OFFICE ORDER (26/2011)

Sub: Allotment of group housing plots at RIICO Industrial Areas for creating residential facility through private developers.

This matter was placed before the Infrastructure Development Committee meeting (item No. 41) held on 18.2.2011. The committee discussed the agenda and formed a sub-group of Commissioner (Inv. & NRI), MD RIICO and Secretary Energy to examine the proposal and give recommendations.

The recommendation of sub-group was placed before the IDC (item No. 12) in its meeting held on 9.6.2011. The Committee discussed the agenda and accorded approval to the recommendation made by the sub-group in its meeting held on 27.4.2011, with a modification. The modified policy for allotment of land for group housing at RIICO Industrial Areas for creating residential facility through private developers is enclosed as Annexure ‘R’.

Accordingly, the Committee accorded approval for replacement of sub-rule 3(G)4 of RIICO Disposal of Land Rules 1979 with the policy for allotment of land for group housing at RIICO Industrial Areas for creating residential facility through private developers as in Annexure ‘R’.

(Chetan Deora)
Advisor (Infra)
Annexure 'R'

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

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

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

2. Reserve rate:
Prevailing rate of Development Charges of concerned Industrial Area.

3. Broad details of the plot to be advertised:
Details of the plots like its location / Industrial Area, Area of plot Area, Allotment price and address of Concerned Unit Office shall be provided.

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

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

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

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Plot size 5000 to 10000 sqm.</th>
<th>Plot size Over 10000 sqm.</th>
</tr>
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<tbody>
<tr>
<td>Required minimum turn over</td>
<td>Rs. 50 Crore</td>
<td>Rs. 100 Crore</td>
</tr>
<tr>
<td>Required minimum net worth</td>
<td>Rs. 25 crore</td>
<td>Rs. 50 crore</td>
</tr>
<tr>
<td>Required minimum experience</td>
<td>3 years</td>
<td>3 years</td>
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<tr>
<td>Minimum construction</td>
<td>1000 dwelling units</td>
<td>1000 dwelling units</td>
</tr>
</tbody>
</table>

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

II. Consortium Criteria:
   a. Maximum 3 parties can form a consortium.
   b. Each of the party in consortium shall be jointly and severally responsible for successful implementation of the project.
   c. The turn-over and net-worth norms would be considered in combination of all parties to the consortium.
d. One of the parties of the consortium should have at least 3 years experience of construction of dwelling units.

e. One of the party of the consortium would be named as lead which should meet at least minimum 50% of the eligibility requirement for turnover and net worth.

f. Either SPV or the lead would execute agreement on behalf of the consortium with RIICO.

g. Core 1 bidding document used by Power Companies may be referred to on the website of Power Finance Corporation/Rajasthan Vidyut Utpadan Nigam Limited for preparing bid document.

7. Applicants to submit proposal including following:

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

a. Documents/documentary proof of the fulfillment of application criteria as at clause (6) duly attested.

b. Concept plan enumerating details of utilization of land/number of flats, their sizes/facilities/services etc.

c. Proof of Financial Soundness, capacity to execute project.

d. Means of financing, implementation schedule.

e. Last 3 years copies of Balance Sheet duly attested by registered Chartered Accountant.

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

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

9. Project Implementation Period:

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

<table>
<thead>
<tr>
<th>शृंखला का व्यष्टित आकार</th>
<th>अधिकारित आकारदेह</th>
<th>मूलतम शेष बकश (मी.)</th>
<th>अधिकारित उचाई</th>
<th>एफ. प. आ.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5000 व. मी. हो  उपयोग पदन्तु 1 हेक्टेयर तक</td>
<td>35 प्रतिशत</td>
<td>15.0</td>
<td>9.0</td>
<td>9.0</td>
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<tr>
<td>1 हेक्टेयर में उपयोग पदन्तु 10 हेक्टेयर तक</td>
<td>35 प्रतिशत</td>
<td>18.0</td>
<td>9.0</td>
<td>9.0</td>
</tr>
</tbody>
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प्रणाली:
1. विलियम के अनुसार पार्थिव का प्रादान कदना आवश्यक होगा।
2. 15 मीटर से अधिक ऊंचा भवन होने पर लिपट की सुविधा प्रदान करनी होगी तथा आपातसंथान अनुसरण का प्रादान कदना होगा। अनुसरण का प्रादान नेशनल विदितेक कोड के अनुसार होगा।
3. योजना व्यय में उपयोग आवश्यक का शृंखला होने की स्थिति में सामने का शेष बैंक (कोने के शृंखला में बड़ी लड़की की तफल का लेट बैंक) स्वतंत्र को अनुसार अवधि योजना अनुसार अनुसार जो भी अधिक है देय होगा। कोने के शृंखला में छोटी लड़की की तफल का लेट बैंक योजना अनुसार होगा।
4. कुंडल स्थिरकृत योजना एफ.ए.आट. क्षेत्र का 3 प्रतिशत वृक्षों के लिए उपयोग किया जा सकता है जो कि देवल स्टेट फालो पट पेद है।
5. शृंखला के सामने की लड़की की चौँड़ाई 12 मी. हो क्रम होने पर देय एफ.ए.आट. 1.2 तक मीटिक होगा।
6. शृंखला में प्राप्त 150 व.मी. क्षेत्रसंस्करण को लिये क्रम से क्रम एक दृष्ट के अनुसार में बड़े दृष्ट जो कि 6 मी. या कादें अधिक अंतराई रण के सकने हो समेत हो उम्मेद होगी।
7. अभिकील आवश्यक कदना 18 मी. एवं उसके अधिक चौथी लड़कों पर ही अनुकूल होंगे।

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

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

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

i. No separate permission/charges for sub-leasing the built up space will be required.
ii. Building construction of the Complex will be done as per the RIICO Buildings Parameters related to the Group Housing. The Complex may also house commercial, recreational, facilities for sub-leasing to the extent permitted in RIICO building parameters related to the Group Housing.
iii. Sub-lease period will not exceed the remaining period available to the original plot allottee.
iv. It is primarily the land allottee / prime lessee who will be required to pay all dues / annual charges eg. Service Charges and Economic Rent etc. to RIICO. If the sub lessees are made to pay the above annual charges to RIICO then the allottee will put a condition to this effect in the sublease. Without such condition the sublease will not be treated as valid. A suitable provision / clause regulating the above arrangement will also be inserted in the lease deed to be executed with the land allottee.
v. Common facility area will be maintained by the developer or through any agency approved by it, for which the developer may levy suitable charges on the users.

vi. Lessor (RIICO) will provide only outer infrastructure as per the development scheme of the concerned industrial area. Internal development of the Complex will be the sole responsibility of the allottee / lessee as per plans approved by RIICO.

vii. Rights and liabilities between the lessee (allottee) and sub-lessee will be determined amongst themselves and these will not be binding on RIICO in any manner. However such mutual rights and liabilities will have to conform to the rules and regulations of RIICO and terms and conditions of such allotment of land etc.

viii. RIICO shall not be answerable/ responsible for any dispute arising between lessee and sub-lessee.

ix. RIICO will not be responsible for providing any extra infrastructure support or services to the sub-lessees. However, sub lessees are free to form a society registered under the Society Registration Act - 1958 or company under Section 25 (G) of the Companies Act 1956 on 'no profit no loss' basis for day to day maintenance and to provide civic amenities for their respective premises.