

# **Rajasthan Land Revenue (Allotment of Land for Setting up of Power Plant based on Renewable Energy Sources) Rules, 2007**

RAJASTHAN

India

## **Rajasthan Land Revenue (Allotment of Land for Setting up of Power Plant based on Renewable Energy Sources) Rules, 2007**

### **Rule**

### **RAJASTHAN-LAND-REVENUE-ALLOTMENT-OF-LAND-FOR-SETTING- of 2007**

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Rajasthan Land Revenue (Allotment of Land for Setting up of Power Plant based on Renewable Energy Sources) Rules, 2007 Published vide Notification No. No.F.6(2)/Rev.VI/2001/32, dated 18.6.2007 No.F.6(2)/Rev.VI/2001/32. - In exercise exercise of the powers conferred by section 100 of the Rajasthan Land Revenue Act, 1956 (Act No. 15 of 1956), the State Government hereby makes the following rules, namely: -

### **1. Short title and commencement.**

(1) These rules may be called the Rajasthan Land Revenue (Allotment of Land for Setting up of Power Plant based on Renewable Energy Sources) Rules, 2007. (2) They shall come into force at once.

### **2. Definitions.**

(1) In these rules, unless the context otherwise requires - (a) "conventional Power Plant" means or gas based thermal, hydro or nuclear power plants. (b) [ "Developer" means a person who develops, and/or maintains Wind Farms, Wind Power Plant, Solar Parks and Solar Power Plant and also creates and/or maintains common infrastructure facilities for above units;] [Substituted by Notification No. G.S.R. 18, dated 6.8.2014 (w.e.f. 18.6.2007).] (c) "DLC" means the committee constituted by the State Government for a District from time to time under clause (b) of sub-rule (1)

of rule (2) of the Rajasthan Stamp Rules 2004.(d)"Form" means the Form appended to these rules.(e)"Investor" means a person investing in Renewable Energy Plant for generation of electricity.(f)"Polluting Plant" means polluting industries defined under environmental (protection) Act, 1986 (Act No. 29 of 1986).(g)"Power Producer" means Investor/Developer who develops Power Plant for generating grid-grade electricity from Renewable Energy Sources.(h)"R.R.E.C." means Rajasthan Renewable Energy Corporation Limited.(i)"Renewable Energy Power Plant" means a power. plant generating grid quality electricity from Renewable Energy Sources excluding conventional power plant.(j)"Renewable Energy Sources" (RES) means and includes non-conventional renewable energy generating sources such as mini hydel upto 15 MW, wind, solar and biomass as approved by the Ministry of New and Renewable Energy Sources, Government of India; and(k)"Wind farm" means a place where wind turbine generator is set up generate electricity through use of wind energy.(2)Words and expressions used but not defined in these rules shall have the same meanings as assigned to them in the Rajasthan Land Revenue Act, 1956 and Electricity Act, 2003 (Central Act No. 36 of 2003).

### **3. Application for allotment.**

(1)The Power Producer shall select appropriate site of land available in the area where the Renewable Energy Power Plant is proposed to be set up.(2)The application for allotment of Government land for setting up Renewable Energy Power Plant shall be submitted by the Power Producer in Form "A", duly completed, to the Rajasthan Renewable Energy Corporation.(3)Every application shall be given a registration number by RREC and list of registered application shall be displayed on the Notice Board of RREC.(4)The application shall be processed and recommended by the RREC to the District Collector, if found complete in all aspects and if the applicant fulfills all the requirements for allotment of land as per the Policy for promoting generation of electricity through non-conventional energy sources declared by the Energy Department, Government of Rajasthan, from time to time.(5)If the Collector after considering the application is satisfied that the proposals are complete in all respects, he shall send the application with his comments to the State Government.

### **4. Period of allotment and terms and conditions of lease.**

(1)After receiving the proposal from the District Collector under sub-rule (5) of rule 3, allotment of land for setting up of Renewable Energy Power Plant may be made by the State Government.(2)Land for Renewable Energy Power Plant shall be initially allotted on lease hold basis for a period of 30 years from the date of allotment. The lease may be renewed for a further period of 10 years.(3)On the expiry of lease period the land allotted under these rules shall revert back free from all encumbrances to the State Government.(4)The lessee shall abide by all the terms and conditions prescribed in the lease deed.(5)Every Power Producer shall abide by all the terms and conditions of allotment and directions issued by the State Government and R.R.E.C. from time to time.(6)The Lease holder shall have limited rights in the land allotted to him for the purpose of setting up Renewable Energy Power Plant.(7)The lease-holder in the lease period, may assign his interest to any financial institution for the purposes of taking loan for establishing or developing the Renewable Energy Power Plant, such assignment shall be subject to first charge of the Government.

## **5. Land not available for allotment.**

- The following land shall not be allotted under these rules : -(a) Land prohibited under section 16 of the Rajasthan Tenancy Act, 1955 (Rajasthan Act No. 3 of 1955), (b) Land situated in catchment area of any tank, river, Nala, Nadi, (c) Land reserved for allotment under any specific rules, (d) Land falling under urbanisable limit or peripheral belt as provided under section 90-B of the Rajasthan Land Revenue Act, 1956 (Act No. 15 of 1956), (e) For polluting plants land within radius of 1.5 km and land within radius of 0.5 km for non-polluting plants from outer limits of inhabitation (abadi) of a revenue village. In special circumstances after recording reasons for the same the State Government may relax this condition only for non-polluting plants, (f) Land falling within National Capital Region, or (g) Land falling within the boundary limits of any Railway Line or any other road maintained by Central or State Government or local authority as specified in any Act or Rules or within the limits specified in the guidelines given by the Indian Road Congress from time to time. (h) [ Land falling within the limit of 2 km. of both the sides from the middle point of Jaisalmer to Sam Road.] [Added by Notification No. G.S.R. 182, dated 8.11.2013 (w.e.f. 18.6.2007).]

## **6. Assessment of premium and Annual Lease Rent.**

(1) The lease rent payable on the land allotted for setting up of Renewable Energy Power Plant shall be paid annually. (2) [ Annual rent shall be charged at the rate of 5% per annum of the premium as specified in sub-rule (3) for 2 years from the date of allotment which shall be enhanced thereafter for every year at the rate of 5% per annum of the previous year.] [Substituted by Notification No. G.S.R. 18, dated 6.8.2014 (w.e.f. 18.6.2007).] (3) Premium of whole of the land allotted for Renewable Energy Power Plant shall be [equal to] [Substituted '10% of' by Notification No. G.S.R. 18, dated 6.8.2014 (w.e.f. 18.6.2007).] the market price of the land calculated on the basis of market value determined by the DLC. After 30 years if the lease is renewed for a further period of 10 years, the premium shall be [equal to] [Substituted '10% of' by Notification No. G.S.R. 18, dated 6.8.2014 (w.e.f. 18.6.2007).] the market price of the land arrived at by the D.L.C., at the time of renewal. (4) The ownership of the land shall continue to vest in the State Government. (5) The Power Producer or Developer shall be liable to pay annual rent and premium for the whole of the allotted land irrespective of the fact that he has utilized only a part or portion of the land for erecting structures and installing machines for the generation of electricity from the Renewable Energy Power Plant.

## **7. Setting up of Renewable Energy Power Plant.**

(1) A Renewable Energy Power Plant shall be set up within a period of two years from the date of allotment of land: Provided that a Power Plant based on biomass shall be set up within a period of three years from the date of allotment: Provided further that the State Government may extend the period of setting up of Power Plant for valid reasons on the application made by lessee and recommended by R.R.E.C. (2) If the land is not used within the stipulated period or time extended by the State Government as per provisions of sub-rule (1), the land shall revert back to the State Government free from all encumbrances.

## **8. Restriction on use of land for any other purposes.**

- The land allotted under these rules shall be used strictly for the purposes of setting-up of Renewable Energy Power Plant. The Power Producer shall neither use, nor allow, the land to be used for any other purpose and shall not make any constructions on the said land other than that Which is required for the setting, operations and maintenance of the Renewable Energy Power Plant and evacuation of the energy generated thereof.

## **9. Restriction on sub-lease of Land.**

(1)No power producer except Developer may be allowed to sub-lease the part of leased land Developer may sub-lease the land to the Investor subject to the provisions of these rules.(2)[ Where the Developer desires to sub-lease any of the area or part of the area allotted to him and his interest in the leased area for the propose of generating the wind energy or solar energy, he may be allowed to do so by the Collector or [recommendation of R.R.E.G., and on payment of fifty percent of prevailing market value of land after deducting premium charged under sub-rule (3) of Rule 6] [Substituted by Notification No. G.S.R. 40, dated 24.11.2014 (w.e.f. 18.6.2007).] The transferee shall pay fifty percent additional lease rent annually.](3)Whenever any leased area is sub-divided as a consequence of sub-lease under sub-rule (2), all terms and conditions of lease as applicable to the lessee shall also be applicable to the sublessee except lease rent. The Sub-lessee in the sub-lease period, may assign his interest to any financial institution for the purpose of taking loan for establishing or developing [Wind Farms, Wind Power Plant, Solar Parks and Solar Power Plant] [Substituted 'Wind Energy Farm' by Notification No. G.S.R. 40, dated 24.11.2014 (w.e.f. 18.6.2007).], such assignment shall be subject to first charge of the Government.(4)In case of sub-lease, following conditions shall also be applicable; namely: -(i)the Lessee can make sub-lease only after taking prior permission of the Collector with the approval of the State Government;(ii)the sub-lessee shall be liable to make payment of charges specified under these rules;(iii)the sub-lease shall be permissible only for the purposes for which the land was leased out to the Lessee;(iv)sub-lease period shall not exceed the remaining period, of the original or renewed lease period, as the case may be;(v)the terms and conditions applicable to lessee shall mutatis mutandis apply to all sub-lessees;(vi)the rights and liabilities between the Developer (Lessee) and Investor (Sub-Lessee) shall be determined among themselves and. those shall not be binding on the State Government;(vii)the State Government shall not be liable for any dispute arising between the Lessee and sub-Lessee;(viii)any other conditions Which may be specified by the State Government, from time to time; and(ix)[ sub-lessee may only once transfer his interest in the sub-lease to another investor, subject to prior approval of R.R.E.C. On such transfer the sub-lessee deposit fifty percent of the prevailing market value of land in Government account after deducting the price charged by the lessee under sub-rule (2). The transferee shall pay fifty percent additional lease rent.] [Substituted by Rajasthan Notification No. G.S.R. 151, dated 22.2.2016 (w.e.f. 18.6.2007).]

## **10. Lease Deed.**

(1)The allottee of land shall execute a lease deed in Form 'B' appended to these rules within 45 days from the date of allotment order.(2)The lease shall be subject to the terms and conditions provided

in the lease deed.

## **11. Consequences of breach of terms and conditions by the Lessee or Sub-lessee.**

(1)The power producer shall initiate activities on the allotted land only after the execution of the lease deed. The allotment of land shall be liable to be cancelled if power project does not start commercial operation within the time prescribed in rule 7.(2)If and when the Lessee or Sub-Lessee makes any default or contravenes any of the terms and conditions of allotment of land as set forth in the Lease Deed or any of the provisions of Rajasthan Land Revenue Act, 1956 (Act 15 of 1956) and these rules or any of the provisions contained in any law relating to generation of electricity, the lease shall come to an end and the land shall revert back to the State Government.(3)The lease holder shall have to remove all structures and installations from the land at his own cost and upon his failure to do so, the Collector shall have power to do so and to dispose off the same and recover the expenses of so doing from the Developer or Investor or both.(4)The amount received from disposal of Articles shall first of all be adjusted towards the dues, if any, standing expenses incurred for removal of structures/ machineries and those incurred on disposal of these articles and any residue sum shall be remitted to the Developer/Investor.

## **12. Power producer to adhere to the Policy of the State Government.**

(1)Subject to the provisions of these rules, Power Producer shall adhere to the "Policy for promoting Generation of Electricity through non-conventional Energy Sources" as may be declared by the State Government from time to time.(2)Without prejudice to the generality of provisions contained in sub-rule (1),(ii)when the order allotment are issued, the lease deed shall be signed by the Collector. only after Security Money is deposited by the Power Producer with the RREC as per the provisions of said Policy and premium as per these rules.(ii)where lease deed is not executed in prescribed time the allotment shall automatically be cancelled.(iii)the Power Producer shall follow the time frame for completion of project and running the same.

### **12A. [ Allotment of Land to the R.R.E.C. or Rajasthan Solar Park Development Company Limited. [Inserted by Notification No. G.S.R. 18, dated 6.8.2014 (w.e.f. 18.6.2007).]**

- Land may be allotted to the R.R.E.C. or Rajasthan Solar Park Development Company Limited for setting up and developing Solar Park, on the following terms and conditions, namely: -(i)The land shall be allotted on lease hold basis for a period of 99 years;(ii)The premium to be charged for the allotment of government land for setting up and developing Solar Park shall be equivalent to 25% of the DLC of the same class of agricultural land in the vicinity and shall be determined accordingly;(iii)Lease rent shall be payable at the rate of Rs. 1/- per acre per annum;(iv)The R.R.E.C. or Rajasthan Solar Park Development Company Limited, may sub-lease the leased land or part thereof for setting up and developing Solar Park for solar plant/ solar powder plant / solar PV power plant/solar thermal power plant/solar farm purposes;(v)The R.R.E.C. or Rajasthan Solar

Park Development Company Limited, may levy and recover such lease rent and other charges as may determined by it, in respect of the lands sub-leased by it;(vi)The periods of the sub-leases shall be determined by the R.R.E.C. or Rajasthan Solar Park Development Company Limited, but such period shall not exceed 30 years, in all, in any case.(vii)The Land shall revert to the Government free of all encumbrances and without payment of any compensation, in case the R.R.E.C. or Rajasthan Solar Park Development Company Limited or any of it's sub lessees, use it for any purpose other than solar plant/solar power plant/ solar PV power plant/solar thermal power plant, including essential welfare and supporting services or commit breach of any other condition of the lease or sub-leases; and(viii)The sub-lessees of the R.R.E.C. or Rajasthan Solar Park Development Company Limited shall continue to be governed by all other terms and conditions prescribed in these rules and any other analogous rules that may be promulgated or orders that may be issued, in this behalf by the State Government.]

### 13. Repeal and Savings.

(1)The Rajasthan Land Revenue(Allotment of Land for Setting up of Wind Farm) Rules, 2006 are hereby repealed.(2)On and from the date of commencement of these rules, the land for establishment of Renewable Energy Power Plant shall be allotted under these rules.(3)All Lands allotted for establishment of Renewable Energy Power Plant and lease deeds executed in favour of any Power Producer under and in accordance with the administrative decisions or rules so repealed shall except in the matters which are repugnant or inconsistent to these rules, be deemed to have been allotted and executed under and in accordance with the provisions of these rules. Form - A(See Rule 3)Application Form for Submitting Proposals Under the "Policy For Promoting Generation of Electricity Through Non-Conventional Energy Sources

#### I. Company Details

1. Name of the applicant / organization :
2. State whether the applicant / organization is a :
  - a) Company registered under Indian Companies Act1956; :
  - b) Co-operative Society; :
  - c) Any other corporate entity. :
3. Address:
  - i) Office :
  - a) Telephone No. :
  - b) Fax No. :
  - c) Email Address :
  - ii) Name and Address of the authorised person :
  - a) Name :
  - b) Address :
  - c) Telephone No. :
  - d) Fax No. :

4. In case of any other corporate entity, give details of partners / directors/ owners :  
Whether income tax assessee, if yes, please state the year up to which assessment made (copies :  
5. of assessment for last three years to be enclosed) :
6. If answer to 5 is No, state whether the promoter is an assessee. :
7. Income tax permanent A/c. NO. :
8. Present activity / business carried on by the applicant/ organisation. :
9. Give details of the turn over of the organization in last three years (copies of the profit and :  
loss account and Balance Sheet / Annual Report to be enclosed).
10. Do you propose set up the plant in the name of existing company or propose some sister :  
concern.

## II Proposed Power Project

1. a) Proposed Gross Capacity (MW) :  
b) Auxiliary Consumption (MW) :  
c) Net Capacity (MW) :  
d) Plant Load Factor (PLF)% :  
e) Net expected power generation per annum : ..... lacs  
KWh
2. a) Location of proposed site with details. :  
b) Land details of the power plant site :  
i) Name of village :  
ii) Khasra Nos. :  
iii) Area of land from each Khasra No. :  
iv) Land map with clear markings of land : required for the project. :  
v) Is it Govt. land or Pvt. land :
3. Nearest Railway Station :
4. Name of the manufacturer with address for supply, installation and :  
commissioning of the power generation system, if identified.
5. Financing Arrangement: :  
a) Own funds (promoters) :  
b) IREDA/ PFC/REC/ Financial Institution /Commercial Banks :  
c) Equity :  
d) Others :
6. Time frame and PERT chart for major activities. :  
i) Acquisition of land :  
ii) Signing of PPA :  
iii) Expected financial closure :  
iv) Date of commissioning / synchronization :  
v) Proposed Commercial Operation Date (COD) :

7. Power Plant proposed to be set up for :
- a) Captive use :
- b) Sale to RVPN/DISCOM on approved rate :
- c) Third party sale at mutually agreeable rates on payment of approved wheeling charges to RVPN. :
8. Please tick the Non Conventional Source of Energy on which the project is proposed to be based :
- a) Biomass :
- b) SPV SPY - Wind Hybrid :
- c) Wind :
- d) Mini-Small Hydel :
- e) Biogas :
- III Details of Proposed Power Projects
- a) For Biomass based Power Plants:
- Biomass proposed to be used (i.e. Rice husk, mustard stalk, wood chips, saw dust, coconut shell, groundnut husk, wood waste fire wood industrial waste of paper mills plywood industry etc. : Name and type of Biomass
- Name of Technology (Pyrolysis, Gasification, Incineration/Palletisation/
- ii) Briquetting, through gas/ Steam turbine, dual fuel engine/gas engine route or combination thereof/ Bagasse /Biomass Cogeneration) :
- iii) Required quantity of Biomass : ..... MT per year
- iv) Available quantity of Biomass : ..... MT per year
- a) From own sources year : ..... MT per year
- b) From other sources : ..... MT per year
- v) Calorific value of proposed biomass to be used : ..... Kcal/Kg
- vi) Cost of biomass to be used : Rs. .... per tone
- vii) Is the biomass available for 10 years : Yes/No.....
- c) Solar Photovoltaic Power Plant (SPV)/SPV-Wind Hybrid:
- i) No. of Solar Modules proposed :
- ii) Capacity of PCU :
- iii) Battery bank proposed : Yes/No
- iv) If yes, its capacity: :
- v) Duration and time of day during which supply of power is proposed : :
- d) Wind farms : -
- i) :



Total capacity of the proposed Wind Farm, alongwith Micro siting plan as per C-WET guidelines. Type testapproval and Power Curve of WEG proposed should also be enclosed.

- No. of Wind Energy Generators (with capacities)proposed to be
- ii) installed along with individual capacity ofgenerators (Technical Parameters of WEG should be indicated). :
- Location at which Wind Farm is proposed alongwith category of Land
- iii) i.e. Revenue/ Forest, Khasra wise area andJama bandi map (only out of eight potential locationsauthenticated by C-WET). :
- Wind assessment, Feasibility report, DPR ofproposed site is enclosed. (Applications not accompanied withFeasibility report will not be entertained). Feasibility reportshould include Site details, Wind assessment data, Basis/Sourceof Wind Data Estimated generation on the basis of Power Curve ofWEG proposed and cash flow analysis including profitabilitystatement, assumptions made etc. :
- iv) Please furnish the details of previousexperience in the field of wind power generation and ormanufacturing of WEGs, or experience in generation of gridquality power. :
- e) Hydel Power Plant:
- i) Capacity of proposed Mini/Micro Estimatedannual generation :
- ii) Design head discharge :
- iii) No. of turbines their capacity :
- iv) Type of turbine :
- v) Generation voltage :
- vi) Location of proposed plant: :
- a) Dam/Canal/River :
- b) Village :
- c) District :
- vii) Whether feasibility report of proposed site isenclosed (without feasibility report application will not beentertained). Format is enclosed :
- f) Biogas Plants:
- i) Type of fuel used(i.e. cattle dung / digested slurry / Kitchenwaste/ Agro waste etc.) :
- ii) Required quantity of bio-fuel : .....MT per year
- iii) Available quantity of bio-fuel :
- a) From Own Source : .....MT per year
- b) From Other Source .....MT per year
- iv) Cost of bio-fuel available for 10 years :.....Rs./MT

v) Is the bio-fuel available for 10 years :.....Yes/No

#### IV. Electrical Details

##### Transmission of Power

1. Evacuation plan/interconnection facility for the proposed plan

2. Interfacing scheme proposed :

3. For captive power plant

i)	Present consumption of Electricity.	:
	a) From Vidyut Vitaran Nigam	:
	b) Captive Generation	:
ii)	Connected load of the company	:
iii)	HT/LT consumer.	:
iv)	Nearest Sub-station of RVPN/NVN and distance from the proposed power plant.	:
v)	Voltage ratio of the Sub-station	:

#### V. Financial Details

1 Estimated cost of the project proposed :

2. Cost of power generation per unit (Please enclose Cash Flow Chart also) : .....Rs./kWh

3. How do you propose to raise the required finance for the project:

a) Equity share capital :

b) Promoters contribution :

c) Term Loans :

4 Do you envisage any foreign collaboration, if so please

furnish the details

Details of the

5. application/processing : (@ Rs 50000/- per MW)  
feeremitted

- a) Amount Rs. :  
b) Demand Draft/Cheque No. :  
c) Date :

Detail of Security amount

6. remitted (as per clause 15.2 of :  
Policy 2004) -

• For Wind energy projects:

- (1) In Jaisalmer district : Rs. 10 lac per MW  
(2) In other districts : Rs. 5.0 lac per MW

• For Biomass and Solar energy : Rs. 1.0 lac per MW  
projects

- a) Amount Rs. :  
b) Demand Draft/Cheque No. :  
c) Date :

Detail of fee for creation of

7. facility for receiving station (as :  
per clause 5.1.2 of Policy 2004)

- a) Amount Es.  
b) Demand Draft/Cheque No.  
c) Date

Detail of fee for Transmission  
and Distribution Network

8. Augmentation (as per clause  
5.1.4 of Policy 2004):

• Rs. 15.00 lac / MW for wind energy power  
plants.

• Rs. 5.00 lac / MW for biomass power  
projects as well as for wind energy power  
projects up to 20 MW capacity situated  
outside Jaisalmer-Barmer-Jodhpur region  
and not utilizing the EHV network of  
Jaisalmer-Barmer-Jodhpur  
and Jaisalmer-Phalodi-Jodhpur.

- a) Amount Rs. :  
b) Demand Draft/Cheque No. :  
c) Date :

Can you help access bilateral  
grants/concessional loans  
from GoR to provide soft loan

9. for your project(if yes, give  
details of the agency and  
preliminary terms  
and conditions)

VI. Any Other Relevant Information Form "B" (See rule 10) Lease Deed This lease deed made on the .....day of.....(month) 200.....Between the .....(hereinafter called the lessee, which expression shall, unless excluded by or repugnant to the context includes his heirs, successors, executors, administrators and assigns) of the first part and the Governor of Rajasthan (hereinafter called the lessor, which expression shall unless excluded by repugnant to the context includes his successors in Office and permitted assigns) through Collector, District..... of the second part. Whereas the lessor has agreed to grant and the lessee has agreed to accept a plot of land measuring ..... hectare situated .....(name of place) and more particularly described in the schedule hereto (hereinafter called the plot) on lease on the condition hereinafter appearing: Now This Indenture Witness As Follows:

**1. that the lessor agrees to let the said plot and the lessee has agreed to occupy the said plot for a period of 30 years on lease for the purpose of setting up Power Plant based on Renewable Energy Sources for which the lessee had applied under the provisions of the Rajasthan Land Revenue (Allotment of Land for Setting up of Power Plant based on Renewable Energy Sources) Rules, 2007.**

**2. that the possession of the said plot is hereby delivered\has been delivered to the lessee on and with effect from....**

**3. that the lessee hereby covenants with the lessor as under: -**

(i) that the lessee shall duly pay the stipulated lease rent of the said plot to the lessor or his authorized officer on or before the 7th day of each calendar year for which the rent due at such place as the lessor may from time to time specified. (ii) the rent as aforesaid excludes all kinds of tax/fee/duty which the Municipal Board, Panchayat or any Civil Body imposed or may impose during the period of lease in respect of the said plot the lessee agrees to pay such tax/fee/duty to the authorities concerned directly. (iii) the lessee hereby agrees to pay the lessor along with the rent, further sum of Rs ..... as premium in accordance with the provisions of the Rajasthan Land Revenue ( Allotment of Land for Setting-up of Power Plant based on Renewable Energy Sources) Rules, 2007 and the said sum of premium has already been deposited with lessor. (iv) the lessee shall set up on the said plot, Power Plant based on Renewable Energy Sources for which land has been leased to him by the lessor within a period of 2 years and provided that the Power Plant based on bio-mass shall be setup within a period of three years from the date of allotment of land and in case

of his failure to do so, the said plot shall revert to the lessor unless the stipulated period is extended by the State Government on valid grounds.(v)the lessee agreed not to construct or build any structures or building on the said plot of land or on a portion of it, which may have the object of using it as a commercial undertaking other than for the Renewable Energy Power Plant, for which the said plot has been leased.(vi)the annual rent as aforesaid shall be subject to revision after every ten years and the enhancement in rent at each such revision shall not exceed 25% of the rent payable for the period immediately preceding such revision.(vii)the lessee shall have an option to renew the said lease for a further period of 10 years after expiry of the present term of lease.(viii)in case any default is made by the lessee in respect of any of the aforesaid terms and conditions, the lease shall stand determined and the said plot or the land shall revert to the lessor and lessee shall not be entitled to any compensation for premature determination of the lease.Provided that in case the lessee has assigned or mortgaged its leasehold right in favour of any institution or institutions for the purpose of availing of financial assistance, the lessor shall before exercising its rights to determine the lease of the said plot give notice thereof to the assignee or mortgagee, as the case may be, and in case default is not rectified either by the company or by assignee or the mortgagee within a period of 3 months from the date of the receipt of the notice, the said plot or land shall revert to the lessor.The lessee shall have to remove therefrom at his cost, all the buildings and structure constructed by him thereon. In case of his failure to do so, the lessor shall have a right to dispose the said structures or buildings in any way he likes and to refund the proceeds to the lessee after recovering all the sum due to him from the lessee.(ix)the lessee shall abide by all the terms and conditions prescribed in the lease deed and direction issued by the State Government and R.R.E.C. from time to time.(x)the lessee shall adhere to the Policy for promoting generation of electricity through Non Conventional Energy Sources.(xi)the lessee shall abide by all the provisions of the Rajasthan Land Revenue (Allotment of Land for Setting up of Power Plant based on Renewable Energy Sources) Rules, 2007, as amended from time to time.

#### **4. The cost and expenses incidental to the preparation and execution and registration of this lease including stamp duty shall be born and paid by the lessee.**

In witness whereof the parties hereto have set their respective hands on the dates maintained against their signatures.

1. Witness 1. Signed for and on behalf of the Governor of Rajasthan

2. Witness 2. Signed by the lessee

Dated:Dated:

### **Schedule**

Plot of land measuring .....Khasara No.Bounded on the AreaKhasara No.Situated in village.....Tehsil.....District.....SD/ -VII. Declaration(i)I/We certify that all information furnished is true to the best of my/our knowledge.(ii)I/We agree that Govt. of Rajasthan is the final authority to allot us the project.(iii)I/We shall not any dispute for non-allotment of the project.(iv)I/We agree to sign necessary agreement with Govt. of

Rajasthan/RREC.(v)I/We agree to comply with the terms and conditions of Policy for Promoting Generation of Electricity through Non-conventional Energy Sources 2004. Signature of the authorised Signatory of the Organisation with Seal Place: Date: VIII. Documents Enclosed: -

- 1. A certified copy of the Memorandum Article of Association of the Company.**
- 2. Certified copy of the registration certificate.**
- 3. Certified copy of the partnership deed.**
- 4. Certified copy of the Authority conferring powers on the person(s) who are competent to execute the MOU/the agreement with GoR/RREC/RVPN /DISCOM.**
- 5. Detailed Project Report alongwith documents attachments and the interfacing scheme etc. in 3 copies.**
- 6. Processing fee in the form of D.D. No..... dated .....payable to the Managing Director, RREC, at Jaipur for Rs.....**
- 7. Annual Report of the Company for last three years.**

.....  
of Application Received an application to set up ..... MW ..... based power plant  
in..... from M/s..... alongwith  
processing fee of Rs..... (Rs. 50,000/- per MW), paid through D.D.  
No.....dated.....Authorized signatory RREC, Jaipur