

Attention: Chief General Manager (PP)  
Email: Sgm.pp@gridco.co.in  
Fax. No.: 0674 – 2547 180  
Telephone No.: 0674 – 2545 308

17.6.4. 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 acknowledgment 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.

17.6.5. 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***

17.7.1. 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.

17.7.2. 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***

17.8.1. 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 relevant act in India.

**17.9. *Restriction of Shareholders / Owners' Liability***

17.9.1. 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 relevant act in India.

**17.10. *Taxes and Duties***

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

17.10.2. GRIDCO shall be indemnified and held harmless by the SPG against any claims that may be made against GRIDCO in relation to the matters set out in Article 17.9.1.

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

**17.11. *Independent Entity***

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

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

**17.12. Compliance with Law**

17.12.1. 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 thereunder, 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**

17.13.1. 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 GRIDCO

Name:  
Designation:  
Address:  
Signature with seal:

For and on behalf of [SPG]

Name:  
Designation:  
Address:  
Signature with seal:

Witness:

1.

2.

Witness:

1.

2.

## **Annexure 1: Details of land**

### **SCHEDULE PROPERTY**

All that piece and parcel of Schedule Property is mentioned below:

- Name: [name of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- Mobile no.: [Mobile no. of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- AADHAAR no.: [AADHAAR no. (applicable for Individual Farmers or Group of Farmers)]
- Registration details: [Registration no., date of registration, registered under [insert the act under which it is registered] (applicable for Cooperatives or Panchayats or FPO or WUA)]
- Mouja: [mouja name]
- Thana, thana no.: [thana name], [thana no.]
- Tehsil, tehsil no.: [tehsil name], [tehsil no.]
- Panchayat: [panchayat name]
- Village: [village name]
- RI circle: [RI circle name]
- District: [district name]
- Pin code: [6-digit pin code]
- Google coordinate: [for example 20.135172, 85.084869 format]

Khata no.	Plot no.	Kissam	Extent/ rakba of land (in acres)	Current usage (Agriculture/ non-agriculture/ barren)

Note: Please note that this Annexure is a sample format and the Bidder shall provide the above information for each Project applied for an individual substation. In case the Bidder has land spread across 2 different administrative units, for example, in 2 different tehsil or village, then the information shall be provided under separate Annexures.

**Annexure 2: Schedule for minimum Contracted Energy generation for the Project**

The year-wise schedule for minimum Contracted Energy generation for the Project is mentioned below:

<b>Contract Year</b>	<b>Minimum Contracted Energy (kWh)@15% CUF</b>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

### **Annexure 3: Performance Bank Guarantee format**

#### **Format for Performance Security**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

(Performance Security shall be submitted in 2 Nos. of Bank Guarantees in the ratio of 20% and 80% value.)

In consideration of the M/s [Insert name of the Successful Bidder] (hereinafter referred to as 'Solar Project Generator or SPG') submitting the response to RFP No. [RFP] dated [DD MMM YYYY] issued by Odisha Renewable Energy Development Agency (OREDA) inter alia for selection of the Project having the capacity of [Capacity] kWp, at [Insert name of the SPP location] for supply of energy therefrom on long term basis to Grid Corporation of Odisha Limited (hereinafter referred to as "GRIDCO") and OREDA considering such response to the RFP (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees), OREDA issuing an intimation Letter of Award no. [intimation no.] dated [DD MMM YYYY] to [name of SPG] as per terms of RFP and the same having been accepted by the SPG resulting in a Power Purchase Agreement (PPA) to be entered into with GRIDCO, for purchase of Delivered Energy from the SPG. As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to OREDA at [OREDA's address] forthwith on demand in writing from OREDA or any Officer authorized by it in this behalf, any amount up to and not exceeding INR [Amount] (Indian Rupees [in words]) only, on behalf of the SPG.

This Bank Guarantee shall be valid and binding on this Bank up to and including [insert expiry date in DD MMM YYYY] along with claim date up to and including [insert claim date in DD MMM YYYY] and shall not be terminable by any notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Bank Guarantee is restricted to INR [Amount] (Indian Rupees [in words]) only. Our Bank Guarantee shall remain in force until [insert expiry date in DD MMM YYYY] OREDA shall be entitled to invoke this Bank Guarantee till [insert claim date in DD MMM YYYY].

The Guarantor Bank hereby agrees and acknowledges that OREDA shall have the right to invoke this Bank Guarantee in part or in full, as it may deem fit at its branch at Bhubaneswar.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by OREDA, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to OREDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the SPG and/ or any other person. The Guarantor Bank shall neither require OREDA to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against OREDA in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar shall have exclusive jurisdiction.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or whatsoever.

This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly OREDA shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the SPG, to make any claim against or any demand on the SPG or to give any notice to the SPG or to enforce any security held by OREDA or to exercise, levy or enforce any distress, diligence or other process against the SPG .

The Guarantor Bank acknowledges that this Bank Guarantee is not personal to OREDA and may be assigned, in whole or in part, (whether absolutely or by way of security) by OREDA to any entity to whom OREDA is entitled to assign its rights and obligations under the PPA.

Signature:

Name: [Name]

Power of Attorney No.: [PoA no.]

For

[Insert name of the Bank]

Email ID of the Bank: [Email id]

Banker's Stamp and Full Address: [Address]

Dated this [DD] day of [MMM], [YYYY]

Witness

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

**Note:**

- 1. The stamp paper shall be in the name of the executing bank and of appropriate value of stamp paper.
- 2. The Performance Security shall be executed by any of the nationalized or scheduled bank in India.

## LEASE AGREEMENT

This **Lease Agreement** entered into on this [Day] day of [Month] month [Year] year ("**Effective Date**") at [Location].

### BETWEEN:

[Name of the Lessor - Individual Farmer/ Group of Farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations/ Water User Associations] (hereinafter referred to as the "**Lessor**", which expression shall, wherever the context so requires or admits, shall mean and include his legal heirs, executors, administrators and assignees successors in interest);

### AND:

[Name of the Lessee – Solar Power Generator (SPG)], represented by [Name of the authorized signatory of the Lessee], (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).

The Lessor and Lessee are individually referred to as a 'Party' and collectively referred to as 'Parties'.

- I. **WHEREAS** the Lessor is the owner in possession of the barren/ agricultural/ non-agricultural land measuring [area in acres] acres situated at Panchayat [Panchayat name], Village [Village name], RI Circle [RI Circle name], District [District name] in Odisha which is more fully described in the Schedule hereunder and hereinafter referred to as the "**Schedule Property**" as given in Annexure 1.
- II. **WHEREAS** the Lessee being a [sole proprietor firm/ partnership firm/ company] incorporated under the [relevant act in India], having its registered office at [registered office address] to plan, develop and operate solar energy-based power plant under MNRE Scheme notified on 8<sup>th</sup> March 2019 and further amendments.
- 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 Schedule Property which is more fully described in Schedule written hereunder and hereinafter referred to as the "**Schedule Property**" for setting up of the [Project capacity - 500 kW to 2,000 MW] kW solar energy based power plant (hereinafter referred to as the "**Project**").  
  
(b) That pursuant to the request of the Lessee, the Lessor has submitted an application under Section 8-A, of The Odisha Land Reforms Act, 1960 for the conversion of the Schedule Property. The Lessee, on behalf of the Lessor, shall presume that the Schedule Property is deemed to have been converted for non-agricultural purposes, in case it is required to convert the land for non-agricultural purposes. However, the Lessee shall be responsible for obtaining the approval for converting the status of the Schedule Property, as per the Applicable Law.
- IV. **WHEREAS** the Lessor and Lessee have mutually determined the lease rent charges as detailed in Article 3 of this Lease Agreement.
- V. **NOW THIS LEASE AGREEMENT 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 the Project (including associated infrastructure like office, fence etc.) under the MNRE Scheme notified on 8<sup>th</sup> March 2019 and further amendments.

### 2. **PERIOD OF THE LEASE**

The period of this Lease Agreement shall be for twenty-seven (27) years from the Effective Date (“**Lease Period**”) 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 a separate lease agreement.

### 3. **RENT**

- a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be INR [in number]/- (Indian Rupees [in words]) only per annum per acre for the Lease Period. The portion of the Schedule Property less than one acre shall be calculated in terms of decimal and the rent payable for the same shall be at INR [in number]/- (Indian Rupees [in words]) only per decimal or part thereof, per annum for the Lease Period.
- b) The annual rent shall be paid in twelve (12) equal installments and each installment shall be paid, in advance, by the 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.
- c) The SPG shall make payment of monthly rent directly in advance, by the 5<sup>th</sup> day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement until achieving the COD and for the first month of the PPA Term. In this regard, the SPG shall submit the bank receipts to GRIDCO by 10<sup>th</sup> of every month citing that the rent payments are made on or before 5<sup>th</sup> of every month;
- d) The Lessee shall make payment of monthly rent through GRIDCO in line with the Power Purchase Agreement (PPA) signed between the Lessee and GRIDCO during the PPA Term, except for the first month of PPA Term. In such a case, GRIDCO will pay the rent to Lessor on monthly basis from the proceeds payable to the Lessee for the energy supplied by Lessee as per the PPA. In case there is a shortfall of payment for the payment to be made to the Lessor, then the Bidder shall be responsible to make a payment to GRIDCO for the equivalent amount thirty (30) Days prior to the due date of payment.
- e) The SPG shall make payment of monthly rent directly in advance, by the 5<sup>th</sup> day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement from the date of expiry of PPA term of 25 years (as per the PPA terms and conditions) until the expiry of Lease Period. In this regard, the SPG shall submit the bank receipts to GRIDCO by 10<sup>th</sup> of every month citing that the rent payments are made on or before 5<sup>th</sup> of every month and this obligation will survive post expiry of the PPA term of 25 years;
- f) The rent hereby reserved shall be paid by enhancing the same at the end of every [●] year(s), at [●%] or [INR in amount] on the rent hereby agreed.
- g) If the Lessee delays the payment of rent by the 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.



- h) The monthly rent schedule is attached in Annexure 2 (Rent Schedule).

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

- a) In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee through GRIDCO regularly and on complying with 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.
- b) The Lessor shall allow the Lessee or its representatives to conduct a survey and other related work.
- c) The Lessor has no objections for the Lessee to establish the Project in the Schedule Property, which is the purpose of the grant of this lease and to that effect, the Lessee entering into any agreements, deeds with companies, individuals, developers/ third party, etc. in respect of the Schedule Property.
- d) The Lessor has no objections for the Lessee or its representatives for installation of machinery, equipment, etc. to establish the Project 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 LESSOR**

- a) In the event of the Lessor 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 Lessor shall inform the Lessee about the acquiring of the right/ interest in respect of the Schedule Property and on receipt of such information, the Lessee shall accept such Person's lessorship of the Schedule Property and obtain a written confirmation from such Person to the effect that he will be bound by the terms of the Lease Agreement.
- b) In the event of the Lessor 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 Person to the effect that the Person will be bound by the terms and conditions of the Lease Agreement for the balance Lease Period or for using the said documents for renewal of the lease agreement, if required mutually by the parties.
- c) During the subsistence of the Lease Agreement, the Lessor shall not carry any activity, in the Schedule Property, other than those agreed in this Lease Agreement;
- d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Lease Agreement.
- e) Two (2) original Lease Agreements shall be made for the Lessee and the Lessor.
- f) In the event of any dispute in respect of the Schedule Property, 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 pay the same together with interest thereon at the rate [●]% for such period.
- g) The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favor 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.

- h) The Lessor shall pay all the tax/ any other statutory or other charges, as applicable, in respect of the Schedule Property during the Lease Period or extended lease period, if applicable.

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

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

**7. 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.

**8. ADDRESSES FOR CORRESPONDENCE, ETC**

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

**LESSOR'S:**

Name of the contact person: [●]  
Designation of the contact person: [●]  
Address: [●]  
Email: [●]  
Contact no.: [●]

**LESSEE'S:**

Name of the contact person: [●]  
Designation of the contact person: [●]  
Address: [●]  
Email: [●]  
Contact no.: [●]

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

- a) The Lessor hereby covenants with the Lessee that the Lessee regularly paying 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 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 Lease Period 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.
- b) The Lessor shall offer necessary support and cooperation to the Lessee in its process to obtain required permissions, approvals, clearances, etc., from any statutory authority or other local bodies for the purpose of obtaining and license, permissions, etc., for installation of the Project. However, obtaining such permissions, approvals, clearances, etc., shall be the sole responsibility of Lessee.

#### **10. LESSEE'S COVENANT AND OBLIGATIONS**

The Lessee hereby covenants with the Lessor as under:

- a) The Schedule Property shall be utilized for the purpose, as mentioned under Article 0;
- b) The Lessee shall pay the rents regularly and promptly, as mentioned under Article 3.

#### **11. TERMINATION AND RE-ENTRY**

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

- a) by efflux of time;
- b) in the event of breach by either Party of the terms, conditions and covenants hereof;
- c) if the Schedule Property or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or Force Majeure situation, etc., and these damages are not restored to by the Lessor within a reasonable time or if the demised premises is acquired compulsorily by any authority (in this case, the Lessee will have the recourse of arbitration against such authority);
- d) After the expiry of the Lease Period, the Lessee shall handover the Schedule Property to the Lessor as it existed previously at the time of this Lease Agreement (subject to normal wear and tear). The Lessee will ensure that the Project after the 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time, failing which the cost of restoring the Schedule Property to the previously existing condition will be recovered by the Lessor from the proceeds payable to the Lessee in lieu of energy supplied by Lessee as per the Power Purchase Agreement.
- e) If the PPA signed between the Lessee and GRIDCO is terminated due to any reasons whatsoever.

#### **12. VARIATION:**

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

#### **13. 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 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 Odisha, preferably at Bhubaneswar/ Cuttack, and shall be in English Language.

- b) This Lease Agreement shall be governed by the laws of India. The Courts at Odisha 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.

Signed and delivered by the Lessor

Signed and delivered by the Lessor

Signature:  
Name of the Authorized Signatory:  
Date:

Signature:  
Name of the Authorized Signatory:  
Date:

Witnesses:

Witnesses:

In the presence of:  
1.

In the presence of:  
1.

Signature:  
Name:  
Designation:

Signature:  
Name:  
Designation:

2.

2.

Signature:  
Name:  
Designation:

Signature:  
Name:  
Designation:

### Annexure 1 (SCHEDULE PROPERTY)

All that piece and parcel of Schedule Property is mentioned below:

- Name: [name of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- Mobile no.: [Mobile no. of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- AADHAAR no.: [AADHAAR no. (applicable for Individual Farmers or Group of Farmers)]
- Registration details: [Registration no., date of registration, registered under [insert the act under which it is registered] (applicable for Cooperatives or Panchayats or FPO or WUA)]
- Mouja: [mouja name]
- Thana, thana no.: [thana name], [thana no.]
- Tehsil, tehsil no.: [tehsil name], [tehsil no.]
- Panchayat: [panchayat name]
- Village: [village name]
- RI circle: [RI circle name]
- District: [district name]
- Pin code: [6-digit pin code]
- Google coordinate: [for example 20.135172, 85.084869 format]

Khata no.	Plot no.	Kissam	Extent/ rakba of land (in acres)	Current usage (Agriculture/ non-agriculture/ barren)

Note: Please note that this Annexure is a sample format and the Bidder shall provide the above information for each Project applied for an individual substation. In case the Bidder has land spread across 2 different administrative units, for example, in 2 different tehsil or village, then the information shall be provided under separate Annexures.

## **Annexure 2 (RENT SCHEDULE)**

The annual and monthly rent schedule is attached below:

<b>Year count</b>	<b>Annual rent (INR)</b>	<b>Monthly rent (INR)</b>
Year 1		
Year 2		
...		
...		
Year 26		
Year 27		

## DEFINITIONS AND INTERPRETATIONS

Definition/ acronym	Description
"Applicable Law"	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the RFP hereto, the standard set forth in this RFP here to, shall be deemed to be the standards under Applicable Laws
"Effective Date"	shall mean the date of signing of this Lease Agreement
"GRIDCO"	shall mean Grid Corporation of Odisha Limited
"INR"	shall mean Indian Rupees
"kW"	shall mean kilo-Watt
"MNRE"	shall mean Ministry of New and Renewable Energy
"Lease Agreement"	shall mean this lease agreement including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof
"Lease Period"	shall have the meaning ascribed thereto in Article 2 of this Lease Agreement
"Person"	shall mean any sole proprietor firm/ partnership firm/ company/ limited liability partnership/ limited liability company thereof, and their successors or permitted assigns
"Power Purchase Agreement"	shall mean the power purchase agreement signed/ to be signed between the Lessee and GRIDCO
"Project"	shall have the meaning ascribed thereto in Recital 3 a) of this Lease Agreement
"RFP"	shall mean Request for Proposal
"Schedule Property"	shall have the meaning ascribed thereto in Schedule (Schedule Property) of this Lease Agreement
"SPG"	shall mean Solar Power Generator as defined in the PPA and RFP