

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

Land Use Agreement Between TUSCO Limited and

This Agreement (hereinafter referred to as “Right to Use 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), 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 of the FIRST PARTY;

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 PARTY.

(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. MoU 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 a Solar Project of 600 MW Jhansi, 600 MW JHANSI 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.

In furtherance to the above, TUSCO Ltd., issued 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.

Land lease 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 transferred to TUSCO Ltd.

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 will be provided to SPD for implementation ofMW Solar Power Project in JHANSI Solar Park, GARAUTHA Tehsil, Uttar Pradesh for useful life of the plant i.e. 25 years from the date of commercial operation of the last unit/phase with provision for further extension on mutually agreeable terms as may be agreed between the parties in writing.

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 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 delayed period.

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 authority. TUSCO Ltd. will forward the bills received from concerned authority towards above charges and SPD has to pay the bills immediately.

Terms and Conditions for Handing over the land:

That the TUSCO Ltd. shall handover the possession of the demised premises annexed as schedule and sketch of the land which forms a part of this agreement to the SPD.

That the SPD acknowledges 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/or the structure 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 this land for the future developments of the existing road, construction of utility lines etc. on free of cost.

Other Terms and Conditions:

That SPD shall provide 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 scheduled property 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 good, and 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 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 MoEFC, 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.

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:

All differences or disputes between the parties arising out of or in connection with this agreement shall be mutually discussed and amicably resolved within 90 days. 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 dealt with as per provisions of the Electricity Act, 2003. The place of arbitration shall be Lucknow, the capital of Uttar Pradesh.

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

Signed for and

On behalf of

On behalf of

TUSCO Limited

.....

Witness

Witness

Witness

Witness

Implementation Service Agreement

For

Setting Up MW Solar Park
AtTehsil..... 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, which expression shall unless repugnant to the context or meaning thereof, includes its successors-in-office, administrators and permitted assignees of the FIRST PARTY.

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 PARTY.

(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. MoU 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 a Solar Project of 600 MW Jhansi, 600 MW Jhansi 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.

In furtherance to the above, TUSCO Ltd., issued 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.

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.

Land lease 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.

Whereas:

Further as per 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 a Solar Park at was handed over to the SPD on right to use basis for the development of MW Solar PV Project. The land handed over to the SPD on right to use basis is hereinafter referred to as the "Land".

TUSCO LTD, after considering the expenditure for development of Infrastructure, 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 the Solar Park from the SPD. Further, all applicable taxes, duties, cess and other Government levies as applicable shall also be payable by SPD.

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.

TUSCO LTD. will additionally charge Annual Solar Park O&M Charges with all applicable taxes, duties, cess and other Government levies from SPD.

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, the following words and expressions shall have the respective meanings set forth below, unless the context otherwise requires.

a) "Act" or "Electricity Act" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution 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.

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

"Demised Premises" shall mean all that piece of leased land admeasuring acres detailed in Land Right to Use Agreements and its annexures in Tehsil..... District of Uttar Pradesh state, delineated on the plan hereto

annexed in Annexure-I, 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 the premises.

“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.

"Delivery point" shall mean the physical point of Grid where delivery of power, in terms of the PPA, along with Metering shall be done.

"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.

"Party" or "Parties" shall refer to TUSCO LTD. and the SPD individually or collectively.

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

"Grid Substation" shall mean 220/400 kV STU Substation at tehsil.

"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;

"SPD" or "Solar Project Developer" shall mean

"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 official commencement of Project and such date shall be referred to as the Effective Date. 2.2 Term of Agreement

2.2 Term of Agreement This Implementation Service 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 Project including de-commissioning i.e.,

2.3 Renewal of Agreement This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the expiry date.

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. in its best knowledge, declares that 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 solar project and to execute this Agreement in favor of the SPD.

b) TUSCO Ltd. has not been restrained either under income Tax Act 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 for Solar Project.

b) 2 No. 33/220 kV Pooling Substation of capacity..... MW and MW.

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

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

e) Obtaining STU Grid Connectivity.

f) Peripheral access/ approach roads for Solar 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 PWD roads passing through the Project site are also entitled to use for the project, 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 in each 50 MW Block 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 may be required. 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, 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 Solar Power Project in accordance with applicable Law, 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 aforesaid and to observe and perform 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 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 deemed require 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 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 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 O&M Charges

Annual operation and maintenance charges for maintaining 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 O&M charges of Rs. Lakhs/MW (Rupees Only per MW) including land lease charges calculated as per 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 incase 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 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.

6.3 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 Generator 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, incase 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.

7.0 Article 7: Amendment

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

8. 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."

Witness:

Witness:

SIGNED AND DELIVERED

By the "SPD"

Witness:

Witness: