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NOTIFICATION

No. B. 16021/36/2008-IND, the 18th November, 2008. In exercise of the powers conferred by Section-11 of the Mizoram Industrial Area (Management, Regulation & Control) Act, 2008 (5 of 2008) the Governor of Mizoram is pleased to make the following Rules for establishment, management, allotment of sites, assessment of Revenue/Tax on such land and other ancillary matters pertaining to Industrial Area - namely "The Mizoram Industrial Area (Management, Regulation & Control) Rules, 2008"

K. Riachho,
Secretary to the Govt. of Mizoram,
Industries Department.

THE MIZORAM INDUSTRIAL AREA (MANAGEMENT, REGULATION AND CONTROL)**RULES, 2008**

In exercise of the powers conferred by Section- 11 of the Mizoram Industrial Area (Management, Regulation & Control) Act, 2008 (5 of 2008), the Governor of Mizoram is pleased to make the following Rules for establishment, management, allotment of sites, assessment of Revenue/Tax on such land and other ancillary matters pertaining to Industrial Area

1. SHORT TITLE, EXTENT, COMMENCEMENT.

- 1) These rules may be called the **Mizoram Industrial Area (Management, Regulation & Control) Rules, 2008**
- 2) They shall be applicable to Enterprises duly registered or file memorandum with the Appropriate Authority or his authorized representative
- 3) It shall have the like extent as the Act.
- 4) They shall come into force from the date of publication in the Mizoram Gazette.

2. DEFINITIONS :

In these Rules, unless the context otherwise requires:

- 1) "Act" means **Mizoram Industrial Area (Management, Regulation & Control) Act, 2008 (5 of 2008)**
- 2) "Appropriate Authority" means the Director of Industries, Government of Mizoram or his authorized representative not below the rank of General Manager of District Industries Centre, who looks after any one or more of such Industrial Areas
- 3) "Court" means any court of Civil or Criminal in the State of Mizoram.
- 4) "Day" means a period of twenty four hours beginning at midnight.
- 5) "DIC" means District Industries Centre within Mizoram
- 6) "Director" means Director of Industries or his authorized representative
- 7) "Existing SSI Unit" means an Industrial Unit which has taken registration/ File memorandum with the Director of Industries or his authorized representative prior to the commencement of these rules.
- 8) "Government" means Government of Mizoram

- 9) "H&H" means Handloom & Handicraft wing of Directorate of Industries, Government of Mizoram
- 10) "Industrial Area Advisory Committee/Industrial Area Management Committee" means a Committee or body constituted under rule 3 & 4 of the Act
- 11) "Industrial Area" means Industrial Estate, Industrial Growth Centre, Integrated Infrastructure Development Centre, Export Promotion Industrial Park, Food Parks and any other areas declared and notified as such by the Government of Mizoram for Industry and related activities.
- 12) "Land" means all lands either vacant or occupied. It shall also include all benefits arising out of land and things attached to Earth but not include Mineral Oil, Natural Gas and Petroleum.
- 13) "P&ED" mean Power & Electric department under Government of Mizoram
- 14) "PHED" means Public Health Engineer Department under Government of Mizoram
- 15) "Plot" means small area of particular ground within Industrial Area specified for setting up of Industrial Unit.
- 16) "Provisional allotment" means permission given/issued to the industrial unit by the Director of Industries temporarily allowing for construction of industrial work shed for setting up of Industry in the Area for a specific period of time.
- 17) "PWD" means Public Work Department under Government of Mizoram
- 18) "Registration" means Industry registered under/ file Memorandum with the Director of Industries, Government of Mizoram or his authorized representative.
- 19) "Shed" means structure of building or storing building constructed within Industrial Area.
- 20) "State" mean State of Mizoram
- 21) "Tenant" means one who holds plot of land in the Industrial Area duly executing the Lease Deed Agreement annexed to this Rule.
- 22) "Undisputed right" means right and privileges not allowed to be challenged in a Court of Law of any view for Justice by any person/firm
- 23) "ZIDCO" means Zoram Industrial Development Corporation

3. APPROPRIATE AUTHORITY:

There shall be Appropriate Authority for the existing Industrial Area as below and the Government may, by notification appoint Appropriate Authority for the new Industrial Area declared from time to time

- 1) Industrial Estate, Zuangtui : Director
- 2) Industrial Growth Centre, Luangmual : Director
- 3) Export Promotion Industrial Park, Lengte : Director

- 4). Integrated Infrastructure Development Centre, Pukpui : General Manager, DIC Lunglei.
- 5). Integrated Infrastructure Development Centre, Zote : General Manager, DIC Champhai.

4. INDUSTRIAL AREA ADVISORY COMMITTEE:

- (1). There shall be a Committee called 'Industrial Area Advisory Committee' consisting of the following members:
- (i). Chief Secretary to the Govt. of Mizoram - Chairman
- (ii). Secretary to the Government of Mizoram, Industry Department. - Member Secy.
- (iii). Secretary to the Government of Mizoram, Finance Department. - Member
- (iv). Secretary to the Government of Mizoram, Revenue Department. - Member
- (v). Adviser, Planning Department Government of Mizoram. - Member
- (vi). Engineer-in-Chief, PWD, Government of Mizoram - Member
- (vii). Engineer-in-Chief, P&ED Government of Mizoram - Member
- (viii). Engineer-in-Chief, PHED Government of Mizoram - Member
- (ix). Principal Chief Conservator of Forest Government of Mizoram - Member
- (x). Chairman, State Pollution Control Board, Mizoram - Member
- (xi). Director of Industries, Government of Mizoram - Member
- (xii). Joint Director of Industries, Government of Mizoram - Member
- (xiii). Not more than two representative of Industries Association appointed by Government - Member

(2). TERM OF REFERENCES:-

- (i). The term of the representatives of Industries Association shall be two (2) years from the date of appointment. Any casual vacancies before the expiry of the term shall be filled up by the Government.
- (ii). The Committee shall meet as and when proposal for declaration of Industrial Area within Mizoram is received by the Department.
- (iii). The Committee shall determine the establishment of New Industrial Area in any part of Mizoram
- (iv). The Committee shall advise the concerned Department for issue of required order and certificate and essential Infrastructure to the New Industrial Area
- (v). The committee shall advise the Government for making necessary rules under the Act.
- (vi). The Committee shall consider any subject put up to it by the Industrial Area Management Committee.
- (vii). 7(Seven) members will form the quorum.

5. INDUSTRIAL AREA MANAGEMENT COMMITTEE:

- (1) There shall be a committee called 'Industrial Area Management Committee' for each and every existing Industrial Area declared by Government and new Industrial Area declared from time to time by Government as follows;

A. Industrial Estate, Zuangtui :

- (i). Secretary to the Government Industries Department. - Chairman
- (ii). Director of Industries, Government of Mizoram - Member Secy.
- (iii). Joint Director of Industries, Government of Mizoram - Member
- (iv). Joint Director of Industries (H&H) Government of Mizoram - Member
- (v). General Manager, DIC, Aizawl - Member
- (vi). Scheme Officer (Infra) Directorate of Industries - Member
- (vii). Representative nominated by PWD not below the rank of Executive Engineer - Member
- (viii). Representative nominated by PHED not below the rank of Executive Engineer - Member

- (ix) Representative nominated by P&ED not below the rank of Executive Engineer - Member
- (x) Not more than two representative of Industries Association appointed by Appropriate Authority. - Member

B. Industrial Growth Centre, Luangmual :

- (i) Secretary to the Government Industries Department. - Chairman
- (ii) Director of Industries, Government of Mizoram - Member Secretary.
- (iii) Joint Director of Industries, Government of Mizoram - Member
- (iv) Joint Director of Industries (H&H) Government of Mizoram - Member
- (v) General Manager, DIC, Aizawl - Member
- (vi) Scheme Officer (Infra) Directorate of Industries - Member
- (vii) Representative nominated by PWD not below the rank of Executive Engineer - Member
- (viii) Representative nominated by PHED Not below the rank of Executive Engineer - Member
- (ix) Representative nominated by P&ED not below the rank of Executive Engineer - Member
- (x) Not more than two representative of Industries Association appointed by Appropriate Authority. - Member

C. Export Promotion Industrial Park, Lengte :

- (i) Secretary to the Government of Mizoram Industries Department - Chairman
- (ii) Director of Industries; Government of Mizoram - Member Secretary.
- (iii) Joint Director of Industries, Government of Mizoram - Member
- (iv) Joint Director of Industries (H&H) Government of Mizoram - Member
- (v) General Manager, DIC, Aizawl - Member

- (vi). Scheme Officer(Infra)Directorate of Industries - Member
- (vii). Representative nominated by PWD not below the rank of Executive Engineer - Member
- (viii). Representative nominated by PHED not below the rank of Executive Engineer - Member
- (ix). Representative nominated by P&ED not below the rank of Executive Engineer - Member
- (x). Not more than two representative of Industries Association appointed by Appropriate Authority. - Member

D. Integrated Infrastructure Development Centre, Pukpui :

- (i). Deputy Commissioner, Lunglei - Chairman
- (ii). General Manager, DIC, Lunglei - Member Secy.
- (iii). Representative nominated by PWD not below the rank of Executive Engineer - Member
- (iv). Representative nominated by PHED not below the rank of Executive Engineer - Member
- (v). Representative nominated by P&ED not below the rank of Executive Engineer - Member
- (vi). Functional Manager, DIC, Lunglei - Member
- (vii). Representative of Directorate of Industries - Member
- (viii). Not more than two representative of Industries Association appointed by Appropriate Authority. - Member

E. Integrated Infrastructure Development Centre, Zote :

- (i). Deputy Commissioner, Champhai - Chairman
- (ii). General Manager, DIC, Champhai - Member Secy.
- (iii). Representative nominated by PWD not below the rank of Executive Engineer - Member
- (iv). Representative nominated by PHED not below the rank of Executive Engineer - Member
- (v). Representative nominated by P&ED not below the rank of Executive Engineer - Member

- (vi) Managing Director, ZIDCO Ltd - Member
 - (vii) Functional Manager, DIC, Champhai - Member
 - (viii) Representative of Directorate of Industries - Member
 - (ix) Not more than two representative of Industries Association appointed by Appropriate Authority. - Member
- (2) The Chairman may co-opt any official whose presence in the committee is found essential for the purpose of making decision by the meeting.

(3) TERMS OF REFERENCE

- (i) The committee shall make recommendation for allotment or cancellation of plot/ shed to the Appropriate Authority, who shall give allotment of plot to Enterprise or cancel in accordance with the New Industrial Policy of Mizoram 2000.
- (ii) The Committee shall make recommendation for allotment fee and annual lease rent to be paid by the tenant to the Government.
- (iii) The committee shall prescribe the design and specification for construction of factory shed according to the type of Industry.
- (iv) The committee shall consider essential infrastructure that may be provided to the Enterprise within the Industrial Area.
- (v) The committee shall consider any dispute that arises in respect of encroachment of the Industrial Area and also dispute arising between the Enterprises within the Industrial Area of their respective jurisdiction.
- (vi) The committee shall consider any other matter in respect of Management of the Industrial Area that may arise from time to time.
- (vii) The committee shall consider the breach of deed of lease and shall make recommendation to Appropriate Authority to take necessary action according to the terms and conditions of the deed of lease as at Annexure 'B' of this Rule.
- (viii) The Committee shall refer to the Industrial Area Advisory Committee any matter which is felt expedient for their consideration.
- (ix) 6(Six) members will form the Quorum

- (4) Government, by Notification may form similar committee (s) for the newly declared Industrial Area (s)

6. **MISCELLENOUS:-**

- A. **MODE OF SUBMITTING APPLICATION:** Application for applying a plot of land in any Industrial Area shall be submitted in duplicate to the Appropriate Authority of the respective Area Management Committee in a prescribed form attached herewith at Schedule 2.

Provided that the Government may review the form from time to time.

- B. **ALLOTMENT OF PLOTS/SHED AND PAYMENT OF FEES :** Plot or Shed shall be allotted to the tenant by the Appropriate Authority keeping in view the group interest of the tenants and in accordance with norms adopted by the concerned management Committee. No tenant shall have the right to choose the location of the plot or shed. Tenant should pay one time allotment fee as prescribed by the Government which is in force at the time of allotment within one month from the date of execution of the lease deed and annual lease fee as prescribed from time to time by the Government.

- C. **WATER & ELECTRICITY :** Service connection charges of Energy and Water and consumption charges thereof etc. levied by concerned Departments shall be borne by tenants in accordance with the terms & conditions of the respective concerned departments.

- D. **PLOTS OCCUPIED UNDER PROVISIONAL ALLOTMENT :** All provisional allotment of Industrial plots or shed issued by Director of Industries or any other authority before the commencement of these Rules shall be subjected to review by the respective Industrial Area Management Committee and on whose recommendation, the Appropriate Authority shall regularized or cancel such provisional allotment on the merit of each case.

Schedule-1

(See Rule 5 (3) (vii))

**DEED OF LEASE FOR ALLOTMENT OF SHED/PLOT OF LAND AT INDUSTRIAL
AREA IN MIZORAM**

This Deed of Lease is made at _____ on the ____ day of _____ between _____ representing the Government of Mizoram hereinafter referred to as Appropriate Authority which term shall include its successors in office of the one part and Pi/Pu _____ S/o D/o _____ Proprietor of _____ Micro, Small & Medium Enterprise registered with the Industries Department, Mizoram hereinafter called the 'Entrepreneur' which expression shall include his/her legal heirs or successors of the other part.

Whereas the 'Entrepreneur' has applied to the Appropriate Authority for the grant on lease of a plot of land/ shed described in the schedule hereunder for starting as enterprise under the name and style of M/s _____ for the following activities :-

And whereas the Appropriate Authority has agreed to grant the said plot of land/ shed on lease subject to the Terms & Conditions mentioned below :-

NOW THEREFORE, this Deed witness and it is hereby agreed and declared as follows :-

1. That in consideration of the covenants on the part of the 'Tenant' hereinafter contained, the Government hereby demises to the 'Entrepreneur' all that places and parcels of the land/ shed described in the schedule hereunder for the purpose of constructing a shed or building for industrial purposes only to held such property for a term of 10 (Ten) years from the date of execution of this Deed; provided that at the expiry of the present term the lease may be renewed with mutual consent of both the parties subject to the execution of legally valid documents.
2. In case of violation of any terms and Conditions, Rules and Order, this lease shall stand terminated at once and the Government shall have undisputed right to take over possession of the land without the intervention of Court and without being any way liable for any loss that may be caused to the 'Tenant' thereby.

3. The **'Tenant'** shall strictly abide by the Terms and Conditions herein contain and shall faithfully follow all Rules and Orders that may be passed by the Government from time to time with regard to the Area generally and to the land/ shed hereby leased in particulars.
4. That the **'Tenant'** shall construct a shed or building over the demised land in accordance with the Plan and specification approved by the Appropriate Authority. The **'Tenant'** shall not use the property for any purpose other than the one for which it was created.
5. In the event of death, insolvency or liquidation of the **'Tenant'**, the person on whom the title devolves shall within one month of such death, insolvency or liquidation given notice of such devolution to the Government.
6. The **'Tenant'** will take the possession of the land/ shed on as it is condition and no further demand for any development such as earth cutting or leveling etc. shall be entertained. Any improvement or development of the land is purely the responsibility of the **'Tenant'** provided that the plan for such action shall be approved by the appropriate Authority.
7. Any officer of the Industries Department, Government of Mizoram or any authorised official or authorised persons by the Government shall be entitled at all time to enter upon the property as provided under Section 10 of the Mizoram Industrial Area (Management, Regulation and Control) Act- 2008 (5 of 2008)
8. In the event of cancellation of the Agreement, the **'Tenant'** shall be bound and liable to vacate the allotted land within a period as specified in the cancellation order failing which the **'Tenant'** shall be liable to pay Rs. 500/- (five hundred) per day(or as may be prescribed by the Appropriate Authority from time to time) for unauthorized use and occupation of the property besides any other liabilities provided for in this agreement or in any other land/ shed for the time being in force.
9. In case the **'Tenant'** wants to terminate this agreement on his own accord before the expiry of the period of lease, he shall give notice in writing to the Appropriate Authority in that behalf and in such case the **'Tenant'** shall pay to the Government such amount by way of damages, if any, as may be determined by the Appropriate Authority. The Appropriate Authority will specify the period for vacating the demised land and removal of assets created thereon at the cost of the **'Tenant'**.

10. The Government shall not be responsible for any damage caused to property of the 'Tenant' by natural calamities like earthquake, landslide, cyclone or any other calamities like explosion, fire, riot, etc.
11. The 'Tenant' shall not at any time during the tenure of the lease acquire an absolute or exclusive proprietary rights over the land or claim any such right whatsoever, excepting the right to use the land and the shed in the manner prescribed therein.
12. The 'Tenant' shall duly comply , if applicable with the provisions of the Factories Act, Explosive Act, Trade Union Act, Industrial Dispute Act, The Pollution Control Board Act, Information Technology Act and any other relevant Act or Rules. The 'Tenant' also undertakes to comply with all the directions that might be given by the Government from time to time with regards to the land in question or the business of the 'Tenant'
13. That should the demised land/shed or any part thereof by at any time required by the Government of Mizoram for any purpose, the Government shall be entitled to resume the demised land/shed or such part thereof and on giving 3(three) months advance notice in writing and on expiry of the said lease period may through officer or persons authorised by in that behalf, may re-enter and to take the possession of the said demised land/shed or part thereof and all buildings and structures thereon by paying compensation to the 'Tenant' may be determined by the Government.
14. In the event of the termination of the lease due to the breach of the conditions of the Deed or its misutilisation by the 'Tenant' the assets created by the 'Tenant' on the demise land shall be remove by the 'Tenant' at his own cost within 15 days from the date of issue of termination order by the Appropriate Authority failing which the Appropriate Authority will have undisputed right to dispose off those assets.
15. That notwithstanding anything contained in these Deed of Agreement, the Appropriate Authority may on termination of this Agreement transfer or lease out the property including additions, if any, to any person by private negotiation or public auction, or otherwise at the option of the Appropriate Authority on such terms and conditions as deems fit.
16. The land having been developed for promoting the development of industries and to provide facilities to the 'Tenant' for setting up industries, if during the tenure of this lease any relevant Act is passed by the State Legislature of Mizoram the Terms and Conditions of this Deed will be deemed to have been automatically amended in

accordance therewith and any terms and conditions hereof if found repugnant to such Act of the Legislature will be treated as void and not binding on the parties.

17. The Government reserves the right to impose any further conditions, stipulations or alternations in the covenants herein necessary at any time for the healthy growth of industries in the State.
18. The 'Tenant' shall comply to employ the residents of Mizoram in all classes of services under him in preference to others subject to their suitability.
19. The 'Tenant' shall train, if found necessary, in his industry such number of residents of the State of Mizoram as may be deputed by the Government.
20. All cost and expenses for preparation, execution and registration of this lease will be borne and paid by the 'Tenant'.
21. The 'Tenant' shall during the subsistence of this lease, pay all taxes and charges of every description payable or hereinafter to be come payable in respect of demised land/ shed or building to the concerned authority.
22. Any notice required to be made or given to the 'Tenant' hereunder shall be deemed to have been duly served on him if served by the Government or any other officer, authorised by him in this regard, through post by registered letter, addressed to the 'Tenant' at the address of the business or at the registered office of the firm and failing which it should be affixed at the entrance of the said premises in the presence of two witnesses.
23. The demised land/shed shall be used by the 'Tenant' only for the purpose for which it has been allotted in particular and without prejudice to the said generality, the 'Tenant' shall not :-
 - (i). carry on any business or trade except the particular industry for which the land/ shed has been allotted.
 - (ii). use the land/shed or any part thereof for the purpose of a club, dwelling house, place of amusement, theatre or to carry on business or any retail business or for any offensive trade or business or for any purpose which may, in the opinion of the Government cause nuisance or inconvenience to the public or to any occupant or premises in the neighborhood, do anything which shall cause excessive wear and tear to the roads and accesses to other land, building and

factory sheds belonging to the Department of industries or allotted to other **'Tenant'**.

(iii) form any refused dump of debris or scraps on the road or within the Industrial **Area** but shall keep the land including all vacant ground clean and in good order.

24. The **'Tenant'** is bound to take effective steps on the aforesaid demised land for the establishment of such industry within a period of 6(six) months from the date of signing the lease deed failing which the validity of this lease stands automatically cancelled. The **'Tenant'** should take continuous progressive steps to have commercial production within a period of 2(two) years from the date of lease deed and which should be upto the satisfaction of the Appropriate Authority failing which the validity of the lease deed can be terminated as per provisions of this deed.

25. SCHEDULE OF THE DEMISED LAND/ SHED

A plot of land measuring _____ Sq.m. covered under plot No. _____ at _____ Industrial Estate / Centre, Mizoram.

The land is bounded

on the North by : _____
on the South by : _____
on the East by : _____
on the West by : _____

In witness whereof the parties hereto have signed the Deed on the date and year respectively mentioned against it.

Signature of the entrepreneur

For and on behalf of the Government of Mizoram

WITNESS

1. Signature : _____
2. Name (in capital letter) : _____
3. Address : _____

1. Signature : _____
2. Name (in capital letter) : _____
3. Address : _____

Schedule-2
(See Rule 6A)

Form No : _____

APPLICATION FOR ALLOTMENT OF INDUSTRIAL PLOT/SHED AT
_____ (Name & Location of Industrial Area)

General Instructions:

1. The filled in application form should be submitted to Appropriate Authority of a particular 'Industrial Area'.
2. Application form should be submitted in Duplicate copies
3. Cost of the application should be Rs 100.(Rupees One hundred).
4. Attested photo copy of memorandum/ Registration Certificate should be submitted along with this application.
5. Attested Photo copy of Voters ID or Family ration card should to submitted.

FORM NO: _____

FOR OFFICE USE ONLY

Date of issue: _____

Nature of Activity: **Manufacturing/ Service**

Category of enterprise: **Micro / Small / Medium**

Enterprise Registration / Memorandum No: _____

Form No : _____

Part-I
(to be filled by the entrepreneur)

1 Name of Applicant: _____

2. Address for communication:

i) Street: _____

ii) City/Town/Village: _____

- iii) House No : _____
 iv) Pin No: _____
 v) Telephone No: _____
 vi) Cell phone No: _____
 vii) E-mail Address: _____
 viii) Web-site: _____
 ix) District: _____

3. Whether proposed or existing unit : Proposed/ Existing

if existing, detail address of the unit:

- a) Street: _____
 b) City/ Town/ Village : _____
 c) House No: _____
 d) Phone No _____ (O) _____ (R)
 e) Cell Phone No : _____

Part-II

4. Name of Enterprise : _____
 5. Category of enterprise : Micro/ Small/ Medium
 6. Nature of activity : Manufacturing / Service / Others
 In case of others, please specify: _____
 7. Whether the unit is ancillary : Yes/ No
 If Yes, give detail: _____

 8. Type of organization : Proprietary/Partnership/Co-operative/ Self Help Group
 9. Product to be manufacture: _____
 10. Service to be provided: _____
 11. Proposed Investment in fixed assets (Rs in lakhs) : _____
 12. Installed Capacity : _____
 13. Area of the plot required: _____
 14. No of ready build shed required: _____
 15. Requirement of Electric Power: _____
 16. Daily requirement of Water: _____

Signature of the applicant
with the unit stamp

.....
cut here.
.....

RECEIPT:

Received Form No _____ on _____ from _____ at

Name of recipient