

Rajasthan State Industrial Development & Investment Corporation
Ltd. Udyog-Bhawan, Tilak-Marg, Jaipur-302005

No: IPI/P-5/228/2019/730
Dt: 29 July, 2020

OFFICE ORDER (14/2020)

Sub: General guidelines/terms and conditions for handing over earmarked plot on rent cum license basis to an SPV of Industries for setting up Waste Recovery & Recycling Units

An agenda was placed before the IDC vide item (34) in its meeting held on 24.06.2020 and IDC in supersession of the earlier decisions, accorded approval to the general guidelines/terms and conditions for handing over earmarked/reserved plot(s) on rent cum license basis for setting up Waste Recovery & Recycling Units with amendment that the Licensee shall pay one time license fee @ 25% of the prevailing rate of allotment of the industrial area concerned, instead of annual lease rent. Accordingly, the revised general guidelines/ terms and conditions will be as under;

1. The beneficiary units of the industrial area concerned will have to form an SPV with the main object of setting up waste recovery and recycling units.
2. The permission for handing over earmarked/reserved plot(s) will be granted by the Managing Director to the SPV concerned on rent cum license basis for establishment of recycling units initially for 15 years on following broad terms and conditions:
 - (i) The title of the plot(s) shall remain with RIICO.
 - (ii) The Licensee shall pay one time license fee @ 25% of the prevailing rate of allotment of the industrial area concerned, instead of annual lease rent.
 - (iii) Any statutory taxes like GST, any charges, fees, cess etc. if applicable by virtue of operation of law, shall be paid over and above the annual lease rent by the Licensee at its own level.
 - (iv) The plot(s) will be utilized exclusively for establishment of re-cycling unit for which plot(s) will be handed over to the Licensee. The expenses so incurred on establishment of such unit shall be borne by ~~the~~ Licensee.

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- (v) The Licensee shall obtain Consent to Establish (CTE) & Consent to Operate (CTO) from RSPCB as per the terms and conditions of consent to Establish/Operate issued by RSPCB from time to time.
- (vi) The Licensee shall also obtain Environmental Clearance from concerned authority if required as per EIA notification 2006 & amendments made therein from time to time.
- (vii) The Licensee shall adhere the provision of EP Act, Water Act, Air Act, Orders, Circulars & Guidelines issued by Hon'ble NGT/MOEF/CPCB/RSPCB or any other Competent Authority.
- (viii) The Licensee shall hire a technically expert agency/person for setting up/running of plant, if the Licensee does not have adequate experience in relevant field for establishment of recycling unit.
- (ix) The Licensee shall indemnify RIICO against all liabilities and claims, which may be arose on RIICO on account of any default made during the rent cum license period with the Licensee.
- (x) All other charges such as Government Taxes, Electricity Charges, Water charges etc. shall be borne by the Licensee and RIICO will not liable to make payment of any such charges in any manner.
- (xi) Requisite License/permissions required for operation of activities permitted on the plot(s) from other department of the State Government /Central Government, shall be obtained by the Licensee at its own level.
- (xii) RIICO will not be responsible, if any condition of rent cum license is violated/breached by the Licensee or its member. The Licensee or its member shall be responsible for the same.
- (xiii) In case of any dispute among members of the Licensee and managing committee or any outsider, RIICO shall not be a party in such disputes. Further, RIICO shall not be liable for any damages/losses, if arising, consequent upon of such disputes.
- (xiv) An undertaking of Rs. 500/- non-judicial stamp paper shall be furnished by authorized person on behalf of Licensee to the effect that they shall abide by the terms and conditions of this permission and also liable for all type of expenses towards establishment of plant for re-cycling units.
- (xv) In case of any dispute between RIICO and Licensee, decision of RIICO shall be final and same shall be binding on Licensee.
- (xvi) The Licensee shall bound to make the unit functional at the site as per project report submitted at the time of application within the stipulated time period as decided by the Corporation failing which action will be taken to revoke the rent cum license without payment of any cost/damages.
- (xvii) RIICO will be free to take over the possession of the plot(s), in case any unauthorized activity is found to be performed and/or term of license is expired. After expiry of the period of rent cum license, the same may be

further extended by the constituted committee in stages (not exceeding 5 years at a time) with mutual consent based on performance of the Licensee, however, this is exclusively depending on discretion of RIICO.

- (xviii) The Licensee shall prepare plans/maps and obtain approval/ consent of RIICO & RSPCB before taking up the work for establishment of unit.
- (xix) The Licensee shall ensure that after establishment of recycling unit, total waste of that industrial area of the category/type for which the unit of licensee is established, will be dumped at his plot (plot of recycle/reprocessing)/ dumping site. Moreover, licensee will ensure that other non-hazardous solid waste are not dumped by allottees along road, ROW in service/open areas/ any other place than dumping site. If such activity is observed, the Licensee shall take measures to stop such tendency and shall be responsible for taking action against such entrepreneurs.
- (xx) The Licensee shall execute rent cum license deed with the Corporation within 90 days of issue of permission letter and get it registered with concerned Registration Authorities. The expenses towards registration and stamp duty shall be borne by the Licensee.
- (xxi) The permission for handing over plot(s) on rent cum license basis will be granted on non-transferable basis.
- (xxii) The permission given to Licensee to use plot(s) on rent cum license basis shall be withdrawn for any breach of above terms and conditions of this permission after issuing a 30 days registered notice. After expiry of rent cum license period, the physical possession of the plot(s) shall be handed over by Licensee to RIICO.
- (xxiii) A Committee headed by the Managing Director and comprising of Advisor (Infra), GM(Civil), STP, Unit Head concerned & Sr. Most Officer of EM Cell (Member Secretary) as members will interact with the representative of the Licensee and will decide the time period to be allowed for setting up the recycling unit. This Committee will also decide further extension of the rent cum license period after expiry of the previous rent cum license period.

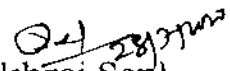
Accordingly, the above said provision will be inserted as new Rule 3 (AG) in RIICO Disposal of Land Rules, 1979 as under;

Rule 3 (AG) : General terms & conditions for handing over of earmarked plot on rent cum license basis to SPV for setting up Waste Recovery & Recycling Units.

The Corporation may hand over earmarked plot on rent cum license basis to SPV of beneficiary industries in an industrial area for setting up Waste Recovery and Recycling Units on such terms and conditions as prescribed in **Form-Q** appended with these rules.

A copy of **Form-Q** is enclosed.

By order


(Pukhraj Sen)
Advisor (Infra)

Copy to:

1. FA/Advisor (A&M)
2. Secretary
3. CGM(Finance)
4. CGM (Infra/Fin/PR)/
5. GM(BP)/ GM (Civil)/GM (EM)
6. OSD (Land)
7. DGM (IT)- for uploading on website.
8. Sr. DGM (Law) /DGM (Law)
9. All Unit Heads -----
P&D Cell Officers:
10. Addl.GM (P&D)
11. Sr.DGM (P&D)
11. Sr.RM (P&D) (SL)/(LCM)
12. Sr. RM (M&C)/Dy. Mgr (P&D)

Copy also to:

- (i) PS to Chairman, RIICO
- (ii) PS to MD, RIICO
- (ii) PS to Advisor (Infra)


Addl.GM (P&D)

General Guidelines/terms and conditions for handing over earmarked plot on rent cum license basis to an SPV of beneficiary industries for setting up Waste Recovery & Recycling Units.

1. The beneficiary units of the industrial area concerned will have to form an SPV with the main object of setting up waste recovery and recycling units.
2. The permission for handing over earmarked/reserved plot(s) will be granted by the Managing Director to the SPV concerned on rent cum license basis for establishment of recycling units initially for 15 years on following broad terms and conditions:
 - (i) The title of the plot(s) shall remain with RIICO.
 - (ii) The Licensee shall pay one time license fee @ 25% of the prevailing rate of allotment of the industrial area concerned, instead of annual lease rent.
 - (iii) Any statutory taxes like GST, any charges, fees, cess etc. if applicable by virtue of operation of law, shall be paid over and above the annual lease rent by the Licensee at its own level.
 - (iv) The plot(s) will be utilized exclusively for establishment of re-cycling unit for which plot(s) will be handed over to the Licensee. The expenses so incurred on establishment of such unit shall be borne by the Licensee.
 - (v) The Licensee shall obtain Consent to Establish (CTE) & Consent to Operate (CTO) from RSPCB as per the terms and conditions of consent to Establish/Operate issued by RSPCB from time to time.
 - (vi) The Licensee shall also obtain Environmental Clearance from concerned authority if required as per EIA notification 2006 & amendments made therein from time to time.
 - (vii) The Licensee shall adhere the provision of EP Act, Water Act, Air Act, Orders, Circulars & Guidelines issued by Hon'ble NGT/MOEF/CPCB/RSPCB or any other Competent Authority.
 - (ix) The Licensee shall hire a technically expert agency/person for setting up/running of plant, if the Licensee does not have adequate experience in relevant field for establishment of recycling unit.
 - (ix) The Licensee shall indemnify RIICO against all liabilities and claims, which may be arose on RIICO on account of any default made during the rent cum license period with the Licensee.
 - (x) All other charges such as Government Taxes, Electricity Charges, Water charges etc. shall be borne by the Licesee and RIICO will not liable to make payment of any such charges in any manner.

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- (xi) Requisite License/permissions required for operation of activities permitted on the plot(s) from other department of the State Government /Central Government, shall be obtained by the Licensee at its own level.
- (xii) RIICO will not be responsible, if any condition of rent cum license is violated/breached by the Licensee or its member. The Licensee or its member shall be responsible for the same.
- (xiii) In case of any dispute among members of the Licensee and managing committee or any outsider, RIICO shall not be a party in such disputes. Further, RIICO shall not be liable for any damages/losses, if arising, consequent upon of such disputes.
- (xiv) An undertaking of Rs. 500/- non-judicial stamp paper shall be furnished by authorized person on behalf of Licensee to the effect that they shall abide by the terms and conditions of this permission and also liable for all type of expenses towards establishment of plant for re-cycling units.
- (xv) In case of any dispute between RIICO and Licensee, decision of RIICO shall be final and same shall be binding on Licensee.
- (xvi) The Licensee shall bound to make the unit functional at the site as per project report submitted at the time of application within the stipulated time period as decided by the Corporation failing which action will be taken to revoke the rent cum license without payment of any cost/damages.
- (xvii) RIICO will be free to take over the possession of the plot(s), in case any unauthorized activity is found to be performed and/or term of license is expired. After expiry of the period of rent cum license, the same may be further extended by the constituted committee in stages (not exceeding 5 years at a time) with mutual consent based on performance of the Licensee, however, this is exclusively depending on discretion of RIICO.
- (xviii) The Licensee shall prepare plans/maps and obtain approval/ consent of RIICO & RSPCB before taking up the work for establishment of unit.
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- (xx) The Licensee shall execute rent cum license deed with the Corporation within 90 days of issue of permission letter and get it registered with

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