

**LAND USE PERMISSION AGREEMENT**

**FOR**

**DEVELOPMENT OF THE [●] SOLAR POWER [PROJECT or PARK]**

**TO BE SET UP AT [●] DISTRICT IN THE STATE OF MADHYA PRADESH**

**BETWEEN**

**COMMISSIONER, NEW AND RENEWABLE ENERGY, GOVERNMENT OF  
MADHYA PRADESH, BHOPAL**

**AND**

*M/S [●] (Insert name of Solar Power Park Developer)*

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*[On Appropriate Stamp Paper]*

## LAND USE AND PERMISSION AGREEMENT

This Land Use Permission Agreement (**Agreement**) is entered into on this [●] day of [Month], [Year] at Bhopal, Madhya Pradesh:

### **BETWEEN**

**The Commissioner, New and Renewable Energy, Government of Madhya Pradesh, Bhopal** having its office at Urja Bhawan, Shivaji Nagar, Bhopal (hereinafter referred to as "GoMP-NRE", which expression shall, unless repugnant to the context thereof, include its permitted successors, assignees and legal representatives) of the **FIRST PART**;

### **AND**

**M/s. [●]**, a company registered under the provisions of the Companies Act, 2013, having its registered office at [●] (hereinafter referred to as "the **Solar Power Park Developer or SPPD**", which expression shall, unless repugnant to the context thereof, include its permitted successors, administrators and permitted assignees), through Mr./Ms [●], (Designation), who is duly authorized by the SPPD vide a board resolution issued by its board of directors on [●] (date), to execute this Agreement of the **SECOND PART**;

The GoMP-NRE and the SPPD shall collectively be referred to as the **Parties** and individually as a **Party**.

**WHEREAS:**

- A. With a view to provide a boost to renewable energy development in the state of Madhya Pradesh, GoMP and GoI have decided to set up a [●] MW solar [project[(s)] or park] in [●] district(s) of the state of Madhya Pradesh (“[●] **Solar [Project or Park]**”).
- B. GoMP-NRE (New and Renewable Energy Department of Government of Madhya Pradesh) is the Nodal Department of the GoMP, vested with the responsibility to deal with, inter alia, all the matters connected with implementation of solar power based projects developed under the MP Solar Policy (*as defined below*). As per the policies of the GoMP, in case of land owned by the Revenue Department, GoMP or any other GoMP department, such land may be transferred to GoMP-NRE, and GoMP-NRE is further entitled to subsequently give permission for use of land for development of solar power project(s).
- C. The SPPD has been incorporated as [●] (*insert relevant details of incorporation of the SPPD*). The SPPD has been designated as the Solar Power Park Developer for the [●] Solar Park. [[●] Solar Project is a part of [●] Solar Park].
- D. The [●] Solar [Project or Park] will be [developed or split] into [●] units ([individually] referred to as **Unit** [and collectively referred to as **Units**]) of ground mounted grid-connected solar photovoltaic power plants of [●] MW capacity [each], to be developed on pre-identified land parcels inside the [●] Solar [Project or Park]. The Unit[(s)] will be connected to the [inter][intra]-state transmission system through a [● kV] substation to be [constructed,] operated and maintained by [**Power Grid Corporation of India Limited (PGCIL)**][**Madhya Pradesh Power Transmission Company Limited (MPPTCL)**] **Sub-station**).
- E. The land owned by the Revenue Department, GoMP details of which are annexed at ANNEXURE I, has been transferred to GoMP-NRE through orders passed by the GoMP. The details of such orders passed by the GoMP are also set out at ANNEXURE I. Further, to ensure contiguity of land, the GoMP has purchased certain portion of the land for the Solar [Project or Park] under the Mutual Consent

Land Purchase Policy (*as defined below*). The details of such lands are included in ANNEXURE II.

- F. For the purposes of setting up the [●] Solar [Project or Park] and the [PGCIL or MPPTCL] Sub-station, GOMP-NRE has the right to grant permission for use of the land, including the land required for the development of the Unit[(s)] and the Internal Infrastructure, and for the development of the [PGCIL or MPPTCL] Sub-station, to the SPPD ([●] **Solar [Project or Park] Land**). The GoMP-NRE has, through the District Renewable Energy Officer (“DREO”), handed over possession of the land to the SPPD as per letter no. [●] dated [●] which is annexed as ANNEXURE III to this Agreement.
- G. GOMP-NRE and the SPPD shall enter into a separate land use permission agreement (**Unit LUPA**) with the Solar Project Developer[(s)] through which GOMP-NRE and the SPPD shall grant the Solar Project Developer[(s)] permission for use of a part of the [●] Solar [Project or Park] Land for developing, operating and maintaining the Unit[(s)] (**Unit Land**), the details of which are set out in ANNEXURE IV. Further, GOMP-NRE and the SPPD may also enter into land use permission agreement with the company developing Sub-station [PGCIL or MPPTCL] (**PGCIL or MPPTCL LUPA**) through which the GoMP-NRE shall grant [PGCIL or MPPTCL] the permission to use a part of the [●] Solar [Project or Park] Land for the construction, operation and maintenance of the [PGCIL or MPPTCL] Sub-station (**PGCIL or MPPTCL Land**), the details of which are set out in ANNEXURE V. The remaining part of [●] Solar [Project or Park] Land will be used by the SPPD for construction of the Internal Infrastructure (**Internal Infrastructure Land**), the details of which are set out in ANNEXURE IX.
- H. The Parties now wish to enter into this Agreement to grant the SPPD the right to undertake the use of the [●] Solar [Project or Park] Land, including entering into the Unit LUPA and/or [PGCIL or MPPTCL] LUPA<sup>1</sup> (if required), in accordance with the terms and conditions set forth in this Agreement for development of the [●] Solar [Project or Park] and the [PGCIL or MPPTCL] Sub-station.

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<sup>1</sup> [PGCIL or MPPTCL] LUPA and its related terms shall be used only when there is requirement of [PGCIL or MPPTCL] LUPA and its related activities in the Development of Solar [Park or Project].

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, both the Parties agree to the terms and conditions set forth as follows:

## **1. DEFINITIONS & INTERPRETATION**

### **1.1. Definitions**

In this Agreement, following words and expression shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

**“Administrative Department”** shall mean the New and Renewable Energy Department of GoMP.

**“Affected Party”** has the meaning ascribed to it in Article 6.1(a).

**“Agreement”** means this Land Use Permission Agreement together with Annexures hereto.

**“Applicable Laws”** means all laws in force and effect as on the Effective Date and which maybe promulgated or brought in force and effect in India, including in the state of Madhya Pradesh after the Effective Date and all applicable statutes, enactments, laws, ordinances, bye-laws, rules, regulations, guidelines, notifications, notices, and/or judgments, decrees, injunctions, writs or orders of any Governmental Instrumentality, court, statutory or regulatory authority, tribunal, board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement as may be applicable to each of the Parties respectively.

**“Applicable Permits”** means any permissions, clearances, concessions, authorizations, consents, licenses, permits, rulings, exemptions, no-objections, resolutions, filings, orders, notarizations, lodgements or registrations or approvals of whatsoever nature that are required to be obtained by the SPPD, or the Solar Project Developer[(s)], from time to time in connection with the Solar [Project or Park] Land for undertaking, performing or discharging its obligations under this Agreement in accordance with Applicable Laws.

**“Appropriate Authority”** shall mean the GoMP or Government agency authorized by the GoMP, or the SPPD authorized under the PPA(s) for issuing the commissioning certificate for the Unit[s] of Solar [Project or Park].

**“Agreement Period”** shall have the meaning as ascribed thereto in Article 2.2 of this Agreement.

**“Commissioning Certificate”** means the certificate issued by the Appropriate Authority to the Solar Project Developer[(s)] certifying that the Solar [Project or Park] has been commissioned by the Solar Project Developer[(s)], as will be notified by the SPPD to GoMP-NRE.

**“Day”** means a 24 hour period beginning at 00:00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time.

**“Dispute”** shall have the meaning ascribed to it in Article 8.2.

**“Dispute Meeting”** shall have the meaning ascribed to it in Article 8.2.

**“Dispute Notice”** shall have the meaning ascribed to it in Article 8.2.

**“DREO”** shall have the meaning ascribed to it in Recital F.

**“Effective Date”** shall mean the date of signing of this Agreement.

**“Financial Assistance”** means all funded and non-funded financial assistance, including loans, advances and guarantees or any re-financing, that the SPPD and/or the Solar Project Developer[(s)] may avail of for the Solar [Project or Park] from the Lenders.

**“Financing Documents”** means collectively, the documents executed or to be executed with Lenders, in respect of the Financial Assistance and includes any document providing security for the Financial Assistance.

**“FM Notice”** has the meaning ascribed to it in Article 6.2.

**“Force Majeure”** shall have the meaning ascribed to it in Article 6.

**“GoI”** means the Government of India.

**“GoMP”** means the Government of Madhya Pradesh.

**“GoMP-NRE”** means the New and Renewable Energy Department of GoMP.

**“Governmental Instrumentality”** means the:

- (a) GoMP and/ or GoI; and/or
- (b) any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of the GoMP; and/or
- (c) any ministry, department, board, authority, agency, commission under the direct or indirect control of GoI; and/or
- (d) any political sub-division including any court or commission or tribunal or judicial or quasi-judicial body in the state Madhya Pradesh or/and includes the Madhya Pradesh Electricity Regulatory Commission; and/or
- (e) Supreme Court of India or commission or tribunal or judicial or quasi- judicial body of the GoI but excluding the SPPD, having jurisdiction over the [●] Solar [Project or Park] Land or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of this Agreement.

**“Implementation Support Agreement”** means the implementation support agreement entered into or to be entered into and signed between the SPPD and Solar Project Developer(s) and annexed as ANNEXURE VII.

**“INR”** means Indian Rupees, the lawful currency in India.

**“Internal Evacuation Infrastructure”** means collectively, the following infrastructure to be constructed and commissioned by the SPPD for the [●] Solar [Project or Park] [●]:

[Insert details of different components of Internal Evacuation]

**“Internal Infrastructure Land”** has the meaning ascribed to it in Recital G.

**“Internal Infrastructure”** means the infrastructure created or to be created, including Internal Evacuation Infrastructure, for the [●] Solar [Project or Park], by the SPPD, to which access has been provided or will be provided to the Solar Project Developer[(s)] for the use of the asset for the life of the Solar [Project or Park] in accordance with the terms of the Implementation Support Agreement.

**“Land Use Charges”** shall have the meaning ascribed to it in Article 2.5.

**“Lenders”** means to include banks, financial institutions, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide the Financial Assistance to the SPPD or the Solar Project Developer[(s)] under the Financing Documents for implementing the Internal Infrastructure or the Unit.

**“Loss”** means all damages, losses, liabilities, costs, expenses, including legal and other professional charges and expenses and charges arising under statute, contract or otherwise in connection with judgements, proceedings, claims, internal costs or demands.

**“Material Adverse Effect”** means the effect of any act or event which causes a material and adverse impairment in the ability of any of the Parties to exercise their rights or perform any of its obligations or consummate transactions under and in accordance with the provisions of this Agreement.

[**“MPPTCL”** means the Madhya Pradesh Power Transmission Company Limited (or its successor, permitted assignees and legal representatives).]

**“MP Solar Policy”** means the Policy for Implementation of Solar Power Based Projects in Madhya Pradesh, 2012, including any amendments thereto, issued by the GoMP.

**“Mutual Consent Land Purchase Policy”** means the policy of GoMP for the Purchase of Land with Mutual Consent dated 12 November 2014, including any amendments thereto.

**“Permanent Structures”** shall mean the permanent works forming part of the [●] Solar [Project or Park] that are required to be constructed, installed and maintained as such for the implementation of the Unit[(s)].

**“Permanent Ancillary Structures”** shall mean the permanent ancillary works required for Unit related activities like construction of office, staff houses, rest house, guest house, canteen etc.

[**“PGCIL”** means Power Grid Corporation of India Limited (or its successor, permitted assignees and legal representatives).]

[**“PGCIL][MPPTCL] Sub-station”** has the meaning ascribed to it in Recital D.

[**“PGCIL][MPPTCL] Land”** has the meaning ascribed to it in Recital G.

[**“PGCIL][MPPTCL] LUPA”** has the meaning ascribed to it in Recital G.

**“Power Purchase Agreement” or “PPA”** means the power purchase agreement to be executed between the Solar Project Developer, [the SPPD] and Procurer, annexed as ANNEXURE VIII.

**“Procurer”** means the entity who is procuring power from the Solar Project Developer in accordance with the terms of the PPA.

**“Prudent Utility Practices”** means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which are reasonably and ordinarily expected to be used by a skilled and experienced owner, contractor or operator engaged in installation, management, ownership, operation and maintenance of facilities, equipment or systems of the type and size similar to the Unit.

**“[●] Solar [Project or Park]”** has the meaning ascribed to it in Recital A.

**“[●] Solar [Project or Park] Land”** has the meaning ascribed to it in Recital F.

**“Solar Project Developer[(s)]”** means the entity(ies) registered at GoMP-NRE for the development of the Unit(s) in [●] Solar Project or Park.

**“Taxes”** means any Indian taxes including levies, imposts, cess, duties and other forms of taxation, including income tax, sales tax, value added tax, octroy, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty or capital duty (whether central, state or local) on the goods, materials, equipment and services incorporated in and forming part of the Units charged, levied or imposed by any Governmental Instrumentality, but excludes any interest, penalties and other sums in relation thereto imposed on any account whatsoever.

**“Temporary Structures”** shall mean all temporary works of any kind other than permanent structures required to be erected in connection with the implementation of the Units and that are incidental or ancillary to the design, engineering and construction of the Units and are erected/installed and maintained till the Unit COD and removed thereafter.

**“Unit[(s)]”** shall have the meaning ascribed to it in Recital D.

**“Unit COD”** shall mean the date on which the commissioning certificate has been issued for the full [●] MW capacity of the Unit[(s)] and, as notified by the SPPD to GoMP-NRE.]

**“Unit Land”** shall have the meaning ascribed to it in Recital G.

**“Unit LUPA”** shall have the meaning ascribed to it in Recital G.

**“Unit SCOD”** means the scheduled commercial operations date of the Unit, as notified by the SPPD to GoMP-NRE.]

**“Wilful Default”** means a deliberate or conscious breach of this Agreement by any of the Parties which has a Material Adverse Effect on the other Party.

**“Year(s)”** shall mean 365 Days or 366 Days in case of leap year when February

comprises of 29 Days.

## **Interpretation**

In this Agreement, unless the context otherwise requires:

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.
- (b) The references to persons and words denoting natural persons shall include bodies corporate and partnerships, joint ventures and statutory and other authorities and entities.
- (c) The nomenclature of the Agreement, headings and paragraph numbers are for the convenience of reference and shall be ignored in construing or interpreting the Agreement.
- (d) Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this Article shall not operate so as to increase the liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.
- (e) Any reference to any period commencing "from" a specified Day or date and "till" or "until" a specified Day or date shall include both such Days and dates.

## **2. EFFECTIVENESS, TERM AND CHARGES**

### **2.1. Effectiveness**

Subject to Article 3.1, this Agreement shall come into effect from the Effective Date of this Agreement.

### **2.2. Agreement Period**

- (a) With respect to the Unit[(s)] in the [●] Solar [Project or Park] and the Internal Infrastructure Land, this Agreement shall remain in force from the Effective Date, for a period of 25 (twenty five) Years from the Unit SCOD of the last Unit of the [●] Solar [Project or Park]. The SPPD shall issue a certificate to GoMP-NRE notifying it of the Unit SCOD for such Unit.
- (b) With respect to the [PGCIL or MPPTCL] Sub-station, this Agreement shall remain in force from the Effective Date for a period of 40 (forty) Years from the date on which the [PGCIL or MPPTCL] Sub-station is commissioned. Within 7 (seven) Days of the date on which the [PGCIL or MPPTCL] Sub-station is commissioned, the SPPD shall issue a notice to GoMP-NRE notifying it of the date on which the [PGCIL or MPPTCL] Sub-station was commissioned.

### **2.3. Early Termination**

This Agreement or a part thereof may be terminated before the expiry of the Agreement Period as set out in Article 2.2 in respect of a portion of the [●] Solar [Project or Park] Land which has been given for use to the SPPD and then subsequently to the Solar Project Developer [(s)] or PGCIL or MPPTCL, as the case may be, provided that the SPPD issues a notice of termination for that part or all of the land, as the case maybe, to GoMP-NRE pursuant to Article 7.2 of this Agreement.

### **2.4. Procedure upon on expiry of this Agreement**

- (a) In case of expiry of the Agreement Period or early termination of this Agreement for that portion of the [●] Solar [Project or Park] Land which has been given for use for the Unit[(s)] to the SPPD and then subsequently to the Solar Project Developer[(s)], or a part thereof, pursuant to Article 7.2 of this Agreement, the SPPD shall, at its own risk and cost, immediately dismantle, or cause the

dismantling of the Unit[(s)] and remove the Permanent Structures, Permanent Ancillary Structures and Temporary Structures, including all plant, equipment, personnel, machinery and other structures on the Unit Land, so that the Unit Land given for use is vacant within 120 (one hundred and twenty) Days from the date of expiry of the Agreement Period or termination, including from the date of partial termination of this Agreement for that portion of the [●] Solar [Project or Park] Land which has been given for use for the Unit[(s)] to the SPPD and then subsequently to the Solar Project Developer[(s)] in accordance with Article 7. After such 120 (one hundred and twenty) Days' period, the GoMP-NRE shall have the full right on all the property left over on that part of the [●] Solar [Project or Park] Land without payment of any compensation to the SPPD and will be free to dispose it off in any manner it chooses.

- (b) In case of expiry of the Agreement Period or early termination of this Agreement, for that portion of the [●] Solar [Project or Park] Land which has been given for use of the Internal Infrastructure and/or the [PGCIL or MPPTCL] Sub-Station, the procedure set out in Article 2.4(d) to 2.4(e) shall be followed.
- (c) At least 60 (sixty) Days prior to expiry or early termination of the Agreement, the SPPD, or [PGCIL or MPPTCL] in accordance with the terms of the [PGCIL or MPPTCL] LUPA, may request GoMP-NRE for a renewal or fresh allotment of the land use permission for the [●] Solar [Project or Park] Land, or any part thereof, for such further period and on such terms as may be mutually agreeable to the Parties and in accordance with the policies of the GoMP. The Parties agree that any such extension shall be at the sole discretion of GoMP-NRE. The GoMP-NRE shall communicate, in writing, its decision on either the SPPD or [PGCIL's or MPPTCL's] request at least 30 (thirty) Days prior to the expiry of this Agreement. It is clarified that [PGCIL or MPPTCL] may request for a renewal or fresh allotment of the land use permission for the [PGCIL or MPPTCL] Land, in accordance with the terms of the [PGCIL or MPPTCL] LUPA.
- (d) Subject to the Parties and [PGCIL or MPPTCL] agreeing to an extension, or fresh allotment of the land use permission pursuant to Article 2.4(c) above or pursuant to the terms of the [PGCIL or MPPTCL] LUPA, as the case may be, upon the expiry or termination of this Agreement in accordance with the terms hereof,

GoMP-NRE will have the right to transfer the Internal Infrastructure [and/or the PGCIL Sub-station] to the MPPTCL (or its successor and permitted assignees), upon the payment of compensation to [the SPPD and/or PGCIL] which shall be for an amount equal to the depreciated value of the Internal Infrastructure [and/or PGCIL Sub-station, respectively]. The GoMP-NRE shall communicate, in writing, its decision to either the SPPD or [PGCIL or MPPTCL] at least 30 (thirty) Days prior to the expiry of this Agreement.

- (e) In the event that GoMP-NRE, upon the expiry or termination of this Agreement, decides against the renewal or fresh allotment of the land use permission pursuant to Article 2.4(c) above and further decides against transferring the Internal Infrastructure and/or the [PGCIL or MPPTCL] Sub-station pursuant to Article 2.4(d) above, the SPPD and/or [PGCIL or MPPTCL] shall dismantle and remove the Internal Infrastructure and the [PGCIL or MPPTCL] Sub-station, respectively, from the [●] Solar [Project or Park] Land at its cost and risk and handover vacant and peaceful possession of the land to GoMP-NRE within 120 (one hundred and twenty) Days of the date of expiry or termination as the case may be. In the event that the SPPD and/or [PGCIL or MPPTCL] fails to remove the Internal Infrastructure and/or [PGCIL or MPPTCL] Sub-station, respectively, and handover possession of the land in the manner prescribed hereinabove, GoMP-NRE will have the right to remove and dispose of the [PGCIL or MPPTCL] Substation and Internal Infrastructure in the manner it deems fit, at the cost and risk of PGCIL and the SPPD, respectively, and shall take over possession of the [●] Solar [Project or Park] Land. Any monies that GoMP-NRE recovers from disposal of the [PGCIL or MPPTCL] Sub-station and Internal Infrastructure will be returned to [PGCIL or MPPTCL] and the SPPD, respectively, after adjusting all expenses incurred by GoMP-NRE in removal of these assets and takeover of vacant possession of the [●] Solar [Project or Park] Land.

## 2.5. Land Use Charges

- (a) The SPPD shall pay all required charges for the permission to use the [●] Solar [Project or Park] Land, which is mentioned in ANNEXURE I, inclusive of all Taxes, from the Effective Date of this Agreement, in accordance with the policies of the GoMP for projects under the Administrative Department (**Land Use Charges**) to “Departmental Receipt Head”. It is clarified for the avoidance of

doubt that, even if one or more of the Unit LUPA[(s)] or the [PGCIL or MPPTCL] LUPA is/are terminated, the SPPD will continue to be liable to pay the Land Use Charges until this Agreement is terminated for such part of the land.

- (b) No charges will be payable by the SPPD to GoMP in respect of those land parcels which have been procured by the SPPD for [●] Solar [Project or Park] under the Mutual Consent Land Purchase Policy as set out at ANNEXURE II or any other policy or enactment by GoI or GoMP and for which the SPPD has paid adequate compensation in accordance with Mutual Consent Land Purchase Policy or such policy or enactment by GoI or GoMP, as the case may be.

### **3. CONDITIONS TO BE SATISFIED BY THE SPPD AND THE GOMP-NRE**

#### **3.1. As a condition precedent to the effectiveness of this Agreement:**

The GoMP-NRE has, through its authorized DREO handed over possession of [●] hectares of land located at villages [●] to the SPPD for its use for the [●] Solar [Project or Park] on or before the Effective Date of this Agreement. The SPPD hereby acknowledges that it has received uninterrupted access to and possession of such land for its use for the [●] Solar [Project or Park], the details of which are in ANNEXURE IV, ANNEXURE V and ANNEXURE IX to this Agreement. It is clarified that the land shall remain in the ownership of GoMP-NRE, and that the SPPD, the Solar Project Developer[(s)] or [PGCIL or MPPTCL], are authorized only to use it for the purpose of developing, commissioning, operating and maintaining the [●] Solar [Project or Park], including the Unit[s], Internal Infrastructure and the [PGCIL or MPPTCL] Sub-station for the Agreement Period, in accordance with the provisions of this Agreement.

#### **3.2 Satisfaction of conditions subsequent by the SPPD:**

The SPPD shall ensure that the Solar Project Developer[(s)] shall commence construction of the respective Unit[s] and shall achieve Unit COD within the timelines set out in the Unit LUPA, or as may be extended by GoMP-NRE or Appropriate Authority. The extension if granted shall be the part of this Agreement.

3.3 In the event that the SPPD fails to achieve the conditions specified in Article 3.2 above, it may issue a notice of termination to GoMP-NRE in accordance with Article 7 of this Agreement.

## **4. OBLIGATIONS AND RESPONSIBILITIES**

### **4.1 Obligations of the SPPD**

- (a) The SPPD undertakes to pay the Land Use Charges as per Article 2.5, in accordance with the policies of the GoMP.
- (b) The SPPD shall work with and co-operate in good faith with the GoMP-NRE with respect to all of the obligations and rights hereunder.
- (c) The SPPD shall not use the land for any purpose other than those included in definitions of Permanent Structures, Permanent Ancillary Structures and Temporary Structures and the [PGCIL or MPPTCL] Sub-station.
- (d) If at any stage during the tenure of this Agreement, it is found that the [●] Solar [Project or Park] Land, or any part thereof, is being used for any purpose other than as expressly allowed under this Agreement, then the land use permission for that portion of the [●] Solar [Project or Park] Land may be cancelled, subject to the termination of the PPA and the Unit LUPA for that respective Unit.
- (e) The SPPD shall not allow use of more than 5% of the Unit Land(s) for the Permanent Ancillary Structures.
- (f) The SPPD shall require the Solar Project Developer[(s)] and [PGCIL or MPPTCL] to operate the Unit and the [PGCIL or MPPTCL] Sub-station respectively, as per the Prudent Utility Practices throughout the Agreement Period.
- (g) The SPPD shall, for the purpose of safety, may require the Solar Project Developer[(s)] and [PGCIL or MPPTCL] to fence the Unit Land and the [PGCIL or MPPTCL] Land, respectively.
- (h) The SPPD shall be liable for environment protection measures within the [●] Solar [Project or Park] Land in accordance with Applicable Laws, and Applicable Permits, and shall not do anything adversely affecting the environment.

- (i) In the event that the SPPD requires to dig any well or tube well, or otherwise take water from any water source, in the [●] Solar [Project or Park] Land, it shall only do so in accordance with Applicable Laws and Applicable Permits, and shall not do anything adversely affecting the environment.
- (j) While using the [●] Solar [Project or Park] Land, if the SPPD causes any harm or injury to any person/ animal, it shall be liable to pay compensation or damages in the same manner as a tenant of land is generally liable to pay.
- (k) In the event that the SPPD requires to cut any trees on the [●] Solar [Project or Park] Land, it shall do so only in accordance with Applicable Laws and Applicable Permits.
- (l) Monitoring and supervision of the [●] Solar [Project or Park]:  
The SPPD shall, at all times, grant access to the [●] Solar [Project or Park] Land to the authorized representatives of the GoMP-NRE and to the persons duly authorized by any Governmental Instrumentality having jurisdiction over the [●] Solar [Project or Park]. The SPPD shall ensure proper safety measures during the implementation of the Unit, including any geological study, construction and testing on the [●] Solar [Project or Park] Land, and shall meet minimum safety standards prescribed under Applicable Laws for the safety of all personnel engaged in the design, construction, operation, maintenance and repair of the Unit. The GoMP-NRE shall have the right to institute an appropriate mechanism to ensure compliance by the SPPD in this regard.
- (m) Alternative facilities:  
In case any existing facilities including, but not limited to, roads, bridges, buildings and communication system(s), are affected because of the implementation of the Unit, Internal Infrastructure or the [PGCIL or MPPTCL] Sub-station on the [●] Solar [Project or Park] Land, the SPPD shall be responsible and bear the cost of taking remedial measures. The SPPD, or any third party developer including [PGCIL or MPPTCL], shall not interfere with any of the existing facilities, till an alternate facility is created as approved by the concerned Governmental Instrumentality, unless an approval is provided otherwise, in writing by the concerned Governmental Instrumentality.

- (n) **Maintaining Ecological Balance:**  
The SPPD shall be responsible for maintaining the ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of the [●] Solar [Project or Park] Land. The SPPD shall take all reasonable measures to prevent any unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the [●] Solar [Project or Park] Land.
- (o) **Use of facilities:** Subject to availability, security, safety, Applicable Laws and operational factors being met, the SPPD shall permit the use, free of cost, by the representative of GoMP and the general public, of all service roads constructed and maintained by it for the Unit after the Unit COD and for the [PGCIL or MPPTCL] Sub-station after its commissioning.
- (p) **Archaeological findings, treasures etc.:** All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on or in the [●] Solar [Project or Park] Land shall be deemed to be the absolute property of GoMP. The SPPD shall take reasonable precautions to prevent its workmen or any other persons from damaging any such article or thing. The SPPD shall arrange to hand over the same to the GoMP-NRE free of cost, provided that, in case any precious or semi-precious material is located, the SPPD shall inform the GoMP-NRE immediately and abide by the directives of the GoMP-NRE which shall be communicated within a period of 15 (fifteen) Days from the date of receipt of such intimation from the SPPD.
- (q) **The SPPD, while providing employment for construction activities, shall endeavor to give preference to locals as per their availability and suitability and shall also give preference to locally manufactured materials/components for construction activities, subject to availability and suitability of the same.**
- (r) **The SPPD shall handover possession of any additional land that is procured, over and above the land mentioned in Article 3.1 above, to the Solar Project Developer[(s)] for the development of the Unit(s) in accordance with the terms of the Unit LUPA of the respective Unit. The Parties hereby agree that as and when**

any additional land is procured, the details of such additional land shall be included in this Agreement in the form of an annexure and such land shall form a part of the [●] Solar [Project or Park] Land.

#### 4.2 **Obligations and responsibilities of the GoMP-NRE**

(a) Land Use Permission:

The GoMP-NRE hereby grants, and the SPPD hereby accepts the right to use the [●] Solar [Project or Park] Land (details of which are set out in ANNEXURE IV, ANNEXURE V and ANNEXURE IX to this Agreement) and any additional land that may be procured (the details of which will be attached as an annexure to this Agreement), for the [●] Solar [Project or Park], for the sole and exclusive purpose of developing the [●] Solar [Project or Park]. The GoMP-NRE shall make the [●] Solar [Project or Park] Land available through the DREO or its authorized representative in accordance with Article 3.1 of this Agreement.

(b) Land Use Permission for third party participation:

The SPPD, who has been given permission for land use under this Agreement, intends to set up the Units along with third party participation. Therefore, the land use permission for the Unit Land will be given to such third party on such terms and conditions that are specified by GoMP-NRE. GoMP-NRE, the SPPD and the third party shall be required to enter into a separate land use permission agreement for the use of the Unit Land on which the Unit(s) is proposed to be developed by the third party. It is clarified for the avoidance of doubt that for the [●] Solar [Project or Park], the GoMP-NRE, the SPPD and the Solar Project Developer(s) shall enter into a Unit LUPA.

Further, the GoMP-NRE shall also grant [PGCIL or MPPTCL] land use permission for the development of the [PGCIL or MPPTCL] Sub-station on such terms and conditions that are specified by GoMP-NRE. GoMP-NRE, the SPPD and [PGCIL or MPPTCL] shall enter into a separate land use permission agreement for the use of the [PGCIL or MPPTCL] Land for the development of the [PGCIL or MPPTCL] Sub-station.

(c) Right to step-in or substitution:

The GoMP-NRE shall permit the Lenders, in pursuance of the Financing Documents, the right to step-in or substitute: (i) the Solar Project Developer[(s)] by executing a substitution agreement in accordance with the terms of the Unit LUPA; and/or (ii) the SPPD by executing an appropriate substitution agreement/letter of assurance or any other similar document in accordance with the terms of the Financing Documents executed by the SPPD.

(d) Assignment:

The [●] Solar [Project/Park] Land given for use under this Agreement for development of the Unit[s] and the [PGCIL or MPPTCL] Sub-station shall not be assigned or transferred by the Solar Project Developer[(s)] or [PGCIL or MPPTCL] to any other party for any purpose, including for the purpose of financing the Units. To the extent required under the Financing Documents executed by SPPD, SPPD shall be entitled to assign its rights in respect of the Internal Infrastructure Land under this Agreement to a Lender, provided that nothing contained in this Article shall absolve the SPPD from its responsibility to perform or discharge any of its obligations under and in accordance with the provisions of this Agreement.

To the extent required under the Financing Documents executed by Solar Project Developer[(s)], GOMP-NRE shall permit the Solar Project Developer[(s)] to assign its rights, under the Unit LUPA, to a Lender in accordance with the terms of the Unit LUPA, provided that nothing contained in this Article shall absolve the Solar Project Developer[(s)] from its responsibility to perform or discharge any of its obligations under and in accordance with the provisions of the Unit LUPA. Further, if the Solar Project Developer(s) is empowered in accordance with the provisions of the Power Purchase Agreement to assign or transfer the Unit[s] to a third party and the Solar Project Developer(s) decides to so assign or transfer the Unit, the Parties hereby agree to do all acts required to novate the Unit LUPA for the relevant Unit in favour of the third party.

(e) Upgradation of roads and bridges:

The GoMP-NRE shall permit the SPPD to construct roads, bridges, culverts, and other infrastructure as considered necessary for the Units, Internal Infrastructure or the [PGCIL or MPPTCL] Sub-station on the [●] Solar [Project or Park] Land

in consultation with the relevant Governmental Instrumentality at the cost and risk of the SPPD, or the Solar Project Developer[(s)] and/or [PGCIL or MPPTCL], as the case may be.

## **5. REPRESENTATIONS AND WARRANTIES**

### **5.1. Representations and Warranties of the SPPD**

The SPPD represents and warrants to the GoMP-NRE that as of the Effective Date:

- (a) it is duly organized and validly existing under the laws of India, and has all requisite power and has been duly authorized to execute and consummate this Agreement;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against the SPPD in accordance with its terms; and
- (d) the consummation of the transactions contemplated by this Agreement on the part of the SPPD will not violate any provision of, nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the SPPD is a party or to which the SPPD is bound, which violation, default or power has not been waived.

### **5.2 Representations and Warranties of the GoMP**

The GoMP-NRE represents and warrants to the SPPD that as of the Effective Date:

- (a) The GoMP-NRE has all requisite powers and has been duly authorized to execute and consummate this Agreement;
- (b) The execution and delivery of this Agreement by the GoMP-NRE does not violate the provision of any existing Applicable Law, or of agency or of any contract, undertaking or agreement, to which the GoMP-NRE is a party or which is binding on GoMP-NRE; and
- (c) The [●] Solar [Project or Park] Land has been procured by GoMP-NRE in

accordance with Applicable Laws and policies of the GoMP.

## 6. FORCE MAJEURE

### 6.1 Force Majeure Event

(a) A **Force Majeure Event** means one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays, the performance by the Party (the **Affected Party**) of its obligations under this Agreement but only if and to the extent that such events or circumstances are: (i) not within the reasonable control, directly or indirectly of the Affected Party; and (ii) could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

#### (i) *Natural Force Majeure Events*

- (A) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, pandemic, epidemic, typhoon or tornado if it is declared/notified by the competent state/central authority/agency (as applicable), or verified to the satisfaction of the Procurer;
- (B) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the [●] Solar [Project or Park] Land by the Affected Party or those employed or engaged by the Affected Party;
- (C) the discovery of geological conditions, toxic contamination or archaeological remains on the [●] Solar [Project or Park] Land that could not reasonably have been expected to be discovered through an inspection of the [●] Solar [Project or Park] Land; or
- (D) any event or circumstances of a nature analogous to any of the foregoing.

(ii) ***Non- Natural Force Majeure Events***

- (A) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action;
- (B) nation/state wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or its related parties;
- (C) any lock down, quarantine or similar action ordered by any Governmental Instrumentality, (including pursuant to the occurrence of any Force Majeure Event);
- (D) nationalisation or any compulsory acquisition by any Governmental Instrumentality in national interest or expropriation of any material assets of the Unit or rights of the Affected Party as a result of which the Affected Party or its shareholders are deprived (wholly or partly) of their rights or entitlements under this Agreement. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Governmental Instrumentality as a result of any breach of any of the Applicable Laws or the Applicable Permits by the Affected Party or the Affected Party's related parties;
- (E) action of a Governmental Instrumentality having Material Adverse Effect; any unlawful or unauthorised or without jurisdiction revocation of, or delay in, or refusal, or failure to renew or grant without valid cause, any Applicable Permits of the Affected Party or any of the clearance, licence, authorization to be obtained by the Affected Party's related parties to perform their respective obligations under this Agreement and/or the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Affected Party's or any the Affected Party's related parties' inability or failure to comply with

any condition relating to grant, maintenance or renewal of such Applicable Permits or clearance, licence, authorization, as the case may be.

- (b) If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the dispute resolution procedure set forth in Article 8 of this Agreement, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.
- (c) It is clarified that a Force Majeure Event shall not include any event or circumstance which is within the reasonable control of the Parties and the following conditions, except to the extent that they are consequences of a Force Majeure Event:
  - (i) unavailability, late delivery or changes in cost of plant, machinery, equipment, materials or spare parts or consumables required for the Unit;
  - (ii) a delay in the performance of any Affected Party's related parties;
  - (iii) non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
  - (iv) strikes at the facilities of the Affected Party;
  - (v) insufficiency of finances or funds or this Agreement becoming onerous to perform; and
  - (vi) non-performance caused by, or connected with, the Affected Party's: (A) negligent or intentional acts, errors or omissions, (B) failure to comply with the Applicable Laws, or (C) breach of, or default under, this Agreement.

## 6.2 Notification of Force Majeure Event

- (a) The Affected Party shall give notice to the other Party of any Force Majeure Event (the **FM Notice**), as soon as reasonably practicable but not later than 15 (fifteen) Days after the Affected Party knew or should reasonably have known of the commencement of the Force Majeure

Event. If a Force Majeure Event results in a breakdown of communications rendering it unreasonable to give notice within the applicable time-limit specified herein, then the Affected Party shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than 1 (one) Day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such FM Notice shall include full particulars of the Force Majeure Event, its effects on the Affected Party and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request in relation to the Force Majeure Event.

- (b) The Affected Party shall give notice to the other Parties of: (i) the cessation of the Force Majeure Event; and (ii) the cessation of the effects of such Force Majeure Event on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

### **6.3 Performance Excused**

- (a) The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed:
  - (i) 180 (one hundred and eighty) Days from the date of issuance of the FM Notice for Natural Force Majeure Event. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event; and
  - (ii) 365 (three hundred and sixty five) Days from the date of issuance of the FM Notice for a Non-Natural Force Majeure Event.
- (b) For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the Affected Party shall be entitled for a Day for Day extension (equivalent to the duration of the underlying Force Majeure Event) to the timeline for performance of the underlying obligations which were excused as a result of the Force Majeure Event.

- (c) Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.
- (d) Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

#### **6.4 No Liability for Other Losses**

Save and except as expressly provided in this Agreement, no Party shall be liable in any manner whatsoever to the other Party in respect of any Loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

#### **6.5 Resumption of Performance**

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

## 7. TERMINATION

- 7.1 The Parties agree and acknowledge that this Agreement shall not be terminated by any Party for convenience.
- 7.2 The SPPD may notify GoMP-NRE of its intention to terminate this Agreement, in whole or in part for that portion of the [●] Solar [Project or Park] Land as may be required, upon the occurrence of the following events:
- (a) Termination of any, or all, of the Unit LUPA[(s)] if the Solar Project Developer[(s)] fail(s) to commence construction of the Unit[(s)], in accordance with the [respective] Unit LUPA, or fails to achieve Unit COD, as the case may be, within the timelines set out in the respective Unit LUPA[(s)];
  - (b) In the event that [PGCIL or MPPTCL] fails to construct and commission the [PGCIL or MPPTCL] Sub-station within 18 (eighteen) months from the date of signing of the [PGCIL or MPPTCL] LUPA; or
  - (c) In the event that the Unit LUPA(s) or [PGCIL or MPPTCL] LUPA is terminated due to a force majeure event pursuant to the Unit LUPA(s) and [PGCIL or MPPTCL] LUPA, respectively.
- 7.3 Upon receiving a notice of termination from the SPPD under Article 7.2 and subject to the payment of any outstanding Land Use Charges by the SPPD, GoMP-NRE and the SPPD may mutually terminate this Agreement or the relevant part thereof in respect of all or any part of the [●] Solar [Project or Park] Land, as the case may be. In the event of the termination of a part of this Agreement pursuant to this Article 7.3, the Parties hereby agree, without requirement of any further act or notice, to continue to perform their roles and functions and continue to undertake all obligations as contained in this Agreement, for that part of the [●] Solar [Project or Park] Land for which this Agreement that has not been terminated.
- 7.4 In the event that the PPA for [any] Unit[(s)] is terminated due to a Procurer's default and the respective Solar Project Developer[(s)] chooses to accept the termination compensation from Procurer and transfer the Unit to Procurer or its

nominee, the Parties hereby agree to do all acts required to novate the Unit LUPA for that respective Unit in favour of Procurer or its nominee.

- 7.5 In the event that the PPA for [any] Unit is terminated due to a Solar Project Developer's default and either the Procurer or the SPPD choose to seek a transfer the Unit, the Parties hereby agree to do all acts required to novate the Unit LUPA for that respective Unit in favour of either the Procurer or the SPPD, or any of their nominees.
- 7.6 It is clarified for the avoidance of doubt that if the PPA is terminated for a Procurer's default and the Solar Project Developer[(s)] decide(s) against transferring the Unit(s) to Procurer, GoMP-NRE and the SPPD shall not have any right to terminate this Agreement.

## 8. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

8.1 The Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Bhopal shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### 8.2 Amicable Settlement

(a) 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:

- (i) a description of the Dispute;
- (ii) the grounds for such Dispute; and
- (iii) all written material in support of its claim.

(b) The other Party shall, within 30 (thirty) Days of issue of Dispute Notice issued under Article 8.2(a) furnish:

- (i) counter-claim and defences, if any, regarding the Dispute; and
- (ii) all written material in support of its defences and counter-claim.

(c) Within 30 (thirty) Days of issue of Dispute Notice by any Party pursuant to Article 8.2:

- (i) if the other Party does not furnish any counter claim or defence under Article 8.2; or
- (ii) 30 (thirty) Days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably (**Dispute Meeting**).

If the Parties fail to resolve the Dispute amicably within 30 (thirty) Days from the later of the dates mentioned in this Article 8.2(c), the Dispute shall be referred for dispute resolution in accordance with Article 8.3 of this Agreement.

### 8.3 **Dispute Resolution through Arbitration**

If a Dispute is not resolved within 60 (sixty) Days after the service of a Dispute Notice, whether or not a Dispute Meeting has been held, any Party to the Dispute shall be entitled to refer the Dispute to arbitration (**Notice of Arbitration**) to be finally resolved in accordance with the Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983, including any amendments thereto.

Notwithstanding the existence of any Dispute, the Parties shall continue to perform their respective duties and obligations under this Agreement.

## **9. INDEMNITY**

9.1 The SPPD shall be responsible for, and release and indemnify the GoMP-NRE on demand from and against any and all proceedings, actions, and claims for losses of whatever kind and nature for:

- (a) sickness, injury, death or personal injury;
- (b) loss of or damage to property;
- (c) infringement of intellectual property rights in any equipment or materials forming part of the Unit;
- (d) breach of any representations or warranties set out under Article 5 of this Agreement;
- (e) gross negligence or Wilful Default;
- (f) breach of statutory duty; and
- (g) actions, claims, demands, costs, charges and expenses (including legal expenses),

which may arise out of, or in consequence of, implementation of the Units and any other performance or non-performance by the SPPD of its obligations under this Agreement.

## **10. MISCELLANEOUS**

### **10.1 Language**

The language of this Agreement is English. In accordance with the policies of GoMP, this Agreement may also be executed in the Hindi language. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to the Agreement shall be in writing and shall be in English or Hindi. In the event of any conflict between the provisions of the English and Hindi versions of this Agreement, the provisions of the English version of this Agreement shall prevail.

### **10.2 Relationship of the Parties**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

### **10.3 Notices**

- (a) Any consent, approval, authorization, certificate, report, information, notice, request from or by any Party, or any other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be effective and valid only when made in writing under the hand of a duly authorized representative of such Party.
- (b) Any contractual notice, instruction, decision, order, report, certificate or other communication that is to be exchanged between the Parties shall be served by sending it by electronic mail or facsimile transmission, with a confirmation copy by courier or registered post to the following addresses:

The communications shall be sent to:

**GOMP-NRE:**

Attention:

Address

Tel:

Fax:

Email:

**SPPD:**

Attention:

Address

Tel:

Fax:

Email:

- (c) Any notice sent by electronic mail or facsimile shall be deemed to have been received on the date of transmission and any notice served by courier or registered post shall be deemed to be received when actually delivered to the address mentioned above.
- (d) Any change in the address for communication shall be duly notified by the relevant Party to the other Parties in accordance with the provisions of this Article 10.3.

#### 10.4 **Severability**

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, illegal or unenforceable provision, as nearly as is practicable to such invalid, illegal or unenforceable provision.

#### 10.5 **Waiver**

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligation under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party, with the prior written consent of the Solar Project Developer[(s)]; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

#### 10.6 **Survival**

The expiry of the Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under the Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implications, which are to survive after the expiry of this Agreement, which expressly or by their nature survive the Agreement Period or and which shall continue and survive any expiry of this Agreement.

#### 10.7 **Entire Agreement**

The Parties hereto acknowledge, confirm and undertake that this Agreement constitutes the entire understanding between the Parties regarding the right to use the [●] Solar [Project or Park] Land and supersedes all previous written or oral representations and/or arrangements regarding the right to use the [●] Solar [Project or Park] Land. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties through the authorization from the Administrative Department. Further, any modifications or amendments in this Agreement shall be in congruence with prevailing policies/rules/regulations of GoMP. No supplement, amendment, or modification of this Agreement shall be binding unless it is authorized by the Administrative Department in writing and signed by authorized representatives of both parties.

#### 10.8 **Counterparts**

This Agreement may be executed in 2 (two) counterparts, each of which, when

executed and delivered, shall constitute an original of this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.**

For and on behalf of

For and on behalf of

The SPPD

Commissioner, New and Renewable  
Energy

Name Designation and Address

Name Designation and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature with Seal

Signature with Seal

Witness

Witness

1.

1.

2.

2.

## ANNEXURE I

### Detail of Revenue Land

Table 1

Allotted by District Collector, district \_\_\_\_\_ Order No. \_\_\_\_\_, dated DD/MM/YYYY

<b>Sno</b>	<b>Khasara</b>	<b>Village</b>	<b>Tehsil</b>	<b>District</b>	<b>Total Area of Khasara(Ha)</b>	<b>Land Allotted to NRED (Ha)</b>
<b>Total</b>						

*(Table length can be increased depending on details/data)*

## ANNEXURE II

Private/Patta Land purchased under 'Mutual Consent Land Purchase Policy-2014'

Table 2

S.No	Khasar	Villag	Tehsi	Distric	Total Area	Land	Whethe	No &
.	a	e	l	t	of	Purchase	r ( <i>Patta</i>	Date of
					Khasara(Ha	d (Ha)	or	Registr
					)		<i>Private</i> )	y
<b>Total</b>								

*(Table length can be increased depending on details/data)*

## ANNEXURE III

### DREO Letter (Transfer of possession of Land from GoMP-NRE to the SPPD)

#### DETAILS OF POSSESSION LETTER

#### FORMAT OF POSSESSION LETTER

DREO Serial No. xyz

Date: dd/mm/yyyy

To,

Commissioner,

New and Renewable Energy,

UrjaBhawan, Link Road No. 2

Shivaji Nagar,

Bhopal-462016

**Subject:-** Regarding possession of Revenue land ( Ha) at (Site Name) for (Capacity approved) MW (Name) Project

**Reference:(i)** District Collector (Name) Land allotment Order No dated dd/mm/yyyy

(ii) NRED Authorization Letter No. xyz; dated dd/mm/yyyy

(iii) NRE Letter No. xyz; dated dd/mm/yyyy

(Salutation)

With reference to NRE authorization, the possession of Revenue land (on behalf of NRED) has been taken by undersigned on date (dd/mm/yyyy) from (SDM/Tehsildar). The detail of revenue land as stated below:-

Sno	Village	Tehsil	District	Total Area (Ha)	Land Allotted to NRED (Ha)
-----	---------	--------	----------	--------------------	-------------------------------

Possession Panchnama (No, dated dd/mm/yyyy) signed by Revenue Officer (SDM/Tehsildar) and undersigned is also attached for your kind review and perusal please.

(DREO Name)

District Renewable Energy

**ANNEXURE IV**

**DETAILS OF UNIT[(s)] LAND**

*[•]*

**ANNEXURE V**

**DETAILS OF [PGCIL or MPPTCL] LAND**

[•]

**ANNEXURE VI**

**DETAILS OF ADDITIONAL LAND PROCURED FOR [•] SOLAR [PROJECT OR PARK]**

[•]

DM/SDM Details (Order No, Date (DD/MM/YYYY))

AND/OR

Possession of Land from Revenue Department to GoMP-NRE vide DREO (District) Letter No. \_\_\_\_\_, dated DD/MM/YYYY

AND/OR

Possession of Private/ Patta Land by DREO (District) Letter No. \_\_\_\_\_, dated DD/MM/YYYY

**ANNEXURE VII**

**IMPLEMENTATION SUPPORT AGREEMENT**

[•]

**ANNEXURE VIII**

**POWER PURCHASE AGREEMENT**

[•]

**ANNEXURE IX**

**DETAILS OF INTERNAL INFRASTRUCTURE LAND**

[•]