

Modified
Land Sub Lease Agreement for
Grid Connected
Solar Photo Voltaic Projects
Under Batch-II Tranche-I
of
National Solar Mission Phase-II
State Specific Bundling Scheme
for
2000MW Pavagada Ultra Mega Solar Park
in
KARNATAKA

ISSUED BY

Karnataka Solar Power Development Corporation Limited

Registered office Address

Land Sub Lease Agreement

By And Between

Karnataka Solar Power Development Corporation Limited

And

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

This Land Lease Agreement is executed on this the ----- day of -----2016 at Bengaluru.

Between

M/s Karnataka Solar Power Development Corporation Limited (KSPDCL), a company incorporated under the Companies Act, 2013 having its registered office at -----
-----, Bengaluru - 500 -----, Karnataka, India and (herein after referred to as ‘**Lessor**’), which expression shall unless repugnant to the context or meaning thereof, includes its successors 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 _____ (hereinafter referred as “**Lessee**”) which expression shall unless be repugnant to the context or meaning thereof includes its successors and permitted assignees of the Other Part

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

RECITALS

- a. Whereas, Karnataka Solar Power Development Corporation Limited (KSPDCL), was incorporated in the year 2014 under the Companies Act, 2013 as a Joint Venture Company between SECI (Solar Energy Corporation of India) and KREDL (Karnataka Renewable Energy Development Limited) with an objective to plan, develop and operate Solar Parks in the State of Karnataka under MNRE Scheme for Development of Solar Parks and Ultra Mega Solar Power Projects in the country, notified on 12th December 2014 and its amendments thereon.
- b. Whereas, KSPDCL has been designated as Solar Power Park Developer (SPPD) for facilitation and implementation of the 2000 MW Pavagada Ultra Mega Solar Park to be developed at Vallur, Balasamudra, Tirumani, Rayacharlu and Kyataganacharlu Villages of Nagalmadike Hobli, Pavagada Taluk of Tumkur District of Karnataka

State under National Solar Mission Phase II Batch II Tranche I State Specific Bundling Scheme, by MNRE vide its guidelines for Development of Solar Parks issued in Oct 2015. **“KSPDCL” herein after referred to as the “Sub-Lessor”**.

- c. Whereas ----- (Name of Sub-Lessee), a Solar Power Developer has been selected through competitive bidding vide Lr. No. ----- to develop a ----- MW Solar Power Project at 2000 MW Pavagada Ultra Mega Solar Park and requested for allotment of land vide Lr. No. ----- dated -----.
- d. For the sake of brevity and convenience, the term sub-lessor and sub-lessee are hereinafter referred to Lessor and Lessee respectively.
- e. Whereas, **Lessor**, as part of Solar Park development, will identify and acquire land (on lease basis) 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 28 years. **Lessor** will also develop common infrastructure in the Solar Park like Internal Transmission System, Water Supply, Road Connectivity, Drainage System, Cable Support Structures and Weather Stations, Street Lighting etc.,.
- f. Whereas, for the purpose of setting up of 2000 MW Pavagada Ultra Mega Solar Park, GoK vide notification number EN 21 VSC 2014 dated 14.10.2015 and GoK vide order No. CI 234 SPI 2015 dated 29.10.2015 has approved to acquire identified land of Kythagacharlu, Valluru, Balasamudra, Tirumani & Rayacharlu Villages of Nagalamadike Hobli, Pavagada Taluk, Tumkur District of Karnataka from Land Owners by **Lessor** on 28 year lease rental basis. **Lessor** as such has absolutely seized, possessed and is sufficiently entitled to the Land;
- g. Whereas, **Lessor** has allotted the land to the **Lessees** who are selected through the bidding process conducted by **NTPC** through **“Grid Connected Solar Photo Voltaic Projects under Batch-II Tranche-I of National Solar Mission Phase-II State Specific Bundling Scheme for 2000 MW Pavagada Ultra Mega Solar Park in Karnataka”**. The land allotted to the **Lessee** is described in Schedule “1” written hereunder (hereinafter referred to as the “Land”).
- h. **Lessor** and **Lessee** wish to enter into this Land Sub 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 **NTPC** and the **Lessee**----- (Company) dated -----.
- i. **KSPDCL** has entered into Principal Lease Agreement with Land Owners on ----- . The same has been registered on _____. The Article ___ of said Principal Lease Agreement inter-alia provides a provision to **KSPDCL** to Sub lease the land to **SPDs** for setting up of solar generation projects. Pursuant to which, **KSPDCL** is SubLeasing the said land to Solar Power Developers selected through competitive

bidding process for setting up of ___MW Solar generation. The Principal Lease is still valid and subsisting between the parties.

- j. Implementation Support Agreement entered into between KSPDCL & SPD on _____ shall form part & parcel of this agreement.

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 “1” to the **Lessee** for implementation ofMWp SPV Power Project at 2000 MW Pavagada Ultra Mega Solar Park, in Tumkur District of State of Karnataka.

2) Lease Period

1. This Land Sub 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 **for the reasons attributable to SPD**, this Agreement stands terminated automatically in accordance with the provisions of Article 11 & 12 of this Agreement.

2. Survival

The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination.

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 or upon payment of upfront charges, annual fee, land lease charges etc., to Lessor by Lessee or upon opening of LC whichever is later.

4) Payment Terms & Conditions:

4.1 The **Lessee** shall pay Annual Lease Rent per acre as specified in Schedule “2”(@ 5 acres per MW is allotted to Lessee and annual lease rent is calculated considering 5 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 2000MW Pavagada Ultra Mega Solar Park, in Tumkur District of State of Karnataka.

4.2 Annual lease rent as specified in Schedule “2” for the first financial year shall be payable **by Lessee to Lessor from the date of Principal Lease Agreement** 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 (Due Date). Service tax and all other taxes, duties, cess and other Government levies applicable on such transaction shall be reimbursed to the Lessor (SPPD) by the Lessee (SPD) within 7 days from the date of issue of bill by Lessor (SPPD).

4.3 **Taxes & Duties**

Lessee shall be responsible for payment of all Taxes & Duties from time to time 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 24% 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) **Letter of Credit (LC)**

5.1 **Lessee** shall establish an irrevocable unconditional revolving Letter of Credit (LC) in favour of **Lessor** with a public sector / scheduled commercial bank within 30 days from the date of signing of this agreement. The LC shall cover annual lease rent payable to **Lessor** for the next financial year. Failure of **Lessee** to open the LC as stated above invalidates this agreement.

5.2 The LC shall be established for a minimum period of one year and shall be renewed annually for the amount equal to annual lease rent for the subsequent financial year as specified in Schedule “2”+ applicable service tax. Lessee shall ensure that LC remains valid at all times during the entire/extended validity period of this Agreement. LC shall be renewed not later than 30 days prior to expiry of existing LC.

5.3 LC shall specify the manner and dates when bill(s) can be presented to Bank by **Lessor**. The bills so presented by **Lessor** to the Bank shall be promptly paid on their presentation.

- 5.4 All costs relating to opening and maintenance and negotiation of LC shall be borne by the Lessee.
- 5.5 In case of drawal of the LC amount by **Lessor** in accordance with the terms of this Article, the amount of LC shall be reinstated automatically not later than 7 days from such drawal. **Lessee** shall arrange to furnish to **Lessor** a certificate to this effect from Bank(s) providing LC.

6) Right to regulate the common facilities

In the event LC is not reinstated within 7 days from the date of its expiry/drawal, **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 Sub Lease Agreement.

7) Terms & Conditions of Sub Lease

- 7.1 The **Lessor** shall handover vacant possession of the property as at Schedule "1" to the **Lessee** situated at Vallur, Ballasamudra, Tirumani, Rayacharlu and Kyataganacharlu Villages of Nagalmadike Hobli, Pavagada Taluk of Tumkur District of Karnataka State.
- 7.2 The **Lessee** shall acknowledge and confirm that it has been handed over unrestricted, absolute, vacant and peaceful physical possession of the property as at Schedule "1", on an exclusive basis by the **Lessor**.
- 7.3 The **Lessee** shall use the property as at Schedule "1" for Solar power project only and shall not use or sub-lease this lease except for the said purpose mentioned under this Land Sub Lease Agreement.
- 7.4 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 The **Lessee** shall provide the required fire-fighting arrangements as per the requirements of such power plants/facilities/buildings.
- 7.6 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 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 The **Lessee** shall be entitled to use the property as at Schedule “1” 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 property as at Schedule “1” during the tenure of the lease).
- 7.9 The **Lessee** hereby agrees that they shall not do any act, which is destructive or permanently injurious to the property as at Schedule “1” and degrades its commercial value.
- 7.10 The **Lessee** agree to maintain the said property as at Schedule “1” 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 The Lessee shall permit the authorised officials of **Lessor** at all times to enter upon the property as at Schedule “1” aforesaid to view the condition and state thereof.
- 7.12 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 without affecting the performance of other SPDs. 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 without affecting the performance of other SPDs and do any work on the land which, in the opinion of the **Lessor**, is necessary for such purposes.
- 7.13 The **Lessee** shall follow the instructions given by the competent authority/ Revenue Department/ **Lessor** from time to time.
- 7.14 To observe and perform all the terms, covenants and conditions contained in the said deed of lease to the extent and so far as they are applicable to the schedule land as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the said terms, covenants and conditions.

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/**other lenders**, prior permission of **Lessor** shall be obtained in writing. However such mortgage shall not affect the rights and powers of **Lessor** under this Agreement.

- 9) The Lease period of 28 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 Karnataka.
- 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 will ensure that all Solar PV modules from their plant are disposed off in accordance with the e-waste (Management and Handling) rules, 2011 notified by Government of India and as revised and amended from time to time.

11) **Termination**

Provided always that, if there be any breach of any of the terms and conditions and covenants herein contained or in the Implementation Support Agreement on the part of the Lessee, **Lessor** shall have the right to re-enter into 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.

- 12) In the event of termination of the Land Sub Lease Agreement and/or Implementation Support Agreement due to breach by Lessee, the **Lessee** shall, within sixty (60) business days following the termination date, remove all property and fixtures belonging to Lessee from the Site duly making payment of compensation equivalent to annual lease rent as specified in Schedule "2" for the subsequent financial year along with applicable service tax to Lessor. If the Lessee fails to remove the fixtures or buildings etc or fails to make payment of compensation as above, 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 and the Lessor shall have the right to encash the Letter of Credit submitted by Lessee in accordance with Article 5 without prejudice to the other rights of Lessor under this Agreement.

For avoidance of doubt, if Lessor serves notice for termination in FY 2017-18, the Lessee shall pay annual lease rent prescribed for the FY 2018-19 as compensation

and thereafter shall remove all property and fixtures belonging to Lessee from the Site.

13) 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 resolve such dispute amicably. If the parties fail to resolve the Dispute amicably within (30) days from the later dates mentioned in 13.1(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 i.e Karnataka Electricity Regulatory 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., Additional Chief Secretary to Government, Energy Department, Government of Karnataka and the award passed shall be binding on both the parties. The place of Arbitration shall be Bengaluru.

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 Karnataka.

14) 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 with an acknowledgement due to the other parties to the last known place of business.

15) Governing Law

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

16) 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.

17) 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.

SCHEDULE “1”

Sl.No.	District	Taluk	Hobli	Village	Survey No.	Extent (Acres)
1.	Tumkur	Pavagada	Nagalmadike			
	Total Extent (Acres)					

SCHEDULE “2”

Annual Lease Rent for 2000MW Pavagada Ultra Mega Solar Park

Financial Year	Annual Lease Rent payable by Lessee to Lessor in INR) per MW excluding service tax
1	Rs. 1,20,000/- (Rs. One Lakh Twenty Thousand Only)
2	Rs. 1,20,000/- (Rs. . One Lakh Twenty Thousand Only)
3	Rs.1,26,000/- (Rs. . One Lakh Twenty Six Thousand Only)
4	Rs.1,26,000/- (Rs. . One Lakh Twenty Six Thousand Only)
5	Rs.1,32,000/- (Rs. One Lakh Thirty Two Thousand Only)
6	Rs.1,32,000/- (Rs. One Lakh Thirty Two Thousand Only)
7	Rs.1,38,000/- (Rs. One Lakh Thirty Eight Thousand Only)
8	Rs.1,38,000/- (Rs. . One Lakh Thirty Eight Thousand Only)
9	Rs.1,44,000/- (Rs. One Lakh Forty Four Thousand Only)
10	Rs.1,44,000/- (Rs. One Lakh Forty Four Thousand Only)
11	Rs.1,50,000/- (Rs. One Lakh Fifty Thousand Only)
12	Rs.1,50,000/- (Rs. One Lakh Fifty Thousand Only)
13	Rs.1,56,000/- (Rs. One Lakh Fifty Six Thousand Only)
14	Rs.1,56,000/- (Rs. One Lakh Fifty Six Thousand Only)
15	Rs.1,62,000/- (Rs. One Lakh Sixty Two Thousand Only)
16	Rs.1,62,000/- ((Rs. One Lakh Sixty Two Thousand Only)
17	Rs.1,68,000/- (Rs. One Lakh Sixty Eight Thousand Only)
18	Rs.1,68,000/- (Rs. One Lakh Sixty Eight Thousand Only)
19	Rs.1,74,000/- (Rs. One Lakh Seventy Four Thousand Only)
20	Rs.1,74,000/- (Rs. One Lakh Seventy Four Thousand Only)
21	Rs.1,80,000/- (Rs. One Lakh Eighty Thousand Only)
22	Rs.1,80,000/- (Rs. One Lakh Eighty Thousand Only)
23	Rs.1,86,000/- (Rs. One Lakh Eighty Six Thousand Only)
24	Rs.1,86,000/- (Rs. One Lakh Eighty Six Thousand Only)
25	Rs.1,92,000/- (Rs. One Lakh Ninety Two Thousand Only)
26	Rs.1,92,000/- (Rs. One Lakh Ninety Two Thousand Only)
27	Rs.1,98,000/- (Rs. One Lakh Ninety Eight Thousand Only)
28	Rs.1,98,000/- (Rs. One Lakh Ninety Eight Thousand Only)

Note: Along with the above annual lease rent, Lessee shall also pay applicable service tax, duties, cess etc as imposed by Central/State Govts., from time to time to Lessor in accordance with Article 4.

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

SIGNED AND DELIVERED
By the “Lessor”

SIGNED AND DELIVERED
By the “Lessee”

Sign:Sign:

Name:

Authorized Signatory

Name:

Authorized Signatory

Witnesses:

In the presence of:

1.

2.

In the presence of:

1.

2.