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NOTIFICATION

No.B. 16021/36/2002-IND, the 2nd September, 2003. In the interest of Public Service, the Governor of Mizoram is pleased to notify the following Rules for establishment, management, allotment of sites, assessment of Revenue/Tax on such land and other ancillary matters pertaining to Industrial Estate in Mizoram as appended herewith to be hereafter known as the "Mizoram Industrial Estate Rules - 2002"

2. This Rules will come into effect from the date of publication in the Mizoram Gazette.

Laima Chozah,
Secretary to the Govt. of Mizoram,
Industries Department.

1. SHORT TITLE, EXTENT, COMMENCEMENT & DURATION :

- (a) These rules may be called the 'MIZORAM INDUSTRIAL ESTATE RULES-2002'
- (b) These rules shall be applicable to Industrial Units duly registered with the Director of Industries, Govt. of Mizoram.
- (c) These rules shall come into force at once.
- (d) These rules shall remain in force until any other rules in this regard is framed by the Government of Mizoram.

2. **DEFINITION :** In these rules unless the context otherwise requires :

- 1) "Government" : Means Government of Mizoram.
- 2) "Estate" : Means an Industrial Estate set up in Mizoram by the Industries Department.
- 3) "Director" : Means Director of Industries or his authorised representation.
- 4) "Registration" : Means Industry registered under Director of Industries, Govt. of Mizoram.
- 5) "Provisional allotment" : Means permission given/issued to the industrial unit by the Director of Industries temporarily allowing for construction of Industrial workshed in the Estate within specific period of time.
- 6) "Undisputed right" : Means rights and privileges not to be allowed challenge to Jurisdiction of Courts of any view for Justice by any person/firm.
- 7) "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.
8. "Industrial Estate Advisory Committee/ Industrial Estate Management Committee" : Means a Committee or body of Committee constituted under rule 3 & 4 of these rules.
- 9) "Day" : Means a period of twenty four hours beginning at midnight.
- 10) "Court" : Means any court of Civic or Criminal in the State of Mizoram and or of High Court Mizoram Branch.
- 11) "Existing SSI Unit" : Means an Industrial Unit which has taken registration with the Director of Industries or his authorised representation prior to the commencement of these rules.
- 12) "Tenant" : Means one who hold plot of land in the Industrial Estate duly executing the Lease Deed Agreement annexed to this Rule.

3. INDUSTRIAL ESTATE ADVISORY COMMITTEE :

There shall be a Committee called 'Industrial Advisory Committee'. The Committee shall comprise the following members :—

- | | |
|--|--------------------|
| 1. Chief Secretary to the Govt. of Mizoram | — Chairman |
| 2. Secretary, Industries Department | — Member-Secretary |
| 3. Secretary, Revenue Department | — Member |
| 4. Secretary L.A.D. | — Member |
| 5. Engineer-in-Chief, P.W.D. | — Member |
| 6. Principal Chief Conservator of Forest | — Member |
| 7. Director of Industries | — Member |

The Chairman may co-opt any official whose presence in the committee is found essential for the purpose of making decision by the meeting.

TERMS OF REFERENCE :

1. The Committee shall meet as and when proposal requiring the decision of the Committee is put up to it.
2. The Committee shall determine the establishment of new Industrial Estate in any part of Mizoram.
3. The Committee shall identify site for the new Industrial Estate, sanction order for issue of land lease certificate and direct concern Department for providing essential infrastructure for the new Industrial Estate.
4. The Committee shall consider any subject put up to it by the Industrial Estate Management Committee.
5. The decisions of the committee shall be final and binding unless it contradicts different Rules and Laws which is in force.

4. INDUSTRIAL ESTATE MANAGEMENT COMMITTEE :

There shall be committee called 'Industrial Estate Management Committee' with the following members :

- | | |
|--|--------------------|
| 1. Secretary, Industries Department | — Chairman |
| 2. Director of Industries | — Member Secretary |
| 3. Joint Director of Industries | — Member |
| 4. Joint Director of Industries (H&H) | — Member |
| 5. General Manager of concerned DIC | — Member |
| 6. Dy. Director of Inds. i/c of the Scheme | — Member |

The Chairman may co-opt any official whose presence in the committee is found essential for the purpose of making decision by the meeting.

TERMS OF REFERENCE :

1. The committee shall make allotment of plot to Industrial unit according to the priority list under Rule-5 of this rule.
2. The committee shall assess and review the rental charge of plot/land as may be required from time to time.
3. The committee shall prescribe the design and specification for construction of factory shed according to the type of Industry.
4. The committee shall be responsible for providing essential infrastructure for the Industrial Unit within the Industrial Estate.
5. The committee shall consider any dispute that arises in respect of encroachment of the Industrial Estate and also dispute arising between the Industrial units within the Industrial Estate.
6. Apart from the above points, the committee shall make decision in respect of Management of the Industrial Estate that may arise from time to time.
7. The committee shall consider the breach of deed of lease and shall take necessary action according to the terms and conditions of the deed of lease as Annexure 'B' of this Rule.
8. The Committee shall, which is consider beyond its power, in any matter relating to the management of Industrial Estate placed to the Industrial Advisory Committee for consideration.

5. **Priority trade for allotment of plot (in accordance with the New Industrial Policy of Mizoram, 2000)**

1. Electronics & Information Technology
2. Bamboo based and Timber based Industries
3. Food & Fruit Processing Industry
4. Textile, Handloom & Handicraft Industries
5. Plantain fibre and hill broom units
6. Oil Extraction
7. Tea, Rubber & Coffee Industry
8. Industrial based of Mines & Minerals
9. K.V.I. Sectors Industries
10. Any other Industries.

6. **MODE OF SUBMITTING APPLICATION :** Application for applying a plot of land in Industrial Estate shall be submitted in duplicate to the Director of Industries, or General Manager, D.I.C., as the case may be in a prescribed form attached herewith at annexure 'A' which may be obtainable from the Director of Industries or concerned District Industries Centre, on payment of Rs. 100/-through Treasury Challan.

7. **ALLOTMENT OF PLOTS :** No tenant shall have the right to choose the location of plot. He shall be allotted plot by the Industrial Estate Management Committee keeping in view the group interest of the tenants and in accordance with sectoral allotment Norms adopted by the Department.
8. **WATER & ELECTRICITY :** Water & Electricity charges etc. levied by other Departments shall be borne by tenants.
9. **STANDARD NORMS & CRITERIA FOR ALLOTMENT OF PLOTS :**
 - (a) Trade of the same nature shall be kept in a common block or area.
 - (b) Unit or Trade engaged in heavy and bulky materials shall be located on or near the main road.
 - (c) Unit or Trade which cause huge amount of wastage shall be located in the lower area.
 - (d) Unit or Trade which are engaged in light materials shall be located in the upper area of estate.
 - (e) Unit or Trade which has engaged roaring and deafening machine shall be located in a secluded portion as far as possible.
 - (f) One plot for one unit, two or more plots for a bigger unit.
10. **PLOTS OCCUPIED UNDER PROVISIONAL ALLOTMENT :** All provisional allotment of Industrial plots issued by Director of Industries or any other authority before the commencement of these Rules shall be subjected to review by the Industrial Estate Management Committee and the decision of the Industrial Estate Management Committee shall be binding on all the concerned individuals or Industrial Units.

Annexure 'A'

**APPLICATION FORM FOR ALLOTMENT OF LAND
IN THE INDUSTRIAL ESTATE/SHED IN THE VERTI-
CAL INDUSTRIAL COMPLEX**

Passport Size Photograph

I/We hereby apply for allotment of land/shed for Industrial purpose in—

I/We submit the necessary information so far it is applicable in the case of my/our industries as under :-

1. Name of Unit : _____
2. Name of Proprietor : _____
3. Postal Address of Proprietor : _____
4. Educational Qualification : _____

5. Experience : _____
: _____
6. Postal Address of Factory/Unit : _____
: _____
: _____
7. Postal Address of Registration Office : _____
: _____
: _____
8. SSI Registration/Other Registration : _____
No. & Date. : _____
: _____
9. Type of Organisation : _____
Individual/Proprietorship/Part-
nership/Co-operative Societies/
Private Limited Company/
Public Limited Company.
(Strike off whichever is not
applicable)
10. Area of Land/shed required Justification : _____
11. Nature of Industrial activity : _____
: _____
: _____
: _____
12. Products to be manufactured : _____
: _____
13. Capacity per day/year : _____
: _____
: _____
14. No. of Workers : _____
15. No. of Shift : _____
16. Date of Commencement of production : _____
17. Date by which—
(a) You propose to start construction : _____
of factory/Unit building : _____
(b) You expect to start production : _____
: _____
18. Power requirement— : _____
(a) For what purpose the electric power : _____
is required ? : _____

(b) List of machinery with hp/K.W. required: _____

1. _____

2. _____

3. _____

(c) Development of load:—

Particulars

Immediate

Power/lighting.
Ultimate state.

I Connected load in KVA : _____

II Expected minimum demand in KVA : _____

III Consumption of electrical units per month. : _____

(d) What will be the connected load : _____

(e) What will be the maximum power demand in KVA : _____

19. (a) Requirement of water for Industrial used in cubic metres per day : _____

(b) Is there any trade affluent problem? : _____
Give details. Give details regarding : _____
quantity of trade affluent discharged : _____
per day : _____

(c) Give details of trade refuse, if any : _____

20. FINANCIAL POSITION

(a) Source of income : _____

(b) Total investment envisaged after completion of the project (existing/proposed): _____

(i) Fixed Capital investment : Rs. _____

(ii) Working Capital requirement : Rs. _____

TOTAL : Rs. _____

21. CONSTRUCTION OF BUILDING (existing/proposed)

(a) Please furnish the details of the construction proposed to be carried out.

(I) Area of factory buildings : _____

(II) Additional building : _____

(III) Requirement of open land : _____

(b) Please furnish lay out plan of the proposed built up area/existing building.

(c) Period within which construction work will be commenced from the date of taking over possession of plot : _____

(d) Period within which construction work will be completed from the date of taking over possession of plot. : _____

If the Industry is a new one, what further steps beyond this application, i.e. orders of machinery, formation of company rising of Capital Technical collaboration, etc. have been taken?

Whether the unit comes under the Factories Act, 1948. If so, give licence No. Regd. No. & Date.

List of machineries to be installed

Cost of Machineries

(a) _____	Rs. _____
(b) _____	Rs. _____
(c) _____	Rs. _____
(d) _____	Rs. _____
(e) _____	Rs. _____

I/We further state that the particulars given above are true and correct to my/our knowledge and belief and that no materials facts have been concealed or withheld.

SIGNATURE OF APPLICANT**ANNEXURE-'B'**

**DEED OF LEASE FOR ALLOTMENT OF PLOT OF LAND AT
INDUSTRIAL ESTATE IN MIZORAM**

This Deed of Lease is made at _____ on the _____ the day of _____
20 _____ between the Governor of Mizoram, representing the Government of
Mizoram hereinafter referred to as "Government" which term shall include its
successors in office of the one part and Pi/Pu _____ S/o D/o _____ full

address-----

a small Scale Industrial Unit registered with the Industries Department, Mizoram hereinafter called the "Tenant" which expression shall include his/her legal heirs or successors of the other part.

Whereas the Tenant has applied to the Government for the grant on lease of a plot of land described in the schedule hereunder for starting an industry under the name and style of M/s----- for the following activities:-

And whereas the Government has agreed to grant the said plot of land 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 Tenant all that places and parcels of the land described in the schedule hereunder for the purpose of constructing a shed or building for industrial purposes only to hold such property for a term of 25(twenty five) 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 Estate generally and to the land hereby leased in particular.
4. That the Tenant shall construct a shed or building over the demised land in accordance with the Plan approved by the Government in writing. Such building/shed shall be constructed in accordance with the specifications of construction of factories only. 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 devolve shall within one month of such death, insolvency or liquidation given notice of such dévolution to the Government.
6. The Tenant will take the possession of the land on as it is condition and no further demand for any development such as earth cutting or levelling etc. shall be entertained. Any improvement or development of the land is purely the responsibility of the Tenant.

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 reasonable time to enter upon the property to view and inspect the same whenever necessary and to ascertain the condition thereof including records and books of accounts maintained by the lease.
8. In the event of cancellation of the Agreement, the Tenant shall be bound and liable to vacate the allotted land deliver to the Government the vacant allotted plot of land free from all obstructions within a period as specified in the cancellation order failing which the Tenant shall be liable to pay to the Government damages at the rate of Rs. 500/- (Five hundred) per day of unauthorised use and occupation of the property besides any other liabilities provided for in this agreement or in any other land 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 Government 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 Government. The Government will specify the period for vacating the demised land and renewal 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 and 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 herein.
12. The Tenant shall duly comply, if applicable with the provisions of 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 or any part thereof be at any time required by the Government of Mizoram for any purpose declared by the State Government to be a public purpose, the Government shall be entitled to resume the demised land or such part thereof and on giving 6(six) 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 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 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 demised land should be removed by the Tenant at his own cost within a period specified by the Government failing which the Director will have undisputed right to dispose off those assets.

15. That not withstanding anything contained in these Deed of Agreement, the Government may on termination of this Agreement transfer of lease out the property including additions, if any, to any person by private negotiation or public auction, or otherwise at the option of the Director on such terms conditions as deems fit.
16. The land having been developed for promoting the development of industries and to provide facilities to the entrepreneur 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 alterations 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 become payable in respect of demised land, shed or building 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 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:—
 - (a) carry on any business or trade except the particular industry for which the land has been allotted.
 - (b) use the land or any part thereof for the purpose of a club, dwelling house, place of amusement, theatre or the carrying on or motor transport 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 Government public or to any occupant or premises in the neighbourhood.

- (c) 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 Tenants.
- (d) form any refused dump of debris or scraps on the road or within the Industrial Estate 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 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 the of lease deed and which should be upto the satisfaction of the Government failing which the validity of the lease deed can be terminated as per provisions of this deed.
25. The Tenant should deposit an amount of Rupees Ten Thousand for each plot of land irrespective of the area of the plot to the Government as allotment fee which is non-refundable at the time of signing the lease deed, which is to be credited to the Government account.
26. The Tenant is also bound to pay annual fee @ Rs. 5/-per square metre which shall have to be cleared within the month of April. The rate of annual fee may be reviewed by the Government from time to time.
27. **SCHEDULE OF THE DEMISED LAND**
 A plot of land measuring _____ Sq. m. covered under plot No. _____ at _____ Industrial Estate within _____ 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 Tenant

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. **Addresses** : _____