

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

No: IPI/P-6/Policy/7/2021/267/2592
Dt: 27. Sept., 2021

OFFICE ORDER (17/2021)

Sub: General guidelines/terms and conditions for handing over earmarked plot on license basis to Trust/Society for setting up of Medical Oxygen Manufacturing Plant.

The IDC vide item (13) in its meeting held on 25.08.2021 has accorded approval for handing over industrial plot on license basis for setting up of Medical Oxygen Manufacturing Plant. Accordingly, the permission for handing over planned industrial plot(s) will be granted by the Managing Director to the Trust/ Society concerned on license basis for establishment of Medical Oxygen Manufacturing Plant initially for a period of 10 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.
- (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 one time license fee at its own level.
- (iv) The plot will be utilized exclusively for establishment of medical oxygen manufacturing plant for which plot 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.
- (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 medical oxygen manufacturing plant.
- (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 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 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 license is violated/breached by the Licensee or its members. The Licensee or its members 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.
 - (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 within one year from the date of taking over physical possession of the plot failing which action will be taken to revoke the license without payment of any cost/damages.
 - (xvii) RIICO will be free to take over the possession of the plot, in case any unauthorized activity is found to be performed and or no activity on the plot for two consecutive years, or term of license is expired. After expiry of the period of license, the same may be further extended by the Managing Director 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 submit a copy of plans/maps to the concerned unit office of RIICO for record purpose before taking up the work for establishment of unit.
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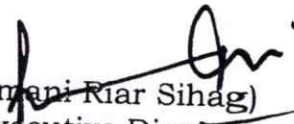
- (xix) The Licensee shall execute license deed with the Corporation within 90 days of issue of permission letter and get it registered with concerned Registration Authorities. The expenses towards registration and stamp duty shall be borne by the Licensee.
- (xx) The permission for handing over plot on license basis will be granted on non-transferable basis.
- (xxi) The permission given to Licensee to use plot on license basis may be withdrawn for any breach of above terms and conditions of this permission after issuing a 30 days registered notice. After expiry of license period/withdrawal of license, the physical possession of the plot shall be handed over by Trust/Society to RIICO without any objection.

Accordingly, the above general terms and condition for handing over the plot be inserted as new rule 3 (AI) in RIICO Disposal of Land Rules, 1979, as under:

"Rule 3 (AI): General Terms and condition for handing over industrial plot on license basis for setting up Medical Oxygen Manufacturing Plant.

*The Corporation may hand over industrial plot on license basis in the industrial area for setting up Medical Oxygen Manufacturing Plant on such terms and conditions as prescribed in **Form-S** appended with these rules".*

A copy of Form-S is enclosed.


(Rukmani Riar Sihag)
Executive Director

Copy to:

1. FA/Advisor (Infra)/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) (SKG)/(DKS)
11. Sr.RM (P&D) (SL)/(LCM)
12. RM (P&D)/Dy. Mgr (P&D)

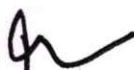
Copy also to:

- (i) PS to Chairman, RIICO
- (ii) PS to MD, RIICO
- (iii) PS to Executive Director


Addl. GM (P&D)

General Terms and condition for handing over industrial plot on license basis for setting up Medical Oxygen Manufacturing Plant.

1. The permission for handing over planned industrial plot(s) will be granted by the Managing Director to the Trust/ Society concerned on license basis for establishment of Medical Oxygen Manufacturing Plant initially for a period of 10 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.
 - (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 one time license fee at its own level.
 - (iv) The plot will be utilized exclusively for establishment of medical oxygen manufacturing plant for which plot 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.
 - (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 medical oxygen manufacturing plant.
 - (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 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 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 license is violated/breached by the Licensee or its members. The Licensee or its members 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.
- (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 within one year from the date of taking over physical possession of the plot failing which action will be taken to revoke the license without payment of any cost/damages.
- (xvii) RIICO will be free to take over the possession of the plot, in case any unauthorized activity is found to be performed and or no activity on the plot for two consecutive years, or term of license is expired. After expiry of the period of license, the same may be further extended by the Managing Director 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 submit a copy of plans/maps to the concerned unit office of RIICO for record purpose before taking up the work for establishment of unit.
- (xix) The Licensee shall execute 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.
- (xx) The permission for handing over plot on license basis will be granted on non-transferable basis.
- (xxi) The permission given to Licensee to use plot on license basis may be withdrawn for any breach of above terms and conditions of this permission after issuing a 30 days registered notice. After expiry of license period/withdrawal of license, the physical possession of the plot shall be handed over by Trust/Society to RIICO without any objection.

