

CORRIGENDUM NO. 6 DATED: 24.09.2024
TO
BIDDING DOCUMENT

TENDER NO.: 01/TUSCO/Jhansi Solar Project /RFS /2024

Subject: “Selection of SPDs for Setting Up 600 MW Grid Connected Solar PV Power Projects on Build Own Operate basis in Jhansi Solar Park, Uttar Pradesh”. Tender No. 01/TUSCO/Jhansi Solar Project /RFS /2024 – (Tender ID: 2024_THDC_822311_1)

This is to inform all the concerned that the following clarifications/amendments have been made in the subject bid:

1	GST and PAN Details of TUSCO Limited	PAN - AAICT0920F GSTIN – 09AAICT0920F1ZI
2	Format 7.12 for Declaration of PPA(s)/PSA(s)/Bi-Lateral arrangements	Format 7.12 has been enclosed for declaration by Bidder(s).
3	Regarding consideration of Insurance Surety Bonds as Security Instruments	Insurance Surety Bond may be considered as Security Instrument (Format is enclosed)
4	Implementation Service Agreement	Updated Document is enclosed
5	Land Right to Use Agreement	Updated Document is enclosed

All other terms & conditions of the tender shall remain unchanged.

The complete Tender Document is available on Central Public Procurement (CPP) Portal Website: <https://eprocure.gov.in/eprocure/app>.

Subsequent Clarification /Amendment/ Corrigendum, if any, shall be uploaded on the above website only.

AGM (C&MM)
TUSCO Limited, 4th Floor UPNEDA Bhawan
Vibhuti Khand Gomti Nagar, Lucknow,
Uttar Pradesh (India),
E-mail: tusc solar@thdc.co.in

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Format 7.12

Format for Declaration for PPA(s)/PSA(s)/Bi-lateral arrangements

(as defined in RFS - 01 /TUSCO/Jhansi Solar Project/RFS /2024)

Ref.No. _____ Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium) _____

To
CEO,
TUSCO Limited,
4th Floor, UPNEDA Bhawan,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: +91 522 3515962, Email: tuscosolar@thdc.co.in;

Sub: Response to RfS No. dated for Selection of Solar Power Developers for Setting up of 600 MW Grid Connected Solar PV Power Projects on Build-Own-Operate basis in Jhansi Solar Park, Uttar Pradesh.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ under Jhansi Solar Park, Uttar Pradesh and that our organisation has secured PPA(s)/PSA(s)/Bi-lateral arrangements details of which are furnished in the following manner and we are committed to serve such requirement of power from Solar Projects at Jhansi Solar Park.

Sl.No.	Parameter	Details
1.	PPA(s)/PSA(s)/Bi-lateral arrangements available (Yes/No)	
2.	Organization(s) with which such PPA(s)/PSA(s)/Bi-lateral arrangements exit.	
3.	Quantum of power of such PPA(s)/PSA(s)/Bi-lateral arrangements (MW)	
4.	Type of PPA(s)/PSA(s)/Bi-lateral arrangements (Discoms/CTU/STU/Captive user/Merchant/other) In case of other, kindly clarify	
5.	Term of such PPA(s)/PSA(s)/Bi-lateral arrangements (years)	
6.	SCSD as defined in PPA(s)/PSA(s)/Bi-lateral arrangements	
7.	Tariff for PPA(s)/PSA(s)/Bi-lateral arrangements (Rs /kWh)	

Note: Enclosures in support of above and additional remarks/details in this regard are enclosed separately.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LoA has been issued or agreements/contracts has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/
Board Resolution/ Declaration.

Format 7.3A (ISB)

Format of Insurance Surety Bond for Earnest Money Deposit
(as per RFS - 01 /TUSCO/Jhansi Solar Project/RFS /2024)
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date: _____

(Name of Contract)

To: (Name and address of Employer)

WHEREAS In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS for setting up Solar PV Power Projects of the cumulative capacity of..... MW [Insert cumulative Project capacity proposed] for supply of power there from, in response to the RfS No.dated..... issued by TUSCO Limited (hereinafter referred to as TUSCO Ltd.) considering such response to the RfS of[Insert the name of the Bidder] as per the terms of the RfS, the[Insert name & address of Surety] hereby agrees unequivocally, irrevocably and unconditionally to pay to TUSCO Ltd. at [4th Floor, UPNEDA Bhawan, Vibhuti Khand, Gomati Nagar, Lucknow-U.P.] forthwith without demur on demand in writing from TUSCO Ltd or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Insert amount not less than that derived in line with Clause 10 of the RfS], only, on behalf of M/s [Insert name of the Bidder].

KNOW ALL PERSONS by these present that We (name of Insurance Company) of (address of Insurance Company) (hereinafter called “the Surety”), are bound unto TUSCO Limited (a Joint Venture between THDCIL and UPNEDA) (hereinafter called “the Employer/SPPD/Bidding agency”) for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

- a) Surety agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from TUSCO Ltd. within the validity period of this letter as specified herein;
- b) The commitment of Surety, under this Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between Surety or its constituents notwithstanding any dispute that may be raised by the Bidder against TUSCO Ltd.;
- c) The liability of Surety continues to be valid and binding and shall not be terminated, impaired and

discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

d) The liability of Surety shall continue to be valid and binding and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (TUSCO Ltd. and Bidder), subject to the however to the maximum extent of amount stated herein and Surety is not liable to any interest or costs etc.;

e) This Surety Bond can be invoked either partially or fully, till the date of validity;

f) Surety agrees that it shall not require any proof in addition to the written demand by TUSCO Ltd. made in any format within the validity period. Surety shall not require TUSCO Ltd. to justify the invocation of the Surety Bond against the Bidder, to make any claim against or any demand against the Bidder or to give any notice to the Bidder;

g) The Surety Bond shall be the primary obligation of Surety and TUSCO shall not be obliged before enforcing the Surety Bond to take any action in any court or arbitral proceedings against the Bidder/SPV/SPD/SPG;

h) Neither TUSCO Ltd. is required to justify the invocation of this Surety Bond nor shall Surety have any recourse against TUSCO Ltd. in respect of the payment made under letter of undertaking;

Notwithstanding anything contrary contained anywhere in this Surety Bond or in any other documents, this Surety Bond is and shall remain valid up to..... and Surety Bond shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs and Surety shall in no case, be liable for any interest, costs, charges and expenses and Surety's liability in no case will exceed more than the above amount stipulated.

We undertake to pay to TUSCO Ltd. up to the above amount upon receipt of its first written demand, without TUSCO Ltd. having to substantiate its demand, provided that in its demand TUSCO Ltd. will mention that the amount claimed by it is due, owing to the occurrence of any condition as per terms of RFS and the Bid document, which entails invoking the EMD/Bid security, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the.....(name of Insurance Company), as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id. Staff Authority No. of the officer of the Insurance Company /Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Employer (Name of Employer) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

Format 7.3 B (ISB)

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(as per RFS - 01 /TUSCO/Jhansi Solar Project/RFS /2024)

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the TUSCO Ltd. (hereinafter referred to as the 'SPPD/Employer/Bidding agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[Selected Bidder/SPD's Name] with its Registered/Head Office at (hereinafter referred to as the 'SPD', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the selected SPD resulting in a agreements/contracts to be entered into, for setting up Solar Project for generation of power at Jhansi Solar Park [from selected Solar Power Developer or a Project Company, M/s ---- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the SPD having agreed to provide a Performance Guarantee for the faithful performance of the entire Contract equivalent to(*) of the said value of the aforesaid work under the Contract to the Employer.

We[Name & Address of the Insurance Company]having Head Office at..... (hereinafter referred to as the 'Surety, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake unequivocally, irrevocably and unconditionally to pay the Employer, as per the terms of the RfS and Bid documents, on demand in writing from Employer or any Officer authorized by it in this behalf, any and all monies payable by the SPD up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer / Project Company] without any demur, reservation, contest, recourse or protest and/or without any reference to the SPD.

Any such demand made by the Employer on the Surety shall be conclusive and binding notwithstanding any difference between the Employer and the SPD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till(+) [days/month/year] whichever is earlier.

The commitment of Surety, under this Surety Bond will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between Surety or its constituents notwithstanding any dispute that may be raised by SPD against TUSCO Ltd.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Surety under this guarantee, from time to time to extend the time for performance of the Contract by the SPD. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SPD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the SPD or any other course or remedy or security available to the Employer.

The Surety shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Surety.

The Surety Bond can be invoked either partially or fully, till the date of validity. The Surety agrees that it shall not require any proof in addition to the written demand by TUSCO made in any format within the validity period. Surety shall not require TUSCO Ltd. to justify the invocation of the Surety Bond against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;

The Surety declares that this Insurance Surety Bond is issued by the (Name of Insurance Company), as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the SPD and notwithstanding any security or other guarantee the Employer may have in relation to the SPD's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed..... (*).....
- ii) This Insurance Surety Bond shall be valid upto..... (+).....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if TUSCO Ltd. serves upon Surety a written claim or demand on or before..... (@).....

Dated thisday of20__.....at.....

WITNESS

..... (Signature).....

(Signature)

..... (Name).....

(Name)

..... (Designation with Stamp of Insurance Company/with staff Authority no.)

Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes:

1. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

2. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of SPD) under registered post (A.D.). The SPD can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

Implementation Service Agreement

For

Setting Up MW Project at 600 MW
Jhansi Solar Power Park At
.....Tehsil..... in U.P.

Between



TUSCO Limited

&

.....

Implementation Service Agreement between TUSCO Ltd and

This Implementation Service Agreement is made on the day of 2024 at Lucknow.

Between

TUSCO Limited, a company incorporated under the laws of India (CIN: U40106UP2020GOI134504), having its registered office on the Fourth floor, UPNEDA Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh, India- 226010 (hereinafter referred to as ‘**Solar Power Park Developer**’ or ‘**SPPD**’ or ‘**TUSCO**’ or ‘**TUSCO Ltd.**’, which expression shall, unless repugnant to the context thereof, include its permitted successors, nominees, assigns and legal representatives), of the **First Part**, through Mr./Ms. [•], who is duly authorized by the SPPD *vide* a board resolution issued by its board of directors on [•] (date), to execute this agreement on behalf of the SPPD.

AND

....., a company (CIN:) incorporated under Section ... of the Companies Act, and having its registered office at (hereinafter referred to as the Solar Project Developer or SPD, which expression shall, unless repugnant to the context thereof, include its permitted successors, nominees, assigns and legal representatives), of the **SECOND PART**, through Mr./Ms. [•], who is duly authorized by the SPD *vide* a board resolution issued by its board of directors on [•] (date), to execute this agreement on behalf of the SPD.

(TUSCO Ltd. and SPD are hereinafter individually referred to as the “**Party**” and collectively as “**Parties**”)

WHEREAS

MNRE has allotted 2000 MW of Solar Projects (UMREPPs) to THDCIL to be developed in the state of Uttar Pradesh through a JV. A Memorandum of Understanding between THDCIL and UPNEDA for formation of JV was signed on 06.08.2020. The Joint Venture Company between THDCIL and UPNEDA has been registered as “TUSCO Limited” on 12.09.2020. MNRE accorded in-principle approval to TUSCO Ltd on 13.10.2020 for setting up of Solar Projects (of 600 MW Jhansi and 600 MW Lalitpur) under Mode-8 of MNRE scheme issued vide OM No. 320/07/2019-NSM. MNRE, under same scheme, subsequently accorded in principle approval on 18.08.2021 for setting up of 800 MW Solar Project in Mau, Distt. Chitrakoot, Uttar Pradesh.

TUSCO Ltd. has floated a tender for selection of solar project developer(s) for setting up 600 MW grid connected solar PV power projects on build-own-operate basis in Jhansi Solar Park, Uttar Pradesh. Vide RFS No: 01 /TUSCO/Jhansi Solar Park/RFS /2024 Dated: 21.08.2024. had participated in the same and was discovered as successful bidder post the bidding process.

AND WHEREAS in furtherance of the above, TUSCO Ltd., issued a Letter of Award (“**LoA**”) vide letter no. dated and intimated of the capacity awarded accorded by TUSCO. In this regard, vide letter no. dated conveyed its acceptance on the matter.

AND WHEREAS TUSCO Ltd. shall hand over requisite land on right to use basis on payment of land lease rent, for MW Solar Power Project to for a period of 25 years with provision for further extension on mutually agreed terms as per provision of GoUP, GoI.

AND WHEREAS pursuant to the same, land right to use agreement has been executed between TUSCO Ltd. and UPNEDA on for acres of Government land (details of which are enclosed....) in Villages, Garautha Tehsil, Jhansi District for setting up theMW Solar Power Park and vide letter no..... dated the Government land has been provided to TUSCO Ltd on Right to use basis.

AND WHEREAS under the Land Right to Use Agreement dated executed between TUSCO Ltd. and SPD, for development of MW Solar Project, land admeasuring acres in possession of TUSCO LTD, for setting up the said 600 MW Solar Park at was handed over to the SPD on right to use basis for the development of the said 600 MW solar power park (“**Land**”)

AND WHEREAS TUSCO LTD, after considering the expenditure for development of Infrastructure in respect of the Jhansi Solar Power Park, will collect one-time Solar Power Park development expenses towards capital cost for Infrastructure such as Internal Power Evacuation Infrastructure (33/220 kV Pooling substation & Transmission Lines), Roads, Admin Building, Water Supply, Drainage System, Boundary fence, Security, preliminary Land development etc. in respect of the Jhansi Solar Power Park from the SPD. Further, all applicable taxes, duties, cess and other Government levies as applicable shall also be payable by SPD.

AND WHEREAS TUSCO LTD. will also charge one-time land lease charges towards advanced payment made to land owners, along with all applicable taxes, duties, cess and other Government levies from SPD.

AND WHEREAS TUSCO LTD. will additionally charge Annual Park Charges with all applicable taxes, duties, cess and other Government levies from SPD.

AND WHEREAS TUSCO LTD. will additionally charge annual lease rent along with all applicable taxes, duties, cess and other Government levies from SPD.

NOW therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

1. Article 1: Definitions and Interpretations 1.1 Definitions

In this Agreement, unless expressly specified to the contrary, the following words and expressions shall have the respective meanings set forth below:

a) "Act" or "Electricity Act" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitutions from time to time.

b) "Agreement" shall mean this Implementation Service Agreement made between "TUSCO LTD." and the “SPD ”

c) "Company" shall mean a body corporate incorporated in India under the Companies Act, 2013, which expression shall unless be repugnant to the context or meaning hereof be deemed to mean & include its successors in business and assignees.

d) "STU" shall mean the State Transmission Utility as defined under sub-section 1 of Section 39 of the Indian Electricity Act 2003.

e) "Demised Premises" shall mean all that piece of leased land admeasuring acres as detailed in Land Right to Use Agreements and its annexures in Tehsil..... District of Uttar Pradesh state, delineated on the plan annexed as Annexure-I to the Land Right to Use Agreement, together with all rights, liberties,

privileges, easement advantages and appurtenances, whatsoever thereto belonging or in any manner appurtenant thereto or usually held or occupied therewith or reputed to belong or be appurtenant thereto except and reserving unto TUSCO LTD. all mines and minerals in and under such premises.

f) "interconnection point" or "point of connectivity" means the interface point or point(s) at which generating plant / electrical plant and / or electric line (including inter-connection facilities) of the applicant or the intra-State transmission licensee (other than the State Transmission Utility) is connected to the intra-State transmission system.

g) "Delivery point" shall mean the physical point of grid where delivery of power, in terms of the PPA, along with metering shall be done.

h) "Metering point" shall mean the point as per Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code and Availability Based Tariff as amended and revised from time to time or as notified by the State/Central Transmission Utility (as defined in the Act).

i) "Pooling Substation" shall mean 33kV/220kV Substation where Solar projects shall be connected and evacuated to the grid substation.

j) "Grid Substation" or "GSS" shall mean 220/400 kV STU Substation at tehsil.

k) "Solar Park" shall mean concentrated zone of development of solar power generation projects and provides an area that is well characterized with proper infrastructure including power evacuation and access to amenities. Solar Park will also facilitate solar project developers by reducing the number of required approvals;

l) "SPD" or "Solar Project Developer" shall mean

m) "STU" or "State Transmission Utility" shall mean Uttar Pradesh Power Transmission Corporation Limited.

1.2 Interpretations

In this Agreement, unless the context otherwise requires:

1.2.1 Any reference to a statutory provision shall include such provisions as is from time to time modified or re-enacted or consolidated so far such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into here under.

1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

1.2.3 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

1.2.4 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.

1.2.5 The terms used in this Agreement, unless as defined above or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003

and the rules or regulations framed there under, including those issued/ framed by the Appropriate Commission, as amended or re-enacted from time to time.

2. Article 2: Term of the Agreement

2.1 Effective Date

This Agreement shall come into effect from, the date of signing of this agreement and such date shall be referred to as the Effective Date.

2.2 Term of Agreement

This Agreement, subject to Article 2.3 and unless terminated earlier by either Party in accordance with the terms and conditions set forth herein, shall remain in force (“the Term”) from the Effective date up to the expiry of the life of the Jhansi Solar Park including de-commissioning i.e.,

2.3 Renewal of Agreement

This Agreement may be extended for a further period on mutually agreed terms & conditions and as per provisions of GoUP, GoI, for which request shall be made by SPD at least one hundred eighty (180) days prior to the expiry of Term.

3. Article 3:

Obligations of TUSCO Ltd.

3.1 Approvals: TUSCO Ltd. shall obtain all necessary statutory and non-statutory clearances required for developing and maintaining the Solar Park .

3.2 Declaration by TUSCO Ltd.

a) TUSCO Ltd. declares that, to the best of its knowledge, it has got full rights and authority to give the right to use of the Demised Premises unto the SPD for the lease duration for development of the Jhansi Solar Power Park and to execute this Agreement in favor of the SPD.

b) TUSCO Ltd. has not been restrained either under Income Tax Act, 1961 or any other statute for the time being in force from dealing with or disposing of the Demised Premises or any part thereof in any manner.

3.3 Infrastructure facilities by TUSCO Ltd.

TUSCO Ltd. shall provide infrastructure facilities to the SPD as per following details.

a) Hand over acres land/Land for the Jhansi Solar Power Park.

b) Set up 2 Nos. 33/220 kV Pooling Substations of capacity..... MW and MW.

c) Km circuit 220kV transmission line from Pooling Substation to 220/400kV STU grid Substation for the evacuation of power from MW Jhansi Solar Power Park .

d) One water point per 50 MW capacity for extracting water.

e) Obtaining STU Grid Connectivity.

f) Peripheral access/ approach roads for the Jhansi Solar Power Park .

- g) Fencing of the Solar Park .
- h) Security gates and cabins
- i) Weather monitoring Station
- j) Admin Building

3.3.1 Internal Power Evacuation Infrastructure

TUSCO Ltd. shall construct, commission, operate and maintain 33/220 kV Pooling Substation and 220 kV Transmission Lines (except inter-connection facilities) to connect the Pooling Substation with STU Grid Substation. Inter-connection facilities shall be operated and maintained by STU in line with UPERC Guidelines.

3.3.2 Approach Road, Access Road, Internal Roads

The existing bituminous Public Works Department ('PWD') roads passing through the Project site are also entitled to use for development of the project. Accordingly, TUSCO Ltd. shall strengthen the PWD approach roads and any damages occurred to these roads during construction shall be repaired by SPD at their own cost.

Additionally, TUSCO Ltd. shall also construct and maintain the access roads to the Park and PSS.

The other internal access roads within the plot shall have to be designed, constructed and maintained by SPD at its own cost.

3.3.3 Lighting:

Adequate street lighting arrangement along the roads developed by TUSCO Ltd., Lighting within Pooling Substation area shall be provided and maintained by TUSCO Ltd.

Necessary lighting arrangement within the Project boundary shall be provided and maintained by SPD at its own cost

3.3.4 Water Supply

a) TUSCO Ltd. shall provide single water point for each 50 MW capacity and SPD shall develop suitable water extraction, distribution, treatment, storage and supply system including metering arrangements to utilize the ground water sources available inside the project area.

b) As per MNRE guidelines, it is proposed that water @ 5.5 KL /MW/ Month so as to complete one cleaning cycle every month as may be required (so as to complete one cleaning cycle). SPD shall extract water as per extant guidelines of Govt. Authorities

c) Any invoice raised from the Govt. Authorities for water usage along with applicable levies, tax, cess, duties, etc. shall be forwarded by TUSCO Ltd. to SPD for prompt payment as per applicable Govt. rates.

3.3.5 Drainage System

TUSCO Ltd. shall develop, strengthen, construct and maintain central drainage system, whereas, all internal drainage shall be developed & maintained by SPD, SPD may

connect their internal project drains to the existing road drains or drainage developed by TUSCO Ltd.

4. Article 4: Obligations of SPD

4.1 Observance of Law

The SPD shall undertake to establish, construct and operate the Jhansi Solar Power Project in accordance with applicable laws, the Grid Code, relevant Guidelines of UPERC/CERC/CEA/MNRE/MoP and other relevant authorities, the terms and conditions of this Agreement and prudent utility practices.

4.2 Permissions and Clearances

The SPD shall obtain and renew, if necessary, at its own cost and risk, all necessary permissions, approvals, licenses, No-objection certificates and permits for the Solar Power Project and shall pay all license and other levies, cess and taxes in respect of the Demised Premises by reason of their being used the same for the purpose as specified in this Agreement and to observe and comply with all local, police, municipal laws and/or policies and rules and regulations in connection with such use. TUSCO Ltd. will sign all such documents and make all such applications as may be reasonably required of TUSCO Ltd. at the cost of SPD for enabling SPD to obtain all necessary permissions, licenses and/or approvals for constructing, repairing, running and/or maintaining the Plant.

4.3 Use of Demised Premises for Other Purposes

a) SPD shall use the Demised Premises and every part thereof only for the purpose of constructing, maintaining and running the Solar Power Project and matters connected therewith and shall not use the Demised Premises or any part thereof for any other purpose.

b) SPD shall be the owner of the plant and buildings constructed by it on the Demised Premises and the equipment, machinery, furniture, fixtures and/or all moveable assets installed therein.

c) SPD shall construct the Solar Power Project including the buildings, structures required for the Solar Power Project as per their own plans in the demised premises. However, SPD shall submit the plans/drawings to TUSCO Ltd. for its scrutiny remarks and approval to ensure that buildings & structures shall not create any obstruction to the neighboring plots.

d) SPD shall not build, construct, demolish or erect or make any alterations and/or additions to the Plant and/or any building or any structure on the Demised Premises or any variation or user of any portion thereof unless and until specifications, plans, elevations, sections and details thereof are submitted by the SPD to TUSCO Ltd. for its scrutiny and approval to ensure that the above alterations/additions to buildings/structures will not create problems to Solar power Projects or other establishments in the neighboring plots and are in line with Land Right to Use Agreement.

e) SPD shall not make any excavation upon any part of the Demised Premises or remove any stone, sand, gravel, clay, earth or material there from except for the construction of the Solar Power Plant.

4.4 Mortgaging

a) SPD shall not transfer, assign, let, underlet, sublet, license, mortgage, charge, encumber or part with the possession of the Demised Premises or any part thereof or any interest therein without prior permission of TUSCO Ltd.

b) For the purpose of constructing the infrastructure/plants/buildings/structures etc. pertaining to the Plant on the Demised Premises, if the SPD intends to avail loan from a bank or other financial institutions by mortgaging their lease hold interest in the Demised Premises in favor of such bank or institution, prior permission of TUSCO Ltd. shall be obtained. However, such mortgage shall not affect the rights and obligations of TUSCO Ltd. under this Agreement. TUSCO Ltd. shall extend all necessary support under the law, provisions and guidelines to SPD to achieve bankability.

4.5 Right of Access to TUSCO Ltd. / Other authorities

TUSCO Ltd. and/or the authorized persons of TUSCO Ltd. shall have the right to access into Demised Premises, with prior intimation to the SPD, for the purpose of discharging its obligations including inspection to ensure compliance of terms and conditions of this agreement by SPD.

4.6 Right of TUSCO Ltd. to Audit

SPD shall permit conducting of a technical audit if TUSCO Ltd. so deems necessary to confirm whether the SPD has been in due compliance of all the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices. The SPD shall also ensure that answer to any query raised in this technical audit and/or any document/information required by the auditor is provided within reasonable time.

4.7 Metering

Metering point for invoice shall be the point designated in the PPA/PSA/Bi-lateral arrangement signed between SPD and Procurer, where the Power from the Solar Power Project is injected into the 220 kV side of grid Sub-Station of UPPTCL. Metering infrastructure shall also be made at the 33/220 kV Pooling Substation (220 kV side) and interconnection point (220 kV side) at the 220/400 kV grid Sub-Station to determine the quantum of power generation from MW solar project. The Metering and connected equipment at 220 kV side of PSS shall be provided by TUSCO Ltd, the same at 220 kV side of GSS shall be installed & maintained by STU. Any other metering infrastructure may be installed, operated, maintained by SPD at their own cost. SPD shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) regulations, 2006 and Amendments and Technical Standard for Connectivity to the Grid Regulations 2007, Uttar Pradesh Electricity Regulatory Commission (Grant of Connectivity to intra-State Transmission System) Regulations, 2010, the Grid Code, etc. as amended from time to time.

4.8 Insurance

During the term of the Agreement, SPD shall ensure that the Solar Power Plant including all the buildings, structures erected on the Demised Premises are insured at its own cost against any loss or damage. The responsibilities of insurance pertaining to Pooling Substation and other infrastructures of TUSCO Ltd. shall lie with TUSCO Ltd.

4.9 Fire Safety

SPD shall establish and maintain its own firefighting and safety equipment for the Solar Power Plant and equipment as per hazard classification in accordance with the law, to

avoid/minimize the loss/damage of property/equipment in case of fire. TUSCO Ltd. shall establish and maintain firefighting and safety equipment in accordance with the law for Pooling Substation and shall not be held responsible for any loss/damage of property/equipment of SPD due to fire accidents.

5.0 Article 5: Transmission and Evacuation of power from Solar Park

5.1 Pooling Substations & Internal Transmission Line: TUSCO Ltd. shall construct, commission, operate and maintain 33/220 kV Pooling Substation and 220 kV Transmission Lines (except inter-connection facilities at GSS) to connect the Pooling Substation with STU Grid Substation. Inter-connection facilities shall be operated and maintained by STU in line with UPERC Guidelines.

5.2 Inter-connection of solar projects with pooling stations

SPD will interconnect its solar project through the 33 kV lines from Project to 33kV incomer bays of 33/220 kV Pooling sub-station.

5.3 Inter-connection point

“Inter-connection point shall be the point at 220kV Bus of 220/400/765 kV STU Grid Substation at where the Power from the Solar Power Project is injected into the STU GSS. Metering infrastructure shall be provided at this interconnection point by STU along with subsidiary meters at 220kV side of the 33/220 kV Pooling Substation by TUSCO Ltd. to determine the generation of solar project. Any other The Metering and connected equipment shall be provided by SPD at their cost. SPD shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) regulations, 2006 and Amendments and Technical Standard for Connectivity to the Grid Regulations 2007, Uttar Pradesh Electricity Regulatory Commission (Grant of Connectivity to intra-State Transmission System) Regulations, 2010, the Grid Code, etc. as amended from time to time.

6.0 Article 6: Payment Terms

6.1 One-time Solar Park Development Expenses

One-time Solar Power Park Development Expenses, towards capital cost for land development and for providing various common Infrastructure such as Internal Transmission lines, Roads, etc of Rs.....lakhs/MW (Rupeesonly per MW) shall be paid by SPD to TUSCO Ltd. Both the parties agree that incase of any revision of the above mentioned charges, suitable adjustments will be made as mutually agreed between the parties. All applicable taxes on such transaction shall be paid extra to TUSCO Ltd. by SPD, within 15 days from the date of issue of bill by TUSCO Ltd. Additional payments as per applicable Govt. rate if any for the belated payment of all taxes due to non-receipt of the same from SPD shall be borne by SPD.

6.2 Annual Park Charges

Annual operation and maintenance charges for maintaining the infrastructure pertaining to the Solar Park infrastructure such as Transmission facilities, Establishment charges, various overheads including applicable statutory taxes etc. shall be paid by SPD to TUSCO Ltd. based on the demand raised by TUSCO Ltd. as per the provision of this agreement. Annual park charges of Rs. Lakhs/MW (Rupees Only per MW) including land lease charges calculated as per Detailed Project Report (‘DPR’), for MW per annum in the first year which is escalated annually at the

rate of% (..... percent) shall be payable by SPD on or before 30th April at the beginning of each financial year during the agreement period. Both the parties agree that in case of any revision of the above mentioned charges, suitable adjustments will be made between the parties. First year annual O&M charges shall be payable by SPD on pro-rata basis within 30 days from the date of raising of Invoice. All applicable taxes on such transaction shall be paid extra to TUSCO Ltd. by SPD within 15 days from the date of issue of invoice in respect of the same by TUSCO Ltd. Additional payments as per applicable Govt. rate if any for the belated payment of all taxes due to non-receipt of the same from SPD shall be borne by SPD.

6.3 Charges for Water Supply

Water consumed by SPD shall be metered and charged as per the applicable Govt. rates. Charges for water supply shall be paid by SPD every month within 15 days from the date of issue bill by TUSCO Ltd.

6.4 Transmission Charges and Scheduling Charges

a) Transmission Charges and Scheduling Charges pertaining to this Project shall be paid by SPD as per the provision of the Power Purchase Agreement executed between SPD and Procurer. In case TUSCO Ltd. pays any Transmission Charges and Scheduling Charges on behalf of SPD 's MW Project, same shall be recovered from SPD.

b) All operational and commercial responsibilities of Solar Power Generator/SPD such as forecasting, scheduling, billing, deviation settlement etc. shall be under taken by SPD as per Indian Electricity Grid Code (IEGC) and CEA/SERC/CERC guidelines amended from time to time.

6.5 Taxes and Duties

a) TUSCO Ltd. shall be liable for payment of any taxes, duties, levies, cess whatsoever for discharging of its obligations. However, in case if TUSCO Ltd. is required to perform any obligations (Which was/is originally to be performed by SPD) on behalf of SPD, SPD shall reimburse all such payments whatsoever incurred by TUSCO Ltd. in discharge of such obligations.

b) The SPD shall bear and promptly pay all Taxes, assessed/ levied on the SPD as per the Law in relation to the execution of this Agreement.

7. : Dispute Resolution:

- i. The Parties shall mutually discuss and attempt to amicably resolve any/all differences or disputes between the Parties arising out of or in connection with this Agreement and endeavor shall be made to amicably resolve the dispute within 90 days.
- ii. 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, and in case of the SPD being a private entity/organization, the dispute shall be referred to and finally settled by way of arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time.
- iii. In addition to the above, if the the amount in dispute is less than INR [], the dispute shall be referred to and settled by a Sole Arbitrator, mutually appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The parties further agree that the arbitration commenced pursuant to such dispute shall be conducted in accordance with the

Fast Track Arbitration procedure set out under Section 29B of the Arbitration and Conciliation Act, 1996.

- iv. In case the amount in dispute is more than INR [], the dispute shall be referred to and settled by a panel comprising of 03 (three) arbitrators appointed in accordance with the Arbitration and Conciliation Act, 1996.
- v. The place of arbitration shall be Lucknow and the language to be used in Arbitration proceedings shall be English.

In the event of the SPD being a CPSE, government department/ organization, any dispute or difference between the Parties, arising out of/ in connection with this Agreement shall be taken by either Party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No: 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as amended from time to time). 8. **Indemnity:**

SPD hereby indemnifies and shall keep indemnified TUSCO Ltd. from and against all actions, demands, claims, liabilities, losses, damages, costs, expenses and other liabilities whatsoever brought against, suffered or incurred by TUSCO Ltd. resulting from or by reason of (i) any breach of any representation, warranty or covenant of SPD in this agreement and (ii) any breach, non-observance by SPD of any of its obligations under this Agreement.

9.: Amendment

This agreement may be amended or supplemented by a written agreement based on mutual discussions and consent between the Parties.

10. This Agreement shall be executed in duplicate and original copy shall be retained with TUSCO Ltd. and duplicate copy with SPD.

IN WITNESS WHEREOF the Parties hereto have executed this Implementation agreement as on the date written first herein above by the undersigned.

SIGNED AND DELIVERED

By the "TUSCO Ltd."

SIGNED AND DELIVERED

By the "SPD"

Witness:

Witness:

Witness:

Witness:

LAND RIGHT TO USE AGREEMENT

FOR

SETTING UP OF MW SOLAR PV
PROJECT AT TEHSIL GARAUTHA
JHANSI DISTRICT, UTTAR PRADESH

BETWEEN

TUSCO LIMITED

AND

.....

DATE:, 2024

This Agreement (hereinafter referred to as “**the Agreement**”) made on this Day of ... month 2024 at

BETWEEN

TUSCO Limited, a company incorporated under the laws of India (CIN: U40106UP2020GOI134504), having its registered office on the Fourth floor, UPNEDA Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh, India- 226010 (hereinafter referred to as ‘**Solar Power Park Developer**’ or ‘**SPPD**’ or ‘**TUSCO**’ or ‘**Lessor**’, which expression shall, unless repugnant to the context thereof, include its permitted successors, nominees, assigns and legal representatives), of the **FIRST PART**, through Mr./Ms. [•], who is duly authorized by the SPPD vide a board resolution issued by its board of directors on [•] (date), to execute this agreement;

AND

....., a company (CIN:) incorporated under Section ... of the Companies Act, and having its registered office at (hereinafter referred to as the ‘**Solar Project Developer**’ or ‘**SPD**’ or ‘**Lessee**’, which expression shall, unless repugnant to the context thereof, include its permitted successors, nominees, assigns and legal representatives) of the **SECOND PART** through Mr./Ms. [•] Who is duly authorized by SPD vide a board resolution issued by its board of directors on [•] , to execute this Agreement.

(TUSCO Ltd. and SPD are hereinafter individually referred to as the “Party” and collectively as “Parties”)

(Capitalized terms not defined in this Agreement shall have the same meaning as assigned to them under the RFS, ISA and Bid documents issued by TUSCO Ltd. and SPD in respect of the 600 MW Jhansi Solar Power Park in [•], District- [•] of Uttar Pradesh

WHEREAS

MNRE has allotted 2000 MW of Solar Projects/Ultra Mega Renewable Energy Power Parks (‘**UMREPPs**’) to THDCIL to be developed in the state of Uttar Pradesh through a JV. MoU between THDCIL and Uttar Pradesh New and renewable Energy Development Agency (‘**UPNEDA**’) for formation of JV was signed on 06.08.2020. The Joint Venture Company between THDCIL and UPNEDA has been registered as “TUSCO Limited” on 12.09.2020. MNRE accorded in-principle approval for setting up of Solar Projects (of 600 MW in Jhansi; and of 600 MW in Lalitpur under Mode-8 of MNRE scheme issued vide OM No. 320/07/2019-NSM) to TUSCO Ltd on 13.10.2020. MNRE, under same scheme, subsequently accorded in principle approval to TUSCO Ltd for setting up of 800 MW Solar Project in Mau, Distt. Chitrakoot, Uttar Pradesh on 18.08.2021.

AND WHEREAS TUSCO Ltd. has floated a tender for selection of solar project developer(s) for setting up 600 MW grid connected solar PV power projects on build-own-operate basis in Jhansi Solar Park, Uttar Pradesh. Vide RFS No: 01 /TUSCO/Jhansi Solar Park/RFS /2024 Dated: 21.08.2024. had participated in the same and was

discovered as successful bidder post the bidding process.

AND WHEREAS In furtherance to the above, TUSCO Ltd., issued Letter of Award (“LoA”) vide letter no. dated and has intimated of the capacity awarded accorded by TUSCO. In this regard, vide letter no. datedhas conveyed its acceptance on the matter.

AND WHEREAS pursuant to the aforesaid, land right to use agreement has been executed between TUSCO Ltd. and UPNEDA on [•] for [•] acres of Government land (details of which are enclosed [•]) in [•] Villages, Garautha Tehsil, Jhansi District for setting up the Jhansi Solar Power Park and *vide* letter no [•] dated [•] the said Government land has been provided to TUSCO Ltd. on right to use basis.

AND WHEREAS the Parties are also entering/have entered into the implementation Service agreement (**‘Implementation Service Agreement’**) for recording the terms and conditions with respect to the implementation of the project.

NOW therefore this agreement witnesseth as follows:

In consideration of the above, the parties hereby agree to sign the present agreement on mutually agreed terms and conditions contained hereinafter.

[•] acres of land (**‘Demised Premises’**)will be provided by TUSCO Ltd. to SPD for implementation ofMW Solar Power Project in JHANSI Solar Park, GARAUTHA Tehsil, Uttar Pradesh for useful life of the plant i.e. for a period up to June 2051 from..... with provision for further extension on mutually agreeable terms as may be agreed between the parties in writing and as per provisions of GoUP, GoI. It is further clarified that **“Demised Premises”** shall mean the leased land/Land admeasuring [•] acres in [•] Tehsil [•] District of Uttar Pradesh state, delineated on the plan annexed hereto as **Annexure-I** to this Agreement, together with all rights, liberties, privileges, easement advantages and appurtenances, whatsoever thereto belonging or in any manner appurtenant thereto or usually held or occupied therewith or reputed to belong or be appurtenant thereto; except and reserving unto TUSCO LTD. all mines and minerals in and under such premises.

TUSCO Ltd. on execution of the agreement will deliver vacant possession of above mentioned land to SPD immediately but not later than 30 days from the date of signing of this Agreement.

Lease Rent:

SPD shall pay one-time upfront land lease rent of per MW to TUSCO Ltd. towards advance lease rent payment to the owners and subsequently Annual Lease rent of Rs. per MW (Rupees only) with escalation of % every years (as per calculation sheet) as provisionally fixed by the GoUP for the land handed over to on right to use basis to SPD, for implementation of MW Solar PV based Power Project at

GARAUTHA Tehsil, JHANSI, Uttar Pradesh.

One-time upfront land lease rent shall be payable by SPD before/at the time of signing this agreement. First annual lease rent on pro-rata basis for the financial year for the land for MW shall be payable before For subsequent period, lease rent shall be payable on or before 30th April at the beginning of each financial year. If payment is delayed beyond 30th April of corresponding financial year, SPD shall pay interest at the rate of 24% per annum for the period by which such payment is delayed.

In cases where solar project ownership changes, the land (Demised Premises) will continue to be provided for the project at same terms and conditions.

In cases where project is dismantled or is abandoned or is discontinued for power generation, TUSCO Ltd. will have the right to take back the land from the SPD.

Default in Payment:

In case of default of payment by the Lessee beyond 90 days from the due date, TUSCO Ltd. has right to regulate the common facilities offered to SPD by giving one-month advance notice in writing.

Charges for water consumption:

The SPD shall pay charges for water consumption at actual as per the Implementation Support agreement.

Transmission charges, SLDC/RLDC and other related charges:

In case, TUSCO Ltd. is liable to pay transmission charges and losses, wheeling charges and losses, SLDC/RLDC charges etc. for evacuation of power from 220/400 kV GSS and transmission system, SPD has to bear the above charges and losses as specified by concerned/competent authority. TUSCO Ltd. will forward the bills received from concerned/competent authority towards above charges and SPD has to pay the bills immediately.

Terms and Conditions for Handing over the land:

= TUSCO Ltd. shall handover the possession of the Demised Premises details whereof are annexed herewith as Annexure-I, as well as sketch of the land/Demised Premises which forms a part of this Agreement to the SPD.

That the SPD acknowledges after (i) the handover as aforesaid has been completed and (ii) the same has been done so on an exclusive basis; and confirms to TUSCO Ltd. that it has been handed over Possession on right to use of the Demised Property, on an exclusive basis.

That the SPD shall use the Demised Premises for Solar power project only and shall not use or sub-lease this lease except for the said purpose mentioned under this right to use Agreement.

That the SPD shall not use or allow to be used the land/Demised Premises or the structure(s) thereon or any part thereof for any purpose other than Solar power generation or activities connected or incidental thereto.

The existing PWD road in the demised premises, and other Government projects/ facilities (as applicable) to the locality are to be retained as such.

The SPD shall facilitate the Demised Premises for the future developments of the existing road, construction of utility lines etc. on free of cost.

Other Terms and Conditions:

That SPD shall ensure the required fire-fighting arrangements as per the requirements of the project.

That SPD shall comply with all the statutory requirements of Central/State Govt. Agencies required for successful commercial operation of the project.

That SPD shall be entitled to use the Demised Premises for establishment of MW Solar Power Project and carry on the activity of electricity generation from the said Solar Power Project. SPD shall have the sole and exclusive ownership of MW Solar Power Project and anything installed (movable or fixed) connected or incidental to the Solar Power Project at Tehsil GARAUTHA, JHANSI. However, this shall not include the Infrastructures/ facilities developed by TUSCO Ltd. in the capacity of SPPD.

That SPD hereby agrees that it shall not do any act, which is destructive, or permanently injurious to demised property.

That SPD agrees to maintain the said premises in a clean and sanitary condition to the satisfaction of TUSCO Ltd. and shall also maintain the structures, if any, erected thereon as aforesaid, in proper condition, good, and make arrangements for substantial repair to the satisfaction of TUSCO Ltd.

That SPD shall permit the officers and staffs of TUSCO Ltd. with or without workmen at all times to enter the demised premises at all times for assessment of the condition or any other purpose.

That TUSCO Ltd. reserves to themselves the right to all trees and their branches and roots which may exist at the time of lease as well as those which may grow subsequently on the leased land and TUSCO shall be at liberty to cut or dig out and remove them from land in question, be entitled to cut or remove or to cause to cut or remove without any permission from SPD. However, any such activity carried out by TUSCO shall be without affecting the work/project and other interest of SPD.

That SPD may uproot, cut down, or destroy any such tree, plants, groves, bushes which in the opinion of TUSCO Ltd., 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 it likes, subject to various guidelines of MoEF, and relevant NOC, permits, clearances obtained by SPD at its own cost. SPD 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 purpose of establishing Solar Power Project and infrastructure development such as road for same and cut the grass thereon and dispose of the same in manner it likes and do any work on the land which, in the opinion of TUSCO Ltd., is necessary for such purpose.

That SPD shall follow the instruction given by the Revenue Department/TUSCO Ltd. from time to time. The SPD shall also follow the instructions of TUSCO Ltd. as per the terms of this Agreement.

That SPD may assign or mortgage its leasehold rights in favor of any institution(s) for the purpose of availing of financial assistance for Solar Power Project.

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

The right use period of years as provided herein may be extended for such number of years on such terms and conditions as may be mutually agreed between the TUSCO Ltd and SPD and as per the applicable guidelines of GoUP.

At the end of 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 TUSCO Ltd., SPD shall be entitled to dismantle the project and retain for itself the salvage value thereof.

Dispute Resolution:

- i. The Parties shall mutually discuss and attempt to amicably resolve any/all differences or disputes between the Parties arising out of or in connection with this Agreement and endeavor shall be made to amicably resolve the dispute within 90 days.
- ii. 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, and in case of the SPD being a private entity/organization, the dispute shall be referred to and finally settled by way of arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time.
- iii. In addition to the above, if the amount in dispute is less than INR [], the dispute shall be referred to and settled by a Sole Arbitrator, mutually appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The parties further agree that the arbitration commenced pursuant to such dispute shall

be conducted in accordance with the Fast Track Arbitration procedure set out under Section 29B of the Arbitration and Conciliation Act, 1996.

- iv. In case the amount in dispute is more than INR [], the dispute shall be referred to and settled by a panel comprising of 03 (three) arbitrators appointed in accordance with the Arbitration and Conciliation Act, 1996.
- v. The place of arbitration shall be Lucknow and the language to be used in Arbitration proceedings shall be English.

In the event of the SPD being a CPSE, government department/ organization, any dispute or difference between the Parties, arising out of/ in connection with this Agreement shall be taken by either Party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No: 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as amended from time to time).

Notices

Any Notice required or permitted under the terms of this Agreement or required by Applicable Law shall (unless otherwise agreed) be in writing and shall be delivered in Person, sent by registered mail or air mail as appropriate, properly posted and fully prepaid in an envelope properly addressed or sent by facsimile to the respective parties as follows:

Attention:

.....

TUSCO Limited, 4th Floor

UPNEDA Bhawan, Vibhuti Khand

Lucknow – 226010

Attention:

.....

.....

.....

.....

Language

The Language and all documents, notices, waivers and any other written communication or otherwise between the parties, in connection with the land right to use agreement shall be in English.

Governing law

The land right to use agreement shall be governed by and construed in accordance with the laws of India.

Indemnity

SPD hereby indemnifies and shall keep indemnified TUSCO Limited from and against all actions, demands, claims, liabilities, losses, damages, costs, expenses and other liabilities what so ever brought against, suffered or incurred by TUSCO Limited resulting from or by reason of (i) any breach of any representation, warranty or covenant of SPD in this agreement and (ii) any breach, non-observance or non- performance by SPD of any of its obligations under this agreement.

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 or behalf of each of the Parties.

This agreement shall be executed in duplicated and original copy shall be retained with TUSCO Ltd. and duplicate copy with SPD.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year first above written

Signed for and

On behalf of

TUSCO Limited

Signed for and

On behalf of

.....

Witness

Witness

Witness

Witness