

**STANDARD POWER PURCHASE AGREEMENT FOR PROCUREMENT  
OF.....MW\_POWER ON LONG TERM BASIS**

**Between**

**[Name of Renewable Power Generator]**

**And**

**[Rajasthan UrjaVikas Nigam Limited] [Month and year]**

This Power Purchase Agreement is made on the \_\_\_\_ day of \_\_\_\_ of \_\_\_\_ at \_\_\_\_\_

Between

[name of the Renewable Power Generator], \_\_\_\_\_, [details of Renewable Power Generator] (hereinafter referred to as “**Renewable Power Generator or RPG**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

**[Distribution Company]**, a company incorporated under the Companies Act 1956, having its registered office at \_\_\_\_\_ (hereinafter referred to as “**DISCOM**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The RPG and DISCOM are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

**WHEREAS:**

- A. The Ministry of New and Renewable Energy [MNRE] has launched a scheme for farmerson 8<sup>th</sup> March 2019 and issued implementation guidelines on 25<sup>TH</sup> Ju; y 2019.
- B. The MNRE has accorded a sanction and allotted a capacity of \_\_\_\_\_ MW to Discoms of Rajasthan under the scheme of 8<sup>th</sup> March 2019. .
- C. DISCOM had initiated a selection process for procurement of MW of the power generated from the Grid connected \_\_\_\_\_ Power Project on the terms and conditions contained in the EoI/RfS No. \_ dated \_\_\_\_\_.
- D. The RPG has been selected in the Process for development, generation and supply of electricity from the MW \_\_\_\_ Power Project to be established by RPG at \_\_\_\_\_ [location of proposed power plant] and electricity generated to be fed to the \_\_\_\_\_ [Name and location of 33/11 kV sub- station];
- E. DISCOM has issued the Letter of Award No. .... dated ... in favour of the RPG for development and establishment of the \_\_\_\_\_ MW Power Project as per the terms and conditions contained in the EoI / RfS.
- F. The RPG has furnished the Performance Bank Guarantee in the sum of Rs. ... in favour of DISCOM as per the format prescribed by the DISCOM.
- G. The RPG has fulfilled the terms and conditions for signing this Power Purchase Agreement as a definitive agreement for establishing the \_\_\_\_\_ Power Project of ..... MW at for generation and sale of electricity by the RPG to DISCOM at \_\_\_\_\_ 33 (or 66 or 110) / 11

kV S/S;

- H. The parties have agreed to execute this Power Purchase Agreement in terms of the EoI/RfS and the Letter of Award in regard to the terms and conditions for establishment of the Power Project at ....., and for generation and supply of electricity by the RPG to DISCOM.

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. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

The terms used in this Agreement, unless as defined below 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 defined hereunder), as amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	Unless otherwise stated, Appropriate Commission shall be the commission of the state where DISCOM is situated;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to RPG and DISCOM, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
"Capacity Utilisation Factor" or "CUF"	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the

	Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%;
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commercial Operation Date (COD)"	shall mean the date on which the commissioning certificate is issued upon successful commissioning (as per provisions of this Agreement) of the project;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi- judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a RPG Preliminary Default Notice or DISCOM Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: inthefinancialyearinwhichtheCODwouldoccur,theContractYear shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean ..... [Insert capacity] MW contracted with DISCOM for supply by the RPG to DISCOM at the Delivery Pointfromthe____Power Project;

"Delivery Point"	<p>"Delivery Point" shall mean the point at the voltage level of 11kV or above of the 33/11 kV Sub-station. Metering shall be done at this interconnection point where the power is injected into the 33/11 kV Sub-station. For interconnection with grid and metering, the RPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA.</p> <p>All charges and losses related to Transmission of power from project up to Delivery Point as notified by the Appropriate Commission shall be borne by the RPG.</p>
"Dispute"	shall mean any dispute or difference of any kind between DISCOM and the RPG, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the DISCOM or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the DISCOM.
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of 25 years from the COD unless extended by the Parties as per this Agreement;
"Financing Agreements"	shall mean the agreements pursuant to which the RPG has sought financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of DISCOM;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;

"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state of _____ and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the RPG in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on RPG's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Letter of Award" or "LoA"	shall mean Letter of Award issued by the DISCOM to the RPG for the project;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;

<p>“Power Project” or “Project”</p>	<p>shall mean the power generation facility of Contracted Capacity of .....[Insert capacity] MW, located at ..... , [Insert name of the District and State] having a separate control system, metering and separate points of injection into the grid at Delivery point of 33/11 kV substation. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;</p>
<p>“Preliminary Default Notice”</p>	<p>shall have the meaning ascribed thereto in Article 13 of this Agreement;</p>
<p>“Project Capacity”</p>	<p>shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.</p>
<p>"Prudent Utility Practices"</p>	<p>shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; the requirements of Indian Law; and the physical conditions at the site of the Power Project</p>
<p>“Rebate”</p>	<p>shall have the same meaning as ascribed thereto in Article 10.3.5 of this Agreement;</p>
<p>"Rupees", "Rs.", "₹"</p>	<p>shall mean Indian rupees, the lawful currency of India;</p>
<p>“Scheduled Commissioning Date” or “SCD” of the Project</p>	<p>Shall mean [Insert Date that is nine (9) Months from the Date of issuance of LoA by the DISCOM to the RPG];</p>
<p>"Tariff"</p>	<p>Shall have the same meaning as provided for in Article 9 of this Agreement;</p>
<p>"Tariff Payment"</p>	<p>shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;</p>

"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;

## 2. TERM OF AGREEMENT

### 2.1 **Effective Date**

This Agreement shall come into effect from \_\_\_\_\_ and such date shall be referred to as the Effective Date.

### 2.2 **Term of Agreement**

Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

The RPG is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by the DISCOM, DISCOM shall not be obligated to procure power beyond the Expiry Date.

### 2.3 **Early Termination**

This Agreement shall terminate before the Expiry Date if either DISCOM or RPG terminates the Agreement, pursuant to Article 13 of this Agreement.

### 2.4 **Survival**

- 2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

## 3. ARTICLE 3: CONDITIONS SUBSEQUENT

- 3.1 The RPG agrees and undertakes to make Project Financing Arrangements for its Project and shall provide necessary documents to DISCOM in this regard within six Months from the Date of issue of LoA by DISCOM for the project.



## **4. CONSTRUCTION & DEVELOPMENT OF THE PROJECT**

### **4.1 RPG's Obligations**

The RPG undertakes to be responsible, at RPG's own cost and risk, for:

- a) The RPG shall be solely responsible and make arrangements for Land & associated infrastructure for development of the Project and for Connectivity with the 33/11 kV sub-station for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances related thereto;  
The RPG shall furnish the necessary documents to establish possession in the name of the Project Developer of the required land/ Lease Agreement;
- b) obtaining all Consents, Clearances and Permits as required and maintaining all documents.
- c) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- d) the commencement of supply of power up to the Contracted Capacity to DISCOM no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;
- e) Connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point. The RPG shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point. **RPG will be responsible for laying of dedicated 11 kV line from REPP to sub-station, construction of bay and related switchgear at sub-station where the plant is connected to the grid and metering is done.**
- f) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- g) fulfilling all obligations undertaken by the RPG under this Agreement.
- h) The RPG shall be responsible to for directly coordinating and dealing with the DISCOM, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State Regulations.

### **4.2 Purchase and sale of Contracted Capacity**

Subject to the terms and conditions of this Agreement, the RPG undertakes to sell to DISCOM and DISCOM undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

### **4.3 Right to Contracted Capacity & Energy**

DISCOM, in any Contract Year shall not be obliged to purchase any additional energy from the RPG beyond the contract capacity. If for any Contract Year except for the first year of operation, it is found that the RPG **has not been able to generate minimum**

energy of .....Million kWh (MU)during the Term oftheAgreement, on account of reasons solely attributable to the RPG, the non-compliance by RPG shall make the RPG liable to pay the compensation. For the first year of operation, the above limits shall be considered on pro-rata basis. The lower limit will, however be relaxable by DISCOM to theextentof grid non-availability for evacuation which is beyond the control of the RPG. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty shall be as determined by the Appropriate Commission, and such penalty shall ensure that the DISCOM is offset for all potential costs associated with low generation and supply of power under the PPA. However, the minimum compensation payable to DISCOM by the RPG shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff. This compensation shall not be applicable in events of Force Majeure identified under PPA.

In case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the RPG will have to forego the excess generation and reduce the output to the contract capacity and shall also have to pay the penalty/charges (if applicable) as per applicableregulations.

#### **4.4 Extensions ofTime**

In the event that the RPG is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date dueto:

- a) any DISCOM Event of Default;or
- b) Force Majeure Events affecting DISCOM,or
- c) Force Majeure Events affecting theRPG,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.4.5, for a reasonable period but not less than 'day for day' basis, to permit the RPG or DISCOM through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the RPG or DISCOM, or till such time such Event of Default is rectified by DISCOM.

In case of extension due to reasons specified in Article 4.4.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5. In case neither party terminates the agreement under this clause, the agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force majeure event unless the parties mutually agree to extend the agreement for the furtherperiod.

If the Parties have not agreed, within thirty (30) days after the affected Party'sperformance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article16.

As a result of such extension, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.5.2.

Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.4.1 shall be an event of default on part of the RPG and shall be subject to the consequences specified in the Article 4.5.

#### **4.5 Liquidated Damages not amounting to penalty for delay in Commissioning**

If the RPG is unable to commission the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the RPG shall pay to DISCOM, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

Delay beyond the Scheduled Commissioning Date **upto two months** (& including) the date as on nine months from the Date of issue of LoA: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned.

The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 11 Months from the Date of issue of LoA. In case, the Commissioning of the Project is delayed beyond 11 Months from the Date of issue of LoA, it shall be considered as an RPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced / amended to the Project Capacity Commissioned within 11 Months of the Date of issue of LoA and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.

The RPG further acknowledge that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by DISCOM.

#### **4.6 Acceptance/Performance Test**

4.6.1 Prior to synchronization of the Power Project, the RPG shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by respective authorities.

#### **4.7 Third Party Verification**

The RPG shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to DISCOM and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the RPG at the site of the Power Project.

The third party may verify the construction works/operation of the Power Project being carried out by the RPG and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications

from RPG or require the works to be stopped or to comply with the instructions of such thirdparty.

**4.8 Breach of Obligations**

*The Parties herein agree that during the subsistence of this Agreement, subject to DISCOM being in compliance of its obligations & undertakings under this Agreement, the RPG would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.*

**4.9 Generation compensation for Off-take constraints**

Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, **Discoms shall endeavor to ensure 95% of grid availability in a contract year, however** ,there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the RPG. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against DISCOM:

<b>Duration of Grid unavailability</b>	<b>Provision for Generation Compensation</b>
Grid unavailability <b>in excess of 5%</b> in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p><b><i>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</i></b></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p>

The excess generation by the RPG equal to this generation loss shall be procured by DISCOM at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

**Offtake constraints due to Backdown:** The RPG and DISCOM shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the RPG shall be eligible for a minimum generation compensation, from DISCOM, restricted to the following and there shall be no other claim, directly or indirectly against DISCOM:.

<b>Duration of Backdown</b>	<b>Provision for Generation Compensation</b>
Hours of Backdown during a monthly billing cycle.	<p><b><i>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff</i></b></p> <p>Where, Average Generation per hour during the month (kWh) =</p> <p>Total generation in the month (kWh) ÷ Total hours of generation in the month</p>

The RPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after JMR.

**5. SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION**  
***Synchronization, Commissioning and Commercial Operation***

The RPG shall give the DISCOM at least thirty (30) days' advanced preliminary written notice and at least fifteen (15) days' advanced final written notice, of the date on which it intends to synchronize the Power Project to the GridSystem.

Subject to Article 5.1.1, the Power Project may be synchronized by the RPG to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the GridSystem.

The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the RPG at its generation facility of the Power Project at its own cost. The RPG shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/ and checking/verification is made by the concerned authorities of theDISCOM.

The RPG shall immediately after each synchronization/tripping of generator, inform the sub- station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code. In addition, the RPG will inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of theProject.

The RPG shall commission the Project within nine (9) Months from the Date of issue of LoA. Declaration of COD shall only be done upon the successful visit by the CommissioningCommittee.

The Parties agree that for the purpose of commencement of the supply of electricity by RPG to DISCOM, liquidated damages for delay etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevantdate.

## **6. DISPATCH AND SCHEDULING**

### ***Dispatch and Scheduling***

The RPG shall be required to schedule its power as per the applicable regulations of SERC/SLDC or any other competent agency and same being recognized by the SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the RPG.

The RPG shall be responsible for directly coordinating and dealing with the DISCOM, State Load Dispatch Centers, and other authorities in all respects in regard to declaration of availability, scheduling and despatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations.

The RPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the RPG.

Auxiliary power consumption will be treated as per the concerned state regulations.

## **7. ARTICLE 7: METERING**

### ***Meters***

For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the RPG and DISCOM shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

The RPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at RPG's side of Delivery Point.

In addition to ensuring compliance of the applicable codes, the RPG shall install Main & Check meters at the Delivery Point, along with Stand-by meter(s) as per the applicable regulations of the State where the Project is located.

### ***Reporting of Metered Data and Parameters***

The grid connected renewable power plants will install necessary equipment for regular monitoring of required data and simultaneously for monitoring of the electric power generated from the Project.

Online arrangement would have to be made by the RPG for submission of above data regularly for the entire period of this Power Purchase Agreement to the DISCOM, the MNRE and concerned agency as per applicable regulation / directions.

Reports on above parameters on monthly basis (or as required by regulation /

guidelines) shall be submitted by the RPG to Ministry of New and Renewable Energy/National Institute of Solar Energy through DISCOM for entire period of PPA.

## **8. ARTICLE 8: INSURANCES**

### ***Insurance***

The RPG shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

### ***Application of Insurance Proceeds***

In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be applied as per such Financing Agreements.

If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, DISCOM shall have claim on such proceeds of such Insurance limited to outstanding dues of DISCOM against RPG.

### ***Effect on liability of DISCOM***

Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the RPG can claim compensation, under any Insurance shall not be charged to or payable by DISCOM. It is for the RPG to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

## **9. ARTICLE 9: APPLICABLE TARIFF**

- 9.1 The RPG shall be entitled to receive the Tariff of Rs. .... / kWh, fixed for the entire term of this Agreement, with effect from the COD, for the power sold to the DISCOM as reflected in the Energy Accounts.

## **10. ARTICLE 10: BILLING AND PAYMENT**

### **10.1 *General***

From the commencement of supply of power, DISCOM shall pay to the RPG the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by DISCOM shall be in Indian Rupees.

The RPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

## **10.2 Delivery and Content of Monthly Bills/Supplementary Bills**

10.2.1 The RPG shall issue to DISCOM hard copy of a signed Monthly Bill for the immediately preceding Month based on the JMR/Energy Account along with all relevant documents (payments made by RPG for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of SERC/SLDC, if applicable.)

Each Monthly Bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on JMR/Energy Accounts. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff. Energy drawn from the grid will be regulated as per the regulations of respective State the Project is located in.

## **10.3 Payment of Monthly Bills**

DISCOM shall pay the amount payable under the Monthly Bill by the Due Date to such account of the RPG, as shall have been previously notified by the RPG.

All payments required to be made under this Agreement shall also include any deduction or set off for:

- i) deductions required by the Law; and
- ii) Amount claimed by DISCOM, if any, from the RPG, will be adjusted from the monthly energy payment.

The RPG shall open a bank account (the "RPG's Designated Account") for all Tariff Payments to be made by DISCOM to the RPG, and notify DISCOM of the details of such account at least sixty (60) Days before the dispatch of the first Monthly Bill.

## **10.4 Late Payment Surcharge**

In the event of delay in payment of a Monthly Bill by DISCOM beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the RPG at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the RPG through the Supplementary Bill.

## **10.5 Rebate**

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the RPG to DISCOM in the following manner and the RPG shall not raise any objections to the payments made under this article.

- a) A Rebate of 2% shall be payable to the DISCOM for the payments made within a period of seven clear working days of the presentation of hard copy of Bill along with required supporting documents at DISCOM office.



- b) Any payments made after seven clear working days of the date of presentation of hard copy of the Bill along with the required supporting documents at DISCOM office up to the Due Date shall be allowed a rebate of 1%.
- c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at DISCOM..
- d) No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc. and on Supplementary Bill.

For the above purpose date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

## **10.6 Payment Security Mechanism**

### **Letter of Credit (LC):**

DISCOM shall provide to the RPG, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the RPG in accordance with this Article.

Not later than one (1) Month before the start of supply, DISCOM through a scheduled bank open a Letter of Credit in favour of the RPG, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

- i) for the first Contract Year, equal to the estimated average monthly billing;
- ii) for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.

Provided that the RPG shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one draw in a Month.

Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, DISCOM shall restore such shortfall within fifteen (15) days.

DISCOM shall cause the scheduled bank issuing the Letter of Credit to intimate the RPG, in writing regarding establishing of such irrevocable Letter of Credit.

DISCOM shall ensure that the Letter of Credit shall be renewed not later than its expiry.

All costs relating to opening, maintenance of the Letter of Credit shall be borne by DISCOM.

If DISCOM fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the RPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from DISCOM, an amount equal to such Monthly Bill or

Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

- i) a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to RPG and;
- ii) a certificate from the RPG to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

#### **10.7 Disputed Bill**

If the DISCOM does not dispute a Monthly Bill or a Supplementary Bill raised by the RPG within fifteen (15) days of receiving such Bill shall be taken as conclusive.

If the DISCOM disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i) the details of the disputed amount;
- ii) its estimate of what the correct amount should be; and iii) all written material in support of its claim.

If the RPG agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the RPG shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

If the RPG does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the DISCOM providing:

- i) reasons for its disagreement;
- ii) its estimate of what the correct amount should be; and iii) all written material in support of its counter-claim.

Upon receipt of the Bill Disagreement Notice by the DISCOM under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the DISCOM and RPG shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

For the avoidance of doubt, it is clarified that despite a Dispute regarding an invoice, DISCOM shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.

#### **10.8 Quarterly and Annual Reconciliation**

The Parties acknowledge that all payments made against Monthly Bills and

Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the RPG and DISCOM shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the RPG shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

#### 10.9 **Payment** of Supplementary Bill

RPG may raise a ("Supplementary Bill") for payment on account of:

- i) Adjustments required by the Energy Accounts (if applicable); or
- ii) Change in Law as provided in Article 12

And such Supplementary Bill shall be paid by the other Party.

DISCOM shall remit all amounts due under a Supplementary Bill raised by the RPG to the RPG's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.

### 11. ARTICLE 11: FORCE MAJEURE

#### 11.1 **Definitions**

In this Article, the following terms shall have the following meanings:

#### 11.2 **Affected Party**

An affected Party means DISCOM or the RPG whose performance has been affected by an event of Force Majeure.

#### 11.3 **Force Majeure**

- 11.3.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or

indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);
- b) Any ctofwar(whether declared or undeclared),invasion,armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable);or
- c) Radio active contamination or ionising radiation or iginating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the AffectedParty.

#### 11.3.2 Force MajeureExclusions

Force Majeure shall not include (i) any event or circumstance which is within thereasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of ForceMajeure:

- a. Unavailability,latedelivery,orchangesincostoftheplant,machinery,equipment,mate  
rials, spare parts or consumables for the PowerProject;
- b. Delay in the performance of any contractor, sub-contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in  
power generation materials andequipment;
- d. Strikes at the facilities of the AffectedParty;
- e. Insufficiency of finances or funds or the agreement becoming onerous to  
perform;and
- f. Non-performance caused by, or connected with, the AffectedParty's:
  - i. Negligent or intentional acts, errors oromissions;
  - ii. Failure to comply with an Indian Law;or
  - iii. Breach of, or default under thisAgreement.

#### 11.3.3 Notification of Force MajeureEvent

The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after suchreinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event

of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

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

## **11.6 Duty to Perform and Duty to Mitigate**

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

### **Available Relief for a Force Majeure Event**

Subject to this Article 11:

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations;
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

## **12. ARTICLE 12: CHANGE IN LAW**

### **Definitions**

In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including

- (i) the enactment of any new law; or
- (ii) an amendment, modification or repeal of an existing law; or
- (iii) the requirement to obtain a new consent, permit or license; or
- (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the RPG; or (v) any change in the rates of any Taxes including any duties and cess or Introduction of any new tax made applicable for setting up the power project and supply of power from the Power project by the RPG Which have a direct effect on the Project. However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the

- shareholders of the RPG, or
- (v) any change on account of regulatory measures by the Appropriate Commission.
  - (vi) In the event a Change in Law results in any adverse financial loss/ gain to the RPG then, in order to ensure that the RPG is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the RPG/ DISCOM shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.
  - (vii) In the event of any decrease in the recurring/ nonrecurring expenditure by the RPG or any income to the RPG on account of any of the events as indicated above, RPG shall file an application to the Appropriate Commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the RPG failing to comply with the above requirement, in case of any gain to the RPG, DISCOM shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the RPG.

### **Relief for Change in Law**

The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.

The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

## **13. ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION**

### **RPG Event of Default**

The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by DISCOM of its obligations under this Agreement, shall constitute an RPG Event of Default:

- (i) the failure to commence supply of power to DISCOM up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of Contracted Capacity to DISCOM after Commercial Operation Date throughout the term of this Agreement, or
  - if
    - a) the RPG assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
    - b) the RPG transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
      - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
      - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (ii) if (a) the RPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency

cy or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the RPG, or (c) the RPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the RPG will not be a RPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the RPG and expressly assumes all obligations of the RPG under this Agreement and is in a position to perform them; or

- (iii) the RPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from DISCOM in this regard; or
- (iv) except where due to any DISCOM's failure to comply with its material obligations, the RPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPG within thirty (30) days of receipt of first notice in this regard given by DISCOM.
- (v) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the RPG.
- (vi) except where due to any DISCOM's failure to comply with its material obligations, the RPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPG within thirty (30) days of receipt of first notice in this regard given by DISCOM.

**DISCOM Event of Default**

The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the RPG of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting DISCOM:

- (i) DISCOM fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the RPG is unable to recover the amount outstanding to the RPG through the Letter of Credit,
- (ii) DISCOM repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the RPG in this regard; or
- (iii) except where due to any RPG's failure to comply with its obligations, DISCOM is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by DISCOM within sixty (60) days of receipt of notice in this regard from the RPG to DISCOM; or
  - if
    - DISCOM becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixt

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(60) days, or

- any winding up or bankruptcy or insolvency order is passed against DISCOM, or
- DISCOM goes into liquidation or dissolution or a receiver or any similar officer is appointed

overall or substantially all of its assets or an official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a DISCOM Event of Default, where such dissolution or liquidation of DISCOM or DISCOM is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to DISCOM and expressly assumes all obligations of DISCOM and is in a position to perform them; or;

- (iv) Occurrence of any other event which is specified in this Agreement to be a material breach or default of DISCOM.

### ***Procedure for cases of RPG Event of Default***

Upon the occurrence and continuation of any RPG Event of Default under Article 13.1, DISCOM shall have the right to deliver to the RPG, with a copy to the representative of the lenders to the RPG with whom the RPG has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (DISCOM Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

Following the issue of a DISCOM Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the RPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DISCOM may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the RPG.

Subject to the terms of this Agreement, upon occurrence of a RPG Event of Default under this Agreement, the lenders in concurrence with the DISCOM, may exercise their rights, if any, under Financing Agreements, to seek substitution of the RPG by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the RPG and performing the obligations of the RPG. However, in the event the lenders are unable to substitute the defaulting RPG within the stipulated period, DISCOM may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the



Projectassets.

Provided that any substitution under this Agreement can only be made with the prior consent of DISCOM including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by DISCOM and accepts the terms and conditions of this Agreement.

The lenders in concurrence with DISCOM, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The RPG shall cooperate with DISCOM to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 1 LakhperMW +18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the RPG to DISCOM.

In the event the lenders are unable to substitute the defaulting RPG within the stipulated period, DISCOM may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Projectassets.

#### ***Procedure for cases of DISCOM Event of Default***

Upon the occurrence and continuation of any DISCOM Event of Default specified in Article 13.2, the RPG shall have the right to deliver to DISCOM, a RPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

Following the issue of a RPG Preliminary Default Notice, the Consultation Period of ninety

(90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or DISCOM Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DISCOM under intimation to RPG shall, subject to the prior consent of the RPG, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the RPG, or if no offer of novation is made by DISCOM within the stipulated period, then the RPG may terminate the PPA and at its discretion require DISCOM to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 150% (one hundred and fifty per cent) of

the adjusted equity or, (ii) pay to the RPG, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the RPG.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the RPG.

### **Termination due to Force Majeure**

If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.4.2, either Party shall have the right to cause termination of the Agreement. In such an event this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

## **14. LIABILITY AND INDEMNIFICATION**

### **14.1 Indemnity**

The RPG shall indemnify, defend and hold DISCOM harmless against:

- a) any and all third party claims against DISCOM for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the RPG of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by DISCOM from third party claims arising by reason of a breach by the RPG of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the RPG, for which specific remedies have been provided for under this Agreement).

DISCOM shall indemnify, defend and hold the RPG harmless against:

- a) any and all third party claims against the RPG, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by DISCOM of any of their obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the RPG from third party claims arising by reason of a breach by DISCOM of any of its obligations.

### **14.2 Procedure for claiming Indemnity**

#### **14.2.1 Third party claims**

- a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

- i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and
- ii) the claim amount is not required to be paid / deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

- b. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

### **14.3 Indemnifiable Losses**

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

### **14.4 Limitation on Liability**

Except as expressly provided in this Agreement, neither the RPG nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of DISCOM, the RPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

DISCOM shall have no recourse against any officer, director or shareholder of the RPG or any Affiliate of the RPG or any of its officers, directors or shareholders for such claims excluded under this Article. The RPG shall have no recourse against any officer, director or shareholder of DISCOM, or any affiliate of DISCOM or any of its officers, directors or shareholders for such claims excluded under this Article.

#### **14.5 Duty to Mitigate**

The Parties shall endeavour to take all reasonable steps so as to mitigate any loss or damage which has occurred under this Article 14.

### **15. ASSIGNMENTS AND CHARGES**

#### ***Assignments***

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, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by DISCOM subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.

Provided that, DISCOM shall permit assignment of any of RPG's rights and obligations under this Agreement in favour of the lenders to the RPG, if required under the Financing Agreements.

Provided that, such consent shall not be withheld if DISCOM seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the RPG and the DISCOM provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPG to DISCOM. Provided further that, such consent shall not be withheld by the RPG if DISCOM seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPG to DISCOM.

#### ***Permitted Charges***

15.2.1 RPG shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the

Guidelines.

## **16. GOVERNING LAW AND DISPUTE RESOLUTION**

### **16.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in.

### **16.2 Amicable Settlement and Dispute Resolution**

#### **16.2.1 Amicable Settlement**

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (“Dispute”) by giving a written notice (Dispute Notice) to the other Party, which shall contain:
  - (a) a description of the Dispute;
  - (b) the grounds for such Dispute; and
  - (c) all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:
  - (a) counter-claim and defences, if any, regarding the Dispute; and
  - (b) all written material in support of its defences and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16
  - (i) if the other Party does not furnish any counter claim or defence under Article 16
  - (ii) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.
  - (iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

#### **16.2.2 Dispute Resolution**

##### **Dispute Resolution by the Appropriate Commission**

- i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff for any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.
- ii) DISCOM shall be entitled to co-

opt the lenders (if any) as a supporting party in such proceedings before the  
Appropriate Commission.

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

If the Dispute arising as per Article 16.2.1 is not amicably resolved & such dispute is not covered in Article 16.3.1(i), such Dispute shall be resolved by arbitration under the provisions of the Electricity Act, 2003 (as amended from time to time) as under: Proceedings as well as appointment of the arbitrator(s) shall be carried out by the Appropriate Commissions under the Electricity Act 2003 as amended from time to time.

- i) As stipulated by the said Electricity Act 2003, the said arbitration will take place as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time.
- ii) The place of arbitration shall be the \_\_ (City where headquarter of DISCOM is located). The language of the arbitration shall be English.
- iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- iv) The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- v) The award shall be of majority decision.
- vi) DISCOM shall be entitled to co-opt the lenders (if any) as a supporting party in such arbitration proceedings.

### **16.4 *Parties to Perform Obligations***

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

## **17. MISCELLANEOUS PROVISIONS**

### **17.1 *Amendment***

This Agreement may only be amended or supplemented by a written agreement between the Parties.

### **17.2 *Third Party Beneficiaries***

This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

### **17.3 *Waiver***

No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this

Agreement, which shall remain in full force and effect.

#### **17.4 Confidentiality**

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c) disclosures required under Law, without the prior written consent of the other Party.

#### **17.5 Severability**

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

#### **17.6 Notices**

All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

If to the RPG, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address:

Attention:

Email:

Fax. No. :

Telephone No. :

If to DISCOM, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below: Address:

Attention:

Email:

Fax. No. :

Telephone No. :

All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

### **17.7 Language**

All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

### **17.8 Restriction of Shareholders / Owners' Liability**

Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

### **17.9 Taxes and Duties**

The RPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the RPG, contractors or their employees that are required to be paid by the RPG as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

DISCOM shall be indemnified and held harmless by the RPG against any claims that maybe made against DISCOM in relation to the matters set out in Article 17.9.1.

DISCOM shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the RPG by DISCOM on behalf of RPG.

### **17.10 Independent Entity**

The RPG shall be an independent entity performing its obligations pursuant to the Agreement.

Subject to the provisions of the Agreement, the RPG shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the RPG or contractors engaged by the RPG in connection with the performance of the Agreement shall be under the complete control of the RPG and shall not be deemed to be employees, representatives, contractors of DISCOM and nothing contained in the Agreement or in any agreement or contract awarded by the RPG shall be construed to create any contractual relationship between any such employees, representatives or contractors and DISCOM.



**17.11 Compliance with Law**

For and on behalf of [DISCOM]	For and on behalf of [RPG]
Name, Designation and Address	Name, Designation and Address
Signature with seal	Signature with seal
Witness: 1. 2.	Witness: 1. 2.

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

**17.13 Breach of Obligations**

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre- estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of [DISCOM]	For and on behalf of [RPG]
Name, Designation and Address	Name, Designation and Address
Signature with seal	Signature with seal
Witness: 1. 2.	Witness: 2.

**MODEL LEASE AGREEMENT**

This **AGREEMENT OF LEASE** entered into on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_

(hereinafter referred to as the "**LESSOR/OWNER**", which expression shall, wherever the context so requires or admits, SHALL mean and include his legal heirs, executors, administrators and assignees);

**AND:**

\_\_\_\_\_ (Name of Renewable Power Generator (RPG)) Represented by \_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "**LESSEE**", which expression shall, wherever the context so requires or admits, SHALL mean and include its executors, administrators and assignees successors in interest).

**I WHEREAS** the Lessor is the owner in possession of the Barren/Agricultural land measuring \_\_\_\_\_ Acre \_\_\_\_\_ Kanal \_\_\_\_\_ marla \_\_\_\_\_ Share out of Hadbast No. \_\_\_\_\_ Khewat No. \_\_\_\_\_ Khatoni No. \_\_\_\_\_ Khasra No. \_\_\_\_\_ Mustil No. \_\_\_\_\_ Kila No. \_\_\_\_\_ situated at Village/City \_\_\_\_\_ Tehsil \_\_\_\_\_ District which is more fully described in the Schedule hereunder and hereinafter referred to as the Schedule property.

**(Note: The legal revenue terms to be changes to those prevalent in the State)**

**II WHEREAS** the \_\_\_\_\_ (Name of RPG) being a \_\_\_\_\_ (Details of RPG) with an object to plan, develop and operate Renewable Energy based Power Plant (REPP) under MNRE Scheme notified on 8th March 2019.

**III (a) WHEREAS** pursuant to the request of the Lessee, the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the land which is more fully

described in Schedule written hereunder and hereinafter referred to as "**THE SCHEDULE PROPERTY**" for setting up of the "\_\_\_\_ Power Plant".

(b) That pursuant to the request of the Lessee, the Lessor has submitted an application \_\_\_\_\_ under Section \_\_\_\_\_ for the conversion of the land and on behalf of the Lessor/owner the \_\_\_\_\_ (Name of RPG) shall presume that the land is deemed to have been converted for non-agricultural purposes. (Clause to be modified as per State Policy for use of Agriculture land for generation of renewable power)

**IV. NOW THIS AGREEMENT OF LEASE WITNESSES THAT** in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the \_\_\_\_\_ Lessee hereby accepts the lease of the Schedule property on the following terms and conditions:

**1. PURPOSE OF LEASE:**

The grant of lease by the Lessor to the lessee in respect of the Schedule property is for the purpose of developing a \_\_\_\_\_ Power Plant under MNRE Scheme notified on 8th March 2019.

**2. PERIOD OF THE LEASE**

The period of this Lease shall be for Twenty-seven (27) years from this day which may be renewed at the option of the Lessee and Lessor for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by both the parties, by executing and registering separate Lease Agreement.

**3. RENT**

(a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only per annum per Acre. The portion of the land less than one Acre shall be calculated in terms of Square meter and the rent payable for the same shall be at Rs./- per Square meter or part thereof, per annum.

OR

The rent payable by the Lessee to the Lessor after Commercial Operation of the power plant shall be Rs. per unit of total power generated from the power

plant installed on the land of Lessor. Till the start of commercial operation of the plant, the rent shall be Rs. \_\_\_/- (Rupees \_\_\_\_\_) only per annum per Acre.

- (b) The annual rent shall be paid in twelve equal instalments and each instalment \_\_\_\_\_ to be paid by 5<sup>th</sup> day of every month, by crediting the same to the Lessor's Bank Account the details of which may be furnished by the Lessor from time to time.

OR

In case of lease rent on the basis of Rs. per unit, the monthly lease rent would be calculated on the basis of monthly electricity injected in to the grid from the power plant installed on the land of Lessor.

- (c) Lessor may opt for payment of lease rent directly from the Distribution company, which will sign Power Purchase Agreement with Lessee for the above-mentioned \_\_\_ Power Plant to be installed by Lessee. In such a case the Distribution company will pay the lease rent to Lessor on monthly basis from the proceeds payable to the Lessee in lieu of Power supplied by Lessee. In order \_\_\_\_\_ to \_\_\_\_\_ give \_\_\_\_\_ this effect as a suitable provision will be made in the PPA to be signed between Lessee and the Distribution Company.
- (d) [on mutual agreement between Lessor and Lessee] The rent hereby reserved shall be paid by enhancing the same at the end of every \_\_\_ year(s), at % on the rent hereby agreed.
- (e) If the Lessee delays the payment of rent by due date of every month, for any reason, the same shall be paid by adding the interest at the rate % for the said delayed period.

#### **4. GENERAL TERMS**

- i. In consideration of the rent thereina agreed as payable to the Lessor being paid by the Lessee regularly and on complying other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the **Schedule Property** during the lease period without any interruption by the Lessor.
- ii. The Lessor shall allow the Lessee or its representatives to conduct survey and other related work.
- iii. The Lessor has no objections for the Lessee to establish the \_\_\_ Power Plant

in the Schedule property which is the purpose of the grant of this lease and to that effect the Lessee entering into any agreement/s, deeds with companies, individuals, developers/third party etc. in respect of the Schedule property.

- iv. The Lessor has no objections for the Lessee or its representatives for installation of machineries, equipments, etc. for generation of \_\_\_ power in the Schedule property and all work relating to thereto including but not limited to laying poles, wires, etc.

#### **5. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW OWNER**

- I. In the event of the owners transferring their rights/interest in any manner during the existence of the lease to any other person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the owners/purchasers/transferees shall inform the Lessee about the acquiring of the right/interest in respect of the leased property and on receipt of such information, the Lessee shall accept such new purchaser's/transferee's ownership of the land and obtain a written confirmation from such new owner/purchaser/transferee to the effect that he will be bound by the terms of the Lease Agreement.
- II. In the event of the owner transferring their rights/interest to any other person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the transferee to the effect that the transferee will be bound by the terms and conditions of the Lease Agreement for the balance period of the lease or for using the said documents for renewal of the lease for the balance period.
- III. During the subsistence of the lease, the Lessor shall not carry any activity, in the Schedule property, other than those agreed in this agreement;
- IV. The change in the legal status of the Lessee shall not affect the terms and conditions of this Agreement.
- V. The original Lease Agreement shall be with the Lessee and the copy of the same will be with the Lessor.
- VI. In the event of any dispute in respect of the land, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall be pay the same together with interest thereon at the rate % for

such period.

- VII. The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favour of any Banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.
- VIII. The owners shall pay the land tax/revenue in respect of the lands.

**2. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:**

The stamp duty and other registration charges, as applicable for this Agreement of Lease shall be paid by the Lessee.

**3. FORCE MAJEURE:**

It is also agreed and understood between the parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/its merchandise.

**4. ADDRESSES FOR CORRESPONDENCE, ETC**

Any notice and/or communications between the Parties shall be deemed to be sufficient, if delivered by hand under acknowledgement or sent by registered post acknowledgement due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time:

**LESSEE'S:**

**5. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS**

- a) The Lessor hereby covenants with the Lessee that the Lessee paying regularly the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule property without let, hindrance or interference from the Lessor or any other person/s claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule property or on account of any action by the Government during the period of lease and in the event of dispossession of the Lessee from the Schedule property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee

- e.
- b) The Lessor shall offer necessary support and co-operation to the Lessee in its process to obtain required permission/s, approval/s, clearances, etc., from any Statutory Authority or other Local Bodies for the purpose of obtaining and licence, permissions, etc., for installation of power plant. However, obtaining such permission/s, approval/s, clearances, etc., shall be the sole responsibility of Lessee.

**6. LESSEE'S COVENANT AND OBLIGATIONS**

The Lessee hereby covenants with the Lessor as under:

- (a) The Scheduled property shall be utilised for the purpose referred to in Clause (1) above;
- (b) The Lessee shall pay the rents (as per Clause (3)) regularly and promptly;

**7. TERMINATION AND RE-ENTRY**

The Lease shall be determinable under all or any of the following circumstances, namely

- i) by efflux of time;
- ii) in the event of breach by either party of the terms, conditions and covenants hereof;
- iii) if the Scheduled Premises or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or civil commotion, act of God, etc., and these damages be not restored to by the LESSOR within a reasonable time or if the demised premises is acquired compulsorily by any authority;
- iv) After the expiry of lease period, the Lessee shall hand over the land to the Lessor as it was existed previously at the time of this agreement (subject to normal wear and tear).

**8. VARIATION:**

The Lessor and the Lessee hereto acknowledge that this agreement supersedes all prior or communications between them including all oral or written proposals. Any variation, addition and modifications of this agreement between the parties shall be valid only if in writing by the Lessor and Lessee's authorized representative.

**9. ARBITRATION:**

- a) Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this LEASE AGREEMENT or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising

of, or consequent to, or in connection with this LEASE AGREEMENT shall be referred to and resolved by Arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under Arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The Arbitration proceedings shall be held at \_\_\_\_\_ and shall be in English/ \_\_\_\_\_ Language.

- b) This LEASE AGREEMENT shall be governed by the law of India. The Courts at \_\_\_\_\_ alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this LEASE AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

**LESSOR**

**LESSEE**

**WITNESSES: 1.**

**2.**



**SCHEDULE PROPERTY**

All that piece and parcel of Barren/Agricultural land measuring \_\_\_\_\_ Acre \_\_\_\_\_  
Kanal \_\_\_\_\_ marla \_\_\_\_\_ Share out of Hadbast No. \_\_\_\_\_ Khewat  
No. \_\_\_\_\_ Khatoni No. \_\_\_\_\_ Khasra No. \_\_\_\_\_ Mustil No. \_\_\_\_\_ Kila No.  
\_\_\_\_\_ situated at Village/City \_\_\_\_\_ Tehsil \_\_\_\_\_ District and  
bounded on the:

**(Note: The legal revenue terms to be changes to those prevalent in the State)**

East by:

Westby :

Northby :

South by :

**MODEL LEASE AGREEMENT**

This **AGREEMENT OF LEASE** entered into on  
this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_

(hereinafter referred to as the "**LESSOR/OWNER**", which expression shall, wherever  
the context so requires or admits, SHALL mean and include his legal heirs, executors,  
administrators and assignees);

**AND:**

\_\_\_\_\_ (Name of Renewable Power Generator (RPG)) Represented by \_\_\_\_\_

\_\_\_\_\_

(hereinafter referred to as the "**LESSEE**", which expression shall, wherever the context  
so requires or admits, SHALL mean and include its executors, administrators and  
assignees successors in interest).

**V. WHEREAS** the Lessor is the owner in possession of the Barren/ Agricultural  
land

measuring \_\_\_\_\_ Acre \_\_\_\_\_ Kanal \_\_\_\_\_ marla \_\_\_\_\_ Share out of Hadbast

No.\_\_\_\_\_Khwat No.\_\_\_\_\_Khatoni No. \_\_\_Khasra No.\_\_\_\_\_Mustil No. \_\_\_\_\_Kila No. \_\_\_\_\_ situated at Village/City \_\_\_\_\_ Tehsil \_\_\_\_\_District which is morefully described in the Schedule hereunder and hereinafter referred to as the Schedule property.

**(Note: The legal revenue terms to be changes to those prevalent in the State)**

**VI WHEREAS** the \_\_\_\_\_ (Name of RPG) being a \_\_\_\_\_(Details of RPG) with an object to plan, develop and operate Renewable Energy based Power Plant (REPP) under MNRE Scheme notified on 8th March 2019.

**VII (a) WHEREAS** pursuant to the request of the Lessee, the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the land which is morefully

described in Schedule written hereunder and hereinafter referred to as "**THE SCHEDULE PROPERTY**" for setting up of the "\_\_\_Power Plant".

(b) That pursuant to the request of the Lessee, the Lessor has submitted an application under Section\_\_\_for the conversion of the land and on behalf of the Lessor/owner the

\_\_\_\_\_(Name of RPG) shall presume that the land is deemed to have been converted for non-agricultural purposes. (Clause to be modified as per State Policy for use of Agriculture land for generation of renewable power)

**VIII NOW THIS AGREEMENT OF LEASE WITNESSES THAT** in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the Lessee hereby accepts the lease of the Schedule property on the following terms and conditions:

**6. PURPOSE OF LEASE:**

The grant of lease by the Lessor to the lessee in respect of the Schedule property is for the purpose of developing a\_\_\_Power Plant under MNRE Scheme notified on 8th March 2019.

**7. PERIOD OF THE LEASE**

The period of this Lease shall be for Twenty-seven (27) years from this day which may be renewed at the option of the Lessee and Lessor for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by both the parties, by executing and registering separate Lease Agreement.

**8. RENT**

(a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be

Rs. \_\_\_/- (Rupees\_\_\_\_\_) only per annum per Acre. The portion of the \_\_\_\_\_

land less than one Acre shall be calculated in terms of Square meter and the rent payable for the same shall be at Rs.\_/- per Square meter or part thereof, per annum.

OR

The rent payable by the Lessee to the Lessor after Commercial Operation of the power plant shall be Rs.\_per unit of total power generated from the power

plant installed on the land of Lessor. Till the start of commercial operation of the plant, the rent shall be Rs. \_\_\_\_\_/- (Rupees\_\_) only per annum per Acre.

- (b) The annual rent shall be paid in twelve equal instalments and each instalment to be paid by 5<sup>th</sup> day of every month, by crediting the same to the Lessor's Bank Account the details of which may be furnished by the Lessor from time to time.

OR

In case of lease rent on the basis of Rs. \_\_\_per unit, the monthly lease rent would be calculated on the basis of monthly electricity injected in to the grid from the power plant installed on the land of Lessor.

- (c) Lessor may opt for payment of lease rent directly from the Distribution company, which will sign Power Purchase Agreement with Lessee for the above-mentioned \_\_\_Power Plant to be installed by Lessee. In such a case the Distribution company will pay the lease rent to Lessor on monthly basis from the proceeds payable to the Lessee in lieu of Power supplied by Lessee. In order to give this effect a suitable provision will be made in the PPA to be signed between Lessee and the Distribution Company.
- (d) [on mutual agreement between Lessor and Lessee] The rent hereby reserved shall be paid by enhancing the same at the end of every\_\_year(s), at % on the rent hereby agreed.
- (e) If the Lessee delays the payment of rent by due date of every month, for any reason, the same shall be paid by adding the interest at the rate % for the said delayed period.

## **9. GNERAL TERMS**

- v. In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee regularly and on complying other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the **Schedule Property** during the lease period without any interruption by the Lessor.
- vi. The Lessor shall allow the Lessee or its representatives to conduct survey and other related work.
- vii. The Lessor has no objections for the Lessee to establish the\_\_\_Power Plant in the Schedule property which is the purpose of the grant of this lease and to

that effect the Lessee entering into any agreement/s, deeds with companies, individuals, developers/third party etc. in respect of the Schedule property.

- viii. The Lessor has no objections for the Lessee or its representatives for installation of machineries, equipments, etc. for generation of \_\_\_power in the Schedule property and all work relating to thereto including but not limited to laying poles, wires, etc.

#### **10. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW OWNER**

- IX. In the event of the owners transferring their rights/interest in any manner during the existence of the lease to any other person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the owners/purchasers/transferees shall inform the Lessee about the acquiring of the right/interest in respect of the leased property and on receipt of such information, the Lessee shall accept such new purchaser's/transferee's ownership of the land and obtain a written confirmation from such new owner/purchaser/transferee to the effect that he will be bound by the terms of the Lease Agreement.
- X. In the event of the owners transferring their rights/interest to any other person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the transferee to the effect that the transferee will be bound by the terms and conditions of the Lease Agreement for the balance period of the lease or for using the said documents for renewal of the lease for the balance period.
- XI. During the subsistence of the lease, the Lessor shall not carry any activity, in the Schedule property, other than those agreed in this agreement;
- XII. The change in the legal status of the Lessee shall not affect the terms and conditions of this Agreement.
- XIII. The original Lease Agreement shall be with the Lessee and the copy of the same will be with the Lessor.
- XIV. In the event of any dispute in respect of the land, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall be pay the same together with interest thereon at the rate % for such period.

- XV. The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favour of any Banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.
- XVI. The owners shall pay the land tax/revenue in respect of the lands.

**10. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:**

The stamp duty and other registration charges, as applicable for this Agreement of Lease shall be paid by the Lessee.

**11. FORCE MAJEURE:**

It is also agreed and understood between the parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/its merchandise.

**12. ADDRESSES FOR CORRESPONDENCE, ETC**

Any notice and/or communications between the Parties shall be deemed to be sufficient, if delivered by hand under acknowledgement or sent by registered post acknowledgement due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time:

**LESSEE'S:**

**13. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS**

- c) The Lessor hereby covenants with the Lessee that the Lessee paying regularly the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule property without let, hindrance or interference from the Lessor or any other person/s claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule property or on account of any action by the Government during the period of lease and in the event of dispossession of the Lessee from the Schedule property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.
- d) The Lessor shall offer necessary support and co-operation to the Lessee in its process to obtain required permission/s, approval/s, clearances, etc., from any

Statutory Authority or other Local Bodies for the purpose of obtaining and licence, permissions, etc., for installation of power plant. However, obtaining such permission/s, approval/s, clearances, etc., shall be the sole responsibility of Lessee.

**14. LESSEE'S COVENANT AND OBLIGATIONS**

The Lessee hereby covenants with the Lessor as under:

- (c) The Schedule property shall be utilised for the purpose referred to in Clause (1) above;
- (d) The Lessee shall pay the rents (as per Clause (3)) regularly and promptly;

**15. TERMINATION AND RE-ENTRY**

The Lease shall be determinable under all or any of the following circumstances, namely

- v) by efflux of time;
- vi) in the event of breach by either party of the terms, conditions and covenants hereof;
- vii) if the Scheduled Premises or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or civil commotion, act of God, etc., and these damages be not restored to by the LESSOR within a reasonable time or if the demised premises is acquired compulsorily by any authority;
- viii) After the expiry of lease period, the Lessee shall handover the land to the Lessor as it was existed previously at the time of this agreement (subject to normal wear and tear).

**16. VARIATION:**

The Lessor and the Lessee hereto acknowledge that this agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this agreement between the parties shall be valid only if in writing by the Lessor and Lessees authorized representative.

**17. ARBITRATION:**

- c) Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this LEASE AGREEMENT or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, or consequent to, or in connection with this LEASE AGREEMENT

shall be referred to and resolved by Arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under Arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The Arbitration proceedings shall be held at and shall be in English/\_\_\_\_\_ Language.

d) This LEASE AGREEMENT shall be governed by the laws of India. The Courts at

\_\_\_\_\_alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this LEASE AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

**LESSOR**

**LESSEE**

**WITNESSES: 1.**

**2.**



### SCHEDULE PROPERTY

All that piece and parcel of Barren/ Agricultural land measuring\_Acre \_\_\_\_\_  
Kanal\_\_\_\_\_ marla\_\_\_\_\_Share out of Hadbast No.\_  
\_\_\_\_\_Khewat  
No.\_\_\_\_\_Khatoni No. \_\_\_Khasra No.\_\_\_\_\_Mustil No. \_\_\_\_\_Kila  
No.  
\_\_\_\_\_situated at Village/City\_\_\_\_\_Tehsil\_\_\_\_\_District  
and bounded on the:

**(Note: The legal revenue terms to be changes to those prevalent in the State)**

East by:

West by :

North by :

South by :

## लीज एग्रीमेंट

यह लीज अनुबन्ध (एग्रीमेंट) आज दिनांक \_\_\_\_\_ को स्थान \_\_\_\_\_ पर निम्नलिखित पार्टियों के मध्य आपसी सहमति से निष्पादित किया गया :

**प्रथम पक्ष :- भू-मालिक/लीजदाता।**

1. ....
2. ....
3. ....

(जिन्हें बाद में लीजदाता/भू-मालिक से सम्बोधित किया जायेगा, जिनके आशय एवं सन्दर्भ से जहाँ कहीं भी वांछित हो/जरूरी हो इसमें उनके वारिसान, निष्पादक, प्रशासक एवम् प्रतिनिधि माने जायेगें तथा सम्मिलित समझे जावेगें)

**एवम्**

**द्वितीय पक्ष :- रिन्यूवेबल पॉवर उत्पादक (आर.पी.जी.)**

श्री/मैसर्स \_\_\_\_\_ सौर ऊर्जा उत्पादक (आर0पी0जी) जरिये प्रतिनिधि श्री/ \_\_\_\_\_ ( जिन्हें बाद में किरायेदार" से सम्बोधित किया जावेगा, जिनके आशय एवं सन्दर्भ से जहाँ कहीं भी वांछित हो/जरूरी हो इसमें उनके वारिसान, निष्पादक, प्रशासक एवम् प्रतिनिधि माने जायेगें तथा सम्मिलित समझे जावेगें

I – जैसा कि लीजदाता/भू-मालिक के मालिकाना हक एवं कब्जे में बंजर/कृषि भूमि, जिसका क्षेत्रफल/ऐरिया \_\_\_\_\_ हैक्टयर \_\_\_\_\_ /बीघा \_\_\_\_\_ /बिस्वा \_\_\_\_\_ है, जोकि खतौनी नं0 \_\_\_\_\_ खसरा नं0 \_\_\_\_\_ का हिस्सा है। गांव \_\_\_\_\_ /तहसील \_\_\_\_\_ पंचायत समिति \_\_\_\_\_ जिला \_\_\_\_\_ (राजस्थान) में स्थित है। उक्त किराये पर दी जाने वाली भूमि को स्पष्ट रूप से संलग्न सूची में वर्णित किया गया है तथा उसे इस लीजडीड में अनुसूची भू-सम्पत्ति के नाम से संदर्भित किया गया है।

II- जैसा कि श्री/मैसर्स \_\_\_\_\_ (आर0पी0जी0) का मुख्य उद्देश्य अक्षय ऊर्जा पर आधारित बिजली संयंत्र (आर0ई0पी0पी0) एम0एन0आरई0 स्कीम के तहत 8 मार्च 2019 को अधिसूचित योजना की शर्तों के अन्तर्गत योजना बनाना, उसे विकसित करना तथा संचालन करना है।

III- (a) जैसाकि किरायेदार के आग्रह एवं निवेदन पर लीजदाता/ भू-मालिक अपनी जमीन को लीज पर देने के लिए सहमत है, जो इस अनुबन्ध पत्र के अन्तर्गत लिखित अनुसूची में स्पष्टतया वर्णित की गई है एवम् जिसे इसके पश्चात इस लीज डीड में अक्षय ऊर्जा संयंत्र स्थापना हेतु अनुसूची भू-सम्पत्ति के नाम से सम्बोधित किया गया है।

(b) यह कि किरायेदार के आग्रह एवं निवेदन पर भू-मालिक /लीजदाता द्वारा धारा \_\_\_\_\_ के अन्तर्गत एक आवेदन पत्र इस जमीन के उपयोग/परिवर्तन वास्ते हेतु किरायेदार को पेश कर दिया है, जिसे किरायेदार श्री/मैसर्स----- (एस0पी0जी0) लीजदाता /भू-मालिक की तरफ से पर (On-behalf), उसे उपधारित कर सकेगा यह मानते हुये कि सम्बन्धित जमीन (अनुसूची सम्पत्ति) अकृषि प्रयोजन हेतु परिवर्तित कर दी गयी है।

IV- अब यह लीज अनुबन्ध पत्र साक्ष्यांकित करता है कि उपरोक्त प्रतिफल के फलस्वरूप एवम् यहाँ सम्बन्धित पक्षकारों की आपसी सहमति के आधार पर निम्नलिखित वर्णित शर्तों एवं नियमों के अधीन अनुसूची में वर्णित भू-सम्पत्ति को श्री----- मालिक/लीजदाता किराये पर दिये जाने की सहमति प्रदान करता है एवम् अनुसूची में वर्णित----- भू-सम्पत्ति, श्री/मैसर्स----- (किरायेदार) को किराये/लीज पर लेना स्वीकार करता है।

### 1 लीज का उद्देश्य –

यहाँ भू-मालिक/लीजदाता द्वारा अनुसूची में वर्णित सम्पत्ति किरायेदार (एस0पी0जी0) को एम0एन0 आर0ई0 योजना जो 8 मार्च 2019 को अधिसूचित की गई है, के अन्तर्गत सौर ऊर्जा संयंत्र विकसित करने के उद्देश्य से किराये पर लिया जाना/दिया जाना है।

### 2 लीज की समयावधि –

इस लीज की समयावधि लीज डीड दिनांक से (27 वर्ष) सत्ताईस वर्षों के लिए मान्य होगी। इस लीज एग्रीमेन्ट की अवधि को पृथक लीज एग्रीमेन्ट निष्पादन कर तथा उसे पंजीकृत कराकर आपसी सहमति से बढ़ायी जा सकेगी।

### 3 किराया –

(a) किरायेदार द्वारा भू-मालिक/लीजदाता को अनुसूची में वर्णित सम्पत्ति के लिए रूपये ..... /- (अक्षरे रु. .... मात्र ) प्रति वर्ष प्रति एकड किराया देय होगा।

उक्त भूमि का वह भाग जो एक एकड से कम है,के लिए किराये की गणना रु-----वर्ग मीटर अथवा उसके भाग के रूप में की जायेगी।

#### अथवा

किरायेदार द्वारा भूमि मालिक को किराया सौर ऊर्जा संयंत्र से व्यवसायिक उत्पादन शुरू होने की तिथि के पश्चात् कुल उत्पादित बिजली के रु -----प्रति यूनिट के रूप में दिया जायेगा। व्यवसायिक उत्पादन प्रारंभ होने से पूर्व किराया रु ---- प्रति एकड प्रति वर्ष होगा।

(b) यह कि वार्षिक किराया बारह (12) समान किशतों में देय होगा एवम् प्रत्येक किशत प्रत्येक महीने की 5 तारीख तक देय होगी जो भू-मालिक/लीजदाता के बैंक खाते में जमा करवाकर अदा की जावेगी। किरायेदार द्वारा देय किराये की जानकारी समय-समय पर भू-मालिक को देनी होगी।

#### अथवा

किराया प्रति यूनिट आधारित होने पर मासिक किराये की गणना भूमि मालिक की भूमि पर स्थापित सौर ऊर्जा संयंत्र से प्रति माह ग्रिड में निष्पादित बिजली के आधार पर की जायेगी।

(c) भूमि मालिक किराये की राशि को सीधे ही राजस्थान ऊर्जा विकास निगम लि0 (RUVNL) जो कि किरायेदार के साथ विद्युत क्रय अनुबंध साईन करेगा,से प्राप्त करने का विकल्प उपलब्ध होगा।

इस स्थिति में आर.यू.वी.एन.एल. भूमि मालिक को किरायेदार द्वारा प्रति माह आपूर्ति की गई बिजली के लिये देय भुगतान में से किराये की राशि का भुगतान करेगे। इसे प्रभावी बनाने के लिये किरायेदार तथा आर.यू.वी.एन.एल. के बीच साईन किये जाने वाले विद्युत कय अनुबंध में समुचित प्रावधान किया जावेगा।

- (d) लीजडीड में निर्धारित किराये में ..... प्रतिशत की बढ़ोतरी प्रत्येक..... वर्ष में की जा सकेगी।
- (e) किरायेदार द्वारा भू-मालिक/लीजदाता को निर्धारित किराया समय पर देना आवश्यक होगा। यदि किरायेदार द्वारा निर्धारित किराया भू-मालिक/लीजदाता को निर्धारित तिथि तक चुकता नहीं किया जाता है, तो ऐसी स्थिति में किरायेदार द्वारा भू-मालिक/लीजदाता को लम्बित किराये की राशि .....प्रतिशत ब्याज सम्मिलित करते हुए चुकानी होगी।
- (f) किरायेदार द्वारा एक माह का किराया बतौर अमानत राशि देना होगा जो भू-मालिक/लीजदाता के पास जमा रहेगा, जोकि परियोजना के पूर्ण होने पर अन्तिम माह के किराये में समाहित हो सकेगा।

#### 4 सामान्य शर्तें –

- i) किरायेदार द्वारा निर्धारित शर्तों एवं नियमों एवम् समझौतों की पालना के तहत पूर्ण किराया देने की स्थिति में इस अनुबंध की अवधि में बिना भू-मालिक के किसी भी प्रकार के व्यवधान के “अनुसूची भू-सम्पत्ति” का उपयोग कर सकेगा।
- ii) बिजली संयंत्र स्थापित करने हेतु किसी भी प्रकार के आंकलन, सर्वे या अन्य सम्बन्धित कार्य के लिए किरायेदार या उसके प्रतिनिधियों को लीज सम्पत्ति में प्रवेश करने के लिए भू-मालिक/लीजदाता को स्थायी आज्ञा (लीज अवधि तक के लिए) स्वीकार्य होगी।
- iii) बिजली संयंत्र स्थापित करने हेतु किरायेदार किन्हीं भी कम्पनियों, व्यक्तियों या विकासकर्ताओं या तृतीय पक्षकारों के साथ इस उल्लेखित भू-सम्पत्ति के सम्बन्ध में कोई भी करार या विलेख निष्पादित कर सकेगा। जिस पर भू-मालिक/लीजदाता द्वारा किसी भी प्रकार का आक्षेप या हस्तक्षेप नहीं किया जावेगा।
- iv) किरायेदार या उसके प्रतिनिधियों को उल्लेखित अनुसूची भू-सम्पत्ति पर बिजली उत्पादन के लिए किये जाने वाले समस्त कार्यों को करने तथा आवश्यक सभी प्रकार की मशीनों एवं यन्त्रों के स्थापित किए जाने पर भू-मालिक/लीजदाता द्वारा किसी भी प्रकार की आपत्ति नहीं की जाएगी।
- v) अनुसूची भू-सम्पत्ति आज तक भू-मालिक/लीजदाता की ओर से हर प्रकार के झगड़े, टंटे, ऋण भार (सरकारी व जन साधारण) से मुक्त है, जिस पर भू-मालिक/लीजदाता बिना किसी सीर व साझे के हिस्सेदार, स्वामी, काबिज, अधिकारी है। उक्त वर्णित भू-सम्पत्ति को किसी भी व्यक्ति या संस्था को रहन, विक्रय, बख्शीश, कर्जा, कुर्की, जमानत, पुन्य इत्यादि में बन्धित नहीं कर रखा है तथा उक्त भू-सम्पत्ति बाबत किसी भी न्यायालय में कोई वाद लम्बित नहीं है व किसी भी न्यायालय द्वारा उक्त भू-सम्पत्ति के बाबत निषेधाज्ञा का आदेश नहीं है। भू-मालिक/लीजदाता द्वारा उक्त भू-सम्पत्ति बाबत किसी अन्य से कोई अनुबन्ध या संविदा निष्पादन नहीं कर रखा है। उक्त वर्णित भू-सम्पत्ति को हस्तान्तरित करने के मालिकाना हक व अधिकार भू-मालिक/लीजदाता को प्राप्त है।

#### 5 लीजदाता/भू-मालिक द्वारा अनुसूची भूमि के बेचान/हस्तान्तरण की स्थिति में लीजडीड/किरायेनामा की स्थिति।

- 5.1 उक्त लीज डीड इसकी सम्पूर्ण अवधि में भूमि मालिक द्वारा अपने हित/अधिकार किसी भी रूप में किसी अन्य व्यक्ति को हस्तान्तरित करने की स्थिति होने पर, इस लीज एग्रीमेन्ट के तहत किसी भी स्थिति में किरायेदार के अधिकारों को प्रभावित किये बगैर स्वीकार्य होगी। तथा भूमि मालिक/खरीदार /हस्तान्तरित किराये शुदा सम्पत्ति के संदर्भ में किरायेदार के अधिकार/हितो

को अवाप्त करने के बारे में किरायेदार को सूचित करेंगे, तथा ऐसी सूचना प्राप्त होने पर किरायेदार भूमि के खरीददार / हस्तान्तरित के मालिकाना हक को स्वीकार करेगा और नये मालिक / खरीदार / हस्तान्तरित से लीज एग्रीमेन्ट की शर्तों की लिखित सहमति प्राप्त करेगा।

- 5.2 ऐसी दशा में जबकि भू-स्वामी अपने अधिकारों या हितों को किसी अन्य व्यक्ति के हित में हस्तांतरित कर रहा है, तो ऐसे हितों के हस्तांतरण की सूचना किरायेदार को दी जा जायेगी। ऐसी स्थिति में भू-मालिक/लीजदाता सुनिश्चित करेगा कि सभी आवश्यक दस्तावेज हस्तांतरितियों से प्राप्त करेगा जो इस प्रभाव एवं आशय हेतु हस्तांतरित लीज की शेष रही अवधि के लिए एग्रीमेन्ट की समस्त शर्तों एवम् दशाओं से बंधित व बाध्यकारी हो या ऐसे कथित दस्तावेजों को एग्रीमेन्ट की शेष अवधि के नवीनीकरण करने के लिए उपयोग में लेना आवश्यक हो।
- 5.3 इस एग्रीमेन्ट के अस्तित्व में रहने की अवधि के दौरान भू-मालिक/लीजदाता ऐसी कोई भी गतिविधि (सिवाय उनके जोकि इस एग्रीमेन्ट में मंजूर की गई हो) नहीं करेगा या चलायेगा।
- 5.4 किरायेदार की कानूनी हैसियत में किसी प्रकार का बदलाव, परिवर्तन, इस अनुबन्ध की शर्तों एवं दशाओं पर, कोई विपरीत प्रभाव नहीं डाल सकेगा।
- 5.5 लीज अनुबंध की मूल प्रति किरायेदार के पास तथा इसकी प्रति भू-मालिक के पास रहेगी।
- 5.6 अनुसूची भूमि के सम्बन्ध में किसी भी प्रकार का विवाद होने की स्थिति में किरायेदार सम्बन्धित दीवानी न्यायालय में किराये की राशि को जमा करायेगा। किरायेदार द्वारा जमा नहीं कराने की स्थिति में किरायेदार ऐसी राशि को से ब्याज सहित ऐसी अवधि के लिए अदा करने का उत्तरदायी होगा।
- 5.7 किरायेदार किसी बैंक अथवा वित्तीय संस्थान से ऋण या अग्रिम राशि या अन्य वित्तीय सुविधा जो किरायेदार को प्राप्त हो, के एवज में भूमि को रहन अथवा सुरक्षा गारन्टी के रूप में प्रस्तावित नहीं करेगा।
- 5.8 भू-मालिक/लीजदाता इस जमीन के सम्बन्ध में सभी प्रकार के भूमि कर/राजस्व खुद अदा करेगा।

## 6 स्टाम्प ड्यूटी एवम् पंजीकरण खर्चों का भुगतान –

स्टाम्प ड्यूटी एवम् अन्य पंजीकरण खर्च जो भी इस किराया अनुबन्ध पर लागू होंगे, वे सभी किरायेदार द्वारा अदा किए जायेंगे।

## 7 प्राकृतिक या ना रोके जा सकने वाली घटनायें या आपदाओं की स्थिति में–

यदि कोई नुकसान या क्षतिपूर्ति जो किरायेदार या उसके माल व व्यापार को घटित होती है (किसी समय पर ऐसी दुर्घटना होने की दशा में जो आग लगने के कारण, भूकम्प, हडताल, बाढ़, तूफान आंधी, युद्ध, सिविल युद्ध या सिविल कलह या क्षोभ, भीड़ हिंसा, सिविल व्यवधान भगवान के किसी कृत्य के कारण या आतंकवादियों के आक्रमण के कारण घटित होती है), तो उसके लिए भू-मालिक/लीजदाता उत्तरदायी नहीं होगा। यह शर्त भी दोनों पक्षकारों के मध्य स्वीकार्य है।

## 8 पत्राचार इत्यादि के लिए पता –

कोई भी सूचना या पत्र व्यवहार पक्षकारों के मध्य पर्याप्त समझा जायेगा यदि अभिस्वीकृति के अन्तर्गत जरिये हस्ते भेजा जाता है अथवा जरिये रजिस्टर्ड अभिस्वीकृति डाक से अधिसूचित पते या उस पते पर जो समय-समय पर भू-सम्पति मालिक द्वारा किरायेदार को लिखित में सूचित किया जावेगा।

## 9 भू-मालिक एवं किरायेदार निम्न शर्तों पर भी आपस में सहमत है :-

- (i) कि किरायेदार द्वारा नियमित रूप से इस अनुबन्ध पत्र के तहत निर्धारित किराया अदा करते रहने एवम् वर्णित सभी शर्तों की पालना एवम् अनुसरण करने पर, इस किरायानामे की अवधि के

अस्तित्व में रहने के दौरान, इस वर्णित किरायाशुदा भू-सम्पत्ति को उपयोग एवम उपभोग में लेने के लिए (भू-मालिक या उसके किसी भी अन्य प्रतिनिधि के बिना किसी व्यवधान एवं हस्तक्षेप के ) अधिकृत हो जावेगा।

- (ii) उपरोक्त के बावजूद भी यदि किरायेदार वर्णित किरायाशुदा सम्पत्ति का किसी भी प्रकार से शान्तिपूर्ण उपभोग/उपयोग करने से वंचित हो जावे या किराया अवधि के दौरान सरकार के किसी भी कदम की वजह से एवम् उपरोक्त वर्णित किराया सम्पत्ति से किरायेदार के बेदखल होने की स्थिति में या किसी भी भाग या अंश को भू-मालिक की किसी भी चूक की वजह से छोड़ना पड़े तो भू-मालिक ऐसी सभी न्यायोचित हानियों व क्षतियों की क्षतिपूर्ति करेगा, जो किरायेदार को हुई हो ।
- b) भू-मालिक/लीजदाता बिजली संयंत्र स्थापित करने हेतु वह सभी आवश्यक सहयोग एवं समर्थन किरायेदार को प्रदान करेगा जो उसके द्वारा अनिवार्य रूप से वांछित आज्ञाओं/स्वीकृतियों व क्लियरेंसों आदि को प्राप्त करने की प्रक्रियाओं में जरूरी होगा जोकि किसी भी वैधानिक संस्थाओं या अन्य स्थानीय संस्थाओं से प्राप्त की जानी अनिवार्य है तथा उन सभी आज्ञा पत्रों एवम् आज्ञाओं आदि को प्राप्त करने में भी आवश्यक सहयोग एवं समर्थन देगा जो इस बिजली संयंत्र को स्थापित करने के लिए प्राप्त करना अनिवार्य है। हालाँकि इन सब तरह की आज्ञाओं, स्वीकृतियों एवं क्लियरेंस आदि को प्राप्त करने की एकमात्र जिम्मेदारी किरायेदार की ही होगी ।

#### 10 किरायेदार की सहमति एवम् कर्तव्य –

किरायेदार इस अनुबन्ध पत्र के तहत भू-मालिक/लीजदाता के साथ निम्नलिखित बातों पर सहमत है: –

- (i) यह कि अनुसूची में वर्णित सम्पत्ति केवल मात्र उपरोक्त **क्लॉज (1)** में वर्णित उद्देश्य के लिए काम में ली जावेगी ।
- (ii) यह कि किरायेदार इस अनुबन्ध पत्र के **क्लॉज (3)** में वर्णित नियमानुसार किराया नियमित समय पर भुगतान करता रहेगा ।

#### 11 लीज एग्रीमेन्ट समाप्ति एवम् लीज एग्रीमेन्ट का पुनः निर्धारण किया जाना: –

इस लीज एग्रीमेन्ट का निम्नलिखित वर्णित सभी या निम्नलिखित वर्णित परिस्थितियों में से किसी एक के भी घटित होने पर समाप्त किया जा सकेगा –

- i) समय के प्रवाह के कारण।
- ii) इस अनुबन्ध में वर्णित किन्हीं भी शर्तों, दशाओं एवम् सहमतियों का किसी भी पक्षकार द्वारा उल्लंघन करने की दशा में।
- iii) किसी भी अज्ञात या अदृश्य परिस्थितियों या सिविल कलह, क्षोभ या हलचल की वजह से या भगवान के कृत्यों आदि के द्वारा एवम् भू-मालिक/लीजदाता द्वारा उपयुक्त समय के अन्दर ये क्षतियों व नुकसान दुरुस्त व सही नहीं किये जाने की स्थिति या अनुसूची में भू-सम्पत्ति अनिवार्य रूप से किसी अधिकारी द्वारा अवाप्त करने के कारण यदि वर्णित भू-सम्पत्ति या भवन या इसका कोई भी भाग या अंश पूरी तरह से नष्ट या क्षतिग्रस्त हो जावे।
- iv) किरायानामें की समयावधि की समाप्ति के पश्चात किरायेदार अनुसूची भू-सम्पत्ति को भू-मालिक/लीजदाता को उसी स्थिति में सुपुर्द करेगा, जैसा कि इस अनुबन्ध पत्र के निष्पादन के समय पूर्व में स्थित थी (सिवाय छोटी मोटी टूटफूट को छोड़कर ) ।

#### 12 लीज एग्रीमेन्ट में परिवर्तन, रूपान्तरण

भू-मालिक तथा किरायेदार इस बात पर भी सहमत है कि यह अनुबन्ध पूर्व में किये गये सभी व्यवहारों जिसमें मौखिक/लिखित प्रस्ताव भी सम्मिलित है का स्थान लेगा। लीज एग्रीमेन्ट में किसी भी प्रकार का परिवर्तन, रूपान्तरण और अभिवृद्धि इस अनुबन्ध पत्र में सम्बन्धित पक्षकारों के

मध्य केवल तभी ही वैध होगा जब ऐसा लिखित में भू-मालिक/लीजदाता व किरायेदार या उनके प्रतिनिधियों द्वारा आपसी सहमति से किया जावे ।

**13— पंचाट या मध्यस्थता (ARBITRATION) –**

- (i) सम्बन्धित पक्षकारों के मध्य किसी भी प्रकार का विवाद या मतभेद पैदा होने पर, इस अनुबन्ध पत्र के किसी भी क्लॉज में किसी भी प्रभाव, व्याख्या या लागूता के सम्बन्ध में या उनके किन्हीं अधिकारों, कर्तव्यों या दायित्वों के सम्बन्ध में, या इस अनुबन्ध पत्र के तहत किसी भी कार्य, मामले या वस्तु के सम्बन्ध में या इनके परिणामस्वरूप से या इनके सम्बन्ध में उत्पन्न होता है, तो उसका समाधान मध्यस्थता एवम् पंचाट अधिनियम 1996 एवम् इसके संशोधित और अन्य बनाये गये नियमों के प्रावधानानुसार सेवानिवृत्त जिला जज की मध्यस्थता को भेजा जावेगा, जिसके द्वारा अन्तिम रूप से उसकी मध्यस्थता द्वारा निपटाया व हल किया जावेगा, जोकि दोनों पक्षों को मान्य होगा। पंचाट की कार्यवाही जयपुर में आयोजित कि जावेगी तथा इसे अंग्रेजी/..... भाषा में दर्ज किया जायेगा।
- (ii) यह किराया अनुबन्ध पत्र भारत के कानून अनुसार शासित होगा
- (iii) जयपुर मुख्यालय के सक्षम न्यायालय को इस किराया अनुबन्ध पत्र की किन्ही भी शर्तों के उल्लंघन या इस सम्बन्ध में उत्पन्न होने वाले विवाद को सुनने एवम् ग्रहण करने का क्षेत्राधिकार होगा ।

उपरोक्त की साक्ष्य स्वरूप पक्षकारों द्वारा यह विलेख गवाहों की उपस्थिति में निष्पादित किया गया एवम् उपरोक्त वर्णित लीज एग्रीमेन्ट दिनांक----- माह----- वर्ष----- में हस्ताक्षरित एवम् सत्यापित कराया गया ।

भू-सम्पत्ति मालिक/लीजदाता

लीजग्रहिता/ किरायेदार

1. ....
2. ....
3. ....

गवाह – 1

गवाह 2—

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**भू-सम्पत्ति अनुसूची**

सभी अंश एवम् हिस्सों सहित बैरन/ कृषि भूमि क्षेत्रफल----- हेक्टअर, जो खतौनी नं०  
----- खसरा नं० ----- का हिस्सा है, तथा गाँव/शहर ----- तहसील  
----- जिला ----- में स्थित है एवम् जिसकी सीमाएँ निम्न प्रकार है -

पूर्व दिशा में - -----

पश्चिम दिशा में - -----

उत्तर दिशा में - -----

दक्षिण दिशा में - -----

भू-सम्पत्ति मालिक/लीजदाता

लीजग्रहिता/किरायेदार

1. ....
2. ....
3. ....
4. ....



श्री

**मुख्यारनामा आम**

मैं.....पुत्र श्री.....आयु.....वर्ष.....  
जाति.....निवासी.....का हूँ।

**अनुसूची भू-सम्पत्ति का विवरण :-**

सभी अंश एवम् हिस्सों सहित बंजर/ कृषि भूमि क्षेत्रफल-----हेक्टअर, जो खतौनी नं० ----- खसरा नं० ----- का हिस्सा है, तथा गाँव/शहर ----- तहसील ----- जिला ----- में स्थित है।

यह कि इस प्रकार उक्त वर्णित भू-सम्पत्ति को हर प्रकार से काम में लेने, रहन, विक्रय, निर्माण व हस्तान्तरण आदि करने का मुझे भी स्वत्वाधिकार प्राप्त है तथा अनुसूची भू-सम्पत्ति आज तक हर प्रकार के झगड़े, टंटे, ऋण भार (सरकारी व जन साधारण) से मुक्त है। जिस पर भू-मालिक/लीजदाता बिना किसी सीर व साझे के हिस्सेदार, स्वामी, काबिज, अधिकारी है। उक्त वर्णित भू-सम्पत्ति को मैंने किसी भी व्यक्ति या संस्था को रहन, विक्रय, बख्शीश, कर्जा, कुर्की, जमानत, पुन्य इत्यादि में बन्धित नहीं कर रखा है तथा उक्त भू-सम्पत्ति बाबत किसी भी न्यायालय में कोई वाद लम्बित नहीं है व किसी भी न्यायालय द्वारा उक्त भू-सम्पत्ति के बाबत निषेधाज्ञा का आदेश नहीं है। मैंने उक्त भू-सम्पत्ति बाबत किसी अन्य से कोई अनुबन्ध या संविदा निष्पादित नहीं कर रखी है। उक्त वर्णित भू-सम्पत्ति को हस्तान्तरित करने के मालिकाना हक व अधिकार भू-मालिक/लीजदाता को प्राप्त है।

यह कि अपने कार्यों में अत्यधिक व्यस्त रहने के कारण मैं अपनी उपरोक्त वर्णित भू-सम्पत्ति की देखभाल व सार संभाल करने में असमर्थ हूँ, इसलिए मैं इस मुख्यारनामा आम की रूह से मेरे अजीज एवं शुभचिन्तक श्री.....पुत्र श्री.....आयु.....वर्ष.....निवासी.....को अपने उक्त वर्णित भू-सम्पत्ति के संबंध में, अपना मुख्यारआम नियुक्त कर अधिकार देता हूँ कि उक्त मुख्यारआम मेरे उक्त वर्णित भू-सम्पत्ति के संबंध में समस्त राजकीय कार्यालयों जैसे रीको, जयपुर विकास प्राधिकरण, नगर निगम, जिलाधीश कार्यालय, तहसील निजामत, अदालत अब्बल, मुन्सफी, सिविल जजी, उच्च न्यायालय व उच्चतम न्यायालय आदि व अन्य तक जो वर्तमान में कायम है और भविष्य में कायम होंगे, उनमें मेरी ओर से समस्त लिखित व मौखिक कार्यवाही पैरवी व जवाब देही करने का अधिकार मेरे मुख्यारआम को होगा तथा मेरे उक्त मुख्यारआम को अधिकार होगा कि मेरे उक्त भू-सम्पत्ति से सम्बन्धित लीज एग्रीमेन्ट के पंजीयन की कार्यवाही किरायेदार/स्वयं के हित में निष्पादित करावे व कब्जा देवे।

यह कि भविष्य में मेरी उक्त भू-सम्पत्ति पर किसी प्रकार का वाद विवाद उत्पन्न होने की अवस्था में, उक्त मुख्यारआम मेरी ओर से गवाहान से जिरह करे, बयान करावे, स्वयं उपस्थित होवे, दावा, जवाब दावा, तरमीम दावा, राजीनामा, उजरदारी, बाजरदारी, निगरानी, डिक्री, कुर्की, मतालबा, वसूली, आदि की कार्यवाही करे, इसके लिए एडवोकेट को नियुक्त करे, उन्हें मेहनताना देवे तथा पृथक कर समस्त देखभाल की कार्यवाही मेरी ओर से करे।

सारांश यह है कि उक्त मुख्यारआम द्वारा मेरे उक्त भू-सम्पत्ति के बारे में की गयी समस्त लिखित व मौखिक कार्यवाही, पैरवी व जवाबदेही मुझको मेरे किये हुए के समान स्वीकार व अंगीकार होगी।

अतः यह मुख्यारनामा आम मैंने अपनी राजी खुशी बदुरुस्ती होश हवास के ..... ग्रीन पेपरों पर लिख दिया है, का प्रमाण रहे और समय पर काम आवें।

इति दिनांक

हस्ताक्षर मुख्त्यारकर्ता  
(.....)

यह मुख्त्यारनामाआम जिस प्रकार से लिखा एवं निष्पादित किया गया है, मुझे स्वीकार है।

हस्ताक्षर मुख्त्यारआम

1. गवाह : .....

नाम : .....

पुत्र : .....

निवासी: .....

2. गवाह : .....

नाम : .....

पुत्र : .....

निवासी: .....