

**GOVERNMENT OF RAJASTHAN  
REVENUE (GROUP-6) DEPARTMENT**

No. 9(90)Rev-6/2021/139

Jaipur Dated 24/08/2022

**NOTIFICATION**

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 further to amend the Rajasthan Land Revenue (Allotment of Land for setting up of Power Plant based on Renewable Energy Sources) Rules, 2007, 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) (Amendment) Rules, 2022.

(2) They shall come into force at once.

**2. Amendment of rule 2.** In sub-rule (1) of rule 2 of the Rajasthan Land Revenue (Allotment of Land for setting up of Power Plant based on Renewable Energy Sources) rules, 2007, hereinafter referred to as the said rules, after the existing clause (h) and before the existing clause(i), the following new clause (hh) shall be inserted, namely:-

“(hh) Renewable Energy based EV Charging Station means the place where the Renewable Energy based EV Charging Station set up for charging of Electric Vehicles including Service Station and Plant;”

**3. Amendment of rule 2A.-** In rule 2A of the said rules,-

(i) in table, after the existing serial number 3 and entries thereto, the following new serial number 4 and entries thereto shall be added, namely:-

“4. Wind-Solar Hybrid Power Plants using-

- |   |                |
|---|----------------|
| (i) Solar Photo Voltaic (SPV) on Crystalline Technology                                     | 3.0 Hectare/MW |
| (ii) Solar Photo Voltaic (SPV) on Crystalline Technology with tracker                       | 3.5 Hectare/MW |
| (iii) Solar Photo Voltaic (SPV) on thin film/Amorphous Technology with or without tracker”; | 3.5 Hectare/MW |

(ii) after serial number 4, so added, the following new proviso shall be added, namely:-



“Provided that in case allotment of land for setting up of Renewable Energy based power projects with Energy Storage System, additional land shall be allotted for Energy Storage System as per the requirement of the project on the recommendation of the RREC. The requirement of additional land for Energy Storage System shall be estimated as per the capacity and type of Energy Storage System i.e. Battery Storage System, Pumped Hydro Storage System, Mechanical and Chemical Storage System or combinations of Energy Storage Systems as specified by the Ministry of New and Renewable Energy.”

4. **Amendment of rule 4.**— In sub-rule (2) of rule 4 of the said rules, after the existing proviso, the following new proviso shall be added, namely:-

“Provided further that in case of Repowering of the existing Wind Power Project, lease period of land may be extended, on recommendation of the RREC for the useful life of the project i.e. upto 25 years from the date of Repowering but it shall not be more than 20 years after the expiry of existing lease period in any case.”

5. **Insertion of new rules 4C.**— After the existing rule 4B and before the existing rule 5 of the said rules, the following new rule 4C shall be inserted, namely:-

**“4C. Allotment of land for setting up of Renewable Energy based EV Charging Stations.**— (1) Any person, who desires to establish Renewable Energy based EV Charging Station, may apply for allotment of Government Land electronically through official website of the RREC in the Form and manner as provided therein. The RREC shall, along with its recommendation including area required for establishment of such Charging Station, forward the application to the District Collector. The District Collector may, on recommendation of the RREC, allot Government land for setting up of Renewable Energy based EV Charging Station.

(2) Land for Renewable Energy based EV Charging Station shall be initially allotted on lease hold basis for a period of thirty years from the date of allotment, which may be renewed for a period of ten years.

(3) Premium shall be equal to the fifty percent of the market price of the land calculated on the basis of the rates recommended by the DLC for the commercial purpose.

(4) Annual rent shall be charged at the rate of five percent per annum of the premium as specified in sub-rule (3) for two years from the date of allotment which shall be enhanced thereafter for every year at the rate of five percent per annum of annual rent of the previous years.

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

Provided that the said period of forty five days may be extended by the District Collector , if the District Collector is satisfied about the reasons on account of which the lease deed could not be executed within the period specified above .”

**6. Substitution of Form B.-** The existing Form B appended to the said rules shall be substitution by the following, namely:-

“Form "B"  
(see rule 4C and rule 10)

### Lease Deed

This lease deed made on the .....day of.....(month) 202.....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 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 of Power Plant based on Renewable Energy Source/Renewable Energy based EV Charging Station 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 convenants 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 7<sup>th</sup> 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 Source/Renewable Energy based EV Charging Station for which land has been leased to him by the lessor within a period of 3 years and provided that the Power Plant based on bio mass shall be setup within a period of four 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 Power plant based on Renewable Energy Source/Renewable Energy based EV Charging Station, for which the said plot has been leased.

(vi) the annual rent shall be charged at the rate of five percent per annum of the premium for two years from the date of allotment which shall be enhanced thereafter for every year at the rate of five percent per annum of annual rent of the previous years.

(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 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.

(ix) 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.

(x) 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.

(xi) the lessee shall adhere to the renewable energy policy issued by the State Government from time to time.

(xii) 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.

For and on behalf of  
the Governor of Rajasthan

signature of lessee  
with name and date

( )  
District Collector.....

1. Witness

2. Witness

Schedule

Plot of land measuring .....

Bounded on the Area

Khasara No.

Tehsil.....

Situated in village.....

District.....

By Order of the Governor,


  
(M.D. Ratnod)

Deputy Secretary to the Government.

Copy:-Copy forward to the following for information and necessary action:-

1. P.S. to Hon'ble Chief Minister, Rajasthan Jaipur.
2. S.A. to Hon'ble Revenue Minister, Rajasthan Jaipur.
3. P.S. to Chief Secretary, Rajasthan Jaipur.
4. P.S. to CMD, RREC, Rajasthan Jaipur.
5. P.S. to Pr.Secy., Revenue Department, Jaipur
6. P.S. to Pr.Secy., Energy Department, Jaipur

7. All Divisional Commissioners. Rajasthan
8. All Collectors, Rajasthan.
9. Deputy Accountant General, SRA, Rajasthan, Jaipur.
10. Director Printing and Stationary department for publication of the Notification in the Rajasthan Gazette dated ~~24/08/2022~~ along with additional copies.
11. Director, Public Relation, Rajasthan, Jaipur.
12. Registrar, Board of Revenue, Ajmer.
13. "RAVIRA" Board of Revenue, Rajasthan, Ajmer.
14. Director, Information & Technology (Computer), Jaipur.
15. Joint Registrar, Library Judges, Supreme Court, New Delhi.
16. Registrar General of High Court of Rajasthan, Jodhpur.
17. All Joint Secretaries/Dy. Secretaries Department of Revenue.
18. Joint Secretary Revenue (G-5) Department for uploading on website.
19. Guard file.

  
Deputy Secretary to the Government