

The Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964

RAJASTHAN

India

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Rule

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The Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964 Published vide Notification No. F.3(23) INRL/A/60, dated 19-8-1964, published in Rajasthan Gazette Part 4-C Ordinary dated 24-1-1964 General Amendment. - (i) In rules 5 to 16 for the words and expressions "Director of Industries", "Director of Industries/Collector", "Director of Industries/Collector/Government", "Director of Industries/Collector or the Government", "Director/Collector or the Government". "Director/Collector" & "Director" wherever they occur; (ii) In clauses (xiii-a) and (xiv) of rule 3, rule 10, rule 15-A and 17, for the word "Government" wherever occur; and (iii) In rule 15, for the words "Industries Department" the word "Corporation" has been Substituted. Such amendments have not been shown separately and no footnotes to such amendments have been given, [vide Notification dated 29-5-1980 [3-6-1980], In exercise of the power conferred by sub-section (1) of section 8 read with section 5 of the Rajasthan State Aid to Industries Act, 1961 (Rajasthan Act 25 of 1961), the State Government hereby makes the following rules governing State Aid by allotment of factory sheds in Industrial Estates in Rajasthan, namely

1. Short title, extent and commencement.

(1) These Rules may be called the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964. (2) They extend to the whole of the State of Rajasthan. (3) They shall come into force at once.

2. Application.

- They shall apply to all Industrial Estates built or to be built in Rajasthan.

3. Definitions.

- In these rules, unless the subject or context otherwise requires (i) 'Act' means the Rajasthan State Aid to Industries Act, 1961 (Rajasthan Act 25 of 1961); [(i-1) 'Allottee' means a person to whom a shed is allotted on outright sale basis;] [Inserted vide Notification dated 12-6-1970 (18-6-1970).] (ii) ["Corporation" means the Rajasthan State Industrial Development and Investment Corporation Ltd., Udyog Bhawan, Jaipur;] [Substituted by Amendment Notification No. 3, dated 29-5-1980.] [XXX] [Clause (iii). deleted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] (iv) ["District officer" means the Deputy Director (Infra)/Resident Engineer or any other officers authorised by the Corporation.] [Substituted vide Amendment Notification Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] (v) 'Estate' means an Industrial Estate, whether Urban or Rural, set up by the Government in the State of Rajasthan [and which has been transferred to the Rajasthan State Industrial Development and Investment Corporation Ltd.] [Inserted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] (vi) 'Form' means a form appended to these rules; (vii) 'Government' means the Government of Rajasthan; (viii) 'Hire-purchaser' means an industrialist who accepts the allotment of sheds on hire-purchase basis; (ix) 'Lease' means the allotment of an area of land for industrial purposes for a period of 99 years; (x) 'Lessee' means an industrialist who accepts the allotment of a shed or plot on lease basis; (xi) ["Owner" means the Rajasthan State Industrial Development and Investment Corporation Ltd., Udyog Bhawan, Jaipur.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] (xii) 'Plot' means a piece of land in the area of an Industrial Estate; (xiii) 'Rent' means either Substituted or standard rent as the case may be; [(xiii-a) "Service charges" means charges that may be levied and recovered from an allottee hire purchaser of a shed and allottee of land under rule 14(1) by the Corporation in lieu of the service rendered by the Corporation for the up-keep and maintenance of the Estate such as providing street lighting, Conservancy services maintenance of drainage and roads.] [Inserted vide Notification dated 12-6-1970 (18-6-1970).] (xiv) [shed means a factory shed built by the Corporation in an Estate for allotment on lease or on hire purchase basis or on out-right sale basis to those who are desirous of setting up small scale industries therein. For the purpose of allotment on hire purchase or out-right sale basis, it shall not include the land on which it has been built] [Substituted vide Notification dated 12-6-1970 (18-6-1970).] (xv) all other words and expressions used but not defined under these rules shall have the meanings respectively assigned to them under the Act.

4.

[XXX] [Rule 4, deleted vide Amendment Notification No. F. 7(3) Ind/Gr. 11/75 dated 13-5-1976; Published in Rajasthan Gazette Part IV-C, dated 3-6-1976, Page 162(82-87).]

5. Application for allotment of shed.

- Applications for allotment of sheds shall be made in Form 1E(1) to the [Deputy Director (Infra)/Resident Engineer on any other officer authorised by the Corporation] [Substituted by Amendment Notification No. F. 7(3) Ind/Gr. 11/75 dated 13-5-1976; Published in Rajasthan Gazette Part IV-C, dated 3-6-1976, Page 162(82-87).] where an Estate in which shed is applied for is situated. Printed form of application shall be made available to the applicant against payment of Re/-Every such application shall be accompanied by:-(i)earnest money equal to three months, standard rent for the class of shed applied for;(ii)four copies of a detailed scheme of the small scale cottage industry to be set up in the shed applied for; and(iii)summary of the application Form I E (2). The application so received shall be forwarded by the District Industries officer to the Corporation[XXX] [Deleted by Amendment Notification No. F. 7(3) Ind/Gr. 11/75 dated 13-5-1976; Published in Rajasthan Gazette Part IV-C, dated 3-6-1976, Page 162(82-87).]

6. Disposal of application for allotment of Sheds

. (i) [The District officer will place before the Corporation all the applications received for allotment of sheds for consideration, the Corporation may grant or reject the applications, as it deems fit.] [Substituted by Amendment Notification No. F. 7(3) Ind/Gr. 11/75 dated 13-5-1976; Published in Rajasthan Gazette Part IV-C, dated 3-6-1976, Page 162(82-87).](ii)[where the Corporation feels that more than one applicant for allotment of shed can be accommodated in a single shed or more than one applicant apply for allotment of one shed jointly, the allotment shall be made accordingly. In this case the applicants shall execute the lease deed and be responsible for payment of rent of the shed, jointly in proportion to the space occupied by each constituent.] [Renumbered and added vide Notification dated 12-6-1970 (18-6-1970).]

7. Communication of the decision of the board.

- [The Corporation will communicate the decision to the applicant in Form No. 1E(3). In case applications are granted the Corporation shall issue order in Form No. 1E(4).] [Added vide Notification dated 20-11-1967 (25-1-1968).]

8. Acceptance of allotment order.

- The applicant shall on receipt of the allotment order communicate his acceptance in Form IE (5) to the Corporation and Deputy Director (Infra)/Resident Engineer or any other office authorised by the Corporation within 15 days or such period as may be extended by the Corporation for reasons to be recorded in writing, failing which the earnest money shall liable to be forfeited. The applicant shall also indicate his choice, if the said allotted shed is required on lease basis or on hire-purchase basis.

9. Transfer of possession of shed.

- After receipt of the letter of acceptance, the Corporation shall arrange transfer of possession of the shed to the allottee against an acknowledgement in Form IE (6).

10. Lease of sheds.

- Allotment of sheds on lease basis shall be on the following terms and condition:-(i)the lessee shall execute a lease deed in Form IE (7);(ii)the lease shall be for a period of 30 years in the first instance renewable for an another period of 30 years at the option of the lessee on a rent not exceeding double the rent in the preceding period. The lease shall be liable to be terminated at any time by either party by giving in writing a notice of three months to that effect;(iii)the repairs due to ordinary wear and tear of the shed shall be responsibility of the Corporation but damages, if any, caused to the shed shall be got repaired by the allottee within one month or the Corporation shall get it done and recover the cost from the allottee;(iv)water connection in the shed shall be provided by the Corporation. The power connection will be taken by the lessee at his own cost;(v)[All dues including those on account of water and power consumption and taxes including property tax shall be payable by the lessee] [Substituted by Notification dated 12-6-1970 (18-6-1970).];(vi)[The rent as fixed by the Corporation from time to time according to the manner prescribed in the schedule shall be payable by the lessee in advance every month by 10th of the due date mentioned herein above, simple interest @ 12% per annum or as is determined by the Corporation from time to time shall be charged. Arrear of two months rent shall amount to breach of the terms of lease contract;] [Substituted by Notification dated 12-6-1970 (18-6-1970).];(vii)he shed shall be used for setting up a small scale industry for which it is allotted by the Corporation and for no other purpose except with the previous permission of the Corporation;(viii)[the lessee shall not sub-let, under-let, mortgage or otherwise alienate or transfer or part with the possession of the shed or any right or interest therein. He shall also not take any partner without the prior permission of the Corporation in writing: [Substituted by Notification dated 12-6-1970 (18-6-1970).]Provided that in case after the industry has been set-up and gone into production, the lessee at any time expresses his inability to carry on the industry due to financial or other reasons and the Corporation is satisfied that he is actually not in a position to run the industry, the lessee can sell the industry inclusive of the machinery and other material therein but excluding the shed and lease rights thereof, with the prior permission of the Corporation in writing.];(ix)the production in the shed shall start within a period of six months from the date on which the possession is delivered. The Corporation may, however, at [its] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] option, extend the time limit upon a maximum period of three months for reasons to be recorded in writing;(x)failure on the part of the lessee to comply with any of the conditions stated above, shall amount to breach of contract and the Corporation shall have a right to get the shed vacated forthwith;(xi)the allottee shall not carry out any additions and alterations to the main shed and buildings without the prior approval of the Corporation; and(xii)in case the allottee suspends or closes running of the industry in the shed at any time for a period exceeding six months, the Corporation shall terminate the lease by giving one month's notice and resume the possession of the shed;(xiii)[the lessee shall during the term of lease also keep the shed insured at his cost with an Insurance Company of repute with Corporation as beneficiaries against

loss or damage by fire and all other risks and in such sum as determined by the Corporation and shall deposit with [it] [Substituted by Notification dated 12-6-1970 (18-6-1970).] such Insurance Policy and receipts for payment of premium in respect of the same.]

11. Hire-purchase of shed.

- Allotment of sheds on hire-purchase shall be on the following terms and conditions:- (i) The cost the shed be leased out to hire-purchaser for a period of 15 years shall subject to the conditions that he shall have an option to purchase it on the expiry of this period, provided, he has paid all the instalments; (ii) [the Hire purchaser shall pay 20% of the cost of the shed as is fixed by the Corporation in the manner prescribed in the schedule as first instalment in advance and the remaining amount alongwith interest @ 6% per annum shall be payable in 15 equal annual instalments. Each instalments shall fall due on the first day of the twelfth month from the date on which possession of said allotted on hire purchase basis was given to the hire purchaser. The Corporation may on the application of the hire purchaser extend this period upto two months in hard case for reasons to be recorded in writing;] [Substituted and added vide Notification dated 12-6-1970 (18-6-1970).] (iii) in case of failure to pay any instalment on due date, the Corporation shall have a right to terminate the contract of hire purchase by serving one month's notice and in that case the shed shall be treated on the lease basis according to rule 10 above: Provided that in case the instalment due is paid within the period of notice, such period shall be treated as a further extension over and above the two month's extension referred to in [clause (ii)] [Substituted by Notification dated 5-7-1974 (22-8-1974).] above and a penal interest [@ 9% per annum shall be charged on the amount of over due instalments for the entire period for which default has been made;] [Substituted vide Notification dated 5-7-1974 (22-8-1974).] (iv) [The hire purchaser shall not sub-let, under-let, mortgage or otherwise alienate or transfer or part with the possession of the shed or any right or interest therein, till all hire purchase instalments have been paid, except as provided hereunder:- [Substituted vide Notification dated 12-6-1970 (18-6-1970).] (1) the shed can be transferred within a period of ten years from the date of commencement of hire purchase with the prior approval of the Corporation in writing and on payment in lump-sum of twice the cost of the shed recoverable on hire purchase basis or the market value of the shed (to be determined in consultation with the State Public Works Department or any other appropriate authority of the Government), whichever is higher. The instalments already paid will be adjusted against this amount. (2) The shed can be transferred after ten years from the date of hire purchase, with the prior permission of the Corporation in writing and on payment in lump-sum the remaining instalments.] (v) the shed shall be used for setting up a small scale industry for which it is allotted by the Corporation and for no other purpose except with the previous permission of the Corporation in writing; (vi) the hire purchaser shall keep the shed in a condition of good repairs. In the event of his failure to do so, the Corporation shall get it repaired and recover the cost of repairs from the hire-purchaser; (vii) till all the instalments towards the hire purchase price of the shed are paid, the hire purchaser shall keep the shed insured with any Insurance Company, in the of Corporation against loss or damage by fire and all other risks as the Corporation may require in such sum as is equivalent to the cost of the shed, and shall deposit with the Corporation all such policies and receipts for payment of the premiums in respect of the same; (viii) the production in the said shed shall be started within a period of six months from the date on which the possession is delivered.

The Corporation may, however, at [its] [Substituted vide Notification dated 5-7-1974 (22-8-1974).] option, extend the time limit upto a maximum period of three months for reasons to be recorded in writing;(ix)the hire purchaser shall execute an agreement, in Form IE(8);(x)the hire purchaser shall not carry out any additions and alterations to the main shed and building without the approval of the Corporation.(xi)in case the hire purchaser suspends or closes running of the industry in the shed at any time for a period exceeding six months, the Corporation shall terminate the allotment by giving one month's notice and resume the possession of the shed;(xii)[Breach of any of the above conditions shall entitle the Corporation to terminate the allotment by giving one month's notice and to resume the possession of the shed thereafter.] [Substituted by Notification dated 12-6-1970 (18-6-1970).](xiii)[XXX] [Deleted by Notification dated 12-6-1970 (18-6-1970).][11A. Conversion of existing lease basis sheds into hire purchase basis. - (i) The lessee to whom a shed has been allotted on lease basis may opt for hire purchase of shed in Form No. IE(9) [by 17th day of December, 1970] [Substituted. Deleted and Added vide Notification dated 12-6-1970 (18-6-1970).], irrespective of the fact that that he has already given option under the existing rules. On acceptance of option for hire-purchase basis, the amount of rent paid by him under the lease for the period Subsequent to the date of his option shall be adjusted towards the initial instalment of 20% of the cost of the shed and the annual hire-purchase instalments.(ii)After adjustment of the amount of rent towards the initial instalment of 20% and instalments, if there in any short-fall, such amount shall be paid by the lessee within a period of 2 months from the date of demand made by the Corporation.(iii)in case where the option has been accepted by the Corporation the allotment on hire purchase basis shall be deemed to have come into force from the date, the hire purchaser desired the option to be enforced in Form IE(9) and the period of 15 years during which the entire cost of the shed is to be paid shall be determined from the date.(iv)Other conditions will be the same as mentioned in rule 11 above; provided however, that the agreement shall be executed in Form No. IE (11)].[11B. Hire purchase of sheds by those who fail to give options. - The lessee who fails to exercise option under rule 11-A may also at any time during the period of lease apply for hire purchase of sheds under rule 11 above. In this case no credit of lease money already paid shall be given.] [Added and Substituted by Notification dated 12-6-1970 (18-6-1970).][12. Allotment of shed on out-right sale basis.] [Substituted by Notification dated 12-6-1970(18-6-1970).]- Allotment of shed on out-right, sale basis shall be on the following terms and conditions:-(i)The cost of shed as is arrived at by the Corporation in the manner prescribed in the schedule shall be paid by the allottee within 2 months from the date of demand made by the Corporation.(ii)The shed shall be used for setting up and running of a small scale industry for which it is allotted and for no other purpose;(iii)The production in the shed shall be started within a period of six months from the date on which possession is delivered. The Corporation may however at [its] [Substituted by Am. Notification No. 3.] option extend the time limit upto a maximum period of three months for reasons to be recorded in writing.(iv)Additions and alterations, if any, may be made within the shed by the allottee at his cost with the prior permission of the Corporation in writing.(v)In case the allottee suspends or closes running of the industry in the shed at any time for a period exceeding six months, it shall be treated as a breach of the terms and conditions of allotment of sheds.(vi)In case any default is made by the allottee in respect of any terms and conditions aforesaid, the said plot of land shall revert to the Corporation and the allottee shall have to remove therefrom at his cost all the buildings and structures constructed, by him thereon. In case of his failure to do so, the Corporation shall have a right to dispose of the said structures and buildings in any way [it] [Substituted by Amendment

Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] likes and to refund the proceeds to the allottee after recovering all the sums due to [it] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] from the allottee.(vii)The allottee shall not sub-let, under-let or otherwise alienate or transfer or part with the possession of the shed or any right or interest therein, except as provided herein under:-(1)the shed can be transferred within a period of ten years from the date of allotment with the prior approval of the Corporation in writing and on payment in lump-sum of twice the cost of the shed or the market value of the shed (to be determined in consultation with the State Public Works Department or any other appropriate authority of the Government) whichever is higher. The cost already paid will be adjusted against this amount.(2)[The shed can be transferred with the written permission of the Corporation after the full payment for it has been made and it has been utilised for the purpose for which it was allotted.] [Substituted by Amendment Notification No. F. 10(3) Ind/Gr. 1/73, dated 21-9-1977, Published in Rajasthan Gazette Extraordinary, Part IV-C(I), dated 22-9-1977, Page 237.][13. Conversion of existing lease basis sheds into out right sale basis sheds] [Substituted vide Notification No. 12-6-1970 (18-6-1970).]. :- (i) A lessee to whom a shed has been allotted on lease basis may opt for out-right sale basis in Form No. IE (12) within a period of three months from the date of publication of these rules in the official Gazette. On acceptance of option for out-right sale basis the amount of rent paid by him under the lease shall be adjusted towards the cost of shed.(ii)The allotment of shed on out-right sale basis under sub-rule (i) above, shall be effective from the date on which the entire cost has been paid by the allottee.(iii)The cost of shed as is arrived at by the Corporation in the manner prescribed in the schedule shall, after adjustment of the amount of the rent already paid by the lessee, be paid by him within a period of two months from the date of demand by the Corporation and in case of his failure to do so, the allotment on out-right sale basis shall be deemed to have been withdrawn.(iv)It is not obligatory on the part of the Corporation to accept all the options received for conversion into out-right sale basis. The Corporation shall not accept the option of the lessee if the industry is not running in the shed to [its] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] satisfaction.(v)[The lessee who fails to exercise option under sub-rule (i) may during the period of lease /hire purchase, apply for out right purchase of sheds under this rule within a period of six months from the date of publication of this notification in the Rajasthan Raj-patra. The amount of rent deposited so far by way of lease money/hire purchase instalments, shall be adjusted against the price payable for sheds. Interest will be charged on the outstanding balance amount with effect from 17th September,. 1970 at the rates prescribed by the Rules.] [Substituted by Amendment Notification No. F. 10(3) Ind/Gr. 1/73, dated 21-9-1977, Published in Rajasthan Gazette Extraordinary, Part IV-C(I), dated 22-9-1977, Page 237](vi)[Other conditions shall be the same as mentioned in rule 12 above.] [Renumbered by Notification dated 7-5-1974 (14-5-1974).]

14. Allotment of plots of land in the Industrial Estates.

(1)The Corporation may allot for the purpose of constructing a shed by the allottee at his cost with the object of setting up a small scale industry, plot of land, if available over and above the requirements of a particular Industrial Estate, to the applicants for allotment of sheds or to those

who specifically apply for allotment of plot.(2)The applications for allotment of plot shall be made in the Forms IE (1) and IE (2) and in the same manner as indicated in rule 5 above. The amount of earnest money shall, however, be Rs. 500/- per plot of any size.(3)The allotment of plots shall be governed by the Rajasthan Industrial Areas Allotment Rules, 1959 issued vide Notification No. F. 5(199) LSG/A/59, dated 21-12-1959 with the modification that the programme of construction of a shed and of production shall be as under:-(i)construction to be started within 3 months from the date on which the possession of the plot is delivered:(ii)construction to be completed within next six months. The Corporation may at [its] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] may at option extend the period as he deems proper for reasons to be recorded in writing:(iii)machinery to be installed and production started within next three months. The Corporation can, however, at [its] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] option extend the time limit upto a maximum period of three months for reasons to be recorded in writing: and(iv)that the allottee shall execute a lease-deed in Form IE (10).(4)[The land covered by a shed allotted under Rules 11, 11-A, 11-B, 12 and 13 shall be on lease basis under the Rajasthan Industrial Areas Rules, 1959 and the allottee shall execute a separate lease deed in respect of this land in Form No. IE (13) and pay the lease amount according to these rules.] [Substituted by Notification dated 12-6-1970 (18-6-1970).]

15. All the allottees shall.

- (i) Furnish all information and periodical reports and returns pertaining to the industry set up in the shed as required by the Corporation or any other officer of the Corporation connected with the affairs in an Industrial Estate;(ii)permit access to any person or persons nominated by the Corporation to inspect running of the Industry in the shed;(iii)keep the premises neat and clean and also equip the shed with fire extinguisher:(iv)comply with the instructions issued from time to time by the Corporation or any other officer connected with the affairs of the Estate; and(v)comply with these rules as amended from time to time.[15A. Service charges. - All the allottees and hire purchasers under rules 11, 11A, 11-B, 12 and 13 and allottees of plot under rule 14(1) shall pay service charges as fixed by the Corporation from time to time and from such date as is fixed by the Corporation. These charges shall be subject to revision after every five years.] [Inserted by Notification dated 12-6-1970(18-6-1970).]

16. Refund and forfeiture of earnest money.

(a)Refund. - The earnest money deposited with the application for allotment of shed or plot will be refunded by the [Deputy Director (Infra/Resident Engineer or any other office authorised by the Corporation] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] in the following cases:-(i)where the applicant has withdrawn his application for allotment of shed or plot, before the decision of the Corporation allotting him a shed/plot is communicated to him;(ii)where the application for allotment of shed or plot has been rejected by the Corporation after due consideration; and(iii)where a shed or plot has been allotted, the earnest money shall be refunded after the deed has been executed and the unit has started production.Forfeiture. - The earnest money deposited

with the application for allotment of shed or plot shall be forfeited in the following cases (i) where an allotment of shed has been made by the Corporation but the applicant has failed to accept it within the specified period referred to in rule 8; (ii) where the allottee after he has accepted the allotment and has been required to take over the possession has failed to take it over within the period specified in conditions 2 & 3 of the order of allotment in Form IE(4); and (iii) where in industry set up by the allottee has not gone into production within the period specified in rules 10(ix), 11(viii) and 14(3) (iii).

17. Mode of recovery of dues.

- All amount payable to Corporation under these rules shall be recovered as arrears of land revenue, [under the Rajasthan Land Revenue Act, 1956,] [Institutes vide Notification dated 12.6.1970 (18.6.1970)]

18. Repeal and Saving.

- Except as provided in these rules, all rules and orders in relation to matters covered by these rules, and in force immediately before the commencement of these rules are hereby repealed: Provided that nothing in these rules shall affect the previous operation of the rules hereby repealed or any action taken thereunder. [Schedule [Inserted by Notification dated 12-6-1970 (18-6-1970).] A. Procedure for calculating rent of shed :

1. The capital cost (CC) of an Estate shall be :

(i) Cost of construction of all sheds in an Estate excluding the cost of land and the cost of development, plus. (ii) Development charges to be arrived at on actual area of land covered by the sheds (AS) according to the Rajasthan Industrial Areas Allotment Rules, 1959 (rounded off to the next above hundred rupees).

2. The annual rent (AR) all the sheds built in Estate shall comprise of the following :-

(i) Interest at 4½% on the Capital cost (CC). (ii) Administrative and maintenance charges @ 3½% of capital cost (CC); and (iii) Depreciation @ 2% of the capital cost (CC) (i.e., (i) plus (ii) plus (iii) = AR).

$$(| \text{CC} \times 10 | 100 | = \text{AR})$$

3. Monthly rent per square feet (R) shall be arrived at by dividing A.R. by A.S. * 12 :

$$(| \text{A.R.A.S} \times 12 | = \text{R (rounded off to the next above whole Paisa)})$$

4. Monthly rent of shed shall be as under :-

(a) R * area of shed, plus (b) lease money of the land covered by shed according to the Rajasthan Industrial Areas Allotment Rules, 1959 (rounded off to the next above whole rupee). Note :- Pending calculation of rent, the Director may determine a provisional rent of shed on the basis of the advice of the Page W.D.B. Rent of buildings other than sheds: The monthly rent of buildings other than the factory sheds in an Estate shall be determined by the Public Works Department of State Government. C. Determination of cost of shed for the purposes of recovery under rules 11, 11-a, 11-b, 12 and 13:

1. Cost of sheds per square feet (R) shall be arrived at by dividing the total cost of construction of sheds (C) excluding the cost of land and the cost of development by the total area of the sheds (A).

$$(R = \frac{C}{A})$$

2. Development charges (D) shall be determined for the area of the land covered by a shed according to the Rajasthan Industrial Areas Allotment Rules, 1959.

3. Cost of a shed shall be arrived by multiplying the area of a shed (S), with rate (R) according to clause 1 above and adding thereto development charges (D) according to clause 2 above.

(S X R plus D) (Note:- Pending calculation of cost of shed, the Director may determine a provisional cost of the shed on the basis of the advice of the Page W.D.) [Form I.E.(1) (See rule 5) Serial No. Price Re. 1/- only. Registration No. of Application..... Form of Application For Allotment of Shed/plot To [Deputy Director (Infra)/Resident Engineer, Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] Sir, I/We hereby apply for allotment of..... (class) built shed/plot of land on which shed will be built at my/our expenses in the Industrial estate under the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estate) Rules, 1964. A demand Draft/Challan No..... dated..... of the Bank of..... for Rs..... being the earnest money is enclosed. Four copies of the scheme for setting up industry for which shed/plot has been applied for are also enclosed. Further information to consider my/our application is furnished below.

1. Name of the applicant
2. Whether the applicant is an Individual, a Partnership Firm, Private or Public Company or co-operative Society?
3. Address (in full) of the applicant;
(a) Factory.

(b)office.

(c)Residential.

4. Name of the personshaving legal status to sign on behalf of the applicant, togetherwith his/their designations and addresses.

5. In case applicantbeing an existing Manufacturing or Business Concern;

(i)Nature of manufacture or business.

(ii)Capital Investment:

(a)Blocked Capital.

(b)Working Capital.

(iii)Number of

(a)Supervisors.

(b)Skilled workers.

(c)Un-skilled workers.

(iv)Date of establishment.

(v)Number of shifts working in a day:-

(a)Number of days in a year on which two shifts are worked.

(b)Number of days in a year on which three shifts are worked.

(vi)Nature and capacity of power supply available.

(vii)Covered and uncovered area of existing accommodation.

(viii)Estimated increase in,

(a)Manufacturing output.

(b)Employment.

In case the factory spaceis allotted in the Industrial Estate.

6. General details forthe proposed Establishment.-

(i)Nature and quantity of annual production of goods.

(ii)Capital Investment:

(a)Blocked.

(b)Working.

(iii)Estimated number of:

(a)Supervisor.

(b)Skilled workers.

(c)Semi-skilled workers.

(d)Unskilled workers.

(iv)Probable date of starting production.

(v)Number of shifts desired to be worked in a day:-

(a)No. of days in a year for two shifts.

(b)No. of days in a year for three shifts.

(vi) Installed load and estimated daily consumption of:

(a) Electricity.

(b) Steam.

(c) Gas.

(d) Water (in gallons).

(vii) Factory accommodation desired on Lease/Hire purchase[out-right salebasis] [Added vide Notification dated 12-6-1970]

(viii) Class of factory required. A/B/C/D/E class.

(ix) Particulars of experience in the line of manufacture proposed or in a similar line.

(x) In case of no experience in the line proposed, other business experience and technical qualification, if any.

7 Raw material required for the manufacture proposed and their source.

8. Approximate average distance which the workers may traverse to reach the factory.

9. Whether the manufacturer's process involves omission of any offensive odours or smokes and if so, their nature and extent?

10. Whether the manufacturer's process involves any industrial waste and if so, their nature and extent?

11. Specific items of manufacture (in case of an existing concern)

(a) Estimated annual out-put, if any.

(b) Proposed increase in annual out-put.

12. Proposed manufacturing items (in case of a new scheme)

(a) Estimated annual production.

(b) Value of annual production.

13. Are similar Industries as the proposed industry existing in:

(a) The place where shed has been applied.

(b) Rajasthan State.

(c) Indian Union.

14. Whether a telephone connection required?

15. Whether purchase of machinery on Hire-purchase desired? If so, of what value?

16. Whether any technical assistance desired? If so, of what nature?

17. Whether any assistance in marketing of products desired? If So, of what value?

18. Whether the applicant desires any loan, has applied or intends to apply for an Industrial Loan to the State Government? If so, how much?

Any other information which the applicant like to give.

Certified that the information given in the application as above i.e. true to the best of my/our knowledge and belief.

Yours faithfully.

Signature of the Applicant.

Date.....Place.....

Registration No.....Received from M/s.....application for allotment of shed/plot.

Dated the.....

Signature of Receiving official.

Form I E (2) [See rule 5 (iii)] Summary of Application for Allotment of Factory shed/open plot in Industrial Estate

1. Name/Names of Party/Firm/Association / Society.

2. Nature of Industry.

3. Whether holding sheds at Industrial Estates elsewhere?

4. Whether they are running any industry outside the Industrial Estate?

5. Capital proposed to be invested.

6. Employment potential.

7. Whether machines will be imported or locally purchased?

8. Raw material required.

Arrangements for technical know-how. Signature.....Date.....Form-I.E. (3) (See rule 7) [Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] No.....Dated the.....To M/s.....Sub:- Application for allotment of shed/plot in the Industrial Estate Dear Sir, Your application No..... dated for allotment of shed/plot in Industrial Estate was considered by the Corporation and it was not granted. You are advised to claim for refund of the earnest money deposited under reference. Yours faithfully, [Deputy Director (Infra)/Resident Engineer, Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] Form No.-I.E.(4) [As amended Subsequently by No. 1, dated 22-8-1974, No. 2, dated 21-9-1977 and by No. 3, dated 29-5-1980.] (See rule 7) Rajasthan State Industrial Development and Investment Corporation Ltd. No.Dated theFrom Rajasthan State Industrial Development and Investment Corporation Ltd. To M/s.....Sub.- Order for allotment of

factory shed/plot in the Industrial EstateYou are hereby allotted factory shed/sheds, plot/plots industry on lease/hire purchase/out right sale basis on the following terms and conditions :-[XXX][1] That you will take over possession of the shed/plot allotted to you within seven days from the date you communicate to take over it.[2] That in case of your failure to take over the possession according to condition No. 2 above the earnest money deposited with the application for allotment of shed shall be forfeited.[3] That you agree to pay the rent/lease money/hire purchase instalment/cost of shed/plot and service charges according to the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964; and at such time and place as you are requested to pay.[4] That you agree to execute the deed as prescribed under the rules.[5] That you agree that this allotment shall be governed by the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964.[6] That you agree to the inspection of your industry by the Deputy Director (Infra)/Resident Engineer, Rajasthan State Industrial Development and Investment Corporation Ltd. or any of the members of the staff authorised for the purpose on any working day during the working hours and also to show and make available to these officers such of the manufacturing stores and other accounts as may be required by them.In case the allotment of the said shed/lot is acceptable to you on the terms and conditions mentioned above, you are required to convey your acceptance within a period of fifteen days of the receipt of this letter on the accompanying from to the Deputy Director (Infra)/Resident Engineer Rajasthan State Industrial Development and Investment Corporation Ltd.....with a copy to this office, failing which the allotment may be treated as withdrawn and the earnest money deposited with the application shall be forfeited.The Managing Director, Rajasthan State Industrial Development and Investment Corporation Ltd., JaipurNo.Dated19Copy forwarded to the:-

1. Assistant Director, Industries and Supplies;

2. Deputy Director (Infra)/Resident Engineer, Rajasthan State Industrial Development and Investment Corporation Ltd.....

3. Manager Industrial Estate.....

Immediately on receipt of acceptance from the allottee; he may be intimated to take over the possession of the shed/plot within a week under intimation to this office. In case the allotment is on hire purchase outright sale basis, before transferring the possession, hire-purchase/instalment cost of the shed should be recovered according to the rules, The Managing Director, Rajasthan State Industrial Development and Investment Corporation Ltd., Jaipur.Form I.E. (5)(See rule 8)FromM/s.....To,[Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).]Sub:- Allotment of Industrial Shed/Plot No..... in Industrial Estate.....Sir,I/we accept the allotment of Shed/Plot No.....in the Industrial Estate on the terms and conditions mentioned in your letter No.....dated.....It is requested that possession of the said Shed/Plot No.....may be arranged to be delivered to me/us. I/we hereby express my/our choice to have the above mentioned

shed allotted to me/us in lease basis/hire purchase basis [/out right sale basis] [Added vide Notification dated 12-6-1970 (18-6-1970).], [XXX] [Deleted vide Notification dated 5-7-1974 (22-8-1974).]. [XXX] [Deleted by Amendment Notification No. F. 7(3) Ind/Gr. 11/75 dated 13-5-1976; Published in Rajasthan Gazette Part IV-C, dated 3-6-1976, Page 162(82-87).], Yours faithfully, For M/s..... Date..... Form I.E. (6) (See rule 9) From M/s..... To, [Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] Sub:- Possession of Shed/Plot No..... Allotted to M/s..... Sir, On account of my/our having accepted the allotment of Shed/Plot No..... in the Industrial Estate on the terms and conditions noted in the allotment order No..... dated..... the possession of the said Shed/Plot No..... has this day of..... 1977 been delivered to me/us and I/we have assumed the valid possession thereof on the said day of 1977.... Yours faithfully, Dated the..... Form IE (7) [See rule 10 (1)] Form of Lease of shed in the Industrial Estate..... This indenture of lease in made this day of 19, between of (hereinafter called the lease which expression shall, unless excluded by or repugnant to the context, include his heirs, successors, executors administrators and assigns) of the first part and [the Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] (hereinafter called 'the lessor' which expression shall unless excluded by or repugnant to the context, include his successors in office and permitted assigns) of the second part and (1)..... (2)..... (hereinafter called the 'sureties') of the third part. Whereas the lessor has agreed to grant and the lessee has agreed to accept the lease of all that piece of land together with the shed with fixtures and fitting being Industrial shed No..... and more particularly described in the annexed schedule, hereunder written (hereinafter called the premises) upon the conditions hereinafter appearing. Now this Indenture witnesseth as follows: [*1. That the lessor agrees to let the said premises and the lessee has agreed to occupy the said premises for period of 30 years. *On a monthly rent to be fixed by the lessor Subsequently, the provisional rent being Rs..... per month, Or *On a monthly rent of Rs..... for the purpose of..... for which the lessee had applied.] [Substituted by Notification dated 12-6-1970 (18-6-1970).] (*Delete whichever is inapplicable).

2. That the possession of the said premises has been delivered/shall be delivered to the lessee against an acknowledgement.

3. That the lessee hereby covenants with the lessor as follows:-

(a) That the lessee shall duly pay the stipulated rent of the said premises to the lessor or his authorised agent in advance on or before the 10th day of each calendar month for which the rent is due, at the office of Industrial Estate on such other place or places as the lessor may from time to time appoint. [The lessee further agrees to pay the amount of property tax, house tax to the lessor on demand in addition to the rent so aforesaid. In case the payment of rent is not made within the due date mentioned herein above, the lessor shall be entitled to charge interest @ 12% per annum or at such rate as is fixed by the lessor from time to time which the lessee hereby agrees to pay without any objection whatsoever.] [Substituted and Added by Notification dated 12-6-1970]

(18-6-1970).](b)That the lessee shall during the said term pay except as aforesaid, all taxes, rents, assessments and other charges and outgoings not payable or hereinafter to become payable in respect of the premises.[The lessee shall 'during the term of lease, keep the shed insured' with Corporation as beneficiaries against loss or damage by fire and all other risks as the Corporation may require and for such sum as may be determined and communicated to the lessee with an Insurance Company of repute and shall deposit with Corporation all such Insurance Company of repute and shall deposit with the Corporation all such Insurance Policies and receipts for payment of premium.] [Substituted and Added by Notification No. dated 12-6-1970 (18-6-1970).](c)That the lessee shall utilise the said shed for the purpose of setting up a small scale industry for which it has been allotted to him and that at no time the shed shall be used for any purpose other than running a small scale industry. The lessee further agrees to start production in the said shed within a period of six months from the date of delivery of possession to him. In case the lessee suspends or closes running of the industry for a period exceeding six months, the lessor shall terminate the lease by giving one month's notice and resume the possession of the shed.(d)That the lessee shall not carry out any addition/alteration to the premises without the lessor's prior written consent.(e)[The lessee shall not sub-let, under-let, mortgage or otherwise alienate or transfer or part with the possession of the shed or any right or interest therein. The lessee shall also not take any partner in the industry without the prior permission of the Corporation. [Substituted by Notification dated 12-6-1970 (16-6-1970).]But in case, after the industry has been set up and gone into production, the lessee at any time signifies his inability to the Corporation to carry on the Industry set up in the shed due to financial or other reasons and the Corporation is satisfied that the lessee is actually not in a position to do so, he may take a new partner to revive the industry or sell the industry including the machinery installed therein and other materials but excluding the shed and his lease rights in respect of the said shed with the prior written consent of the Corporation, the lessee agrees to abide by all the conditions that will be imposed by the Corporation in this respect.](f)That the lessee shall comply with all the rules, regulations and laws in force from time to time in respect of the working of the premises at a factory. The lessee shall also abide by the provisions of the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964; as amended by the Corporation from time to time.(g)That the lessor shall be responsible for the repairs and maintenance of the said shed but the damages if any caused to the shed shall be got repaired by the lessee within one month or the lessor shall get it done and recover cost from the lessee. The lessee further agrees to keep the premises neat and clear and also to equip the shed with a fire extinguisher.(h)That the lessee shall deliver possession of the said premises to the lessor at the expiry of the term or earlier determination thereof and shall deliver the premises in the same condition in which the same were when the lessee was put in the possession of the same except for any additions and alterations allowed under 3(d) above. If the premises require any additions or alterations to suit the particular needs of process and functions of the factory, the same will be undertaken by the lessee at his own cost after obtaining the written permission of the lessor. Necessary plans for such additions and alterations shall be made on the responsibility of the lessee as regards cost and pursuing them for obtaining approval.(i)That the lessee shall not carry any offensive trade or manufacture on the premises.(j)The lessee shall : (i)furnish all information and periodicals, reports and return pertaining to the industry set up in the shed as required by the Corporation or any other officer of the Corporation connected with the affairs of the Industrial Estate, where the shed is situated:(ii)permit access in the shed to any person or persons nominated by the Corporation to

inspect running of the industry: and(iii)comply with the instructions issued from time to time by the Corporation or any other officer connected with the affairs of the Estate, where the shed is situated.(k)That lessee shall have an option to renew the said lease for a further period of 30 years on a rent to be determined by the lessor which will not however be more than double the rent in the preceding period.

4. That both the lessor and the lessee will be at liberty to terminate the lease by giving to the other three months' notice in writing of its intention to so terminate the lease provide that, if the lessee commits breach of any of covenants and conditions herein contained, it shall be lawful for the lessor to terminate the lessee has committed any breach or not shall be final and binding upon the lessee.

5. And it is hereby declared that the cost and expenses incidental to the preparation, execution and registration of this lease including stamp duty shall be borne and paid by the lessee.

6. That if rent hereby reserved or part thereof shall be unpaid for a period of two months after becoming due (whether formally demanded or not) or if the lessee becomes insolvent and/or goes into liquidation voluntarily or otherwise is there be any attachment on the premises or if the lessee commits breach of any covenants and conditions, then and in any of such cases, it shall be lawful for the lessor to re-enter upon the premises or any part thereof in the name of the whole.

7. The sureties at the request of the lessee and in consideration of the lease does hereby covenant with the lessor that the lessee shall duly pay the rent reserved hereunder and perform all the covenants and conditions herein contained and on the part of the lessee to be observed and performed and if the lessee commits default in payment of rent on the appointed day and shall otherwise commit breach of any terms and conditions herein contained, the two sureties shall pay the lessor on demand and without any demur all sums as the lessor on demand, may require the sureties to pay with interest thereon at the rate of 6% from the date of demand till payment (and the decision of the lessor as to whether what amount is payable by the sureties to the lessor and whether the lessee has committed any breach as aforesaid shall be final and binding upon the sureties) Provided that in no case that liability of the sureties hereunder will be exceeded a sum of

Rupees.....with interest thereon at the aforesaid rate.

8. That the lessor shall have the fullest liberty without affecting the liability of the surety hereunder to postpone for any time and from time to time any of the powers exercisable by its against the lessee and either to enforce or forbear any of the terms and conditions herein contained and the surety shall not be released from the liability hereunder by any exercise of liberty by the lessor with reference to the matters aforesaid of by reasons of time being given to the lessee or by any other act, or forbearance or commission on the part of the lessor or by any other matter or thing whatsoever; which under the law relating to sureties would, but for these provisions, have the effect of so releasing the sureties from their liabilities.

*9. If, instead of furnishing surety/sureties, the lessee furnishes to the Corporation Cash security for due payment of rent and observance and performance of the several conditions and covenants herein contained and the event of breach, it shall be lawful for the lessor to forfeit whole or part of the security deposit. In case the surety dies or becomes insolvent or otherwise becomes incapable of fulfilling his obligations, the lessor may require the lessee to Substitute fresh surety and the lessee shall furnish to the lessor fresh guarantee from such persons as may be approved by the lessor.

10. That all dues payable to the Government, if not paid within a period of one month from the date of demand, shall be recoverable from the lessee or his surety at the discretion of the Corporation as arrears of land revenue under Page D.R. Act.

Annexure to the Lease Form (Description of the Shed) Factory building No.....situated in Industrial Estate.... bounded on the East by.....on the North by.....on the South by and on the West by.....on an area of x ft. having covered area of sq. ft. and a compound measuring ft. x ft. bounded by a wall and having the following buildings in the compound:-(a) Block of Bath, measuring ft. x ft. (b) Block of Latrine, measuring ft. x ft. (c) Urinal measuring ft. x ft. together with the fixtures and fittings listed separately. In witness Whereof the parties hereto have put their respective hands the day and the year hereinabove written in the manner indicated below:-[Signed for and on behalf of the Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] Signature.....[Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] Witness:(a) Name:(b) Address:(c) Date:

2. Signed for and on behalf of the lessee in the presence of:-

Signaturefor, M/s.....(Prop./Partner/Director/Manager). *Note :- Reference to a surety occurring under the mark of an asterisk shall be deleted if a cash security is furnished. Reference to cash security occurring under the mark of an asterisk shall be deleted if a personal surety is provided. Strike off whichever inapplicable. Witness:(a)Name:(b)Address:(c)Date:

1. Signed by the sureties in the presence of:-

(Surety No. 1) (Surety No. 2)

Signature :..... Signature:.....

Address :..... Address :.....

Date :..... Date :.....

Witness :..... Witness :.....

(a) Name: (a) Name:

(b) Address: (b) Address:

(c) Date: (c) Date:

[Form No. IE (8)] [Substituted vide Notification dated 12-6-1970 (18-6-1970),][See rule 11 (ix)] Hire Purchase Agreement of a Shed in the Industrial Estate This agreement is made on the day of 197 between M/s..... *(i) through their sole proprietor Shri S/o aged..... caste resident of. *(ii) a partnership firm having:- (1) Shri..... S/o..... aged..... caste..... r/o.... (2) (3) as partners, through their authorised partner Shri..... S/o..... aged..... caste..... resident of..... *(iii) a limited or private limited company, through its Managing Director Shri..... S/o..... aged caste resident of (hereinafter called the hirer) which term shall, unless excluded by or repugnant to the context, include his heirs, successors, executors, administrators and assigns of the first part and [the Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] (hereinafter called the owner) which expression shall, unless *Delete inapplicable. excluded by or repugnant to the context, include his successors-in-office and permitted assigns of with the second part. Whereas the hire on his application has been allotted shed No. in the Industrial Estate..... more particularly prescribed in the schedule hereto for setting up Page..... an industry and whereas he has agreed to have this shed on hire purchase basis under the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estate) Rules, 1964 and whereas the owner has agreed to provide him the said shed on hire purchase basis with the stipulation to transfer the ownership to the hirer on payment of instalments hereinafter provided. Now This Deed Witnesseth as Follows:-

1. That the physical possession of the said shed and not the title and other rights has been delivered by the owner to the hirer for the aforesaid purpose on.....

2. That the hirer hereby covenants with the owner as under

(a) That the hirer shall pay, to the owner or his-authorised agent at such place or places and time as may be prescribed, 20% of the cost of the shed as determined by the Corporation, under the rules, as initial instalment. The remaining amount of the cost of shed coupled with interest @ 6% per annum shall be payable by the hirer in 15 equal instalments each instalment shall be paid on the expiry of each anniversary to be reckoned from the date of delivery of possession of the shed to the hirer. On request of the hirer, to be made in writing to the Corporation at least three months in advance of the due date expressing his inability to pay the instalment on due date for the reasons to be furnished by him the Corporation may, if deemed proper, grant two months further extension. (b) On payment of the instalments referred to in clause (a) above, for a period of 15 years and on compliance with the terms and conditions of this deed the hirer shall be entitled to acquire owner-ship of the said on payment of a sum of Re. 1/- to the owner as a consideration for the exercise of the said option, on receipt of which the said hirer shall be deemed to become the full owner of the property demised and the owner shall be bound to convey, transfer and sell in consideration of the receipt of the instalment referred to in clause (a) above as well as the amount received in respect of the option exercise by the hirer, and in consideration of the agreement to transfer the ownership of the said shed, pursuant to this deed unto the said hirer at his expenses by way of sale deed, all rights, title and interest heretofore vested in the owner and cause the same to be registered at expenses and instance of the said hirer hereinafter becoming the owner of the said shed. (c) In case of the failure of the hirer to pay any of the instalments within the prescribed time limit the owner or his authorised agent or the [Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] shall be entitled to terminate this agreement. But before terminating this agreement, the authorities referred to above shall have to serve one month's notice period such period shall be treated as further extension over and above two months referred to above and additional interest @ 6% per annum shall be charged for the entire period for which default has been made, over and above the interest @ 6% per annum referred to in clause (a) above. (d) The hirer shall not sub-let, under-let, mortgage or otherwise alienate or transfer or part with the possession of the shed or any right or interest therein till all the hire purchase instalment have been paid except as provided hereunder; (i) The hire purchaser can transfer the shed or any right or interest therein within a period of 10 years from the commencement of hire purchase, with the permission of the Corporation in writing and on payment in lump sum of twice the cost of the shed (recoverable on hire purchase basis) or the market value of the shed (to be determined in consultation with the Public Works Department or any other appropriate authority of the State Government) whichever is higher. The amount already paid by the hirer to the owner in the form of hire purchase instalments excluding interest shall be adjusted. (ii) The hire purchaser can transfer the shed or any right on interest therein Subsequent to the period of ten years referred to in sub-clause (i) above, with the prior permission of the Corporation in writing and on payment of remaining costs in lump sum. (e) The hirer shall exclusively utilise the said shed for setting up the industry for which permission has been accorded or may hereinafter be accorded by the Corporation and shall start production in the said shed within a period of six months from the date of transfer of possession to hirer. The Corporation Rajasthan may, however at the request of the hirer extend this time limit for a further period of three months. (f) The hirer shall during the period of 15 years, keep

the shed in condition of good repairs. In the event of failure of the hirer to do so, the owner shall get the same repaired and recover the cost from the hirer, who shall pay such amount of repairs within a period of one month of the receipt of notice to make such payment and any failure to pay will constitute a breach of the terms and conditions of this agreement.(g)The hirer shall, till all the instalments referred to in clause (a) are paid, keep the shed insured in the name of the Corporation against loss or damage by fire and all other risks as the Corporation may require in the sum of Rs..... (cost of shed) in any approved Insurance Company and shall deposit with the Corporation all such Insurance Policies and receipts for payment of the premium. In case, however, of destruction by fire or material demolition thereof whether by act of nature or otherwise of the shed the owner shall re-built, re-erect or effect such major repairs within six months of such destruction and as such shall be entitled to receive the amount of claim from the insurer. In case the shed does not stand insured at the time accident occurs, the hirer agrees to compensate the owner to the extent of the cost of the shed irrespective of the amount of instalments already paid by him.(h)All the taxes, water and electricity and other dues including the property tax payable on the said shed shall be paid by the hirer.(i)The hirer agrees that even after the rights, title and ownership of the said shed has been transferred to the hirer by the owner on payment of all the instalments and other dues out this agreement, the shed shall be exclusively used for the purpose of small scale industry for which it has been provided and for no other purpose.(j)The real object of the allotment of shed being the development of Industries in Rajasthan, the owner shall be entitled to terminate this agreement, if at any time during the period of 15 years of hire or thereafter, when the ownership has been transferred to hirer, it is found that the hirer has suspended the manufacturing operations for a period exceeding six months, and in that case he shall resume the possession of the shed by giving one month's notice to the hirer.(k)The hirer shall abide by the provisions of the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964.(1)The hirer shall(i)furnish information and periodical returns and reports pertaining to the industry set up in the shed as required by the [Corporation or any other officer of the Corporation] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] connected with the affairs of the Industrial Estates where the shed is situated;(ii)permit access in the shed to any person or persons authorised by the Corporation to inspect the industry; and(iii)comply with instructions issued from time to time by the Corporation or any other officer of the Corporation connected with the affairs of the estates where the shed is situated.(m)The hirer agrees that:-(i)the land on which the aforesaid shed has been built shall be on lease hold basis as per Rajasthan Industrial Areas Allotment Rules, 1964;(ii)the word 'shed' occurring in this agreement shall mean the structure excluding the land on which it is built;(iii)the cost of shed shall be exclusive of the cost of land;(iv)the hire purchaser shall execute a separate lease deed in favour of the Corporation and also pay lease money in ' respect of the land covered by the shed besides payment of hire purchase instalments fixed in respect of shed;(v)that he shall pay to the owner during the period the shed remains in his possession before and after the payment of the cost of the shed has been made by him in instalment, service charges as are fixed by the owner in lieu of the services such as conservancy and street lighting to be rendered by him in the Industrial Estate where the shed is located. The owner shall be at liberty to revise these charges after every five years and the hirer agrees to pay to him such revised service charges without any objection whatsoever.(n)Breach of any of the above conditions shall entitle the Corporation to terminate the allotments by giving one month's notice and to resume the possession of the shed

thereafter.

3. The cost and expenses incidental to the preparation and execution of this agreement including stamp duty etc. shall be borne and paid by the hirer.

4. The hirer agrees that in case any dispute arises with respect To The Subject Matter of This Agreement The Decision of the Director shall be final.

In witness where of the parties hereto have set their respective hands on the dates mentioned against their signatures:

1. Witness.

.....Dated[Signature for and on behalf of the Rajasthan State Industrial Development and Investment Corporation Ltd.] [Added vide Notification dated 12-6-1970 (18-6-1970).]DatedSigned by the said hirer

2. Witness

.....DatedDated

To Form No. IE (8)

Hire Purchase AgreementShed No.....in the Industrial Estate.....bounded on the North by South by East by and West byon an area of.....sq. ft. having covered area of.....sq.ft. and a compound measuring ft. by ft. bounded by a wall and having the following in the compound.(a)Block of bath measuring ft. by.....ft.(b)Block of latrine measuring ft. by ft.(c)Urinal measuring ft. by.ft.Form No. IE (9)[See rule 11-1 (i)]Form of option to be given by an Existing lessee of Shed Allotment of Shed on hire Purchase basis.Form:To[The Managing Director, Rajasthan State Industrial Development and Investment Corporation Ltd., Jaipur.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).]No.....Dated..... 197.....Sub. - Option under Rule 11-A (i) of the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964.Sir,We/I/are/am in possession of shed No..... in the Industrial Estate since allotted to us on lease basis. We hereby give our option this day of 1970 under rule 11-A (i) of the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964, for allotment of this shed to us on hire purchase basis with effect from.....We/I agree to abide by the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964.Yours faithfully.For M/s.....Prop./Partner/Director/Managing Director.Signed by Shri.....in my presence on.....[Deputy Director (Infra)/Resident Engineer, Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).]Copy to:-Assistant

Director, Industries/District Industries office/Manager, Industrial Estate.....Form IE (10)[See rule 14 (3) (iv)]Lease Deed for Allotment of LandThis lease made on the day of..... 19, Between.....(hereinafter called 'the lessee') which expression, shall unless, excluded by or repugnant to the context include his heirs, successors, executors, administrators and assigns, of the first part and [the Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] (hereinafter called the lessor') which expression shall unless, excluded by or repugnant to the context, include his successors in office and permitted assigns, of the second part. Whereas the lessor has agreed to grant and the lessee has agreed to accept the lease of a plot of land measuring acres situated (name of place) and more particularly described in the schedule hereto hereinafter called the 'plot' upon the conditions hereinafter appearing. Now This Indenture Witnesseth as follows:

1. That the lessor agrees to let the said plot and the lessee has agreed to occupy the said plot for a period of ninety-nine years on hereinafter specified for the purpose of setting up industry for which the lessee had applied under provisions of Rajasthan Industrial Areas Allotment Rules, 1957.

2. That the possession of the said plot is hereby delivered to the lessee.

3. That the population of the City/Town/Village where said plot is situated is below 10,000/ above 10,000 and less than 3 lacs/3 lacs and above and the lessee has agreed to pay the rent of the said plot at the rate of Rs. 15/- , Rs. 30/- Rs. 50/- per acre per year which amounts to Rs.....(Rupees) in the case of the said plot.

4. That the lessee hereby covenants with the lessor as under:

(i) That the lessee shall duly pay the stipulated rent [land service charge are fixed by the lessor from time to time] [Inserted by Notification dated 12-6-1970 (18-6-1970)] of the said plot to the lessor or his authorised agent on or before the seventh day of each calendar year for which the rent is due at such place or places, as the lessor may, from time to time prescribed. (ii) The rent as aforesaid excludes all kinds of taxes which the Municipal Board, Panchayat or any other Civic body has imposed or may impose during the period of lease in respect of the said plot and the lessee agrees to pay such taxes to the authorities concerned direct. (iii) the lessee hereby agrees to pay the lessor along with the rent for the first year a further sum of Rs.....(Rupees.....) by way of development charges in accordance with the provisions of rule 3(i)/(ii)/(iii) /(iv) of the Rajasthan Industrial Areas Allotment Rules, 1959. (iv) The lessee shall set up in the said plot of land.....industry for which land has leased to him by the lessor within a period of one year from the date of delivery of possession subject to the programme indicated below: (1) construction i.s started on the plot within a period of three months from the date of delivery of possession: (2) construction is completed within next six months of such period as is extended by the Director of

Industries.(3)Machinery is installed and production is started within next three months.and in case of his failure to do so the said plot shall revert to the lessor unless the period of one year is extended by the lessor on valid grounds.(v)The lessee shall construct, erect and build on the said plot of land only such buildings, sheds and structures as are required by him for setting up the industry, aforesaid.(vi)The lessee agrees not to construct or build any structures or buildings on the said plot of land or on a portion of it which may have the object of suing it as a commercial under-taking other than for the industry aforesaid for which the said plot has been leased.(vii)The lessee shall not sublet underlet or sell the said plot of land. He shall have the limited ownership on the said plot till the lease Subsists and shall have the right of assignment only for the purpose of taking a loan subject however to the condition mentioned in sub-clause (iv) above for the development of the industry for which the said plot has been leased to the lessee.(viii)The annual rent as aforesaid shall be subject to revision after every thirty years and the enhancement in rent at each such revision shall not exceed 25% of the rent payable for the period immediately preceding such revision. The lessee hereby agrees to pay such enhanced rent to the lessor as a result of the revision aforesaid.(ix)The lessee shall have an option to renew the said lease for a further period of ninety-nine years after expiry of the present term of lease.(x)In case any default is made by the lessee in respect of any of the terms and conditions aforesaid, the said plot of land shall revert to the lessor and the lessee shall have to remove there from at his cost all the buildings and structures constructed by him thereon. In case of his failure to do so, the lessor shall have a right to dispose of the said structures and buildings in any way he like and to refund the proceeds to the lessee after recovering all the sums due to him from the lessee.(xi)The lessee shall-(1)furnish all information and periodical reports and returns pertaining to the industry set up in the shed as required by the Corporation or any other officer of the Corporation connected with the affairs of the Industrial Area where the plot is situated.(2)permit access in the plot to any person or persons nominated by the Corporation to inspect running of the industry.(3)comply with the instruction issued from time to time by the Corporation any other officer connected with the affairs of the Area where the plot is situated.(4)the cost and expenses incidental to the preparation execution and registration of this lease including stamp duty shall be borne and paid by the lessee.In witness where of the parties hereto have set their respective hands on the date mentioned against their signature:-

- 1.[Signed forand on behalf of the Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).]
- 1.Witness. -
- 2.Witness. - 2. Signed bythe said lessee
- Dated..... Dated.....

Schedule 2

Plot of land measuring area being No..... bounded on the North by.....East by.....South by..... and West by.....situated in Industrial Estate.[Form No. IE (11)] [New Form Nos. 11 to 13 added vide Notification dated 12-6-1970 (18-6-1970).][See rule 11 (A) (iv)]Hire purchase agreement of a shed originally allotted on lease basis and Subsequently opted on hire purchase basis.This agreement is made on the day of..... 197 between

M/s.....*(i) through their sole proprietor Shri s/o aged caste resident of*(ii) a partnership firm having:- (1) Shri.....s/o.....aged.....caste r/o.....(2)(3) as partners, through their authorised partner Shri.....s/o..... aged.....caste.....resident of.....*(iii) a limited or private limited Company, through its Managing Director Shri s/o aged..... caste . resident of (hereinafter called the hirer) which term shall, unless excluded by or repugnant to the context, include his heirs, successors, executors, administrators and assigns of the first part and the [the Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] (hereinafter called the owner) which expression shall unless excluded by or repugnant to the context, include his successors in office or permitted assigns of the second part. Whereas the hirer who is already in possession of shed No..... situated in Industrial Estate.....and more particularly described in the schedule annexed hereto, on lease basis and has now opted with effect from for allotment of the said shed on hire-purchase basis in accordance with Rule 11-A of the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964 and whereas the owner has agreed to provide him the said shed on hire-purchase basis according to the Rules mentioned hereinabove. Now this deed witnesseth as follows:-

1. That the physical possession of the shed and not the title and other rights thereof, shall be treated to have been delivered to the hirer on hire-purchase basis with effect from as opted by him in Form No. IE (9).

2. That the hirer hereby covenants with the owner as under :-

(a) The hirer agrees that the initial instalment equivalent to 20% cost of the shed and annual hire-purchase instalment up to date of exercising option shall be adjusted against the rent paid by him for the period Subsequent to the date from which hire-purchase of shed is opted and the balance, if any, still due from him shall be paid within a period of two months from the date, demand is made by the Corporation, the remaining cost of the shed coupled with interest @ 6% per annum shall be payable by the hirer in annual instalments on such dates and places as are fixed by the Corporation provided that the entire cost of the shed is paid within a period of 15 years from the date, hire-purchase was enforced. On request of the hirer to be made in writing to the Corporation at least three months in advance of the due date expressing his inability to pay the instalment on due date for the reasons to be furnished by him, the Corporation or may if [it] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] deems proper, grant two months further extension. (b) On payment of the instalment referred to in clause (a) above, for a period of 15 years and on compliance with the terms and conditions of this deed, the hirer shall be entitled to acquire ownership of the said shed on payment of a sum of Re. 1/- to the owner as a consideration for the exercise of the said option, on receipt of which the said hirer shall be deemed to become the full owner of the property demised and the owner shall be bound to convey, transfer and sell in consideration of the receipt of the instalment referred to, in clause (a) above, as well as, the amount received in respect of the option exercised by the hirer, and in consideration of the agreement to transfer the ownership of the said shed pursuant to this deed, up to the said hirer at his expenses by way of sale deed, all rights,

title and interest heretofore vested in the owner and cause the same to be registered at the expenses and instance of the said hirer hereinafter becoming the owner of the said shed.(c)In case of the failure of the hirer to pay any of the instalments within the prescribed time limit as mentioned in clause (a) above, the owner or his authorised agent or the [Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] shall be entitled to terminate this agreement. But before terminating this agreement, the authorities referred to above shall have to serve one month's notice on the hirer. In case instalment due is paid within the notice period such period shall be treated as a further extension over and above two months referred to above and additional interest @ 6% per annum shall be charged for the entire period for which default has been made, over and above the interest @ 6% per annum referred to in clause (a) above.(d)The hirer shall not sub-let, under-let, mortgage or otherwise alienate or transfer or part with the possession of the shed or any right or interest therein till all the hire-purchase instalments have been paid except as provided hereunder:-(i)The hire-purchaser can transfer the shed or any right or interest therein within a period of 10 years from the commencement of hire-purchase with the prior permission of the Corporation in writing and on payment in lump sum of twice cost of the shed recoverable on hire-purchase basis or the market value of the shed (to be determined in consultation with the Public Works Department or any other appropriate authority of the State Government) whichever is higher. The amount already paid by the hirer to the owner in the form of hire-purchase instalments excluding interest shall be adjusted.(ii)the hire-purchaser can transfer the shed or any right or interest therein Subsequent to the period of ten years referred to in sub-clause (i) above, with the prior permission of the Corporation in writing and on payment of remaining costs in lump sum.(e)The hirer shall exclusively utilise the said shed for setting up the industry for which permission has been accorded or may hereinafter be accorded by the Corporation and shall start production in said shed within a period of six months from the date of transfer of possession in hirer. The Corporation may, however, at the request of the hirer extend this time limit for a period of three months.(f)The hirer shall during the period of 15 years keep the shed in a condition of good repairs. In the event of failure of the hire to do so, the owner shall get the same repaired and recover the cost from the hirer, who shall pay such amount of repairs within a period of one month of the receipt of notice to make such payment and any failure to pay will constitute a breach of the terms and conditions of this agreement.(g)The hirer shall, till all the instalments referred to in clause (a) are paid, keep the shed insured if the name of the Director of Industries against loss or damage by fire and all other risk as the Corporation may require in the sum of Rs..... (cost of shed) in an approved Insurance Company and shall deposit with the Corporation all such Insurance policies and receipts for payment of the premium.In case, however, of destruction by fire or material demolition, thereof whether by act of nature or otherwise of the shed the own shall re-built, re-correct or effect such major repairs within six month of such destruction and such shall be entitled to receive the amount of claim from the Insurer.In case the shed does not stand insured at the time the accident occurs, the hirer agrees to compensate the owner to the extent of the cost of the shed irrespective of the amount of instalment already paid by him.(h)All the taxes, water and electricity and other dues including the property tax payable on the said shed shall be paid by the hirer.(i)The hirer agrees that ever after the rights, title and ownership of the said shed has been transferred to the hirer by the owner on payment of all the instalments and other dues arising out of this agreement, the shed shall be exclusively used for the purpose of small

scale industry for which it has been provided and for no other purpose.(j)The real object of the allotment of shed being the development of Industries in Rajasthan, the owner shall be entitled to terminate this agreement if at any time time during the period of 15 years, of hire or thereafter when the ownership has been transferred to hirer, it is found that the hirer has suspended the manufacturing operations for a period exceeding six months and in that case he shall resume the possession of the shed by giving one month's notice to the hirer.(k)The hire-purchaser shall abide by the provisions of the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964.

1. The hirer shall:-

(i)furnish information and periodical returns and reports pertaining to the industry set up in the shed as required by the Corporation or any other officer of the Corporation connected with the affairs of the Industrial Estates where the shed is situated;(ii)permit access in the shed to any person or persons nominated by the Corporation to inspect the industry; and(iii)comply with instructions issued from time to time by the Corporation or any other officer connected with the affairs of the Estate where the shed is situated.

2. The hire-purchaser agrees that:-

(i)the land on which the aforesaid shed has been built shall be on lease basis as per Rajasthan Industrial Areas Allotment Rules, 1959.(ii)the word 'shed' occurring in this agreement shall mean the structure excluding the land on which it is built.(iii)the cost of shed shall be exclusive of the cost of land:(iv)the hire-purchaser shall execute a separate lease deed in favour of the Corporation and also pay lease money in respect of the land covered by the shed besides payment of hire-purchase instalments fixed in respect of the shed.(v)that he shall pay to the owner during the period the shed remains in his possession before and after the payment of the cost of the shed has been made by him in instalments, service charges as are fixed by the owner in lieu of the services such as conservancy and street lighting to be rendered by him in the Industrial Estate where the shed is located.The owner shall be at liberty to revise these charges after every five years and hirer agrees to pay to him such revised services charges without any objection whatsoever.Breach of any of the above conditions shall entitle the Corporation to terminate the allotments by giving one month's notice and to resume the possession of the shed thereafter.

3. The cost and expenses incidental to the preparation and execution of this agreement including stamp duty etc. shall be borne and paid by the hirer.

4. The hirer agrees that in case, any dispute arises with respect to the subject-matter of this agreement, the decision of the Corporation shall be final.

In witness whereof the parties hereto have set their respective hands on the dates mentioned against their signatures:

Dated:

Dated:

1.Witness:.....

1.[Signaturefor and on behalf of the Rajasthan State Industrial Developmentand Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).]

2.Witness:.....

2.Signature of the said hirer.

Schedule 3

Shed No..... in the Industrial Estate..... bounded on the North by..... South by..... East by..... and West by on an area ft. X ft. having covered area of..... sq ft. and a compound measuring.....ft. X.....ft. bounded by a wall and having the following in the compound :- (a)Block of Bath measuring.....ft..... X.....ft.(b)Block of latrine measuring.....ft.....X.....ft.(c)Urinal measuring.....ft.....X.....ft.[Form No. IE (12)] [Added vide Notification dated 12-7-1970 (18-6-1970).][See rule 13 (i)]Form : M/s.....To,[The Managing Director, Rajasthan State Industrial Development and Investment Corporation Ltd., Jaipur.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).]No.Dated 197.....Sub.- Option under rule 13 of the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964.Sir,We are in possession of shed No.....in the Industrial Estate, since..... allotted to us on lease basis. We hereby give our option this day of 197 , under Rule 13 of the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964 for allotment of this sheds to us on out-right sale basis.We agree to abide by the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964.Yours faithfully.For M/s.....Proprietor/Partner Director/Managing DirectorSigned by Shri.....in my presence.Signature of:[Deputy Director (Infra)/Resident Engineer, Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).]C. C. to:

1. The Assistant Director of Industries.

2. The District Industries officer.

3. The Manager, Industrial Estate.

Signature][Form No. IE (13) [Added vide Notification dated 12-6-1970(18-6-1970).]][See rule 14 (4)]Lease deed in respect of land covered by sheds allotted on hire-purchase basis, out-right sale basisThis lease made on.....day of.....between M/s.....*(i) thorough their sole proprietor Shri s/o aged..... caste resident of.....*(ii) a partnership firm having:-

1. Shri s/o aged caste resident of.....

2.

.....

3.

.....as partners, thorough their authorised partner Shri s/o.....aged.....caste
.....* Delete which inapplicable.(iii)a limited Company or a private limited company through its
Managing Director Shri.....s/o aged caste..... resident of (hereinafter called
the lessee) which expression shall, unless excluded by or repugnant to the context, include his heirs,
successors, executors, administrators and assigns of the first part and the [the Rajasthan State
Industrial Development and Investment Corporation Ltd.] [Delete which inapplicable.](hereinafter
called the lessor) which expression shall, unless excluded by or repugnant to the context, includes
his successors in office and permitted assigns of the second part.]Whereas the lessee has taken a
factory shed No..... in the Industrial Estate..... from the lessor for the purpose of
establishment and running of a small scale industry of manufacturing-hire-purchase
basison.....out-right sale basisin accordance with the Rajasthan State Aid to Industries
(Allotment of Sheds in Industrial Estates) Rules, 1964.And whereas it has been agreed between the
lessor and the lessee that the plot of land covered by the said shed shall be on lease basis with the
lessee according to the Rajasthan Industrial Areas Allotment Rules, 1959.Now this deed witnesseth
as Follows:

**1. That the possession of the said plot has been delivered to the lessee
alongwith the possession of the shed with effect from.....**

**2. That the population of the City/Town/Village, where the said plot is situated
is below 10000/above 10000/less than 3 lacs/3 lacs and above, and the lessee
has agreed to pay the rent of the said plot at the rate of Rs. 15/-, Rs. 30/-, Rs.
50/- per acre per year which amount to Rs.....in the case of the said plot.**

3. That the lessee hereby covenants with the lessor as under:-

(i)that the lessee shall duly pay the stipulated rent of the said plot to the lessor or his authorised
agent annually in advance within a month of its failing due at the place or places as the lessor may
from time to time prescribe.(ii)that the rent of the said plot shall be payable from the date
mentioned in clause (1) above.(iii)the rent as aforesaid excludes all kinds of taxes imposed or may
hereinafter to be imposed by the Government or any local or other authorities during the period of
lease in respect of the said plot and the lessee hereby agrees to pay such taxes to the authorities
concerned directly.(iv)the annual rent as aforesaid shall be subject to revision after every thirty
years and the enhancement in rent at each such revision shall not exceed 25% of the rent payable for

the period immediately preceding such revision. The lessee hereby agrees to pay such enhanced rent to the lessor as a result of the revision aforesaid.(v)the lessee agrees that the term of the lease is co-extensive with the term of the allotment of shed hire-purchase basis.on.....As and when the allotment of shed.out-right sale basis.hire-purchase basis.on.....Cases to exist, the lease of the saidout-right sale basis.plot shall also stand terminated simultaneously and the possession of the said plot shall stand reverted to the lessor simultaneously.(vi)other conditions shall be the same as have been embodied in the hire purchase agreement executed by the lessee separately.(vii)the lessee further agrees to abide by the provisions of the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estates) Rules, 1964.(viii)In case any default is made by the lessee in respect of any of the terms and conditions aforesaid, the said plot of land shall revert to the lessor and the lessee shall have to remove therefrom at his cost all the buildings and structures constructed by him thereon. In case of his failure to do so, the lessor shall have a right to dispose of the said structures and buildings in any way he like and to refund the proceeds to the lessee after recovering all the sums due to him from the lessee.

4. The cost and expenses incidental to the preparation, execution and registration of this lease including stamp duty shall be borne and paid by the lessee.

5. The hirer agrees that in case any dispute arises with respect to the subject-matter of this agreement the decision of the Corporation shall be final.

In witness whereof the parties here to have set their respective hands on the date mentioned against their names:-Witness :

1.

[Signed for and on behalf of the Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).]Witness :

2. Signed by the lessee.

Schedule 4

All the piece of land measuring.....sq. ft. covered by shed No. bounded on the North by..... South by..... East by and West by . situated in Industrial Estate, Tehsil and District.....[[Form No . I.E.(14)] [Added vide Notification dated 7-5-1974 (14-5-1974)]Out-Right Sale Agreement of Sheds in Industrial Estates[See rule 13 (v)]Sale DeedThis deed of sale is made on the the day of..... Nineteen hundred seventy four between [Rajasthan State Industrial

Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] hereinafter called the Vendor which expression shall unless excluded by or repugnant to the context include his successors in office or permitted assigns to the first part and M/s (1) through their sole Proprietor Shri son of aged caste.....resident of.....(2) Partnership firm having (1) Shri son of aged caste resident of and (iii) son of.....aged.....caste..... resident of as partners, through their partner Shri son of aged caste resident of..... (3) A limited or private limited company through its Managing Director Shri son of aged caste..... resident of (hereinafter called the 'Vendee' which term shall unless excluded by or repugnant to the context include his heirs, successors, executor, administrators and assigns of the second part. Whereas the Vendee who is already in possession of Shed No..... situated in Industrial Estate and more particularly described in the Schedule hereto on lease basis and has now opted with effect from for allotment of shed on out-right sale basis in accordance with Rule 13 of the Rajasthan State Aid to Industries (Allotment of Sheds in Industrial Estate) Rules, 1964 and the Vendor has agreed to allot the same on out-right sale basis. And whereas it has been agreed between the Vendor and the Vendee that the part of land covered by aforesaid shed shall be on lease basis under the Rajasthan Industrial Areas Allotment Rules, 1959 in favour of the Vendee. Now this deed witnesses as under :-

- 1. That the Vendor hereby convey, transfer and sell all the right, title and interest heretofore vested in the Vendor of the shed No.....situated in Industrial Estate particularly more described in the schedule annexed hereto with effect from in favour of the Vendee for a consideration of Rs.....(Rupees.....) only.**
- 2. That the consideration money of Rs.....(Rupees) only has been paid by the Vendee to the Vendor the receipt of which the Vendor hereby acknowledges.**
- 3. That the physical possession of the shed shall be treated to have been delivered to the Vendee on outright sale basis with effect fromas opted by the Vendee.**
- 4. That the land on which the aforesaid shed has been built shall be on lease basis with the Vendee. The Vendee has executed a registered lease deed for the same in favour of the Vendor, the owner of the land.**
- 5. That the Vendee shall be the absolute owner of the aforesaid demised shed.**

6. That the shed shall be used for setting and running of a small scale industry for which it is allotted and for no other purpose.

7. That additions and alterations, if any, may be made in the shed by the Vendee at his cost with the prior permission of the Corporation.

8. That the Vendee shall not let, under-let or otherwise alienate or transfer or part with the shed or any right, interest therein except as provided hereunder :

(i)The shed can be transferred within a period of ten years from the date of allotment with the prior approval of the Corporation in writing and on payment in lump sum of twice the cost of the shed or the market value of the shed to be determined in consultation of Public Works [Dy. Director (Infra)/Resident Engineer of the Corporation] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).] or any other authority of the Government whichever is higher. The cost already paid will be adjusted against this amount.(ii)That shed can be transferred after ten years from the date of allotment without any further payment towards cost with the prior permission of the Corporation:Provided further that the Vendee shall have the right to mortgage the demised shed and to assign or mortgage the leasehold rights demised in respect of the land covered by the shed in favour of a financial Institution or any Bank and said financial Institutions or institutions or Bank will be at liberty to enforce their rights as Mortgagee under the law and convey a good title to the demised property.

9. That all the taxes, water and electricity charges and other dues including the Property tax payable on the said shed shall be paid by the Vendee.

10. That the Vendee shall pay to the Vendor service charges as are fixed by the Vendor in lieu of the services such as conservancy and street lighting to be rendered by him in the Industrial Estate where the sheds is located.

11. That in case any default is made by the Vendee in respect of any of the terms & conditions as aforesaid the said plot of land covered by shed shall revert to the Corporation and the Vendee shall have to remove therefrom at his cost all the building and structures, provided that in case the Vendee has mortgaged the aforesaid shed and assigned or mortgaged the leasehold rights of the land covered by the shed as mentioned in clause VIII, the same shall be vested in the Mortgagee.

12. That the cost of Stamps and registration of the deed shall be borne and paid by the Vendee.

In witness whereof the parties hereto have set their respective hands on the date mentioned against their signatures.[Signature for and on behalf of the Rajasthan State Industrial Development and Investment Corporation Ltd.] [Substituted by Amendment Notification No. F 4(56), Ind/Gr. 1/79 dated 29-5-1980; R.G. Extraordinary, Part IV-C(I). dated 3-6-1980, Page 81(1).]

Witnesses :

- 1 Vendee.
- 2 Vendor.

of The Shed

Shed No.....in the Industrial Estate.....bounded on North by.....on South by.....on East by.....and on the West by on an area of Sq. Yds/Ft. having covered area..... Sq. ft. and a compound measuring ft. by ft. bounded by a wall having the following in the compound:-A-Block of bath measuring.....B-Block of latrine.....C-Urinals block measuring.....]