

Implementation Support Agreement

Bhadla Solar Park Phase-II**Plot No.**

THIS IMPLEMENTATION SUPPORT AGREEMENT made on the Day of in the year two thousand between Rajasthan Solarpark Development Company Ltd., Jaipur, incorporated under the Indian Companies Act, having its Registered Office at E-166, Yudhishtar Marg, C-Scheme, Jaipur-302001 (hereinafter called the Solar Park Implementation Agency (in short referred to as **SPIA**) which expression shall, unless the context does not so admit, includes its successors and assigns) of the ONE PART AND

M/s. A company registered under the Indian Companies Act and having its registered office at

(Hereinafter called the Solar Project Developer (in short referred to as **SPD**) which expression shall, unless the context does not so admit, include his heirs, successors, executors, administrators, Legal representatives and permitted assigns) OF THE OTHER PART

WHEREAS the Rajasthan Solar Park Development Company Ltd ie the SPIA was incorporated in the year 2014 under the Companies Act with an objective to plan, develop and operate solar parks in the State of Rajasthan under the Ministry of New & Renewable Energy (in short referred as MNRE) Scheme for Development of Solar Parks and Ultra Mega Solar Power Projects, as notified by MNRE vide notification dated 12.12.2014.

WHEREAS the Government of Rajasthan vide Lease Deed dated 9.04.2015 has allotted 1797.45 hectares of land situated at Village Bhadla, Tehsil. Bap, District Jodhpur to SPIA for developing the same as Solar Park in Phase II of the State Specific Bundling Scheme.

WHEREAS in pursuance of the selection of NTPC Limited as “Implementing Agency” by the Government of India for setting up of Grid connecter Solar PV Power Projects under State Specific Bundling Scheme and for facilitating purchase and sale of Grid connected Solar PV Power and also in pursuance of the letter issued by the Ministry of New and Renewable Energy, NTPC Ltd has issued Request for Selection (in short RFS). The SPD has won the bid against RFS no.

NTPC/2015-16/NSM/TI/RAJ/03 issued by NTPC and NTPC recommended to allot plot No. for setting up of MW Power project in Bhadla Solar Park Phase- II, District Jodhpur, Rajasthan.

WHEREAS the SPIA agreed to sub-lease Plot No..... to SPD for a period of _____ years, within 3 months from the date of execution of PPA with NTPC subject to deposition of the entire lease amount and first year annual lease rent, within 30 days from the date of issuance of Demand Notice by SPIA and entering into a Lease Agreement and also on the terms and conditions hereinafter mentioned.

NOW THIS IMPLEMENTATION SUPPORT AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:

- 1(a) **“Act” or “Electricity Act, 2003”** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitutions from time to time;
- 1(b) **“Applicable Tariff”** shall be the quoted Tariff by the Selected Project Developers.
- 1(c) **“CTU” or “Central Transmission Utility”** shall mean the Central Transmission Utility as defined in sub-section (10) of Section.2 of the Act.
- 1(d) **“Inter-connection point/ Delivery Point”** shall mean the point at 132 KV where the power from the Solar Power Project is injected into the Pooling Substation at the Solar Park.
- 1(e) **“Metering Point”** shall mean the point at 220 KV Pooling Substation where the power from the Solar Power Project is injected and the point at 400 KV grid sub-station of CTU or STU as the case may be. Both the meters are used for billing purpose, one for measuring export from each project and the other to measure the transmission line losses upto 400 KV grid substation of CTU/STU.
- 1(f) **“ MNRE Guidelines”** shall mean the Guidelines issued by the Ministry of New & Renewable Energy, Government of India in March 2015 for Development of Solar Parks and its amendments, if any.
- 1(g) **“Pooling Substation”** shall mean an intermediary substation where more than one Solar PV Project may connect for further connectivity through a common transmission line to STU/CTU system for evacuation of power.

- 1(h) **“Power Purchase Agreement”** or **“PPA”** shall mean the Power Purchase Agreement between NTPC Ltd and the SPD, including its recitals and schedules, amended or modified from time to time.
- 1(i) **“Project”** is defined by separate points of injection into the grid at interconnection point/ delivery point/metering point at Pooling Substation of the Solar Park or STU/CTU substation as the case may be. Each project must also have a separate boundary, control systems and metering.
- 1(j) **“Project Commissioning”** the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid.
- 1(k) **“Project Developer”** shall mean the Successful Bidding Company or a Bidding Consortium selected in the Bid. Any reference to the Bidder includes Bidder Company/ Bidding Consortium/ Consortiums, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.
- 1(l) **“Solar PV Project”** means the Solar Photovoltaic Power Project that utilize direct conversion of sunlight into electricity through Photovoltaic Technology.
- 1(m) **“Solar Park”** shall mean concentrated zone of development of solar power generation projects and provides an area that is characterized, with proper infrastructure and access to amenities. Solar Park will also facilitate developers by reducing the number of required approvals.
- 1(n) **“Solar Park Implementing Agency”** or **“SPIA”** shall mean the Agency which will be involved in overall implementation of the Solar Park in a State. In this agreement the reference of SPIA means Rajasthan Solarpark Development Company Ltd.
- 1(o) **“Solar Project Developer”** or **“SPD”** shall mean the Project Developer who was selected by NTPC for allotment of land in Solar Park.
- 1(p) **“State Solar Power Policy”** shall mean the Rajasthan State Solar Policy released by the State of Rajasthan including amendments from time to time.
- 1(q) **“STU”** or **“State Transmission Utility”** shall mean the Board or the Government company notified by the respective State Government under Sub-section.1 of Section.39 of the Act.

2. **Obligations of the SPIA:** The SPIA will provide the following infrastructure facility to the SPD's within the Solar Park for the effective development of the Solar Park;
- (a) SPIA shall lay and maintain the main roads and internal roads within Solar Park so as to provide access to all the plots along with street lighting in the Solar Park Phase II.
 - (b) SPIA would arrange and provide the necessary water supply for operations and maintenance of the Solar Plant from the date of commissioning. The SPIA will provide water at a single source through a meter for each plot.
 - (c) 2 No. 132 / 220 kV Pooling Stations and associated transmission line for evacuation of power from Plot No..... power project of SPD are being constructed. The evacuation would be done on 132 kV from PV plot to pooling station. Interconnection from power project to 132 kV overhead line would be on the part of SPD.
 - (d) Metering will be at RVPN 400 KV Bhadla GSS on 220 KV bays. Transmission loss from generating PV plots to 400 KV RVPN GSS shall be borne by SPD.
 - (e) Connectivity with State Transmission Utility will be provided by SPIA on deposit of Connectivity charges with SPIA. SPIA will provide inter connection facility close to the plot at the voltage level 132 KV and the SPD will have to connect to that point at its cost.
3. **Obligations of the SPD:** The SPD shall fulfil the following terms and conditions after the execution of PPA with NTPC;
- (i) The SPD shall deposit non-refundable processing fee of Rs.10 lakh per project plus service taxes & other charges as may be applicable from time to time, as per Clause.11 of the Rajasthan Solar Energy Policy 2014, after entering into the PPA with NTPC Ltd.
 - (ii) The SPD shall pay one time development cost within 30 days from the date of issuance of allotment order. For the year 2015-16 the One Time Development charges are fixed at Rs.10 lacs per hectare.
 - (iii) The SPD shall pay the annual Operation & Maintenance Cost at the beginning of every year but not beyond 15 days from the date of completion of previous year. Annual O&M charges at present is fixed @5% of the development charges for the first year and thereafter the same shall be escalated cumulatively @ 10% per annum.
 - (iv) The metering system cost on actual basis shall be paid by the SPD for the metering system to be provided by the SPIA on 4 Nos 220 KV bays at RVPN end and SPIA end and these expenses shall be paid by SPD within 15 days from the date of issuance of demand by SPIA. The metering system to

be installed on 132 KV side of the SPD and the Pooling stations shall be borne by the SPD.

(v) The grid connectivity charges @ Rs.2 lakhs per MW shall be paid by the SPD within 30 days from the date of issuance of allotment order.

(vi) The SPD shall also contribute a sum of Rs.1 Lakh per MW every year for the entire life cycle of the project from the time of commissioning, towards Rajasthan Renewable Energy Development Fund as per Clause.20 of the Rajasthan Solar Energy Policy 2014. The first year payment is due and payable within 30 days of commissioning, thereafter will become due and payable on the same month every year.

(vii) The transmission charges and losses shall be paid by the SPD as per the prevailing policy.

(viii) The water charges will be paid by the SPD on issuance of bill by the relevant authorities.

(ix) The SPD shall take all necessary permissions/clearances from the concerned departments including Consent to Establish and Consent to Operate from State Pollution Control Board and the cost for such permissions/clearances shall be borne by SPD.

(x) It is the responsibility of SPD to arrange power supply and water during the construction period.

(xi) The SPD is responsible for Scheduling and Deviation Settlement Mechanism (DSM) charges as per CERC/RERC Regulations and all liabilities related to LTA and connectivity.

(xii) Forecasting and scheduling shall be done by SPD as per CERC /RERC Regulations and Indian Electricity Grid Code. The SPIA may take up the function of forecasting, upon the request of the SPD without creating an obligation on the part of SPIA.

(xiii) The SPD shall fence the demarcated boundary of the allotted premises at its own expenses.

(xiv) The SPD and the SPIA will enter into a separate Lease Agreement on the terms and conditions set out thereunder simultaneously with the execution of this agreement, on payment of the complete lease amount and the annual lease rent amount for the first year.

4. Other Terms and Conditions:

4.1 The SPD shall commission the Solar PV Power Plant on the demised premises as per the terms & conditions of the RfS issued by NTPC.

Provided that the unutilised land of the allotted plot or plots shall revert to the lessor on expiry of the prescribed/extended period for commissioning of the project.

- 4.2 The SPD will not carry on or permit to be carried on, on the demised premises any trade or business other than for setting up of Solar PV Power Project. The Land shall revert to the SPIA free of all encumbrances and without payment of any compensation, in case the SPDs, use it for any purpose other than setting up of Solar PV Power Project.
- 4.3 At the end of lease period the SPD shall revert back land free of all encumbrances and without payment of any compensation.
- 4.4 The SPD shall not be entitled to any deemed generation in case of any delay in connectivity of the Project.
- 4.5 The SPD will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping house cattles, dogs, poultry or other animals.
- 4.6 The SPD will neither exercise his option of determining the lease nor hold the SPIA responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- 4.7 During the terms of this agreement, the SPD shall ensure that the entire buildings, structures and the plant erected on the Demised Premises are insured at its own cost against any loss or damage by fire and any other natural calamities and accidents.
- 4.8 As per the MNRE guidelines, 1% of the total investment made for setting up solar power project in the solar park is to be kept aside by the SPD for the local area development, under solar park development fund account.
- 4.9 The SPD shall offer suitable employment in the solar power project to local unemployed youth preferably to family members who have lost their land for the Solar Park depending upon their qualifications and experience. If required, necessary skill development facilities may be offered for development of technical and professional skills for employment in the solar project.

5. **Bank Guarantee**

- 5.1 At the time of execution of PPA with NTPC, the SPD shall provide Performance Bank Guarantee of Rs.20 lakhs per MW and in addition to the same, the Bank Guarantee of Rs.10 lakhs per MW towards Earnest Money Deposit will also be converted into Performance Bank Guarantee. Therefore for the execution of this agreement, the SPD shall execute a Bank Guarantee in the name of SPIA in the form of Performance Bank Guarantee, for an amount equivalent to 10% of the Performance Bank Guarantee furnished to NTPC (quantified as Rs.3 lakhs/MW).
- 5.2 The validity of the Performance Bank Guarantee furnished to SPIA shall be for a period of 19 months from the date of signing of the PPA. However, if commissioning of the project is extended by NTPC/ MNRE, SPD will have to extend the validity of the Performance Bank Guarantee.
- 5.3 The Solar Project shall be commissioned within 13 months or within extended period from the date of signing of the PPA. In case of failure to commission the Solar Project within the stipulated time period, SPIA shall encash the Bank Guarantee on per day basis and proportionate to the Capacity not commissioned. However if such delay is beyond 5 months, the SPIA will be entitled for 100% encashment of Bank Guarantee.

In case of further delay and the project is not commissioned within 25 months from the date of signing of PPA, the SPIA shall, without prejudice to its other rights and remedies hereunder or in accordance with relevant law, be entitled to terminate this Agreement and also the Land Lease Agreement.

6. **Taxes and Duties and other payments:**

- 6.1 The SPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPD, its contractors or their employees that are required to be paid by the SPD as per Law in relation to the execution of this agreement or the lease deed.
- 6.2 SPIA shall be indemnified and held harmless by the SPD against any claims that may be made against SPIA against Clause 6.1.
- 6.3 SPIA shall not be liable for any payment of taxes, duties, levies, cess whatsoever for discharging any obligations by SPIA on behalf of SPD.
- 6.4 Any charges to be payable by SPD under this Agreement from time to time will be paid by SPD within 15 days from due date/ date of demand, whichever is earlier. Any delay beyond a period of 15 days would attract penalty by way of levy of interest @18% per annum till realisation and the

SPIA will also be entitled to invoke the Letter of Credit provided under Clause.7 hereunder.

7. Letter of Credit and Payment Security Mechanism

- 7.1 SPD shall establish an irrevocable unconditional revolving Letter of Credit (LC) in favour of SPIA with a public sector/ scheduled commercial bank within 30 days from the date of signing of this agreement. The LC shall cover annual O& M charges payable to SPIA for the next financial year.
- 7.2 The LC shall be established for a minimum period of one year. SPD shall ensure that the LC remains valid at all times during the entire/extended validity period of this Agreement. The LC shall be renewed not later than 30 days prior to the date of expiry of the current LC at the relevant time.
- 7.3 The LC shall specify the manner and time when bill(s) can be presented to the Bank by SPIA. The bills so presented shall be promptly paid on their presentation.
- 7.4 All the expenses relating to opening, maintenance and negotiation of LC shall be borne by the SPD.
- 7.5 In case of drawal of the LC amount by SPIA in accordance with the terms of this agreement, the amount of LC shall be reinstated automatically not later than 7 days from such drawal. SPD shall arrange to furnish to SPIA a certificate to this effect from Bank(s) providing LC. In the event LC is not reinstated within 7 days, SPIA shall have right to regulate the common facilities offered to the SPD by giving one month advance notice in writing, notwithstanding anything contained in the lease deed or the rights accrued under the lease deed.

8. Right to Access/Re-enter.

- 8.1 In the event of any breach of any of terms and conditions and any covenants herein contained which is a part of this agreement, by the SPD, SPIA or its authorised officers/staff/representatives shall have the right to re-enter into the possession of the demised land or any part thereof and thereupon the term hereby granted including the right to renewal shall absolutely cease and determine and the complete possession of the land so allotted to the SPD will vest with SPIA. In such case, the SPD is not entitled to claim any compensation on any account including buildings and improvements built and carried out on the Allotted (Demised) Premises by SPD.
- 8.2 In case of any grievance with regard to the taking of possession under clause 8.1 above, the SPD will serve a notice in writing to SPIA which will be

decided in accordance with this agreement within a period of 3 months from the date of receipt of request letter by SPD.

8.3 The SPIA and/or the appropriate authority and their officials, servants, agents and representatives will have the right to access the Demised Premises for the purpose of laying and maintaining different service lines inclusive of power supply, water supply, sewerage or drainage, effluent disposal line etc and also for the purpose of inspection provided prior intimation to this regard will be given to SPD.

9. **Removing Difficulties:** If any difficulty arises in giving effect to the guidelines issued by the Ministry of New and Renewable Energy for the implementation of the Solar Development Project or interpretation of the guidelines or modification to the guidelines, the Secretary of the MNRE shall decide the matter, which will be binding on all parties concerned. In case of any issue involving transmission the State Energy Department will be consulted for removing the difficulties.

10. **Observance of Law**

10.1 The SPD shall observe all laws, including the provisions of Electricity Act, 2003, the rules, regulations, policies, bye-laws and or guidelines framed (including the State Solar Power Policy), by the Central Government, State Government, local authority and/or authorized person or entity and as amended/modified from time to time in establishment, construction and operating the Plant and in the generation, marketing, selling and/or supply of electricity.

10.2 For interconnection with grid and metering, the SPD shall abide by the relevant CERC/ RERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

10.3 The SPD shall observe and follow all the acts, rules, regulations, bye-laws, guidelines etc with regard to the Health, Safety and Environment Protection. The SPD shall take all measures, which are required for Pollution Control and shall strictly adhere to the stipulations, imposed by Rajasthan State Pollution Control Board and other statutory pollution laws of the State for the time being in force.

11. **Damage to Properties of SPIA:** The SPD shall not interfere or cause damage to the properties of SPIA whether located outside or inside the Demised Premises, including but not limited to water supply lines, drainage lines, water meters, street lights and such other properties. In case the SPD is found to have caused damage to the properties of SPIA, in addition to

entitling SPIA to terminate the Agreement hereby granted, SPIA shall be entitled to recover the damages and penalty as may be decided by SPIA and such amount shall be recoverable as arrears of land revenue.

12. **Right to Audit:** The SPD shall permit conducting of an audit if deemed required to confirm whether the SPD is making due compliance of all the relevant law. The SPD shall also ensure that any query raised in this audit and/or any document/information required by the auditor is attended/provided within reasonable time without any undue delay.
13. **Effective Date and Duration of this Agreement:** This Implementation Support Agreement shall come into effect from the date of its execution by both the parties. The duration of this Agreement will be 25 years from the date of execution or till the validity of the PPA, whichever is later.
14. **Force Majeure**
 - 14.1 Force Majeure shall mean an event beyond the control of the SPD and not involving the SPD's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force Majeure" situation exists or not, shall be decided by the SPIA and such decision shall be final and binding on the SPD.
 - 14.2 If a force Majeure situation arises, the SPD shall notify SPIA in writing promptly but not late that 15 days from the date of occurrence. After examining the cases SPIA shall decide and grant suitable extension of time for fulfilling its payment and other obligations.
 - 14.3 For other justified cases also, not covered under force majeure conditions, SPIA, may consider the request of SPD and grant additional time for fulfilling its payment and other obligations.
15. That the Guidelines issued by the Ministry of New & Renewable Energy from time to time with related to solar projects, the RfS issued by NTPC and all subsequent documents, circulars and letters will form part and parcel of this agreement, the Allotment Letter and PPA shall form part and parcel of the Implementation Support Agreement and the SPD shall abide by all these.

16. Termination

16.1 This agreement and the transactions contemplated herein may be terminated and abandoned at any time prior to the Closing Date;

- a. upon the mutual consent of the Board of Directors of SPIA and SPD.
- b. by SPIA in case of any breach or fault by SPD of the terms and conditions of this agreement .

16.2 The power of termination provided for in this clause may be exercised only by a notice given in writing and signed on behalf of SPIA by either the Managing Director or any other officer authorized by him and on behalf of SPD by the Managing Director, Chairman/President or any other officer authorised by him.

16.3 In the event of termination and abandonment hereof, pursuant to the provisions hereof, this Agreement shall become ceased to have effect, without any liability on the part of any of the parties or their directors, officers, or shareholders in respect of this Agreement, except for liability of SPD for expenses/costs/charges pursuant to the terms and conditions of this agreement.

17. **Notice:** Any notice or communication required to be served hereunder shall be deemed to have been sufficiently served on the SPD if, served by 'Registered Acknowledgement Due', Post and signed by an Officer of the Lessor and the services shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even though returned un-served on account of the refusal by the SPD or otherwise howsoever.

18. All powers exercised by the SPIA under this Implementation Support Agreement may be exercised by the CMD/Managing Director, Rajasthan Solarpark Development Company Ltd. or such other person(s) authorised in this behalf.

Provided that the expression CMD/Managing Director shall include the person who is entrusted with the functions similar to those of the CMD/Managing Director.

19. **Arbitration:** In the event of any dispute or difference between the parties, regarding the matters arising out of this agreement, the same shall be resolved mutually. In case the parties are unable to settle the issues amicably, a reference may be made to the Principle Secretary, Energy

Department of the Government of Rajasthan, who would appoint a Sole Arbitrator to adjudicate the dispute under the Arbitration and Reconciliation Act, 1996 and the decision of the arbitrator would be final and binding on both the parties. The venue for arbitration would be Jaipur only.

20. The stamp and registration charges on this agreement shall be borne by the SPD.
21. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any party other than by mutual consent between the parties to be evidenced in writing.
21. This agreement may be amended or supplemented by a written agreement based on mutual discussions and consent between the parties.

IN WITNESS HEREOF THE parties hereto have set their hands this day Of the month of in the year.

For and on behalf of

For and on behalf of

SPD Name

Rajasthan Solar Park Development Co.Ltd

Signature of Witness:-

Signature of Witness:-

Name

Name

(in capital letters)

(in capital letters)

Address :

Address :