

Draft Land Lease Agreement for
Grid Connected
Solar Photo Voltaic Projects
In
Raghanesda Ultra Mega Solar Park
(700MW)
in
Gujarat

ISSUED BY

Gujarat Power Corporation Limited
Block No. 6/8, Sixth floor, Udyog Bhavan, Sector-11, Gandhinagar, Gujarat – 382011

Land Lease Agreement

By And Between

Gujarat Power Corporation Limited

And

----- (Name of the Solar Project Developer)

This Land Lease Agreement is executed on this the ----- day of ----- 2018 at Gandhinagar.

Between

M/s Gujarat Power Corporation Limited, a company incorporated under the Companies Act, 2013 having its registered office **Block No. 6/8, Sixth floor, Udyog Bhavan, Sector-11, Gandhinagar, Gujarat – 382011**, (CIN NO.) India, (herein after referred to as ‘**Lessor**’), which expression shall unless repugnant to the context or meaning thereof, includes its successors-in-office, administrators and permitted assignees of the First Part

AND

_____, a Company registered under the provisions of the Companies Act, 1956 or 2013 and having its registered office at _____(CIN NO)__ (hereinafter referred as “**Lessee**”) which expression shall unless be repugnant to the context or meaning thereof includes its successors-in-office, administrators and permitted assignees of the Other Part

GPCL and Lessee are hereinafter referred to individually as the “**Party**” and collectively as “**Parties**”.

RECITALS

- a. Whereas, Gujarat Power Corporation Limited (**GPCL**) was incorporated in the year _____under the Companies Act, 1956 with an objective to plan, develop and operate solar parks in the State of Gujarat to promote clean and renewable energy source i.e. Solar Power Generation .
- b. Whereas, GPCL has been designated as Solar Power Park Developer (SPPD) for facilitation and implementation of the Raghnesda Ultra Mega Solar Park (700 MW) to be developed at Raghnesda Village of Banskantha District of Gujarat under National Solar Mission, by MNRE vide its guidelines for Development of Solar Parks issued in June 2015. As part of its functions, GPCL facilitates setting up of power projects by public/private developers in the State of Gujarat . “**GPCL**” hereinafter referred to as the “**Lessor**”.
- c. Whereas ----- (Name of **Lessee**), a Solar Power Developer has been selected through competitive bidding vide Lr. No. ----- to develop a ----- MW Solar Power Project at Raghnesda Ultra Mega Solar Park (700 MW) and requested for allotment of land vide Lr. No. ----- dated ----- on plot no. _____
- d. Whereas, **Lessor**, as part of Solar Park development, will identify and acquire land required and allot land to the private Developers as per MNRE guidelines at the rate of 2 Hectares per MW (5 acres per MW) for setting up solar power projects on lease basis for a period of 25 years. **Lessor** will also develop common infrastructure in the Solar Park like Internal Transmission System, Water Supply, Road Connectivity,

Drainage System, Cable Support Structures, Fire and Weather Stations, Street Lighting.

- e. Whereas, for the purpose of setting up Raghnesda Ultra Mega Solar Park (700 MW), **Lessor** has been allotted all pieces and parcels of land bearing Survey Nos. etc. of Raghnesda Village of Vav Taluka Banaskantha District -. **Lessor** as such has absolutely seized, possessed and is sufficiently entitled to the Land;
- f. Whereas, **Lessor** has allotted the land to the **Lessees** who are selected through the bidding process conducted by **GUVNL** through **RfS No. GUVNL / 700 MW / Solar (Phase III) dated 28.09.2018 for Raghnesda Ultra Mega Solar Park (700 MW) in Gujarat**". The land allotted to the **Lessee** is described in Schedule written hereunder (hereinafter referred to as the "Land").
- g. **Lessor** and **Lessee** wish to enter into this Land Lease Agreement for the lease of the land for use by **Lessee** to build and operate a ----- MW Solar Power Project and related activities pursuant to the Power Purchase Agreement ("PPA") between **GUVNL** and the **Lessee**----- (Company) dated -----.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the Parties hereby agree as follows:

1) **Extent of Land:**

Lessor hereby agrees to lease ----- Acres (approx) of land described in the Schedule to the **Lessee** for implementation of MWp SPV Power Project at Raghnesda Ultra Mega Solar Park (700 MW), in Banaskantha District of State of Gujarat

2) **Lease Period**

This Land Lease Agreement shall be for useful life of the plant i.e. 25 years from the date of commercial operation of the project with provision for further extension on terms and conditions mutually agreed upon by both the parties in writing. In case of termination of existing PPA and/ or Implementation & Support Agreement due to any reason thereof, this Agreement stands terminated automatically.

3) **Handing over of Land**

Lessor on execution of the agreement will deliver vacant possession of above mentioned land free from all encumbrances to the **Lessee** within 15 days from the date of signing of the agreement or signing of Implementation and Support Agreement whichever is later.

4) **Payment Terms & Conditions:**

4.1 The **Lessee** shall pay Annual Lease Rent of Rs.10000 (Rupees ten thousand only) per Ha (@ 5 acres per MW is allotted to Lessee and annual lease rent is calculated considering 2 Ha acres per MW irrespective of actual utilisation of land) to **Lessor** for the land physically handed over to Lessee's possession free of any encumbrances, for implementation of MWp SPV based Power Project at Raghnesda Ultra Mega Solar Park (700 MW), in Banaskantha District of State of Gujarat

4.2 Annual lease rent for the first financial year shall be payable on prorata basis on or before signing of this agreement. For subsequent period, lease rent shall be payable on or before 30th April at the beginning of each financial year. Service tax and all other taxes, duties, cess and other Government levies applicable on such transaction shall be reimbursed to the SPPD by the SPD within 7 days from the date of issue of bill by SPPD.

4.3 **Taxes & Duties**

Lessee shall be responsible for payment of all Taxes, cess, & Duties etc arising from Lessee's operation of the power plant.

4.4 **Penalty for Delayed Payment**

If payment of annual lease rent or any other supplementary bill in respect of tax etc is delayed beyond their due date, Lessee shall pay interest at the rate of 18% per annum for the delayed period. If the payment is delayed beyond 30 days from the due date of payment, **Lessor** shall present the LC, established by Lessee as per the Clause 5.0, in the Bank to draw the amount.

5) **(Not used)**

6) **Right to regulate the common facilities**

In the event LC is not reinstated within 7 days from the date of its expiry, **Lessor** shall have the right to regulate the common facilities offered to the Lessee by giving one month advance notice in writing, notwithstanding the rights accrued under the Land Lease Agreement.

7) **Terms & Conditions of Lease**

7.1 That the **Lessor** shall handover vacant possession of the Scheduled Property to the **Lessee** situated at Raghnesda Village of Banaskantha District, Gujarat.

7.2 That the **Lessee** shall acknowledge and confirm that it has been handed over unrestricted, absolute, vacant and peaceful physical possession of the Scheduled Property, on an exclusive basis by the **Lessor**.

- 7.3 That the **Lessee** shall use the Scheduled Property for Solar power project only and shall not use or sub-lease this lease except for the said purpose mentioned under this Land Lease Agreement.
- 7.4 That the **Lessee** shall not use or allow to be used the land/or the structure thereon or any part thereof for any purpose other than Solar power generation or activities connected or incidental thereto.
- 7.5 That the **Lessee** shall provide the required fire-fighting and emergency arrangements as per the requirements of such power plants/facilities/buildings.
- 7.6 That the **Lessee** shall ensure that the usage of land/or the structure thereon or any part thereof and any alterations/additions to buildings/structures will not create problems to neighbouring solar power plants.
- 7.7 That the **Lessee** shall comply with all the statutory requirements of Central/State Govt. agencies required for erection and successful commercial operation of the solar power project.
- 7.8 That the **Lessee** shall be entitled to use the Scheduled property for establishment of --- MWp Capacity Solar Power Project and carry on the activity of electricity generation from such Solar Power Project. The **Lessee** shall have the sole and exclusive ownership to anything installed (movable or fixed) on the Scheduled Property during the tenure of the lease).
- 7.9 That the **Lessee** hereby agrees that they shall not do any act, which is destructive or permanently injurious to the Scheduled Property and degrades its commercial value.
- 7.10 That the **Lessee** agree to maintain the said Scheduled Property in a clean and sanitary condition to the satisfaction of the **Lessor** and shall also maintain the structures, if any, erected thereon as aforesaid, in good, and substantial repair to the satisfaction of **Lessor**.
- 7.11 That the Lessee shall permit the authorised officials of **Lessor** at all times to enter upon the scheduled Property aforesaid to view the condition and state thereof.
- 7.12 That the **Lessor** reserves to themselves the right to all trees and their branches and roots which exist at the time of lease as well as those which may grow subsequently on the lands leased and the **Lessor** shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land in question, be entitled to cut or remove them or cause them to be cut or removed. However, such activities shall be carried out by the authorized officials of the **Lessor** without affecting the work/project and other interests of the **Lessee**.

7.13 That the **Lessee** may uproot, cut down or destroy such trees, plants, groves, or bushes which, in the opinion of the Lessor, is necessary to uproot, cut down or destroy to make the land fit for the purpose of erection of Solar power project and infrastructure development such as road for same and may take them free of charges and dispose of them in any manner he likes. The **Lessee** may level the ground by removing embanked pathways and filling up low-lying places on the land so as to make the ground fit for the purpose of establishment of solar power project and infrastructure development such as road for same and cut the grass thereon and dispose of the same in manner he likes and do any work on the land which, in the opinion of the **Lessor**, is necessary for such purposes.

7.14 That the **Lessee** shall follow the instructions given by the competent authority/ Revenue Department/ **Lessor** from time to time.

8) **Mortgage**

For the purpose of constructing the Plant on the Demised Premises, if the **Lessee** intends to obtain loan from a bank or other financial institutions by mortgaging their lease hold interest in the Demised Premises in favour of such bank or institution, prior permission of **Lessor** shall be obtained. However such mortgage shall not affect the rights and powers of **Lessor** under this Agreement.

9) The Lease period of 25 years as provided herein may be extended for such number of years on such terms and conditions as may be mutually agreed between the Lessor and Lessee and as per the applicable guidelines of the Government of Gujarat

10) At the end of the project life and the lease period or extended lease period as the case may be, and at the time of handing over of the land to the **Lessor**, the Lessee must be entitled to dismantle the project with a compliance to relevant act/law and retain for itself the salvage value thereof.

11) At the end of Project life or interim termination of project, Lessee must vacate the land and give possession of land free from all environmental harmful pollutant.

12) **Termination**

Provided always that, if there be any breach of any of the terms and conditions and covenants herein contained on the part of the Lessee, **Lessor** shall have the right to re-enter in to the possession of the demised land or any part thereof. Provided that **Lessor** shall not exercise such right without serving the **Lessee** a notice in writing giving three months time to remedy the breach.

13) In the event of termination of the **Lease**, **Lessee** shall, within sixty (60) business days following the termination date, remove all property and fixtures belonging to Lessee from the Site. If the Lessee fails to remove the fixtures or buildings etc even after the

notice by **Lessor** to do so, such buildings, structures etc shall vest with the Lessor and liable to be removed at the risk & cost of Lessee.

14) Dispute Resolution

13.1 Amicable Settlement

- i. Either party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this agreement (“Dispute”) by giving a written notice (Dispute notice) to the other party , which shall contain:
 - (a) a description of the Dispute
 - (b) the grounds for such dispute; and
 - (c) all written material in support of its claim.
- ii. The other party shall, within thirty (30) days of issue of Dispute notice under article (i), furnish:
 - (a) counter –claim and defence , if any regarding the Dispute; and
 - (b) all written material in support of its defences and counter-claim.
- iii. Within thirty (30) days of issue of Dispute notice by any party pursuant to Article 13.1(i) if other party does not furnish an counter claim or defence under article 13.1(ii) or thirty (30) days from the date of furnishing counter claims or defence by the other party, both the parties to the dispute shall meet to such dispute amicably. If the parties fail to resolve the Dispute amicably within (30) days from the later dates mentioned in 13.2.1(iii), the dispute shall be referred for dispute resolution in accordance with Article 13.2

13.2 Dispute resolution by the Appropriate Commission

In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, the same shall be referred to the appropriate commission, such Dispute shall be submitted to adjudication of the State commission.

13.3 Dispute resolution through Sole Arbitrator

If any dispute, controversy or claim relating to or arising under this Agreement, and not covered in Article 13.2, such Dispute shall be referred to the Sole Arbitrator i.e., Secretary to Government of Gujarat, Energy Department, Gujarat and the award passed shall be binding on both the parties. The place of Arbitration shall be the capital city of Gujarat at the time of dispute.

13.4 Dispute resolution by the Court of Law

Any legal proceedings in respect of any matters, claims or disputes under this agreement shall be under the jurisdiction of appropriate courts situated in the state of Gujarat

15) Notice

All notices, consents and approvals to be given under this Agreement shall be in writing and signed by authorised signatories of the parties, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/facsimile/speed post of Department of Posts/ email to competent authority with an acknowledgement due to the other parties to the last known place of business.

16) Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of India.

17) Assignment

This agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any party other than by mutual consent between the Parties to be evidenced in writing.

18) Amendments

Neither this Agreement nor any term, covenant, condition or other provisions hereof may be waived, amended, varied, modified, supplemented, discharged or terminated except by an instrument in writing, signed by a duly authorized officer on behalf of each of the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Land Lease Agreement as on the date written first herein above by the undersigned.

SIGNED AND DELIVERED

SIGNED AND DELIVERED

By the "Lessor"

By the "Lessee"

Name:

Name:

Authorized Signatory

Authorized Signatory

Signed

In the presence of:

1.

2.

//SCHEDULE OF LAND//

Sl.No.	District	Taluka	Village	Survey No. & Plot No.	Extent (Acres)
1.	Banaskantha	Vav	Raghanesda		
Total Extent (Acres)					