



RAJASTHAN STATE INDUSTRIAL DEVELOPMENT & INVESTMENT CORPORATION LIMITED

DISPOSAL OF LAND RULES, 1979

(As amended up-to 18 August, 2010)

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) **"Board"** means the Board of Directors of the Corporation ;
 - (ii) **"Building Regulations"** means the regulations made by the Corporation for the purpose of regulating the construction of buildings on the Corporation lands ;
 - (iii) **"Corporation" or "RIICO"** means Rajasthan State Industrial Development & Investment Corporation Limited ;
 - (iv) **"Controlling Officer"** as designated by the Managing Director ; means the Controlling Officer of the unit offices of the Corporation
 - (v) **"Development Charges"** means the development charges fixed by the Corporation for various areas from time to time ;
 - (vi) **"Executive Director"** means the Executive Director of the Corporation as appointed by the State Government ;
 - (vii) **"Economic Rent"** means the economic rent fixed by the Corporation for various areas from time to time ;
 - (viii) **"Form"** means the form appended to the rules;
 - (ix) **"Head of IP & I Division"** means the head of Industrial Promotion and Infrastructure division of the Corporation as designated by the Managing Director ;
 - (x) **"Infrastructure Development Committee (IDC)"** means the Infrastructure Development Committee

constituted by the Board ;

- (xi) **“Industrial Area”** means an area of land transferred to or placed at the disposal of the Corporation by the State Government or the land purchased or acquired or otherwise held by the Corporation or reserved or set apart or hereafter reserved or set apart under any law , for the purposes 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 ;
- (xii) **“Managing Director”** means the Managing Director of the Corporation ;
- (xiii) **“Retention Charges”** means the retention charges fixed by the Corporation from time to time to be levied while granting time extensions ;
- (xiv) **“Settlement Committees”** means the settlement committees constituted by the Board ;
- (xv) **"Additional General Manager / Sr. Deputy General Manager / Sr. Regional Manager/ Regional Manager"** mean the Additional G. M. / Sr. Deputy General Manager / Sr. Regional Manager / Regional Manager appointed by the Corporation ;
- (xvi) **“Service Charges”** means the service charges fixed by the Corporation for various areas from time to time ;
- (xvii) **"Slow moving industrial areas", "Normal industrial areas" and "saturated industrial areas"** means the areas as categorized & declared by the Corporation from time to time.

3. APPLICATION FORM

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

- (i) A copy of partnership deed in case of partnership firm or Memorandum & Articles of Association in case of Private Ltd. /Public Ltd. Companies alongwith a copy of certificate of incorporation of the company and the name of the promoters in case of Private Ltd. Company, if readily available with the applicant otherwise, the same may be given before lease-deed execution.

(Inserted as per IDC decision taken vide item 6 on 8.1.2001).

- (ii) Any other document as may be required by the Corporation.
- (iii) Security Deposit & 25% development charges for the land area applied for at the prevailing rates, in cash or through Demand Draft payable to "RIICO Ltd."

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

- (iv) A copy of project outlines if the application is for land upto 2000 sqm. or copy of brief project profile for land more than 2000 sqm. and upto 10000 sqm. or copy of detailed project profile for land more than 10000 sqm. in the prescribed formats enclosed as FORM-A-I/ II/ III. Land area will be assessed as per guidelines prescribed in FORM-IV.***(Inserted as per IDC decision vide item 8 taken on 25.04.2005)***
- (v) In case of the concessional allotments under the rule 3(A), below, a copy of the requisite certificate.
- (vi) During industrial campaigns applicants may be allowed to pay 25% development charges in the form of cheque. However, security deposit will only be accepted either in the form of cash or demand draft.

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

S.No.	Category	Ceiling of Area (In sqm.)	Concession	Copy of Certificate to be submitted alongwith land application form
1	Member of SC / ST	2000	*50%	Caste Certificate issued by competent Revenue Authorities
2.	Electronic Unit	4000	20%	Certificate issued by the Director of Industries as Electronic Industry.
3.	Ex - service Man	2000	*25%	Certificate of the Sainik Board.
4.	War Widow	2000	*25%	Certificate of Sainik Board certifying that her husband was employee of the Indian Army/ Navy / Air Force and died in war / action.
5.	Physically Handicapped	2000	15%	Certificate from the Chief Medical and Health Officer of the District certifying that applicant is a physically handicapped person.
6.	Woman Entrepreneur	2000	*10%	No certificate is required.(Amended as per IDC decision taken vide item 7 on 21.2.2004)
7.	Solar Energy Unit	4000	20%	Certificate issued by the Director of Industries mentioning that the project is related to Solar-Energy.

(Inserted and amended as per IDC decision taken vide item 5 & 18 on 7.12.2000 & item 4 on 30.4.2007)

Note: -

- (i) For entitlement of the concession, required documents will be submitted alongwith land application form. In case of failure, entitlement for the concession will not be considered.
- (ii) The transfer of plot from concessional category to general or other category entrepreneur shall be permitted only after 5 years from the date of commencement of commercial production otherwise the concession shall be recovered alongwith interest and transfer premium shall also be charged as per rules.
- (iii) The allottee will be entitled for one category of concession only.
- (iv) The allottee will be entitled for the concession upto the plot area or the ceiling limit, whichever be less.
- (v) In those industrial areas, which have been set up exclusively for a specific type of industry or particular category of the entrepreneurs, the related concession as available to such categories under the rule 3(A), will not be allowed in these dedicated industrial areas. However other concessions under the rule may be allowed on eligibility/entitlement of the applicant vis-à-vis provisions of the rule and observing all the riders, conditions etc. contained herein.

- (vi) The concession as per above table would also be allowed in partnership firms and private limited companies where the category of partners/ promoters (in case of partnership firms and private limited companies respectively), is the same and entire share/ shareholding remains with the partners/ promoters up-to a period of 5 years after the commencement of production in the plot. However, in case of woman entrepreneur, concession @ 10% in the allotment rate may be allowed if the majority of share/shareholding (51% or more) in partnership firms/private limited companies remains with the women partner(s)/promoter director(s) of the firm/company for the said period. ***(Inserted as per IDC decision taken vide item 3 on 4.9.2003.)***
- (vii) Concessions for the categories specified in Rule 3 (A) & 3 (C) are applicable for industrial plot allotments for setting up industries only. These concessions would not be applicable to the allotments made under Tatkal Plot Allotment Scheme or Auction. ***(Clarified as per IDC decision taken vide item 9 on 4.7.2001)***
- (viii) *(a) Reservation of 2% plots for ex-servicemen/ war widows and 5% plots for women entrepreneurs and SC/ST category entrepreneurs ***(inserted as per the Board decision taken on 16.12.2004)***, of total number of plots up-to ceiling sizes planned in an industrial area shall be kept till the plots up-to ceiling size are vacant or the industrial area is declared as saturated.
- (b) Reservation of 30% plots for Micro, Small & Medium Enterprises in new industrial areas to be developed by RIICO. ***(inserted in pursuance of the provision 6.2 of the 'Policy Package for Micro, Small and Medium Enterprises, 2008', announced by the State Govt and as per approval by the IDC w.r.t. item (14) of its meeting held on 15.4.2008)***
- (ix) The allottee may keep registered office of the company out of Rajasthan under intimation to the Corporation. ***(Decided by IDC vide item 10 on 25.3.2006)***

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

Land may be allotted on prevailing industrial rate. However, a 10% rebate in the rate for the plot measuring minimum of 10,000 sqm. for setting-up of R & D Centers/ Laboratories, tools rooms, prototype development centers and institutes for specific disciplines related to industries etc. in non-saturated industrial areas by private institutions engaged in industrial research and development may be allowed. The rebate shall be allowed only in case of dedicated projects of R & D and shall not be allowed if only the part plot is used for R & D. For plot size of more than 10,000 sqm. this rebate shall increase @ 0.5% per 1,000 sqm., but maximum rebate shall be 25% on both counts put together. An additional 10% rebate in rate of development charges shall also be allowed by way of reimbursement if the private institution makes a minimum investment of Rs. 50 crores within a period of five years, on minimum size of plot of 20,000 sqm. ***(Policy amended as per IDC decisions taken vide item 7 on 12.10.2004)***. Rebate @ 2% in allotment rate shall also be allowed if 100% development charges are paid alongwith application form. The private institutions may also opt to pay 75% development charges in 7 quarterly installments alongwith interest in two years period, as permissible to industrial plot allottees. ***(Substituted as per IDC decision taken vide item 3 on 14.2.2002)***.

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

For setting up an industry in non-saturated industrial areas, a 10% rebate in the rate of development charges on industrial plot allotment measuring minimum of 10000 sqm. and an additional rebate of 0.5% per 1000 sqm. over and above 10,000 sqm. shall be allowed subject to maximum rebate of 25%.

Further, an additional 10% rebate in the rate may be allowed by way of reimbursement to those who makes Rs. 50 Crores minimum investment for setting up a industrial project or Rs. 25 Crores minimum investment for setting up a power plant within 5 years period from the allotment date on minimum 20,000 sqm. size plot. ***(Amended as per IDC decisions taken vide item 11 & 10 on 14.2.2001 & 10.12.2001 respectively and vide item 7 on 12.10.2004).***

If an applicant applies for more than one plot adjoining to each other, on the same day for one industrial unit alongwith the request of merger of plots at the time of making application, rebate in the rate of development charges permissible for large size plot shall be allowed after merger of plots. **(Inserted as per IDC decision taken vide item 4 on 25.4.2005)**

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

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

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|-----------------------------|-----------|--------------|---|
| 1. Rate of Allotment | of | (i) | In slow moving industrial areas, the rate shall be industrial rate. Concession to members of SC/ST, Ex-Servicemen, War Widows, Physically Handicapped and Women Category as applicable for industrial plot allotment as per rule 3 (A) shall also be allowed. |
| | | (ii) | In normal areas the rate shall be 1.5 times industrial rate. Concession to members of SC/ST, Ex-Servicemen, War Widows, Physically Handicapped and Women Category upto the extent of 50% of the admissible limit as per rule 3 (A) shall also be allowed. |
| | | (iii) | In saturated areas the plot shall be allotted through open auction keeping reserve price at minimum 1.5 times of the industrial rate. |

2. Area requirement as per bed strength:

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

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

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

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

6. Minimum Medical Facilities required with respect to Bed Strength:

- (i) Nursing homes / Hospitals having 6 to 10 beds capacity and set up on plot size of 700 to 1500 sqm. should essentially have an outdoor and indoor facilities . It should be equipped with equipment like ECG Machine, Sterilizers and routine examination equipment.
- (ii) Nursing Homes / Hospitals having 11 to 20 beds set up on plot size 1501 to 2000 sqm. should have regular outdoor and indoor facilities , diagnostic facility , essentially pathology lab to cater to the routine pathology examination , ECG machine and other regular medical check up equipment. The facility should be equipped with minor operation theatre and anesthesia facility.
- (iii) Nursing Homes / Hospitals having 21 to 30 beds set up on land measuring 2001 to 3000 sqm. should have indoor / outdoor facilities , diagnostic facility covering pathology for routine and special investigation and radiology . In Radiology, they should have an X - Ray machine and Ultra – Sonography Machine. Apart from these they should have other routine medical check up equipment. The pathology and radiology departments should be manned by trained manpower. The hospital should also have regular operation theatre and surgical facility and an ICU.
- (iv) Nursing Homes / Hospitals having 31 beds and above should have minimum facilities as indicated at S.no. (iii) above and should also cater to specialized treatment facility .

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

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

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

3 (E). Allotment of land to Technical Institutes / Training Institutes - Engineering / Medical / Dental and Other Technical Institutes:

1. Terms and conditions for land allotment are as under:

- (i) Land allotment applications would be entertained after informing the plot availability for the purpose through a press release. The allotment rate shall be the rate of development charges prevailing in the industrial area.
- (ii) The interested agency / consortium should have sufficient experience to run similar technical institution in India or abroad. Those having collaboration / franchise arrangement with the Institution of National / International repute would be given due weightage.
- (iii) The investment on Technical Institutes should be substantial (minimum Rs. 10 crores) to be made within five years of land allotment. However, the land approving committee shall decide the minimum investment level in consultation with the applicant. *(Amended as per IDC decision taken vide item 4 on 29.11.2003)*
- (iv) The implementing agency should take effective steps to the satisfaction of the State Government / RIICO within two years of allotment, otherwise the allotment will be liable to be cancelled and amount equivalent to keenness money or keenness money deposited, as the case may be, would be forfeited.
- (v) The proposed Institutes should have the approval of the State Government and be got affiliated with the All India Council of Technical Education / University as the case may be.
- (vi) The fees pattern shall be as per guidelines of AICTE/ ICMR/ State Government/ Supreme Court Orders.
- (vii) The Governing Council/ Board of the Institute should have one Nominee of RIICO/ State Government.
- (viii) The implementing agency/ consortium should have sufficient funds to implement the project. They shall furnish adequate evidence to this effect.
- (ix) For Engineering Colleges, all engineering disciplines would be allowed.
- (x) Keenness money of Rs. 5.00 lacs shall be deposited alongwith the application for land allotment. Refund / forfeiture of the keenness money will be done as per following procedure:
 - (a) In those cases in which the State Government does not issue the NOC to the applicant within six months from the date of allotment then RIICO will refund keenness money without any deductions. The applicant will have to seek NOC within six months from the land allotment date. However, the MD may consider time extension.
 - (b) If the applicant abandons the project or surrenders the land then the amount equivalent to the keenness money will be forfeited.
 - (c) Keenness money shall be refunded after commencement of institute functioning, without interest.
 - (d) No keenness money shall be demanded from allottee institution for taking additional land for expansion of existing institution or for setting up new institution in area.
- (xi) A Committee of the following officers would approve the land allotment:
 - a. Executive Director
 - b. Financial Advisor

- c. Chief General Manager
 - d. Advisor (Infra)
 - e. Concerned Regional Manager / Unit Head
- (xii) The application for land allotment shall be put up before the constituted Committee for approval. On approval, 25% development charges (keeness money shall not be adjusted) shall be deposited within 30 days from the date of offer issued. After payment of 25% development charges, allotment letter shall be issued without waiting for NOC / Permission from the State Government with the following stipulation for payment of balance development charges that
- (a) 75% amount shall be deposited within 60 days from the date of allotment letter issued.
 - (b) Rebate @ 2% for payment of development charges without availing grace period or before allotment will be allowed as applicable to industrial plots.
 - (c) The allottee may opt to pay 75% development charges in installments alongwith interest as permitted in case of allotment of industrial plots.
- (xiii) Time extension for making payment beyond prescribed period can be granted as per policy decided for industrial plots.
- (xiv) Rate of service charges: As per the rates applicable for industrial plots.
- (xv) Payment of economic rent and service charges shall be made as per rules applicable in case of allotment of industrial plots.

2. Rebate in rate of allotment:

- a). A 10% rebate in rate of development charges shall be allowed while allotting minimum land 10,000 sqm. in unsaturated industrial areas. The rebate shall increase @ 0.5% per 1,000 sqm. for land allotment more than 10,000 sqm., subject to maximum rebate of 25% on both the counts put together.
- b). An additional 10% rebate over and above of 25% mentioned in clause (a), may be allowed by way of reimbursement to the allottee of plot of minimum size of 40,000 sqm. in any non-saturated industrial area if a minimum investment of Rs. 50 crores is made on the plot within 5 years period.**(Amended as per IDC decision taken vide item 7 on 12.10.2004)**

Note: The rebate shall not be allowed in 'Institutional Area' at Sitapura, Jaipur.
(Inserted as per IDC decision taken vide item 22 on 10.12.2001)

3. The implementation schedule shall be observed in the following manner:

- a. 25% of the proposed FAR as per the project report – up-to first 3 years.
 - b. 50% of the proposed FAR as per the project report - in next 3 years.
- (Substituted/Amended as per IDC decisions taken vide item 3, 13, 1, 5 & 18, 4 and 6 on 12.7.1999, 3.6.2000, 5.7.2000, 7.12.2000, 30.6.2003 and 16.7.2003 respectively).*

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

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

- a) Expression of interest for setting up of Spa and Nutrition Training Institutes in RIICO Industrial Areas would be invited through press release for the plot planned for the purpose.

- b) For setting up of such institutes, the condition of approval of the State Government and affiliation with the AICTE norms would not be applicable.
- c) Reserve price for inviting applications for Spa and Nutrition Institutes would be minimum of 1.5 times of the prevailing industrial rate in the area.
- d) Applications received in response to the press release would be placed before the Committee constituted for land allotment to Technical Institutes / Training Institutes as provided in Rule 3(E) of RIICO Disposal of Land Rules, for approval of land allotment.
- e) Stipulations for land allotment to such Spa and Nutrition Training Institutes shall also be the same as applicable for Technical Institutes / Training Institutes.

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

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

Earmarked plot/ planned industrial plot, minimum 2000 Sqm. may be allotted after publishing an advertisement regarding plot availability in one popular news paper, on the following rates:

- (i) In normal industrial areas - On the prevailing rate.
- (ii) In slow moving industrial areas - On the prevailing industrial rate with 25% rebate up-to 10,000 sqm. area, and beyond 10,000 sqm. industrial rate will be charged.
- (iii) In saturated industrial areas - Through auction keeping prevailing industrial rate as reserve price.

In case of more applications for the same plots, limited auction among applicants shall be conducted.

(Substituted as per IDC decision taken vide item 9 on 16.3.2001)

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

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

S.No.	Supportive activities / Area of land	Allotment rate
1.	State Government Departments	Prevailing industrial rate.
2.	Central Government Departments and State /Central Govt. Corporations/ Undertakings.	Prevailing industrial rate or as decided by the IDC on case to case basis.
3.	Individual Housing Plots	2 to 4 times of the prevailing industrial rate. Allotment at a price less than four times, the matter shall be decided by IDC.
4.	Group Housing (Residential facility comprising of at-least 20 dwelling units) inclusive of essential supporting facilities (as per project approved by RIICO)	Through auction with industrial rate as reserve price.

5.	Power Distribution/ Transmission Companies (For GSS): (a) 220 KV- 60000 sqm (max.): b) 132 KV - 35000 sqm.(max.): (c) 33 KV - 3,000 sqm. (max.): <u>Note: Extra land than the above size would be allotted on the prevailing rate of development charges of the industrial area concerned.</u>	At a token price of Re. 1/-. At a token price of Re. 1/-. At a token rate of Re. 1/- per sqm
6.	Police Outpost upto 1 acre land (with or without building)	At a token amount of Re. 1/-
7.	Industrial Training Institutes (upto 5 acres land alongwith small building shed) (details of schemes to be worked out initially at Sitapura, Neemrana, Bagru, Jodhpur, Udaipur etc.)	On 30 years lease basis (The lease rent and terms and conditions will be decided by IDC)
8.	Other supportive and promotional activities like Warehousing , Telephone Exchange , Inland Container Depots (ICDs) ,Gem Bourse etc.	At the prevailing industrial rate.
9.	Flatted Factories complexes (i) Up-to 5% covered area would be allowed for essential common facilities like Banks, Administrative block, conference room, post office, dispensary. (ii) For area in excess of 5% but not more than 10% and for activities other than as mentioned above.	At the prevailing industrial rate. IDC is authorized to take decision on the rate to be charged on case to case basis.
10.	P.H.E.D. for erection of Water Supply Scheme for the industrial area itself	Acquisition cost as per saleable land plus 5% overhead charges.
11.	Crèche	At the prevailing industrial rate
12.	Basic Telecom / Cellular Phone Operators (i) For erection of Tower/Mast up-to 150 sqm. (ii) For switching / service center up-to 1000 sqm.	The land is allotted with 20% rebate in prevailing rate in the area where plots are not auctioned.
13.	Power plants in private sector	At the prevailing industrial rate
14.	Business Centers	Through auction keeping reserve price at 4 times of industrial rate.
15.	Kerosene Depot on recommendations of Food and Civil Supplies Department, up-to 2000 sqm. area.	At four times of prevailing industrial rate in area with an undertaking to follow precautionary measures for

		upkeep and safety of depots
16.	Petrol pumps (retail outlet)/LPG godowns to IOC, BPCL, HPCL, private oil companies (like Reliance etc.) or licensees of these companies. <i>(Inserted as per IDC decision vide item 5 on 4.9.2003)</i>	At four times of prevailing industrial rate
17.	Gas authority of India Ltd. for laying of LPG pipeline	At prevailing industrial rate
18.	SPV under SITP in industrial area	With the approval of IDC. <i>(Decided vide item 7 on 21.10.2005)</i>
19.	Industries Department Rajasthan Jaipur, for setting up of calibration tower: upto 500 sqm.	Free of cost with the approval of MD. The department would pay annual economic rent. Service Charges would not be levied. <i>(Decided by IDC by circulation on 16.1.2006)</i>
20.	Allotment of land for CETP under the provision 3.1 of the 'Policy Package for Micro, Small and Medium Enterprises, 2008', announced by the State Govt	At 50% of the prevailing rate of development charges of the Industrial Area concerned. <i>(Inserted in pursuance of the decision by the IDC w.r.t. item (14) of its meeting held on 15.4.2008)</i>
21.	Allotment of up to 350 sqm. land, to the Commissioner Industries for setting up of Weights & Measurement Laboratories, as per requirement.	Free of cost. The Department will be exempt from payment of service charges; however, it will pay economic rent (lease rent) as per rules.
22.	Allotment of land for the purpose of setting up of a Government School, if the plot is carved out in the service area (non saleable area).	Managing Director is authorized to approve the allotment of land free of cost, at an annual lease rent (economic rent) of Re.1/-.

(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)

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

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

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

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

1. Land measuring up-to 500 sq. mtr. to one Industries Association in the industrial area, depending upon their representative nature, involvement in industrial development etc. may be allotted for construction of the Association building:
 - (i) At Re.1/- per sqm. if a minimum investment of Rs. 500 crores has been catalyzed in the area.
 - (ii) At 50% rate of development charges where Rs. 500 crores investment has not been catalyzed in the area.
 - (iii) Land over and above 500 sq.mtr. shall be allotted at full prevailing industrial rate.
2. Land for other Industrial Associations may be allotted on the rate of development charges of the area.

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

Land upto 500 sqm may be allotted at a token amount of Re.1/-, at any single location in the State in the industrial areas to PHDCCI, FICCI, CII and ASSOCHAM (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 development charges of the industrial area concerned. The above organisations will be exempt 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 cost of land shall be calculated at four times the prevailing rate of development charges of the area, or reserve price fixed by the Corporation for making auction of commercial plot, whichever is higher.
2. **Land for Bank Building construction:** Land allotment to any bank for bank building construction may be allowed by MD at the reserve price fixed for commercial plot in particular industrial area

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

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

Desirous Khatedars may opt to take allotment of 15% developed land on lease basis in the industrial area in lieu of cash compensation of the acquired land and they shall be

able to use the land for industrial and residential purposes as per the approved scheme and plan. The Khatedar allottee shall comply with the provisions of RIICO Disposal of Land Rules, 1979. Other terms and conditions would be as under:

1. Allotted land shall not be used for commercial purposes in any case.
2. Allotment of developed land in lieu of acquired land shall be made in the project area itself and generally in the same place where land has been acquired.
3. In case of option given for allotment of 15% developed land, the cost of constructed building on acquired land shall not be paid separately. Only 15% developed land shall be given.
4. 15% developed land shall be given only to Khatedar / landlord, whose land has been acquired. If Khatedar / landlord nominates only one registered, general / special power of attorney holder then, 15% developed land can be given to the nominee. Khatedar shall be able to sell the allotted land as per rules.
5. Before issuance of notification under section 6 of land acquisition act, copy of plan shall be submitted to the State Government and Land Acquisition Officer. After seeing the map, khatedar shall be able to give option and LAO shall be recommending either for land compensation or 15% developed land allotment in favour of khatedar.
6. The allotment of 15%-developed land to khatedar shall be issued as per recommendations of the allotment committee constituted by M.D for this purpose.

(Inserted / Substituted / Amended as per IDC decisions taken vide item 1, 10 and 22 on 5.9.1998, 23.4.2002 & 12.11.2002 respectively)

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

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

- 1. Very Prestigious Investment - in IT Software, ITES and IT Hardware** - For the industry which is set up on the allotted plot by any company with a minimum fixed investment of Rs. 10 crores or by a fortune 500 company, within a period of 3 years, entitled land rebate shall be @ 60% of the plot allotment rate.
- 2. Prestigious Investment - in IT Software, ITES and IT Hardware** - For the industry which is set up on the allotted plot with a minimum fixed investment of Rs. 1 crore within a period of 3 years, entitled land rebate shall be @ 50% of the allotment rate for the plot upto maximum of 5 acres area.
- 3. General Investment - in IT Software, ITES and IT Hardware** - For the industry which is set up on the allotted plot with a minimum fixed investment of about Rs. 10 lacs per 500 sqm. land and Rs. 2 lacs for every subsequent 100 sqm. within a period

of 3 years, entitled land rebate shall be @ 25% of the allotment rate for the plot upto maximum of 2000 sqm. area.

- 4. Advanced IT Institutes-** For the institute which is set up on the allotted plot with a minimum fixed investment of Rs. 5 crores within a period of 3 years, entitled land rebate shall be @ 25% of the allotment rate for the plot upto maximum of 5 acres area.

Advanced IT Institutes would mean institutes offering exclusive IT courses atleast of the level of MCA /BE / M.Tech (IT) /MBA (IT) /MSC (IT) or of a recognized equivalent.

- 5. General Computer Training Institutes-** No rebate in the allotment rate shall be allowed. However, RIICO may consider land allotment upto maximum of 2000 sqm. on prevailing rate provided unit makes fixed investment of about Rs. 5 lacs per 500 sqm. land within 3 years period.

Notes-

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

Definitions of IT Industry

- a) IT Software /ITES Industry:-**

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

b) IT Hardware Industry:-

IT hardware industry would mean production and assembling of computers, peripherals, Computer Monitors, Printers, Scanners, Modems, Hubs, Switches, Routers, Networking equipment's, UPS, Earth Station, V-SAT, Digital Switching Systems, Mobile phones, CDMA equipment, Electronic Exchanges, EPABX, Wireless equipment's, Optical Fiber Cables, battery use in mobile/CDMA instruments, ATM machines, LAN Cable (CAT-5 etc.), electronic touch screen.

(Revised as per IDC decision taken vide item 5 on 12.10.2004)

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

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

- 1. Major Bio Technology and Bio Informatics Companies** (annual turn over of more than Rs. 100 crores in this field as per the latest audited balance sheet) - For the industry which is set up on the allotted plot with a minimum fixed investment of Rs. 10 crores within a period of 4 years from the date of allotment in a specially designated Bio Technology parks/ zones, entitled land rebate shall be @ 60% of the allotment rate for the plot upto maximum of 10 acres area.
- 2. General Bio Technology and Bio Informatics Units-** For the industry which is set up by any entrepreneur on the allotted plot in a specially designated Bio Technology parks/ zones with a minimum fixed investment of Rs. 15 lacs per 1000 sqm. within a period of 5 years, entitled land rebate shall be @ 40% of the allotment rate for the plot upto maximum of 5 acres area. Additional discount of 10% on allotment rate may also be allowed if the plot allottee commences commercial production within 3 years from the date of allotment.
- 3. Advanced Bio Technology and Bio Informatics Institutes** - For the institute which is set up on the allotted plot in a specially designated Bio Technology and Bio Informatics zones with a minimum fixed investment of Rs. 5 crores within a period of 3 years and commences operation within 3 years from the date of possession or from the date of lease deed execution, whichever is earlier, entitled land rebate shall be @ 50% of the allotment rate for the plot upto maximum of 5 acres area.
Advanced BT Institutes would mean institutes offering M.Tech, M.Sc, B.Sc or recognized equivalent courses in this field only.

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

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

Notes-

- a) In case of failure to observe the terms and conditions regarding investment and time schedule mentioned in the package, the concessional amount shall be recovered from allottee with interest from the date on which concession amount has been reimbursed.
- b) In each case the decision of RIICO shall be final as to what qualifies as Bio-Tech Industry / Institute for the purpose of above said incentive.
- c) For reimbursement of the concessional amount, the plot allottee would be required to inform RIICO office by a registered AD letter sent prior to the scheduled date regarding the investment made on the plot. After verification by the Unit Head, the cheque or rejection letter, as the case may be, will be sent by RIICO within 30 days by registered AD letter.
- d) A committee of F.A., Advisor (Infra), Sr.DGM (T-Girish Gupta) and DGM (F-IP&I) shall identify industrial areas based on pace of allotment and put up to MD for approval, so that 10% rebate on prevailing rate of development charges subject to maximum of 4000 sqm. may be allowed.
- e) No other rebates / incentives shall be applicable to these projects.
- f) Definition of Modern Bio Technology:
 - R&D and /or Manufacturing activities involving recombinant DNA Technology for bio Pharma, Agriculture, Health and Environment.
 - Areas of Genomics, Proteomics, Bio-informatics and Gene-Cloning.

- Plant Tissue Culture research and development (Land upto maximum of 4000 sqm. may be allowed).
 - Active ingredient identification and preparations of Medicinal and Aromatic Plants and Herb- Bio processing.
 - Quality Assurance/ Quality Control Labs for recombinant DNA products/ GM Products.
 - Production of Industrial Enzymes.
- g) The cases for land allotment to Bio-Technology projects in Bio-Technology Parks and Identified Industrial Areas shall be put up to the Committee of GM(BP), Advisor (Infra), F.A. and Sr. DGM(GG)- Member Secretary for view on project classification as Modern Bio-Tech or conventional Bio-Tech and to determine the permissible land rebate. MD is also authorised to review and make necessary changes in the guidelines for providing RIICO land for Modern Bio-Technology units from time to time.

(Revised as per IDC decision taken vide item 5 on 12.10.2004)

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

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

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

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

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

Land allotment for setting-up of Educational Institutions (i.e. other than school & technical institutes for which separate policies have been laid down) in non-saturated industrial areas, may be made at industrial rate of development charges, on the same terms and conditions prescribed for the allotment of land for setting-up of technical institutes. The amount of development charges will be recovered as per the terms applicable to allottees of industrial plots. Allotment will be made only in parts of industrial areas earmarked as institutional area as per planning norms. However, the minimum level of investment in the coming five years in the plot shall be decided by the committee headed by E.D. and constituted for deciding the land allotment, in consultation with the applicant. **(Inserted as per IDC decision taken vide item 3 on 20.9.2003)**

For the purpose, the expression "educational institutions" shall be those institutions, which impart education & thereafter diploma or degree as recognized by the State/

Central Government or agencies set-up by these Governments for monitoring such educational institutions.

- a). A 10% rebate in rate of development charges shall be allowed while allotting minimum land 10,000 sqm. in unsaturated industrial areas. The rebate shall increase @ 0.5% per 1,000 sqm. for land allotment more than 10,000 sqm., subject to maximum rebate of 25% on both the counts put together.
- b). An additional 10% rebate may also be allowed **by way of reimbursement** to the allottee for setting-up of educational institution on minimum size of 40,000 sqm. plot in any non-saturated industrial area if a minimum investment of Rs. 50 crores is made on the plot within 5 years period **(amended as per IDC decision taken vide item 7 on 12.10.2004)**

Note: The rebate shall not be allowed in 'Institutional Area' at Sitapura, Jaipur.

(Inserted as per IDC decisions taken vide item 22, 9 on 10.12.2001 and 28.2.2002 and office order issued vide No. IPI/P-6/Infra/99/100 dated 30th March 2002 respectively)

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

For allotment of land for establishment of services in unsaturated industrial areas, rebates in rate of development charges will be as under:

- (a) In slow moving industrial areas, rebates in rate of development charges to such applicants may be the same as applicable to the applicants of large size industrial plots (10,000 sqm. and above),
- (b) In normal industrial areas, a 5% rebate in rate of development charges shall be allowed while allotting minimum land 10,000 sqm. The rebate shall increase @ 0.25% per 1,000 sqm. for land allotment more than 10,000 sqm., subject to maximum rebate of 12.5% on both the counts put together.

The term "services" for the purpose of this rebate shall include warehousing (set up by other than CWC), telephone exchange, inland container depots, offices of State/Central Government Department/Organization, crèches etc. but shall exclude housing colonies to be developed by Rajasthan Housing Board.

(Inserted as per IDC decision vide item 16 on 18.8.2001.)

3(R). Allotment of land in favour of CWC for setting-up warehousing facilities:

A 12.5% rebate in rate of development charges may be allowed for allotment of minimum 5 acres land in favour of Central Warehousing Corporation (CWC) for providing warehousing facilities in all industrial areas, except saturated industrial areas. The rebate shall increase @ 1.5% per acre for land allotment more than 5 acres, subject to maximum rebate of 20% on both the counts put together. Further 2% rebate for making 100% payment of development charges, prior to allotment of land may also be allowed, in addition to the items listed above.

(Inserted as per IDC decision vide item 15 on 18.8.2001.)

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

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

- (a) While planning an industrial area, the Corporation should necessarily create a zone of residential plots which will contain residential plots for entrepreneurs / managers etc. A separate zone / block could also be created containing residential plots for group housing and for construction of LIG houses for the purpose of industrial labour residing within the industrial area.
- (b) The plots earmarked for labour housing will be allotted to the unit holders of the area particularly to the entrepreneurs who are running an industry, which is labour intensive. The land will be allotted at a fixed rate to such entrepreneurs who would create group housing or LIG houses for the labour at their cost and the premises could be used for the labour on their terms & conditions. The Corporation will decide building norms for construction of group houses or LIG houses for labour with a view to make the norms rational and supportive to the cause. The industrial plot holder should have commenced production in the industrial unit and have employed more than 20 workers in the industrial unit. The entrepreneur should have also made investment on the land as per the original project report submitted by the entrepreneur at the time of land allotment in terms of plant and machinery and building construction.
- (c) The residential plots planned by the Corporation for the purpose of entrepreneurs / managers etc. will also be allotted to the unit holders of the area at fixed rate on the following eligibility criteria / stipulations:
 - (i) The industrial plot holder should have commenced production in the industrial unit and have employed more than 20 workers in the industrial unit. The entrepreneur should have also made investment on the land as per the original project report submitted by the entrepreneur at the time of land allotment in terms of plant and machinery and building construction.
 - (ii) The residential plot will be on non-transferable basis. However, the allottee will be allowed to use the constructed house for its managers / staff etc. as a housing facility.
 - (iii) Further sale of houses would only be allowed in case industrial unit has been sold / transferred to other company / group / individual. This sale can be made to only units in production in the area.
- (d) Land allotment rate for residential plots is proposed to be fixed through the existing reserve price fixing Committee of the Corporation, which is headed by the MD.
- (e) The payment mode will be as per the existing norms of industrial plots i.e. 25% on application and balance 75% within 60 days of the land allotment. Instalment facility with interest as applicable to industrial plots would be applicable to housing plots also.
- (f) Construction shall be commenced within six months and completed for use within a period of 2 years from the date of execution of lease-deed or taking possession,

whichever is earlier. Delay in commencing and completing the construction activities will attract retention charges @ 0.75% of the current rate per quarter.

- (g) The scrutiny for requirement of area for housing for individual unit would be done based on strength of employees/ executives in each such unit. Priority in allotment shall be given to those entrepreneurs who have more employment in their unit.
- (h) Besides the above, provisions of RIICO Disposal of Land Rules, 1979 will be applicable to these cases also.

(Substituted as per IDC decision taken vide item 3 on 30.4.2007)

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). Allotment of land for setting-up Community Building in residential colony of the Corporation:

Land in a residential colony developed by the Corporation, measuring up-to 500 sqm. may be allotted to a 'Samiti' constituted by the allottees in the colony, at 50% of the prevailing rate of development charges for the purpose of construction of a community centre. Land area exceeding 500 sqm. would be allotted at the prevailing rate. The allotment shall be considered only when there is no community centre in the area.

(Inserted as per IDC decision taken vide item 6 on 8.7.2002)

- 3(V).** 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 the industrial areas located in Jaipur and NCR.

Industrial land in the Industrial Areas falling in Jaipur and NCR will be allotted on 'on going basis' in the following cases by dispensing-with the requirement of inviting expression of interest through advertisements in newspapers:

- (i) Projects having investment of Rs. 20.00 crores and above.
- (ii) Projects being set up by NRIs / PIOs.
- (iii) Projects with 33% or more FDI in total investment.
- (iv) Allotment of land for IT Industry (manufacturing and software development)

The powers for allotment of plots to particular category of entrepreneurs, as mentioned above, will vest with an in-house committee of RIICO which will be headed by the MD and Financial Advisor, Advisor (Infra), Advisor (A&M), General Manager (BP) and concerned unit head as its members.

(Inserted as per IDC decision taken vide item 4 on 30.04.2007)

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 Rs. 5.00 lacs and letter of intent issued by the State Government. The keenness money would be refunded without interest after commencement of functioning of the University or the Corporation rejects application for land allotment. Otherwise the keenness money would be forfeited.
- iv) The land allotment will be made at the basic rate of the concerned industrial area, allowing 35% up-front discount on the basic rate, with a rider that the above mentioned rebate will be admissible upto 30 acres of land area, which being the minimum land area requirement for such projects. In other words, in those cases wherein land allotment is of more than 30 acres, the above rebate will not be admissible for the land area exceeding 30 acres. Moreover, no additional rebate will be admissible in such cases on any account such as large sized investment rebate, cash down payment rebate etc.

- v) Wherever, RIICO develops dedicated industrial area for institutions/universities alone without any allotment to industry in such area, land could also be allotted on undeveloped basis at price worked out as cost of land at current value plus 20% of cost of land at current value as administrative charges.
- vi) Applications so received would be placed before a Committee of Financial Advisor, GM (BP), Advisor (Infra) and unit head, concerned under the Chairmanship of MD for approval of allotment.
- vii) On approval of allotment, 25% development charges 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% development charges shall be made in the similar manner as in case of industrial plot. Policy about time extension, levy of service charges and economic rent would be at par with the policy applicable for industrial plots.
- viii) The sponsoring body should take effective steps to the satisfaction of the State Government/RIICO within two years of allotment, otherwise land allotment would be cancelled and keenness money would be forfeited.
- ix) In the university campus residential blocks including staff quarters and hostel etc. would be allowed on the basis of actual needs.

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

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

1. IT COMPLEX / CAMPUS DEFINED:

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

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

2. PRE CONDITIONS FOR LAND ALLOTMENT:

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

3. WHO CAN APPLY:

- (i) Individual anchor unit and/or a developer can apply for allotment of land. The minimum area requirement is of 10 acres of land.
- ii) If a developer is seeking allotment of land to develop an IT Complex/Campus then there shall have to be an arrangement of an anchor unit coming up in the IT Complex/Campus to the satisfaction of RIICO. Such an anchor unit shall utilize at least 30% of the total constructed area of the complex/campus for its own use as well as its vendors/ subsidiaries/ancillaries. An undertaking by the anchor unit to this effect if not accompanied with the application must be submitted within 60 days of the 'in principle' approval conveyed by RIICO.

4. HOW TO APPLY:

Project proposals should specify the following:-

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

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

- i) The land will be allotted on reserve rate applicable which will be fixed by the competent committee of the Corporation constituted for the purpose under the chairmanship of the Managing Director, having Advisor (Infra), Advisor (A&M) and 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 examined by the above Committee and RIICO will allot land on such terms and conditions as stipulated by the Committee in addition to

the standard terms and conditions of allotment as laid down in RIICO Disposal of Land Rules, 1979.

- iv) After approval of the project in-principle the applicant will be required to deposit 25% of the cost of land and 1% of the cost as security money, within 60 days from the date of communication of the approval.
- v) In case the applicant fails to deposit 25% cost 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 cost of the land will be paid within 60 days of the land allotment as provided in RIICO Disposal of Land Rules, 1979. The land allottee can also opt to pay the balance cost of land (75% development charges) in 7 equal quarterly interest bearing instalments. Delay in timely payment of the instalment(s) will attract interest at higher rates for the period of delay.*

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-2' under the 'Building Regulations' as appended to the rules, which relates to IT/ITeS buildings.

8. SUB LEASING:

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

- i) No separate permission/charges for sub-leasing built up space and/or land will be required.
- ii) Building construction of the IT Complex will be done as per the RIICO Buildings Parameters related to IT Complexes. The Complex may also house commercial,

recreational, residential facilities for sub-leasing to the extent permitted in RIICO building parameters related to IT Complexes.

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

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

1. Invitation for expression of interest

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

2. Format for the land and other broad details:

[illegible]

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 Guidelines:

गुप हाउसिंग/फ्लेट्स निर्माण हेतु मानदण्ड

क्र. सं.	भूखण्ड का न्यमनतम आकार	अधिकतम आच्छादित	न्यूनतम सैट बेक्स (मी.)				अधिकतम उंचाई	एफ. ए. आर.
			सामने	पार्श्व	पार्श्व	पीछे		
1.	750 व. मी. से 1500 व. मी. तक	सेट बेक्स क्षेत्र के अलावा उपलब्ध क्षेत्र।	9.0	4.5	4.5	4.5	विनियम 2.4 के अनुसार	1.67
2.	1500 व. मी. से 2500 व. मी. तक	सेट बेक्स क्षेत्र के अलावा उपलब्ध क्षेत्र।	12.0	6.0	6.0	6.0	विनियम 2.4 के अनुसार	1.67
3.	2500 व. मी. से 4000 व. मी. तक	40 प्रतिशत	12.0	9.0	9.0	9.0	विनियम 2.4 के अनुसार	1.67
4.	4000 व. मी. से ज्यादा परन्तु 1 हेक्टेयर तक	35 प्रतिशत	15.0	9.0	9.0	9.0	विनियम 2.4 के अनुसार	1.67

5.	1 हेक्टेयर से ज्यादा परन्तु 10 हेक्टेयर तक	35 प्रतिशत	18.0	9.0	9.0	9.0	विनियम 2.4 के अनुसार	1.67
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तालिका “ख” हेतु टिप्पणी:

- (i) विनियम (4) के अनुसार पार्किंग का प्रावधान कराना आवश्यक होगा।
- (ii) 15 मीटर से अधिक ऊंचा भवन होने पर लिफ्ट की सुविधा प्रदान करानी होगी तथा आपातकालीन अग्निशमन का प्रावधान करना होगा। अग्निशमन के प्रावधान नेशनल बिल्डिंग कोड के अनुसार होंगे।
- (iii) योजना क्षेत्र में स्वतंत्र आवास का भूखण्ड होने की स्थिति में सामने का सैट बैक (कोने के भूखण्ड में बड़ी सड़क की तरफ का सेट बैक) तालिका अनुसार अथवा योजना अनुसार जो भी अधिक हे देय होगा। कोने के भूखण्ड में छोटी सड़क की तरफ का सेट बैक योजना अनुसार रहेगा।
- (iv) कुल स्वीकृत योग्य एफ.ए.आर. क्षेत्र का 3 प्रतिशत दुकानों के लिए उपयोग किया जा सकता है। जो कि केवल स्टिल्ट फ्लोर पर देय है
- (v) भूखण्ड के सामने के सड़क की चौड़ाई 12 मी. से कम होने पर देय एफ.ए.आर. 1.2 तक सीमित होगा ।
- (vi) भूखण्ड में प्रत्येक 150 व.मी. क्षेत्रफल के लिये कम से कम एक वृक्ष के अनुपात में बड़े वृक्ष जो कि 6 मी. या इससे अधिक ऊंचाई ग्रहण कर सकते हो लगाने होंगे।
- (vii) बहुमंजिले आवासीय भवन 18 मी. एवं उससे अधिक चौड़ी सड़को पर ही अनुज्ञेय होंगे

8. Payment Terms:

- An earnest Money @ 2% Of the total cost 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 land cost (after adjusting the earnest money).
- All money's paid by the rejected applicants will be refunded interest-free.
- The money's 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% of the cost of land 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)

Note:

All such cases for allotment of industrial, other than industrial (Commercial) and residential plots in any industrial area at a rate below prevailing rate of development

charges in the industrial area would be placed before IDC for decision. However this would not apply to the land for public purposes where the existing rules provide for allotment at token/ nominal charges. **(Inserted as per IDC decision taken vide item 11 on 25.04.2005)**

4. SECURITY DEPOSIT

- (i) Security Deposit shall be made in the form of Bank Draft or Bankers Cheque drawn in favour of "RIICO Ltd.", @ 1% of the total development charges, subject to minimum of Rs. 2500/-.
- (ii) However, relaxation may be allowed for the Security Deposit in the cases wherein land has been specially acquired on requisition, for big projects, where Promoters have deposited keenness money.

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

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5. RESERVATION/ PUBLIC AUCTION

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

6. USE OF PLOT

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

7. OBNOXIOUS INDUSTRIES

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

8. POSSESSION

- (i) After making payment of balance development charges, physical possession of the allotted plot shall be taken by the allottee within 90 days from the date stipulated for payment of balance 75% development charges as mentioned in allotment letter or the actual date of payment whichever is later.
- (ii) However, in exceptional cases Managing Director may allow to hand over possession of the industrial plots before payment of full development charges.
- (iii) In case of industrial/commercial plots, if payment of development charges is allowed in instalments,

the plot possession shall be taken by the allottee within 90 days from the allotment date.

- (iv) It shall be necessary that the allottee will take physical possession of the plot within the above specified or the extended time period. For this, an intimation by a registered A.D. post or by a courier will be sent to the allottee, to the effect that allotment will be cancelled if the allottee does not turn up for taking physical possession of the allotted plot within the specified time period.

(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)

9. PERIOD OF LEASE AND ECONOMIC RENT

The lease will be granted for a period of ninety-nine years on payment of annual economic rent that may be prescribed by the Corporation from time to time. The lease period shall commence from the allotment date and obligations & liabilities under lease agreement shall be deemed to have commenced from that date. The economic rent shall be paid within 60 days from the land allotment date for current financial year. In cases of plots allotted in auction, economic rent shall be paid within 60 days from the date of taking possession / deemed possession for the current financial year. For subsequent financial years economic rent shall become due on 1st April of the year and be paid in advance by 31st July of every year. Interest on outstanding economic rent if any, shall be recovered from the due date as per rules.

(Substituted as per IDC decision taken vide item 11 on 03.06.2000)

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

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

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

10. REVISION OF ECONOMIC RENT

The Corporation reserves the right to revise the rate of economic rent in every 5 years provided however, the rent enhancement at each revision shall not exceed 25% of the rent payable for the

period immediately preceding the revision. The quantum of rent determined by the Corporation shall be final, conclusive and binding on the allottee and it shall not be questioned in any court of law or otherwise.

Prevailing rates of Economic Rent are available at Form 'F'.

Guidelines for levy of one time economic rent can be seen at Form 'F-1'.

11. TERMS AND CONDITIONS OF LEASE

The allottee shall abide by the terms and conditions of lease agreement and other terms as laid down by the Corporation from time to time.

The lease deed shall be executed in Form 'C' within 90 days from the date of full development charges paid. In cases of allotment on instalment basis lease deed shall be executed in Form 'D' within 90 days from the allotment date. Sr. DGM/ Sr. RM/ RM may also allow lease deed execution before payment of balance development charges. No retention charges will be levied in granting extension for lease deed execution.

The original lease deed where full development charges have been paid may be allowed for mortgaging or may be handed over to the allottee as per Form 'G'. **(Amended as per IDC decision taken vide item 9 on 17.06.1994)**

In case of allotment on instalment basis or lease deed executed without payment of full development charges, the original lease deed may be sent to financial institutions if so requested, with the condition that, balance development charges shall be remitted to the Corporation by the financial institutions if the lessee fails to pay instalment(s)/ balance development charges in time. In case the Financial Institution does not remit the due amount, the Corporation shall have the right to resume possession of the land irrespective of first charge of the Financial Institution.

(Inserted as per IDC decision taken vide item 24 on 29.12.1999)

12. TERMS OF PAYMENT OF DEVELOPMENT CHARGES:

12 (1): (Terms of payment of development charges):

The applicant / allottee shall pay the Development Charges of the plot 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 development charges if any competent court enhances the compensation payable under an award subsequently.

The development charges for industrial plots will be recovered in the following manner:

- (i) 25% development charges as pre-requisite amount alongwith the application form for the land allotment.
- (ii) Balance 75% development charges in instalments as per the time schedule and the terms & conditions as prescribed / laid down by the Corporation.
- (iii) The allottee may opt to pay balance 75% development charges within 60 days of the land allotment for which no interest will be charged.

(Substituted as per IDC decision taken vide item 5 on 08.01.2001. Amended as per item 24 of the meeting held on 10.2.2010)

- 12 (2)** 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.

(Inserted as per IDC decision taken vide item 12 on 25.02.2000)

12 (3): (Broad provisions for payment of the development charges in Installments for industrial plots):

The installments will be paid over a prescribed period in equal quarterly installments as per terms and conditions, time schedule, interest rate etc. as may be prescribed /laid down by the Corporation from time to time. Existing terms & conditions/time schedule etc. for the payment of balance development charges in the installment is as under:

- (i) The installments for balance 75 % development charges will be paid in 19 interest bearing quarterly installments.
- (ii) The first installment will become due on fixed date falling after 5 months from the allotment date and interest shall be charged from 61st day of the allotment. Fixed dates for payment of installment with interest shall be 31st March, 30th June, 30th Sept. and 31st Dec. of the year.
- (iii) The installments will be paid on due date (as mentioned above) alongwith interest calculated on remaining development charges on due date. In case of default in installment payment, further interest at the rate higher by 2% over & above the normal rate shall be levied on due principal amount of installment from the installment due date to the payment date. While depositing the amount, payable interest shall be deposited first.

- (iv) The existing allottee may also switchover to deposit balance amount of development charges as per above 19 quarterly installment facilities. However, the allottee will have to deposit all the dues payable on the date of option. The number of installments shall be reduced to the extent of installments deposited e.g. in case the existing allottee has opted for 7 quarterly installments and deposited 2 installments, would be entitled to deposit the remaining amount of development charges in 17 quarterly installments.

(Inserted as per IDC decisions taken vide item 16 on 25.02.2000 and amended vide item 5 on 8.1.2001 and item 10 on 18.08.2001. Amended as per item 24 of the meeting 10.2.2010. Amended further vide 7 of the IDC meeting held on 30.7.10)

- 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(5) Installment Scheme for commercial plot allottees:

Same as applicable to industrial plots and mentioned in sub rule 12 (3) above . **The allottee of commercial plot also, may opt to pay balance 75% development charges within 60 days of the land allotment for which no interest will be charged.**

Commercial plot allottees will balance 75% development charges in equal quarterly instalments as per details given here under:

- (i) Total permitted quarterly instalments will be 10 in numbers. Out of which initial 1 instalment will be interest free in developed areas and 3 in under developed areas and for the remaining instalments, interest at the prescribed rate shall be paid.
- (ii) If the allottee does not want to avail any interest free instalment facility, then the payment will be received in 19 quarterly instalments. In such case all the instalments will be interest bearing instalments.

Note:

In such cases, possession of the plot can also be handed over to the allottee concerned even before payment of full cost as is being done in case of industrial plots i.e. the allottee will be given possession of the land within 90 days of the allotment subject to payment of initial deposit amount.

(Inserted as per IDC decision taken vide item 10 on 18.08.2001. Amended/inserted as per item 15 of IDC meeting held on 15.9.2009)

12(6) Installment Scheme for allottees of residential plots:

Same as applicable to industrial plots and mentioned in sub rule 12 (3) above . **The allottee of residential plot also, may opt to pay balance 75% development charges within 60 days of the land allotment for which no interest will be charged.**

(Inserted as per IDC decision taken vide item 11 on 10.12.2001)

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 development charges 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 development charges 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 can not 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.

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

1. All allotments of strip of land shall be made only for the purpose for which the original plot of the allottee was allotted or has been allowed to be used.
2. Where any strip of land is so located that it can be used by the owner of only one adjoining plot, such strip of land shall be disposed of by allotment to the owner of the adjoining plot. In such cases the allotment of the strip of land shall be made at the following rates:

For industrial or institutional (educational) purpose	Twice the prevailing development charges for industrial or institutional use, as the case may be, or the highest rate received in the last auction for similar use, whichever is higher.
For commercial or residential purpose	Four times the prevailing development charges for industrial purpose or the highest rate received in the last auction for commercial or residential purpose as the case may be, whichever is higher.

3. Where any strip of land is so located that it can be used by the owners of more than one adjoining plots, such strip of land shall be disposed of by a limited auction between the owners of all the adjoining plots. On auction, the strip of land shall not be disposed of at a rate less than the rates mentioned in para No. 2 above. However, if in any such auction the owner of only one adjoining plot shows interest in purchasing the land, the strip of land shall be allotted to him at the rates mentioned in para No. 2 above.
4. Before disposing of any strip of land, the building line shall be marked which shall be maintained.
5. No strip of land shall be allotted/ auctioned if it endangers the public safety or is against traffic regulation.

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

12C Policy for refund of development charges on account of short area for all types of allotted plots:

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

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

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

- Note: 1. The date of development shall be determined by the concerned Sr.DGM/ SRM/ RM whose decision in this respect shall be final. The industrial area shall be considered as developed only after availability of road, water supply, power supply and adequate street light.
2. In case where the allotments are made prior to development of the area, lease agreement shall be executed within 30 days from the date the area is declared developed and the concerned Sr.DGM/SRM/RM thereof gives notice.

(Inserted as per IDC decision taken vide item 11 on 21.02.1998 and office order No. IPI/F-1(9)2/82 dated 29th October, 2003)

**13. RE - SCHEDULEMENT
OF INSTALMENT**

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

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

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

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

14. WATER & POWER

Rule 14(a) - Water

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

Rule 14(b) - Power

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

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

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

15. RATES , TAXES , CHARGES, CLAIMS

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

15(A). SERVICE CHARGES

The service charges as imposed by the Corporation at the time of allotment or thereafter shall be payable by the allottee in addition to Economic rent. Service charges shall be paid within sixty 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 @ 6% of prevailing rate of service charges rounded off to near by Re. 0.05.

15(A) (i) On failure to pay the service charges within stipulated period for the year then service charges shall be paid at higher rate by 10% alongwith interest to be computed from 61st day of the allotment in case of new allotments and from 1st August of the year for old allottees.

15(A) (ii) In cases of plots allotted for industrial, commercial or other purposes through auction, service charges shall be levied from the date of plot possession and shall be paid within 60 days from the date of possession for the year of possession. If the plot possession is not taken within 90 days from the date of 100% development charges paid then the possession shall be deemed to have been taken on 91st day of the payment of development charges for the purpose. Service charges for the year of allotment shall be charged proportionally for remaining period of the year from the month of allotment / possession as the case may be.

(Substituted as per decision taken by IDC vide item 11 of the meeting held on 3.6.2000.)

15(A)(iii). One time payment of service charges (for a block of 10 years):

Allottee may also opt to pay one time service charges for 10 years, in advance at 6 times of prevailing rate. After expiry of 10 financial years, a block of another 10 years shall commence from 1st April, of 11th financial year and service charges for that block equivalent to six times the rate fixed at that time shall be paid before 31st July of the financial year and so on.

(Inserted as per IDC decisions taken vide item 6 & 12 on 5.7.2000 & on 30.09.2000 respectively)

15(A) (iv). Service Charges shall be recovered in all Industrial Areas from the date of declaration of the area as developed.

15(A)(v). No Service Charges will be levied upon the allottees to whom plots have been allotted for the following purposes :

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

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

15(A) (vi) No service charges shall be levied upon industrial plot allottees in industrial areas including transferred industrial areas for the period unit remains closed after 8.1.2001 and also no interest shall be levied on old outstanding service charges for such closure period. The allottee shall intimate the closing of unit by registered A.D. letter and also provide adequate proof including power bills etc. in lieu of proof for the closure period. Units having closure period of more than six months at a stretch in one financial year shall be allowed the benefits. Seasonal units, which are closed continuously for two seasons, shall also be considered for this concession. However,

the benefit shall be allowed to allottees of industrial plots from the date of making application by Registered A.D. post after 8.1.2001.

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

(Inserted as per IDC decision vide item 12 on 8.1.2001, item 12 on 25.1.2001 and item 3 on 9.10. 2002)

15(A)(viii) In case of land allotment for setting up of School, service charges will not be recovered for initial period of three years from allotment date. Thereafter the service charges shall be recovered @ 50% of the normal rate of service charges applicable for industrial plots.

(Inserted as per IDC decision taken vide item 15 on 23.3.1996 & item 21 on 15.11.96)

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 Rs. 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 Rs. 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 Rs. 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 Rs. 250/- per annum.

(Substituted as per IDC decision taken vide item 18 and 19 on 12.7.99, item 17 on 8.7.2002 and item 30 on 23.9.2002. Inserted as per IDC decision taken vide item 12 on 9.7.98 and item 5 on 22.3.2000)

15(A)(xiv) For hotel / motel plot the rates of service charges shall be levied at two times of the rate fixed for industrial plots subject to minimum of Rs. 500/- per annum.

(Substituted as per IDC decision taken vide item 30 on 23.09.2002)

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

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

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

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

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

15(A) (xviii) The service charges shall be recovered from the plot allottees of nursing homes / hospitals at the rates fixed for industrial plot allottees in slow moving industrial areas. After change of category and in other areas service charges at 2 times the rate applicable on industrial plot allottees shall be recovered.

(Inserted as per IDC decision taken vide item 8 on 7.12.2000, item 3 on 12.7.99, item 13 on 3.6.2000 and item 31 on 23.9. 2002)

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

That the service charges will be levied on the allottee khatedars from the date on which unit/project is set up by them on the allotted plot/land notwithstanding the normal provisions of the relevant rule. In case, the vacant plot is transferred by the allottee 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 :

For maintenance of fire fighting facility in the area, Fire Station Charges (FSC) shall be levied in addition to the service charges in consultation with the industries association of the area, if any. FSC will be recovered on the same lines, the service charges are realized from plot allottees.

(Inserted as per IDC decision taken vide item 4 on 9.7.98)

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.

(amended as per approval of the IDC vide item 24 of the meeting 16.12.2009)

16(2) No premium shall be charged from allottees of industrial plot or plots allotted for any other purpose like, residential and commercial plots etc. on subletting of the plot for the purpose it is allotted for.

(Inserted as per IDC decision taken vide item 5 on 14.2.2001 and vide item 8 on 21.10.2005)

16(3) Permission for renting out part of building by allottee of nursing home/ hospital:

Plot allottee of nursing home / hospital may be permitted for sub-letting the plot or constructed building for supportive facilities to nursing home / hospital like drug store/medical shop, godown, diagnostic centre and food centre. Premium for permitting sub-letting of plots shall be charged @ 5% of prevailing rate of development charges 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 development charges of the area shall be 1.5 times the industrial rate in normal and saturated industrial areas and shall be equal to industrial rate in slow moving industrial areas. The facility for one time payment of premium equivalent to premium for six years at a time in advance shall also be available to allottees of nursing home/ hospital. However, no premium shall be charged if the supportive facilities as indicated above are provided by the allottee himself within the plot.

(Inserted as per IDC decision taken vide item 7 on 21.3.2002.)

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

- (i) The lessee can make sub-lease only after taking prior permission of RIICO.
- (ii) Every sub-lease will be treated as transfer and fees prescribed for transfer of plots will be chargeable from lessee or sub-lessee, as the case may be.
- (iii) In case where plot or part of the plot is not being sub-leased but only built up area (space) is being sub leased, a sub-lease fees equivalent to transfer fees will be charged for the built up area is sub-leased.
- (iv) Sub-lease will be permissible only for the purpose for which the plot was allotted or converted.
- (v) Sub-lease period will not exceed the remaining period of the lease originally granted to the plot allottee.

- (vi) Terms and conditions applicable to the lessee will also mutatis-mutandis apply to all sub-lessees unless otherwise specified.
 - (vii) The lessee (allottee) and sub-lessee, both will be responsible for payment of various dues to RIICO. RIICO will be free to recover it from either party.
 - (viii) RIICO will not be responsible for providing any extra infrastructure support or services to sub-lessee.
 - (ix) The building parameters available to the plot will not be relaxed in any manner. Where original plot is sub-divided and sub-leased, the parameters for original plot and sub-divided plot will be re-determined by RIICO, which may be less than what were available to the undivided plot.
 - (x) No extra ground coverage, height or FAR will be permissible on account of sub-leasing.
 - (xi) Rights and liabilities between the lessee (allottee) and sub-lessee will be determined amongst themselves and these will not be binding on RIICO in any manner. Such mutual rights and liabilities will have to conform to the rules and regulations of RIICO.
 - (xii) RIICO will not be answerable to any disputes arising between lessee and sub-lessee.
 - (xiii) Any other conditions which may be prescribed by the Corporation.
- (Amended as per IDC decision taken on 05.7.2004)**

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

17 - (A): Unutilized Land:

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

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

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

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

- (i) Sub-division of industrial, institutional (education) and supportive service plots (allotted) and after transfer of sub divided plot(s) will be

allowed only after the allottee has utilized land/plot for the purpose specified to the said land/plot. In other words, 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)*

(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 conditions and stipulations:

- a. Subsequent sub- division of sub-divided land/plots will not be permitted.
- b. *Land/Plot is not allowed to be sub-divided in more than four parts of the plot including the part being retained by the allottee. The smallest sub-divided land/plot should be of size equal to minimum 25% of area of original plot. However, while considering the request for change in land use(conversion) of part industrial plot for the purpose of setting up of a weigh bridge on said plot, the provision relating to smallest sub-divided plot area i.e. 25% of area of original plot shall be relaxed.*
- c. 500 Minimum size of the sub-divided land /plot should never be below sqm.
- d. Sub division of the land / 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.

(iii) Provided that the provisions as at 17-(B)-(ii) , above, of this Rule, will not be applicable on the plot subdivision 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 subdivided

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

- (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.

(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)

17-(B-1): Transfer Defined:

For the purpose of this provision transfer of part land/ plot (transfer of leasehold 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 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 sub-divided land / plot subsequent to sub-division of the allotted land / plot in accordance with the above mentioned provisions / stipulations etc. can be allowed on payment of a transfer fee @ 10% of the prevailing industrial rate of the industrial area concerned.

Exemptions:

The following cases will be exempt 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) wherein the transferor proprietor / partners and / or their blood relations are holding controlling shares in the new transferee firm.
- (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 means husband, wife, sons, daughters, brothers, sisters, father, mother, grand father & grand son of the allottee.
- (iii) Sub-division / transfer of unutilized land/plot under the rule will be subject to the condition that the Corporation will not be responsible to provide the infrastructure facilities viz. road, water, power, drainage, street lights etc. It will be the exclusive responsibility of the transferor/transferee to arrange the required infrastructure facilities at their own level and cost. An undertaking to this effect shall be taken from the transferor / transferee at the time of issuing permissions for transfer / sub-division under the rule.
- (iv) Transfer of part plot / land under these rules will be permitted for the same purpose for which the plot / land has been allotted.
- (v) All provisions mentioned in this rule will be applicable to all pending cases.
- (vi) The 99 years lease period would be computed from the original land allotment date in respect of cases considered/permitted under these Rules .

17-(C): Merger of plots:

Merger of allotted land/ plot(s) may be allowed, without any premium/charges, wherein the allottee proprietor / partners, in case of partnership firms / promoter directors, in case of the Companies of

the merging land /plot(s) are either same or are in immediate blood relation or having major and controlling shares in both the merging plots/units. Further sub-division of plot constituted by merger of plots as above may also be allowed as per the provisions of sub-division of allotted land / plots as mentioned above in Rule 17-(B).

17- (D) : Delegation of Powers:

The powers of sub-division of allotted land/plot will be exercised as follows:

(a)	For cases of land allottees having land/plot area upto 5 acres located in the industrial areas falling under jurisdiction of districts which are Divisional Headquarters and Alwar district.	Committee headed by MD. The concerned Unit Head shall be the member Secretary and Advisor (Infra.), DTP/ Manager (Planning) would be members of Committee.
(b)	For cases of land allottees having land/plot area above 5 acres located in the industrial areas falling under jurisdiction of districts which are Divisional Headquarters and Alwar district.	IDC
(c)	For cases of land allottees having land/plot area upto 10 acres located in the industrial areas not falling under jurisdiction of districts which are Divisional Headquarters and Alwar District.	Committee headed by MD. The concerned Unit Head shall be the member Secretary and Advisor (Infra.), DTP/ Manager (Planning) would be members of Committee.
(d)	For cases of land allottees having land/plot area over 10 acres located in the industrial areas not falling under jurisdiction of districts which are Divisional Headquarters and Alwar district.	IDC

(Amended as per approval by the IDC vide item 22 of its meeting held on 15.4.2008)

18. TRANSFER OF PLOT AND CHANGES IN CONSTITUTION

18(a) Transfer defined:

For the purpose of this provision transfer of plot (transfer of leasehold 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 or any other allottee/lessee as the case may be.

Notes:

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

(a-i) Transfer of interest in Firm:

If, at any stage holding / ownership interest of the proprietor/ promoter partners, who were there in the firm at the time of plot/land allotment as the case may be, goes down below 51% in the firm, the same will be treated as transfer of allotted plot for the purpose of these rules & transfer fee as prescribed below will be charged.

(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.

18(b) Transfer Fee:

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

Table-1

Category of Industrial Area	Rate of Transfer Fee
Unsaturated	1% of industrial rate of development charges
Saturated	2% of industrial rate of development charges.

- (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 development charges of the industrial area concerned for the plots allotted for industrial, educational institutions and supportive services purposes. However for residential and commercial plots the said transfer fee (transfer of the vacant plots) will be 1.5 and 2 times the above fee, respectively.
- (iv) In the cases where plots/land has been/allotted to the khatedars, concerned in lieu of the cash compensation, transfer fee for transfer of vacant plots also will be the same as mentioned at S.No. (i) and (ii), above in this sub rule.
- (v) In cases where in transfer of a vacant plot is being made by a defaulter allottee then the chargeable transfer fee in such cases will be 1.25 times the transfer fee as applicable for the regular cases and as mentioned at S.No. (iii) above.

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 wants to carry out the business in changed name and / or style (converting into proprietorship firm/ partnership Firm/ Company as the case may be) provided the original proprietor/partners and / or their blood relations hold major share holding in the new set-up.
- (vi) If an allottee private limited / public limited company continues to carry out the business in its name irrespective of making changes in their board of

director or carry out the business in the name of the company permitted by re-placing the name of existing company.

- (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 company. *(inserted as per approval of the IDC vide item 28 of its meeting held on 30.7.2010.)*

18(d) Explanations and Notes:

- (i) Existing partners / promoters means partners / promoters existing at the time of plot allotment.
- (ii) Blood relations means husband, wife, sons, daughters, brothers, sisters, father, mother, grand father & grand son of the allottee.
- (iii) Transfer of the plot under the rule will be subject to the condition that the Corporation will not be responsible to provide any infrastructure facilities viz. road, water, power, drainage, street lights etc. It will be the exclusive responsibility of the transferor/transferee to arrange the required infrastructure facilities at their own level and cost. An undertaking to this effect shall be taken from the transferor / transferee at the time of issuing permissions for transfer under the rule.
- (iv) Transfer of plot / land under these rules will be permitted for the same purpose for which the plot / land had been allotted.
- (v) Computation of transfer premium would be done as per the rate prevailing on the date of payment made by the allottee.
- (vi) All provisions as have been mentioned in this rule will be applicable on all pending cases. However the cases wherein transfer premium has already deposited shall not be reopened.
- (vii) Transfer of plot by concessional category candidate to same category (as defined in Rule 3) or transfer of plot after five years from the date of commencement of commercial production to general category shall be allowed (under rule 18 above), without recovering rebate granted on allotment, otherwise the amount of concession allowed at the time of allotment shall also be recovered with interest from the date of allotment to the date of payment. The period of possession remained with financial institution or the unit remains closed after production shall be treated in the 5 years period. However, provision of rule 18 shall also be observed in such cases.
- (viii) The transferor of the plot would submit No Objection Certificate from the secured charge holders to whom the title deed has been mortgaged. A specific condition shall be laid down in the letter of transfer that, RIICO shall not be liable for any dues of Government Departments / Organizations / Companies or Financial Institutions.

- (ix) Entrepreneurs belonging to Ex-serviceman and War Widows category may be allowed to take blood relatives in partnership provided the allottee eligible for concession holds major share in partnership (minimum 51%) both in capital and distribution of profits.
- (x) The Sr. DGM / Sr. RM / RM are fully authorized to permit change in constitution and transfer of land under Rule 18.
- (xi) The allottees seeking / informing changes in the constitution of firms/companies or transfer of plot shall submit the letter alongwith registered documents, related to the changes/transfer.
- (xii) In case of change in constitution of firm / transfer, stamp duty if payable under the stamp laws in Rajasthan, the same will be borne by the allottee concerned.
- (xiii) Khatedar allottee shall be permitted to transfer the vacant plot.
- (xiv) The transferee who has purchased the land/plot from the khatedar allottee shall not be permitted to transfer the vacant land.

(Inserted/amended as per decision taken by the IDC on 16.3.2001, 20.05.2004 & 21.10.05 and vide item 12 of its meeting held on 27.10.08. Further amended vide item 5 of the meeting held on 30.7.10)

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

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

18(f) Exchange of Plots:

(f-i) Mutual Exchange of Plots:

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

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

- (a) In case of plot allotted through normal procedure and the plot allottee is not in position to commence activities due to land dispute, then equivalent size vacant plot may be allotted on original allotment rate in the same area provided the area is non-saturated industrial area and if no such plot is available in the said industrial area, then he may be given an option to take a plot in other non-saturated industrial area.
- (b) In case of plot allotted in auction or under TBAY goes under dispute then plot will not be exchanged and the deposited money can be refunded to the party alongwith interest with the approval of CMD. In saturated industrial

areas plots are auctioned after fixing the reserve price depending upon the location of plot and the plot is auctioned on 'as is where is' basis. However, on the request of party for allotment of alternate plot in other non-saturated industrial area, plot may be allotted on the rate of development charges prevailing in the area and the money deposited against the disputed plot would be adjusted against the new plot.

- (c) In case of plot allotted through normal procedure but at the time of resolving the dispute the industrial area becomes saturated, in such cases plot will not be exchanged in the same area and deposited money will be refunded with interest with CMD approval. However, on the request of party for allotment of alternate plot in other non-saturated industrial area, plot may be allotted on the rate of development charges prevailing in the area and the money deposited against the disputed plot will be adjusted against the new plot.
- (d) In this policy, only those plots will be considered under dispute wherein competent court has granted stay or there is trespass of religious nature due to which the allottee is not able to carry out the activities in the plot.
- (e) The cut off date for seeking the relief will be two years from the date of execution of lease deed or the date of plot possession taken, whichever be earlier. In case of delay, only deposited money will be refunded considering the plot allotment as cancelled or surrendered.
- (f) In case area of the offered plot in the same area is more than the area of plot allotted earlier then development charges for the excess area will be levied at the prevailing rate in the area. However, in case of deficit, in the area of offered plot, development charges for the deficit area will be returned at the original rate of allotment alongwith interest as per the Corporation policy.
- (g) In case the rate of development charges of the plot offered in exchange in other area is more than the rate of allotment of original plot then the allottee will pay the difference in development charges, however, in case the rate of development charges is less, then the Corporation would refund the amount at the original rate of allotment alongwith interest as per the policy.

(inserted as per decision taken by IDC on 27.12.2004)

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

Further, plots allotted in Business Campaigns may be allowed for exchange by the unit head with vacant plot in the unsaturated industrial area on payment of a fee @ Rs.5/- per sqm. provided the rate of development charges in the area is unchanged. If the request for exchange of plot in the same area is accepted then the allottee shall not be charged on account of service charges and economic rent for the financial year during which the plot exchange has been allowed, for the exchanged plot if economic rent and service charges have been paid for the earlier plot. Any case of exchange of plot in saturated industrial areas will be decided by IDC. In case of allotted plot under depression or near to polluting unit, plot exchange will be permitted at the

level of Executive Director subject to payment of fee @ Rs.5/-per sqm. All the cases of exchange of plot relating to industrial areas Bhiwadi, Chopanki and Khushkhera will be decided at HO Level.
(inserted as per decision taken by IDC on 12.8.2005)

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

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

- (i) Service charges, economic rent and interest on unpaid service charges and economic rent till the date of surrender/cancellation of plots will be deducted from the refundable amount.
- (ii) Security deposit/ amount of keenness money will stand forfeited.
- (iii) Deduction of development charges irrespective of date of plot allotment will be made as under:

(iii-a) Consequent upon surrender of the allotted plot (s):

Table-3

S.No.	Particulars	Deduction of the development charges
1.	Saturated industrial areas	Nil
2.	Un-saturated industrial areas:	
	(i) in case surrender is made within one year of allotment	20 % of the net cost of the plot/land (development charges)
	(ii) In case surrender is made after one year of allotment	10 % of the net cost of the plot/land (development charges)

(iii-b) Cosequent upon cancellation of the allotted plot(s):

Table-4

S.No.	Procedure of plot allotment	Deduction of the development charges
1.	Plot sold by normal allotment	Nil
2.	Plots sold by auction or under Tatkal Scheme	6.25% of the total sale price (development charges).

- (iv) The interest received will not be refunded and outstanding interest till the date of plot surrender or cancellation will be recovered and deducted from refundable amount of development charges. (The policy is amended as per IDC decision taken vide item 8 on 20.5.2004)
 - (v) Dispatch of the cheque of refund of amount sent by registered A.D. post should be considered as refund of the amount under RIICO Disposal of Land Rules, 1979 irrespective of non- encashment or returning of the cheque by the concerned party to the Corporation. The money shall be refunded only after the possession of the land is handed over by the party or possession is taken as per orders of the competent court / authority or deemed possession of the vacant plot.
- (Substituted as per IDC decision taken vide item 8 on 10.12.2001 and item 8 on 27.12.2002. Inserted/amended as per item 31 of IDC meeting held on 10.2.2010)**

(g-i) Conditional Surrender:

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

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

In case allottee Khatedar surrenders allotted plot, the amount of cash compensation may be paid as per award without interest after recovering outstanding dues towards economic rent and interest thereon and other dues, if any, till the date of surrender of the plot/land.

(Inserted as per approval of IDC vide item 14 of its meeting held on 27.10.2008)

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

Table-4

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

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

18(h-i) Where an entrepreneur is desirous of getting a plot / plots allotted in any of the Industrial Area of RIICO in lieu of his/her allotted plot / plots in a industrial area, the entire amount deposited by the entrepreneur on account of Security Money and Development Charges 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.

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:

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

19. HOUSING IN INDUSTRIAL PLOTS

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

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

Note: However, the plot allottees will take due care to ensure that there is no danger of any kind on the health or lives of inhabitants of the residential accommodation from within or adjoining industries and the Corporation shall not be responsible for any mis-happening in this regard. Also the Corporation shall not provide any additional facilities to the residents.

(Inserted as per IDC decision taken vide item 18 on 8.8.2000 item 18 on 8.8.2000)

20. BUILDING REGULATIONS

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

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

- 1. Approval of layout plan of the industrial areas and changes / modification / revision / subsequent changes therein and all related matters.
- 2. Changes in status of any of the land at any industrial area e.g. conversion from industrial land to open land, service land, commercial land, residential land, conversion from open land to industrial land, commercial land, residential land, services land, conversion from service land to industrial, open, commercial, residential and for other purposes etc., and vice-versa.

(Inserted as per IDC decision taken vide item 8 on 30.12.1996)

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

- (i) sub-division of plots.
- (ii) reconstitution of plots.
- (iii) relaxation in set backs upto 10,000 sqm. plot area, maintaining front set back as per the scheme.
- (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.

(Inserted as per IDC decision taken vide item 5 on 9.7.1998 & item 21 & 29 on 13.11.2000).

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

1. Change in land use of allotted industrial plot or part thereof for commercial or other purposes other than residential and change of land use of allotted industrial or commercial plots for setting up of petrol pumps or petrol pump filling station cum service station may be allowed and approved by a committee constituted of Advisor (Infra), DTP and concerning unit head under chairmanship of ED subject to fulfilling of the prescribed norms.
2. Allottee of industrial plot desirous of change in land use may apply to RIICO office in prescribed format, after 3 years of plot allotment, alongwith plans and utilization proposal of the plot, and non-refundable processing fee of Rs. 1,000/- in case of saturated industrial areas or Rs. 500/- for non-saturated industrial areas. The applicant would also indicate the proposed investment plan and detail as to how best the benefits under the New Investment Policy can be availed by him.
3. The allottee shall pay all land dues before making application for change of land use and shall submit NOC from the concerned financial institutions if the lease deed had been mortgaged.
4. Conversion charges for considering change in the land use of an allotted industrial land for commercial purposes including for petrol pump:

Table-1

	Type of Industrial Area	The rate of conversion charges w.e.f. 3rd Nov., 2004
a.	Saturated industrial areas	3 times the prevailing development charges of the industrial area, concerned.
b.	Normal industrial areas	2 times the prevailing development charges of the industrial area, concerned.
c.	Slow moving industrial areas	1 time the prevailing development charges of the industrial area, concerned.

(Conversion Charges Rates revised as per IDC decision vide item 18 on 12 Oct., 2004).

5. For allowing the change of land use of allotted or converted commercial plots for setting up of petrol pump subject to fulfilling the prescribed norms and parameters, following conversion charges will be levied:

Table-2

Setting up of petrol pump on converted commercial plot	A token amount (lump sum) of Rs.100/- will be charged.
Setting up of petrol pump on commercial plot allotted in auction prior to 24.9.2003	No conversion charges will be levied.

Setting up of petrol pump on commercial plot allotted in auction on or after 24.9.2003	Conversion charges worked out as difference in rate of four times minus the rate finally paid by the allottee in multiple of industrial rate prevailing at the time of auction of the commercial plot and multiplied to the present industrial rate of the area, will be levied.
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6. In case of any institutional plot or plot allotted for any purpose other than commercial, change of land use for setting up of petrol pump will be considered at par with industrial plot.
(Inserted as per IDC decision taken vide item 4 on 10.11.2004)
7. Land use conversion charges for the cases involving change in land use of an allotted industrial plot for educational /training institutes purposes will be as under:

Table-3

Broad Classification	Sub Classification	Conversion Charges
Change of land use of an allotted industrial plot/ land for educational /training institutes purposes. Note: The educational/training institutes will bear due clearances of the statutory bodies concerned, and will be in conformity of their norms.	(a) For the educational institutes (the institute which imparts degree/ diploma) purposes.	0.25 times the prevailing development charges of the Industrial Area concerned
	(b) Industrial Training Institutes (ITI) and Polytechnic College	0.25 times of the prevailing development charges of the Industrial Area concerned.
	(c) Other training Institutes imparting certificate courses (Vocational courses etc.) but excluding ITIs etc.	At par with commercial conversion i.e. 3 times the prevailing industrial rates.

- 7.1 The change of land use of allotted industrial plot from industrial to institutional would be allowed and approved by the committee of Advisor (Infra), DTP and concerning unit head under chairmanship of ED subject to fulfilling of the prescribed norms.

(Inserted as per IDC decision taken vide item 12 on 21.10.2005 and further as per approval by the IDC vide item 14 of its meeting held on 19.6. 2009)

8. Land use conversion charges for permitting the change in land use in the following nature of cases will be as mentioned in Table-5, below:

- a. Nursing Home/Hospital/ Spa & Nutrition Institute to commercial use.
- b. Nursing Home/Hospital/Spa & Nutrition Institute to industrial use
- c. Industrial to Bio-Tech Educational Institute use.
- d. From a specified Commercial use to other commercial use (fulfilling the criteria of building regulations)
- e. For permitting restricted commercial use of an industrial plot allotted for setting up of an automobile repairs and service center.
- f. Industrial to Nursing Home/Hospital use.

Table-4

S.No	Nature of the case	Recoverable charges
a.	Nursing Home/ Hospital/ Spa & Nutrition Institute to commercial use	2.5 times the prevailing development charges of the industrial area, concerned.
b.	Nursing Home/ Hospital/ Spa & Nutrition Institute to industrial use.	No conversion charges to be levied.
c.	Industrial to Bio-Tech Educational Institute.	No conversion charges to be levied.
d.	From a specified Commercial use to other commercial use (fulfilling the criteria of building regulations)	Three times the prevailing rate of Development Charges minus the rate paid at the time of the allotment. However the rate so worked out will never be below 25% of the prevailing rate of development charges of the industrial area concerned.
e.	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 3 times the rate of development charges of the industrial area concerned upto 25% of the plot area. • In case of violation of the ceiling of 25% of the total plot area to be put to commercial use, the allottee will be liable to pay the conversion charges at three times the rate of development charges 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

		10% payable conversion charges as above.
f.	Industrial to Nursing Home/Hospital use.	(i) <u>In un-saturated industrial areas:</u> 0.5 times the prevailing industrial rate. (ii) <u>In saturated industrial areas:</u> 1 time of the prevailing industrial rate.

Note: The charges for change in land use as above, under para (8) of the rule, will apply to all the cases of land allotment for the purposes mentioned therein.

8.1 Conditions applying on case no (e) of the above table:

- (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 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 mts.

(Inserted as per IDC decision taken vide item 3 on 20.1.2007 and further amended as per decision of the IDC vide item 15 of its meeting held on 27.2.09 and further as per approval by the IDC vide item 14 of its meeting held on 19.6. 2009. Item 'f' in the table-5 above, inserted as per approval by IDC vide item 12 of the meeting held on 15.9.2009)

8.2 : Permission to use an industrial plot for Warehousing purposes:

- (i) The allottee of an industrial plot will be permitted to use his plot for captive warehousing purposes without payment of any additional charges. However, the above captive use of the plot for the said purpose will be allowed maximum 50% of the plot area.
- (ii) In case the entire industrial plot is being used for warehousing purposes, without any industrial activity or it is not covered under the category of captive use as defined as above at (i), such activity shall be classified/ treated as commercial warehousing and therefore, the charges shall be applicable as mentioned hereunder. However, said charges will be leviable on the built up space actually being used for warehousing purposes and not for the entire plot area.
- (iii) Charges for permitting use of an industrial plot for warehousing purposes will be as under:
 - (a) For new applicants

One time of the prevailing development charges of the industrial area concerned on the basis of built up space actually being used for warehousing purposes.

- (b) For regularization of existing warehousing activity in industrial plots:
1.25 times the prevailing development charges of the industrial area concerned on the basis of built up space actually being used for warehousing purposes.

(amended as per item 24 of the IDC's meeting held on 16.12.2009)

8.3: Conversion of Land Use of part land of an industrial plot for the purpose of setting up of Weigh Bridge will be permitted observing requirement of minimum area i.e. 510 Sq. Meter for the same as well as other technical parameters as prescribed in the building regulations of the Corporation. For this purpose the conversion charges shall be recovered from allottee being treated as commercial purposes. The said conversion will be permitted notwithstanding with requirement of Rule 17-B(ii) which inter-alia provides that smallest sub-divided plot should be of size equal to minimum 25% of area of original plot.

(inserted as per item 24 of the meeting dt 16.12.2009)

8.4: Permission to set up an Hotel on an allotted industrial plot:

An industrial plot located in general industrial area or in product specific Industrial Park, EPIP or product specific zone like IT/Electronic Zones etc. of the EIPs or otherwise also, can be permitted to be used for setting up of hotel without going for any change in land use for commercial purposes of the plot. In other words, for this facility the allottee concerned will not be required to pay any conversion charges. However, the allottee concerned will have to pay differential development charges worked out at the prevailing industrial rates less the development charges already paid at the time of allotment of the plot. The differential development charges as mentioned above would form part of the development charges (cost of industrial land) as updated at par with the development charges for the industrial land calculated at the rate of industrial area concerned and as may be prevailing at the time of seeking such permission.

The above permission will be subject to observing the technical norms / building parameters etc. as are relevant to the hotel set up in the rules and also the requisite clearances from the statutory authority / bodies, if any required.

In EIPs the above permission will also be subject to the condition that the allottee concerned will commit for earning of specified percentage of foreign exchange through the Hotel activity.

8.5: Permission to set up a Hotel on an institutional plot:

Permission to set up a hotel on an institutional plot may be granted on payment of differential development charges calculated at the prevailing industrial rate (-) the development charges already paid for the institutional plot (industrial development charges + conversion charges in case of land use conversion cases).

The above permission will be subject to observing the technical norms / building parameters etc. as are relevant to the hotel set up in the rules and also the requisite clearances from the statutory authority / bodies, if any required.

8.6 Permission to set up petrol retail outlet and weigh bridge in industrial plots as a service enterprise.

- a) A weigh Bridge may be permitted in part or full industrial plot as a service enterprise and supportive use, without any additional payment/charges.
- b) A petrol pump may be permitted in part or full industrial plot as a service enterprise and supportive use, without any additional payment/charges.

For permitting the weigh bridge and petrol pump as above, the relevant building regulations/norms/byelaws etc. will be observed as per RIICO Disposal of Land Rules, 1979 and also the norms of the relevant statutory bodies. The above permission will be considered by the competent committee headed by M.D. constituted for permitting land use conversion of allotted industrial plots.

(Inserted as per approval by IDC , item 8 of the meeting dt. 16.12.2009 and item 12 and 25 of the meeting dt. 15.4.2010 and item 15 of meeting dt 28.5.10)

- 9. The allottee shall follow all prescribed parameters, building regulations, town planning norms and terms and conditions as prescribed by the Corporation.
- 10. As per the guidelines issued vide the Office Order No. 37/2003 dated 24.9.2003 if the requisite charges related to the change in land use are not deposited within a period of three months from the date of approving the change in the land use, then the approval/permission for change in land use will automatically lapse and in such cases no further correspondence or request will be entertained for the next three years. However time extension for depositing the requisite conversion charges beyond the prescribed three months period can be granted as per the following authorization and on payment of interest at the rates mentioned here under:

Table-5

upto 12 months	with interest @ 12% per annum for the extended period.	By the Unit Head
Beyond 12 months	with interest @ 14% per annum for the extended period.	By Managing Director

Note: If the applicant still fails to deposit the charges by the extended time period then the above mentioned provisions of the policy/guidelines for debarring the applicant for applying for change in land use for the next three years will apply to the case.

(Inserted as per approval by the IDC vide item 40 of its meeting held on 15.4.2008. Amended further as per approval by the IDC vide item 14 of its meeting held on 19.6. 2009)

11. Following riders/conditons will be observed while considering the change in land use:
 - (i) Change in land use of allotted industrial plots would not be allowed of vacant plots. In other words, the allottees of industrial plot those have not set up an industry will not be permitted to change the land use to non-industrial purposes.
 - (ii) Change of land use of the allotted plots for commercial/institutional purposes as permitted under this rule will be considred 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 criteria 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.
(amended as per approval by the IDC vide item 14 of its meeting held on 19.6 . 2009)
 - (iii) Land use for non-industrial purpose may be restricted up to 15% of the total scheme area of the industrial area concerned.
 - (iv) Parking space requirements and other traffic parameters will be strictly observed as per JDA/Local Bodies norms
 - (v) Marriage Hall/Garden and an independent Banquet Hall will not be permitted while considering change in the land use for commercial purposes:
 - (v) Time period for utilizing the allotted plot for the changed purposes will remain the same as allowed /available for the allotted plot and the construction related to the changed land use will be carried out as per the approved plans/maps.

(Inserted as per approval by the IDC vide item 31 of its meeting held on 15.4.2008 and further as per approval by the IDC vide item 14 of its meeting held on 19.6. 2009/i item 11 of the meeting 15.9.2009)

12. As a relaxation in the clause (2) and 11(i) of this rule, applications for the change in land use can be entertained even before 3 years of the land allotment *and also for the vacant plots but on the following additional payments:

Table-7

1.	If the application is made upto 1 year of land allotment and original project is not set up.	additional 30% conversion charges to be levied for making the application before the prescribed time limit plus 15% for conversion of vacant plot. Thereby total 45% additional conversion charges will be leviable.
2.	If the application is made after 1 year of the allotment and upto 2 years of such date and original project is not set up.	additional 20% conversion for making the application before the prescribed time limit plus 10% for conversion of vacant plot. Thereby total 30% additional conversion charges will be leviable.
3.	If the application is made after 2 years of the allotment and upto 3 years of such date and original project is not set up.	additional 10% conversion charges to be levied for making the application before the time limit plus 5% for the conversion of the vacant land. Thereby total 15% additional conversion charges will be leviable.
4.	If the application is made after 3 years and upto 5 years of such date and original project is not set up.	(i) For application, no additional conversion charges as per existing rules. (ii) for conversion of vacant land, 5% additional conversion charges.

Note: *The Relaxation related to land use conversion of the allotted vacant plots under the above sub- rule is applicable to the conversion cases for educational institutions purposes only .

(Inserted as per approval by the IDC vide item 31 of its meeting held on 15.4.2008 and further insertion as per approval by the IDC vide item 14 of its meeting held on 19.6. 2009. Inserted/amended as per approval of the IDC vide item14 of the meeting held on 15.9.2009)

Note : Detailed guidelines in this regard have been issued separately.

(Inserted as per IDC decision taken vide item 5 on 20.9.2003)

21. TIME PERIOD FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION ACTIVITIES AND COMMENCEMENT OF PRODUCTION ACTIVITIES

- 1) As a general provision, an allottee would be required to have construction activities completed within a period of two years and production activities started within a period of three years **from the date of possession or from the date of lease deed execution, whichever is earlier(** see foot note also).*
- 2) In cases of plot/land allotments in NCR made on or after 19.5.2006 the allottees as a specific provision would be required to commence construction activities within 6 months, complete the construction within 18 months and start production within 24 months, respectively, from the above dates(* and **). (Inserted as per the Office Order No.6/2006 dated 24.5.2006).
- 3) In cases of plot/land allotments made prior to 2.6.2004, allottees as a specific provision would be required to commence production activities within a period of five years from the above dates (* and **), which is the then provision of the rules.
- 4) **The time limit for commencing production/construction of dwelling unit/commercial establishment shall not apply to khatedar allottees. However, the time period prescribed for setting up the industry/dwelling unit/commercial establishment as per rule, shall be binding upon the transferee who has purchased the land from the khatedar allottee. The relevant date will be the date of transfer.*
 - * The above amendmended proviso shall be available to the existing allottee khatedars also . However, the cases already decided as per provisions existing prior to the above amendment shall not be re-opened.*
 - (Inserted as per the Office Order No.14/2008 dated 19.11.2008. Further amended and inserted as per approval of the IDC vide item 5 of its meeting held on 30.7.2010).*
- 5) Commencement of construction activities would mean concrete laid in foundation trenches for the structure covering at least 20% of the plot area.
- 6) For this purpose the completion of construction would mean coverage of atleast 20% of the plot area with a pucca structure where roof has been built up.
- 7) In case of the following industrial units requirement of 20% constructed 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 constructed 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 Gamala & Jali products.
 - (c) Wool Processing Industries.
 - (d) Mineral Grinding Units.
 - (e) Salt Grinding.
 - (f) Fly Ash based Industry.
 - (g) Bio Mass based Power Plant
 - (h) Herbal Extract Purified Derivatives Bulk Drugs Projects
- 8) *In case of IT industries and all other such set ups where in vertical development has been permitted in the rules i.e FAR is prescribed, above condition related to completing/achieving minimum 20% construction of plot area will be read as completing/achieving minimum 20% of the permitted FAR instead of the plot area.*
 - (Inserted as per the decision taken by IDC vide item 4 on 30.4.2007 and item 14 of the meeting held on 19.6. 2009 and item 21 of 10.2.2010 and 11 of the meeting held on 15.4.2010. Ameneded vide 5 of the metting held on 30 7.10).*
- 9) The allottee shall intimate by registered letter to the Corporation about the activities after commencement of construction, completion of construction and commencement of production activities in the plot which would be recorded subject to the verification by the unit head, concerned.

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

(Amended as per IDC decision taken vide item 3 on 20.05.2004)

**22. DELEGATIONS
FOR LAND
ALLOTMENT**

Allotment shall be made in the following manner:

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

(Substituted as per IDC decisions taken vide item 12 on 13.11.2000 and item 21 & 29 on 13.11.2000)

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

23-A Time extension for payment of development charges:

On request of the allottee, time extension for payment of balance development charges/ instalment of development charges beyond prescribed period, may be granted on payment of interest at the prescribed rate. Delegations in this regard are as under:

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

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

In case of default in payment of other dues (economic rent, service charges etc.) or breach of terms and conditions of lease deed / allotment letter, unit heads

shall have full powers to grant time extension for payment of dues with interest / regularization charges or on removal of breach.

(Substituted as per IDC decision taken vide item 8 on 27.12.2002.)

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

On the request of plot allottee time extension for commencing the activities may be granted on payment of retention charges, as under:

1. Unit heads (Sr. DGM / Sr. RM/ RM) are delegated powers for granting the extension in cases of plot allotments made upto 9.5.2005 for a maximum period of 2 years at a time and not exceeding 5 years beyond prescribed period of 3 years or till the industrial area is declared saturated, whichever is later.
2. Executive Director with retention charges can grant further extension upto 5 years.
3. M.D. shall have full powers for allowing extension, with retention charges.
4. The above provisions shall not apply to those allotment cases where a specific condition for non levy of retention charges has been stipulated in the allotment letter itself.
5. In case applications of an NRI or overseas company is pending for FIPB clearance at the time of allotment of plot, extension may be granted, without retention charges till FIPB clearance of his case or for six months beyond the scheduled period, whichever is less.
6. Rate of retention charges will be 0.50% of prevailing rate of development charges per sqm. per quarter or part thereof. The retention charges shall be calculated at the rate applicable on the date of payment made to RIICO. (Rate reduced as per IDC decision taken vide item 3 on 20 May, 2004)
7. 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. For the plot transferred after commencement of production there shall be no limitation for re-starting the production activity. But 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)**

8. The rules will also apply to the allottees of residential & commercial plots for granting time extension and levying retention charges. However, rate of development charges for computing retention charges shall be 1.5 times of industrial rate prevailing in the area, in case of residential plots and 2 times the prevailing industrial rate for commercial plots.

(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.)

9. However, in cases of land allotment made after 9.5.2005 time extension for completion of construction / commencement of production activities would be considered on payment of retention charges at prescribed rates, as under:
 - (a) Regional Unit Heads, upon receipt of application from the allottee, may grant the extension for one year at a time and upto the maximum for a period of one year in Category-A, Two years in Category-B and three years in Category-C industrial areas, (categories for this purpose to be decided with the approval of CMD), from the stipulated date for completion of construction activities and commencement of production activities (as the case may be), on payment of retention charges @ 0.75% and 0.5% respectively of the rate of development charges prevailing in the area per sqm. per quarter delay. In case Regional Unit Head does not grant such extension applied for, then allottee may appeal to ED against such refusal within 15 days of the refusal.
 - (b) Further extension beyond that granted by Regional Unit Head as above may be granted by the ED RIICO in HO on receipt of application from the allottee for one year at a time and upto the maximum for a period of two years in Category-A, three years in Category-B and five years in Category-C industrial areas, (categories for this purpose to be decided with the approval of CMD) for completion of construction activities and commencement of production activities (as the case may be), on payment of retention charges @ 1% and 0.75% respectively of the rate of development charges prevailing in the area per sqm. per quarter delay. No further extension beyond the maximum periods specified here in above would be granted and that at the end of such extended period if the condition (completion of construction activities/ commencement of production activities) has not been met, then the plot would be liable for cancellation. In case ED does not grant extension then allottee may appeal against such refusal within 15 days of the order of refusal and such appeals would be put up to IDC for consideration.
 - (c) Unit Heads shall issue notice as wake up call to plot allottee six months before expiry of the stipulated/ extended period for completion of construction activities/ commencement of production activities. The

allottee may be advised to either fulfill the condition of completion of construction activities/ commencement of production activities by the stipulated time, or to get the stipulated period extended from competent authority as above with payment of retention charges, failing which the plot would be subject to cancellation.

- (d) Application for extension would be decided by the competent authority within a period of 30 days from the receipt of application.

(Inserted as per IDC decision taken vide item 7 on 25.04.2005)

10. Computation of retention charges would be done as per the rate prevailing on the date of payment made by the allottee. *(Inserted as per IDC decision taken vide item 6 on 16.3.2001)*

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

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

- (i) Committee - I comprising of Advisor (Infra), Advisor (A&M), FA, all 3 GMs, Addl. G. M. (Civil) and Company Secretary (Convenor) under chairmanship of Executive Director shall decide the following cases of waiver / reduction, having financial implication upto Rs. 2,00,000/-:

- (a) Interest on outstanding development charges, economic rent and service charges.
- (b) Retention charges
- (c) Rent / interest on rent of building let out by the Corporation
- (d) Penalty in water bills due to non-payment in time.
- (e) Premium/ interest on premium levied upon allottee for sub-letting the premises.
- (f) Penalty on service charges for non-payment of service charges in time.

The Committee shall have quorum of 3 officers.

- (ii) Committee-II comprising of Advisor (Infra), Advisor (A&M), FA (Convenor), all 3 GMs, AGM (Civil) and Company Secretary under chairmanship of CMD shall decide the cases of waiver / reduction mentioned in above para having financial implication more than Rs. 2,00,000/- The Committee shall have quorum of 5 officers. However, CMD may also exercise the powers without Committee's recommendations in deserving cases for reasons to be recorded in writing.

- (iii) The Committee-II under chairmanship of CMD shall also decide the following matters / cases irrespective of amount of financial implication involved:

- ◆ Transfer premium for transfer of part land if the unit is exclusively financed by RIICO by way of term loan and the loanee intends to clear term loan dues under one time settlement by way of sale of part land under Rule 17B.
- ◆ The cases of charging simple interest on outstanding dues of plot / shed allotted before 30.9.75 and to waive recovery of panel interest or grant

rebate in rate of interest on outstanding dues of plot / shed, if allottee is prepared to pay all the outstanding dues in lump sum.

- ◆ The cases pending in the courts for out of court settlement with parties.

CMD is also authorised 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 item15 on 6.6.05).

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

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

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

24(1). CANCELLATION

The Corporation shall have the right to cancel the plot allotment after issuing a 30 days registered AD show cause notice to the allottee by the concerned Sr. DGM / Senior Regional Manager / Regional Manager for breach of any of these rules, condition of allotment letter or terms of lease agreement. The powers of plot cancellation shall vest in Sr. DGM / Sr. RM / RM of the unit.

In show cause notice the allottee would be asked to show cause why the plot allotment should not be cancelled, lease deed of the plot should not be terminated and plot should not be taken in possession, in view of the default committed by the allottee. In the notice it would also be clarified that, the said default shall be condoned only on payment of interest/retention charges or removal of breach of terms and conditions / its regularisation. In case of no response or reply to the show cause notice without commitment for deposition of dues, for regularisation of delay / default or removal of breach of terms and conditions by the allottee, allotment of plot should be cancelled terminating the lease-deed of plot. In cancellation letter party shall be asked to hand over possession of land within 7 days and take refundable amount from RIICO and it shall also be intimated that, in case of failure to hand over the possession in time, the plot shall be deemed to have been taken into possession treating the allottee as unauthorised occupant on the land. 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 or deemed possession of vacant plot or possession being handed over by the party, cheque of refundable amount shall be sent to the party. Original receipt shall not be demanded from the party.

(Amended as per IDC decision taken vide item 20 on 7.12.2000 and item 8 on 27.12.2002)

24(2). REVIEW / APPEAL: The power of review and appeal shall be exercised as follows:

(a) Review: Review against cancellation shall lie to the competent authority who has issued the cancellation orders.

(b) Appeal:

- (i) In case of cancellation of plot upto 2 acres, the appeal shall lie to the Advisor (Infra).
- (ii) In case of cancellation of plot upto 5 acres, the appeal shall lie to the Executive Director.
- (iii) The Managing Director of the corporation shall have the full powers in all cases.

Limitation for filling review / appeal shall be one month from the date of issue of cancellation orders. The powers for accepting the review / appeal beyond the

prescribed period of 30 days, for the reasons to be recorded in writing, would however, vest with the authorities competent for restoration / extension.

24(3). Policy for restoration of cancelled plot:

Any cancelled plot which is still in possession of the party or plot possession has been taken by the Corporation but deposited money has not been refunded by the Corporation and the plot is not re-allotted, then it may be considered for restoration by Sr.DGM/SRM/RM as per the following policy:

24(3)A. Industrial / Residential/ Educational Institutes/Industrial Training Institutes plots allotted through normal procedure:

- (i) Cancellation of plot due to default in payment of 75% development charges or 3 or more consecutive instalments: Restoration of plots shall be done on payment of outstanding development charges alongwith interest and additional development charges @ 1/3rd of difference in prevailing rate of development charges and allotment rate.
- (ii) Cancellation of plot due to default in payment of less than 3 consecutive instalments of development charges: Restoration of plots shall be done on payment of outstanding instalments of development charges alongwith interest and additional development charges @ 10% of difference in prevailing rate of development charges and allotment rate.

Note: However, while restoring plots as above, the amount of development charges (on original rate) + interest on outstanding development charges + additional development charges towards 1/3 or 10% of difference of the rates shall be limited to development charges on prevailing rate + 25% development charges on the then allotment rate. The outstanding service charges, economic rent and interest thereon, if any, upto the date of restoration shall be waived.

- (iii) Plot cancelled due to non-payment of service charges and economic rent in time: Restoration can be done on payment of outstanding dues alongwith interest and additional penalty amount equal to 25% of principal outstanding dues of service charges and economic rent.
- (iv) Cancellation of plot due to the reasons other than mentioned above (like delay in commencement of production etc.): Restoration shall be done on payment of retention charges / other charges, as applicable / re-compliance of terms of allotment and lease deed on violation of which the plot was cancelled, and on payment of additional development charges @ 5% of the rate of development charges prevailing in the area.
- (v) Educational Institutes/Industrial Training Institutes plots are placed at par with the industrial plots for this purpose.

24(3)B. Industrial / Residential / Commercial / Educational Institutes/Industrial Training Institutes plots allotted through auction or industrial / residential plots under TBAY:

- (i) Cancellation of plot due to default in payment of 75% development charges/ 3 or more consecutive instalments: Restoration shall be done on payment of outstanding development charges alongwith interest and additional development charges @ 25% of prevailing rate of development charges. In case of residential and commercial plots prevailing rate of development charges for the respective use shall be two and four times of industrial rate of development charges prevailing in the area respectively.
- (ii) Cancellation of plot due to default in payment of less than 3 consecutive instalments of development charges: Restoration shall be done on payment of outstanding development charges alongwith interest and additional development charges @ 10% of prevailing rate of development charges. In case of residential and commercial plots prevailing rate of development charges for the respective use shall be two or four times of industrial rate of development charges prevailing in the area respectively.
- (iii) Cancellation of plot due to default in payment of service charges and economic rent: Restoration shall be done on payment of outstanding dues alongwith interest and additional penalty amount equal to 25% of principal outstanding dues of service charges and economic rent.
- (iv) Cancellation of plot on account of reasons other than mentioned above (like delay in commencement of production etc.): Restoration shall be done on payment of retention charges / other charges, as applicable / re-compliance of terms of allotment and lease deed on violation of which the plot was cancelled, and on payment of additional development charges equal to 5% of prevailing rate of development charges in the area. For residential and commercial plots prevailing rate of development charges for respective use shall be two times and four times of prevailing industrial rate in area respectively.
- (v) Educational Institutes/Industrial Training Institutes plots are placed at par with the industrial plots for the above purposes.

24(3)C. Condition attached to restoration of cancelled plot: After receipt of payment of additional development charges, interest, retention charges, dues etc. and removal of breach of terms and conditions, cancellation letter shall be withdrawn and plot shall be restored to the plot holder on the same terms and conditions.

(Inserted and amended as per IDC decisions taken vide item 8 on 27.12.2002, item 10 on 30.6.2003 and item 6 on 21.02.2004. Further insertion as per approval by the IDC vide item 14 of its meeting held on 19.6.2009. Amended further as per approval by the IDC vide item 14 of its meeting held on 19.6. 2009)

25. REFUND OF

**SECURITY
DEPOSIT/ MONEY**

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

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

26. STAMP DUTY

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

**27. RESERVATION OR
REVOCATION OF
PLOT**

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

**28. ALLOTTEE TO
ABIDE BY WATER/
AIR POLLUTION
RULES**

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

(Substituted as per IDC decision taken vide item 26 on 4.9.95 and item 12 on 15.11.96)

**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.

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

- 31.** 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. _____

**RIICO
THE INDUSTRIAL CATALYST**

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

APPLICATION FOR ALLOTMENT OF LAND

To,
The Sr. Dy. General Manager / Sr. Regional Manager/ Regional Manager,
Rajasthan State Industrial Development and
Investment Corporation Limited,

Industrial Area _____

1. I /We hereby offer to take on lease a plot for industrial purpose measuring approximately _____ sqm. on the terms and conditions 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 fixed and revised from time to time.
2. I/We hereby enclose a DD / Bankers cheque no. _____ dated _____ drawn on _____ for Rs. _____ (Rupees _____) towards 25% amount of development charges amounting to Rs. _____ calculated @ Rs. _____ per sqm. and security money of Rs. _____ in favour of RIICO Ltd. _____ with understanding that, no interest will be payable to me / us on this amount.
3. 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.

Requisite details of the proposed project are given hereinafter.

1.	Name of the firm / company	M/s_____
2.	Full Address	_____ _____ _____

3.	Telephone No. if any	
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 alongwith 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. Provisional Registration in case of SSI units d. Certificate required for concession e. NOC from Pollution Control Board and details of effluents.

		Applicant (s)
	Name & Designation	Signatures
Place Date	1. _____	_____
	2. _____	_____
	3. _____	_____
	4. _____	_____

FORM A-I

**PROJECT OUTLINE FOR DECIDING REASONABLE QUANTUM OF LAND
FOR PROJECTS HAVING LAND REQUIREMENT OF LESS THAN 2000 SQM.**

S. No.	Particulars	Details
1.	Name & Address.	
2.	Registered Office Address.	
3.	Site	
4.	Phone/Fax/E-mail	
5.	Name of products & specifications	
6.	Capacity	
7.	Sector	
8.	Employment	
9.	Names of Proprietor / Partners / Directors.	
10.	Built up area required and its justification.	
11.	Requirement of open space for specific purposes.	
12.	Building layout.(tentative sketch plan showing layout of proposed constructions and open spaces to be enclosed).	
13.	Utilities	
	a. Power in KWH	
	b. Water in Kiloliters.	
14.	Cost of the project (Rs. in lacs) and means of finance. a. Land & Site Development. b. Building. c. Plant & Machinery.	

	d. Misc. Fixed Assets.	
15.	Copy of SSI Registration/ License/Copy of Memorandum & Articles of Association/Copy of Registration of Society/Trust/Copy of Partnership Deed.	
16.	*Polluting/Non-polluting.	
17.	Land area required for future expansion.	

GUIDELINES FOR FILLING LAND APPLICATION.

1. Complete address of correspondence and registered office should be indicated.
2. Please provide names of all products, by products.
3. Type of construction like Steel /RCC column with AC /Steel sheet roofing etc. should be clearly indicated.
4. Tentative building layout should clearly indicate set backs of the plot area, dimensions of the main factory building, dimensions of ancillary buildings. Utilization of open space should be clearly specified.
5. Brief description of the process should be provided.
6. In case of project is under orange & red category as prescribed by State Pollution Control Board, provide detailed ETP report which may also include quantity & type of effluents, process, process layout, equipment to be installed, quantity of effluents discharged etc. and land requirement for ETP.
7. Implementation schedule proposed.

FORM A-II**BRIEF PROJECT PROFILE FOR DETERMINING REASONABLE QUANTUM
OF LAND FOR PROJECTS HAVING LAND REQUIREMENT OF 2000 TO
10000 SQM.**

Sl. No	Particulars	Details
1.	Address.	
2.	Registered Office Address.	
3.	Site	
4.	Phone/Fax/E-mail	
5.	Sector	
6.	Product	
7.	Capacity	
8.	Employment	
9.	Names of Proprietor / Partners / Directors.	
10.	Built up area required and its justification.	
11.	Requirement of open spaces for specific purpose(s)	
12.	Building layout	
13.	Utilities	
	a. Power in KWH	
	b. Water in Kiloliters.	
14.	Cost of the project (Rs. in lacs) a. Land and site development. b. Buildings. c. Plant & Machinery.	

	d. Misc. Fixed Assets. e. Preliminary & Pre-Operative expenses. f. Margin money for working capital. g. Contingencies.	
15.	Means of Finance (Rs. in lacs) a. Own funds. b. Loans.	
16.	Copy of SSI Registration/ License /Copy of Memorandum & Articles of Association/Copy of Registration of Society/Trust/Copy of Partnership Deed.	
17.	Process Flow Chart.	
18.	Details of effluents if any and treatment process thereof.	
19.	Enclose building layout sketch plan indicating proposed constructions and open spaces.	
20.	Enclose details of main equipment.	
21.	Indicate land area required for future expansion.	

GUIDELINES FOR FILLING LAND APPLICATION.

1. Complete address of correspondence and registered office should be indicated.
2. Type of construction like Steel /RCC column with AC /Steel sheet roofing etc. should be clearly indicated.
3. Building layout should clearly indicate set backs of the plot area, dimensions of the main factory building, dimensions of ancillary buildings.
4. Process Flow Chart should clearly indicate various steps and sub steps of the process.
5. Brief description of the process should be provided.
6. Land area justification should indicate machinery layout and requirements of building thereof, utilities layout and requirement of built up area for the same, storage requirement and covered area thereof, effluent treatment process and construction requirement thereof including expansion requirement.
7. Name of directors/partners alongwith brief background details should be enclosed.
8. Balance sheet of the company/associate concerns for the last three years alongwith brief note on each company should be provided.
9. Effluent treatment process should be described clearly.
10. Implementation schedule proposed.

FORM A-III

GUIDELINES FOR PREPARATION OF DETAILED PROJECT PROFILE FOR DETERMINING REASONABLE QUANTUM OF LAND FOR PROJECTS HAVING LAND REQUIREMENT OF MORE THAN 10,000 SQM.

I. BROAD OUTLINES OF THE PROJECT.

- 1.01 Particulars of Project/Company
 - a) Date of incorporation
 - b) Location
 - Regd. Office/Controlling Office
 - Factory
 - Industry
 - Product
 - c) Installed Capacity
- 1.02 Capital Structure
 - a) Authorised Capital
 - b) Paid up capital (Proposed)
- 1.03 Management
 - a) Board of Directors
 - b) Managing Director (Proposed)
- 1.04 Brief Particulars of the Project/Company
 - a) Plant & Machinery
 - b) Raw Materials
- 1.05 Utilities
 - a) Power
 - b) Water
- 1.06 Effluent
- 1.07 Employment
- 1.08 Expected date of commercial production
- 1.09 Government Consents.

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

III. PROMOTERS DETAILS

- 3.1 Name, Education, Age etc.
- 3.2 Experience
- 3.3 Relevance of background for project
- 3.4 Tax Status
- 3.5 Inter-Relationship
- 3.6 Associate Concerns.

3.7 Organization & Management of proposed project

3.8 Shareholding Pattern

3.9 Details of Bankers

IV. THE PROJECT DETAILS

4.1. Project- Define product with specification

4.2 Technology- Level of technology and source

4.3 Manufacturing Process

4.4 Location and Site

4.5 Raw Material

4.6 Plant and Machinery with details of layout

4.7 Details of building layout with justification of area.

4.8 Utilities

- Power (KWH-connected load)

- Water

- Manpower

- Effluent treatment-details of the effluent generated and treatment thereof.

4.9 Implementation Schedule indicating starting and completion months

V. COST OF THE PROJECT.

Cost of the Project

(Rs. 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 A-IV

**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 25.4.05)**

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

up area or "X" would need to be in keeping with the type & capacity of the industry that the entrepreneur proposed to set up.

- Normally applications for land up to 2000 sqm. would be decided at Regional Unit level on the issue of reasonable quantum of land and for such applications for less than 2000 sqm. only in extreme cases should the applicants be referred to Advisor (Infra) for taking a view about quantum of land i.e. reasonable.
- Normally all applications for land allotment would be decided as regards to reasonableness of quantum of land at the regional unit head level.
- If regional unit office feels that land applied is more than the actual reasonable requirement (including land for future expansion etc.) then he may forward the cases to a committee as under:

(a) For a plot size of 2000-10000 sqm.:

- (i) Advisor (Infra).
- (ii) GM (BP)
- (iii) Regional Unit Head.

(b) For a plot size of more than 10000 sqm.:

- (i) ED
- (ii) Advisor (Infra).
- (iii) GM (BP)
- (iv) One AGM(Technical) at HO and
- (v) Regional Unit Head.

- The respective committees would examine and see that the applicant is not applying for unreasonably excessive land for speculative gain due to anticipated future rise in land price/development charges and would suggest the maximum quantum of land, which should be offered for allotment to the applicant.

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

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.

RIICO

FORM "C"

LEASE - AGREEMENT

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

Industrial Area

Plot No....

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

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

OR

ShriS/o Ageyears
R/o
ShriS/o Ageyears
R/o
ShriS/o Ageyears
R/o
ShriS/o Ageyears
R/o
constituting the registered partnership firm
M/s.....

OR

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

OR

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

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

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

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

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

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

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

On the North by	
On the South by	
On the East by	
On the West by	 ,

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

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

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

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

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

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

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

- 2 (a). That the Lessee will bear, pay and discharge all rents, taxes, charges and assessment of every description which may, during the said term, be assessed, charged or imposed upon either the landlord or tenant or the occupier in respect of the demised premises or the building erected or to be erected thereupon.

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

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

- 2 (e) That the Lessee shall not use any space in the industrial area other than demised premises for dumping / placing any construction material / raw material required for construction of factory or manufacturing item or for any product / waste and shall take all measures for proper disposal of waste material.
- 2 (ee) The lessee shall become a member of the Association / Agency created for setting up and operating the Common Effluent Treatment Plant (CETP) and Solid Waste (hazardous and non-hazardous) Disposal System (SWDS). All the Capital & Revenue expenses relating to acquisition, operation and maintenance of CETP & SWDS shall be borne by all members of Association / Agency in the proportion decided by the Committees of the said Association / Agency.
- 2 (f) That the Lessee shall take all measures, which are required for Pollution Control and shall strictly adhere to the stipulations imposed by Rajasthan State Pollution Control Board and other statutory pollution laws of the State for the time being in force.
- 2 (g) That the Lessee will provide and maintain in good repairs a properly constructed approach road or path across drain to the satisfaction of the Lessor / Local Municipal Authority leading from the public road to the demised premises.
- 2 (h) That the Lessee will not carry on or permit to be carried on, on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the Industrial purposes as

aforesaid without the previous consent in writing of the Lessor and the Local Municipal Authority and subject to such terms and conditions as the Lessor / Local Municipal Authority may impose and will not do or suffer to be done, on the demised premises or any part thereof any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the Lessor or Local Municipal Authority or the owner or occupiers of other premises in the neighborhood.

- 2 (i) The Lessee will not without the previous consent in writing of the Lessor, transfer, sub-lease, sublet, relinquish, mortgage, sub-divide or assign his interest in the demised premises or the building standing thereon or both as a whole and every such transfer assignment, relinquishment, mortgage, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee, assigns shall be bound by all the covenants and conditions herein contained and be answerable to the lessor in all respect thereof.

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

Provided further that the Lessee will so often as the said premises shall by assignments or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the term of lease hereby granted within one calendar month from the date of such assignment, inheritance or transfer, deliver a notice of assignment, inheritance or transfer to the Lessor setting forth names and description of the parties to every probate or a will or letters of administration, decree order, certificate or other document of affecting or evidencing such assignment, inheritance or transfer and document as aforesaid accompanying the said notice which shall remain for 7 days at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will without prejudice to the right of the Lessor to determine this Lease Agreement for breach of this covenant entail penalty of Rs. 1000/- to be paid by the Lessee. However, if the lessee's firm is dissolved and no 'successor' in interest is there or appointed within 60 days of its dissolution, the lessor shall be entitled to determine this Agreement.

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

- 2 (m) That the Lessee will neither exercise his option of determining the lease nor hold the lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- 2 (n) That the Lessee shall apply for permission for any change in the product or production capacity or process of manufacturing to the lessor. If no communication is received by lessee from lessor within 30 days, request shall be deemed as accepted. However, lessee proposing to set up polluting industrial unit under red category or setting up effluent discharging unit shall be required to take written permission from the Lessor before initiating any change in their manufacturing product.
- 2(o) If during the term of the lease the lessee or his workmen or servants
- (i) injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised or
 - (ii) keep the foundation trenches or other pits on the demised land open or exposed to weather thereby causing any injury or damage to contiguous or adjacent buildings or
 - (iii) dig any pits near the foundation of any building thereby causing any injury or damage to such building,
- the Lessee shall pay such damages thereof within three months as may be assessed by the Lessor whose decision as to the extent of injury or damage or the amount of damages payable therefor shall be final and binding on the Lessee.
- 2 (p) That the Lessee shall also abide by the terms and conditions of the letter of allotment, RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. The letter of allotment shall form part and parcel of the Lease Agreement.

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

- 3 (a) Notwithstanding anything, herein before contained if there shall have been in the opinion of the Lessor any breach by the lessee or by the person claiming through or under him of any of the covenants or conditions herein before contained and on his part to be observed and performed and in particular without prejudice to the generality of the sub-clause, subject to exceptions or if any amount including interest due to the lessor remaining unpaid for a period of 90 days after the same shall have been demanded by the Lessor or if the Lessee or the persons in whom the terms hereby created / vested is adjudged insolvent and if this Agreement is determined as herein before specified, it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of this Agreement to re-enter without taking recourse to a court of law upon the demised premises or any part thereof in name of whole and thereupon this demise shall absolutely CEASE and determine and the

money paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the lessee hereunder with interest thereon at percent per annum and the lessee shall not be entitled to any compensation whatsoever.

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

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

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

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

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

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

For and on behalf of

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

Signature of Witness :-

Lessee :

RIICO

FORM "D"

LEASE - AGREEMENT

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

Industrial Area

Plot No....

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

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

OR

ShriS/o Ageyears
R/o
ShriS/o Ageyears
R/o
ShriS/o Ageyears
R/o
ShriS/o Ageyears
R/o
constituting the registered partnership firm
M/s.....

OR

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

OR

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

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

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

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

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

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

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

- 2 (e) That the Lessee shall not use any space in the industrial area other than demised premises for dumping / placing any construction material / raw material required for construction of factory or manufacturing item or for any product / waste and shall take all measures for proper disposal of waste material.
- 2(ee) The lessee shall become a member of the Association / Agency created for setting up and operating the Common Effluent Treatment Plant (CETP) and Solid Waste (hazardous and non-hazardous) Disposal System (SWDS). All the Capital & Revenue expenses relating to acquisition, operation and maintenance of CETP & SWDS shall be borne by all members of Association / Agency in the proportion decided by the Committees of the said Association / Agency.
- 2 (f) That the Lessee shall take all measures, which are required for Pollution Control and shall strictly adhere to the stipulations imposed by Rajasthan State Pollution Control Board and other statutory pollution laws of the State for the time being in force.

- 2 (g) That the Lessee will provide and maintain in good repairs a properly constructed approach road or path across drain to the satisfaction of the Lessor / Local Municipal Authority leading from the public road to the demised premises.
- 2 (h) That the Lessee will not carry on or permit to be carried on, on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the Industrial purposes as aforesaid without the previous consent in writing of the Lessor and the Local Municipal Authority and subject to such terms and conditions as the Lessor / Local Municipal Authority may impose and will not do or suffer to be done, on the demised premises or any part thereof any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the Lessor or Local Municipal Authority or the owner or occupiers of other premises in the neighborhood.
- 2 (i) The Lessee will not without the previous consent in writing of the Lessor, transfer, sub-lease, sublet, relinquish, mortgage, sub-divide or assign his interest in the demised premises or the building standing thereon or both as a whole and every such transfer assignment, relinquishment, mortgage, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee, assigns shall be bound by all the covenants and conditions herein contained and be answerable to the lessor in all respect thereof.

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

Provided further that the Lessee will so often as the said premises shall by assignments or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the term of lease hereby granted within one calendar month from the date of such assignment, inheritance or transfer, deliver a notice of assignment, inheritance or transfer to the Lessor setting forth names and description of the parties to every probate or a will or letters of administration, decree order, certificate or other document of affecting or evidencing such assignment, inheritance or transfer and document as aforesaid accompanying the said notice which shall remain for 7 days at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will without prejudice to the right of the Lessor to determine this Lease Agreement for breach of this covenant entail penalty of Rs. 1000/- to be paid by the Lessee. However, if the lessee's firm is dissolved and no 'successor' in interest is there or appointed within 60 days of its dissolution, the lessor shall be entitled to determine this Agreement.

- 2 (j) That Lessee will permit the members, officers, subordinates of the Lessor and their employed workmen and persons at all reasonable times of the day to enter into and upon the demised premises and the buildings erected thereupon in order to inspect the same.

- 2 (k) That the Lessee will not make any excavation upon any part of the demised premises except for foundation of building and for leveling and dressing the area.
- 2 (l) That the Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping house cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
- 2 (m) That the Lessee will neither exercise his option of determining the lease nor hold the lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- 2 (n) That the Lessee shall apply for permission for any change in the product or production capacity or process of manufacturing to the lessor. If no communication is received by lessee from lessor within 30 days, request shall be deemed as accepted.
- 2(o) If during the term of the lease the lessee or his workmen or servants:
- (i) injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised or
 - (ii) keep the foundation trenches or other pits on the demised land open or exposed to weather thereby causing any injury or damage to contiguous or adjacent buildings or
 - (iii) dig any pits near the foundation of any building thereby causing any injury or damage to such building,

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

- 2 (p) That the Lessee shall also abide by the terms and conditions of the letter of allotment, RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. The letter of allotment shall form part and parcel of the Lease Agreement.

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

- 3 (a) Notwithstanding anything, hereinbefore contained if there shall have been in the opinion of the Lessor any breach by the lessee or by the person claiming through or under him of any of the covenants or conditions hereinbefore contained and on his part to be observed and performed and in particular without prejudice to the generality of the sub-clause, subject to exceptions or if any amount including interest due to the lessor remaining unpaid for a period of 90 days after the same shall have been demanded by the Lessor or if the Lessee or the persons in whom the terms hereby created / vested is adjudged insolvent and if this Agreement is determined as hereinbefore specified, it

shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of this Agreement to re-enter without taking recourse to a court of law upon the demised premises or any part thereof in name of whole and thereupon this demise shall absolutely CEASE and determine and the money paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the lessee hereunder with interest thereon at percent per annum and the lessee shall not be entitled to any compensation whatsoever.

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

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

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

- 3 (g) All powers exercised by the Lessor under this lease agreement may be exercised by the Managing Director, Rajasthan State Industrial Development & Investment Corporation Limited or such other person (s) authorised in this behalf.

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

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

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

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

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

Signature of Witness:-

Lessee :

BUILDING REGULATIONS

1. The plot holder shall not use the land for any purpose except as a factory and other related purposes as allowed by the Corporation. It shall not be used for obnoxious industries, given in the Form 'B'.
2. All buildings shall be constructed in accordance with the RIICO / Municipal bye-laws and regulations in force from time to time as well as any other law, rules and regulations in force relating to the construction and use of the premises and the plans and elevations approved by the authority / officer authorized by the Corporation.
- 3 (a). No construction work shall be commenced unless the plans, elevations and sections have been approved by the authority / officer authorised by the Corporation and no additions or alterations of buildings, the plan of which have been so approved, shall at any time be made except with the previous approval of the said authority / officer.
- 3-a-i However, for industrial plot upto 40000 sqm. area, residential plots upto 500 sqm. area and commercial plots upto 300 sqm. area, the allottees of plots shall certify that, the plans submitted by them are as per the norms prescribed by the Corporation and for such plots normal approval of plans from the Corporation will not be necessary. In case, construction is made in violation of norms then allottees shall be responsible for such violation and liable for action.
- 3-a-ii The building plans alongwith details of proposed works of industrial plots more than 40000 sqm., residential plots more than 500 sqm., commercial plots more than 300 sqm. and building plans of all other categories, irrespective of their plot sizes shall be prepared and duly signed by an Architect registered with Council of Architecture, who shall certify that, the building plans prepared by him are as per the technical norms. He shall also submit the details of area calculations of proposed ground coverage, FAR achieved (with area on each floor) proposed height of the building and parking requirements on the site plan. The plans submitted by the applicant prepared and duly certified by the architect shall be deemed as approved if the concerned unit office of the Corporation have not raised any objection / query within a period of two weeks time. In case, the plans submitted by architect are not as per the norms, then the legal responsibility shall be that of the architect and the Corporation shall not be responsible for any act of omission or commission of the architect. In case, the construction is made in violation of approved norms and plans the allottee shall be responsible for such violation & liable for action.
- 3-a-iii The allottee/ lessee shall also abide by Rules/ Regulations/ Bye-Laws of Local Authority/ Municipal/ Urban Improvement Trust/ District Development Authority/ Chief Inspector of Factories and Boilers (as the case may be).
- 3-a-iv The allottee/ lessee shall meet all statutory liabilities under various laws/ obligations for safety measures at his cost and responsibility.
- 3-a-v. The guidelines for inspection of the construction activity by the concerned unit office during the construction period be prepared.
Substituted by the Infrastructure Development Committee of the Board of Directors vide Item No. 4 of the meeting held on 26th December, 1995
(S.No. 3-a-i & a-ii have been substituted as per IDC decision taken vide item 10 on 7.12.2000)

- 3 (b) All survey boundary marks demarcating the boundaries of plots shall be preserved and kept in good repair by the lessee during the period of construction. Where more than one lessee is concerned with the same boundary mark, the officer authorized by the Corporation shall allocate this obligation suitably.
4. No temporary, semi-permanent structure shall be built on the plot, except during the period of construction or re-construction in future.
5. The drawings to be submitted for the approval and record of the Corporation shall include
- (i) all floor plans, elevation and sections through staircase and toilet drawn to a scale of one in hundred.
 - (ii) details to a scale of one in twenty, when required,
 - (iii) site plan drawn to a scale of one in five hundred showing the layout with the proposed building/s shown in red therein, and,
 - (iv) any other details or particulars required by the Corporation.
6. The above mentioned drawings and specifications shall be submitted in two copies for record duly certified by himself or architect before commencement of construction activities on allotted plot. In case the Lessee seeks approval from the Corporation then he shall submit drawings as mentioned in regulation no. 5 in six copies.
7. **Sizes & Set backs of industrial plots in all industrial areas including transferred areas:**
- (i) The set backs for various sizes of plots shall be as in Table - 1.
 - (ii) The set backs of special type of plots shall be as in Table - 2.
- 7A. Building parameters for different types of non-industrial plots shall be as per Form E-1. The plans shall be approved according to these norms. The building parameters for the plots allotted earlier (on or before 6th December 2000) shall however, be governed by norms already assigned in those cases.
- 7B. **Permitted Facilities in Industrial / Non-Industrial Plots**
The permitted facilities in set back areas of plots shall be as in Table-3.
Non-industrial plots shall include the plots allotted for social infrastructure purposes, group housing and commercial plots etc.
8. **Unauthorized Construction**
No plot holder shall undertake unauthorized construction in any of the setbacks in the Industrial Areas including those transferred by the Govt. of Rajasthan to RIICO. However, in genuine cases, unauthorized construction may be considered for regularization on payment of compounding fees as prescribed from time to time.
9. **Other regulations regarding set backs of industrial plots**
- (i) Corner plots would have two front set backs as indicated in Table 1 & 2.

- (ii) The prescribed set backs are minimum and may be increased to maintain uniformity in the area as may be considered necessary .
- (iii) The set backs indicated for each category are also applicable for plots slightly higher or lower in area .
- (iv) The utility area in industrial plot may be permitted upto 70% of the total allotted area subject to maintaining the front set backs prescribed for the particular zone and amendment in the set backs of industrial plots as per Table-1.
- (v) The utility area in the special size industrial plots i.e. more than 10,000 sqm. may be permitted upto 70% of the total allotted area subject to maintaining the front set backs as prescribed in the Table - 2.
- (vi) The set backs of the sub-divided plots shall be allowed subject to maintaining front set backs as prescribed for the particular block.
- (vii) The prescribed set backs would be applicable to industrial plots with a maximum of two storey buildings .
- (viii) The cases of compounding of unauthorised construction etc. which have been finalised based on the previous set backs norms would not be re-opened.

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

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

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

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

(S.No. 7-B has been inserted as per IDC decision taken vide item No. 5 on 9.12.1992)

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

TABLE-1**SET BACKS OF PLOTS**

Type of plot	Plot size (in meters)	Area (in sqm.)	Set Backs (in meters)				Utility area (%)
			F	S	S	R	
1	2	3	4	5	6	7	8
A	80X125	10000	12	7	7	7	69.96
B	80X100	8000	12	6	6	6	69.70
C	60X100	6000	10	5	5	5	70.83
D	50X100	5000	8	5	5	5	69.60
E	50X80	4000	8	4	4	4	71.40
E1	40X75	3000	8	3	3	3	72.53
F	30X65	2000	5	3	3	3	70.00
G	30X50	1500	5	3	3	3	70.00
G1	25X40	1000	5	3	-	2.5	70.00
H	20X35	700	4	3	-	2	70.40
H1	20X25	500	3	3	-	1.2	69.50
J	12.5X20	250	3	1.5	-	1.2	69.50
K	10X15	150	2.5	1.00	-	1.00	69.00

TABLE-2**AREAS AND SET BACKS OF SPECIAL TYPE PLOTS**

S.No.	Area of plots	Set Backs (In meters)			
		Front	Side	Side	Rear
1	2	3	4	5	6
1.	Above 10,000 sqm. and upto 12,000 sqm. (2.5 to 3 acres)	15.00	8.00	8.00	8.00
2.	Above 12,000 sqm. and upto 16,000 sqm. (3 to 4 acres)	18.00	10.00	10.00	10.00
3.	Above 16,000 sqm. and upto 20,000 sqm. (4 to 5 acres)	20.00	10.00	10.00	10.00
4.	Above 5 acres and upto 10 acres	25.00	15.00	15.00	15.00
5.	Above 10 acres and upto 15 acres	30.00	20.00	20.00	20.00
6.	Above 15 acres and upto 30 acres	45.00	20.00	20.00	20.00
7.	Above 30 acres and upto 50 acres	70.00	25.00	25.00	25.00
8.	Above 50 acres and upto 100 acres	80.00	30.00	30.00	30.00
9.	Above 100 acres	100.00	30.00	30.00	30.00

TABLE-3

**PERMITTED FACILITIES IN SET BACK AREAS OF INDUSTRIAL &
NON-INDUSTRIAL PLOTS.**

S. No.	Type of plot	Area of plot (in sqm.)	Security Room, LT Meter Room & Time Office in front/ side set back (in mtrs.)	Security Room, HT Meter Room & Time office in front/ side set back (in mtrs.)	Cycle, Scooter Car Shed in side/ rear setback (in mtrs.)	Toilet Block in side / rear set back (in mtrs)	Chowkidar Quarter in rear setback (in mtrs.)
1.	2	3	4	5	6	7	8
1.	H1	500	3.30x5.5 0	3.30x6.00	2.00x5.0 0	1.50x2.00	-
2.	H	700	3.30x5.5 0	3.50x6.00	2.00x5.0 0	1.50x2.50	-
3.	G1	100 0	3.30x5.5 0	3.50x6.00	2.00x5.0 0	1.50x2.50	-
4.	G	150 0	3.30x5.5 0	3.50x6.00	2.00x8.0 0	1.50x3.00	3.00x6.00
5.	F	200 0	3.30x5.5 0	3.50x6.00	2.00x8.0 0	1.50x3.00	3.00x6.00
6.	E1	300 0	3.30x5.5 0	3.50x6.00	2.00x8.0 0	1.50x3.00	3.00x6.00
7.	E	400 0	3.30x6.6 0	3.50x7.00	3.00x8.0 0	2.50x4.50	3.00x6.00
8.	D	500 0	4.00x6.6 0	4.00x7.00	3.00x8.0 0	2.50x4.50	3.00x6.00
9.	C	600	4.00x6.6	4.00x7.00	4.00x20.0	4.0 x 6.0	3.50x6.00

		0	0		0		
10.	B	800 0	4.00x6.6 0	4.00x7.00	4.00x20.0 0	4.0 x 6.0	3.50x6.00
11.	A	100 00	4.00x6.6 0	4.00x7.00	4.00x20.0 0	4.0 x 6.0	3.50x6.00
12.	Sp.	Abo ve 100 00 upto 5 acre s	-	4.50x7.00	5.50x20.0 0	4.00x7.00	3.50x6.00 (Two Nos.)
13.	Sp.	Upt o 15 acre s	-	5.50x8.00	5.50x25.0 0	4.00x8.00	3.50x6.00 (Two Nos.)
14.	Sp.	Upt o 50 acre s	-	6.00x9.00	5.50x30.0 0	4.00x9.00	3.50x6.00 (Four Nos.)
15.	Sp.	Abo ve 50 acre s	-	6.00x10.00	5.50x35.0 0	4.00x10.00	3.50x6.00 (Four Nos.)

TABLE-4

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

S.No.	Building Parameter	Amended Provision
1.	Set Backs	As prescribed in Table-1 and Table-2 above
2.	Ground Coverage	50% (maximum)
3.	FAR	1.5(maximum)
4.	Maximum height of the building	15.00 mts. {excluding the building parts as mentioned in Model Building byelaws at clause 7.11(iii)}
5.	Parking requirement	1 ECS/100 sq.mts. of total floor area.

Note: (i) The above additional FAR and other parameters under Table-4 will be applicable to the future allotments only.

(ii) Will be applicable in all Industrial Areas except EIPs, for which there are separate set of building parameters.

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

General Notes :

1. The above permitted facilities shall apply to all Industrial Areas / Estates and shall be permitted without charging any compounding fee. Minor variations upon certain limits beyond the permitted sizes may be compounded on payment of fee as may be prescribed from time to time.
2. Construction in set back area of industrial plot may be compounded for industrial purpose only and not for commercial, residential or other such purposes.
3. The permitted facilities may be constructed along the compound walls in front, side or rear as the case may be and the sizes of various structures are external i.e. inclusive of wall thickness.
4. The construction in set backs of plot for permitted facilities shall be of only ground storey without any mezzanine floor and construction on first floor shall not be permitted at any cost. Height of these structures would not be more than 3.50m above plinth level. **(Inserted by IDC vide item 3 on 21.10.2005)**
5.
 - a. In the case of plots having roads on more than one side, for the purpose of calculation of penalty for unauthorized construction, the front set back shall be taken towards all the road.
 - b. In the case of plots having roads on more than one side, for the purpose of permitting facilities, the front set back shall be taken towards the more important road only.
6. The compound wall of corner plots shall be chamfered / rounded and no facility shall be allowed at the junction point.
7. One overhead water reservoir on columns with a maximum of 5 meters external diameter may be permitted in side / rear set backs.
8. A transformer platform and its shed may be permitted in any setback area according to the minimum requirement as approved by Vidyut Vitaran Nigams in industrial units whose power connection is 60 HP or more .
9. The construction of D.G. set room in front / side / rear set backs of plot shall be permitted to the extent of permissible size of H.T. meter room. However, allottees of plots shall ensure that flow of fire fighting equipment, Ambulance and other Emergency services is not affected.
10. In special type plots one weigh bridge room upto 3.00 x 4.00 Mtrs. for use of the industrial unit only, may be permitted in the front / side set back area.
11. In special type plots a first aid room or dispensary upto 50 Sq. Mtrs. in area, may be permitted within prescribed set backs lines.

12. The permitted facilities in set back areas of plots as per Table - 3 may also be allowed in case of all types of non industrial plot viz. social infrastructure projects, commercial plots and group housing plots etc.
13. Parking (Cycle/Scooter/Car) shed in front / side / rear set backs of the plot may be permitted with three sides open. However, the parking shed constructed in front set back shall have only temporary roof like corrugated sheets etc.
14. The allottees may be allowed facilities of porch, staircase, architectural aesthetic features within 50% of the width of the set backs or 3 meters whichever is less within permissible limits only.
15. The permission for construction of tube well / open well in allotted plots (industrial/residential/commercial) may be granted as per the following guidelines:
 - a. The tube wells / open wells to be installed by entrepreneurs should be at a prescribed minimum distance of 300 meters from the existing wells of the Corporation / PHED, so that it does not interfere with the source of Corporation / PHED.
 - b. The allottees will use water in the industrial area only and sale of water will not be permitted.
Permission for the construction of tube wells / open wells shall be given without levy of any charges.
(Notes inserted and substituted by the Infrastructure Development Committee of the Board of Directors vide item No. 5 of their meeting held on 9th December 1992, item No. 15 dated 21st February 1998, item No. 37 dated 18th November 1998, item No. 21 and 29 dated 13th November 2000, item No. 3 dated 22nd December 2000, item No. 9 dated 25th January 2001, item No. 20 dated 23rd September 2002, item 16 dated 25.3.2006.)

16. Norms for construction of basement in industrial plots:

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

- (i) The basement shall not be used for residential purpose
- (ii) Area & Extent :
 - a. The basement shall only be constructed within the prescribed set backs on ground floor.
 - b. No basement shall be allowed in the permitted facility area of the industrial plots.
- (iii) The allottee of plot shall be responsible for any dispute / damage due to construction of basement, in adjoining properties including neighbour's properties.
- (iv) Basement may be put to the following uses only:
 - a. Storage of industrial or household goods.
 - b. Strong rooms, cellars, etc.
 - c. Air-conditioning equipment and other machines used for services and utilities of the building and
 - d. Parking spaces.
- (v) The basement shall have the following requirements:
 - a. In every part, basement shall be atleast 2.4m in height from the floor to the underside of the roof slab or ceiling.

- b. Adequate ventilation shall be provided for the basement. The ventilation requirement shall be the same as required by the particular occupancy according to National Building Code. Any deficiency may be met by providing adequate mechanical ventilation in the form of blowers, exhaust fans, air-conditioning systems etc.
 - c. The staircase of the basement shall be as per fire safety measures of National Building Code.
 - d. The minimum height of the ceiling of any basement shall be 0.9 m above the average surrounding ground level.
 - e. Adequate arrangements shall be made such that surface drainage does not enter the basement.
 - f. The walls and floors of the basement shall be watertight and be so designed that the effects of the surrounding soil and moisture, if any, are taken into account in design and adequate proofing treatment is given.
 - g. Open ramps shall be permitted if constructed leaving the set back area subject to the provision of (d).
 - h. The access to the basement shall be separate from the main and alternative staircase providing access and exit from higher floors.
- (Inserted as per IDC decision taken vide item 8 on 8.7.2002)
17. **Increasing the ground water level by rain water:** For water conservation and increasing level of ground water, plot allottees shall take due measures as rain water harvesting.
 18. For the plot area measuring 10 acres and above, permitted facilities in set backs of the industrial plot, upto 3.5% of the set back area in the plot may be constructed. The permitted facilities for such plots will also include ATM, small reception and waiting room for the visitors or any of the facility in the plot, which may be necessary for the industry/its employees, besides the facilities as prescribed in RIICO Disposal of Land Rules. However, these facilities/ requirements of the industry will be covered under overall limit of 3.5% of set back area for providing all facilities. The plot allottee, as per requirement of industry, will be allowed to decide area of these facilities. The plot allottee shall, however, ensure that movement of fire fighting equipment, ambulance and other emergency services shall not be effected in set back area of the industrial plot. **(Inserted as per IDC decision taken vide item 10 in the meeting held on 12.08 2005)**
 19. Following essential facilities in set back of industrial plots measuring less than 10 acres are also permitted subject to the condition that no additional area than the prescribed for the use of permissible facilities in the plot set back shall be used on account of these facilities:
 - (a) Treatment plant, cooling towers and chimney in side/ rear set backs.
 - (b) An underground water storage tank below set back level (over all) of the size equal to two days water requirement given in the project report or calculated on 1000 gallons per acre per day
 - (c) One HSD (Diesel) storage tank for self-consumption subject to NOC from the concerned departments for location, size etc.

However these facilities should not create obstructions to the movement of fire tender in the plot.
 20. It will be mandatory in the following categories of the buildings to make use of Solar Water Heating System :
 - (i) All Industrial building where hot water is required for processing.

- (ii) All Private Hospitals and Nursing homes of 25 beds, and all Government Hospitals of 100 beds or more.
- (iii) All Hotels and Resorts.'

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

FORM - 'E-1'

रीको गैर औद्योगिक भवन विनियम, (संशोधित)

1. भवन निर्माण की श्रेणियां एवं मानदण्ड :

1.1 विभिन्न भू उपयोगों के लिए आवश्यक भवनों के लिए मानदण्ड निर्धारित करने की दृष्टि से निम्न श्रेणियों में वर्गीकृत किया गया है तथा प्रत्येक वर्ग में आने वाली गतिविधियों की अनुसूची इन विनियमों के साथ संलग्न अनुसूची (1) में दी गई है:

1.1.1 आवासीय भवन:

- (क) आवासीय भवन
- (ख) फ्लेट्स/ग्रुप हाउसिंग

1.1.2 वाणिज्यिक भवन:

- (क) लघु व्यावसायिक प्रतिष्ठान/दुकानें
- (ख) व्यावसायिक परिसर/होटल
- (ग) मोटल/रिसोर्ट
- (ङ) धर्म कांटा (वे ब्रिज)
- (च) सिनेमा/मल्टीप्लेक्स
- (छ) पेट्रोल पम्प एवं फिलिंग स्टेशन

1.1.3 संस्थागत भवन

1.2 आवासीय भवन:

आवासीय भवनों के लिये भवन निर्माण बाबत भूखण्ड का क्षेत्रफल, सैट बैक की न्यूनतम आवश्यकता, आच्छादित क्षेत्र, ऊंचाई, एफ.ए.आर. की सीमायें तालिका “क” व “ख” जैसा भी लागू हो, के प्रावधानों के अनुसार होगी।

तालिका “क”

नयी योजनाओ हेतु मार्गदर्शक रूपरेखा एवं पृथक आवासीय भूखण्डो मे भवन निर्माण हेतु मानदण्ड

क्र. सं.	भूखण्ड का आकार	अधिकतम आच्छादित क्षेत्र	न्यूनतम सैट बैकस (मी.)				अधिकतम उंचाई	एफ. ए. आर.
			सामने	पार्श्व 1	पार्श्व 2	पीछे		

(i)	45 व. मी. तक के अन्दर	सेट बेक्स क्षेत्र के अलावा उपलब्ध क्षेत्र।	1.5	-	-	-	8 मी.	जो भी प्राप्त हो
(ii)	45 व. मी. से ज्यादा परन्तु 112.5 व. मी. तक	उपरोक्तानुसार	3.0	-	-	1.5	8 मी.	जो भी प्राप्त हो
(iii)	112.5 व. मी. से ज्यादा परन्तु 175 व. मी. तक	उपरोक्तानुसार	3.0	-	-	2.5	12 मी.	1.2
(iv)	175 व. मी. से ज्यादा परन्तु 220 व. मी. तक	उपरोक्तानुसार	4.5	-	-	2.5	12 मी.	1.2
(v)	220 व. मी. से ज्यादा परन्तु 300 व. मी. तक	उपरोक्तानुसार	4.5	3.0	-	3.0	12 मी.	1.2
(vi)	300 व. मी. से ज्यादा परन्तु 500 व. मी. तक	उपरोक्तानुसार	6.0	3.0	-	3.0	12मी.	1.2
(vii)	500 व. मी. से ज्यादा परन्तु 750 व. मी. तक	उपरोक्तानुसार	7.5	3.0	3.0	3.0	12 मी.	1.2

तालिका 'क' हेतु टिप्पणी :

- (i) आवासीय भूखण्ड पर एक से अधिक निवास इकाई देय है।
(ii) विनियम (4) के अनुसार पार्किंग का प्रावधान कराना आवश्यक होगा।

तालिका "ख"
ग्रुप हाउसिंग/फ्लेट्स निर्माण हेतु मानदण्ड

क्र. सं.	भूखण्ड का न्यमनतम आकार	अधिकतम आच्छादित	न्यूनतम सैट बेक्स (मी.)				अधिकतम उंचाई	एफ. ए. आर.
			सामने	पार्श्व	पार्श्व	पीछे		
1.	750 व. मी. से 1500 व. मी. तक	सेट बेक्स क्षेत्र के अलावा उपलब्ध क्षेत्र।	9.0	4.5	4.5	4.5	विनियम 2.4 के अनुसार	1.67
2.	1500 व. मी. से 2500 व. मी. तक	सेट बेक्स क्षेत्र के अलावा उपलब्ध क्षेत्र।	12.0	6.0	6.0	6.0	विनियम 2.4 के अनुसार	1.67

3.	2500 व. मी. से 4000 व. मी. तक	40 प्रतिशत	12.0	9.0	9.0	9.0	विनियम 2.4 के अनुसार	1.67
4.	4000 व. मी. से ज्यादा परन्तु 1 हेक्टेयर तक	35 प्रतिशत	15.0	9.0	9.0	9.0	विनियम 2.4 के अनुसार	1.67
5.	1 हेक्टेयर से ज्यादा परन्तु 10 हेक्टेयर तक	35 प्रतिशत	18.0	9.0	9.0	9.0	विनियम 2.4 के अनुसार	1.67

तालिका “ख” हेतु टिप्पणी:

- (i) विनियम (4) के अनुसार पार्किंग का प्रावधान कराना आवश्यक होगा।
- (ii) 15 मीटर से अधिक ऊंचा भवन होने पर लिफ्ट की सुविधा प्रदान करानी होगी तथा आपातकालीन अग्निशमन का प्रावधान करना होगा। अग्निशमन के प्रावधान नेशनल बिल्डिंग कोड के अनुसार होंगे।
- (iii) योजना क्षेत्र में स्वतंत्र आवास का भूखण्ड होने की स्थिति में सामने का सैट बैक (कोने के भूखण्ड में बड़ी सड़क की तरफ का सेट बैक) तालिका अनुसार अथवा योजना अनुसार जो भी अधिक हे देय होगा। कोने के भूखण्ड में छोटी सड़क की तरफ का सेट बैक योजना अनुसार रहेगा।
- (iv) कुल स्वीकृत योग्य एफ.ए.आर. क्षेत्र का 3 प्रतिशत दुकानों के लिए उपयोग किया जा सकता है। जो कि केवल स्टिल्ट फ्लोर पर देय है
- (v) भूखण्ड के सामने के सड़क की चौड़ाई 12 मी. से कम होने पर देय एफ.ए.आर. 1.2 तक सीमित होगा ।
- (vi) भूखण्ड में प्रत्येक 150 व.मी. क्षेत्रफल के लिये कम से कम एक वृक्ष के अनुपात में बड़े वृक्ष जो कि 6 मी. या इससे अधिक ऊंचाई ग्रहण कर सकते हो लगाने होंगे।
- (vii) बहुमंजिले आवासीय भवन 18 मी. एवं उससे अधिक चौड़ी सड़को पर ही अनुज्ञेय होंगं

1.3 वाणिज्यिक भवन:

वाणिज्यिक भवनों के लिये भवन निर्माण बाबत भूखण्ड का क्षेत्रफल सेट बैक की न्यूनतम आवश्यकता, अधिकतम आच्छादित क्षेत्र, अधिकतम ऊंचाई एवं एफ.ए.आर. की सीमायें तालिका ‘ग’ के अनुसार होंगी।

तालिका “ग”
वाणिज्यिक भवनों हेतु मानदण्ड

क्र० सं०	उपयोग का प्रकार	अधिकतम आच्छादित क्षेत्र	न्यूनतम सेट बेक्स (मी.)				अधिकतम उंचाई	एफ. ए. आर. '
			सामने	पार्श्व 1	पार्श्व 2	पीछे		
1.	लघु व्यवसायिक प्रतिष्ठान/दुकाने							
(i)	45 व० मी० तक	सेट बेक्स क्षेत्र के अलावा उपलब्ध क्षेत्र।	1.5	-	-	-	8 मी०	जो भी प्राप्त हो
(ii)	45 व. मी. से ज्यादा परन्तु 112.5 व. मी. तक	उपरोक्तानुसार	3.0	-	-	1.5	8 मी०	जो भी प्राप्त हो
(iii)	112.5 व. मी. से ज्यादा परन्तु 175 व. मी तक	उपरोक्तानुसार	3	-	-	2.5	12 मी०	जो भी प्राप्त हो
(iv)	175 व. मी. से ज्यादा परन्तु 220 व. मी. तक	उपरोक्तानुसार	4.5	-	-	2.5	12 मी०	जो भी प्राप्त हो
(v)	220 व. मी. से ज्यादा परन्तु 300 व. मी. तक	उपरोक्तानुसार	4.5	3.0	-	3.0	12 मी०	जो भी प्राप्त हो
(vi)	300 व. मी. से ज्यादा परन्तु 500 व. मी. तक	उपरोक्तानुसार	6.0	3.0	-	3.0	12 मी०	जो भी प्राप्त हो
2	व्यवसायिक परिसर							
(i)	500 व. मी. से ज्यादा परन्तु 750 व. मी. तक	उपरोक्तानुसार	7.5	3.0	3.0	3.0	विनियम 2.4 के अनुसार	जो भी प्राप्त हो
(ii)	750 व. मी. से ज्यादा परन्तु 1500 व. मी. तक	उपरोक्तानुसार	9	4.5	4.5	4.5	उपरोक्ता नुसार	1.75
(iii)	1500 व. मी. से ज्यादा परन्तु 2500 व. मी. तक	उपरोक्तानुसार	12.0	6.0	6.0	6.0	उपरोक्ता नुसार	1.75
(iv)	2500 व. मी. से ज्यादा परन्तु 4000 व. मी. तक	40%	12.0	9.0	9.0	9.0	उपरोक्ता नुसार	1.75
(v)	4000 व. मी. से ज्यादा परन्तु 1 हेक्टेयर तक	35%	15.0	9.0	9.0	9.0	उपरोक्ता नुसार	1.75
(vi)	1 हेक्टेयर से ज्यादा	35%	18.0	9.0	9.0	9.0	उपरोक्ता नुसार	1.75
3.	मोटल	15%	30.0	15.0	15.0	15.0	9.0 मी.	0.4
4.	रिसोर्ट	10%	30.0	15.0	15.0	15.0	9.0 मी.	0.2
5.	थोक व्यापार केन्द्र एवं वेयर हाउसिंग	35%	12.0	9.0	9.0	9.0	12.0 मी.	1.0
6.	सिनेमा	30%	18.0	6.0	6.0	6.0	विनियम 2.4 के	जो भी प्राप्त हो

							अनुसार	
7.	मल्टीप्लेक्स	30%	18.0	6.0	6.0	6.0	उपरोक्ता नुसार	1.5

टिप्पणी:

सामान्य :

- (i) जहां व्यावसायिक भूखण्डों हेतु टाईप डिजाइन स्वीकृत है वहां उसी स्वीकृत टाईप डिजाइन के भवन मानदण्ड लागू होंगे।
- (ii) उपरोक्त टिप्पणी (i) को छोड़कर शेष क्षेत्रों में पार्किंग विनियम (4) के अनुसार लागू होंगे।
- (iii) यदि किसी भूखण्ड का सामने का सेट बैक 12 मी. से कम है एवं वह भूखण्ड किसी योजना का भाग नहीं है तो ऐसी दशा में भवन एवं सड़क के बीच बाउण्ड्रीवाल या रेलिंग का निर्माण नहीं किया जायेगा।
- (iv) 15 मीटर से अधिक ऊंचा भवन होने पर लिफ्ट की सुविधा प्रदान करनी होगी तथा अग्निशमन आदि का प्रावधान करना होगा। अग्निशमन के प्रावधान नेशनल बिल्डिंग कोड के अनुरूप होंगे।
- (v) व्यावसायिक भवनों/व्यावसायिक परिसरों में होटल भी शामिल है जिसके लिये न्यूनतम क्षेत्रफल 500 व.मी. होगा। सेटबैक, ऊंचाई, एफ.ए.आर. तालिका 'ग' के अनुसार देय होंगे।
- (vi) बहुमंजिले व्यावसायिक भवन 18 मीटर एवं उससे अधिक चौड़ी सड़क पर ही अनुज्ञेय होंगे ।

लघु व्यवसायिक प्रतिष्ठान/दुकाने :

- (i) 12 मी. से कम चौड़ी सड़क पर अनुज्ञेय नहीं होंगे।
- (ii) 500 व.मी. से ज्यादा परन्तु 1500 वर्गमीटर तक क्षेत्रफल के भूखण्ड पर व्यावसायिक परिसर 12 मीटर अथवा उससे अधिक चौड़ी सड़क होने पर ही 1.75 एफ.ए.आर. देय होगा।
- (iii) 1500 वर्गमीटर से अधिक क्षेत्रफल के भूखण्ड कम से कम 18 मी. अथवा उससे अधिक चौड़ी होने पर ही 1.75 एफ.ए.आर. देय होगा।

मोटल/रिसोर्ट :

- (i) रिसोर्ट के लिए भूखण्ड का न्यूनतम क्षेत्रफल 1 हैक्टेयर होगा एवं मोटल्स हेतु भूखण्ड का न्यूनतम क्षेत्रफल 4000 व.मी. होगा।
- (ii) मोटल 18 मी. तथा रिसोर्ट 9 मीटर से कम चौड़ी सड़क पर अनुज्ञेय नहीं होंगे।

- (iii) मोटल्स एवं रिसोर्ट के भूखण्ड में प्रत्येक 150 व.मी. क्षेत्रफल के लिए कम से कम एक वृक्ष के अनुपात में बड़े वृक्ष जो 6 मी. या इससे अधिक ऊंचाई ग्रहण कर सकते हो लगाने होंगे।

सिनेमा/मल्टीप्लेक्स :

- (i) सिनेमा का निर्माण “राजस्थान सिनेमा (रेग्यूलेशन) एक्ट 1952” एवं राजस्थान सिनेमा (रेग्यूलेशन) नियम 1959 के प्रावधानों के अनुरूप होगा।
- (ii) सिनेमा हेतु भूखण्ड का क्षेत्रफल स्कीम के अनुसार अथवा 500 सीटों तक के सिनेमाघर हेतु न्यूनतम 1500 व.मी. होगा। 500 सीटों के पश्चात् प्रत्येक 25 सीटों के पश्चात् प्रत्येक 25 सीटो या उसके भाग के लिये भूखण्ड का अतिरिक्त क्षेत्रफल 75 व.मी. होगा। मल्टीप्लेक्स हेतु भूखण्ड का न्यूनतम क्षेत्रफल 2000 वर्गमीटर होगा।
- (iii) भूखण्ड योजना के अनुसार अथवा न्यूनतम 30 मी. चौड़ी सड़क पर स्थित होगा।
- (iv) यदि सिनेमा के भूखण्ड में सिनेमा के अनुषंगी उपयोग के अलावा अन्य वाणिज्यिक उपयोग जैसे दुकानें, वाणिज्यिक कार्यालय, होटल आदि प्रस्तावित हैं, तो ऐसे वाणिज्यिक उपयोग मल्टीप्लेक्स हेतु प्रत्येक 50 व.मी. निर्मित क्षेत्र, जो कि एफ.ए.आर. में गणना योग्य हो, पर एक ई.सी.यू. की दर से एवं सिनेमा के लिए प्रत्येक दस सीट पर एक ई.सी.यू. की दर से पार्किंग प्रदान करनी होगी।

पेट्रोल पम्प व फिलिंग स्टेशन :

- (i) पेट्रोल पम्प व फिलिंग स्टेशन के भवनों की निर्माण अनुज्ञा भारत सरकार के सड़क एवं परिवहन मंत्रालय (MORTH) एवं इण्डियन रोड काग्रेंस द्वारा राष्ट्रीय राजमार्गों पर फिलिंग स्टेशन के सम्बन्ध में जारी निर्देश तथा राज्य मार्ग एवं अन्य मार्गों के सम्बन्ध में सार्वजनिक निर्माण विभाग राजस्थान द्वारा जारी निर्देशों के अनुरूप दी जा सकेगी। किन्तु जिन राष्ट्रीय राज मार्गों के साथ निगम द्वारा सर्विस रोड दी गई है (राष्ट्रीय राज मार्ग के साथ बनाये गयी सर्विस रोड के अलावा) एवं रीको के औद्योगिक क्षेत्र में स्थापित होने वाले के लिए निर्माण अनुज्ञा निम्न लिखित प्रावधानों के अनुसार देय होगी ।

- (ii) यदि पेट्रोल/डीजल पम्प बिना सर्विस स्टेशन के बनाया जाना प्रस्तावित है तो ऐसे भूखण्ड के लिए सड़क के साथ चौड़ाई न्यूनतम 25 मी. होगी तथा गहराई न्यूनतम 21 मी. होगी।
- (iii) यदि पेट्रोल/डीजल पम्प सर्विस स्टेशन के साथ बनाया जाना प्रस्तावित है तो ऐसे भूखण्ड की सड़क के साथ चौड़ाई न्यूनतम 36 मी. होगी तथा गहराई 30 मी. होगी।
- (iv) पेट्रोल/डीजल पम्प बिना सर्विस स्टेशन के लिए सड़क की न्यूनतम चौड़ाई रीको योजना के अनुसार 18 मी. होगी । एवं पेट्रोल/डीजल पम्प कम सर्विस स्टेशन के लिए सड़क की न्यूनतम चौड़ाई रीको योजना के अनुसार 24 मी. होगी
- (v) पेट्रोल/डीजल पम्प बिना सर्विस स्टेशन एवं पेट्रोल/डीजल पम्प कम सर्विस स्टेशन रीको योजना क्षेत्र में, रीको की सड़को पर प्रस्तावित है तो चौरहे/तिराहे (any road junction) से न्यूनतम 18 मी. के दूरी पर देय होगा ।
- (vi) पेट्रोल/डीजल पम्प बिना सर्विस स्टेशन एवं पेट्रोल/डीजल पम्प कम सर्विस स्टेशन में 6मी. X 5मी. का निर्माण के अलावा दो केबिन 1.5मी. X 1.5मी. प्रदूषण निरीक्षण व एयर कम्प्रेसर यूनिट, 1.2मी. X 1.5मी. शौचालय आदि देय होंगे । उपरोक्त निर्माण पीछे कि बाउन्ड्रीवाल से 3मी. छोड़ कर बनायी जा सकेंगे । इसके अलावा जो भी निर्माण होगा वह इण्डियन रोड कांफ्रेंस द्वारा दिये गये निर्देशों के अनुसार देय होगा ।
- (vii) यदि आवंटी भूखण्ड/भूमि का उपयोग पेट्रोल पम्प अथवा पेट्रोल पम्प कम सर्विस स्टेशन (जो भी लागू हो) व उपरोक्त (vi) में दिये गये आवश्यक सुविधाओं के अलावा करना चाहता है तो सम्पूर्ण भूखण्ड के क्षेत्र हेतु निम्न लिखित अतिरिक्त रूपान्तरण शुल्क देय होगा :
 - (क) यदि भूखण्ड राष्ट्रीय राज मार्ग पर स्थित है- प्रचलित औद्योगिक विकास शुल्क की दर का 1.5 गुना
 - (ख) यदि भूखण्ड राज्य मार्ग पर स्थित है- प्रचलित औद्योगिक विकास शुल्क की दर का 1.25 गुना
 - (ग) यदि भूखण्ड अन्य मार्ग पर स्थित है- प्रचलित औद्योगिक विकास शुल्क की दर का 0.75 गुना

यद्यपि किसी भी परिस्थिति में निम्न लिखित सुविधाएं देय नहीं होंगी :

 - (i) केसीनो
 - (ii) मदिरालय (वाईन एवं बीयर शॉप)
 - (iii) बूचड़ खाना एवं मीट शॉप
 - (iv) वह सभी प्रकार के हानिकारक व प्रदूषित करने वाले दूग्धयुक्त, तरल, धूल, धुँआ, गैस, ध्वनी, कम्पन्न, ज्वलनशील पदार्थ अथवा अन्य

- (v) आवासीय-प्रबन्धक/कर्मचारी हेतु आवश्यक आवासीय सुविधा के अतिरिक्त

धर्म कांटा (वे-ब्रिज) :-

धर्म कांटा स्थापित करने के हेतु निम्नानुसार प्रावधान रखे जायेंगे :

- (i) भूखण्ड कि न्यूनतम नाप 30 मीटर सड़क के साथ एवं 17 मीटर गहराई (510 वर्ग मीटर) रहेगी जिसमें पिछे की दीवार से 3 मीटर दूरी छोड़ कर 4 मीटर X 5 मीटर का कमरा देय होगा।
- (ii) प्रस्तावित भूखण्ड के सामने सड़क की न्यूनतम चौड़ाई 24 मीटर होगी।
- (iii) धर्म कांटा यदि रीको क्षेत्र की सड़क पर प्रस्तावित है तो चौराहे/तिराहे से न्यूनतम दूरी 18 मीटर रहेगी।
- (iv) राष्ट्रीय राज मार्ग व राज्य मार्ग पर यदि धर्म कांटा प्रस्तावित है तो चौराहे/तिराहे से न्यूनतम दूरी इण्डियन रोड काग्रेंस के निर्देशो के अनुरूप ही देय होगा।

1.4 संस्थागत भवन :

संस्थागत भवनों के लिए भवन निर्माण बाबत भूखण्ड का क्षेत्रफल सेट बैक की न्यूनतम आवश्यकता, ऊंचाई तथा एफ.ए.आर. की सीमायें तालिका “घ” के अनुसार होंगे :

**तालिका “घ”
संस्थागत भवनों हेतु मानदण्ड**

क्र. सं.	क्षेत्रफल	अधिकतम आच्छादित क्षेत्र	न्यूनतम सेट बैक्स				अधिकतम उंचाई	देय एफ. ए. आर. '
			सामने	पार्श्व 1	पार्श्व 2	पीछे		
(i)	500 व. मी. तक	सेट बैक्स क्षेत्र के अलावा उपलब्ध क्षेत्र।	योजना के अनुसार निर्धारित सेट बैक्स				12 मी.	1.0
(ii)	500 व. मी. से ज्यादा परन्तु 750 व. मी. तक	सेट बैक्स क्षेत्र के अलावा उपलब्ध क्षेत्र।	7.5	3.0	3.0	3.0	12 मी.	1.0
(iii)	750 व. मी. से ज्यादा परन्तु 1500 व. मी. तक	सेट बैक्स क्षेत्र के अलावा उपलब्ध क्षेत्र।	9.0	4.5	4.5	4.5	विनियम 2.4 के अनुसार	1.0
(iv)	1500 व. मी. से ज्यादा परन्तु 2500 व. मी. तक	सेट बैक्स क्षेत्र के अलावा उपलब्ध क्षेत्र।	12.0	6.0	6.0	6.0	विनियम 2.4 के अनुसार	1.0

(v)	2500 व. मी. से ज्यादा परन्तु 4000 व. मी. तक	40 %	12.0	9.0	9.0	9.0	विनियम 2.4 के अनुसार	1.0
(vi)	4000 व. मी. से ज्यादा परन्तु 1 हेक्टेयर तक	35%	15.0	9.0	9.0	9.0	विनियम 2.4 के अनुसार	1.0
(vii)	1 हेक्टेयर से ज्यादा	35%	18.0	9.0	9.0	9.0	विनियम 2.4 के अनुसार	1.0

टिप्पणी:

- (i) भूखण्ड यदि योजना का हिस्सा है तो योजना के प्रावधान प्रभावी होंगे सड़क की न्यूनतम चौड़ाई जैसी शर्तों की अनिवार्यता नहीं होगी।
- (ii) 4000 व.मी. से अधिक बड़े भूखण्डों के सामने सड़क की न्यूनतम चौड़ाई 18 मी. होगी, यदि सड़क 18 मीटर से कम किन्तु 12 मीटर या इससे अधिक चौड़ी है तो देय एफ.ए. आर. 0.75 तक सीमित होगा।
- (iii) विनियम 4 के अनुसार पार्किंग का प्रावधान करना आवश्यक होगा।
- (iv) 15 मीटर से अधिक ऊंचा भवन होने पर लिफ्ट की सुविधा प्रदान करनी होगी तथा तदनुसार आपातकालीन, अग्निशमन आदि का प्रावधान करना होगा। अग्नि शमन के प्रावधान नेशनल बिल्डिंग कोड के अनुरूप होंगे।

2. भवन मापदण्डों से सम्बन्धित टिप्पणी व स्पष्टीकरण:

2.1 सैट बैक :

- (i) सेटबैक का निर्धारण भूखण्ड की बाउण्ड्री से होगा।
- (ii) यदि किसी भूखण्ड पर देय सेट बैक्स के कारण तालिका में अंकित अधिकतम आच्छादित क्षेत्रफल प्राप्त नहीं होता है यथा : 40 प्रतिशत अथवा 35 प्रतिशत तो उससे निम्न श्रेणी के भूखण्ड के सेटबैक्स की सीमा तक उस भूखण्ड के सेटबैक (अग्र सेट बैक्स को छोड़कर अन्य) में शिथिलता देय होगी
- (iii) विभिन्न आकार के भूखण्डों के आगे विभिन्न तालिकाओं में जो सैट बैक अग्र सैट बैक के रूप में दिए हैं वह संबंधित सड़क की चौड़ाई पर भी निर्भर करेंगे । वह निम्नलिखित से कम नहीं होंगे ।

सड़क की चौड़ाई	अग्र सैटबैक
18 मीटर से कम	3.0 मीटर
18 मीटर से 24 मीटर तक	4.5 मीटर
24 मीटर से अधिक	6.0 मीटर

लेकिन सक्षम अधिकारी मौके की स्थिति को देखते हुए अथवा भवन रेखा को देखते हुए अथवा स्थल के स्वरूप को ध्यान में रखते हुए भिन्न सैटबैक भी निर्धारित करने के लिए अधिकृत है ।

2.2 आच्छादित क्षेत्र :

(क) देय आच्छादन:

- (i) किसी भी प्रकार के भवन हेतु देय आच्छादन संबंधित तालिका के अनुरूप अथवा जहां सक्षम अधिकारी तय करने के लिए अधिकृत है वहां सक्षम अधिकारी के निर्णयानुसार देय होगा ।
- (ii) भवन के बेसमेन्ट एवं स्टिल्ट को छोड़कर किसी भी मंजिल पर आच्छादन उपरोक्त बिन्दु संख्या (1) में वर्णित देय आच्छादन (संबंधित टेबल के कॉलम 3 में उल्लेखित) से अधिक नहीं होगा।

(ख) आच्छादित क्षेत्र की गणना में निम्नलिखित को शामिल नहीं किया जायेगा:

- (i) यदि आच्छादित नहीं हो तो उद्यान, रॉकरी, कुआ और कुए की संरचना, खुला वाटरपूल एवं, स्विमिंग पूल, एवं उनकी संरचनाएँ, जो कि सड़क की सतह से 2.1 मी. से अधिक नहीं हो आग से बचाव हेतु जीना, वृक्ष का गट्टा (प्लेटफार्म) टैंक, फव्वारा, बैच, ऊपर से खुला हुआ चबूतरा एवं इनके समरूप संरचना।
- (ii) ड्रेनेज, कल्वर्ट, कन्ड्यूट, कैच, चेम्बर, गटर गार्वेज शूट (अधिकतम 0.6 मी. x 0.6 मी.) इत्यदि।
- (iii) कम्पाउण्ड वाल, गेट, बिना मंजिला पोर्च या पोर्टिको, स्लाईड, स्विंग, छज्जा, खुला रैम्प (जो स्टिल्ट के धरातल अथवा स्टिल्ट न होने की दशा में भूतल पर जाने के लिये हो) इत्यदि भागों से आच्छादित क्षेत्र। स्टिल्ट से बेसमेन्ट में जाने के लिए रैम्प।
- (iv) बालकनी जो कि भवन के बाहर 1.2 मीटर या सेटबैक दूरी का 1/3 जो भी कम हो, तक निकली हुई हो।
- (v) 500 वर्गमीटर से ज्यादा क्षेत्रफल के भूखण्डों में 6.25 वर्गमीटर तक का चौकीदार का कमरा।
- (vi) खुला ट्रांसफार्मर का चबूतरा एवं जनरेटर रूम जिसका क्षेत्रफल 20 व. मी. से अधिक नहीं हो, इलेक्ट्रिक पैनल रूम 2 व.मी., पम्प रूम 2 व.मी.।
- (vii) बेसमेन्ट में जाने हेतु रैम्प सेटबैक में देय होगा बशर्त अग्निशमन वाहन के आवागमन में बाधा उत्पन्न न हो तथा बेसमेन्ट में जाने हेतु रैम्प अग्र सेटबैक में भूखण्ड की बाउण्ड्री से 6 मी. छोड़ने के बाद देय है।

2.3 एफ.ए.आर. :

- (क) किसी भूखण्ड में एफ.ए.आर. की गणना में तहखाना, स्टिल्ट्स, व मध्यवर्ती मंजिल का निर्मित क्षेत्र तथा भवन की अन्य सभी मंजिलों का सकल आच्छादित क्षेत्र शामिल होगा परन्तु निम्न विनियम 2.3(ख) के अनुसार छूट देय होगी। तालिकाओं में उल्लेखित एफ.ए.आर. अधिकतम है ।
- (ख) निम्न वर्णित क्षेत्र को एफ.ए.आर. की गणना से छूट दी जा सकेगी :
- i. आच्छादित क्षेत्र की गणना से छूट हेतु विनियम 2.2 (ख) में वर्णित बिन्दु तथा
 - ii. लिफ्ट वेल एवं लिफ्ट मशीन का कमरा, जीना / सीढ़ी कक्ष पर गुमटी।
 - iii. जनरेटर रूम सेट बेक में बनाया जा सकता है बशर्ते न्यूनतम सेट बेक 9 मी. हो एवं अग्निशमन वाहन के आवागमन में किसी प्रकार की बाधा उत्पन्न न होती हो।
 - iv. बेसमेन्ट, स्टिल्ट व भवन का वह भाग जो पार्किंग के लिए प्रस्तावित है एवं इसके लिये संबंधित विभाग को भवन निर्माता द्वारा तय किये प्रारूप में तय प्रक्रियानुसार पत्र एवं अनुबन्ध दिया गया हो।
 - v. किन्हीं दो मंजिलों के बीच 2.00 मीटर की ऊंचाई तक सर्विस फ्लोर का क्षेत्रफल जो केवल भवन से संबंधित सर्विसेज के उपयोग में लिया जाये।
 - vi. आग से बचाव हेतु खुली सीढ़ी जो कि भवन के साथ अथवा सेटबैक क्षेत्र में भवन से दूर हो तथा अग्निशमन वाहनों / यंत्रों के आवागमन में बाधा उत्पन्न ना करे।
 - vii. पी.बी.एक्स एवं स्विच रूम जिसका क्षेत्रफल 20 व.मी. से अधिक नहीं हो यदि वातानुकूल उपकरण या इससे संबंधित मशीनें, भवन की आवश्यक सेवाओं के लिए लगाई जाती हैं। जिसका कुल क्षेत्रफल 4000 व.मी. तक के भूखण्डों में कुर्सी क्षेत्र का 10 प्रतिशत या 100 व.मी. जो भी कम हो तथा 4000 व.मी. क्षेत्रफल से ज्यादा बड़े भूखण्डों से कुर्सी क्षेत्र का 10 प्रतिशत या 200 व.मी. जो भी कम हो देय होगा।
 - viii. रैम्पस :
 - (क) पार्किंग क्षेत्र में पहुंचने हेतु वाहनों के लिये प्रस्तावित रैम्प,
 - (ख) अस्पताल एवं नर्सिंग होम में रूग्णों को लाने ले जाने के लिये रैम्प
 - (ग) सार्वजनिक भवनों में विकलांगों के लिये रैम्प जो कि 1.5 मी. से ज्यादा चौड़ा नहीं हो।

- ix. केवल ग्रुप हाउसिंग/फ्लेट्स के प्रकरणों में एफ.ए.आर. में गणना योग्य प्रत्येक 100 व.मी. निर्मित क्षेत्र पर 6 व.मी. घरेलू स्टोर के लिये एफ.ए.आर. में छूट दी जा सकेगी।
- x. 2.0 मी. तक चौड़ा सार्वजनिक उपयोग हेतु प्रस्तावित कोरीडोर / पेसेज/लॉबी यदि इससे अधिक चौड़ाई प्रस्तावित की जाये तो 2.0 मी. से अधिक चौड़ाई के क्षेत्रफल की गणना एफ.ए.आर. में की जायेगी।

2.4 ऊंचाई :

- (i) 24 मी. से कम चौड़ी सड़क पर स्थित भूखण्डों में भवनों की ऊंचाई सामने के सड़क के डेढ़ गुना अथवा 24 मी. में से जो भी कम हो, से अधिक नहीं होगी। 24 मी. अथवा उससे अधिक चौड़ी सड़क पर स्थित भूखण्डों में भवनों की ऊंचाई 30 मीटर तक देय होगी। यदि भवन में स्टिल्ट/बेसमेन्ट पार्किंग हेतु बनाया जाना प्रस्तावित है तो केवल बेसमेन्ट पार्किंग की दशा में सामने से सड़क के स्तर से कुर्सी तक की ऊंचाई (अधिकतम 1.2 मी.) केवल स्टिल्ट पार्किंग हेतु प्रस्तावित किये जाने की दशा में स्टिल्ट की स्पष्ट ऊंचाई (अधिकतम 4 मी.) बेसमेन्ट एवं स्टिल्ट दोनों को पार्किंग हेतु अनुबंधानुसार प्रस्तावित किये जाने की दशा में उपरोक्तानुसार दोनों को जोड़कर जैसा भी हो ऊंचाई की गणना में छूट दी जा सकेगी। किन्तु उपरोक्त ऊंचाई के प्रावधान निम्न पर लागू नहीं होंगे :
 - (क) तालिका क, ख, ग एवं घ में जहां ऊंचाई का प्रावधान दर्शाया गया है।
 - (ख) पूर्व में स्वीकृत टाइप डिज़ान में जहां ऊंचाई का उल्लेख है।
 - (ग) योजना क्षेत्रों में यदि नीलामी की शर्तों में अधिक ऊंचाई दी जाती/गई है। देय ऊंचाई हेतु सड़क की चौड़ाई योजना में दर्शाये अनुसार मान्य होगी।
- (ii) भवनों की ऊंचाई का निर्धारण भूखण्ड के सामने की सड़क के मध्य बिन्दु का औसत स्तर अथवा जहां यह सम्भव न हो वहां आस पास के औसत भूमितल को आधार मानकर होगा।
- (iii) सभी प्रकार के उपयोग एवं आकार के भूखण्डों हेतु निम्नलिखित अनुलग्न संरचनाएँ भवन की ऊंचाई में सम्मिलित नहीं की जायेंगी :
 - (क) छत पर पानी का टैंक और उनकी सहायक संरचनाएँ जो ऊंचाई से 2.00 मीटर से अधिक न हो, यदि पानी का टैंक सीढ़ी कक्ष की गुमटी पर बनाया जाता है तो (गुमटी को शामिल करते हुये) ऊंचाई 5.0 मी. से अधिक नहीं हो,

- (ख) संवातन, वातानुकूलन, लिफ्ट कक्ष और ऐसे सर्विस उपकरण, सीढ़ी जो गुमटी से आच्छादित हो तथा 3.00 मीटर से अधिक ऊंची न हो, लिफ्ट कक्ष जो 7.75 मीटर से अधिक ऊंचा न हो ।
 - (ग) चिमनी और पैरापेट वाल (मुंडेर) तथा ऐसे संरचनाएं जो भवन की सौन्दर्य वृद्धि हेतु निर्मित की जाये जो 1.5 मीटर से अधिक न हो।
 - (घ) सौर ऊर्जा द्वारा पानी गरम करने का संयंत्र एवं इस संयंत्र में पानी की सप्लाई हेतु टैंक।
- (iv) जिन भूखण्डों में एक से अधिक सड़क लगती हो उनके लिए देय ऊंचाई एवं अन्य प्रावधान जैसे एफ.ए.आर. आदि चौड़ी सड़क को आधार मानकर देय होंगे।

3. भवन निर्माण के लिए आवश्यक आंतरिक मानदण्ड

3.1 बेसमेन्ट :

3.1.1 भवन में बेसमेन्ट के निर्माण हेतु निम्नानुसार सीमाएँ अनुज्ञेय होंगी :-

- (i) निर्धारित सेट बैक छोड़ने के पश्चात् शेष भाग पर बेसमेन्ट का निर्माण किया जा सकेगा परन्तु 15 व.मी. से छोटे वाणिज्यिक भवनों में बेसमेन्ट देय नहीं होगा।
- (ii) निचला बेसमेन्ट यानि बेसमेन्ट के नीचे बेसमेन्ट तभी अनुज्ञेय होगा यदि इसे पार्किंग हेतु उपयोग में लाया जाता है। यह केवल उन्हीं भूखण्डों में देय होगा जिनका क्षेत्रफल 1500 व.मी. या उससे अधिक है एवं इसके लिये पर्याप्त वातायन की व्यवस्था की जायेगी। परन्तु किसी भी भूखण्ड पर दो से अधिक बेसमेन्ट देय नहीं होंगे।
- (iii) बेसमेन्ट की ऊँचाई न्यूनतम 2.75 मी. तथा अधिकतम 4.2 मी. होगी।
- (iv) भवन में बेसमेन्ट निर्धारित सेट बैक छोड़कर देय है तालिका में चाहे देय आच्छादन प्रतिशत से यह अधिक क्यों नहीं हो। यदि भवन की सीमाएँ बेसमेन्ट की सीमा से भिन्न है तो भवन के बाहर स्थित बेसमेन्ट की छत भूखण्ड के भूमि की स्तर से 1.2 मीटर से अधिक ऊँची नहीं बनाई जावेगी।

3.1.2 बेसमेन्ट के निर्माण हेतु निम्न शर्तों की अनुपालना आवश्यक होगी :-

- (i) प्रत्येक भाग फर्श से छत के नीचे की सतह या भीतरी छत तक कम से कम 2.75 मीटर ऊँचा होगा।
- (ii) चार से अधिक मंजिलों वाले भवनों में उच्चतर मंजिलों से पहुँच और निकास के लिए की गई मुख्य एवं वैकल्पिक सीढ़ियों से भिन्न व्यवस्था द्वारा बेसमेन्ट में पहुँचने का रास्ता दिया जायेगा।

(iii) कार्यालय और वाणिज्यिक उपयोग हेतु तहखाने में पर्याप्त संख्या में ऐसे निकास के रास्ते बनाये जायेंगे कि उनमें 15 मीटर से अधिक न चलना पड़े।

3.1.3 बेसमेंट को निम्न उपयोग में नहीं लिया जा सकता है।

(i) ज्वलनशील पदार्थ या हानिकारक माल के भण्डारण हेतु।

(ii) अन्य कोई गतिविधि जो की भवन में रहने वालों के लिये परिसंक्राम्य या हानिकारक हो।

3.1.4 इन विनियमों में बेसमेंट में अनुज्ञेय अन्य उपयोगों के अतिरिक्त निम्न उपयोग भी अनुज्ञेय होंगे :

(i) यदि राष्ट्रीय भवन संहिता के अनुसार पर्याप्त वातायन प्रदत्त किया जाता है तो तहखाना स्थायी उपयोग हेतु भी काम में लिया जा सकता है। साथ ही स्मॉक व टयलेट भी अनुज्ञेय होंगे यदि गन्दे पानी की समुचित निस्तारण व्यवस्था हो।

(ii) पुस्तकालय, समिति कक्ष एवं व्यावसायिक प्रयोजन हेतु बशर्ते वातानुकूलन व्यवस्था हो।

3.2 स्टिल्ट फ्लोर :-

3.2.1 एक भवन में केवल एक ही स्टिल्ट फ्लोर देय होगा एवं स्टिल्ट फ्लोर के कुर्सी की ऊँचाई सड़क से न्यूनतम 0.5 मी. होगी।

3.2.2 यदि प्रार्थी चाहे तो स्टिल्ट फ्लोर भू मंजिल के ऊपर भी पार्किंग हेतु ले सकता है लेकिन ऐसे प्रकरणों में स्टिल्ट संबंधित तालिका में उल्लेखित अधिकतम अनुज्ञेय आच्छादन तक सीमित होगा।

3.2.3 कुर्सी तल से स्टिल्ट की छत तल तक की अधिकतम ऊँचाई 4.0 मीटर होगी।

3.3 सर्विस फ्लोर :-

किन्हीं दो मंजिलों के बीच में विभिन्न प्लम्बिंग, सेनेटरी एवं अन्य मैकेनिकल एवं इलेक्ट्रिकल सुविधाओं के पाइप, डकट आदि के लिए उपयोग के सर्विस फ्लोर बनाया जा सकेगा, जिसकी अधिकतम ऊँचाई 2.00 मीटर होगी।

3.4 गैराज :-

पार्श्व सेट बैक में केवल एक निजी गैराज उन स्थायी भूखण्डों में अनुज्ञेय होगा जहां यह सेटबैक न्यूनतम 3 मीटर होगा। गैराज का अधिकतम क्षेत्रफल 20 व.मी. होगा। गैराज आच्छादित क्षेत्रफल व एफ.ए.आर. की गणना में शामिल होगा। गैराज का निर्माण भूखण्ड की पिछली सीमा से 9 मीटर के भीतर किया जा सकता है। गैराज के ऊपर केवल प्रथम तल पर ऊठने ही क्षेत्र का निर्माण किया जा सकता है। जो कि एफ.ए.आर. में शामिल किया जायेगा। 750 व.मी. से बड़े आवासीय भूखण्डों में यदि एफ.ए.आर. 1.2 से अधिक प्रस्तावित है तो सेट बैक में गैराज देय नहीं होगा।

3.5 पोर्च :-

पोर्च साइड सेट बैक या अग्र सेट बैक में खम्बों के सहारे टिका हुआ या अन्यथा देय होगा लेकिन अग्र सेट बैक में पोर्च तभी देय हो सकता है जब अग्र सेट बैक 6.0 मी. या उससे अधिक हो। तथा साइड सेट बैक में पोर्च तभी देय होगा जब साइड सेट बैक न्यूनतम 3 मी. हो। पोर्च के ऊपर किसी भी प्रकार का निर्माण देय नहीं होगा। सामान्यतयः एक भूखण्ड में एक पोर्च ही देय होगा ।

3.6 बालकनी :-

- (क) बालकनी कम से कम दो तरफ से खुली होगी।
- (ख) बालकनी सेट बैक की दूरी की एक तिहाई या 1.2 मी. जो भी कम हो देय होगी। परन्तु बालकनी की चौड़ाई (उपरोक्त से ज्यादा) भवन रेखा से अन्दर की तरफ (अर्थात् भवन की तरफ) बढ़ाई जा सकती है लेकिन इस अतिरिक्त चौड़ाई से सम्बन्धित क्षेत्रफल की गणना एफ.ए.आर. व आच्छादित क्षेत्र में की जायेगी।
- (ग) यदि भवन में किसी तरफ का सेट बैक 6.0 मी. से अधिक हो तो उस तरफ बालकनी क्षेत्र को भवन के अन्दर/कमरों के अन्दर शामिल किया जा सकता है। परन्तु इस प्रकार का आच्छादन भूमि तल से 3.5 मी. से ऊपर देय होगा एवं इसे शामिल करते हुये उस मंजिल पर कुल आच्छादन, संबंधित तालिका के कालम 3 में उल्लेखित अधिकतम अनुज्ञेय आच्छादन प्रतिशत से अधिक नहीं होगा तथा इसे एफ.ए.आर. में शामिल किया जायेगा।

3.7 सेट बैक क्षेत्र में अनुज्ञेय प्रक्षेप (प्रोजेक्शन)

- (क) छज्जा, जिसकी चौड़ाई 0.6 मी. या सेट बैक दूरी का एक तिहाई जो भी कम हो, तथा भूमि तल से 2.1 मी. से कम की ऊँचाई पर न हो।
- (ख) सीढ़ी का मध्यवर्ती ठहराव (लेडींग) जो कि चौड़ाई में 1.0 मी. या सेट बैक दूरी का एक तिहाई, जो भी कम हो एवं भूमि तल से 2.4 मी. से कम की ऊँचाई पर न हो। इसे जाली या ग्रिल से ढका जा सकता है। यह एफ.ए.आर. तथा आच्छादित क्षेत्र में सम्मिलित नहीं होगा।
- (ग) अलमारी, जो कि प्रत्येक रिहायशी कमरे पर 2.0 मी. लम्बाई एवं 0.6 मी. चौड़ाई की हो तथा भूमि तल से 3.5 मी. से कम की ऊँचाई पर न हो।
- (घ) बालकनी जो कि चौड़ाई में 1.2 मी. या सेट बैक दूरी का एक तिहाई, जो भी कम हो, तथा भूमि तल से कम से कम 3.5 मी. की ऊँचाई पर हो।

4. पार्किंग सुविधा

4.1.1. भवन निर्माण हेतु निम्नानुसार पार्किंग सुविधा आवश्यक होगी :

- (क) आवासीय एवं अन्य उपयोग (वाणिज्यिक भवनों, सिनेमा एवं थियेटर्स के अलावा) : एक समतुल्य कार इकाई (ई.सी.यू.) प्रति 75 वर्गमीटर निर्मित क्षेत्र देय होगी लेकिन 500 वर्ग मीटर एवं उससे छोटे आवासीय भूखण्डों पर पार्किंग की अनिवार्यता नहीं होगी।
- (ख) सिनेमा, थियेटर आदि : प्रति दस सीट पर एक समतुल्य कार इकाई।
- (ग) वाणिज्यिक भवनों के लिये एक समतुल्य कार इकाई (ई.सी.यू.) प्रति 50 वर्ग मीटर निर्मित क्षेत्र पर देना आवश्यक होगा साथ ही तालिका “ग” के नीचे दी गई टिप्पणी में से पार्किंग से सम्बन्धित प्रावधान भी लागू होंगे।

4.1.2. एक इकाई ई.सी.यू. के लिए खुले में 25 वर्गमीटर, भूतल पर आच्छादित में 30 वर्गमीटर तथा बेसमेन्ट में 35 वर्गमीटर क्षेत्र आवश्यक होगा।

4.1.3. पार्किंग सुविधा उपलब्ध कराते हुए कुल ई.सी.यू. का न्यूनतम 50 प्रतिशत कार पार्किंग के लिए ही निर्धारित होगा। तथा 40 प्रतिशत स्कूटर पार्किंग एवं 10 प्रतिशत साईकिल पार्किंग के लिए होगा।

4.1.4. 4.1.1 (क) (ख) एवं (ग) में वर्णित आवश्यक पार्किंग की गणना के लिए वह क्षेत्रफल आधार माना जायेगा जो एफ.ए.आर. में सम्मिलित किया जाता है।

4.1.5. विभिन्न वाहनों के लिए पार्किंग का स्थान निम्न प्रकार होगा किन्तु इसमें वाहन के चालन का क्षेत्र शामिल नहीं है। पार्किंग हेतु क्षेत्रफल की गणना विनियम 4.1.2 के आधार पर अथवा वास्तविक के आधार पर की जायेगी।

कार	2.75 मी. × 5.5 मी.
दुपहिया ओटो/स्कूटर	1 मी. × 2 मी.
साईकिल	0.5 मी. × 2 मी.

अनुसूची - 1

क्र.स.	भवनों की श्रेणी	गतिविधियां
1.	आवासीय भवन	Group /Flatted Housing, Plotted development etc.
2.	वाणिज्यिक भवन	All Commercial establishments including Shops, Multiplexes, Commercial Complexes, Commercial establishments of various service providers etc.
3.	संस्थागत भवन	All educational institutions, Hospitals, Offices of utilities belonging to various Public Bodies etc.

Clarifications, Stipulations and Notes related to FORM-'E-1' :

- (i) Provision of set backs, basements, calculation of FAR, ground coverage, maximum height of the building, parking requirements and other provisions of the building part including the definitions, which are not mentioned/covered in the above amended Building Byelaws/Parameters under FORM-'E-1' shall be governed by the relevant provisions of the State Model Building Byelaws, 2006.
- (ii) Existing procedure for approval of the Building Plans, time period for implementation of the project shall continue to be the same as prescribed in RIICO Disposal of Land Rules, 1979.
- (iii) The above amended Building Byelaws/Parameters under the FORM-'E-1' will come into force with effect from 23.5.2008 and will be primarily applicable to the new allotments and new conversion cases. However the old allottees/conversion cases may also opt the above cited Building Byelaws/Parameters *(relevant to the case) but in toto, subject to the following riders:*
 - a. that building construction in non industrial plot should fulfill every building parameter of the amended building bye-laws of the Corporation.
 - b. with higher FAR, requirement of parking would be increased, therefore in constructed building if concurrent required parking is not available then increase in FAR would not be permitted. Similarly, ground coverage, setbacks and building height prescribed as per amended building byelaws would be followed. Only one set of building parameters, earlier or prevailing will be allowed.
 - c. the applicant will produce building plans of existing building showing all details of utilization and proposed construction as per amended building parameters.
 - d. any violation in respect of earlier building parameters should be penalized/removed first.
 - e. the above approval is also subject to the condition that the applicant shall furnish a legal undertaking to the effect that all the regulations and conditions etc. of the new building parameters/bye-laws have been complied with in toto.

(Existing building parameters amended and substituted by the above as per approval by the IDC vide item 31 of its meeting held on 15.4.2008 and have come into force vide office order no. 9/2008 dated 23.5.2008. Amended as per approval by the IDC vide item 13 of its meeting held on 27.10.08. Amended further as per approval by the IDC vide item 14 of its meeting held on 19.6.09. Clarification by the IDC vide item 11 of the meeting held on 15.9.2009. Amended as per item 6 of IDC meeting dt. 10.2.2010)

FORM-'E-1.1'

Building Parameters/regulations for Development of Family Activity Centre (FAC) in RIICO Industrial Areas.

Family Activity Centres (FACs) can be set up on the plots meant for Multi Storied Commercial Complexes. The building parameters for such FACs will be the same as are prescribed to the 'Multi Storied Commercial Complexes' under point **1.3** of the **FORM-'E-1'**, except the following restrictions/deviations:

- (i) FACs will be permitted on minimum 100 feet wide roads. If the FAC is located abutting two or more roads then minimum width of one of the roads should be 80 feet.
- (ii) Max. F.A.R. will be restricted to 1.5
- (iii) Parking Requirements:
 - 1ECS/10 seats for theatre and
 - 1ECS/50 Sq. Mt. of total floor area of commercial use.

Explanation: *'Family Activity Centre' shall mean a theatre having two screens for screening movie, a food court, a small super market, internet cafe and children's playing area.*

(Inserted as per approval by the IDC vide item 36 of its meeting held on 15.4.2008 and have come into force vide office order no. 8/2008 dated 16.5.2008)

FORM 'E-2'

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

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

Table E-2-1

FOR IT/ITeS PLOTS:

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

Notes & Explanations:

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

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

FORM "F"

Rates of economic rent applicable with effect from 1.4.2002

- (a) In cases of allotment made and lease deeds executed upto 31.3.1991, the rate of economic rent shall be :
- (i) Rs. 125/- per 4000 sqm. per annum in a town having population of 3 lacs and above ;
 - (ii) Rs. 75/- per 4000 sqm. per annum in a town having population more than 10000 but below 3 lacs ; and
 - (iii) Rs. 37/- per 4000 sqm. per annum in a town having population below 10000.

The above rates are subject to minimum of Rs. 25/- per annum.

- (b) In cases of allotment made on or after 1.4.1991, the rates of economic rent shall be :
- (i) Rs. 387/- per 4000 sqm. or part thereof per annum in a town having population of 3 lacs and above ;
 - (ii) Rs. 237/- per 4000 sqm. or part thereof per annum in a town having population more than 10000 but below 3 lacs ; and
 - (iii) Rs. 125/- per 4000 sqm. or part thereof per annum in a town having population below 10000.

However, with effect from 1.4.2003 the economic rent would be calculated on the basis of above rates depending on the actual size of plot and rounded off to the next rupee subject to a minimum economic rent of Rs. 100/- per annum.

In cases of allotment made prior to 1.4.2002 where the period of 5 years has not been completed after allotment of plot or last revision in economic rent allowed in favour of allottee of plot, aforesaid rates shall be made applicable soon after completion of 5 years period.

(*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)

LEVY OF ONE TIME ECONOMIC RENT

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

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

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

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

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

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

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

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

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

REGIONAL OFFICES

(Units)

	Head Quarters	Ind. Areas administered
1.	ABU ROAD Sr. Regional manager, RIICO Ltd., Ambaji Ind. Area Abu Road-307 026 Ph. (02974) 226647 (O) 226246(R)	Arbuda, Ambaji, Sheoganj, Sheoganj Ext. Sirohi Road, Sirohi, Sarneshwar, Swaroopganj, Mandar, Growth Centre.
2.	AJMER Sr. Dy. GM RIICO Ltd., Vaishali Nagar, Ajmer-305 006 Ph. (0145) 2641143 (O) 2642229 (R)	Makhupura Ext., Makhupura (T.A), Gegal, Parbatpura, MTC, Kishangarh, Bijaynagar, Beawar, Kekri, Sarwar, Marble Mandi, Kishangarh, Woollen Complex, Gohna, Bewanaja, Beawar (Rampur Mewatian), Silora, Sardhana
3.	ALWAR Regional Manager, RIICO Ltd., DIC Moti Dungari Road, Alwar-302 001 Ph. (0144) 2700513 (O) 2342004 (R)	Matsya, Kherli Rail, Rajgarh, Alwar (TA), Khairthal, Thanagaji, Matsya Ext., Rajgarh Ext., Khairthal Ext.
4.	BALOTRA Sr. Regional Manager, RIICO Ltd. RIICO Ind. Area, Balotra-344 022 Ph: (02988) 220576 (O) 220982 (R)	Barmer, Balotra, Balotra Ext., Samdari, Barmer (Automobiles), Mokalsar.
5.	BANSWARA Regional Manager, RIICO Ltd. Ind. Area Pipalwa, Banswara-327 001 Ph: (02962) 242205 (O 520650 (R)	Sagwara, Dungarpur, Bichhiwara, Thikaria, Pipalwa, Kushalgarh, Partapur, Ghatal, Thikria (T.A)
6.	BHARATPUR. Regional Manager, RIICO Ltd. Brij Ind. Area Bharatpur-321 001 Ph: (05644) 222881 (O) 237627 (R)	Brij, Deeg, Bayana, Jurehra, Bari, Bharatpur, Dholpur, Growth Centre, Dholpur (T.A), Dholpur (Odela) Dholpur (T.A), G.C Dholpur Ext.
7.	BHILWARA Regional Manager, RIICO Ltd., Ind. Area Biliya Road No. 2 Bhilwara-311 001. Ph. (01482) 260083, 244622 (R). 260579(Fax)	Bhilwara, Bigod, Jahajpur, Growth Centre Hamirgarh, Raila, Mandpiya, Kanya Kheri, Chittorgarh (Chandera), Nimbahera, Kapasan, Pratapgarh, Manpur, Ajolia Ka Khera, Chittorgarh (T.A), Chittorgarh Ext.

8.	BHIWADI (Unit-I) Sr. Regional Manager, RIICO Ltd. Udyog Bhawan, RIICO Chowk, Bhiwadi-301019 Ph: (01493) 223070 (O) 224439 (R) 220169 (Fax)	Bhiwadi Ph-I to Phase IV Samtel Zone, Ghatal & Rampur Mundana.
9.	BHIWADI (Unit-II) Sr. DGM, RIICO Ltd. Community Centre, Dhabha Complex, Bhiwadi-301019 Ph: (01493) 220811 (O) 220141 (R) 220728 (Fax)	Chopanki, Khushkhera & Sarekhurd.
10.	BIKANER Regional Manager, RIICO Ltd., DIC Chopra Katla, Rani Bazar, Bikaner-334 001 Ph. (0151) 2201612 (O) 2251523 (R)	Bichwal, Loonkaransar, Karni, Napasar, Nokha, Rani Bazar, Khajuwala, Khara (Growth Centre), Doongarh.
11.	BORANADA Regional Manager, RIICO Ltd., Indl. Area Boranada, Jodhpur-342 001. Ph: (0231) 281410 (O) 2433216 (R)	Boranada, EPIP, Agro Food Park, Shilp Gram (Pal), Jaisalmer, Shilpgram, Pokran.
12.	JAIPUR (NORTH) Regional Manager, RIICO Ltd. , Road No. 5 VKI Area, Jaipur-302 013 Ph: (0141) 2330540, 2753451(R) 2333863 (Fax)	Vishwakarma, Vishwakarma Ext.. Jhotwara (T.A), Jetpura, Renwal, Kaladera, Akera Dungar, Sarnadungar Ph-I, II ,
13.	JAIPUR (RURAL) Regional Manager, RIICO Ltd., 22 Godam, Jaipur-302 005. Ph:(0141) 2212808 (O), 2211150 (R)	Bagru Old, Bagru Ext., Bagru Ext. Ph-II, Dudu, shahpura, Kanakpura, Phulera, 22 Godown, Sudarshanpura, Bindayaka, Kartarpura, Kukas, Manpur Macheri, , Sudarshanpura Ext. Kath Kalwar.
14.	JAIPUR (SOUTH) Sr. RM Malviya Indl. Area, Jaipur-302 017 Ph:(0141) 2750870(O) 2520724 (R)	Malviya, Bassi, Hirawala, Bandikui, Dausa, Bapi, Zerota, Lalsot, Mahuwa, Kilkipura, Bagrana, Mansarover, Gem Stone Park, Bagru Chitroli..
15.	JAIPUR (EPIP) Regional Manager,	Sitapura, EPIP, Jaipur.

	RIICO Ltd., Indl. Area, Sitapura Jaipur-303 905 Sitapura Ph:(0141)2770208 (O) 2620907 (R) Fax: 2770119.	
16.	JODHPUR Sr. Regional manager, RIICO Ltd., Industrial Estate, New Power House Road, Jodhpur-342 001 Ph: (0291) 2430901 (O) 2742826 (R), Fax: 2647092.	Mandore, Phalodi, Khichan, Marudhar, Light Ind. Area (TA), Mini Growth Centre Sangaria, BNPH Heavy (TA), Electronic Complex, New Jodhpur, BKK. Mathania, Sangaria
17.	JHUNJHUNU Sr. Regional Manager, RIICO Ltd., Ind. Area, Jhunjhunu- Ph: (015972) 250002 (O)	Chirawa, Pilani, Singhana, Jhunjhunu, Churu, Sardarshahar, Ratangarh, Taranagar, Sadulshahar, Sujangarh, Bidasar.
18.	JHALAWAR Regional Manager, RIICO Ltd. Indl. Area, Jhalawar Ph.(07432) 231358 (O) 231797 (Fax)	Jhalra Patan, Jhalawar, Growth Centre Ind. Estate, Jhalawar, Aklera, Bhawani Mandi, Gindore, Devrighata.
19.	KOTA Regional Manager, RIICO Ltd. Indraprastha Ind. Area Kota-324 003. Ph: (0744) 2422132 (O) 2437708 (R) 2427669 (Fax).	Indraprastha, Chambel, Rly. Crossing, Ramganjmandi, Suket, Electronic Complex (Kota), Ranpur, Agro Food Park, Hadoti Indl. Area, Large Scale, Nanta, Lakhava, Pariyavaran (Saketpura) Sumerganj Mandi, Hatipura, BNR, Govindpur Babri, BPR, BCR, Baran, Chhabra.
20.	NAGAU Regional Manager, RIICO Ltd. DIC, 172, Sanjay Colony, Nagaur. Ph:(01582) 241094 (O) 240166 (R).	Makrana (Bidyad), Merta City, Mini Growth Centre, Nagaur, Deedwana, Parvatsar.
21.	PALI Regional Manager, RIICO Ltd., ITI Road, Pali, Marwar-306 401. Ph: (02932) 250130 (O) 22070 (R).	Pali, Mandia Road, Sojat City, Sumerpur, Bar, Ind. Estate Pali, Marwar Jn. Falna Zadri, Pipaliyan Kalan, Jalore, Sanchore, Bishangarh, Bainwal,
22.	SAWAIMADHOPUR. Sr. Regional Manager, RIICO Ltd., Kherda Indl. Area Sawaimadhampur-322 001. Ph: (07462) 220581 (O) 220554 (R).	Hindaun City, Karauli, GangapurCity, Kherda Road, Ranthambhor Tonk, Malpura, Newai, Deoli., Newai IID Centre.
23.	SHAHJAHANPUR Sr. Regional Manager, RIICO Ltd.	Behror, Shahjahanpur, Kotpuli, Neemrana, Sotanala.

	Shahjahanpur-301 706, Dist. Alwar. Ph: (01494) 2235369 (O) , 2235237 (O) 2545381 (R).	
24.	SIKAR Regional Manager, RIICO Ltd., Indl. Area, Sikar-332 001 Ph: (01572) 245657 (O) 246005 (R)	Sikar, Handicraft, Srimadhopur, Khandela, , Neem Ka Thana,, Fatehpur, Khatu Shyam Jee (Reengus), Ajitgarh.
25.	SRIGANGANAGAR Sr. Regional Manager, RIICO Ltd., Udyog Vihar, Sriganganagar-335 001. Ph: (0154)2494485 (O) 2421385 (R) 2494903 (Fax).	Suratgarh, , Anoopgarh, Padampur, Rawla Mandi, Gharsana, Udyog Vihar, Sadulshahar, Indl Estate, Raisingh Nagar, Nohar, Hanumangarh Jn., Bhadra, Hanumangarh (T.A), Sangaria-II Ph., Sangaria (T.A), Rawatsar (T.A), Pilibanga TA.
26.	UDAIPUR Sr. DGM, RIICO Ltd., Meawar Ind. Area., Road No. 2, Udaipur-313001 Ph. (294)2491494, 2490168 (O) 2431270	Gudli, Sanwar, Bhamashah, Mewar, Fatehnagar, Sukher-sapetia, Pratapnagar (T.A.), Kalarwar IID Centre, Dhoinda Rajnagar, MIA Ext, and IT Park.

Item 5: Permitting relaxation in existing provisions of Rule 21 of RIICO Disposal of Land Rules, 1979 and insertion of new proviso in Rule 18(D) of RIICO Disposal of Land Rules, 1979 relating to allotment of developed land to the khatedars in lieu of cash compensation.

The Committee discussed the agenda and, in order to provide relief to the khatedars who have been allotted land in lieu of cash compensation, accorded approval for amendment in the existing provisions of Rule 21(4) and insertion of new rule 18(D) to the RIICO Disposal of Land Rules 1979, as under, which shall be uniformly applied on industrial/residential/commercial land:

21(4) The time limit for commencing production/construction of dwelling unit/commercial establishment shall not apply to khatedar allottees. However, the time period prescribed for setting up the industry/dwelling unit/commercial establishment as per rule, shall be binding upon the transferee who has purchased the land from the khatedar allottee. The relevant date will be the date of transfer.

18(D):

(xiii) Khatedar allottee shall be permitted to transfer the vacant plot.

(xiv) The transferee who has purchased the land/plot from the khatedar allottee shall not be permitted to transfer the vacant land.

The above amendments shall be made applicable with retrospective effect to the existing allottee khatedars. However, the cases already decided as per prevailing provisions shall not be re-opened.

