

GOVERNMENT OF RAJASTHAN  
REVENUE (GROUP-6) DEPARTMENT

No.F6(2)/Rev.VI/2001/32

Jaipur Dated: 18.6.2007

**<sup>1</sup>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, 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) <sup>2</sup>["Biomass Power Producer" means an entity which owns facilities to generate grid-grade electricity from Biomass;"]
  - (aa) <sup>3</sup>["Conventional Power Plant" means coal or gas based thermal, hydro or nuclear power plants. ]
  - (b) <sup>4</sup>["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;]
  - (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) <sup>5</sup> ["Power Producer" means Developer, Wind Power Producer, Solar Power Producer, Biomass Power Producer or Power Producer for other renewable energy sources;]
  - (h) "R.R.E.C." means Rajasthan Renewable Energy Corporation Limited;

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<sup>1</sup> Published by Notification no. F6(2)rev.6/2001/32, dated 18-06-07.

<sup>2</sup> Added by Notification no. F6(2)Rev.6/2001/14, dated-01-07-13.

<sup>3</sup> Renumbered by Notification no. F6(2)Rev.6/2001/14, dated-01-07-13.

<sup>4</sup>Substituted by Notification no. F6(28)Rev.6/201401/9, dated-04-08-14.

<sup>5</sup> Substituted by Notification no. F6(2)Rev.6/2001/14, dated-01-07-13.

<sup>5a</sup> (hh) (Renewable Energy based EV Charging Station means the place where the Renewable Energy based EV Charging Station set up for charging or Electric Vehicles including Service Station and plant.)

(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,

(jj)<sup>6</sup>["Solar Power Producer" means an entity which owns facilities to generate grid-grade electricity from Solar Energy;]

(jjj)<sup>7</sup>["Solar park" means a group of solar plants/solar power plants/solar PV power plants/solar thermal power plants/ solar farms in the same location used for production of electric power;]

(k)<sup>8</sup>["Wind Farm/Wind Power Plant" means a group of wind turbines in the same location used for production of electric power; and]

(l)<sup>9</sup>["Wind Power Producer" means a person that makes an investment for setting up of wind power project and generating grid-grade electricity from Wind Energy.]

(2) Words and expressions used but not defined in times 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).

<sup>10</sup>**[2A. Maximum area to be allotted.-** For setting up of renewable energy power plant, the maximum area to be allotted shall be as under:-

S. No.	Nature of power plant	Maximum area to be allotted
1.	Wind Farm/Wind Power Project	5 Hectare per MW
2.	Solar Power Plant using-	
	(i) Solar Photo Voltaic (SPV) on Crystalline Technology	2.0 Hectare per MW
	(ii) Solar Photo Voltaic (SPV) on Crystalline Technology with	3.0 Hectare per MW

<sup>5a</sup> Substituted by Notification no. F9(90)Rev.6/2021/139, dated-24-08-2022.

<sup>6</sup> Inserted by Notification dated 01-07-13.

<sup>7</sup> Inserted by Notification no. F6(28)Rev.6/201401/9, dated-04-08-14.

<sup>8</sup> Substituted by Notification dated 01-07-13.

<sup>9</sup> Added by Notification dated 01-07-13.

<sup>10</sup> Added by Notification dated 01-07-13 & Substituted by Notification no. F6(28)Rev.6/2014/part/4, dated-22- 02-17 & again substituted by notification dated 18-01-21

	tracker	2.5 Hectare per MW
(iii)	Solar Photo Voltaic (SPV) on thin film/Amorphous Technology with or without tracker	
(iv)	Solar Thermal [Concentrate Solar Power (CSP)] Parabolic Trough/Tower/ other technology with and without storage	(a) upto Plant Load Factor (PLF) of 21% 3.5 Hectare per MW. (b) for every 1% increase in Plant Load Factor (PLF), 0.15 Hectare per MW additional land shall be allotted .
3.	Biomass Power Plant	2.5 Hectare per MW
10a	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

10b (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 System as specified by the Ministry of New Renewable Energy.)

- 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 to the Rajasthan Renewable Energy Corporation.
- (3) Deleted by Notification Dated 22.2.2017.
- (4) The application shall be proposed and recommended by the RREC to the District Collector, if the applicant fulfils 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:

10c (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 form the date of Repowering but is shall not be more than 20 years after the expiry of existing lease period in any case.)

(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 lease shall abide by all the terms and conditions prescribed in the lease Deed.

(5) Energy 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.

**<sup>11</sup>4A. Allotment of land for setting up of Solar Monitoring Station.-** (1) Notwithstanding anything contained in these rules, the Solar Power Producer may apply for allotment of Government land in Form “AA” to the R.R.E.C. for setting up of solar monitoring station to carry out studies for formulation of the project. After receiving application, the R.R.R.C. may send it to the Collector with its recommendation.

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<sup>10a</sup> Added by Notification no. F9(90)Rev.6/2021/139, dated-24-08-2022.

<sup>10b</sup> Added by Notification no. F9(90)Rev.6/2021/139, dated-24-08-2022.

<sup>10c</sup> Added by Notification no. F9(90)Rev.6/2021/139, dated-24-08-2022.

<sup>11</sup> Inserted by Notification no. F6(2)Rev.6/2001/14, dated-01-07-13

<sup>12</sup>[(2) The Collector may, on recommendation of the R.R.E.C., allot Government land upto 100X100m for setting up of solar monitoring station on temporary basis for a maximum period of three years on payment market value of the land assessed on the basis of rates recommended by the DLC.

(3) After completion of studies or three years from the date of temporary allotment of land, whichever is earlier, the solar monitoring station shall be dismantled by the Solar Power Producer or on his own cost and land shall be revert back to the State Government free from all encumbrances.]]

**<sup>13</sup>4B. Allotment of land for setting up of Wind Monitoring Station.-** (1) Notwithstanding anything contained in these rules, the Developer may apply for allotment of Government land in Form “AAA” to the R.R. E.C. for establishment of wind monitoring station to carry out wind resources assessment studies. After receiving application, the R.R.R.C. may send it to the Collector with its recommendation.

<sup>14</sup>[(2) The Collector may, on recommendation of the R.R.E.C., allot Government land upto 100mx100m for setting up of wind monitoring station on temporary basis to the Developer for maximum period of three years on payment of market value of land assessed on the basis of rates recommended by DLC.]

(3) After completion of wind resources assessment studies or 3 years from the date of temporary allotment of land, whichever is earlier, the wind monitoring station shall be dismantled at the cost of Developer and land shall be revert back to the State Government free from all encumbrances.]

**<sup>14a</sup>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.

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<sup>12</sup> Substituted by Notification no. F6(28)Rev.6/2014/part/4, dated-22-02-17.

<sup>13</sup> Inserted by Notification no. F6(2)Rev.6/2001/14, dated-01-07-13

<sup>14</sup> Substituted by Notification no. F6(28)Rev.6/2014/part/4, dated-22-02-17.

<sup>14a</sup> Added by Notification no. F9(90)Rev.6/2021/139, dated-24-08-2022.

(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 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.

**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. 16 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 the guidelines given by the Indian Road Congress from time to time.
- (h) <sup>15</sup>[Land falling within the limit of 2 km. of both the sides from the middle point of Jaisalmer to Sam Road.]

**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.

<sup>16</sup>[(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

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<sup>15</sup> Added by Notification no. F6(2)Rev.6/2001/pt/25, dated-04-10-13.

<sup>16</sup> Substituted by Notification no. F6(28)Rev.6/201401/9, dated-04-08-14.

enhanced thereafter for every year at the rate of 5% per annum of the previous year.]

(3) Premium shall not whole of the land allotted for Renewable Energy Power Plant shall be <sup>17</sup>[equal to] of the market price of the land calculated on the basis of market value <sup>18</sup>[determined by the DLC for the agricultural land]. After 30 years if the lease is renewed for a further period of 10 years, the premium shall be <sup>19</sup>[equal to] of the market price of the land arrived at by the D.L.C., at the time of renewal.

(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 <sup>20</sup>[three years] from the date of allotment of land:

Provided that a power Plant based on biomass shall be set up within a period of <sup>21</sup>[ four 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. <sup>22</sup>[If land is allotted prior to 4<sup>th</sup> August, 2014, the extension of period of setting up of power plant shall only be granted on payment of prevailing market price of the land calculated on the basis of market value determined by the DLC after deducting premium charged at the time of allotment.]

(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 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, operation and maintenance

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<sup>17</sup> Substituted by Notification no. F6(28)Rev.6/201401/9, dated-04-08-14.

<sup>18</sup> Substituted by Notification no. F6(2)Rev.6/2001/14, dated-01-07-13

<sup>19</sup> Substituted by Notification no. F6(28)Rev.6/201401/9, dated-04-08-14.

<sup>20</sup> Substituted by Notification no. F6(28)Rev.6/2014/part/4, dated-22-02-17

<sup>21</sup> Substituted by Notification no. F6(28)Rev.6/2014/part/4, dated-22-02-17

<sup>22</sup> Substituted by Notification no. F6(28)Rev.6/201401/9, dated-04-08-14.

of the Renewable Energy Power Plant and evacuation of the energy generated thereof:

<sup>23</sup>[Provided that any part of land, which remained un-utilized after setting up of Renewable Energy Power Plant for which it was allotted, may be utilized by the Power Producer/ Developer for setting up of other kind of Renewable Energy Power Plants with the prior permission of the Government in the Revenue Department on recommendation of R.R.E.C.]

**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.

<sup>24</sup>[(2) Where the Developer desire 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 or solar energy, he may be allowed to do so by the Collector on <sup>25</sup>[recommendation of R.R.E.C. and on payment of fifty percent of prevailing market value of land after deducting premium charged under sub-rule (3) of rule 6]. The transferee shall pay fifty percent additional lease rent annually:

<sup>26a</sup>(Provided that where the land allotted to a developer for development of project having capacity of 4000 MW or more, no additional charge shall be levied if such allottee transfer his interest in land allotted to him by way of sub-lease in favour of its subsidiary or group company.)

(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 lease shall also be applicable to the sub-lease 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 <sup>26</sup>[Wind Farms, Wind Power Plant, Solar Parks and Solar Power Plant], 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 <sup>27</sup>[on the recommendation of RREC].
- ii. The sub-lessee shall be liable to make payment of charges specified under these rules;

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<sup>23</sup> Added by by Notification no. F6(28)Rev.6/2014/part/4, dated-22-02-17.

<sup>24</sup> Substituted by Notification no. F6(28)Rev.6/14/part/06, dated-31.10.14.

<sup>25</sup> Substituted by Notification no. F6(28)Rev.6/14/15, dated-11.02.16.

<sup>26a</sup> Added by Notification no. F.11(2)Rev.6/2021/152 dated-27.12.2021.

<sup>26</sup> Substituted by Notification no. F6(28)Rev.6/14/part/06, dated-31.10.14.

<sup>27</sup> Substituted by Notification no. F6(2)Rev.6/2001/14, dated-01-07-13



- iii. The sub-lease shall be permissible only for the purposes for which the land was leased out to the Lessees;
- 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. <sup>28</sup>[Sub-lessee may <sup>29</sup>[] 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.]

**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:

<sup>30</sup>[Provided that the said period of 45 days may further be extended by the State Government if the State Government is satisfied about the reasons on account of which the lease deed could not be executed within the prescribed period.]

(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.

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<sup>28</sup> Substituted by Notification no. F6(28)Rev.6/14/15, dated-11.02.16.

<sup>29</sup> The word 'only once' deleted by Notification no. F6(28)Rev.6/2014/part/4, dated-22-02-17.

<sup>30</sup> Substituted by Notification no. F6(2)Rev.6/2001/14, dated-01-07-13

(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 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 <sup>31</sup>[from Renewable] 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. When the orders of 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.

**<sup>32</sup>[12A. Allotment of Land to R.R.E.C. or Rajasthan Solar Park Development Company Limited.-** 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 <sup>33</sup>[the market value of land assessed on the basis of rates recommended by 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 power plant/ solar PV power plant/solar thermal power plant/ solar farm purposes;

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<sup>31</sup> Substituted by Notification no. F6(2)Rev.6/2001/14, dated-01-07-13

<sup>32</sup>Inserted by Notification no. F6(28)Rev.6/201401/9, dated-04-08-14

<sup>33</sup>Substituted by Notification no. F6(28)Rev.6/2014/part/4, dated-22-02-17

- (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 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-lease; and
- (viii) The sub-lessee of the R.R.E.C. or Rajasthan Solar Park Development Company Limited shall continue to be governed by all others terms 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.

<sup>34</sup>FORM-A

(see rule 3)

**APPLICATION FORM FOR ALLOTMENT OF  
GOVERNMENT LAND FOR SETTING UP OF RENEWABLE  
ENERGY POWER PLANT**

**I. 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. :
    - c- Email Address. :
  - (ii) Name and address of the authorized person :
    - (a) Name :
    - (b) address :
    - (c) Telephone No. :
    - (d) Fax No. :
    - (e) Email Address. : :
4. In case of any other corporate entity, give details of partners/directors/owners :
5. whether income tax assesses, 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 / organization :
9. Give details of the turnover of over of the organization in last three years (copies of the profit and loss account and Balance Sheet /Annual Report to

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<sup>34</sup> Deleted by Notification no. F6(28)Rev.6/2014/part/4, dated-22-02-17.

- be enclosed). :
10. Do you propose to set up the plant  
in the name of existing company or SPV 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 Government land or private 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) Other. :
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. :  
(d) Sale of DISCOM under REC mechanism

- (e) Under solar mission (please specify the name of scheme under which the power proposed to be set up)
  - (f) Any other (please specify)
8. Please tick the Non Conventional Source of Energy on which the project is proposed to be based
- (a) Biomass
  - (b) SPV/SPV- Wind Hybrid/Solar Thermal
  - (c) Wind
  - (d) Mini-Small Hydel
  - (e) Biogas

:

**III. DETAILS OF PROPOSED POWER PROJECTS**

**(a) for Biomass based power plants:**

- (i) Biomass proposed to be used : Name and type of Biomass  
 (i.e. Rice husk, mustard stalk (1)  
 wood chips, saw dust, coconut (2)  
 shell, groundnut husk, wood  
 waste, Prosopis-Juliflora  
 fire wood industrial waste  
 of paper mills plywood  
 industry etc.
- (ii) Name of technology :  
 (Pyrolysis, gasification, Incineration/  
 Palletisation/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 : .....  
 MT per year  
 (b) from other sources :  
 .....MT per year
- (v) Calorific value of proposed :  
 .....kcal/kg  
 biomass to be used
- (vi) Cost of biomass to be used : Rs.  
 .....per tone

- (vii) Is the biomass available for 20 years? : Yes/No.....

**(b) Solar Photovoltaic Power Plant (SPV)/SPV- Wind Hybrid/Solar Thermal**

**(a) Solar Photovoltaic Power Plant (SPV)**

- (i) Name of Solar Technology proposed  
(ii) No. of Solar Modules proposed :  
(iii) capacity of PCU :  
(iv) Battery bank proposed : Yes/No  
(v) if yes, its capacity  
(vi) Duration and time of day during :  
which supply of power is proposed

**(b) 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

**(c) Solar Thermal**

- (i) Name of Solar Technology proposed  
(ii) With storage/without storage  
(iii) If, storage total hours of storage  
(iv) Requirement of water (Cusec)  
(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  
siting 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 to 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 (the minimum  
generation at the given  
location shall be minimum  
20% on the basis of power  
curve of WEG proposed).
- (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 & :  
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  
applicable 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 years  
:.....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. **FINACIAL DETAILS**

1. Estimated cost of the project proposed :  
2. Cost of power generation per unit : .....Rs. / kWh  
(Please enclose Cash Flow  
Chart also)

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 which shall be non-refundable. The service tax shall also be payable extra as applicable from time to time.) ) :
  - (a) Amount Rs. :
  - (b) Demand Draft/Cheque No :
  - (c) Date :
  - (d) Banker's name and address :
6. Can you help access bilateral grants /concessional loans from Government of Rajasthan 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 Government of Rajasthan is the final authority to allot us the project.
- (iii) I/ We shall not have any dispute with Government of Rajasthan/RREC for non-allotment of the project.
- (iv) I/ We agree to sign necessary agreement with Gove. of Rajasthan/ RREC.
- (v) I/ We agree to comply with the terms and conditions of Policy for Promoting Generation of Electricity from Biomass, 2010, Rajasthan Solar Energy Policy, 2011, Policy for Promoting Generation of Electricity from Wind, 2012, as amended from time to time.

**Signature of the authorized Signatory  
of the organization 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/NVVN/IREDA.**
- 5. Pre-feasibility report/Detailed project report.**
- 6. Processing fee in the form of D.D.No..... dated .....payable to the managing Director RREC, at Jaipur for Rs.....**
- 7 Annual Report, audited balance sheet, audited project and loss account and Net Worth of the company for last three years and for the current year un-audited, if available.**
- 8 Certificate from the Chartered Accountant showing the Net Worth of the company.**



- (b) Land details of the power plant site :
- (i) Name of village :
  - (ii) Khasra Nos. :
  - (iii) Area of land from each Khasra No. & Jamabandi map:
  - (iv) Land map with clear markings of land required for the project :
  - (v) is it Government. land or Private. land : :
2. Nearest Railway Station :
3. Name of the manufacturer with address for supply, installation and commissioning of the monitoring station, if identified.

III **FINACIAL DETAILS**

- 1. Estimated cost:
- 2. Details of the application / Processing fee remitted (non-refundable)
  - a) Amount Rs.
  - b) Demand Draft No.
  - c) Date

IV **ANY OTHER RELEVANT INFORMATON**

V **DECLARATION**

- (vi) I/ We certify that all information furnished is true to the best of my / our knowledge.
- (vii) I/ We agree that Govt. of Rajasthan is the final authority to allot us the site
- (viii) I/ We shall not have any dispute with GoR/RREC for non-allotment of the site.
- (ix) I/ We agree to sign necessary agreement with Government. of Rajasthan/ RREC.
- (x) I/ We agree to comply with the terms and conditions of Rajasthan Solar Energy Policy,2011.

**Signature of the authorized Signatory  
of the organization with seal**

Place:

Date:

VI **DOCUMENTS ENCLOSED:-**

**1. A certified copy of the Memorandum & Article of Association of the Company/ Certified copy of the registration certificate/Certified copy of the partnership deed.**

**2. Processing fee in the form of D.D.No..... dated ..... in favour of RREC, payable at Jaipur for Rs.....**

**<sup>36</sup>FORM-AAA**

(see rule 4B)

**APPLICATION FORM FOR SUBMITTING PROPOSALS FOR  
ESTABLISHMENT OF WIND MONITORING STATION**

**I 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. :**
    - c) Email Address. :**
  - (ii) Name and address of the authorized person :**
    - (a)Name :**
    - (b) address :**
    - (c) Telephone No. :**
    - (d) Fax No. :**
    - (e) Email Address :**
- 4. In case of any other corporate entity, give details of partners/directors/owners :**
- 5. whether income tax assesses, 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 assesses. :**
- 7. income tax permanent A/c No.**
- 8. Present activity/business carried on by the applicant / organization :**

**II PROPOSED WIND MONITORING STATION**

- 1. (a) Location of proposed site with details. :**

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<sup>36</sup> Added by Notification no. F6(2)Rev.6/2001/14, dated-01-07-13

- (b) Land details of the power plant site :
  - (i) Name of village :
  - (ii) Khasra Nos. :
  - (iii) Area of land from each Khasra No. & Jamabandi map:
  - (iv) Land map with clear markings of land required for the project :
  - (v) is it Government. land or Private. land :
  - (vi) Height of the mast :
  - (vii) Height of the sensors :
  - (viii) Anemometer & Direction sensor mounting arrangement :
- 2. Nearest Railway Station :
- 3. Name of the manufacturer with address for supply, installation and commissioning of the power generation system, if identified.

**III FINACIAL DETAILS**

- 1. Estimated cost of the wind mast :
- 2. Details of the application / Processing fee remitted (Rs. 10,000 per site which shall be non-refundable. The service tax shall be payable extra as applicable from time to time)
  - d) Amount Rs.
  - e) demand Draft /cheque No.
  - f) Date
- 3. Details of fees to be furnished to C-WET (Fee, if any, payable to C-WET shall be extra as applicable)
  - a) Amount Rs.
  - b) Demand Draft /cheque No.
  - c) Date

**IV ANY OTHER RELEVANT INFORMATON**

**V DECLARATION**

- (xi) I/ We certify that all information furnished is true to the best of my / our knowledge.
- (xii) I/ We agree that Govt. of Rajasthan is the final authority to allot us the site
- (xiii) I/ We shall not have any dispute with GoR/RREC for non-allotment of the site.



- (xiv) I/ We agree to sign necessary agreement with Government. of Rajasthan/ RREC.
- (xv) I/ We agree to comply with the terms and conditions of Policy for promoting Generation of Electricity form Wind, 2012

Signature of the authorized Signatory  
of the organization with seal

Place:

Date:

**VI DOCUMENTS ENCLOSED:-**

1. A certified copy of the Memorandum & Article of Association of the Company/ Certified copy of the registration certificate/Certified copy of the partnership deed.
2. Processing fee in the form of D.D. No..... dated ..... in favour of RREC, payable at Jaipur for Rs.....
3. Processing fee in the form of D.D. No..... dated .....payable to the Unit Chief, WRA unit, C-WET, Chennai through RREC for Rs. ....

<sup>37</sup>Form "B"

(See rule 4C and 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 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/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 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 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 set up within a period of four years from the that 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 then 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 there after 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 leasee 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 lesse  
with the name and date**

**( )  
District Collector.....**

**1. Witness**

**2. Witness**

**Schedule**

**Plot of land measuring.....**

**Bounded on the Area**

**Khasra No.**

**Situated in village.....**

**Tehsil.....**

**District.....**