZ Authority, Govt. of India.</b> However, lessee proposing to set up polluting industrial unit under red category or setting up effluent discharging unit shall be required to take written permission from the Lessor <b>and/or from SEZ Authority, Govt. of India</b> before initiating any change in their manufacturing products.
<b>Clause 2 (p)</b> That the Lessee shall also abide by the terms and conditions of the letter of allotment, RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time The letter of allotment shall form part and parcel of the Lease Agreement.	<b>Clause 2 (p)</b> That the Lessee shall also abide by the terms and conditions of the letter of allotment, RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time <b>and provisions of Special Economic Zone Act 2005 &amp; Special Economic Zone Rules, 2006.</b> The letter of allotment shall form part and parcel of the Lease Agreement.
<b>Clause 3 (e)</b> The security deposit made with the application for allotment of land shall be refunded to the Lessee after the unit goes into commercial production	<b>Clause 3 (e)</b> The security deposit made with the application for allotment of land shall be refunded to the Lessee after the unit goes into commercial

Existing Clauses in Lease Agreement	Proposed amendment
on an application made by him.	production on an application made by him <b>within time prescribed in LOA/LOP</b>
<p><b>Clause 4</b></p> <p>Not existing</p>	<p><b>Clause 4</b></p> <p><b>Exit of Unit-</b> The lessee after their coming into existence, may opt to exit from SEZ and may transfer its assets including sale of any unit along with their respective assets to any person under the provisions of Special Economic Zone Act, 2005 and Special Economic Zone Rules, 2006 (amended) from time to time and after making payment of all dues, if any and prevailing transfer charges of the Lessor.</p>