

**Rajasthan State Industrial Development & Investment Corporation Ltd.**  
**Udyog-Bhawan, Tilak-Marg, Jaipur-302005**

No: IPI/P-6/Policy/6/2012/715  
Dt: 11 April, 2022

**OFFICE ORDER (09/2022)**

**Sub: Partial amendment in the existing provisions of various rules of RIICO Disposal of Land Rules, 1979 so as to give effect of corresponding changes required due to various amendments made from time to time in respective rules and also to delete some existing provisions.**

The IDC vide item (4) in its meeting held on 24.03.2022 has accorded approval for partial amendments in the existing provisions of various rules of RIICO Disposal of Land Rules, 1979, as under:

Rule	Existing Provision	Amended provision
2 (vi)	Regarding non-industrial plots the "Utilization of non-industrial plots" means the date when allottee <b>makes the building functional after construction and</b> subject to verification as per norms prescribed in these rules by the Corporation from time to time.	Regarding non-industrial plots the "Utilization of non-industrial plots" means the date when allottee <b>construct building with roof and having side walls as required for the nature of activity</b> subject to verification as per norms prescribed in these rules by the Corporation from time to time.
2 (xxv)	"Micro, Small and Medium Enterprise" shall have the same meaning as defined in "THE MICRO, SMALL AND MEDIUM ENTERPRISE DEVELOPMENT ACT, 2006". a. "Micro enterprise" shall mean where the investment in plant and machinery does not exceed 25 lakh rupees where the enterprise(s) is engaged in the manufacture or production of goods and in case of enterprise engaged in providing or rendering of services the investment does not exceed 10 lakh rupees. b. "Small enterprise" shall mean where the investment in plant and machinery is more than 25 lakh rupees but does not exceed 5 crore rupees where the	Micro, Small and Medium Enterprise" shall have the same meaning as defined in The Micro, Small And Medium Enterprise Development Act, 2006, <b>as amended from time to time.</b>

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	<p>enterprise is engaged in the manufacture or production of goods and in case of enterprise engaged in providing or rendering services the investment is more than 10 lakh rupees but does not exceed 2 crore rupees.</p> <p>c. "Medium enterprise" mean where the investment in plant and machinery is more than 5 crore rupees but does not exceed 10 crore rupees where the industry is engaged in the manufacture or production of goods and in case of enterprise engaged in providing or rendering services the investment is more than 2 crore but does not exceed 5 crore rupees.</p>	
2 (xxviii)	<p><b>"Persons with Disabilities" means person(s) determined as such under clause 2(i) of the persons with disabilities (Equal opportunities, protection of rights and full participation) Act 1995 (It shall mean a person suffering from not less than forty percent of any disability as certified by a medical authority).</b></p>	<p><b>"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.</b></p>
2(xxxii)	<p>The <b>development charges</b> mean the cost of land being <b>transferred on lease basis for a certain period</b> by the Corporation. <b>"Allotment Rate"</b> means the rate of allotment as may be fixed by the Corporation for various industrial area from time to time.</p>	<p>The <b>premium of land</b> means the cost of land <b>being charged</b> by the Corporation <b>on account of land allotted on lease basis for agreed period.</b> <b>Prevailing allotment rate</b> of industrial area concerned means the rate of allotment as may be fixed by the Corporation from time to time.</p>
2(xxxxvi)	<p><b>"Special Category of Entrepreneur" means entrepreneur(s) belonging to Scheduled Castes, Scheduled Tribes, Women and Persons with Disability, Ex-Serviceman and War-Widow or such class of persons</b></p>	<p><b>"Special Category of Entrepreneur" means entrepreneur(s) belonging to Scheduled Castes, Scheduled Tribes, Women, Person with benchmark disabilities, Ex-Serviceman and dependents of deceased armed forces service</b></p>

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	included by the Corporation from time to time.	<b>personnel/paramilitary personnel or such class of persons included by the Corporation from time to time.</b>
3 (U) (8)	The land/building shall be used only for the purpose for which it is <b>allotted</b> , no similar activity/identical activity shall be permissible without prior written consent of the Corporation	The land/building shall be used only for the purpose for which it is <b>permitted</b> , no similar activity/identical activity shall be permissible without prior written consent of the Corporation
3(U) (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 <b>allotment</b> and also liable for all type of payments towards operational and maintenance activities of such building/park etc.	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 <b>permission</b> and also liable for all type of payments towards operational and maintenance activities of such building/park etc.
3 (U) (12)	In case of any dispute between RIICO and <b>allottee</b> /user/ licensee, decision of RIICO shall be binding on such allottee/ licensee/ Association/ Society and said decision cannot be referred to Civil Court.	In case of any dispute between RIICO and user/licensee <b>Association/ Society/ Agency</b> , decision of RIICO shall be binding on such Association/ Society/Agency and said decision cannot be challenged in the Civil Court.
3(U) (14)	The <b>allottee</b> shall be bound to make functional the property within stipulated time failing which the land/premises/park allotted/leased shall stand reverted to RIICO and the keeness money so deposited shall stands forfeited.	The <b>Association/ Society/ Agency</b> 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 keeness money so deposited shall stand forfeited.
3(U) (18)	The assets shall be used only for the purpose for which it is permitted. The Managing Director is authorized to <b>permit/allot</b> such building/center/park on the above terms and conditions to	The assets shall be used only for the purpose for which it is permitted. The Managing Director is authorized to <b>permit use</b> of such land/building/parks on the above



	Association/Society/Agency on case to case basis.	terms and conditions to Association/Society/Agency on case to case basis.
5	<p><b>Reservation/public auction</b></p> <p>The Corporation shall have the right to reserve certain plots/land in the industrial area <b>that it may dispose of by public auction or by entertaining individual applications.</b> The terms and conditions governing <b>plot auction shall generally be as laid down</b> by the Corporation as it may deem fit from time to time.</p>	<p><b>Reservation.</b></p> <p>The Corporation shall have right to reserve certain plots/land in the industrial area <b>for disposal through any valid mode.</b> The terms and conditions governing <b>such allotments shall be decided</b> by the Corporation on case to case basis as it may deem appropriate.</p>
9	<p><b>PERIOD OF LEASE AND ECONOMIC RENT</b></p> <p>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 &amp; liabilities under lease agreement shall be deemed to have commenced from that date.</p> <p>The economic rent by new allottees, 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.</p> <p>In case of existing allottees i.e. upto 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.</p>	<p><b>PERIOD OF LEASE AND ECONOMIC RENT</b></p> <p>(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 &amp; liabilities under lease agreement shall be deemed to have commenced from that date.</p> <p>(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.</p> <p>(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</p>

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		<p>same. However, the existing allottees would have an option to continue to pay the economic rent on annual basis as per prescribed rate.</p> <p><b>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.</b></p>
12.3.(a)	The Chairman and Managing Director may allow payment of balance 75% development charges of industrial plot in three equal quarterly instalments, without interest in case the allotment is made before the industrial area is declared as developed.	<b>Deleted</b>
12.3.(b)	Managing Director is authorized to allow instalment facilities on the lines as laid down in the rule 12(2) above, for normal allotment of industrial plots in those unsaturated areas which are not fast growing and the pace of allotment is very slow. However, such decisions, if any, will be placed before the IDC for information.	<b>Deleted</b>
15 (A)(ii)	In cases of plots allotted for industrial, commercial or other purposes through auction, service charges shall be levied from the date of plot <b>possession</b> and shall be paid within <b>60 days</b> from the date of <b>possession for the year of possession. If the plot possession is not taken within 90 days from the date of 100% cost of land paid then the possession shall deemed to have been taken on 91<sup>st</sup> day of</b>	In cases of plots allotted for industrial, commercial or other purposes through e-Auction, service charges shall be levied <b>from the date of plot allotment and shall be paid within 120 days from the date of land allotment for the current financial year.</b> Service charges for the year of allotment shall be charged proportionally for remaining period

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	<p><b>the payment of development charges for the purpose.</b> Service charges for the year of allotment shall be charged proportionally for remaining period of the year from the month of allotment/<b>possession as the case may be.</b></p>	<p>of the year from the month of allotment.</p>
15(A)(iv)	<p>Service charges shall be recovered in <b>all</b> industrial areas from the date of declaration of the area as developed.</p>	<p>Service charges shall be recovered in <b>an</b> industrial area from the date of declaration of the area as <b>developed or semi-developed, as the case may be.</b></p>
15(A)(xv)	<p>The interest on outstanding service charges shall be waived in case of units declared sick by <b>BIFR/ Industries Department</b> or closed units taken over by <b>RIICO/RFC/</b> other institutions. However, in case where the unit/company has not been able to obtain sickness certificate from the competent authority but the entire net worth has been eroded and company has been in losses for three continuous years, such unit would be eligible for 50% rebate in interest on outstanding service charges. Net worth erosion shall be considered on the basis of certificate issued by concerned financial institution.</p>	<p>The interest on outstanding service charges shall be waived in case of units declared sick <b>by the competent authority under law or closed units taken over by RIICO/RFC/ other institutions.</b> 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.</p>
15 (B)	<p><b>CESS</b> For maintenance of fire fighting in the area, Fire Station Charges (FSC) shall be levied in addition to the service charges in consultation with the industries association of the area, if any. FSC will be recovered on the same lines, the service charges are realized from plot allottees.</p>	<p><b>Deleted</b> (FSC included in the service charges)</p>
16.4 (iii)	<p>In case where plot or part of the plot is not being sub-leased but only</p>	<p>In case where plot or part of the plot is not being sub-leased but</p>

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	built up area (space) is being sub-leased, <b>a sub-lease fee equivalent to transfer fee will be charged for the built up area is sub-leased.</b>	only built up area (space) is being sub-leased, <b>no transfer fee will be charged.</b>
17 (A)	<p><b>Unutilized Land:</b>  <b>Un-utilized land of the allotted plots shall revert back to the Corporation on expiry of the prescribed/extended period.</b> Such unutilized land identified, and which can be re-planned by RIICO keeping in view the access to the land, would be deemed to have come into possession of RIICO on giving a 90 days notice to the allottee and also to the Financial Institution, if the land is mortgaged to such Institution. The cost of land charges originally paid by the allottee for such unutilized land shall be refunded. However, the security money applicable to such unutilized land would be forfeited.</p> <p><b>Explanation:</b> <i>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.</i></p>	<p><b>Unutilized Land:</b>  <b>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.</b></p> <p>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.</p> <p><b>Explanation:</b> <i>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.</i></p>
18(b)-(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, <b>educational institutions and supportive services purposes.</b> However for residential and commercial plots the said transfer fee (transfer of the	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 <b>and institutional purposes.</b> 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.

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	<p>vacant plots) will be 1.5 and 2 times the above fee, respectively.</p> <p>(a) Security deposit of the allottee will be forfeited consequent upon transfer of <b>the plot without commencement of production activity.</b></p> <p>(b) Fresh security deposit has to be made by the transferee in whose favour the leasehold rights of the <b>plot is transferred without commencement of production.</b></p> <p>(c) In cases where fresh security deposit has already been got deposited from the transferee, the same will not be refunded.</p>	<p>(a) Security deposit of the allottee will be forfeited consequent upon transfer of <b>vacant plot.</b></p> <p>(b) Fresh security deposit has to be made by the transferee in whose favour the leasehold rights of the <b>vacant plot is transferred.</b></p> <p>(c) Deleted</p>
18(d)(x)	The <b>Sr. DGM/ Sr.RM/RM</b> are fully authorized to permit change in constitution and transfer of land under <b>Rule 18.</b>	The <b>Unit Heads</b> are fully authorized to permit change in constitution and transfer of land under <b>this rule.</b>
20-B	<b>Sr.DGM/SRMs/RMs</b> are authorized for:	<b>Unit Heads</b> are authorized for:
22	<p>Allotment shall be made in the following manner:</p> <p>(i) <b>Industrial Plot - Sr.DGM/Sr.RM/RM shall have full powers for making allotments of planned industrial plots of any size in the industrial area for setting up an industry on receiving complete applications as per these rules. The copies of allotment letters shall be sent to all members of DLAC and concerned District Collector for information. However, for technical advice about the project and land requirement, application may be referred to Head Office.</b></p> <p>(ii) <b>Plot allotments of all other type shall be made by Sr.DGM/Sr.RM/RM as per the Corporation policy decided from time to time.</b></p>	<b>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.</b>

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23(A)(1)	<p><b>Sr.DGM/SrRM/RM</b> are empowered to grant time extension up to two years from the scheduled date of payment of last installment, with interest thereon for the extended period beyond the due date of payment if, plot is located in unsaturated industrial areas and upto one year if, plot is located in saturated industrial areas, irrespective of increase in rate of development charges of the area.</p>	<p><b>Unit Head is</b> empowered to grant time extension up to two years from the scheduled date of payment of last installment with interest thereon for the extended period beyond the due date of payment if, plot is located in unsaturated industrial areas and up to one year if, plot is located in saturated industrial areas, irrespective of increase in prevailing rate of allotment of the industrial area concerned.</p>
23-C.2	<p><b>Obligations of the transferee in case of transfer of closed units:</b>  All transferee of <b>closed units</b> will be required to <b>restart production activity</b> within 2 years from the date of transfer of leasehold rights. If transferee/<b>subsequent transferee</b> fails to commence production within above stipulated period than further time extension will be granted on payment of retention charges as per the rates prescribed at Sub-Rule 1.2 above. In case the first transferee of the plot does not commence production as per above stipulations and further transfers the plot then subsequent transferee shall be required to commence production as per schedule prescribed to the first transferee as above or within the extended period as the case may be.</p>	<p><b>Obligations of the transferee in case of transfer of utilized industrial plot:</b>  All transferees of <b>utilized industrial plots</b> will be required to <b>commence production activity in his name and style</b> within 2 years from the date of transfer of leasehold rights. If the transferee fails to commence production within the above stipulated period than further time extension will be granted on payment of retention charges as per the rates prescribed at Sub-Rule 1.2 above. In case the first transferee of the plot does not commence production as per above stipulations and further transfers the plot then subsequent transferee shall be required to commence production as per schedule prescribed to the first transferee as above or within the extended period as the case may be.</p>

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24.1	<p>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 <b>Sr.DGM/Senior Regional Manager/ Regional Manager</b> 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).</p> <p>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 regularization. In case of no response or reply to the show cause notice without commitment for deposition of dues, for regularization of delay/ default or removal of breach of terms and conditions by the allottee, allotment of plot should be cancelled terminating the lease-deed of plot. In case of cancellation of plots the cheque for refund amount, if any, has to be issued and sent along with cancellation order, in case, the plot is vacant. A plot shall be deemed to be vacant for this purpose, in case there is no construction on the plot and even where boundary wall/watchman room( non-</p>	<p>(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 <b>Unit Head</b> 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).</p> <p>(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 regularization. In case of no response or reply to the show cause notice without commitment for deposition of dues, for regularization 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.</p> <p>(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</p>
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	<p>habitable)/ factory block upto the plinth level has only been constructed.</p> <p>For possession of non-vacant plot, the case shall be filed in the competent E.O. Court. After taking possession of non-vacant plots on orders of competent authority cheque of refundable amount shall be sent to the party. Original receipt shall not be demanded from the party.</p> <p>Note: Any refund shall be made preferably by digital mode.</p>	<p>block upto the plinth level has only been constructed.</p> <p>(d) For possession of non-vacant plot, the case shall be filed in the competent E.O. Court. After taking possession of non-vacant plots on orders of competent authority cheque of refundable amount shall be sent to the party. Original receipt shall not be demanded from the party.</p> <p>Note: Any refund shall be made preferably by digital mode.</p>
25	<p><b>(A) REFUND OF SECURITY DEPOSIT/ MONEY</b></p> <p>The Security deposit paid <b>with the application</b> for allotment of land will be refunded in the following cases:-</p> <p>(i) Where the applicant has withdrawn in writing his application for allotment of land before conducting 'Draw of Lots', than in such cases, 5% amount of deposited security money will be deducted and remaining amount will be refunded without any interest.</p> <p>(ii) Where the application for land allotment has been rejected.</p> <p>(iii) Where allotment of plot of a particular size applied for has not been made and the party does not accept alternative size of plot as offered, within one month from the date of issue of allotment letter.</p> <p>(iv) The security deposit made with the application for allotment of land shall be refunded to the allottee after the unit goes into production as defined in Rule 21 <b>on application made by him.</b></p> <p>(v) In cases where application for allotment of land under Rule 3 (AD) is withdrawn in writing, prior to approval of allotment by the competent authority, than in</p>	<p><b>REFUND/FORFEITURE OF SECURITY DEPOSIT</b></p> <p>(i) The security deposit paid for allotment of plot will be refunded to the allottee <b>after utilization of the allotted plot as per rule.</b></p> <p>(ii) The security deposit paid for allotment of plot will be forfeited in case of cancellation/ surrender of plot.</p>

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	<p>such cases, 5% amount of deposited security money will be deducted and remaining amount will be refunded without any interest.</p> <p><b>(B) Forfeiture of Security Deposit/Money:</b></p> <p>The Security deposit paid with the application for allotment of land will be forfeited in the following cases:-</p> <p>(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.</p> <p>(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.</p> <p>(iii) In cases of cancellation/ surrender of plot.</p> <p><i>(Amended as per IDC decision vide item (3) of meeting dt. 19.07.2017)</i></p>	
Form-I	Application fee for various approvals/permissions. Copy of the Form-I is annexed as <b>Annexure-A.</b>	<b>Deleted</b>

(Shivprasad M. Nakate)  
Executive Director

Copy to:

1. FA/Advisor (A&M)/Advisor (Infra)
2. Secretary
3. CGM(Finance)
4. CGM (Infra/Fin/PR)/
5. GM(BP)/ GM (Civil)/GM (EM)
6. OSD (Land)

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7. DGM (IT)- for uploading on website.
8. Sr. DGM (Law) /DGM (Law)
9. STP/DTP
10. All Unit Heads -----

P&D Cell Officers:

11. GM (P&D)
12. Addl. GM (P&D)
13. Sr.DGM (P&D)
14. Sr.RM (P&D)(LCM/Attri)
15. Dy. Mgr (P&D)

Copy also to:

- (i) PS to Chairman, RIICO
- (ii) PS to MD, RIICO

  
General Manager (P&D)

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### Application fee for various approvals/permissions

Size of plot (Sqm.)	For change of land use & sub- division of plot	For time extension (for dues/ production), change in constitution of allottee firm, transfer of leasehold rights, merger of plots, sub-letting of allotted plot and change of product
	(₹)	(₹)
Upto 500	2500/-	1000/-
501-1000	5000/-	2000/-
1001-4000	10,000/-	3000/-
4001-10,000	15,000/-	4000/-
10,001 and above	20,000/-	5000/-

#### Notes :

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

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