

RIICO
DISPOSAL OF
LAND RULES
1979

(As amended up-to 04th April 2025)
Application form Attached

DISCLAIMER

The information and contents of this booklet about RIICO Disposal of Land Rules, 1979 (As amended upto **04.04.2025**) is published for general reference only. While every attempt has been made to publish the material faithfully and correctly, inadvertent errors and omissions may creep in. In case of any inconsistency / confusion, the user is advised to look the relevant office order's / Circular's / clarification's etc. issued by Rajasthan State Industrial Development & Investment Corporation Ltd. (RIICO). RIICO expressly disclaim any and all liability to any user whether a allottee or not, in respect of anything and the consequences of anything done or omitted to be done by any such user in reliance upon the information and contents of this booklet.

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 30th June, 2022)

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.
- (ii) **Note:** Son's wife & son's son's wife will be treated at par with blood relative for the purpose of these rules.
- (iii) "Board" means Board of Directors of the Corporation.
- (iv) "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.
- (v) "Buildings Regulations" means the regulations framed/adopted by the Corporation for purpose of regulating the construction of building on land allotted by the Corporation.
- (vi) "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.
- (vii) Regarding non-industrial plots the "Utilization of non-industrial plots" means the date when allottee constructs building with roof and having side walls as required for the nature of activity subject to verification as per norms prescribed in these rules by the Corporation from time to time. *(Inserted vide item (4) of IDC Meeting dt. 24.03.2022)*
- (viii) "Controlling Officer" means the controlling officer of the unit offices of the Corporation as designated by Managing Director of the Corporation.
- (ix) "Corporation" means Rajasthan State Industrial Development and Investment Corporation Ltd. (RIICO)

- (x) "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.
- (xi) "Economic Rent" means the economic rent fixed by the Corporation for various areas from time to time.
- (xii) 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.
- (xiii) Definition of 'vocational education or 'vocational education and training' (VET) for the above.
- (xiv) '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 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.
- (xv) "Executive Director" means the executive director of the Corporation as appointed by the State Government from time to time.
- (xvi) "Financial Institution" means Industrial Finance Corporation of India, Rajasthan Financial Corporation, IDBI, ICICI, L.I.C., RBI, HDFC, SIBDI,
- (xvii) NABARD, Exim. Bank, Corporate 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.
- (xviii) "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.
- (xix) "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.
- (xx) "Form" means form appended to these rules.
- (xxi) "Government" means the Government of Rajasthan.

- (xxii) "Group Housing" means construction of block of flats/group of houses on such residential plot/site which has an area 5000 sqm 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.
- (xxiii) "Head of Infra Division" means the head of Industrial Infrastructure division of Corporation as designated by the Management of the Corporation.
- (xxiv) "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.
- (xxv) "Infrastructure Development Committee (IDC)" means the Infrastructure Development Committee constituted by the Board of Directors for Infrastructure related matters.
- (xxvi) "IT Industry" shall mean and include:
- (xxvii) "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.
- (xxviii) "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.
- (xxix) "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.
- (xxx) 'Data Centre' is a sub sector of IT/ITeS sector and is a dedicated secure space within a building/centralized location where computing and networking equipment is concentrated for the purpose of collecting, storing, processing, distributing or allowing access to large amounts of Data.
- (xxxi) *(inserted vide item (15) of IDC meeting held on 21.09.2023)*
- (xxxii) Lease Rent: As defined at serial no (x) , above

- (xxxiii) "Managing Director" means Managing Director of the Corporation appointed by the Government.
- (xxxiv) "Micro, Small and Medium Enterprise" shall have the same meaning as defined in the Micro, Small and Medium Enterprise Development Act, 2006, as amended from time to time. *(Inserted vide item (4) of IDC Meeting dt. 24.03.2022)*
- (xxxv)(xxvi) "Modern Bio Technology/ Institute" shall include
- (xxxvi) Modern Bio Technology:
- (xxxvii) R&D and /or manufacturing activities involving recombinant DNA technology for bio pharmacy, agriculture, health and environment
- (xxxviii) Areas of genomics, proteomics, bio informatics, and gene cloning.
- (xxxix) Active ingredient identification and preparations of medicinal and aromatic plants and herb-bio processing.
- (xl) Quality assurance/ quality control labs for recombinant DNA products/ GM products.
- (xli) Production of industrial enzymes.
- (xlii) Advance BT Institute:
- (xliii) Advance BT institute mean institutes offering M-tech, M.Sc., B.Sc. or recognized equivalent courses in this field only.
- (xliv) "Overseas company" is a branch or subsidiary of a Company that is incorporated in a country outside the India.
- (xlv) "Person with benchmark disabilities" means a person determined as per Section 1(r) of "The Right of Person with Disability Act, 2016" or as per Certificate issued by Competent Authority under the Act of 1995 for more than 40% disability. *(Inserted vide item (4) of IDC Meeting dt. 24.03.2022)*
- (xlvi) "Plot" means a piece of land enclosed by demarcated boundaries.
- (xlvii) "Reconstitution of plot" means any change in the area or dimension of two or more plots.
- (xlviii) "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.
- (xlix) The premium of land means the cost of land being charged by the Corporation on account of land allotted on lease basis for agreed period. Prevailing allotment rate of industrial area concerned means the rate of allotment as may be fixed by the Corporation from time to time. *(Inserted vide item (4) of IDC Meeting dt. 24.03.2022)*
- (l) 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)

- (li) "Service Charges" means the charges to defray recurring cost incurred on industrial areas towards upkeep 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.
- (lii) "Settlement Committees" means the Committees Constituted by the Board of the Corporation for settlement of disputes arising out of allotment of land or other concerned matters.
- (liii)** "Special Category of Entrepreneur" means entrepreneur(s) belonging to Scheduled Castes, Scheduled Tribes, Women, Persons with benchmark disabilities, Ex- Serviceman and dependents of deceased armed forces service personnel/paramilitary personnel or such class of persons included by the Corporation from time to time. ***(Inserted vide item (4) of IDC Meeting dt. 24.03.2022)***
- (liv) "Strip of land" means
- (lv) 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.
- (lvi) 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.
- (lvii) "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 regulation time being in force for this purpose as per these rules.
- (lviii) "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,
- (lix) 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.
- (lx) (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.
- (lxi) (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.
- (lxii) De-merger of plot:** De-merger of plot(s) re-constituted by clubbing of adjacent plots at the time of allotment or by merging of allotted plots would mean separation of plot(s) in such shape and size as per the original planning of industrial area concerned". ***(Inserted vide item 5) of IDC meeting dated 27.09.2021)***

- (lxiii) (xlii) Sub-Letting: Subletting 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.
- (lxiv) (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.
- (lxv) Explanations:**
- (lxvi) 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. Where the lease purports to be for a term in excess of twenty years or inperpetuity 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.
- (lxvii) (xliv) Wherever the word CMD has been used in the RIICO Disposal of Land Rules 1979 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)*
- (lxviii) (xlv) **The effective date for a decision of IDC shall be the date of hosting of corresponding Order on the RIICO Website related to the said decision of the Committee.** *(General observations of the I.D.C. meeting dt. 29.5.2012. Further amended vide item (21) of IDC meeting dated 03.03.2025)*
- (lxix) 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.

3. PROCEDURE OF ALLOTMENT OF PLOT/LAND:

- (i) Allotment of planned industrial plots/land in the Industrial area, which is developed/semi-developed/undeveloped or proposed to be developed/semi-developed (except the allotment on preferential basis and/or otherwise specified in these rule) may be made through e-auction process on such reserve rate which shall be known as 'Bid Start Rate' as may be fixed by the 'Reserve Price Fixation Committee, from time to time, so constituted as under:
- (a) **For industrial plot** – The committee comprising of the concerned Unit Head, Sr. Most Technical Officer and Sr. Most Accounts Officer posted in concerned Unit Office.
- (b) **For non-industrial plot:**
- (i) The committee comprising of the Managing Director, Financial Advisor,

Advisor (Infra) and Advisor (A&M). Financial Advisor shall be convener of the said Committee.

- (ii) A committee headed by the Managing Director comprising with Advisor (Infra), Financial Advisor, Sr. Most Officer of Business Promotion Cell of the HO & Unit Head concerned as its members may decide which of the industrial area not to be developed/semi developed. Sr. Most Officer of Business Promotion Cell of the HO shall be convener of the said committee.
- (iii) (a) **Prevailing allotment rate of industrial area concerned means the rate of allotment as may be fixed by the Competent Authority from time to time.** This 'prevailing allotment rate' may be revised from time to time by the Management of the Corporation, as and when required.

The reserve rate also known as 'Bid Start Rate' as may be fixed by the 'Reserve Price Fixation Committee' in the industrial area, initially shall be decided plot-wise after taking into consideration the road width, category of plot, location, size & shape of the plot, availability of similar size of plot in the industrial area.

In subsequent e-Auction, the rate received in earlier e-Auction in the adjoining plots, if applicable, may also be kept in consideration while fixing the reserve rate of an industrial plot in the same category.

- (a) In case of direct allotment, whether industrial areas are opened for allotment or not, the reserved rate of allotment to be fixed by the Reserve Price Fixation Committee shall be decided plot-wise after taking into consideration the road width, category of plot, location, size & shape of the plot, availability of similar size of plot and last auction rate, if conducted adjoining to the said plot, in the industrial area;

Provided, the said provision does not apply on preferential allotment to be made under Rule 3(v)(a) & (b).

- (b) The upward revision in the prevailing 'allotment rate' of industrial area may be decided by a Committee headed by Managing Director comprising with Financial Advisor, Advisor (Infra), Advisor (A&M) and Senior most Officer of Business Promotion Cell of the HO as its members. Financial Advisor shall be convener of the said Committee.
- (c) The reserve rate of non-industrial plots also known as 'Bid Start Rate' as may be fixed by the 'Reserve Price Fixation Committee' in the industrial area, initially shall be decided plot-wise after taking into consideration the road width, category of plot, location, size & shape of the plot, availability of similar size of plot in the industrial area.

In subsequent e-Auction, the rate received in earlier e-Auction adjoining to the said plot, if applicable, may also be kept in consideration while fixing the reserved rate of a non-industrial plot in the same category.

The Committee constituted under Rule 3(i) (b) for fixing of reserve rate for non-industrial plot, shall have power to reduce the reserve rate of any plot/land of an industrial area to be put up in e-auction to such extent as it may deem it proper subject to condition that e-auction of such plot/land could not be materialized due to not receiving any bid in e-auction process

of said plot/land in consecutive last three auctions. Provided further that such reduction shall not be more than 10% of the prevailing reserve rate in one go.

(Inserted vide item (13) of BoD Meeting dated 24.02.2025)

- (iv) Entrepreneurs who is desirous of getting allotment of land/plot(s) may participate in e-Auction process as per the terms & condition and procedure prescribed in the Auction rules of the Corporation as mentioned in Form-P.
- (v) Notwithstanding anything contained as above, the Board/IDC or its Sub constituted for this purpose or any other officer authorized in this behalf, shall have power for allotment of land on preferential basis without following the procedure of e-Auction on such terms and condition and on such rate(s), as it may be deemed fit in following cases:
 - (a) Directions received from the State Government/Board of Investment/ Rajasthan Special Investment Region Board in this regard.
 - (b) In any country specific industrial area. **The IDC has authorized Unit Head concerned for allotment of industrial plots on prevailing rate of allotment in all Country Specific Industrial Area in the State. (Power delegated vide agenda (2) of IDC meeting held on 15.04.2024)**
 - (c) Allotment of land to departments/ undertakings/ organizations of the State/Central Government.

Explanation-1: In case of directions given by the State Govt./Board of Investment/ Rajasthan Special Investment Region Board for allotment of land/plot(s) on certain rate/cost, then Board/IDC or its Sub-Committee/authorized officers shall comply with.

Explanation-2:(i) Board of Investment means Board of Investment constituted under the Rajasthan Enterprises Single Window Enabling & Clearance Act, 2011.

- (ii) Rajasthan Special Investment Region Board means Board constituted under section-7 of the Rajasthan Special Investment Region Act 2016. Provided, the Corporation reserves the right to allot developed land of any uses in lieu of cash compensation at the option of the khatedars/ interested persons against their respective acquired land as per policy /guidelines decided by the State Govt./ Corporation, from time to time.
- (vi) An industrial area will be declared as saturated after allotment of 70% saleable industrial land of the industrial area concerned.
- (vii) (a) The bidder after declaration as successful, shall be required to make payment of 25% of premium amount and other payable amount as provided in e-Auction rules. For balance 75% amount towards premium, such bidder shall be required to make payment to the Corporation as prescribed in Rule 12 read with e-Auction Rules.
(b) In case of direct /preferential allotment, the allottee shall be required to make payment towards premium and other payable amount as per provisions of rule 12 and/or on such terms and conditions as decided by the

Corporation in this regard.

- (viii) Land area so demanded by the applicant under category of direct/preferential allotment as provided under rule 3(v), may be assessed, if required, as per guidelines prescribed in the Form-A-4 appended to these rules.
- (ix) The Managing Director is authorized to make amendments in e-Auction Rules and Modalities thereof, as he/she may be deemed fit or the circumstances warranted due to technology up-gradation in future.

(Substituted as per IDC decision vide item (9) of its meeting dt. 21.01.2021)

3 (A) Concession to various Categories of Entrepreneurs

- (i) Reservation of industrial plots within the total number of saleable industrial plots up to ceiling of area shall be made in every new industrial areas to be opened for allotment to the following categories of entrepreneurs and allotted to such category of entrepreneurs in accordance with reservation, so made, as under;

SN	Category of entrepreneurs	Percentage of totalplots	Ceiling of area(In sqm)
1.	SC/ST	6%	4,000
2.	Women	5%	2,000
3.	Persons with BenchmarkDisabilities	3%	2,000
4.	Ex-Serviceman	2%	2,000
5.	Dependents of deceased armed forces service personnel/Paramilitary personnel	1%	2,000

Provided that in those industrial areas, where reservation has already beenmade in accordance with the then prevalent policy and allotments processhas been started, allotment of such reserve plots shall continue to be made to the respective category of entrepreneur(s) in accordance with reservations, so made. (Amended vide item (12) of IDC meeting dt. 24.03.2022)

- (ii) Earmarking of reserved plots having specific plot number as per the approved lay-out plan of the area, shall be made by draw of lots for the respective categories by the Committee comprising of concerned Sub Divisional Officer (SDO), General Manager (DIC), and concerned Unit Head of the Corporation prior to put for e-Auction.
- (iii) For Allotment of plots so reserved as per sub-rule 3 (A) (i), limited e auction shall be held among the respective category of entrepreneurs keeping reserve rate at par with the prevailing rate of allotment of the industrial area concerned.
- (iv) Upfront concession on the rate quoted by the successful bidder in e-Auction process of reserved industrial plots shall be allowed as mentioned in the table below against their category, after furnishing requisite certificate by the successful bidder at the time of submitting bid, as under:

SN	Category	Concession	Copy of required certificate in support of concession being sought
1.	Member of SC/ST	50%	Caste Certificate issued by Competent Revenue Authority of the State of Rajasthan only. <i>(Amended vide item (14) of IDC meeting dt. 25.08.2021)</i>
2	Ex-Serviceman	25%	Certificate of the Sainik Kalyan Board
3.	Dependents of diseased armed forces service personnel/paramilitary personnel	50%	Certificate of the competent authority
4.	Person with Benchmark Disabilities	50%	Certificate issued by the Certifying Authority as per Section 1(r) of "The Rights of Person with Disability Act, 2016" or Certificate issued by Authority under the Act of 1995 for more than 40% disability.
5.	Women Entrepreneur	25%	Photo, ID Proof with address

- (v) The transfer of leasehold rights of plot allotted under concessional category may be permitted after five years from the date of commencement of production. In case of transfer of plot from concessional category to general or other category prior to said period, concession shall be recovered with interest as decided from time to time along with transfer premium payable as per rules.
- (vi) The successful bidder will be entitled for concession as provided in these rules, under any one category only and after availing concession, he/she shall not be permitted to change from one category to another category.
- (vii) The successful bidder shall be entitled for the concession up to plot size of industrial plots reserved for respective category under rule 3(A) (i).

(Partially amended vide item (12) of IDC meeting dt. 24.03.2022)

Explanation:

This concession will be allowed in case of partnership firms/LLP/Private Limited Companies/OPC where the category of partners/promoters/Directors, as the case may be, are the same and entire share/shareholding remains with such original partners/promoters/directors up-to a continuous period of 5 years after the commencement of production in such allotted plot, failing which provision of rule (v) above, shall be applicable.

(viii) In new industrial areas which are to be developed, 30% of the total saleable industrial land will preferably be planned for Micro, Small & Medium Enterprises having plot size upto 5000 sqm.

(Substituted as per IDC decision vide item (9) of its meeting dt. 21.01.2021. Further amended vide item (6) of IDC meeting dated 27.09.2021)

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 in unsaturated industrial area and prevailing rate of allotment or highest auction rate of allotment of industrial plot, whichever is higher in saturated industrial area. No rebate in rate of allotment shall be admissible to the allottee. (Amended vide item (3) of its meeting held on 17.06.2014 & further amended vide item (3) of its meeting dt. 12.12.2018)

Rebate @ 2% in allotment rate shall also be allowed if 100% amount of premium is paid along with 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 7.10.2014)

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

- (i) Allotment of planned plot shall be made through e-Auction process.
- (ii) Reserve rate for e-Auction shall be fixed by the Reserve Price Fixation Committee subject to condition that the reserve rate so fixed shall not be less than 1.5 times of the prevailing rate of allotment of the concerned industrial area.
- (iii) The successful bidder shall be required to make payment of 25% of premium amount and other payable amount as provided in e-Auction rules of the Corporation. For balance 75% premium amount, such bidder shall be required to make payment to the Corporation as prescribed in Rule 12 read with e- Auction Rules.
- (iv) No concession on the rate quoted by successful bidder in e-Auction shall be allowed.
- (v) **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.
- (vi) **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. Further amended vide item (4) of IDC meeting dt. 25.08.2021).

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

- (i) Allotment of land for setting up of educational institute shall be made by way of e-Auction as defined in e-Auction rules of the Corporation.
- (ii) Reserve rate of auction shall be fixed by the competent Reserve Price Fixation Committee.
- (iii) The institute to be set up by the allottee should be got affiliated from the concerned Statutory body governing the courses to be run by such institute.
- (iv) A Committee headed by Managing Director comprising of Financial

Advisor, Advisor (Infra), STP and concerned Unit Head as member will accord permission to change of educational activity, for which entire land/plot is allotted to another educational activity and/or addition of other educational activity along with existing/permitted educational activity by the Lessee, subject to payment of the following charges;

- (a) At 10% of the prevailing rate of allotment of the industrial area concerned, if plot is vacant at the time of applying for above.
- (b) At 5% of the prevailing rate of allotment of the industrial area concerned, if plot has already been utilized for the educational activity for which it was allotted.

Provided that if the area proposed to be used for other educational activity maximum up-to 50% of the allotted land/plot for the following purposes:

- 1. For letting out and/or self-use by the lessee, then no process of sub-division shall be followed and charges would be levied as per above for the area being demarcated for such purposes.
- 2. For transferring the leasehold rights of part area to other entity for other educational activity, then process of sub-division shall be followed and applicable charges shall be levied accordingly along with charges as per (b) above.

Explanation:

Such permissions will also be admissible to the allottees of educational institutional plots in product specific zones/ parks, EPIPs, IID Centers/ Growth Centers.

- (v) Permission for change of non-IT educational activity in place of IT institute and/or addition of non-IT educational activity such as school, academic & professional degree college etc. along with existing IT Institute on the land allotted for IT/advance IT institute in designated IT Park/IT Zones, will be granted on recovery of special rebate allowed by the Corporation in the rate of allotment along with interest @ 10% p.a., for the land area proposed for non-IT educational activity, in addition to levy of charges as per rule 3(E)-(iv) above.

(Substituted as per IDC decision vide item (9) of its meeting dt. 21.01.2021, Further amended and new rule inserted vide item (14) of IDC meeting dt. 14.06.2022)

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 rate of allotment of the industrial area concerned in **Unsaturated Industrial Area** and 1.5 times of highest auction rate of allotment of similar size of industrial plots in last 2 years or rate fixed by Reserve Price Fixation Committee (RPFC), if auction rate is not available in **Saturated Industrial Area**. (Inserted vide item (3) of IDC meeting dt. 12.12.2018)
- 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	Unsaturated Industrial Area: Prevailing rate of allotment of the industrial area concerned. Saturated Industrial Area: Prevailing rate of allotment or highest auction rate of allotment of industrial plot, whichever is higher. <i>(Inserted vide item (3) of IDC meeting dt. 12.12.2018)</i>
2.	Central Government Departments & State/Central Govt. Corporations/Undertakings	Unsaturated Industrial Area: Prevailing rate of allotment of the industrial area concerned. Saturated Industrial Area: Reserve rate of allotment to be fixed by the Reserve Price Fixation Committee subject to minimum of 1.5 times of prevailing rate of allotment of industrial area. <i>(Inserted vide item (3) of IDC meeting dt. 12.12.2018)</i>

S.No	Supportive activities / Area of land	Allotment rate
3.	Individual Housing Plots	This rule is deleted (Inserted vide item (3) of IDC meeting dt. 12.12.2018)
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 reserve rate as fixed by the Reserve Price Fixation Committee in both the Unsaturated and Saturated Industrial areas. Detailed policy for allotment of land for the Group Housing is appended to the rules as Form-'H' (Substituted as per approval of IDC - item 12 of the meeting dated 9.6.2011 & further amended vide item (3) of IDC meeting dt. 12.12.2018))
5.	Power Distribution/ Transmission Companies (For GSS): (a) 220 kV - 60,000 sqm (max.): (b) 132 kV – 35,000 sqm. (max.): (c) 33 kV - 3,000 sqm. (max.): Note: Extra land than the above size would be allotted on the prevailing rate of development charges of the industrial area concerned.	At a token price of ₹ 1/- At a token price of ₹ 1/- At a token rate of ₹ 1/- per sqm.
6.	Police Outpost upto 1 acre land (with or without building)	At a token amount of ₹ 1/-
7.	Industrial Training Institutes (upto 5 acres land along with small building shed) (details of schemes to be worked out initially at Sitapura, Neemrana, Bagru, Jodhpur, Udaipur etc.)	On 30 years lease basis (The lease rent and terms and conditions will be decided by IDC) This Rule is deleted (Inserted vide item (3) of IDC 12.12.2018)
8.	Other supportive and promotional activities like, Telephone Exchange, Inland Container Depots (ICDs), Gem Bourse etc.	Unsaturated Industrial Area: Prevailing rate of allotment of the industrial area concerned. Saturated Industrial Area: Prevailing rate of allotment or Highest Auction Rate of Allotment of industrial plot, whichever is higher. (Inserted vide item (3) of IDC 12.12.2018)
9.	Building Complexes	This rule is deleted subject to replace with policy for allotment of land for flatted factory complex as and when decided by

S.No	Supportive activities / Area of land	Allotment rate
		the IDC. (Amended vide item (3) of IDC meeting dtd 12.12.2018)
10.	Allotment of earmarked land to PHED	At a token rate of Rs. 1/- per sqm. for erection of water-supply scheme for the industrial area itself. AND/ OR Earmarked land to PHED will be handed over in an industrial area for erection of water-supply scheme for the industrial area itself as well as for supply of water to the outside industrial area, free of cost on the following broadterms and conditions: (a) Title of land shall vest with RIICO (b) The land shall not be used for anyother purpose except for the purpose it is handed over. (c) The Capital Expenditure as well as O&M of the water-supply system will be the sole responsibility of PHED. NOTE: The minimum area required will be worked out as per the lay outplan submitted by PHED while considering the case of allotment to PHED. (Amended as per decision taken by the IDC vide item (4) of meeting dt. 29.08.17)
11.	Allotment of 250 sqm or more land area for Creche in Service Area: i) To the Women & Child Development Department, GoR. ii) To Special Purpose Vehicle (SPV) having members from local allottees who desired Creche facility.	i) At a token lease rent of Rs. 1/- plus applicable GST on market value of the plot concerned. At present, services to State Govt/ Authority for Women & Child Development is exempted from GST and rate of GST is nil. Explanation: The department will be exempted from payment of Service Charges. ii) At prevailing rate of allotment of the industrial area concerned + applicable GST on total premium amount. Service Charges will be levied at the rate fixed for industrial plot. iii) The Managing Director is authorized to approve the allotment of land. (Inserted vide item (6) of IDC meeting dt. 24.06.2020)
12.	Basic Telecom / Cellular Phone Operators	Unsaturated Industrial Area: Prevailing rate of allotment of the industrial area

S.No	Supportive activities / Area of land	Allotment rate
	(i) For erection of Tower/Mast up-to 150 sqm. (ii) For switching / service center up-to 1000 sqm	concerned. Saturated Industrial Area : Prevailing rate of allotment or Highest Auction Rate of Allotment of industrial plot, whichever is higher. <i>(Inserted vide item (3) of IDC meeting dtd. 12.12.2018)</i>
13.	Power plants in private sector	Unsaturated Industrial Area: Prevailing rate of allotment of the industrial area concerned. Saturated Industrial Area: Prevailing rate of allotment or Highest Auction Rate of Allotment of industrial plot, whichever is higher. <i>(Inserted vide item (3) of IDC meeting dtd. 12.12.2018)</i>
14.	Business Centers	Unsaturated Industrial Area: Through auction at reserve rate of allotment to be fixed by the Reserve Price Fixation Committee. Saturated Industrial Area: Through auction, at reserve rate of allotment to be fixed by the Reserve Price Fixation Committee keeping in view the last auction rate of commercial plot of similar size in that industrial area. <i>(Inserted vide item (3) of IDC meeting dtd. 12.12.2018)</i>
15.	Kerosene Depot on recommendations of Food and Civil Supplies Department, up -to 2000 sqm. area.	This rule is deleted. <i>(Inserted vide item (3) of IDC meeting dtd. 12.12.2018)</i>
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)	(a) In Unsaturated industrial area: At four times of prevailing rate of allotment of the industrial area concerned. In Saturated Industrial Area: At four times of the prevailing rate of allotment of the industrial area concerned or highest auction rate of allotment of industrial plot of that industrial area plus conversion charges applicable as per rules for change in land use from industrial to commercial use,

S.No	Supportive activities / Area of land	Allotment rate
	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. (Inserted as per item 32 of the meeting 9.3.2012)	whichever is higher. 10% corner charges, if applicable, shall be charged extra. (Amended vide item (3) of IDC meeting dt. 12.12.2018) Note: If request is made by the Oil Companies or Licensees of these companies to allot planned commercial/residential/institutional plot for Petrol Pump (Retail Outlet) then allotment of such planned plot for Petrol Pump (Retail Outlet) use will be considered by the Management at the reserve rate decided by the Reserve Price Fixation Committee headed by the Managing Director. (Inserted vide item (3) of IDC meeting dt. 12.12.2018) (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	Unsaturated Industrial Area: Prevailing rate of allotment of the industrial area concerned. Saturated Industrial Area: Prevailing rate of allotment or Highest Auction Rate of Allotment of industrial plot, whichever is higher. (Inserted vide item (3) of IDC meeting dtd. 12.12.2018)
18.	SPV under SITP in industrial area	With the approval of IDC. (Decided vide item 7 on 21.10.2005)
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. (Decided by IDC by circulation on 16.1.2006)
20.	(a) Allotment of land on lease/sub-lease basis to Trusts/SPVs for setting up of CETP/ZLD based CETPs (b) Land earmarked/ planned	Detailed policy for allotment of land for CETPs/ZLD based CETPs is appended to the Rules as Form-O (Inserted as per IDC decision vide item (4) of its meeting dt. 28.04.2017) Land earmarked/ planned for dumping yard

S.No	Supportive activities / Area of land	Allotment rate
	for Dumping yard (Non-hazardous Solid Waste Disposal Site)	for non-hazardous solid waste disposal site will be given on license basis to SPV (created by beneficiary industries) for scientific development of the land as landfill/ disposal site. The SPV shall also be responsible for its regular O&M. (Inserted as Per IDC decision vide item (5) of its meeting dt. 30.12.2019).
	(c) Handing over land on License basis to local Municipal body for setting up of Faecal Sludge Treatment Plant (FSTP) of required capacity for treatment and disposal of sewerage generated from concerned industrial area. The land requirement shall be assessed by the EM Cell of the Corporation.	Land earmarked/planned for FSTP will be handed over on 30 years license basis to local Municipal body at a token amount of Rs. 1/- only. The Municipal body shall be responsible for design, supply, construction, installation of Plant & Machinery, operation & maintenance of FSTP including supply and operation of vehicle mounted suction machine for transportation of faecal sludge. This license would be approved by MD. (Inserted as per IDC decision vide item (6) of its meeting dated 03.03.2025.)
21.	Allotment of land to Consumer Affairs Department for setting up of Weights & Measurement Laboratories: (a) Working Standards Laboratory (WSL) – upto 350 sqm. (b) Secondary Standards Laboratory (SSL) – upto 660 sqm.	At a token amount of Rs. 1/- The Department will be exempt from payment of service charges; however, it will pay economic rent (lease rent) as per rules. Note: (i) Additional land required for Secondary Standards Laboratory, above the limit stated, would be allotted at the prevailing rate of the allotment of the industrial area concerned. (ii) The land will be allotted out of Service Area. (amended as per item (4) of IDC meeting dt. 08.10.2018)
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 (planned plot or plot planned by re-planning of industrial/service area land)

S.No	Supportive activities / Area of land	Allotment rate
		to Public Undertaking/Private Companies will be made at four times of the prevailing rate of allotment of the industrial area concerned or highest auction rate of allotment of industrial plot of that industrial area plus conversion charges applicable as per rules for change in land use from industrial to commercial use, whichever is higher. 10% corner charges, if applicable, shall be charged extra. Provided that the applicant company should have grant of authorization by State Government/ Petroleum & Natural Gas Regulatory Board for undertaking city gas distribution network in the concerned region. The Managing Director is authorized for approving allotment of land for this purpose on preferential basis. Note: If request is made by the Applicant Company to allot planned commercial/residential / institutional plot for CNG Station then allotment of such planned plot for CNG Station will be considered at the reserve rate decided by the Reserve Price Fixation Committee headed by the Managing Director. <i>(Amended vide item (3) of its meeting held on 24.08.2018. Further amended vide item (3) of IDC meeting dt. 30.12.2019)</i>
24.	Allotment of land (plots planned by re-planning of industrial/ service area land) to Public Undertaking/Private Company (CGD entity) for setting up of Gas Receiving Terminal Station (RT)/City Gate Station (CGS)	On prevailing rate of allotment of the industrial area concerned in unsaturated industrial areas and on highest auction rate of allotment of industrial plot in saturated industrial area concerned and if highest auction rate of allotment of industrial plot in the industrial area is not available than on highest auction rate of allotment of industrial plot of adjacent industrial area (10% corner charges, if applicable, shall be charged extra) subject to condition that the CGD entity should have Grant of Authorization by State Govt. / Petroleum & Natural Gas Regulatory Board (PNGRB) for undertaking city gas distribution network and shall evacuate Gas from this RT/CGS and carry the same to their allocated GA (Geographical Area) in Rajasthan or adjoining states by means of an underground

S.No	Supportive activities / Area of land	Allotment rate
		gas pipeline. However, the land requirement shall be assessed by the Corporation and allotment would be approved by MD on preferential basis. Explanation: 1. If plot is planned in commercial / residential / institutional land then allotment of such planned plot will be considered at the reserve rate decided by the Reserve Price Fixation Committee headed by the Managing Director. 2. Adjacent industrial area would mean an industrial area which is either contiguous or in close proximity to the industrial area concerned having same level of development. (Amended vide item (3) of IDC meeting dt. 26.09.2018 and further amended vide item (6) of IDC meeting dt. 22.10.2020)
25.	Allotment of land upto 60 sqm to DoIT&C, GoR for erection of RF Tower.	Free of cost DoIT&C will pay one-time Economic Rent for 10 years i.e. Rs. 1000/- and no Service Charges shall be leviable. (Inserted as per IDC decision vide item (3) of its meeting dt. 09.07.2018)
26.	Allotment of land for establishment of Common Facility Center (CFC) to the SPV of Cluster of Micro & Small Enterprises	At 25% of the prevailing industrial rate of allotment of the industrial area concerned. The other modalities of land allotment will be as under; (i) The land for establishment of Common Facility Center (CFC) to the SPV of cluster of SME shall be planned in the service area land of RIICO industrial areas. (ii) The size of plot to be considered for allotment will be in the range of 2,000 - 5,000 sqm depending upon the requirement and the justification for the same. (iii) The permissible time limit for establishment of CFC shall be as per the time allowed to the SPV under MSME CDP Scheme. (iv) The land will be allotted on lease basis for an initial period of 31 years which may be considered for renewal for further period(s) of 10 years at a time and also thereafter, depending on the progress/

S.No	Supportive activities / Area of land	Allotment rate
		performance of SPV. (v) No service charges shall be leviable on the lessee. (vi) Allotment would be made on non transferable basis. (vii) The Managing Director shall be the competent authority to consider the proposal and approve the allotment of land for this purpose. (Inserted as per IDC decision vide item (8) of its meeting dt. 24.06.2020)
27.	Allotment of land (plot planned by re- planning of service area land) for Electric Vehicle (EV) Charging Station.	At 50% of the prevailing rate of allotment of the industrial area concerned to Public Sector Undertaking /Private Agencies provided that the applicant should have grant of authorization from concerned State Government Department/ Agencies authorized by the State Government. Wherever required, RIICO may also put up its own EV Charging Stations to provide electric vehicle mobility. The Managing Director is authorized for approving allotment of land for this purpose on preferential basis. (Inserted as per IDC decision vide item (31) of its meeting dt. 24.06.2020-)

(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:

- For residential use:

Unsaturated industrial area: Reserve rate of allotment to be fixed by the Reserve Price Fixation Committee.

Saturated Industrial area: No allotment for residential purpose.
- For commercial use:** Last auction rate of allotment of commercial plot of similar size subject to not less than 4 times of prevailing rate of allotment.
- The Managing Director shall decide the nature of activity. (Inserted as per IDC decision taken vide item 8 on 28.6.1997. Further amended vide item

(3)of IDC meeting dtd. 12.12.2018.)

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

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

- (a) At Prevailing rate of allotment of concerned industrial area in unsaturated industrial areas
- (b) On highest auction rate of allotment of industrial plot or prevailing rate of allotment of the concerned industrial area, whichever is higher, in saturated industrial areas.
- (c) The Managing Director is authorized for approving the above land ` allotments. *(Inserted as per decision taken by the IDC vide item (15) of its meeting held on 13.5.2014. Further amended vide item (16) of its meeting dt. 30.12.2019))*.

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

1. Land measuring upto 500 sqm to one Industries Association in the industrial area, depending upon their representative nature and involvement in industrial development etc., may be allotted for construction of the Association building at Rs. 1/- per sqm, dispensing with the process of e-Auction. Land over and above 500 sqm shall be allotted at prevailing rate of allotment of the industrial area concerned.
2. Land to other Industrial Associations in the same industrial area may be allotted on the prevailing rate of allotment of the industrial area concerned, dispensing with the process of e-Auction.
3. Managing Director is authorized to approve allotment of land on preferential basis for the purpose mentioned herein above.

(Amended vide item (7) of IDC meeting dated 25.08.2021)

3(I-b) Allotment of land at any single location in the State with in RIICO industrial area to PHDCCI, FICCI, CII and ASSOCHEM 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 ASSOCHEM (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:** Allotment to Nationalized Banks/Regional Rural Banks for construction of Bank buildings on 'preferential basis' may be allowed by Managing Director in specifically planned plots for Banks/service area at a price decided by Head Office Level Reserve Price Fixation Committee (RPFC).

(Partially amended vide item (19) of IDC meeting held on 21.09.2023)

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 State Govt./Corporation from time to time and as prevalent at the time of declaration of the award by the Land Acquisition Officer (LAO) concerned.

3 (K-1) Allotment of Developed Land to Khatedars who deprived from just and proper compensation of their land:

- 1. Applicability:** This policy shall be applicable on all industrial areas of RIICO.
- 2. Pre-Condition for Land Allotment:** In those industrial areas, in which private land has been taken in possession by RIICO bonafidely without allotment/acquisition thereof and plots were planned and further plotted and the Lessee has utilized the plot or RIICO used such land parcel for construction of road or other infrastructure in the industrial area concerned. But no compensation was/is paid to those persons in any manner i.e. neither cash compensation nor in form of developed land as the then prevailing norms.
- 3. Who Can Apply:** The original Khatedar/Interested Person who holds the rights in the concerned revenue record at the time of possession taken by RIICO of their land without following due procedure of law and/or their legal representatives, in case the original khatedars/interested persons are not alive.
- 4. Entitlement of land:** Either 20% developed Industrial land or 20% developed Residential land + 5% developed Commercial land of the total land which was taken in possession by RIICO subject to availability of land of same category in same industrial area, irrespective of the time when land came into possession of RIICO.

5. **Allotting Authority:** The concerned Unit Head after examining their case will forward to the Head Office with their clear recommendations. The final decision for making allotment of developed land shall be taken at the level of the Managing Director, RIICO.
6. **Terms and conditions of Allotment:** Such allotment shall be made under the provisions of RIICO Disposal of Land Rules, 1979 (As amended from time to time). All terms and conditions which are applicable on an allottee (being a Khatedar) who gets allotment in lieu of cash compensation of acquired land, shall mutatis-mutandis apply on such allottees.
7. **Period:** Only such cases which have come into notice of the Corporation or reported to the Corporation by 24.03.2022 shall be covered under the above policy.
(inserted vide item (5) of IDC meeting held on 24.03.2022)

3 (L). Deleted. (As per IDC decision vide item (4) of its meeting dt. 09.07.2018)

3 (M). Deleted. (As per IDC decision vide item (4) of its meeting dt. 09.07.2018)

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 at prevailing rate of allotment of the industrial area concerned in **Unsaturated Industrial Area** and at prevailing rate of allotment or highest auction rate of allotment of industrial plot, whichever is higher, in **Saturated Industrial Area**.

(Inserted as per IDC decision taken vide item 5 on 27.12.2002, amended vide item (3) of IDC meeting dt. 12.12.2018)

Further, **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). This rule is deleted.

(Inserted as per decision taken by IDC vide item (3) of meeting dtd. 12.12.2018.

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. Reserve rate of allotment for e-Auction:

Warehousing and Logistics is classified as service enterprises. Allotment of planned plots for all type of warehousing, e-warehousing, fulfillment centers and modern warehousing will be made through e-Auction in all category of industrial areas (unsaturated/saturated) at the reserve rate fixed by the Reserve Price Fixation Committee headed by Managing Director, subject to the condition that the reserve rate so fixed shall be at par with the reserve rate of allotment/auction of industrial plot of the concerned industrial area. *(Amended vide item (17) of IDC meeting dt. 30.12.2019. Further amended vide item (12) of IDC meeting dt. 24.03.2022)*

3. Procedure for land allotment:

(a) Deleted

(b) Deleted

(c) **Allotment of land to Central/State Warehousing Corporation / Rajasthan State Beverages Corporation Ltd. (RSBCL) & Rajasthan State Ganganagar Sugar Mills Ltd. (RSGSML):** Allotment of plot to Central/State Warehousing Corporations /RSBCL and RSGSML will be made on preferential basis at the following rates:

(i) **In Unsaturated industrial area:** 1.5 times of the prevailing rate of allotment of the industrial area concerned.

(ii) **In Saturated industrial area:** 1.5 times of the prevailing rate of allotment or highest auction rate of allotment of industrial plot of that industrial area plus conversion charges applicable as per rules for change in land use from industrial to warehousing & logistics/Commercial warehousing, whichever is higher.

(iii) Managing Director is authorized to approve allotment.

(Amended as per IDC decision vide item (2) of meeting dt. 12.12.2018) (Partial amended as per IDC decision vide item (6) of meeting dt. 06.08.2019. Further amended vide item (17) of its meeting dt. 30.12.2019)

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 constructions 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/BAR 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 relevant rules as applicable for transfer of industrial plots shall be applicable for such plots.

9. Parking of vehicles /trucks: The allottees shall be 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 plots 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) Allotment of residential plots for construction of individual house in industrial areas.

- (i) While planning of an industrial area, the Corporation may plan residential plots for construction of individual houses, if required either for allotment of developed residential land in lieu of cash compensation to the khatedars/interested persons or to adhere any housing policy applicable on industrial areas introduced by the State Govt.
- (ii) The reservation of residential plots planned by the Corporation (other than allotted/reserved to the khatedars / interested persons in lieu of cash compensation of their acquired land) and mode of their allotment :
 - (a) 25% of the vacant plots in residential colonies will be reserved for allotment

to the allottee of the industrial plot of the industrial area including its phases/extension. Allotment of these plots shall be made through limited e-Auction among such category of applicants. .

Provided in case such plot(s) could not be disposed of despite putting in consecutive three e-auction, then the Managing Director shall have power to de-reserve such plot(s) for allotment to general public by way of e-Auction.

- (b) Remaining 75% of the vacant plots shall be allotted to the general public by way of e-Auction .
- (c) Reserve rate of plot for e-Auction shall be fixed by the Competent Reserve Price Fixation Committee of the Corporation
- (iii) (a) Transfer of leasehold rights of residential plots allotted to the allottees of industrial plot in industrial area will be permitted in favour of any other allottee of industrial/institutional/commercial plot(s) in the same industrial area, even without sale/transfer of respective industrial plot.
- (b) Transfer of leasehold rights of residential plots allotted to general public may be permitted in favour of any other prospective buyer.
- (c) The allottee or purchaser shall not be allowed to use the plot for any other purpose except residential use.
- (iv) Clubbing/merging of residential plots allotted through e-auction shall not be permitted under these rules.

(Substituted as per IDC decision vide item (9) of its meeting dt. 21.01.2021)

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 direct proposed/employed workers are 200 or more provided, planned land is available in the concerned industrial area.
(Amended vide item 11 of IDC meeting dt. 24.06.2020)
- 1.3 The rate of allotment of the land will be the prevailing rate of allotment of industrial area concerned in unsaturated industrial area and prevailing rate of allotment of industrial area concerned or highest auction rate of allotment of industrial plot, whichever is higher, in saturated industrial area.
(Amended as per IDC decision vide item (3) of meeting dt. 12.12.2018)
- 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-1' of these rules.

(Item (5) of the IDC of its meeting held on 13.05.2014 and item 34 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 buildings 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 permitted, no similar activity/identical activity shall be permissible without prior written consent of the Corporation. **(Amended vide item (4) of IDC Meeting dt. 24.03.2022)**
- 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 permission and also liable for all type of payments towards operational and maintenance activities of such building/ park etc. **(Amended vide item (4) of IDC Meeting dt. 24.03.2022)**
- 12) In case of any dispute between RIICO and allottee/ user/ licensee Association/ Society/ Agency, decision of RIICO shall be binding on such Association/ Society/ Agency and said decision cannot be challenged in the Civil Court. **(Amended vide item (4) of IDC meeting dt. 24.03.2022)**
- 13) Before permission for use of land/building/park for the purposes defined above, following amount of keenness money be deposited by the applicant Association/Society/Agency.
 - (a) For permitting and handing over land for construction of Recreation Club/Community Centre – Amount equivalent to the premium of land to be calculated at prevailing rate of allotment of industrial area concerned.
 - (b) For handing over constructed RIICO Building – Amount equivalent to the premium of land to be calculated at prevailing rate of allotment of industrial area concerned + cost of building as per prescribed norms.
 - (c) For handing over parks/ gardens/ rotaries/ circles/ medians/ road side plantation etc. – No keenness money be levied.

Provided that the 50% amount of keenness money be refunded without interest, if

land & constructed building are handed over back to RIICO by the concerned Association/ Society at any point of time, with the approval of the Managing Director.

(Amended vide item (8) of IDC meeting dated 25.08.2021)

- 14) The Association/ Society/ Agency shall be bound to make functional the property within stipulated time failing which the land/premises/park for which permission is given, shall stand reverted to RIICO and the keenness money so deposited shall stand forfeited. ***(Amended vide item (4) of IDC Meeting dt. 24.03.2022)***
- 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 use of such land/ building/parks on the above terms and conditions to Association/ Society/Agency on case to case basis.

(Amended vide item(4) of IDC Meeting dt. 24.03.2022)

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. along with Form A-III appended with this Form in these Rules. Land Allotment Committee (LAC) 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

(ii) CGM (BP)

(iii) CGM (EM)

(iv) Advisor (Infra)

(v) Advisor (A&M)

(vi) General Manager (Civil)

(vii) Unit head concerned.

(Amended as per decision taken by IDC vide item (3) of its meeting dt. 16.06.2016, further amended by BoD vide item (21) of its meeting dt. 21.12.2016)

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 keenness 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.

Note: Henceforth no preferential allotment under this rule shall be made so as to ensure allotment of plots through e-Auction.

(Inserted as per decision taken by the IDC vide item(15) of its meeting dated 25.08.2021)

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 NRE Account 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 Rs. 20 Crores = Rs. 10,000/-
- (b) Having project cost more than Rs. 20 Crores = Rs. 20,000/-

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

- 3.6 **Keenness Money** – The keenness money will be the 10% amount of total premium of land 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 and will be adjusted against final premium of land at the time of issuance of allotment letter:
- (i) In case of rejection of the application, the deposited amount of keenness money will be refunded without any interest.
 - (ii) In cases where application is withdrawn in writing prior to approval of allotment of land by the competent committee, then in such cases, 5% amount of deposited keenness money will be deducted and remaining amount will be refunded without any interest.
 - (iii) In cases where application is withdrawn in writing after approval of the application by the competent committee but before issuance of allotment letter, irrespective of demand letter issued or not, then in such cases, 10% amount of deposited keenness money will be deducted and remaining amount will be refunded without any interest.

(Amended as per decision taken by IDC vide item (3) of meeting dt.19.07.2017)

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 no auction rate is available for last one year, then the highest auction rate received in the preceding period, but not more than five years old, and, in such case that rate will be updated by adding 14% interest per annum up to the date of allotment.

(Substituted as per IDC decision vide item (11) of its meeting dt.30.04.2018)

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 the 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. 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.

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

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 will be charged as prescribed by the Corporation from time to time in cases where unit in production, investment is equal to or more than committed but water harvesting structure is not constructed.
(Amended as per decision taken vide item (6) of IDC meeting dt. 19.07.2017)

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)

Note: Managing Director is authorized to review and decide the pending cases wherein the IDC decision vide item (18) of its meeting dt. 29.05.2012 applied retrospectively on the plots allotted under Rule 3(W). (Inserted as per IDC decision vide item (10) of its meeting dt.

02.02.2018)

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.

The land allotment will be made at 1.1 times of the prevailing rate of allotment of the industrial area in unsaturated industrial area. No allotment will be permissible in saturated industrial area. *(Amended as per IDC decision vide item (3) of meeting dt. 12.12.2018)* 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.

- iv) Applications so received would be placed before Land Allotment Committee (LAC) headed by MD comprising of Executive Director (whenever posted), Financial Advisor, Advisor (Infra), Advisor (A&M), Controlling Officers of BP, EM & Technical Cell and unit head concerned as members, for approval of allotment.

(Amended as per decision taken by BOD vide item (21) of its meeting dt. 21.12.2016. Further amended as per decision taken by BoD vide item (15&18) of its meeting dt. 20.07.2021)

- v) 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.
- vi) 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.
- vii) 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(X-1) Private University to be set up on the allotted educational institution land/plots:

Following will be the modalities to allow Private University on allotted

educational institution land/plots.

(1) Reconstitution of plots:

- (i) In case different plots are allotted to sponsoring body for the purpose of establishment of different institutions and if they are contiguous, then they will be treated as one unit for the purpose of Private University.
- (ii) In case allotted different plots are not contiguous but in a close vicinity, hence, to comply with the requirement of minimum 30 acres of land, if the sponsoring body is allotted additional land by RIICO/acquires additional land by way of transfer, then such different plots/additional land will be treated as one unit for the purpose of calculation of 30 acres of land required for establishment of Private University.
- (iii) The land area of right of way of the existing road between the adjacent plots of Sponsoring Body will also be considered for allotment with a view to provide contiguity, provided that either other plots are not affected or alternate access by way of road is available, without adversely affecting the easement rights of other plot holders. The rate of allotment of land area of right of way of road will be the prevailing rate of allotment of the industrial area concerned, i.e. the rate of allotment applicable for educational institution plots.

(2) Minimum Built up area requirement:

For Private University, the requirement of minimum built up area will be as provided in Rule 21-3.

(3) Retention Charges

For the purpose of Private University, the retention charges on unutilized Educational Institutional plot will be leviable as provided in the rule 23-C.

(4) Transfer Fees:

For transfer of land/plot from Sponsoring Body to Private University, the transfer fee will be leviable as provided in the rule 18(b) for transfer of institutional plots.

(Inserted as per decision taken by the IDC vide item (4) of its meeting dt.

08.12.17) (Further amended vide item 11) of IDC meeting dt. 14.06.2022)

**3(Y) ALLOTMENTS 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 FA as 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 placed before the Land Allotment

Committee (LAC) headed by the Managing Director comprising of Executive Director (whenever posted), Financial Advisor, Advisor (Infra), Advisor (A&M), Controlling Officers of BP, EM & Technical Cell and Unit head concerned as members, for approval of allotment. 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.

(Amended as per decision taken by BoD vide item (21) of its meeting dt. 21.12.2016. Further amended as per decision taken by BoD vide item (15&18) of its meeting dt. 20.07.2021)

- 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. BROAD BUILDING PARAMETERS:

Building parameters will be as per the Form 'E' 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(Y-2) Allotment of land in Integrated Resource Recovery Park

A. **Definition:** Following sectors are included for allotment of plots in this park-

- | | |
|--------------------------|-------------------------------|
| (i) End of Life Vehicle; | (iv) Hazardous Waste; |
| (ii) E-waste; | (v) Li-ion Battery Recycling; |
| (iii) Plastic Waste; | (vi) Battery Recycling; and |

(vii) Waste to Energy

B. Pre-screening criteria: -

- (i) That the manufacturing/recycling industry shall not be covered under EIA notification 2006 (as amended, so far);
- (ii) Waste recycling/manufacturing units prohibited by State Government or RSPCB shall not be allowed;
- (iii) Standalone manufacturing units- without any linkage with recyclers preferably located within the park shall not be allowed (manufacturing units must have synergy with recycling units for raw material procurement); and
- (iv) Only recyclers if any waste except processing/recycling of biomedical waste, segregation of municipal solid waste and leather/skin waste can apply in the park.

C. Minimum Capital Investment on Plant & Machinery along with capacity vis-à-vis plot area for each Sector:

S.	Sector	Plot Area	Tentative Capacity (Per Plot)	Minimum Capital Investment on P&M per plot (₹ in Crore)
1	End of Life Vehicle	10,000 sqm	50 nos./day	1.5 Crore
		5,000-10,000 sqm	-	-
		Upto 5,000 sqm	-	-
2	E-Waste	10,000 sqm	> 6,000 MTA	10 Crore
		5,000-10,000 sqm	6,000 MTA	5 Crore
		Upto 5,000 sqm	3,000 MTA	1 Crore
3	Plastic Waste	10,000 sqm	15,000 TPA	5 Crore
		5,000-10,000 sqm	10,000 TPA	3.5 Crore
		Upto 5,000 sqm	6,000 TPA	2 Crore
4	Hazardous Waste	10,000 sqm	2,00,000 MTA	10 Crore
		5,000-10,000 sqm	1,50,000 MTA	5 Crore
		Upto 5,000 sqm	1,00,000 MTA	1 Crore
5	Li-ion Battery Recycling	10,000 sqm	10,000 TPA	5 Crore
		5,000-10,000 sqm	7,500 TPA	2.5 Crore
		Upto 5,000 sqm	5,000 TPA	1 Crore
6	Battery Recycling	10,000 sqm	10,000 TPA	5 Crore
		5,000-10,000 sqm	7,500 TPA	2.5 Crore
		Upto 5,000 sqm	5,000 TPA	1 Crore

7	Waste to Energy	10,000 sqm	10 MW	100 Crore
		5,000-10,000 sqm	5 MW	50 Crore
		Upto 5,000 sqm	1 MW	20 Crore
8	Others	10,000 sqm	-	5 Crore
		5,000-10,000 sqm	-	2 Crore
		Upto 5,000 sqm	-	1 Crore

Note:

- (i) The above-mentioned minimum investment and production capacity is in proportion to the area of the plot and in case of land area is increased then tentative production capacity and minimum capital investment on plant & machinery shall be increased accordingly.
- (ii) MD is authorized to review/reduce the minimum sector wise investment limit in subsequent e-Auction.

D. Procedure of allotment of plots in Integrated Resource Recovery Park:

1. Allotment of planned plots to all the sectors will be made through e-Auction process.
2. Plots will be auctioned at prevailing rate of allotment of industrial area.

E. Procedure for evaluation of the project for assessing the eligibility criteria:

1. The applicant shall upload project report duly certified by a Chartered Accountant for adjudging proposed capacity and minimum capital investment for Plant & Machinery at the time of registration through SSOD and copy of the same shall also be submitted by the highest bidder after completion of the bidding process within a period of 15 days from the date of issuing the letter of intimation by the concerned Unit Head.
2. The project report containing details of the project, area requirement, proposed Plant & Machinery, process, pollution control measures manufacturing/production/recycling process and CA certified report regarding minimum capital investment on proposed Plant & Machinery. The report should also include details of requirement of water and power, justification of land requirement, details of effluent generation, if any, employment, details of consent/authorization (to be obtained) from RSPCB.
3. The evaluation committee headed by the Managing Director and comprising of following officers will evaluate the project of the highest bidder before issuing the offer letter:
 - (i) Executive Director, if posted
 - (ii) Advisor (Infra)

- (iii) Financial Advisor
 - (iv) General Manager (Business Promotion)
 - (v) Cell In-charge (P&D)
 - (vi) Cell In-charge of EM Cell, Member Secretary
 - (vii) Sr. Town Planner
 - (viii) Unit Head concerned
4. If the project of highest bidder is found to be technically qualified i.e. fulfill the minimum eligibility criteria vis-à-vis size of plot applied for, then his bid will be accepted and offer letter will be issued by the Unit Head concerned.
 5. If the highest bidder is not found technically qualified, then his bid will be rejected and EMD amount deposited by him will be refunded after deducting 25% of the EMD amount without payment of any interest.
 6. The allottee shall abide by RIICO Disposal of Land Rules, 1979.
- F. Time period for utilization of the allotted plots:**
Time period for utilization of the allotted industrial plot will be considered as per rule 21 provided proposed investment in Plant & Machinery (not less than the minimum capital investment as mentioned in the terms & condition of the eligibility criteria) is made by the allottee along with minimum built up area as mentioned in rule 21 of RIICO Disposal of Land Rules, 1979.

(Inserted vide item (34) in IDC meeting held on 21.09.2023)

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 Regulations' of the category as is relevant to the case in context of FORM- 'E-1' 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. 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 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 1956/under Section 8 (except sub-section 9) of Companies Act, 2013) and also to the State/Central Government Organizations.

Land measuring up to 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& further partially amended vide item (24) of its meeting dt. 22.10.2020)

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

Deleted

(As per IDC decision vide item (9) of meeting dt. 21.01.2021)

3 (AB)-1 Policy for allotment of land to provide "Plug & Play" facility.

The Corporation may allot plot(s) reserved for "Plug & Play" facility in an industrial area through the process and on such terms and conditions as prescribed in **Form-K** appended with these rules. Further, the existing allottee of industrial plot(s) may be permitted to provide "Plug & Play" facility subject to fulfillment of criteria and payment of charges mentioned in **Form-L**.

(Inserted as per decision of IDC vide item (3) dt. 13.02.2016)

(Inserted vide item (14) of IDC meeting held on 14.02.2023)

3(AC) After allotment of land, all payments towards balance premium of land, all dues, various charges, application fee etc., as applicable, shall only be made online/cashless/through any digital mode.

(Inserted as per decision of IDC vide item (5) of the meeting dt. 23.03.2017)

3(AD) Allotment of industrial land in industrial areas which are not opened for allotment:

Deleted

(As per IDC decision vide item (9) of meeting dt. 21.01.2021)

3 (AE) Guidelines for establishing new industrial areas in the State through participation of Private Sector

1. These guidelines shall apply to establishment of new industrial areas by participation of private sector, on land owned by the Corporation. Such industrial area will be self-identified or will originate as unsolicited proposal from private sector.
2. **For establishment of Industrial Areas identified and proposed by the Corporation, following modalities shall be adopted:**
 - a. Disposal of land, through auction; or
 - b. Allotment of land, at pre-determined price, by seeking applications; or
 - c. Selection of a private developer through a competitive bidding process,

by structuring a PPP project; or

- d. Joint venture with equity participation by the Corporation; land identified for establishing industrial area shall be monetised for equivalent shareholding of the Corporation in the joint venture.

2.1 Disposal of land, through auction.

This modality would entail disposal of land, through auction, to a private entity for establishing, operating and maintaining of the industrial area. The allotment of land would:

- a. be on lease for a period 99 years.
- b. entitle private entity to sub-lease developed plots/land/buildings/ sheds in industrial area for a period shorter than or co-terminus with the lease period.
- c. be through publicising availability of land for auction in at least two local and one national daily newspaper besides on the website of the Corporation.

2.2 Allotment of land, at pre-determined price, by seeking applications. This modality would entail allotment of land, at pre-determined price, to a private entity for establishing, operating and maintaining of the industrial area. The allotment of land would:

- a. be on lease for a period of 99 years.
- b. entitle private entity to sub-lease developed plots/ land/buildings/sheds in industrial area for a period shorter than or co-terminus with the lease period.
- c. be through seeking applications and publicising availability of land in at least two local and one national daily newspaper besides on the websites of the Corporation.
- d. be made by draw of lot, in case of multiple applications.

2.3 Selection of private developer through open competitive bidding by structuring a PPP project.

This modality would entail vesting with the private developer the land and all rights under a project-specific site lease deed for the purpose of developing, operating, managing, and maintaining the industrial area through public-private partnership. Broad structure of the project would comprise:

- a. planning, designing, financing, constructing, marketing, operating and maintaining of the industrial area by private developer.
- b. execution of authorisation/concession agreement between the Corporation and the private developer/special purpose vehicle (SPV) formed by the private developer for the project.

- c. project-specific site lease deed for a period not exceeding 40 years; ownership of land to vest in the Corporation.
 - d. authorisation to private developer to license developed facilities to users for a period shorter than or co-terminus with the lease period.
 - e. transfer of land along with facilities developed thereon to the Corporation on expiry of the lease/concession/authorisation period.
 - f. procurement of private developer through open competitive bidding with appropriate financial/price bid criteria.
- 2.4 Joint venture with equity participation by the Corporation. This modality would entail selecting a private sector entity for a joint venture project with equity participation the Corporation. Selection of the private sector entity would be through inviting applications and an appropriate transparent process. The joint venture entity shall develop, operate, manage, and maintain the industrial area. Broad structure would comprise:
- a. execution of joint venture agreement between the Corporation and the selected private sector entity and formation of a project-specific joint venture company.
 - b. participation in the equity of the joint venture company by the Corporation; land identified for establishing industrial area shall be monetised for equivalent shareholding of the Corporation in the joint venture company. The Corporation may decide pricing the land based on reserved price in nearest industrial area or cost of acquisition of land concerned with appropriate indexation or price offered by the private sector entity during the process of selection, whichever is highest.
 - c. planning, designing, financing, constructing, marketing, operating and maintaining of the industrial area by joint venture company.
 - d. allotment of land to joint venture company on lease for a period of 99 years.
 - e. entitlement to joint venture company to sub-lease developed plots/land/buildings/sheds in industrial area for a period shorter than or co-terminus with the lease period.
 - f. selection of the private sector entity for the joint venture project through a transparent process, involving appropriate financial/price bid (say, the price offered for land identified for establishing industrial area) and/or technical criteria.
- 2.5 Applicable terms and conditions for establishment of industrial areas through modalities at sub-rule 2.1 and 2.2 will be as provided under sub-rule 6.

2.6 The terms and conditions for establishment of industrial areas through modalities at sub-rule 2.3 and 2.4 shall be as per provisions of the concession/authorisation/joint venture agreement to be executed.

3. For establishment of Industrial Areas identified and proposed by Private Developer, following will be the modalities;

3.1 Selection of private investor through the method of Swiss Challenge for a PPP project.

This modality would entail selecting a private developer for establishing industrial area with estimated cost of Rs. 50.00 crore or more through the method of Swiss Challenge for an unsolicited proposal, to develop, operate, manage, and maintain an industrial area on PPP basis. Broad structure would be:

- a. planning, designing, financing, constructing, marketing, operating and maintaining of the industrial area by private developer.
- b. execution of authorisation/concession agreement between the Corporation and the private developer/Special Purpose Vehicle (SPV) formed by the private developer for the project.
- c. project-specific site lease deed for a period not exceeding 40 years; ownership of land to vest in the Corporation.
- d. authorisation to private developer to license developed facilities to users for a period shorter than or co-terminus with the lease period.
- e. transfer of land along with facilities developed thereon to the Corporation on expiry of lease period.
- f. procurement of private developer through the method of Swiss Challenge as prescribed in the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013, as amended from time to time.

3.2 The terms and conditions for establishment of industrial areas through modality at sub-rule 3.1 shall be as per provisions of the concession/authorisation agreement to be executed.

4. Eligibility for Applicant Private Developer/Entity:

The eligibility of the applicant private developer/entity under all modalities at sub-rule 2 and 3 would be prescribed on case-to-case basis, broadly as per the following framework. Applicant will be an existing company which may propose to form a new entity for establishment of industrial area.

4.1 For applicant private developer/entity having developed/ constructed/ operated two (2) industrial areas with common support and infrastructure facilities, in India or abroad, during last seven (7) financial years provided each such industrial area is on land measuring

at least 50 acres and comprises at least ten industrial units:

- (i) Average Annual Turnover of at least 100% of estimated cost of the project (excluding cost of land) to establish industrial area during preceding three Financial Years.

AND

- (ii) Minimum net worth of at least 25% of estimated cost of the project (excluding cost of land) to establish industrial area.

OR

- 4.2 For applicant private developer/entity with experience in development/ construction of core sector infrastructure:

Minimum net worth of 10 times of as prescribed in sub-rule 4.1(ii).

OR

- 4.3 For applicant private developer/entity with high net worth Minimum net worth of 20 times of as prescribed in sub-rule 4.1(ii)

- 4.4 Additional criteria may also be prescribed, if required, on case to case basis.

Note: Core sector would be deemed to include:

- Transport: Roads and bridges, Ports, Inland Waterways, Airport, Railway Track, tunnels, viaducts, bridges, Urban Public Transport;
- Energy: Electricity Generation, Electricity Transmission, Electricity Distribution, Oil pipelines, Oil/Gas/Liquefied Natural Gas (LNG) storage facility, Gas pipelines.
- Water & Sanitation: Solid Waste Management, Water supply pipelines, Water treatment plants, Sewage collection, treatment and disposal system, Irrigation (dams, channels, embankments etc), Storm Water Drainage System, Slurry Pipelines.
- Communication: Telecommunication (Fixed network), Telecommunication towers, Telecommunication & Telecom Services.
- Social and Commercial Infrastructure: Education Institutions, Hospitals, Common infrastructure for industrial parks, SEZ, tourism facilities, Fertilizer, Soil - testing laboratories, Hotels and Convention Centres.

5. Institutional Arrangement:

5.1. For establishment of industrial areas through modalities prescribed under sub-rule 2 and 3, the Corporation through its Board of Directors/Infrastructure Development Committee shall be the approving authority. Approvals shall be accorded within all applicable legal framework(s), including these guidelines, approvals of local

authorities, SLEC for Swiss Challenge method, etc.

6. Applicable terms and conditions for establishment of industrial areas through modalities at sub-rule 2.1 and 2.2.

1. Land shall be allotted on 'as is where is' basis for 99 years leaseperiod.
2. The layout plan for development of industrial area shall be approved by the Corporation, before commencement of any development activities.
3. The cost of land will have to be deposited by the allottee as per time schedule decided by the Corporation, on case to case basis.
4. Possession of land shall 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 in installment.
5. Service charges, if any, as may be decided by the Corporation, from time to time, will be deposited by the allottee in advance by 31st July of every calendar year.
6. The allottee shall deposit the economic rent, if any, of the entire allotted land area as per the rate prescribed by the Corporation, from time to time, within 120 days from the date of issue of allotment letter for current financial year and by 31st July for subsequent financial years.
7. The allotted land will be used for the purpose as mentioned in the allotment letter.
8. The RIICO Disposal of Land Rules, 1979, as amended from time to time, shall be applicable to establishment of industrial areas, their utilization and layout norms including to individual plots, their use, building regulations, set back norms, and other applicable provisions.
9. The allottee shall be responsible for operating, managing and maintaining all the infrastructure facilities, amenities and support services during the entire period of lease.
10. The allottee should establish industrial area with requisite infrastructure as per approved layout plan.
11. Covered buildings and/or sheds for industrial use should encompass at least fifteen (15) per cent of total area of land allotted, as per schedule below:

Area of Land (Acres)	Years from the date of allottee taking over possession of land
Up to 50	5
More than 50 and up to 200	7
More than 200	9

12. If the allottee fails in ensuring the schedule prescribed above, retention charges shall be levied from the private entity at the rate of 0.5% per quarter or part thereof. Calculation of the retention charges shall be done on the prevailing rate of allotment of the

adjoining/nearest industrial area of the Corporation.

13. All requisite Environment Clearance for entire industrial area as required by law shall be obtained and complied with.
14. Requisite clearance with regard to availability of water from Public Health Engineering Department, Ground Water Department, and/or Central Ground Water Board shall be obtained.
15. The allottee shall be allowed to further sub-lease the permissible area land for industrial area, as per lay out plan approved by the Corporation for period shorter than or co-terminus with lease period on such terms and conditions as may be mutually agreed between the allottee and its sub lessee.
16. The terms and conditions for subleasing will be decided by the allottee and its sub lessees mutually but in accordance with terms of allotment of the Corporation, agreement executed with the Corporation, RIICO Disposal of Land Rules, 1979 (as amended from time to time), and other prevailing applicable laws, as the case may be. However, the terms and conditions applicable on which allotment is made to the allottee and lease agreement, shall also mutatis-mutants apply to sub lessees of the allottee.
17. The allottee shall furnish the information about land to be subleased, along with full details of sub lessee thereof within 30 days from the date of sublease executed in favour of respective sub lessee.
18. In the event of cancellation of allotment made to the allottee and determination of lease agreement pertaining to said allotted land, the sub leases executed by the allottee company shall stand terminated automatically and such land shall vest with the Corporation, without any further orders and the Corporation shall not be liable to pay any damages, cost, etc. for the same.
19. In case any power/telephone line/HT line/gas line/pipe line is passing through the allotted land, its removal shall be the sole responsibility of the allottee/sub-lessee. The allottee/sub-lessee will be required to plan construction accordingly after leaving prescribed set backs.
20. It will be sole responsibility of allottee to follow the rules and regulations regarding the registration of lease deed/sub lease with the concerned Government department(s).
21. No disposal of effluent shall be allowed in the storm water drains. The allottee and its sub lessee shall have to maintain the status of zero discharge in allotted land or part thereof. The allottee or its sub lessees shall not be permitted to run any illegal trade, business and

obnoxious industries on the said allotted land. In case the same is found, the allotment will be cancelled.

Note: *(Inserted as per decision of BoD vide item (19) of its meeting dt.*

29.03.16 & subsequently approved on 30.03.2017)

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)

3(AF) Establishment of industrial areas dedicated to Micro & Small Enterprises (MSE)

1. Purpose:

New industrial areas named as "**MSE industrial areas**" will be dedicated to only MSE and will be established to facilitate the MSE for getting industrial land easily which will not only provide employment to the local people but also boost the economy of the area concerned subject to condition that the proposed area has to be self-sustained.

2. Land Area: Less than 50 Hectares but not below 10 Hectares.

3. Planning of the Industrial Area:

3.1 Industrial plots having area of not less than 250 sqm will be planned. Further, some large size plots may also be planned as per local requirement.
(Amended vide item (9) of IDC Meeting dt. 24.03.2022)

3.2 One plot of suitable size for construction of Skill Development Center (SDC) along with requisite plots for shops/kiosks will be planned in each industrial area.

4. Modalities of Land Allotment shall be the same as being followed for other general industrial areas.

5. Construction of building for SDC and Agency for running of Center: Construction of the SDC building, as per approved typed design, will be made by the RIICO out of the corpus of Skill Development Fund (SDF). The building will be handed over to the Rajasthan Skill & Livelihood Development Corporation (RSLDC) for running the Centre at a token lease rent of Rs. 1/- per annum. No service charges shall be levied from the RSLDC.

Provided that before taking up construction of SDC building, an MOU for running the Centre by RSLDC will be executed.

(Inserted as per decision of IDC vide item (4) of its meeting dt 24.06.2020)

3(AG) General terms & conditions for handing over of earmarked plot on rent cum license basis to SPV for setting up Waste Recovery & Recycling Units.

The Corporation may hand over earmarked plot on rent cum license basis to SPV of beneficiary industries in an industrial area for setting up Waste Recovery and Recycling Units on such terms and conditions as prescribed in **Form-Q** appended with these rules. *(Inserted vide item (34) of IDC meeting dt.*

24.06.2020)

3(AH) General terms & conditions for allotment of plots reserved for E-Waste Dismantling & Recycling Units/ Hazardous Waste Recycling, Pre-processing and other utilization of Hazardous Waste Units by e-Auction.

The Corporation may allot plot(s) reserved for E-Waste Dismantling & Recycling Units/Hazardous Waste Recycling, Pre-processing and other utilization of Hazardous Waste Units in an industrial area through the process of e-Auction on such terms and conditions as prescribed in Form-R appended with these rules. (Inserted vide item (34) of IDC meeting dt. 24.06.2020)

3(AI) General Terms and condition for handing over industrial plot on license basis for setting up Medical Oxygen Manufacturing Plant.

The Corporation may hand over industrial plot on license basis in the industrial area for setting up Medical Oxygen Manufacturing Plant on such terms and conditions as prescribed in **Form-S** appended with these rules.

(Inserted vide item (13) of IDC Meeting dated 25.08.2021)

3(AJ)

“राइजिंग राजस्थान-ग्लोबल इन्वेस्टमेंट समिट-2024” के संदर्भ में राज्य सरकार के साथ एमओयू निष्पादित करने वाले निवेशकों के लिए चिन्हित औद्योगिक क्षेत्र (आरक्षित भूखंडों सहित) में आरक्षित मूल्य पर औद्योगिक भूखंडों के प्रत्यक्ष आवंटन योजना-2025 (Direct Allotment Policy-2025)।

1. **पात्रता:** प्रत्यक्ष आवंटन प्रणाली के तहत चिन्हित औद्योगिक क्षेत्रों में “राइजिंग राजस्थान - ग्लोबल इन्वेस्टमेंट समिट-2024” के संदर्भ में राज्य सरकार के साथ यह पॉलिसी लागू होने की तिथि तक मैमोरण्डम ऑफ अंडरस्टैंडिंग (MOU) निष्पादित करने वाले उद्यमी/MSME उद्यमी।
2. **भूखण्ड की आवंटन दर:** संबंधित भूखण्ड की निर्धारित आरक्षित दर पर।
3. **आवंटन की प्रक्रिया:**

ऐसे एमओयू निष्पादनकर्ताओं जिन्हें औद्योगिक भूखण्ड का आवंटन किया जाना प्रस्तावित है। उनके द्वारा चिन्हित औद्योगिक क्षेत्रों में अपना आवेदन मय प्रोजेक्ट रिपोर्ट ऑनलाइन पोर्टल पर निर्धारित तिथि तक प्रस्तुत करने होंगे-

 - (i) **50,000 वर्गमीटर क्षेत्रफल तक आवंटन की प्रक्रिया** - विशिष्ट भूखण्ड के लिए एक ही आवेदन होने पर सीधे आवंटन। उक्त विशिष्ट भूखण्ड पर एक से अधिक आवेदन प्राप्त होने की दशा में ई- लॉटरी के माध्यम से सफल आवेदक को आवंटन। सफल आवेदक को तीन कार्य दिवस में आवंटन संबंधी ऑफर लेटर जारी किया जायेगा।
 - (ii) **50,000 वर्गमीटर क्षेत्रफल से अधिक/विशेष औद्योगिक क्षेत्रों/पार्क में आवंटन की प्रक्रिया**-आवेदन प्राप्त होने पर आवेदक की पात्रता। भूमि की आवश्यकता आदि की संवीक्षा रीको की मुख्यालय स्तर पर गठित समिति द्वारा की जायेगी तथा निगम प्रबन्धन के सैद्धान्तिक अनुमोदन के उपरान्त। प्रकरण को निगम के निदेशक मण्डल द्वारा गठित आधारभूत संरचना विकास समिति के समक्ष रखा जाकर निर्णय गुणावगुण के आधार पर किया जावेगा।
4. **अमानत राशि (Earnest Money):-** आवेदक को भूखण्ड की कुल देय प्रीमियम राशि का 5 प्रतिशत राशि आवेदन के साथ ही ऑनलाइन माध्यम से रीको के बैंक खाते में जमा करानी होगी।
5. **भुगतान की प्रक्रिया:**
 - i. आवेदन स्वीकृत होने के बाद सफल आवेदक को भूखंड आवंटन हेतु आवेदन की स्वीकृति के प्रस्ताव पत्र

जारी होने के 30 दिन के भीतर निम्नलिखित राशि जमा करानी होगी:

- *प्रीमियम राशि का 1% धरोहर राशि (Security Money) के रूप में।
- पहले से जमा अमानत राशि को समायोजित करने के बाद *प्रीमियम राशि का 25% (*प्रीमियम राशि = आरक्षित आवंटन दर X भूखण्ड का क्षेत्रफल)
- ii. यदि उपरोक्त (i) में उल्लेखित राशि निर्धारित समयावधि में जमा नहीं की जाती है तो पहले जमा की गई अमानत राशि (EMD) बिना कोई नोटिस दिये जब्त कर ली जायेगी तथा आवंटन का ऑफर लेटर स्वतः ही निरस्त माना जावेगा।
- iii. सफल आवेदक की मृत्यु या गंभीर बीमारी की स्थिति में] प्रबन्ध निदेशक द्वारा उपरोक्त निर्धारित समय अवधि से 30 दिन तक का समय विस्तार/विलम्ब अवधि को 11 प्रतिशत प्रति वर्ष ब्याज की दर से नियमित किया जा सकेगा।
- iv. देय प्रीमियम की शेष 75% राशि का भुगतान निगम द्वारा समय-समय पर निर्धारित ब्याज दर के साथ आवंटी द्वारा 11 समान त्रैमासिक किस्तों में किया जाएगा।
- v. भूखण्ड आवंटन से 120 दिन की अवधि में आवंटी द्वारा प्रीमियम की शेष 75% राशि का भुगतान करने का विकल्प चुनने की स्वतंत्रता होगी एवं ऐसे विकल्प चुने जाने पर 120 दिन की अवधि तक कोई ब्याज नहीं लिया जाएगा।
- vi. देय प्रीमियम की 75 प्रतिशत राशि की समयावधि का विस्तार अधिकतम 2 वर्ष मय ब्याज सहित प्रबन्ध निदेशक के अनुमोदन से दिया जा सकेगा।

6. भूखण्ड आवंटन की विशेष शर्तें:-

- i. भूखण्ड का आवंटन 99 वर्ष की लीज पर किया जायेगा।
- ii. **उत्पादन की समयसीमा:**

(अ) ऐसे प्रोजेक्ट जिनको स्थापित करने के लिए वन पर्यावरण एवं जलवायु परिवर्तन मंत्रालय] भारत सरकार द्वारा जारी अधिसूचना दिनांक **14.09.2006** (यथा संशोधित) के अनुसार पर्यावरण स्वीकृति आवश्यक नहीं है, उन आवंटियों को आवंटित भूखण्ड का कब्जा देने की तिथि अथवा डीमड कब्जे अर्थात आवंटन की तिथि से 30 दिवस के उपरान्त से] यथास्थिति जो भी हो, (औद्योगिक क्षेत्र विकसित घोषित किया गया अथवा नहीं, इस तथ्य को ध्यान रखे बिना), 2 वर्ष में वाणिज्यिक उत्पादन प्रारम्भ करना होगा।

(ब) ऐसे प्रोजेक्ट जिनको स्थापित करने के लिए वन पर्यावरण एवं जलवायु परिवर्तन मंत्रालय] भारत सरकार द्वारा जारी अधिसूचना दिनांक **14.09.2006** (यथा संशोधित) के अनुसार पर्यावरण स्वीकृति आवश्यक है, उन आवंटियों को आवंटित भूखण्ड का कब्जा देने की तिथि अथवा डीमड कब्जे अर्थात आवंटन की तिथि से 30 दिवस के उपरान्त से, यथास्थिति जो भी हो, (औद्योगिक क्षेत्र विकसित घोषित किया गया अथवा नहीं, इस तथ्य को ध्यान रखे बिना), 3 वर्ष में वाणिज्यिक उत्पादन प्रारम्भ करना होगा।

iii. आवंटी द्वारा पालना किए जाने वाले मध्यवर्ती अनुक्रम:-

(अ) ऐसे प्रोजेक्ट जिनको स्थापित करने के लिए उपरोक्त वर्णित पर्यावरण स्वीकृति आवश्यक है-

आवंटी/पट्टेदार को आवंटित भूखण्ड पर उत्पादन शुरू करने से पहले निम्नलिखित मध्यवर्ती अनुक्रमों का पालन करना आवश्यक होगा। निम्नलिखित मध्यवर्ती अनुक्रमों (Intermediate Milestone) की पालना में विफल होने पर सम्बन्धित इकाई प्रभारी द्वारा निम्नलिखित शास्ति अधिरोपित की जायेगी तथा प्रकरण के गुणावगुण के आधार पर समयावधि में छूट निम्नानुसार प्रदत्त की जावेगी:

क्र. सं.	चरण	समयावधि (कब्जा देने की तिथि से)	कार्यवाही/शास्ति
1	(i) पट्टा समझौते का निष्पादन; (ii) पर्यावरण मंजूरी के लिए सक्षम स्तर पर आवेदन प्रस्तुत करना।	2 माह	निर्धारित समयावधि में मध्यवर्ती अनुक्रम पूर्ण न करने की स्थिति में निगम को भूखण्ड का आवंटन निरस्त करने का अधिकार होगा। वैध अपरिहार्य कारणों से देरी की स्थिति में अधिकतम द्वितीय मध्यवर्ती अनुक्रम की निर्धारित तिथि तक छूट प्रदान की जा सकेगी, जिसके लिए औद्योगिक क्षेत्र की आवंटन की प्रचलित दर (Prevailing Rate) के अनुसार भूखण्ड की कीमत (प्रीमियम दर) की गणना की जायेगी और उसका 0.5% (एक मुश्त) शास्ति देय होगी।
2	(i) भवन योजना मानचित्र प्रस्तुत करना या भवन योजना मानचित्र को स्वीकृत करवाना] जैसी भी स्थिति हों; (ii) वायु/जल अधिनियम के तहत स्थापना की सहमति (Consent to Establish) के लिए आवेदन करना, यदि लागू हो	6 माह	निर्धारित समयावधि में मध्यवर्ती अनुक्रम पूर्ण न करने की स्थिति में निगम को भूखण्ड का आवंटन निरस्त करने का अधिकार होगा। वैध अपरिहार्य कारणों से देरी की स्थिति में अधिकतम तृतीय मध्यवर्ती अनुक्रम की निर्धारित तिथि तक छूट प्रदान की जा सकेगी, बशर्ते आवंटन द्वारा प्रथम मध्यवर्ती अनुक्रम की प्रगति पूर्ण कर ली हो जिसके लिए औद्योगिक क्षेत्र की आवंटन की प्रचलित दर के अनुसार भूखण्ड की कीमत (प्रीमियम दर) की गणना की जायेगी और उसका 0.5% (एक मुश्त) शास्ति देय होगी।
3	पर्यावरण मंजूरी प्राप्त की गई हो;	12 माह	निर्धारित समयावधि अथवा छूट प्रदान की गई समयावधि में मध्यवर्ती अनुक्रम पूर्ण न करने की स्थिति में निगम को भूखण्ड का आवंटन निरस्त करने का अधिकार होगा। वैध अपरिहार्य कारणों से देरी की स्थिति में अधिकतम चतुर्थ मध्यवर्ती अनुक्रम की निर्धारित तिथि तक छूट प्रदान की जा सकेगी बशर्ते आवंटन द्वारा द्वितीय मध्यवर्ती अनुक्रम की प्रगति पूर्ण कर ली हो, जिसके लिए औद्योगिक क्षेत्र की आवंटन की प्रचलित दर के अनुसार भूखण्ड की कीमत (प्रीमियम दर) की गणना की जायेगी और उसका 0.5% (एक मुश्त) शास्ति देय होगी।
4	नियमों के अनुसार भूखण्ड के प्लॉथ स्तर तक न्यूनतम निर्मित क्षेत्र पूरा किया गया हो।	18 माह	निर्धारित समयावधि अथवा छूट प्रदान की गई समयावधि में मध्यवर्ती अनुक्रम पूर्ण न करने की स्थिति में निगम को भूखण्ड का आवंटन निरस्तीकरण करने का अधिकार होगा। वैध अपरिहार्य कारणों से देरी की स्थिति में अधिकतम पंचम मध्यवर्ती अनुक्रम की निर्धारित तिथि तक छूट प्रदान की जा सकेगी बशर्ते आवंटन द्वारा तृतीय मध्यवर्ती अनुक्रम की प्रगति पूर्ण कर ली हो, जिसके लिए औद्योगिक क्षेत्र की आवंटन की प्रचलित दर के अनुसार भूखण्ड की कीमत (प्रीमियम दर) की गणना की जायेगी और उसका 0.5% (एक मुश्त) शास्ति देय होगी।

5	छत के स्तर तक (बिना छत डाले) न्यूनतम निर्मित क्षेत्र का निर्माण पूरा करना।	24 माह	निर्धारित समयावधि अथवा छूट प्रदान की गई समयावधि में मध्यवर्ती अनुक्रम पूर्ण न करने की स्थिति में निगम को भूखण्ड का आवंटन निरस्तीकरण करने का अधिकार होगा। वैध अपरिहार्य कारणों से देरी की स्थिति में आगामी 6 माह तक छूट प्रदान की जा सकेगी बशर्ते आवंटी द्वारा चतुर्थ मध्यवर्ती अनुक्रम की प्रगति पूर्ण कर ली हो, जिसके लिए औद्योगिक क्षेत्र की आवंटन की प्रचलित दर के अनुसार भूखण्ड की कीमत (प्रीमियम दर) की गणना की जायेगी और उसका 0.5% (एक मुश्त) शास्ति देय होगी।
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स्पष्टीकरण:-

- मध्यवर्ती अनुक्रम की तालिका में दी गई समयावधि कब्जा देने की तिथि को आधार मानकर अनुवर्ती क्रम में समझी जावेगी।
- उपरोक्त मध्यवर्ती अनुक्रमों में विस्तार प्रदान किये जाने की दशा में उत्पादन प्रारम्भ करने के लिए दी जाने वाली 3 वर्ष की समयावधि में स्वतः विस्तार नहीं माना जायेगा।

(ब) ऐसे प्रोजेक्ट जिनको स्थापित करने के लिए उपरोक्त वर्णित पर्यावरण स्वीकृति आवश्यक नहीं है-

आवंटी/पट्टेदार को आवंटित भूखंड पर उत्पादन शुरू करने से पहले निम्नलिखित मध्यवर्ती अनुक्रमों का पालन करना आवश्यक होगा। निम्नलिखित मध्यवर्ती अनुक्रमों (Intermediate Milestone) की पालना में विफल होने पर सम्बन्धित इकाई प्रभारी द्वारा निम्नलिखित शास्ति अधिरोपित की जायेगी तथा प्रकरण में गुणावगुण के आधार पर समयावधि में छूट निम्नानुसार प्रदत्त की जावेगी:

क्र. सं.	चरण	समयावधि (कब्जा देने की तिथि से)	कार्यवाही/शास्ति
1	(i) पट्टा समझौते का निष्पादन; (ii) भवन योजना मानचित्र प्रस्तुत करना या भवन योजना मानचित्र को स्वीकृत करवाना/जैसी भी स्थिति हों; (iii) वायु/जल अधिनियम के तहत स्थापना की सहमति (Consent to Establish) के लिए आवेदन करना, यदि लागू हो	6 माह	निर्धारित समयावधि में मध्यवर्ती अनुक्रम पूर्ण न करने की स्थिति में निगम को भूखण्ड का आवंटन निरस्त करने का अधिकार होगा। वैध अपरिहार्य कारणों से देरी की स्थिति में अधिकतम द्वितीय मध्यवर्ती अनुक्रम की निर्धारित तिथि तक छूट प्रदान की जा सकेगी, जिसके लिए औद्योगिक क्षेत्र की आवंटन की प्रचलित दर (Prevailing Rate) के अनुसार भूखण्ड की कीमत (प्रीमियम दर) की गणना की जायेगी और उसका 0.5% (एक मुश्त) शास्ति देय होगी।
2	नियमों के अनुसार भूखण्ड के प्लिंथ स्तर तक न्यूनतम निर्मित क्षेत्र पूरा किया गया हो।	12 माह	निर्धारित समयावधि अथवा छूट प्रदान की गई समयावधि में मध्यवर्ती अनुक्रम पूर्ण न करने की स्थिति में निगम को भूखण्ड का आवंटन निरस्तीकरण करने का अधिकार होगा। वैध अपरिहार्य कारणों से देरी की स्थिति में द्वितीय अनुक्रम समाप्त होने की निर्धारित तिथि से अधिकतम 6 माह की छूट प्रदान की जा सकेगी बशर्ते आवंटी द्वारा प्रथम मध्यवर्ती अनुक्रम की

			प्रगति पूर्ण कर ली हो, जिसके लिए औद्योगिक क्षेत्र की आवंटन की प्रचलित दर के अनुसार भूखण्ड की कीमत (प्रीमियम दर) की गणना की जायेगी और उसका 0.5% (एक मुश्त) शास्ति देय होगी।
3	छत के स्तर तक (बिना छत डाले) न्यूनतम निर्मित क्षेत्र का निर्माण पूरा करना।	18 माह	निर्धारित समयावधि अथवा छूट प्रदान की गई समयावधि में मध्यवर्ती अनुक्रम पूर्ण न करने की स्थिति में निगम को भूखण्ड का आवंटन निरस्तीकरण करने का अधिकार होगा। वैध अपरिहार्य कारणों से देरी की स्थिति में तृतीय अनुक्रम समाप्त होने की निर्धारित तिथि से अधिकतम 6 माह की छूट प्रदान की जा सकेगी बशर्ते आवंटी द्वारा द्वितीय मध्यवर्ती अनुक्रम की प्रगति पूर्ण कर ली हो, जिसके लिए औद्योगिक क्षेत्र की आवंटन की प्रचलित दर के अनुसार भूखण्ड की कीमत (प्रीमियम दर) की गणना की जायेगी और उसका 0.5% (एक मुश्त) शास्ति देय होगी।

स्पष्टीकरण:-

- (i) मध्यवर्ती अनुक्रम की तालिका में दी गई समयावधि कब्जा देने की तिथि को आधार मानकर अनुवर्ती क्रम में समझी जावेगी।
- (ii) उपरोक्त मध्यवर्ती अनुक्रमों में विस्तार प्रदान किये जाने की दशा में उत्पादन प्रारम्भ करने के लिए दी जाने वाली 2 वर्ष की समयावधि में स्वतः विस्तार नहीं माना जायेगा।
- iv. वाणिज्यिक उत्पादन/गतिविधि शुरू होने के बाद आवंटी/पट्टेदार को शीघ्रताशीघ्र एसएसओ पोर्टल के माध्यम से संबंधित रीको इकाई प्रमुख को आवंटित भूखंड जिस प्रयोजन हेतु आवंटन किया गया है, पर वाणिज्यिक उत्पादन/गतिविधि प्रारम्भ किये जाने की सूचना मय निम्न दस्तावेजों ऑनलाइन माध्यम से देनी होगी:
 - (i) प्रथम बिक्री का बिल;
 - (ii) सरकार को जमा कराया गया जीएसटी/ग्राहक शिपिंग बिल (यदि लागू हो) कोई अन्य कर की रसीद, यदि कोई हों;
 - (iii) प्लांट एवं मशीनरी खरीद बिलों की स्वःप्रमाणित प्रतियां;
 - (iv) बैंक का मूल्यांकन यदि कोई हो (बैंक का भारतीय रिजर्व बैंक द्वारा जारी *Public Sector Bank, Private Sector Bank and Small Finance Bank* की सूची (Schedule) में होना आवश्यक है);
 - (v) उस माह का बिजली बिल जिसमें उत्पादन की तिथि का दावा किया गया है;
 - (vi) फैक्ट्री और बाँयलर लाइसेंस (यदि लागू हो);
 - (vii) वर्षा जल संरक्षण स्ट्रक्चर्स का निर्माण;
 - (viii) सीए द्वारा हस्ताक्षरित प्रमाण पत्र जो यह सत्यापित करता हो कि भूखण्ड आवंटन हेतु आवेदन के समय प्रस्तुत प्रोजेक्ट रिपोर्ट में वर्णित मदों में से भवन निर्माण एवं प्लान्ट एण्ड मशीनरी के मद में दर्शायी गयी राशि का 75 प्रतिशत राशि का उत्पादन के समय स्थायी रूप से निवेश उपरोक्त मदों में कर लिया गया है;
 - (ix) फैक्ट्री के निर्माण/उत्पादन कार्य के बाहर एवं अन्दर के जीओ टेग फोटो।

- v. वैध अपरिहार्य कारणों से वाणिज्यिक उत्पादन/गतिविधि प्रारम्भ करने में देरी की स्थिति में अधिकतम 2 वर्ष की अतिरिक्त अवधि वाणिज्यिक उत्पादन प्रारम्भ करने के लिए प्रदान की जा सकेगी। एक समय में अधिकतम 1 वर्ष का समयावधि विस्तार दिया जाएगा, जिसमें पुरानी देरी की अवधि का नियमितीकरण भी शामिल होगा। ऐसे प्रकरणों में विलंब के नियमितीकरण अथवा समयावधि विस्तार नीचे दिए गए धारण शुल्क के भुगतान की शर्तों पर गुणावगुण पर दिया जा सकेगा:-

क्र. सं.	समय विस्तार	प्रत्येक तिमाही या उसके भाग के लिए धारण शुल्क की दर	सक्षम प्राधिकारी
1	एक वर्ष का समय यदि आवंटी ने निर्धारित समय अवधि के भीतर छत लेवल तक न्यूनतम निर्मित क्षेत्र पूरा कर लिया है तो एक वर्ष की अतिरिक्त समयावधि।	औद्योगिक क्षेत्र की आवंटन की प्रचलित दर (Prevailing Rate) के अनुसार भूखण्ड की कीमत (प्रीमियम दर) की गणना की जायेगी और उसका 2% धारण प्रभार (त्रैमासिक आधार पर) देय होगा।	सलाहकार (इन्फ्रा)
2	तालिका के क्रम संख्या 1 के अतिरिक्त एक वर्ष का अतिरिक्त समय दिया जाएगा, बशर्ते कि आवंटी ने नियमानुसार न्यूनतम निर्मित क्षेत्र का निर्माण पूर्ण कर लिया हो तथा प्लांट एवं मशीनरी इत्यादि का क्रय आदेश दे दिया हो।	औद्योगिक क्षेत्र की आवंटन की प्रचलित दर के अनुसार भूखण्ड की कीमत (प्रीमियम दर) की गणना की जायेगी और उसका 3% धारण प्रभार (त्रैमासिक आधार पर) देय होगा।	प्रबन्ध निदेशक

- vi. इकाई को वाणिज्यिक उत्पादन में माने जाने के लिए भूखण्ड के क्षेत्रफल का न्यूनतम 30 प्रतिशत अथवा अनुज्ञेय Built-up Area Ratio (BAR) का न्यूनतम 30 प्रतिशत के समतुल्य निर्मित होना एवं भूखण्ड आवंटन के आवेदन के समय प्रस्तुत प्रोजेक्ट रिपोर्ट में वर्णित मदों में से भवन निर्माण एवं प्लांट एवं मशीनरी के मद में दर्शायी गई राशि का 75 प्रतिशत राशि का उत्पादन के समय स्थायी रूप से निवेश उपरोक्त मदों में निर्धारित/विस्तारित समयावधि में निवेश आवश्यक होगा।
- vii. रीको भू-निपटान नियम 1979 के तहत नियमानुसार छत सहित 30 प्रतिशत निर्मित क्षेत्र/अनुज्ञेय BAR के 30 प्रतिशत समतुल्य निर्मित क्षेत्र की गणना नियम संख्या 21.3.1 (बी), (सी) एवं (डी) के अनुरूप की जावेगी।
- viii. आवंटित भूखण्ड में रिक्त/अनुपयोगी भूमि का हस्तान्तरण अनुज्ञेय नहीं होगा।
- ix. आवंटित भूखण्ड का उप-विभाजन अनुज्ञेय नहीं होगा।
- x. भूखण्ड पर वाणिज्यिक उत्पादन प्रारम्भ करने के 3 वर्ष उपरान्त ही भूखण्ड के लीज होल्ड अधिकारों का विक्रय/हस्तान्तरण अनुज्ञेय किया जायेगा। हस्तान्तरण शुल्क औद्योगिक क्षेत्र की प्रचलित दर का 10 प्रतिशत देय होगा।
- xi. आवंटी द्वारा आवंटित भूखण्ड को रीको को समर्पित करने की दशा में, आवंटी द्वारा जमा की गई भूमि की प्रीमियम राशि की 5% राशि के समतुल्य एवं अन्य देय शुल्कों की कटौती की जावेगी एवं शेष राशि वापिस की जावेगी।
- xii. आवंटित भूखण्ड का निरस्तीकरण करने की दशा में आवंटी द्वारा जमा की गई भूमि की प्रीमियम की राशि से 10% राशि की कटौती की जावेगी।
- xiii. उपरोक्त वर्णित योजना के तहत आवंटित किये जाने वाले प्रकरणों में जो अन्य नियम एवं शर्तें स्पष्ट रूप से वर्णित नहीं हैं, उन मामलों में रीको भू-निपटान नियम, 1979 (समय-समय पर संशोधित) लागू होंगे।

7. **योजना की अवधि:-** इस प्रत्यक्ष आवंटन योजना की वैधता दिनांक 30-06-2025 तक रहेगी। इस अवधि में **^^राईजिंग राजस्थान-ग्लोबल इन्वेस्टमेंट समिट-2024**** के सन्दर्भ में राज्य सरकार के साथ उक्त पॉलिसी लागू होने की तिथि तक निष्पादित मैमोरण्डम ऑफ अंडरस्टेन्डिंग (MoU) वाले प्रकरणों को प्रत्यक्ष आवंटन प्रणाली के तहत सम्मिलित कर उपरोक्त प्रक्रिया सम्पन्न की जायेगी।

8. उपरोक्त योजना की मोडलिटीज निम्नानुसार है जो कि इस प्रत्यक्ष आवंटन योजना का अभिन्न भाग है:-

Modalities for direct allotment of industrial plots (including reserved plots) in identified industrial areas on reserve rate of plot in reference to Rising Rajasthan-Global Investment Summit-2024 are as under:

1. **Modalities:**

- (i) This scheme shall be applicable only to the entrepreneurs who have executed MoU upto the date of introducing the aforesaid policy in reference of “Rising Rajasthan - Global Investment Summit-2024” for considering the entitlement for allotment of industrial plot. This scheme shall be in-force upto 30.06.2025 for the applications for making allotment of industrial plots received through online portal. Further, Board of Directors (BoD) of RIICO has power to extend the above timeline if deemed fit. The entire process of inviting the applications for allotment of plot and subsequent action thereon shall be through online mode.
- (ii) The allotment of plot to the above-mentioned category of MoU executants will be made either through e-lottery procedure or decision to be taken at the level of Infrastructure Development Committee (IDC) of the Board of Directors of RIICO on case-to-case basis, as the case may be, as provided in the policy documents.
- (iii) Under this policy, in case of sector specific/designated park/zone and category of entrepreneurs as described under Rule 3(A)(i) of RIICO Disposal of Land Rules, 1979, the allotment of plots will be made to such MoU executants who fulfill the criteria for getting allotment of plot in the aforesaid sector specific/designated park/zones and category of entrepreneurs as described under Rule 3(A)(i) of RIICO Disposal of Land Rules, 1979.
- (iv) For the purpose of this policy, identified Industrial areas means those industrial areas in which saturation level i.e. upto 80 % salable industrial land are not allotted. The industrial plots available under these industrial areas (except affected from any stay order/dispute/encroachment) would be eligible for allotment under the said scheme. The plots eligible for allotment shall be uploaded by the concern Unit Head on RIICO Online Portal. Apart from these, the new industrial areas which are yet to be opened for allotment, can be considered under this policy.
- (v) The applications for allotment of industrial plot will be accepted by RIICO on its online portal up to a fixed date & time, as may be decided by the Managing Director of the Corporation. To notify the public at large about starting the process of allotment under this policy, a public notice will be issued in leading newspapers. Subsequently, information regarding allotment and availability of plot will be uploaded on website of RIICO, as and when required.
- (vi) Allotment of plot will be made only for setting up of those categories of industries which are permitted in the respective industrial areas by the MOEF&CC and/or any other authority.
- (vii) Industrial plots reserve under Rule 3A(i) of RIICO Disposal of Land Rules, 1979 shall also be included in the scheme of allotment and the same will be allotted in accordance with the procedure as laid down in this policy

2. **Rate of allotment:**

Reserve rate of plots to be allotted under this policy in industrial areas opened for allotment upto the date of introducing the aforesaid policy will be fixed by the ‘Reserve Price Fixation Committee’, from time to time constituted under Rule 3(i)(a) of RIICO Disposal of Land Rules, 1979 according to the provisions of Rule 3(iii)(aa) of RIICO

Disposal of Land Rules, 1979.

Applicable upfront concession on the reserve rate in the rate of allotment shall be admissible for the plots reserved for SC/ST, Women, Persons with benchmark Disabilities, Ex-Serviceman, Dependents of deceased armed forces service personnel/ Paramilitary personnel entrepreneurs, in accordance with the table appended with Rule 3(A)(iv) of RIICO Disposal of Land Rules, 1979 (as amended from time to time)

3. **Participation Fee:**

Applicant shall deposit a fee of Rs.1,000 + GST alongwith application. This amount shall not be refunded in any event

4. **Earnest Money Deposit (EMD):**

- (i) The applicant will have to deposit earnest money @ 5% of total land premium, along with application through online mode.
- (ii) The EMD of the un-successful applicants will be refunded without any interest/cost/claim after the closure of the e-lottery or after decision of IDC on applications, as the case may be.

5. **Eligibility Criteria:**

- (a) The applicant who has executed MoU with State Government upto the date of introducing the aforesaid policy in reference to “Rising Rajasthan-Global Investment Summit-2024” may apply for allotment of industrial plot;
- (b) Only those MoU executants will be eligible for applying under this scheme, which are demanding industrial plots under RIICO except those whose milestone M-2 has been completed, in the Raj Nivesh portal i.e. requirement of land for their respective projects;
- (c) The implementing departments based on the nature of project, investment size and phasing of investment would recommend to RIICO for land requirement, including area to be allotted, as per the existing guidelines/rules/norms of the implementing department. Accordingly, the MoU executant will be eligible to apply for allotment of plot maximum upto that area only;
and
- (d) Under this scheme, each MoU executant shall be eligible for allotment of one industrial plot only under the aforesaid direct allotment scheme and more than one application for the same MoU shall not be entertained.

6. **Application to be submitted:**

- (1) The date of start of receiving online applications shall be the date of publication of advertisement in the newspaper. The end date of submission of applications shall be 10 working days from the date of publication. The plots reserved for different category entrepreneurs will necessarily be indicated in the advertisement. The above advertisement will also be uploaded on website of RIICO.
- (2) The eligible applicant may apply on RIICO Website or <https://sso.rajasthan.gov.in> or RIICO GIS Portal where reserve price of all industrial plots available for direct allotment will be visible.
- (3) The industrial plot wise application will be submitted online to the concerned RIICO Unit Office through On-line portal along with self-attested documents as under:
 - (a) Copy of PAN Card and AADHAR Card of the applicant(s);
 - (b) Project Report including proposed investment in Building and Plant & Machinery;
 - (c) Copy of relevant certificate for availing concessions in rate of allotment, if applied for the plot reserved for respective category;
 - (d) Copy of partnership deed along with registration certificate; and
 - (e) Copy of Certificate of incorporation of Company/LLP and Memorandum & Articles of

Associations in case of Company.

7. Time line for application:

S. No.	Activity	Time period (days)	Remark
1	Date of publicity of inviting online application in Newspaper and other print media as well as hosting of direct allotment plan on website	T	T= date of publicity
2	Registration start & application start date	T	The applicant can start the registration and application activity
3	End date of submission of application with required documents, deposition of participation fees & EMD by the applicant	T+10	10 working days from date of publication in Newspaper and other print media as well as hosting of direct allotment plan on website
4	Date of e-lottery	T+13	13 working days from date of publication in Newspaper and other print media as well as hosting of direct allotment plan on website

Note: Working days means as per official Callender of Government of Rajasthan excluding gazzetted holidays. However, the days on which half-day holiday is declared either by GoR or District Collector, the same will be treated as full working days for calculation of working days.

8. Deciding offer of allotment of plot upto 50,000 sqm:

- In case of multiple applications being received on a plot, then plot allotment in favour of the eligible applicant will be decided by the process of e-lottery at pre-decided date & time in concerned Unit Office. The date & time across the Unit Offices shall be decided by Head Office. All the eligible applicants shall be given due opportunity to remain present either in person or through their representative at the time of conducting draw of lots through e-lottery. The representative of Collector, GM (DIC) and Branch Manager (RFC) will also be participated in this process preferably but process of e-lottery neither be postponed or re-scheduled merely non-presence of such authorities.
- Before conducting e-lottery, demo e-lottery shall be conducted thrice mandatorily on real data of applicants and results of demo e-lottery shall be kept on record duly signed by the Unit Head & members/applicants/representative who-so-ever are presented during the e-lottery process.
- Videography of entire e-lottery process shall be carried out by Unit Head concerned and shall be kept in safe custody for next 45 days for the record purpose.
- The Unit Head concerned shall issue online 'Letter of Offer' mentioning the requisite amount as well as shortcomings/discrepancy in submitted documents by the applicants during applying online application on RIICO Portal, if any, within 3 working days from date of conducting of e-lottery.
- The successful applicant will deposit 1% of premium amount as security money and 25% of premium amount after adjusting amount already deposited as EMD within 30 days from the issue 'Letter of Offer' alongwith desired documents/clarification, if any.
- In case the above amount as mentioned in (v) above is not deposited and/or the desired documents/clarifications are not submitted within 30 days, then the 'Letter of Offer' will be treated as cancelled and amount deposited earlier (on account of EMD) shall be forfeited without giving any further notice.
- The Corporation will have full right to reject any application without assigning any reason.

9. Procedure for allotment of plot either more than 50,000 sqm or under specific

industrial areas/park:

- (i) **Application to be submitted:** The application will be submitted for allotment of industrial plot through online portal. The application should be dully annexed with detailed project report and relevant documents for evaluating financial strength/eligibility duly self-attested by the authorized person of the applicant.
- (ii) **Participation Fee:** The applicant shall deposit a fee of Rs. 1,000+GST along with application. This amount shall not be refunded in any event.
- (iii) **Earnest Money Deposit (EMD):**
 - (a) The applicant will have to deposit earnest money @ 5% of total land premium, along with application through online mode.
 - (b) The EMD of the unsuccessful applicants will be refunded without any interest, cost or claim after the decision of IDC on the application.
- (iv) **Scrutiny of Application:**
 - A. The application received in the Corporation will be scrutinized by an In-house Committee headed by the Executive Director (if posted) otherwise by Advisor (Infra) with a mandate for preliminary scrutiny of direct allotment applications with regard to its eligibility, land area requirement, water availability, power availability, environmental category/ suitability, proposed investment and time period etc. for implementation of project. The constituted members of the committee are as under:
 - (i) Executive Director/Advisor (Infra) - Chairperson
 - (ii) Advisor (Infra) (if Executive Director is Chairperson)
 - (iii) Financial Advisor
 - (iv) Head of Technical Cell
 - (v) Head of Environment Cell
 - (vi) Cell In-charge of Investment Cell
 - (vii) Cell In-charge of P&D Cell
 - (viii) Cell In-charge of Power Cell
 - (ix) Cell In-charge of Town Planning Cell
 - (x) Unit Head concerned
 - (xi) Head of Business Promotion Cell
 - (xii) Special invitee as may be deemed fit by Chairperson
 - B. The Committee after discussions on the proposal with the applicant or its authorized representative shall submit its report with regard to land area requirement, proposed investment and employment to be provided by the applicant company to the Managing Director. The proposal will be placed through an Agenda through Advisor (Infra) before the IDC along with the report of the in-house committee.
- (v) **The authority to approve the allotment of industrial plot:** The decision on allotment of plot under this scheme will be taken by the IDC. The decision of IDC shall be final and binding on the applicant.
- (vi) In case of multiple applications being received on a particular plot, then In-house Committee will give their report for all such proposals and to be placed before the IDC through an agenda. Then decision for allotment of plot will be taken by the IDC on case-to-case basis.
- (vii) The Unit Head concerned shall issue online 'Letter of Offer' mentioning the requisite amount, within 3 working days from date of receiving the decision of the IDC in the Unit Office.
- (viii) The successful applicant will deposit 1% of premium amount as security money and 25% of premium amount after adjusting amount already deposited as earnest money within 30 days from the issue 'Letter of Offer'.
- (ix) In case, the requisite amount as mentioned in (viii) above is not deposited and/or the

desired documents/clarifications are not submitted within 30 days, then the 'Letter of Offer' will be treated as cancelled and amount deposited earlier (on account of earnest money) shall be forfeited without giving any further notice.

- (x) The Corporation will have full right to reject any application without assigning any reason.
10. This direct allotment policy as above shall be effective from the date of hosting the minutes of BoD on the RIICO Website.

(Inserted vide item (12) of BOD Meeting dated 24.02.2025)

4. SECURITY DEPOSIT

- (i) Security Deposit @ 1% of the total premium of land, subject to minimum of Rs. 2500/- shall be made online/cashless/through any digital mode.

(Amended as per decision of IDC vide item (5) of the IDC meeting dt. 23.03.2017)

- (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 keenness 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 for disposal through any valid mode. The terms and

conditions governing such allotments shall be decided by the Corporation

on case to case basis as it may deem appropriate.

(Amended vide item (4) of IDC meeting 24.03.2022)

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.

6(A) Policy for allowing change of product in Product Specific Zones of RIICO Industrial Areas:

1. The Corporation may allow change of product on allotted industrial plot in product specific zone planned in an industrial area on payment of charges equivalent to 10% of prevailing rate of allotment of industrial area concerned for application between 18 months to 36 months of production. For more than 3 years the applicable charges will be 10% of the prevailing rate of allotment of the industrial area concerned.

Provided applicant lessee fulfilled following guiding factors:

- (i) Allottee should have commenced production activity as per the original allotment at least 18 months before applying for change of product provided that the industrial area is also declared developed before 10 years from the date of such application

- (ii) Allottee will have to obtain all necessary approvals from concerned authorities at its own level and cost, if required, while changing the product.
 - (iii) The change in product should be either co-terminus or lower category thereof (red/orange/green/white) as finalized by the RSPCB.
 - (iv) Change of product will be permissible only those industrial areas where no concession in allotment of land has been given.
 - (v) The Corporation shall neither carry out augmentation of existing infrastructure nor provide any additional infra-structure facility in such zone, even if required for the purpose of setting up units of changed product unless the cost is borne by the applicant.
 - (vi) Such permission for change in other product will also not be given in those zones/areas/parks which are either developed in compliance of budget announcement made by State Government or developed by taking assistance of grant/aid/subsidy given by the Central/State Govt. or developed as dedicated sector or product specific parks such as IT Park, Apparel Park, Agro Food Park, Bio-Technology Park, Electronic Park and Solar Park.
 - (vii) Water intensive industrial project as mentioned in the “Guidelines/Criteria for Evaluation of Proposals/Requests for Ground Water Abstraction” dated 15.11.2012 & subsequent amendments, issued by Central Ground Water Authority, Ministry of Water Resources, and Govt. of India are will not be permitted.
2. Land Plan Committee of the Head Office shall after due examination consider in-principal approval for all such industrial areas which satisfy the criteria laid down as above. After decision of the Land Plan Committee, permission on individual cases will be given by the Unit Head concerned within 30 days from date of receipt of application for this purpose.

((Inserted vide (Point No. 12 of the Cabinet Order 74/2020 dt. 22.07.2020) passed by BoD by circulation))

(Partially amended vide item (10) of IDC meeting held on 26.05.2023)

6(B) Permission on the allotted industrial plot for commencement of various supportive activities.

- (i) Lessee **or sub-lessee, as the case may be**, of an industrial plot may be given permission for commencement of one or more of the following specified supportive activities to the extent of maximum 50 % of the plot area subject to fulfilment of Town Planning norms:
 - (a) Fuel Station
 - (b) EV Charging Station
 - (c) Gas Receiving Terminal Station (RT Station)

Provided Managing Director is authorized to include any of such activity in the above list as may be considered appropriate based on demand from

the entrepreneurs/Industries Associations.

- (ii) Above such permission will be accorded by a committee headed by the Managing Director comprising of Executive Director (whenever posted), Advisor (Infra), Controlling Officer of BP Cell and Technical Cell & concerned Unit Head as members and STP (Member Secretary).
- (iii) Above such permission will be subject to condition that the lessee **or sub-lessee, as the case may be**, should have set up industrial unit on the plot and on payment of lump-sum charges @ 2 times of prevailing rate of allotment of the industrial area concerned.

Provided the condition of setting up industrial unit on the plot by the Lessee prior to giving such permissions will be relaxed in cases where transferee of utilized industrial plot has applied for such permissions. However, the transferee shall be required to set up the industrial unit on the remaining part of the plot within the time period as stipulated in the transfer permission as per rules. In case, any time extension is required beyond the stipulated time period then retention charges will be leviable as per rules only on the plot area remained after giving such permissions for supportive services.

(Inserted vide item (5) of IDC meeting held on 29.07.2022)

- (iv) The Lessee **or sub-lessee, as the case may be**, shall obtain necessary license/ authorization from the concerned authority/agency for commencement of activity for which permission is accorded as per clause (ii) above.
- (v) In case the plot is mortgaged with any financial institution then Lessee **or sub-lessee, as the case may be**, shall have to submit no objection certificate from the financial institution for proposed activity.

(Inserted vide item (6) of IDC Meeting dt. 24.03.2022)

(Partially amended vide agenda (13) of IDC meeting held on 21.09.2023) (Withheld during IDC meeting held on 27.03.2024 while noting the minutes of last meeting of IDC dated 21.09.2023)

6(C) Change of Manpur Machedi Industrial Area from Leather Complex to General Industrial Area.

1. The Corporation has allowed Manpur Machedi Industrial Area from Leather Complex to General Industrial Area with immediate effect i.e. from the date of issuance of this order dated 07.12.2023. Consequent to the approval in general industrial area, all type of industries including Category 'A' & 'B' as per EIA Notification, 2006 may be allowed. The Corporation may allow change of product on allotted industrial plot in this industrial area on payment of charges equivalent to 10% of prevailing rate of allotment of industrial area for application between 18 months to 36 months of production. For more than 3 years, the above charges will be 5% of the prevailing rate of allotment of industrial area.
2. The applicant lessee is also required to fulfill following guiding factors:

- (i) Allottee should have commenced production activity as per the original allotment atleast 18 months before applying for change of product provided that the industrial area is also declared developed before 10 years from the date of such application.
- (ii) Allottee will have to obtain all necessary approvals from concerned authorities at its own level and cost, if required, while changing the product.
- (iii) The Corporation shall neither carry out augmentation of existing infrastructure nor provide any additional infrastructure facility in this area, even if required for the purpose of setting up units of changed product unless the cost is borne by the applicant.
- (iv) Water intensive industrial project as mentioned in the "Guidelines/Criteria for Evaluation of Proposals/Requests for Ground Water Abstraction" dated 15.11.2012 & subsequent amendments, issued by Central Ground Water Authority, Ministry of Water Resources and Govt. of India will not be permitted.
- (v) The Category 'A' & 'B' industries as per EIA Notification, 2006 (as amended from time to time) will have to obtain prior Environmental Clearance from the Competent Authority
(Inserted vide item (30) of IDC meeting held on 21.09.2023)
(The implantation of this rule has been kept in abeyance vide item (30) of IDC meeting held on)

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) The physical possession of the allotted plot will be taken by the allottee within 30 days from the date of allotment irrespective of mode of payment of balance 75% premium amount i.e. on cash down basis/ installment basis.
- (ii) In case possession of plot is not taken during prescribed period of 30 days, the plot possession shall be deemed to have been taken on 31st day of date of allotment.
- (iii) In case where possession could not be handed over due to court order or dispute with khatedar or any other reason, the Managing Director shall be authorized to approve handing over the possession to the allottee, on merit of each case by condoning the delay and to waive levy of applicable charges and interest on land cost up to the date of handing over the possession.
- (iv) That were the allotment of plots have been made during 05.03.2010 to 23.09.2021 and wherein the allottees have not taken the actual possession of plot within the prescribed time period then in such cases the date of taking possession will be the next day of the prescribed time period as per the respective allotment letter and/or prevailing rules, barring the cases as follows:

- a) Where possession could not be given due to court case/litigation/encroachment etc.
- b) The cases covered by virtue of the Office Order No. (17/2020) dated 10.08.2020 issued with the approval of the Board of Directors of RIICO.
- c) Where the date of taking over the possession has already been decided in a particular case at a competent level.

(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) (Substituted vide item (9) of IDC meeting dt. 25.08.2021)

(Inserted vide item (22) of IDC meeting held on 21.09.2023)

9. PERIOD OF LEASE AND ECONOMIC RENT

- (1) 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 be commenced from the allotment date and obligations & liabilities under lease agreement shall be deemed to have commenced from that date.
- (2) The economic rent by new allottees **to whom plot is allotted**, w.e.f. 01.01.2020 shall be deposited one time in lump sum amount equal to the economic rent of 10 years calculated as per the rates applicable/prevaling on the date of payment, at the time of deposition of initial 25% payment towards land allotment premium.
- (3) In case of existing allottees **to whom plot is allotted** i.e. up to 31.12.2019, the economic rent will be deposited one time in lump-sum equivalent to 10 years rent, in addition to old outstanding economic rent along with interest when allottee approaches for the same. However, the existing allottees would have an option to continue to pay the economic rent on annual basis as per prescribed rate.

Provided that one time payment of economic rent in lump-sum amount will not effect the nature of the title over the plot i.e. the plot would remain always on lease and the lessee shall 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 condition or voluntary surrender of lease.

(Substituted as per IDC decision taken vide item 11 on 03.06.2000, amended vide item (4) of IDC meeting dt. 17.12.2015. Further substituted vide item (4) of IDC meeting dt. 30.12.2019) (Further inserted vide item (4) of IDC meeting dt. 24.03.2022)

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 period, 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'. (Amended vide item (4) of IDC meeting dt. 30.12.2019)

11. EXECUTION OF LEASE AGREEMENT AND ALLOTTEE SHALL ABIDE BY TERMS AND CONDITIONS THEREOF.

- (i) The lease agreement should be executed in Form 'C' within 90 days from the date of entire payment of premium of allotted land. In case, allotment is made on installment basis, lease agreement should be executed in Form 'D' within 90 days from the date of allotment.
- (ii) In case of allotment made for EPIP, SEZ or any other special purpose/project including non-industrial purposes, lease agreement shall be executed between the Corporation and the Allottee in approved format in this regard.
- (iii) Unit Head concerned will have full powers to extend time limit of 90 days for execution of lease agreement after allotment either in Form-C or Form- D including other special type of the lease agreements on payment of Rs. 500/- per month as penalty towards delay in execution of lease agreement.

Provided that no penalty would be leviable towards delay in execution of lease agreement in following cases:

- 1. From the allottee khatedar to whom developed land is allotted in lieu of cash compensation in land acquisition proceedings;
- 2. Plots allotted to State/Central Government Departments/ Corporations / Public Sector Undertakings/ Authorities/Board

(Partially amended vide (9) of IDC meeting held on 21.09.2023)

(amended partially as per IDC decision vide item (2) of meeting dt. 24.08.2018)

- (iv) The Allottee shall be required to submit lease agreement in four copies in the concerned Unit Office for its execution. The Allottee shall abide by the provisions of Rule 26 of these rules for payment of Stamp Duty, if applicable. However, if applicable stamp duty has already been paid by the Allottee through E-challan, then, copy of said challan should be submitted by the Allottee concerned.

- (v) The Allottee shall be required to present the executed Lease Agreement/Supplementary Lease Agreement or any other type of indenture within stipulated period as prescribed under Section 23 and 25 of the Registration Act for its registration to the Sub- Registrar and get it registered on his own expenses and costs as per provisions of Registration Act and Rajasthan Stamp Act, 1998 (as amended) along with rules made there under. Otherwise, the Lease Agreement or any other type of indenture so executed will be treated as cancelled as having no legal force and no rights shall be accrued in favour of Allottee merely on execution of such indenture.
- (vi) 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.
- (vii) The original lease agreement where full payment of premium has been paid will be allowed for mortgaging it subject to satisfaction of the Corporation or will be handed over to the Allottee as per Form-G.
- (viii) In case of allotment made on installment basis, the original lease agreement will be sent to Financial Institution(s) if so desired, with the condition that balance land premium amount and other applicable charges shall be remitted to the Corporation by such Financial Institution(s), if the lessee fails to pay installment(s)/ balance premium amount within stipulated time. In case the Financial Institution does not remit the due amount, the Corporation shall have the right to resume possession of the land after serving 90 days notice in this regard to the concerned Financial Institution(s) irrespective of first charge of the Financial Institution on the demise premises.
- (ix) Provided that in cases where allottee has applied for customized package in BIP, he will produce a certificate from BIP to the Unit head to the effect that their case is under consideration. In such cases, date of signing of lease deed be reckoned from the date of approval of customized package.

Explanation: Penalty towards delay in execution of lease agreement shall be imposed with effect from the date of applicability of amended provision of this rule.

(Inserted as per IDC decision taken vide item 24 on 29.12.1999. Further amended as per IDC decision vide item (11) of meeting dt. 02.02.2018)

Note: Managing Director is authorized to approve new Form of lease agreement for institutional, residential, commercial or for any other type of allotments which are not covered under the above categories of land allotments. However, the IDC will be informed about such lease agreement formats as and when approved by the Managing Director.

(Inserted as per IDC decision vide item (5) of meeting dt. 29.08.2017)

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:

- (a) 5% keenness money in case of industrial plots/10% keenness money in case of non-industrial plots, as the case may be, of cost of land calculated at prevailing rate of allotment of the industrial area concerned along with application form for the land allotment. This amount will be deposited under the head of 'Advance from the Customers' in "Books of Accounts of RIICO". In case of rejection of the application, the amount of keenness money will be refunded without any interest component.

Provided that keenness money will not be applicable in case of plots are allotted to State or Central Government's Department/ Corporation/ Public Sector Undertaking/ Authorities /Board.

- (b) After approval of allotment from the competent authority, offer of allotment of plot will be issued by the Unit Head concerned to deposit the following amount within 30 days from the issue of offer letter of acceptance of application:
- 1% of premium amount as Security Money (minimum ₹ 2,500);
 - One-time Economic Rent (minimum ₹1,000) + applicable GST;
 - Site plan charges + applicable GST; and
 - 25% of premium amount and GST (if applicable) on total premium amount as per applicable rates after adjusting amount already deposited towards keenness money.

Provided that in case of plots offered for allotment to State or Central Government's Department /Corporation /Public Sector Undertaking / Authorities/ Board, the time period to deposit the amount will be 90 days.

- (c) In case, the amount as mentioned in (b) above is not deposited within 30 or 90 days, as the case may be, from the issue of the offer letter or extended period if any, then the offer of allotment of plot shall stand terminated and amount deposited earlier on account of keenness money shall be forfeited without giving any further notice.

Provided that in case of offer of allotment to State or Central Government's Department/ Corporation's/ Public Sector Undertakings/ Authorities/Board's, Managing Director may grant time extension/regularize the delay period upto 90 days from the prescribed period without levy of interest subject to merit of each case.

- (d) The balance 75% premium amount shall be deposited by the allottee within 120 days of land allotment without levy of interest.
- (e) No installment facility will be allowed on outstanding payment

(Amended vide item (2) of IDC meeting held on 12.03.2024), (Partially amended vide agenda item (6) of IDC meeting dated 24.05.2024)

12(2) For land allotment through the process of e-Auction:

- (a) Payment of balance 75% amount of premium will be paid in 11 equal quarterly instalments with interest at rate of interest as decided by the Corporation from time to time. Provided that in case of reserved industrial plots allotted to the SC/ST category entrepreneurs, no interest shall be levied up to the due date of payment of instalments, however, in case of default in instalment payment, interest shall be levied as per rule 12(2)(b)(ii) from due date till date of payment of instalments.
- (b) **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 and 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.
- (c) 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.

Explanation:

The above amendment in the rule will be applicable prospectively for allotment of plot through e-Auction held after 01.08.2020.

(Inserted vide item (Point No. 11 of the Cabinet Order No.74/2020 dt. 22.07.2020) passed by BoD by circulation., Further amended vide item (12) of IDC meeting dt. 24.03.2022)

12(3) (a) Deleted.

(b) Deleted

(As per decision taken by the IDC vide item (4) of its meeting dated 24.03.2022)

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) All allotments/regularizations of strip of land shall be made only for the purpose for which the original plot of the lessee was made.
- (ii) Allotment/Regularization of strip of land/excess land of the plot will be done one time only.
- (iii) In cases where 'strip of land/excess land' has been regularized/allotted on or before 29.09.2023, will be treated as originally allotted plot for the purpose of considering one time allotment/regularization of strip of land/excess land under this rule.
- (iv) In above cases, the allotment/regularization of the strip of land/ excess land shall be made as per the following rates:

S. N o.	Slab	Rate on which strip of land/excess land to be allotted/regularized			Author ity
		Industrial/ Institutional/ Warehousing	Residential	Commercial	
1	In case of the strip of land/excess land falls:	At the original allotment rate along with simple	At the original allotment rate along with simple interest @	At the original allotment rate along with	Unit Head

	(i) Upto 3% of originally allotted area of plot, or (ii) Upto 200 sqm * * whichever is less	interest @ 12% per annum till date of deposition of payable amount. Provided in case of allotment of plot to khatedar in lieu of cash compensation under land acquisition the allotment rate will be considered as the then prevailing rate of allotment of industrial plot.	12% per annum till date of deposition of payable amount. Provided in case of allotment of plot to khatedar in lieu of cash compensation under land acquisition the allotment rate will be considered as twice the then prevailing rate of allotment of industrial plot.	simple interest @ 12% per annum till date of deposition of payable amount. Provided in case of allotment of plot to khatedar in lieu of cash compensation under land acquisition the allotment rate will be considered as then four times of prevailing rate of allotment of industrial plot.	
2	In case of the strip of land/excess land falls in the range of : (i) > 3% <= 10% of originally allotted area of plot, or (ii) > 200 sqm <= 300 sqm whichever is less * *	At the original allotment rate along with simple interest @12% per annum till date of deposition of payable amount. OR * Prevailing rate, whichever is higher.	At the original allotment rate with simple interest @ 12% per annum till date of deposition of payable amount. OR twice the * prevailing rate of industrial plots OR The * Prevailing rate of allotment of the housing colony, whichever is higher.	At the original allotment rate with simple interest @ 12% per annum till date of deposition of payable amount. OR Four time * prevailing rate of industrial plots, whichever is higher.	Unit Head
3	In case of the strip of land/excess land falls in the range of: (i) > 10% of originally allotted area of plot, or (ii) > 300 sqm	Highest auction rate received for nearest size of similar category of originally allotted plot. OR Twice the * Prevailing rate, whichever is higher	To be decided by HO level Reserve Price Fixation Committee	To be decided by HO level Reserve Price Fixation Committee	MD

Note:

1. * In case prevailing rate is not revised in last preceding year then prevailing rate of allotment would be brought to current financial year price level by allocation a weightage of 10% for every financial year;
2. In case auction rate of institutional/warehousing plot is not available, then in such situation, the highest auction rate of nearest size of industrial plot shall be applicable.

3. ** In case area of strip of land is more than 200 sqm, than it will be considered in totality in category at S. No. 2 or 3 as the case may be.
4. *** In case area of strip of land is more than 300 sqm, than it will be considered in totality in category at S. No. 3.
- (v) 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.
- (vi) Before disposing of any strip of land, the building line shall be marked which shall be maintained.
- (vii) No strip of land shall be allotted/ **regularized**/ auctioned, if it **is** endangers the public safety or is against traffic regulation.
- (viii) **No excess land/strip of land will be allotted/regularized in Right of Way (ROW) of road;**
- (ix) **The allotment rate for the purpose of regularization, in case of concessional category entrepreneur, will be the allotment rate without concession;**
- (x) **The sub-divided plot will be treated as original plot for the purpose of calculating strip of land and allotment rate for the purpose of regularization will be the allotment rate at which plot was sub-divided/transferred, whichever is higher;**
- (xi) **In case of regularization of merged plots, the allotment rate would be considered highest rate of allotment amongst the merged plots;**
- (xii) A supplementary lease deed will be executed for the strip of land/excess land allotted/ regularized and the stamp duty **/registration charges** shall be paid by the lessee.

(Amended vide item (17) of IDC meeting held on 21.09.2023) (Withheld during IDC meeting held on 27.03.2024 while noting the minutes of last meeting of IDC dated 21.09.2023)

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

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, along with 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

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

1. The office order for declaring the industrial area as developed/semi-developed will be issued by the Unit Head concerned after approval of the Management of the Corporation. The industrial area shall be considered as developed only after availability of road, water supply, power supply and adequate street light.

(Amended vide item (11) of IDC meeting dt. 14.06.2022)

2. Deleted.

(Note-2 deleted as per IDC decision vide item (2) of meeting dt. 24.08.2018)

(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(a-i) – Unit Heads are authorized to sanction all sizes of water connection from water-supply distribution lines of the Corporation after examining the technical feasibility of size of water connection to the allottees.

However, Advisor (Infra) is also authorized to sanction all sizes of water connection to such allottees who applied for the same in "One Stop Shop" established in BIP.

(Inserted vide item (8) of its meeting held on 21.01.2021)

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 nearest 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 e-auction, service charges shall be levied from the date of plot allotment and shall be paid within 120 days from the date of land allotment for the current financial year. Service charges for the year of allotment shall be charged proportionally for remaining period of the year from the month of allotment. *(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.)* (Amended vide item (4) of IDC Meeting dt. 24.03.2022)

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 an Industrial Areas from the date of declaration of the area as developed or semi-developed, as the case may be. *(Amended vide item (4) of IDC dt. 24.03.2022)*

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
- (f) Establishment of Common Effluent Treatment Plant (CETP). *(Inserted as per IDC decision taken vide item 10 & 10-a on 12.5.81 item 8 on 31.5.88, further amended vide item (21) of IDC Meeting dt. 14.06.2022).*

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 along with 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 the plots allotted/permitted for hotel/motel use, the service charges shall be levied at the rate fixed for industrial plots

w.e.f. 01.04. 2022. Provided that the cases where service charges have already been deposited shall not be re-opened. *(Substituted as per IDC decision taken vide item 30 on 23.09.2002, further amended vide item (20) of IDC meeting dt. 14.06.2022)*

- 15(A)(xv)** The interest on outstanding service charges shall be waived in case of units declared sick by the Competent Authority under law or closed units taken over by RIICO/RFC/other institutions.

Provided that 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) (Further amended vide item (4) of IDC Meeting dt. 24.03.2022)*

- 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 not

withstanding the normal provisions of the relevant rule. In case, the vacant plot is transferred by the allottee Khatedars 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 :

Deleted. (FSC included in the service charges) (Amended vide item (4) of IDC meeting dt. 24.03.2022)

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 setup 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 *
7. For opening of offices of State/Central Govt. Departments

* Subletting of the industrial building for Commercial Warehousing will be allowed to an extent of maximum 50% 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 dt. 12.05.2016 & further partially amended vide item (26) of its meeting dt. 22.10.2020, further amended partially vide item (24) of IDC meeting dt. 27.01.2022)

Note: (1) Sub-letting permission will be allowed for banks and financial institutions (non banking), registered with RBI, in those cases in which the Allottee had got in-principle approval/NOC from the unit office concerned prior to issue of office order dt. 27.05.2016 but final permission could not be issued due to non-payment of required charges and/or due to non

submission of copy of registered rent deed, for maximum period as already agreed with the bank as per agreement subject to payment of one month rent for every year of sub-letting period.

(2) Further renewal or extension of period for sub-letting will be allowed in favour of those allottees of industrial plots who had already obtained permission from the Corporation to sub-let their premises situated on industrial plots for banks and financial institutions (non banking), registered with RBI, for maximum period as already agreed with the bank/financial institution as per agreement subject to payment of one month rent for every year of sub-letting period.

(Inserted as per decision of IDC vide item (5) of its meeting dt. 02.02.18)

16(1)-B Industries Association will be allowed to sub-let the building constructed on the allotted plot for opening of bank and installation of ATM Machine provided that plot has been allotted to the Industries Association on payment of full premium of land i.e. at the rate of allotment of the industrial area concerned. This is further subject to the condition that prior permission for construction of building for this purpose has been taken by the Association from RIICO and shall pay one month rent to RIICO as agreed between the parties for each year of sub-letting as per rule.

(Inserted as per decision of IDC vide item (5) of its meeting dt. 12.12.2018)

16(1)-C 1. **Lessee/sub-lessee**, of an industrial plot may sublet part plot/constructed building not exceeding 50% of the plot area with prior approval of Committee headed by the Managing Director comprising of Advisor (Infra), Controlling Officer of BP Cell & Technical Cell, STP (Member Secretary) and concerned Unit Head as members in accordance with norms of the concerned statutory bodies for the following supportive uses;

- (a) Petrol Pump (Retail outlet/LPG Godown to IOC, BPCL, HPCL, Private Oil Companies (like Reliance etc.) or licensees of these Companies.
 - (b) CNG/LNG Station
 - (c) Gas Receiving Terminal Station (RT Station)
 - (d) Basic Telecom/Cellular Phone Services Certification Centers/ R&D Centers/ Testing laboratory, related to industries.
2. Such approval will be subject to condition that **Lessee/sub-lessee**, should have set up industrial unit on the plot and on payment of Lump-sum charges @ two times of prevailing rate of allotment of the industrial area concerned.
3. The **lessee/sub-lessee** after approval shall submit copy of registered rent agreement duly executed with Tenant mentioning the condition that tenant shall abide by RIICO Disposal of Land Rules, 1979 and also submit copy of permission/license of concerned Authority in case of CNG/RT Station/ Petrol Pump/Cellular Phone Services within a period of 120 days from the date of issuance of such approval.

In case **lessee/sub-lessee** fails to submit copy of registered rent agreement duly executed with tenant along with requisite permission/license of the concerned authority within 120 days then permission for sub-letting may be

withdrawn by the Managing Director and deposited amount will be refunded without interest after deducting 10% amount.

(Inserted vide item (26) of its IDC meeting held on 22.10.2020, further amended vide item (16) of IDC meeting dt. 21.01.2021)

(Partially amended vide item (13) of IDC meeting held on 21.09.2023) (Withheld during IDC meeting held on 27.03.2024 while noting the minutes of last meeting of IDC dated 21.09.2023)

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/ building and part(s) of building for the purpose it is allotted/permitted for. *(Inserted as per IDC decision taken vide item 5 on 14.2.2001 and vide item 8 on 21.10.2005, further amended vide item (16) as per decision of IDC meeting 24.08.2018).*

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, no transfer fee will be charged. *(Amended vide item (4) of IDC Meeting dt. 24.03.2022).*
- (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. RII
- (viii) CO will be free to recover it from either party.
- (ix) RIICO will not be responsible for providing any extra infrastructure support or services to sub-lessee.
- (x) 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.
- (xi) No extra ground coverage, height or FAR will be permissible on account of sub-leasing.
- (xii) 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.
- (xiii) RIICO will not be answerable to any disputes arising between lessee and sub-lessee.
- (xiv) Any other conditions which may be prescribed by the Corporation.

(Amended as per IDC decision taken on 05.7.2004)

16(5). Providing land on rent cum license basis for establishment of a Dairy Booth in the service area of RIICO Industrial Areas:

रीको औद्योगिक क्षेत्रों में सरस दुग्ध विक्रय केन्द्र (डेयरी बूथ) स्थापित करने हेतु भूमि किराया अनुज्ञप्ति के आधार पर दिये जाने की नीति:

रीको औद्योगिक क्षेत्रों में सरस दुग्ध विक्रय केन्द्र (डेयरी बूथ) स्थापित करने हेतु भूमि किराया अनुज्ञप्ति के आधार पर दिये जाने की नीति

1. **भूमि किराया अनुज्ञप्ति आधार पर दिये जाने का उद्देश्य:**
भूमि किराया अनुज्ञप्ति आधार पर डेयरी बूथ की स्थापना हेतु दी जावेगी एवं भूमि का स्वामित्व रीको का होगा।
2. **भूमि किराया अनुज्ञप्ति आधार पर दिये जाने से सम्बन्धित प्रक्रिया:**
 - (i) प्रत्येक औद्योगिक क्षेत्र में उपलब्ध सर्विसेज हेतु नियोजित/आरक्षित रिक्त भूमि में एक डेयरी बूथ हेतु सरस दूध एवं दुग्ध उत्पादों की सम्पूर्ण श्रृंखला के भण्डारण एवं कोल्ड चेन की सुनिश्चितता हेतु अधिकतम 8 x 8 फीट का स्थान इकाई कार्यालय स्तर पर इस प्रकार से चिह्नित कर नियोजित किया जायेगा जिससे कि सर्विसेज की भूमि की उपयोगिता बाधित ना हो। एक औद्योगिक क्षेत्र में एक से अधिक डेयरी बूथ स्थान नियोजन के लिए न्यूनतम 200 मीटर रेडियस दूरी का मापदण्ड लागू होगा।
 - (ii) डेयरी बूथ की स्थापना हेतु उपरोक्तानुसार चिह्नित/नियोजित स्थानों की सूचना मय औद्योगिक क्षेत्र के नक्शों में दर्शाते हुए सम्बन्धित जिला दुग्ध उत्पादक सहकारी समिति लि० को इकाई कार्यालय द्वारा दी जावेगी।
 - (iii) भूमि किराया अनुज्ञप्ति आधार पर सम्बन्धित जिला दुग्ध उत्पादक सहकारी समिति लि० को दी जावेगी।
 - (iv) भूमि किराया अनुज्ञप्ति आधार पर एक बार में अधिकतम 15 वर्ष की अवधि के लिए दी जावेगी एवं इस अवधि की समाप्ति के पश्चात किराया अवधि निगम की शर्तों पर समय समय पर बढ़ाई जा सकेगी।
 - (v) भूमि किराया अनुज्ञप्ति आधार पर दिये जाने से पूर्व जिला दुग्ध उत्पादक सहकारी समिति लि० द्वारा प्रत्येक डेयरी बूथ हेतु रुपये 5000/- की अमानत राशि रीको इकाई कार्यालय में जमा करानी होगी। जो कि डेयरी बूथ का संचालन शुरू करने के दो वर्ष पश्चात् सम्बन्धित जिला दुग्ध उत्पादक सहकारी समिति लि० को बिना ब्याज राशि के लौटाई जावेगी।
 - (vi) जिला दुग्ध उत्पादक सहकारी समिति लिमिटेड द्वारा प्रत्येक बूथ आवंटन 15 वर्ष की अवधि के लिए एक मुश्त किराया जमा कराना होगा जिसकी गणना रीको द्वारा निम्नानुसार की जावेगी:-
 - (1) डेयरी बूथ के लिए किराए की गणना हेतु भूमि का मूल्य सम्बन्धित औद्योगिक क्षेत्र की प्रचलित दर से दो गुना माना जावेगा।

- (2) वार्षिक प्रतिफल बिन्दु संख्या (1) के अनुसार गणना की गई भूमि मूल्य का 10 प्रतिशत प्रति वर्ष के रूप में लिया जावेगा।
- (3) उपरोक्त मानदंड (1) एवं (2) के आधार पर गणना किया गया किराया अधिकतम रुपये 2,000/- प्रतिमाह से अधिक देय नहीं होगा।
- (4) उपरोक्त मानदण्डों के आधार पर गणना किए गए किराए में हर तीन वर्ष में 10 प्रतिशत की वृद्धि की जावेगी। तदनुसार ही मासिक किराये की अभिवृद्धि होकर गणना की जावेगी।
- (5) किराया राशि पर देय जीएसटी भी जिला दूध उत्पादक सहकारी समिति लिमिटेड को जमा करानी होगी।
- (vii) प्रत्येक डेयरी बूथ के लिए जिला दुग्ध उत्पादक सहकारी समिति लि0 द्वारा निगम के साथ किराया नामा निष्पादित करना होगा एवं स्वयं के खर्च पर रजिस्टर्ड कराना होगा।
- (viii) डेयरी बूथ के लिए दी गई अनुज्ञप्ति अहस्तान्तरणीय होगी।
- (ix) डेयरी बूथ हेतु किराया अनुज्ञप्ति पर दी गई भूमि पर जिला दुग्ध उत्पादक सहकारी समिति लिमिटेड/डेयरी बूथ एजेन्ट द्वारा निर्धारित नियम/शर्तों की अनुपालना नहीं करने पर भूमि की अनुज्ञप्ति निरस्त की जा सकेगी।
- (x) जिला दुग्ध उत्पादक सहकारी समिति लिमिटेड से प्राधिकृत डेयरी बूथ संचालक द्वारा प्रतिबन्धित पदार्थ तथा बीडी, सिगरेट, गुटखा एवं जर्दा इत्यादि की बूथ पर भण्डारण/प्रदर्शन एवं बिक्री किये जाने पर किराया अनुज्ञप्ति निरस्त कर दी जावेगी।
डेयरी बूथ पर बिक्री योग्य उत्पादों की सूची परिशिष्ट-‘1’ पर संलग्न है।
- (xi) जिला दुग्ध उत्पादक सहकारी समिति लि0 से प्राधिकृत डेयरी बूथ संचालक द्वारा किराया अनुज्ञप्ति आधार पर दिये गये स्थान के अलावा किसी प्रकार का अनाधिकृत कब्जा नहीं किया जावेगा एवं साफ सफाई की व्यवस्था सुनिश्चित की जावेगी एवं बूथ पर एक डस्टबिन रखना अनिवार्य होगा।
- (xii) भविष्य में यदि अपरिहार्य कारणों से डेयरी बूथ हटाना/स्थानान्तरण करना अपेक्षित हो तो यथेष्ट कार्यवाही निगम सतर पर की जायेगी। उपयुक्त स्थान पर स्थानान्तरण करने की स्थिति में जिला दुग्ध उत्पादक सहकारी समिति लि0 द्वारा स्वयं के खर्च पर संशोधित किराया नामा निष्पादित करवाना होगा।
- (xiii) डेयरी बूथ का संचालन किराया अनुज्ञप्तिधारक से प्राधिकृत व्यक्ति को ही करना होगा एवं डेयरी बूथ को सब-लैट करने पर किराया अनुज्ञप्ति निरस्त की जा सकेगी। डेयरी बूथ संचालन हेतु प्राधिकृत व्यक्ति को स्वयं का परिचय पत्र/एड्रेस प्रूफ एवं जिला दुग्ध उत्पादक सहकारी समिति लि0 द्वारा जारी प्राधिकृत आदेश की प्रमाधित प्रति निगम में जमा करनी होगी।
- (xiv) जिला दुग्ध उत्पादक सहकारी समिति लिमिटेड द्वारा बूथ का संचालन बंद कराये जाने की स्थिति में निगम द्वारा किया गया किराया अनुज्ञप्ति स्वतः ही निरस्त माना जावेगा।
सम्बन्धित जिला दूध संघ आवश्यकतानुसार आवंटित डेयरी बूथ के सब-लाइसेंसी (बूथ संचालक) को बदलने हेतु प्राधिकृत होगा।।
- (xv) भविष्य में प्रशासनिक कारणों यथा ट्रेफिक जाम या डेयरी बूथ के कारण अवरोध विशेष की स्थिति में इकाई प्रमुख की अभिशंका पर किराया अनुज्ञप्ति निगम द्वारा प्रत्याहरित किये जाने का अधिकार सुरक्षित रहेगा।

(Modified vide item (21) of IDC meeting held on 21.09.2023) (Withheld to the extent of rent to be recovered from RCDF towards Dairy Booths during IDC meeting held on 27.03.2024 while noting the minutes of last meeting of IDC dated 21.09.2023. This withheld order was withdrawn vide item (7) of IDC meeting held on 30.07.2024 and partial modification made)

17. (A) Un-Utilized Land

(B) Sub-Division of allotted plot & after transfer of Sub-Divided Plots

(C) Merger/de-merger of Plots

(D) Delegation of Powers

(E) Sub-division of large size industrial plots

17- (A): Unutilized Land:

Corporation reserve the rights to resume and vest the unutilized or surplus allotted land/plot on expiry of the prescribed/extended time period allowed for commencing activity for which land is allotted.

Such unutilized land identified and which can be re-planned by

Corporation keeping in view the access to the land, would be deemed to have come into possession of Corporation on giving a 90 days notice to the allottee and also to the Financial Institution, if the land is mortgaged to such Institution. The premium of land 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.*

(Amended vide item (4) of IDC meeting dt. 24.03.2022)

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, sub division 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)

Explanation1: Sub-division of large size plots i.e. having area 10,000 sqm and above is also permitted under this Rule.

Explanation2: Rebate given to allottee at the time of allotment for large size industrial plot shall not be recovered from the allottee (s) at the time of allowing sub-division of plot under this Rule. The cases decided earlier shall not be reopened nor the rebate amount recovered shall be refunded. (i)-(A) Transferee of utilized industrial plots will also be required to commence production activity to qualify for sub-division of plot under this rule. This rule shall be applicable with prospective effect.

(Inserted vide item (17) of the IDC Meeting dated 27.09.2021)

- (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 sub-division of transferred sub-divided plot will not be permitted.

Provided that subsequent sub-division of the transferred sub-divided plot may be permitted if sub-divided plot/land is proposed to be transferred and merged into adjoining plot for the purpose of expansion related activities of the existing unit on adjoining plot.

(Amended vide item (12) of IDC meeting 22.10.2021)

- 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 500sqm.
- 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, provided that after merger, the size of plot is

500 sqm. or more and the size of the remaining part of the subdivided plot is also 500 sqm. or more. The merged plot shall not be treated/counted as a sub-divided plot on account of the merger. (Substituted as per approval of IDC w.r.t item 39 of its meeting held on 18.2.11. Further substituted as per approval vide item (4) of IDC meeting 30.04.2018)

- g) Sub division charges

Sub division charges will be levied at 2% of the prevailing rate of allotment of concerned Industrial Area as under:

- On the entire plot area, if sub-division is proposed in four parts (upto maximum limit) in one go.
 - On the sub-divided area, if sub-division of original plot is proposed in phases.
- (h) The condition/stipulation mentioned at (a), (b) & (c) above will be relaxed in such specific cases of sub-division of allotted plots affected by way of WILL of the deceased allottee concerned or due to any court order.

Provided such sub-division cases will be considered by a Committee

comprising of Sr. RM (P&D), Manager (Plan)/ DTP, Controlling Unit Manager, headed by Advisor (Infra).

- (i) Plots existed as on 1.5.08 will be treated as original plots and

Note:

sub-division will be allowed as per present sub-division policy.

Provided that sub-division in such cases shall be considered by the committee constituted under sub rule (h) of this rule.

(modified as per office order no. IPI/P-6/policy/1/2012 dt. 08.09.2020)

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 plot sub division cases 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 sub-divided plot as at 17 (B)-(ii)-c above, norms adopted by JDA/relevant local bodies in respect of minimum size of residential plot will be followed.

(modified as per office order no. IPI/P-6/policy/1/2012 dt. 08.09.2020)

- (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) However, such plots that were reconstituted after allotment through merger and thereafter sub divided, will be permitted for subsequent sub division if the same is done for the purpose of restoring the plots to the original shape and size as allotted initially by the Corporation. (Inserted as per IDC decision vide item (4) of its meeting dt. 30.04.2018)

(modified as per office order no. IPI/P-6/policy/1/2012 dt. 08.09.2020)

- (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 sub-divided 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.

17-(B) 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 sold/transferred and also seeking amendment in original Lease Agreement, for reduce area (area to be retained by the Lessee), transfer fee shall be leviable @ 1% 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.

Provided further that in cases of transfer of plot by the lessee in EPIP who has commenced production activity without fulfilling minimum 33.33%

export commitment condition as per rule 6 of RIICO Disposal of Land Rules, 1995 for EPIP then the applicable rate of transfer fee will be higher by 1%.

(Inserted vide 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.) (Inserted vide item (16) of IDC meeting held on 12.12.2022)

- iii) If the industrial plot has been initially allotted for manufacturing of a product having requirement of minimum 20% built up area with roof and subsequently allottee switched over to other product/industry before commencement of production in which there is either:
 - (i) No requirement of 20% built up area for considering utilization of the plot as per rule 21.3.1 (C), or;
 - (ii) In which 20% built up area is assessed including open or covered area being utilized by the allottee as mentioned in rule 21.3.1 (B), rule 21.3.1 (D), or;
 - (iii) In case of allotment of land in which plot may be treated as utilized on commencement of activity for which plot is allotted irrespective of percentage of covered area as per rule 21.3.6 of RIICO Disposal of Land Rules, 1979, then in such cases:
 - (1) Sub-Division of allotted land/plot may be permitted after 5 years from the date of commencement of production and transfer fee will be levied as prescribed in rule 17-(B)(2) of RIICO Disposal of Land Rules, 1979.
 - (2) In case of sub-division of allotted land/plot takes place prior to above said period, transfer fee for transfer of sub-divided plot will be charged at par with transfer fee of vacant plot under rule 18(b) of RIICO Disposal of Land Rules, 1979.

(Inserted vide agenda (12) of IDC meeting held on 21.09.2023 (Withheld during IDC meeting held on 27.03.2024 while noting the minutes of last meeting of IDC dated 21.09.2023)

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 dt 20.12.2014)

- (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 17-C: 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/de-merger of allotted plots:

1. Allotted land/plots would be deemed to be merged by Unit Head if merging land/plots are vested with same entity either by way of sale, assignment, gift, allotment, acquisition, amalgamation or by virtue of any order of Court of Law subject to following conditions:-
- (a) Allottee shall pay lump-sum charges @ 1% of the prevailing rate of allotment of the industrial area concerned for the total area of land/plots being merged.
- (b) In case all the merging plots are vacant and having different due dates for utilization then due date of utilization of plot constituted after merger of plots may be the due date of the plot which is to be utilized at the earliest.
- (c) In case any one or more merging plots are already utilized and being merged with the vacant plot(s) then due date of utilization of plot constituted after merger of plots will be the due date of utilization of vacant plot which is to be utilized at the earliest, if the condition of minimum built up area requirement as per rule is not getting fulfilled for the constituted plot area.

Provided that in case of merger of two or more industrial plots, if adjacent plot(s) was/were either allotted or purchased subsequently for expansion of the already existing unit for the same category (red/orange/green/white) of product but could not get approval of the Corporation for merging of the plots earlier, then, in such cases, plots so utilized, would be treated as deemed merged. However, this deemed merger would be effective from the date of allotment/purchase of the adjacent plot(s) subsequently, subject to the condition that minimum built up area as per requirement of the rules prevalent on the date of allotment/purchase by considering the total area of plots constituted after deemed merging of such plots and also on payment of charges as per 1(a) above.

Provided further, in case of non-fulfilment of the condition of minimum built up area as mandated in rules, then, in such cases, due date for utilization of the plots constituted after merging shall be the due date of utilization of the plot(s) which was subsequently allotted/purchased.

(Inserted vide Resolution No. 01/2022 of IDC Meeting 07.04.2022 by circulation)

- (d) For the purpose of merging the plot(s), land/plots should have been allotted/permitted by the Corporation only either for manufacturing of same category (Red/orange/green/white) of product or for the purpose of commencement of same activity, as the case may be.

(Inserted vide Resolution No. 01/2022 of IDC Meeting 07.04.2022 by circulation)

2. De-merger of allotted plot constituted by clubbing of adjacent plots/by merging of allotted plots will be allowed by the Unit Head in one go or in phases subject to the following conditions;
 - (a) The allottee should have already utilized the plot.
 - (b) De-merger of plot requested by the allottee is in accordance with the original planning of the plot existed at the time of clubbing/merger of plots.
 - (c) The allottee will pay de-merger charges @ 2% of the prevailing rate of allotment of the industrial area concerned, as under;
 - (i) On the entire plot area, if de-merging is proposed in one go.
 - (ii) On the area of plot(s) being de-merged, if de-merging of plot is proposed in phases.
3. In case of transfer of leasehold rights of de-merged plot(s), the de-merged plot may be allowed on payment of transfer fee on the lines of provision under rule 17-B for transfer of leasehold rights of sub-divided land/plot.
4. The demerger of the merged plots will be treated at par with sub-division of plot and the demerged plot will be treated as sub-divided plot; hence, further sub-division of demerged plot will not be allowed.

(Item 20 dt 20.12.2014) (Amended vide item (5) of IDC meeting dt. 27.09.2021)

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 **Rule 17-(B)-(ii)-(h)& (i)**.

(modified as per office order no.IPI/P-6/policy/1/2012 dt. 08.09.2020)

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

Deleted.

However, in those cases in which final permission has already been granted at competent level and sub-division plot has been approved, shall be dealt in accordance with the pre-existing rule.

(Deleted vide item (11) of IDC meeting held on 04.11.2024)

above infrastructure development.

(Inserted vide item (7) of IDC meeting held on 14.02.2023)

- (i) 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.
- (ii) 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).
- (ix) (A) The date of intimation by the Lessee to the Unit Office concerned regarding completion of infrastructure facilities may be considered as the date for the plot(s) as 'developed' subject to the approval of the Land Planned Committee (LPC) for 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) Deleted
(Deleted vide item (17) of IDC meeting dt. 27.09.2021)
- (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) Deleted.
(Deleted vide item (17) of IDC Meeting dt.27.09.2021)
- (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) Deleted. *(Deleted vide item (17) of IDC meeting dt. 27.09.2021)* (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.
- (xv) (A)(i) The sub-lessee shall complete construction and start production activity on the sub-divided plot within a period of 3 years from the date of transfer of plot. The period of 3 years shall be reckoned from the date of registered sub-lease deed in favour of sub-lessee for this purpose. Provided that in case sub-divided plot is sub-leased to sub-lessee prior to development of infrastructure facilities on the plot by the lessee, then above period of 3 years would be reckoned from the date of declaring the plot as 'developed'.
- (ii) In case of failure of the sub-lessee to start production activity on the plot within stipulated period then time extension beyond stipulated period may be allowed as per rule 23-C of RIICO Disposal of Land Rules, 1979.
- (iii) In case, where specific time period for commencement of production activity has already been mentioned in the transfer letter issued by unit office then the same shall be adhered to. However, in cases where no time period has been specified in the transfer letter/sub-lease agreement then in such cases sub-lessee(s) shall be allowed time period for commencement of production activity as per clause (i) above from the date of intimation by the unit.
(Inserted vide item (3) of IDC meeting dt. 25.08.2021)
- (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 $\geq$ 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.

(Inserted as per item 19 of the meeting held on 29.05.2012, further amended as per item 6 of the IDC Meeting dt. 13.05.2014)

18. TRANSFER OF PLOT AND CHANGES IN CONSTITUTION

(a) Transfer defined:

- (1) 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.
- (2) However, henceforth vacant/un-utilized plot will not be permitted for transfer except, if the allotted vacant plot is conveyed through registered conveyance deed or any other registered indenture before utilization of plot prior to 04.04.2025.

Explanation:

1. Vacant plot means the plot in which there is no construction on the plot and even where boundary wall or watchmen room or factory block upto the plinth level has only been constructed.
2. Un-utilized plot means the plot which has not been utilized as per Rule 21 of RIICO Disposal of Land Rules, 1979.

(Amended vide item (17) of IDC meeting dated 03.03.2025)

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)

(a-v) : Transfer of plots in SEZ Area:

In case, assets and liabilities are being allowed to be transferred under Rule 74(A) of SEZ Rule-2006 by Development Commissioner, SEZ in favour of the transferee for a particular plot in SEZ area, then leasehold rights of such plots may also be considered for transfer in favour of such transferee subject to comply with other provisions of RIICO Disposal of Land Rules, 1979 and on payment of applicable transfer fee as per Rules. (Inserted as per item (12) of IDC meeting dt. 25.08.2021)

18(b) Transfer Fee:

- (i) Transfer fee for transfer of industrial and institutional plots wherein the transfer of the plot is affected after utilization will be levied at 1% of the prevailing rate of allotment of the industrial area concerned.

Provided that in cases of transfer of industrial plot by the lessee in EPIP who has commenced production activity without fulfilling minimum 33.33% export commitment condition as per rule 6 of RIICO Disposal of Land Rules, 1995 for EPIP then the applicable rate of transfer fee will be higher by 1%.

(Inserted vide item (16) of IDC meeting held on 12.12.2022)

(i-a) Deleted

(Amended vide item (7) of IDC Meeting dt. 24.03.2022)

(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 **and institutional 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 **vacant plot**.

(b) Fresh security deposit has to be made by the transferee in whose favour the leasehold rights of the **vacant plot is transferred**.

(c) Deleted.

(Inserted vide item (4) of IDC Meeting dated 24.03.2022)

(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 subrule.

(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 by the transferee of plot, transfer fee will be levied as per rule 18 (b) (i). (Inserted as per item (6) of IDC Meeting dt. 17.12.2015, further amended vide item (11) of IDC meeting dt. 14.06.2022)

(vii) In case of transfer of plot/land from the allottee company to a new company, where the allottee company holds 100% shareholding in said new company, then, transfer fee will only be levied 25% (¼) of the transfer fee to be payable in normal transfer.

Provided that in case shareholding is diluted from 100% or plot/land is transferred before coming into production then rebate of 75% allowed in transfer fee shall be recovered along with applicable interest.

(Inserted as per item (7) of IDC Meeting dt. 24.03.2022)

Note deleted vide item (11) of IDC meeting dt. 14.06.2022)

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/ Limited Liability Partnership (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.

(misprinted provision corrected vide O/O IPI/P-5/2014/69/648 dt. 11.07.2018)

- (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/Unlisted Public Limited Company converts into Limited Liability Partnership in accordance with provision of LLP Act, 2008 subject to the condition that the all share holders of the company converting into LLP shall be the partners of the LLP and no one else.

The rectification in the said rule shall be applicable w.e.f. 05.01.2015.
(Amended vide item (4) as per IDC meeting dt. 24.08.2018)

- (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.

- (viii) If transfer of leasehold rights of land allotted to the Trust/Society for setting up CETP is allowed in favour of SPV, to be formed as per norms of RSPCB. (Inserted as per IDC decision vide item(4) of its meeting dt. 28.04.2017)

(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"- Please refer definition under rule 2(i)
- (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 Unit Heads are fully authorized to permit change in constitution and transfer of land under this rule. .

(Partially amended vide item (4) of IDC Meeting dt. 24.03.2022)

- (xi) The allottees seeking / informing changes in the constitution of firms/companies or transfer of plot shall submit the letter along with 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 be given same status as a purchaser of a general plot. Transfer and subsequent transfer of such land/plot shall be permitted as per general provisions of RIICO Disposal of Land Rules, 1979 (as amended from time to time) (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, further amended vide item (13) of IDC meeting dt. 14.06.2022).

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 plot with vacant plot:

1. Managing Director of the Corporation may approve the exchange of allotted industrial plot with an alternative industrial plot in the same industrial area irrespective of allotment through e-Auction process subject to fulfillment of following stipulations:
 - (a) Physical possession of the allotted plot could not be taken by the allottee free from encumbrances due to the following reasons:
 - (i) Plot (fully/partly) planned on the land of left out kahasra or land is not belonging to RIICO.
 - (ii) Stay by Court
 - (iii) Plot planned on type of land falling under restricted category.
 - (iv) Approach road not available.
 - (v) Plot is lying below HT power line corridor area which cannot be shifted and the plot is also not utilized for want of exchange.

2. In case plot of equivalent area is not available for exchange then the allottee may be given offer for exchange with available vacant plot which may be either bigger or smaller in area as comparison to the allotted plot. In this situation, the allottee shall be required to pay premium for excess land/strip of land as per rules and in case of short area, premium of short area shall be refunded to the allottee as per rules.
3. In case vacant planned plot of size as per sub-rule (2) above is either not available or cannot be made available by re-planning in the same industrial area then exchange of allotted plot will not be considered in other industrial area and in such cases deposited money shall be refunded to the party along with interest as per rules.
4. Effective date of allotment of plot in such cases of exchange of plot shall be reckoned from the date of handing over the possession of exchanged plot.
5. Service charges in such cases shall be leviable from the effective date of allotment as per rules. However, service charges deposited earlier up to the date of handing over possession of exchanged plot shall not be refunded/adjusted. Further, the allottee shall pay economic rent as per rules.
6. The allottee shall bear the expenses towards stamp duty and registration charges if payable for execution of deed for cancellation of earlier executed lease agreement/for new lease agreement and for supplementary exchange deed, if any, as the case may be.
7. In cases where there are outstanding dues towards premium of land then same shall have to be deposited with interest prior to exchange of plot.

(inserted vide item (24) of IDC meeting held on 21.09.2023) (Withheld during IDC meeting held on 27.03.2024 while noting the minutes of last meeting of IDC dated 21.09.2023)

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

Deleted (Amended vide item (24) of IDC meeting held on 21.09.2023)

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

Deleted (Amended vide item (24) of IDC meeting held on 21.09.2023)

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

- (i) In case of cancellation of allotment or surrender of allotted plot by the lessee, as the case may be, deduction shall be made, from the land premium/land cost deposited by the Lessee, @ 5% of the prevailing rate of allotment of the industrial area concerned. **Whereas** any rebate was allowed on allotment, the interest on the rebate amount shall also be recovered from the land premium/land cost deposited by the Lessee @ 9% simple interest, till the date of surrender/cancellation of allotment of plot.

Provided, the interest already deposited by the allottee, if any, shall not be refunded.

(ii)

(a) Refund to concerned party will be made through NEFT/RTGS/any electronic mode, and the debit from RIICO's bank account will be considered as refund to concerned party

(b) In case, if the bank detail of concerned party is not available with the Corporation, then refund of amount will be made through cheque by the **Unit Head** concerned. Further, cheque will be sent by Registered A.D. Post/Speed Post which shall be treated as refund of amount under the RIICO Disposal of Land Rules, 1979 to the concerned party irrespective of non – encashment or returning of the cheque/amount to the Corporation for any reason whatsoever.

(Partially amended vide item (15) of IDC meeting held on 04.11.2024)

(iii) The money shall be refunded 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.

(Partially amended vide item (7) of IDC meeting held on 21.09.2023) (Withheld rule 18(g) (ii) (b) during IDC meeting held on 27.03.2024 while noting the minutes of last meeting of IDC dated 21.09.2023)

(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)*

The term allotted plot shall also include 'acceptance of option of allotment of developed land' and 'issue of reservation letter' against the option for allotment of developed land in lieu of cash compensation. *(Inserted as per IDC decision vide item 15 of its meeting dt. 24.08.2018)*

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 bhookhand 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:

- 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.
- 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

Refer Point No. 13 of Form-'E' of RIICO Building Regulations.(Amended vide item (11) of IDC meeting.

19A Issue of NOC for cases under Chief Minister's Jan Awas Yojna-2015 (CMJAY-2015), as amended on 03.04.2017.

NOC will be issued for the cases covered under provision 1C (i) & 1C (ii) of CMJAY-2015 as amended on 03.04.2017 and subsequent amendments from time to time.

The procedure for issue of NOC under provision 1C (i) & 1C(ii) will be as per Form-'M' and Form-'N' respectively, appended to the Rules.

(Inserted as per IDC decision vide item (2) of its meeting dt. 13.10.2017)

Note: Managing Director is authorized to make changes, if any, in the approved Annexure-A, B & C of Form- M & N appended to the rules.

(Inserted as per IDC decision vide item (6) of its meeting dtd. 08.12.2017.)

20. BUILDING REGULATIONS

In erection of factories and buildings, the lessees shall comply with the RIICO 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 Unit Head of the Corporation.

(Amended vide item (11) of IDC Meeting.

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. Unit Heads 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.

(Partially amended vide item (4) of IDC Meeting dt. 24.03.2022)

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).
20001sqm to 50000 sqm	Land Plan Committee (LPC) headed by MD and comprising of Executive Director (whenever posted), Advisor(Infra), Controlling Officer of Town Planning Cell, concerned unit head as members <i>(Modified as per decision of BoD vide item(15&18) of its meeting dt. 20.07.2021)</i>
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 i. Commercial complex (Shops & Offices) ii. Hotel iii. Cinema iv. Multiplex	2 times the prevailing rate of allotment of industrial area concerned irrespective of category of industrial area.

S. NO.	From	To	Conversion charges
		v. Petrol pump and filling station (Petrol/Diesel/Gas) vi. Hostel (For Kota Only)	
		B. Commercial i. Warehousing and Logistics/ commercial warehousing on full allotted plot ii. LPG Cylinder Godown on full plot (Partially amended as per item (4) of IDC meeting dt. 13.2.16)	0.50 times the prevailing rate of allotment of industrial area concerned irrespective of category of industrial area.
		iii. Weigh bridge (Amended vide item (18) of IDC meeting 11.5.2015)	0.75 times the prevailing rate of allotment of industrial area concerned irrespective of category of industrial area.
		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

S. NO.	From	To	Conversion charges
			of the industrial area concerned,
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)	Another Institutional use (i) Hospital/Nursing Home (ii) Other than Hospital/ Nursing Home	0.75 time the prevailing rate of allotment of industrial area concerned. 0.10 times the prevailing rate of allotment of industrial area concerned
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.

Further, CMD is authorized to raise the above ceiling upto 20% for such saturated industrial areas (except those areas which were notified under the Industrial Park Scheme-2002 and period of tax holidays is not elapsed) in which non-industrial use has crossed 13% of the total scheme area, on case to case basis, based on the location, proximity to urban areas, and the industrial and non-industrial activities within and around the industrial area concerned.

(partially amended as per BoD decision vide item (20) of meeting dt. 25.06.2020)

- (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 maybe 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 Land Plan Committee (LPC) headed by MD comprising of Executive Director (whenever posted), Advisor (Infra), Controlling Officer of Town Planning Cell and concerned Unit Head as members.

(Modified as per decision of BoD vide item (15&18) of its meeting held on 20.07.2021)
- (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 20-C-A(xix) 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 along with 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)

- (xvi) 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 50% 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 of dt 13.5.14 and item 16 dt 07.10.2014 and item 15 dt 20.12.2014)

(D) Mixed Land Use :

i. Nature of Case	ii. Recoverable charges
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	• 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 UTILIZATION OF THE ALLOTTED PLOTS:

1. Unless it is not specifically provided in any other rule of RIICO Disposal of Land Rules, 1979, the allottees shall be required to start commercial production/activity within two years from the date of handing over possession of the plot or deemed possession, as the case may be, without taking into consideration as to whether the industrial area has been declared developed or not, provided the Environment Clearance is not required as per law.

In other cases, where Environmental Clearance is required as per law, the allottees shall be required to start commercial production/activity within three years from the date of handing over possession of the allotted plot or deemed possession, as the case may be, without taking into consideration as to whether the industrial area has been declared developed or not.

Provided further, this time period shall not be applicable to the allotment of land/plot to the khatedars in lieu of cash compensation under land acquisition. However, the transferee of the plot/land who has purchased the vacant plot/land from such khatedar will be required to utilize the plot/land within two years' time period from the date of transfer of plot by the khatedar in cases where Environment Clearance is not required and in 3 years in other cases.

For the plots already allotted or allotment of plots for which bid process has been started prior to **04.04.2025** in such cases, allottee would be required to complete the construction and commence production/activity within the time period prescribed in the prevailing rules at the time of allotment.

(Amended vide item (18) of IDC meeting dated 03.03.2025).

2. In the case of development of Clusters by a Private Developer, the time period for development shall be in accordance with the policy provided under Form-J appended to the Rules.
3. Minimum built up area for the purpose of considering utilization of the allotted plot/land shall be as under:

3.1 Industrial Plot:

- (A) **30%** of the plot area on ground or **permissible BAR** for the allotment of plots.

For the plot which has already been allotted or allotment of plots for which bid process started prior to **04.04.2025**, in such cases, minimum built-up

area of 20% on the plot will continue to remain in effect.

(Amended vide item (18) of IDC meeting dated 03.03.2025)

- (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:
- (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 Gamla & Jali products.
 - (c) Wool Processing Industries.
 - (d) Mineral Grinding Units.
 - (e) Salt Grinding Units.
 - (f) Fly Ash based Industry.
 - (g) Bio-Mass based Power Plant.
 - (h) Herbal Extract Purified Derivatives Bulk Drugs projects
 - (i) Dal Mill Udyog
 - (j) Pesticides formulation and ferrous sulphate units
 - (k) Fabrication of towers.
 - (l) Agro Fuel Coal bricks
 - (m) Paper Board Industries.
- (C) Milk Chilling unit will be considered in production even with the built-up area less than 20% of the plot area.

Explanation

- 1: The relaxation in minimum 20% construction area requirement for the above type of industries will be applicable with retrospective effect. However, the cases wherein retention charges have already been deposited shall not be reopened.
 - 2: In cases where assessment of open area being utilized for stockyard purpose to consider unit in production in back date if not established on the basis of documentary proofs as may be submitted by the allottee, in such cases fulfillment of minimum built up area requirement of 20% shall be considered on the date of issue of order for the respective product.
- (D) In case of following industrial units in which substantial plot area is utilized for plant and machineries and storage tank without roof, the requirement of minimum 20% built up area with roof may be assessed by taking also into account the area being utilized for plant and machineries and storage tank without roof:

- (i) Cement Plant
 - (ii) Refinery
 - (iii) LPG Bottling Plant
 - (iv) RMC Plant
- (E) In cases where land is specifically acquired on the direction of the State Government for a private companies and allotted to these companies on undeveloped basis for commencing specified activity then in such cases allotted land will be treated as utilized on commencement of such activity dispensing with the condition of minimum built up area requirement.
- (F) If the industrial plot has been originally allotted for manufacturing of a product having requirement of minimum 20% built up area with roof and subsequently allottee switched over to other product/ industry before commencement of production in which there is either:
- (i) No requirement of 20% built up area for considering utilization of the plot as per rule 21.3.1(C), or;
 - (ii) In which 20% built up area is assessed including open or covered area being utilized by the allottee as mentioned in rule 21.3.1 (B), rule 21.3.1 (D), or;
 - (iii) In case of allotment of land in which plot may be treated as utilized on commencement of activity for which plot is allotted irrespective of percentage of covered area as per rule 21.3.6 of RIICO Disposal of Land Rules, 1979, then in such cases:
 - (1) Transfer of leasehold rights of plot may be permitted after 5 years from the date of commencement of production and transfer fee will be charged as per rule 18(b) (i) of RIICO Disposal of Land Rules, 1979.
 - (2) In case transfer of plot takes place prior to above said period, the transfer premium will be payable at par with transfer fee of vacant plot as per rule 18 (b) (iii) of RIICO Disposal of Land Rules, 1979.
- (inserted vide item (12) of IDC meeting held on 21.09.2023) (Withheld during IDC meeting held on 27.03.2024 while noting the minutes of last meeting of IDC dated 21.09.2023)*
- (G) In case of plot allotted exclusively for the purpose of Data Center, a period of 3 years will be allowed to lessee to consume minimum 20% standard BAR within first 3 years and further 20% standard BAR within next 1 year from the date of possession or from the date of declaration of industrial area as developed, whichever is later for considering unit as functional. Time extension/regularization of delay in achieving intermediate Mile Stone will be considered on payment of retention charges calculated @ 0.5% per quarter or part thereof on the total land cost of plot. While granting time extension/regularization of intermediate Mile Stone, the stipulated time period of final Mile Stone will not be extended.
- (inserted vide item (15) of IDC meeting held on 21.09.2023)*
- (H) In the case of allotment of plot/land parcel for industrial purposes on or after **04.04.2025**, the allottee shall abide the following Intermediate

Milestones:

(a) Projects for which Environmental Clearance is necessary:

The allottee shall have to follow the following intermediate milestones before commencing commercial production on the allotted plot/land parcel. In case of failure to achieve the such intermediate milestones, the penalty will be imposed by the concerned Unit Head and relaxation in time period will be given on the basis of merits of the case as provided in table below:

S. No.	Phase	Time Period (from the date of possession)	Action /penalty
1	(i) Execution of lease agreement. (ii) Submission of application for Environmental Clearance at the competent level.	2 months	In case of not completing the intermediate milestone within the prescribed time period, the Corporation shall have the right to cancel the allotment of the plot. In case of delay due to valid reasons, relaxation may be granted upto second intermediate milestone. This relaxation will be granted on a lump sum penalty @ 0.5% of the cost of land of the prevailing rate of allotment of the industrial area concerned.
2	(i) Submitting building plan map or getting building plan map approved, as the case may be; (ii) Applying for Consent to Establish (CTE) under Air/Water Act, if applicable	6 Months	In case of not completing the intermediate milestone within the prescribed time period, the Corporation shall have the right to cancel the allotment of the plot. In case of delay due to valid reasons, relaxation may be granted upto the third intermediate milestone, provided the allottee has completed the progress of first intermediate milestone. This relaxation will be granted on a lump sum penalty @ 0.5% of the cost of land of the prevailing rate of allotment of the industrial area concerned.
3	Environmental Clearance has been obtained	12 Months	In case of not completing the intermediate milestones within the prescribed time period, the Corporation shall have the right to cancel the allotment of the plot. In case of delay due to valid reasons, relaxation may be granted upto fourth intermediate milestone, on the condition that the allottee has completed the progress of second intermediate milestone. This relaxation will be granted on a lump

			sum penalty @ 0.5% of the cost of land of the prevailing rate of allotment of the industrial area concerned.
4	Minimum built-up area up to the plinth level of the plot should be completed as per rules.	18 Months	In case of not completing the intermediate milestones within the prescribed time period, the Corporation shall have the right to cancel the allotment of the plot. In case of delay due to valid reasons, relaxation may be granted upto fifth intermediate milestone, on the condition that the allottee has completed the progress of third intermediate milestone. This relaxation will be granted on a lump sum penalty @ 0.5% of the cost of land of the prevailing rate of allotment of the industrial area concerned.
5	Completion of construction of minimum built-up area up to roof level (without laying roof).	24 Months	In case of not completing the intermediate milestones within the prescribed time period, the Corporation shall have the right to cancel the allotment of the plot. In case of delay due to valid reasons, relaxation may be granted for next 6 months, provided the allottee has completed the progress of the fourth intermediate milestone. This relaxation will be granted on a lump sum penalty @ 0.5% of the cost of land of the prevailing rate of allotment of the industrial area concerned.

Explanation: -

- (i) The time period given in the above table shall be considered in the subsequent sequence following the date of handing over possession.
- (ii) In case any extension is granted to follow the intermediate milestone(s) as mentioned above, the time period of 3 years to commence commercial production shall not be considered extended Suo-moto.
- (iii) These intermediate milestones will be applicable for allotment of plots in which bid process has been started on or after **04.04.2025**.

(b) Projects for which Environmental Clearance is not necessary:

The allottee shall have to follow the following intermediate milestones before commencing commercial production on the allotted plot/land parcel. In case of failure to achieve the such intermediate milestones, the penalty will be imposed by the concerned Unit Head and relaxation in time period will be given on the basis of merits of the case as provided in table below:

S. No.	Phase	Time period (from the date of handing over possession)	Action /Penalty
1	(i) Execution of lease agreement (ii) Submission of building plan/ map or getting the building plan map approved, as the case may be (iii) Applying for Consent to Establish (CTE) under Air/Water Act, if applicable.	6 Months	In case of not completing the intermediate milestone within the prescribed time period, the Corporation shall have the right to cancel the allotment of the plot. In case of delay due to valid reasons, relaxation may be granted upto second intermediate milestone. This relaxation will be granted on a lump sum penalty @ 0.5% of the cost of land of the prevailing rate of allotment of the industrial area concerned.
2	Minimum built-up area up to the plinth level of the plot should be completed as per rules.	12 Months	In case of not completing the intermediate milestone within the prescribed time period, the Corporation shall have the right to cancel the allotment of the plot. In case of delay due to valid reasons, relaxation may be granted upto third intermediate milestone, provided the allottee has completed the progress of the first intermediate milestone. This relaxation will be granted on a lump sum penalty @ 0.5% of the cost of land of the prevailing rate of allotment of the industrial area concerned.
3	Completion of construction of minimum built-up area up to roof level (without laying roof).	18 Months	In case of not completing the intermediate milestone within the prescribed time period, the Corporation shall have the right to cancel the allotment of the plot. In case of delay due to valid reasons, relaxation may be granted for next 6 months, provided the allottee has completed the progress of the second intermediate milestone. This relaxation will be granted on a lump sum penalty @ 0.5% of the cost of land of the prevailing rate of allotment of the industrial area concerned.

Explanation: -

- (i) The time period given in the above table shall be considered in the subsequent sequence following the date of handing over possession.
- (ii) In case any extension is granted to follow the intermediate milestone(s) as mentioned above, the time period of 2 years to commence commercial production shall not be considered extended Suo-moto.

- (iii) These intermediate milestones will be applicable for allotment of plots in which bid process has been started on or after **04.04.2025**.

(Inserted vide item (18) of IDC meeting dated 03.03.2025)

3.2 Commercial Plot:

- (A) (a) For shops/showroom plots – Area of building construction permitted as per site plan/type design.
- (b) For Weigh Bridge/Fuel Station plots – Area of building construction as prescribed in the RIICO building regulations.
- (B) 20% of the Standard/ Prescribed BAR for other categories.

3.3 Residential Plot:

- (A) For Group Housing – 20% of Standard/ Prescribed BAR.
- (B) For individual Housing -: Area of construction of a dwelling unit i.e. one room, one kitchen and one toilet.

3.4 Institutional Plot: 20% of the Standard/ Prescribed BAR.

3.5 (i) Private University:

- (a) 10,000 Sqm.
- (b) In case of land in two parts – 50,000 sqft in each part
- (ii) Center for R&D/ Innovation for Automotive Plant: In case of allotment of land for Center for R&D/ Innovation for Automotive Plant with test track, requirement of minimum 20% built up area with roof may be assessed taking into account also the land area being utilized by the allottee as test track area.

3.6 Supportive Services:

In case of allotment of land for the following supportive services, allotted plot may be treated as utilized on commencement of activity for which plots allotted irrespective of percentage of covered area.

- (i) Grid Sub Station/ Power Plant
- (ii) Police Out Post
- (iii) Inland Container Depot.
- (iv) Water-Supply Complex
- (v) Erection of Tower/Mast
- (vi) EV Charging station, Gas Receiving Terminal Station, Laying of Gas Pipeline.
- (vii) Common Effluent Treatment Plant (CETP)/ Sewerage Treatment Plant (STP)/ Water Treatment Plant (WTP).

3.7 General explanations:

- (a) Built up area would mean a building with roof and having side walls/covering as required for the nature of product/activity.
- (b) The condition of minimum built up area requirement for the purpose

of considering utilization of plot shall not be applicable for the plots allotted up to 02.06.2004. However, in the case of transfer of plots, if transferee required to commence production activity for compliance of any other provision of the rule then the transferee has to complete construction as per rule prevalent on the date of issuance of transfer permission.

- (c) Fuel Station includes but not limited to Petrol, Diesel, Natural Gas, Liquid Petroleum gas or similar type of fuel station.
 - (d) The provisions of rule 21.3.1.(D), Rule 21.3.1.(E), Rule 21.3.5(ii) and Rule 21.3.6 will be applicable with retrospective effect i.e. from the date of allotment in such cases. However, the cases wherein retention charges have already been deposited, shall not be re-opened.
 - (e) Regarding non-industrial plots the "Utilization of non-industrial plots" means the date when allottee construct building with roof and having side walls as required for the nature of activity subject to verification as per norms prescribed in these rules by the Corporation from time to time.
4. After the commencement of commercial production/activity, the allottee shall, as soon as possible, give information online through SSO portal to the concerned RIICO Unit Head about the commencement of commercial production/activity on the allotted plot for which the plot has been allotted, along with the following documents:

4.1 Industrial:

- (i) First Sale Bill;
- (ii) Self-attested copies of Plant & Machinery purchase bills;
- (iii) Electricity bill of the month in which date of production is claimed;
- (iv) Construction of Rain Water Harvesting Structures;
- (v) CA certificate showing that a minimum 75% of the fixed capital investment has been made in building and Plant & Machinery as per project report submitted at the time of bidding/application for allotment of plot.

Provided, those cases where preferential allotment has been made under Rule 3(W), 'commencement of production' will be recorded as above, after verifying that investment of the envisaged amount proposed/committed by the allottee at the time of approval of allotment by the constituted committee has been made.

- (vi) Geo-tag photographs of inside and outside of the factory building/production work.
- (vii) GST deposited to the Government/ Customer Shipping Bill (if applicable), any other tax receipt, if any;
- (viii) Valuation of Bank, if any (the bank should be a Public Sector Bank,

Private Sector Bank or Small Finance Bank in the schedule issued by Reserve Bank of India);

(ix) **Factory & Boiler License (if applicable).**

The Unit Head after physically verifying that the building is fit for use and the minimum built-up area has been completed as per rules, as well as the building plan were submitted by the lessee before commencement of construction/or got approved by the authority as the case may be, will record the utilization of the plot and issue utilization certificate to the allottee/lessee.

Provided further, in case of any dispute in respect of date of utilization of the allotted plot then a committee comprising of MD-RIICO, Advisor (Infra), Financial Advisor, Concerned Officers of P&D and Legal Cell is authorized to decide the dispute in respect of date of utilization of plot on merit of each case.

(Amended vide item (18) of IDC meeting dated 03.03.2025)

4.2 **Commercial/Residential/Institutional – Electricity bill for the month in which construction completed as per norms.**

Provided, 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.

Provided further, in case of any dispute arises in respect of date of utilization of the allotted plot then a committee comprising of MD, RIICO, Advisor (Infra), Financial Advisor, Concerned Officers of P&D & Legal Cell is authorized to decide the dispute in respect of date of utilization of plot on merit of each case.

(Inserted as per IDC decision taken vide at item 8 on 20.12.2014, further amended vide item (22) of IDC meeting dated 14.06.2022)

22. **DELEGATIONS FOR LAND ALLOTMENT**

Unit Heads shall have full powers to issue allotment letter for allotment of all type of plots/land provided that allotment of plots/land is approved at competent level as per the policy of the Corporation. *(Substituted as per IDC decisions taken vide item 12 on 13.11.2000 and item 21 & 29 on 13.11.2000) (Further amended vide item (4) of IDC Meeting dt. 24.03.2022)*

23. **TIME EXTENSIONS: Time extensions in favour of allottees of plots may be granted as per delegation provided as hereunder.**
(Inserted as per IDC decision taken vide item 4 on 16.9.2003. Amended vide item (16) of IDC meeting dated 03.03.2025)

23-A **Regularization of delay/time extensions for payment of Premium:**

(1) **Unless it is not specifically provided in any other rule of RIICO Disposal**

of Land Rules, 1979, regularization of delay/ time extension for payment of balance premium/ instalment of premium beyond prescribed period, may be granted depending upon merit of the case as under:

(a) **Upto One year regularization of delay/ time extension:**

Unit Head may regularize or grant time extension upto one year for payment of balance premium/instalment of premium from the scheduled date of payment of last instalment with interest thereon irrespective of increase in prevailing rate of allotment of the industrial area concerned.

(b) **For regularization of old delay /additional time extension upto further one year:**

Managing Director may regularize or grant time extension for a further period of one year with 14% interest depending upon merits of the case irrespective of increase in prevailing rate of allotment of the industrial area concerned.

(c) No further time extension in payment of premium will be granted and action will be initiated as per Rule 24(1) of RIICO Disposal of Land Rules, 1979.

(2) For the allotment of plots prior to 04.04.2025 wherein allottee is defaulter for more than one year in payment of balance premium from the schedule date of payment of last instalment, then time extension will be considered in such cases on payment of interest @ 2% per annum higher from the applicable interest rate maximum upto 1 year from the aforesaid cutoff date depending upon merit of each case.

(Amended vide item (16) of IDC meeting held on 03.03.2025).

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 commercial production/activity for which the plot is allotted:

1. Unless it is not specifically provided in any other rule of RIICO Disposal of Land Rules, 1979, time extension/regularization of old delay & further time extension, if any, for completion of construction & for commencement of the commercial production/activity for which plot is allotted will be allowed beyond stipulated period on the request of the allottee on payment of retention charges as per following provisions:

1.1 In land allotment cases, wherein allottee is defaulter of one year or more from the stipulated/extended date of completion of construction

& commencement of commercial production/activity as on **04.04.2025**, then regularization of delay/time extension will be considered in such cases on payment of retention charges as per the rate given below:

S. No.	Time extension	Rate of RC per quarter or part thereof	Competency
1.	Regularization of old delay upto 04.04.2025 and further maximum one year time extension may be granted on commitment by the allottee as a last opportunity based on merit of each case.	1%	MD
1.2	In cases wherein delay is less than 1 year from the stipulated/extended date in completion of construction & commencement of production/activity as on 04.04.2025 , then an additional period of maximum 2 years may be granted to commence commercial production/activity. A maximum time extension of one year may be granted at a time, which will also include regularization of the old delay period. In such cases, regularization of delay and/or time extension may be granted on merit of the case on the payment of retention charges as under: -		

S. No.	Time extension	Rate of RC per quarter or part thereof	Competency
1.	Upto one year	1%	Advisor (Infra)
2.	Upto two years	2%	MD

(Amended vide item (4) of IDC meeting dated 27.09.2021. Further amended vide item (15) of IDC meeting dated 03.03.2025))

1.2.A In cases of allotment of industrial plots in which due date of the commencement of the production activity falls between 13.11.2000 to 07.06.2012, wherein claim for commencement of production activity by the allottee on the basis of documents has not been considered as per prevailing rules at that time, then in such cases regularization of old delay and further extension of time maximum up to one year from the date of application for commencement of production activities as per prevailing rules on the date of commencement of production may be considered on payment of retention charges calculated @ 0.25% per quarter or part thereof with the approval of the Managing Director.

Provided that such allottee / transferee shall not be allowed to transfer their plot or part thereof till next three years from the date of commencement of activity/production.

Explanation–1. The condition of minimum built up area requirement for the purpose of considering commencement of production activity on the plot

shall not be applicable for the plots allotted up to 02.06.2004.

Explanation– 2. In such cases, period during which stay of the court of law was in force, shall be excluded while computing period for regularization/time extension, irrespective of the fact, litigation with respect to cancellation of allotment was initiated on instance of either RIICO or the allottee.

1.2.A.2. The cases already decided and wherein the amount of retention charges has already been deposited shall not be re-opened.

(Amended vide item (22) of IDC Meeting dt. 14.06.2022)

1.3 General Note & Explanation:

(i) The allottee will have to seek time extension atleast 15 days before the expiry of scheduled/extended period for commencement of commercial production/activity. In case allottee seek time extension with regularization of old delay & further time extension (if any) after the said time period for commencement of commercial production/activity, then retention charges for regularization of old delay & further time extension (if any) will be granted by charging 1.25 times of rate of retention charges as prescribed at sub-rule 1.2 above.

(Amended vide item (15) of IDC meeting dated 03.03.2025)

(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) 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.

(iv) 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.

(v) 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.

(vi) From the **04.04.2025** sale/transfer of vacant/un-utilized plot will not be allowed, except in case of allotments prior to **04.04.2025** if the allotted plot is conveyed through registered conveyance deed or any other registered indenture before utilization of plot. Then such purchaser shall be required to commence the commercial production/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 in this rule.

(Amended vide item (15) of IDC meeting dated 03.03.2025)

(vii) 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).

- (viii) 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).
- (ix)
 - 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 dt. 12.05.2016)
- (x) For the purpose of Private University, the retention charges on unutilized Educational Institutional plot will be leviable as under;
 - a) The retention charges applicable on the plots concerned till the date Letter of Intent is issued by the State Government to the Sponsoring Body shall be as specified for the individual plots.
 - b) Thereafter, the retention charges shall be kept on hold up to the period of validity period of the LoI.
 - c) Upon approval of the Private University, on the allotted Educational Institution land/plots, through Act passed by the Legislative Assembly, the retention charges shall not be levied from the date of the issue of LoI, since the construction of the minimum built up area, as specified in Rule 21-3 (serial no. 5) is a pre-requisite for such sanction.

- d) However, in case of Sponsoring Body fails to get final permission for setting up of the University, the retention charges shall be leviable as per individual plots, and with effect from the original date specified earlier for each individual plot.

(Inserted vide item (4) of IDC meeting dt. 08.12.2017)

- (xi) If the plot/unit is auctioned by any judicial/Quasi-Judicial Authority, including recognized financial institutions, by exercising the powers conferred under the relevant Act after taking the possession of such plot/unit, then retention charges in such cases shall not be levied upon the transferee and in such cases, fresh time period of 2 years will be given for the commencement of commercial production or activity, as the case may be. This time period of 2 years will be reckoned from the date of issuance of sale certificate/ conveyance deed by the competent authority.

However, in the cases where sale of plot by any judicial/Quasi-Judicial Authority, including recognized financial institutions has not been reported by the purchaser upto **04.04.2025**, then in such cases **180** days' time period is hereby granted to these purchasers to inform about the purchase of the plot and from the date of this intimation, 2 years' time period will be granted to the purchaser for commencement of commercial production or activity on the plot. In case, such purchaser fails to inform about the sale of the plot within **180** days from **04.04.2025**, no further time period will be granted and Unit Head concerned will proceed as per rules for such plots

(Inserted vide item (3) of IDC meeting dt. 02.02.2018. Amended vide item (15) of IDC meeting dated 03.03.2025)

1.4 Retention charges where allottee has utilized the plot but completed construction in atleast 10% of plot area on ground or FAR/BAR.

Deleted.

However, those cases in which demand has already been raised by the Corporation and time given in the demand notice has not been lapsed shall be dealt under the pre-existing rule.

(Deleted vide item (11) of IDC meeting held on 04.11.2024)

2. Obligations of the transferee in case of transfer of utilized industrial plot:

All transferees of utilized industrial plots will be required to commence production activity in his name and style within 2 years from the date of transfer of leasehold rights. In case transferee exclusively sets up 'Data Centre' then a period of 3 years will be allowed to transferee to consume minimum 20% standard BAR within first 3 years and further 20% standard BAR within next 1 year from the date of transfer of lease hold rights for considering unit as functional.

If the transferee fails to commence production within above stipulated period then 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)* (Further partially amended vide item (4) of IDC Meeting dt. 24.03.2022)

(partially amended vide item (15) of IDC meeting held on 21.09.2023)

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 dt. 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 permission letter and further time extension will be granted on payment of retention charges as per rule 3 B (i) above.

Note: In cases where retention charges have already been deposited shall not be refunded.

(Partially amended and note inserted as per decision taken by the IDC vide item (7) of its meeting dt. 27.03.2018)

- (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.
- (vi) 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 Land Allotment Committee (LAC) headed by MD and comprising of Executive Director (whenever posted), Financial Advisor, Controlling Officers of BP, EM & Technical Cell, Advisor (Infra), Advisor (A&M) and concerned Unit Head as members.

- (i) The above Committee shall decide the following cases of waiver/reduction having financial implication upto Rs. 2,00,000/-:
 - (a) Interest on outstanding premium amount, 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.
- (ii) The Land Allotment Committee shall also decide the cases of waiver/reduction mentioned above having financial implication of more than Rs. 2,00,000/-.

However, MD may also exercise the powers without Committee's recommendations in deserving cases for reasons to be recorded in writing.

- (iii) The Land Allotment Committee 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.

MD 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, further amended as per decision taken by BoD vide item (21) of its meeting dt. 21.12.2016. Further modified as per decision taken by BoD vide item (15) & (18) of its meeting dt. 20.07.2021)

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-D-2 The service charges and interest there on, and interest on economic rent for the period during which the allottee of the plot was not in position to commence or carry out the activities on the allotted plot in view of court stay or decision given by the competent courts, will be waived with the approval of CMD.

(inserted as per IDC decision taken vide item 14 on 30.06.2003)

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

Deleted.

However, in those cases in which permission has already been granted, no further extension of rent period be given.

(Deleted vide item (11) of IDC meeting held on 04.11.2024)

23-F Computation of various charges for the land allotted stand-alone on undeveloped basis.

1. In case of government land/private land owned by RIICO and thereafter allotted to entrepreneur/private companies on lease basis as stand-alone on undeveloped basis, period for retention charges shall be computed in accordance with rule 23-C-1.3(xi) (a) & (b).
2. In such cases, prevailing DLC rates of industrial land in same locality may be considered as prevailing rate of allotment for the purpose of computation of various charges such as, retention charges, sub-division charges, transfer charges etc. to be recovered from such allottees. In case, prevailing DLC rates of industrial land are not determined by the Stamp & Registration Department, then the notification issued by Finance Department for this purpose, from time to time, shall be taken into account to determine the prevailing industrial DLC rate which is presently three times of DLC rate of agricultural land.

(Inserted vide item (16) of IDC meeting dated 27.09.2021)

23-F-A Computation of various charges for the land exclusively acquired through RIICO for the entrepreneurs/Private Companies and allotted stand-alone on the undeveloped basis.

- (i) The prevailing rate of allotment for computation of various charges such as retention charges, sub-division charges, transfer charges etc. leviable in accordance with the RIICO Disposal of Land Rules, 1979 will be the prevailing rate of allotment worked out on the basis of actual compensation/premium of land paid + peripheral development expenditure + VDF & SDF + administrative charges + any other charges which were actually recovered from the applicant company at the time of allotment of land to such company.
- (ii) General policy introduced by the Corporation vide Office Order No. 13/2016 dated 31.05.2016 for granting general time extension upto 31.03.2017 without payment of retention charges for completion of construction and commencement of activity on the plot allotted in undeveloped industrial areas prior to 31.03.2016 will also be made applicable on the referred allotted land parcels.
- (iii) Irrespective of the date of allotment, the allottee companies will be allowed a period of 5 years for commencement of activities without payment of retention charges. This period of 5 years shall be reckoned w.e.f. 01.04.2017 or from the date of taking physical possession of the land, whichever is later, thereafter, the retention charges shall be leviable as per the RIICO Disposal of Land Rules, 1979 for granting further time extension for utilizing the allotted land.
- (iv) The cases wherein retention charges have already been paid shall not be re-opened.

(inserted vide item (13) of IDC meeting held on 14.02.2023)

23-G Relaxations in the applicable rules for the cases where the applicant/allottee proprietor is expired before/after issuance of allotment letter.

In those cases where the applicant/allottee proprietor is expired before/after issuance of allotment letter, as the case may be, then in such cases, Managing Director is authorized to approve refund of deposited amount, waiver of interest/retention charges etc. by relaxing the relevant provision of the rules in favour of the legal heir(s) of the deceased applicant/allottee proprietor as under:

- (i) Refund of EMD
- (ii) Refund of deposited premium amount/land cost without any deductions in case of surrender of allotment of plot.
- (iii) Waivers of interest on outstanding dues up to the date of deposition of principal dues in one go.
- (iv) Waiver of retention charges leviable for granting time extension to utilize the plot for the period from scheduled/earlier extended date and up to maximum one year from the date of application.
- (v) **Allotment of plot in favour of nominee as mentioned in the e-Auction form in case of death of successful bidder subject to request of the nominee within 30 days for this purpose.**

(Inserted vide item (7) of IDC meeting dated 22.10.2021) (Amended vide item (16) of IDC meeting held on 12.03.2024)

24(1) CANCELLATION

- (a) 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 **Unit Head** 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 Unit Head for all categories of the land/plot allotments except for the land/plots allotted under Rule 3(W).
- (b) 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.
- (c) 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.

- (d) For possession of non-vacant plot, the case shall be filed in the competent **Estate Officer**. 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.

Note1: Any refund shall be made preferably by digital mode.

(Inserted as per decision vide item (5) of IDC meeting dt. 23.03.2017)

(Partially amended Vide circular dated 26.07.2023 with the approval of MD)

(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) (Partially amended vide item (4) of IDC Meeting dt. 24.03.2022).

Note2: No cancellation of plot shall be done by the unit head merely on pretext of non-removal of Solid Waste & e-Waste from outside of its demised premises.

(Inserted as per decision vide item (5) of IDC meeting dt. 30.12.2019)

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. The Appellate Authority for hearing the First Appeal/Second Appeal shall be as follows;
 - (i) In case the cancellation order is issued by the Unit Head concerned at his level, without consultation with head office – Managing Director.

Second Appeal shall lie before the Chairman.

- (ii) In case the cancellation order is issued by the Unit Head concerned on the directions of the head office – Chairman

Second Appeal shall lie before the Infrastructure

Development Committee (IDC) of the Board of Directors, provided that it can be established in the plea that there is error apparent on the face of the record that has not been taken into consideration by the cancellation and appellate authority.

3. Such appeal shall lie before Appellate authority in following conditions;
- Any review/restoration application is rejected by the competent authority; and/or;
 - The party did not prefer the review /restoration application against the cancellation order; and/or;
 - If case is not covered under the restoration policy.
 - If Appellant prefers to file second Appeal against order passed in first Appeal.

Provided that the plot for which appeal is being filed, is still not re-allotted.

4. (i) The first appeal should be filed within a period of two months from the date of receipt of the cancellation order or within a period of one month from the date of receipt of order passed in review application.
- (ii) The second appeal should be filed within a period of one month from the date of receipt of order passed in first appeal.

However, if the appeal is not filed within prescribed time limit, the respective Appeal 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 (s).
6. **Following will be the Procedure for filing of First/Second Appeal before the Appellate Authority:**
- First or Second Appeal, as the case may be, should be fair typed and contents of the Appeal should be verified and signed by Appellant himself or authorized person in this behalf and all supporting documents should be legible, and if not legible then these documents should be typed and copy of such documents should be enclosed with such appeals.
 - Appellant should affix/provide strict proof relating to receipt of order against which appeal is being filed.
 - In case appeal is filed by duly authorized person or Power of Attorney, attested copy of such authorization or power of attorney, as the case may be, should be enclosed with such appeal.
 - In case appeal is filed before the Managing Director or Chairman, as the case may be, such Memo of Appeal should be filed in their respective Secretariat in two sets but in case of filing of appeal before the

Infrastructure Development Committee of the Board of Directors of RIICO, then such appeal should be filed before the Secretary, RIICO in seven sets.

- (e) All such appeal shall be processed by Legal Cell for needful action.

(Amended as per decision of IDC vide item (1) of its meeting dt. 8.12.2017)

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 supposed 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. (1) Application for restoration of allotment may be filed within one year from the date of issuance of cancellation order or from the date of knowledge of cancellation of allotment, whichever is later.

Provided, in case of the order in the court case or order in appeal against cancellation of allotment by Appellate authority then such application for restoration of allotment may be filed within 60 days from the date of receipt of order of the court or Appellate Authority, as the case may be.

Provided further, in case of pendency of the court case/appeal against cancellation of allotment before the Appellate Authority, application for restoration of allotment may be filed subject to commitment of withdrawal of court case/appeal within 60 days.

- (2) Unit Head is authorized to condone such delay in filing of application for restoration of allotment depending upon merit of each case subject to concurrence/permission of the Managing Director.

(Partially Amended vide item (22) of the IDC Meeting dt. 14.06.2022)

3. The application for restoration of allotment should be disposed of by the

concerned Unit Head subject to approval of time extension / regularization of delay involved for payments/ utilization of plot by the Competent Authority as per rules.

4. Restoration charges shall be payable as under;
- (i) 5% of the prevailing rate of allotment of the industrial area concerned in case where allotment of plot is cancelled on account of default in payment of premium of land/instalments of premium of land within stipulated time period. .
 - (ii) 2% 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.
 - (iii) 1% of prevailing rate of allotment of area concerned, in case allotment of plot is cancelled due to non-payment of annual charges (Economic Rent/ Service Charges).
 - (iv) 0.5% 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.

Explanations:

- I. The prevailing rate of allotment for industrial and institutional 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 the rate of allotment of the housing colony concerned. In case the rate of allotment of housing colony is not fixed then it will be 1.5 times of the prevailing rate of allotment of industrial area concerned.
- III. The prevailing rate of allotment for commercial plot will be two times of the prevailing rate of allotment of industrial area concerned.
- IV. 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.
- V. 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 on the terms and conditions mentioned in allotment letter/ lease deed or further prescribed by the Corporation.
- VI. Restoration Charges will be recovered in one category only which is highest out of the individual applicable restoration charges in cases where allotment of plot has been cancelled due to more than one default.
- VII. In case any amount of GST has been deducted from the deposited amount and same is deposited to the concerned department then the amount equal to the GST amount so deposited shall also be recovered in addition to the other applicable charges/dues etc. before restoration of allotment of cancelled plot.

VIII. Cases decided earlier will not be re-opened.

(Amended vide item (12) of IDC Meeting dt. 24.03.2022)

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 held 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. (A) REFUND /FORFEITURE OF SECURITY DEPOSIT

- (i) The security deposit paid for allotment of plot will be refunded to the allottee after utilization of the allotted plot as per rule.
- (ii) The security deposit paid for allotment of plot will be forfeited in case of cancellation/surrender of plot. .

(B) Forfeiture of Security Deposit/Money:

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

- (i) In cases, where the applicant has withdrawn in writing his application for allotment of land after conducting 'Draw of Lots' but before issuance of allotment letter.
- (ii) In cases, where application for allotment of land under Rule 3 (AD)/ for normal allotment, is withdrawn in writing after approval of allotment by the competent authority but before issuance of allotment letter.
- (iii) In cases of cancellation/ surrender of plot.

(Amended as per IDC decision vide item (3) of meeting dt. 19.07.2017) (Further amended vide item (4) of IDC Meeting dt. 24.03.2022)

26. Registration of Lease Agreement & other type of indentures and payment of stamp duty thereon.

The Lease Agreement as provided under Rule 11 of these rules and other requisite indentures such as supplementary/amended Lease Agreement shall be executed on proper stamp paper/duty as per provisions of Rajasthan Stamp Act 1998 (Act No. 14 of 1999). Registration of such Lease Agreement/indentures shall be compulsory and copies of the same shall be sent to the office of Sub-Registrar concerned for registration under Registration Act, 1908 (Central Act No. 16 of 1908). The stamp duty, if applicable, registration charges and all legal expenses involved in the

execution of lease agreement including other type of indentures shall be borne by the Lessee. *(Inserted as per decision of IDC vide item(11) of its meeting dt. 02.02.2018)*

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)*

28-A ACTION AGAINST DEFAULTER ALLOTTEE WHO DUMPED SOLID WASTE IN ROW OF ROADS:

"Every plot allottee shall be fully responsible to keep the area of ROW clean falling between the frontage of his allotted plot and upto the central line of the road. Action against the defaulter allottee who has dumped solid waste generated by the industrial unit including product waste/ Ash/ Stone cutting waste/ Stone slurry/ Sludge/Rubbish/ Debris/ Raw material/ Finished goods/ By- products etc. in ROW of roads will be taken as follows;

- (i) A registered A/D notice will be served upon the such defaulter allottees by the officer concerned for removal of the waste/rubbish/raw material etc. dumped outside the allotted plot in the area of ROW falling between the frontage of the plot and upto the central line of the road, within 15 days and will also **impose fine of Rs. 5000/-** against the such allottee. A copy of the said notice will also be sent to the Industries Association concerned for its information. However, such notices will not be served upon units under possession of F.I./any agency and units closed at site for operation.
- (ii) Photographs of the dumped waste/rubbish/raw material etc. will be taken and same will be kept in record before issuance of the above said notice and imposing fine.
- (iii) If the dumped waste/rubbish/raw material etc. is not removed within the 15 days notice period, then it will be removed by the Corporation at the cost of the allottee concerned along with imposing fine again equivalent to 100% of the cost incurred for its removal.
- (iv) The officer concerned shall issue registered A/D demand notice to the allottee to deposit the cost incurred for removal of the dumped waste/rubbish/raw material etc. along with fine imposed as above within 15 days. It will also be mentioned in the said notice that if the payment is

not made by the allottee within the above time period then the amount shall stand as outstanding miscellaneous dues of the Corporation against the allottee in books of account and interest @ 12% p.a. will be charged on the said amount till date of deposition.

(Inserted vide item (5) of its meeting dt. 06.08.2019 & further amended vide item (22) of its meeting dt. 22.10.2020)

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**

FORM- "A"

No.

**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 shallcommence 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 ☐ Private Ltd. Company ☐ Co-operative society ☐ Partnership firm ☐ Public Ltd. CompanyOther ☐
	(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 CasteWar widow Tribe Physically handicapped Ex-serviceman Women entrepreneur Solar Energy Electronic Industry Industries
10.	Details and justification of required for the project: (1) Production shed land (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)	Not required Taken & enclosed 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

FORM- “A-1”

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:

(Office copy)

CHECK LIST

FORM- "A2"

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:

FORM- "A-3"

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.	

FORM- “A-4” 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 case 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.

FORM - A-Pref.

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.
Note: • 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: (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 earnest 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.
12.	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. _____

FORM - A-III

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

- a) Employment
- b) Expected date of commercial production Government Consents.

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

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

FORM 'B'

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.

FORM 'C'

LEASE - AGREEMENT

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

Industrial Area

Plot No.

PHOTO

This Lease Agreement is made on the.....day ofin the year between Rajasthan State

Industrial Development & Investment Corporation Limited, Jaipur, a Public Limited Company incorporated under the Companies Act 1956, having its Registered Office at Udyog Bhawan, Tilak Marg, Jaipur (Rajasthan: India)-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

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

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

.....
.....

AND

Shri. S/o Age years
R/o

.....
constituting the registered partnership under name & style of firm
M/S.....

registered under the Indian Partnership Act, 1932 and having its
registered office at

.....
.....

OR

M/s. incorporated under the Limited Liability Partnership Act, 2008 and having its
registered office at

.....

OR

.....an one person company or
charitable object

company or Private Ltd./Public Ltd. company registered under the Indian Companies Act
1956 or 2013, as the case may be, and having its registered office at

.....
.....

OR

....., a Society,
registered under the Co-operative Societies Act and having its
registered office at

.....
.....

OR

.....
, a Public/Private Trust registered under either the Indian Trust Act or
Rajasthan Public Trust Act having its registered office

at.....
.....

(hereinafter called 'the Lessee' which expression shall, unless the context does not so admit, include his/her/its 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/Special Parks and the Lessor either planned the aforesaid land into plots for leasing out to entrepreneurs/developers for the purpose of setting-up the industrial/supportive services/other category units or leasing out the aforesaid land on 'as is where is' basis i.e. on undeveloped basis for setting up an industrial unit/industrial park.

WHEREAS, the Lessor has agreed to demise and the Lessee has agreed to take on lease, the Plot No..... in theIndustrial area at Unit Office

..... or land of Khasra Numbers (Described in schedule) situated at village..... Tehsil..... District. on the terms and conditions of the allotment letter Nodated. issued by the Lessor and on the terms and

conditions hereinafter appearing for the purpose of Industrial use or setting up the Special Park for activity of and/or any other product/activity that may be allowed by the Lessor in writing according to the factory bye-laws, design and building plans approved by the Lessor or proper municipal or other competent authorities and relevant rules of the Lessor.

WHEREAS, the Lessor has handed over physical possession of the said demised plot/land to the Lessee on

.....
.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS :

1: In consideration of the covenants and agreement herein contained and on payment by the Lessee of Rs..... (in words Rs.)

towards the premium and annual /one time Economic Rent (strike out which is not applicable) of the demised plot/land and the receipt thereof, the Lessor hereby acknowledge, the Lessor doth hereby demise to the Lessee the plot of land numbered as above in Industrial Area..... containing by measurement..... sqm. Or chunk of land hereby demise to the Lessee containing by measurement acres 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 or land is more clearly shown in the attached site plan, TO HOLD the said plot of land/chunk of land (hereinafter referred to as 'the demised

premises') with their appurtenances unto the Lessee for the term of ninety nine years from the date.....except and always reserving to the Lessor as follows:

1(a) A right to lay water mains, drains, sewers, electric wires, gas pipelines, optical fibre cable etc. 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) Full right to enhance or revise annual charges such as Service Charges, Economic Rent, Cess etc. applicable as per rules or any other charges of identical nature, if imposed by the Lessor from time to time including right to enhance the premium towards aforesaid demised plot/land, if compensation amount under any award is enhanced by the Court of Law subsequently due to any reason and right to recover the same from the Lessee. However, economic rent shall be revised after a period of 5 years and enhancement in economic rent shall not exceed 25% of the rent payable for the period immediately preceding revision. The quantum of economic rent so 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.

1(d) To resume and vest the un-utilised or surplus allotted land/plot on expiry of the prescribed/extended time period allowed by the Lessor for commencing activity for which land is allotted.

1(e) To resume possession of the demised land, in case, the Lessee fails to make payment of premium of demised land/plot to the Lessor, irrespective of the first charge of the financing body or bodies on the demised land/plot.

2: PAYMENT OF DUES, CHARGES AND TAXES

2(a) That the Lessee will bear, pay and discharge all rent, taxes, charges and assessment of every description which may, during the said terms, 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(b) Premium of Land: The Lessee shall pay the Premium of the plot/land calculated at the rate decided by the Lessor for each Industrial Area/demised land.

2(c) Economic Rent-Yielding and paying of one time in lump-sum amount equal to the economic rent of 10 years.

OR

Economic Rent-Yielding and paying thereof unto the lessor by 31st day of July in each year in advance. (strike out which is not applicable)

2(d) Service Charge: 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, charges, levied or imposed and revised by the Lessor from time to time. Such charges will be payable by the Lessee by 31st day of July in each year in advance for every year otherwise, the Lessee shall pay interest thereon as per prevailing rules.

2(e) GST: The Lessee shall pay Goods & Service Tax or any other identical nature of tax as demanded including interest and penalty thereon, if any 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.

3. GENERAL PROVISION RELATED TO DEMISED LAND/PLOT

3(a) That the Lessee shall not make any excavation upon any part of the demised premises except required for foundation of building and for levelling and dressing the area.

3(b) That the Lessee will obey and make compliance of the rules of Municipal/local body or other competent authority now existing or thereafter to exist so far as they relate to immovable property or effect health, safety, convenience of the other inhabitants of the area/place.

3(c) If during the term of the lease, the Lessee or his workmen or servants, injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised or 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 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 or any other competent authority, as the case may be, whose decision as to the extent of injury or damage or the amount of damages payable thereof shall be final, conclusive and binding on the Lessee.

3(d) That Lessee will plant and maintain adequate number of trees on the demised premises and shall not dig/bore/drill any well/tube-well in the demised premises without prior permission of competent authority or Lessor, as the case may be.

3(e) 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.

3(f) 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.

3(g) 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.

3(h) The Lessee shall abide the norms/guidelines issued either by the Lessor or any other competent authority from time to time with regard to roof run off and surface run-off Rain Water Harvesting, according to design and drawing, as may be prescribed by the Lessor or any other competent agency from time to time. The Lessee shall also ensure that pre-treatment is made for removing suspended

material, oil, grease etc. before recharging the rain water in order to prevent the contamination of underground water and also ensure to make available drinking water in its premises in healthy manner.

3(i) The Lessee shall use energy conservation measures to the possible extent according to guidelines/policies/directions/norms of statutory body/competent authority of the Central/State Government.

3(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 building erected thereupon in order to inspect the same.

3(k) All allottees of industrial land who want to change product to IT/ITeS (switch over cases) or old allottees who were given land for setting up of IT/ITeS industries prior to coming into force RIICO Building Regulations-2021, may also opt to construct buildings as per the building parameters for the IT/ITeS industries provided in the said regulations.

Provided that if such allottees who have opted the building parameters for IT/ITeS provided in the Building Regulations-2021 then normally no change in product from IT/ITeS industry 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/BAR admissible for IT/ITeS industry as per the above building parameters, to RIICO and the same shall vest with the Corporation.

4: ENVIRONMENTAL MANAGEMENT AND POLLUTION CONTROL MEASURES

4(a) The Lessee shall obtain all requisite clearance/consent/approval/authorisation from the competent authority(s) such as MoEF&CC, SEIAA Rajasthan, CPCB, RSPCB, CGWA etc. for the project/ activity in the demised premise and get them renewed from time to time as prescribed by issuing authority. The Lessee shall submit copy of these clearances/consent/approvals to the Lessor within 30 days from the date of its issuance. The Lessee shall also observe and comply with the terms and conditions so imposed by aforesaid authorities and shall also strictly

adhere the guidelines/directions/orders issued from time to time in this regard.

4(b) That the Lessee shall strictly adhere all relevant provisions of laws in force in the country pertaining to prevention & control of pollution and protection of Environment, applicable on the project to be implemented by the Lessee on the demised premises.

4(c) That the Lessee shall also under obligation to comply with the directions, orders, judgements, etc. given by any court of law including National Green Tribunal or any other agency of the Central/State Government from time to time regarding prevention & control of pollution and protection of Environment, applicable on the Lessee.

4(d) The Lessee should take all necessary measures required for prevention, control and abatement of air pollution in order to maintain wholesomeness of natural environment.

4(e) The Lessee should follow all measures as notified in Graded Response Action Plan through Environment Pollution (Prevention & Control) Authority vide S.O. 118 E dated January 12, 2017 as contained in Gazette notification dated 12.01.2017.

SPV for CETP Infrastructure and Solid Waste (Hazardous and Non Hazardous) Disposal System (SWDS)

4(f) The Lessee shall mandatorily become a member of SPV (Special Purpose Vehicle) created under the Companies Act 1956 or 2013, as the case may be for setting up and operation & maintenance and further up-gradation of the CETP Infrastructure and Solid Waste (Hazardous and Non-Hazardous) Disposal System (SWDS) or any other measures required for abating any type of Pollution. CETP infrastructure includes Common Effluent Treatment Plant (CETP), internal conveyance system of the industrial area/effluent conveyance system from industrial units to CETP, treated waste water re-circulation system from CETP back to concerned industrial units, reject management system and other related equipment such as effluent measuring flow meter/ essential sensors for measurement of desired quality and quantity parameters, SCADA system etc. The Lessee shall ensure primary / pre-treatment of effluent in its premise up to the inlet CETP standards as prescribed by RSPCB/ CPCB/ SPV before discharging the effluent into the conveyance system joining the CETP.

4(g) That all the Capital & Revenue expenses relating to acquisition of land for CETP, construction and operation and maintenance of CETP Infrastructure & SWDS shall be borne by the Lessee being member of the SPV in the proportion as decided by the Board of Directors of such SPV or any other competent authority in this regard.

4(h) The Lessee shall abide by all the terms and conditions imposed by the concerned authorities in Environmental Clearance/ Consent to Establish /Consent to Operate/ CGWA approval obtained by RIICO for development of industrial area concerned to the extent of these applicability on the Lessee's unit.

4(i) That the Lessee shall not use any space in the industrial area other than designated premises for dumping of all kind of solid waste generated by his industrial unit including product waste/ash/stone cutting waste/stone slurry/ sludge/ rubbish/debris etc. and shall take all required measures including collection, segregation and recovery of recyclable material before properly disposing it in the designated site.

Provided, if any space/site is not designated for dumping of solid waste by the Lessor, then the Lessee shall make appropriate arrangement for the same at his own level.

Provided further, if building construction area is over and above 10,000 sqm, then the Lessee shall have to prepare a plan for complete and comprehensive system of collection of Municipal Solid waste strictly in accordance with the Solid Waste Management Rule, 2016.

Domestic Wastewater Treatment and Disposal

4(j) The lessee shall construct a Septic Tank/ Sewage Treatment Plant (STP) of

appropriate size and design in its premise for treatment/ storage and disposal of generated domestic waste, if any. However, if building construction area is over and above 10,000 sqm, then the Lessee shall have to construct STP on the allotted land/plot.

5: UTILIZATION OF PLOT/LAND

That the Lessee shall erect the building on the demised premises in accordance with the terms and conditions as stipulated in allotment letter and site plan **of the** plot and will complete construction of building and commence production activity within three years from the date of handing over the possession of the demised land/plot or within such extended period as may be allowed by the Lessor in writing at its discretion either on

payment of requisite charges or otherwise. In case, possession of demised land/plot is given prior to declare the industrial area as "developed", the period of three years shall be reckoned from the date of declaration of industrial area concerned as "developed" or part thereof.

Provided, demised land/plot is allotted under the provisions of Rule 3(W) of RIICO Disposal of Land Rules, 1979 (as amended), the Lessee shall complete construction of building in accordance with terms and conditions of the allotment letter and site plan of the plot and commence production activity within 3(three) years from the date of allotment of demised land/plot or within such extended period as may be allowed by the Lessor in writing at its discretion on payment of requisite charges or otherwise, as the case may be.

Further provided, if any change in stipulated period of 3(three) years for commencement of activity/production is made by the Lessor, then amended provisions shall be applicable on the Lessee and the Lessee shall be under obligation to utilize the demised land/plot accordingly.

6: CHANGE IN PRODUCT

That the Lessee shall apply in writing for obtaining permission for any change in the sanctioned product or production capacity or process of manufacturing to the Lessor. If no communication is received by Lessee from the Lessor within a period of 60 days, request shall be deemed as accepted by the Lessor. However, Lessee proposing to set up any industrial unit under red category as notified by Pollution Control Board or setting up effluent generating unit, he shall be required to take written permission from the Lessor along with consent of Pollution Control Board before initiating any change in their manufacturing product.

Provided, demised land/plot is allotted under the provisions of Rule 3(W) of the RIICO Disposal of Land Rules, 1979, the Lessee shall mandatorily obtain permission for change of product from the Lessor in writing.

7: TIME EXTENSION

The Lessee shall seek time extension for deposition of Premium & other dues and time extension for utilization of the plot/land beyond stipulated period from the Lessor in writing by giving valid/cogent reasons and it may be at discretion of Lessor to extend time for these purposes as per prevailing rules.

8: MORTGAGE OF LEASE HOLD RIGHTS

8(a) The Lessee may mortgage and/ or hypothecate and/or create charge and create other encumbrance on the demised land/property for the limited purpose of offering such assets as security in favour of lenders for securing repayment of loan and/or any amount payable by the Lessee to such lenders which may be any banking company or a banking institution notified by the Central Government under Section 51 of the Banking Regulation Act, 1949 or a corresponding new bank as defined under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 or public financial institutions which are notified or may be notified by the Central Government in this behalf in consultation with Reserve Bank of India or private lending agencies (hereinafter called as financial body or bodies) for any loan taken by him/it for erection of building of factory, purchase of plant & machinery and/or for avail working capital facility to run the project.

Provided further that in case the allotment of plot has been made on concession under concessional category entrepreneurs viz; members of SC/ST, Ex-Serviceman, Dependents of deceased armed forces service personnel/Paramilitary personnel, Person with Benchmark Disabilities, Women entrepreneur or such category as may be included in future in rule 3A of RIICO Disposal of Land Rules, 1979, then in case of transfer of plot from concessional category to general and other category prior to five years from the date of commencement of production activity, then the concessions given in the rate of allotment shall be recovered with interest along with transfer premium payable as per rules.

(Amended vide item (19) of IDC meeting held on 21.09.2023)

In such case, where mortgage/hypothecation and/or any other encumbrance created on the demised land/property, first charge of the Lessor shall rank second to the charge of the financing body or bodies provided financial body or bodies shall inform the Lessor for mortgaging/hypothecating/create charge on demised land/plot and keep a specific clause in their loan agreement(s) and mortgage deed(s)/hypothecation deed that breach of any of the conditions of these present (Lease Agreement) shall be treated as breach of the conditions of their loan agreement(s) and mortgage deed(s)/ hypothecation deed.

Provided, that the above provision shall not be operative where land is allotted on instalment facility or entire Premium of allotted land/plot has not been paid by the Lessee and/or sheds are constructed and allotted on hire purchase basis by the State Government/Lessor. In such cases, the Lessee could create first charge or hypothecate or mortgage in favour of financing body or bodies on land /or shed, as the case may be, with the condition that the unpaid premium of the plot/ land and/or cost of shed, as the case may be, shall be remitted to the Lessor by such financing body or bodies in whose favour the charge has been created or assets have been mortgaged or hypothecated, if the Lessee(allottee) fails to make payment of the balance amount of Premium and /or the cost of shed in time as per terms and condition of allotment.

Provided further that Collateral security of the demised plots/land/property for creation of mortgage/hypothecation etc. for loan or any other purpose for himself or any other would be allowed to be created only in favour of financing body/bodies mentioned in clause 8(a) of this Lease Agreement subject

to ensuring that the Lessee has cleared all the outstanding dues of the Lessor and there is a condition in respect of collateral security to be created in the sanction letter of the concerned financial body or bodies.

8(b) That the Lessee and concerned financial body or bodies will inform the Lessor the details of finance(s) raised on the security of the demised property herein mentioned in the schedule from time to time till the loan(s) is/are re-paid to the financial body or bodies.

9: TRANSFER, SUB LEASE, SUB-LETTING, SUB-DIVISION AND RELINQUISH OF RIGHTS IN THE DEMISED LAND/PLOT

The Lessee will not without the previous consent in writing of the Lessor, sub lease, sublet, relinquish, sub-divide the demised premises or the building standing thereon or both as a whole and every such transfer, assignment relinquishment, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee /assignee shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof and applicability of charges and prevailing applicable rules of the Lessor on the Lessee.

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

Provided further that the Lessee if relinquishes his rights in the said premises by assignments or due to his death or by operation of law or otherwise whomsoever become assigned, inherited or transferred during the term of lease hereby granted within a period of three 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

10: NUISANCE

description of the parties to every probate or a WILL or Letter of Administration, decree, order, certificate or other document of affecting or evidencing such assignment, inheritance or transfer and document(s) as aforesaid accompanying the said notice which shall remain for 7 days at the office of the Lessor and it is hereby covenanted that failure to carry out this condition will without prejudice to the right of the Lessor to determine this Lease Agreement for breach of this covenant entail penalty of Rs. 5000/- to be paid by the Lessee. However, if the Lessee's firm is dissolved and no 'successor in interest' is there or appointed within 90 days of its dissolution, the Lessor shall be entitled to determine this Lease Agreement.

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 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 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 neighbourhood.

11: ABIDE BY RIICO DISPOSAL OF LAND RULES, 1979

11(a) That the Lessee shall also abide by the terms and conditions of the Allotment Letter, RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. In case of any discrepancy in covenants of Lease Agreement of these presents and provisions of RIICO Disposal of Land Rules, 1979, rules of 1979 shall prevail over the covenants of Lease Agreement.

11(b) The Allotment Letter shall be part and parcel of this Lease Agreement and subsequent permission for transfer/assignment of lease hold rights shall also be part and parcel of this Lease Agreement.

12: DETERMINATION OF LEASE AND RESUMPTION OF LAND

Notwithstanding anything, herein 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

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 @ % per annum and 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 up-to 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 thirty days 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

Provided further and always the right of re-entry and determination of the Lease of the put shall not be exercised by the Lessor if the Lessee remedy the breach within a period of 45 days from the date of issuance of show cause notice issued by the Lessor in accordance with RIICO Disposal of Land Rules, 1979 or if financing body or bodies remedy the breach within a period of 90 (ninety) days from the date of show cause notice issued/served by the Lessor on such financing body or bodies regarding said breach or breaches.

13: JURISDICTION OF COURT

All legal proceedings for breach of the aforesaid conditions shall be lodged in courts situated at Jaipur and not elsewhere.

14: INDEMNIFICATION

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.

15: NOTICE

Any notice or communication required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if, served by “E- mail/Registered Acknowledgement Due Post/Authorised Courier Service/Speed 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.

16: SECURITY DEPOSIT

16(a) The security deposit made with the application for allotment of land shall be refunded to the Lessee after utilization of the plot for the purpose it was allotted on application made by Lessee or any other product which is permitted by the Lessor in writing subsequently.

16 (b) The security deposited by the Lessee shall stand-forfeited whenever there is a breach of any condition contained in the said Lease Agreement.

17: POWERS

All powers exercised by the Lessor under this Lease Agreement may be exercised by the Managing Director or such other authority authorized in this behalf by the Lessor.

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.

18: STAMP DUTY & REGISTRATION

The stamp duty and registration charges including other charges, if any in respect of the preparation and execution of the lease and its duplicate including the cost, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively 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 Lessee-

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

Signature:

Signature:

Name :

Name:

PAN No.

PAN No. AABCR4695J

AADHAR NO.

Designation:

Status/Designation:

FORM 'D'

LEASE - AGREEMENT

PHOTO

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

Industrial Area

Plot No.....

This Lease Agreement is made on the.....day ofin the year between Rajasthan State

Industrial Development & Investment Corporation Limited, Jaipur, a Public Limited Company incorporated under the Companies Act 1956, having its Registered Office at Udyog Bhawan, Tilak Marg, Jaipur (Rajasthan: India)-302005 (hereinafter called 'the Lessor' which expression shall, unless the context does not so admit, includes 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

.....And.....

Shri. S/o Age years

R/o

.....

Shri. S/o Age years

R/o.

.....

.....

AND

Shri. S/o Age years

R/o.....

constituting the registered partnership under name & style of firm

M/S.....

registered under the Indian Partnership Act, 1932 and having its registered office at

.....

.....

OR

M/s. incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at

OR

an one person company or charitable object company or Private Ltd./Public Ltd. company registered under the Indian Companies Act 1956 or 2013, as the case may be, and having its registered office at

OR

., a Society, registered under the Co-operative Societies Act and having its registered office at

OR

Public/Private Trust registered under either the Indian Trust Act or Rajasthan Public Trust Act having its registered office at

(hereinafter called 'the Lessee' which expression shall, unless the context does not so admit, include his/her/its 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/Special Parks and the Lessor either planned the aforesaid land into plots for leasing out to entrepreneurs/developers for the purpose of setting-up the industrial/supportive services/other category units or leasing out the aforesaid land on 'as is where is' basis i.e. on undeveloped basis for setting up an industrial unit/industrial park.

WHEREAS, the Lessor has agreed to demise and the Lessee has agreed to take on lease, the Plot No. in the Industrial area at Unit Office

or land of Khasra Numbers (Described in schedule) situated at

village. Tehsil. District. on the terms and conditions of the allotment letter No. dated. issued by the Lessor and on the terms and

conditions hereinafter appearing for the purpose of Industrial use or setting up the Special Park for activity of and/or any other product/activity that may be allowed by the Lessor in writing according to the factory bye-laws, design and building plans approved by the Lessor or proper municipal or other competent

authorities and relevant rules of the Lessor.

WHEREAS, the Lessor has handed over physical possession of the said demised plot/land to the Lessee on

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS :

1: In consideration of the covenants and agreement herein contained and on payment by the Lessee of Rs. (in words Rs.) towards the

annual/one time Economic Rent (strike out which is not applicable) and 25% amount of premium of the demised plot/land (the receipt whereof the Lessor hereby acknowledges) and further agreeing by the Lessee to make payment of balance amount of premium Rs. (Rupees)

only along with applicable 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 installment fall in arrears, the Lessor doth hereby demise to the Lessee the plot of land numbered as above in Industrial Area..... containing by measurement. sqm. or chunk of land hereby demise to the Lessee containing

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

- 1(a) A right to lay water mains, drains, sewers, electric wires, gas pipelines, optical fibre cable etc. 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) Full right to enhance or revise annual charges such as Service Charges, Economic Rent, Cess etc. applicable as per rules or any other charges of identical nature, if imposed by the Lessor from time to time including right to enhance the premium towards aforesaid demised plot/land, if compensation amount under any award is enhanced by the Court of Law subsequently due to any reason and right to recover the same from the Lessee. However, economic rent shall be revised after a period of 5 years and enhancement in economic rent shall not exceed 25% of the rent payable for the period immediately preceding revision. The quantum of economic rent so 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.
- 1(d) To resume and vest the un-utilised or surplus allotted land/plot on expiry of

the prescribed/extended time period allowed by the Lessor for commencing activity for which land is allotted.

- 1(e) To resume possession of the demised land, in case, the Lessee fails to make payment of premium of demised land/plot to the Lessor, irrespective of the first charge of the financing body or bodies on the demised land/plot.

2: PAYMENT OF DUES, CHARGES AND TAXES

- 2(a) That the Lessee will bear, pay and discharge all rent, taxes, charges and assessment of every description which may, during the said terms, 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(b) Premium of Land: The Lessee shall pay the Premium of the plot/land calculated at the rate decided by the Lessor for each Industrial Area/demised land.
- 2(c) Economic Rent-Yielding and paying of one time in lump-sum amount equal to the economic rent of 10 years.

OR

Economic Rent-Yielding and paying thereof unto the lessor by 31st day of July in each year in advance. (strike out which is not applicable)

- 2(d) Service Charge: 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, charges, levied or imposed and revised by the Lessor from time to time. Such charges will be payable by the Lessee by 31st day of July in each year in advance for every year otherwise, the Lessee shall pay interest thereon as per prevailing rules.
- 2(e) GST: The Lessee shall pay Goods & Service Tax or any other identical nature of tax as demanded including interest and penalty thereon, if any 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.

3. GENERAL PROVISION RELATED TO DEMISED LAND/PLOT

- 3(a) That the Lessee shall not make any excavation upon any part of the demised premises except required for foundation of building and for levelling and dressing the area.
- 3(b) That the Lessee will obey and make compliance of the rules of Municipal/local body or other competent authority now existing or thereafter to exist so far as they relate to immovable property or effect health, safety, convenience of the other inhabitants of the area / place.
- 3(c) If during the term of the lease, the Lessee or his workmen or servants, injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised or 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 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 or any other competent authority, as the case may be, whose decision as to the extent of injury or damage or the amount of damages payable thereof shall be final, conclusive and binding on the Lessee.

- 3(d) That Lessee will plant and maintain adequate number of trees on the demised premises and shall not dig/bore/drill any well/tube-well in the demised premises without prior permission of competent authority or Lessor, as the case may be.
- 3(e) 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.
- 3(f) 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.
- 3(g) 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.
- 3(h) The Lessee shall abide the norms/guidelines issued either by the Lessor or any other competent authority from time to time with regard to roof run off and surface run-off Rain Water Harvesting, according to design and drawing, as may be prescribed by the Lessor or any other competent agency from time to time. The Lessee shall also ensure that pre-treatment is made for removing suspended material, oil, grease etc. before recharging the rain water in order to prevent the contamination of underground water and also ensure to make available drinking water in its premises in healthy manner.
- 3(i) The Lessee shall use energy conservation measures to the possible extent according to guidelines/policies/directions/norms of statutory body/competent authority of the Central/State Government.
- 3(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 building erected thereupon in order to inspect the same.
- 3(k) All allottees of industrial land who want to change product to IT/ITeS (switch over cases) or old allottees who were given land for setting up of IT/ITeS industries prior to coming into force RIICO Building Regulations-2021, may also opt to construct buildings as per the building parameters for the IT/ITeS industries provided in the said regulations.

Provided that if such allottees who have opted the building parameters for

IT/ITeS provided in the Building Regulations-2021 then normally no change in product from IT/ITeS industry 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/BAR admissible for IT/ITeS industry as per the above building parameters, to RIICO and the same shall vest with the Corporation.

4: ENVIRONMENTAL MANAGEMENT AND POLLUTION CONTROL MEASURES

- 4(a) The Lessee shall obtain all requisite clearance/consent/approval/authorisation from the competent authority(s) such as MoEF&CC, SEIAA Rajasthan, CPCB, RSPCB, CGWA etc. for the project/ activity in the demised premise and get them renewed from time to time as prescribed by issuing authority. The Lessee shall submit copy of these clearances/consent/approvals to the Lessor within 30 days from the date of its issuance. The Lessee shall also observe and comply with the terms and conditions so imposed by aforesaid authorities and shall also strictly adhere the guidelines/directions/orders issued from time to time in this regard.
- 4(b) That the Lessee shall strictly adhere all relevant provisions of laws in force in the country pertaining to prevention & control of pollution and protection of Environment, applicable on the project to be implemented by the Lessee on the demised premises.
- 4(c) That the Lessee shall also under obligation to comply with the directions, orders, judgements, etc. given by any court of law including National Green Tribunal or any other agency of the Central/State Government from time to time regarding prevention & control of pollution and protection of Environment, applicable on the Lessee.
- 4(d) The Lessee should take all necessary measures required for prevention, control and abatement of air pollution in order to maintain wholesomeness of natural environment.
- 4(e) The Lessee should follow all measures as notified in Graded Response Action Plan through Environment Pollution (Prevention & Control) Authority vide S.O. 118 E dated January 12, 2017 as contained in Gazette notification dated 12.01.2017.

SPV for CETP Infrastructure and Solid Waste (Hazardous and Non Hazardous) Disposal System (SWDS)

- 4(f) The Lessee shall mandatorily become a member of SPV (Special Purpose Vehicle) created under the Companies Act 1956 or 2013, as the case may be for setting up and operation & maintenance and further up-gradation of the CETP Infrastructure and Solid Waste (Hazardous and Non-Hazardous) Disposal System (SWDS) or any other measures required for abating any type of Pollution. CETP infrastructure includes Common Effluent Treatment Plant (CETP), internal conveyance system of the industrial area/effluent conveyance system from industrial units to CETP, treated waste water re-circulation system from CETP back to concerned industrial

units, reject management system and other related equipment such as effluent measuring flow meter/ essential sensors for measurement of desired quality and quantity parameters, SCADA system etc. The Lessee shall ensure primary / pre-treatment of effluent in its premise up-to the inlet CETP standards as prescribed by RSPCB/ CPCB/ SPV before discharging the effluent into the conveyance system joining the CETP.

- 4(g) That all the Capital & Revenue expenses relating to acquisition of land for CETP, construction and operation and maintenance of CETP Infrastructure & SWDS shall be borne by the Lessee being member of the SPV in the proportion as decided by the Board of Directors of such SPV or any other competent authority in this regard.
- 4(h) The Lessee shall abide by all the terms and conditions imposed by the concerned authorities in Environmental Clearance/ Consent to Establish / Consent to Operate/ CGWA approval obtained by RIICO for development of industrial area concerned to the extent of these applicability on the Lessee' unit.
- 4(i) That the Lessee shall not use any space in the industrial area other than designated premises for dumping of all kind of solid waste generated by his industrial unit including product waste/ash/stone cutting waste/stoneslurry/sludge/ rubbish/debris etc. and shall take all required measures including collection, segregation and recovery of recyclable material before properly disposing it in the designated site.

Provided, if any space/site is not designated for dumping of solid waste by the Lessor, then the Lessee shall make appropriate arrangement for the same at his own level.

Provided further, if building construction area is over and above 10,000 sqm, then the Lessee shall have to prepare a plan for complete and comprehensive system of collection of Municipal Solid waste strictly in accordance with the Solid Waste Management Rule, 2016.

Domestic Wastewater Treatment and Disposal

- 4(j) The lessee shall construct a Septic Tank/ Sewage Treatment Plant (STP) of appropriate size and design in its premise for treatment/ storage and disposal of generated domestic waste, if any. However, if building construction area is over and above 10,000 sqm, then the Lessee shall have to construct STP on the allotted land/ plot.

5: UTILIZATION OF PLOT/LAND

That the Lessee shall erect the building on the demised premises in accordance with the terms and conditions as stipulated in allotment letter and site plan **of the** plot and will complete construction of building and commence production activity within three years from the date of handing over the possession of the demised land/plot or within such extended period as may be allowed by the Lessor in writing at its discretion either on payment of requisite charges or otherwise. In case, possession of demised land/plot is given prior to declare the industrial area as "developed", the period of three years shall be reckoned from the date of declaration of

industrial area concerned as "developed" or part thereof.

Provided, demised land/plot is allotted under the provisions of Rule 3(W) of RIICO Disposal of Land Rules, 1979 (as amended), the Lessee shall complete construction of building in accordance with terms and conditions of the allotment letter and site plan of the plot and commence production activity within 3(three) years from the date of allotment of demised land/plot or within such extended period as may be allowed by the Lessor in writing at its discretion on payment of requisite charges or otherwise, as the case may be.

Further provided, if any change in stipulated period of 3(three) years for commencement of activity/production is made by the Lessor, then amended provisions shall be applicable on the Lessee and the Lessee shall be under obligation to utilize the demised land/plot accordingly.

6: CHANGE IN PRODUCT

That the Lessee shall apply in writing for obtaining permission for any change in the sanctioned product or production capacity or process of manufacturing to the Lessor. If no communication is received by Lessee from the Lessor within a period of 60 days, request shall be deemed as accepted by the Lessor. However, Lessee proposing to set up any industrial unit under red category as notified by Pollution Control Board or setting up effluent generating unit, he shall be required to take written permission from the Lessor along with consent of Pollution Control Board before initiating any change in their manufacturing product.

Provided, demised land/plot is allotted under the provisions of Rule 3(W) of the RIICO Disposal of Land Rules, 1979, the Lessee shall mandatorily obtain permission for change of product from the Lessor in writing.

7: TIME EXTENSION

The Lessee shall seek time extension for deposition of Premium & other dues and time extension for utilization of the plot/land beyond stipulated period from the Lessor in writing by giving valid/cogent reasons and it may be at discretion of Lessor to extend time for these purposes as per prevailing rules.

8: MORTGAGE OF LEASE HOLD RIGHTS

- 8(a) The Lessee may mortgage and/ or hypothecate and/or create charge and create other encumbrance on the demised land/property for the limited purpose of offering such assets as security in favour of lenders for securing repayment of loan and/or any amount payable by the Lessee to such lenders which may be any banking company or a banking institution notified by the Central Government under Section 51 of the Banking Regulation Act, 1949 or a corresponding new bank as defined under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 or public financial institutions which are notified or may be notified by the Central Government in this behalf in consultation with Reserve Bank of India or private lending agencies (hereinafter called as financial body or bodies) for any loan taken by him/it for erection of building of factory,

purchase of plant & machinery and/or for avail working capital facility to run the project.

Provided further that in case the allotment of plot has been made on concession under concessional category entrepreneurs viz; members of SC/ST, Ex-Serviceman, Dependents of deceased armed forces service personnel/Paramilitary personnel, Person with Benchmark Disabilities, Women entrepreneur or such category as may be included in future in rule 3A of RIICO Disposal of Land Rules, 1979, then in case of transfer of plot from concessional category to general and other category prior to five years from the date of commencement of production activity, then the concessions given in the rate of allotment shall be recovered with interest along with transfer premium payable as per rules.

(Amended vide item (19) of IDC meeting held on 21.09.2023)

In such case, where mortgage/hypothecation and/or any other encumbrance created on the demised land/property, first charge of the Lessor shall rank second to the charge of the financing body or bodies provided financial body or bodies shall inform the Lessor for mortgaging/hypothecating/create charge on demised land/plot and keep a specific clause in their loan agreement(s) and mortgage deed(s)/hypothecation deed that breach of any of the conditions of these present (Lease Agreement) shall be treated as breach of the conditions of their loan agreement(s) and mortgage deed(s)/hypothecation deed.

Provided, that the above provision shall not be operative where land is allotted on instalment facility or entire Premium of allotted land/plot has not been paid by the Lessee and/or sheds are constructed and allotted on hire purchase basis by the State Government/Lessor. In such cases, the Lessee could create first charge or hypothecate or mortgage in favour of financing body or bodies on land /or shed, as the case may be, with the condition that the unpaid premium of the plot/ land and/or cost of shed, as the case may be, shall be remitted to the Lessor by such financing body or bodies in whose favour the charge has been created or assets have been mortgaged or hypothecated, if the Lessee(allottee) fails to make payment of the balance amount of Premium and /or the cost of shed in time as per terms and condition of allotment.

Provided further that Collateral security of the demised plots/land/property for creation of mortgage/hypothecation etc. for loan or any other purpose for himself or any other would be allowed to be created only in favour of financing body/bodies mentioned in clause 8(a) of this Lease Agreement subject to ensuring that the Lessee has cleared all the outstanding dues of the Lessor and there is a condition in respect of collateral security to be created in the sanction letter of the concerned financial body or bodies.

- 8(b) That the Lessee and concerned financial body or bodies will inform the Lessor the details of finance(s) raised on the security of the demised property herein mentioned in the schedule from time to time till the loan(s) is/are re-paid to the financial body or bodies.

9: TRANSFER, SUB LEASE, SUB-LETTING, SUB-DIVISION AND RELINQUISH OF RIGHTS IN THE DEMISED LAND/PLOT

The Lessee will not without the previous consent in writing of the Lessor, sub lease, sublet, relinquish, sub-divide the demised premises or the building standing thereon or both as a whole and every such transfer, assignment relinquishment, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee /assignee shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof and applicability of charges and prevailing applicable rules of the Lessor on the Lessee.

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

Provided further that the Lessee if relinquishes his rights in the said premises by assignments or due to his death or by operation of law or otherwise whomsoever become assigned, inherited or transferred during

10: NUISANCE

the term of lease hereby granted within a period of three 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 Letter of Administration, decree, order, certificate or other document of affecting or evidencing such assignment, inheritance or transfer and document(s) as aforesaid accompanying the said notice which shall remain for 7 days at the office of the Lessor and it is hereby covenanted that failure to carry out this condition will without prejudice to the right of the Lessor to determine this Lease Agreement for breach of this covenant entail penalty of Rs. 5000/- to be paid by the Lessee. However, if the Lessee's firm is dissolved and no 'successor in interest' is there or appointed within 90 days of its dissolution, the Lessor shall be entitled to determine this Lease Agreement.

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 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 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 neighbourhood.

11: ABIDE BY RIICO DISPOSAL OF LAND RULES, 1979

11(a) That the Lessee shall also abide by the terms and conditions of the

Allotment Letter, RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. In case of any discrepancy in covenants of Lease Agreement of these presents and provisions of RIICO Disposal of Land Rules, 1979, rules of 1979 shall prevail over the covenants of Lease Agreement.

- 11(b) The Allotment Letter shall be part and parcel of this Lease Agreement and subsequent permission for transfer/assignment of lease hold rights shall also be part and parcel of this Lease Agreement.

12: DETERMINATION OF LEASE AND RESUMPTION OF LAND

Notwithstanding anything, herein 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 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 @ % per annum and 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 up-to 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 thirty days 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

Provided further and always the right of re-entry and determination of the Lease of the put shall not be exercised by the Lessor if the Lessee remedy the breach within a period of 45 days from the date of issuance of show cause notice issued by the Lessor in accordance with RIICO Disposal of Land Rules, 1979 or if financing body or bodies remedy the breach within a period of 90(ninety) days from the date of show cause notice issued/served by the Lessor on such financing body or bodies regarding said breach or breaches.

13: JURISDICTION OF COURT

All legal proceedings for breach of the aforesaid conditions shall be lodged in

courts situated at Jaipur and not elsewhere.

14: INDEMNIFICATION

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.

15: NOTICE

Any notice or communication required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if, served by “E-mail/Registered Acknowledgement Due Post/Authorised Courier Service/Speed 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.

16: SECURITY DEPOSIT

- 16(a) The security deposit made with the application for allotment of land shall be refunded to the Lessee after utilization of the plot for the purpose it was allotted on application made by Lessee or any other product which is permitted by the Lessor in writing subsequently.
- 16 (b) The security deposited by the Lessee shall stand-forfeited whenever there is a breach of any condition contained in the said Lease Agreement.

17: POWERS

All powers exercised by the Lessor under this Lease Agreement may be exercised by the Managing Director or such other authority authorized in this behalf by the Lessor.

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.

18: STAMP DUTY & REGISTRATION

The stamp duty and registration charges including other charges, if any in respect of the preparation and execution of the lease and its duplicate including the cost, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

SCHEDULE OF INSTALMENT OF PREMIUM:

Installment No.	Premium of Land/Plot	Interest @ ____% p.a. on balance on Premium	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 Lessee-

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

Signature:

Signature:

Name :

Name:

PAN No.

PAN No. AABCR4695J

AADHAR NO.

Designation:

Status/Designation:

1. Witness:-

2. Witness:-

Signature:

Signature:

Name :

Name :

Address:

Address:

(New Form C & D inserted as per IDC decision vide item (5) of its meeting dt.29.08.2017)

RIICO BUILDING REGULATIONS – 2021

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RIICO BUILDING REGULATIONS – 2021

FORM ‘E’

FORM 'E' BUILDING REGULATIONS: INDUSTRIAL BUILDINGS

1. PREAMBLE

These Building Regulations shall be applicable to all Industrial plots in RIICO Industrial Areas.

2. DEFINITIONS

2.1 For all definitions, building part requirements and Fire Fighting

requirement definitions given in 'National Building Code of India' and 'Model Rajasthan Urban Areas Building Regulations-2020' issued by Urban Development & Housing Department, Government of Rajasthan and including amendment therein amended from time to time, shall be mutatis-mutandis apply.

- 2.2 For other provisions which not specifically mentioned in these Building Regulations provisions given under 'Model Rajasthan Urban Areas Building Regulations-2020' shall be applicable to extent of such provisions only.

3. GENERAL CONDITIONS

- 3.1 All buildings shall be constructed in accordance with the RIICO/Municipal bye-laws, regulations and lease deed conditions in force from time to time as well as any other law, rules and regulations time being in force relating to the construction and use of the premises.
- 3.2 The Lessee shall meet all statutory liabilities under various laws/obligations for safety measures at its cost and responsibility.
- 3.3 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.
- 3.4 No permanent nature of structure shall be built on the plot in the setback area.
- 3.5 In case, the construction is made in violation of approved norms and building plans the Lessee shall be held accountable for such violation & liable for action/cancellation of the plot, if the unauthorized construction is not removed.
- 3.6 For any relaxation in prescribed building parameters prescribed in the Regulations, prior permission shall be obtained from authorized officer/committee subject to provision contained in Building Regulation.

4. BUILDING PLAN APPROVAL

4.1 For Industrial building in plot size upto 40,000 sqm with construction area below 10,000 sqm

- 4.1.1 The Lessee shall submit proposed Building plan to the concerned Unit office for record purpose before commencement of construction activities on allotted plot.
- 4.1.2 Construction in such plot can be taken up as per provision of these Building Regulations without approval of building plan from the Corporation.
- 4.1.3 If, the Lessee does not submit Building plan to the concerned Unit office for record purpose before commencement of construction activities on allotted plot, then, a penalty @ 1% of prevailing rate of allotment of the industrial area concern calculated on total plot area subject to maximum upto Rs. 1.00 lakh, shall be charged from the Lessee at the time of submission of building plans for record. Only after the lessee had

submitted building plan, action for verification of Production activity shall be taken by the Unit office as per rules.

The above provision would be applicable on the new construction with prospective effect.

4.2 For Industrial building in plot area above 40,000 sqm or with construction area of 10,000 sqm and above

4.2.1 No construction work shall be commenced unless the building plans have been approved by the authority/officer authorized by the Corporation.

4.2.2 No additions or alterations of buildings (except internal alteration which do not affect provision of Building Regulations), for which Building Plan have been so approved, shall at any time be made except with the prior approval of the said authority/officer.

4.3 Additional provisions and conditions for construction area 10,000 sqm and above

4.3.1 Sewerage Treatment Plant (STP) of required capacity, which shall bring sewerage and domestic discharge within the parameters as prescribed by Department of Environment, shall be included.

4.3.2 A complete and comprehensive system of collection, transportation and disposal of Municipal Solid Waste strictly in accordance with the Solid Waste Management Rule 2016 (as amended from time to time), shall be included.

4.3.3 The Lessee shall provide a certificate of an environmental consultant registered with Department of Environment, GoR/MoEF, at the time of submission of building plans, that provisions have been made in the building plans in accordance with prescribed norms of the Department of Environment.

4.4 Competent Authority

Concerned Unit Head shall be competent authority for approval of building plan. The Corporation may authorize any other authority/officer in this behalf.

4.5 Technical person eligible for submission

4.5.1 Architect registered with Council of Architecture shall prepare and submit the building plan.

The Architect shall certify that the building plan prepared is as per the technical norms.

4.5.2 In case, the plan submitted by the Architect is 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.

4.5.3 Building Plan Submission

The drawings to be submitted for the record/approval of the Corporation shall include:

(i) All floor plans, elevation and sections through staircase and toilet drawn to

a scale of one in hundred, clearly indicating the sizes of rooms and the position of staircases, ramps and lift-wells including escalator spaces

- (ii) The use of all parts of the building
- (iii) Terrace plan indicating the drainage and slope of the roof
- (iv) The north point relative to the plans
- (v) Detailed calculations of BAR achieved (with area on each floor), proposed height of the building and parking requirements
- (vi) Details to a scale of one in twenty, when required
- (vii) Site plan drawn to a scale of one in five hundred showing the layout with the proposed building/s shown in red therein
- (viii) Rain Water Harvesting plan
- (ix) All provisions related to Active and Passive Fire Protection requirements adhering National Building Code and movement of firefighting engine around the building (wherever required)
- (x) Provision of Sewerage Treatment Plant (STP) and collection, transportation and disposal of Municipal Solid Waste (wherever required).
- (xi) Any other details or particulars required by the Corporation.

4.5.4 For building covered in Regulation the Lessee shall submit one copy of the building plan for record. However, **for Industrial building in plot size from 4000 sqm to 40,000 sqm and with construction area 2000 sqm to 10,000 sqm**, Lessee shall submit with a certificate duly self-certified that submitted building plans are as per prevailing norms and proposed building is also structurally safe, before commencement of construction activities on the allotted plot.

4.5.5 For building covered in Regulation 4.2, or if Lessee seeks approval from the Corporation, then the Lessee shall submit four copies of the building plan for approval before commencement of construction activities on the allotted plot. Two copies of approved building plan shall be provided to the Lessee.

A Certificate of the structural engineer to certify that 'the structural design including safety norms from earthquake has been duly incorporated in the design of the building and these provisions shall have to be adhered to during the construction by the allottee of plot' shall also be submitted.

4.6 Time period for Building Plan Approval

The plan submitted by the applicant, prepared and duly certified by the Architect, and complete in all respect, shall be deemed as approved if the concerned Unit office of the Corporation has not raised any objection/query within a period of two weeks time.

4.7 Charges for Building Plan Approval

No charges shall be levied for approval of building plan of Industrial buildings in RIICO Industrial areas.

However, in cases where construction is existed prior to the approval of building plan, than in such cases, Building plan as per new Building Regulations may be approved subject to construction erected on the site is within the prescribed/given building parameters in following manner:

- a. In case the allottee has made application with all requisite documents and submitted building plan prior to start construction but erected building without approval – Lumpsum fee for approval of Building plan – Rs. 1,00,000/-
- b. In case the allottee has erected building without making application and without submitting building plan and later on apply for approval of building plan – Lumpsum fee for approval of Building plan – Rs. 3,00,000/-

Provided that_

- (i) Any unauthorized construction should be removed by the lessee before approval of building Plan.
- (ii) Production verified shall be as per rules only when the lessee has got approval of building plan, for allotted Industrial plot.

5. SETBACKS OF INDUSTRIAL PLOTS (in all industrial areas including transferred areas)

5.1 Minimum setbacks for various sizes of plots shall be as follows (TABLE -1):

Plot Area (sqm)	Front Setback (m)	Side Setback-I (m)	Side Setback-II (m)	Rear Setback (m)
<u>Upto</u> 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	4.50	4.50	4.50
10,001 to 50,000	7.50	4.50	4.50	4.50
Above 50,000	9.00	9.00	9.00	9.00

5.2 Plot having area of 4001 sqm or above shall be required to leave a clear passage of minimum 4.5 m, around the building for movement of firefighting engine.

5.3 Corner plots would have two front setbacks as indicated in Table 1.

5.4 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 may be re-determined by Unit office only if it is in conformity with the building line on the other road.

5.5 The prescribed setbacks are minimum and may be increased to maintain uniformity in the area as may be considered necessary.

5.6 Prescribing setbacks to sub divided plots

The setbacks of the sub-divided plots shall be allowed subject to maintaining front setbacks as prescribed for the particular block, and for remaining sides as per Table-1 of Form-E.

(Partially amended vide office order dated 27.04.2023 with the approval of MD)

5.7 Prescribing setbacks to merged/reconstituted plot

Following are the norms for prescribing the setbacks of the merged/reconstituted plot

5.7.1 Plots not having any construction: All setbacks shall be prescribed in accordance to the area of reconstituted plot as prescribed in rule.

5.7.2 Original plot having construction (without any violation) and other plot(s) which is being reconstituted without any construction: All setbacks in constructed plot of such reconstituted plot may be retained as per original and construction shall be permitted in the balance area in conformity with the building line of the existing construction, provided that the gross utilized area (after new construction) does not exceed the permissible utilizable area as per the size of the reconstituted plot. However, passage around the building for movement of firefighting engine shall be mandatory for plots having area of 4001 sqm or above.

Original plot as well as other plot(s) which is being reconstituted having construction (without any violation): All setbacks shall be prescribed as per Regulation 5.7.2 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 utilized area is within permissible limit as applicable for the size of the reconstituted plot.

5.7.3 In Regulation 5.7.2 and 5.7.3 above, the Lessee would have to remove the remaining construction falling in setback area of the reconstituted plot, which is not covered under either applicable category (i.e. 5.7.2/5.7.3).

6. PERMITTED FACILITIES IN SETBACK AREA (TABLE-2)

S. No.	Area of plot (Acres/Sqm)	Permitted Facilities				
		Security Room, LT Meter Room & Time Office in front/side set backs (Dimensions in m)	Security Room, HT Meter Room & Time Office in front/side set backs (Dimensions in m)	Cycle, Scooter Car Shed in side/rear setback (Dimensions in m)	Toilet Block in side /rear setback (Dimensions in m)	Chowkidar Quarter in Rear setback (Dimensions in m)
1	2	3	4	5	6	7
1	500-1000 sqm	3.30x 5.50	3.30x 6.00	2.00x 5.00	1.50x 2.00	-
2	1001-3000 sqm	3.30x 5.50	3.50x 6.00	2.00x 8.00	1.50x 3.00	3.00x 6.00
3	3001-4000 sqm	3.30x 6.60	3.50x 7.00	3.00x 8.00	2.50x 4.50	3.00x 6.00
4	4001-5000 sqm	4.00x 6.60	4.00x 7.00	3.00x 8.00	2.50x 4.50	3.00x 6.00
5	5001-10000 sqm	4.00x 6.60	4.00x 7.00	4.00x 20.00	4.0 x 6.0	3.50x 6.00
6	10001 sqm to 5 acres	-	4.50x 7.00	5.50x 20.00	4.00x 7.00	3.50x 6.00 (Two Nos.)
7	Upto 15 acres	-	5.50x 8.00	5.50x 25.00	4.00x 8.00	3.50x 6.00 (Two Nos.)
8	Upto 50 acres	-	6.00x 9.00	5.50x 30.00	4.00x 9.00	3.50x 6.00 (Four Nos.)
9	Above 50 acres	-	6.00x 10.00	5.50x 35.00	4.00x 10.00	3.50x 6.00 (Four Nos.)

6.1 Other permitted facilities in setback area

- 6.1.1 D.G. set room to the extent of permissible size of Security Room-cum-LT/HT Meter Room.
- 6.1.2 Transformer platform and its shed as approved by DISCOM/ Vidyut Vitaran Nigams in industrial units whose power connection is 60 HP or more.
- 6.1.3 An underground water storage tank (below drive way level) of the size equal to two days water requirement given in the project report or calculated on 1 litre per sqm of plot area per day.
- 6.1.4 Parking (Cycle/ Scooter/ Car) shed with three sides open. Parking shed constructed in front set back shall have only temporary roof like corrugated sheets etc.
- 6.1.5 Porch, staircase, architectural aesthetic features within 50% of the width of the setbacks or 3 meters whichever is less.
- 6.1.6 Rain Water Harvesting structure (below drive way level)
- 6.1.7 One overhead water reservoir on columns with a maximum of 5 m external diameter shall be permitted in side/rear setbacks.

- 6.1.8** Treatment plant, cooling towers and chimney in side/rear setbacks.
- 6.1.9** Weigh bridge platform(s) for captive use in plot area 1500 sqm and above. In plots 10000 sqm and above a weigh bridge room upto size 3.00 X 4.00 m.
- 6.1.10** One First Aid room or Dispensary upto 50 sqm in area in plot area 10000 sqm and above
- 6.1.11** Gantry Crane for loading/unloading purposes in side setback area in allotted plot to a stone based industries (processing units) in plot area 1000 sqm and above.
- 6.1.12** In plot area measuring 10 acres and above, following facilities upto 3.5% of the setback area in the plot may be permitted.
- i. ATM
 - ii. 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.
- 6.1.13** One HSD (Diesel)/fuel storage tank for self-consumption subject to NOC from the concerned departments (fire/explosive department as the case may be) for its location, size etc.

6.2 Conditions for construction of permitted facilities

- 6.2.1** 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.
- 6.2.2** 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 3.50 m above plinth level.
- 6.2.3** 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.
- 6.2.4** The compound wall of corner plots shall be chamfered/rounded and no facility shall be allowed at the junction point.
- 6.2.5** These facilities should not create obstructions to the movement of fire tender in the plot.
- 6.2.6** Permitted facility in setback area shall not be covered under BAR.

7. HEIGHT OF INDUSTRIAL BUILDING

- 7.1** Maximum height of Industrial building shall be upto 15 m only without restriction of number of floors.

Provided that height of the industrial building may be permitted upto 18 m by concerned Unit Head at the time of approval of building plan, subject to condition that NOC is obtained from concerned authorities like Fire Fighting and Airport Authority (if required), plot is located on road having ROW of 18 m and above and on payment of betterment levy for construction beyond 15 m.

- 7.2 Industrial building with one storey shall not be having restriction of height.
- 7.3 For Height of chimney, the norms set by Rajasthan Pollution Control Board shall be followed.
- 7.4 The Land Plan Committee (LPC) may consider to approve construction of building structures as per project need, beyond 18 m, on submission of building plan and thereafter its approval subject to condition that NOC is obtained from other concerned authorities, like Fire Fighting and Air Port Authority, if required, plot is located on road having ROW of 18 m and above and on payment of betterment levy for construction beyond 15 m.
- Provided that*, in cases where construction is existed (beyond 15 m height) prior to the approval of height of building by LPC and approval of building plan, same may be considered **on merit** by depositing fees as per point 4.7.
- 7.5 To avail building height more than 15 m, betterment charges shall be leviable at the rate of 10% of prevailing allotment rate of concerned industrial area for constructed area beyond 15 m.
- (inserted vide item (15) of IDC meeting held on 10.03.2023)*

8. BUILT UP AREA RATIO (BAR)

BAR shall be applicable to the Industrial plot as per location of the plot:

S. No.	Right of way of road	BAR
1	Up to 18.00 m wide (including 18.00 m)	1.50
2	Above 18.00 m to 24.00 m wide (including 24.00 m)	1.60
3	Beyond 24.00 m wide	1.75

Note: Within the prescribed maximum height, if prescribed BAR is not achieved then maximum height of the building will prevail. The given setback and height shall not be relaxed.

- 8.2 Industrial plot/building proposed to be used for setting up of Garment/ Gems & Jewellery unit shall be allowed 2.0 BAR.
- 8.3 For calculation of BAR, 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 'Model Rajasthan Urban Areas Building Regulations-2020' and its amendment made from time to time.

9. PARKING

Adequate open/covered parking shall be provided within the plot by the Lessee for vehicles of owners, staff and visitors as below:

- 9.1 Industrial plots falling in Large towns (Towns having more than 1 lakh

population): One equivalent Car Parking Space for every 100 sqm of BAR area.

- 9.2 Industrial plots falling in Small and Medium towns and other than mentioned at Regulation 9.1: One equivalent Car Parking Space for every 200 sqm of BAR area
- 9.3 No parking of vehicles shall be allowed on roads/out side the premises of the plot(s).
- 9.4 Parking provision for additional BAR shall be permitted as per new Building Regulations keeping existing parking provision as per earlier rules.

10. BASEMENT IN INDUSTRIAL PLOT

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

- 10.1.1 The basement shall not be used for residential purpose.
- 10.1.2 The basement shall only be constructed within the prescribed setbacks.
- 10.1.3 No basement shall be allowed in the permitted facility area in the setback area.
- 10.1.4 The allottee of plot shall be responsible for any dispute/damage due to construction of basement, in adjoining properties including neighbour's properties.

- 10.2 Basement may be put to the following uses only:

- 10.2.1 Storage of industrial or household goods.
- 10.2.2 Strong rooms, cellars, etc.
- 10.2.3 Air-conditioning equipment and other machines used for services and utilities of the building and Parking spaces.

- 10.3 The basement shall have the following requirements:

- 10.3.1 In every part, basement shall be at least 2.75 m in height from the floor to the underside of the roof slab or ceiling.
- 10.3.2 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.
- 10.3.3 The staircase of the basement shall be as per fire safety measures of National Building Code.
- 10.3.4 The maximum height of the ceiling of any basement shall be 1.2 m above the average surrounding ground level.
- 10.3.5 Adequate arrangements shall be made such that surface drainage does not enter the basement.
- 10.3.6 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.

10.3.7 Open ramps shall be permitted if constructed leaving the setback area subject to the Regulation 10.3.4.

10.3.8 The access to the basement shall be separate from the main and alternative staircase providing access and exit from higher floors.

10.4 Basement area shall not be counted in BAR.

11. BUILDING PARAMETERS FOR THE IT INDUSTRIES & IT ENABLED SERVICES (ITeS) and FINTECH BUILDINGS

11.1 The Building parameters to the IT Industries & IT enabled Services (ITeS) and FINTECH shall be same as applicable to Institutional buildings provided in 'Model Rajasthan Urban Areas Building Regulations-2020'.

11.2 Minimum road width shall be 18 m 11.3 Standard BAR:

- i. Plot area upto 4000 sqm – 2.625
- ii. Plot area 4001-10000 sqm – 3.00
- iii. Plot area 10001 sqm and above - 3.75

11.4 Beyond standard BAR betterment levy shall be charged as per Regulation 2.5 of Form E-1.

11.5 In plots measuring more than 8000 sqm following incidental uses are permitted for benefits of units and their employees:

- i) 4% of total of Standard BAR for Commercial facilities.
- ii) 2% of total Standard BAR for Recreational facilities.
- iii) 10% of total Standard BAR for residential facilities.

11.6 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 opt to construct buildings as per the above building parameters/bye-laws.

11.7 In such cases where in above building parameters 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/BAR admissible for IT/ ITeS industry as per the above, to RIICO and the same shall vest with the Corporation.

11.8 The terms and conditions at Regulation 11.6 & 11.7, above will be incorporated in the lease deeds also.

11.9 Parking area requirement for Data Centre Units will be 1 ECU per 100 sqm of designated office area OR 1 ECU per 300 sqm of total built up area.

(Inserted vide item (15) of IDC meeting held on 21.09.2023)

12. BUILDING PARAMETERS FOR PLUG & PLAY FACILITY/ FLATTEFACTORY BUILDINGS

- 12.1** Building parameters shall be applicable as per Institutional plot and shall be allowed on 18.0 m & above wide roads
- 12.2** Built up area upto 4% of permitted BAR shall be allowed for commercial facilities and 2% of permitted BAR shall be allowed for Recreational facilities.
- 12.3** In plots of 5 acres and above 5% of permitted BAR shall be allowed for residential facilities
- 12.4** Beyond standard BAR betterment levy shall be charged as per Regulation 2.5 of Form E-1.
- 12.5** Building plans shall be approved by a committee comprising of Unit Head Concerned, Sr. RM/RM/ARM and Sr. Planning Assistant/Planning Assistant.

13. HOUSING IN INDUSTRIAL PLOTS

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

- 13.1** 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.
- 13.2** In industrial plots of all types, residential construction to the extent of 200 sqm on the first floor (not beyond available floor area after leaving setback) of the factory building shall be allowed.
- 13.3** The Lessee 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.

14. PROMOTION OF GREEN BUILDINGS

- 14.1** On the construction of Green building, extra BAR shall be allowed as per the provision of rule 10.11.6 in 'Model Rajasthan Urban Areas Building Regulations-2020'.

On the construction of Green building, extra BAR shall be allowed as follows:

- (i) Platinum Rated or equivalent certified building – 0.15 BAR
- (ii) Gold Rated or equivalent certified building – 0.10 BAR
- (iii) Silver Rated or equivalent certified building – 0.075 BAR

Extra BAR shall be provided on producing certificate issued by Leadership in Energy and Environmental Design (LEED)/ IGBC/ GRIHA/ ASSOCHAM GEM regarding Platinum/ Gold/ Silver ranking or equivalent

- 14.2** On the construction of Green Building and producing certificate

issued by

Leadership in Energy and Environmental Design (LEED)/ IGBC/ ASSOCHAM GEM regarding Platinum/ Gold/ Silver ranking or equivalent, following Green Building Incentive (one time) will be given as a special rebate out of the interest earned on the sanctioned loan by the Corporation:

- i. Rs. 1 lakh for loan upto Rs. 5 crores availed from RIICO
- ii. Rs. 2 lakhs for loan above Rs.5 crores availed from RIICO

15. COMPLETION AND OCCUPANCY CERTIFICATE

- 15.1** A Completion Certificate from the Architect registered with Council of Architecture to the effect that construction has been done as per approved plan/building regulation shall be submitted for obtaining occupancy certificate. As built drawings and certification from structural Engineer for structure safety and earthquake safety shall also be submitted.
- 15.2** Structural responsibility shall be fully of the Lessee and that RIICO shall not be responsible in any manner for it.
- 15.3** Occupancy certificate of the building part or full shall be issued by the concerned Unit office on obtaining above within 8 working days.
- 15.4** Completion certificate/Occupancy certificate shall not correlate to provision of Rule 21 of RIICO Disposal of Land Rules, 1979, relating to time period for commencing production activities/utilization of allotted plot.
- 15.5** Construction in violation of Building Regulation shall be liable for action. Occupancy certificate, in such cases, shall be provided only after modification as per Building Regulation.
- 15.6** No charges shall be levied for providing Occupancy certificate of Industrial buildings in RIICO Industrial areas.

16. INCREASING THE GROUND WATER LEVEL BY RAIN WATER

For water conservation and increasing level of ground water, all plot Lessee having area 500 sqm and above shall have to construct Rain Water Harvesting Structures (RWHS) in their premises. For delay the Lessee shall have to pay penalty as prescribed by the Corporation from time to time.

17. SOLAR WATER HEATING SYSTEM

In all Industrial building where hot water is required for processing, use of Solar Water Heating System is mandatory.

18. INSPECTION

No inspection at any stage is mandated for construction Permit/ Building Plan Approval for Industrial Plot.

- 19.** Provisions for subdivision/ reconstitution, regularization of unauthorized constructions in industrial plots shall be as per RIICO Disposal of Land Rules 1979.

- 20.** To resolve conflicts related to land and compliance of Building

Regulation: Committee comprising of following officers is constituted in order to resolve conflicts relating to land use and sufficiency of compliance of Building Regulations:

- (i) Advisor (Infra) – Chairman
 - (ii) Concerned Officer of P&D Cell -Member
 - (iii) Concerned Officer of Town Planning Cell -Member
 - (iv) Concerned Officer of Legal Wing - Member
 - (v) Concerned Unit Head – Member Secretary
21. Building parameters for special building project: For special building projects, building parameters may be framed separately with approval of IDC on case to case basis.
22. **Stone Crusher**
- Stone crusher shall not be allowed in Industrial plots due to environmental issues.

FORM E-1: BUILDING REGULATIONS FOR NON-INDUSTRIAL BUILDINGS

1. For non-industrial buildings in RIICO Industrial areas relevant provision of, 'Model Rajasthan Urban Areas Building Regulations-2020' issued by Urban Development & Housing Department, Government of Rajasthan shall apply to the extent that no other specific provisions are made under these Regulation.
2. Building parameters for non-industrial buildings as adopted above will however be with the following deviations/exemptions:
 - 2.1 Allottee will apply in the concerned Unit office for obtaining building plan approval in the prescribed performa. Concerned Unit office will examine and approve the building plans accordingly.
 - 2.2 Technical person registered with any local body or registered with Council of Architecture is entitled to submit building plans in the Corporation.
 - 2.3 There will be no charges under head of Basic Services for Urban Poor (BSUP) fund in RIICO Industrial Area.
 - 2.4 Provision of T.D.R. (transfer of development rights) shall not be applicable in RIICO Industrial Areas.
 - 2.5 Betterment levy shall be leviable to avail extra BAR beyond prescribed standard BAR as follows:
 - (i) Institutional Plot - 20% of 'prevailing allotment rate'*
 - (ii) Residential Plot – 30% of 'prevailing allotment rate'*
 - (iii) Commercial Plot – 40% of 'prevailing allotment rate' (* for industrial plot of concerned Industrial Area)
 - 2.6 Completion Certificate and Occupancy Certificate for partial/complete construction of a building may also be issued by Unit office/technical

person as provided in 'Model Rajasthan Urban Areas Building Regulations-2020'.

- 2.7 Completion certificate/Occupancy certificate shall not affect compliance of provision of Rule 21 of RIICO Disposal of Land Rules, 1979, relating to time period for commencement and completion of construction activities and commencement of production activities.
- 2.8 By virtue of applicability of new setbacks in non-industrial plots, any construction falling beyond new setbacks will be considered as unauthorized construction.
- 2.9 Building parameters for warehousing/ godowns, cold storage are as per industrial building.
Minimum plot area for general warehousing plot (warehousing, cold storage) shall be 500 sqm.
These plots shall be allowed on 18 m and above wide roads.
- 2.10 Weigh Bridge shall be allowed on 18.0 m & above wide roads in all Industrial Areas
- 2.11 In commercial plot, mix use will be permitted excluding residential use
- 2.12 Marriage places (marriage garden/banquet hall) shall not be allowed in Industrial Area
- 2.13 Coaching Centre shall be allowed in Commercial plot
- 2.14 In RIICO Industrial Areas tourism units shall be considered as commercial nature of building
- 2.15 Hostel use shall be allowed in commercial plot (for Kota only).
3. Fee for various building regulations related approvals will be as prescribed in Annexure A.
4. Building Parameters for residential plots allotted to the khatedar in lieu of cash compensation shall be provided as per the Independent residence provide at 10.2.1(ब) स्वतंत्र आवास (independent houses) of 'Model Rajasthan Urban Areas Building Regulations-2020'.
5. Residential plots allotted to khatedars in lieu of cash compensation, may avail the Building Regulations for Multi Units Residential, Flats, Group Housing, as the case may be, subject to payment of building plan approval fees and betterment levy, as applicable.
6. Provisions for subdivision/reconstitution, regularisation of unauthorised constructions in non-industrial plots shall be as per RIICO Disposal of Land Rules, 1979.
7. भूखण्ड में भवन निर्मित होने की स्थिति में भवन निर्माण हेतु विभिन्न शुल्क

क्र. स.	प्रकरण का विवरण	बिना स्वीकृति प्राप्त किये, किये गये निर्माण का प्रकार	देय शुल्क का विवरण
1.	आवंटन की कार्यवाही से पूर्व	(i) भवन विनियम के मानदण्डों	भवन निर्माण अनुज्ञा शुल्क + अनुज्ञा

	मौके पर निर्माण होने की स्थिति में	के अनुरूप निर्माण	शुल्क का 50 प्रतिशत (बिना स्वीकृति)
		(ii) भवन विनियमों के विपरीत निर्माण	भवन निर्माण अनुज्ञा शुल्क + अनुज्ञा शुल्क का 50 प्रतिशत (बिना स्वीकृति) + अनुज्ञा शुल्क का 50 प्रतिशत (धरोहर राशि)
2.	लीज डीड/पट्टा जारी होने से पूर्व	(i) भवन विनियम के मानदण्डों के अनुरूप निर्माण	भवन निर्माण अनुज्ञा शुल्क (Deemed Approval मानते हुए)
		(ii) भवन विनियमों के विपरीत निर्माण	भवन निर्माण अनुज्ञा शुल्क + अनुज्ञा शुल्क का 50 प्रतिशत (धरोहर राशि)
3.	पट्टा/लीजडीड जारी होने के पश्चात व मानचित्र स्वीकृति से पूर्व मौके पर निर्माण अथवा संशोधित मानचित्र स्वीकृति से पूर्व मौके पर निर्माण	(i) भवन विनियम के मानदण्डों के अनुरूप निर्माण	भवन निर्माण अनुज्ञा शुल्क + अनुज्ञा शुल्क का 50 प्रतिशत (बिना स्वीकृति)
		(ii) भवन विनियमों के विपरीत निर्माण	भवन निर्माण अनुज्ञा शुल्क + अनुज्ञा शुल्क का 50 प्रतिशत (बिना स्वीकृति) + अनुज्ञा शुल्क का 50 प्रतिशत (धरोहर राशि)

नोट

- (i) उपरोक्त शुल्क के अतिरिक्त नियमानुसार देय अन्य राशि/शुल्क भी जमा कराना अनिवार्य होगा।
- (ii) उक्त प्रकरणों में मौके पर भवन विनियम के मानदण्डों के विपरीत निर्माण किये जोन पर रीको द्वारा आवेदक से इस आशय का शपथ-पत्र लिया जाएगा कि भवन विनियमों के विपरीत निर्माण को एक (01) वर्ष में हटा लिया जाएगा अन्यथा रीको द्वारा ऐसे निर्माण को हटाया जाकर जमा धरोहर राशि को जब्त कर लिया जावेगा अथवा भवन को सीज करने हेतु रीको स्वतंत्र होगी।
- (iii) आवेदक द्वारा निर्माण स्वीकृति हेतु आवेदन करने पर भवन विनियमों के विपरीत निर्माण हटाये जाने की सुनिश्चितता उपरान्त पूर्व में जमा अग्रिम अनुज्ञा शुल्क को समायोजित कर देय शुल्क जमा करवाकर निर्माण नहीं हटायें जाने पर धरोहर राशि जब्त कर रीको निर्माण को हटाने हेतु अथवा नियमानुसार भवन को सीज करने हेतु स्वतंत्र होगा।

8 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.

Annexure-A भवन निर्माण संबंधित दरें

क्रं. सं.	शुल्क का प्रकार	निर्माण का प्रकार	शुल्क दर रुपये में
1-	प्रार्थना पत्र शुल्क	आवासीय/संस्थागत	200/- एक मुश्त
		मिश्रित/वाणिज्यिक	500/- एक मुश्त
2-	जांच फीस (प्रार्थना पत्र के साथ देय) भूखण्ड क्षेत्रफल	आवासीय/संस्थागत	15/- प्रति वर्गमीटर (अधिकतम राशि 1,00,000/-)
		मिश्रित/वाणिज्यिक	45/- प्रति वर्गमीटर (अधिकतम राशि 3,00,000/-)
3-	मानचित्र अनुमोदन शुल्क	500 व .मी. क्षेत्रफल तक के	प्रस्तावित मंजिलों की संख्या X भूखण्ड का

क्रं. सं.	शुल्क का प्रकार	निर्माण का प्रकार	शुल्क दर रुपये में
	(अनुमोदित मानचित्र जारी करने से पूर्व देय)	आवासीय/संस्थागत भूखण्ड हेतु	क्षेत्रफल वर्गमी. में $X \ 25/-$ (उदाहरण— 200 वर्गमी. के भूखण्ड पर भू-तल व दो मंजिल प्रस्तावित होने पर राशि $3 \ X \ 200 \ X \ 25 = 15000/-$)
		500 वर्गमी. क्षेत्रफल तक के मिश्रित/वाणिज्यिक भूखण्ड हेतु	प्रस्तावित मंजिलों की संख्या X भूखण्ड का क्षेत्रफल वर्गमी. में X $50/-$ (उदाहरण— 200 वर्गमी. के भूखण्ड पर भू-तल व दो मंजिल प्रस्तावित होने पर राशि $3 \ X \ 200 \ X \ 50 = 30000/-$)
		500 वर्गमी. से अधिक क्षेत्रफल के भूखण्ड प्रस्तावित सकल निर्मित क्षेत्र के आधार पर निम्न शुल्क देय होगा— 1. आवासीय/संस्थागत हेतु 2. मिश्रित/वाणिज्यिक भूखण्ड हेतु	$50/-$ प्रति वर्गमी. $75/-$ प्रति वर्गमी.
4-	वर्षा जल संग्रहण एवं वृक्षारोपण हेतु अमानत राशि (रिफण्डेबल) भवन (18 मीटर उंचाई तक) समस्त (non Industrial) उपयोगों के भूखण्डों हेतु	भूखण्ड (300 से अधिक व 500 वर्ग मी. तक)	50000/- रुपये
		भूखण्ड (500 से अधिक व 750 वर्ग मी. तक)	75000/- रुपये
		भूखण्ड (750 से अधिक व 2500 वर्ग मी. तक)	1 लाख
		भूखण्ड (2500 से अधिक व 4000 वर्ग मी. तक)	2 लाख
		भूखण्ड (4000 से अधिक व 10000 वर्ग मी. तक)	3 लाख
		भूखण्ड (10000 वर्ग मी. से अधिक)	5 लाख
5-	वर्षा जल संग्रहण एवं वृक्षारोपण हेतु अमानत राशि (रिफण्डेबल) भवन (18 मीटर उंचाई से अधिक उंचाई के) समस्त (non Industrial) उपयोगों के भूखण्डों हेतु	भूखण्ड (750 से अधिक व 2500 वर्ग मी. तक)	2 लाख
		भूखण्ड (2500 से अधिक व 4000 वर्ग मी. तक)	4 लाख
		भूखण्ड (4000 से अधिक व 10000 वर्ग मी. तक)	6 लाख
		भूखण्ड (10000 वर्ग मी. से अधिक)	10 लाख

क्र. सं.	शुल्क का प्रकार	निर्माण का प्रकार	शुल्क दर रुपये में
6-	बेटरमेन्ट लेवी. फार्म ई 1 के क्रं .सं. 2.5 अनुसार बेटरमेंट लेवी की राशि एक मुश्त देय होगी ।		
7-	उपविभाजन शुल्क / पुर्नगठन शुल्क	As per RIICO Disposal of Land Rules 1979	—
8-	भवन पूर्णतः/अधिवास प्रमाण पत्र	आवासीय/संस्थागत उपयोग हेतु	सकल निर्मित क्षेत्र के आधार पर 15 /— प्रति वर्गमीटर
		मिश्रित/वाणिज्यिक उपयोग हेतु	सकल निर्मित क्षेत्र के आधार पर 30 /— प्रति वर्गमीटर
9-	भवन विस्तार—		
	यदि किसी पूर्व निर्मित भवन के निर्मित क्षेत्र में विस्तार किया है तो अतिरिक्त प्रस्तावित निर्माण क्षेत्र / मंजिल पर क्र.सं. 3 के अनुसार राशि देय होगी ।		
10-	अनुमोदित भवन मानचित्र की वैध अवधि में संशोधन		
	आवेदक द्वारा एक बार निर्माण स्वीकृति प्राप्त करने के पश्चात अनुमोदित भवन (टंसपकपजल) मानचित्र की वैध अवधि के दौरान पुनः मानचित्र संशोधित कर अनुमोदित कराए जाते हैं, तो क्र.सं. 2 व 3 में दर्शायी हुई राशि का 20 प्रतिशत शुल्क संशोधित मानचित्र के जांच एवं अनुमोदन हेतु लिया जायेगा।		
11.	अनुमोदित भवन मानचित्र की वैध अवधि पश्चात संशोधन/नवीनीकरण—		
	यदि निर्धारित वैध अवधि के पश्चात् संशोधन/नवीनीकरण करवाया जाता है तो क्रम सं . 2 के अनुसार निर्धारित आवेदन शुल्क तथा क्रं सं. 2 व 3 के अनुसार मानचित्र जांच एवं अनुमोदन शुल्क का 20 प्रतिशत देय होगा।		
12.	Managing Director may decide to relax the charges for building plan approval in cases related to allotment to Charitable Institute, Government Offices/Institutes on a case to case basis.		
13.	(i) (i) मैकेनिकल पार्किंग की सुनिश्चितता करने हेतु आवेदक से प्रति मैकेनिकल कार पार्किंग (सरफेस कार पार्किंग के अतिरिक्त) एक लाख रुपये अमानत राशि बैंक गारंटी के रूप में ली जावेगी, जिसे निर्धारित मैकेनिकल कार पार्किंग के निर्माण के बाद लौटा दी जावेगी। (ii) (ii) विनियम 5.3 (2) (iii) के अनुसार 50 वर्ग मीटर तक के वाणिज्यिक भूखण्डों को पार्किंग शुल्क 100000 /— रुपये प्रति ई.सी.यू. देय होगा।		
14.	बहुनिवास इकाई के भवनों में योजना में आधारभूत सुविधाओं के सुदृढीकरण हेतु प्रति निवास इकाई 25000 /— रुपये अतिरिक्त राशि (अन्य सभी देय शुल्क के अतिरिक्त) देय होगी।		
15	उपरोक्तानुसार विहित भवन निर्माण संबंधी राशि हेतु मांग पत्र जारी होने के दिवस से 60 दिवस में राशि जमा करानी होगी। 60 दिवस में राशि जमा न होने पर अगले 60 दिवस में 15 प्रतिशत ब्याज के साथ राशि जमा करायी जा सकेगी। ब्याज की गणना विलम्ब अवधि के लिये ही की जावेगी।		
विशिष्ट नोट:—			
1.	1. राज्य सरकार द्वारा जारी आदेश अनुसार अग्निशमन के प्रावधानों रखे जाने होंगे। अग्निशमन शुल्क व श्रम उपकर राज्य सरकार द्वारा जारी आदेश अनुसार जमा करवाया जावेग। एवं इस संबंध में जारी आदेश के अनुरूप आवश्यक कार्यवाही किया जाना सुनिश्चित किया जावे।		

क्र. सं.	शुल्क का प्रकार	निर्माण का प्रकार	शुल्क दर रुपये में
2.	2. मिश्रित उपयोग के भूखण्डों पर प्रस्तावित भवन हेतु भवन निर्माण अनुज्ञा शुल्क एवं मानक बी.ए.आर. से अधिक बी.ए.आर. प्रस्तावित होने पर देय बेटरमेन्ट लेवी की राशि वास्तविक प्रस्तावित उपयोग के क्षेत्रफल पर देय होंगी।		
3.	3. जिन प्रोजेक्टों का रियल एस्टेट (रेगुलेशन एण्ड डेवलेपमेंट) अधिनियम, 2016 एवं इसके तहत बनाये गये राजस्थान रियल एस्टेट (रेगुलेशन एण्ड डेवलेपमेंट) नियम, 2017 के प्रावधानों के तहत पंजीकरण करवाया जाना अनिवार्य है। ऐसे प्रोजेक्ट्स को छोड़कर अन्य प्रस्तावित भवनों हेतु 'Model Rajasthan Urban Areas Building Regulations-2020' के विनियम 8.14 (क) एवं (ग) में वर्णित प्रावधानों को सुनिश्चित करने के लिये भवन निर्माण स्वीकृति जारी करने से पूर्व निर्धारित अमानत राशि नकद/बैंक ड्राफ्ट/बैंक गारन्टी के रूप में भवन निर्माता द्वारा त्पक्ष को जमा कराने होंगे। यह राशि कम्प्लीशन सर्टिफिकेट जारी करते समय उपरोक्त प्रावधानों की पूर्ति सुनिश्चित करने के पश्चात भवन निर्माता को लौटाई जा सकेगी।		

(Inserted vide item (10) as per IDC meeting dt. 30.05.2018. Further substituted as per decision of IDC vide item (28) of its meeting 25.08.2021)

Applicable Rates of Economic Rent

FORM "F"

Economic rent will be charged @ $\text{Rs. } 300/-$ 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)

FORM "F-1"

LEVY OF ONE TIME ECONOMIC RENT

(Deleted vide item (4) of IDC meeting dt. 30.12.2019)

FORM "G"

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:

- Entrepreneur can make a demand for handing over of the original Land Lease Agreement of land if
 - payment of 100% development charges along with outstanding dues upto the date of handing over the lease deed has been made; and
 - no case of violation of Land Lease Agreement is pending.
- 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.)*

FORM "H"

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:

Reserve rate as fixed by the Reserve Price Fixation Committee in both the Unsaturated and Saturated Industrial Area. *(Inserted vide item (3) of IDC meeting dt.12.12.2018)*

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 network 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 Land Allotment Committee (LAC) headed by MD and comprising of Executive Director (whenever posted), Financial Advisor, Advisor (Infra), Advisor (A&M), Controlling Officer of BP, EM & Technical Cell and Unit Head concerned as members. The 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.

(Amended as per decision taken by BoD vide item (21) of its meeting held on 21.12.2016. Further amended as per decision taken by BoD vide item (15&18) of its meeting dt. 20.07.2021)

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/BAR 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 be 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, rainwater 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.

FORM "I"

Deleted

(Decision taken vide item (4) of IDC Meeting dated 24.03.2022)

FORM "J"

- (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:**
 - 1.1 Land will be allotted on developed or semi developed or undeveloped basis, as the case may be.
 - 1.2 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.

- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 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.

- 1.13 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 :

- 2.1 It shall be exclusive responsibility of the SPV/Company to develop internal infrastructure at its own cost.
- 2.2 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.
- 2.3 The Corporation will preferably indicate maximum permitted use of land in site plan at the time of allotment.
- 2.4 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.
- 2.5 After completion of development works at site, SPV/Company should obtain 'Completion Certificate' from the Corporation.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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:

- 3.1 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 coterminus with allotment letter/Lease Agreement of SPV/Company.

Explanation: No transfer fee shall be levied from the sub-lessees/members of the SPV for sub-leasing of land by the SPV to whom land is allotted on the sub-lease basis. However, subsequent purchasers of sub-lease hold rights have to pay the transfer fees as per rules.

This relaxation shall be applicable only on those cases where land was allotted to SPV as per the notified scheme of GoI and where, there is a provision of sub-lease in the scheme.

(inserted vide item (5) of IDC meeting held on 26.05.2023)

- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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:

- 4.1 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.

- 4.2 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.
- 4.3 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 sub lease agreement in favour of its sub-lessee(s).
- 4.4 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.
- 4.5 In case, any time extension is granted for development of park/project beyond stipulated period, then, period for setting up of an individual unit by the Sub- Lessee will extend automatically up-to such extended time period.
- 4.6 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.
- 4.7 If the allottee SPV/Company fails to complete the requisite infrastructure on the allotted land, within a period of 3 years or its sublessees 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. Stipulations/Regulations for the existing land allottee SPVs/Companies

(as on 09.09.2015).

- a. 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.
- b. 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.
- c. In case the individual sub-lessees of SPV/Company could not utilize the land allotted to them, 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 without levy of retention charges.
- d. In case, the sub-lessee(s) fails to set up their individual unit 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)
(Further amended vide item (3) of IDC meeting dt. 14.06.2022)***

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 **sub-leased and/or** 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 Deleted.

3.3 Deleted.

3.4 Allotment of plot planned for providing Plug & Play facility will be made through e-Auction process and reserve rate of auction would be fixed by the Head Office Level Reserve Price Fixation Committee.

3.5 Premium amount will be deposited by the successful bidder as per the provisions of the relevant e-Auction rules applicable for industrial plot.

3.6 Service Charges will be levied from the allottee at the rate of **1.5 times of the rate of service charges** 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 applicable as per Building Regulations
- 3.11 Built up area upto 4% of the permitted BAR shall be allowed for commercial facilities and 2% of permitted BAR will be allowed for Recreational facilities and the allottee will be permitted to sub-lease and /or sub-let the built up space.
- 3.12 In case "Plug and Play" facilities are to be provided in plots measuring 5 acres and above, 5% of the permitted BAR shall be allowed for residential facilities and the allottee will be permitted to sub-lease and/or sub-let built up space.
- 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 BAR 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 allottee shall be permitted sub-letting/sub-leasing of the built-up space for the permissible uses in consonance with RIICO Disposal of Land Rules, 1979 for which no separate permission from RIICO will be required.
- 3.18 A suitable clause will be inserted by the allottee in the sub-lease deed/rent deed to the effect that in case allotment of plot is cancelled by the lessor than the sub-lease deed/rent deed executed between allottee and sub-lessee/ tenant, as the case may be, shall also stand cancelled. Without the above clause, the sub-lease deed/rent deed will not be treated as valid.
- 3.19 Rights and liabilities between the lessee and sub-lessee/ 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 **sub-lessee/** tenant.

(Inserted vide item no. (3) of IDC meeting dt. 13.02.2016)(Further partially amended vide item (14) of IDC meeting held on 14.02.2023)

Form-L: Policy for **existing plot allottee to provide 'Plug & Play' facility**

(This Policy will be applicable for allotments to be made for providing plug & play facility after issuance of Office Order (05/2023) dated 02.03.2023)

(A) For **existing plot allottees before utilization of the 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 charge equivalent to 0.25 times of the prevailing industrial rate will be levied. In these switches 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 Executive Director (whenever posted), Advisor (Infra), Controlling Officer of Town Planning Cell and unit head concerned as members will have powers to permit '**Plug & Play**' facility to existing industrial plot allottees.

(Inserted vide item (3) of IDC meeting dt. 13.02.2016. Further amended as per decision of BoD vide item (15 & 18) of its meeting held on 20.07.2021)

Form-M

Sub: Procedure for granting No Objection Certificate to the applicants applied under provision 1C (i) of Chief Minister's Jan Awas Yojana-2015.

Following procedure will be followed while granting NOC by RIICO in favour of the applicant under the provision 1C (i) of Chief Minister's Jan AwasYojana-2015.

A. Application of the applicant:

Application will be submitted in prescribed format (**Annex-A**) alongwith following self certified documents to the concerned unit office:

- i. Resolution of Board of Directors in favour of the Authorized Signatory/Director, in case of applicant is a company.
- ii. Allotment letter and lease deed of the plot issued in favour of original Allottee.
- iii. In case of land/plot transferred due to any reason, then deed of conveyance/ sale certificate/ sale deed etc. as the case may be, shall be provided by the transferee.
- iv. Certificate of sick industrial unit including certificate for non-operational of said sick unit atleast for last 3 years.
- v. NOC of Financial Institution(s) in case of title document such as lease deed, deed of conveyance etc. is mortgaged with any Financial Institution(s).
- vi. Site plan of the land/plot with measurement alongwith lay-out plan of the industrial area concerned showing that the land for which NOC is being sought is in one parcel of land (may be in more than one parcel if the area of land is more than 5000 sqm) having independent approach. Such land would preferably be either on the periphery of industrial areas or isolated stand alone plots and certify that the land/plot is not in proximity of any hazardous industry which emits hazardous waste or gases.
- vii. An affidavit alongwith an indemnity bond to protect interest of RIICO for all kind of seen & unseen liabilities pertaining to the plot for which NOC is being sought.

B. Action required at Unit Office Level:

- i. Unit office will ensure that the land/plot is located on periphery and it can be easily separated from existing industrial area with services/infrastructure facilities like roads, drainage, water-supply, power-supply and street light etc. and will not affect these services of RIICO, if land/plot is separated out from industrial area.
- ii. The applicant has deposited one time Economic Rent (lease rent). The land/plot does not exist in the vicinity of hazardous industry.

SNo.	Action	Time line
1.	Unit Head will accept only completed application. Any application which does not contain the required mandatory documents will be returned to the applicant for completion and re-submission along with list of documents required.	-
2.	On receipt of complete application, unit head will examine and forward the application to Advisor (Infra) at Head Office with report in prescribed format (Annexure-B) .	7 working days

C. Action at Head Office Level:

SNo.	Action	Time line
1.	The Committee headed by Executive Director (whenever posted, else Advisor (Infra) comprising of following members; i. Advisor (Infra) ii. Controlling Officer of Investment Cell iii. Controlling Officer of P&D Cell iv. Controlling Officer of Town Planning Cell v. Unit Head concerned will examine the application and submit its recommendation to the Managing Director .Note: On receipt of Agenda of the meeting, Controlling Officer, Investment will confirm that there are no outstanding term loan/equity dues of RIICO against the Applicant. In case , there are term loan/ equity dues, applicant will be given notice to deposit the outstanding amount and the Committee will consider the case only after all loan/equity dues are cleared-up. (Amended as per decision of BoD vide item (15&18) of its meeting dt. 20.07.2021)	7 working days
2.	Approval of Managing Director	7 days

D. Action required at unit level after approval of the application:

SNo.	Action	Timeline
1.	After receipt of file, unit head will issue NOC in prescribed format (Annexure-C) to the applicant and copy endorsed to the UD Department	2 working days

Annexure-A Application for obtaining No Objection Certificate to the applicants applied

under provision 1C (i) of Chief Minister's Jan Awas Yojana-2015

To,

Sr. DGM/Sr.RM/RMRIICO Ltd.

SNo.	Particulars	Details
1.	Name of the applicant	
2.	Name of industrial area	
3.	Whether proposed land is in Urban Area with documentary proof	
4.	Plot No. and Date of allotment	
5.	Date of execution of Lease deed and area of plot as per lease deed	
6.	Whether applicant is original lease holder / transferee	
7.	Plot area proposed for NOC	
8.	Date of transfer of lease hold rights, if land/plot is transferred in favour of the applicant	
9.	Certificate of sickness	
10.	Date since unit is closed	
11.	The land/plot is not located in proximity of any hazardous industry which emits hazardous waste or gases	
12.	Brief details of project under CMJAY-2015 for which NOC sought	

Place:Date :

Signature-----

Name -----

Authorized SignatorySeal

List of documents (please ✓ for enclosed document)

- ☐ Resolution of Board of Directors in favour of the Authorized Signatory/Director, in case of applicant is a company.
- ☐ Allotment letter and lease deed of the plot issued in favour of the original Allottee.
- ☐ In case of plot transferred due to any reason, then deed of conveyance/ sale certificate/ sale deed etc. as the case may be.
- ☐ Certificate of sick industrial unit including certificate for non-operational of said sick unit for at least last 3 years.
- ☐ NOC of Financial Institution(s) in case of title document is mortgaged with any Financial Institution(s).
- ☐ Site plan of the plot with measurement.
- ☐ An affidavit along with an indemnity bond to protect interest of RIICO for all kind of seen & unseen liabilities pertaining to the plot.
- ☐ An undertaking to this effect that applicant will not seek/demand from RIICO for any services/infrastructure facilities like roads, drainage, water-supply, power-supply, street light etc. for the land offered under CMJAY-2015.

Annexure-B

Report of Unit Head for granting No Objection Certificate to the applicants applied under provision 1C (i) of Chief Minister's Jan Awas

Yojana-2015.

1. Name of the applicant _____
2. Name of industrial area _____
3. Plot No. _____
4. Plot area proposed for NOC _____
5. Distt. _____

SNo.	Particulars	Comments of Unit Head
1.	Position of Dues of RIICO	
2.	Verification of land title in the name of applicant	
3.	Verification that the sick industrial unit has not been operational for at least last 3 years	
4.	Verification of proposed land in Urban Area	

5.	Plot is not mortgaged to Financial Institution as per RIICO record	
6.	If mortgaged, NOC from Financial Institution.	
7.	No hazardous industries in close vicinity	
8.	Location of plot is such that housing colony will not interfere with industrial area, and has separate access so that the area could be handed over to local ULB.	

Encl: Proposed plot is marked in the approved layout plan.

Signature of Unit Head (Unit : ____)

Annexure-C

Format of NOC (On official Letter head)

NOC for utilization of industrial land/plot under provision of 1C (i) of Chief Minister's Jan Awas Yojana – 2015.

M/ s, address, through its Director/Authorized Signatory has applied for issue of No Objection Certificate under the provision 1C(i) of Chief Minister's Jan Awas Yojana – 2015 for following industrial plot:

1. Name of applicant :
2. Details of proposed industrial land for NOC:
 - a) Plot No:
 - b) Area for which NOC applied (sqm.)
 - c) Name of Industrial Area:
 - d) District:
3. Date of execution of lease deed:
4. Date of execution of sale deed/conveyance deed/ sale certificate (in case applicant is transferee)

The application for the NOC to utilize the industrial plot under Chief Minister's Jan Awas Yojana – 2015 (Urban Area) provision 1C(i) has been examined by RIICO and based on documentary proof submitted by the applicant, it is found that the scheme proposed on plot of sick industrial unit which is not operational for at least last 3 years and unutilized even after transfer to other owner. There is no outstanding dues of RIICO. Further the plot is not mortgaged to any Financial Institute/ plot is mortgaged to Financial Institute, for which NOC by has been provided by the applicant. No hazardous industries in closed vicinity of the plot exists. Location of plot is such that housing colony will not interfere with

industrial area and has separate excess so that area could be handed over to local ULB. Further RIICO shall not be responsible for any dues/ claims of other departments, if raised in future against the applicant company and also no services/infrastructure facilities like roads, drainage, water-supply, power-supply, street light etc. created by RIICO will be allowed to be used for the land offered under CMJAY- 2015.

In view of above, this NOC is hereby issued to the applicant on _____ for utilization of industrial plot under provision of 1C (i) of Chief Minister's Jan Awas Yojana –2015.

Signature

Name

Sr. DGM/Sr.RM/RM

Form-N

Sub: Procedure for granting No Objection Certificate to the applicants applied

under provision 1C (ii) of Chief Minister's Jan Awas Yojana-2015.

Following procedure will be followed while granting NOC by RIICO in favour of the applicant under the provision 1C (ii) of Chief Minister's Jan Awas Yojana-2015 (CMJAY-2015).

A. Application of the applicant:

Application will be submitted in prescribed format (Annexure-A) along with following self certified documents to the concerned unit office:

- i.** Documentary proof to prove that land for which NOC is being sought was exclusively acquired by the State Govt. on request of RIICO for particular investor/industrialist for industrial purpose and entire cost of acquisition for said land was borne by such investor/industrialist.
- ii.** Resolution of Board of Directors in favour of the Authorized Signatory/Director, in case of applicant is Company.
- iii.** Allotment letter and lease deed of said land issued in favour of original investor/industrialist.
- iv.** In case of land transferred due to any reason, then deed of conveyance/sale certificate/sale deed etc. as the case may be shall be provided by transferee.
- v.** Certificate of sick industrial unit including certificate for non- operational of said sick unit atleast for last 3 years.
- vi.** NOC of Financial Institution(s) in case of title document such as lease deed, deed of conveyance etc. is mortgaged with any Financial Institution(s).
- vii.** Khasra plan & its super imposition on survey plan showing its

independent access.

viii. Site plan of the land with measurement.

ix. An affidavit alongwith an indemnity bond to protect interest of RIICO for all kind of seen & unseen liabilities pertaining to land for which NOC is being sought.

B. Action required at Unit Office Level after receipt of application:

i. The applicant has deposited one time Economic Rent (lease rent).

SNo.	Action	Time line
1.	Unit Head will accept only completed application. Any application which doesnot contain the required mandatory documents will be returned to the applicant for completion and for re- submission, alongwith list of documents required.	-
2.	On receipt of complete application, unithead will examine and forward the application to Advisor (Infra) at Head Office with report in prescribed format (Annexure-B)	7 working days

C. Action at Head Office Level:

SNo.	Action	Time line
1.	The Committee headed by Executive Director (whenever posted else Advisor (Infra) comprising of following members; i. Advisor (Infra) ii. Controlling Officer of Investment Cell iii. Controlling Officer of P&D concerned iv. Controlling Officer of Town Planning Cell v. Unit Head concerned will examine the application and submit its recommendation to the Managing Director . Note: On receipt of Agenda of the meeting, Controlling Officer, Investment Cell will confirm that there are no outstanding term loan/equity dues of RIICO against the Applicant. In case there are term loan/ equity dues, applicant will be given notice to deposit the outstanding amount and the case will consider the case only after all loan/equity dues are cleared-up. <i>(Modified as per decision of BoD vide item (15&18) of its meeting dt. 20.07.2021)</i>	7 working days
2.	Approval of Managing Director	2 working days

D. Action required at unit level after approval of the application:

SNo.	Action	Timeline
1.	After receipt of file, unit head will issue NOC in prescribed format (Annexure- C) to the applicant and copy endorsed to the UD Department	2 working days

Annexure-A:

Application for obtaining No Objection Certificate to the applicants applied under provision 1C (ii) of Chief Minister's Jan Awas Yojana-2015

To,

Sr. DGM/Sr.RM/RMRIICO Ltd.

SNo.	Particulars	Details
1.	Name of the applicant Company	
2.	Name of industrial area / location	
3.	Whether proposed land is in Urban Area with documentary proof	
4.	Whether applicant is original allottee / transferee	
5.	Village /Teh./Distt.	
6.	Date of allotment	
7.	Date of execution of Lease deed	
8.	Area of land as original lease	
9.	Land/plot area proposed for NOC at site	
10.	List of Khasra Numbers alongwith measurement of the proposed land	
11.	Date of transfer of lease hold rights, if land/plot is transferred in favour of the applicant	
12.	Certificate of sickness	
13.	Date since unit is closed	
14.	Brief details of project under CMJAY 2015 for which NOC sought	

Place

Date

Signature-----

Name -----

Authorized Signatory Seal

List of documents (please ✓ for enclosed document)

- ☐ Documentary proof to prove that land for which NOC is being sought was exclusively acquired by the State Govt. on request of RIICO for particular investor/industrialist for industrial purpose and entire cost of acquisition for said land was borne by such investor/industrialist.
- ☐ Resolution of Board of Directors in favour of the Authorized Signatory/ Director, in case of applicant is Company.
- ☐ Allotment letter and lease deed of said land issued in favour of original investor/industrialist.
- ☐ Certificate of sick industrial unit including certificate for non-operational of said sick unit at least for last 3 years.
- ☐ NOC of Financial Institution(s) in case of title document such as lease deed, deed of conveyance etc. is mortgaged with any Financial Institution(s).
- ☐ Khasra plan & its super imposition on survey plan showing its independent access.
- ☐ Site plan of the land with measurement.
- ☐ An affidavit along with an indemnity bond to protect interest of RIICO for all kind of seen & unseen liabilities pertaining to land for which NOC is being sought.

Annexure-B

Report of Unit Head for granting No Objection Certificate to the applicants applied under provision 1C (ii) of Chief Minister's Jan Awas Yojana-2015.

1. Name of the applicant Company__
2. Name of industrial area/ location of industrial land _____
3. Land/plot area proposed for NOC__
4. Village /Teh./Distt.__

Report of Unit Head:

SNo.	Particulars	Comments of Unit Head
1.	Position of Dues of RIICO	
2.	Verification that land was acquired for the Company by RIICO.	
3.	Verification of land title in the name of applicant company	

4.	Verification of proposed land in Urban Area	
5.	Verification that the sick industrial unit has not been operational at least for last 3 years	
6.	Land not mortgaged to Financial Institution as per RIICO record	
7.	If mortgaged, NOC from Financial Institution.	

Signature of Unit Head (Unit : ____)

Format of NOC (On official Letter head)

NOC for utilization of industrial land/plot under provision of 1C (ii) of Chief Minister's Jan Awas Yojana – 2015.

M/s, address , through its Director/Authorized

Signatory has applied for issuance of No Objection Certificate under the provision 1C (ii) of Chief Minister's Jan Awas Yojana – 2015 for following industrial land/plot:

1. Name of applicant :
2. Details of proposed industrial land for NOC: a) Plot No:
b) Area for which NOC applied (sqm.)
c) Name of Industrial Area:
d) Village/Town:
e) District:
3. Date of execution of lease deed:
4. Date of execution of sale deed/sale certificate/ conveyance deed (in case applicant is transferee)

The application for the NOC to utilize the industrial land/plot under Chief Minister's Jan Awas Yojana – 2015 (Urban Area) provision 1C(ii) has been examined by RIICO and based on documentary proof submitted by the applicant, it is found that the scheme proposed on land of sick industrial unit which is not operational for at least last 3 years and unutilized even after transfer to other owner. There is no outstanding dues of RIICO. Further the land is not mortgaged to any Financial Institute/ land is mortgaged to Financial Institute, for which NOC by _____ has been provided by the applicant Company. Further RIICO shall not be responsible for any dues/ claims of other departments, if raised in future against the applicant company

In view of above, this NOC is hereby issued to the applicant onfor utilization of industrial land/plot under provision of 1C (ii) of Chief Minister's Jan Awas Yojana – 2015.

Signature :Name:

Sr. DGM/Sr.RM/RM

Form - O

Policy for allotment of land on lease/sub-lease basis to Trust/SPVs for setting up of ZLD based CETPs.

1. **Methodology of Planning of Land:**
 - (a) **Greenfield Industrial Areas** – In upcoming industrial areas, land shall be planned and earmarked for setting up of CETP as part of the scheme of the

industrial area.

- (b) **Brownfield Industrial Areas** – For existing industrial areas where sufficient/suitable land is not available for setting up of new CETPs/expansion/up-gradation, then land will be acquired by RIICO or it will be got allotted from the State Government or to be taken on lease from Local Authority concerned.
2. **Area of Land:**
 - (i) 5 acres for capacity of 5 MLD CETP
 - (ii) 10 acres for capacity of 10 MLD CETP
 - (iii) In case of ZLD based CETP, 2 acres extra.
(i.e. land area will be kept 1 acre per 1 MLD capacity of CETP + 2 acres for ZLD CETP)
3. **Modalities of Land Allotment:**
 - (i) Allotment of land to Trusts/SPVs will be made on lease /sub-lease basis, as the case may be, for an initial period of 31 years subject to condition that it will be renewed for further period as mutually decided by RIICO and Trust/SPV concerned.
 - (ii) Allotment of land will be made at a token premium amount of Rs. 1/- only, irrespective of type of industries. The actual land premium paid by RIICO against either acquired or allotted or leased land shall be treated as RIICO's contribution for making industrial areas environment friendly.
 - (iii) Initially this allotment would be made on provisional basis and shall be valid for two years. Final allotment shall be made subject to submission of DPR, 'Environment Clearance' and 'Consent to Establish' issued by competent authority/department.
 - (iv) No annual service charges will be levied upon the Allottee Trusts/SPVs by the Corporation. However, Economic Rent shall be paid by Trusts/SPVs as per rules and any other charges after applicability of GST laws.
 - (v) Trusts/SPVs shall pay other Taxes/Duties/Cess/ water charges/ electricity charges etc. as applicable/imposed from time to time by Corporation or other statutory bodies. RIICO shall not be liable to make payment of such amount in any manner.
 - (vi) Trusts/SPVs and its member industries shall abide by all the orders/directions pronounced by various Courts/ NGT/ Tribunals and also abide by all the Acts /Rules/ Regulations /Guidelines/Orders of State/Central Government /MoEF/CPCB/ RSPCB/ CGWA/ and all other statutory agencies.
 - (vii) No change of land use of the allotted land shall be permitted and the land will be used by Trusts/SPVs exclusively for the purpose of setting up the CETP.
 - (viii) No change in shareholding of the Trusts/SPVs will be permitted without prior permission of the Corporation.
 - (ix) Trusts/SPVs will be allowed to mortgage the allotted land by deposition of title deed in favour of the Financial Institution for obtaining financial

assistance. However, in the cases of land given on sub-lease basis to Trusts/SPVs where land has been leased to the Corporation by Local Authorities, then prior permission for mortgaging the sub-lease shall be obtained from concerned Local Authorities.

- (x) The period for utilization of allotted land will be as below:
 - (a) If land to be leased by RIICO – Completion of construction and operation of CETP within 3 years from the date of handing over of possession or from the date of issuance of final allotment letter, whichever is later.
 - (b) If land to be sub-leased by RIICO – Completion of construction and operation of CETP within the period as stipulated in the allotment letter/lease deed of land to RIICO by the Local Authority. However, if time extension is required beyond this period due to any reason, then it will be allowed with prior permission of the Local Authority concerned.

The terms and conditions imposed by allotting local authority concerned at the time of allotment shall mutatis- mutandis shall apply on Trust/SPV.

- (xi) Other modalities of land allotment can be decided by the Managing Director, if required, from time to time.

Form-P

RAJASTHAN STATE INDUSTRIAL DEVELOPMENT & INVESTMENT CORPORATION LIMITED

(A Government of Rajasthan Undertaking)e-Auction Rules

RAJASTHAN STATE INDUSTRIAL DEVELOPMENT & INVESTMENT CORPORATION LIMITED, hereby referred to as **RIICO**, has decided to make sale of Plots through online forward e-Auction mode. RIICO has made arrangements for forward auction; e-payment integrated gateway, Bidder management etc.

1. DEFINITIONS

- i. **Lessor / Auctioneer:** Lessor/Auctioneer referred in these conditions of e-Auction is the RIICO through their officers.
- ii. **Auction Committee:** A Committee constituted by RIICO for Auction.
- iii. **Bidder:** Any person representing as an individual or Proprietor or as a Partner of registered Partnership firm or as a duly authorized representative of any Company registered under the Companies Act, 1956 or of any legal entity, who has been registered with the Lessor and who has paid the Earnest Money Deposit (EMD) & Participation fee and complied with other terms and conditions mentioned herein or as may be specified through separate publication, shall be considered as a Bidder.
- iv. **Successful Bidder:** At the end of the Forward Auction, RIICO will decide upon the winner based on the highest bid placed for the Plot under auction and subsequent acceptance of RIICO. The decision of RIICO will be final & binding on all the bidders.
- v. **Registration:** The bidder is required to be register on RIICO website

www.riico.co.in or <https://sso.rajasthan.gov.in> before participating in e-Auction.

- vi. **Estimated value of the Plot:** Bid Start Rate X Area of Plot.
- vii. **Participation Fee:** The bidder shall also pay non-refundable “e-Bid Participation fee” which will be valid only for one Auction event of a Plot for participating in e-auction. The participation fee shall not be valid for more than one Plot. If the bidder wishes to bid for more plots put up for auction, the participation fee will be charged separately for each Plot.
- viii. **Earnest Money Deposit(EMD):** The Bidder will have to deposit Earnest Money for each plot as per publication/auction advertisement for the particular e-Auction.
- ix. **Bid:** The bidder(s) have to quote the rate per sqm for the plot available fore-auction.
- x. **Bidding Currency:** Bidding will be conducted in Indian Rupees (INR) only.
- xi. **H1 Price:** It is the highest value placed in the bid at prescribed point of time during the auction for the Plot. It will be visible to all the bidders on the screen and the bidders can bid an amount of “**H1price plus incremental value or in multiples of incremental value**” only.
- xii. **Incremental value:** Incremental Value will be in multiple of Rs. 10/- per sqm. for all sizes of plots/category of plot or as decided by the Corporation from time to time. Minimum Bid increment shall be available to the Bidders at the start of the auction. The bidder can bid higher than the Highest Bid (H1 Price) at any point of time in the auction by an increment, multiples of the minimum Bid increment or at least of minimum bid increment plus multiple of Bid Increment. The minimum increment value will be displayed against each Plot on the bidding screen of all participating bidders. The software will not accept any bid other than the multiple of increment value.
- xiii. **BSR:** It refers to the “Bid Start Rate” which shall be decided by the RIICO and shall be visible to all the bidders on their screens. The bid will trigger off from this rate and no bidder can start bidding below this amount.

2. PARTICIPATION/APPLICATION PROCESS

i. Registration of Bidder:

- a. The bidder can apply for registration on RIICO website (www.riico.co.in) or <https://sso.rajasthan.gov.in>. After registration, an auto generated UserID & Password shall be sent on registered mobile number & E-mail ID of the user.

ii. Participation in e-Auction:

- a. For Online Participation in e-auction, bidder can view the advertisement as well as the relevant informations published in Print Media / Website of RIICO.
- b. The registered bidder shall be required to deposit “e-Bid Participation Fee (Non Refundable)” amounting to Rs. 1000/- + Applicable GST for the

- auction in which he is specifically participating (separately for auction of each plot).
- c. The registered bidder shall also be required to upload requisite KYC documents and fill the project profile in Project Profile Form, the bidder can also download the project profile form and after fulfilling, he can upload the same.
 - iii. **Earnest Money:** Apart from one time e-auction registration fee and e-Bid participation fee, the Bidder will have to deposit Earnest Money (EM) as perpublication/auction advertisement for the particular e-Auction. The EM amount shall have to be deposited within the time limit as notified and shall besubject to clearance of the same by RIICO. Earnest Money will be non-transferable to the other Bidder or any other Plot to be purchased by the sameBidder.
 - iv. **Contact Persons:** RIICO will nominate nodal officers who will coordinate forresponding to bidder's queries regarding Auction as mentioned below:

S. No	Issues	Contact Person
1.	Auction Process, LandTitle, Location & Revenue Record	Unit Head of concerned unit office
2.	Information Technology (IT) Support & Nodalofficer	DGM (IT)

3. PROCEDURE OF FORWARD E-AUCTION

- i. RIICO will declare its Bid Start Rate (BSR) which shall be visible toall the bidders at the start of the Forward auction.
- ii. The Bid Start Rate (BSR) of Plot in online forward auction is open toall the participating bidders. Any bidder can start bidding, in the online forward auction from this Rate onwards only. Hence, the firstonline bid that comes in the system during the online Forward auction shall be higher than the auction's BSR by one increment or absolutemultiples of increment.
- iii. The onwards bidding will have to be higher than the H1 rate as quotedand displayed on screen by one increment value or higher than the H1 rate by multiples of the increment value.
- iv. The bid Increment amount shall be specified by RIICO which the e-bidders can view on their bidding screen. The bid can be placed onlyof the BSR + incremental value or in multiples of increment value.
- v. Online Forward Auction shall be open for a specified period as per publication issued by RIICO for each Plot. The closing time and date of auction may be extended at any time. There will be unlimited extension of 5 minutes duration each, if any valid bid is received inlast 5 minutes of the close of E-auction. The bidder(s) are cautioned not to wait till the last minutes or last few seconds to enter their bid toavoid complications related to internet connectivity, network problems, system crash down, power

failure, etc.

- vi. RIICO reserves rights to cancel the highest bid in any condition what so ever. The Notice for such cancellation shall be duly notified on thee-Auction portal.
- vii. The minimum Bid increment shall be available on screen to the Bidders at the start of the e-auction. The bidder can view the same by clicking on the relevant details at the start of the auction.
- viii. During Forward Auction, if no bid is received within the specified time or bid is cancelled as per point number (VI) above, RIICO, at its own discretion, may decide to re-invite the bid / scrap the e- auction process / proceed with conventional mode of auctioning.
- ix. The bids will be taken as an offer to purchase the Plot on lease basis on terms & conditions attached with the Plot. Bids once made by a Bidder, cannot be cancelled / withdrawn by the Bidder and the Bidder shall be bound by the bid quoted, failing which the Earnest Money will be forfeited.
- x. Bidders will be able to view the following on their screen along with the necessary fields in the Forward Auction.

Opening BSR (Bid Start Rate) & minimum Increment Value. Leading (highest) Bid in the e-Auction

Bid Placed by the bidder himself Rank of bidder in the e-auction

- xi. The Bidder must read the terms and conditions of the e-auction very carefully before participating in bidding process.
- xii. RIICO will respond to all queries relating to the e-Auction processes and rules on the telephone numbers given or through mail as per the publication/ auction advertisement.
- xiii. RIICO reserves the right to modify/ amend the terms and conditions and intimate the same prior to commencement of e-Auction or while the auction is in progress.

4. EARNEST MONEY DEPOSIT PAYMENT, ITS REFUND AND FORFEITURE:

- a) The intending bidder(s) have to deposit 5% of the reserve price (i.e. area of plot x reserve rate) or Rs. 25,000/-, whichever is higher as Earnest Money Deposit (EMD) as per publication/ auction advertisement for the particular e-Auction. EMD will be deposited online through RIICO Payment Gateway before participating in e- Auction.
- b) The EMD amount shall have to be deposited within the time limit as notified and shall be subject to clearance of the same by RIICO.
- c) Delay in deposit of EMD will not be entertained and the bidder shall not be eligible for participation.
- d) The EMD paid within the specified period is adjustable in the Bid amount if and when the Plot is finally allotted to that highest / successful bidder.
- e) The EMD of the un-successful bidders will be refunded without any

interest, cost or claim after the closure of the e-auction or the extended period as decided by the RIICO.

- f) The refund of EMD of unsuccessful bidders shall be made in the same bank account which is specified by the bidder in the e-auction form. RIICO shall not be responsible if incorrect / incomplete Bank details are furnished by the bidder in any manner.
- g) Earnest Money Deposited will be non-transferable to the other Bidder or any other Plot to be purchased by the same Bidder.

5. PLOT BID CONFIRMATION – COST AND BALANCE PAYMENTS

- a) The HIGHEST BID will be taken only on Subject to confirmation (STC) basis. After the closure of the e-Auction, RIICO will intimate the successful / highest bidder through a “Confirmation of Auction Cum Demand Letter” whose highest bid is accepted by the RIICO through an e-mail / registered post after the completion of each auction. In case of multiple bids received in e-auction, after approval of the highest bid by the Field Level Committee, confirmation for allotment of plot and demand letter will be issued accordingly. In case of single bid, the confirmation of allotment and demand letter will be issued only after approval of single bid by Competent Committee at Head Office. The highest bid shall be approved by the Field Level Committee within 2 working days and after approval of the bid either by the Field Level Committee or Head Office Committee, the offer letter confirming approval of bid will be sent online by unit head within 2 days from the date of approval.
- b) The highest bidder, after approval of the bid, has to deposit the following amount within 30 days from the issue of offer letter of acceptance of bid:

I. In case of Industrial Plot :-

- i. Deleted (As per IDC decision vide item (9) of its meeting dt. 21.1.2021)
- ii. 1% i. of *Premium amount as Security Money (Minimum Rs. 2500/-)
- iii. 25 % of *Premium amount after adjusting amount already deposited as EMD.

II. In case of Non Industrial Plot :-

- i. 1% of *Premium amount as Security Money (Minimum Rs. 2500/-)
- ii. 25 % of *Premium amount and Applicable GST on Total *Premium amount as per applicable rates after adjusting amount already deposited as EMD.

***Premium amount = Highest Bid x Area of Plot**

- c) In case the above amount as mentioned in (b) above is not deposited within 30 days, then amount deposited earlier (on account of EMD) shall be forfeited without giving any further notice.

Provided, that the unit head may grant time extension / regularize delay period up to 30 days for deposit of such amount with interest @ 11% per annum beyond the stipulated period.

Provided further that the Managing Director may grant further time extension/regularize delay period upto 30 days beyond the above 30 days period on payment of interest @ 11% p.a. subject to clear recommendations made by Unit Head concerned and on merit of the case.

Provided further that Managing Director may grant further time extension/regularize the delay period up to 90 days beyond the above stipulated time extension @ 11% per annum depending upon merit of the case on the recommendation made by the Unit Head concerned in case of death of close family member in blood relation of the bidder or any serious medical issue of bidder or close family member in blood relation of the bidder.

(Amended as per IDC decision vide item (15) of its meeting dt. 30.12.2019, further amended vide item (4) of IDC meeting held on 21.01.2021. further amended vide item (9) of IDC meeting held on 22.10.2021) (Further amended vide item (23) of IDC meeting dated 14.06.2022).

- d) If Bidder fails to deposit the Amount as mentioned in (b) within 30 days from the issue of the Confirmation of Auction Cum Demand Letter or extended period if any, the auction of Plot shall stand automatically cancelled and all Amounts deposited by the Bidder shall stand forfeited. RIICO will have the right to re-Auction this Plot without further reference with the Bidder.
- (dd) The Managing Director shall have power to review those cases where offer letter was issued to the successful bidder by the Unit Head concerned but earnest money has been forfeited by the Unit Head concerned on ground of non-deposition of requisite money within 30 days, however, deposited beyond 30 days but within the next 60 days (30+30) extended period as provided in rules along with applicable interest and subsequently upon reconciliation by Unit Head, wherein the fact comes to notice about the depositing of such amount. Such review will be subject to fulfilment of the following:
 - 1. Such plot is still not allotted to any other entrepreneur.
 - 2. Refundable amount is neither refunded by Unit Head nor accepted by the successful bidder. *(Inserted vide item (7) of IDC meeting held on 24.05.2024).*
- e) The balance 75% Premium amount shall be deposited by the allottee in installments (interest bearing) if applicable and as prescribed by the Corporation from time to time. However, the allottee may also opt to pay balance 75% Premium within 120 days of the land allotment for which no interest will be charged.
- f) All payments except Registration Fees, Participation Fee, EMD mentioned at '4' above shall also be accepted through RTGS/NEFT to Concerned Unit Office Bank Account No., the details of which are asunder:
 - a) Name of Bank :
 - b) Name of Bank Branch :

- c) Account No. :
- d) IFSC Code :
- e) Bank Address :

g) Finalizing Organizational set up in case of Individual successful bidder.

1. The successful individual bidder would be allowed to change the name and constitution from the individual within 30 days from the date of issue of offer letter.
2. In case, further time period is required for deciding the name and constitution then successful bidder would be required to seek time extension for finalizing the name and constitution as well as for deposition of payments as per offer letter from the competent authority as per delegation provided in e-Auction rules.
3. The payments will be required to be deposited as per offer letter from the account of the Firm/company/LLP as finalized by the bidder.
4. The successful bidder shall have major shareholding in the firm/company/LLP so finalized.
5. No change in the constitution will be allowed in case payments are made by the successful bidder as per offer letter from his/her bank account.

(Amended vide item (12) of IDC Meeting dated 14.06.2022)

- 5-A In case of e-Auction for allotment of land/plot in SEZ, a provisional offer for allotment will be issued to the successful/highest bidder after deposition of amount as mentioned in clause 5(b) with the condition that the successful/highest bidder shall obtain Letter of Approval (LOA) from concerned Development Commissioner, SEZ within a period of 6 months from the date of issuance of provisional offer of allotment. Subsequent to presentation of such Letter of Approval, final allotment letter shall be issued. In case, the successful/highest bidder fails to present Letter of Approval within prescribed time period as above, the provisional offer of allotment shall be withdrawn and after deducting amount equivalent to EMD from the deposited amount, remaining amount shall be refunded to the applicant without interest. (Inserted vide Office Order No. IPI/P-5/2016/130/275 dt. 11.02.2022)

The vacant plots in the area be allotted through e-auction only. The successful bidder will have to make payments in accordance with e-Auction Rules (amended from time to time). After deposition of pre-requisite amount, the provisional offer of allotment be issued to successful bidder with the condition that applicant has to obtain Letter of Approval from the concerned Development Commissioner, SEZ within 6 months from the date of issuance of provisional offer of allotment. Subsequent to approval of LOA by the Development Commissioner, final allotment shall be made.

Provided, if the applicant failed to obtain LOA within stipulated time period, MD may grant time extension/regularize delay period upto 90 days

beyond the stipulated time period with a penalty of 2% of the rate of allotment.

Provided further that beyond the time extension of 90 days after the stipulated period of six months from the date of issuance of provisional offer of allotment, the provisional offer of allotment be withdrawn and after deducting amount equivalent to EMD from the deposited amount, remaining amount shall be refunded to the applicant without interest.

(Partially amended vide item (18) of IDC meeting held on 21.09.2023)

6. KYC COMPLIANCE

During online registration for KYC compliance the bidders will have to upload following documents:-

Features	List of valid KYC Documents
Individuals ➤ Legal name and any other names used	(i) Passport (ii) *PAN Card (iii) Voter's Identity Card (iv) Driving License (v) Identity Card (vi) *Aadhar Card *Mandatory
Address	(i) Utility Bill like telephone, electricity (not older than 3 months) (ii) Bank account statement /Pass Book (iii) Passport (iv) Letter from employer (Subject to satisfaction of the Company) (v) Latest Rent/ Leave & license agreement etc. (Any One)
Companies ➤ Name of the Company, Principal place of business ➤ Address of the company ➤ Identity of signatories	(i) Certificate of incorporation and Memorandum & Articles of Association (ii) Resolution of the Board of Directors to open an account and identification of those who have authority to operate the account (iii) Power of Attorney granted to its managers, officers or employees to transact business on its behalf (iv) PAN card of Company (v) Any other officially valid document establishing proof of existence and address of the entity to the satisfaction of the Company (vi) Any officially valid document to identify the signatories (vii) Certificate of Commencement of Business (viii) BRN
Partnership firms ➤ Legal name and address ➤ Identity of all partners and their addresses ➤ Identity of signatories	(i) Registration certificate, if registered (ii) Partnership Deed (iii) Power of Attorney granted to a partner or an employee of the firm to transact business on its behalf (iv) Any officially valid document identifying the partners and the persons holding the Power of Attorney and their addresses (v) Proof of existence &

	proof of addresses of the firm (vi) BRN No. etc.(vii) PAN card of Firm or PAN Card of all Partners.
Trusts & foundations ➤ Identity of trustees, settlers, beneficiaries & signatories ➤ Identity and addresses of the founder, the managers/Directors and the beneficiaries ➤ Identity of signatories	(i) Certificate of registration, if registered (ii) Trust Deed (iii) Power of Attorney granted to transact business on its behalf (iv) Any officially valid document to identify the trustees, settlers, beneficiaries and those holding Power of Attorney, founders/managers/ directors and their addresses. (v) Resolution of the managing body of the foundation/association (vi) Any officially valid document establishing the proof of existence and proof of address of the entity to the satisfaction of the Company. (vii) BRN (viii) PAN Card of Trust

7. PAYMENT MODE

- I. Pre e-auction payments i.e. Bid Participation Fee along with GST and EMD will be deposited online.
- II. Post e-auction payments shall also be deposited in concerned RIICO bank account through RTGS/NEFT.
- III. The realization of amount will be effective only after it is credited in RIICO Account.

8. INSPECTION OF LAND / PLOT

- I. Land / Plot will be auctioned on “AS IS WHERE IS BASIS”.
- II. The bidder is advised to visit and examine the Land / Plot at his own cost and be satisfied before participating in the Auction process. No claim whatsoever will be entertained once the Land / Plot is auctioned.

9. TERMS & CONDITIONS

A. General :

- I. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders which shall otherwise make him ineligible.
 - II. Land will be allotted on the basis of Leasehold of which the period will be of 99 years.
- II (a) In case of e-Auction for allotment of land/plot in SEZ, the lease agreement shall be executed in the prescribed format and shall be coterminous with the Letter of Approval of Development Commissioner, SEZ as per Central Special Economic Zone Act 2005 read with Central Special Economic Zone

Rules-2006 (Amended from time to time).

(Inserted vide Office Order No. IPI/P-5/2016/130/275 dt. 11.02.2022)

- II (b) The provisions of Central Special Economic Zone Act-2005 and Central Special Economic Zone Rules-2006 shall also be applicable to the successful/highest bidder in case final allotment letter is issued.

(Inserted vide Office Order No. IPI/P-5/2016/130/275 dt. 11.02.2022)

- III. The Bidder shall not divulge either his/her Bids or any other exclusive details of RIICO or to any other party.
- IV. The decision of competent authority of RIICO shall be final and binding on all the Bidders.
- V. RIICO shall not have any liability towards the Bidders for any interruption or delay in access to the site irrespective of the cause. Please note that failure of internet connectivity/(due to any reason whatsoever it may be) shall be sole responsibility of bidder(s) and RIICO shall not be responsible for such unforeseen circumstances. In order to ward-off such contingent situation, bidder(s) are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the E-Auction successfully. The bidder(s) are requested not to wait till the last moment to quote their bids to avoid any such mishaps.
- VI. RIICO is not responsible for any damages whatsoever, including damages on account of any negligence on their part.
- VII. NRI are advised to comply with the RBI / FEMA / Indian Income Tax and other laws of land before participating in this bid. RIICO shall not be responsible for any non-compliance and the risk and cost shall be of that NRI.
- VIII. E-Auction Notice will be uploaded on State Procurement Portal (SPP).
- IX. Advertisement for E-auction notice should be published in widely circulated two State Level Newspapers and one leading National Level Newspapers (NCR/Delhi Edition).

X. Time line for e-Auction

S.No	Activity	Time period (days)	Remark
1	Date of publicity of e - Auction in Newspaper and other print media as well as hosting of e-Auction plan on website.	T	T= date of publicity
2	Registration and participation start date	T	The bidder can start the registration and participation activity (in case already registered, only

			participation activity)
3	Submission End date of required documents, deposition of participation fees and EMD by the bidder.	T+15	15 days given as per the general guidelines
4	Verification of documents by unit office and to allow the eligible bidder for e - bidding.	T+17	2 working days for verification of documents and approval to bidder for participating in e - Auction.
5	Start of e-Auction bidding	T+18	1 day after due verification
6	End of e-Auction bidding	T+21*	Three working days given for participating the bidder in e - Auction with end time 5.00 PM on the last day of each

Note*: 3 working days means working days as per official calendar of Govt. of Rajasthan excluding gazzeted holidays. However, the days on which half day holiday is declared either by GoR or District Collector, the same will be treated as full working day for calculation of 3 working days for bidding.

B. Plot Specific:

- I. The Bidder is required to study the Plot specific Terms & Conditions for the proposed Plot / Land scheduled for Auction and be satisfied before participating in the Auction process.
- II. The Plot specific Terms & Conditions shall form the integrated part of the Auction document and the Bidder would be responsible to comply the same. The Bidder is also required to sign these Terms & Conditions and submit along with Price Confirmation Letter.
- III. The prevailing provisions of Rajasthan State Industrial Development & Investment Corporation (RIICO Disposal of Land Rules, 1979), other relevant Rules, Byelaws, Guidelines, Circulars and Orders of Government of Rajasthan and/or RIICO will also be applicable and binding on the Bidders besides the provisions mentioned in this document. If there is any difference in the provisions contained in this document and the above mentioned rules and regulations, the provisions of this document will have the overriding effect to that extent only.
- IV. If there is any dispute on interpretation of any of the provisions, the same must be brought into the notice of RIICO in writing before at least 3 days of scheduled start Auction date. The decision of RIICO shall be final and binding.
- V. The Bidder must participate in the Auction process only after being fully satisfied.

10. DISPUTE RESOLUTION

Any disputes arising out of this e-Auction shall be subjected to Jurisdiction of Jaipur, Rajasthan (India) Courts only.

11. SPECIFIC TERMS AND CONDITIONS AND DISCLAIMER

The Specific Terms and Conditions of e-auction will be as per Form-P-1 and Disclaimer will be as per Form – P-2 and will also be uploaded on e-auction portal for acceptance of bidder.

Form-P-1

SPECIFIC TERMS & CONDITIONS

- I. The plot will be used for the purposes it is auctioned i.e. commercial plots for commercial purposes, industrial plots for industrial purposes and likewise.
- II. The plot will be auctioned on '**as is where is**' basis.
- III. It shall be the responsibility of the bidder(s) to inspect and satisfy themselves about the site position of the plot(s) and its measurements before submitting the E- Bid.
- IV. The bidder shall be required to upload requisite KYC documents and fill the project profile in Project Profile Form, the bidder can also download the project profile form and after fulfilling, he can upload the same. Allotment of plot will be made to the successful bidder on 99 years lease hold basis. In case of allotment in SEZ, the lease period of 99 years shall be co-terminus with Letter of Approval of Development Commissioner, SEZ.
(Inserted vide Office Order No. IPI/P-5/2016/130/275 dt. 11.02.2022)
- V. The bid quoted by the highest bidder will be valid up-to the last day of the succeeding month i.e. by 30th or 31st as the case may be.
- VI. The Earnest Money Deposit (EMD) of the unsuccessful bidders will be refunded without any interest, cost or claim after the closure of the E-Auction or the extended period as decided by the RIICO. The refund of EMD of unsuccessful bidders shall be deposited in the same bank account which is specified by the bidder in the E-Auction form at the time of registration. RIICO shall not be responsible if incorrect/incomplete Bank details are furnished by the bidder in any manner. Further, EMD will not be non transferable to the other Bidder or any other property to be purchased by the same bidder through E-auction.
- VII. The Corporation reserves full right to accept or reject any bid(s) without assigning any reason.
- VIII. The acceptance or rejection of the E-Auction by the Corporation of methodology adopted by the Corporation for the sale of land/plot on E-Auction platform shall not become a cause of action or ground to initiate any legal action before any court of law for obtaining any Order, Injunction, Direction etc. from the Hon'ble Court to stay the proceedings.
- IX. In the event of any dispute arising out of the E-Auction, such dispute would

be subject to the Jurisdiction of the Civil Court within local limits of the land/plot, State of Rajasthan.

- X. The allottee shall adhere to the provisions of the Rajasthan Stamps and Registration Act. The registration charges and stamp duty towards registration of Lease Agreement shall be borne by the allottee.
- XI. The allottee shall abide by provisions of RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. Apart from above, in case of allotment in SEZ Act-2005 and Central Special Economic Zone Rules-2006 shall also be applicable to the allottee.
(Inserted vide Office Order No. IPI/P-5/2016/130/275 dt. 11.02.2022)
- XII. The allottee will follow the building regulations and parameters as prescribed for the particular use of the plot.
- XIII. The other tax, if applicable, shall be paid by the allottee.
- XIV. The applicable GST will be leviable on Participation Fees. Further, highest bidder/successful bidder, in case of non industrial plot, will have to pay the applicable GST for entire Premium of land upfront as per the rules in one go at the time of deposition of 25% Premium of land before issuance of allotment letter.
- XV. As per Income Tax proviso 194-IA Bidder/Allottee (Purchaser of land) is responsible to deduct and deposit TDS @ 1% of total Premium of land allotted, where the Premium of land is 50 lacs or more.
- XVI. The bidder(s) shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidder(s). The bidder(s) shall not divulge either his bids or any other exclusive details of RIICO to any other party.
- XVII. The decision of RIICO regarding declaration of successful bidder(s) shall be final and binding on all the bidder(s).
- XVIII. RIICO shall not have any liability to bidder(s) for any interruption or delay in access to the web-site irrespective of the cause.

RIICO is not responsible for any damages, including damages that result from, but are not limited to negligence. RIICO will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

Form-P-2

DISCLAIMER

You are being redirected to e-auction software developed by the third party i.e. RISL (RajCOMP Info Services Ltd.). Please acknowledge this disclaimer before proceeding further.

The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the RAJASTHAN STATE INDUSTRIAL DEVELOPMENT AND INVESTMENT

CORPORATION LTD., (RIICO Ltd.), hereinafter also referred as "Corporation" or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is neither an offer nor invitation by the Corporation to the prospective Bidders or any other person. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by the Corporation in relation to the Plots. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid Document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own surveys, investigations and design, analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Corporation, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy,

correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

The Corporation also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid Document.

The Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that the Corporation is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Plot

and the Corporation reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Corporation or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and finalization process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Corporation or to any other person in a position to influence the decision of the Corporation for showing any favour in relation to this Bid Document or any other Contract, shall render the Bidder to such liability/penalty as the Corporation may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

Your access to the bidding process does not imply a license to reproduce and/or distribute this information and you are not allowed to any such act without the prior approval of the Corporation.

RIICO and its official expressly disclaim any liability or any deficiency in the service provider whose site you are about to access. Neither, RIICO nor the official will be liable to or have any responsibility of any kind or any loss that you incur in the event of any deficiency in the service of service provider, failure or disruption of the site of the service provider or result from the act of omission of any other party involved making this site or the data contents therein available to you or from any other calls relating to your access to

inability to access or user of site of these materials in accordance to their RIICO and all its related parties describes herein above stand indemnified all proceeding or other arising thereto.

For e-auction bidding 3 working days shall be considered as per official calendar of Govt. of Rajasthan excluding gazetted holidays. However, the days on which half day holiday is declared either by GoR or District Collector, the same will be treated as full working day for calculation of 3 working days for bidding.

Form-P-3

RAJASTHAN STATE INDUSTRIAL DEVELOPMENT & INVESTMENT CORPORATION LTD., UDYOG BHAWAN, TILAK MARG, JAIPUR MODALITIES FOR E-AUCTION OF PLOTS THROUGH ONLINE BIDDING

1. Pre-requisite Preparation of E-auction by unit office:

- (i) The plot which is put for auction shall be free from all encumbrances and should be in clear physical possession of Corporation.
- (ii) Site plan of the plot shall be prepared as per the measurement taken at site. The site plan must show dimensions of all sides of plot indicating "North Direction" and road(s) width. Dimension of diagonal(s) of plot may be provided where the plot is of irregular shape.
- (iii) All the Building Parameters in accordance to usage of the plot shall be mentioned according to the applicable Building Regulations in the site plan.
- (iv) Any special condition related to limitation/restriction in construction on the plot should be mentioned clearly.
- (v) The site plan of the plot shall be uploaded along with E-Auction Notice on website.
- (vi) The Unit Head will prepare check list confirming the above points and the check list duly signed by Unit Head will be kept in file.

2. Creation of allotment Plan for E-Auction by Unit Office:

After pre-requisite preparation, the unit office will create allotment plan for E-Auction as per procedure defined as below:

- (i) For creation of online allotment plan of E-Auction, unit official would login at "riicoerp.industries.rajasthan.gov.in" using his/her credentials.
- (ii) Unit official would select the Land Management and go to LM>>Sales>>Land Allotment Plans. A relevant list of created plans would display.
- (iii) To create a new allotment plan for E-Auction, Unit Official would click on "Add New Land Allotment Plan" and a new form would be opened.
Unit Official would fill the details in the form like industrial area for which E-Auction has to be conducted.
- (iv) Unit Official would select "Auction" in "Sale Type".
- (v) Unit Official would select the Usage Type for which E-Auction has to be conducted.
- (vi) Unit Official would fill the Start date and End Date to deposit the Participation fees and EMD.
- (vii) Unit Official would select "Yes" in "External View" as well as "Online Bidding".
- (viii) Unit Official would enter the Bid Start and Bid End date with time.
- (ix) Unit Official would also enter the time slot to increase the time of E-Auction, if any bid is submitted in last minutes.
- (x) Unit Official would enter the Bid start rate (Reserve rate fixed for that plot) of the plot in "Bid start rate".
- (xi) Unit Official would click on save button to save the allotment plan.
- (xiii) Unit Official would click on "Property Details" tab to select the

properties which are available in E-Auction.

- (xiv) To add the available properties, click on "Add" button as shown below in outlines box.
- (xv) Unit Official would select the plot no. in "Property/Plot". (xvi) Now, Unit Official would click on "Save" button to add the plot.
- (xvii) To add another plot, Unit Official would click on add button and follow the procedure.

3. Procedural Parts of E-Auction:

- (i) E-Auction bids shall be invited for auction of plots through advertisement as per Form-P-3-I
- (ii) Advertisement for E-auction notice should be published in widely circulated two State Level Newspapers and one leading National Level Newspapers (NCR/Delhi Edition).

4. Time line for e-Auction

	Activity	Time period (days)	Remark
	Date of publicity of e - Auction in Newspaper and other print media as well as hosting of e-Auction plan on website	T	T= date of publicity
	Registration and participation start date	T	The bidder can start the registration and participation activity (in case already registered, only participation activity)
	Submission End date of required documents, deposition of participation fees and EMD by the bidder	T+15	15 days given as per the general guidelines
	Verification of documents by unit office and to allow the eligible bidder for e - bidding.	T+17	2 working days for verification of documents and approval to bidder for participating in e-Auction.
	Start of e-Auction bidding	T+18	1 day after due verification
	End of e-Auction bidding	T+21*	Three working days given for participating the bidder in e - Auction with end time 5.0 OPM on the last day of each bidding.

Note*: 3 working days means working days as per official calendar of Govt. of Rajasthan excluding gazzeted holidays. However, the days on which half day holiday is declared either by GoR or District Collector, the same will be treated as full working day for calculation of 3 working days for bidding.

5. Constitution of the Committee to finalize the Bids:

a) Unit Level Committee:

The committee comprising of Unit Head, Sr. Most Technical Officer and Senior Most Account Officer of the unit office concerned.

b) Head Office Level RPFC Committee (In case of Single Bid):

The Committee comprising of Managing Director, Executive Director, Financial Advisor, Advisor (Infra) and Advisor (A&M).

(Amended vide item (18) of BoD meeting dt. 20.07.2021)

- 6. Unit Office will upload E-Auction Notice (Duly Signed) (Form-P-3-I), E-Auction Bidding Terms and Conditions (Form-P-3-II), General Terms & Conditions (Form-P-3-III), Terms & Conditions of Payment (Form-P-3-IV), Procedure for participating in E-Auction (For Citizen) (Form-P-3-V), Format of Declaration by Bidder (Form-P-3-VI) on Web Portal.**

e-auction notice

RIICO invites online bids for allotment of various category of plots in RIICO's various industrial areas through e-auction bidding system.

S.No	Name of unit office	Name of industrial area	Category of plot	Number of plots to be auctioned	Date and time of e-bidding
1.					Date & time of start bidding and end of bidding with auto extension for 5 Minutes in case bid is placed within last 5 minutes

Note:-

- The bidder is required to be register on RIICO website www.riico.co.in or <http://sso.rajasthan.gov.in> before participating in e-Auction.
- The bidder will be required to deposit participation fees Rs. 1000/- + applicable GST for each plot online through RIICO Payment Gateway.
- The bidder will also be required to deposit Earnest Money (EMD) for each plot Online through RIICO Payment Gateway upto a specified date & time as notified in the E-Auction Plan before participating in E-Auction Bidding.
- The details of plots to be E-Auctioned, such as plot number, Area of plot, EMD for each plot, EMD start & end date, Bid start rate, Terms & Condition and Procedure for participating can be seen on www.riico.co.in in E-Auction menubar.

Unit Head

(Revised vide office order no. IPI/P-5/2016/130/522 dt. 10th July, 2019)

Form-P-3-II

E-AUCTION BIDDING TERMS AND CONDITIONS

The detailed terms & conditions of E-Auction Bidding are as under:

1. Online E-Auction shall be conducted by RIICO, on the pre-specified date and time, while the bidder(s) shall be quoting from their own offices/places of their choice, internet connectivity and other paraphernalia required for participation in the E-Auction shall have to be ensured by the Bidder(s) themselves. Please note that failure of internet connectivity/ (due to any reason whatsoever it may be) shall be sole responsibility of bidder(s) and RIICO shall not be responsible for such unforeseen circumstances. In order to ward-off such contingent situation, bidder(s) are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the E-Auction successfully. The bidder(s) are requested not to wait till the last moment to quote their bids to avoid any such mishaps.
2. Material of Bid : Sale of Plot by RIICO
3. Type of Auction: E-Auction
4. Bid start Rate (Reserve Rate)/Minimum Incremental Value: The Bid start Rate of the E-Auction and the Minimum incremental rate shall be available to the bidder(s) on their bidding screen.
5. Bid: The bidder(s) have to quote the rate per sqm. for the plot available for E-Auction.
6. Procedure of E-Auction:
 - (i) E-Form Submission:

The bidder is required to be register on RIICO website www.riico.co.in or <https://sso.rajasthan.gov.in> before participating in e-Auction. The detailed procedure for participating in E-Auction (For Citizen/Bidder) is annexed at **Annexure-V**.
 - (ii) Online E-Auction:
 - RIICO will declare its Bid start Rate (Reserve Rate), which shall be visible to all the bidder(s) during the start of the E-auction. The first online bid (i.e. H1 Rate) that comes in the system during the online e-auction has to be higher than Bid start Rate (Reserve Rate) by the minimum incremental value/ higher than minimum incremental value. The second online bid and onwards will have to be higher than the H1 rate (Highest Bid) by one minimum incremental value or by higher than the minimum incremental value and so on.
 - E-auction for plots shall be valid for a period from time and date of start of bidding to closure of bidding. If a bidder(s) places a bid in the last 5 minutes of closing of the e-auction and if that bid gets accepted, then the

e-auction's duration shall automatically get extended for another 5 minutes, from the bid closing time. Please note that the auto-extension shall be for unlimited times and will take place only if a valid bid comes in last 5 minutes of closing. If valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-auction, the e-auction shall get closed automatically without any extension. However, bidder(s) are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

7. During e-auction, if no bid is received within the specified time, RIICO will scrap the E-auction process for that particular plot.
8. The bid once submitted by bidder(s) cannot be cancelled/ withdrawn and the highest bidder shall be bound to buy the plot at his/her final bid, subject to approval from competent Committee/Authority of RIICO. The failure on part of bidder(s) to comply with any of the terms and conditions of the E-auction notice & Offer Letter issued after approval of the bid by the Corporation, will result in forfeiture of the earnest money (EMD) paid by the defaulting bidder(s).
9. The bidder(s) will be able to view the following on their screen along with the necessary fields in the e-auction:
 - a. Leading bid in the E-auction (H1 – Highest Bid)
 - b. Bid placed by bidder(s)
 - c. Bid start Rate (Reserve Rate) & Minimum Incremental Value.
 - d. The bid rank of bidder(s) in the e-auction.
10. The decision of RIICO regarding declaration of successful bidder(s) shall be final and binding on all the bidder(s). RIICO reserves the right to accept any offer or to reject all or any of them without assigning any reason thereof.
11. RIICO shall be at liberty to cancel the E-auction process at any time or even before declaring the successful bidder(s) without assigning any reason.
12. RIICO shall not have any liability towards bidder(s) for any interruption or delay in access to the website irrespective of the cause.
13. The bidder(s) are required to submit acceptance of the terms & conditions before participating in the E-Auction at the time of deposition of participation fee and EMD.
14. Duration of E-Auction: The E-auction of plot is scheduled to be conducted on the period as specified in the E-auction notice. There will be unlimited extension of 5 minutes duration each, if any valid bid is received in last 5 minutes of the close of E-auction. The bidder(s) are cautioned not to wait till the last minute or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.

15. Successful bidder(s): At the end of the E-auction, RIICO will evaluate all the bids submitted and will decide upon the successful bidder(s) after taking due approvals from the Competent Committee/Authority. This process may take some time; RIICO's decision will be final & binding on all the bidder(s).

Form-P-3-III

GENERAL TERMS & CONDITIONS

(To be uploaded on e-auction portal for acceptance of bidder)

1. The plot will be used for the purposes it is auctioned i.e. commercial plots for commercial purposes, industrial plots for industrial purposes and likewise.
2. The plot will be auctioned on 'as is where is' basis.
3. The bidder will be required to upload following documents at various stages:

A. For Registration as KYC compliance (No registration fees is required)

During online registration for KYC compliance the bidders will have to upload following documents:-

Features	List of valid KYC Documents
Individuals ➤ Legal name and any other names used	(i) Passport (ii) *PAN Card (iii) Voter's Identity Card (iv) Driving License (v) Identity Card (vi) *Adhar Card (vii) (a) * Name of nominee (b) * Address of nominee (c) * Aadhar Card Explanation 1: Such nomination shall be within the blood relation as per law. Explanation 2: The nomination shall be applicable only in the case of death of the bidder before completion of bidding process as per rules and it shall not be considered if the case is falling within the category of transfer under RIICO Disposal of Land Rules, 1979. Explanation 3: Mere submission of such nomination shall not be treated as the conclusive proof of succession. *Mandatory <i>(Amended vide item (16) of IDC meeting held on 12.03.2024)</i>
Address	(i) Utility Bill like telephone, electricity (not older than 3 months) (ii) Bank account statement /Pass Book (iii) Ration Card (iv) Letter from employer (Subject to satisfaction of the Company)

	(v) Latest Rent / Leave & license agreement etc. (Any One)
Companies ➤ Name of the Company, Principal place of business ➤ Address of the company ➤ Identity of signatories	(i) Certificate of incorporation and Memorandum & Articles of Association (ii) Resolution of the Board of Directors to open an account and identification of those who have authority to operate the account (iii) Power of Attorney granted to its managers, officers or employees to transact business on its behalf (iv) PAN card (v) Any other officially valid document establishing proof of existence and address of the entity to the satisfaction of the Company (vi) Any officially valid document to identify the signatories (vii) Certificate of Commencement of Business (viii) BRN
Partnership firms ➤ Legal name and address ➤ Identity of all partners and their addresses ➤ Identity of signatories	(i) Registration certificate, if registered (ii) Partnership Deed (iii) Power of Attorney granted to a partner or an employee of the firm to transact business on its behalf (iv) Any officially valid document identifying the partners and the persons holding the Power of Attorney and their addresses (v) Proof of existence & proof of address of the firm (vi) BRN No. etc. (vii) PAN card of Firm or PAN Card of all Partners.
Trusts & foundations ➤ Identity of trustees, settlers, beneficiaries & signatories ➤ Identity and addresses of the founder, the managers / Directors and the beneficiaries ➤ Identity of signatories	(i) Certificate of registration, if registered (ii) Trust Deed (iii) Power of Attorney granted to transact business on its behalf (iv) Any officially valid document to identify the trustees, settlers, beneficiaries and those holding Power of Attorney, founders/managers/directors and their addresses. (v) Resolution of the managing body of the foundation/association (vi) Any officially valid document establishing the proof of existence and proof of address of the entity to the satisfaction of the Company. (vii) BRN (viii) PAN Card of Trust

B. For participation in e-Auction (Plot wise)

- i. The bidder will be required to deposit participation fees and earnest money online as mentioned in the advertisement.
- ii. The registered bidder shall also be required requisite KYC documents and fill the project profile in Project Profile Form, the bidder can also download the project profile form and after fulfilling, he can upload the same.
4. It shall be the responsibility of the bidder(s) to inspect and satisfy themselves about the site position of the plot(s) and its measurements before submitting the E- Bid.
5. Allotment of plot will be made to the highest bidder on 99 years lease hold basis. The highest bidder for industrial plot will be required to submit the project report and other related documents for allotment of the plot after issuance of offer letter related to acceptance of his/her bid.
6. The bid quoted by the highest bidder will be valid up-to the last day of the succeeding month i.e. by 30th or 31st as the case may be.
7. The Earnest Money Deposit (EMD) of the unsuccessful bidders will be refunded without any interest, cost or claim after the closure of the E-Auction or the extended period as decided by the RIICO. The refund of EMD of unsuccessful bidders shall be deposited in the same bank account which is specified by the bidder in the E-Auction form at the time of registration. RIICO shall not be responsible if incorrect/incomplete Bank details are furnished by the bidder in any manner. Further, EMD will not be non transferable to the other Bidder or any other property to be purchased by the same bidder through E-auction.
8. The Corporation reserves full right to accept or reject any bid(s) without assigning any reason.
9. The acceptance or rejection of the E-Auction by the Corporation of methodology adopted by the Corporation for the sale of land/plot on E-Auction platform shall not become a cause of action or ground to initiate any legal action before any court of law for obtaining any Order, Injunction, Direction etc. from the Hon'ble Court to stay the proceedings.
10. In the event of any dispute arising out of the E-Auction, such dispute would be subject to the Jurisdiction of the Civil Court within local limits of the land/plot, State of Rajasthan.
11. The Physical Possession of the plot shall be taken over by the allottee within the time period specified in RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time.
12. The allottee shall adhere to the provisions of the Rajasthan Stamps and Registration Act. The registration charges and stamp duty towards registration of Lease Agreement shall be borne by the allottee.
13. The allottee shall abide by the terms & conditions of RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. Apart

from above, in case of allotment of plot in SEZ, the provisions of Central Special Economic Zone Act-2005 and Central Special Economic Zone Rules-2006 shall also be applicable and binding to the successful bidder.

(Inserted vide Office Order No. IPI/P-5/2016/130/275 dt. 11.02.2022)

14. The allottee will follow the building regulations and parameters as prescribed for the particular use of the plot.
15. **The applicable GST is leviable on the total Premium Amount for allotment of non-industrial plot for non-industrial use i.e. on allotment of plots other than industrial plot and same will be paid by the Bidder to the RIICO.**
16. **As per Income Tax proviso 194-IA a Transferee (Purchaser)/Bidder is responsible to deposit 1% TDS of immovable property which cost is 50 lacs or more than 50 lacs.**
17. The bidder(s) shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidder(s). The bidder(s) shall not divulge either his bids or any other exclusive details of RIICO to any other party.
18. The decision of RIICO regarding declaration of successful bidder(s) shall be final and binding on all the bidder(s).
19. RIICO shall not have any liability to bidder(s) for any interruption or delay in access to the web-site irrespective of the cause.
20. RIICO is not responsible for any damages, including damages that result from, but are not limited to negligence. RIICO will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

Form-P-3-IV

TERMS AND CONDITIONS OF PAYMENT:

- A. The intending bidder(s) have to deposit participation fees (Rs. 1000/- + applicable GST for each plot) and 5 % of the bid reserve price (i.e. area of plot x reserve rate) or Rs. 25000/-, whichever is higher as EMD online through RIICO Payment Gateway before participating in E-Auction.
- B. The highest bidder, after approval of the bid, has to deposit the following amount within 30 days from the issue of offer letter of acceptance of bid:
 - I. **In case of Industrial Plot :-**
 - (i) Deleted (As per IDC decision vide item (9) of its meeting dt. 21.1.2021)
 - (ii) 1% of *Premium amount as Security Money (Minimum Rs. 2500/- and
 - (iii) 25 % of *Premium amount after adjusting amount already deposited as EMD.
 - II. **In case of Non Industrial Plot :-**
 - i. 1% of *Premium amount as Security Money (Minimum Rs. 2500/-)

- ii. 25 % of *Premium amount and Applicable GST on Total *Premium amount as per applicable rates after adjusting amount already deposited as EMD.

***Premium amount = Highest Bid x Area of Plot**

- C. In case the above amount as mentioned in (b) above is not deposited within 30 days, then amount deposited earlier (on account of EMD) shall be forfeited without giving any further notice.

Provided, that the unit head may grant time extension / regularize delay period up to 30 days for deposit of such amount with interest @ 11% per annum beyond the stipulated period.

Provided further that the Managing Director may grant further time extension/regularize delay period upto 30 days beyond the above 30 days period on payment of interest @ 11% p.a. subject to clear recommendations made by Unit Head concerned and on merit of the case.

(Amended as per IDC decision vide item (15) of its meeting dt. 30.12.2019, further amended vide item (4) of IDC meeting held on 21.01.2021. further amended vide item (9) of IDC meeting held on 22.10.2021)

- D. If Bidder fails to deposit the Amount as mentioned in (B) within 30 days from the issue of the Confirmation of Auction Cum Demand Letter or extended period if any, the auction of Plot shall stand automatically cancelled and all Amounts deposited by the Bidder shall stand forfeited. RIICO will have the right to re-Auction this Plot without further reference with the Bidder.
- E. The balance 75% Premium amount shall be deposited by the allottee in installments (interest bearing) if applicable and as prescribed by the Corporation from time to time. However, the allottee may also opt to pay balance 75% Premium within 120 days of the land allotment for which no interest will be charged.
- F. All payments except mentioned at 'A' above shall be accepted through RTGS/NEFT to Concerned Unit Office Bank Account No., the details of which are as under:
- Name of Bank :
 - Name of Bank Branch :
 - Account No. :
 - IFSC Code :
 - Bank Address :
- G. In case of e-Auction for allotment of land/plot in SEZ, a provisional offer for allotment will be issued to the successful bidder after deposition of amount as mentioned in clause-B with the condition that the successful bidder shall obtain Letter of Approval from concerned Development Commissioner, SEZ within a period of 6 months from the date of issuance of provisional offer of allotment. Subsequent

to presentation/submission of such Letter of Approval, final allotment letter will be issued. In case, the successful bidder fails to present Letter of Approval within prescribed time period as above, the provisional offer of allotment shall be withdrawn and after deducting amount equivalent to EMD from the deposited amount, remaining amount shall be refunded to the applicant without interest.

(Inserted vide Office Order No. IPI/P-5/2016/130/275 dt. 11.02.2022)

PROCEDURE FOR PARTICIPATING IN E-AUCTION (FOR CITIZEN)

1. Before Participating in E-Auction, the Interested Bidder may register himself on RIICO website (www.riico.co.in) or <https://sso.rajasthan.gov.in>.
2. After Login in RIICO web portal, the bidder can view all the running e-Auctions schedules of RIICO.
3. To participate in the E-Auction, the Bidder need to pay participation fees and EMD (Earnest Money Deposit) against the plot and will follow the following steps:
 - (i) Bidder would click on "Click to Participate now" button on the plot for which he wants to bid.
 - (ii) The bidder would upload KYC documents and copy of project profile of the project to be setup.
 - (iii) The Bidder would accept the terms and conditions of online Payments/E-auction bidding terms and conditions (Annexure-VI)
 - (iv) Bidder would enter his Bid and click on "Save" Button to submit the Bid against the plot.
 - (v) The Bidder would also view the Bid placed by himself/herself under "My Action" Tab and he/she would click on the rate under "My Bid".
 - (vi) He/She would also view the Bidding Trend against the plot by clicking on the rate under "Highest Bid".
 - (vii) In case, Bidder wants to again bid after viewing "Highest Bid", he/she would also bid the bid against the plot and he would click on "Action" Button and select "Bid Now".
 - (viii) A Bid page would open which shows the time left details for bidding.
 - (ix) He/She would enter the new bid and click on "Save" Button to submit the bid against the plot.
 - (x) Once the Bid Time is crossed, status of E-Auction will change to bid close and Bidder would not be able to submit the Bid.

Form-P-3-VI

DECLARATION BY BIDDER(S)

Note: This document is required to be duly filled in and signed by the bidder (s) and hereafter its scanned copy is to be uploaded on the website the time of deposition of EMD. UNIT HEAD,

RIICO LTD.,

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1. I/We, the bidder(s) do hereby state that, I/We have read the entire E-Auction Bidding Terms and Conditions for auction of plot, General Terms & Conditions for allotment of plot through E-Auction and Terms & Conditions of Payment of the E-auction and have understood them fully. I/We, hereby unconditionally agree to abide by and to be bound by the said terms and conditions and agree to take part in the online E-auction.
2. I/We, declare that the EMD and other deposits towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information furnished by me/us in the bid form is true and correct to the best of my/our belief and knowledge. I/We, understand and agree that if any of the statement /information furnished by me/us is found to be incorrect and /or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the RIICO and that RIICO will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder(s) by RIICO in its sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of E-auction. I/We also agree that if my/our bid for purchase of the plot is accepted by RIICO and thereafter if I/We fail to comply with or act upon the terms and conditions of the offer letter or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any /all of the terms and conditions, the EMD and any payments made by me/us along with the bid thereafter, is/are liable to be forfeited by RIICO.
 - (i) I/We also agree that in the eventuality of forfeiture of the amount by RIICO, the defaulting bidder (s) shall neither have claim on the plot nor on any part of the sum for which it may be subsequently sold/auctioned.
 - (ii) I/We also understand that the EMD of all the bidder(s) shall be retained by RIICO and will be returned without interest only after the successful completion of the sale/E-auction of the plot(s). I/We state that I/We have fully understood the terms and conditions of e-auction and agree to be bound by the same.
 - (iii) The decision taken by RIICO in all respects shall be binding on me/us.
 - (iv) I / We also undertake to abide by the additional conditions if announced during the E-auction including the announcement of

correction(s) and/or addition (s) or deletion (s) of terms & conditions being offered for auction.

I accept the terms & Conditions as above

Signature of Bidder

Form-Q

General Guidelines/terms and conditions for handing over earmarked plot on rent cum license basis to an SPV of beneficiary industries for setting up Waste Recovery & Recycling Units.

1. The beneficiary units of the industrial area concerned will have to form an SPV with the main object of setting up waste recovery and recycling units.
2. The permission for handing over earmarked/reserved plot(s) will be granted by the Managing Director to the SPV concerned on rent cum license basis for establishment of recycling units initially for 15 years on following broad terms and conditions:
 - (i) The title of the plot(s) shall remain with RIICO.
 - (ii) The Licensee shall pay one time license fee @ 25% of the prevailing rate of allotment of the industrial area concerned, instead of annual lease rent.
 - (iii) Any statutory taxes like GST, any charges, fees, cess etc. if applicable by virtue of operation of law, shall be paid over and above the annual lease rent by the Licensee at its own level.
 - (iv) The plot(s) will be utilized exclusively for establishment of re-cycling unit for which plot(s) will be handed over to the Licensee. The expenses so incurred on establishment of such unit shall be borne by the Licensee.
 - (v) The Licensee shall obtain Consent to Establish (CTE) & Consent to Operate (CTO) from RSPCB as per the terms and conditions of consent to Establish/Operate issued by RSPCB from time to time.
 - (vi) The Licensee shall also obtain Environmental Clearance from concerned authority if required as per EIA notification 2006 & amendments made therein from time to time.
 - (vii) The Licensee shall adhere the provision of EPA Act, Water Act, Air Act, Orders, Circulars & Guidelines issued by Hon'ble NGT/MOEF/CPCB/RSPCB or any other Competent Authority.
 - (viii) The Licensee shall hire a technically expert agency/person for setting up/running of plant, if the Licensee does not have adequate experience in relevant field for establishment of recycling unit.
 - (ix) The Licensee shall indemnify RIICO against all liabilities and claims, which may be arose on RIICO on account of any default made during the

rent cum license period with the Licensee.

- (x) All other charges such as Government Taxes, Electricity Charges, Water charges etc. shall be borne by the Licensee and RIICO will not be liable to make payment of any such charges in any manner.
- (xi) Requisite License/permissions required for operation of activities permitted on the plot(s) from other department of the State Government/Central Government, shall be obtained by the Licensee at its own level.
- (xii) RIICO will not be responsible, if any condition of rent cum license is violated/breached by the Licensee or its member. The Licensee or its member shall be responsible for the same.
- (xiii) In case of any dispute among members of the Licensee and managing committee or any outsider, RIICO shall not be a party in such disputes. Further, RIICO shall not be liable for any damages/losses, if arising, consequent upon such disputes.
- (xiv) An undertaking of Rs. 500/- non-judicial stamp paper shall be furnished by authorized person on behalf of Licensee to the effect that they shall abide by the terms and conditions of this permission and also be liable for all type of expenses towards establishment of plant for re-cycling units.
- (xv) In case of any dispute between RIICO and Licensee, decision of RIICO shall be final and same shall be binding on Licensee.
- (xvi) The Licensee shall be bound to make the unit functional at the site as per project report submitted at the time of application within the stipulated time period as decided by the Corporation failing which action will be taken to revoke the rent cum license without payment of any cost/damages.
- (xvii) RIICO will be free to take over the possession of the plot(s), in case any unauthorized activity is found to be performed and/or term of license is expired. After expiry of the period of rent cum license, the same may be further extended by the constituted committee in stages (not exceeding 5 years at a time) with mutual consent based on performance of the Licensee, however, this is exclusively depending on discretion of RIICO.
- (xviii) The Licensee shall prepare plans/maps and obtain approval/consent of RIICO & RSPCB before taking up the work for establishment of unit.
- (xix) The Licensee shall ensure that after establishment of recycling unit, total waste of that industrial area of the category/type for which the unit of licensee is established, will be dumped at his plot (plot of recycle/reprocessing)/ dumping site. Moreover, licensee will ensure that other non-hazardous solid waste are not dumped by allottees along road, ROW in service/open areas/ any other place than dumping site. If such activity is observed, the Licensee shall take measures to stop such tendency and shall be responsible for taking action against such entrepreneurs.
- (xx) The Licensee shall execute rent cum license deed with the Corporation within 90 days of issue of permission letter and get it registered with concerned Registration Authorities. The expenses towards registration and

stamp duty shall be borne by the Licensee.

- (xxi) The permission for handing over plot(s) on rent cum license basis will be granted on non-transferable basis.
- (xxii) The permission given to Licensee to use plot(s) on rent cum license basis shall be withdrawn for any breach of above terms and conditions of this permission after issuing a 30 days registered notice. After expiry of rent cum license period, the physical possession of the plot(s) shall be handed over by Licensee to RIICO.
- (xxiii) A Committee headed by the Managing Director and comprising of Advisor (Infra), GM(Civil), STP, Unit Head concerned & Sr. Most Officer of EM Cell (Member Secretary) as members will interact with the representative of the Licensee and will decide the time period to be allowed for setting up the recycling unit. This Committee will also decide further extension of the rent cum license period after expiry of the previous rent cum license period.

Form-R

General guidelines/ terms and conditions for allotment of plots reserved for E- Waste Dismantling & Recycling Units/ Hazardous waste Recycling, Pre-processing and other utilization of Hazardous Waste Units by e-Auction.

- (i) The earmarked plots for above purposes shall be kept reserved for two years, from the date of opening of new industrial area for allotment. In existing industrial areas, two years time shall be reckoned from the date of the decision i.e. 24.06.2020. Allotment of reserved plot will be made through the process of e-Auction keeping initial reserve rate of allotment at par with the prevailing rate of allotment of industrial area concerned.
- (ii) Plot will be allotted on 99 years lease basis.
- (iii) The allottee shall abide with the RIICO Disposal of Land Rules, 1979 (as amended from time to time).
- (iv) In addition to RIICO Disposal of Land Rules, 1979, (as amended from time to time), the allottee shall also abide with following special conditions:
 - (a) The allottee shall obtain Environmental Clearance from concerned authority if required as per EIA notification 2006 & amendments made therein from time to time.
 - (b) The allottee shall adhere the provision of EP Act, Water Act, Air Act, Orders, Circulars & Guidelines issued by Hon'ble NGT/MOEF/CPCB/RSPCB or any other Competent Authority.
 - (c) Requisite License/permissions required for operation of activities permitted on the plot(s) from other department of the State Government/Central Government, shall be obtained by the Licensee at its own level.
 - (d) The allottee shall prepare plans/maps and obtain approval/consent of RIICO & RSPCB before taking up the work for establishment of unit.

Form-S

General Terms and condition for handing over industrial plot on license basis for setting up Medical Oxygen Manufacturing Plant.

1. The permission for handing over planned industrial plot(s) will be granted by the Managing Director to the Trust/ Society concerned on license basis for establishment of Medical Oxygen Manufacturing Plant initially for a period of 10 years on following broad terms and conditions:
 - (i) The title of the plot(s) shall remain with RIICO.
 - (ii) The Licensee shall pay one time license fee @ 25% of the prevailing rate of allotment of the industrial area concerned.
 - (iii) Any statutory taxes like GST, any charges, fees, cess etc. if applicable by virtue of operation of law, shall be paid over and above the one time license fee at its own level.
 - (iv) The plot will be utilized exclusively for establishment of medical oxygen manufacturing plant for which plot will be handed over to the Licensee. The expenses so incurred on establishment of such unit shall be borne by the Licensee.
 - (v) The Licensee shall obtain Consent to Establish (CTE) & Consent to Operate (CTO) from RSPCB as per the terms and conditions of consent to Establish/Operate issued by RSPCB from time to time.
 - (vi) The Licensee shall also obtain Environmental Clearance from concerned authority if required as per EIA notification 2006 & amendments made therein from time to time.
 - (vii) The Licensee shall adhere the provision of EP Act, Water Act, Air Act, Orders, Circulars & Guidelines issued by Hon'ble NGT/MOEF/CPCB/RSPCB or any other Competent Authority.
 - (viii) The Licensee shall hire a technically expert agency/person for setting up/running of plant, if the Licensee does not have adequate experience in relevant field for establishment of medical oxygen manufacturing plant.
 - (ix) The Licensee shall indemnify RIICO against all liabilities and claims, which may be arose on RIICO on account of any default made during the period with the Licensee.
 - (x) All other charges such as Government Taxes, Electricity Charges, Water charges etc. shall be borne by the Licensee and RIICO will not be liable to make payment of any such charges in any manner.
 - (xi) Requisite License/permissions required for operation of activities permitted on the plot from other department of the State Government /Central Government, shall be obtained by the Licensee at its own level.
 - (xii) RIICO will not be responsible, if any condition of license is violated/breached by the Licensee or its members. The Licensee or its members shall be responsible for the same.
 - (xiii) In case of any dispute among members of the Licensee and

managing committee or any outsider, RIICO shall not be a party in such disputes. Further, RIICO shall not be liable for any damages/losses, if arising, consequent upon of such disputes.

- (xiv) An undertaking of Rs. 500/- non-judicial stamp paper shall be furnished by authorized person on behalf of Licensee to the effect that they shall abide by the terms and conditions of this permission and also liable for all type of expenses towards establishment of plant.
- (xv) In case of any dispute between RIICO and Licensee, decision of RIICO shall be final and same shall be binding on Licensee.
- (xvi) The Licensee shall bound to make the unit functional at the site within one year from the date of taking over physical possession of the plot failing which action will be taken to revoke the license without payment of any cost/damages.
- (xvii) RIICO will be free to take over the possession of the plot, in case any unauthorized activity is found to be performed and or no activity on the plot for two consecutive years, or term of license is expired. After expiry of the period of license, the same may be further extended by the Managing Director in stages (not exceeding 5 years at a time) with mutual consent based on performance of the Licensee, however, this is exclusively depending on discretion of RIICO.
- (xviii) The Licensee shall submit a copy of plans/maps to the concerned unit office of RIICO for record purpose before taking up the work for establishment of unit.
- (xix) The Licensee shall execute license deed with the Corporation within 90 days of issue of permission letter and get it registered with concerned Registration Authorities. The expenses towards registration and stamp duty shall be borne by the Licensee.
- (xx) The permission for handing over plot on license basis will be granted on non-transferable basis.
- (xxi) The permission given to Licensee to use plot on license basis may be withdrawn for any breach of above terms and conditions of this permission after issuing a 30 days registered notice. After expiry of license period/withdrawal of license, the physical possession of the plot shall be handed over by Trust/Society to RIICO without any objection.

REGIONAL OFFICES (Units)

Sr. No.	Head Quarters	Industrial areas administered
1.	ABU ROAD Unit Head, RIICO , 1 Ambaji Ind. Area Abu Road-307 026 Ph. (02974) 226647 (O) E-mail : aburoad@riico.co.in	Ambaji, Arbuda, Growth Centre (Ph-I, II) Swaroopganj, Mandar, Sirohi (undeveloped) Sirohi Road, Sheoganj, Sheoganj (Extn.), Sheoganj (undeveloped), Sarneshwar, Pipela-Rohida Ph-I
2.	AJMER Unit Head, RIICO , Vaishali Nagar, Ajmer -305 006 Ph. (0145) 2641143 (O) E-mail : ajmer@riico.co.in	Makhupura Ext., Makhupura (T.A.), Gegal, Parbatpura, MTC, Kishangarh, Bijaynagar, Beawar, Kekri, Sarwar, Gegal, Sri Nagar Marble, Mandi, Kishangarh, Woolen Complex-Gohana, Bewanja, Beawar (Rampur Mewatian), Silora, Saradhana, Aj ay Meru (Palra), Roopangarh, Sawar, Masuda, Badli, Bewanja (ext) Kalisara Ph-I
3.	ALWAR Unit Head, RIICO , DIC Moti Dungari Road, Alwar-302 001 Ph. (0144) 2700513 (O) E-mail : alwar@riico.co.in	Matsya, Kherli, Rajgarh, Alwar (TA), Khairthal, Thanagaji, Matsya Ext., Rajgarh Ext., Khairthal Ext. Agro Food Park, MIA (South & East Zone)
4.	BALOTRA Unit Head, RIICO . RIICO Ind. Area, Balotra-344 022 Ph: (02988) 220576 (O) E-mail : balotra@riico.co.in	Barmer, Balotra, Balotra Ext., Samdari, Barmer (Automobiles), Mokalsar, Shiv Ramnagar (Thob) Ph-I, Chauhtan
5.	BANSWARA Unit Head, RIICO .Ind. Area Pipalwa, Banswara-327 001 Ph: (02962) 247460 (O)	Sagwara, Dungarpur, Bichhiwara, Thikaria, Pipalwa, Kushalgarh, Partapur, Ghatal, Thikria (T.A), Pratapgarh, Bawaliyapada
6.	BHARATPUR Unit Head, RIICO Brij Ind. Area Bharatpur-321 001 Ph: (05644) 222881 (O) E-mail : bharatpur@riico.co.in	Distt. Bharatpur :- Brij Bharatpur-I, Brij Bharatpur-II, Deeg, Bayana, IID Centre Bayana, Jurehra, T.A. Bharatpur Distt. Dholpur:- Odela Road Dholpur, Growth Centre Dholpur, Growth Centre (Extn.) Dholpur, Vishnoda (Dholpur), Bari, T.A. Dholpur, Kotra Ph-I
7.	BHILWARA Unit Head, RIICO, Ind. Area Biliya Road No.	Bhilwara, Bigod, Jahajpur, Growth Centre Hamirgarh, Raila, Mandpiya, Kanya Kheri, Chittorgarh (Chandaria), Nimbahera,

Sr. No.	Head Quarters	Industrial areas administered
	2 Bhilwara-311 001. Ph. (01482) 260083(O) 260579 (Fax) E-mail : bhillwara@riico.co.in	Kapasan, Manpur, Ajolia KaKhera, Chittorgarh (T.A.), Chittorgarh Ext., Bijolia, Soniyana, Ukhaliya, Fatehpur-Sameliya
8.	BHIWADI (Unit -I) Unit Head, RIICO . Udyog Bhawan, RIICO Chowk,Bhiwadi-301019 Ph: (01493) 220070 (O) 220169 (Fax) E-mail : bhiwadi1@riico.co.in	Bhiwadi Ph-I to Phase IV Samtel Zone, Ghatal, Rampur Mundana. Kaharani.
9.	BHIWADI (Unit -II) Unit Head, RIICO . RIICO Rest House Road, Bhiwadi - 301019 Ph: (01493) 220811 (O) 220728 (Fax) E-mail : bhiwadi2@riico.co.in	Chopanki, Khushkhera, Sarekhurd. Tapukara, Pathredi, Karoli, Salarpur
10.	BIKANER Unit Head, RIICO, Ind. Area, Bichhwal,	Bichhwal, Karni (Ph-I & II), SGC Karni, Karni (Extn.), Rani Bazar, IGC Khara, Napasar, Nokha (Developed), Nokha (Undeveloped), Nokha (Extn.),
11.	BORANADA Unit Head, RIICO , Indl. Area Boranada, Jodhpur-342 00. Ph: (0231) 281410 (O) E-mail : boranada@riico.co.in	EPIP Boranada, Boranada, Agro Food Park, Medical Dvice Park Boronada extShilp Gram (Pal), Jaisalmer, Shilpgram (Jaisalmer), KishangahatPokran.
12.	CHURU Unit Head, RIICO Bhaleri Road, RIICO Industrial AreaChuru- Ph: 01562-250909 E-mail: churu@riico.co.in	Churu, Sardarsahar, Ratangarh, Sujangarh, Bidasar, Shardulpur (Ph-I & II), Shardulpur (Ph-III), Taranagar
13	DAUSA Unit Head,RIICO . Ph.: 01427-224375 E-mail: dausa@riico.co.in	Bapi, Lalsot, Kolana(Bandikui) Jirota, Samleti(Mahuwa), Ralawas Ph-I
14.	GHILOTH Unit Head, RIICO , Shahjahanpur, Distt. Alwar -301706 Ph. (01494) 236011 (O) 236012(Fax) E-mail : ghiloth@riico.co.in	Shahjahanpur and Ghiloth

Sr. No.	Head Quarters	Industrial areas administered
15.	JAIPUR (NORTH) Unit Head, RIICO , Road No. 5 VKI Area, Jaipur-302 013Ph: (0141) 2330540 (O) 2333863 (Fax) E-mail : jaipurnorth@riico.co.in	Vishwakarma, Vishwakarma Ext. Jhotwara (T.A.), Jetpura, Renwal, Kaladera, Akera Dungar, Manda , Jhotwara Extension-I & II (Sarna Dungar)
16.	JAIPUR (RURAL) Unit Head, RIICO, 22 Godam, Jaipur-302 005. Ph:(0141) 2212808 (O), E-mail : jaipurrural@riico.co.in	Bagru Old, Bagru Ext., Bagru Ext. Ph-II, Dudu, Shahpura, Kanakpura, Phulera, 22 Godown, Sudarshanpura, Bindayaka, Kartarpura, Kukas, Manpur Macheri, Sudarshanpura Ext., Kant Kalwar, Mathasula
17.	JAIPUR (SOUTH) Unit Head, RIICO ,Malviya Industrial Area, Jaipur-302 017 Ph:(0141) 4030870 (O), 2750870 (F) E-mail : jaipursouth@riico.co.in	Jaipur District:- Malviya, Mansarovar, Apparel Park, Heerawala, Heerawala (Extn.), Bassi,Bassi (Extn.), Bagru-Chhitroli, Bagarana, Kilkipura, Toonga
18.	JAIPUR (SITAPURA) Unit Head, RIICO , Ind. Area, SitapuraJaipur-303 905 Ph:(0141)2770208 (O) Fax: 2770119. E-mail : sitapura@riico.co.in	Sitapura (Phase-I,II,III & IV), Institutional Area Sitapura, EPIP Sitapura,Hukkan, Nimodia, Ramchandrapura, Prahladpura, SEZ –I & II (For Gem & Jewellery)
19	JALORE Unit Head, RIICO, Industrial Area, 3 rd Phase, Bhinmal Road, Jalore – 343002 Ph: (02973) - 222496 E-mail jalore@riico.co.in	Bhinmal, Bishangarh I & II, Jalore I, II & III, Sanchoore, Bithan
20.	JODHPUR Unit Head, RIICO , Industrial Estate, New Power HouseRoad, Jodhpur-342 001 Ph: (0291) 2430901 (O) 2742826 (R), Fax: 2647092. E-mail : jodhpur@riico.co.in	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, Basni (Ph.I&II), Cyber Park, Baap, Kakani, Tanwari, Badi-Seed, Sopada, Lohawat, Chataliya
21.	JHUNJHUNU Unit Head, RIICO , Ind. Area,Jhunjhunu-333001 Ph: (01592) 250002 (O)	Chirawa, Pilani, Singhana, Jhunjhunu
22.	JHALAWAR	Mama-Bhanja (Ph-I,II & III), Industrial Estate (TA), Growth CentreDhanodi, Aklera,

Sr. No.	Head Quarters	Industrial areas administered
	Unit Head, RIICO Indl. Area Mama Bhanja phase-III, Jhalawar-326001 Ph.(07432) 231358 (O) 231797 (Fax) E-mail : jhalawar@riico.co.in	Gindore (TA), Jhalrapatan, Bhawani-Mandi, Devrighata (TA)
23.	KOTA Unit Head, RIICO . Indraprastha Ind. Area Kota-324 003. Ph: (0744) 2422132 (O) 2427669 (Fax), E-mail : kota@riico.co.in	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, Talab goan, Bapawar
24	KISHANGARH Unit Head, RIICO E-mail : kishangarh@riico.co.in	Kishangarh I, II and III, Kishangarh IV, Kishangarh V Ph., Kishangarh VI, Silora I, II (Kishangarh), Silora Kishangarh (UD), Khoda, Raghunathpura, Roopangarh
25	MANDORE Unit Head, RIICO, Display Centre, Ind. Area, Stone Park Mandore, Nagaur Road, Jodhpur-342304 Ph: (0291) 2990065 E-mail: mandore@riico.co.in	Mandore, Stone Park Mandore, Khichan (UD), Mathania, Tinwari, Lohawat, Phalodi, Ind. Area Bap (SD), Badiseed, Sopada, Chataliya, Siyamali, Osian
26.	NAGAU Unit Head, RIICO Ltd. DIC, 172, Sanjay Colony, Nagaur-341001 Ph (01582) 241094 (O) E-mail : nagaur@riico.co.in	Makrana (Bidiyad), Merta City, Nagaur (TA), IID Center Nagaur, Deedwana, IGC Parbatsar, SGC Parbatsar, Jayal
27.	NEEMRANA Unit Head, RIICO . EPIP, Neemrana-301705 District- Alwar. Ph (01494) 246214 (O), E-mail : neemrana@riico.co.in	Keshwana, Behror, Sotanala, Neemrana (Ph-I), Neemrana (Ph-II) EPIP, Neemrana, NIC(M) Neemrana, Kolila-Joga
28.	PALI Unit Head, RIICO , ITI Road, Pali, Marwar-306 401. Ph: (02932) 280630 (O) E-mail : pali@riico.co.in	Pali, Mandia Road, Sojat City, Sumerpur, Bar, Ind. Estate Pali, Marwar Jn. Falna Zadri, Pipaliyan Kalan, Jalore, Sanchore, Bishangarh, Bhinmal, Nayagaon, Bithan Ph-I, Dhola-Jagir
29.	RAJSAMAND Unit Head, RIICO , DIC Building, Near Collectorate, Rajsamand- 313324	Dhoinda, Rajnagar, Baggad, Kuraj

Sr. No.	Head Quarters	Industrial areas administered
	E-mail: rajsamand@riico.co.in Ph.: 0294-2491494	
30.	SAWAIMADHOPUR Unit Head, RIICO , Kherda Indl. Area Sawaimadhampur-322 001. Ph: (07462) 220581 (O) E-mail : sawaimadhampur@riico.co.in	Hindaun City, Karauli, Gangapur City, Kherda Road, Ranthambhor, Tonk, Malpura, Newai, Deoli, Newai IID Centre, Masalpur, Srinagar-Todarmal singh, Chosala, Borkhandi-Kalan Ph-I
31.	SIKAR Unit Head, RIICO , Indl. Area, Sikar-332 001 Ph: (01572) 245657 (O) E-mail : sikar@riico.co.in	Sikar, Handicraft Ramgarh, Srimadhampur, Khandela, Neem Ka Thana, Fatehpur, Khatu Shyam Jee (Reengus), Ajitgarh, Palsana (IID & Growth Centre), Mau (Srimadhampur)
32.	SRIGANGANAGAR Unit Head, RIICO , Udyog Vihar, Sriganganagar-335 001. Ph: (0154)2494485 (O) 2494903 (Fax). E-mail : sriganganagar@riico.co.in	Suratgarh, Anoopgarh, Padampur, Rawla Mandi, Gharsanna, Udyog Vihar, 13 LNP Patikahia Sadulshahar, Ind Estate, Raisingh Nagar, Nohar, Hanumangarh Jn. Bhadra, Hanumangarh (T.A.), Sangaria -IIPh., Sangaria (T.A.), Rawatsar (T.A), Pilibanga TA. , Agro Food Park
33.	UDAIPUR Unit Head, RIICO, Mewar Ind. Area, Road No. 2, Udaipur-313001 Ph.: (0294)2491494, 2490168 (O) E-mail : udaipur@riico.co.in	Gudli, Sanwar, Bhamashah, Mewar, Fatehnagar, Sukher -Sapetia, Pratapnagar (T.A.), Kaladwas IID Centre, MIA Ext, and IT Park, Amli Ph-I

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