

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


No: IPI/P-5/2016/118/1247
Dt: 28, June, 2016

OFFICE ORDER (22 /2016)

Sub: Amendment in Lease Agreement Form- 'C&D' along with insertion of new condition regarding applicability of Service Tax.

An agenda item (5) was placed before the Infrastructure Development Committee of the Board of Directors in its meeting held on 16.06.2016. The IDC has accorded approval for amendments in Lease Agreement Form- 'C&D' along with insertion of new conditions regarding applicability of service tax. The statement of existing clauses and amended clauses and new conditions incorporated in lease agreement form is annexed as **Annexure-A**. Both the Lease Agreements i.e. Form- 'C&D' appended to the RIICO Disposal of Land Rules, 1979 will be amended accordingly.

The Committee has also decided that the word '**Development charges/Cost of Land/Value of Land**' will be replaced by the word '**Premium**' in RIICO Disposal of Land Rules, 1979 and the said word "**Premium**" will be incorporated in Allotment Letter and other necessary documents, wherever required.


(Lalit Kumar.)
Advisor (Infra)

Copy to:

1. FA/Advisor (A&M)
2. Secretary
3. CGM (BP)/CGM(Inv.)
4. GM (Infra/Fin/PR)/ GM (Civil/Tech)
5. OSD (Land)/AGM (New Delhi, RIICO)
6. DGM (IT)- for uploading on website.
7. Sr. DGM (Law) (GNJ)/ DGM (Law) (SS)/ Dy.Mgr (Law)(AG)
8. All Unit Heads -----
9. P&D Cell Officers:

Clause No./Word in Rules	Existing Provision	New Clause/Amendments
Clause 2(ab)	Presently, no Provision exists in Lease Agreement.	The Lessee shall pay all the Service Tax demand, interest and penalty thereon etc. which may during the said term of the lease, be assessed, charged or imposed upon either the Lessor/Lessee or tenant or occupier of the Lessee in respect of the demised premises or the building erected or to be erected thereupon.
Clause 1 of Form-C (Lease Agreement)	In consideration of covenants and agreement herein contained and payment by the Lessee of Rs.....(in words Rupees) towards the annual/one time economic rent (strike out which is not applicable) and the receipt whereof the Lessor hereby acknowledges	In consideration of covenants and agreement herein contained and payment by the Lessee of Rs..... (in words Rupees) towards the Premium and annual/one time economic rent (strike out which is not applicable) and the receipt whereof the Lessor hereby acknowledges
Clause 1 of Form-D (Lease Agreement)	In consideration of covenants and agreement herein contained and payment by the Lessee of	In consideration of covenants and agreement herein contained and payment by the Lessee of Rs.....(in words Rupees)

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	Rs.....(in words Rupees) towards the annual/one time economic rent (strike out which is not applicable) and 25% Development Charges (the receipt whereof the Lessor hereby acknowledges) and further agreeing by the Lessee to make payment of balance Development Charges Rs. (Rupees) only along with interest in the Office of Lessor	towards the annual/one time economic rent (strike out which is not applicable) and 25% amount of Premium (the receipt whereof the Lessor hereby acknowledges) and further agreeing by the Lessee to make payment of balance amount of Premium Rs. (Rupees) only along with interest in the Office of Lessor
Clause 1(c), 2(aa),	Existing word i.e. "Development Charges/Cost of Land/Value of Land"	To be replaced by the word ' Premium ' wherever the word Development Charges/Cost of Land/Value of Land is appearing in Lease Agreements appended to the RIICO Disposal of Land Rules, 1979.
Clause 2(i)	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 such transfer assignment, relinquishment,	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 and every such relinquishment, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee, assignee shall be bound by all the covenants

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	<p>mortgage, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee, assignee shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof.</p> <p>Provided further that if at any time the financing body or bodies mentioned above decide(s) to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans under any will for the time being in force, the lease or assignment will be subject to the written consent of the Lessor.</p> <p>Provided further that the Lessee will so often as the said premises shall by assignments or by death or by operation of law or otherwise howsoever</p>	<p>and conditions herein contained and be answerable to the Lessor in all respect thereof and applicability of charges and relevant rules of the Lessor.</p> <p>Provided further that if at any time the financing body or bodies mentioned above decide(s) to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans under any will for the time being in force, the lease or assignment will be subject to the written consent of the Lessor.</p> <p>Provided further that the Lessee will so often as the said premises shall by assignments or by death or by operation of law or otherwise howsoever become assigned, inherited or</p>
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become assigned, inherited or transferred during the term of lease hereby granted within one calendar month from the date of such assignment, inheritance or transfer, deliver a notice of assignment, inheritance or transfer to the Lessor setting forth names and description of the parties to every probate or a will or letters of administration, decree, order, certificate or other document of affecting or evidencing such assignment inheritance or transfer and document as aforesaid accompanying the said notice which shall remain for 7 days at the office of the Lessor and it is hereby covenanted that failure to carry out this condition will without prejudice to the right of the Lessor to determine this Lease Agreement for breach of this covenant entail penalty of **Rs. 1000/-** to be paid by the Lessee. However, if the Lessee's firm is dissolved and no 'successor' in

transferred during the term of lease hereby granted within one calendar month from the date of such assignment, inheritance or transfer, deliver a notice of assignment, inheritance or transfer to the Lessor setting forth names and description of the parties to every probate or a will or letters of administration, decree, order, certificate or other document of affecting or evidencing such assignment, inheritance or transfer and document as aforesaid accompanying the said notice which shall remain for 7 days at the office of the Lessor and it is hereby covenanted that failure to carry out this condition will without prejudice to the right of the Lessor to determine this Lease Agreement for breach of this covenant entail penalty of **Rs. 5000/-** to be paid by the Lessee. However, if the Lessee's firm is dissolved and no 'successor' in interest is there or appointed within 60 days of its dissolution, the Lessor shall be entitled to determine this Agreement.

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	interest is there or appointed within 60 days of its dissolution, the Lessor shall be entitled to determine this Agreement.”	
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