

M.P. STATE (ESTABLISHMENT OF THERMAL POWER PLANTS) LAND MANAGEMENT RULES 2011

www.govtpressmp.nic.in 448] 4 2011—3fiqq 12, 1933 4 2011 9966/13/2011: 2011" 2011" (ii) •a-pt. -d-?r Q.É (iii) R-g fr-q-T -qq-\$q-r, (iv) 896 896 (i) (ii) (iii) (iv) (v) (vi) (vii) (viii) (ix) 4 2011 a@fh t, m•TFT" AfiTVT" 341*.g. 2006 t, GTRT 896 (4) (13) (14) (2) (4) (5) (iii) 4 2011 1956 I 20 I -45--q-â -\$ •3T\$7TN RTRT GIRT qrq€r- I qZZFAfr7T GINT a-fr -g-q-•q-h-tf 90 80 3 4 -a -21 70 4 5 -21 (15) (16) (iv) (v) (vi) (q) (ii) (iii) (iv) 4 2011 896 (5) 50 5 50 I 45 GTT I Q.fr vee-ft-a-a --ö q-e-e-r-qfr--€TT -\$ 7 896 (6) (17) (18) (19) 4 2011 qa-T fh--q-ET BFTT qq-*TT NT RIITT I ft-a-I-q 4 2011 APPLICATION FOR ALLOTMENT OF GOVERNMENT LAND FOR SETTING UP THERMAL POWER PROJECT The Secretary, Government of Madhya Pradesh, Energy Department, Mantralaya, BHOPAL. 896 (7) 1 Sub: Allotment of Government land for setting up thermal power project at village Madhya Pradesh, district Dear Sir, We have entered into Memorandum of Understanding with Government of Madhya Pradesh on project at village for setting up a district MW capacity thermal power We have identified acres land for setting up of above project. The land comprise of acres private land and acres forest land and acres Government land It is requested to allot us acres Government land under the GoMP rules namely Madhya Pradesh Rajya (Tap Vidyut Sanyantra ki sthapna) Bhoomi Prabhandhan Niyam 2011. The details of the land are as under:- 1. 2

3. Details of applicant a b c Name of the company Full address of the company (With Pin Code, Phone / Fax No., Mail LD., Website). Name & details of authorized signatory (Address, Phone / Fax No. Mail LD., etc). Details of proposed thermal power project: a, b. Capacity i Location iii! District Please specify whether new venture / expansion project: 896 (8) 4 2011 4, 6. 7. 8

9. Date of MoU entered with GoMP:- Date of Implementation Agreement entered with GoMP:- Details of the proposed Employment from the project.S.Noc Capacity Number proposed to be employed 1 2 3 4 5 6 7 8 Managerial Supervisory Technical Administrative Skilled workers Semi-skilled workers Unskilled workers Others Total Estimated project cost (Rs.in lakh): Means of Finance (Rs. in lakhs): b. Loan & source of loan Equity: Total Details of total land required / envisaged for the project with justification:- S. Noe Purpose Area in acres 1. 2. 4. 5. 6. 7. 8

9. Main Plant Coal Handling Plant (CHP) Water system Switchyard Misc BOP facilities, stores, roads Green Belt Ash Disposal Area Township Corridors for Ash slurry, raw water & coal Total Justification of land requirement: 10.Break-up of above land with present status of acquisition / allotment / purchase. s. No. 1. 2

3. Description Private land Government land Forest land required (Acres) 4 2011 land already in possession (Acres) 896 (9) Status of purchase/ allotment/ acquisition of balance land, 11.Details of Government land proposed to be allocated under this application: a. Area in acres b. Location iie District iiis Khasra Nos. etc. required) (Attach separate shoel, 12. Status of water allocation for the above project : 13. Whether TOR for the project has been issued by Ministry of Environment & Forest, if so, submit copy 14. Whether land availability certificate issued by the Collector, if so please attach the same 15. Any other information, if necessary, in support : We hereby solemnly affirm that the above particulars / details given in the application are true to the best of our knowledge and belief and no fact has been suppressed. We confirm that we are aware that this application is governed under the provisions of ' 2011 issued which shall dated by the Energy Department vide No. be binding on us. We also confirm that land would be exclusively used for setting up thermal power plant as per above policy and land allotment will be cancelled in case MoU or Implementation Agreement is terminated by the State Government acres of Government land at We therefore, request for allotment of district Thanking you, Place: Date: Yours faithfully, Signature of the authorized signatory with name in block letter and seal of the Company 896 (10) 4 2011 LIST OF ENCLOSURES 1. 2. 3. 4. 5. 6. 7. 8

9. Copy of Memorandum of Understanding (Mob) entered with Government of Madhya Pradesh for setting up Thermal Power Project.Copy of Implementation Agreement (IA) entered with GoMP for setting up the above project as per provisions under MoU (if signed). Copy of CompanVs registration under Company's Act along with Memorandum & Article of Association of the Company, Resolution

passed by the Company's Board regarding application for allotment of land. Copy of the project report, with details of Plant & Machinery/ Equipment, layout plan etc justifying the requirement of land. An authorization letter signed by the competent authority of applicant empowering the authorized signatory for signing the various documents and completing the necessary formalities related to allotment. A time schedule/PERT (Program Evaluation and Review Technique) chart for completion of various stages of implementation of the project. Copy of letter from Water Resources Department, GoMP confirming in principle allocation of water for the proposed project. Copy of TOR issued by the Ministry of Environment and Forests, Gol for the proposed Thermal Power project. Copy of land availability certificate, if issued by the Collector of the district Lease deed for Land for village, Tehsil This deed is made on 4 201 1 MW Thermal Power Project at Distt. day of. .year.. Governor of Madhya Pradesh, acting through Collector, District 896 (11) Afifi-z-2 between the (herein after called the 'Lessor' which expression shall, where the context so admits, include his successor in office) of the one part & M/s. (address) S/O/D/o Shri acting through Shri/Smt. ..(herein after called the and having its registered office at 'Lessee' which expression shall, where the context so admits, include its successors and permitted assigns) of the other part. Whereas Government of Madhya Pradesh has a policy to promote private investment in setting up of Thermal Power Stations in the State of Madhya Pradesh and the Lessee has entered into a Memorandum of Understanding, herein after referred to as MoU, with the Government of Madhya Pradesh, Energy department for setting up of a Thermal Power Project in the state of Madhya Pradesh. Whereas on the request of Lessee under the Madhya Pradesh Rajya (Tap Vidyut Sanyantra Ki Sthapana) Bhumi Prabhandh Niyam 2011, hereinafter called the rules, the Lessor has agreed to grant to the Lessee, subject to the terms and conditions herein after specified, a lease for Tehsil of the of acres land situated in the village District, more particularly described in the schedule hereto annexed and for greater clarity delineated on the plan hereto annexed and thereon shown with boundaries in red colour (hereinafter referred to as 'the said land') for a term of THIRTY YEARS commencing from and ending on for the purpose of setting up a Thermal Power Plant (herein after referred to as the said activity / business). And whereas the Lessee has agreed to take the lease on the said terms and conditions. Now therefore, in consideration of the following and all other related factors, this deed witnesses and it is hereby agreed and declared as follows: It is agreed upon that the referred land is allotted to the Lessee for setting up 1. a Thermal Power Station, under the provisions of the Madhya Pradesh Rajya (Tap Vidyut Sanyantra Ki Sthapana) Bhumi Prabhandh Niyam 2011 issued by the Government of Madhya Pradesh vide Energy Department's order No dated as amended from time to time (herein after called as "Rules"). 896 (12) 4 2011 2. 3. 4. 5. 6. 7. 8. 9

10. That all the terms and conditions as referred to in the said Rules are applicable and binding on the Lessee.In consideration of the premium for land and the covenants on the part of the Lessee herein contained/ the Lessor shall demise to the Lessee and the Lessee shall accept a lease of the said land to hold the same for the purpose of setting up a thermal power plant for a period of THIRTY YEARS commencing on the date of signing of this deed. The term of this deed can be renewed once for a further period of thirty (30) years, on the request of Lessee and on deposition of the premium by the Lessee as per provisions under the said Rules. The Lessee has paid the following amount to the Lessor for the said land:- Premium @ Rs. lease. In words). No rent is payable under this The Lessee shall from time to time and at all times during the term of the lease pay except as aforesaid, all taxes, assessments and other charges, which are or may, at any time hereafter during the said term be assessed, charged or imposed upon the said land / premises, whether on the Lessor or on the Lessee. All sums, such as due amount of premium or any other charges imposed by the Lessor may be recovered as arrears of land revenue, if the same is not paid before the due date. The Lessee hereby agrees that he shall establish the thermal power project and start the production / commence the operation within the stipulated period, as prescribed in the said rules, failing which allotment order for land will be cancelled and the Lease Deed shall deem to have been terminated. The Lessee hereby agrees that allotted land will be used exclusively for the purpose of setting up of thermal power project, as defined under the Rules. For use of the allotted land other than for the purpose specified in the Rules, the Lease Deed shall deem to have been terminated. The Lessee further agrees that he shall completely utilize the land within a period of three years from the COD as defined in the Implementation Agreement, failing which allotment of surplus land shall deem to have been terminated and unutilized land will be stand automatically vested with Government of Madhya Pradesh, as prescribed in the said Rules. 4 2011 896 (13) 11. 12. 13. 14. 15. 16. 17. 18

19. The Lessee further agrees that if he is unable to utilize the complete land leased out to him within the period prescribed in the said rules, the Lessor shall have the right or re-entry in the unutilized land without any payment or compensation and reallocate the same. The allotment and lease deed of unutilized land to the lessee shall be deemed to have been cancelled. The Lessee shall obtain all necessary approvals / permissions required for setting up Thermal Power Station from various concerned government departments and authorities within the time limit prescribed in the Implementation Agreement. If the Lessee fails to obtain such approvals/permission within the period mentioned in clause 12 above, the Lessee shall be entitled to surrender the land and obtain refund of premium as per the provisions of the rules, case, Plant/ building/ other assets have been constructed on the said land, the Lessee shall have the right to remove the assets at his/their own cost. The Lessee shall not sublet, assign or otherwise transfer the said land or any part thereof or any building constructed thereon for any purpose whatsoever, except as provided in the said rules. The Lessee shall not change the constitution of ownership of the thermal power station without the prior permission of the Lessor in writing and shall pay the required fee/charges as per the provisions under the said rules. While using the said land, if the Lessee causes any harm or injury to any person, he shall be liable to pay compensation or damages in the same manner as a tenant of land is generally liable to pay. The Lessee shall continuously run, during the period of lease, the business for which the land is allotted. For any closure of the business for a continuous period exceeding one year, allotment of land shall be liable to be cancelled. On the expiry of the lease period or termination of the lease due to breach of the conditions of the lease deed or cancellation of allotment order, the Lessor shall have the right of re-entry over the land. Refund of premium shall be admissible due to the termination of the lease deed or cancellation of allotment order, as prescribed under the Rules. On termination/surrender of the lease, the Lessee shall be given an opportunity to transfer or otherwise dispose of the building, plant and machinery and any other construction on the said premises within the period 896 (14) 20. 21. 4 2011 of three months in a manner acceptable to the Lessor. After the said three months' period, the Lessor shall have the full right on all the property left over in the said premises without payment of any compensation and will be free to dispose of it accordingly. The Lessee shall handover the said land to the Lessor, at the expiry of the said term or on the earlier termination of the lease in the same condition as was handed over when occupied or received. Lessee may surrender the leased area in part or whole, by giving to the Lessor three calendar months' notice in writing of his intention to do so. The Lessor shall have the right of re-entry over the surrendered land/premises, On such re-entry, the Lessor may refund to the Lessee part of the premium paid by the Lessee at the time the land was allotted/leased out of the Lessee in the following manner:- (i) 90%, if surrender of allotted/leased land occurs within three years. (ii) 80%, if surrender of allotted/leased out land occurs after three years but within four years. (iii) 70%, if surrender of allotted/leased out land occurs after four years but within five years. (iv) 50%, if surrender of allotted/leased out land occurs after five years. (v) No premium will be refunded on surrender of allotted / leased out land after seven years. For the purpose of this clause, the period of possession of land with the Lessee will be reckoned from the date of the Lessee taking possession to handing over possession to the Lessor, where possession of land has not been taken, period between date of execution of lease deed and date of surrender of land shall be considered for calculation of refund of premium, (vi) Premium will be refunded only after the Lessor gets possession of land. 22

23. All costs and expenses incurred or which may be incurred for preparation, execution and registration of this lease shall be borne and paid by the Lessee. The Lessee shall after registration and execution, deposit a copy of lease deed, duly certified by the registering authority, with the Lessor and one copy 4 2011 896 (15) 24 25, 26, 27, 28, 29, 300 31, to Government of Madhya Pradesh, Energy Department and may retain original copy with him. After registration of the lease, possession letter will be prepared in three copies one copy of the same will be for Lessee, second for Lessor and third for Energy Department, Government of Madhya Pradesh, On the request of bank/financial institution and the Lessee, permission in favour of the concerned bank/financial institution, as referred to in the rules, will be granted, by the State Government regarding assignment of lease hold rights. In all circumstances, the charge of the Department of Energy on land shall be over and above any subsequent charges to be created. Consequent upon the infringement/breach of any of clauses of the lease deed notice to Lessee for by Lessee the Collector will observe/compliance of clause of lease deed (i.e. rectification of breach) within 45 days and in case of non-compliance of this notice, the lease deed may be deemed to have been terminated. In the

event of cancellation/ termination of MoU or Implementation Agreement by the Government of Madhya Pradesh, this deed will deem to have been terminated. In the matter of complete utilization of land transfer/cancellation of allotment and appeal etc. compliance of relevant provision in the rules is mandatory, otherwise Lessor may take action towards cancellation of allotment. Complete utilization of land by the Lessee shall be accepted only if construction work has been completed by him as per the details of covered area given in the Detailed Project Report. The Lessee, if aggrieved by an order of allotting authority, may prefer an appeal to the State Government within a period of 90 days as per the provisions of the said rules. The Collector will be competent to terminate the lease deed on account of any violation of its conditions and subject to the provision of Madhya Pradesh Rajya (Tap Vidyut Sanyantra Ki Sthapana) Bhumi Prabhandh Niyam 2011. This lease deed will be subject to the provisions contained in the Madhya Pradesh Rajya (Tap Vidyut Sayantra ki Sthapna) Bhumi Prabandhan Niyam, 2011 as amended from time to time. For amendment(s) subsequent to the execution of this lease deed, the I-essee shall be bound to amend the lease 896 (16) 32. 33. 34. 4 2011 deed incorporating such amendment(s) at his own cost. The Lessee shall comply with all Acts, Rules and Regulations of State Government/Central Government/Local Bodies/any other competent authority, in force from time to time for the operation of business, The Lessor shall not be liable to compensate any loss on account of any accident occurred or damage caused to other persons due to the operations being carried out by the Lessee in the allotted premises. The Lessee shall not restrict the entry of the Lessor or a person authorized by him, in the leased premises. Signed and Declared By For & on behalf of Lessor Collector District Madhya Pradesh Witnesses 1

2. Signature Name Address Signature Name Address: 1

2. For & on behalf of the Lessee Signature Name Address Signature Name Address 2011.

