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

No: IPI/P-6/Policy/1/2012/Pt-III/3023 Dt: 01 March, 2023

OFFICE ORDER (05/2023)

Sub: Partial amendment in some of the existing provisions of rule 3(AB)-1 of RIICO Disposal of Land Rules, 1979 related to policy for allotment of land to provide Plug & Play facility.

The IDC vide item (14) of its meeting held on 14.02.2023 accorded approval for the following;

- (i) The proposed amendments in the existing provisions incorporated in Form-K of rule 3(AB)-1 of RIICO Disposal of Land Rules, 1979 as per the statement annexed as Annexure-B to the agenda note. Accordingly, the amended policy for allotment of land to provide Plug & Play Facility in Form-K under rule 3(AB)-1 of RIICO Disposal of Land Rules, 1979 is annexed herewith.
- (ii) Deleting the existing provisions incorporated in Form-L of rule 3(AB)-1 related to policy for existing plot allottee to provide Plug & Play facility and the existing industrial plot allottees shall not be permitted to provide plug & play facility. This policy will only be applicable for future allotments to be made for providing Plug & Play facility.

(Dr. Arun Garg) Advisor (Infra)

Copy to:

- 1. FA/Advisor (A&M)
- 2. Secretary
- 3. CGM (Finance)
- 4. CGM (Infra/Fin)
- 5. GM (PR/IT)/ GM (Civil)/AGM (EM)
- 6. Addl. GM (BP)
- 6. OSD (Land)
- 7. DGM (IT)- for uploading on website.
- 8. Sr. DGM (Law) /DGM (Law)/Manager (Law)(SKG/AKG)
- 9. STP/DTP
- 10. All Unit Heads -----

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 story 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.

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- 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 at least 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.

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- 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.

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