



RIICO DISPOSAL OF LAND RULES, 1979

(As Amended up to 30 November, 2016)

Application Form Attached



RIICO DISPOSAL OF LAND RULES, 1979

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RAJASTHAN STATE INDUSTRIAL DEVELOPMENT & INVESTMENT CORPORATION LIMITED

RIICO DISPOSAL OF LAND RULES, 1979

(As amended up to 31st January, 2016)

In exercise of the powers conferred by Article 93 (xv) of the Articles of Association, the Rajasthan State Industrial Development & Investment Corporation Limited (RIICO) hereby makes the following rules, namely:

1. SHORT TITLE COMMENCEMENT AND APPLICATION

- (a) These rules may be called "RIICO Disposal of Land Rules, 1979".
- (b) They shall come into force with effect from 1st May, 1979.
- (c) They shall apply to all the lands transferred to or placed at the disposal of RIICO by the State Government and lands purchased or acquired or otherwise held by RIICO.

2. DEFINITIONS

- (i) "Blood relation" means husband, wife, father, mother, father's father, father's mother, son, daughter, son's son, daughter's son, daughter's daughter, son's daughter, brother, sister.
Note: Son's wife & son's son's wife will be treated at par with blood relative for the purpose of these rules.
- (ii) "Board" means Board of Directors of the Corporation.
- (iii) "Building" means any structure or part thereof meant to be used for industrial, residential, commercial, institutional or any other purpose for which land has been allotted.
- (iv) "Buildings Regulations" means the regulations framed/adopted by the Corporation for purpose of regulating the construction of building on land allotted by the Corporation.
- (v) "Commencement of production" means the date on which an Industrial Enterprise actually commences Industrial Production subject to verification as per norms prescribed in these rules by the Corporation from time to time in this regard.

- (vi) Regarding non-industrial plots the "Utilization of non-industrial plots" means the date when allottee makes the building functional after construction and subject to verification as per norms prescribed in these rules by the Corporation from time to time .
- (vii) "Controlling Officer" means the controlling officer of the unit offices of the Corporation as designated by Managing Director of the Corporation.
- (viii) "Corporation" means Rajasthan State Industrial Development and Investment Corporation Ltd. (RIICO)
- (ix) "Covered area" means the area constructed just above the plinth. If the building is constructed on stilt, then the area constructed just above the stilt will be the basis for calculating the covered area.
- (x) "Economic Rent" means the economic rent fixed by the Corporation for various areas from time to time.
- (xi) Educational Institution shall be the institution which imparts primary/secondary education or degree/diploma and recognized by the State/Central Government or bodies set-up by the Central/State Governments for regulating such educational institutions under relevant law and this will also include the universities established or to be established under the relevant Act of the Central/State Government and also include those institutions/centers established or to be established for skill development/vocational training/institutes imparting certificate courses.
- Definition of 'vocational education or 'vocational education and training' (VET) for the above.
- 'vocational education or 'vocational education and training' (VET) is an education that prepares trainees for jobs or careers at various level from a trade to a craft or a position in engineering, accounting, nursing, medicine and other healing art, architecture, pharmacy, law etc. Craft vocation are usually base on manual or practical activities, traditionally non academic, related to a specific trade, occupation, or vocation. It is sometimes referred to as technical education as the trainee directly develops expertise in a particular group of techniques.
- (xii) "Executive Director" means the executive director of the Corporation as appointed by the State Government from time to time.
- (xiii) "Financial Institution" means Industrial Finance Corporation of India, Rajasthan Financial Corporation, IDBI, ICICI, L.I.C., RBI, HDFC, SIBDI,

NABARD, Exim. Bank, Corporative Banks and other public financial institutions as defined in the Public Financial Institution Act or scheduled banks or private lending agencies and will also include Corporation(s), institution(s) set up by State Government/ Central Government. Specifically to assist and extend loan to specific categories of enterprises such as women, SC's/ST's, ex-servicemen, physically handicapped or any other targeted group of persons.

- (xiv) "Fixed capital investment" means the actual investment made in land, building, plant & machinery and misc. fixed assets by an industrial enterprise in accordance with norms prescribed by the Corporation from time to time.
- (xv) "Foreign Investment Promotion Board" means a body set up by Ministry of Finance Government of India that offers a single window clearance for proposals on foreign direct investment in India.
- (xvi) "Form" means form appended to these rules.
- (xvii) "Government" means the Government of Rajasthan.
- (xviii) "Group Housing" means construction of block of flats/group of houses on such residential plot/site which has an area 5000 sq. M or more and is situated on a road 18.00 meters or more in width or the norms prescribed from time to time by the Corporation for this purpose.
- (xix) "Head of Infra Division" means the head of Industrial Infrastructure division of Corporation as designated by the Management of the Corporation.
- (xx) "Industrial Area" means an area of land transferred to or placed at disposal of the Corporation by the state Government or the land purchased, acquired or otherwise held by the Corporation or reserved or set apart or here after reserved or set apart under any law for setting up an industry or industries including essential welfare and supporting services. e.g Post Office, Labour Colony, Residential Colony/Housing Complex & Township, Educational Institutions, RSEB, Power Station and water and Sewerage facilities, Dispensary or Hospital, Police, Fire service Station, Bank, Weigh Bridge, shops and markets, Cinema, Hotel and Restaurant and Petrol pump as mentioned in Rajasthan Land Revenue (Industrial Areas Allotment) Rules, 1959.
- (xxi) "Infrastructure Development Committee (IDC)" means the Infrastructure Development Committee constituted by the Board of Directors for Infrastructure related matters.

- (xxii) "I.T Industry" shall mean and include:
- (a) "IT software industry/ ITeS industry" means development and production of computer software and IT enabled services (ITeS) such as call centres, medical transcriptions, BPOs, content development, e-commerce and other similar activities.
 - (b) "IT Hardware Industries" would mean production and assembling of computers, peripherals, computer monitors, printers, scanners, modems, hubs, switches, routers, networking equipment's, UPS, earth station, V-SAT, digital switching system, mobile phones, CDMA equipment, electronic exchanges, EPBAX, wireless equipment's, optical fiber cables, battery, use in mobile/CDMA instruments, ATM machines, LAN cable (CAT-5 etc), electronic touch screen.
 - (c) "Advance IT Institutes" would mean institutes offering exclusive courses at least of the level of MCA/BE/M.TECH (IT) / MBA/ MSC (IT) or equivalent standard as recognised by the regulatory authority appointed by Government of India or Government of Rajasthan in this regard i.e. U.G.C., A.I.C.T.E., Technical Education University.
- (xxiii) Lease Rent: As defined at serial no (x) , above
- (xxiv) "Managing Director" means Managing Director of the Corporation appointed by the Government.
- (xxv) "Micro, Small and Medium Enterprise" shall have the same meaning as defined in "**THE MICRO, SMALL AND MEDIUM ENTERPRISE DEVELOPMENT ACT, 2006**".
- a. "Micro enterprise" shall mean where the investment in plant and machinery does not exceed 25 lakh rupees where the enterprise(s) is engaged in the manufacture or production of goods and in case of enterprise engaged in providing or rendering of services the investment does not exceed 10 lakh rupees.
 - b. "Small enterprise" shall mean where the investment in plant and machinery is more than 25 lakh rupees but does not exceed 5 crore rupees where the enterprise is engaged in the manufacture or production of goods and in case of enterprise engaged in providing or rendering services the investment is more than 10 lakh rupees but does not exceed 2 crore rupees.

- c. "Medium enterprise" mean where the investment in plant and machinery is more than 5 crore rupees but does not exceed 10 crore rupees where the industry is engaged in the manufacture or production of goods and in case of enterprise engaged in providing or rendering services the investment is more than 2 crore but does not exceed 5 crore rupees.
- (xxvi) "Modern Bio Technology/ Institute" shall include
- (a) Modern Bio Technology:
- R&D and /or manufacturing activities involving recombinant DNA technology for bio pharmacy, agriculture, health and environment.
 - Areas of genomics, proteomics, bio informatics, and gene cloning.
 - Active ingredient identification and preparations of medicinal and aromatic plants and herb-bio processing.
 - Quality assurance/ quality control labs for recombinant DNA products/ GM products.
 - Production of industrial enzymes.
- (b) Advance BT Institute:
Advance BT institute mean institutes offering M-tech, M.Sc., B.Sc. or recognized equivalent courses in this field only.
- (xxvii) "Overseas company" is a branch or subsidiary of a Company that is incorporated in a country outside the India.
- (xxviii) "Person with Disabilities" means person(s) determined as such under clause 2(i) of the persons with disabilities (Equal opportunities, protection of rights and full participation) ACT 1995 (It shall mean a person suffering from not less than forty percent of any disability as certified by a medical authority.)
- (xxix) "Plot" means a piece of land enclosed by demarcated boundaries.
- (xxx) "Reconstitution of plot" means any change in the area or dimension of two or more plots.
- (xxxi) "Retention Charges" means the retention charges fixed by the Corporation from time to time to be levied while granting time extension for commencement of construction / production /activities for which the allotment of plot is made beyond stipulated time in these rules.

- (xxxii) The premium mean the cost of land being transferred on lease basis for a certain period by the Corporation. "Allotment Rate" means the rate of allotment as may be fixed by the corporation for various industrial area from time to time.
- (xxxiii) Slow moving industrial areas", "**Normal industrial areas**" and "**Saturated industrial areas**" means the areas as categorized & declared by the Corporation from time to time. In this context saleable industrial land means the land available for sale in an area as per the original/revised planning of the industrial area. (item7 of meeting dt 5.9.2011)
- (xxxiv) "Service Charges" means the charges to defray recurring cost incurred on industrial areas towards upkeeping and maintenance which may during the term of lease be assessed, charged, levied or imposed and revised by the lessor on its lessee or its sub-lessee.
- (xxxv) "Settlement Committees" means the Committees Constituted by the Board of the Corporation for settlement of disputes arising out by allotment of land other concerned matters.
- (xxxvi) "Special Category of Entrepreneur" means entrepreneur(s) belonging to Scheduled Castes, Scheduled Tribes, Women and Persons with Disability, Ex-Serviceman and War-Widow or such class of persons included by the Corporation from time to time.
- (xxxvii) "Strip of land" means
- (a) A piece of land adjoining one or more existing plots which cannot be put to an independent use either because it cannot be planned as an independent plot in conformity with the town planning norms or because there can be no proper approach to such piece of land.
 - (b) Any land in possession of an allottee which is in excess of the land actually allotted by the Corporation shall also be deemed to be a strip of land subject to fulfillment of stipulations mentioned in clause (a) above but should not be part of road or water bodies or hills or facility/common area etc.
- (xxxviii) "Subdivision of plot" means division of a parcel or piece of land into two or more parts in accordance with provisions of relevant rules/Building regulations time being in force for this purpose as per these rules.
- (xxxix) "Transfer of land/ lease hold rights" means transfer of full plot/ part of a plot (sub-divided plot) by way of sale, lease, assignment, etc including merger,

acquisition and amalgamation of companies. It will include transfer of plot/land by an individual, firm, company or any other allottee/ lessee as the case may be.

- (xl) "Unit Head" means an officer of the corporation appointed as in charge of a unit office concerned by the Corporation and shall include an officer holding the charges of the Unit Head for the time being .
- (xli) Merger of plots: Merger of allotted land/plot(s) would mean merger of adjoining land/plot(s) held by same entity or by virtue of order of any Court of Law.
- (xlii) Sub-Letting: Sub letting means and include to let out the leasehold premises and/or part thereof by the lessee to his tenant on terms & conditions mutually agreed between them for a certain period with prior approval of the Lessors i.e. the Corporation but ownership rights shall remain with the Lessee himself.
- (xliii) Sub-Leasing: Sub leasing means and include transfer of leasehold rights of any leased property or part thereof, whatever possessed/vested with the Lessee in favour of transferee, with or without any consideration, with prior approval of the Lessor i.e. the Corporation.

Explanations:

- (1) Sub-letting or Sub-leasing shall always be inferred on submission of the instrument/indenture executed between the parties concerned and decision of the Corporation shall be final in this regard.
 - (2) Where the lease purports to be for a term in excess of twenty years or in perpetuity or where the term is not specified, the same shall be treated as transfer of leasehold rights and applicable transfer charges shall be recovered from the applicant. But merely deposition of transfer charges does not create any legal rights in favour of the parties concerned.
 - (xliv) Wherever the word CMD has been used in the RIICO Disposal of Land Rules 1969 but the position of Chief Executive Officer of the Corporation is held by the Managing Director, all the powers vested with CMD shall be exercised by MD. *(Inserted as per item no. 4 of IDC meeting held on 16.12.2010)*
 - (xlv) Effective date for a decision shall be the date of hosting of minutes of the meeting related to the decision on the RIICO website (general observations of the meeting dt. 29.5.2012)
- Note: Terms related to plots, buildings, town planning matters etc. not defined in these rules will have same meaning as contained in the building regulations, subdivision & reconstitution rules and other relevant provisions of the concern local body/ authority/ UIT.

APPLICATION FORM

Entrepreneur desirous of land allotment should apply on the prescribed Form - A, annexed, (which can be obtained from the Corporation against cash payment of ₹ 100 only), along with the following :

- (i) A copy of partnership deed in case of a partnership firm,
- (ii) Memorandum & Articles of Association in case of a Private /Public Ltd. Companies alongwith a copy of certificate of incorporation of the company & the name of the promoters,
- (iii) in case of Limited Liability Partnership (LLP), a copy of agreement alongwith certificate of incorporation and
- (iv) in case of One Person Company (OPC), a copy of certificate of incorporation, Memorandum & Article of Association, name of person to whom company devolve after death or incapacity of the person who makes that company;
 - if readily available with the applicant of above categories mentioned in (i) to (iv), otherwise the same may be given before execution of lease agreement".

(Inserted as per IDC decision taken vide item 6 on 8.1.2001).
- (v) Any other document as may be required by the Corporation.
- (vi) Application fee to be deposited for applying for land allotment for industrial or institutional purposes , which is as under:

Size of plot (Sqm)	Industrial Areas of Jaipur Distt & NCR (₹)	Other Industrial Areas (₹)
Upto 500	2000/-	1000/-
501-1000	4000/-	2000/-
1001-4000	6000/-	3000/-
4001-10000	8000/-	4000/-
10001 and above	10000/-	5000/-

Note: The application fee will be non-refundable and shall be in addition to requisite security/keeness money.

(Inserted in reference to decision of the IDC as taken vide item (6) of its meeting held on 4th February, 2014)

- (vii) Security Deposit & 25% amount of premium for the land area applied for at the prevailing rates, in cash or through Demand Draft payable to "RIICO Ltd."

However, if the applicant pays 100% amount of premium for allotment of plots in non-saturated industrial areas, a rebate of 2% in the allotment rate would be allowed as cash incentive.

- (viii) Land area requirement for the project will be assessed as per guidelines prescribed in the FORM-B-1.

(Inserted as per IDC decision vide item 8 taken on 25.04.2005. Amended as per authorization by the IDC -item 19 dated 17.6.2014)

- (ix) In case of the concessional allotments under the rule 3(A), below, a copy of the requisite certificate.
- (x) During industrial campaigns applicants may be allowed to pay 25% amount of premium in the form of cheque. However, security deposit will only be accepted either in the form of cash or demand draft.

3(A). The Corporation allows up-front concession in the rate of allotment to the following cases of industrial land allotment in unsaturated industrial areas as per details/conditions mentioned below

S.No.	Category	Ceiling of Area (In sqm.)	Concession	Copy of Certificate to be submitted alongwith land application form
1	Member of SC / ST	2000	50%	Caste Certificate issued by competent Revenue Authorities
2.	Electronic Unit	4000	20%	Certificate issued by the Director of Industries as Electronic Industry.
3.	Ex - service Man	2000	25%	Certificate of the Sainik Board.
4.	War Widow	2000	25%	Certificate of Sainik Board certifying that her husband was employee of the Indian Army/ Navy/Air Force and died in war/action.
5.	Disabled Persons	2000	25%	Certificate from the Chief Medical and Health Officer of the District certifying that applicant is a physically handicapped person.
6.	Woman Entrepreneur	2000	25%	No certificate is required. (Amended as per IDC decision taken vide item 7 on 21.2.2004)
7.	Solar Energy Unit	4000	20%	Certificate issued by the Director of Industries mentioning that the project is related to Solar-Energy.

(Inserted and amended as per IDC decision taken vide item 5 & 18 on 7.12.2000 & item 4 on 30.4.2007) Concession percentage in case of categories at 5 & 6 enhanced as per approval of BOD -item 27 of meeting dt. 31.3.2011. Further amended as per IDC decision taken as per item 4 dated 04.08.2015

Note: -

- (i) For entitlement of the concession, required documents will be submitted alongwith land application form. In case of failure, entitlement for the concession will not be considered.
- (ii) The transfer of plot from concessional category to general or other category entrepreneur shall be permitted only after 5 years from the date of commencement of commercial production otherwise the concession shall be recovered alongwith interest and transfer premium shall also be charged as per rules. However in case of allotment to Disabled persons no transfer/sale of the plot will be permissible up-to five years from the date of commencement of production activity.
- (iii) The allottee will be entitled for one category of concession only.
- (iv) The allottee will be entitled for the concession upto the plot area or the ceiling limit, whichever be less.
- (v) The concession as per above table would also be allowed in partnership firms, LLP and private limited companies including OPC where the category of partners/promoters (in case of partnership firms/LLP and private limited companies including OPC respectively), is the same and entire share/shareholding remains with the partners/promoters up-to a period of 5 years after the commencement of production in the plot. However, in case of woman entrepreneur, concession @ 25% in the allotment rate may be allowed if the majority of share/shareholding (51% or more) in Partnership Firms/LLP/Private Limited Companies including OPC remains with the women partner(s) promoter director(s) of the Firm/LLP/ Company for the said period. However, in case of One Person Company, 100% share- holding remains with woman member.
(Amended as per IDC decision taken as per item 20 dated 20.12.2014)
- (vi) Concessions for the categories specified in Rule 3 (A) are applicable for industrial plot allotments for setting up industries only. These concessions would not be applicable to the allotments made under Tatkal Plot Allotment

Scheme or Auction. (Clarified as per IDC decision taken vide item 9 on 4.7.2001)

- (vii) * (a) Reservation of 2% plots for ex-servicemen/ war widows, and 5% plots for women entrepreneurs and SC/ST category entrepreneurs (Inserted as per the Board decision taken on 16.12.2004), of total number of plots up-to ceiling sizes planned in an industrial area shall be kept till the plots up-to ceiling size are vacant. The said reservation of industrial plots for the above various categories will be maintained even after the industrial area gets saturated and allotment of these plots will be made at the prevailing rate of allotment, with the admissible upfront concessions.
- (b) Reservation of 30% plots for Micro, Small & Medium Enterprises in new industrial areas to be developed by RIICO.
- (c) Plots reservation for the Disabled persons:
- i. Reservation of 1% of total no. of plots up-to the ceiling size will be applicable on all existing saturated industrial areas subject to availability of vacant plots up-to the ceiling size i.e. 2000 sqm. provided that the reservation limit of 1% is not exceeded as on 4.8.2015.
 - ii. Reservation of 2% of total no. of planned plot up-to ceiling size i.e.2000 sqm, in new industrial areas to be launched after 01.08.2015.
 - iii. The above mentioned reservation of 2% of total planned industrial plots up-to ceiling size of 2000 sqm., will be kept reserved for a maximum period of 2 years from the date of declaration of industrial area as saturated. Once the area is declared saturated, allotment of remaining reserved plots shall be made by inviting sealed bids from the applicant of disabled category. In case, reserved plots are not disposed of within the above mentioned period of 2 years, then these reserved plots will stand de-reserved and Corporation shall be at liberty to dispose these plots through auction/sealed bids.
 - iv. In special type of industrial parks/projects, this reservation provision shall not be applicable and no right shall be accrued to any disabled person on account of this reservation provision.

- v. No transfer/sale of plot allotted to disabled person will be permissible up-to five years from the date of commencement of production activity.

(Inserted in pursuance of the provision 6.2 of the 'Policy Package for Micro, Small and Medium Enterprises, 2008', announced by the State Govt and as per approval by the IDC w.r.t. item (14) of its meeting held on 15.4.2008. Note appearing earlier at s.no (v), deleted as per approval of IDC vide item 3 of its meeting held on 18.2.11.inserted as per item 31 of the meeting held on 5.12.2011. inserted as per item 19 of the meeting 9.3.2012.Reservation of plots amended vide item 4 of the meeting held on 4.8. 2015)

- (viii) The allottee may keep registered office of the company out of Rajasthan under intimation to the Corporation. *(Decided by IDC vide item 10 on 25.3.2006)*

3 (B). Allotment of land to industry related Research and Development centers:

"Allotment of land for setting up of R&D Centres/ Laboratories, Tool rooms, prototype development centres and institutes for specific disciplines related to industries etc. will be made on prevailing rate of allotment of the industrial area concerned and no rebate in rate of allotment shall be admissible to the allottee. *(Amended vide item (3) of its meeting held on 17.06.2014)*

| Rebate @ 2% in allotment rate shall also be allowed if 100% amount of premium is paid alongwith application form. *(Policy amended as per IDC decisions taken vide item 7 on 12.10.2004).*

3 (C). Rebate on allotment of larger size industrial plot:

(Rule deleted as per decision of IDC vide item (3) of its meeting held on 17.06.2014) However the investment rebate under this rule if any already committed prior to deletion of this rule will be honored- (Item 4 of the meeting 07.10.2014)

3 (D). Allotment of land for nursing homes/hospitals:

The terms and conditions for land allotment for nursing homes / hospitals shall be as under:

1. Rate of Allotment

- (i) In slow moving industrial areas, the rate shall be industrial rate. Concession to members of SC/ST, Ex-Servicemen, War Widows,

Physically Handicapped and Women Category as applicable for industrial plot allotment as per rule 3 (A) shall also be allowed.

- (ii) In normal areas the rate shall be 1.5 times industrial rate. Concession to members of SC/ST, Ex-Servicemen, War Widows, Physically Handicapped and Women Category upto the extent of 50% of the admissible limit as per rule 3 (A) shall also be allowed.
- (iii) In saturated areas the plot shall be allotted through open auction keeping reserve price at minimum 1.5 times of the industrial rate.

2 Area requirement as per bed strength:

S. No.	Size of Nursing Homes / Hospitals (Number of beds)	Area requirement (In sqm.)
(i)	6 to 10	700 to 1 500
(ii)	11 to 20	1500 to 2 000
(iii)	21 to 30	2 000 to 3 000
(iv)	31 to 51	3 000 to 5 000

3 Procedure for allotment

- (i) Allotment in saturated industrial areas shall be made through open auction after publication of an advertisement in a popular newspaper. In other areas allotment shall be made as per normal procedure after receiving complete applications.
- (ii) Unit heads shall make allotment of plot.

4 Eligibility Criteria: Any doctor (minimum MBBS) with two years professional experience or any entrepreneur who shall recruit the qualified staff to operate the nursing home / hospital shall be eligible for land allotment.

5 Implementation Schedule: Nursing home/hospital construction shall start within one year from the allotment and the nursing homes / hospitals will come in functioning with facilities indicated below within three years from the allotment date.

6 Minimum Medical Facilities required with respect to Bed Strength:

- (i) Nursing homes / Hospitals having 6 to 10 beds capacity and set up on plot size of 700 to 1500 sqm. should essentially have an outdoor and indoor facilities. It should be equipped with equipment like ECG Machine, Sterilizers and routine examination equipment.

- (ii) Nursing Homes / Hospitals having 11 to 20 beds set up on plot size 1501 to 2000 sqm. should have regular outdoor and indoor facilities , diagnostic facility , essentially pathology lab to cater to the routine pathology examination , ECG machine and other regular medical check up equipment. The facility should be equipped with minor operation theatre and anesthesia facility.
- (iii) Nursing Homes / Hospitals having 21 to 30 beds set up on land measuring 2001 to 3000 sqm. should have indoor / outdoor facilities , diagnostic facility covering pathology for routine and special investigation and radiology . In Radiology, they should have an X - Ray machine and Ultra - Sonography Machine. Apart from these they should have other routine medical check up equipment. The pathology and radiology departments should be manned by trained manpower. The hospital should also have regular operation theatre and surgical facility and an ICU.
- (iv) Nursing Homes / Hospitals having 31 beds and above should have minimum facilities as indicated at S.no. (iii) above and should also cater to specialized treatment facility .

7. Residential Facilities: The allotted land will be exclusively used for setting up of the nursing homes / hospitals. However, permission for construction of residential accommodation within the allotted plot would be given as per the facility allowed to an industrial plot allottee.

8 Supportive Facilities: Facilities like Drug Store/Medical Shop, Godown, Diagnostic center & Food Center owned by Hospital / Nursing Home may be permitted without premium.

(Amended as per IDC decisions taken vide item 3, 8 & 18 and 8 on 21.5.1999, 8.8.2000, 16.3.2001 respectively & resolution passed by circulation on 7.4.2001, and vide item 7 on 21.3.2002).

3 (E). Allotment of land for setting up of Educational Institutes:

3(E) (i) Definition of Educational Institute:

The expression "education institution" shall be that institution which imparts primary/secondary education or degree/diploma as recognized by the State/Central Government or Agencies set up by these Government for monitoring such educational institutions excluding Private Universities, and also those institutes/centers to be established for skill development/vocational training/institutes imparting certificate courses".

Definition of 'Vocational education or 'vocational education and training' (VET) for the above purposes:

Vocational education or vocational education and training (VET) is an education that prepares trainees for jobs or careers at various levels from a trade to a craft or a position in engineering, accounting, nursing, medicine and other healing arts, architecture, pharmacy, law etc. Craft vocations are usually based on manual or practical activities, traditionally non-academic, related to a specific trade, occupation, or vocation. It is sometimes referred to as technical education as the trainee directly develops expertise in a particular group of techniques.

(Inserted as per item 3 of the meeting dt. 29.5.2012)

3(E) (ii) Terms and conditions for land allotment are as under:

- (i) Land allotment applications would be entertained after informing the plot availability for the purpose through a press release. The allotment rate shall be the rate of allotment prevailing in the industrial area.
- (ii) The interested agency / consortium should have sufficient experience to run similar educational institution in India or abroad. Those having collaboration / franchise arrangement with the Institution of National / International repute would be given due weightage.
- (iii) The minimum level of investment in the coming five years in the plot shall be decided by the committee constituted for deciding the land allotment in consultation with the applicant.
- (iv) The implementing agency should take effective steps for commencement of construction activity within one years from the date of allotment and should start the institute in full swing within three years from the date of allotment, otherwise the allotment will be liable to be cancelled and amount equivalent to keenness money or keenness money deposited, as the case may be, would be forfeited.
- (v) The proposed Institutes should have the approval of the State Government and be got affiliated with the All India Council of Technical Education / Medical Council of India /UGC/ State-Central Education Board/University as the case may be.
- (vi) The fees pattern shall be as per guidelines of AICTE/ ICMR/ State Government/ Supreme Court Orders, State/Central Education Board.
- (vii) The Governing Council/ Board of the Institute should have one Nominee of RIICO/ State Government.

- (viii) The implementing agency/ consortium should have sufficient funds to implement the project. They shall furnish adequate evidence to this effect.
- (ix) Following amount of keeness money for different educational institutes shall be deposited alongwith the application for land allotment:
 - (a) For Schools ^ 5.00 lacs
 - (b) For other educational institute ^ 10.00 lacs

Note- *In case, the cost of land is less than ^ 5 lacs and ^ 10 lacs, for school and other educational institute respectively, then the amount of keeness money will be limited to the total cost of the land.*

(x) Refund / forfeiture of the keeness money will be done as per following procedure:

- (a) In those cases in which the State Government does not issue the NOC to the applicant within six months from the date of allotment then RIICO will refund keeness money without any deductions. The applicant will have to seek NOC within six months from the land allotment date. However, the MD may consider time extension.
 - (b) If the applicant abandons the project or surrenders the land then the amount equivalent to the keeness money will be forfeited.
 - (c) Keeness money shall be refunded after commencement of institute functioning, without interest.
 - (d) No keeness money shall be demanded from allottee institution for taking additional land for expansion of existing institution or for setting up new institution in area.
- (xi) A Committee of the following officers would approve the land allotment:
MD RIICO, Commissioner (Inv. & NRIs) and MD, RFC.
(Amended vide item 16 of the meeting dt. 09.09.2015)
- (xii) The application for land allotment shall be put up before the constituted Committee for approval. On approval, 25% amount of premium (keeness money shall not be adjusted) shall be deposited within 30 days from the date of offer issued. After payment of 25% amount of premium, allotment letter shall be issued without waiting for NOC / Permission from the State Government with the following stipulation for payment of balance amount of premium that

- (a) 75% amount shall be deposited within 60 days from the date of allotment letter issued.
- (b) Rebate @ 2% for payment of premium without availing grace period or before allotment will be allowed as applicable to industrial plots.
- (c) The allottee may opt to pay 75% amount of premium in installments alongwith interest as permitted in case of allotment of industrial plots.
- (xiii) Time extension for making payment beyond prescribed period can be granted as per policy decided for industrial plots.
- (xiv) Rate of service charges: As per the rates applicable for industrial plots.
- (xv) Payment of economic rent and service charges shall be made as per rules applicable in case of allotment of industrial plots.
- (xvi) Maximum/minimum land area to be allotted for the institutions shall be as per the norms fixed by the concerned controlling department/agencies i.e. State/Central Education Board, All India Council of Technical Education, Medical Council of India, UGC etc.

3(E) (iii) Rebate in rate of allotment:

The rebate withdrawn as per decision of IDC vide item (3) of its meeting held on 17.06.2014)

(Substituted as an amended rule, pursuant to approval by IDC vide item 4 of the meeting 4.5.2011 and further vide item 13 of the meeting 9.6.2011)

3(E-1). Land allotment for setting up of Spa Nutrition Training Institutes:

Land may be allotted for setting up of Spa Nutrition Institute as per the following guidelines:

- a) Expression of interest for setting up of Spa and Nutrition Training Institutes in RIICO Industrial Areas would be invited through press release for the plot planned for the purpose.
- b) For setting up of such institutes, the condition of approval of the State Government and affiliation with the AICTE norms would not be applicable.
- c) Reserve price for inviting applications for Spa and Nutrition Institutes would be minimum of 1.5 times of the prevailing industrial rate in the area.

- d) Applications received in response to the press release would be placed before the Committee constituted for land allotment to Technical Institutes / Training Institutes as provided in Rule 3(E) of RIICO Disposal of Land Rules, for approval of land allotment.
- e) Stipulations for land allotment to such Spa and Nutrition Training Institutes shall also be the same as applicable for Technical Institutes / Training Institutes.

(Inserted as per IDC decision taken vide item 21 on 25.3.2006)

3(F). Allotment of land for setting up of a school:

Allotment of land for setting up of a school will be made as per the provisions of the rule 3(E) i.e as per provisions as applicable to allotment of land for setting up of Educational Institutions. *(Substituted as per IDC decision taken vide item 9 on 16.3.2001. Amended as per decision of IDC w.r.t item 4 of its meeting held on 18.2.11)*

3(G). Allotment of land for supportive facilities:

Planned plots for specified supportive promotional activities may be allotted by the Unit Heads as under:

S.No.	Supportive activities / Area of land	Allotment rate
1.	State Government Departments	Prevailing industrial rate.
2.	Central Government Departments & State/Central Govt. Corporations/Undertakings	Prevailing industrial rate or as decided by the IDC on case to case basis.
3.	Individual Housing Plots	2 to 4 times of the prevailing industrial rate. Allotment at a price less than four times, the matter shall be decided by IDC.
4.	Land allotment to private developers for creating group housing facility in RIICO industrial areas.	Through inviting the seal bids (Technical and Financial bids) keeping prevailing industrial rate of the area as reserve price. Detailed policy for allotment of land for the Group Housing is appended to the rules as Form-'H' <i>(Substituted as per approval of IDC - item 12 of the meeting dated 9.6.2011)</i>

5.	<p>Power Distribution/ Transmission Companies (For GSS):</p> <p>(a) 220 KV- 60000 sqm (max.):</p> <p>(b) 132 KV - 35000 sqm.(max.):</p> <p>(c) 33 KV - 3,000 sqm. (max.):</p> <p>Note: <i>Extra land than the above size would be allotted on the prevailing rate of development charges of the industrial area concerned.</i></p>	<p>At a token rate of ^ 1/- per sqm.</p> <p>At a token rate of ^ 1/- per sqm.</p> <p>At a token rate of ^ 1/- per sqm.</p>
6.	<p>Police Outpost upto 1 acre land (with or without building)</p>	<p>At a token amount of ^ 1/-</p>
7.	<p>Industrial Training Institutes (upto 5 acres land alongwith small building shed) (details of schemes to be worked out initially at Sitapura, Neemrana, Bagru, Jodhpur, Udaipur etc.)</p>	<p>On 30 years lease basis (The lease rent and terms and conditions will be decided by IDC)</p>
8.	<p>Other supportive and promotional activities like, Telephone Exchange , Inland Container Depots (ICDs) ,Gem Bourse etc.</p>	<p>At the prevailing industrial rate.</p>
9.	<p>Flatted Factories complexes</p> <p>(i) Up-to 5% covered area would be allowed for essential common facilities like Banks, Administrative block, conference room, post office, dispensary.</p> <p>(ii) For area in excess of 5% but not more than 10% and for activities other than as mentioned above.</p>	<p>At the prevailing industrial rate.</p> <p>IDC is authorized to take decision on the rate to be charged on case to case basis.</p>

10.	P.H.E.D. for erection of Water Supply Scheme for the industrial area itself	Acquisition cost as per saleable land plus 5% overhead charges.
11.	Crèche	At the prevailing industrial rate
12.	Basic Telecom / Cellular Phone Operators (i) For erection of Tower/Mast up-to 150 sqm. (ii) For switching / service center up-to 1000 sqm	The land is allotted with 20% rebate in prevailing rate in the area where plots are not auctioned.
13.	Power plants in private sector	At the prevailing industrial rate
14.	Business Centers	Through auction keeping reserve price at 4 times of industrial rate.
15.	Kerosene Depot on recommendations of Food and Civil Supplies Department, up -to 2000 sqm. area.	At four times of prevailing industrial rate in area with an undertaking to follow precautionary measures for upkeep and safety of depots
16.	(a) Petrol pumps (retail outlet)/LPG godowns to IOC, BPCL, HPCL, private oil companies (like Reliance etc.) or licensees of these companies. (Inserted as per IDC decision vide item 5 on 4.9.2003) (b) Allotment of land measuring upto 1000 sqm. for setting up of LPG Godown, to the war widows who are having license from the oil companies. <i>(Inserted as per item 32 of the meeting 9.3.2012)</i>	(a) At four times of prevailing industrial rate (b) The allotment can be considered in both the saturated and un-saturated areas on the prevailing rate of land allotment with upfront concession @ 25%

17.	Gas authority of India Ltd. for laying of LPG pipeline	At prevailing industrial rate
18.	SPV under SITP in industrial area	With the approval of IDC. <i>(Decided vide item 7 on 21.10.2005)</i>
19.	Industries Department Rajasthan Jaipur, for setting up of calibration tower: upto 500 sqm.	Free of cost with the approval of MD. The department would pay annual economic rent. Service Charges would not be levied. <i>(Decided by IDC by circulation on 16.1.2006)</i>
20.	<p>(i) Allotment of land for CETP under the provision 3.1 of the 'Policy Package for Micro, Small and Medium Enterprises, 2008', announced by the State Govt.</p> <p>(ii) Allotment of land for CETP exclusively for Textile Industries</p>	<p>At 50% of the prevailing rate of allotment of the Industrial Area concerned. <i>(Inserted in pursuance of the decision by the IDC w.r.t. item (14) of its meeting held on 15.4.2008)</i></p> <p>Managing Director can approve allotment of land at a token price of ^ 1/-.</p> <p>Note: Allottees having allotment of land for CETP/RO plant (even on token price/concessional rate) will be allowed to mortgage the allotted land creating equitable mortgage by deposition of lease deed in favour of the financial institution for obtaining financial assistance.</p> <p><i>(Inserted as per item 5 of the meeting 24.5.2013, inserted as per item 4 of IDC meeting dtd. 12.05.2016)</i></p>

21.	Allotment of up to 350 sqm. land, to the Commissioner Industries for setting up of Weights & Measurement Laboratories, as per requirement.	Free of cost. The Department will be exempt from payment of service charges; however, it will pay economic rent (lease rent) as per rules.
22.	Allotment of land for the purpose of setting up of a Government School, if the plot is carved out in the service area (non saleable area).	Managing Director is authorized to approve the allotment of land free of cost, at an annual lease rent (economic rent) of ^ 1/-.
23.	CNG Station	Allotment of land for this purpose will be made at four times of the prevailing rate of allotment of the industrial area concerned. The Managing Director is authorized for allotment of land for this purpose to RSPCL GAIL GAS Ltd. on preferential basis.
24.	Allotment of land to GSPL India Gasnet Ltd for setting up of Receiving Terminal Station (RT Station)	On prevailing rate of allotment of the concerned industrial area. However, the land requirement shall be assessed by the Corporation and would be approved by MD.

(Inserted / Amended as per BOD decision taken vide item 2 on 6.8.98 and IDC decisions taken vide item 7, 4, 4, 14, 5&18 and 4 on 18.11.1998, 21.5.1999, 28.4.2000, 13.11.2000, 7.12.2000 and 14.2.2002 respectively. Sub- rule 3-G-5 amended as per decision by IDC vide item 32 of its meeting held on 15.4.2008 and further amended vide item 14 of the meeting held on 27.2.2009. New proviso at S.No. 21 and 22 inserted as per approval by the IDC vide item 6 & 7 of the meeting held on 15.9.2009. Amended as per item 8 of IDC meeting held on 18.10.2010)) Inserted as per approval of IDC vide item (11) of its meeting held on 17.06.2014.

3(H). Allotment of Land to State / Central Government Departments/Organizations for Residential/ Commercial use- shall be made as under:

1. At two times of the prevailing rate of allotment if the land is put to

residential purpose.

2. At four times of the prevailing rate of allotment if the land is put to commercial purpose.
3. The Managing Director shall decide the nature of activity.

(Inserted as per IDC decision taken vide item 8 on 28.6.1997.)

3(H-1) Preferential allotment of land to Departments/ Undertakings/Organizations of the Rajasthan State Government for industrial purpose.

Preferential land allotment for industrial purpose will be made to the Departments/ Undertakings/ Organizations of the Rajasthan State Government at the following rates;

- (a) Prevailing rate of allotment in unsaturated industrial areas
 - (b) On highest auction rate received for industrial purpose or prevailing rate of allotment of the concerned industrial area, whichever is higher for the saturated industrial areas.
- The Managing Director is authorized for approving the above allotments.

(Inserted as per decision taken by the IDC vide item (15) of its meeting held on 13.5.2014).

3(I-a) Allotment of land to Industries Associations in the industrial areas may be made in the following manner:

1. Land measuring up-to 500 sq. mtr. to one Industries Association in the industrial area, depending upon their representative nature, involvement in industrial development etc. may be allotted for construction of the Association building:
 - (i) At $\hat{\text{₹}}$ 1/- per sqm. if a minimum investment of $\hat{\text{₹}}$ 500 crores has been catalyzed in the area.
 - (ii) At 50% rate of allotment where $\hat{\text{₹}}$ 500 crores investment has not been catalyzed in the area.

(iii) Land over and above 500 sq.mtr. shall be allotted at full prevailing industrial rate.

2 Land for other Industrial Associations may be allotted on the prevailing rate of allotment of the industrial area.

3(I-b) Allotment of land at any single location in the State with in RIICO industrial area to PHDCCI, FICCI, CII and ASSOCEM for construction of office/association building.

Land upto 500 sqm may be allotted at a token amount of ₹ 1/-, at any single location in the State in the industrial areas to PHDCCI, FICCI, CII and ASSOCEM (the organisations presently active in the State) for construction of Association /office building . However, the land in excess of 500 sqm will be allotted at prevailing rate of allotment of the industrial area concerned. The above organisations will be exempted from payment of the service charges. Economic rent (lease rent) will be recovered as per the rules. *(Substituted as per IDC decisions taken vide item 3, 5&18 and 5 on 7.12.2000 and 8.7.2002 and item 12 of meeting dt. 28.5.2010).*

3(J). Allotment of Constructed Bank Building or Land for Bank Building Construction, to Banks shall be made on the following basis:

1. **Constructed Bank Building:** The cost of building shall be calculated on the basis of standing order No. 138 of State Public Works Department or actual expenditure made by the Corporation plus interest thereon for idle period of investment, less depreciation, whichever is higher. The premium of land shall be calculated at four times the prevailing rate of allotment of the area, or reserve price fixed by the Corporation for making auction of commercial plot, whichever is higher.

2. **Land for Bank Building construction:** Land allotment to any bank for bank building construction may be allowed by MD at the reserve price fixed for commercial plot in particular industrial area

(Inserted and substituted as per IDC decisions taken vide item 5, 12 and 4 on 4.9.1995, 22.3.2000 and 8.8.2000 respectively)

3 (K). Allotment of land to Khatedars against the land acquired from it for setting up of industrial areas:

Khatedars may opt to take allotment of developed land in lieu of cash compensation of the land acquired from these Khatedars. The developed land will be allotted to such Khatedar in accordance with the procedure/guidelines/norms etc. as may be decided by the Corporation from time to time and as prevalent at the time of declaration of the award by the Land Acquisition Officer (LAO) concerned.

3 (L). Allotment of Land to I.T. Industries in IT Parks/ designated IT Zones:

Land allotment under a special land package for setting up of various IT industries as defined below/ Institutes will be made at the rate of allotment prevailing in the area. After stipulated minimum fixed investment made by the plot allottee on the allotted plot within the period stipulated for investment in the package (*Amended as per IDC decision taken vide item 5 on 27.12.2004*), the following entitled land rebates shall be reimbursed by RIICO to the eligible allottees:

- 1. Very Prestigious Investment - in IT Software, ITES and IT Hardware -** For the industry which is set up on the allotted plot by any company with a minimum fixed investment of $\text{^} 10$ crores or by a fortune 500 company, within a period of 3 years, entitled land rebate shall be @ 60% of the plot allotment rate.
- 2. Prestigious Investment - in IT Software, ITES and IT Hardware -** For the industry which is set up on the allotted plot with a minimum fixed investment of $\text{^} 1$ crore within a period of 3 years, entitled land rebate shall be @ 50% of the allotment rate for the plot upto maximum of 5 acres area.
- 3. General Investment - in IT Software, ITES and IT Hardware -** For the industry which is set up on the allotted plot with a minimum fixed investment of about $\text{^} 10$ lacs per 500 sqm. land and $\text{^} 2$ lacs for every subsequent 100 sqm. within a period of 3 years, entitled land rebate shall be @ 25% of the allotment rate for the plot upto maximum of 2000 sqm. area.
- 4. Advanced IT Institutes-** For the institute which is set up on the allotted plot with a minimum fixed investment of $\text{^} 5$ crores within a period of 3 years, entitled land rebate shall be @ 25% of the allotment rate for the plot upto maximum of 5 acres area. Advanced IT Institutes would mean institutes offering exclusive IT courses atleast of the level of MCA /BE / M.Tech (IT) /MBA (IT) /MSC (IT) or of a recognized equivalent.
- 5. General Computer Training Institutes-** No rebate in the allotment rate shall be allowed. However, RIICO may consider land allotment upto maximum of 2000 sqm. on prevailing rate provided unit makes fixed investment of about $\text{^} 5$ lacs per 500 sqm. land within 3 years period.

Notes-

- a) Production activities will need to be started within three years from the date of possession or from the date of lease deed execution, whichever is earlier.
- b) The minimum fixed investment should be made within 3 years from the date of possession or from the date of lease deed execution, whichever is earlier.
- c) An undertaking / certificate shall also be submitted by IT unit every year for the use of land for the purpose the land is allotted.
- d) Fixed investment shall mean investment in land, building, computers, printers, scanners, plotters, licensed software's, EPABX, networking equipment, UPS, DG-Sets, CVT"s, AC, LAN Cable and other equipment and furniture.
- e) In case of failure to observe the terms and conditions regarding investment and time schedule mentioned in the package, the concessional amount shall be recovered from allottee with interest from the date on which concession amount has been reimbursed.
- f) In each case the decision of RIICO shall be final as to what qualifies as IT Industry/ Institute for the purpose of above said incentive.
- g) For reimbursement of the concessional amount, the plot allottee would be required to inform RIICO office by a registered AD letter sent prior to the scheduled date regarding the investment made on the plot. After verification by the Unit Head, the cheque or rejection letter, as the case may be, will be sent by RIICO within 30 days by registered AD letter.
- h) No other rebates / incentives shall be given to these (all above) IT industries. Land rebates as mentioned above shall not be available in institutional area within Sitapura industrial area at Jaipur.

Definitions of IT Industry

a) IT Software /ITES Industry:-

This would mean development and production of computer software and IT Enabled Services (ITES) such as Call Centres, Medical Transcriptions, BPOs, Content development, E-commerce and other similar activities.

b) IT Hardware Industry:-

IT hardware industry would mean production and assembling of computers, peripherals, Computer Monitors, Printers, Scanners, Modems, Hubs, Switches, Routers, Networking equipment's, UPS, Earth Station, V-SAT, Digital Switching

Systems, Mobile phones, CDMA equipment, Electronic Exchanges, EPABX, Wireless equipment's, Optical Fiber Cables, battery use in mobile/CDMA instruments, ATM machines, LAN Cable (CAT-5 etc.), electronic touch screen. (Revised as per IDC decision taken vide item 5 on 12.10.2004)

Note : Upfront rebate allowed in rate of allotment to IT Units shall be recoverable on transfer of plot even transfer is taken place from IT to IT Unit irrespective of conditions mentioned in the allotment letter, in case, transfer takes place before five years from the date of commencement of production. (IDC vide item no. (10) in its meeting held on 20.12.2014)

3 (M). Allotment of land to Bio Tech and Bio Informatics Industries in BT Parks and other selected industrial areas:

Land allotment under a special land package for setting up of various Bio-Tech and Bio-Informatics industries including projects covered under Modern Bio Technology, will be made at the rate of allotment prevailing in the area. After stipulated minimum fixed investment made by the plot allottee on the allotted plot within the period stipulated for investment in the package (Amended as per IDC decision taken vide item 5 on 27.12.2004), the following entitled land rebates shall be reimbursed by RIICO to the eligible allottees:

- 1. Major Bio Technology and Bio Informatics Companies** (annual turn over of more than ₹ 100 crores in this field as per the latest audited balance sheet) - For the industry which is set up on the allotted plot with a minimum fixed investment of ₹ 10 crores within a period of 4 years from the date of allotment in a specially designated Bio Technology parks/ zones, entitled land rebate shall be @ 60% of the allotment rate for the plot upto maximum of 10 acres area.
- 2. General Bio Technology and Bio Informatics Units-** For the industry which is set up by any entrepreneur on the allotted plot in a specially designated Bio Technology parks/ zones with a minimum fixed investment of ₹ 15 lacs per 1000 sqm. within a period of 5 years, entitled land rebate shall be @ 40% of the allotment rate for the plot upto maximum of 5 acres area. Additional discount of 10% on allotment rate may also be allowed if the plot allottee commences commercial production within 3 years from the date of allotment.
- 3. Advanced Bio Technology and Bio Informatics Institutes** - For the institute which is set up on the allotted plot in a specially designated Bio Technology and Bio Informatics zones with a minimum fixed investment of ₹ 5 crores within a

period of 3 years and commences operation within 3 years from the date of possession or from the date of lease deed execution, whichever is earlier, entitled land rebate shall be @ 50% of the allotment rate for the plot upto maximum of 5 acres area.

Advanced BT Institutes would mean institutes offering M.Tech, M.Sc, B.Sc or recognized equivalent courses in this field only.

4. **General Bio Technology and Bio Informatics Training Institutes-** No rebate in the allotment rate shall be allowed. However, RIICO may consider land allotment in any industrial area on the rate prevailing in the area.
5. **Bio-Technology Industries outside the Bio-Technology Parks in Identified Industrial Areas -** For the Bio Technology industries which is proposed to be set up outside the Bio Technology Parks in the Identified Industrial Areas, entitled land rebate shall be @ 10% of the allotment rate for the plot upto maximum of 4000 sqm. area **and the amount shall be reimbursed after construction covering at least 20% plot area with roof laying within two years period.**

Land allotment for setting up a Corporate and Registered headquarter for Major Biotechnology Companies: In pursuance to State Biotech Policy 2004, land at prevailing rate in the area may be allotted for setting up of Corporate and Registered headquarters for Major Bio Technology National and Multinational companies in Rajasthan. Creation of residential accommodation upto 20% of utility area may be allowed with the approval of IDC. Land rebate @50% of the allotment rate may be reimbursed to first five companies (pioneering units) in Rajasthan, on construction of the building covering atleast 20% of the plot area with pucca structure where roof has been built up within a period of three years from the date of possession or from the date of lease deed execution, whichever is earlier. The policy related to above mentioned rebate would be reviewed after one year in case first five companies do not avail the facility by then. *(Inserted as per IDC decision taken vide item 5 on 27.12.2004)*

Notes-

- a) In case of failure to observe the terms and conditions regarding investment and time schedule mentioned in the package, the concessional amount shall be recovered from allottee with interest from the date on which concession amount has been reimbursed.
- b) In each case the decision of RIICO shall be final as to what qualifies as Bio-Tech Industry / Institute for the purpose of above said incentive.

- c) For reimbursement of the concessional amount, the plot allottee would be required to inform RIICO office by a registered AD letter sent prior to the scheduled date regarding the investment made on the plot. After verification by the Unit Head, the cheque or rejection letter, as the case may be, will be sent by RIICO within 30 days by registered AD letter.
- d) A committee of F.A., Advisor (Infra), Sr. DGM (ID-Tech) and DGM (F-IP&I) shall identify industrial areas based on pace of allotment and put up to MD for approval, so that 10% rebate on prevailing rate of allotment subject to maximum of 4000 sqm. may be allowed.
- e) No other rebates / incentives shall be applicable to these projects.
- f) Definition of Modern Bio Technology:
- R&D and /or Manufacturing activities involving recombinant DNA Technology for bio Pharma, Agriculture, Health and Environment.
 - Areas of Genomics, Proteomics, Bio-informatics and Gene-Cloning.
 - Plant Tissue Culture research and development (Land upto maximum of 4000 sqm. may be allowed).
 - Active ingredient identification and preparations of Medicinal and Aromatic Plants and Herb- Bio processing.
 - Quality Assurance/ Quality Control Labs for recombinant DNA products/ GM Products.
 - Production of Industrial Enzymes.
- g) The cases for land allotment to Bio-Technology projects in Bio-Technology Parks and Identified Industrial Areas shall be put up to the Committee of GM(BP), Advisor (Infra), F.A. and Sr. DGM(ID-Tech)- Member Secretary for view on project classification as Modern Bio-Tech or conventional Bio-Tech and to determine the permissible land rebate. MD is also authorised to review and make necessary changes in the guidelines for providing RIICO land for Modern Bio-Technology units from time to time. (*Revised as per IDC decision taken vide item 5 on 12.10.2004*)

3 (N). Allotment of land to Rajasthan Co-operative Dairy Federation:

Land allotment up-to 1000 sqm. may be made in industrial areas for development of Milk Parlours to be set-up by RCDF, on payment of premium at the prevailing rate of allotment.

(Inserted as per IDC decision taken vide item 5 on 27.12.2002).

3(O). Allotment of land for setting-up of fire fighting stations in industrial areas:

The land measuring upto 4,000 sqm. may be allotted to statutory bodies like Municipalities/Nagar Nigams etc. for setting-up of fire fighting stations in industrial areas on payment of token amount of ₹ 1/- and these bodies shall be exempted from payment of security money and annual service charges. However, land allotment measuring up-to 4000 sqm. to non-statutory bodies like Industries Association etc. for setting-up of fire fighting stations shall be made @50% of rate of allotment of the area.

(Inserted as per IDC decision taken vide item 18 on 10.12.2001 and resolution passed by circulation by IDC on 5.2.2002)

3(P). Deleted.

(As per decision by IDC- item 4 of its meeting 4.5.2011)

3(Q). Allotment of land for services in unsaturated industrial areas:

Allotment of land for establishment of services in unsaturated industrial areas shall be made at prevailing rate of allotment of the industrial area concerned and no rebate in rate of allotment shall be admissible to the allottee. The term "services" for the purpose of this rebate shall include, telephone exchange, inland container depots, offices of State/Central Government Department/ Organization, crèches etc. but shall exclude housing colonies to be developed by Rajasthan Housing Board.

(Inserted as per IDC decision vide item 16 on 18.8.2001. Amended as per item 8 of the IDC meeting held on 18.10.2010. Amended as decision of IDC vide item (3) of its meeting held on 17.06.2014)

3(R). Policy for Allotment of land for setting up of warehousing & Logistics:

1. Definition:

Warehousing and logistics mean to develop warehouses for storage of goods (Raw & finished material) and management of the flow of goods and materials, between the point of origin and the point of destination in order to meet certain requirements of the industries/customers such as integration of information flow, material handling, packaging, inventory management and transportation.

2. Rate of allotment:

Warehousing and Logistics is classified as service enterprises. Land allotment for this purpose will be made at **1.5 times** of prevailing rate of allotment of concerned industrial area in unsaturated industrial areas. However, if land allotment is being made in saturated industrial areas then the reserve rate of auction (sealed bids) will be decided by 'Reserve Price Fixing Committee headed by the Managing Director.

3. Procedure for land allotment:

(a) **In unsaturated industrial areas:-** Applications will be invited after advertising the availability of plot in the news papers. In case there being more than one applicants then allotment of plot will be made through draw

of lots.

(b) **In saturated industrial areas:**

In saturated industrial areas, allotments will be made through auction by way of inviting sealed bids, keeping the reserve rate as decided by the 'Reserve Price Fixing Committee'.

(c) **Allotment of land to Central/State Warehousing Corporations:**

Allotment of plot to Central/State Warehousing Corporations in all categories of industrial areas (unsaturated/saturated) will be made on preferential basis at **1.5 times** of prevailing rate of allotment of concerned industrial area.

4. **Planning of plots and Building Parameters:**

Suitable plot(s) for the above purpose shall be planned/earmarked on the roads having ROW 18.00 mtr and above in upcoming industrial areas as well as in existing industrial areas depending upon the demand and location of the industrial area. The building parameters will be applicable as applicable to industrial buildings in the rules. However, the area of plots allotted for warehousing and logistic use will not be included in the ceiling of 15% of non –industrial use in an industrial area.

5. **Approval of Building Plans:**

The land allottee shall be required to get the building plans approved from RIICO before commencement of construction. The Committee headed by MD and having Advisor (Infra), STP/DTP and Unit Head, concerned as members, will approve the same after examination in Town Planning Cell.

6. **Project implementation period:**

The allottee will be required to complete construction and commence the activity of warehousing and logistics within three years from the date of possession or execution of lease deed, whichever is earlier. However, in such allotments, utilization of the land would be deemed, if the construction of warehouses are completed and ready for functional use. For adjudging completion of construction, construction of warehouses in atleast 20% of the total plot area on ground or permitted FAR will be necessary and shall be verified by the Unit Head, concerned.

7. **Sub-letting of the warehouses:**

Sub-letting of the warehouse buildings by the allottee will be permitted for the same purpose without any charges/premium etc. observing the relevant Act of the State. *However, no sub-leasing of warehouse building shall be permitted.*

8. **Transfer of Plot:**

Transfer of allotted land shall not be allowed for other purpose except for '**Warehousing & Logistics**' facility and provisions of the rules as applicable for transfer of industrial plots shall be applicable for such plots.

9. **Parking of vehicles /trucks:** The allottees shall required to submit an undertaking that the vehicle/trucks transporting the material shall be parked within the parking area to be provided by the allottees within its own premises and maximum of two vehicles at a time shall be allowed to be parked for loading/unloading in front of the premises of the unit. Idle parking of truck/vehicle shall not be allowed on the road and/or in the front of the industrial plot/unit. In case of violation on this account, penalty as decided by Corporation on year to year basis, shall be payable, besides taking corrective action.
10. **General terms and conditions of the land allotment:**
Other general terms and conditions will be the same as applicable to industrial plot allottees as per rules.

(Inserted as per IDC decision vide item 15 on 18.8.2001. Amended as per item 8 of the IDC meeting held on 18.10.2010. Further, replaced with amended/ revised policy as per item 4 of the IDC meeting dt. 13.02.2016

3(S). Policy regarding Housing facility to entrepreneurs and industrial labour in various industrial areas developed by RIICO.

The Infrastructure Development Committee of the Board of Directors vide item (3) of the meeting held on 30th April, 2007 have accorded approval to the land allotment policy related to housing facility to entrepreneurs and industrial workers (Managers / labour etc.). The aforesaid policy as approved by the IDC is as under:

- (a) While planning an industrial area, the Corporation should necessarily create a zone of residential plots which will contain residential plots for entrepreneurs / managers etc. A separate zone / block could also be created containing residential plots for group housing and for construction of LIG houses for the purpose of industrial labour residing within the industrial area.
- (b) The plots earmarked for labour housing will be allotted to the unit holders of the area particularly to the entrepreneurs who are running an industry, which is labour intensive. The land will be allotted at a fixed rate to such entrepreneurs who would create group housing or LIG houses for the labour at their cost and the premises could be used for the labour on their terms & conditions. The Corporation will decide building norms for construction of group houses or LIG houses for labour with a view to make the norms rational and supportive to the cause. The industrial plot holder should have commenced production in the industrial unit and have employed more than 20 workers in the industrial unit. The entrepreneur should have also made investment on the land as per the original project report submitted by the entrepreneur at the time of land allotment in terms of plant and machinery and building construction.

- (c) The residential plots planned by the Corporation for the purpose of entrepreneurs / managers etc. will also be allotted to the unit holders of the area at fixed rate on the following eligibility criteria / stipulations:
- i. The industrial plot holder should have commenced production in the industrial unit. The entrepreneur should have also made investment on the land as per the original project report submitted by the entrepreneur at the time of land allotment in terms of plant and machinery and building construction.
 - ii. Transfer of Lease Hold Rights of Residential plots (vacant/constructed/partly constructed) in industrial areas will be permitted in favour of any other allottee of industrial/institutional/commercial plot(s) in the same industrial area irrespective of sale/transfer of respective industrial unit by the seller. The purchaser will be allowed to use the constructed house/residential plot for his own use or for its Managers/Staff etc. as a housing facility. *(Amended as per item 9 IDC meeting dated 11.5.2015, further amended as per item 6 of IDC meeting dtd 12.05.2016)*
 - iii. In case of more than one applicants for a particular plot, preference will be given to the applicant who has employed more number of workers in its industrial unit.
- (d) Land allotment rate for residential plots is proposed to be fixed through the existing reserve price fixing Committee of the Corporation, which is headed by the MD.
- (e) The payment mode will be as per the existing norms of industrial plots i.e. 25% on application and balance 75% within 120 days of the land allotment.
- (f) Construction shall be commenced within six months and completed for use within a period of 3 years from the date of execution of lease-deed or taking possession, whichever is earlier. Delay in commencing and completing the construction activities will attract retention charges as per rule.
- (g) The scrutiny for requirement of area for housing for individual unit would be done based on strength of employees/ executives in each such unit. Priority in allotment shall be given to those entrepreneurs who have more employment in their unit.
- (h) Besides the above, provisions of RIICO Disposal of Land Rules, 1979 will be applicable to these cases also.
- (Substituted as per IDC decision taken vide item 3 on 30.4.2007. Further amended as per item 4 of the IDC meeting held on 18.10.2010)*

3S(1): Allotment of land for construction of dormitories/quarters by the allottees for its workers

- 1.1 Allotment of land for construction of dormitories/quarters by the allottees for its workers will be made in favour of those industrial plot allottees wherein the proposed/existing fixed capital investment is ^ 20 crores or more, and
- 1.2 Number of proposed/working workers is 500 or more.
- 1.3 The rate of allotment of the land will be the prevailing rate of allotment of industrial land of industrial area concerned.
- 1.4 The allotment of land will strictly be for captive use of the allottee of industrial plot. The allotment of land will be made by the unit head with the approval of the Managing Director.
- 1.5 The land area requirement for construction of dormitories/quarters will be assessed by the Appraisal Cell based on the project report submitted at the time of seeking of land by the applicant.
- 1.6 Corporation shall not provide any infrastructure for the allotted plot and the same would be provided by the allottee at his own cost.
- 1.7 Corporation will not provide any infrastructure for sewerage disposal outside the allotted plot. The allottee will have to make its own arrangement for the disposal of sewerage.
- 1.8 The allottee will start construction of dormitory/quarters building after approval of building plans by Advisor (Infra) at HO on recommendation of Town Planning Cell.
- 1.9 Sufficient number of toilets/bathrooms/drinking point should be provided by the allottee on each floor of the building according to provisions specified in National Building Code (NBC).
- 1.10 The standing committee constituted vide office order dt. 12.01.2014 will inspect the building during its construction from time to time. In case, any discrepancy is found in building parameters and terms and conditions of allotment of land, the standing committee will suggest punitive action to be taken against the defaulter allottee.
- 1.11 After completion of building, as per the approved building plans, allottee will obtain a completion certificate from the Corporation so as to ensure that requisite facilities are provided by the allottee in the dormitory/quarters buildings for the

labours. Completion certificate will be issued by the Advisor (Infra) on recommendation of the standing committee.

- 1.12 Time extension for completion of dormitory/quarters building as per prescribed building parameters will be considered as per the provisions of rule 21 of RIICO Disposal Land Rule 1979.
- 1.13 The land allotted for construction of dormitories/quarters will not be allowed for mortgage to any financial institution.
- 1.14 The allotment of land will be on non-transferrable basis. However, in case industrial unit is sold/ transferred to other company, then sale of entire land allotted for dormitories/quarters shall be made either to the purchaser company of the industrial unit or to the other existing industrial unit which requires dormitories for their workers subject to fulfillment of minimum investment and labour criteria.
- 1.15 No sub-leasing of the built up space to the general public / workers will be allowed.

2. Punitive actions on violation of terms and condition of allotment and building parameters:

- 2.1 If the dormitory/quarter buildings are not used for captive use of the allottee of industrial plot, the allotment of land allotted for dormitories/quarters will be cancelled after following due procedure for cancellation.
- 2.2 If allotted plot is lying vacant even after expiry of scheduled period/ extended period for completion of dormitory/quarter buildings then allotment of the said plot will be cancelled after following due procedure for cancellation.
- 2.3 If the building is not constructed with the capacity to accommodate number of workers as approved when the land was allotted within the scheduled /extended period, then difference of prevailing rate of allotment of the industrial area concerned - (minus) allotment rate will be recovered.
- 2.4 In case of violation of building parameters as prescribed vide office order no. 34/2011 dt. 16.12.2011 and violation of provisions specified in National Building Code (NBC), action will be taken against the allottee as suggested by the constituted standing committee or as considered appropriate by the management of the Corporation.
- 2.5 In case of any other violation related to providing minimum infrastructure within the allotted plot, action will be taken against the allottee as suggested by the

constituted standing committee or as may be considered appropriate by the management of the Corporation.

- 2.6 The standing committee comprises of (1). Concerned Unit Head - Member Secretary (2). Concerned Head of Technical Cell (3). Manager (Planning)/DTP

3. Building Regulations:

Building Regulations for this purpose shall be the same as prescribed for 'Construction of residential Flats and Group Housing' in the 'Building Regulations' of the category as is relevant to the case in context of FORM- 'E-2' of these rules.

(Item (5) of the IDC of its meeting held on 13.05.2014 and item34 of the meeting dt 29.5.2013)

3(T). Allotment of land to Rajasthan Housing Board (RHB):

Land allotment to RHB for setting up housing colonies will be made with the approval of M.D. at the rates to be decided by M.D. in consultation with Financial Advisor of the Corporation & RHB authorities. RHB has also been exempted from payment of Security Money and annual services charges. However, development and maintenance of infrastructure in the housing colonies shall be carried out by RHB. *(Inserted as per IDC decision taken vide item 4 on 14.2.2002)*

3(U). Permitting of RIICO buildings/Community Center/Parks for development and maintenance by Association/Society in RIICO industrial areas.

The policy on the captioned subject will be as under :

- 1) The title of land / building shall remain with RIICO. RIICO will not levy any charges on the land / building being used for such facilities, however, any statutory charges/fees if applicable by virtue of operation of law, shall be paid by respective Association/ Society/ Maintenance Agency.
- 2) Construction work of Recreation Club, Community Center building shall be carried out by the respective Association/ Society subject to prior approval of building map from RIICO.
- 3) The building will be used exclusively for social activities and the expenses incurred on development of the land/ construction of building shall be borne by the Association/ Society at its own level.
- 4) Management and maintenance of the building/ park will be carried out by a managing committee constituted either by respective Association/ Society or its members under their respective constitution. However, one officer from RIICO shall be a standing member of such Committee.
- 5) Activities relating to social / public interest only would be carried out in the said building/park/center.
- 6) Bar Room, Restaurant and Guest House shall not be permitted.

- 7) All other charges such as Government Taxes, Electricity Charges, Water Charges, Telephone Charges etc. shall be borne by the concerned Association/ Society and RIICO will not be liable to make payment of such charges.
- 8) The land/building shall be used only for the purpose for which it is allotted, no similar activity/identical activity shall be permissible without prior written consent of the Corporation.
- 9) Requisite licenses/permissions required for operation of activities permitted on land shall be obtained by the respective Association/ Society at its own level and RIICO will not be responsible if any condition of license / permission is breached by them.
- 10) In case of any dispute among members of the respective Association/ Society and managing committee or any outsider, RIICO will not be made a party to such disputes and also not liable for any damages/ losses.
- 11) An undertaking shall be furnished by authorized persons on behalf of respective Association/ Society to the effect that they will abide by the terms and conditions of the allotment and also liable for all type of payments towards operational and maintenance activities of such building/ park etc.
- 12) In case of any dispute between RIICO and allottee/ user/ licensee, decision of RIICO shall be binding on such allottee/ licensee/ Association/ Society and said decision cannot be referred to Civil Court.
- 13) Before permission for use of land/ building/ park for the purpose defined above, keenness money as decided by the Corporation shall be deposited by the applicant Association/Society. In case, any amount is to be paid by RIICO to any other agency towards allotted land/ premises/ park, the amount shall be adjusted from the keenness money.
- 14) The allottee shall be bound to make functional the property within stipulated time failing which the land /premises/ park allotted/ leased shall stand reverted to RIICO and the keenness money so deposited shall stand forfeited.
- 15) RIICO will be free to take over the possession of such building/ center/ park, if, any illegal activity or any contravention of agreement/lease is found to be performed/noticed or after expiry of term of allotment/ lease/ permission.
- 16) Association/Society should be of the allottees of RIICO.
- 17) RIICO will have right to withdraw the permission, if conditions mentioned above are not complied with.
- 18) The assets shall be used only for the purpose for which it is permitted.

The Managing Director is authorized to permit/allot such building/ center/park on

the above terms and conditions to Association/Society/Agency on case to case basis. *(Inserted as per IDC decision taken vide item 6 on 8.7.2002. amended as per item 15 of the meeting 26.4.2012)*

3(V). Allotment of land to Sulabh Complexes : Land may be allotted with the approval of MD on the following broad terms for creation of Sulabh Complexes and other facilities (like drinking water huts, space for garbage collection space for construction of hand pumps, playground for children and other common facilities) required in any industrial area, by any reputed NGO or industries association with its funds and are maintained by the association or NGO as the case may be:

- (i) Title of land shall remain with RIICO (it means no charges will be taken);
- (ii) Construction of the facility shall be commenced by the allottee at its cost after approval of maps from RIICO;
- (iii) Management and maintenance of the facility shall be carried out by a committee of entrepreneurs and officers of the concerned department, which shall also include the representative of RIICO;
- (iv) The constituted committee of entrepreneurs and officers shall also decide charges, rent etc. for allowing the facility to use and will take care for keeping surroundings environmental friendly;
- (v) The facility shall be used only in public interest;
- (vi) Land shall not be used for any other purpose except for the purpose it is set apart.

(Decided by IDC vide item 3 in the meeting held on 12.08 2005)

3(W). Industrial land allotment on 'on going basis' in certain special cases in all the industrial areas.

- 1 Preferential allotment of industrial land will be made in the following cases on 'on going basis' in all the Industrial Areas, dispensing-with the requirement of inviting expression of interest/applications etc. through advertisements in newspapers:
 - 1.1 The industrial projects envisaging minimum fixed capital investment of Rs. 50 crores and unit will provide direct employment to minimum 200 persons. The cost of project means investment on land, building, plant & machinery and misc. fixed assets. However, for evaluation purposes, the cost of land and building should not exceed 30% of the total cost of the project.
 - 1.2 Projects being set up by Non Resident Indians (NRIs)/ Persons of Indian Origin (PIOs), Other Corporate Body (OCB) and also for setting up of IT Industry (Manufacturing & Software Development).
 - 1.3 Projects being set up with 33% or more Foreign Direct Investment (FDI) in

total investment.

2. The land allotments to the applicants/projects as specified above, will be made as under:
 - 2.1 Any proposal under this Rule will be submitted in the prescribed manner in Land Allotment Application Form A- Pref. alongwith Form A-III appended with this Form in these Rules. A Committee headed by Managing Director and comprising following members will have discussions on the proposal directly with the representatives of the applicant company and submit its recommendations with regard to land area requirement, proposed investment and employment to be provided by the applicant company;
 - (i) Financial Advisor or its representative not below the rank of AGM
 - (ii) CGM (BP) or its representative not below the rank of AGM.
 - (iii) CGM (Investment) or its representative not below the rank of AGM.
 - (iv) Advisor (Infra)
 - (v) General Manager (Civil) or its representative not below the rank of RM.
 - (vi) OSD (EM) or its representative not below the rank of RM
 - (vii) Unit head concerned.

(Amended as per decision taken by IDC vide item (3) of its meeting dt. 16.06.2016)
 - 2.2 The proposal will be supported with project report, relevant documents and quotations etc. duly signed by authorized person and demand draft towards the requisite keeness money and processing fee.
 - 2.3 No sale, sub-division, change in land use, transfer of plot shall be permissible before commencement of commercial production and investment of the envisaged amount have been made on the plot/land , as per the project submitted by the applicant at the time of seeking allotment of land under this rule.
 - 2.4 The allotment of land will be approved by a Sub-Committee of the Board comprising of Commissioner Industries, Commissioner (BIP), and Chairman & Managing Director, RFC and Managing Director, RIICO. The quorum of this constituted committee would be three members present in person.

3 Modalities, Explanations and definitions for the purpose of allotment under Rule 3(w):

3.1 Minimum fixed capital investment limit in case of preferential allotment of land under this Rule to the projects being set-up by NRI/PIO/OCB/FDI and IT industry shall be as under:

- (a) Upto 10,000 sqm. - ^ 10.00 crores & will provide direct employment to minimum 50 persons.
- (b) 10,001 to 20,000 sqm. land - ^ 15.00 crores and will provide direct employment to minimum 75 persons.
- (c) Above 20,000 sqm. land - ^ 30.00 crores and will provide direct employment to minimum 100 persons.

3.2 Allotment of land shall be considered subject to fulfillment of other criteria and availability of land.

3.3 Definition of NRI/PIO will be as describe in the Income Tax Act (section-6) and definition of OCB will be as under :

"Overseas Corporate Body" (OCB) means a company, partnership firm, society and other corporate body owned directly or indirectly to the extent of at least sixty percent by non-resident Indian and includes overseas trust in which not less than sixty percent beneficial interest is held by non-resident Indian directly or indirectly but irrevocably and which was in existence on the date of commencement of the Foreign Exchange Management (Withdrawal of General Permission to Overseas Corporate Bodies (OCBs) Regulations, 2003 (the Regulations) and immediately prior to such commencement was eligible to undertake transactions pursuant to the general permission granted under the Regulations".

3.4 In case of NRI, PIO and OCB, the entire amount of premium has to be remitted either through NREAccount of the applicant or remittance from abroad/in foreign exchange, as the case may be.

3.5 Processing Fee - The applicant will be required to pay processing fee with the application as under:-

- (a) Having project cost upto ^ 20 Crores - ^ 10,000/-
- (b) Having project cost more than ^ 20 Crores- ^ 20,000/-

However, this process fee shall not be refunded in any case.

- 3.6 Keeness Money** - The keeness money will be the 10% amount of premium calculated at prevailing rate of allotment of the industrial area concerned. This amount will be deposited under the head of advance from the Customers in books of RIICO. In case of rejection of the application, the amount of keeness money will be refunded without any interest.
- 3.7** No allotment under this Rule will be made before the industrial area is opened/notified for general allotment.
- 3.8 Rate of allotment** - Allotment will be considered on highest auction rate received for industrial plot in the saturated industrial area concerned, in the last one year or prevailing rate of allotment of the industrial area, whichever is higher. If highest auction rate received is more than one year old but not more than 5 years, then it is to be updated by adding 14% interest per annum up to the date of allotment.

If no auction has been conducted in the industrial area or the auction was done 5 years prior to the date of receiving application, then rate of allotment shall be fixed by the Reserve Price Fixing Committee headed by MD.

In unsaturated industrial areas, rate of allotment will be the prevailing rate of allotment of the industrial area concerned.

- 3.9 Back end Subsidy/Incentives** - For the allotments made after 01.01.2014, back-end subsidy/incentive will be given to the allottee @ 25% of the total amount of premium after commencement of production activity with the proposed fixed capital investment in the scheduled time period subject to fulfillment of other terms and condition of allotment letter/lease deed.
- 3.10 Period for payment of balance 75% amount of premium** - Balance 75% amount of premium of land will be paid within 120 days from the date of issuance of allotment letter. (Facility to pay the balance 75% amount of premium in installments will not be allowed.)
- 3.11 Time extension for deposition of 75% amount of premium** - Time extension for payment beyond 120 days will be considered by the Managing Director on merit upto 180 days on payment of interest at **the applicable rate**.
- 3.12 Time extension for overdue installments in cases of old allottees which were allowed deferred payment:**
- (i) Unit head will consider regularization of delay for maximum two overdue installments with interest for the default period.

- (ii) Managing Director will have full powers to regularize the delay in payment of overdue installment(s) with interest or may grant time extension from the due date with interest depending upon the merit of the case.

3.13 Time limit for commencement of production: 3 years to be reckoned from the date of allotment and shall be specified in the letter of allotment.

3.14 Situations for time extension for commencement of production without retention charges:

Time extension will be considered by the Managing Director on merit of the case without any charges in the following situations:

- (i) Possession of plot could not be handed over by RIICO free from encumbrances.
- (ii) Delay in obtaining Environment Clearance by the Corporation for the industrial area concerned or delay in obtaining Environment Clearance by the allottee subject to condition that the allottee having fulfilled all requirements for obtaining Environment Clearance.
- (iii) Construction could not be commenced due to court stay/pending litigation.
- (iv) The plot is affected substantially due to passing of high tension power line
- (v) The plot is substantially affected due to passing of water pipe line.
- (vi) All such eventualities which prevent allottee to undertake the work on allotted plot. *(Inserted as per item 4 dated 11.5.2015)*

3.15 Time extension on payment of charges for commencement of production:

Time extension will be considered by the Managing Director, in following situations, for allotments made upto 31.12.2013, on payment of charges prescribed as under:

- (i) **Situation where in unit is in construction/production and investment is less than proposed/committed :** Time extension for a period upto 2 years from the scheduled date will be considered on payment of additional cost of land per quarter or part thereof calculated as under:

A= factor of shortfall in committed investment

B= Proposed /Committed Investment

C= investment made up-to the scheduled date.

Q= No. of quarters for which time extension is being sought or to be regularized.

A= $\frac{B-C}{Q}$

B

Additional cost of land = $A \times Q/8 \times \text{Area of plot} \times (\text{prevailing rate of allotment of the industrial area} - \text{the rate of allotment of the plot})$.

Further time extension beyond 2 years, will be considered on merit and on payment of retention charges @ 1.5% per quarter of the prevailing rate of allotment of industrial area concerned.

- (ii) **Situation where in unit is under construction but investment is more than the committed:** Time extension for commencement of production will be considered on payment of retention charges @ 0.5% per quarter of the prevailing rate of allotment of industrial area concerned.
- (iii) **For Allotments made after 01.01.2014:** Time extension for commencement of production will be considered by the Managing Director on payment of retention charges @ 1% per quarter of the prevailing industrial rate of industrial area concerned, maximum upto 1 year from the stipulated date of commencement of production. In such cases, no time extension shall be permissible beyond 1 year.

3.16 **Cancellation approving authority:** Any cancellation of allotment made under this Rule shall only be made with prior approval of the Managing Director.

3.17 **Appeal:** Appeal against cancellation shall lie before the Chairman, RIICO in accordance with Rule 24 (2) (b)

3.18 Lump sum penalty of ₹ 50,000/- per annum will be charged in cases where unit in production, investment is equal to or more than committed but water harvesting structure is not constructed:

3.19 **Change of Product:**

Managing Director is hereby authorized to approve change of product as per merit of the case after appraisal of the revised project submitted by the allottee subject to the condition that new project meets the criterion of minimum fixed capital investment limit as per the policy/norms prevalent at the time of allotment of land. Processing fees of ₹ 50,000/- will be charged for considering such request.

(Substituted as per approval of the IDC on agenda item (3) of its meeting held on 04.02.2014)

3(X). Allotment of land for setting-up of Private Universities in RIICO industrial areas.

- (i) The Town Planning Cell would plan / earmark a plot / chunk of 30 acres (minimum) of land in industrial area after assessing potential of the area

vis-a-vis setting up of private universities. Land for setting-up of university would be planned as per the availability of land and suitability of the place for the purpose. However, while planning land for University(s) it may be a guiding factor to plan land for technical and vocational institutions also nearby the university campus.

- ii) Land allotment applications from the interested sponsoring bodies would be invited after informing the plot availability in the area for the purpose, through a press release in minimum two newspapers including one newspaper of national level.
- iii) The interested sponsoring body would submit application along with keenness money of ₹ 5.00 lacs and letter of intent issued by the State Government. The keenness money would be refunded without interest after commencement of functioning of the University or the Corporation rejects application for land allotment. Otherwise the keenness money would be forfeited.
- iv) The land allotment will be made at the basic rate of the concerned industrial area, allowing 35% up-front discount on the basic rate, with a rider that the above mentioned rebate will be admissible up to 30 acres of land area, which being the minimum land area requirement for such projects. In other words, in those cases wherein land allotment is of more than 30 acres, the above rebate will not be admissible for the land area exceeding 30 acres. Moreover, no additional rebate will be admissible in such cases on any account such as large sized investment rebate, cash down payment rebate etc.
- v) Wherever, RIICO develops dedicated industrial area for institutions/universities alone without any allotment to industry in such area, land could also be allotted on undeveloped basis at price worked out as premium at current value plus 20% amount of premium at current value as administrative charges.
- vi) Applications so received would be placed before a Committee of Financial Advisor, GM (BP), Advisor (Infra) and unit head, concerned under the Chairmanship of MD for approval of allotment.
- vii) On approval of allotment, 25% amount of premium shall be deposited by the applicant within 30 days from the date of issue of offer. However, keenness money would not be adjusted. Payment of balance 75% amount of premium shall be made in the similar manner as in case of

industrial plot. Policy about time extension, levy of service charges and economic rent would be at par with the policy applicable for industrial plots.

- viii) The sponsoring body should take effective steps to the satisfaction of the State Government/RIICO within two years of allotment, otherwise land allotment would be cancelled and keenness money would be forfeited.
- ix) In the university campus residential blocks including staff quarters and hostel etc. would be allowed on the basis of actual needs.

(Inserted as per IDC decision taken vide item 20 on 30.04.2007 and further modified as per observation made by IDC vide item 2 of its meeting held on 24.7.2007 & item 7 of its meeting held on 16.11.2007)

3(Y) ALLOTMENT OF LAND TO THE PRIVATE DEVELOPERS FOR THE PURPOSE OF DEVELOPMENT OF IT COMPLEX/CAMPUS

1. IT COMPLEX / CAMPUS DEFINED:

Permissible Units/Activities in IT Complex/Campus are as under:

- (i) IT Industries, IT enabled Services (ITeS) as defined in the relevant notifications issued by the State Government/GoI.
- (ii) Robotics, Nano Technology, Mobile Computing, Mobile Communications, other frontier technologies.
- (iii) Chip Manufacturing.
- (iv) IT related Research and Development facilities.
- (v) Or any other activities as may be notified from time to time by the IT Department of GoR/GoI.

2. PRE CONDITIONS FOR LAND ALLOTMENT:

- (i) There must be an Anchor Unit.
- (ii) Minimum Land Area Requirement will be of 10 acres.

3. WHO CAN APPLY:

- (i) Individual anchor unit and/or a developer can apply for allotment of land. The minimum area requirement is of 10 acres of land.
- (ii) If a developer is seeking allotment of land to develop an IT Complex/Campus then there shall have to be an arrangement of an anchor unit coming up in the IT Complex/Campus to the satisfaction of RIICO. Such an anchor unit shall utilize at least 30% of the total constructed area of

the complex/campus for its own use as well as its vendors/subsidiaries/ancillaries. An undertaking by the anchor unit to this effect if not accompanied with the application must be submitted within 60 days of the 'in principle' approval conveyed by RIICO.

4 HOW TO APPLY:

Project proposals should specify the following:-

- (a) The area requirement and its utilization proposals i.e. indicative areas proposed to be put under different uses/components of the Complex/Campus based on the 'Concept Plan'.
- (b) Total project cost including land cost, cost of internal development of the campus, construction cost of buildings etc.
- (c) Means and modes of financing.
- (d) Time schedule of development program i.e. the development targets set to be achieved over a period of time.
- (e) Proof of financial soundness.
- (f) Experience in the field of infrastructure development or urban development projects. Details of same may be furnished.
- (g) In the case of an Anchor unit, detailed project profile and details of such projects developed elsewhere, if any and details of the vendors proposed to be brought in the complex/campus.
- (h) Details of expected generation of employment by the project.
- (i) Any other information the applicant deems relevant for the project may also be furnished..

5. PROCEDURE OF ALLOTMENT AND TERMS OF PRE-REQUISITE PAYMENTS:

- i) The land will be allotted on reserve rate applicable which will be fixed by the competent committee of the Corporation constituted for the purpose under the chairmanship of the Managing Director, having Advisor (Infra), Advisor (A&M) and FAAs its other members.
- ii) Expression of interest will be invited from the interested anchor units/developers by way of releasing an advertisement in the News Papers, as per the laid down procedure. The expression of interest will be invited for the purpose of adjudging technical qualifications of the applicant. If there are more than one technically qualified applicants then there will be financial bidding held between/amongst the technically qualified

applicants.

- iii) The proposals will be examined by the above Committee and RIICO will allot land on such terms and conditions as stipulated by the Committee in addition to the standard terms and conditions of allotment as laid down in RIICO Disposal of Land Rules, 1979.
- iv) After approval of the project in-principle the applicant will be required to deposit 25% amount of premium and 1% of the amount of premium as security money, within 60 days from the date of communication of the approval.
- v) In case the applicant fails to deposit 25% amount of premium of land and the security money, as envisaged above within the stipulated period extension of 30 days could be allowed with interest chargeable at the prevailing rate, from the date of communication of approval. This extension will be subject to the condition that the applicant must inform RIICO regarding extension within 60 days otherwise the approval shall lapse, automatically.

**The balance amount of premium of the land will be paid as provided in RIICO Disposal of Land Rules, 1979.*

6. PERIOD OF PROJECT IMPLEMENTATION:

The project will be completed within a period of three years from the date of possession or execution of lease deed, whichever is earlier. However, the allottee must achieve the following milestones related to the project implementation:

- i) First year : Construction upto the extent of 20% eligible FAR
- ii) Second year : Construction upto the extent of 40% eligible FAR
- iii) Third year : Construction upto the extent of 75% eligible FAR

** Extension for another three years could be given provided that 50% of project area of the Complex excluding housing, commercial and recreational components has been implemented.*

7. BROADBUILDING PARAMETERS:

Building parameters will be as per the Form 'E-1' under the 'Building Regulations' as appended to the rules, which relates to IT/IteS buildings.

8. SUB LEASING:

The developer and the anchor unit will have the freedom of renting and sub-

leasing, both built up space and / or land, subject to the condition that such renting and sub-leasing will only be permitted for the purposes defined at serial no. 4(a) above Other terms & conditions of sub-leasing/renting will be as under:

- i) No separate permission/charges for sub-leasing built up space and/or land will be required.
- ii) Building construction of the IT Complex will be done as per the RIICO Buildings Parameters related to IT Complexes. The Complex may also house commercial, recreational, residential facilities for sub-leasing to the extent permitted in RIICO building parameters related to IT Complexes.
- iii) Sub-lease period will not exceed the remaining period available to the original plot allottee.
- iv) It is primarily the land allottee / prime lessee who will be required to pay all dues / annual charges eg. Service Charges and Economic Rent etc. to RIICO. If the sub lessees are made to pay the above annual charges to RIICO then the allottee will put a condition to this effect in the sublease. Without such condition the sublease will not be treated as valid. A suitable provision / clause regulating the above arrangement will also be inserted in the lease deed to be executed with the land allottee.
- v) Common facility area will be maintained by the developer or through any agency approved by it, for which the developer may levy suitable charges on the users.
- vi) Lessor (RIICO) will provide only outer infrastructure as per the development scheme of the concerned industrial area. Internal development of the IT campus will be the sole responsibility of the allottee / lessee as per plans approved by RIICO.
- vii) Rights and liabilities between the lessee (allottee) and sub-lessee will be determined amongst themselves and these will not be binding on RIICO in any manner. However such mutual rights and liabilities will have to conform to the rules and regulations of RIICO and terms and conditions of such allotment of land etc.
- viii) RIICO will not be answerable/ responsible for any dispute arising between lessee and sub-lessee.

3(Z). ALLOTMENT OF LAND FOR DEVELOPING AFFORDABLE AND LOW COST GROUP HOUSING IN THE INDUSTRIAL AREAS.

1. Invitation for expression of interest

Expression of Interest for developing Affordable and Low Cost Group Housing Colonies will be invited for the land allotment. The land will be allotted to eligible applicants as per the Policy of the Corporation i.e. Policy for land allotment for development of Affordable and Low Cost Group Housing.

2. Format for the land and other broad details:

S. No.	Location / Industrial Area	Land Area available (In Acres)	Reserve Price Rate / Sq. Mtr.	Concerned Offices

3. Application Criteria:

- † A Company engaged in the Business of Infrastructure Development with a minimum experience of 3 years in the same.
- † Preference will be given to applicants who have developed Group Housing for other Government Agencies in any State.
- † The average annual turnover of the Company should be of Rs. 200 Crores.

4. Applicants to submit proposal including:

- † Concept Plan.
- † Proof of Financial Soundness, capacity to execute.
- † Means of financing, implementation schedule.
- † Experience in the field of infrastructure / urban development.
- † Last 3 years Balance Sheet copies.

5. Procedure of Land Allotment:

- † All applicants would be adjudged on the basis of their application and their eligibility for the Project.
- † Only the technically approved candidates passing the eligibility criteria, as mentioned in Clause (3) and (4), above, will be invited to give a Presentation on their Project / Development Plan.

6. Project Implementation Period:

The project will be completed within a period of three years from the date of possession or execution of lease deed, whichever is earlier. Completion of the project means that construction of the flatted complex ready for the use by achieving atleast 20% of the permitted FAR.

7. Building regulations and parameters :

Building Regulations for this purpose shall be the same as prescribed under the head 'construction of residential Flats and Group Housing' in the 'Building Regualtions' of the category as is relevant to the case in context of FORM- 'E-2' of these rules.

8. Payment Terms:

- † An earnest Money @ 2% Of the total premium of the land to be submitted along with the application. The same will be refunded interest-free to the applicants who do not pass the eligibility criteria.
- † Eligible applicants will be required to deposit before making the presentation, 10% of the total amount of premium (after adjusting the earnest money).
- † All money paid by the rejected applicants will be refunded interest-free.
- † The money paid by the selected /approved applicants will be adjusted in final payment to be made by them.
- † After the in principle approval, selected applicants will be required to deposit 25% amount of premium within 30 days of the approval (LOI of the same will be issued).
- † Balance 75% will be deposited by the selected applicants within 90 days of the allotment letter issued (after adjusting the earnest money and 10% paid). The possession of land will be given after

receipt of 100% payment.

- † No payment will be allowed in instalments.
- † In case of any default by the selected applicants, all amounts already paid, shall be forfeited.

9. Development Details:

- † The selected applicants would be required to develop the Affordable and Low Cost Group Housing as per the guidelines mentioned in Affordable Housing Policy 2009 of the State Government
- † The work can be started by the developer immediately on receiving the possession of the land.
- † Sanctioning of Plans would be on self certification basis, duly approved by the Govt. Recognized Chartered Engineers.
- † Sewage, water and electricity connection shall be facilitated by the Corporation as per the existing policies.
- † Clearance from Fire, Environment and Airport Authority of India (If required) shall be taken by the developers directly. However, any assistance support required on the same will be provided.

10. Application Forms:

To be submitted at the unit office. Selection of the builder by the Committee of HO headed by the MD.

11. Subleasing of the built- up space :

The builder will have the freedom of sub-leasing the built up dwelling units and other built up space created for the supportive use on the following terms & conditions:

- i. No separate permission/charges for sub-leasing the built up space will be required.
- ii. Building construction of the Flatted Complex will be done as per the RIICO Buildings Parameters related to the Group Housing. The Complex may also house commercial, recreational, facilities for sub-leasing to the extent permitted in RIICO building parameters related to the Group Housing.
- iii. Sub-lease period will not exceed the remaining period available to the original plot allottee.

- iv. It is primarily the land allottee / prime lessee who will be required to pay all dues / annual charges eg. Service Charges and Economic Rent etc. to RIICO. If the sub lessees are made to pay the above annual charges to RIICO then the allottee will put a condition to this effect in the sublease. Without such condition the sublease will not be treated as valid. Asuitable provision / clause regulating the above arrangement will also be inserted in the lease deed to be executed with the land allottee.
- v. Common facility area will be maintained by the developer or through any agency approved by it, for which the developer may levy suitable charges on the users.
- vi. Lessor (RIICO) will provide only outer infrastructure as per the development scheme of the concerned industrial area. Internal development of the Complex will be the sole responsibility of the allottee / lessee as per plans approved by RIICO.
- vii. Rights and liabilities between the lessee (allottee) and sub-lessee will be determined amongst themselves and these will not be binding on RIICO in any manner. However such mutual rights and liabilities will have to conform to the rules and regulations of RIICO and terms and conditions of such allotment of land etc
- viii. RIICO will not be answerable/ responsible for any dispute arising between lessee and sub-lessee.
(Inserted as per approval by the BOD vide item 18 of its meeting held on 19.3.2010)

3(AA) Allotment of Land at concessional rates for setting up of training centres/ institutes, to the Societies, Trusts, Non Profit Earning Companies (Companies registered under Section 25 of Companies Act) and also to the State/Central Government Organizations.

Land measuring upto 4000 sq. mtr maximum, can be allotted to the specific applicants for setting up of a training centre/ institute as under:-

- a) The land for the above purpose will be allotted to the Societies, Trusts, Non profit earning Companies or to the State/Central Government Organizations only having objective to impart training for promoting skill of their members, having facility of Training Hall, Library, Mini Test Laboratory, Audiovisual Auditorium, Computer Training etc.
- b) Initial 1000 sqm. land will be allotted @ 25% of the prevailing rate

of allotment of the industrial area concerned and land over and above 1000 sq. mtr will be allotted @ 50% of the prevailing rate of allotment of the industrial area concerned.

- c) The allotment will be made with the specific condition that the allottee will commence construction within a period of 6 months, and will make the training institute functional within a period of 2 years from the date of the land allotment after completing the requisite quantum of construction. General provisions of the RIICO Disposal of Land Rules, 1979 will also be applicable to such allotments.
- d) The allotment of land will be made on non transferable basis and any subsequent request for change in land use will not be entertained
- e) In the eventuality the allottee not adhering to the time schedule prescribed as above for setting up of the centre/institute, the Corporation will be at liberty to cancel the allotment and accordingly, the land will get reverted back to the Corporation.
- f) The Managing Director is authorized to approve the allotment of the land for such Training Centers/ institutes on merits of each case.
(Inserted as per approval of the IDC vide item no. 5 of its meeting held on 18.10.2010)

3(AB): Reservation of land in industrial areas not launched,:

- 1. "Letter of Reservation" will be issued for allotment of industrial land in the industrial areas which fulfill following conditions:-
 - (a) The possession of land is already available with the Corporation.
 - (b) The planning of the area has been approved by the competent authority and
 - (c) Application has been made for obtaining Environmental Clearance (EC), wherever applicable.
- 2. **Provisions for above Reservation of the Land will be as under :**
 - (I) Reservation Letter will be issued for projects envisaging minimum fixed capital investment of Rs. 50.00 crores irrespective of type of industry.
 - (II) Before considering reservation proposals an advertisement will be issued in one national daily and one state daily news paper for wide

publicity about area for which applications for reservation will be received. The advertisement shall also give details about the name of area, keenness amount, available land area, nature of permissible industries etc.

- (III) Any application received before issuance of public notice shall not be entertained.
- (IV) Such applications should be accompanied with keenness money of 10% of the premium calculated on the prevailing rate of allotment, if fixed. In case where rate of allotment has not been fixed, 10% of the premium calculated on the prevailing rate of allotment of nearby industrial area be deposited.
- (V) It shall be mentioned in the reservation letter that final rate of allotment of land shall be decided at the time of issuance of letter of allotment and the 10% keenness money deposited by applicant will be provisional and shall be adjusted against the final cost of land.
- (VI) Validation of the presumptions of the application about the land requirement, likely investment in the proposed project, suitability of the proposed project in the area concerned etc. will be done in-house as is done in the cases of land allotment under rule 3(W).
- (VII) The cases will be placed before the IDC for approving issuance of Letter of Reservation.
- (VIII) "Letter of Reservation" will be considered only upto 50% of the saleable area of the industrial area concerned.
- (IX) The "Letter of Allotment" will be issued after opening of the industrial area for land allotment.
- (X) Possession of the land will be handed over only after opening of the industrial area for allotment.

(Inserted as per item 15 of the meeting dt. 13.8.2012)

Note:

All such cases for allotment of industrial, other than industrial, Commercial and residential plots in any industrial area at a rate below prevailing rate of allotment in the industrial area would be placed before IDC for decision. However this would not apply to the land for public purposes where the existing rules provide for allotment at token/ nominal charges. *(Inserted as per IDC decision taken vide item 11 on 25.04.2005)*

4. SECURITY DEPOSIT

(i) Security Deposit shall be made in the form of Bank Draft or Bankers Cheque drawn in favour of "RIICO Ltd.", @ 1% of the total cost of land, subject to minimum of ₹ 2500/-.

(ii) However, relaxation may be allowed for the Security Deposit in the cases wherein land has been specially acquired on requisition, for big projects, where Promoters have deposited earnest money.

(Substituted as per IDC decisions taken vide item 23 & 13 on 21.2.98 & 19.12.94 respectively)

5. RESERVATION / PUBLIC AUCTION

The Corporation shall have the right to reserve certain plots/ land in the industrial area that it may dispose of by public auction or by entertaining individual applications. The terms and conditions governing plot auction shall generally be as laid down by the Corporation as it may deem fit from time to time.

6. USE OF PLOT

The plot shall be used for factory erection for industrial production and other purposes as may be permitted by the Corporation.

7. OBNOXIOUS INDUSTRIES

The industries that are not obnoxious and have no effluent problem will be permitted. A list of obnoxious industries is given at Form 'B'.

8. POSSESSION

(i) **In the cases of cash down payments (payment with in 120 days of the land allotment)**, after making payment of full amount of premium, physical possession of the allotted plot shall be taken by the allottee within 30 days from the actual date of such payments.

(ii) However, in exceptional cases Managing Director may allow to hand over possession of the industrial plots before payment of full amount of premium.

(iii) In case of payment of balance 75% amount of premium in installments, possession of the plot shall be taken over within 30 days from the date of allotment.

(iv) It shall be necessary that the allottee will take physical possession of the plot within the above specified or the extended time period. For this, an intimation by a registered A.D. post or by a courier will be

sent to the allottee, to the effect that allotment will be cancelled if the allottee does not turn up for taking physical possession of the allotted plot within the specified time period.

Note : After taking physical possession of the plot as above the allottee will be required to raise boundary wall/fencing within 6 months from the date of the physical possession. During this period, if any dispute regarding unauthorized possession/encumbrances over the allotted land etc. is found, will have to be reported by registered post alongwith full details to the unit office concerned. In case, the dispute as cited above is not reported within the above period, then the subsequent request of the allottee for waiver of any charges will not be entertained.

(Substituted as per IDC decisions taken vide item 23, 24, 16, 5&22 and 14 on 21.2.98, 29.12.99, 25.2.2000, 13.11.2000 and 16.12.2000 respectively.

Amended as per item 24 of the meeting held on 10.2.2010. Inserted as per item 2 of the meeting 29.5.2013, amended vide item (4) of IDC meeting dt. 17.12.2015)

9. PERIOD OF LEASE AND ECONOMIC RENT

The lease will be granted for a period of ninety-nine years on payment of annual economic rent that may be prescribed by the Corporation from time to time. The lease period shall commence from the allotment date and obligations & liabilities under lease agreement shall be deemed to have commenced from that date. The economic rent shall be paid within 120 days from the land allotment date for current financial year. For subsequent financial years economic rent shall become due on 1st April of the year and be paid in advance by 31st July of every year. Interest on outstanding economic rent if any, shall be recovered from the due date as per rules.

(Substituted as per IDC decision taken vide item 11 on 03.06.2000, amended vide item (4) of IDC meeting dt. 17.12.2015)

9 (A). Renewal of lease period in respect of transferred industrial areas and estates:

In the transferred industrial areas and estates the lease period may be extended for a further period of 69 years from the expiry date of 30 years period, subject to payment of economic rent, service charges and other land dues and furnishing an undertaking on a non-judicial stamp paper, that the lessee shall abide by the RIICO Disposal of Land Rules, 1979. This shall be applicable only in those cases where the lease period has been specified as 30 years. The period will be reckoned from the date of lease deed execution.

(Substituted as per IDC decision taken vide item 11 on 28.06.1997)

10. REVISION OF ECONOMIC RENT

The Corporation reserves the right to revise the rate of economic rent in every 5 years provided however, the rent enhancement at each revision shall not exceed 25% of the rent payable for the period immediately preceding the revision. The quantum of rent determined by the Corporation shall be final, conclusive and binding on the allottee and it shall not be questioned in any court of law or otherwise.

Prevailing rates of Economic Rent are available at Form 'F'. Guidelines for levy of one time economic rent can be seen at Form 'F-1'.

11. TERMS AND CONDITIONS OF LEASE

The allottee shall abide by the terms and conditions of lease agreement and other terms as laid down by the Corporation from time to time. The lease deed shall be executed in Form 'C' within 90 days from the date of full development charges paid. In cases of allotment on instalment basis lease deed shall be executed in Form 'D' within 90 days from the allotment date. Sr. DGM/ Sr. RM/ RM may also allow lease deed execution before payment of balance development charges. No retention charges will be levied in granting extension for lease deed execution. The original lease deed where full development charges have been paid may be allowed for mortgaging or may be handed over to the allottee as per Form 'G'. *(Amended as per IDC decision taken vide item 9 on 17.06.1994)* In case of allotment on instalment basis or lease deed executed without payment of full development charges, the original lease deed may be sent to financial institutions if so requested, with the condition that, balance development charges shall be remitted to the Corporation by the financial institutions if the lessee fails to pay instalment(s)/ balance development charges in time. In case the Financial Institution does not remit the due amount, the Corporation shall have the right to resume possession of the land irrespective of first charge of the Financial Institution. *(Inserted as per IDC decision taken vide item 24 on 29.12.1999)*

12. TERMS OF PAYMENT OF PREMIUM:

The applicant / allottee shall pay the premium at the rate prescribed by the Corporation for each industrial area from time to time. Charges for making available electricity and water up-to main roads may be levied extra. The Corporation reserves the right to enhance the rate of allotment of

industrial area if any competent court enhances the compensation payable under an award subsequently.

12 (1)- For land allotments without auction:

- † 25% amount of premium as pre-requisite amount alongwith the application form for the land allotment.
- † Balance 75% amount of premium with in 120 days time, from the date of allotment without interest.

12 (2)- For land allotments through the process of auction:

Payment of balance 75% amount of premium in installments of the plots to be allotted for industrial/ commercial/residential purpose through auction (Sealed Bids), as under:

- a. **If the land cost is upto ^ 1.00 crore:** Balance 75% amount of premium will be paid in three equal quarterly installments with interest (at the rate as may be prescribed from time to time).
- b. **If the land cost is above ^ 1.00 crore:** Balance 75% amount of premium land will be paid in seven equal quarterly installments with interest (at the rate as may be prescribed from time to time).
- c. Other terms and conditions shall be as under:
 - (i) The first installment shall become due on fixed date falling after 4 months from the allotment date and interest shall be charged from 121st day of allotment. Fixed dates for payments of installment with interest shall be 31st March, 30th June, 30th Sep. and 31st Dec. of the year.
 - (ii) The installment shall be paid on due date (as mentioned above) along with interest to be calculated on remaining amount of premium on due date. In case of default in installment payment, further interest at the rate i.e higher by 2% over & above the normal rate shall be levied on due principal amount of installment from the due date of installment till the date of payment. While depositing the amount, payable interest shall be adjusted/ deposited first.

d. The allottee may opt to pay balance 75% amount of premium within 120 days of the land allotment for which no interest will be charged. *(Lastly amended as per item 3 of the meeting dt. 4.1.2013. Amended vide item (8) in its meeting held on 27.10.2014)*

- 12 (3)** (a) The Chairman and Managing Director may allow payment of balance 75% amount of premium of industrial plot in three equal quarterly instalments, without interest in case the allotment is made before the industrial area is declared as developed.
- (b) Managing Director is authorized to allow installment facilities on the lines as laid down in the rule 12(2) above, for normal allotment of industrial plots in those unsaturated areas which are not fast growing and the pace of allotment is very slow. However, such decisions, if any, will be placed before the IDC for information
(Inserted as per IDC decision taken vide item 12 on 25.02.2000)

12(4) For plot allotments through auction, the charges shall be paid as per the terms & conditions of auction.
(Substituted as per IDC decision taken vide item 6 on 22.03.2000)

12(A) Additional charges for corner plots:

- (i). If a corner plot measuring up-to 4000 sqm. is proposed for allotment, additional charges @ 10% of the rate of allotment as corner charges shall be charged for corner plot. For corner plots measuring more than 4000 sqm., which may not be available for allotment in the industrial area, no corner charges shall be levied if the corner plot of the required size is planned by clubbing corner plot(s) measuring less than 4000 sqm. However, if the desired plot size is available for allotment but the allottee / applicant prefers a particular plot by clubbing of smaller corner plot(s), in such cases, charges for corner plots will be levied limited to the originally planned corner plot(s).
- (ii) The concession to the allottees of concessional categories shall be allowed on the total cost of land of the plot including corner charges.
- (iii) If a plot proposed for allotment upto 4000 sqm. is constituted by clubbing corner plot with non-corner plot, corner charges shall be levied on the area of corner plot as per original lay out plan.

- (iv) Corner charges on the non-cornered plots which have been carved out by sub-division of large size corner plot will not be levied. Large size corner plot shall be sub-divided only when required size of plot is not available in the area.
- (v) Corner charges will be levied only when more than one plot of any size has been planned. Isolated plots will not be subjected to corner charges.

(Substituted as per IDC decision taken vide item 19 on 5th July 2000 and item 11 on 25.01.2001)

12(B) Allotment of 'Strip of Land' will be made as under :

12(B-1): Definition of "Strip of Land"

- (i) A "strip of land" shall mean a piece of land adjoining one or more existing plots which cannot be put to independent use either because it cannot be planned as an independent plot in conformity with the town planning norms or because there can be no approach to such piece of land.
- (ii) Any land in possession of an allottee which is in excess of the land actually allotted by the Corporation shall also be deemed to be a strip of land subject to fulfillment of stipulations mentioned in clause (i) above.

12(B-2): Conditions and modes of disposal of 'strips of land':

- (i) (a) All allotments of strip of land shall be made only for the purpose for which the original plot of the allottee was allotted.
- (b) Allotment/Regularization of strip of land/excess land will be done only once for any allotted plot.
- (ii) Where any strip of land is so located that it can be used by the lessee of only one adjoining plot, such strip of land shall be disposed of by allotment to the lessee of the adjoining plot.
- (iii) In above cases, the allotment/regularization of the strip of land/excess land shall be made as per the following:

(Inserted as per item 13 of the meeting 26.4.2012)

S. No	Category	Rate on which Strip of land/excess land to be allotted/ regularised			Authority
		Industrial/ Institutional	Residential	Commercial	
1.	Where the strip of land/excess land in possession is up to 5% of the total area allotted originally.	At the allotment rate with simple interest @ 12% per annum OR prevailing rate of allotment of the industrial area concerned, whichever is higher.	At the allotment rate with simple interest @ 12% per annum OR prevailing rate of allotment of the housing colony OR 2 times of the prevailing rate of allotment of industrial area concerned, whichever is higher.	At the allotment rate with simple interest @ 12% per annum OR 4 times of prevailing rate of allotment of the industrial area concerned, whichever is higher	Unit Head
2.	Where the strip of land/excess land in possession is more than 5% but up to 10% of the total area allotted originally.	For the first 5% as in (1) above and for the additional land beyond 5% and up to 10% - At the allotment rate with simple interest @ 12% per annum OR 1.25 times of the prevailing rate of allotment of the industrial area concerned, whichever is higher.	For the first 5% as in (1) above and for the additional land beyond 5% and up to 10% - At the allotment rate with simple interest @ 12% per annum OR 1.25 times of the prevailing rate of allotment of the housing colony OR 2.5 times of the prevailing rate of allotment of industrial area concerned, whichever is higher.	For the first 5% as in (1) above and for the additional land beyond 5% and up to 10% - At the allotment rate with simple interest @ 12% per annum OR 5 times of the prevailing rate of allotment of the industrial area concerned, whichever is higher.	Unit Head

3.	Where the strip of land/excess land in possession is more than 10% of the total area allotted originally.	For the First 10% as in (1) and (2) above and for the additional land beyond 10% - At the allotment rate with simple interest @ 12% per annum OR 1.5 times of prevailing rate of allotment of the industrial area concerned, whichever is higher.	For the First 10% as in (1) and (2) above and for the additional land beyond 10% - At the allotment rate with simple interest @ 12% per annum OR 1.50 times of the prevailing rate of allotment of the housing colony OR 3 times of the prevailing rate of allotment of industrial area concerned, whichever is higher.	For the First 10% as in (1) and (2) above and for the additional land beyond 10% - At the allotment rate with simple interest @ 12% per annum OR 6 times of the prevailing rate of allotment of the industrial area concerned, whichever is higher.	MD
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- (iv) Where any vacant strip of land is so located that it can be used by the lessees of more than one adjoining plots, such strip of land shall be disposed of by a limited bidding (Sealed) between the lessees of all the adjoining plots. For this purpose, the reserve rate of auction will be decided by the competent committee as per their delegation. The strip of land will be allotted to the highest bidder. However, in such auction, if single bid is received than the strip of land shall be allotted by the Unit Head to the bidder at the rate offered by the single bidder subject to condition that the offer rate will not be less than the reserve rate.
- (v) Before disposing of any strip of land, the building line shall be marked which shall be maintained.
- (vi) No strip of land shall be allotted/ auctioned, if , it endangers the public safety or is against traffic regulation.

Service Charges for the Strip of Land/Excess land allotted/regularized shall be recovered as per the prevailing rate of Service Charges applicable on the date of allotment/regularization.

- (vii) A supplementary lease deed will be executed for the strip of land/excess land allotted/regularized and the stamp duty shall be paid by the lessee.

u No excess land/strip of land will be allotted/regularized in ROW of road.

(Existing provisions substituted by the amended provisions as per approval accorded by the Infrastructure Development Committee of the Board of Directors vide item (18) of its meeting held on 05.8.2008 . amended as per item 5 of the meeting held on 4.1.2013) (Amended as per item 3 of the meeting 07.10.2014)

12C Policy for refund of amount of premium on account of short area for all types of allotted plots:

In cases where the land is found less than the area as per the lease deed/ physical possession, then the deposited amount due to short land would be refunded without approval of HO, alongwith interest (w.e.f. 01st Nov. 2003) as under:

(i)	If amount remains with the Corporation for a period less than one year.	@ 5.5 % per annum
(ii)	If amount remains with the Corporation for a period of one year and above	@ 6.0 % per annum

(Amended as per IDC decision taken vide item 5 on 12.8.2005)

Note:

- The date of development shall be determined by the concerned Sr.DGM/ SRM/ RM whose decision in this respect shall be final. The industrial area shall be considered as developed only after availability of road, water supply, power supply and adequate street light.
- In case where the allotments are made prior to development of the area, lease agreement shall be executed within 30 days from the date the area is declared developed and the concerned Sr.DGM/SRM/RM thereof gives notice. *(Inserted as per IDC decision taken vide item 11 on 21.02.1998 and office order No. IPI/F-1(9)2/82 dated 29th October, 2003)*

13. RE - SCHEDULEMENT OF INSTALMENT

The Chairman & Managing Director shall on being satisfied, revise the schedule of repayment of outstanding instalments in genuine cases of sick industrial units.

(Substituted as per IDC decision taken vide item 22 on 1.9.1999)

The Chairman & Managing Director may allow re-schedulement of due balance cost of land alongwith interest, on the case to case basis, in cases of plots allotted for setting-up of institutions.

(Inserted as per IDC decision taken vide item 5 on 12.11.2002)

14. WATER & POWER

Rule 14 (a) - Water

Where water lines are provided by the Corporation, it will be provided upto the main roads only. The applicants shall take water lines from the mains lines opposite to their plots at their expenses.

Rule 14(b) - Power

- (i) Power line of class upto 11 KV will be provided upto the premises of the allottee at the cost of RIICO. Thereafter, the cost of service line from the power line to inside the premises shall be borne by the applicant.
- (ii) RIICO in no case will provide cost for the laying of power lines above 11 KV class whether inside or outside the industrial area.
- (iii) Where sub-division of allotted plot has been allowed by RIICO and a separate connection is desired in such sub-divided plot, the complete cost of electric connection would be borne by the applicant. This condition is also to be incorporated in the permission given for sub-division.
- (iv) In case of load extension of an industry, all the charges will be paid by the applicant and RIICO will not bear the charges for allowing load extension.
- (v) In the case where electric connection is existing and the plot has been transferred/ sold/ auctioned and transferee/ purchaser requires a new connection in the plot, all charges towards the connection will be borne by the applicant. RIICO will not bear any cost. This condition is required to be incorporated in the relevant terms and conditions.

- (vi) Where exclusive feeder, directly from sub station, is required by any plot allottee, the complete cost will be borne by the applicant.
- (vii) In cases of industrial areas where power supply arrangements are not to be undertaken by RIICO as stipulated in plot allotment letter, the entire cost of electrification will be borne by the applicant.
- (viii) If any extra financial burden has come upon the plot allottee due to change in the policy of the concerned State Power Utility, the same would be borne by the allottee.

Where shifting of existing power lines passing over the plots are desired by the plot allottees, the cases will be examined on the merits and if SPU agrees for shifting, the cost will be shared between RIICO and plot allottees in the ratio of 50-50. The cost to be borne by the plot allottees will be shared by all the effected plot allottees in proportionate to the length of penetration of power line in the plot. When all the affected entrepreneurs do not agree for bearing the cost of shifting, initially, the cost will be borne by RIICO which will be recovered subsequently from them. In the cases where State Power Utilities agree to share the cost of shifting in accordance with their norms, the remaining cost will be shared in the manner as above. *(Decided by IDC vide item 13 on 21.10.2005)*

15. RATES, TAXES, CHARGES, CLAIMS

All kinds of rents, taxes, charges, claims which the Municipal Board / Council / Committee / Panchayat Samiti or any other Civil Body may hereinafter impose in respect of the land allotted and building erected therein shall be payable by allottees directly to the authorities concerned.

15(A). SERVICE CHARGES

The service charges as imposed by the Corporation at the time of allotment or thereafter shall be payable by the allottee in addition to Economic rent. Service charges shall be paid within 120 days from the date of land allotment for current financial year. For the subsequent financial year it shall become due on 1st April of each financial year and be paid in advance by 31st July of every year.

- Notes :** (a) The Corporation reserves the right to revise the rate of service charges from time to time and the decision of the Corporation shall be final, conclusive and binding on the allottee and it shall not be questioned in any Court of Law or otherwise.

- (b) Presently rate of service charges is being enhanced annually by @ 10 % of prevailing rate of service charges rounded off to nearby $\hat{\ } 0.05$.
- 15(A)** (i) On failure to pay the service charges within stipulated period i.e within 120 days from the date of allotment in case of the new allotments and by 31 July of the financial year in case of old allotments, then the due amount of the service charges will be recovered with interest from the due date i.e from the date of allotment in case of new allotments and from 1 April in case of old allotments.
(Amended as per item 34 of the meeting 9.3.2012)
- 15(A)** (ii) In cases of plots allotted for industrial, commercial or other purposes through auction, service charges shall be levied from the date of plot possession and shall be paid within 60 days from the date of possession for the year of possession. If the plot possession is not taken within 90 days from the date of 100% amount of premium paid then the possession shall deemed to have been taken on 91st day of the payment of amount of premium for the purpose. Service charges for the year of allotment shall be charged proportionally for remaining period of the year from the month of allotment / possession as the case may be.
(Substituted as per decision taken by IDC vide item 11 of the meeting held on 3.6.2000, amended vide item (4) of IDC Meeting dt. 17.12.2015.)
- 15(A)** (iii). **One time payment of service charges (for a block of 10 years):**
Allottee may also opt to pay one time service charges for 10 years, in advance at 6 times of prevailing rate. After expiry of 10 financial years, a block of another 10 years shall commence from 1st April, of 11th financial year and service charges for that block equivalent to six times the rate fixed at that time shall be paid before 31st July of the financial year and so on.
(Inserted as per IDC decisions taken vide item 6 & 12 on 5.7.2000 & on 30.09.2000 respectively)
- 15(A)** (iv). Service Charges shall be recovered in all Industrial Areas from the date of declaration of the area as developed.
- 15(A)** (v). No Service Charges will be levied upon the allottees to whom plots have been allotted for the following purposes :

- (a) Industries Association - for construction of association building.
- (b) Power Companies (erstwhile RSEB)-For setting up power Grid Sub Station (GSS) of 220/132 KV & 33 KV.
- (c) PHED - For water supply scheme/arrangements in the area itself.
- (d) Director of Industries - For DIC building
- (e) Police Department - For Police Chowki

(Inserted as per IDC decision taken vide item 10 & 10-a on 12.5.81 item 8 on 31.5.88.)

15(A) (vi) No service charges shall be levied upon industrial plot allottees in industrial areas including transferred industrial areas for one year time period (maximum) from the date of closure of the unit and also no interest shall be levied on old outstanding service charges for the closure period. The closure period will be reconed from the date of disconnection of power supply/ electric connection till the date of the reconnection. The allottee shall provide adequate proof regarding disconnection of power supply from the concerned department and the benefit will be given on the physical and record verification of the closure of the unit by the unit office. If an unit remains closed for a period of less than one year, then also the above benefit will be extended to such units for the full one financial year. *(Amended as per IDC decision vide item 8 of its meeting dt. 18.2.2011. Amended as per item 14 of the meeting 26.4.2012)*

15(A) (vii) From 1.4.2001, service charges in slow moving industrial areas shall be charged @ 2/3rd of normal rate of service charges. The reduced rate shall continue till the category of slow moving industrial area changes to normal area and thereafter the rate of service charges shall be increased from 2/3rd to full rate. The plot allottees in such areas shall pay service charges at reduced rates by 31st July. In case of failure, full rate of service charges shall be levied upon plot allottees in these areas. Plot allottees in these areas if again fail to deposit the service charges by 31st March of the financial year then outstanding service charges on full rate shall be recovered alongwith interest from 1st April of next year. *(Inserted as per IDC decision vide item 12 on 8.1.2001, item 12 on 25.1.2001 and item 3 on 9.10. 2002)*

- 15(A) (viii)** In case of land allotted for setting up of a School, service charges will be levied at the rates as applicable for the industrial plots. *(Inserted as per IDC decision taken vide item 15 on 23.3.1996 & item 21 on 15.11.96. amended in pursuance of item 4 of the meeting held on 18.2.2011)*
- 15(A) (ix)** Service charges in RIICO Housing Colonies having specifications of industrial areas of 'A' and 'AA' category, shall be levied at two times of the rate of service charges fixed for industrial plot subject to a minimum of ^ 500/- per annum. For Housing Colonies having specifications of other categories of industrial areas, service charges shall be recovered at per the rate applicable for industrial plots subject to minimum of ^ 250/- per annum.
- 15(A) (x)** For commercial plots, the rate of service charges shall be two times of the rate of service charges fixed for industrial plots subject to a minimum of ^ 500/- per annum.
- 15(A) (xi)** In undeveloped industrial areas, service charges will not be levied.
- 15(A) (xii)** In semi-developed industrial areas service charges shall be levied at the rates as may be fixed by the Corporation. *(Substituted as per IDC decision taken vide item 30 on 23.9.2002 and item 17 on 12.5.97)*
- 15(A) (xiii)** Service charges for the plot allotted for Group Housing Flats shall be levied as per the rate applicable for industrial plot in the area, for eight years from the allotment date or till the completion of construction phase / its occupation, whichever is earlier and thereafter service charges shall be levied at two times the rate of service charges applicable for industrial plots subject to a minimum of ^ 250/- per annum. *(Substituted as per IDC decision taken vide item 18 and 19 on 12.7.99, item 17 on 8.7.2002 and item 30 on 23.9.2002. Inserted as per IDC decision taken vide item 12 on 9.7.98 and item 5 on 22.3.2000)*
- 15(A) (xiv)** For hotel / motel plot, the rates of service charges shall be levied at two times of the rate fixed for industrial plots subject to minimum of ^ 500/- per annum.
(Substituted as per IDC decision taken vide item 30 on 23.09.2002)

- 15(A) (xv)** The interest on outstanding service charges shall be waived in case of units declared sick by BIFR / Industries Department or Closed Units taken over by RIICO/ RFC/ Other Institutions.

However, in case where the unit/company has not been able to obtain sickness certificate from the competent authority but the entire net worth has been eroded and company has been in losses for three continuous years, such unit would be eligible for 50% rebate in interest on outstanding service charges. Net worth erosion shall be considered on the basis of certificate issued by concerned financial institution. *(Inserted as per IDC decision taken vide item 13 on 9.7.98, item 13 on 25.2.2000 and item 9 on 8.8.2000)*

- 15(A) (xvi) Recovery of service charges in case of permitted plot sub-division:**

The Corporation shall recover service charges @ 1.25 times of the normal rate from the transferees of sub-divided plots where sub-divided plots are not having direct access to the existing infrastructure and the infrastructure facilities are provided for the sub-divided plots under supervision of the Corporation by the transferor/allottee of large size plot.

- 15(A) (xvii)** In case of land allotted for setting-up of Training Institute (Engineering/ Medical / Dental and Other Institutions and Educational Institutions), service charges shall be recovered at the rate fixed for industrial plots.

- 15(A) (xviii)** The service charges shall be recovered from the plot allottees of nursing homes / hospitals at the rates fixed for industrial plot allottees in slow moving industrial areas. After change of category and in other areas service charges at 2 times the rate applicable on industrial plot allottees shall be recovered. *(Inserted as per IDC decision taken vide item 8 on 7.12.2000, item 3 on 12.7.99, item 13 on 3.6.2000 and item 31 on 23.9. 2002)*

- 15(A) (xix) Special provision, applicable to the land allotments to the khatedars (land allotments in lieu of the cash compensation):**

That the service charges will be levied on the allottee khatedars from the date on which unit/project is set up by them on the allotted plot/land notwithstanding the normal provisions of the relevant

rule. In case, the vacant plot is transferred by the allottee Khatedar then service charges shall be made leviable on the transferee as per usual norms/rules. *(Inserted as per IDC decision of the IDC taken vide item 14 of its meeting held on 27.10.2008)*

15(B) CESS :

For maintenance of fire fighting facility in the area, Fire Station Charges (FSC) shall be levied in addition to the service charges in consultation with the industries association of the area, if any. FSC will be recovered on the same lines, the service charges are realized from plot allottees. *(Inserted as per IDC decision taken vide item 4 on 9.7.1998)*

16. SUB - LETTING & SUB-LEASING:

16(1): The allottee of an industrial plot may be allowed to sub-let the plot/constructed premises for industrial purposes only for any period, provided that the allottee has cleared the entire outstanding dues of the Corporation. However, the allottee shall inform RIICO through Registered AD letter/ Speed Post before sub-letting the plot/constructed premises.

16(1)-A: However as a relaxation to the above provisions for subletting of an allotted industrial plot, an allottee of an industrial plot/building can also sublet the plot for the following supportive uses, subject to the condition that such supportive uses will be allowed only when an industrial unit has been set up on the plot and the allottee concerned will be required to pay to the Corporation one month rent, as agreed between the parties, for each year of sub-letting:

1. Post Office
2. Telephone Exchange
3. ESI Dispensary
4. Skill Development Centre
5. ATM Booth
6. Commercial Warehousing*

- * Subletting of the industrial building for Commercial Warehousing will be allowed to an extent of maximum 40% of the plot area. Regularization of the unauthorized commercial warehousing will also be allowed by charging 1.25 times of the one month rent as agreed between the party for each year of past subletting on the date of regularization.

(Amended as per approval of the IDC vide item 24 of the meeting 16.12.2009. amended as per item 35 of the meeting held on 4.1.2013. Supportive service added as per decision of IDC vide item (6) of its meeting held on 20.12.2014 and item 22 of the meeting 13.5.2014, further amended as per IDC decision vide item (3) of its meeting dtd 12.05.2016)

- 16 (2)** No premium shall be charged from allottees of industrial plot or plots allotted for any other purpose like, residential and commercial plots etc. on subletting of the plot for the purpose it is allotted for. *(Inserted as per IDC decision taken vide item 5 on 14.2.2001 and vide item 8 on 21.10.2005)*

- 16 (3) Permission for renting out part of building by allottee of nursing home/ hospital:** Plot allottee of nursing home / hospital may be permitted for sub-letting the plot or constructed building for supportive facilities to nursing home / hospital like drug store/medical shop, godown, diagnostic centre and food centre. Premium for permitting sub-letting of plots shall be charged @ 5% of prevailing rate of allotment of the area or one month rent agreed between lessee and tenant, whichever is higher, for every year. In case of nursing home / hospital prevailing rate of allotment of the area shall be 1.5 times the rate of allotment in normal and saturated industrial areas and shall be equal to rate of allotment in slow moving industrial areas. The facility for one time payment of premium equivalent to premium for six years at a time in advance shall also be available to allottees of nursing home/ hospital. However, no premium shall be charged if the supportive facilities as indicated above are provided by the allottee himself within the plot. *(Inserted as per IDC decision taken vide item 7 on 21.3.2002.)*

- 16(4)** Plot allottee may be allowed to sub-lease the plot or part thereof on such terms and conditions as may be mutually agreed upon between lessee and sub-lessee, irrespective of stipulation made for not allowing subleasing at the time of allotment/ sale of plot. However, the sub-leasing will be governed by the following conditions:

- (i) The lessee can make sub-lease only after taking prior permission of RIICO.

- (ii) Every sub-lease will be treated as transfer and fees prescribed for transfer of plots will be chargeable from lessee or sub-lessee, as the case may be.
 - (iii) In case where plot or part of the plot is not being sub-leased but only built up area (space) is being sub leased, a sub-lease fees equivalent to transfer fees will be charged for the built up area is sub-leased.
 - (iv) Sub-lease will be permissible only for the purpose for which the plot was allotted or converted.
 - (v) Sub-lease period will not exceed the remaining period of the lease originally granted to the plot allottee.
 - (vi) Terms and conditions applicable to the lessee will also mutatis-mutandis apply to all sub-lessees unless otherwise specified.
 - (vii) The lessee (allottee) and sub-lessee, both will be responsible for payment of various dues to RIICO. RIICO will be free to recover it from eitherparty.
 - (viii) RIICO will not be responsible for providing any extra infrastructure support or services to sub-lessee.
 - (ix) The building parameters available to the plot will not be relaxed in any manner. Where original plot is sub-divided and sub-leased, the parameters for original plot and sub-divided plot will be re-determined by RIICO, which may be less than what were available to the undivided plot.
 - (x) No extra ground coverage, height or FAR will be permissible on account of sub-leasing.
 - (xi) Rights and liabilities between the lessee (allottee) and sub-lessee will be determined amongst themselves and these will not be binding on RIICO in any manner. Such mutual rights and liabilities will have to conform to the rules and regulations of RIICO.
 - (xii) RIICO will not be answerable to any disputes arising between lessee and sub-lessee.
 - (xiii) Any other conditions which may be prescribed by the Corporation.
- (Amended as per IDC decision taken on 05.7.2004)*

17. (A) **Un-Utilized Land**
(B) **Sub-Division of allotted plot & after transfer of Sub-Divided Plots**
(C) **Merger of Plots**
(D) **Delegation of Powers**
(E) **Sub-division of large size industrial plots**

17 - (A): Unutilized Land:

Un-utilized land of the allotted plots shall revert back to the Corporation on expiry of the prescribed / extended period. Such unutilized land identified, and which can be re-planned by RIICO keeping in view the access to the land, would be deemed to have come into possession of RIICO on giving a 90 days notice to the allottee and also to the Financial Institution, if the land is mortgaged to such Institution. The amount of premium originally paid by the allottee for such unutilized land shall be refunded. However, the security money applicable to such unutilized land would be forfeited.

Explanation: *The unutilized land would be determined on the basis of the scheme submitted at the time of allotment and the building constructed by the allottee. Regarding the area of unutilized land, the decision of the Managing Director would be final.*

17 - (B): Sub-Division of allotted plot & after transfer of Sub-Divided Plot(s):

No sub division of allotted land / plot and after disposal / transfer of sub-divided plot(s) will be allowed except hereinafter provided in the rules:

- (i) Sub-division of industrial, institutional (education) and supportive service plots (allotted) and after transfer of sub divided plot(s) will be allowed only after the allottee has utilized land/plot for the purpose specified to the said land/plot. In other words, subdivision of vacant land/plots will not be allowed.

However, the cases wherein sub division of the land/plot is being affected for the following reasons, it could be allowed even before the unit is set up, on payment of requisite charges and observance of all the technical requirements as may be imposed while approving the sub division plan of the land/plot, technically, by the approving authority:

- a. Sub division of the allotted land/ plot between / amongst the partners of a firm on account of a family settlement.
- b. Sub division of the allotted land/ plot on request of the allottee with consent of financing institutions for realization of loan dues.

- c. Sub division of land / plot for setting up of unit in different name & style by the same allottee / firm / company etc.
 - d. Sub division of the allotted land/ plot by the khatedars (land allotted in lieu of cash compensation).*(Inserted w.r.t item 14 of IDC meeting held on 19.6.2009)*
- (ii) Sub division and after transfer of sub divided land/ plot *in all such qualifying cases* of the subdivisions will be allowed on the following subdivision charges, conditions and stipulations:

Conditions and Stipulations:

- a) Sub-division of the original plot will be allowed maximum in four parts in phases. However, subsequent subdivision of the transferred subdivided plot will not be permitted.
- b) The smallest sub divided plot should be of minimum size of 20% of area of original plot.
- c) Minimum size of the sub-divided plot should not be less than 500 sqm.
- d) Sub division of the plot should be in conformity with the general town planning norms.
- e) Original building line (front set back) will be maintained. Other set backs will also be in conformity with the relevant building parameters/set back norms.
- f) If the subdivided plot is proposed to be merged into adjoining plot (with common physical boundary), then same will be allowed by relaxing conditions of minimum size of subdivided plot mentioned in (b) and (c) above, but it will be treated/counted as a subdivision, if after merger, the size of plot is 500 sqm. or more. *(Substituted as per approval of IDC w.r.t item 39 of its meeting held on 18.2.11)*
- g) Sub division charges
Sub division charges will be levied at 2% of the prevailing rate of allotment of concerned Industrial Area as under:
 - u On the entire plot area, if sub-division is proposed in four parts (upto maximum limit) in one go.
 - u On the sub-divided area, if sub-division of original plot is proposed in phases.

Note:

Sub-division charges shall be deposited along with the application to be calculated on the basis of prevailing allotment rate and prevailing rules of RIICO. This amount will be deposited as an advance till final disposal of application. In case of rejection of such application, the amount so deposited, will be refunded without interest to the concerned applicant. No legal right would be created in favour of applicant merely on deposition of such amount.

- (iii) Provided that the provisions as at 17-(B)-(ii) a,b and c , above, of this Rule, will not be applicable on the following plot subdivision cases:
 - (a) where developed land has been given to khatedars for acquisition of their land in lieu of cash compensation. However, the transferee shall not be permitted for further sub-division, unless the khatedar has sold the said plots as per original (i.e. without sub-division), in which case Rule 17(B) shall be applicable. Moreover with respect to minimum size of the subdivided plot as at 17-(B)-(ii)-c above, norms adopted by JDA/relevant local bodies in respect to minimum size of residential plot will be followed.
 - (b) Where subdivision of an allotted plot is affected in pursuance of a WILL of the deceased allottee concerned or due to any court order.
- (iv) While approving subdivision of residential plots allotted to the entrepreneurs or otherwise (non-khatedars), minimum area requirement as mentioned at 17-(B)-(ii)-c above may be relaxed. However, the norms adopted by JDA/relevant local bodies in respect to minimum size of residential plot will be followed.
- (v)
 - (a) In cases where subdivision and subsequent transfer of part land has taken place before 1.5.2008, will be treated as per provision of sub-division policy existing at the time of registered sale deed of the plot or sub-divided plot. However, the transfer fee will be recovered in these cases as per prevailing norms.
 - (b) Plots existed as on 1.5.08 will be treated as original plots and sub-division will be allowed as per present sub-division policy.
- (vi) In case of transferred industrial areas, wherein more than 50% plots were planned upto the size of 500 sqm. or less , then the minimum size of subdivided plot can be of 200 sqm in relaxation of provision of the rule 17-(B) (ii)-c, above.

(Inserted as per item 12 of the IDC meeting held on 15.9.2009. Further amended as per item 24 of the IDC's meeting Dt.16.12.2009. Amended as per item 3 of the meeting 10.2.2010. Sub rule 17-B-v inserted as per approval of IDC- item 39 of meeting held on 18.2.11. amended as per item 3 of 19.10.11. Further amended as per item 14 of the meeting 9.3.2012)

17-(B-1): Transfer Defined:

For the purpose of this provision, transfer of part land/plot (transfer of lease hold rights) mean transfer of part/parts of land/plot after land/plot sub-division, by way of sale, lease, assignment etc. including merger, acquisition and amalgamation of the Companies. It will include transfer of plot/land by an individual/firm/company/ Limited Liability Partnership (LLP)/ One Person Company or any other allottee/lessee as the case may be.

Notes:

- (i) The transferee will have the status of an allottee / lessee of the Corporation and all the relevant rules and regulations of the Corporation will apply to the transferee 'Mutatis-Mutandis'. The transferee will be holding the land / plot for the remaining lease period available in balance with the transferor of the land / plot.
- (ii) Lease period of 99 years will be computed from the date of original allotment in these transfer cases.

(2): Transfer Fee:

Transfer of lease hold rights of sub-divided land/plot subsequent to sub-division of the allotted land in accordance with Rules/policies of the Corporation etc. can be allowed on payment of transfer fee as under:

- i) If all the sub-divided land/plots are sold/transferred by the Lessee in favour of subsequent purchaser(s) without seeking amendment in original Lease-Agreement, transfer fee shall be leviable @ 8% of the prevailing industrial allotment rate of industrial area concerned.
- ii) If any sub-divided plot retained by the Lessee where unit is/had been under production and remaining sub-divided plots are sold/transferred and also seeking amendment in original Lease Agreement, for reduced area (area to be retained by the Lessee), transfer fee shall be leviable @ 2% of the prevailing industrial allotment rate of industrial area concerned for this retained area/sub-divided plot and 8% of the prevailing rate of the industrial area concerned for sub-divided plots transferred/sold by the Lessee.

Provided that lessee shall be required to retain such sub-divided plot minimum for a period of one year from the date of seeking amendments in original Lease Agreement. Otherwise, 8% transfer charges shall be leviable even on transfer of retained area/sub-divided plot. *(Item no. (7) of the Infrastructure Development Committee of the Board of Directors of RIICO of its meeting held on 20.12.2014. Further amended vide item 4 of IDC meeting 02.3.2015.)*

Exemptions:

The following cases will be exempted from payment of transfer fee:

- (i) If transfer of part land / plot or transfer of interest / holding in the firm is in favour of blood relations. The spouses shall also be treated at par with the relatives.
- (ii) If the transfer of the part plot/land is being affected in pursuance of rehabilitation scheme sanctioned/approved by BIFR/ AAIFR/ Financial Institutions.
- (iii) If part land/plot after sub-division is being transferred to a new firm (Proprietorship/ Partnership/ LLP) wherein the transferor proprietor/partners and /or their blood relations are holding controlling shares in the new transferee firm/LLP.
(Item 20 dt20.12.2014)
- (iv) If land/plot is being sub divided in small plots and then being transferred with a view to clear term loan dues as one time settlement, in case of the units exclusively financed by RIICO then, the chargeable transfer fee can be reduced or even waived by the Waiver Committee constituted under the chairmanship of MD/CMD. However, transfer fee in similar cases financed by other financial institutions will attract transfer fee as per rules.
- (v) If the existing partners (on record of the Corporation) of an allottee firm are sub-dividing the land / plot and distributing the land / plot between/amongst themselves for setting up separate units, pursuant to a mutual settlement arrived at or order given by a competent Court of Law.

Explanations and Notes :

- (i) Existing partners / promoters means partners / promoters existing at the time of plot allotment.
- (ii) Blood relations as defined in Rule 2.
- (iii) Sub-division / transfer of unutilized land/plot under the rule will be subject to the condition that the Corporation will not be responsible to provide the

infrastructure facilities viz. road, water, power, drainage, street lights etc. It will be the exclusive responsibility of the transferor/transferee to arrange the required infrastructure facilities at their own level and cost. An undertaking to this effect shall be taken from the transferor / transferee at the time of issuing permissions for transfer / sub-division under the rule.

- (iv) Transfer of part plot / land under these rules will be permitted for the same purpose for which the plot / land has been allotted.
- (v) All provisions mentioned in this rule will be applicable to all pending cases.
- (vi) The 99 years lease period would be computed from the original land allotment date in respect of cases considered/permitted under these Rules .

17-C: Merger of plots:

Merger of allotted land /plot (s) would mean merger of adjoining land/plot(s) held by same entity or by virtue of order of any court of Law. Merger of allotted land/plot(s) will be allowed in case of both the land/plot(s) is vest with same entity either by way of sale, assignment, gift, allotment, acquisition, amalgamation or by virtue of any order of court of law. However, merger of allotted land/plots (s) may be allowed, without any premium/charges, wherein allottee proprietor/partners, in case of partnership firms/LLP and promoter directors, in case of the Companies including OPC of the merging land/plot(s) are either same or are in immediate blood relation or having major and controlling shares in both the merging plots/units. Further sub-division of plot constituted by merger of plots as above may also be allowed as per the provisions of sub-division of allotted land/plots as mentioned above in Rule 17(B). *(Item 20 dt20.12.2014)*

17- (D): Delegation of Powers:

The powers of sub-division of allotted land/plot will be exercised by the Unit Head concerned, except the cases covered under the category 17-(B)-(iii)-b, which will be decided by the Head Office committee, comprising of Advisor Infra, (head of the committee), Sr. RM (P&D), STP/DTP and the Unit Head concerned.

(Amended as per approval by the IDC vide item 22 of its meeting held on 15.4.2008. Delegation of powers amended as per item 39 of the meeting held on 18.2.11. Amended as per item 3 of the meeting 19.10.2011)

17-(E) : Sub-division of large size industrial plots

1. The eligibility conditions for sub-division of large size industrial plots:
 - a. Plot having area 10,000 sqm. and above; and
 - b. The unit has come into production at least five years before the date of application for sub-division of plot; and
 - c. The unit is a closed/sick/has suffered loss, at least during the last 3 financial years; and
 - d. The allottee declares that such land is not needed for their current/ future operations/ expansion.
2. Having met the eligibility conditions mentioned as above, sub-division of an industrial plot will be allowed on the following terms and conditions:
 - (i) There will be no restriction on number of plots carved out of the sub-division.
 - (ii) Minimum size of a sub-divided plot will not be less than 500 sqm.
 - (iii) The lessee will submit the lay-out plan of proposed sub-division of plot. Sub-division in phases will be permitted. However, subsequent sub-division of transferred sub-divided plot will not be permitted.
 - (iv) In case the lessee has availed financial assistance from any Banks/Financial Institutions against security of the land/assets proposed for sub-division, the lessee will submit 'No Objection Certificate' from the concerned Financial Institution/Bank along with application for sub-division.
 - (v) The lay-out plan submitted by the lessee will be examined and approved by a Committee headed by ED, and comprising of Advisor (Infra), STP/ DTP and Unit Head concerned as per prevailing norms/guidelines regarding basic infrastructures/Town Planning.
 - (vi) Right of way of internal road for plots upto 1500 sqm would be minimum 18.00 meter and for plots above 1501 sqm would be minimum 24.00 meter.
 - (vii) The lessee will be under obligation to develop and provide all the required basic infrastructure facilities like road, storm water drains, power line, street light, rain water harvesting system, water supply scheme etc. and other required services like GSS and CETP at his own cost to such sub-divided plots/land. Allottee/developer will develop infrastructure facilities as per specifications approved by RIICO and shall be surrendered and handed over to RIICO after completing the above infrastructure development.

- (viii) Out of total saleable area of the sub-divided plots, sale/transfer of sub-divided plots equivalent to 12.50% of the total saleable area will be withheld by the Corporation till completion of development work at site and a remark to this effect shall be mentioned in the approved lay-out plan by the Corporation.
- (ix) The required infrastructure facilities will be completed by the allottee within 3 years from the date of approval of the layout plan of the proposed sub-division. After completion of infrastructure facilities, a committee comprising of Head of Technical cell and Unit Head concerned will examine the infrastructure facilities developed by the allottee and will submit an evaluation report which will be put up before the committee constituted at para (v) above for taking a decision regarding release / sale/ transfer of withheld plot(s).
- (x) In case the allottee fails to provide the requisite infrastructure facilities within the specified period or develop only part infrastructure then area of plots withheld by the Corporation shall revert to the Corporation. The Corporation will be at liberty to dispose of these plots by way of auction as per laid down procedure. The lessee will be required to execute an agreement with the Corporation for fulfillment of above condition.
- (xi) Sub-divided plots will be used for industrial and non-industrial, other than residential, purpose. However, total area that will be used for non-industrial purpose will be decided as under:
 - (a) 15% of the allotted plot area, if the plot was allotted stand alone.
 - (b) 15% of the allotted plot area, if the plot is falling in an industrial area subject to the condition that it should be within the ceiling of 15% of the total scheme area of the industrial area concerned for non industrial use. The area of non industrial use will be the total area excluding area under industrial use, roads, open/woodland, nallah and reserved areas
- (xii) The charges for sub-division permission/ transfer fee will be as under:
 - (a) Sub-division charges at the rate of 2% of the prevailing rate of allotment of the industrial area concerned for entire plot area if full plot area is proposed for sub division. However, in case part land is proposed for sub-division, then sub-division charges will be leviable at the rate of 2% of the prevailing rate of allotment for the part area proposed for sub-division (To be paid by the lessee before sub-division permission by unit office).

- (b) Transfer fee for transfer of sub-divided plots will be charged at the rate of 8% of the prevailing rate of the industrial area concerned (To be paid by allottee/purchaser on transfer of individual sub-divided plot).
- (c) Conversion charges leviable for change in land use of area of sub-divided plot from industrial to non-industrial use - as per rate prescribed in the RIICO Disposal of Land Rules, 1979 for that purpose (To be paid by the lessee before sub-division permission by unit office).
- (d) In case the plot is allotted stand alone and no rate of allotment is fixed for that plot/area by the Corporation, then the rate of allotment will be decided separately by Reserve Price Fixing Committee headed by the Managing Director.
- (xiii) The provisions of the policy shall be made applicable to the transferee/prospective buyer of the plot.
- (xiv) Lease period for the sub-divided plots will not exceed the remaining period of lease of plot originally granted to the lessee.
- (xv) Terms and condition applicable to the lessee will also mutatis-mutandis apply to all sub-lessees unless otherwise specified. The lessee/developer will execute sub-lease with the purchaser in the format which will be got vetted from the Corporation before execution. No fresh lease deed will be executed by the Corporation with the sub-lessee.
- (xvi) If any rebate in rate of allotment due to large size plot and minimum investment of Rs. 50 crores was allowed as per rule 3 (C) of RIICO Disposal of Land Rules, 1979 at the time of allotment then same shall be recovered along with prevailing rate of interest. However, additional 10% rebate in the rate of allotment availed by the allottee for making ^ 50 crores minimum investment will not be recovered, if the required investment was made by the allottee.
- (xvii) Lessee/ transferee will be bound to abide by the rules and regulations of RIICO Disposal of Land Rules, 1979.

18. TRANSFER OF PLOT AND CHANGES IN CONSTITUTION

18(a) **Transfer defined:** For the purpose of this provision transfer of plot (transfer of lease hold rights) will mean transfer of full plot, by way of sale, lease, assignment etc. including Merger, Acquisition and amalgamation of the companies. It will include transfer of plot/land by an individual/firm/company/ Limited Liability

Partnership (LLP)/ One Person Company or any other allottee/lessee as the case may be.

Notes:

- (i) The transferee will have the status of an allottee/lessee of the Corporation and all the rules and regulations of the Corporation will apply to the transferee 'Mutatis-Mutandis'. The transferee will be holding the land for the remaining lease period available in balance with the transferor of the land/plot.
- (ii) Lease period of 99 years will be computed from the date of original allotment in these transfer cases.

(a-i) Transfer of interest in firm/LLP: - If at any stage, holding/ownership/interest of the proprietor/promoter partners of the firm/Limited Liability Partnership (LLP), who were there in the firm/LLP at the time of plot/land allotment as the case may be, goes down below 51% in the firm/LLP, the same will be treated as transfer of allotted plot for the purpose of these rules & transfer fee will be applicable as per prevailing rules."

(a-ii) Transfer of interest in Company:

In case of private limited / public limited companies, plot transfer will be so treated if the allotted plot is transferred to a new company / firm. But when only shares of a company are transferred or Directors in the company are changed and the plot remains in the name of same company, it will not be treated as transfer of plot.

(a-iii): Transfer of interest in Trust/Society/Companies incorporated under Section 25 of Companies Act, 1956 or Section 8 of the Companies Act, 2013, as the case may be, i.e. Charitable Companies.

In case of Trust/Society/Companies incorporated under Section 25 of Companies Act, 1956 or Section 8 of the Companies Act, 2013, as the case may be, i.e. Charitable Companies, the transfer of plot will be so treated, if the allotted plot/land is transferred to a new Trust/Society/Companies incorporated under Section 25 of Companies Act, 1956 or Section 8 of the Companies Act, 2013, as the case may be and transfer fee will be leviable as per rules. But when only Trustees/Members/Shareholders or Directors of the respective Trust/Society/Company as the case may be, are changed and plot remains in the name of same Trust/Society/Company, it will not be treated as transfer of plot/land.

(a-iv): Transfer of land from one Allottee Trust /Society/Companies incorporated under Section 25 of Companies Act, 1956 or Section 8 of the Companies Act, 2013, as the case may be, i.e. Charitable Companies to a University established under any law.

Vesting of assets of allottee Trust/Society/Charitable Companies being sponsored body, incorporated under Section 25 of Companies Act, 1956 or Section 8 of the Companies Act, 2013, as the case may be, to any University by virtue of provisions of any Act/Ordinance/Rules by which any University is established, will be treated as transfer and transfer fee will be leviable as per rules.

(Inserted as per item 18 of IDC meeting dt. 09.09.15)

18(b) Transfer Fee:

- (i) Transfer fee for transfer of industrial, educational institutions and supportive services plots wherein the transfer of the plot is taking place after setting up of the project, will be as under:

Table-1

Category of Industrial Area	Rate of Transfer Fee
Unsaturated	1% of the industrial rate of allotment
Saturated	2% of the industrial rate of allotment

- (ii) In cases of transfer of plots allotted for residential and commercial purposes, the transfer fee for the above nature of the cases will be as under:

Table-2

S.No.	Type of plot	Rate of transfer fee
1.	Residential plot	1.5 times the rate of transfer fee applicable for transfer of industrial plot
2.	Commercial plot	2 times the rate of transfer fee applicable for transfer of industrial plot.

- (iii) In case of transfer of vacant plots the chargeable transfer fee will be at 15% of the prevailing rate of allotment of the industrial area concerned for the plots allotted for industrial, educational institutions and supportive services purposes. However for residential and commercial plots the said transfer fee (transfer of the vacant plots) will be 1.5 and 2 times the above fee, respectively.
- (a) Security deposit of the allottee will be forfeited consequent upon transfer of the plot without commencement of production activity.
- (b) Fresh security deposit has to be made by the transferee in whose favour the leasehold rights of the plot is transferred without commencement of production.
- (c) In the cases where fresh security deposit has already been got deposited from the transferee, the same will not be refunded.

(Inserted in pursuance of decision of the IDC as taken vide item (8) of its meeting held on 04.02.2014)

- (iv) In the cases where plots/land has been/allotted to the khatedars, concerned in lieu of the cash compensation, transfer fee for transfer of vacant plots also will be the same as mentioned at S.No. (i) and (ii), above in this sub rule.
- (v) In cases where in transfer of a vacant plot is being made by a defaulter allottee then the chargeable transfer fee in such cases will be 1.25 times the transfer fee as applicable for the regular cases and as mentioned at S.No. (iii) above.
- (vi) In case of subsequent transfer of an industrial plot without fulfilling stipulations imposed on the first transferee regarding re-starting the production in the closed unit, transfer fee will be levied at par with the fee applicable to the cases of first transfer i.e. 2% of the prevailing rate of allotment.

(Inserted as per item (6) of IDC meeting dt. 17.12.2015)

Note:

Transfer Charges shall be deposited along with the application to be calculated on the basis of prevailing allotment rate and prevailing rules of RIICO. This amount will be deposited as an advance till final disposal of application. In case of rejection of such application, the amount so

deposited, will be refunded without interest to the concerned applicant. No legal right would be created in favour of applicant merely on deposition of such amount.

18 (C) Exemptions:

The following cases will be exempt from payment of transfer fee:

- (i) If transfer of plot/land or interest/holding in the firm is in favour of blood relations. The spouses shall also be treated at par with blood relatives.
- (ii) If the transfer of the land/plot is being affected due to sale of land/plot by Financial Institutions, RIICO, RFC, Banks, DRT or the competent Courts under the relevant Act, after taking over the assets of the unit.
- (iii) If the transfer of the land / plot is being affected in pursuance of rehabilitation scheme sanctioned/ approved by BIFR/AAIFR/Financial Institutions.
- (iv) If the plot is being transferred to a new firm wherein the transferor proprietor/partner(s) and / or their blood relations are holding controlling shares in the new transferee firm.
- (v) If an allottee proprietorship firm/ partnership firm/LLP wants to carry out the business in changed name and/or style i.e. converting into proprietorship firm/ partnership firm/ Company including OPC/LLP as the case may be in accordance with relevant provision of respective Acts of such entities, provided the original proprietor/partners and/or their blood relations hold major share holding in the new set-up.
- (vi) If an allottee private limited/public limited company continues to carry out the business in its name irrespective of making changes in their board of director or carry out the business in the name of the company permitted by re-placing the name of existing company. Further, if any private limited company converts into Limited Liability partnership in accordance with provision of LLP Act, 2008 subject to the condition that the all shareholders of the company converting into LLP shall be the partners of the LLP and no one else.
- (vii) If the transfer of the allotted plot from one company to another company is being affected on account of the situation that the two companies (allottee/lessee company and transferee company) are getting amalgamated under the relevant law and in both these companies there are common directors having minimum 75%

share holding in each of the amalgamating companies.

OR

If common shareholders having 51% or more shareholding in parent company and also having more than 75% shareholding in the company(s) which is being amalgamated with parent company, in that situation of transfer of plot(s), transfer fee will not be levied.

(Inserted as per approval of the IDC vide item 28 of its meeting held on 30.7.2010.)(Amended vide item (8) of IDC meeting 16.6.16)

18(d) Explanations and Notes:

- (i) Existing partners / promoters means partners / promoters existing at the time of plot allotment.
- (ii) Blood relations means husband, wife, sons, daughters, brothers, sisters, father, mother, grand father & grand son of the allottee.
- (iii) Transfer of the plot under the rule will be subject to the condition that the Corporation will not be responsible to provide any infrastructure facilities viz. road, water, power, drainage, street lights etc. It will be the exclusive responsibility of the transferor/transferee to arrange the required infrastructure facilities at their own level and cost. An undertaking to this effect shall be taken from the transferor / transferee at the time of issuing permissions for transfer under the rule.
- (iv) Transfer of plot / land under these rules will be permitted for the same purpose for which the plot / land had been allotted.
- (v) Computation of transfer premium would be done as per the rate prevailing on the date of payment made by the allottee.
- (vi) All provisions as have been mentioned in this rule will be applicable on all pending cases. However the cases wherein transfer premium has already deposited shall not be reopened.
- (vii) Transfer of plot by concessional category candidate to same category *(as defined in Rule 3)* or transfer of plot after five years from the date of commencement of commercial production to general category shall be allowed *(under rule 18 above)*, without recovering rebate granted on allotment, otherwise the amount of concession allowed at the time of allotment shall also be recovered with interest from the date of allotment to the date of payment. The

period of possession remained with financial institution or the unit remains closed after production shall be treated in the 5 years period. However, provision of rule 18 shall also be observed in such cases.

- (viii) The transferor of the plot would submit No Objection Certificate from the secured charge holders to whom the title deed has been mortgaged. A specific condition shall be laid down in the letter of transfer that, RIICO shall not be liable for any dues of Government Departments / Organizations / Companies or Financial Institutions.
- (ix) Entrepreneurs belonging to Ex-serviceman and War Widows category may be allowed to take blood relatives in partnership provided the allottee eligible for concession holds major share in partnership (minimum 51%) both in capital and distribution of profits.
- (x) The Sr. DGM / Sr. RM / RM are fully authorized to permit change in constitution and transfer of land under Rule 18.
- (xi) The allottees seeking / informing changes in the constitution of firms/companies or transfer of plot shall submit the letter alongwith registered documents, related to the changes/transfer.
- (xii) In case of change in constitution of firm / transfer, stamp duty if payable under the stamp laws in Rajasthan, the same will be borne by the allottee concerned.
- (xiii) Khatedar allottee shall be permitted to transfer the vacant plot.
- (xiv) The transferee who has purchased the land/plot from the khatedar allottee shall not be permitted to transfer the vacant land. *(Inserted/amended as per decision taken by the IDC on 16.3.2001, 20.05.2004 & 21.10.2005 and vide item 12 of its meeting held on 27.10.2008. Further amended vide item 5 of the meeting held on 30.7.2010)*

18(e) Transfer of Industrial Plot for Telecom Services:

Allottees of industrial plots may be permitted to transfer / use the allotted plot for setting-up telecom infrastructure related service, on payment of a premium @ 5% of the prevailing industrial rate if the plot is located in saturated industrial area. However, no premium shall be charged for such transfer if plots are located in non-saturated industrial areas at the time of

the transfer.

18(f) Exchange of Plots:

(f-i) Mutual Exchange of Plots:

Exchange of allotted industrial and residential plots of same size among allottees in the same industrial area/ residential colony can be allowed without charging any premium.

(f-ii) Exchange of allotted industrial plot with vacant plot in the industrial area with a view to resolve the dispute:

- a. In case of plot allotted through normal procedure and the plot allottee is not in position to commence activities due to land dispute, then equivalent size vacant plot may be allotted on original allotment rate in the same area provided the area is non-saturated industrial area and if no such plot is available in the said industrial area, then he may be given an option to take a plot in other non-saturated industrial area.
- b. In case of plot allotted in auction or under TBAY goes under dispute then plot will not be exchanged and the deposited money can be refunded to the party alongwith interest with the approval of CMD. In saturated industrial areas plots are auctioned after fixing the reserve price depending upon the location of plot and the plot is auctioned on 'as is where is' basis. However, on the request of party for allotment of alternate plot in other non-saturated industrial area, plot may be allotted on the rate of development charges prevailing in the area and the money deposited against the disputed plot would be adjusted against the new plot.
- c. In case of plot allotted through normal procedure but at the time of resolving the dispute the industrial area becomes saturated, in such cases plot will not be exchanged in the same area and deposited money will be refunded with interest with CMD approval. However, on the request of party for allotment of alternate plot in other non-saturated industrial area, plot may be allotted on the rate of allotment prevailing in the area and the money deposited against the disputed plot will be adjusted against the new plot.
- d. In this policy, only those plots will be considered under dispute wherein competent court has granted stay or there is trespass of

religious nature due to which the allottee is not able to carry out the activities in the plot.

- e. The cut off date for seeking the relief will be two years from the date of execution of lease deed or the date of plot possession taken, whichever be earlier. In case of delay, only deposited money will be refunded considering the plot allotment as cancelled or surrendered.
- f. In case area of the offered plot in the same area is more than the area of plot allotted earlier then cost of land for the excess area will be levied at the prevailing rate of allotment in the area. However, in case of deficit, in the area of offered plot, cost of land for the deficit area will be returned at the original rate of allotment alongwith interest as per the Corporation policy.
- g. In case the rate of allotment of the plot offered in exchange in other area is more than the rate of allotment of original plot then the allottee will pay the difference in cost of land, however, in case the rate of allotment is less, then the Corporation would refund the amount at the original rate of allotment alongwith interest as per the policy. (*Inserted as per decision taken by IDC on 27.12.2004*)

(f-iii) Exchange of Plots Allotted in Business Campaigns :

Plots allotted in Business Campaigns may be allowed for exchange by the unit head with vacant plot in the unsaturated industrial area on payment of a fee @ $\text{Rs } 5/-$ per sqm. provided the rate of allotment in the area is unchanged.

Note : If the request for exchange of plot in the same area is accepted then the allottee shall not be charged on account of service charges and economic rent for the financial year during which the plot exchange has been allowed, for the exchanged plot if economic rent and service charges have been paid for the earlier plot.

In case of allotted plot under depression or near to polluting unit, plot exchange will be permitted at the level of Executive Director subject to payment of fee @ $\text{Rs } 5/-$ per sqm. All the cases of exchange of plot relating to industrial areas Bhiwadi, Chopanki and Khuskhera will be decided at HO Level.

(*Inserted as per decision taken by IDC on 12.8.2005*)

(f-iv) Exchange of Plots in Saturated areas :

As per authorization by the IDC, the Managing Director of the Corporation can approve the exchange of allotted plot with an alternative plot in saturated industrial areas where handing over possession of the allotted plot was not possible, free from encumbrances, due to dispute by Khatedar/plot planned on the land of left out khasra etc.

(Amended as per item 21 of the meeting held on 4.1.2013)

18(g). Surrender/ Cancellation of Plots allotted for any purpose such as Industrial/ Residential/ Commercial/ Institutional:

In case the Corporation cancels allotted plot or if any allottee or a lessee intends to surrender the plot or part thereof for any reason, the Corporation may accept it on the condition as it may deem fit. In such cases of plot surrender/ cancellation after 1st June 2004, the amount towards cost of land recovered from the party will be refunded after dealing the case in the following manner:

- (i) Service charges, economic rent and interest on unpaid service charges and economic rent till the date of surrender/cancellation of plots will be deducted from the refundable amount.
- (ii) Security deposit/ amount of keeness money will stand forfeited.
- (iii) Deduction of land cost irrespective of date of plot allotment will be made as under:
 - (a) In cases of cancellation/surrender of plot, the deduction of land cost shall be made @ 10% of the net cost of plot/land where the rate of allotment is upto $\hat{\text{2000}}/-$ per sqm., irrespective of fact that plots had been allotted by normal procedure or through auction and the industrial area is saturated or unsaturated.
 - (b) In cases of cancellation/surrender of plot, the deduction of land cost shall be made @ 6% of the net cost of plot/land where the rate of allotment is more than $\hat{\text{2000}}/-$ per sqm. ,irrespective of the fact that the plots had been allotted by normal procedure or through auction and the industrial area is saturated or unsaturated.
 - (c) The above provision shall be applicable in all cases except in the cases of plot sold by auction wherein specific condition of deduction of land cost @ 6.25% is mentioned in the allotment letter as per terms and conditions of auction.

(Amended /inserted as per item 9 of the meeting 4.2.2014)

- (iv) The interest received will not be refunded and outstanding interest till the date of plot surrender or cancellation will be recovered and deducted from refundable amount of cost of land. *(The policy is amended as per IDC*

decision taken vide item 8 on 20.5.2004)

- (v) Dispatch of the cheque of refund of amount sent by registered A.D. post should be considered as refund of the amount under RIICO Disposal of Land Rules, 1979 irrespective of non- encashment or returning of the cheque by the concerned party to the Corporation. The money shall be refunded only after the possession of the land is handed over by the party or possession is taken as per orders of the competent court / authority or deemed possession of the vacant plot.

(Substituted as per IDC decision taken vide item 8 on 10.12.2001 and item 8 on 27.12.2002. Inserted/amended as per item 31 of IDC meeting held on 10.2.2010)

(g-i) Conditional Surrender:

For the purpose of setting up of a new unit in joint venture with a foreign company, the allottee may be allowed to surrender his plot to RIICO. The same plot may be allotted to the proposed new unit at the rate of allotment prevailing on the date of allotment, irrespective of the priority list of the pending applications and holding of controlling share by the original proprietor / partner(s) / directors.

(g-ii) Surrender of allotted plot/land by the khatedar:

In case allottee Khatedar surrenders allotted plot, the amount of cash compensation may be paid as per award without interest after recovering outstanding dues towards economic rent and interest thereon and other dues, if any, till the date of surrender of the plot/land. *(Inserted as per approval of IDC vide item 14 of its meeting held on 27.10.2008)*

- 18(h):** The deposited amount shall be refunded alongwith interest as per the prescribed rate with the approval of the Managing Director in those cases where the allotment / possession of the plot could not be given by the Corporation due to court case or other unavoidable circumstances. However, the present rate of interest (w.e.f. 1.11.2003) is as following:

Table-4

1.	If amount remains with the Corporation for a period less than 1 year	@5.50% p.a.
2.	If amount remains with the Corporation for a period of 1 year and above	@6.00% p.a.

(Inserted as per IDC decisions taken vide item 28 on 20.9.1997, item 6 on 21.2.1998 and office order No. IPI/F-1 (9)2/82 dated 29th October, 2003)

18(h-i) Where an entrepreneur is desirous of getting a plot / plots allotted in any of the Industrial Area of RIICO in lieu of his/her allotted plot / plots in a industrial area, the entire amount deposited by the entrepreneur on account of Security Money and cost of land shall be transferred by the concerned Unit Office after deducting the due amount of service charges, economic rent from the allotment date to the date of such transfer, and interest on unpaid development charges, service charges and economic rent, to the other concerned Unit Office, where the plot allotment is being requested or allotment has already been made. The expenditure incurred on the lease deed will not be adjusted in any case. The fresh lease deed will have to be executed at the cost of allottee for change of plot in another area.

18(h-ii) If the decision on the allotment could not be taken within 30 days of the application and the amount remained deposited with the corporation, then application money will be refunded with interest @ 6% p.a. , which being the rate of interest being allowed by the Income Tax Department in cases of refunds. *(Inserted w.r.t item 7 of the IDC's meeting dt. 5.9.2011)*

Note: Such requests shall be considered at the rate of development charges prevailing in the desired area on the date of application for transfer made by the allottee. However, no allotment shall be made in those areas where decision has been taken for allotment of plots through open auction or under tatkal bhokhand awantan yojana. *(Inserted as per IDC decision taken vide item 13 on 28.6.1997 and clarification issued vide circular No. IPI/U (2) 2 (1-931/01)/1602 dated 28th February 2002)*

18(i) No Refund of cost of structures after cancellation / surrender of plot:
The Corporation will neither demand from new allottee the cost of structures built up and left by old allottee due to surrender / cancellation of allotted plot nor will undertake the payment of construction of such structures to old allottee. However, old allottee may consider to take away goods left by it as per clause of lease-deed. *(Inserted as per IDC decision taken vide item 15 on 13.11.2000)*

18(j) Surrender of Shed:

Surrender of shed may be accepted in the following manner:

- (a). Where the allottee has taken the possession of the shed but desires to surrender it, the surrender may be accepted on such terms & conditions as may be decided by the Corporation.
- (b). Where lease has been executed, the lessee shall execute formal

surrender deed at his cost in favour of the Corporation.

19. HOUSING IN INDUSTRIAL PLOTS

Housing in the industrial plots will be allowed subject to the building regulations as per the following norms :

- (i) In plots of 5 acres and above, five percent plot area shall be allowed for housing purpose. The construction of houses would be allowed within the permissible built up area only.
- (ii) In industrial plots of all types, residential construction to the extent of 2000 sq.ft. on the first floor of the factory building shall be allowed.

Note: However, the plot allottees will take due care to ensure that there is no danger of any kind on the health or lives of inhabitants of the residential accommodation from within or adjoining industries and the Corporation shall not be responsible for any mis-happening in this regard. Also the Corporation shall not provide any additional facilities to the residents. *(Inserted as per IDC decision taken vide item 18 on 8.8.2000 item 18 on 8.8.2000)*

20. BUILDING REGULATIONS

In erection of factories and buildings, the lessees shall comply with the building regulations (as per Form 'E' & 'E'-1) as well as the Rules / Regulations of Municipal / Urban Improvement Trust / Development Authorities. They will also submit their building plans to concerned Sr. DGM/ SRM/ RM of the Corporation.

20-A. The Managing Director shall have full powers with regard to the following :

1. Approval of layout plan of the industrial areas and changes / modification / revision / subsequent changes therein and all related matters.
2. Changes in status of any of the land at any industrial area e.g. conversion from industrial land to open land, service land, commercial land, residential land, conversion from open land to industrial land, commercial land, residential land, services land, conversion from service land to industrial, open, commercial, residential and for other purposes etc., and vice-versa. *(Inserted as per IDC decision taken vide item 8 on 30.12.1996)*

20-B. Sr. DGM / SRMs / RMs are authorized for :

- (i) sub-division of plots.
- (ii) reconstitution of plots.
- (iii) relaxation in set backs upto 10,000 sqm. plot area, maintaining front set back as per the scheme and as per guidelines issued vide the office order no. 11/2011 dated 12.3.2011

- (iv) re-planning of block as per site requirement.
- (v) change in land use of any vacant plot from lower to higher category (for example, from industrial to residential or commercial use), However, the allotment of so converted plot shall be made through open auction only.
- (vi) making changes in layout plan of industrial area including change of land use of vacant plots with the condition that, layout of main road is not changed and economics of area due to changes is not affected adversely. All changes at unit level shall be incorporated at Head Office level.

Note: However, relaxation in set-backs for the plots more than 10000 sqm will be considered as per following authorization:

Size	Competent Authority
10000 sqm to 20000 sqm	Committee comprising of concerned unit head, DTP/ Manager(Planning), Sr.RM (P&D) and headed by Adv.(Infra).
20000 sqm to 50000 sqm	Committee comprising of Advisor(Infra) , concerned unit head, DTP/Manager(Planning), Sr.RM(P&D) and headed by MD.
Beyond 50000 sqm	IDC

(Inserted as per IDC decision taken vide item 5 on 9.7.1998 & item 21 & 29 on 13.11.2000. Insertions further made as per item 14 of meeting dt. 16.12.2010 and item 11 of the meeting dt. 18.2.2011)

20-C. Change in land use of allotted land:

S. N0.	From	To	Conversion charges
1.	Industrial	A. Commercial	2 times the prevailing rate of allotment of industrial area concerned irrespective of category of industrial area.
		i. Commercial complex (Shops & Offices)	
		ii. Hotel	
		iii. Cinema	
		iv. Multiplex	
		v. Petrol pump and filling station (Petrol/Diesel/Gas)	
		vi. Hostel (For Kota Only)	
		B. Commercial	0.50 times the prevailing rate of allotment of industrial area concerned irrespective of category of industrial area.
		i. Warehousing and Logistics/ commercial warehousing on full allotted plot	
		ii. LPG Cylinder Godown on full plot	
		iii. Weigh bridge <i>(Amended as per IDC meeting 11.5.2015)</i>	
		C. Commercial Modern warehousing	1.0 time of the prevailing rate of allotment of industrial area concerned irrespective of category of industrial area

2.	Industrial	A. Institutional i. Hospital ii. Nursing Homes	0.75 time of the prevailing rate of allotment of industrial area concerned
		B. Institutional i. Educational Institutes (as defined in the rules) ii. University iii. Institutes imparting certificate courses/ vocational courses	0.10 time the prevailing rate of allotment of industrial area concerned
3.	Commercial	Industrial	0.10 times the prevailing rate of allotment of industrial area concerned
4.	Commercial	Institutional	0.10 times the prevailing rate of allotment of industrial area concerned.
5.	Commercial (specified use)	Other Commercial use	2 times the prevailing rate of allotment of industrial area concerned minus the rate paid at the time of allotment or 25% of the prevailing rate of allotment of the industrial area concerned, whichever is higher.

6.	Institutional	Industrial	0.10 times the prevailing rate of allotment of industrial area concerned.
7.	Institutional	Commercial	2 times the prevailing rate of allotment of industrial area concerned.
8.	Institutional (specified use)	<p>Another Institutional use</p> <p>(i) Hospital/Nursing Home</p> <p>(ii) Other than Hospital/ Nursing Home</p>	<p>0.75 time the prevailing rate of allotment of industrial area concerned.</p> <p>0.10 times the prevailing rate of allotment of industrial area concerned</p>
9.	Residential	Industrial	0.10 times the prevailing rate of allotment of industrial area concerned.

A) Following riders/conditions will be observed while considering the change in land use:

- (i) No change in land use of allotted plots will be permitted for residential purpose.
- (ii) No change in land use of vacant industrial plot would be allowed. In other words, the allottees of industrial plot who have not set up an industry will not be permitted change in land use for non-industrial purposes. However, change in land use of part vacant sub-divided plot would be allowed subject to condition that the leasehold rights of the sub-divided plot are held by the allottee of integrated plot.
- (iii) No change in land use of allotted institutional plots will be allowed in the dedicated Institutional Areas for any other purpose.
- (iv) No change in land use of plots allotted under the provisions of Rule 3(E) and 3(W) of RIICO Disposal of Land Rules, 1979 will be permitted.
- (v) Change in land use of plot allotted for non-industrial use will be allowed for vacant plot subject to payment of 15% of the prevailing rate of allotment as additional charges.
- (vi) Change of land use of the allotted plots for commercial/institutional purposes as permitted under this rule will be considered only for the plots located on the roads having right of way of 18.00 mts and above (total road width). However, in the land use conversion cases wherein the criterion of minimum road width of 24 mtr or above is specified in the building regulations/parameters then the same will be observed while considering the cases of the land use conversions.
- (vii) Land use for non-industrial purpose may be restricted up to 15% of the total scheme area of the industrial area concerned. However, warehousing and logistics/ commercial warehousing use of plot will not be included in the said 15% ceiling of non-industrial use in an industrial area.
(partially amended as per IDC decision vide item (4) of meeting dt. 13.02.2016)
- (viii) Marriage Hall/Garden and an independent Banquet Hall will not be permitted while considering change in the land use for commercial purposes even if the same are proposed as allied activity of a hotel (attached to the hotel).
- (ix) Allottee of plots in an industrial area (excluding EPIP, SEZ, IT park, Agrofood Park and IID Centre) desirous of change of land use will clear all

the outstanding dues of the Corporation and will have to submit the application in prescribed format along with prescribed processing fee, site plan showing the measurement of plot/part plot proposed for change of land use along with project report. The project report shall contain details of proposed use, cost of project, implementation time schedule, plans etc. However, in case, plot is located in industrial areas which have been notified under Industrial Park Scheme, 2002 for availing income tax exemption under section 80 IA of Income Tax Act 1961, then same shall be considered within the permissible limits. (amended as per item 5 of the meeting 07.10.14)

- (x) Allottee of the plot shall submit original Lease deed/sale deed with the application for change of land use. In case plots are mortgaged with financial institutions then allottee shall have to submit 'No objection certificate' from the financial institutions for proposed change of land use.
- (xi) The change of land use of part area of allotted plot shall be considered subject to withstanding with provisions of Rule 17-(B) (ii) and 17(E) related to sub-division of plot and any changes made there-upon. However, for change in land use for Petrol pump/filling station and weigh bridges in part area of plot will be considered notwithstanding with the requirement of rule 17-B (ii) which inter-alia provides that the smallest sub divided plot should be of size equal to minimum 20% area of original plot.
- (xii) The allottee shall follow all prescribed building parameters of Building Regulations. Building line shall be maintained looking to the other plots in particular row.
- (xiii) Weigh bridges in allotted industrial plot for captive use will be considered without change of land use. Construction of Weigh-bridge platform may be allowed within setback area. However, weigh bridges for captive use will be permitted only in industrial plot having area more than 1500 sq.mts. without charges by the committee constituted for change of land use.
- (xiv) Change of land use from allotted residential plot to industrial purpose will be considered on merit subject to fulfillment of following conditions:
 - a) The plot in question is situated in isolation of the residential block of industrial area.
 - b) Social facilities (Viz. Park, hospital, school etc.) for residential uses are not planned in the vicinity.
 - c) The changed use plot for industrial use shall strictly be permitted only for establishment of non-polluting industry.
- (xv) Change of land use for LPG Cylinder Godowns shall be subject to

approval/license from Petroleum Safety Organization.

- (xvi) Statutory and requisite approval such as, Food/Bar License, Fire NOC, Airport Authority, Forest Deptt. Clearance, Environmental clearance etc. from the competent authority shall be obtained by the applicant at his own level.
- (xvii) Time period for utilizing the converted plot will be as under:
 - a) If change of land use is of vacant plot - Same as allowed/ available for the allotted plot.
 - b) If change of land use is after utilization of plot - 3 years from the date of issue of final permission.
- (xviii) The change of land use will be approved by a Committee headed by Executive Director and with Advisor (Infra), concerned Unit head and STP/DTP as members.
- (xix) Regularization of unauthorized use of an industrial plot and its change of land use will be considered as under;
 - a) Allottee shall apply to the concerned unit office for regularizing the existing activity on industrial plot along with existing layout and building map.
 - b) After receiving the application, the case will be forwarded to the Head Office Committee as constituted for deciding cases of change in land uses. In case existing building/structure is not found as per the applicable bye laws, the applicant would be advised to make suitable changes.
 - c) If the case is found suitable, the applicants will be required to pay the additional conversion charges equivalent to 25% of the prevailing rate of allotment of the industrial area concerned, or applicable conversion charges whichever is lower, as regularization charges besides the normal conversion charges applicable as per rules.
 - d) Building norms/regulations etc. relevant for changed use will be made applicable to such cases of regularization also and will be observed while regularizing the unauthorized use of the industrial plot for the changed purpose.
 - e) Plot cancelled due to unauthorized use, shall be restored on the recommendation of change of land use committee.
- (xx) In case of change in land use of allotted plot, an option may be given to the allottee to use the existing construction for other use, subject to fulfilling

requirements of ground coverage, FAR, parking, fire fighting etc., as applicable for changed land use. Guidelines mentioned in point 3.2.19 will be followed.

- (xxi) If earlier permission was given on industrial plot for Petrol Pump/Weigh Bridge/ Hotel and for commercial warehouse without change in land use then in such cases the use of plot will be treated as industrial for the purpose of further change in land use of the plot.
- (xxii) For change in land use of part plot, sub-division charges as applicable under the policy/rules for sub-division of plots will be charged in addition to applicable conversion charges.
- (xxiii) Cases in which permission for change in land use has been granted and part/full conversion charges have been deposited, then request of the allottee for subsequent change in land use of the plot for original use before commencing any activity will be considered on payment of conversion charges equivalent to 0.10 times of the prevailing rate of allotment of the industrial area concerned. The amount of conversion charges already deposited will be refunded after deducting the said amount of conversion charges.
- (xxiv) In case of transfer of plot after change of land use, the transfer charges will be leviable as under;
 - a) If plot is utilized before change in land use - At the rate prescribed in the rule for transfer of plot after utilization.
 - b) If plot is vacant before change in land use and transferred without utilization as per norms - At the rate prescribed in the rule for transfer of vacant plot.
 - c) If the part converted plot is transferred without utilization - At the rate prescribed in the rules for transfer of vacant plot.
- (xxv) The payment schedule for conversion charges will be as under:
 - a) A letter will be issued by the unit office for conveying provisional/in-principle permission for change of land use with the condition to deposit 25% conversion charges, betterment levy (if any) together with full amount of service tax (if payable) within 30 days.

- b) Remaining 75% conversion charges will be deposited in 7 quarterly installments with 12% interest per annum. The interest will be charged from 121st day of allotment. The first installment shall become due on fixed date falling after 120 days from the allotment date i.e. 31st March, 30th June, 30th Sept. and 31st Dec. of the year. The installment shall be paid alongwith interest to be calculated on remaining amount of conversion charges on due date. In case of default, interest @ 14% will be levied on due principal amount of installment from the due date of the installment till the date of payment.
- c) On receiving payment of 50% conversion charges or payment towards first 3 installments, whichever is earlier, final permission for change in land use will be issued and building plans will be approved as per prescribed norms and sub leasing of built up space will be allowed.
- d) Allottee will be permitted to commence construction activity on the plot only after approval of building plans as mentioned above.
- e) Time extension from due date/regularization of delay in payment of installments with interest will be granted by the Managing Director.
- f) If the allottee fails to deposit the conversion charges as per prescribed schedule or in extended period, the provisional/in-principle/final permission for change in land use will be withdrawn and deposited conversion charges will be refunded after deducting payable dues and charges equivalent to 0.10 times of prevailing rate of allotment of industrial area concerned.
- g) In old cases wherein permission for change in land use has already been given as on date and 75% conversion charges have not been deposited within stipulated/extended period, as the case may be, then in such cases, the allottee will also be allowed to avail the installment facility as per the payment schedule prescribed above for deposition of balance 75% amount of conversion charges. However, in such cases issue of final permission for change in land use, approval of building plans and sub leasing of built up space will be allowed only after deposition of 50% conversion charges.

- h) Registration of sub-leasing of built up area will be permissible only after making full payment of conversion charges by the allottee.

(Amended as per IDC decision taken vide item (7) of meeting dt. 16.6.16)

- (xxvi) The allottee of the plot will be required to execute supplementary deed / correction deed after permission for change in land use.

B) The amended provisions for warehousing activity on industrial plot will be as under:

- a) Warehousing for captive use will be allowed along with industrial activity without any charges.
- b) Storage of raw material/ finished goods on part/full industrial plot, for other than captive use, will be treated as commercial warehousing.
- c) For allowing commercial warehousing on industrial plot only where an industrial unit has already been set up, following provisions shall apply:
- i. If only part industrial building maximum up to 40% of the plot area is permitted for commercial warehousing - subletting of the building will be allowed as per rule 16(1)-A.
- ii. If commercial warehousing on full allotted plot is to be allowed - the allottee will be required to apply for change in land use of the allotted plot from industrial to commercial warehousing purpose under this rule.

C) Modern Warehousing:

The Modern Warehousing is a set-up wherein warehouse-style retail stores/ warehousing and direct sales of any nature is carried out. Conversion charges from industrial use to this use shall be payable as prescribed in this rule, which are payable for the entire plot area requested for use of modern warehousing and direct sales of any nature. *(Inserted as per IDC decision taken vide item 4 and 22*

(D) Mixed Land Use :

i. Nature of Case	ii. Recoverable charges
<p>An industrial plot allotted for setting up of an automobile repairs and service center can be allowed for mixed use involving specific commercial use to the maximum extent of 25% of the total plot area</p>	<ul style="list-style-type: none"> • At 2 times the rate of allotment of the industrial area concerned up-to 25% of the plot area. • In case of violation of the ceiling of 25% of the total plot area to be put up commercial use, the allottee will be liable to pay the charges at two times the rate of allotment of the industrial area concerned for total plot area. • The existing unauthorized mixed use by such allottees may also be regularized on payment of additional charges equivalent to 25% of the prevailing rate of industrial area concerned, or applicable charges, whichever is lower, as regularization charges besides the recoverable charges applicable as above.

The conditions applying on the above cases will be as below;

- (a) The said mixed use will be allowed to the maximum extent of 25% of the total plot area. The dealer will use the display area only for the sale of products under his dealership and related activities.
- (b) While permitting the above, the existing building parameters as prescribed to the industrial land will remain unchanged and would be observed.
- (c) Permission for above mixed use will not be permitted in the plots which are located on roads having right of way of less than 18.00 mtrs.
- (d) Building height can be upto 15 mtr for the portion being used for commercial purpose for the activities related to automobile repairs and service centre. Other activities, sub-leasing/rental and residential use of the commercial portion shall not be permitted. However, in such plots for mix use provision of parking @ 1 ECS/ per 50 sq. mts + 25% extra parking

for visitors (equivalent to commercial use building) shall have to be provided in the plot with respect to total built up area (on all floors).

- (e) The above permission for mix land use may be accorded by the Competent Committee constituted for change of land use. *(Amended as per IDC Decision taken item 18 dated 11.5.2015)(Further amended as per IDC decision vide item (4) of meeting dt. 13.02.2016)*

21. TIME PERIOD FOR COMMENCING PRODUCTION ACTIVITY / UTILIZATION OF ALLOTTED PLOTS

1. The provisions related to time period for commencing production/making utilization of an allotted plot for the purpose the plot has been allotted will be as under:
 - (i) A period of three years (However in case of allotment under Rule 3-W, this period shall be reckoned from the date of the land allotment) will be allowed from the date of handing over possession of the allotted land.
 - (ii) In case land is allotted prior to development of the area, then above period of three years would be reckoned from the date of declaring the area as developed. However this relaxation shall not be applicable to land allotments under the rule 3(W).
2. *The time limit for commencing production/construction of dwelling unit/commercial establishment shall not apply to khatedar allottees. However, the time period prescribed for setting up the industry/dwelling unit/commercial establishment as per rule, shall be binding upon the transferee who has purchased the land from the khatedar allottee. The relevant date will be the date of transfer.

* The above amendmended proviso shall be available to the existing allottee khatedars also. However, the cases already decided as per provisions existing prior to the above amendment shall not be re-opened. *(Item 5 of the meeting held on 30.7.2010 and further amended as per item 3 of the meeting 04.1.2013).*

3. Minimum requisite construction for the purpose of considering utilization of the allotted plot shall be as under:

S.No.	Use of Plot	Minimum built Up Area*
1.	Industrial Plot	<p>A. 20% of the plot area on ground or FAR.</p> <p>B. In case of the following industrial units, requirement of 20% built up area with roof under the rule may be assessed taking into account also the land area being utilized by the allottee as stockyard of raw material and finished goods. In other words the land area (open or covered) being utilized by such allottees for stockyard purpose may also be included for the purpose of calculating built up area in the plot:</p> <ul style="list-style-type: none"> (a) Stone based industries such as marble/ granite/ kota- stone processing units. (b) Cement based industries such as PCC Poles, Hume Pipes, Concrete Blocks/Curb Stones, Cement Tiles, Cement Gamala & Jali products. (c) Wool Processing Industries. (d) Mineral Grinding Units. (e) Salt Grinding. (f) Fly Ash based Industry. (g) Bio Mass based Power Plant (h) Herbal Extract Purified Derivatives Bulk Drugs Projects (i) Dal Mill Udyog (j) Pesticeds formulation and ferrous sulphate units (k) Fabrication of towers (l) Agro fuel Coal brickets (m) Paper Board Industry

S. No.	Use of Plot	Minimum built Up Area*
2.	Commercial Plot	A. 20% of the Standard/Prescribed FAR
		B. Required minimum built-up area shall be as under in following cases: <ul style="list-style-type: none"> i. For shops/showroom plots - Area of building construction permitted as per site plan/typed design. ii. For Weigh Bridges/Petrol Pumps plots - Area of building construction as prescribed in the concerning building regulation.
3.	Residential Plot	A. For Group Housing - 20% of Standard/Prescribed FAR
		B. For individual housing plots - Area of construction of a dwelling unit i.e. one room, one kitchen and one toilet
4.	Institutional Plot	20% of the Standard/Prescribed FAR

* Built up area would mean a building with roof and having side walls/covering as required for the nature of product/activity.

(Inserted as per the decision taken by IDC vide item 4 on 30.4.2007 and item 14 of the meeting held on 19.6.2009 and item 21 of 10.2.2010 and 11 of the meeting held on 15.4.2010. Amended vide 5 of the meeting held on 30.7.10. Inserted as per item 2 of IDC meeting held on 2.11.2010. Further inserted as per item 12 of IDC meeting dt. 18.2.2011. inserted as per item 16 of the meeting 29.5.2012. Inserted/amended vide item 5 of the meeting 06.8.14) (Amended as per item 16 of the meeting dated 30.6.2015)(amended as per item (4) of the meeting dt. 16.6.16)

4. The allottee shall intimate by registered letter to the Corporation about the activities after utilization of the plot as per above. Utilization of the plot will be recorded by the unit head based on one of the following documents, if requisite minimum construction, has been completed as stipulated above in this rule:

- (i) in case of units which are liable to deposit Sales Tax, CST or VAT - the date on which the unit makes the first payment of Sales Tax, CST or VAT will be taken as date of commencement of production.

- (ii) in case of units not paying Sales Tax, CST or VAT - the date any other tax paid for the first time to the State Government will be taken as date of commencement of production.
- (iii) for those sectors which do not pay any taxes to the State Government in respect of investment to which subsidy/exemption is linked - the date of bill of commercial transaction (receipt of deposit of fee/charges etc.) will be taken as date of production.

Note: However, in those cases where preferential allotment has been made under Rule 3(W), 'commencement of production' will be recorded as above, only after verifying that investment of the envisaged amount as per the project submitted by the allottee at the time of approval of allotment by the constituted Committee has been made ,

5. As a relaxation in the provision at S.No. (3) of the rule 21, the Managing Director will be the competent authority to consider an industry to be in production even if the minimum area construction requirement has not been met at site, in view of totality of circumstances of the project. However, the above relaxation/dispensation will be subject to the conditions and stipulations:

- (i) Commercial production has been started by the such allottee with minimum 10% constructed area
- (ii) The allottee shall complete requisite minimum built up area subsequently in phases as per the requirements of the rules.
- (iii) No sale/ transfer of lease hold rights will be permitted till the unit completes the minimum construction as per Rule-21 of RIICO Disposal of Rules, 1979.
- (iv) If the minimum construction parameter of the rule is met within next two years of the commencement of production in first phase, no retention charges shall be levied. However in case of failure, to complete the construction as above , the said deferment regarding recovery of retention charges shall be treated as withdrawn and the matter will be dealt as if unit has violated the provisions of Rule-21 of RIICO Disposal of Land Rules, 1979.

(Inserted as per approval of IDC w.r.t item 16 of its meeting held on 18.2.11)

Note : In cases of plot/land allotments made during 13.11.2000 to 31.3.2001, 24.11.2001 to 31.3.2002 and 24.2.2003 to 31.3.2003 wherein land allotment was made without any specific condition on the allottee for completing construction and commencing production activity on the allotted land/plot within the stipulated period would now be required to complete construction and commencing production activity within a period of 3 years in non NCR Region and within 2 years in NCR Region from 1.6.2012. (*Inserted as per item 5&18 of the meeting held on 29.5.2012*)

Note : In cases where lease-deed of plot has been executed or possession of plot is taken over / deemed, prior to declaration of area as developed then, the period for commencement of construction activities, completion of construction activities and commencement of production activities will be considered from the date of declaration of area as "Developed".

6. Stipulations regarding the Cluster Development by a developer :

An overall time period of five years from the date of allotment of land will be allowed for development of land and also for coming into production by the individual units, to be set-up in the Cluster Scheme, wherein the internal development of allotted land is the responsibility of the developer, in case of land allotted under various 'Cluster Development Schemes'.

"The amended provisions of enhanced built up area requirement along with other related provisions will be applicable on the allotments made on or after 04.03.2014. (*Amended as per IDC decision taken vide item 3 on 20.05.2004*)

22. DELEGATIONS FOR LAND ALLOTMENT

Allotment shall be made in the following manner:

- (i) Industrial plots - Sr. DGM / Sr. RM / RM shall have full powers for making allotments of planned industrial plots of any size in the industrial area for setting up an industry on receiving complete applications as per these rules. The copies of allotment letters shall be sent to all members of DLAC and concerned District Collector for information. However, for technical advice about the project and land requirement, applications may be referred to Head Office.

- (ii) Plot allotments of all other type shall be made by Sr. DGM/Sr. RM/RM as per the Corporation policy decided from time to time. *(Substituted as per IDC decisions taken vide item 12 on 13.11.2000 and item 21 & 29 on 13.11.2000)*

23. TIME EXTENSIONS: Time extensions in favour of allottees of plots allotted for industrial/ commercial/ residential/ other purposes may be granted as per delegation provided as hereunder. *(Inserted as per IDC decision taken vide item 4 on 16.9.2003)*

23-A Time extension for payment of cost of land:

On request of the allottee, time extension for payment of balance land cost/ instalment of cost of land beyond prescribed period, may be granted on payment of interest at the prescribed rate. Delegations in this regard are as under (except for the land allotment under rule 3 (W), for which there is a separate provisions and delegations as contained in the said rule):

- (1) Sr. DGM/ Sr. RM/ RM are empowered to grant time extension upto two years from the scheduled date of payment of last instalment, with interest thereon for the extended period beyond the due date of payment if, plot is located in unsaturated industrial areas and upto one year if, plot is located in saturated industrial areas, irrespective of increase in rate of development charges of the area. *(Amended as per IDC decision vide item 5 on 20May 2004)*
- (2) Advisor (Infra) may grant the extension with interest, for a further period of two years and three years in saturated and unsaturated industrial areas respectively.
- (3) M.D. shall have full powers for granting the extension with interest.

23-B. Time extension for payment of other dues and removal of breach of terms and conditions of lease deed / allotment letter:

In case of default in payment of other dues (economic rent, service charges etc.) or breach of terms and conditions of lease deed / allotment letter, unit heads shall have full powers to grant time extension for payment of dues with interest / regularization charges or on removal of breach. *(Substituted as per IDC decision taken vide item 8 on 27.12.2002. Amended as per item no. 3 of IDC meeting held on 2.11.2010)*

23-C. Time extension for delay in commencement of production activity or activity for which the plot is allotted:

1. Time extension for completion of construction and for commencement of the activity (industrial/ residential/ commercial/institutional) for which plot is allotted (except for land allotment made under Rule - 3(W) for which there are separate provisions and delegations as contained in the said rule) will be allowed beyond stipulated period on the request of the allottee on payment of retention charges as per following provisions.

In land allotment cases wherein 5 years or more period for completion of construction and commencement of the activity has already expired (as on 31.07.2014) and the plot has not been utilized by the allottee, then time extension/regularization of delay will be considered in such cases on payment of retention charges as per the rate given below;

SN.	Time extension	Rate of RC per quarter or part thereof	Competency
1.	Regularization of old delay and time extension maximum upto one year from the date of application.	1%	MD
2.	Further extension of two years	1.5%	MD
3.	Further extension of two years	2%	MD
4.	Further time extension as per merit of the case	As may be decided by the IDC	IDC

In cases wherein 5 years period for completion of construction and commencement of activity has not expired (as on 31.07.2014), then time extension/regularization of delay in such cases will be considered in stages on payment of retention charges as given below;

SN.	Time extension	Rate of RC per quarter or part thereof	Competency
1..	Upto one year	0.5%	Unit Head
2.	Upto three years	1%	Unit head
3.	Upto Five Years	1.5%	Advisor(infra)
4.	Upto seven years	2%	M.D.
5.	Further time extension as per merit of the case	As may be decided by the IDC	IDC

General Note & Explanation:

- (i) 5 years time period for completion of construction and commencement of the activity would mean sum of scheduled time period + extended time period + time period to be regularized.
- (ii) The intermediate milestones regarding commencement of construction and completion of construction would not be observed at the time of granting time extension for commencement of activity.
- (iii) If the allottee seeks time extension for more than one year at a time than retention charges will be calculated in stages as per the rates given as above.
- (iv) Maximum two years extension will be granted at a time irrespective of regularization of period of old delay.
- (v) The rate of allotment for computing retention charges will be one time for industrial and institutional plots, 1.5 times for residential plots and two times for commercial plots.
- (vi) In case rate of allotment of housing colony is fixed then the rate of allotment for computing retention charges will be 1.5 times of the prevailing rate of the allotment of the industrial area or the rate of allotment of the housing colony, whichever is higher.
- (vii) The applicable retention charges will be leviable 50% of the total amount of retention charges for the industrial areas located in tribal and backward districts.
- (viii) If the allotted plot is transferred prior to utilization of plot then transferee shall be required to commence the activity on the plot as per scheduled period allowed to transferor and extension beyond the original scheduled period will be granted on payment of retention charges at the rates prescribed as above.
- (ix) If purchaser/seller is not reporting purchase/sale of the plot to RIICO and subsequently allotment of plot is cancelled after serving show cause notice to the seller (lessee) then retention charges for the period of delay/time extension involved will be leviable at double the normal rate of retention charges in addition to restoration charges as per rules (as approved by IDC in its meeting held on 04.02.2014).

- (x) Computation of retention charges will be done as per the rate prevailing on the date of payment made by the allottee. However, pre-revised rate of allotment will be applicable in the cases of revision in rate of allotment of industrial area, as decided by IDC in its meeting held on 26.02.2014 (Office Order No. 13/2014 dt. 04.03.2014).
- (xi) a. In cases of allotment of plots made w.e.f. 01.04.2016 in undeveloped industrial areas which are not proposed to be developed in future also, time extension for completion of construction and commencement of activities will be granted on payment of retention charges in favour of these plot allottees in such industrial areas .
- b. In cases of allotment of plots made prior to 01.04.2016 in industrial areas which are not proposed to be developed in future, general time extension upto 31.3.2017, including regularization of old delay period, if any, will be allowed without retention charges for completion of construction and commencement of activities. However, in such cases, further time extension from 01.04.2017 will be considered on payment of retention charges.
- c. In case of allotment of plots already made on undeveloped basis (as on 12.05.2016) in industrial areas which are proposed to be developed, then in such cases scheduled time period for commencement of activity will be reckoned from the date of possession or two years from the date of decision (i.e. 12.05.2016), whichever is later, and further time extension for completion and commencement of activity will be granted on payment of retention charges as applicable to general plot allottees in that industrial area.
- d. In cases of allotment of plots to be made on undeveloped basis in industrial areas which are proposed to be developed, then in such cases scheduled time period for commencement of activity will be reckoned from the date of possession and further time extension for completion and commencement of activity will be granted on payment of retention charges as applicable to general plot allottees in that industrial area.
- (amended as per decision taken vide item 5 of IDC meeting dtd. 12.05.2016)

2. **Obligations of the transferee in case of transfer of closed units:**
All transferee of closed units will be required to restart production activity within 2 years from the date of transfer of leasehold rights. If transferee/ subsequent transferee fails to commence production

within above stipulated period than further time extension will be granted on payment of retention charges as per the rates prescribed at Sub -Rule. 1.2 above.

In case the first transferee of the plot does not commence production as per above stipulations and further transfers the plot then subsequent transferee shall be required to commence production as per schedule prescribed to the first transferee as above or within the extended period as the case may be. *(Inserted as per item (6) of the IDC meeting dt. 17.12.2015)*

Note: If the allotted plot is transferred prior to commencement of production in plot then the transferee shall be required to commence production activity as per schedule allowed to transferor and extension beyond the original schedule may be granted on payment of retention charges as per rules. However, before issuing permission for transfer of plot prior to commencement of production activity, transferee of plot / part plot shall be asked to submit his program for commencement of production activity and accordingly retention charges shall be demanded from the transferee. In case of transfer of part vacant land of the plot, transferee shall be allowed to commence production within three years from the date of issue of transfer order of vacant plot.

(Period amended as per IDC decision taken on 20.05.2004) (Inserted as per IDC decision taken vide item 8 on 27.12.2002 and item 22 on 13.11.2000 and office order issued vide No. IPI/P-6/25/iii/1201 and 1922 dated 24th November 2001 and 24th February 2003 after approval of M.D. Inserted the above notes (1 to 4) as per approval accorded by IDC vide item 23 of the meeting held on 21.2.98, item 14 dated 16.9.2000, item 8 held on 25.1.2001, item 13 of the meeting held on 10.12.2001 and items 25 & 34 held on 23.9.2002. Policy amended vide item 3 of IDC meeting dtd. 06.08.2014)

3. Special Time Extensions:

- A. Managing Director shall have power for considering time extension without retention charges in favour of the allottees (other than rule 3 (W) allotments) as per merit of the case in the following situations:
- (i) Possession of plot could not be handed over by RIICO free from encumbrances.

- (ii) Delay in obtaining Environment Clearance by the Corporation for the industrial area concerned or delay in obtaining Environment Clearance by the allottee subject to condition that the allottee having fulfilled all requirements for obtaining Environment Clearance.
 - (iii) Construction could not be commenced due to court stay/pending litigation.
 - (iv) The plot is affected substantially due to passing of high tension power line.
- B. Hotel activity, in cases, wherein permission was accorded without change of land use, will be considered as commercial activity w.e.f. 04.03.2014 for the purpose of levy of various charges such as service charges, retention charges, etc. However, the nature of the allotted plot will remain industrial in such cases. Time extension in such cases wherein permission was given for setting up Hotel on allotted industrial plot will be considered as under :
- (i) Further, time extension for utilizing the plot for hotel activity in such cases will be considered as per the prevailing provisions of granting time extension under Rule 23-C of RIICO Disposal of Land Rules, 1979. However, for computing the retention charges, rate of allotment of industrial area concerned will be considered as under:
 - a) Up-to 03.03.2014 - at the prevailing industrial rate of allotment of concerned industrial area on the date of granting time extension.
 - b) From 04.03.2014 - at 2 times of the prevailing industrial rate of allotment of concerned industrial area on the date of granting time extension.
- Note:** While calculating retention charges up-to 03-03-2014, if last quarter is commenced before 04.03.2014, then retention charges will be calculated for whole quarter.
- (ii) The cases wherein permission to set up hotel was given on vacant plot i.e. prior to commencement of production activity, the schedule time period for setting up hotel will be same as allowed in the allotment letter and further time extension will be granted on payment of retention charges as per rule 3 B (ii) above.
 - (iii) In cases wherein time period for setting up hotel was not mentioned

in the permission issued by the Unit Office for setting up hotel on the allotted industrial plot, in such cases 2 years time period from the date of approval of building plans will be given. The Unit Head will issue registered letter to such allottees to get the building plan approved within 45 days from the date of issue of letter. In case, the allottee fails to get building plan approved within 45 days then the permission shall be withdrawn by the Unit Office without issuing any further notice.

- (iv) All other cases which are not covered in above provisions of rule 3(B)(i to iii) shall be dealt de-novo. (*Inserted as per item (3) of IDC meeting held on 04.08.2015*)

23-D. Waiver / reduction in interest / retention charges / other charges:

The cases of waiver / reduction in various charges shall be decided by the following committees:

- (i) Committee - I comprising of Advisor (Infra), Advisor (A&M), FA, CGM /GM, Controlling Officer of Technical Cell and Company Secretary (Convenor) under chairmanship of *the Executive Director shall decide the following cases of waiver / reduction, having financial implication upto ^ 2,00,000/-:
- (a) Interest on outstanding development charges, economic rent and service charges.
 - (b) Retention charges
 - (c) Rent / interest on rent of building let out by the Corporation
 - (d) Penalty in water bills due to non-payment in time.
 - (e) Premium/ interest on premium levied upon allottee for sub-letting the premises.
 - (f) Penalty on service charges for non-payment of service charges in time.

* The Committee will be headed by the Advisor (Infra) , if the Executive Director is not posted in the Corporation.

- The Committee shall have quorum of 3 officers.

- (ii) Committee-II comprising of Advisor (Infra), Advisor (A&M), FA (Convenor), CGM/GM, Controlling Officer of Technical Cell and

Company Secretary under chairmanship of CMD shall decide the cases of waiver / reduction mentioned in above para having financial implication more than ^ 2,00,000/- The Committee shall have quorum of 5 officers. However, CMD may also exercise the powers without Committee's recommendations in deserving cases for reasons to be recorded in writing.

- (iii) The Committee-II under chairmanship of CMD shall also decide the following matters / cases irrespective of amount of financial implication involved:
- Transfer premium for transfer of part land if the unit is exclusively financed by RIICO by way of term loan and the loanee intends to clear term loan dues under one time settlement by way of sale of part land under Rule 17B.
 - The cases of charging simple interest on outstanding dues of plot / shed allotted before 30.9.75 and to waive recovery of panel interest or grant rebate in rate of interest on outstanding dues of plot / shed, if allottee is prepared to pay all the outstanding dues in lump sum.

CMD is also authorized for giving delegation / special powers to SRM/RM for deciding the cases in industrial campaigns.

(Inserted as per IDC decisions taken vide item 12 on 23.9. 2002 & amended vide item 15 on 6.6.05. Amended as per item 4 of the meeting held on 16.12.2010)

23D-1 The retention charges for the period during which the allottee could not commence or carry the activities on the plot in view of court stay or decision given by a competent court, shall be waived with the approval of the CMD. *(Inserted as per IDC decision taken vide item 12 on 4.9.2003)*

23-E: Exempting industrial plot allottees from payment of retention charges for the period during which plot / shed remained on rent:

In cases of industrial plot allotments where the Corporation has permitted allottees for sub-letting of the plot / shed, in advance, prior to commencement of production activities, retention charges shall not be levied for the period of sub-letting, in case of delay in commencement of production activities by the allottee. *(Inserted as per IDC decision taken vide item 13 on 30.6.2003).*

24(1) CANCELLATION

The Corporation shall have the right to cancel the plot allotment after issuing a **45 days** registered AD show cause notice to the allottee by the concerned Sr. DGM / Senior Regional Manager / Regional Manager for breach of any of these rules, condition of allotment letter or terms of lease agreement. The powers of plot cancellation shall vest with the the Unit Head for all categories of the land/plot allotments except for the land/plots allotted under Rule 3(W).

In show cause notice the allottee would be asked to show cause why the plot allotment should not be cancelled, lease deed of the plot should not be terminated and plot should not be taken in possession, in view of the default committed by the allottee. In the notice it would also be clarified that, the said default shall be condoned only on payment of interest/retention charges or removal of breach of terms and conditions / its regularisation. In case of no response or reply to the show cause notice without commitment for deposition of dues, for regularisation of delay / default or removal of breach of terms and conditions by the allottee, allotment of plot should be cancelled terminating the lease-deed of plot.

In case of cancellation of plots the cheque for refund amount, if any, has to be issued and sent along with cancellation order, in case the plot is vacant. A plot shall be deemed to be vacant for this purpose, in case there is no construction on the plot and even where boundary wall/watchman room (non-habitable)/ factory block upto the plinth level has only been constructed.

For possession of non-vacant plot, the case shall be filed in the competent E.O. Court. After taking possession of non-vacant plots on orders of competent authority cheque of refundable amount shall be sent to the party. Original receipt shall not be demanded from the party.

(Amended as per IDC decision taken vide item 20 on 7.12.2000 and item 8 on 27.12.2002. amended as per item 6 of the meeting 26.4.2012. inserted as per item 4 of the meeting 13.8.2012 ..further inserted as per item 4 of the meeting held on 4.1.2013)

24 (2) Review/Appeal

(a) - Review

1. Any person who is aggrieved with the cancellation order issued by the authority concerned is eligible to file review application before the Reviewing Authority.
2. Review application shall lie subject to condition that party has not filed any appeal under RIICO Disposal of Land Rules, 1979, if :
 - i. Any error apparently on face of record;
 - ii. Any error of interpretation of rule/law;
3. Such review application shall be filed within 45 days from the date of passing of order subject to condition that order sent by registered A/D or Speed Post and also through e-mail, if available with record.
4. The Reviewing Authority would be the authority who passes any order under the provisions of RIICO Disposal of Land Rules, 1979.
5. No application fee would be payable to file review application.

(b) - Appeal

- (1) If any person is aggrieved by any order passed by any competent authority of the Corporation pertaining to cancellation order under the RIICO Disposal of Land Rules 1979, he may file an appeal before the Appellate Authority.
2. (i) All appeals shall lie to Managing Director of the Corporation against the order passed by concerned unit head or any other subordinate officer of the Corporation authorised on this behalf.
(ii) Appeals against the cancellation of allotments, in case of allotment made under Rule 3(W), shall lie to Chairman, RIICO.
3. Such appeal shall lie before Appellate authority in following conditions;
 - i. Any review/restoration application is rejected by the competent authority; and/or;
 - ii. The party did not prefer the review /restoration application against the cancellation order; and/or;
 - iii. If case is not covered under the restoration policy.Provided the plot for which appeal is being filed, is still not

re-allotted.

4. The aforesaid appeal should be filed within a period of four months from the receipt of the cancellation order or 2 months from the date of order passed in review application. However, if the appeal is not filed within prescribed time limit, the appellate authority shall have powers to condone the delay on the grounds to be recorded in writing while considering such appeals.
5. No application fee would be payable for filing of Appeal.

24(3) Policy of Restoration of allotment of cancelled plot.

1. Restoration of allotment of cancelled plot can be considered by the Corporation depending upon the merit of each case, subject to fulfillment of the following criteria/conditions:-
 - i. Possession of the cancelled plot is lying with the party (applicant), and/or;
 - ii. Possession of the cancelled plot is with the Corporation, and refundable amount consequent upon cancellation of allotment of plot is not paid, and/or;
 - iii. Possession of the cancelled plot is with the Corporation and cheque of refundable amount sent to the party but not encashed by the lessee/purchaser, and/or;
 - iv. Possession of the cancelled plot is with the Corporation and no amount is payable to the lessee/purchaser consequent upon cancellation of allotment of plot and the deposited money has been adjusted against the outstanding dues of the Corporation.

Provided the plot for which restoration is seeking, still not re-allotted after cancellation of allotment by the Corporation.

Further, provided that any request under the aforesaid restoration policy can be considered only when the allottee / applicant has removed or suppose to be removed, (in case possession with the Corporation), the breach/violation of terms and conditions of the allotment letter/lease agreement for which allotment of plot is cancelled.

2. Application for restoration of allotment of plot should be filed within one year of cancellation order issued on and after 17.06.2014. However, no time limit shall be applicable for old cases if they fulfilled aforesaid

eligibility conditions for filing of restoration application.

3. Such restoration application should be disposed of by concerned Unit Head of the Corporation subject to approval of time extension involved for payments/utilization of plot by the competent authority.
4. Restoration charges shall be payable as under;
 - (i) 20% of the prevailing rate of allotment of the industrial area in case where applicant has made default in payment of more than 50% of payable amount towards cost of land/3 or more consecutive installments.
 - (ii) 10% of the prevailing rate of allotment of the industrial area in case where applicant has made default in payment of less than 50% of payable amount towards cost of land or less than 3 consecutive installments.
 - (iii) 1% of prevailing rate of allotment of area concerned, in case allotment of plot is cancelled due to non-payment of annual charges.
 - (iv) 10% of the prevailing rate of allotment of the industrial area concerned, in case allotment of plot is cancelled on account of non utilization of plot within the stipulated/extended period, subject to condition that possession of plot is deemed with Corporation or possession is with the applicant/party.
 - (v) 10% of the prevailing rate of allotment, in case allotment of plot is cancelled due to violation/breach of conditions of allotment letter/lease deed other than mentioned at point no. (i), (ii) & (iii) of above subject to condition that possession of plot is with Corporation or possession is with the applicant/party.

Notes:

- I. The prevailing rate of allotment for industrial and educational institute plots will be at par with the prevailing rate of allotment of industrial area concerned.
- II. The prevailing rate of allotment for residential plot will be two times of the prevailing rate of allotment of industrial area concerned or rate of allotment of the housing colony, whichever is higher.
- III. The prevailing rate of commercial plot will be four times of the prevailing rate of allotment of industrial area concerned.
- IV. The plots allotted through auction will also be considered for restoration as per the above policy.
- V. The Lessee/applicant shall be under obligation to pay other charges, if applicable such as outstanding dues along with interest, retention charges, annual charges and interest thereon etc., in addition to payment of restoration charges.
- VI. After receipt of restoration charges, interest, retention charges, dues etc. and removal of breach of terms and conditions, cancellation letter shall be withdrawn and allotment of plot shall be restored to the plot holder on the terms and conditions mentioned in allotment letter/ lease deed or further prescribed by the Corporation.
- VII. Restoration Charges shall be deposited along with the application to be calculated on the basis of prevailing allotment rate and prevailing rules of RIICO. This amount will be deposited as an advance till final disposal of application. In case of rejection of such application, the amount so deposited, will be refunded without interest to the concerned applicant. No legal right would be created in favour of applicant merely on deposition of such amount.

24 (4) : In cases possession of cancelled plot is taken under the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1964

In cases where in possession of cancelled plot has already been taken by the Corporation after eviction of unauthorized occupant under the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1964, the allotment of such cancelled plot will not be restorable. In such case, re-allotment of cancelled plot on preferential basis in favour of person who had hold the plot at the time of cancellation/taken over the

possession, can be considered by the Infrastructure Development Committee of the Board of the Directors (IDC) on case to case basis depending upon merit of each case and on the terms and conditions as may be decided by the Committee.

(Substituted as per item 5 of the IDC meeting 17.6.2014)

25. REFUND OF SECURITY DEPOSIT/ MONEY

The Security deposit paid with the application for allotment of land will be refunded in the following cases:-

- (i) Where the applicant has withdrawn in writing his request for allotment of land before allotment is made.
- (ii) Where the application for land allotment before making allotment has been rejected.
- (iii) Where allotment of plot of a particular size applied for has not been made and the party does not accept alternative size of plot as offered, within one month from the date of issue of allotment letter.
- (iv) The security deposit made with the application for allotment of land shall be refunded to the allottee after the unit goes into production as defined in Rule 21 on application made by him.

26. STAMP DUTY

The stamp duty, registration charges and all legal expenses involved in the execution of lease agreement etc. shall be borne by the lessee.

27. RESERVATION OR REVOCATION OF PLOT

If in the opinion of the Corporation, any plot or area is required to be reserved or withdrawn from allotment, the Corporation may do so at any time or revoke any proposal to dispose of such a plot or area in such manner as decided by the Corporation. The Corporation reserves the right not to allot a plot of party's choice or not to make allotment at all without assigning any reason. The land area to be allotted for a particular type of industry shall be decided by the Corporation, which shall be final.

28. ALLOTTEE TO ABIDE BY WATER/AIR POLLUTION RULES

The allottee / lessee of a plot shall be required to observe and perform all obligations and shall also be required to abide by rules, regulations and bye laws of the State Government, or any other authority as regards pollution

of water / air. (*Substituted as per IDC decision taken vide item 26 on 4.9.1995 and item 12 on 15.11.1996*)

29. DELEGATION OF POWERS TO THE OFFICERS

The Corporation may delegate any of its powers under these rules to the Managing Director, Head of the Industrial Promotion and Infrastructure Division or any other officer for the efficient work of the Corporation.

30. JURISDICTION OF LEGAL PROCEEDINGS

All legal proceedings, for any breach of these rules, shall be lodged in courts of law situated at Jaipur and not elsewhere.

31. 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.

MANAGING DIRECTOR
RAJASTHAN STATE INDUSTRIAL DEVELOPMENT &
INVESTMENT CORPORATION LIMITED

APPLICATION FORM FOR ALLOTMENT OF LAND / PLOT(S) IN INDUSTRIAL AREA DEVELOPED BY RAJASTHAN STATE INDUSTRIAL DEVELOPMENT AND INVESTMENT CORPORATION LIMITED (RIICO)

To:

The Sr. Dy. General Manager/ Sr. Regional Manager/Regional Manager,
Rajasthan State Industrial Development &
Investment Corporation Ltd.,

Photo Duly Self
Attested

Application for allotment of land at Industrial Area:

Tehsil:

District:

1. I/We _____ request that I/We may be allotted Industrial plot/ Industrial shed in the Industrial Area _____ on lease basis of approx. size of _____ Sq. m. I/We agree to take the plot on lease on terms & conditions of RIICO Disposal of Land Rules, 1979, and also agree to abide by said rules and amendments made therein from time to time and agree to pay all taxes, charges etc. as fixed & revised by RIICO from time to time.
2. I/We hereby enclose a bank draft/ Bankers' cheque No _____ drawn on _____ bank of Rs _____ in favour of RIICO Ltd.
3. The above amount includes 25% of reserve price as applicable to this area and security money. I/We understand that no interest shall occur to me against this payment.
4. I/We agree that Lease period and all liabilities and obligations under the lease agreement shall commence from the date of allotment of land by RIICO to me/us.

1.	Name of Applicant	
2.	Full address	
3.	PAN No.	
4.	Telephone	(O) (R) (M)
5.	E-mail address	
6.	Status of applicant (Please tick the relevant)	Proprietorship firm <input type="checkbox"/> Partnership firm <input type="checkbox"/> Private Ltd. Company <input type="checkbox"/> Public Ltd. Company <input type="checkbox"/> Co-operative society <input type="checkbox"/> Other <input type="checkbox"/>
	(a) Name of proprietor (for proprietorship firm)	Name: Father's Name: Address:
	(b) Details of partners/ promoters (for partnership firm/ Private Ltd. Company)	S. No. Name of Partners / Promoters 1. 2. 3. 4.

7.	Project details	
	Nature of project	Export oriented / Import substitute / Other
	Product proposed to be manufactured	
	Proposed installed capacity	
8.	Proposed investment	INR _____
9.	Whether eligible under any of the category for any concession(s) against cost of land (please tick mark relevant category)	Schedule Caste <input type="checkbox"/> Tribe <input type="checkbox"/> War widow <input type="checkbox"/> Ex-serviceman <input type="checkbox"/> Physically handicapped <input type="checkbox"/> Women entrepreneur <input type="checkbox"/> Electronic Industries <input type="checkbox"/> Solar Energy Industry <input type="checkbox"/>
10.	Details and justification of land required for the project: (1) Production shed (2) Godowns (3) Office (4) Residence (5) Others– Please specify	
11.	Requirement of Power	MWh _____
12.	Requirement of Water (Please indicate water recharging/ water recycling)	
13.	Is there any effluent: (If yes, please indicate type of quantity & quality of effluent & manner of treatment of effluent)	
14.	NOC from State Pollution Board (please tick mark relevant category)	<input type="radio"/> Not required <input type="radio"/> Taken & enclosed <input type="radio"/> Applied & under process
15.	Employment proposed to be generated: (i) Skilled person (ii) Semi-skilled person (iii) Unskilled person	
16.	Copies of Documents enclosed:	1. _____ 4. _____ 2. _____ 5. _____ 3. _____ 6. _____

Applicant(s)

	Name and Designation	Signature
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Place: _____

Date: _____

BIO-DATA OF THE APPLICANT

1.	Name of the applicant	
2.	Father's Name	
3.	Permanent Address in India (attach supporting documents)	
4.	Correspondence Address in India	
5.	Permanent/ correspondence address in Foreign country (if any)	
6.	E-mail address (if any)	
7.	Age/ Date of birth	
8.	Educational Qualifications: (a) Academic Qualifications. (b) Professional/ technical qualifications	
9.	Whether you are employed, if yes, give details of position held and name of employer, place of employment, period of employment etc.	
10.	Whether engaged in own business. if yes, give details	
11.	Total experience clearly indicating experience related to the project.	

Date: Signature of the Applicant:

CHECK LIST

(Office copy)

Please ensure whether the following documents have been enclosed with the application form (in duplicate):

		Yes	No
1.	Bank Draft for ^ _____ towards application money.		
2.	Bank Draft ^ _____ towards processing fee		
3.	Copy of detailed project report		
4.	Copy of Partnership Deed/ Memorandum and Articles of Association and Certificate of Incorporation		
5.	Other relevant documents: (a) _____ (b) _____		

Checked and received

Signature of the officer

Date:CHECK LIST

(Applicants copy)

Please ensure whether the following documents have been enclosed with the application form (in duplicate):

		Yes	No
1.	Bank Draft for ^ _____ towards application money.		
2.	Bank Draft ^ _____ towards processing fee		
3.	Copy of detailed project report		
4.	Copy of Partnership Deed/ Memorandum and Articles of Association and Certificate of Incorporation		
5.	Other relevant documents: (a) _____ (b) _____		

Checked and received

Signature of the officer

Date:

DETAILS FOR ASSESSMENT OF REQUIREMENT OF LAND

S. NO.	PARTICULARS	DETAILS
1.	Name & Address	
2.	Registered Office Address	
3.	Site	
4.	Telephone	(O) (R) (M) Fax. (if any)
5.	E-mail address	
6.	Name of product & specification	
7.	Capacity	
8.	Sector	
9.	Employment Generation	
10.	Built up area required with justification	
11.	Requirement of open area	
12.	Tentative Building Layout Plan	
13.	Power Requirement	
14.	Requirement of water	
15.	(A) Cost of Project (^ lacs) and means of Finance. a. Land & Site Dev. b. Building c. Plant & Machinery d. Other misc. Expenditure	
	(B) Means of Finance: a. Own funds b. Loans c. Unsecured loan if any.	
16.	Type of Effluent if any: Along with proposal to treat/ dispose the effluent.	
17.	Brief Details of Equipment & process of manufacture.	
18.	Land required for further expansion.	

GUIDELINES FOR DECIDING OF REASONABLE QUANTUM OF LAND FOR LAND ALLOTMENT ON 'FIRST COME FIRST SERVED BASIS' BY UNIT OFFICES (IN PERSUANCE OF IDC DECISION ON AGENDA ITEM NO.8 TAKEN IN ITS MEETING HELD ON 25.4.2005)

- Regional Unit Heads would provide consultancy & assistance to interested entrepreneurs about the rules and procedures of land allotment.
- Regional Unit Heads will take utmost care for ensuring judicious use of land resource as the availability of the same in fast moving areas is less and at the same time through proper counseling, the entrepreneurs should be satisfied about the availability of land and its appropriate use and what is the reasonable quantum of land that they should consider getting allotted.
- Regional Unit Heads should follow prescribed guidelines for allotment of land in their industrial areas.
- Once the application is received in prescribed format, the unit head or his nominee will assess the requirement of land to the optimum level including expansion needs.
- In those cases where Regional Unit Head feels that land applied for is much more than reasonably appears to be required for the project, its future expansion and for reasonable and permitted in-house services within the proposed industrial unit, Regional Unit Heads would discuss size of land applied for with the applicant. In case Regional Unit Head is satisfied that quantum of land applied for is reasonable then he would make allotments as per existing delegations and procedures.
- As a rough indicative criteria around 1/3rd of plot area will be part of setbacks. About 1/3rd area can be kept for future expansion and rest 1/3rd can be presumed to cater to present requirements. Thus, if applicant has mentioned "X" square meter as proposed built up area and the same is found to be reasonable, he may be provided plot in the band approximately 3 - 3.5 "X". However, certain categories of industries need to be dealt within a more liberalized way wherein built up area is a smaller percentage of total plot area. Such industries for example marble gang-saw, steel rolling/fabrication, handicrafts, cement products (Hume pipes, PCC poles, tiles etc), mineral grinding etc may be allowed approximately 5"X" land if brief project profiles spells out "X" square meter built up area. Of course the proposed size of built up area or "X" would need to be in keeping with the type & capacity of the industry that the entrepreneur proposed to set up.
- Normally applications for land up to 2000 sqm. would be decided at Regional Unit level on the issue of reasonable quantum of land and for such applications for less than 2000 sqm. only in extreme cases should the applicants be referred to Advisor (Infra) for taking a view about quantum of land i.e. reasonable.

- Normally all applications for land allotment would be decided as regards to reasonableness of quantum of land at the regional unit head level.
- If regional unit office feels that land applied is more than the actual reasonable requirement (including land for future expansion etc.) then he may forward the cases to a committee as under:
 - (a) For a plot size of 2000-10000 sqm.:
 - (i) Advisor (Infra).
 - (ii) GM (BP)
 - (iii) Regional Unit Head.
 - (b) For a plot size of more than 10000 sqm.:
 - (i) ED
 - (ii) Advisor (Infra).
 - (iii) GM (BP)
 - (iv) One AGM(Technical) at HO and
 - (v) Regional Unit Head.
- The respective committees would examine and see that the applicant is not applying for unreasonably excessive land for speculative gain due to anticipated future rise in land price/development charges and would suggest the maximum quantum of land, which should be offered for allotment to the applicant.

The Regional Unit Head would then accordingly allot the plot as per existing prescribed procedures/norms.

**THE INDUSTRIAL CATALYST
RAJASTHAN STATE INDUSTRIAL DEVELOPMENT AND INVESTMENT CORPORATION
LIMITED, UDYOG BHAWAN, TILAK MARK, JAIPUR-302 005**

**APPLICATION FOR PREFERENTIAL ALLOTMENT OF LAND Under the Rule 3(W) of RIICO
Disposal of Land Rules,1979**

(To be submitted with Form A-III appended with this Application Form)

- **Cases which will be eligible for the Preferential Land Allotment are as under:**

S.No	Eligibility Criteria
1.	Industrial projects envisaging minimum fixed capital investment of ^ 50 crores and providing direct employment to minimum 200 persons.
2.	Projects being set up by Non Resident Indians (NRIs)/ Persons of Indian Origin (PIOs), Other Corporate Body (OCB) and also for setting up of IT Industry (Manufacturing & Software Development) with a minimum fixed capital investment and direct employment as specified below in the note.
3.	Projects being set up with 33% or more Foreign Direct Investment (FDI) in total investment.
<p>Note:</p> <ul style="list-style-type: none"> • The cost of project means investment on land, building, plant & machinery and misc. fixed assets. However, for evaluation purposes, the cost of land and building should not exceed 30% of the total cost of the project. • Minimum fixed capital investment limit for the projects being set-up by NRI/PIO/OCB/FDI and IT industry shall be as under: <ul style="list-style-type: none"> (a) Upto 10,000 sqm. - ^ 10.00 crores & will provide direct employment to minimum 50 persons. (b) 10,001 to 20,000 sqm. land – ^ 15.00 crores and will provide direct employment to minimum 75 persons. (c) Above 20,000 sqm. land – ^ 30.00 crores and will provide direct employment to minimum 100 persons. • The application not meeting the above eligibility criterion will be summarily rejected. 	

To,

The Advisor (Infra)
Rajasthan State Industrial Development and
Investment Corporation Limited,
Jaipur.

Industrial Area _____

1. I/We am/are eligible for the preferential land allotment under the eligibility criteria at S.No ---- out of the criteria listed above. Accordingly I /We hereby offer to take on lease a plot for industrial purpose measuring approximately _____sqm. on the terms and conditions of the Rule 3 (W) of RIICO Disposal of Land Rules, 1979 and also agree to abide by the said rules and

amendments made therein from time to time and agree to pay all taxes, charges etc. as may be fixed and revised from time to time.

2. I/We hereby enclose a DD / Bankers cheque no. _____ dated _____ drawn on _____ for ^ _____ (Rupees _____) towards keeness money of 10% amount of cost of the land calculated at prevailing rate of allotment of industrial area i.e. ^ _____ per sqm. with understanding that, no interest will be payable to me / us on this amount.
3. I/We hereby undertake and understand that I/We will be required to pay the cost of land for the land/plot applied for allotment, as per the rate to be finalized and demanded by RIICO.
4. I/We agree that the lease period shall commence from the date of plot allotment and obligations and liabilities under lease agreement (Form 'C/D') shall be deemed to have commenced from the allotment date

1.	Name of the firm / company	M/s _____ _____
2.	Full Address	_____ _____ _____ _____
3.	Telephone No.	
4.	Constitution of the firm	Proprietorship / Partnership / Pvt. Ltd. Co./ Public Ltd. Co. etc.
	a) For Proprietorship firms : Name of Proprietor	
	b) For Partnership Firm / Private Ltd. Company	S.No. Name of partners/promoters %age of capital
		1.
		2.
		-
		-
5.	Type & cost of the Project	
6.	Category for concession, if any	SC/ST/Electronics/Ex-Serviceman/War Widow/ Physically Handicapped / Women entrepreneur / Solar Energy

7.	Land Requirement and Utilization : a) For main production shed b) For Godown / Office etc. c) Any other details	
8.	Activity on the plot a) Product to be manufactured b) Number of workers to be engaged. c) Production capacity per day	
9.	Requirement of Power (in HP) and Water (in Liters / per day)	
10.	Are there any effluents?	If yes, details regarding quantity and quality of effluent along with NOC from State Pollution Control Board are to be given.
11.	Copies of documents enclosed	a Partnership-deed / Memorandum and Articles of Association (if available) b Project outline/ Project Profile c Copy of acknowledgment of Entrepreneurial Memorandum – Part-I (For MSME) d Certificate required for concession e NOC from Pollution Control Board, if available and details of effluents.
11.	Additional documents in support of being eligible for the preferential land allotment	a. Detailed project report indicating details of the fixed investment being envisaged in the project. b. Copy of Quotations for plant and machinery also to be furnished to support the figure of investment in the plant and machinery, all duly signed. c. Building layout plan.

Applicant (s) Name & Designation with Signatures

Place: 1. _____

Date : 2. _____

3. _____

4. _____

I. BROAD OUTLINES OF THE PROJECT.

Particulars of Project/Company

- a) Date of incorporation
- b) Location
Regd. Office/Controlling Office
Factory
Industry
Product
- c) Installed Capacity

Capital Structure

- a) Authorised Capital
- b) Paid up capital (Proposed)

Management

- a) Board of Directors
- b) Managing Director
(Proposed)

Brief Particulars of the Project/Company

- a) Plant & Machinery
- b) Raw Materials

Utilities

- a) Power
- b) Water

Effluent

Employment
Expected date of commercial production
Government Cosents.

II. PROPOSAL IN BRIEF- Brief write up on project.

III. PROMOTERS DETAILS

Name, Education, Age etc.
Experience
Relevance of background for project
Tax Status
Inter-Relationship
Associate Concerns.
Organization & Management of proposed project
Shareholding Pattern
Details of Bankers

IV. THE PROJECT DETAILS

- 4.1. Project- Define product with specification
 Technology- Level of technology and source
 Manufacturing Process
 Location and Site
 Raw Material
 Plant and Machinery with details of layout
 Details of building layout with justification of area.
 Utilities
 - Power (KWH-connected load)
 - Water
 - Manpower
 - Effluent treatment-details of the effluent generated and treatment thereof.
 Implementation Schedule indicating starting and completion months

V. COST OF THE PROJECT.

Cost of the Project:-----

(^ in lacs)

Land & Site Development	
Building & civil work	
Plant & Machinery	
Misc. Fixed Assets	
Preliminary and Preoperative Expenses	
Contingencies	
Margin Money for working capital	
Misc.-Specify	
TOTAL	

Details of tie-up made for equipment etc.

VI. LAND AREA JUSTIFICATION-

It should be supported by machinery layout, process layout, building layout & other necessary information.

VII. CONCLUSION

LIST OF OBNOXIOUS INDUSTRIES

1. Fertilizers manufactured from organic materials, provided, however, that these provisions shall not apply to the manufacturing fertilizers from previously processed materials compounding which have no noxious odour or fumes and which do not produce noxious odour or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulphuric, pyric, nitric, hydrochloric or other acid manufacture and/or their use or storage, except as necessary to a permitted industry.
3. Ammonia manufacturing.
4. Incineration, reduction or dumping of offal, dead animals, garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Chlorine manufacture.
7. Bleaching powder manufacture.
8. Gelatin or glue manufacture or processes involving recovery from fish or animal offal.
9. Manufacture or storage of explosives and firework.
10. Fat rendering.
11. Fat, tallow, greases or lards refining or manufacture.
12. Garbage, offal or dead animal reduction, dumping or incineration.
13. Stockyard or slaughter of animals.
14. Tallow, grease or lard manufacture.
15. Charcoal.
16. Manufacture of Viscose Rayon.
17. In general those use which may be obnoxious or offensive by reason of emission of odour, liquid, dust, smoke, gas, noise, vibration or fire hazards.

LEASE - AGREEMENT

(SEE RULE 11 OF RIICO DISPOSAL OF LAND RULES, 1979)

Industrial Area

Plot No....

THIS LEASE AGREEMENT made on the ... day of ... in the year two thousand between Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, incorporated under the Indian Companies Act., having its Registered Office at Udyog Bhawan, Tilak Marg, Jaipur-302005 (hereinafter called the Lessor which expression shall, unless the context does not so admit , includes its successors and assigns) of the ONE PARTAND

Shri. S/o Age years
R/o Proprietor of the firm
M/s.....

OR

Shri. S/o Age years
R/o
Shri. S/o Age years
R/o
Shri. S/o Age years
R/o
Shri. S/o Age years
R/o

constituting the registered partnership firm

M/s.....

OR

M/s.....
A company registered under the Indian Companies Act and having its registered office at

OR

M/s
A society registered under the Co-operative Societies Act and having its registered office at

(Hereinafter called the Lessee which expression shall, unless the context does not so admit, include his heirs, successors, executors, administrators, Legal representatives and permitted assigns) OF THE OTHER PART.

WHEREAS the State of Rajasthan handed over the land to the Lessor for the purpose of setting up of Industrial Area and the said Lessor (Corporation) planned the land into plots for leasing out to industrialists for erection / setting up / establishing industrial units.

AND WHEREAS the Lessor has agreed to demise and the Lessee agreed to take on lease, the piece of land known as plot No. ----- on the terms and conditions hereinafter appearing for the purpose of setting up an industrial unit for manufacturing ----- and / or any other industrial product that may be allowed to be manufactured by the Lessor in writing according to the factory bye-laws designs and building plans approved by the proper municipal or other competent authorities.

And whereas the lessor had handed over or shall be handing over possession of the demised land to lessee on ----- or in due course of time.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the covenants and agreement herein contained and on payment by the Lessee of ^ (^) towards the premium and annual / one time economic rent (strike out which is not applicable) and the receipt whereof the lessor hereby acknowledges, the lessor doth hereby demise to the Lessee the plot on land numbered as above in Industrial Area containing by measurement sqm. be the same a little more or less , bounded,

On the North by.....

On the South by.....

On the East by.....

On the West by ,

And the said plot of land is more clearly shown in the attached site plan, TO HOLD the said plot of land (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee for the term of ninety nine years from the Day of yr. except and always reserving to the Lessor:

- 1 (a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor, in developing the area.
- 1 (b) Full right and title to all mines and minerals in and under the demised premises or any part thereof.

1 (c) Yielding and paying thereof unto the lessor by 31st day of July in each year in advance the yearly rent. The lessor reserves the right to revise the rate of economic rent every 5 years, provided, however the enhancement in rent at each revision shall not exceed 25% of the rent payable for the period immediately preceding revision. The quantum of rent determined by the lessor shall be final, conclusive and binding on the lessee and it shall not be questioned in any court of law or otherwise.

Provided further that in case the Lessee creates charge in favour of the State Government or Industrial Financial Corporation of India, Rajasthan Financial Corporation, IDBI, ICICI, LIC, IRBI, HDFC, SIDBI, Exim Bank, Co-operative Banks and other Public Financial Institutions as defined in the Public Financial Institution Act or Scheduled Banks or Private Lending Agencies (hereinafter described as financing body or bodies) for any development loan taken by him/ it on the security of the premises hereby demised and the buildings and machinery built upon or affixed thereto, first charge of the Lessor shall rank second to the charge of the financing body or bodies provided financing body or bodies obtain prior permission from lessor for mortgaging the lease-deed and keep a specific clause in their mortgage deed that breach of any of the conditions of these presents (Lease Agreement) shall be treated as breach of the conditions of their mortgage deed.

Provided, however, that the above provision shall not operate where land is allotted on instalment system or 100% development charges of plot are not paid by lessee and / or sheds are constructed and allotted on hire purchase basis by the lessor. In such cases, the lessee could create first charge in favour of financing body or bodies on land / or building as the case may be, with the condition that the balance development charges and / or cost of shed, as the case may be, shall be remitted to the lessor by the financing body or bodies in whose favour the charge has been created if the allottee fails to make payment of the balance amount of development charges and / or cost of shed in time. In case, the allottee fails to make payment of the balance amount of development charges and / or the cost of shed then the Lessor shall have right to resume possession of the land irrespective of first charge of the financing body or bodies on the plot.

Provided further that the collateral security of plots for loans for any purpose for himself or others would be allowed to be created only in favour of financing body/ bodies mentioned in proviso to clause 1 of this Lease

Agreement subject to ensuring that the Lessee has cleared all the outstanding dues of the Lessor and there is a condition of collateral security in the sanction letter of the concerned financing body or bodies.

AND THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- 2 (a). That the Lessee will bear, pay and discharge all rents, taxes, charges and assessment of every description which may, during the said term, be assessed, charged or imposed upon either the lessee or its tenant or the occupier in respect of the demised premises or the building erected or to be erected thereupon.
- 2 (aa) The lessee shall pay the premium amount of the plot calculated at the rate decided by the Lessor for each Industrial Area. The Lessor reserves the right to enhance the rate of allotment if the compensation payable under an award is enhanced by any competent court subsequently.
- 2(ab) The lessee shall pay all the Service Tax demand, interest and penalty thereon etc. which may during the said term of the lease, be assessed, charged or imposed upon either the Lessor/Lessee or tenant or occupier of the Lessee in respect of the demised premises or the building erected or to be erected thereupon.
- 2 (b) That the lessee will bear, pay and discharge all service charges to defray recurring cost incurred on industrial areas, which may during the said term be assessed, charged, levied or imposed and revised by the lessor.
- 2 (c) That the Lessee will obey and submit to the rules of Municipal or other competent authority now existing or thereafter to exist so far as they relate to the immovable property or affect health, safety, convenience of the other inhabitants of the place.
- 2 (d). That the Lessee will erect the industrial unit on the demised premises in accordance with the site plan and will complete construction activities and start commercial production within a period of three years from the date of these presents or from the date of possession, whichever be earlier, or within such extended period as may be allowed by the lessor in writing at its discretion on payment of retention charges or otherwise.

Provided that unutilized land of the allotted plot or plots shall revert to the lessor on expiry of the prescribed / extended period for starting production / expansion of the unit.

- 2 (e) That the Lessee shall not use any space in the industrial area other than demised premises for dumping / placing any construction material / raw material required for construction of factory or manufacturing item or for any product / waste and shall take all measures for proper disposal of waste material.
- 2 (ee) The lessee shall become a member of the Association / Agency created for setting up and operating the Common Effluent Treatment Plant (CETP) and Solid Waste (hazardous and non-hazardous) Disposal System (SWDS). All the Capital & Revenue expenses relating to acquisition, operation and maintenance of CETP & SWDS shall be borne by all members of Association / Agency in the proportion decided by the Committees of the said Association / Agency.
- 2 (f) That the Lessee shall take all measures, which are required for Pollution Control and shall strictly adhere to the stipulations imposed by Rajasthan State Pollution Control Board and other statutory pollution laws of the State for the time being in force.
- 2 (g) That the Lessee will provide and maintain in good repairs a properly constructed approach road or path across drain to the satisfaction of the Lessor / Local Municipal Authority leading from the public road to the demised premises.
- 2 (h) That the Lessee will not carry on or permit to be carried on, on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the Industrial purposes as aforesaid without the previous consent in writing of the Lessor and the Local Municipal Authority and subject to such terms and conditions as the Lessor / Local Municipal Authority may impose and will not do or suffer to be done, on the demised premises or any part thereof any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the Lessor or Local Municipal Authority or the owner or occupiers of other premises in the neighborhood.
- 2 (i) The Lessee will not without the previous consent in writing of the Lessor, sub-lease, sublet, relinquish, sub-divide or assign his interest in the demised premises or the building standing thereon or both as a whole and every such relinquishment, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee, assigns shall be bound by all the covenants and conditions herein contained and be answerable to the lessor in all respect thereof and applicability of charges and relevant rules

of the Lessor.

Provided further that if at any time the financing body or bodies mentioned above decide(s) to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans or under any will for the time being in force, the sale, lease or assignment will be subject to the written consent of the Lessor.

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

- 2 (j) That Lessee will permit the members, officers, subordinates of the Lessor and their employed workmen and persons at all reasonable times of the day to enter into and upon the demised premises and the buildings erected thereupon in order to inspect the same.
- 2 (k) That the Lessee will not make any excavation upon any part of the demised premises except for foundation of building and for leveling and dressing the area.
- 2 (l) That the Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping house cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
- 2 (m) That the Lessee will neither exercise his option of determining the lease nor hold the lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any

material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.

- 2 (n) That the Lessee shall apply for permission for any change in the product or production capacity or process of manufacturing to the lessor. If no communication is received by lessee from lessor within 30 days, request shall be deemed as accepted. However, lessee proposing to set up polluting industrial unit under red category or setting up effluent discharging unit shall be required to take written permission from the Lessor before initiating any change in their manufacturing product.
- 2(o) If during the term of the lease the lessee or his workmen or servants
- (i) injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised or
 - (ii) keep the foundation trenches or other pits on the demised land open or exposed to weather thereby causing any injury or damage to contiguous or adjacent buildings or
 - (iii) dig any pits near the foundation of any building thereby causing any injury or damage to such building,

The Lessee shall pay such damages thereof within three months as may be assessed by the Lessor whose decision as to the extent of injury or damage or the amount of damages payable therefor shall be final and binding on the Lessee.

- 2 (p) That the Lessee shall also abide by the terms and conditions of the letter of allotment, RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. The letter of allotment shall be part of this Lease Agreement.
- 2 (q) That Lessee will plant adequate number of trees on the demise premises and will not dig/bore/drill any tube well in the demise premises without prior permission of competent authority/Lessor.
- 2 (r) Wherever dumping sites have been provided for disposal of solid waste the lessee shall ensure that the waste generated by his/her units is dumped in the said dumping site and at no other place in the industrial area. In the event of violation of the condition the lessor shall be at liberty to impose suitable penalty on the lessee.

AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

3 (a) Notwithstanding anything, herein before contained if there shall have been in the opinion of the Lessor any breach by the lessee or by the person claiming through or under him of any of the covenants or conditions herein before contained and on his part to be observed and performed and in particular without prejudice to the generality of the sub-clause, subject to exceptions or if any amount including interest due to the lessor remaining unpaid for a period of 90 days after the same shall have been demanded by the Lessor or if the Lessee or the persons in whom the terms hereby created / vested is adjudged insolvent and if this Agreement is determined as herein before specified, it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of this Agreement to re-enter without taking recourse to a court of law upon the demised premises or any part thereof in name of whole and thereupon this demise shall absolutely CEASE and determine and the money paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the lessee hereunder with interest thereon at percent per annum and the lessee shall not be entitled to any compensation whatsoever.

Provided always that the Lessee shall be at liberty to remove and appropriate to himself all buildings, erections and structures, if any made by him and all materials thereof from the demised premises after paying up all outstanding amount including interest upto date and all municipal and other taxes, rents and assessments then due and all damages and other dues accruing to the Lessor and to remove the materials from the demised premises within three months of the determination of lease and in case of failure on the Lessee's part to do so, the buildings and erections standing on the demised premises and all materials thereof shall vest in the Lessor and Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always the right of re-entry and determination of the lease of the industry shall not be exercised if the financing body or bodies remedy the breach within a period of 90 (ninety) days from the date of notice issued or served by the Lessor on the financing body or bodies

regarding said breach or breaches.

- 3 (b) All legal proceedings for breach of the aforesaid conditions shall be lodged in courts situated at Jaipur and not elsewhere.
- 3 (c) Any loss suffered by the lessor on a fresh grant of the demised premises for breach of aforesaid conditions on the part of the Lessee or any person claiming through or under him shall be recoverable from the lessee.
- 3 (d) Any notice or communication required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if, served by "Registered Acknowledgement Due" Post and signed by an Officer of the Lessor and the services shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even though returned un-served on account of the refusal by the Lessee or otherwise howsoever.
- 3 (e) The security deposit made with the application for allotment of land shall be refunded to the Lessee after the unit goes into commercial production on an application made by him.
- 3 (f) The security deposit shall stand-forfeited whenever there is a breach of any condition contained in the lease agreement.
- 3 (g) All powers exercised by the Lessor under this lease agreement may be exercised by the Managing Director, Rajasthan State Industrial Development & Investment Corporation Limited or such other person (s) authorized in this behalf.
Provided that the expression Managing Director shall include the person who is entrusted by the Lessor with the functions similar to those of the Managing Director.
- 3 (h) Every dispute, difference or questions touching or arising out or in respect of this Agreement or the subject matter thereof shall be referred to the sole arbitration of the Collector of the district wherein the leased plot is situated or any person appointed by him, the decision of such arbitrator shall be final and binding on the parties.
- 3 (i) The stamp and registration charges on this agreement shall be borne by the Lessee.

IN WITNESS HEREOF THE parties hereto have set their hands this day..... of the month of in the year

For and on behalf of
**Rajasthan State Industrial Development
and Investment Corporation Limited**

Signature of Witness :-

Lessee :

LEASE - AGREEMENT

(SEE RULE 11 OF RIICO DISPOSAL OF LAND RULES, 1979)

Industrial Area

Plot No....

THIS LEASE AGREEMENT made on the day of in the year two thousand and between Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, incorporated under the Indian Companies Act., having its Registered Office at Udyog Bhawan, Tilak Marg, Jaipur-302005 (hereinafter called the Lessor which expression shall, unless the context does not so admit, include its successors and assigns) of the ONE PART AND

Shri. S/o Age years
R/o Proprietor of the firm
M/s.....

OR

Shri. S/o Age years
R/o
Shri. S/o Age years
R/o
Shri. S/o Age years
R/o
Shri. S/o Age years
R/o

constituting the registered partnership firm
M/s.....

OR

M/s.....
A company registered under the Indian Companies Act and having its registered office at

OR

M/s.....
A society registered under the Co-operative Societies Act and having its registered office at

(hereinafter called the Lessee which expression shall, unless the context does not so admit, include his heirs, successors, executors, administrators, Legal representatives and permitted assigns) OF THE OTHER PART

WHEREAS the State of Rajasthan handed over the land to the Lessor for the purpose of setting up of Industrial Area and the said Lessor (Corporation) planned the land into plots for leasing out to industrialists for erection / setting up / establishing industrial units.

AND WHEREAS the lessor has agreed to demise and the Lessee agreed to take on lease, the piece of land known as plot No. on the terms and conditions hereinafter appearing for the purpose of setting up an industrial unit for manufacturing and / or any other industrial product that may be allowed to be manufactured by the Lessor in writing according to the factory bye-laws designs and building plans approved by the proper municipal or other competent authorities.

And whereas the lessor had handed over or shall be handing over possession of the demised land to lessee on or in due course of time.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the covenants and agreement herein contained and on payment by the Lessee of ^(^) towards the annual / one time economic rent (strike out which is not applicable) and 25% amount of premium, (the receipt whereof the lessor hereby acknowledges), and further agreeing by the lessee to make payment of balance amount of premium ^ (Rupees _____ only) alongwith interest in the office of lessor, on the dates and manner provided in the schedule hereunder written or annexed hereto and not to allow any instalment fall in arrears, the lessor doth hereby demise to the Lessee the plot on land numbered as above in Industrial Area containing by measurement sqm. be the same a little more or less , bounded,

On the North by

On the South by

On the East by

On the West by

and the said plot of land is more clearly shown in the attached site plan, TO HOLD the said plot of land (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee for the term of ninety nine years from the Day of 20..... except and always reserving to the Lessor :

- 1 (a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor, in developing the area.
- 1 (b) Full right and title to all mines and minerals in and under the demised premises or any part thereof.
- 1 (c) Yielding and paying thereof unto the lessor by 31st day of July in each year in advance the yearly rent. The lessor reserves the right to revise the rate of economic rent every 5 years, provided, however the enhancement in rent at each revision shall not exceed 25% of the rent payable for the period immediately preceding revision. The quantum of rent determined by the lessor shall be final, conclusive and binding on the lessee and it shall not be questioned in any court of law or otherwise.

Provided further that in case the Lessee creates charge in favour of the State Government or Industrial Financial Corporation of India, Rajasthan Financial Corporation, IDBI, ICICI, LIC, IRBI, HDFC, SIDBI, Exim Bank, Co-operative Banks and other Public Financial Institutions as defined in the Public Financial Institution Act or Scheduled Banks or Private Lending Agencies (hereinafter described as financing body or bodies) for any development loan taken by him / it on the security of the premises hereby demised and the buildings and machinery built upon or affixed thereto, first charge of the Lessor shall rank second to the charge of the financing body or bodies provided financing body or bodies obtain prior permission from lessor for mortgaging the lease-deed and keep a specific clause in their mortgage deed that breach of any of the conditions of these presents (Lease Agreement) shall be treated as breach of the conditions of their mortgage deed.

Provided, however, that the above provision shall not operate where land is allotted on instalment system or 100% development charges of plot are not paid by lessee and / or sheds are constructed and allotted on hire purchase basis by the lessor. In such cases, the lessee could create first charge in favour of financing body or bodies on land / or building as the case may be, with the condition that the balance development charges and / or cost of shed, as the case may be, shall be remitted to the lessor by the financing body or bodies in whose favour the charge has been created if the allottee fails to make payment of the balance amount of development charges and / or cost of shed in time. In case, the allottee fails to make payment of the balance amount of development charges and / or the cost of shed then the Lessor shall have right to resume possession of the land irrespective of first charge of the financing body or bodies on the plot.

Provided further that the collateral security of plots for loans for any purpose for himself or others would be allowed to be created only in favour of financing body/ bodies mentioned in proviso to clause 1 of this Lease Agreement subject to ensuring that the Lessee has cleared all the outstanding dues of the Lessor and there is a condition of collateral security in the sanction letter of the concerned financing body or bodies.

AND THE LESSEE DOETH HEREBY COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- 2 (a) That the Lessee will bear, pay and discharge all rents, taxes, charges and assessment of every description which may, during the said term, be assessed, charged or imposed upon either the landlord or tenant or the occupier in respect of the demised premises or the building erected or to be erected thereupon.
- 2 (aa) The lessee shall pay the premium amount of the plot calculated at the rate decided by the Lessor for each Industrial Area. The Lessor reserves the right to enhance the rate of allotment if the compensation payable under an award is enhanced by any competent court subsequently.
- 2(ab) The lessee shall pay all the Service Tax demand, interest and penalty thereon etc. which may during the said term of the lease, be assessed, charged or imposed upon either the Lessor/Lessee or tenant or occupier of the Lessee in respect of the demised premises or the building erected or to be erected thereupon.
- 2 (b) That the lessee will bear, pay and discharge all service charges to defray recurring cost incurred on industrial areas, which may during the said term be assessed, charged, levied or imposed and revised by the lessor.
- 2 (c) That the Lessee will obey and submit to the rules of Municipal or other competent authority now existing or thereafter to exist so far as they relate to the immovable property or affect health, safety, convenience of the other inhabitants of the place.
- 2 (d) That the Lessee will erect the industrial unit on the demised premises in accordance with the site plan and will complete construction activities and start commercial production activities within a period of three years from the date of these presents or from the date of possession, whichever be earlier or within such extended period as may be allowed by the lessor in writing at its discretion on payment of retention charges or otherwise.

Provided that unutilized land of the allotted plot or plots shall revert to the lessor on expiry of the prescribed / extended period for starting production / expansion of the unit.

- 2 (e) That the Lessee shall not use any space in the industrial area other than demised premises for dumping / placing any construction material / raw material required for construction of factory or manufacturing item or for any product / waste and shall take all measures for proper disposal of waste material.
- 2(ee) The lessee shall become a member of the Association / Agency created for setting up and operating the Common Effluent Treatment Plant (CETP) and Solid Waste (hazardous and non-hazardous) Disposal System (SWDS). All the Capital & Revenue expenses relating to acquisition, operation and maintenance of CETP & SWDS shall be borne by all members of Association / Agency in the proportion decided by the Committees of the said Association / Agency.
- 2 (f) That the Lessee shall take all measures, which are required for Pollution Control and shall strictly adhere to the stipulations imposed by Rajasthan State Pollution Control Board and other statutory pollution laws of the State for the time being in force.
- 2 (g) That the Lessee will provide and maintain in good repairs a properly constructed approach road or path across drain to the satisfaction of the Lessor / Local Municipal Authority leading from the public road to the demised premises.
- 2 (h) That the Lessee will not carry on or permit to be carried on, on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the Industrial purposes as aforesaid without the previous consent in writing of the Lessor and the Local Municipal Authority and subject to such terms and conditions as the Lessor / Local Municipal Authority may impose and will not do or suffer to be done, on the demised premises or any part thereof any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the Lessor or Local Municipal Authority or the owner or occupiers of other premises in the neighborhood.
- 2 (i) The Lessee will not without the previous consent in writing of the Lessor, sub-lease, sublet, relinquish, sub-divide or assign his interest in the demised premises or the building standing thereon or both as a

whole and every such relinquishment, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee, assigns shall be bound by all the covenants and conditions herein contained and be answerable to the lessor in all respect thereof and applicability of charges and relevant rules of the Lessor.

Provided further that if at any time the financing body or bodies mentioned above decide(s) to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans or under any will for the time being in force, the sale, lease or assignment will be subject to the written consent of the Lessor.

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

- 2 (j) That Lessee will permit the members, officers, subordinates of the Lessor and their employed workmen and persons at all reasonable times of the day to enter into and upon the demised premises and the buildings erected thereupon in order to inspect the same.
- 2 (k) That the Lessee will not make any excavation upon any part of the demised premises except for foundation of building and for leveling and dressing the area.
- 2 (l) That the Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping house cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

- 2 (m) That the Lessee will neither exercise his option of determining the lease nor hold the lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- 2 (n) That the Lessee shall apply for permission for any change in the product or production capacity or process of manufacturing to the lessor. If no communication is received by lessee from lessor within 30 days, request shall be deemed as accepted.
- 2(o) If during the term of the lease the lessee or his workmen or servants:
- (i) injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised or
 - (ii) keep the foundation trenches or other pits on the demised land open or exposed to weather thereby causing any injury or damage to contiguous or adjacent buildings or
 - (iii) dig any pits near the foundation of any building thereby causing any injury or damage to such building,
- the Lessee shall pay such damages thereof within three months as may be assessed by the Lessor whose decision as to the extent of injury or damage or the amount of damages payable therefor shall be final and binding on the Lessee.
- 2 (p) That the Lessee shall also abide by the terms and conditions of the letter of allotment, RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. The letter of allotment shall be part of this Lease Agreement.
- 2 (q) That Lessee will plant adequate number of trees on the demise premises and will not dig/bore/drill any tube well in the demise premises without prior permission of competent authority/Lessor.
- 2 (r) Wherever dumping sites have been provided for disposal of solid waste the lessee shall ensure that the waste generated by his/her units is dumped in the said dumping site and at no other place in the industrial area. In the event of violation of the condition the lessor shall be at liberty to impose suitable penalty on the lessee.

AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

3 (a) Notwithstanding anything, hereinbefore contained if there shall have been in the opinion of the Lessor any breach by the lessee or by the person claiming through or under him of any of the covenants or conditions hereinbefore contained and on his part to be observed and performed and in particular without prejudice to the generality of the sub-clause, subject to exceptions or if any amount including interest due to the lessor remaining unpaid for a period of 90 days after the same shall have been demanded by the Lessor or if the Lessee or the persons in whom the terms hereby created / vested is adjudged insolvent and if this Agreement is determined as hereinbefore specified, it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of this Agreement to re-enter without taking recourse to a court of law upon the demised premises or any part thereof in name of whole and thereupon this demise shall absolutely CEASE and determine and the money paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the lessee hereunder with interest thereon at percent per annum and the lessee shall not be entitled to any compensation whatsoever.

Provided always that the Lessee shall be at liberty to remove and appropriate to himself all buildings, erections and structures, if any made by him and all materials thereof from the demised premises after paying up all outstanding amount including interest upto date and all municipal and other taxes, rents and assessments then due and all damages and other dues accruing to the Lessor and to remove the materials from the demised premises within three months of the determination of lease and in case of failure on the Lessee's part to do so, the buildings and erections standing on the demised premises and all materials thereof shall vest in the Lessor and Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always the right of re-entry and determination of the lease of the industry shall not be exercised if the financing body or bodies remedy the breach within a period of 90 (ninety) days from the date of notice issued or served by the Lessor on the financing body or bodies regarding said breach or breaches.

- 3 (b) All legal proceedings for breach of the aforesaid conditions shall be lodged in courts situated at Jaipur and not elsewhere.
- 3 (c) Any loss suffered by the lessor on a fresh grant of the demised premises for breach of aforesaid conditions on the part of the Lessee or any person claiming through or under him shall be recoverable from the lessee.
- 3 (d) Any notice or communication required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if, served by "Registered Acknowledgement Due" Post and signed by an Officer of the Lessor and the services shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even though returned un-served on account of the refusal by the Lessee or otherwise howsoever.
- 3 (e) The security deposit made with the application for allotment of land shall be refunded to the Lessee after the unit goes into commercial production on an application made by him.
- 3 (f) The security deposit shall stand-forfeited whenever there is a breach of any condition contained in the lease agreement.
- 3 (g) All powers exercised by the Lessor under this lease agreement may be exercised by the Managing Director, Rajasthan State Industrial Development & Investment Corporation Limited or such other person (s) authorised in this behalf.

Provided that the expression Managing Director shall include the person who is entrusted by the Lessor with the functions similar to those of the Managing Director.

- 3 (h) Every dispute, difference or questions touching or arising out or in respect of this Agreement or the subject matter thereof shall be referred to the sole arbitration of the Collector of the district wherein the leased plot is situated or any person appointed by him, the decision of such arbitrator shall be final and binding on the parties.
- 3 (i) The stamp and registration charges on this agreement shall be borne by the Lessee.

Instalment No	Amount of Development Charges	Interest @ % p.a. on balance dev. charges ^	Amount of Instalment ^	Due date of Instalment
1.				
2.				
3.				
4.				
5.				
6.				
7.				

IN WITNESS HEREOF THE parties hereto have set their hands this day..... of the month of in the year

For and on behalf of

**Rajasthan State Industrial Development
and Investment Corporation Limited**

Signature of Witness :-

Lessee :

BUILDING REGULATIONS

1. The plot holder shall not use the land for any purpose except as a factory and other related purposes as allowed by the Corporation. It shall not be used for obnoxious industries, given in the Form 'B'.
2. All buildings shall be constructed in accordance with the RIICO / Municipal bye-laws and regulations in force from time to time as well as any other law, rules and regulations in force relating to the construction and use of the premises and the plans and elevations approved by the authority / officer authorized by the Corporation.
- 3 (a). No construction work shall be commenced unless the plans, elevations and sections have been approved by the authority / officer authorized by the Corporation and no additions or alterations of buildings, the plan of which have been so approved, shall at any time be made except with the previous approval of the said authority / officer.

However, for industrial plot upto 40000 sqm. area, residential plots upto 500 sqm. area and commercial plots upto 300 sqm. area, the allottees of plots shall certify that, the plans submitted by them are as per the norms prescribed by the Corporation and for such plots normal approval of plans from the Corporation will not be necessary. In case, construction is made in violation of norms then allottees shall be responsible for such violation and liable for action.

The building plans alongwith details of proposed works of industrial plots more than 40000 sqm., residential plots more than 500 sqm., commercial plots more than 300 sqm. and building plans of all other categories, irrespective of their plot sizes shall be prepared and duly signed by an Architect registered with Council of Architecture, who shall certify that, the building plans prepared by him are as per the technical norms. He shall also submit the details of area calculations of proposed ground coverage, FAR achieved (with area on each floor) proposed height of the building and parking requirements on the site plan. The plans submitted by the applicant prepared and duly certified

by the architect shall be deemed as approved if the concerned unit office of the Corporation have not raised any objection / query within a period of two weeks time. In case, the plans submitted by architect are not as per the norms, then the legal responsibility shall be that of the architect and the Corporation shall not be responsible for any act of omission or commission of the architect. In case, the construction is made in violation of approved norms and plans the allottee shall be responsible for such violation & liable for action.

The allottee/ lessee shall also abide by Rules/ Regulations/ Bye-Laws of Local Authority/ Municipal/ Urban Improvement Trust/ District Development Authority/ Chief Inspector of Factories and Boilers (as the case may be).

The allottee/ lessee shall meet all statutory liabilities under various laws/ obligations for safety measures at his cost and responsibility.

(Substituted by the Infrastructure Development Committee of the Board of Directors vide Item No. 4 of the meeting held on 26th December, 1995 (S.No. 3-a-i & a-ii have been substituted as per IDC decision taken vide item 10 on 7.12.2000, Provision 3 (a)-v deleted as per IDC decision taken vide item (20) of its meeting dt. 16.06.16).

- 3 (b) All survey boundary marks demarcating the boundaries of plots shall be preserved and kept in good repair by the lessee during the period of construction. Where more than one lessee is concerned with the same boundary mark, the officer authorized by the Corporation shall allocate this obligation suitably.
4. No temporary, semi-permanent structure shall be built on the plot, except during the period of construction or re-construction in future.
5. The drawings to be submitted for the approval and record of the Corporation shall include
 - (i) all floor plans, elevation and sections through staircase and toilet drawn to a scale of one in hundred.

- (ii) details to a scale of one in twenty, when required,
 - (iii) site plan drawn to a scale of one in five hundred showing the layout with the proposed building/s shown in red therein, and,
 - (iv) any other details or particulars required by the Corporation.
6. The above mentioned drawings and specifications shall be submitted in two copies for record duly certified by himself or architect before commencement of construction activities on allotted plot. In case the Lessee seeks approval from the Corporation then he shall submit drawings as mentioned in regulation no. 5 in six copies.
- 7. Sizes & Setbacks of industrial plots in all industrial areas including transferred areas:**
- (i) The set backs for various sizes of plots shall be as in Table - 1.
 - 7A. Building parameters for different types of non-industrial plots shall be as per Form E-2. The plans shall be approved according to these norms.
 - 7B. Permitted Facilities in Industrial Plots
The permitted facilities in setback areas of plots shall be as in Table-2.
 - Non-industrial plots shall include the plots allotted for social infrastructure purposes, group housing and commercial plots etc.
- 8. Unauthorized Construction**
No plot holder shall undertake unauthorized construction in any of the setbacks in the Industrial Areas including those transferred by the Govt. of Rajasthan to RIICO. However, in genuine cases, unauthorized construction may be considered for regularization on payment of compounding fees as prescribed from time to time.
- 9. Other regulations regarding setbacks of industrial plots**
- (i) Corner plots would have two front set backs as indicated in Table 1 . Setbacks of plots facing more than one road should be re-determined in such a manner that main front should be kept as it is. Other front setback will be re-determined by Managing Director on proposal of the unit office. The unit office while submitting proposal to Head Office will see the building line on the other road is maintained. (*Order dated 30.8.2010*)
 - (ii) The prescribed set backs are minimum and may be increased to maintain uniformity in the area as may be considered necessary .

- (iii) The setbacks indicated for each category are also applicable for plots slightly higher or lower in area
- (iv) The setbacks of the sub-divided plots shall be allowed subject to maintaining front setbacks as prescribed for the particular block.(regulation as earlier appearing at s.no 9- vii deleted in the light of new regulation at s.no 11, as follows)
- (v) The cases of compounding of unauthorized construction etc. which have been finalised based on the previous setbacks norms would not be re-opened.

10. Prescribing set-backs to merged/reconstituted plot.

The setbacks to the merged/re-constituted plots will be prescribed in the following manner:

- 1. Plots not having any construction:** All setbacks shall be prescribed in accordance to the area of reconstituted plot as prescribed in rule.
- 2. Original plot having construction (without any violation) and other plot(s) which is being reconstituted without any construction:** All set backs in constructed plot of such reconstituted plot shall be retained as per original and construction shall be permitted in the balance area prescribing all setbacks as per area of reconstituted plot as per rule. However, in any case utility area of the reconstituted plot should not exceed 70% of its area.
- 3. Original plot as well as other plot(s) which is being reconstituted having construction (without any violation):** All setbacks shall be prescribed as per case 2 above. However, in such cases allottee shall have an option of making alteration of the construction in original plot or other plot being merged, so that the total utility area for reconstituted plot is within permissible limits as applicable.
- 4.** In cases 2 and 3 above, the allottee would have to remove/regularize the remaining construction falling in setback area of the reconstituted plot as per prevailing rules.

(S.No. 7-i and 7-ii and S.No. 9 have been substituted as per IDC decision taken vide item No. 5 on 9.7.1998) (S.No. 7-B has been inserted as per IDC decision taken vide item No. 5 on 9.12.1992)

(S.No. 7-A has been inserted as per as per IDC decision taken vide item No. 11 and 17 on 7.12.2000, item Nil on 14.02.2002 and item 8 on 28.02.2002. S.No. 10 inserted as per approval of IDC vide item 17 of the meeting held on 15.9.2009)

11. Building regulations/ norms for vertical development / construction in industrial plots.

For vertical development / construction in the industrial plots , following are the regulations/ norms etc.:-

1. FAR for industrial plots are as under:

S. No.	Right of way of road	FAR
1	Up to 18.00 meters wide (including 18.00 mts.)	1.50
2	Above 18.00 meters to 24.00 meters wide (including 24.00 meter)	1.60
3	Beyond 24.00 meter wide	1.75

2. No parking of vehicles shall be allowed on roads/out side the premises of the plot(s).
3. Adequate open/covered parking shall have to be made within the plot by the allottee of the plot for the vehicles of the owners, staff and visitors. While providing adequate space for parking, indicative guidelines as provided in National Building Code of India 2005, be followed, as per town population. The same are re-produced below for ready reference

Occupancy	One Car Parking Space for Every				
	Population less than 50000	Population 50,000 to 2 lacs	Population 2 lacs to 10 lacs	Population 10 lacs to 50 lacs	Population above 50 lacs
Industrial	400 sq. mts or fraction thereof	300 sq. mts or fraction thereof	200 sq. mts or fraction thereof	100 sq. mts or fraction thereof	50 sq. mts or fraction thereof

4. Allottee of allotted plots having constructed building shall be allowed to use above building parameters, who shall alter the existing industrial buildings and apply all the building parameters.
5. It was also decided that looking to the safety needs for fire-fighting requirements etc. construction in setbacks should not be regularized.
6. Mix use of the industrial plots shall not be permitted to those who opt for above proposed building parameters..

7. Guidelines/stipulations:

- A. Within the prescribed maximum height, if prescribed FAR is not achieved than maximum height of the building will prevail. The given setback and height shall not be relaxed.
- B. Industrial units which are of one storey shall not be having restriction of height.
- C. Permitted facilities as allowed in setbacks of an industrial plot in the rules, shall continue.
- D. For calculation of FAR, height of the building and other provisions like projection and balcony etc. (which are not specified here) shall be followed as per the provision of Form E-2 of RIICO Disposal of land Rules, 1979.
- E. For all definitions, building part requirements and Fire Fighting requirement, 'National Building Code of India-2005' and 'Rajasthan State Model Building Byelaws' shall be followed.
- F. Basement may be allowed in the plot leaving setback area. Other norms for basement shall be followed as per RIICO Disposal of Land Rules, 1979.
- G. Housing in industrial plots except as prescribed in rule 19 of RIICO Disposal of Land Rules, 1979, shall not be permitted in Industrial plot.
- H. Allottee of industrial plots for construction of industrial building, a certification of Architect registered with Council of Architecture shall be obtained stating that proposed construction is as per norms. This certificate shall be produced before the construction starts. A completion certificate to the effect that construction has been done as per approved plan shall be submitted for obtaining occupancy certificate.
- I. Structural responsibility shall be fully of the allottee and that RIICO shall not be responsible in any manner for it.

***Note:** The Corporation may consider to approve construction of building structures, which are parts of plant and machinery of an industry and also imperative for project needs/technical requirements, beyond maximum permissible height of 15 mtrs. subject to obtaining of NOC from other concerned authorities, like Fire Fighting and Air Port, if required. However, for the height of chimney in an industrial plot, the norms set by Rajasthan Pollution Control Board would continue to be followed. Such cases will be decided by a Committee headed by the Managing Director; Advisor (Infra.) and STP /DTP are its members.

(Inserted as per approval of IDC vide item 3 of its meeting held on 4.5.2011)

TABLE-1

Setbacks for industrial plots :

Plot Area (in sq. meter)	Front Setback (in meter)	Side Setback- I (in meter)	Side Setback- II (in meter)	Rear Setback (in meter)
150 to 249	2.50	1.00	-	1.00
250 to 499	3.00	1.50	-	1.20
500 to 1000	3.00	3.00	-	1.20
1001 to 1500	5.00	3.00	-	2.50
1501 to 3000	5.00	3.00	3.00	3.00
3001 to 4,000	6.00	3.00	3.00	3.00
4,001 to 10,000	6.00	4.00	4.00	4.00
10,001 to 50,000	7.50	4.50	4.50	4.50
Above 50,000	9.00	9.00	9.00	9.00

Note *The industrial plot allottees who have got the plot allotment prior to revision in the setbacks i.e prior to the date 24.5.2013, as above, are also allowed to opt the above revised setbacks in toto. However in such allottees who have plot area of 4001 sqm or more shall be required to leave a clear passage of minimum 3.6 meters with in the setback area, around the building for movement of fire fighting engine, for being eligible to adopt the revised setbacks.

(Amended as per item 9 of the meeting of the IDC held on 24th May 2013.)

TABLE-2

**FACILITIES PERMITTED IN SETBACK AREAS OF
INDUSTRIAL PLOTS.**

S. No.	Area of plot (Acres/Sqm)	Permitted Facilities				
		Security Room, LT Meter Room & Time Office in front/side set backs (Dimensions in Mtrs.)	Security Room, HT Meter Room & Time Office in front/side set backs (Dimensions in Mtrs.)	Cycle, Scooter Car Shed in side/rear setback (Dimensions in Mtrs.)	Toilet Block in side /rear setback (Dimensions in Mtrs.)	Chowkidar Quarter in Rear setback (Dimensions in Mtrs.)
1	2	3	4	5	6	7
1	500-1000 sqm	3.30x5.50	3.30x6.00	2.00x5.00	1.50x2.00	-
2	1001-3000 sqm	3.30x5.50	3.50x6.00	2.00x8.00	1.50x3.00	3.00x6.00
3	3001-4000 sqm	3.30x6.60	3.50x7.00	3.00x8.00	2.50x4.50	3.00x6.00
4	4001-5000 sqm	4.00x6.60	4.00x7.00	3.00x8.00	2.50x4.50	3.00x6.00
5	5001-10000 sqm	4.00x6.60	4.00x7.00	4.00x20.00	4.0 x 6.0	3.50x6.00
6	10001Sqm to 5 acres	-	4.50x7.00	5.50x20.00	4.00x7.00	3.50x6.00 (Two Nos.)
7	Upto 15 acres	-	5.50x8.00	5.50x25.00	4.00x8.00	3.50x6.00 (Two Nos.)
8	Upto 50 acres	-	6.00x9.00	5.50x30.00	4.00x9.00	3.50x6.00 (Four Nos.)
9	Above 50 acres	-	6.00x10.00	5.50x35.00	4.00x10.00	3.50x6.00 (Four Nos.)

Notes :

- A. However, a clear passage of 3.6 meters. for movement of fire fighting engines will be required to be left in case of plot having area of 4001 sq. meter or more, for availing the facilities permitted in the Setbacks as per Table -2, above .
- B. In addition to the above permitted facilities following facilities are also allowed as specified below
- (i) D.G. set room in front/side/rear setbacks to the extent of permissible size of Security Room-cum-LT/HT Meter Room.
 - (ii) Transformer platform and its shed to the minimum requirement as approved by DISCOM in industrial units whose power connection is 60 HP or more.

TABLE-3

Building Parameters for the industrial plots / buildings proposed to be used for setting up of Garment / Gems & Jewellery units.

S.No.	Building Parameter	Amended Provision
1.	Setbacks	As prescribed in Table-1
2.	Ground Coverage	50% (maximum)
3.	FAR	2.0(maximum)
4.	Maximum height of the building	15.00 mts. {excluding the building parts as mentioned in Model Building byelaws at clause 7.11(iii)}
5.	Parking requirement	1 ECS/100 sq.mts. of total floor area.

Notes:

- (i) The above additional FAR and other parameters under Table-3 will be applicable to the future allotments only.
- (ii) Will be applicable in all Industrial Ares except EIPs, for which there are separate set of building parameters.

(Re-prescribed and inserted amending existing building parameters as per approval by the IDC vide item 31 of its meeting held on 15.4.2008)

General Notes :

1. The above permitted facilities shall apply to all Industrial Areas / Estates and shall be permitted without charging any compounding fee. Minor variations upon certain limits beyond the permitted sizes may be compounded on payment of fee as may be prescribed from time to time.
2. Construction in setback area of industrial plot may be compounded for industrial purpose only and not for commercial, residential or other such purposes.
3. The permitted facilities may be constructed along the compound walls in front, side or rear as the case may be and the sizes of various structures are external i.e. inclusive of wall thickness.
4. The construction in setbacks of plot for permitted facilities shall be of only ground storey without any mezzanine floor and construction on first floor shall not be permitted at any cost. Height of these structures would not be more than 3.50m above plinth level. (Inserted by IDC vide item 3 on 21.10.2005)
5.
 - a. In the case of plots having roads on more than one side, for the purpose of calculation of penalty for unauthorized construction, the front set back shall be taken towards all the entire road.
 - b. In the case of plots having roads on more than one side, for the purpose of permitting facilities, the front set back shall be taken towards the more important road only.
6. The compound wall of corner plots shall be chamfered / rounded and no facility shall be allowed at the junction point.
7. One overhead water reservoir on columns with a maximum of 5 meters external diameter may be permitted in side / rear set backs.
8. A transformer platform and its shed may be permitted in any setback area according to the minimum requirement as approved by Vidyut Vitaran Nigams in industrial units whose power connection is 60 HP or more .
9. The construction of D.G. set room in front / side / rear set backs of plot shall be permitted to the extent of permissible size of H.T. meter room. However, allottees of plots shall ensure that flow of fire fighting equipment, Ambulance and other Emergency services is not affected.

10. In plots of more than 10000 sqmts. one weigh bridge room upto 3.00 x 4.00 Mtrs. for use of the industrial unit only, may be permitted in the front / side set back area.
 11. In plots of more than 10000 sqmts. a first aid room or dispensary upto 50 Sq. Mtrs. in area, may be permitted within prescribed set backs lines.
 12. Parking (Cycle/ Scooter/ Car) shed in front / side / rear set backs of the plot may be permitted with three sides open. However, the parking shed constructed in front set back shall have only temporary roof like corrugated sheets etc.
 13. The allottees may be allowed facilities of porch, staircase, architectural aesthetic features within 50% of the width of the set backs or 3 meters whichever is less within permissible limits only.
 14. The permission for construction of tube well / open well in allotted plots (industrial/ residential/ commercial) may be granted as per the following guidelines:
 - a. The tube wells / open wells to be installed by entrepreneurs should be at a prescribed minimum distance of 300 meters from the existing wells of the Corporation / PHED, so that it does not interfere with the source of Corporation / PHED.
 - b. The allottees will use water in the industrial area only and sale of water will not be permitted. Permission for the construction of tube wells / open wells shall be given without levy of any charges.
- Note:** *Inserted and substituted by the Infrastructure Development Committee of the Board of Directors vide item No. 5 of their meeting held on 9th December 1992, item No. 15 dated 21st February 1998, item No. 37 dated 18th November 1998, item No. 21 and 29 dated 13th November 2000, item No. 3 dated 22nd December 2000, item No. 9 dated 25th January 2001, item No. 20 dated 23rd September 2002, item 16 dated 25.3,2006.*
15. Norms for construction of basement in industrial plots:

Norms for construction of basement in industrial plots are prescribed as under:

 - (i) The basement shall not be used for residential purpose
 - (ii) Area & Extent :

- a. The basement shall only be constructed within the prescribed set backs on ground floor.
 - b. No basement shall be allowed in the permitted facility area of the industrial plots.
- (iii) The allottee of plot shall be responsible for any dispute / damage due to construction of basement, in adjoining properties including neighbour's properties.
- (iv) Basement may be put to the following uses only:
- a. Storage of industrial or household goods.
 - b. Strong rooms, cellars, etc.
 - c. Air-conditioning equipment and other machines used for services and utilities of the building and
 - d. Parking spaces.
- (v) The basement shall have the following requirements:
- a. In every part, basement shall be atleast 2.4m in height from the floor to the underside of the roof slab or ceiling.
 - b. Adequate ventilation shall be provided for the basement. The ventilation requirement shall be the same as required by the particular occupancy according to National Building Code. Any deficiency may be met by providing adequate mechanical ventilation in the form of blowers, exhaust fans, air-conditioning systems etc.
 - c. The staircase of the basement shall be as per fire safety measures of National Building Code.
 - d. The minimum height of the ceiling of any basement shall be 0.9 m above the average surrounding ground level.
 - e. Adequate arrangements shall be made such that surface drainage does not enter the basement.
 - f. The walls and floors of the basement shall be watertight and be so designed that the effects of the surrounding soil and moisture, if any, are taken into account in design and adequate proofing treatment is given.

- g. Open ramps shall be permitted if constructed leaving the set back area subject to the provision of (d).
- h. The access to the basement shall be separate from the main and alternative staircase providing access and exit from higher floors.

(Inserted as per IDC decision taken vide item 8 on 8.7.2002)

17 Increasing the ground water level by rain water:

- (i) For water conservation and increasing level of ground water, all plot allottees having more than or equal to 500 sqm. shall have to construct Rain Water Harvesting Structures (RWHS) in their premises to recharge the ground water so as to ensure that all rainwater is effectively harvested and recharged.
- (ii) All the plot allottees are required to intimate concerned RIICO unit offices in writing about completion of RWHS. The allotted plots will now be treated as utilized on completion of other prescribed norms even without completion of RWHS. However, the allottee will be required to pay lumpsum penalty for delay in completion of RWHS as under;

S.No.	Size of plot	Penalty amount per annum
1	Upto 2000 Sqm*	^ 10,000 per annum
2	From 2001 to 10,000 Sqm.	^ 20,000 per annum
3	From 10,001 to 20,000 sqm.	^ 30,000 per annum
4	Above 20,001 sqm.	^ 50,000 per annum

* will not be applicable for plots having area less than 500 sqm.

Note : For existing plot allottees who have already utilized the allotted plot, their request for transfer of plot/ change in constitution/ change in land use/ no objection certificate for any work will not be entertained without having RWHS in their premises.

Substituted as per item 6 of IDC's meeting held on 5.9.2011 and amended as per decision taken item (3) of IDC meeting held on 06.08.2014

- 18. For the plot area measuring 10 acres and above, permitted facilities in set backs of the industrial plot, upto 3.5% of the set back area in the plot may be constructed. The permitted facilities for such plots will also include ATM, small reception and

waiting room for the visitors or any of the facility in the plot, which may be necessary for the industry/its employees, besides the facilities as prescribed in RIICO Disposal of Land Rules. However, these facilities/ requirements of the industry will be covered under overall limit of 3.5% of set back area for providing all facilities. The plot allottee, as per requirement of industry, will be allowed to decide area of these facilities. The plot allottee shall, however, ensure that movement of fire fighting equipment, ambulance and other emergency services shall not be effected in set back area of the industrial plot. *(Inserted as per IDC decision taken vide item 10 in the meeting held on 12.08 2005)*

19. Following essential facilities in set back of industrial plots measuring less than 10 acres are also permitted subject to the condition that no additional area than the prescribed for the use of permissible facilities in the plot set back shall be used on account of these facilities:

- (a) Treatment plant, cooling towers and chimney in side/ rear set backs.
- (b) An underground water storage tank below set back level (over all) of the size equal to two days water requirement given in the project report or calculated on 1000 gallons per acre per day
- (c) One HSD (Diesel) storage tank for self-consumption subject to NOC from the concerned departments for location, size etc.

However these facilities should not create obstructions to the movement of fire tender in the plot.

20. It will be mandatory in the following categories of the buildings to make use of Solar Water Heating System :

- (i) All Industrial building where hot water is required for processing.
- (ii) All Private Hospitals and Nursing homes of 25 beds, and all Government Hospitals of 100 beds or more.
- (iii) All Hotels and Resorts.'

(Inserted as per IDC decision taken vide item 14 on 25.3.2006. Proviso at S.No. 20 inserted as per approval by the IDC vide item 19 of the meeting held on 15.9.2009)

21. For loading/unloading purposes , equipments (Gantry Crane) is permitted to be installed in side setback areas of an industrial plot which are having a minimum area of 1000 sqm and is allotted to a stone based industries (processing units).

**BUILDING PARAMETERS FOR THE IT INDUSTRIES
AND IT ENABLED SERVICES (ITeS)**

These building regulations are based on Rajasthan Model Building Byelaws. All the local bodies in the Rajasthan including Jaipur Development Authority base their byelaws on this Model Building Byelaws. Rajasthan Model building Byelaws does not include any building regulations for the Industrial Building or IT buildings. As per provision of Model Building Byelaws RIICO Rules shall prevail in RIICO industrial areas.

Table E-2-1

FOR IT/ITeS PLOTS:

Plot Area (in Sq.mts)	Maximum Ground Coverage (in %)	FA R	Minimum Set Back (in mts.)				Maximum Height of the building
700-1000	40	1.75	9.00	3.00	3.00	3.00	18 mts.
1001-1500	40	1.75	9.00	4.50	4.50	4.50	18 mts.
1501-2500	40	1.75	12.00	6.00	6.00	6.00	1.5 times the width of the front road subject to maximum 30 mts
2501-4000	40	1.75	12.00	9.00	9.00	9.00	1.5 times the width of the front road subject to maximum 30 mts
4001-10,000	40	2.00	15.0	9.0	9.0	9.0	1.5 times the width of the front road subject to maximum 30 mts
10,001-20,000	40	2.50	20.0	9.0	9.0	9.0	1.5 times the width of the front road subject to maximum 60 mts.
20,001 and above	40	2.50	25.0	9.0	9.0	9.0	1.5 times the width of the front road subject to maximum 60 mts.

Notes & Explanations:

- (a) Minimum plot size for IT/ITeS will be 1500 sq. mts.
- (b) Parking requirements: 1 ECS per 50 sq. mtr. of FAR area (inclusive of extra parking space requirement for the visitors) .
- (c) The permitted height of the building is subject to clearance form Civil Aviation Authority.
- (d) In plots measuring more than 40,000 sq.mts., following incidental uses are permitted for benefits of units and their employees:
 - i) 4% of total FAR for Commercial facilities.
 - ii) 2% of total FAR for Recreational facilities.
 - iii) 10% of total FAR for residential facilities.
- (e) Permitted facilities like security room, L.T. / H.T. meter room, time office, Chowkidar Quarters, Cycle /Scooter Parking etc. are permitted in set backs area as per RIICO Disposal of Land Rules, 1979.
- (f) Other building control regulations for IT/ITeS plots may be followed as per Rajasthan Model Building bye-laws 2000 for commercial buildings and will be applicable to the existing IT / ITeS units also.
- (g) Obtaining of requisite fire safety related NOC from Local Municipal Body / concerned organization will also be necessary on the part of the plot holder.
- (h) All allottees of industrial land who want to change product to IT/ITeS (switchover cases) or old allottees who were given land for setting up of IT/ITeS industries prior to coming into force of the above building parameters may also be allowed to construct buildings as per the above building parameters/ bye-laws.
- (i) In such cases where in above building paramters have been opted, normally no change in product from IT/ITeS industries to other industry will be allowed. However, in a special case where reversal from IT/ITeS industry has to be considered then it may be allowed only if the applicant surrenders excess built up space/construction made on account of higher FAR admissible for IT/ITeS industry as per the above, to RIICO and the same shall vest with the Corporation.
- (j) The terms and conditions at S.No. (h) to (j), above will be incorporated in the lease deeds also.

(Inserted as per BOD approval accorded vide item 29 on 30.3.2007 and vide item 12 of its meeting held on 7th July 2008. Partially amended as per approval of the BOD vide item 19 of its meeting Dt. 12.8.09)

Building regulations / parameters for non-industrial buildings :

- b) For non-industrial buildings in RIICO Industrial areas falling under JDA region, 'JDA (Jaipur Region Building) Regulations 2010' shall apply with all amendments made in JDA Building Regulations subsequent to the Office Order dated 14.06.2013.
- c) For non-industrial buildings in RIICO Industrial areas falling under Jodhpur Development Authority (JODA) Region, 'Jodhpur Development Authority (Jodhpur Region Building) Regulation 2013' shall apply.
- d) For non-industrial buildings in RIICO Industrial areas falling in Class I cities having population more than 1 lac including Bhiwadi, the Rajasthan Building Regulation 2013 (revised) and subsequent amendments made therein shall apply.
- e) Building parameters for non-industrial buildings in RIICO Industrial Areas located in the towns having a population of less than one lac, will be as per the 'Local Body (Urban Area, Building), Regulations, 2010.

Special Notes :

Building parameters for non-industrial buildings as adopted under the Form-E-2, above will however be with the following deviations/exemptions:

- i. Allottee will apply in the concerned Unit office for obtaining building plan approval in the prescribed performa. Concern Unit office will examine and approve the building plans accordingly.
- ii. Technical person registered with any local body or registered with Council of Architecture is entitled to submit building plans in the Corporation.
- iii. Security deposit against provision for rain water harvesting structure, fire-extinguishing and earthquake safety, greenery and plantation, parking will not be levied but it shall be mandatory for the applicants to follow the norms for above provisions.
- iv. There will be no charges under head of Basic services for urban poor (BSUP) fund in RIICO.
- v. Provision of T.D.R. (transfer of development rights) shall not be applicable in RIICO Industrial Areas.
- vi. Applicability of these building regulations will be in totality for old cases also. For e.g.-if an allottee wants to avail benefit for some specific parameter by renewal of building plans, all related parameters/clauses (rain water harvesting,

solar energy plant etc. if applicable as per regulations) shall be applicable and the prescribed charges as per point 4 above shall be paid by the allottee.

- vii. Revised building parameters will be applicable to all the allottees in totality. However, in old cases where allotment has been done before 14.06.2013, earlier permitted FAR will be applicable (*standard FAR shall not apply*). In case where such allottee requests for higher FAR, charges will be applicable for extra FAR above the already permitted FAR. Betterment levy shall be charged as decided above.
- vii. In any case maximum height of the non-industrial building shall not exceed 30 mts (height ceiling).
- viii. Fee for various building regulations related approvals will be as prescribed below in Table-4.
- ix. Security deposit against provision for rain water harvesting structure, fire-extinguishing and earthquake safety, greenery and plantation, parking will not be levied but it shall be mandatory for the applicants to follow the norms for above provisions.
- x. Betterment levy shall be leviable to avail extra FAR beyond prescribed standard FAR and to avail 5% extra ground coverage. For the purpose of uniformity and simplification, the prevailing 'Comeercial/residential resrve price (of the concerned local body) shall be replaced with 'prevailing allotment rate' for indsutrial use of concerned Indsutrial area. Equivalent charges for different uses will be derived and calculated as under:
 - a. Institutional Plot - 1.25 times of 'prevailing allotment rate'
 - b. Residential Plot - 2 times of 'prevailing allotment rate'
 - c. Commercial Plot - 4 times of 'prevailing allotment rate'For e.g. To achieve maximum FAR upto 2.00 and above standard FAR of 1.33 in residential plot betterment levy may be calculated as \wedge 100 per sq.ft. or 25% of { 2 x 'prevailing allotment rate' (in sq. ft)}, whichever is higher.
- xi. Certificate for partial/complete construction of a building may also be issued by Unit Office as per norms, if desired by applicant without levy of any charges. However, Completion certificate/Occupancy certificate shall not affect compliance of provision of Rule 21, relating, - 'time period for commencement and completion of construction activities and commencement of production activities'.
- xii. For weigh Bridges Building Regulations and Parameters will be as per table - 5, below

- xiii. Managing Director of the Corporation is authorized for adopting revision/amendments in building regulations by UDH/LSG after examination by Planning Cell, from time to time, for non-industrial buildings as prescribed in RIICO Disposal of Land Rules, 1979.
- xiv. By virtue of applicability of new setbacks in non-industrial plots, any construction falling beyuond new set-backs will only be considered as unauthorized construction.

(Item 10 of the meeting held on 11.5.2015. Further inserted as per item 18 of the meeting of IDC dt. 09.09.15)

TABLE - 4

S. No.	Fees/ Charges	Description	Category of Uses		
			Residential	Institutional	Commercial
1.	Application / Examination/ Building Plan approval fee/ approval for extension	-	^ 30per sq.mt of total built-up area	^ 40 per sq.mt of total built-up area	^ 50 per sq.mt of total built-up area
2.	Building Plan Renewal Fee	Within validity period	10% of building plan approval fee (same for all uses)		
		After validity period	20% of building plan approval fee (same for all uses)		
3.	Wreckage Removal Fee (refundable, if party removes debris on its own cost) Same charge for all uses	Upto plot area 500 sqmts.	^ 3000 lumpsum		
		Plot area from 500 sqmts. to 1000 sqm.	^ 5000 lumpsum		
		Plot area more than 1000 sqm.	^ 10000 lumpsum		

Note: Management may decide to relax the charges for building plan approval in cases related to allotment to charitable institute, Govt. offices/institute on the case to case basis.

धर्म काल (वे-बिज) :-

धर्म काल स्थापित करने के हेतु निम्नानुसार प्रावधान रखी जायगी :-

मुखण्ड कि न्यूनतम नाप 25 मीटर सड़क के साथ एवं 21 मीटर गहराई (525 वर्ग मीटर) रहेगी जिसमें पिछे की दीवार से 3 मीटर दूरी छोड़ कर 4 मीटर ग 5 मीटर का कमरा देय होगा। ;/उमदकमक चमत चचतवअंस इल प्क पजमउ 12 उममजपदक कजण 16ण12ण2010द्व

प्राप्त वित्त मुखण्ड के सामने सड़क की न्यूनतम चौड़ाई 18 मीटर होगी।
(Amended as per approval by IDC- item 12 meetind dt. 16.12.2010)

If a Weigh Bridge is proposed on RIICO roads of RIICO Industrial Area, entry-exit on both roads upto 18.00 mts. from road junction (corner point of plot) shall not be allowed. However, for the purpose of frontage of the plot, said 18.00 mts. shall be included in calculation.

(Inserted as per decision of IDC of its meeting held on 09.6.2011-item 3)

राष्ट्रीय राज मार्ग व राज्य मार्ग पर यदि धर्म काल प्राप्त वित्त है तो चारहे/तिरहे स न्यूनतम दूरी इण्डियन रोड कान्स के निर्देशों के अनुरूप ही देय होगा।

Applicable Rates of Economic Rent

Economic rent will be charged @ ₹ 300/- per 4000 sq. mtr., rounded off to the next rupees, subject to minimum of Rs.100/- per annum, irrespective of the population in a town and date of allotment of plot.

The revised rates for the Economic Rent are applicable with effect from 1.4.2012

*(*Revised / amended as per decision taken by IDC vide item 3 of the meeting held on 28.2.2002 and item 7 dated 30.6.2003. amended as per item 5 of the meeting held on 26.4.2012)*

LEVY OF ONE TIME ECONOMIC RENT

At present economic rent is payable annually before 31st July every year, after that interest at prescribed rate is to be charged from 1st April of the year. However, the entrepreneurs may opt for one time deposition of the economic rent in lump sum on the following conditions:

- (i) that, he has cleared all the outstanding dues of economic rent upto the date of option.
- (ii) that, he deposits a lump sum amount equal to the economic rent of 10 years calculated as per the rates applicable / prevailing on the date of option.
- (iii) that, payment of economic rent in lump sum will not affect the nature of the title over the plot i.e. the plot would remain always on lease.
- (iv) that, he gives an undertaking to the effect that :
 - (a) RIICO shall continue to have full right to cancel the allotment of land on account of any violation of the terms & conditions of the lease deed.
 - (b) he, as allottee would not demand for refund of economic rent deposited in lump sum in the event of plot being cancelled on account of violation of lease deed conditions or voluntary surrender of lease.

As regards fresh cases of allotments also the allottee would have the option for one time lumpsum deposit of economic rent.

*(*Inserted as per decision taken by IDC vide item 9 of the meeting held on 17.6.94)*

**HANDING OVER OF THE ORIGINAL LAND LEASE
AGREEMENT TO THE ALLOTTEES**

Original Lease Agreement of land available with RIICO and not mortgaged can be handed over to the allottee. While handing over the Land Lease Agreement following procedure shall be followed:

1. Entrepreneur can make a demand for handing over of the original Land Lease Agreement of land if
 - (a) payment of 100% development charges alongwith outstanding dues upto the date of handing over the lease deed has been made; and
 - (b) no case of violation of Land Lease Agreement is pending.
2. After conditions as mentioned at point 1 are met, following undertaking should be obtained from the entrepreneur :
 - (a) The entrepreneur shall furnish details regarding charge / mortgage created in favour of Financing Body / Bodies for obtaining loan within 7 days from the date of creating such a charge / mortgage. In case of non-compliance to this condition and if RIICO takes action as per the relevant clause of lease deed for breach of terms and conditions, then the lessee and the financing body/bodies shall be fully responsible for all consequences.
 - (b) Original Land Lease Agreement would be submitted to RIICO by the allottee as and when demanded to do so by RIICO.
3. After being satisfied that, the conditions as mentioned at point 1 have been fulfilled and necessary undertakings as mentioned at point 2 have been furnished Sr. RM/RM would
 - (a) stamp as following in red colour on the front page of the Original Land Lease Agreement before handing over of the same to the lessee.

"For obtaining loan for any purpose the demised plot can be mortgaged by deposit of this Lease Agreement in favour of Financing party or body as mentioned in the second proviso to clause 1(c) of the Land Lease Agreement."
 - (b) and keep a photocopy of the original land Lease Agreement duly stamped as per point 3(a) in the file of the allottee.

(Substituted and amended as per IDC decision taken vide item 21 & 29 on 13.11.2000.)

**Policy for allotment of group housing plots at RIICO Industrial Areas
for creating residential facility through private developers**

1. Definition of Group Housing:

Group Housing means development of flatted blocks/group of residential on plot/land having minimum area 5000 sq.mts situated on 18 mts wide road and more.

A suitable chunk of land / plot(s) will be first earmarked for the Group housing purposes as per needs in the layout plan of the Industrial area concerned with the approval of the competent authority.

2. Reserve rate:

Prevailing rate of allotment of concerned Industrial Area.

3. Broad details of the plot to be advertised:

Details of the plots like its location / Industrial Area, Area of plot Area, Allotment price and address of Concerned Unit Office shall be provided.

4. Procedure for land allotment:

Expression of Interest (EOI) for allotment of plot/land for developing group Housing will be invited on two bid system. Bids will be invited in two-envelopes as 'technical bid' and 'financial bid'. Both the envelopes shall be placed in another envelope.

5. Application Forms:

Application form duly completed will be submitted to the concerned Unit Head of the corporation in response to the invitation of expression of interest.

6. Eligibility Criteria:

I. A developer/ company/ consortium may apply in response to invitation of expression of interest for the allotment of the group housing plots who has:

Particulars	Plot size 5000 to 10000 sqm.	Plot size Over 10000 sqm.
Required minimum turn over	^ 50 Crore	^ 100 Crore
Required minimum net worth	^ 25 crore	^ 50 crore
Required minimum experience	3 years	3 years
Minimum construction experience	1000 dwelling units	1000 dwelling units

Note: Turn over to be taken on the basis of average turn over in last 3 years, whereas net worth would be taken on the basis of latest balance sheet.

II. Consortium Criteria:

- a. Maximum 3 parties can form a consortium.
- b. Each of the party in consortium shall be jointly and severally responsible for successful implementation of the project.
- c. The turn-over and net-worth norms would be considered in combination of all parties to the consortium.
- d. One of the parties of the consortium should have at least 3 years experience of construction of dwelling units.
- e. One of the party of the consortium would be named as lead which should meet at least minimum 50% of the eligibility requirement for turnover and net worth.
- f. Either SPV or the lead would execute agreement on behalf of the consortium with RIICO.
- g. Core 1 bidding document used by Power Companies may be referred to on the website of Power Finance Corporation/Rajasthan Vidyut Utpadan Nigam Limited for preparing bid document.

7. Applicants to submit proposal including following:

A. Technical bid:

Separate sealed envelope marked as 'Technical bid for allotment of group Housing plot' with full name and address of applicant' is to submit containing following:

- a. Documents/documentary proof of the fulfillment of application criteria as at clause (6) duly attested.
- b. Concept plan enumerating details of utilization of land/number of flats, their sizes/facilities/services etc.
- c. Proof of Financial Soundness, capacity to execute project.
- d. Means of financing, implementation schedule.
- e. Last 3 years copies of Balance Sheet duly attested by registered Chartered Accountant.

B. Financial bid:

Separate sealed envelope marked as 'Financial bid for allotment of group Housing plot' with full name and address of applicant' is to submit.

8. Scrutiny of applications:

Technical bids will be scrutinized by a committee headed by MD/CMD and comprising of Advisor (Infrastructure), Additional Chief Engineer, GM (Finance), STP/DTP. Unit Head concerned will be the convener of this committee. The financial bid of the technically qualified developers shall only be opened and allotment of land shall be made to the developer who quoted highest rate.

9. Project Implementation Period:

The project will have to be completed within a period of 3 years from the date of handing over the possession of the plot, irrespective of date of lease. Completion of the project means construction of dwelling units ready for use by achieving at least 50% of the permitted FAR or 75% of area mentioned in project report/concept plan, whichever is higher.

10. Building Regulations/parameters :

Building Regulations for this purpose shall be the same as prescribed under the head 'construction of residential Flats and Group Housing' in the 'Building Regulations' of the category as is relevant to the case in context of FORM- 'E-2' of these rules.

11. Payment Terms:

- a. An earnest Money @ 2% of the total premium amount calculated at reserve rate, will be submitted along with Technical bid. The same will be refunded interest- free to the applicants who do not qualify the eligibility criteria.
- b. After the in principle approval, highest bidder will required to deposit 25% of the premium amount calculated on highest bid (adjusting amount of earnest money) within 30 days of the approval (LOI of the same will be issued).
- c. EMD to the unsuccessful bidders shall be refunded within seven days from the date of declaring technically qualified bidders/opening of financial bids without interest by the corporation.
- d. Balance 75% premium amount will be deposited by the highest bidder within 90 days of the allotment letter issued.
- e. No payment will be allowed in installments.
- f. All the payment shall be made to concern Unit Office of the corporation by DD/Bankers cheque/RTGS facility.

- g In case of any default by the allottee, all amounts already paid, shall be forfeited.

12. Development Details:

- a The work can be started by the builder immediately on receiving the possession of the land.
- b Sanctioning of Plans shall be done as per rules.
- c Sewage, water and electricity connection shall be facilitated by the Corporation as per the existing policies. However, for internal development of group housing water supply, drainage, electric distribution, roads, telephone line, rain water harvesting system/structure, solid waste disposal shall be provided by the developer as per the standards at his own cost.
- d Distance between two building blocks shall not be less than 1/3 of the height of the highest block.
- e For common facility and community centre and club house upto 5% permissible FAR can be utilized.
- f Clearance from Fire, Environment shall be taken by the builder. Clearance from Airport Authority of India (if required) shall be taken by the builder at its own. However, any assistance support required on the same will be provided.
- g Maximum 3% of FAR, as permissible under building guidelines for group housing plots for commercial use, shall be used only for providing day-to-day essential services for the residents of the group housing scheme.

13. Subleasing of the built- up space :

The developer will have the freedom of sub-leasing the built up dwelling units and other built up space created for the supportive use on the following terms & conditions:

- (i) No separate permission/charges for sub-leasing the built up space will be required.
- (ii) Building construction of the Complex will be done as per the RIICO Buildings Parameters related to the Group Housing. The Complex may also house commercial, recreational, facilities for sub-leasing to the extent permitted in RIICO building parameters related to the Group Housing.
- (iii) Sub-lease period will not exceed the remaining period available to the original plot allottee.

- (iv) It is primarily the land allottee / prime lessee who will be required to pay all dues / annual charges eg. Service Charges and Economic Rent etc. to RIICO. If the sub lessees are made to pay the above annual charges to RIICO then the allottee will put a condition to this effect in the sublease. Without such condition the sublease will not be treated as valid. A suitable provision / clause regulating the above arrangement will also be inserted in the lease deed to be executed with the land allottee.
- (v) Common facility area will be maintained by the developer or through any agency approved by it, for which the developer may levy suitable charges on the users.
- (vi) Lessor (RIICO) will provide only outer infrastructure as per the development scheme of the concerned industrial area. Internal development of the Complex will be the sole responsibility of the allottee / lessee as per plans approved by RIICO.
- (vii) Rights and liabilities between the lessee (allottee) and sub-lessee will be determined amongst themselves and these will not be binding on RIICO in any manner. However such mutual rights and liabilities will have to conform to the rules and regulations of RIICO and terms and conditions of such allotment of land etc.
- (viii) RIICO shall not be answerable/ responsible for any dispute arising between lessee and sub-lessee.
- (ix) RIICO will not be responsible for providing any extra infrastructure support or services to the sub-lessees. However, sub lessees are free to form a society registered under the Society Registration Act - 1958 or company under Section 25 (G) of the Companies Act 1956 on 'no profit no loss' basis for day to day maintenance and to provide civic amenities for their respective premises.

Application fee for various approvals/permissions

Size of plot (Sqm.)	For change of land use & sub-division of plot (^)	For time extension (for dues/ production), change in constitution of allottee firm, transfer of leasehold rights, merger of plots, sub-letting of allotted plot and change of product (^)
Up to 500	2500/-	1000/-
501-1000	5000/-	2000/-
1001-4000	10,000/-	3,000/-
4001-10,000	15,000/-	4,000/-
10,001 and above	20,000/-	5,000/-

Notes :

- a. These charges will remain same irrespective of the category of industrial area, i.e. saturated / unsaturated.
- b. Application fee as mentioned above will be applicable on applications submitted on or after 27.05.2014

(Inserted as per approval vide item (7) of the IDC meeting held on 13.05.2014)

- (A) Policy for allotment of land to the SPVs/Companies for development of the Clusters under Cluster Development Scheme of Govt. of India..**
- (B) Stipulations/Regulations for the SPVs/Companies to whom land has already been allotted for the Cluster Development.**
- (A) New Land Allotment to SPV/Companies:**

1. Modalities of land allotment:

Land will be allotted on developed or semi developed or undeveloped basis, as the case may be.

The land shall be allotted on "as is where is" basis when land is allotted on undeveloped/semi developed basis. The allotment shall be made on lease basis which term shall not be exceeding more than 99 years, in any case.

The cost of land will be deposited by the allottee as per time schedule decided by the Corporation, on case to case basis. In case of default, the Corporation shall have right to cancel the allotment and determine the Lease Agreement.

The allottee shall deposit an amount equal to 10% of total land cost in shape of Bank Guarantee/FDR in favour of the Corporation as security, in addition to land cost for securing future maintenance. However, said bank guarantee/FDR shall be released by the Corporation after completion of 5 years from the date of development of said Cluster/Park/Project.

Possession of land will be handed over within 30 days from the date of deposition of full cost of land or within 30 days from the date of allotment, if balance payment of cost of land is permitted to be deposited in installments. Service charges as may be decided by the Corporation from time to time shall be deposited by the allottee in advance by 31st July of every Calendar year.

The allottee shall deposit the Economic Rent of the entire allotted land area as per the rate prescribed by the Corporation/State Govt. from time to time, within 120 days from the date of issuance of the allotment letter for current financial year and latest by 31st July for subsequent financial years.

The allotted land shall only be used for the purpose for which it is allotted or permitted use as mentioned in the allotment letter/Lease Agreement issued by the Corporation.

The allotment of land would only be made to any SPV/Company when its proposed project is sanctioned in-principle, by the respective department/agency of the GoI/GoR under the relevant scheme. In case, any directions are issued or conditions are imposed by the GoI/GoR, the same shall be adhered to by the SPV/Company.

The allottee or its sub lessees shall not be permitted to run any illegal trade, business and obnoxious industries on the said allotted land. If it is found at site, the Corporation shall have right to cancel the allotment without giving any further notice or information in this regard.

In case of surrender of part or full allotted land by allottee SPV/Company, due to any reason, such as change in policy by the Government, change in technology, change in prevailing law etc., land cost deposited by the allottee at the time of allotment, to the extent of land area surrendered, will be paid without interest by the Corporation.

In the Board of Directors or Governing Body of the allottee SPV/Company, one nominee should be from the Corporation preferably the concerned Unit Head of RIICO but no civil/criminal liability shall be borne by the said nominee officer of the Corporation.

In case of dispute regarding interpretation of the terms and conditions of allotment/lease agreement, the matter shall be resolved amicably instead of approaching Court of Law directly. In such cases, matter shall be referred to Chairman, RIICO or Principal Secretary, Industries, as the case may be, for adjudication.

The other issues which are not covered in this policy shall be governed in accordance with RIICO Disposal of Land Rules, 1979, as amended from time to time.

2. Infrastructure development by the allottee SPV/Company :

It shall be exclusive responsibility of the SPV/Company to develop internal infrastructure at its own cost.

The SPV/Company shall get the lay out plan of allotted land approved from the Corporation before carrying out any development activity on the allotted land.

The Corporation will preferably indicate maximum permitted use of land in site plan at the time of allotment.

The SPV/Company shall submit the detailed development plan before carrying out infrastructure activity. After examining the development plan submitted by SPV/Company, necessary permission will be issued by the Corporation. The Corporation shall have right to issue necessary directions for maintaining requisite specifications along with right of amend/change thereof depending upon need of the area/project.

After completion of development works at site, SPV/Company should obtain 'Completion Certificate' from the Corporation.

The allotment of land to SPV/Company will be made subject to condition that requisite clearances/ consents with regard to Environment /Pollution Clearances shall be obtained directly by the SPV/Company from the concerned authority/ department such as MoEF/CPCB/RPCB etc.

No disposal of effluent shall be allowed in the storm water drain, if constructed by the Corporation in the industrial area adjacent/nearby to the allotted land.

The SPV/Company and its sub lessee shall have to maintain the status of zero discharge in their respective unit to be set up on allotted land or part thereof.

In case any power/telephone/gas pipe line is passing through the allotted land, the Corporation does not undertake any responsibility for its removal. The SPV/Company and its sub-lessee will be required to plan/modify their construction accordingly after leaving prescribed setbacks/safe distance as determined by the respective authorities.

3. Terms & conditions between Lessee and Sub-Lessee:

The SPV/Company shall be allowed to sub-lease the permissible saleable area of allotted land to the members of SPV/Company only strictly in accordance with lay-out plan approved by the Corporation for remaining lease period from the date of allotment to SPV/Company on such terms and conditions, as may be mutually agreed between the SPV/Company and its sub-lessee but such conditions shall not be beyond the conditions of allotment as well as Lease Agreement or co-terminus with allotment letter/Lease Agreement of SPV/Company.

The terms and conditions for sub leasing will be decided by the SPV/Company and its sub lessees mutually but strictly in accordance with RIICO Disposal of Land Rules, 1979 (as amended from time to time). However, the terms and conditions applicable on which allotment is made to the SPV/Company and lease agreement to be executed between the SPV/Company, shall also mutatis-

mutandis apply to every sub lessee of the SPV/Company.

No Lease Agreement shall be executed by the Corporation directly in favour of sub lessees of the SPV/Company. However, format of Sub Lease to be executed between SPV/Company and its allottee members shall be got approved from the Corporation before execution of same. However, condition relating to sub leasing shall be incorporated in sub-lease agreement to be executed with respective sub-lessee by the SPV/Company.

The SPV/Company shall furnish the information about leased out area of land along with details of its sub-lessees within 30 days from the date of execution of sub-lease in favour of them.

In the event of cancellation of allotment made to the SPV/Company and determination of lease agreement pertaining to said allotted land by the Corporation, the sub-leases executed by the SPV/Company in favour of its members/sub-lessee shall stand determined & nullified automatically and entire land shall vest with the Corporation without any further orders. In such event, the Corporation shall not be liable to pay any damages, cost etc. to the SPV/Company or its sub-lessee.

The Corporation shall not be answerable to any dispute arising between SPV/Company and its sub-lessees and no request for time extension shall be entertained on this ground alone.

It will be sole responsibility of SPV/Company to follow the rules and regulations of the concerned department regarding the registration of lease agreement or sub-lease agreement with the respective departments of the State Government.

4. Utilization of allotted land and time extension:

The allottee SPV/Company shall complete the development of Park/Project with all requisite infrastructures in accordance with approved lay-out plan within 3 years from the date of taking over possession of land. It shall be exclusive responsibility of the allottee SPV/Company to develop and maintain the allotted area at good condition within its internal peripheral limits and the Corporation shall neither liable to develop & maintain the allotted land nor bear any cost towards said development and maintenance even in future.

In case of any extension of time limit is required by the allottee SPV/Company for development of the park/project beyond the stipulated period, the same may be considered by the Managing Director of the Corporation depending upon merit of

each case with or without payment of retention charges as applicable from time to time.

The sub lessees of allottee SPV/Company shall commence the production activity on the land allotted to it within a period of 5 years from the date of handing over possession of land to the allottee SPV/Company by the Corporation, irrespective of date of execution of Lease Agreement with SPV/company or date of sublease agreement in favour of its sub-lessee(s).

Production activity of the sub-lessee will be verified as per norms prescribed under RIICO Disposal of Land Rules, 1979 along with amendments made therein from time to time.

In case, any time extension is granted for development of park/project beyond stipulated period, than, period for setting up of an individual unit by the Sub-Lessee will extend automatically up-to such extended time period.

Change of land use will not be permitted on request of the allottee SPV/Company once the lay out plan is approved by the Corporation; unless the Corporation is satisfied that change of land use is essentially required for the park/project. But in any case, no change of land use is permitted beyond prescribed limit of particular use.

If the allottee SPV/Company fails to complete the requisite infrastructure on the allotted land, within a period of 3 years or its sub lessees fails to commence the production activity within a period of 5 years from the date of taking over possession of land by the allottee SPV/Company, retention charges shall be levied on or recoverable from the allottee SPV/Company as under:

- a) Retention charges @ 1% per quarter or part thereof shall be applicable on the allottee SPV/Company for non-completion of the development works on the allotted land. Calculation of the retention charges shall be made on the prevailing rate of allotment of the industrial area concerned. However, where no rate of allotment of the area is fixed, retention charges shall be calculated on the prevailing rate of allotment of the adjoining/nearest industrial area of the Corporation.
- b) Retention charges @ 1% per quarter or part thereof shall be applicable on the allottee SPV/Company for land area lying un-utilized by the sub-lessee(s) of the allottee SPV/Company and on un-allotted area in the park/project. Calculation of retention charges shall be done on the prevailing rate of allotment of the area concerned. However, where no rate

of allotment of the area is fixed, retention charges shall be calculated on the prevailing rate of allotment of the adjoining/nearest industrial area of the Corporation.

B. Stipulations/Regulations for the existing land allottee SPVs/Companies .

1. In cases, where land has already been allotted to the SPV/Company for development of 'Cluster/ Park/Project' and the SPV/Company has not completed the requisite infrastructure as per approved lay-out plan within prescribed time limit given in allotment letter, one year additional time period from the date of intimation to the SPV/Company will be allowed to complete the requisite infrastructure without levy of retention charges.
2. In case, the SPV/Company fails to complete the infrastructure facilities within the above extended time period of one year, then, the retention charges will be levied on the SPV/Company from the date of expiry of said one year up-to the date of completion of infrastructure/development works as per approved lay-out plan. The rate of retention charges will be same as mentioned in Clause 4.7(a) of this policy.
3. In case the individual sub-lessees of SPV/Company could not utilize the land allotted to them or any part of land allotted to SPV is lying un-allotted with SPV/Company, 2 years time period from the date of intimation to the SPV/Company will be allowed for setting up of individual units by its sub-lessee(s)/to utilize the un-allotted land area lying with SPV/Company, without levy of retention charges.
4. In case, the sub-lessee(s) fails to set up their individual unit/un-allotted land area is not utilized by the SPV/Company within the above mentioned 2 years period, then, retention charges will be levied as per Clause 4.7 (b) of this policy, and it will be exclusive responsibility of the SPV/Company to pay such retention charges to the Corporation.

(Policy approved by the IDC vide item (3) of its meeting held on 09.09.2015)

Policy for allotment of land to provide 'Plug & Play' facility

1. Definition:

The "**Plug & Play**" facility means roof covered structure(s) in form of building(s) and/or shed(s), single storey or multistoried, on land allotted by RIICO in its industrial area(s) that could be rented out by allottee for non-polluting manufacturing industrial units including information technology units.

2. Purpose:

Purpose of land allotment in such cases is defined as allotment of land for providing '**Plug and Play**' facility for setting up non-polluting manufacturing industrial units including information technology units.

3. Allotment of land and its Modalities:

- 3.1 The allotment of land, under this policy, shall be made as per provisions of RIICO Disposal of Land Rules, 1979 for facilitating Plug and Play facilities by the allottee. However, the use(s) of Plug and Play facilities shall not be allowed for the industrial units which are not permitted as per terms and conditions of Environment Clearance for that industrial area.
- 3.2 In industrial areas other than saturated industrial areas, allotment of land for Plug and Play facilities shall be at the prevailing rate of allotment of the industrial area concerned.
- 3.3 The allotment of land for Plug and Play facility will be considered after inviting applications through publication of advertisement in the news papers. If numbers of applicants are more than one, allotment of land will be made through draw of lots.
- 3.4 In saturated industrial areas, allotment of land shall be made through auction (sealed bids) for plots earmarked for allotment for Plug and Play facilities. Reserve rate for the auction would be decided by the Reserve Price Fixing Committee.
- 3.5 25% premium amount and 1% security money will be deposited before allotment and payment of balance 75% premium amount will be allowed in 7 quarterly interest bearing installments. Normal interest @ 12% per annum will be levied from 121st day from the date of allotment as per rules.
- 3.6 Service Charges will be levied from the allottee at the rate applicable to industrial plots.
- 3.7 In case plot is allotted in the industrial area/Zone specified for a particular

country/product then Plug and Play facility will be provided only to majority holding companies of that country in the specified industrial area and for a particular product in the specified zone.

- 3.8 The corporation being a Lessor will provide only outer infrastructure as per the development scheme of the concerned industrial area. Internal development of the premises will be the sole responsibility of the allottee as per plans approved by RIICO.
- 3.9 Water will be supplied as per the availability and as per provisions made in the development scheme of the industrial area. No additional infrastructure shall be demanded from RIICO to meet out the increased demand of water for providing "Plug and Play" facility. The water requirement will also be assessed before giving permission to the existing plot allottees who want to switch over to provide Plug and Play facilities.
- 3.10 Building parameters would be as applicable to the industrial plots as per RIICO Disposal of Land Rules, 1979. However, the plot for providing Plug and Play facilities should be located on the road having ROW 18 mtr and above. The building regulations, other than building parameters, as specified above for the Plug and Play facilities shall be same as building regulations applicable to commercial buildings (as adopted by the Corporation).
- 3.11 Built up area upto 4% of the permitted FAR shall be allowed for commercial facilities and 2% of permitted FAR will be allowed for Recreational facilities subject to condition that no sub-leasing of built up space will be permitted and the allottee will either use the said space at their own or will provide on sub-letting basis.
- 3.12 In case "Plug and Play" facilities are to be provided in plots measuring 5 acres and above, 5% of the permitted FAR shall be allowed for residential facilities for the benefits of units and their employees. However, in any case, sub-leasing of the built up space shall not be permitted and the allottee shall provide the built up space on sub-letting basis.
- 3.13 The allottee shall be required to get the building plans for the Plug and Play facilities approved from RIICO before commencement of construction. A committee comprising of Unit head concerned, Sr.RM/RM/ARM and Sr. planning Assistant/Planning Assistant will approve the building plans.
- 3.14 The allottee of plot shall be allowed 3 years time period for utilization of plot as per rules. However, for allotment for Plug and Play facilities, utilization of land shall be deemed if the construction is completed. For adjudging completion of construction, minimum construction in atleast 20% of plot area on ground or permissible FAR shall be mandatory and shall be verified by the Unit Head concerned.
- 3.15 Land use change of the plot allotted for Plug and Play facilities purposes shall not be allowed. Also, transfer of plot/land allotted for Plug and Play facilities purposes shall not

be allowed for other purpose except for Plug and Play facilities.

- 3.16 Other provisions of the RIICO Disposal of Land Rules, 1979 as applicable on industrial plots will be applicable to the plots allotted for Plug and Play facilities.
- 3.17 The Plug and Play facilities shall be allowed to be rented out by the allottee to one or more parties for upto 19 years, at a time.
- 3.18 A suitable clause will be inserted by the allottee in the rent deed to the effect that in case allotment of plot is cancelled by the lessor than the rent agreement executed between allottee and tenant shall also stand cancelled. Without the above clause, the rent agreement will not be treated as valid.
- 3.19 Rights and liabilities between the lessee and tenant will be determined amongst themselves and these will not be binding on RIICO in any manner. However, such mutual rights and liabilities will have to conform to the rules and regulations of RIICO and terms and conditions of such allotment of land etc.
- 3.20 RIICO will not be answerable/responsible for any dispute arising between lessee and tenant.

Policy for existing plot allottee to provide 'Plug & Play' facility

(A) For existing plot allottees before utilization of plot:

1. In the situation when an existing plot allottee of industrial plot located on roads having ROW 18 mtr and above and wants to switch over to provide **'Plug and Play'** facility before utilization of the allotted land than such situation would be deemed as change in status of the land allottee i.e. from entrepreneur to facilitator/service provider. For permitting such change in status of an existing allottee, an additional charges equivalent to 0.25 times of the prevailing industrial rate will be levied. In these switch over cases, the land allottee will have to complete the **'Plug and Play'** arrangements within the scheduled time as was allowed for setting up industrial unit.

(B) For existing plot allottees who have already utilized the industrial plot:

In the cases where an existing allottee of industrial plot, which is located on roads having ROW 18 mtr and above, wants to switch over to provide **'Plug and Play'** facility after utilization of the allotted land than such cases would be deemed as change in status of the land allottee i.e. from entrepreneur to facilitator/ service provider. For permitting such change in status of an existing allottee, an additional charges equivalent to 0.25 times of the prevailing industrial rate will be levied. In these switch over cases, the land allottee will have to complete the **'Plug and Play'** arrangements within three years period from the date of granting such permission.

- (C)** Other provisions related to transfer of plot, retention charges for granting time extension, building parameters, built up area for supportive uses, etc. shall be same as per provisions of the policy for allotment of plot for **'Plug & Play' facility**. However, RIICO will not provide additional infrastructure facilities, such as, water and power.
- (D)** A committee headed by MD and comprising of Advisor (Infra), STP/DTP and unit head concerned as members will have powers to permit **'Plug & Play' facility** to existing industrial plot allottees.

REGIONAL OFFICES
(Units)

Sr. No.	Head Quarters	Industrial areas administered
1.	<p>ABU ROAD Unit Head, RIICO Ltd., 1 Ambaji Ind. Area Abu Road-307 026 Ph. (02974) 226647 (O) E-mail : aburoad@riico.co.in</p>	<p>Arbuda, Ambaji, Sheoganj, Sheoganj Ext. Sirohi Road, Sirohi, Sarneshwar, Swaroopganj, Mandar, Growth Centre.</p>
2.	<p>AJMER Unit Head, RIICO Ltd., Vaishali Nagar, Ajmer -305 006 Ph. (0145) 2641143 (O) E-mail : ajmer@riico.co.in</p>	<p>Makhupura Ext., Makhupura (T.A.), Gegal, Parbatpura, MTC, Kishangarh, Bijaynagar, Beawar, Kekri, Sarwar, Gegal , Sri Nagar Marble Mandi, Kishangarh, Woollen Complex, Gohna, Bewanja, Beawar (Rampur Mewatian), Silora, Saradhana, Ajay Meru (Palra), Roopangarh, Sawar</p>
3.	<p>ALWAR Unit Head, RIICO Ltd., DIC Moti Dungari Road, Alwar-302 001 Ph. (0144) 2700513 (O) E-mail : alwar@riico.co.in</p>	<p>Matsya, Kherli, Rajgarh, Alwar (TA), Khairthal, Thanagaji, Matsya Ext., Rajgarh Ext., Khairthal Ext. Agro Food Park MIA (South& East Zone)</p>
4.	<p>BALOTRA Unit Head, RIICO Ltd. RIICO Ind. Area, Balotra-344 022 Ph: (02988) 220576 (O) E-mail : balotra@riico.co.in</p>	<p>Barmer, Balotra, Balotra Ext., Samdari, Barmer (Automobiles), Mokalsar.</p>
5.	<p>BANSWARA Unit Head, RIICO Ltd.Ind. Area Pipalwa, Banswara-327 001 Ph: (02962) 247460 (O) E-mail : banswara@riico.co.in</p>	<p>Sagwara, Dungarpur, Bichhiwara, Thikaria, Pipalwa, Kushalgarh, Partapur, Ghatal, Thikria (T.A), Pratapgarh</p>

<p>6.</p>	<p>BHARATPUR Unit Head, RIICO Ltd. Brij Ind. Area Bharatpur-321 001 Ph: (05644) 222881 (O) E-mail : bharatpur@riico.co.in</p>	<p>Brij, Deeg, Bayana, Jurehra, Bari, Bharatpur, Dholpur,(Odela) Dholpur (T.A), G.C Dholpur Ext.Vishnoda (Dholpur).</p>
<p>7.</p>	<p>BHILWARA Unit Head, RIICO Ltd., Ind. Area Biliya Road No. 2 Bhilwara-311 001. Ph. (01482) 260083(O) 260579 (Fax) E-mail : bhilwara@riico.co.in</p>	<p>Bhilwara, Bigod, Jahajpur, Growth Centre Hamirgarh, Raila, Mandpiya, Kanya Kheri, Chittorgarh (Chandera), Nimbahera, Kapasan, Manpur, Ajolia Ka Khera, Chittorgarh (T.A.), Chittorgarh Ext.</p>
<p>8.</p>	<p>BHIWADI (Unit-I) Unit Head, RIICO Ltd. Udyog Bhawan, RIICO Chowk, Bhiwadi-301019 Ph: (01493) 220070 (O) 220169 (Fax) E-mail : bhiwadi1@riico.co.in</p>	<p>Bhiwadi Ph-I to Phase IV Samtel Zone, Ghatal, Rampur Mundana. Kahrani.</p>
<p>9.</p>	<p>BHIWADI (Unit-II) Unit Head, RIICO Ltd. RIICO Rest House Road, Bhiwadi - 301019 Ph: (01493) 220811 (O) 220728 (Fax) E-mail : bhiwadi2@riico.co.in</p>	<p>Chopanki, Khushkhera, Sarekhurd. Tapukara, Pathredi</p>
<p>10.</p>	<p>BIKANER Unit Head, RIICO Ltd., Ind. Area, Bichhwal, Bikaner-334002 Ph: (0151) 2250023 (O) E-mail : bikaner@riico.co.in</p>	<p>Bichwal, Loonkaransar, Karni, Napasar, Nokha, Rani Bazar, Khajuwala, Khara (Growth Cenntre), Sri Doongargarh.</p>

11.	<p>BORANADA Unit Head, RIICO Ltd., Indl. Area Boranada, Jodhpur-342 00. Ph: (0231) 281410 (O) E-mail : boranada@riico.co.in</p>	<p>EPIP Boranada, Boranada, Agro Food Park, Shilp Gram (Pal), Jaisalmer, Shilpgram (Jaisalmer), Kishangahat Pokran.</p>
12.	<p>GHILOTH Unit Head, RIICO Ltd., Shahjahanpur, Distt. Alwar-301706 Ph. (01494) 236011 (O) 236012(Fax) E-mail : ghiloth@riico.co.in</p>	<p>Shahjahanpur and Ghiloth</p>
13.	<p>JAIPUR (NORTH) Unit Head, RIICO Ltd. , Road No. 5 VKI Area, Jaipur-302 013 Ph: (0141) 2330540 (O) 2333863 (Fax) E-mail : jaipurnorth@riico.co.in</p>	<p>Vishwakarma, Vishwakarma Ext. Jhotwara (T.A.), Jetpura, Renwal, Kaladera, Akera Dungar, Sarnadungar Ph-I, II, Manda.</p>
14.	<p>JAIPUR (RURAL) Unit Head, RIICO Ltd., 22 Godam, Jaipur-302 005. Ph:(0141) 2212808 (O), E-mail : jaipurrural@riico.co.in</p>	<p>Bagru Old, Bagru Ext., Bagru Ext. Ph-II, Dudu, Shahpura, Kanakpura, Phulera, 22 Godown, Sudarshanpura, Bindayaka, Kartarpura, Kukas, Manpur Macheri, Sudarshanpura Ext., Kant Kalwar.</p>
15.	<p>JAIPUR (SOUTH) Unit Head, RIICO Ltd., Malviya Industrial Area, Jaipur-302 017 Ph:(0141) 4030870 (O), 2750870 (F) E-mail : jaipursouth@riico.co.in</p>	<p>Malviya, Bassi, Hirawala, Bandikui, Dausa, Bapi, Zerota, Lalsot, Mahuwa,</p>
16.	<p>JAIPUR (SITAPURA) Unit Head, RIICO Ltd., Ind. Area, Sitapura Jaipur-303 905 Ph:(0141)2770208 (O) Fax: 2770119. E-mail : sitapura@riico.co.in</p>	<p>Sitapura, EPIP, Ramchandrapura, Prahladpura.</p>

<p>17.</p>	<p>JODHPUR Unit Head, RIICO Ltd., Industrial Estate, New Power House Road, Jodhpur-342 001 Ph: (0291) 2430901 (O) 2742826 (R), Fax: 2647092. E-mail : jodhpur@riico.co.in</p>	<p>Mandore, Phalodi, Khichan, Marudhar, Light Ind. Area (TA), Mini Growth Centre Sangaria, BNPH Heavy (TA), Electronic Complex, New Jodhpur, BKK. Mathania, Sangaria, Stone Park Mandore.</p>
<p>18</p>	<p>JHUNJHUNU Unit Head, RIICO Ltd., Ind. Area, Jhunjhunu- 333001 Ph: (01592) 250002 (O) E-mail : jhunjhunu@riico.co.in</p>	<p>Chirawa, Pilani, Singhana, Jhunjhunu, Churu, Sardarshahar, Ratangarh, Taranagar, Sadulshahar, Sujangarh, Bidasar.</p>
<p>19</p>	<p>JHALAWAR Unit Head, RIICO Ltd. Indl. Area Mama Bhanja phase-III, Jhalawar-326001 Ph.(07432) 231358 (O) 231797 (Fax) E-mail : jhalawar@riico.co.in</p>	<p>Jhalra Patan, Jhalawar, Growth Centre Ind. Estate, Jhalawar, Aklera, Bhawani Mandi, Gindore, Devrighata, Dhanodi.</p>
<p>20</p>	<p>KOTA Unit Head, RIICO Ltd. Indraprastha Ind. Area Kota-324 003. Ph: (0744) 2422132 (O) 2427669 (Fax). E-mail : kota@riico.co.in</p>	<p>Indraprastha, Chambel, Rly. Crossing, Ramganjmandi, Suket, Electronic Complex (Kota, Ranpur, Agro Food Park, Hadoti Ind. Area, Large Scale, Nanta, Lakhava, Pariyavaran (Saketpura) Sumerganj Mandi, Hattipura, BNR, Govindpur Babri, BPR, BCR, Baran, Chhabra.</p>
<p>21</p>	<p>NAGAUR Unit Head, RIICO Ltd. DIC, 172, Sanjay Colony, Nagaur-341001 Ph (01582) 241094 (O) E-mail : nagaur@riico.co.in</p>	<p>Makrana (Bindyad), Merta City, Mini Growth Centre, Nagaur, Deedwana, Parbatsar, IID Center.</p>

22	<p>NEEMRANA Unit Head, RIICO Ltd. EPIP, Neemrana-301706 District, Alwar. Ph (01494) 246214 (O), E-mail : neemrana@riico.co.in</p>	<p>Behror, Shahjahanpur, Kotputli, Neemrana, Sotanala.NIC (M).</p>
23	<p>PALI Unit Head, RIICO Ltd., ITI Road, Pali, Marwar-306 401. Ph: (02932) 280630 (O) E-mail : pali@riico.co.in</p>	<p>Pali, Mandia Road, Sojat City, Sumerpur, Bar, Ind. Estate Pali, Marwar Jn. Falna Zadri, Pipaliyan Kalan, Jalore, Sanchore, Bishangarh, Bhinmal, Nayagaon</p>
24.	<p>SAWAIMADHOPUR. Unit Head, RIICO Ltd., Kherda Indl. Area Sawaimadhampur-322 001. Ph: (07462) 220581 (O) E-mail : sawaimadhampur@riico.co.in</p>	<p>Hindaun City, Karauli, Gangapur City, Kherda Road, Ranthambhor, Tonk, Malpura, Newai, Deoli, Newai IID Centre.</p>
25.	<p>SIKAR Unit Head, RIICO Ltd., Indl. Area, Sikar-332 001 Ph: (01572) 245657 (O) E-mail : sikar@riico.co.in</p>	<p>Sikar, Handicraft Ramgarh, Srimadhampur, Khandela, Neem Ka Thana, Fatehpur, Khatu Shyam Jee (Reengus), Ajitgarh, Palsana (IID & Growth Centre).</p>
26.	<p>SRIGANGANAGAR Unit Head, RIICO Ltd., Udyog Vihar, Sriganganagar-335 001. Ph: (0154)2494485 (O) 2494903 (Fax). E-mail : sriganganagar@riico.co.in</p>	<p>Suratgarh, Anoopgarh, Padampur, Rawla Mandi, Gharsanna, Udyog Vihar, 13 LNP Patikahia Sadulshahar, Ind Estate, Raisingh Nagar, Nohar, Hanumangarh Jn. Bhadra, Hanumangarh (T.A.), Sangaria-II Ph., Sangaria (T.A.), Rawatsar (T.A.), Pilibanga TA.</p>
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