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BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH AT NEW DELHI

ORIGINAL APPLICATION NO.329/2015

APPLICANT:

Vs.

RESPONDENTS:

Gram Panchayat, Araba

State of Rajasthan & Ors.

I N D E X

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Presented By

NC: - hvi
Adv. Nidhi Singh
For

SANJEET PUROHIT
ADVOCATE

Poojyala
RIICO Ltd,
Jodhpur.

Sr. Regional Manager
RIICO LTD., JODHPUR

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Gram Panchayat, Araba

State of Rajasthan & Ors.

WRITTEN SUBMISSIONS

The present Original Application has been preferred by the Gram Panchayat, Araba, District-Barmer, raising the issues pertaining to the pollution caused by the textile industries situated and operated in the conforming as well as non-conforming areas of District-Jodhpur and District-Barmer as well as the contamination of the ground-water, open-wells, water-bodies and agricultural land due to the discharge of effluent and sewage in the river Jojari.

During the pendency of the present Original Application, various directions, from time to time, have been issued by this Hon'ble Tribunal and the appropriate actions have been taken by the authorities concerned including RIICO in compliance of the directions so issued by the Hon'ble Tribunal.

This Hon'ble Tribunal vide order dated 23.11.2020 has constituted a Committee of Expert Members of CPCB, RSPCB, District Magistrate of the concerned District, Dr. Ajit Pratap Singh, Professor, BITS Pilani and the said Committee was headed by Hon'ble Justice Prakash Chandra Tatia (former

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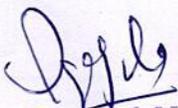
Justice, Jharkhand High Court). The Hon'ble Tribunal has issued several directions and has also directed the Committee so constituted to submit its action report / final report within the time prescribed in the order.

The Committee, so constituted under the directions of this Hon'ble Tribunal, has convened several meetings with all the authorities including the officials of RIICO as well as has undertaken the site inspections. The Committee has filed its interim report on 20.04.2021 and has filed its common final report on 21.07.2021, highlighting the issues regarding the causes of pollution and has made recommendations for kind consideration of the Hon'ble Tribunal.

The Hon'ble Tribunal has been pleased to consider the arguments advanced by the stakeholders in the present matter with regard to the reports so submitted by the Committee on 24.11.2021 and has directed the parties to submit their written submissions.

The humble respondent-RIICO submits the following written submissions in pursuance of the directions issued by the Hon'ble Tribunal vide its order dated 24.11.2021 with regard to the interim as well as final report so submitted by the Committee:

1. That during the course of proceedings of the Committee headed by Hon'ble Justice, Prakash Chandra Tatia, officials of the RIICO Units Jodhpur, Balotra & Pali, have duly attended the meetings and remained present during


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the inspection as and when required by the Committee. During the said meeting, the officials of the RIICO, Jodhpur, Balotra & Pali have provided full assistance to the Committee and have also provided all the details and responses, asked / inquired by the Committee. The said fact clearly reflects at page no.5 & 6 of the interim report as well as page no.7 of the final report, so submitted by the Committee.

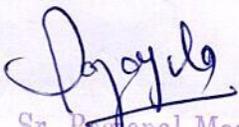
During the course of the proceedings of the Committee, the RIICO Unit-Jodhpur has been asked to submit its explanation with regard to the query regarding flow of effluent as well as sewage through the RIICO drain as well as the policy of ZLD.

In response to the same, the RIICO Unit- Jodhpur has engaged a scientific consultant i.e. Prof. S.K. Singh, Head of Department, Department of Civil Engineering & Architecture, MBM Engineering College, Jodhpur. With the assistance of Prof. S.K. Singh, a preliminary report on the observation raised by the Committee headed by Hon'ble Justice Mr. Prakash Chandra Tatia, was being prepared and the same was submitted before the Committee. In the said report, various suggestions as well as remedial measures were also highlighted on behalf of the RIICO, Jodhpur. Reference of the said report is clearly being mentioned at page 10 and 11 of the interim report so submitted by the Committee. A Copy of the communication dated 25.03.2021 received


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from that Committee is enclosed herewith and marked as Enclosure-1. A Copy of the preliminary report submitted on behalf of the RIICO Unit, Jodhpur is enclosed herewith and marked as Enclosure-2.

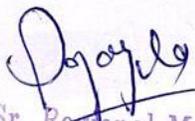
2. That so far as the conforming industrial areas developed and managed by RIICO is concerned, it is stated that the RIICO being a catalyst of industrial promotion in the State of Rajasthan, is establishing industrial area in a planned manner. It is further stated that the entire planning of the industrial area is being done with the help of experts in the field of industrial planning and the entire development work of industrial area such as facilities like roads, road-lights, rainwater harvesting system, plantation, rain/storm-water drain as well as zoning of industries, are being done accordingly. It is stated that the allotment of industrial plots in the industrial area are being made after obtaining the necessary permissions, approvals and consents from the respective authorities such as, Environmental Clearances, Consent to Establish, Consent to Operate, CGWA permission, NBWL permission etc. The RIICO, while establishing the industrial area, are taking care of all environmental norms and also allots industrial plots to the respective allottees with a specific condition that the allottee shall be required to take all necessary clearances, permissions from the respective authorities and shall abide by the terms and conditions of such


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consents / permissions as well as the order passed by the Courts of Law, including the Hon'ble National Green Tribunal on environmental issues. The said conditions are clearly reflected under clause 4 of the lease-deed which deals with all the provisions regarding environment pollution and pollution control measures. A copy of the specimen lease agreement is enclosed herewith and marked as Enclosure-3.

3. That the issue with regard to discharge of sewage in the RIICO drain was raised during the meetings of the Committee. The said issue was also being addressed in the preliminary report so submitted on behalf of the RIICO Unit, Jodhpur. It was clearly mentioned in the said report that so far as the domestic waste generated within the industrial area is concerned, the condition of lease clearly provides that the allottee shall construct septic tank, sewage treatment plant of appropriate size and design for storage / disposal of the domestic waste generated by the concerned industries.

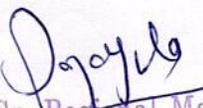
The storm-water drain constructed and managed by the RIICO is only meant for flow of the storm / rain-water and no other water treated / untreated is allowed to be discharged in the said storm-water drain. However, it was clearly mentioned in the report that outside the industrial area established by the RIICO, there are few industrial pockets developed by the private individuals and the same are situated along with RIICO drain. It was


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further stated in the report that in the course of time, some residential colonies have also been developed and in absence of the sewage system / sewage line being developed by the local authority, domestic water was being discharged from these colonies in RIICO drain.

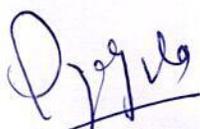
It is stated that as a part of the remedial measure, it was clearly mentioned in the said report that the Municipal Corporation, Jodhpur should immediately plan to lay sewage line in the residential area in the vicinity of RIICO industrial area and shall connect the same to the STP. The recommendation has already been made for Municipal Corporation, Jodhpur to construct pumping station for the sewage water at appropriate place, of appropriate capacity to pump driveway discharge of Bhairav Nala up to the STP by closed pressure pipeline.

4. That the Committee headed by Hon'ble Justice Prakash Chandra Tatia at page 18 of the interim report as well as page 4 of the final report has clearly observed that it is the duty of the RSPCB to take action against the individual / authority for discharging effluent in public drain, RIICO drain or any river. It is stated that the during the meetings of Zila Probodhan Samiti headed by District Collector and having the representatives of RIICO, RSPCB, JoDA, Municipal Corporation Jodhpur, etc. the issue of discharge of sewage water in the RIICO drain was being raised by the RIICO on several occasions. It is stated that on number of occasions, when opening of


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sewer outlet in the RIICO drain is reported, the action has been taken by the RIICO to close the said sewer outlet during its regular repair and maintenance of RIICO drain. The root cause of discharge of sewer in the RIICO drain is lack of laying down of sewer-line in the residential colonies developed over the year and its non-connectivity with the sewage treatment plant. Whereas, the RIICO drain was being constructed as a part of planning of RIICO industrial area just for ensuring the flow of the storm-water into the river.

5. That the issue with regard to the discharge of effluent in the RIICO drain was also addressed in the preliminary report submitted with the assistance of expert Prof. S.K. Singh. In the said report, it is clearly mentioned that the root cause for discharge of effluent was chocking of inadequate size of conduit pipeline by the SPV i.e. Jodhpur Prudushan Niwaran Trust (JPNT) as well as overflow of main-holes and excess discharge by the member units. It is further stated that the overflow coming from the conduit pipelines installed by the JPNT is resulting in discharge of effluent in the RIICO drain. As a part of suggestion for solving the problem, the remedial measure was also suggested that JPNT should re-check and make fair assessment of adequacy of the pipeline design and to install additional pipeline network to carry the waste water from the member units to the CETP.



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6. That the Committee headed by Hon'ble Justice Prakash Chandra Tatia has clearly directed that RSPCB is required to take action against the industries / individuals discharging the effluent / rain-water in the public drain, RIICO drain and river. It is stated that during the spot inspection being made by the RIICO, some of the industrial units were found to be operational in an irregular manner and their effluent / waste-water was being discharged in the RIICO storm-water drain. In this regard, the notices were issued to the respective industries and the intimation of the same has also been sent to the RSPCB as well as JPNT. Copy of the notices so issued by the RIICO, Jodhpur is enclosed herewith and marked as Enclosure-4, collectively.
7. That for ensuring the establishment of the CETP of the adequate size and for establishment of the same at ZLD level, the RIICO as facilitator to the SPV i.e. Jodhpur Pradhushan Niwaran & Research Foundation (JPNRF) has allotted adequate size of land at a token amount of Rs.1/-. The RIICO has allotted 10.38 acre land to Jodhpur Pradhushan Niwaran Trust on 05.05.1998 for construction of 20 MLD capacity CETP. The trust has implemented and started CETP in the year 2003 after obtaining consent and clearances from the RSPCB. Apart from this, for the construction of additional CETP of 25 MLD capacity to JPNRF, the RIICO has allotted 25 bigha (4 Hect.) land on 24.11.2017 at free of cost, for which the RIICO has paid

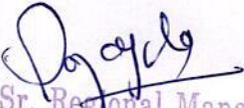

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Rs.2.57 crore to the JDA for purchasing the said land. Copy of the allotment letters are annexed herewith and marked as Enclosure-5, collectively.

It is pertinent to mention here that once the land for establishment of CETP is allotted by RIICO to the SPV/Trust. It is the duty of the said Trust to construct and establish the CETP of adequate size, required technology and approved design. The laying down and maintenance of close conduit pipelines for taking effluent from the industrial unit to the CETP and its regular repair and maintenance is also upon the said SPV / Trust. The said Trust is also under Constitutional / Statutory obligation to treat the waste/effluent generated by its member units in scientific manner and standards prescribed by the PCB in that regard.

8. That it is stated that RIICO are making utmost efforts for repair or maintenance of the RIICO drain as well as to remove all garbage / over-burden lying along with the roadside. The details of the said continuous efforts made by the RIICO are mentioned below:

In the F.Y. 2018-19 - In the F.Y. 2018-19, an amount of Rs.76.80 lacs has been incurred by the unit office on the regular maintenance / cleaning of drain, removal of garbage etc. As per details available in office in this F.Y. 5 Km of drain repairing and maintenance, cleaning of drain in 20 Km in length and 10,000 cubic meter removal of garbage / over burden was lifted from the industrial


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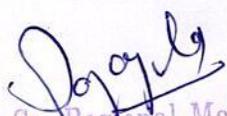
areas including transferred industrial areas, Basni and Sangaria.

In the F.Y. 2019-20 - In the F.Y. 2019-20, an amount of Rs.340.15 lacs has been incurred by the unit office on the regular maintenance / cleaning of drain, removal of garbage etc. As per detail available in office in this F.Y. 13 Km of drain repairing and maintenance, cleaning of drain in 20 Km length and 15000 cubic meter removal of garbage / over burden was lifted from the industrial areas including transferred industrial areas, Basni and Sangaria.

In the F.Y. 2020-21 - In the F.Y. 2020-21, an amount of Rs.102.40 lacs has been incurred by the unit office on the regular maintenance / cleaning of drain, removal of garbage, etc. As per detail available in office in this F.Y. 3.38 Km of drain repairing and maintenance, cleaning of drain in 16 Km length and 14100 cubic meter removal of garbage / over burden was lifted from the industrial areas including transferred industrial areas, Basni and Sangaria.

In the F.Y. 2021-22 - Presently an expenditure of Rs.10.10 lacs has been incurred on cleaning and maintenance of drain in 1.4 Km length. In the F.Y. 2021-22, the tenders of Rs.141.86 lacs has been invited and work order of Rs 103.42 Lac issued by the unit office for the regular maintenance / cleaning of drain, removal of garbage etc. In these tenders, an estimated length for cleaning of drain 50 Km length, removal of over burden 9500 cubic meter etc has been taken.

9. That with regard to the concern raised by the Committee headed by the Hon'ble Justice Prakash Chandra Tatia regarding the scattered industries, with regard to Jodhpur, it is stated that the Hon'ble NGT vide

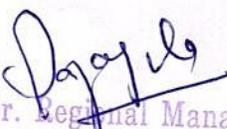

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its judgment dated 01.05.2014 passed in Laxmi Suitings cases has given the following directions to RIICO:

“State Govt. / Authorities to identify and establish separate industrial area or expansion of existing industrial area for shifting of industries existing around the industrial area as of today to the newly established or expanded demarcated industrial area.”

In compliance of the above, the RIICO for the purpose of development of Industrial Area Kakani has acquired 344.09 hectare private land in the village Kharabera Purohitan and Kakani, Tehsil - Luni, Jodhpur and award was passed on 04.08.2015. It is submitted that khatedars of village filed writ petition No.04/2016 titled “Balu Singh & Ors. Vs. State & others” connected 7 writ petitions, wherein the Hon’ble High Court vide its order dated 14.12.2015 directed not to dispossess the khatedars. It is submitted that the petition filed by the khatedars were dismissed by the Hon’ble High Court vide its judgment dated 27.04.2021 holding that the land acquisition proceedings are in larger public interest. It is stated that now development works for the industrial area has already been started and the work order issued, which will be completed within one year.

Copies of work orders are annexed herewith and marked as Enclosure-6.


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It is stated that the said industrial area has been planned while keeping in mind that similar nature of industries are to be established in the same zone and therefore, the proper zone planning has been done while developing the said industrial area and in the said industrial area, Kakani three separate zones for cluster of similar industries such as 'Steel Zone', 'Textile Zone' and 'General Zone' are already planned.

10. That RIICO, as an industrial catalyst is very much committed for ensuring the sustainable development and thus, has taken all possible steps to ensure that the development as well as environment shall go side by side and both the said aspects shall remain in harmony for all the times. The answering-respondent RIICO is committed and ready and willing to abide by its constitutional as well as statutory obligation and undertakes to follow the directions given by this Hon'ble Tribunal in its true letter and spirit so as to ensure safe and hygienic environment for all.

Presented By

N Singhvi
Adv. Nidhi Singhvi
For

SANJEET PUROHIT

ADVOCATE

[Signature]

RIICO Ltd,
Jodhpur.

Sr. Regional Manager
RIICO LTD., JODHPUR

OFFICE OF THE MONITORING COMMITTEE

(In matter of Original Application-329/2015 Gram Panchayat ARABA V/s State of Rajasthan & Ors, Original Application-34 (THC)/2014 Digvijai Singh V/s State of Rajasthan & Ors and Original Application 32/2014 Kishan Paryavaran Sangharsh Samiti, Jaipur Vs State of Rajasthan)
201 Ashapurana Enclave, Behind Derby Mill, DPS Road, Jodhpur 342013 (Rajasthan)

(13)
ENCL.
[1]

In pursuance of Hon'ble NGT order passed In the Matter of Original Application No. 329/2015 Gram Panchayat ARABA vs. State of Rajasthan & Ors Dated 23.11.2020

MEETING NOTICE

Committee's meeting will be held on 31.03.2021 at 11 AM (Physical presence of members present at Jodhpur and via Video Conference with members staying at other places) at VC hall of District Collectrate Jodhpur. The Agenda for meeting is attached with this notice.

Meeting will be attended by:-

- a) District Collector, Jodhpur
- b). Dr. A.P. Singh BITS Pilani, Expert Member
- c). Regional officer, RSPCB Jodhpur
- d). Shri Sunil Meena, Representatives of CPCB

Special Invitees

- a). Commissioner Municipal Corporation (North), Jodhpur
- b). Commissioner Municipal Corporation (South), Jodhpur
- c). Commissioner Jodhpur Development Authority, Jodhpur
- d) Senior Regional Manager, M/s RIICO Limited, Jodhpur

By order of Chairperson

Date 25.03.2021

No. 91 to 97

To-

1. District Collector, Jodhpur

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OFFICE OF THE MONITORING COMMITTEE

(In matter of Original Application-329/2015 Gram Panchayat ARABA V/s State of Rajasthan & Ors, Original Application-34 (THC)/2014 Digvijai Singh V/s State of Rajasthan & Ors and Original Application 32/2014 Kishan Paryavaran Sangharsh Samiti, Jaipur Vs State of Rajasthan)
201 Ashapurana Enclave, Behind Derby Mill, DPS Road, Jodhpur 342013 (Rajasthan)

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Agenda for meeting with NGT Monitoring Committee and Municipal Commissioners, Jodhpur

Related with Municipal Corporation

- The Municipal Corporation Jodhpur is discharging treated & untreated domestic effluent into river Joghari. This discharge is responsible for carrying and spreading contaminated water and pollution in downstream of the river Joghri water up to 40-50 Km distance.
- The Municipal Corporation has failed to control mixing of industrial effluents and domestic sewage in urban areas and treated and untreated water in bed of river Joghari.
- The Municipal Corporation continues to put sewage and chemical containing water into RIICO drain since last decades.
- Why the same treatment may not be recommended against Municipal Corporation, which is being given to industries and other entities/persons responsible for spreading pollution?
- Action plan by which year & time the Municipal Corporation will stop putting their water in RIICO drain.
- By what time Municipal Corporation will ensure to stop putting water into the river to follow the guidelines given to other polluters regarding use the water completely and maintaining zero discharge.

Related with M/s RIICO Ltd

- M/s RIICO Limited to explain why they could not prevent Municipal Corporation to discharging water into storm water drains constructed by RIICO and why RIICO failed to prevent industries from putting their effluent at several places into storm water drains constructed by RIICO and to control overflow of manhole of effluent conduit.
- Why RIICO is not following direction given by Hon'ble NGT, for other polluters regarding not discharging the effluent into the river and ZLD policy?
- Why RIICO has failed to take action against local bodies for spreading the pollution up to 40-50 Km in river through its storm water drains?

Sr. Regional Manager
RIICO LTD., JODHPUR



RIICO
GROW WITH RAJASTHAN

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Rajasthan State Industrial development
& Investment Corporation Limited
(A Rajasthan Government Undertaking)
Mini Udyog Bhawan, Industrial Estate,
New Power House Road, Jodhpur-342003
E-mail : jodhpur@riico.co.in
Phone No : 0291 - 2430901
Fax No. : 0291 - 2647092
No. : U.(15)-()/2020-21/ SPL-1
Date : 21-01-2021

Professor S.K. Singh,
HOD (Department of Civil Engineering)
MBM Engineering College, J.N.V.U.
Jodhpur.

Subject: -Consultancy for Preparation & Scrutinizing of draft report to be submitted to Hon'ble Justice Sh.Prakash Tatia, Chair person Monitoring Committee in the matter of O.A. 329/2015, Gram Panchayat Araba V/s State & Ors. .

Dear Sir,

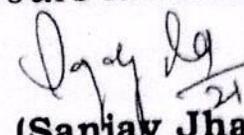
The Hon'ble NGT has constituted a monitoring committee vide order dated 23-11-2020 in the chairmanship of Hon'ble Justice Sh. Prakash Tatia in the matter O.A. 329/2015 Gram Panchayat Araba V/s State & Ors. so as to identify and suggest the measures to curb water pollution in Jodhpur city due to discharge of effluents from industrial area and municipal area in Jodhpur.

In the light of above directions, Hon'ble Justice sir has called representatives of RIICO on 18-01-2021 in circuit house Jodhpur and in presence of technical expert Sh. A.P. Singh, Professor, BITS Pilani and directed and submit the reply/report on the various points raised in the discussion (copy of discussion note is enclosed).

As matter is related with the welfare of Jodhpur, it is requested to kindly give your convenience for the consultancy for preparation and scrutinizing of draft report to be submitted to committee. The visit Charges and consultancy charges shall borne by the RIICO.

Thanking you,

Yours faithfully


(Sanjay Jha)
21/1/2021
Sr. Regional Manager
RIICO Ltd. Jodhpur



Sr. Regional Manager
RIICO LTD., JODHPUR

Preliminary report on the observations raised by Hon'ble Justice Sh. Prakash Tatia for making compliance on the part of RIICO in the matter of NGT orders in Gram Panchayat Araba V/s State of Rajasthan and others.

In the matter of Gram Panchayat Araba v/s State of Rajasthan & Ors. (original application 329/2015) the hon'ble NGT vide order dated 23-11-2020 had constituted member monitoring committee headed by Hon'ble Justice Sh. Prakash Tatia to submit a compliance report on the steps taken and along with the future course of action & recommendation in the matter. The copy of the order dated 23-11-2020 is annexed as **Annexure-1**.

In compliance with the above orders, the Hon'ble Justice called a meeting of officers of RIICO, pollution control board on 18-01-2021 in the circuit house Jodhpur for discussing the matter. In the discussion, Dr. Ajit Pratap Singh, Professor BITS Pilani was also present as a Technical/expert member and after discussion, it was directed to RIICO to provide information and compliance report on the various points, related to the RIICO. The points of discussion prepared by the unit office on the iteration are given in **Annexure-2**.

The compliance report on the observations related to RIICO is as under:

1. Role of RIICO for infrastructure development in the industrial area specifically for the sewerage facilities.

RIICO is essentially an industrial catalyst which facilitate setting up of industries. The role and responsibility of RIICO are confined to acquisition of land and allotment of land to industries and development of basic infrastructure in the industrial areas. In some cases, land is being allotted to the entrepreneurs on the undeveloped basis also. Basic infrastructure provided in the industrial area set up by RIICO include roads, power line, storm water drains, street lighting, water supply (in most of cases).

As regard the sewage facilities are concerned, the sewage line are not the part of basic infrastructure and it is clearly mentioned in the clause-4 (J) of **Environment management and pollution control measures** for domestic waste water treatment and disposal that "*the lessee shall construct a septic tank/sewage treatment plant (STP) of appropriate size and design in its premise for treatment/storage and disposal of generated domestic waste, if any. However, if building construction area is over and above 10,000 sqm then the lessee shall have to construct STP on the allotted land/plot*" The copy of relevant term of lease deed is annexed as **Annexure-3**.

As per the preliminary survey conducted in the area the prominent industries established in the area are having facilities of toilet with soak pits in their premises. The list of prominent industries having major labour force is annexed at **Annexure-4**.

2. Storm water drainage infrastructure developed in industrial area.


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As per the topography of industrial area, the storm water drainage infrastructure provided in the industrial area. However natural flow pattern of storm water is towards south-west and therefore it flows towards Jojari river. The exact sizes and layout will be submitted in due course of time as designs are not available in the department record.

3. The major sources and locations of entering effluent in RIICO drains from non RIICO area:

The old industrial area of Jodhpur, including transferred areas such as LIA, HIA, BNPH, industrial estate, New Jodhpur, B.K.K, electronic complex. cyber park was all established in the initial phase by the state, however transferred to RIICO by the industries department in the year 1979 as per the order dated 18-09-1979 for maintenance and for executing various activities related with entrepreneurs as per RIICO disposal of land rule prevalent at that time. The copy of the order is annexed as **Annexure-5**. The industrial area Basni-I & II phase were established by the RIICO in 862 acres land in the year 1976. The Mini growth centre Sangaria Phase I & II was established in the year 1997.

Thus, the cluster of industrial area under jurisdiction of RIICO Jodhpur Unit, includes transferred area, Basni and Sangaria with total no. of 2100 industrial plot. In the course of time, the labour/ residential colonies namely Haddi Mill (Mahaveer) colony, Ambedakar colony (both in transferred area) & some other labour colony like KK colony (Basni village), Meghwalo ki Dhani, Junavo ki Dhani and Bihari colony etc. developed in course of time surrounding the industrial areas and some domestic waste water is discharged from these colonies in RIICO drain. Beside the above it has been observed during the visit that waste water is entering in the industrial area through Bhairav Nala (near Derby textile).

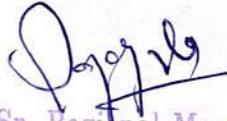
*Besides these colonies some industries (surrounding RIICO industrial areas) also developed in the chuck of land which was left out by the RIICO in the acquisition in the time of developing industrial area Basni Phase II which is contributing domestic and industrial waste in the RIICO drain illegally. All these industries were got converted as industrial by the JoDA. The details of plots whose land use was changed to industrial purpose is available with JoDA. The location of colonies developed surrounding industrial area and private pockets with industries is marked in the map of industrial area at **annexure-6**.*

4. Approximate quantity of domestic waste water in RIICO drain.

A detailed survey/ study is required in coordination with Nagar Nigam and JoDA to assess the actual quantity of discharge generated from surrounding colonies and industries developed near Basni (left out patches) converted by JoDA.

However, the team of RIICO taken the photographs and calculated the approximate discharge of the location near derby colony, plot no. 717-718 (Bhairav Nala) which was found approximately 10 MLD (the time of measuring was 4:00 PM dated 20-01-2021). The colour of effluent/discharge was **Dark Red to blackish with foul smell**. This indicates that the waste water flowing in this Nala is mixture of domestic waste water and industrial waste water.

Hence it can be said that Bhairav Nala is misused by the industries situated in the non RIICO areas (specially Shobhawataon ki Dhani) or in Residential areas. Nagar Nigam Jodhpur is using Bhairav Nala for disposal of domestic waste water of the residential areas not connected to sewerage system. Ultimately this waste water enters into RIICO Drains.


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5. Industrial effluent entering into RIICO drain.

Besides the discharge of Bhairav Nala, it was observed that the number of main holes located on the closed conduit pipe line of Jodhpur Pradushan Niwaran Trust (JPNT) overflows and the spillage of untreated /partially treated waste water entered in the RIICO drains.

The overflow of manholes of JPNT Pipe line may be because of following reasons:-

- (a) Chocking of pipe line
- (b) Excess discharge in pipe line by member units
- (c) Inadequate capacity
- (d) Intermittent discharge in pipe line in place of continuous discharge
- (e) Inappropriate peak factor in designing of pipe line
- (f) Poor maintenance of pipe line & manholes.

In this regard it is submitted that earlier team of officers of RIICO, unit Jodhpur including RM, ARM, Sr. Draughtsman was constituted vide order dated 26-02-2020 to conduct survey of location and identify the units which were discharging effluents in open area/RIICO drains. The team conducted the survey on 29-02-2020 and 01-03-2020 of all the textile and steel units establish and functional in industrial area Basni I & II Phase, transferred areas to identify the discharge from various units through conduit pipe line directly into RIICO drain and spillage from JPNT main holes. On the basis of reports, it was observed that there were spillages of effluents from 18 mail holes located on the different locations on closed conduit pipe line laid by JPNT. The unit office issued letter on 05-03-2020 to JPNT to rectify the choke close conduit pipe line and repair main holes and stop over flow of effluent into RIICO drains. Further RSPCB was also intimated vide letter dated 06.03.2020 to take cognizance of such default of JPNT and to take appropriate preventive or punitive measures.

The RIICO officials also observed spillages from JPNT main holes several times and immediately JPNT was informed to rectify/repair main hole chambers to stop over flow in RIICO drains. The copies of letter were also endorsed every time to RO, RSPCB, Jodhpur to issue appropriate directions. These facts were already been appraised to Hon'ble NGT vide affidavit filed on 13-03-2020. The of affidavit mentioning by RIICO is annexed as **Annexure-7**.

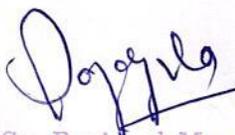
The flow in the RIICO drain just in front of IOC Petrol Pump (Diesel Shed Road) was measured and it was found approximately 10 MLD, which is mainly untreated industrial waste water belonging to the RIICO industrial area (Transferred area).

Similarly, at various places textile industries are discharging untreated industrial waste water in RIICO drain in Basni industrial area.

Practically it is not possible to monitor each and every drain on daily basis and also to identify the industries discharging industrial wastewater in RIICO drain.

These drains are continuously misused by the industries for discharging illegal extra untreated industrial waste water (i.e. in excess of allowed discharge by RSPCB) since many years.

Hence a detailed survey is needed in this matter to decide the new layout of RIICO drain network and Nagar Nigam storm water drain network to prevent the misuse of storm water drainage system.


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6. Approximate Quantitively and qualitative analysis of effluent in RIICO drain before and after CETP.

As per the direction, the team of RIICO officers attempted to major the discharge just before the CETP located at industrial area Sanagaria and also after CETP. The samples were also collected from the above points.

It has been collected at the location no. 1 just opposite to CETP, the dark red to blackish water was flowing in the RIICO drain. The approximate discharge was found as 26 MLD. Further at another location at about 750 mtr from the CETP plant, the discharge of flowing effluent (Dark red to Blackish water) was calculated as 40 MLD. The samples taken at both the location were sent to the RO, RSPCB for testing as regard to the inlet and outlet parameters and other permissible parameters for the effluents flowing in RIICO drain before and after the CETP. The Test result are yet to be furnished by RSPCB.

Above discharge calculations are based on the reading of flowing water taken at above locations at 3:30 PM and therefore average overall daily discharge may vary time to time.

7. Cleaning and maintenance of drain & encroachment of Right of Way (ROW):

The storm water drain present in RIICO industrial area maintained regularly through RIICO maintenance budget by executing the works of cleaning of drain, plastering, raising, masonry work, flooring etc. as per site condition and requirement further the work of cleaning and removal of overburden/garbage (non-hazardous industrial waste) from the road sides was also carried out simultaneously as per the requirement. All the waste is initially dumped to transit dumping ground and finally transported to the dumping site. The progress of these works are regularly intimated in the district level meeting.

As per the conditions mentioned in the lease deed, the entrepreneurs have to make their own arrangement of disposal of hazardous waste to the designated place as per the norms specified by RSPCB. This activity is monitored by RSPCB.

As per the amended rules "Every plot allottee shall be fully responsible to keep the area of ROW clean falling between the frontage of his allotted plot and upto the central line of the road". Action against the defaulter allottee who has dumped solid waste generated by the industrial unit including product waste/ ash/stone cutting waste/stone slurry/sludge/rubbish/debris/raw material/finished good/ by products etc." RIICO has issued some notices to the industries under this new rule. A few sample notices are attached herewith as **Annexure-8**.

8. Assistance provide by RIICO to the trust for CETP:

As a facilitator, the RIICO has allotted 10.38 acre land to Jodhpur Pradushan Niwarn Trust on 05-05-1998 for construction of 20 MLD capacity CETP. The trust has implemented and started CETP in the year 2003 after obtaining consent and clearances from the RSPCB. The CETP in monitored by RSPCB.

Besides the above for the construction of additional CETP of 25 MLD capacity to SPV namely Jodhpur Pradushan Niwaran Research foundation, the RIICO has allotted 25 Bigha (4 Hect.)


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land on 24-11-2017 at free of cost. However, the RIICO has paid Rs. 2.57 crore to the JDA for purchasing the said land, but till date SPV has not constructed new CETP.

9. Sludge Analysis Report of RIICO Dumping Ground:

Sludge sample was collected from RIICO dumping ground and was sent to RSPCB for analysis and test report is yet to receive.

10. Suggestion for solving problem:

Discharge of untreated/ partially treated industrial waste water reaching to Jajari river is creating severe environmental issues not only in the vicinity of Jodhpur but in a larger area. Followings are some suggestions to resolve the issue.

1. The drain constructed in the RIICO area are meant for storm water drainage but untreated waste water is flowing into it due to following reasons:
 - (a) Effluent from JPNT main hole on conduit pipe line overflows and enters in RIICO drains.
 - (b) Discharge of industrial waste water by the industries directly (illegal) in the RIICO drains.
 - (c) Discharge of Bhairav Nala. and also waste water generated from residential colonies of labour near surrounding industrial area.
 - (d) The industries establish in the private area also discharge waste water in RIICO drain.
 - (e) Additionally, the so called treated waste water from CETP has also been discharged.

For solving the problem, it requires comprehensive study and assessment by the combined team of RIICO, JoDA, Nagar Nigam a pollution control board and experts so as to segregate entry of domestic and industrial waste water in RIICO drain.

2. The pipe line designed earlier and being maintained by JPNT for textile industries needs to be rechecked to assess by the experts for adequacy in the present scenario as per the actual discharge quantity with proper peak factor so as to stop overflowing of main holes. If present pipe line is inadequate then additional pipelines are to be laid.
3. The industrial raw waste water from steel industries has various heavy metals and very high TDS. Hence JPNT shall install RO Plant (or any other technology-based plant) immediately and reuse the treated waste water.
4. The industrial waste water from textile industries has various dyes and high TDS. Hence JPNT shall install RO Plant (or any other technology-based plant) immediately and reuse the treated waste water.
5. RIICO should install some flow meters at appropriate places in RIICO drain to monitor the flow in drains.
6. RIICO should replan drain network by dividing the catchment area in zones and provide minimum drains as per requirement.
7. The total rainy days in Jodhpur is about 5.2 only, hence there is no need of storm water drains along every road (both side). Almost all the drains are misused for discharging waste water or disposal of solid waste. These drains are to be closed.
8. Industries have to be self-disciplined and discharge permitted quantity of waste water in JPNT Line. If any industry is found discharging industrial waste water in RIICO drain/ in sewer line / in river should be closed permanently.

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9. If any industry is discharging excess quantity in JPNT pipe line on daily basis (not on cumulative monthly basis) be treated as defaulter and membership is to be cancelled. To maintain transparency JPNT must share daily flow data & action against defaulter online to District administration, RSPCB and RIICO website with the facility so that public can assess this information.
10. JPNT should construct other CETP (based on any proper technology so that treated waste water can be reuse) of proper capacity on priority basis, to meet the requirement of industries.
11. CETP is to be run by a third-party expert agency.
12. *RSPCB Shall monitor the discharge of every industry as per the allowed discharge and take appropriate actions against defaulter units.*
13. **Waste water discharge in Main RIICO Drain (Quantity Balance):** Discharge in various RIICO drains and Bhairav Nala were measured (randomly and approximate analysis) and summary is given in table:-

| S.N | Drain Location | *Flow Discharge (approx.) | Remarks |
|-----|---|---------------------------|--|
| 1 | Bhairav Nala (1 st Pulia CHB) | 5 MLD | |
| 2 | Pal Nala (Central Bank of India) | 3 MLD | |
| 3 | Bhairav Nala (Near Ashok Udhyan) | 8 MLD | Nala at S.N. 2 joins Bhairav Nala at this point |
| 4 | Bhairav Nala (Derby colony, plot no. 717-718) | 10 MLD | It indicates addition of approximately 2 MLD industrial waste water (i.e from Sobhaotaon ki Dhani area) |
| 5 | RIICO Drain (IOC Petrol pump, Diesel Shed Road) | 10 MLD | This drain joins RIICO Drain |
| 6 | Before CETP | 26 MLD | It indicates addition of approximately 6 MLD industrial waste water and domestic waste water (if any) of Basni area. |
| 7 | After CETP | 40 MLD | Addition of about 14 MLD Treated industrial waste water from CETP |

* Total Discharge was calculated on the basis of flow at the time of measurement. Hence variations in quantity and quality may be possible.

Hence following measures can be taken:

- a. A additional pipe line network is to be laid in transferred area to carry the industrial waste water up to CETP. All industries of this area discharging industrial waste water is to be declare defaulter and JPNT should withdraw the membership. RSPCB should take appropriate action against defaulter units.
- b. Nagar Nigam should construct a pumping station at appropriate place (i.e. Just before Sobhaotao Ki Dhani) of appropriate capacity to pump the dry weather discharge of Bhairav Nala up to STP by a closed pressure pipe line.
- c. JPNT should lay additional pipe line in Basni area upto CETP for excess discharge of wastewater by member units. All industries of this area discharging industrial waste water is to be declare defaulter and JPNT should withdraw the membership. RSPCB should take appropriate action against defaulter units.



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- d. Nagar Nigam should plan to lay sewer line in the residential areas in the vicinity of RIICO industrial area/ within the RIICO industrial area.
- e. The major problem is of industries which are out side the RIICO areas and JoDA has converted agriculture/ residential plot into industrial plot and these industries are discharging their waste water illegally to the RIICO drain or in city sewer lines. Hence a policy decision has to be taken by the competent authority regarding present industries in non-RIICO areas and for future conversion of agriculture/ residential plot into industrial plot. It is suggested that change of land use title of any land to industrial use by the JoDA should be conditional, such as:
- No waste water is to be discharged outside the premises of the industry. All waste water is to be reused by the industry either by giving full treatment or partial treatment.
 - Waste Water generating industries are based industries are not allowed.
14. All pending work like existing CETP upgradation to ZLD / construction of new CETP / planning & construction of new network of drains/ planning & laying of additional new network of closed conduit pipeline for textile waste water/ installation of flow meter in RIICO drains/ Disposal mechanism of dry weather domestic waste water flowing in Bhairav Nala upto STP etc. shall be completed within a reasonable stipulated time frame. Suggested time frame for some activities may be:

| S.N | Activities | Time frame (duration) | Executing agency |
|-----|---|-----------------------|-------------------|
| 1 | Upgradation of existing CETP to ZLD (for steel industries waste water) | 9.0 months | JPNT |
| 2 | Upgradation of existing CETP to ZLD (for textile industries waste water) | 15.0 months | JPNT |
| 3 | Construction of new CETP | 18.0 months | JPNT/SPV |
| 4 | planning & construction of new network of drains | 18.0 months | RIICO |
| 5 | planning & laying of additional new network of closed conduit pipeline for textile waste water | 9.0 months | JPNT |
| 6 | Disposal mechanism of dry weather domestic waste water flowing in Bhairav Nala | 9.0 months | Nagar Nigam/ JoDA |
| 7 | Laying of sewer lines in residential areas adjacent to industrial area/ inside of industrial area (if any) | 9.0 months | Nagar Nigam/ JoDA |
| 8 | Installation of flow meter in RIICO drains | 4.0 months | RIICO |

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LEASE AGREEMENT

PHOTO

(UNDER RULE 11 OF RIICO DISPOSAL OF LAND RULES, 1979)

Industrial Area
Plot No.

This Lease Agreement is made on the.....day ofin the yearbetween Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, a Public Limited Company incorporated under the Companies Act 1956, having its Registered Office at Udyog Bhawan, Tilak Marg, Jaipur (Rajasthan: India)-302005 (hereinafter called 'the Lessor' which expression shall, unless the context does not so admit, includes its successors and assigns) of the **ONE PART**

AND

Shri. S/o.....Age.....Years,
R/o.....
..... Proprietor of Firm
M/s.....

OR

Shri.....S/o
.....Age.....Years,
R/o.....And
Shri.....S/o.....Age.....Years,
R/o.....

Shri.....S/o.....Age.....Years,R/o.....

And

Shri.....S/o.....Age.....Years,R/o.....

constituting the registered partnership under name & style of firm
M/S..... registered under the Indian
Partnership Act, 1932 and having its registered office at

[Signature]
Sr. Regional Manager
RIICO LTD., JODHPUR



OR

M/s..... incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at

OR

....., an one person company or charitable object company or Private Ltd./Public Ltd. company registered under the Indian Companies Act 1956 or 2013, as the case may be, and having its registered office at

OR

....., a Society, registered under the Co-operative Societies Act and having its registered office at

OR

....., a Public/Private Trust registered under either the Indian Trust Act or Rajasthan Public Trust Act having its registered office at.....

(hereinafter called 'the Lessee' which expression shall, unless the context does not so admit, include his/her/its heirs, successors, executors, administrators, Legal representatives and permitted assigns) of the OTHER PART

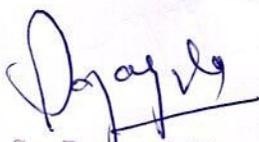
WHEREAS, the State of Rajasthan handed over the land to the Lessor for the purpose of setting up of Industrial Area/Special Parks and the Lessor either planned the aforesaid land into plots for leasing out to entrepreneurs/developers for the purpose of setting-up the industrial/supportive services/other category units or leasing out the aforesaid land on 'as is where is' basis i.e. on undeveloped basis for setting up an industrial unit/industrial park.

WHEREAS, the Lessor has agreed to demise and the Lessee has agreed to take on lease, the Plot No..... in theIndustrial area at Unit Office or land of Khasra Numbers (Described in schedule) situated at village..... Tehsil..... District..... on the terms and conditions of the allotment letter Nodated.....issued by the Lessor and on the terms and conditions hereinafter appearing for the purpose of Industrial use or setting up the Special Park for activity of and/or any other product/activity that may be allowed by the Lessor in writing according to the factory bye-laws, design and building plans approved by the Lessor or proper municipal or other competent authorities and relevant rules of the Lessor.

WHEREAS, the Lessor has handed over physical possession of the said demised plot/land to the Lessee on

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS :

1: In consideration of the covenants and agreement herein contained and on payment by the Lessee of Rs..... (in words Rs.....) towards the premium and annual /one time Economic Rent (strike out which is not applicable) of the demised plot/land and the


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receipt thereof, the Lessor hereby acknowledge, the Lessor doth hereby demise to the Lessee the plot of land numbered as above in Industrial Area..... containing by measurement..... sqm. Or chunk of land hereby demise to the Lessee containing by measurementacres be the same a little more or less, bounded,

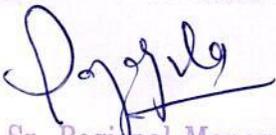
On the North by
On the South by
On the East by
On the West by

And the said plot or land is more clearly shown in the attached site plan, TO HOLD the said plot of land/chunk of land (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee for the term of ninety nine years from the date.....except and always reserving to the Lessor as follows:

- 1(a) A right to lay water mains, drains, sewers, electric wires, gas pipelines, optical fibre cable etc. under or over the demised premises, if deemed necessary by the Lessor, in developing the area.
- 1(b) Full right and title to all mines and minerals in and under the demised premises or any part thereof.
- 1(c) Full right to enhance or revise annual charges such as Service Charges, Economic Rent, Cess etc. applicable as per rules or any other charges of identical nature, if imposed by the Lessor from time to time including right to enhance the premium towards aforesaid demised plot/land, if compensation amount under any award is enhanced by the Court of Law subsequently due to any reason and right to recover the same from the Lessee. However, economic rent shall be revised after a period of 5 years and enhancement in economic rent shall not exceed 25% of the rent payable for the period immediately preceding revision. The quantum of economic rent so determined by the Lessor shall be final, conclusive and binding on the Lessee and it shall not be questioned in any court of law or otherwise.
- 1(d) To resume and vest the un-utilised or surplus allotted land/plot on expiry of the prescribed/extended time period allowed by the Lessor for commencing activity for which land is allotted.
- 1(e) To resume possession of the demised land, in case, the Lessee fails to make payment of premium of demised land/plot to the Lessor, irrespective of the first charge of the financing body or bodies on the demised land/plot.

2: PAYMENT OF DUES, CHARGES AND TAXES

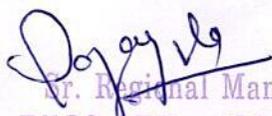
- 2(a) That the Lessee will bear, pay and discharge all rent, taxes, charges and assessment of every description which may, during the said terms, be assessed, charged or imposed upon either the landlord or tenant or the occupier in respect of the demised premises or the building erected or to be erected thereupon.
- 2(b) Premium of Land: The Lessee shall pay the Premium of the plot/land calculated at the rate decided by the Lessor for each Industrial Area/demised land.
- 2(c) Economic Rent-Yielding and paying thereof unto the Lessor by 31st day of July in each year in advance the yearly Economic Rent.
- 2(d) Service Charge: That the Lessee will bear, pay and discharge all service charges to defray recurring cost incurred on industrial areas, which may during the said term be assessed, charges, levied or imposed and revised by the Lessor from time to time. Such charges will be payable by the Lessee by 31st day of July in each year in advance for every year otherwise, the Lessee shall pay interest thereon as per prevailing rules.
- 2(e) GST: The Lessee shall pay Goods & Service Tax or any other identical nature of tax as demanded including interest and penalty thereon, if any which may during the said term of the lease, be assessed, charged or imposed upon either the Lessor/Lessee or tenant or occupier of the Lessee in respect of the demised premises or the building erected or to be erected thereupon.


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3. GENERAL PROVISION RELATED TO DEMISED LAND/PLOT

- 3(a) That the Lessee shall not make any excavation upon any part of the demised premises except required for foundation of building and for levelling and dressing the area.
- 3(b) That the Lessee will obey and make compliance of the rules of Municipal/local body or other competent authority now existing or thereafter to exist so far as they relate to immovable property or effect health, safety, convenience of the other inhabitants of the area / place.
- 3(c) If during the term of the lease, the Lessee or his workmen or servants, injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised or keep the foundation trenches or other pits on the demised land open or exposed to weather thereby causing any injury or damage to contiguous or adjacent buildings or dig any pits near the foundation of any building thereby causing any injury or damage to such building.
- The Lessee shall pay such damages thereof within three months as may be assessed by the Lessor or any other competent authority, as the case may be, whose decision as to the extent of injury or damage or the amount of damages payable thereof shall be final, conclusive and binding on the Lessee.
- 3(d) That Lessee will plant and maintain adequate number of trees on the demised premises and shall not dig/bore/drill any well/tube-well in the demise premises without prior permission of competent authority or Lessor, as the case may be.
- 3(e) That the Lessee will provide and maintain in good repairs a properly constructed approach road or path across drain to the satisfaction of the Lessor/Local Municipal Authority leading from the public road to the demised premises.
- 3(f) That the Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping house cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
- 3(g) That the Lessee will neither exercise his option of determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- 3(h) The Lessee shall abide the norms/guidelines issued either by the Lessor or any other competent authority from time to time with regard to roof run off and surface run-off Rain Water Harvesting, according to design and drawing, as may be prescribed by the Lessor or any other competent agency from time to time. The Lessee shall also ensure that pre-treatment is made for removing suspended material, oil, grease etc. before recharging the rain water in order to prevent the contamination of underground water and also ensure to make available drinking water in its premises in healthy manner.
- 3(i) The Lessee shall use energy conservation measures to the possible extent according to guidelines/policies/directions/norms of statutory body/competent authority of the Central/State Government.
- 3(j) That Lessee will permit the members, officers, subordinates of the Lessor and their employed workmen and persons at all reasonable times of the day to enter into and upon the demised premises and the building erected thereupon in order to inspect the same.
- 3(k) All allottees of industrial land who want to change product to IT/ITeS (switch over cases) or old allottees who were given land for setting up of IT/ITeS industries prior to coming into force RIICO Building Regulations-2018, may also opt to construct buildings as per the building parameters for the IT/ITeS industries provided in the said regulations.

Provided that if such allottees who have opted the building parameters for IT/ITeS provided in the Building Regulations-2018 then normally no change in product from IT/ITeS industry to other


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industry will be allowed. However, in a special case where reversal from IT/ITeS industry has to be considered then it may be allowed only if the applicant surrenders excess built up space/construction made on account of higher FAR/BAR admissible for IT/ITeS industry as per the above building parameters, to RIICO and the same shall vest with the Corporation.

4: ENVIRONMENTAL MANAGEMENT AND POLLUTION CONTROL MEASURES

- 4(a) The Lessee shall obtain all requisite clearance/consent/approval/ authorisation from the competent authority(s) such as MoEF&CC, SEIAA Rajasthan, CPCB, RSPCB, CGWA etc. for the project/ activity in the demised premise and get them renewed from time to time as prescribed by issuing authority. The Lessee shall submit copy of these clearances/consent/approvals to the Lessor within 30 days from the date of its issuance. The Lessee shall also observe and comply with the terms and conditions so imposed by aforesaid. authorities and shall also strictly adhere the guidelines/directions/orders issued from time to time in this regard.
- 4(b) That the Lessee shall strictly adhere all relevant provisions of laws in force in the country pertaining to prevention & control of pollution and protection of Environment, applicable on the project to be implemented by the Lessee on the demised premises.
- 4(c) That the Lessee shall also under obligation to comply with the directions, orders, judgements, etc. given by any court of law including National Green Tribunal or any other agency of the Central/State Government from time to time regarding prevention & control of pollution and protection of Environment, applicable on the Lessee.
- 4(d) The Lessee should take all necessary measures required for prevention, control and abatement of air pollution in order to maintain wholesomeness of natural environment.
- 4(e) The Lessee should follow all measures as notified in Graded Response Action Plan through Environment Pollution (Prevention & Control) Authority vide S.O. 118 E dated January 12, 2017 as contained in Gazette notification dated 12.01.2017.

SPV for CETP Infrastructure and Solid Waste (Hazardous and Non-Hazardous) Disposal System (SWDS)

- 4(i) The Lessee shall mandatorily become a member of SPV (Special Purpose Vehicle) created under the Companies Act 1956 or 2013, as the case may be for setting up and operation & maintenance and further up-gradation of the CETP Infrastructure and Solid Waste (Hazardous and Non-Hazardous) Disposal System (SWDS) or any other measures required for abating any type of Pollution. CETP infrastructure includes Common Effluent Treatment Plant (CETP), internal conveyance system of the industrial area/effluent conveyance system from industrial units to CETP, treated waste water re-circulation system from CETP back-to concerned industrial units, reject management system and other related equipment such as effluent measuring flow meter/ essential sensors for measurement of desired quality and quantity parameters, SCADA system etc. The Lessee shall ensure primary / pre-treatment of effluent in its premise up-to the inlet CETP standards as prescribed by RSPCB/ CPCB/ SPV before discharging the effluent into the conveyance system joining the CETP.
- 4(g) That all the Capital & Revenue expenses relating to acquisition of land for CETP, construction and operation and maintenance of CETP Infrastructure & SWDS shall be borne by the Lessee being member of the SPV in the proportion as decided by the Board of Directors of such SPV or any other competent authority in this regard.


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- 4(h) The Lessee shall abide by all the terms and conditions imposed by the concerned authorities in Environmental Clearance/ Consent to Establish / Consent to Operate/ CGWA approval obtained by RIICO for development of industrial area concerned to the extent of these applicability on the Lessee' unit.
- 4(i) That the Lessee shall not use any space in the industrial area other than designated premises for dumping of all kind of solid waste generated by his industrial unit including product waste/ash/stone cutting waste/stone slurry/ sludge/ rubbish/debris etc. and shall take all required measures including collection, segregation and recovery of recyclable material before properly disposing it in the designated site.
- Provided, if any space/site is not designated for dumping of solid waste by the Lessor, then the Lessee shall make appropriate arrangement for the same at his own level.
- Provided further, if building construction area is over and above 10,000 sqm, then the Lessee shall have to prepare a plan for complete and comprehensive system of collection of Municipal Solid waste strictly in accordance with the Solid Waste Management Rule, 2016.

Domestic Wastewater Treatment and Disposal

- 4(j) The lessee shall construct a Septic Tank/ Sewage Treatment Plant (STP) of appropriate size and design in its premise for treatment/ storage and disposal of generated domestic waste, if any. However, if building construction area is over and above 10,000 sqm, then the Lessee shall have to construct STP on the allotted land/ plot.

5: UTILIZATION OF PLOT/LAND

That the Lessee shall erect the building on the demised premises in accordance with the terms and conditions as stipulated in allotment letter and site plan of the plot and will complete construction of building and commence production activity within three years from the date of handing over the possession of the demised land/plot or within such extended period as may be allowed by the Lessor in writing at its discretion either on payment of requisite charges or otherwise. In case, possession of demised land/plot is given prior to declare the industrial area as "developed", the period of three years shall be reckoned from the date of declaration of industrial area concerned as "developed" or part thereof.

Provided, demised land/plot is allotted under the provisions of Rule 3(W) of RIICO Disposal of Land Rules, 1979 (as amended), the Lessee shall complete construction of building in accordance with terms and conditions of the allotment letter and site plan of the plot and commence production activity within 3(three) years from the date of allotment of demised land/plot or within such extended period as may be allowed by the Lessor in writing at its discretion on payment of requisite charges or otherwise, as the case may be.

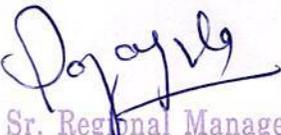
Further provided, if any change in stipulated period of 3(three) years for commencement of activity production is made by the Lessor, then amended provisions shall be applicable on the Lessee and the Lessee shall be under obligation to utilize the demised land/plot accordingly.

6: CHANGE IN PRODUCT

That the Lessee shall apply in writing for obtaining permission for any change in the sanctioned product or production capacity or process of manufacturing to the Lessor. If no communication is received by Lessee from the Lessor within a period of 60 days, request shall be deemed as accepted by the Lessor. However, Lessee proposing to set up any industrial unit under red category as notified by Pollution Control Board or setting up effluent generating unit, he shall be required to take written permission from the Lessor along with consent of Pollution Control Board before initiating any change in their manufacturing product.

Provided, demised land/plot is allotted under the provisions of Rule 3(W) of the RIICO Disposal of Land Rules, 1979, the Lessee shall mandatorily obtain permission for change of product from the Lessor in writing.

7: TIME EXTENSION


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The Lessee shall seek time extension for deposition of Premium & other dues and time extension for utilization of the plot/land beyond stipulated period from the Lessor in writing by giving valid/cogent reasons and it may be at discretion of Lessor to extend time for these purposes as per prevailing rules.

8: MORTGAGE OF LEASE HOLD RIGHTS

8(a) The Lessee may mortgage and/ or hypothecate and/or create charge and create other encumbrance on the demised land/property for the limited purpose of offering such assets as security in favour of lenders for securing repayment of loan and/or any amount payable by the Lessee to such lenders which may be any banking company or a banking institution notified by the Central Government under Section 51 of the Banking Regulation Act, 1949 or a corresponding new bank as defined under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 or public financial institutions which are notified or may be notified by the Central Government in this behalf in consultation with Reserve Bank of India or private lending agencies (hereinafter called as financial body or bodies) for any loan taken by him/it for erection of building of factory, purchase of plant & machinery and/or for avail working capital facility to run the project.

In such case, where mortgage/hypothecation and/or any other encumbrance created on the demised land/property, first charge of the Lessor shall rank second to the charge of the financing body or bodies provided financial body or bodies shall inform the Lessor for mortgaging/hypothecating/create charge on demised land/plot and keep a specific clause in their loan agreement(s) and mortgage deed(s)/hypothecation deed that breach of any of the conditions of these present (Lease Agreement) shall be treated as breach of the conditions of their loan agreement(s) and mortgage deed(s)/hypothecation deed.

Provided, that the above provision shall not be operative where land is allotted on instalment facility or entire Premium of allotted land/plot has not been paid by the Lessee and/or sheds are constructed and allotted on hire purchase basis by the State Government/Lessor. In such cases, the Lessee could create first charge or hypothecate or mortgage in favour of financing body or bodies on land /or shed, as the case may be, with the condition that the unpaid premium of the plot/ land and/or cost of shed, as the case may be, shall be remitted to the Lessor by such financing body or bodies in whose favour the charge has been created or assets have been mortgaged or hypothecated, if the Lessee(allottee) fails to make payment of the balance amount of Premium and /or the cost of shed in time as per terms and condition of allotment.

Provided further that Collateral security of the demised plots/land/property for creation of mortgage/hypothecation etc. for loan or any other purpose for himself or any other would be allowed to be created only in favour of financing body/bodies mentioned in clause 8(a) of this Lease Agreement subject to ensuring that the Lessee has cleared all the outstanding dues of the Lessor and there is a condition in respect of collateral security to be created in the sanction letter of the concerned financial body or bodies.

8(b) That the Lessee and concerned financial body or bodies will inform the Lessor the details of finance(s) raised on the security of the demised property herein mentioned in the schedule from time to time till the loan(s) is/are re-paid to the financial body or bodies.

9: TRANSFER, SUB LEASE, SUB-LETTING, SUB-DIVISION AND RELINQUISH OF RIGHTS IN THE DEMISED LAND/PLOT

The Lessee will not without the previous consent in writing of the Lessor, sub lease, sublet, relinquish, sub-divide the demised premises or the building standing thereon or both as a whole and every such transfer, assignment relinquishment, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee /assignee shall be bound by all the covenants and

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conditions herein contained and be answerable to the Lessor in all respect thereof and applicability of charges and prevailing applicable rules of the Lessor on the Lessee.

Provided that if at any time the financing body or bodies mentioned above decide(s) to take over, sell, lease or assign the mortgaged/hypothecated assets in the demised premises in exercise of any rights vesting in it/them by virtue of deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans under any other indenture/will for the time being in force, the lease or assignment will be subject to the written consent of the Lessor.

Provided further that the Lessee if relinquishes his rights in the said premises by assignments or due to his death or by operation of law or otherwise whomsoever become assigned, inherited or transferred during the term of lease hereby granted within a period of three calendar month from the date of such assignment, inheritance or transfer, deliver a notice of assignment, inheritance or transfer to the Lessor setting forth names and description of the parties to every probate or a WILL or Letter of Administration, decree, order, certificate or other document of affecting or evidencing such assignment, inheritance or transfer and document(s) as aforesaid accompanying the said notice which shall remain for 7 days at the office of the Lessor and it is hereby covenanted that failure to carry out this condition will without prejudice to the right of the Lessor to determine this Lease Agreement for breach of this covenant entail penalty of Rs. 5000/- to be paid by the Lessee. However, if the Lessee's firm is dissolved and no 'successor in interest' is there or appointed within 90 days of its dissolution, the Lessor shall be entitled to determine this Lease Agreement.

10: NUISANCE

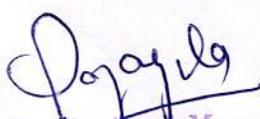
That the Lessee will not carry on or permit to be carried on, on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the purposes as aforesaid without the previous consent in writing of the Lessor and the Local Municipal Authority and subject to such terms and conditions as the Lessor/Local Municipal Authority may impose and will not do or grow to be a nuisance, damage, annoyance or inconvenience to the Lessor or Local Municipal Authority or the owner or occupiers of other premises in the neighbourhood.

11: ABIDE BY RIICO DISPOSAL OF LAND RULES, 1979

- 11(a) That the Lessee shall also abide by the terms and conditions of the Allotment Letter, RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. In case of any discrepancy in covenants of Lease Agreement of these presents and provisions of RIICO Disposal of Land Rules, 1979, rules of 1979 shall prevail over the covenants of Lease Agreement.
- 11(b) The Allotment Letter shall be part and parcel of this Lease Agreement and subsequent permission for transfer/assignment of lease hold rights shall also be part and parcel of this Lease Agreement.

12: DETERMINATION OF LEASE AND RESUMPTION OF LAND

Notwithstanding anything, herein contained if there shall have been in the opinion of the Lessor, any breach by the Lessee or by the person claiming through or under him of any of the covenants or conditions herein contained and on his part to be observed and performed and in particular without prejudice to the generality of the sub-clause, subject to exceptions or if any amount including interest due to the Lessor remaining unpaid for a period of 90 days after the same shall have been demanded by the Lessor or if the Lessee or the persons in whom the terms hereby created/vested is adjudged insolvent and if this Agreement is determined as herein before specified, it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of this Agreement to re-enter without taking recourse to a court of law upon the demised premises or any part thereof in name of whole and thereupon this demise shall absolutely CEASE and determine and the money paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the


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Lessee hereunder with interest thereon @ % per annum and the Lessee shall be at liberty to remove and appropriate to himself all buildings, erections and structures, if any made by him and all materials thereof from the demised premises after paying up all outstanding amount including interest up-to date and all municipal and other taxes, rents and assessments then due and all damages and other dues accruing to the Lessor and to remove the materials from the demised premises within thirty days of the determination of lease and in case of failure on the Lessee's part to do so, the buildings and erections standing on the demised premises and all materials thereof shall vest in the Lessor and Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor up-to that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always the right of re-entry and determination of the Lease of the put shall not be exercised by the Lessor if the Lessee remedy the breach within a period of 45 days from the date of issuance of show cause notice issued by the Lessor in accordance with RIICO Disposal of Land Rules, 1979 or if financing body or bodies remedy the breach within a period of 90(ninety) days from the date of show cause notice issued/served by the Lessor on such financing body or bodies regarding said breach or breaches.—

13: JURISDICTION OF COURT

All legal proceedings for breach of the aforesaid conditions shall be lodged in courts situated at Jaipur and not elsewhere.

14: INDEMNIFICATION

Any loss suffered by the Lessor on a fresh grant of the demised premises for breach of aforesaid conditions on the part of the Lessee or any person claiming through or under him shall be recoverable from the Lessee.

15: NOTICE

Any notice or communication required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if, served by "E-mail/Registered Acknowledgement Due Post/Authorised Courier Service/Speed Post" and signed by an Officer of the Lessor and the services shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even thought returned un-served on account of the refusal by the Lessee or otherwise howsoever.

16: SECURITY DEPOSIT

16(a) The security deposit made with the application for allotment of land shall be refunded to the Lessee after utilization of the plot for the purpose it was allotted on application made by Lessee or any other product which is permitted by the Lessor in writing subsequently.

16 (b) The security deposited by the Lessee shall stand-forfeited whenever there is a breach of any condition contained in the said Lease Agreement.

17: POWERS

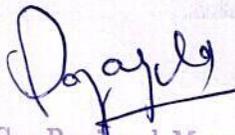
All powers exercised by the Lessor under this Lease Agreement may be exercised by the Managing Director or such other authority authorized in this behalf by the Lessor.

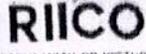
Provided that the expression Managing Director shall include the person who is entrusted by the Lessor with the functions similar to those of the Managing Director.

18: STAMP DUTY & REGISTRATION

The stamp duty and registration charges including other charges, if any in respect of the preparation and execution of the lease and its duplicate including the cost, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

In WITNESS HEREOF THE parties hereto have set their hands this day..... of the month of in the year.....


Sr. Regional Manager
RIICO LTD., JODHPUR



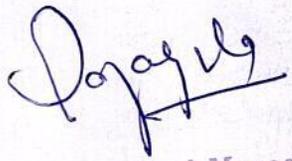
RIICO
GRAND LUDAH RAJASTHAN

For and on behalf of Lessee-

Signature:
Name :
PAN No.
AADHAR NO.
Status/Designation:

For and on behalf of Lessor-
Rajasthan State Industrial Development
and
Investment Corporation Limited

Signature:
Name :
PAN No. AABCR4695J
Designation:


Sr. Regional Manager
RIICO LTD., JODHPUR

NOTICE

28/11/2021

राजस्थान स्टेट इन्वैस्टमेंट डेवलपमेंट एण्ड
इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड
(राजस्थान सरकार का प्रतिष्ठान)
लघु उद्योग मवन औद्योगिक सम्पदा,
न्यू पीपल हाउस रोड, जोधपुर - 342003
E-mail - jodhpura@riico.co.in
दूरभाष नं 0291 - 2430901
फैक्स नं 0291 ई 2647092
सीआईएन नं यू.13100812019489एमजीबी001383
जीएसटीआईएन 08एएसीसीआन469511जोधपुरकम्प्यू
क्रमांक यू.131-1/2020-21/1033-35
दिनांक 28/10/2021

मेनेजिंग/एक्जेक्यूटिव ट्रस्टी,
जेपीएनटी,
सांगरिया, जोधपुर।

विषय :- बासनी औद्योगिक क्षेत्र प्रथम चरण में क्लोज कन्ड्यूट पाईप लाईन बिछाये जाने के संबंध में।

महोदय,

उपरोक्त विषयान्तर्गत लेख है कि औद्योगिक क्षेत्र बासनी प्रथम चरण में स्थित 7 इकाईयो कमशः मै0 लौढा टैक्सटाईल, भू0सं0 सी-63, मै0 प्रिया इन्डस्ट्रीज, भू0सं0 एफ-57, मै0 अजय प्रिन्टस, भू0सं0 एफ-72-73, मै0 कोहिनूर टैक्सटाईल, भू0 सं0 ई-17, मै0 किशोर कुमार एण्ड कम्पनी, भू0सं0- एफ-74, मै0 जगदीश टैक्सटाईल, भू0 सं0 एफ-58, मै0 एमपी फैब्रिक्स भू0सं0 एफ-71 के द्वारा अपनी टैक्सटाईल की इकाईयो से उत्सर्जित ट्रीटेट इप्लूएन्ट को सीईटीपी तक पहुंचये जाने के लिए आरसीसी की क्लोज कन्ड्यूट पाईप लाईन ट्रस्ट के द्वारा डाले जाने की मांग की गयी है। इन सभी इकाईयो के द्वारा ट्रस्ट को मासिक सेस दिया जा रहा है एवं यह सभी ट्रस्ट की मेम्बर इकाईयां है।

अतः आपसे निवेदन है कि वर्तमान सीईटीपी के अपग्रेडेशन तथ बासनी द्वितीय चरण में क्षमता को बढ़ाने के लिए नयी क्लोज कन्ड्यूट पाईप लाईन बिछाने के प्रोजेक्ट में इन इकाईयो की उपयुक्त क्षमता की नवीन क्लोज कन्ड्यूट पाईप लाईन के कार्य/लागत को शामिल करने का कष्ट करे ताकि यह इकाईयां लाभान्वित हो सके। इनके द्वारा दिये गये प्रतिवेदन की प्रति सुलभ सदर्थ हेतु संलग्न है।

धन्यवाद,

भवदीय,

28/11/21

वरिष्ठ क्षेत्रीय प्रबन्धक

प्रतिलिपि :-

1. क्षेत्रीय अधिकारी, प्रदूषण विभाग बासनी प्रथम चरण को सूचनार्थ प्रेषित।
2. समस्त संबंधित इकाईया, एफ-57, बासनी प्रथम चरण, जोधपुर।

28/11/21
वरिष्ठ क्षेत्रीय प्रबन्धक

Rajasthan State Industrial development
& Investment Corporation Limited
(A Rajasthan Government Undertaking)
Mini Udyog Bhawan, Industrial Estate,
New Power House Road, Jodhpur-342003

E-mail : jodhpur@riico.co.in

Phone No : 0291 - 2430901

Fax No. : 0291 - 2647092

No. : U.(15)-1/2020-21/2836*

Date : 13/11/2021

Sh. G.K. Garg,
Jodhpur Pradushan Niwaran Trust,
Managing Trustee, JPNT (CETP Trust),
CETP Sangaria Industrial Area, Jodhpur.

Subject: - Regarding test reports of sample of water collected from Jojari river.

Dear Sir,

Please find enclosed herewith, the letter of S.E., Water Resource Department Jodhpur regarding testing reports of sample of water collected from Jojari river and entering from wastes/treated industrial effluents discharged from the CETP, located at Jodhpur.

It has been directed by Water Resource Department Jaipur that as per the test reports, the quality of water in Jojari river is not suitable for irrigation purpose, therefore it is to be ensured that waste water (effluent) generated from industries and entering in Jojari River after treatment through conduit pipe line of JPNT and also through over flow of JPNT main holes by drains needs to be stopped to comply the direction of NGT.

You are therefore requested to strictly monitor that spillage/overflow of chambers of main holes of close conduit pipe line should not occur and in no case, it should be allowed to enter into RIICO drains. Further you are also requested to monitor the quality of effluents being discharged in disposal drains after treatment in CETP and also to ensure the compliance of Hon'ble NGT directions.

Thanking you,

Yours faithfully

[Signature]
13/11/21
o/c Sr. Regional Manager

Enclosed : As above.

Copy to:

1. GM (EM), EM Cell, RIICO Ltd, Jaipur for kind information
2. RO, RSPCB Plot no. SPL-2, Industrial Area Basni Phase Ist, Jodhpur.

[Signature]
13/11/21
o/c Sr. Regional Manager

[Signature]
Sr. Regional Manager
RIICO LTD., JODHPUR

Rajasthan State Industrial development
& Investment Corporation Limited
(A Rajasthan Government Undertaking)
Mini Udyog Bhawan, Industrial Estate,
New Power House Road, Jodhpur-342003

E-mail : Jodhpur@rilco.co.in

Phone No : 0291 - 2430901

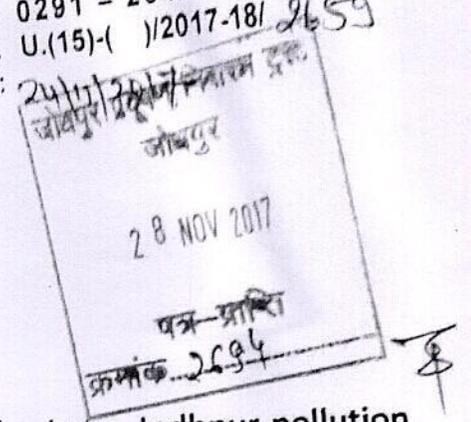
Fax No. : 0291 - 2647092

No. : U.(15)-()/2017-18/ 2659

Date : 24/11/2017

REGD. A.D.
(Provisional Allotment Letter)

Managing Trustee
M/s Jodhpur pollution Control and Research Foundation,
C/o JPNT, Plot No SP-1, Sangaria Ind. Area (Ph.II),
Jodhpur.



Sub : Provisional Allotment of 25 Bigha land on sub lease basis to **Jodhpur pollution Control and Research Foundation (JPCRF)** for establishment of New CETP with capacity of 25 MLD on ZLD technique at Salawas, Jodhpur.

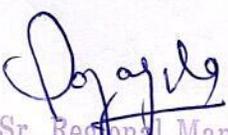
Ref : Minutes of Monitoring Committee recommendation dated 29-06-2016.

Dear Sir,

Kindly refer to your letter dated 11-03-2016 and subsequent letter dated 16-04-16 and dt. 23.03.17 vide which you have made a request for allotment of 25 Bigha i.e. 40469.00 sqm. land for establishment of new CETP at Salawas based on directions given by Hon'ble National Green Tribunal. Further, in the meeting of Monitoring Committee constituted for CETP under Chairmanship of District, Jodhpur, held on 29-06-2016, after due deliberations, it was decided by the Committee that land measuring 25 Bigha at Salawas for establishment of New CETP should be allotted to Trust / SPV and on which Jodhpur Pradushan Niwaran Trust requested vide letter dt 23.03.2017 that trust has initiated formation of SPV named as **Jodhpur pollution Control and Research Foundation (hereinafter referred as 'JPCRF')** and JPCRF shall take up action for establishment of New CETP at Salawas. It was also decided by the said Committee that Working Committee of **JPCRF** shall act to invite and provide membership to remaining industrial units in the area which have been discharging effluent.

By considering the above, the Management of Corporation is pleased to offer you provisional allotment of 25 Bigha i.e. 40469.00 sqm situated at Salawas, Jodhpur on Sub-lease basis to Jodhpur Pollution Control and Research Foundation (**JPCRF**) for establishment of new CETP of 25 MLD capacity on '**Zero Liquid Discharge**' technique on following terms and Conditions:

1. That since the aforesaid 25 Bigha land has been allotted by Jodhpur Development Authority (JoDA) vide allotment Letter No. F46/allot south/2014/75-80 dated 12-02-2015 to the Corporation on non-transferable basis for the period of 99 years on lease basis, only for establishment of new


Sr. Regional Manager
RIICO LTD., JODHPUR

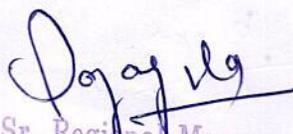
CETP, Hence the land is being given on "SUB LEASE BASIS" for establishment of new CETP only, however, the title of land shall remain with RIICO.

- 2- Allotment of land will be made at a token premium amount Rs 1/- only, irrespective of type of Industries for making Industrial areas environment friendly.
- 3- Initially this allotment is on provisional basis and shall be valid for two years. Final allotment shall be made subject to submission of Detailed Project Report (DPR), 'Environment Clearance' and 'Consent to Establish' issued by competent authority/department.
- 4- The period of Sub-lease shall be 31 years initially however, subject to condition that it will be renewed for further as mutually decided by RIICO and Jodhpur Pollution Control and Research Foundation and it has to be executed within 30 days from the date of final allotment letter.
- 5- No annual service charges will be levied upon the Allottee Jodhpur pollution Control and Research Foundation by the Corporation. However, Economic Rent shall be paid by Jodhpur Pollution Control and Research Foundation as per rules and any other charges as per applicability of GST laws.
- 6- Jodhpur Pollution Control and Research Foundation shall pay other Taxes/Duties/Cess/water charges/electricity charges etc. as applicable / imposed from time to time by corporation or other statutory bodies. RIICO shall not be liable to make payment of such amount in any manner.
- 7- Jodhpur pollution Control and Research Foundation and its member industries shall be abide by all the orders / directions pronounced by various courts /NGT / tribunals and also abide by the Acts / Rules / Regulations of NGT / tribunals / Supreme Court and also abide all the Acts/Rules/Regulations/Guidelines/ Orders of state / central Government / MoEF /CPCB /RSPCB /CGWA / and all other statutory agencies.
- 8- No change of land use of the allotted land shall be permitted and the land will be used by Jodhpur Pollution Control and Research Foundation exclusively for the purpose of setting up the CETP.
- 9- No change in shareholding of the Jodhpur Pollution Control and Research Foundation will be permitted without prior permission of the Corporation.
- 10- Jodhpur Pollution Control and Research Foundation will have to complete the construction and operation of CETP within three years from date of land allotment letter/lease deed of land to RIICO by the Local Authority (JoDA). However, if time extension is required beyond this period due to any reason, then it will be allowed with prior permission of the Local Authority concerned, subject to consent of RIICO.
- 11- Sub-Lessee (Jodhpur pollution Control and Research Foundation) shall obtain all requisite clearances /consents / authorization like EC, CTE, CTO from competent authority, at its own level.

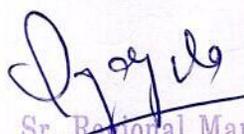
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Sr. Regional Manager
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- 12-Sub-Lessee (Jodhpur pollution Control and Research Foundation) and Member Industries shall strictly follow the Guidelines issued by RSPCB for O&M agency for operation and maintenance of CETPs, for SPV and for the member units connected with the CETPs.
- 13-Sub-Lessee (Jodhpur Pollution Control and Research Foundation) shall obtain all requisite clearances/ consents/ authorization like EC, CTE, CTO etc from competent authority.
- 14-Sub-Lessee (Jodhpur pollution Control and Research Foundation) shall comply all directions given by Hon'ble National Green Tribunal in the matter of OA No. 358/2013 titled as M/s Laxmi Suiting v/s State & Ors. O.A. No. 448/2013 titled as U.R. Beniwal v/s State and all other connected matters pending before Hon'ble National Green Tribunal or any other competent Court of Law to be instituted in future with regard to pollution issues in Jodhpur and its vicinity.
- 15-Sub-Lessee and its member industries shall also abide by the provisions of Environment Protection Act 1986, Water Act 1974 and all others relevant Acts/Rules/ Regulations and Orders etc. issued by MOEF, CPCB, RSPCB from time to time.
- 16-Sub-Lessee shall be fully responsible for setting up / Development of new CETP, infrastructure of required capacity. CETP infrastructure includes Internal Conveyance system from industrial units to propose CETP for carrying out treated water untreated waste water, Zero liquid discharge (ZLD) based 25 MLD capacity CETP and recirculation system for supplying treated water back to industries.
- 17-Sub-Lessee shall be fully responsible for operation & maintenance and up-gradation of CETP infrastructure as per prescribed standard by CPCB/RSPCB and the Corporation shall not responsible in any manner whatsoever.
- 18-Sub-Lessee shall collect funds from its member units required for setting up, up-gradation of CETP & its infrastructure. Obtaining financial grants/subsidies from GOI or State shall also be the sole responsibility of Sub-Lessee.
- 19-Sub-Lessee shall collect cess/fee/charges as the case may be, from its member units for operation and maintenance of proposed CETP and the Corporation shall not give any contribution towards the same.
- 20-Sub-Lessee shall be fully responsible for maintaining quality standards for treating waste water and it should be ensured at the level of Sub-Lessee that CETP should be operated to treat waste water up-to 'Zero Liquid Discharge' standards and effluent shall be treated up to re-use level.
- 21-Sub-Lessee Shall make all possible efforts to use such recycled water by its member industries to minimize the requirement of fresh water.
- 22-Sub-Lessee shall decide inlet quality standards of CETP (like Ph, TSS, Heavy metals etc) with consent of RSPCB and also monitor member industries to follow inlet quality standards.

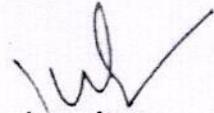

 Sr. Regional Manager
 RIICO LTD., JODHPUR

- 23-Sub-Lessee shall monitor the quantity of effluent to be discharged into conveyance system by its member industries and it shall be ensured that allocation of discharge shall never be exceeded from the capacity of CETP.
- 24-Hazardous waste produce from CETP shall also be disposed off by Sub-Lessee as per norms/guidelines prescribed by MoEF / CPCB / RSPCB.
- 25-Hazardous waste which would have produced during pre-primary treatment at industry level should also be disposed off either at the level of concerned member unit or at the level of Sub-Lessee with object to meet out inlet quality standards of CETP. This hazardous waste shall also disposed-off either by industries or by JPNT/SPV.
- 26-The Sub-Lessee (Jodhpur Pollution Control and Research Foundation) shall form a "Working Committee" for establishment / operation / maintenance of CETP and three directors as may be nominated by Marwar Pradushan Niwaran Company Ltd. shall be member of such working committee. These nominated Directors will be included in the 'Board of Directors' as and when company is formed in accordance with decision taken by the Monitoring Committee in this meeting held on 29-09-2016.
- 27-The working Committee of Sub-Lessee (Jodhpur pollution Control and Research Foundation) shall invite and allow membership to only those industrial units which are established in RIICO Industrial areas at RIICO allotted plots.
- 28-Sub-Lessee shall submit DPR inclusive financial model (Capex and Opex) for establishment of proposed CETP of 25 MLD capacity with Zero Liquid Discharge (ZLD) treatment capacity or as may be prescribed by RSPCB from time to time.
- 29-Sub-Lessee shall submit its strategic plan to be adopted for raising of capex and opex funds from its member units for successful setting-up the proposed CETP and operation and maintenance thereof including provision for buffer funds, penalty clause and its execution through RSPCB in case of default by member unit etc.
- 30-RIICO will not be responsible, if any condition of Sub-lease is violated/breached by the Sub-Lessee or its member units.
- 31-In case of any internal dispute of the Sub-Lessee related to CETP or its operation and maintenance, RIICO shall not be responsible for such disputes and not be liable for any damages/losses if arises due to such disputes.
- 32-An undertaking shall be furnished by authorized person on behalf of Sub-Lessee (Jodhpur pollution Control and Research Foundation) to the effect that they shall abide by the terms and conditions of Sub-lease and also liable for all type of expenses towards operational and maintenance activities of solid waste dumping site yard.
- 33-In the case of any dispute between RIICO and Sub-Lessee or its member units, the decision of RIICO shall be final and binding.
- 34-The Sub-Lessee shall bound to make functional the site within the stipulated time failing which, RIICO will be free to revoke the Sub-lease and will take possession.

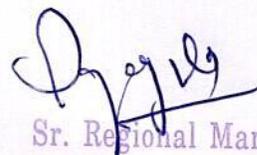

 Sr. Regional Manager
 RIICO LTD., JODHPUR

- In such circumstances, no amount shall be paid by RIICO towards cost and damages to Sub-Lessee.
- 35-RIICO will be free to take over the possession of such land, in case any unauthorized activity is found to be performed and/or term of Sub-lease is expired.
- 36-Sub-Lessee shall ensure that after development of CETP, no industrial wastes water/Industrial sewage should be discharged outside the closed conveyance system. If such activity is observed, the Sub-Lessee shall take measures to stop such tendency and shall be responsible for taking action against such entrepreneurs.
- 37-Sub-Lessee shall execute the Sub-lease deed within 90 days after issuing allotment letter. The expenses for registration and stamp duty shall be borne by Sub-Lessee exclusively.
- 38-The Sub-Lessee shall indemnify RIICO against all liabilities and claims which would be arose on account if any default made during term of the Sub-lease.
- 39-Final allotment letter will be issued only after receiving consent from your side.
- 40- This provisional allotment shall be cancelled if you will not abide by the terms and conditions of this allotment as per RIICO Disposal of land Rules 1979.

Yours Faithfully,



Sr. Regional Manager



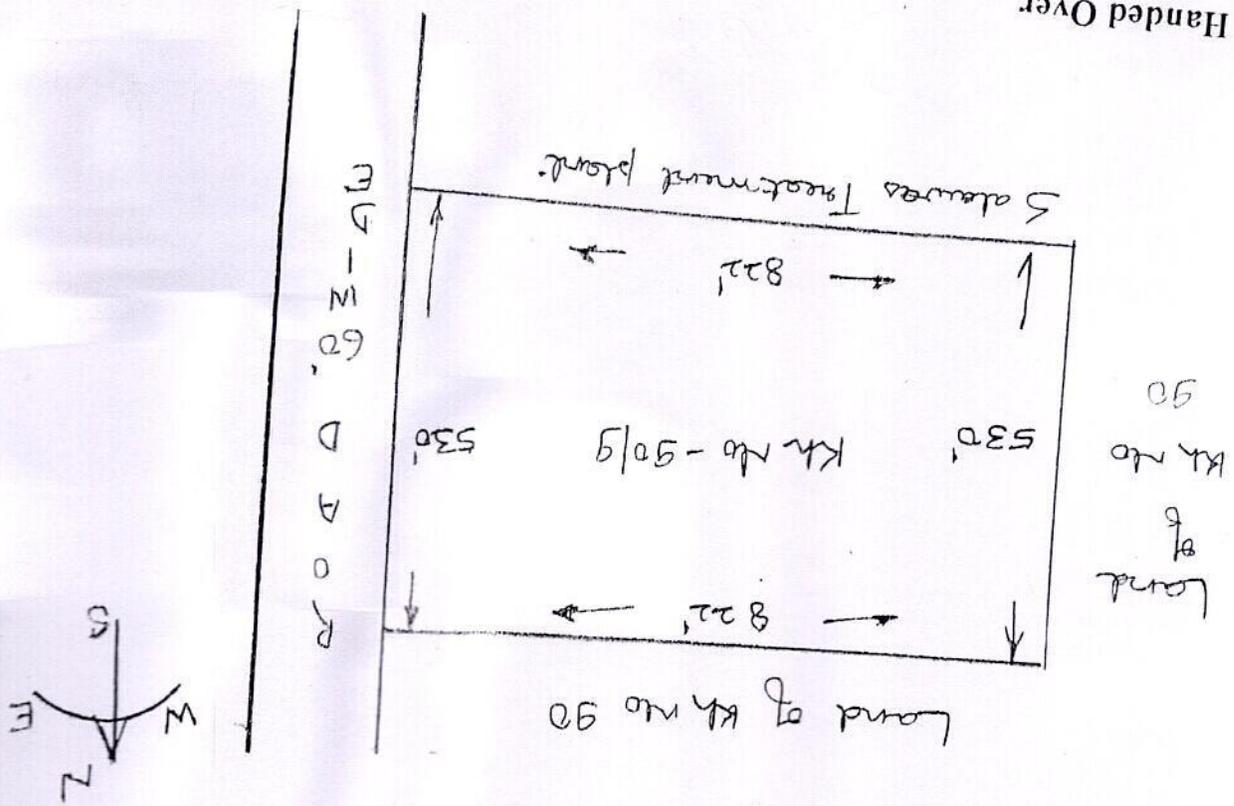
**Sr. Regional Manager
RIICO LTD., JODHPUR**



OFFICE OF THE SR. REGIONAL MANAGER, RICO LIMITED, JODHPUR

Physical Possession Letter

We have handed over / taken over physical possession of the land allotted for Establishment of New CETP at khasra No. 90/9, Village - Salawas, Teh. - Luni, area measuring 25.00 Bigha i.e. 40469.00 Sqm, on dt. 25.01.2018 to our satisfaction subjected to conditions vide Provisional allotment letter No. 2667 dt 24.11.2017 at site as per the following measurements shown below :-



Handed Over
On Behalf on RICO Ltd.

Signature
(D. K. Jha)
25/01/2018
A.R.M.
RICO, Jodhpur

Signature
For M/S Jodhpur Pollution Control and Research Foundation (JPCRPF)
Taken Over

Signature
(Dr. G.C. Kothari)
Directors/ Authorized Signatory
Jodhpur Pollution Control and Research Foundation (JPCRPF)
Jasraj Bothra

Signature
Sr. Regional Manager
RICO LTD., JODHPUR



Rajasthan State Industrial Development & Investment Corporation Ltd.
 (A Rajasthan Government Undertaking)
 Industrial Area, Boranada, Boranada
 Tel/Fax: (0231) 281410 (O) 2433216 (R)
 CIN No.: U13100RJ1969SGC001263
 GSTIN: 08AABCR4695J1ZW
 Email: boranada@riico.co.in

Work Order

Parul Construcation Company, Plot No 4 Flat No 601 Balaji Tower,
 6Th Floor Aiport Plaza, Durgapura, Jaipur 302018,

No. U(40)/2021-2022/10452

UBN No.

Date : 21-Oct-2021

Subject: Survey & Demarcation and Construction of Road & Cross Drainage works at Industrial Area Kakani, Jodhpur.

Ref: Tender dated 05-Aug-2021

Dear Sir,

With reference to your Tender dated 05-Aug-2021 is hereby accepted on rates & mentioned hereunder with total amounting to Rs. **RS. 340,878,669.24** (In words Thirty Four Crore Eight Lakh Seventy Eight Thousand Six Hundred Sixty Nine Rupees Twenty Four Paisa Only) without any condition.

| S.No. | Particular | Qty./G-Schedule | Unit | Rate | Amount |
|-------|---|-----------------|-------|------------------|-----------------------|
| 1 | BOQ1 (BUILDING WORKS BSR 2019) | 7,848,618.05 | | 30.87 % Below | 5,425,749.66 |
| 2 | BOQ2 (BUILDING WORKS BSR 2019,BUILDING WORKS BSR 2013,ELECTRICAL BSR 2013) | 6,224,936.58 | | 30.87 % Below | 4,303,298.66 |
| 3 | BOQ4 (ROAD WORKS BSR 2016,ROAD WORKS BSR 2019,BUILDING WORKS BSR 2019) | 390,893,029.35 | | 30.87 % Below | 270,224,351.19 |
| 4 | BOQ5 (BUILDING WORKS BSR 2019,NH BSR 2019) | 65,257,154.00 | | 43.87 % Below | 36,628,840.54 |
| 5 | BOQ6 (BUILDING WORKS BSR 2019,ROAD WORKS BSR 2019) | 32,867,682.90 | | 30.87 % Below | 22,721,429.19 |
| 6 | 1. Surveying of Industrial Area Kakani using DGPS and total staitaion including providing the complete contour map showing topograpgy of land, detailed of existing features, like structures, electric poles, telephone poles, trees, compound wall, building,HT line, Gas pipe line and preparation of land plan etc, complete.2.Prepration of L-section and cross section of Roads including calculation of earth work complete.3.Pin Point marking of all industrial plots , commercial plots, open spaces, services or any other type of plots shown in lay out plan for construction of demarcation pillars including Preparation of Block plan as shown in law out plan.4. The agency will provide the five sets of contour survey, L-section, X-section, , Block plan, earth work calculation sheets etc in hard copy and as well as soft as per direction of Engineer In charge. | 425 | Hact. | 3,000.00 | 1,275,000.00 |
| 7 | Maintenance of lawn by contractor including preparation of soil, cleaning and removing of unwanted sherbs, removal of stones and garbages, watering, howing, weeding, etc., and application insecticide and fertilizer along with complete security of lawn. If the lawn dies during maintenance, contractor has to replace the same at the earliest at his own cost. | 60 | Month | 5,000.00 | 300,000.00 |
| | | | | Total | 340,878,669.24 |

[Signature]
 Sr. Regional Manager
 RIICO LTD., JODHPUR

The stipulated dates of commencement & completion shall be **10-Nov-2021 & 10-May-2023** respectively. The work is executed as per enclosed "G"/"H" schedule and the directions of Engineer Incharge. You are requested to execute the Contract Agreement on non-judicial stamp worth 511318 within 7 days from the date of issue work order. You are also advised to contact the concerned Engineer Incharge for layout and start the work, failing which it shall be deemed that you have defaulted and the earnest money deposited by you shall be forfeited without any notice.

An additional performance guarantee amounting to 37787212 (50% of tender premium more than 10% below on BSR of work order amount) should be deposited before stipulated date of commencement.

You have to maintain the prorata progress of the work as follows & special attention be also given on quality of work. If the work is not completed within scheduled time period, L.D. will be levied as per Corporation rules.

| Mile Stone | Period(cumulative from the date of commencement as per W.O.) | Min cumulative Fin. Progress |
|------------|--|------------------------------|
| 1st | 1/4 of the time schedule i.e. up to 26-Mar-2022 | 42609833.66 |
| 2nd | 1/2 of the time schedule i.e. up to 10-Aug-2022 | 127829500.96 |
| 3rd | 3/4 of the time schedule i.e. up to 25-Dec-2022 | 255659001.93 |
| 4th | Within the schedule period dated 10-May-2023 | 340878669.24 |

Also you have to submit the copy of PAN card, which is mandatory, STP from mining department and VAT Exemption Certificate from Sales Tax Department. Service tax, etc will be deducted as per rules. No any extra/excess work will be executed against this order without the approval of competent authority.

Thanking you,
Yours faithfully,

Unit Head

Copy To:-

1. GM (Civil), RIICO Ltd., Udyog Bhawan, Tilak Marg, Jaipur.
2. Regional Manager, RIICO Ltd., BORANADA. RM (JHA), RM (RKA) & RM (AKJ) with a direction to get the execution of work in a regular contact with contractor and submit progress report daily to undersigned looking to the implication & urgency of the work.
3. Mining Engineer, Jodhpur for issue STP for this work.
4. Secretary, Boranada Industries Association/ Boranada Udyog Sangh, Boranada.
5. Secretary, Industries Association .

Unit Head
Boranada



Sr. Regional Manager
RIICO LTD., JODHPUR