

Rajasthan Land Revenue (Allotment of Land for Setting up of Wind Farm) Rules, 2006

RAJASTHAN

India

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Rule

RAJASTHAN-LAND-REVENUE-ALLOTMENT-OF-LAND-FOR-SETTING- of 2006

- Published on 18 June 2007
- Commenced on 18 June 2007
- [This is the version of this document from 18 June 2007.]
- [Note: The original publication document is not available and this content could not be verified.]

Rajasthan Land Revenue (Allotment of Land for Setting up of Wind Farm) Rules, 2006Published vide Notification No. G.S.R. 42, dated 18-6-2007No. F6 (2)/Rev.-VI/2001/52, (GSR 12) dated 24.8.2006-Rajasthan Gazette Extra Part IV-C(1) dated 7-9-2006, p. 65(1)G.S.R. 42. - In 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 Wind Farm) Rules, 2006.(2)They shall come into force on the date of their publication in the "official gazette".

2. Definitions.

(1)In these rules, unless the context otherwise requires-(a)"Developer" means a person who develops Wind Farms and transfers the same to the Investors;(b)"LLC" means District Level Committee constituted by the State Government for a District to fix the price of land for the purpose of registration of documents under the Rajasthan Stamp Rules, 2004.(c)"Form" means the Form appended to these rules.(d)"Investor" means Rajasthan Renewable Energy Corporation;(e)"R.R.E.C" means Rajasthan Renewable Energy Corporation; and(f)"Wind farm" means a place where wind turbine generator is set up to 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

3. Application for allotment.

(1)The application for allotment of Government land for setting up a wind farm shall be submitted by the Developer in Form "A", duly completed, to the Rajasthan renewable Energy Corporation. The application shall be processed and recommended by the RREC to the District Collector, if found complete in all aspects and 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.(2)If the Collector is satisfied with the proposals in all respects, he shall send the record with his comments to the State Government.(3)Before submitting the application, the Developer shall select appropriate site of land available in the area where the wind farm is proposed to be set up. For this purpose, all required assistance shall be made available to the Developer by the local Revenue officials, including copies of revenue record and maps of the land available for allotment as per procedure prescribed under relevant rules/orders.

4. Requirement of Non Objection Certificate from Gram Panchayat for allotment of land.

- No N.O.C. is required from Gram Panchayat for allotment of Siwai chak Land.

5. Period of allotment and terms and conditions of lease.

(1)After receiving the proposal from the District Collector under sub rule (2) of rule 3, allotment of land for setting up of Wind Farms for generation of Wind energy, shall be made by the State Government.(2)Land for Farms 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 Developer/Investor shall abide by all the terms and conditions imposed by the Department of Energy, Government of Rajasthan in accordance with the Law relating to electricity for the time being in force or any other directions given by the Rajasthan State Electricity Regulation Commission.

6. Land not available for allotment.

- No land shall be allotted under these rules, if-(i)falling within the boundary limits of any Railway line. National Highway, State Highway or any other road maintained by the Central or State Government or any Local Authority as specified in any act or Rules or within the limit specified in the guidelines given by the Indian Road Congress from time to time or falling within the 100 ft. from the middle of any road or any rural pathway which linked villages or public places, whether shown in the revenue map of a village or not.(ii)falling within the radius of 1.5 km. of outer limits of

inhabitancy (abadi) of a Village.

7. Assessment of premium and annual Lease rent.

(1)The lease rent payable on the land allotted for developing Wind Farm shall be payable annually.(2)Annual rent shall be charged at the rate of Rs. 500/- per bigha per year. Such rent shall be liable to be revised by the State Government after every 10 years. The enhancement in rent at each such revision shall not exceed 25% of the rent payable for the period immediately preceding such revision.(3)Premium of whole of the land allotted for wind farm shall be calculated congressionally @10% of the market value of the land arrived at by the DLC for a period of 30 years and after expiry of lease period if the lease renewed for further 10 years, the premium shall be charged @10% of the market value 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 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 at the Wind Farm.

8. Setting up of Wind Energy farm.

(1)Wind Farm shall be set up within a period of 2 years from the date of allotment of land, failing which the land shall revert back to the State Government unless the period of two years is extended by the State Government under sub-rule (2).(2)If land shall not be used within the period as prescribed above, the State Government may extend the period as deemed proper for valid reasons. In such cases, the applicant shall move application through the Rajasthan Renewable Energy Corporation who after examination of the case, forward the same to the State Government with his comments.

9. 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 Wind Farm. The developer/investor shall not put the land on further sub-lease for any other purpose or shall not make any constructions on the land other than that is required for the setting, operation and maintenance of the wind Farms and evacuation of the energy generated thereof.

10. Restriction on Transfer of Land by Developer.

(1)The lease holder shall have limited rights in the land allotted to him for the purpose setting up Wind Farm.(2)The lease-holder may be allowed in lease period to assign his interest to any financial institution for the purposes of taking loan for establishing or developing the Wind Energy Farm after the prior approval of the State Government.(3)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 purpose of generating the wind energy, he may be allowed to do so by the Collector after seeking prior approval of the State Government. The transferee shall pay 50% additional lease rent annually.(4)Whenever

any leased area is sub-divided as a consequence of sub-lease under sub-rule (3), all terms and conditions of lease as applicable to the lessee shall be applicable to the sub-lessee except lease rent. The sub lessee may be allowed in sub-lease period to assign his interest to any financial institution for the purpose of taking loan for establishing or developing Wind Energy Farm by the Collector, with the consent of Developer and prior approval of the State Government.(5)The Developer may be allowed to sub-lease the part of leased land on such terms and conditions as may be mutually agreed upon between the Developer (Lessee) and Investor (Sub-Lessee) subject to the provisions of these rules.(6)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 State Government;(ii)the sub-lease 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 unless otherwise specified by the State Government;(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; and(viii)any other conditions which may be specified by the State Government, from time to time.

11. Lease deed.

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

12. Consequences of breach of terms and conditions by the Lessee or Sub-lessee.

(1)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.(2)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 of the same and recover the expenses of so doing from the Developer or Investor or both.(3)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.

13. Developer to adhere to the policy of the State Government.

(1)Subject to the provisions of these rules, Developer shall adhere to the, "Policy for promoting Generation 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).(i)every application shall be given a registration number by RREC and the list of registered applications shall be displayed on the notice Board of RREC.(ii)when orders of allotment are issued, the lease deed shall be signed by the Collector only after deposit Security Money by the Developer with the RREC as per the provisions of said policy.(iii)the power producer shall initiate activities on the identified/allotted land only after the Lease Deed is executed.(iv)the allotment of land shall be cancelled if power project is not completed within the time frame specified above in rule 8.(v)where for want of deposit of security amount or otherwise the Lease Deed is not executed by the Developer in prescribed time, the priority of such Developer shall be lapsed:Provided that the developer after losing priority shall, however, be eligible for applying afresh and seeking re-registration of project, if application is filed within 30 days from the date of lapse of priority.(vi)the Developer shall follow the time frame for completion of project and running the same.(vii)land other than Government land shall be procured by the Developer at his own cost and permission shall be sought for establishment of Wind Energy Farm from appropriate authorities in accordance with law.

14. Repeal and Savings.

(1)On and from the date of commencement of these rules the land for establishment of wind farms shall be allotted under these rules.(2)All Lands allotted for establishment of Wind Farms and lease deeds executed therefore, with any Developer under and in accordance with the administrative decision or otherwise 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 SourcesI. Company Details

1. Name of the applicant/organization :

2. State whether the applicant/ organization is a :

(a)Company registered under Indian Companies Act 1956; :(b)Co-operative Society; :(c)Any other corporate entity :

3. Address :

(i)Office :(a)Telephone No. :(b)Fax No. :(ii)Name and Address of the authorise 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 :

5. Whether income tax assessee, if yes, please state the year up to which assessment made (copies 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 to 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 manufacture 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)MSW/Industrial Waste :(c)SPV/SPV-Wind Hybrid :(d)Wind :(e)Mini-Small Hydel
:(f)Biogas :III. Details Of Proposed Power Projects

(a) For Biomass based Power Plants:-

(i) Biomass proposed to be used (i.e. Rice husk, mustardstalk, woodchips, saw dust, coconut shell, groundnut husk, woodwaste fire millsplywood industry etc.) : Name and type Biomass(1)(2)

(ii) Name of Technology

(Pyrolysis, Gasification, Incineration/ Palletisation/Briquetting, through gas/ Steam turbine, duel fuel engine/gasengine route or combination thereof/Bagasse/ BiomassCogeneration). :

(iii) Required quantity of Biomass :..... MT per year

(iv) Available quantity of Biomass

(a) From own sources :..... MT per year

(b) From other sources :..... MT per year

:.....

:..... MT per year

:..... MT per year

(v) Calorific value of proposed Biomass to be used

:..... keal/kg

(vi) Cost of biomass to be used

: Rs. per tone

(vii) Is the biomass available for 10 year

:Yes/No.

(b) MSW/Industrial Waste Plants:

:MSW/Liquid
waste/mix of
waste

- (i) Type of waste selected
- (ii) Name of Technology :
- (iii) Required quantity of MSW/Industrial waste :..... MT per year
- (iv) Quantity of waste available
- (a) From own sources :..... MT per year
- (b) From other sources :..... MT per year
- (v) Characteristics of waste (in separate statement)
- (vi) Cost of MSW/Industrial waste :..... Rs./Tonne
- (vii) Whether waste is 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, along with Micro sitting plan as per C-WET guidelines. Type test approval and Power Curve of WEG proposed should also be enclosed. : (ii) No. of Wind Energy Generators (With capacities) Proposed be installed along with individual capacity of generators (Technical Parameters of WEG should be indicated.) : (iii) Location at which Wind Farm is proposed along with category of Land i.e. Revenue/Forest, Khasra wise area and Jama bandi map (only out of eight potential locations authenticated by C-WET) : (iv) Wind assessment, Feasibility report, DPR of proposed site is enclosed. (Applications not accompanied with Feasibility report will not be entertained). Feasibility report should include Site details, Wind assessment data, Basis/Source of Wind Data, Estimated generation on the basis of Power Curve of WEG proposed and cash flow analysis including profitability statement, assumptions made etc. : (v) Please furnish the details of previous experience in the field of wind power generation and or manufacturing of WEGs, or experience in generation of grid quality power. : (e) Hydel Power Plant:-
- (i) Capacity of proposed Mini/Micro/small Estimated annual 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 is enclosed (Without feasibility report application will not be entertained). Format is enclosed
- (f) Biogas Plants:-
- (i) Type of fuel used (i.e. cattle dung/digested slurry/Kitchen waste/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 to be used : Rs./MT
(v) Is the bio-fuel available for 10 year : Yes/No

IV. Electrical Details

1. Transmission of Power 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/VVN
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

5. Details of the application/processing fee remitted: (@ Rs 50000/- per MW) :

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

6. Detail of Security amount 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 projects: Rs. 1.0 lac per MW (a) Amount Rs. : (b) Demand Draft/Cheque No. : (c) Date :

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

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

8. Detail of fee for Transmission and Distribution Network 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 :

9. Can you help access bilateral grants/ concessional loans from GoR to provide soft loan for your project (if yes, give details of the agency and preliminary terms and conditions)

VI. Any other Relevant Information 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 have any dispute with GoR/RREC 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.

2. Certified copy of the partnership deed.

4. Certified copy of the Authority conferring powers on the pet son(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.

..... Receipt of Application Received an application to set up MW
..... based power plant at from M/s. alongwith

processing fee of Rs. (Rs. 50,000/- per MW), paid through D.D. No. dated Authorized signatory RREC, Jaipur 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 or 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 of a plot of land measuring acres/Bighas situated (name of place) and more particularly described in the scheduled hereto (hereinafter called the plot) upon the condition hereinafter appearing: Now This Indenture Witness As Follows:

1. that the lessor agree 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 Wind Farm for which the lessee had applied under the provisions of the Rajasthan Land Revenue (Allotment of land for setting up of wind Farm) Rules, 2006

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 for each calendar year for which the rent due at such place as the lessor may from time to time specify. (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 the Rajasthan land of Wind farm) Rules, 2006 (iv) the lessee shall set up on the said plot, Wind Farm for which land has been leased to him by the lessor within a period of 2 years from the date of allotment of land in case of his failure to do so, the said plot shall revert to the lessor unless the period of 2 years 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 Wind Farms, 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 an 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 plot or the land shall revert to the lessor: Provided that in case the lessee has assigned or mortgaged its leasehold right hereby dismissed in favour any institution or institutions for the purpose of prevailing of financial assistance, the lessor shall before exercising its rights to determine the lease of the said plot give notice thereof to the assign 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 its 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 imposed by the Department of Energy, Government of Rajasthan in accordance with the law relating to Electricity for the time being in force or any other directions given by the Rajasthan Electricity Regulation Commission. (x) the lease 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 Wind Farm) Rules, 2006, 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 Khata No. Bounded on the Area Khasara No. North East South West Situated in village Tehsil District