

**LAND UTILIZATION AGREEMENT  
BY AND BETWEEN  
ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL)  
AND**

XXXXXXXXXXXXXXXXXX

This Land Utilization Agreement ("Agreement") is made and executed on this \_\_\_\_\_ the day of \_\_,  
\_\_\_\_\_ by and between:

\_\_\_\_\_ (CIN: \_\_\_\_\_) a Company registered under  
the provisions of the Companies Act, 2013 having its  
registered office at

\_\_\_\_\_ (hereinafter referred to as the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its nominees, successors, "representatives, administrators and assigns) acting through its duly authorized representative \_\_\_\_\_ Aadhaar Number\_\_ PAN: \_\_\_\_\_ Age: \_\_\_\_\_ years Resident (\_\_\_\_\_) authorized vide Board resolution dated \_\_\_\_\_ being party of the **FIRST PART.**

**AND**

\_\_\_\_\_ **[insert the name of the BESS]** (CIN: \_\_\_\_\_ Company registered under the provisions of the Companies Act, 2013 having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its nominees, successors, representatives, administrators and assigns) acting through its duly authorized representative \_\_\_\_\_ Aadhaar Number\_\_ PAN: \_\_\_\_\_ Age: \_\_\_\_\_ years Resident (\_\_\_\_\_) authorized vide board resolution dated \_\_\_\_being party of the **SECOND PART.**

The First Party, and the Second Party are hereinafter collectively referred to as the "Parties" and sometimes individually as "**Party**".

**WHEREAS** the First Party is having clear and valid right, title and interest and is in lawful possession of land measuring \_\_\_\_\_ hectare equivalent to \_\_\_\_\_ acre situated at \_\_\_\_\_, (hereinafter referred to as the ("**Demised Property**") more particularly detailed and described in the *Annexure-A* attached herewith this Agreement.

**AND WHEREAS** the First Party has acquired rights by way of allotment order/letter Dt.

\_\_\_\_\_, details of which are duly been mentioned in the *Annexure-B* attached herewith this Agreement.

**AND WHEREAS** the First Party has acquired the rights of the Demised Property for setting up, Intra-State Transmission System (InSTS), and now the Demised Property has been identified or setting up of \_\_\_\_\_MW/\_\_\_\_\_MWh Battery Energy Storage System (BESS) ("**Project**") and to carry out all activities and uses

incidental or ancillary thereto and as per the provisions of the aforesaid lease deeds and as per the provisions of this agreement in respect of the acquired lands, the First Party is entitled to grant right to use the Demised Property to Second Party for BESS project as per the decision made at Govt. level.

**AND WHEREAS** the First Party has agreed to provide the \_\_\_\_\_acre of land and described as Demised Property as per Annexure-A, for setting up of \_\_\_\_MW/\_\_\_\_MWh Battery Energy Storage System (BESS) awarded to the Second Party by GRIDCO Limited, which is primarily engaged in the **bulk purchase and bulk sale of electricity** to the four distribution companies (DISCOMs) within the state of Odisha. It acts as a deemed trading licensee and is the State's designated entity for power procurement. The Second Party has been selected as a successful bidder under Section 63 of the Electricity Act through a competitive bid organized by GRIDCO Ltd with Solar Energy Corporation of India (SECI) as a Bid Processing Coordinator (BPC) vide its Rfs \_\_\_\_\_dated \_\_\_\_\_.

Further the above Project is awarded to the Second Party by GRIDCO vide LOA No. \_\_\_\_\_dated \_\_.

**AND WHEREAS** in order to meet the business requirements and to fulfilment of its purpose to develop the Project, the First Party has agreed to grant limited right to use of the Demised Property to the Second Party and the Second Party has agreed to use the Demised Property solely for development, installation, operation, and maintenance of the BESS Project in accordance with this Agreement.

**NOW, THEREFORE, IN ORDER TO SUBSTANTIATE AND RECORD THE TERMS AND CONDITIONS OF THE AGREEMENT AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND FOR OTHER GOOD VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

1. That in consideration of the First Party granting right to use the Demised Property to the Second Party from the date of execution of this agreement till the expiry of 6 months post completion of the terms of GRIDCO's procurement agreement with the Second Party ("**Right to Use Term**"). Accordingly this Agreement shall commence from the date of signing of this present agreement and will remain valid till expiration of six months post completion of the terms of the Procurement Agreement executed between GRIDCO and the Second Party which will be part of this agreement. The tenure of this agreement shall include (i) Development period (i.e. SCOD within 18 months from effective date of BESPAs and SCOD extensions if any), (ii) Tenure of the BESPAs (i.e. 15 years from SCOD), and (iii) 6 months period to transfer the project and relevant permissions to GRIDCO. (i.e. \_\_\_\_\_ years from date of signing the agreement)
2. The Second Party shall pay the First Party an amount equivalent to Rs. 1 (one) as consideration for the entire tenure of the project towards premium payable to the First Party under the Right to Use agreements.
3. The Second Party shall pay the annual ground rent, cess and Infrastructure Maintenance Charges (IMC) as applicable, to the First Party under this Agreement.
4. That the Second Party shall have right to use the Demised Property, however, all other rights (including but not limited to leasehold/freehold rights, and sublease) shall at all times be vested absolutely in the First Party.
5. The Second Party shall not create any tenancy, leasehold, encumbrance, or third-party rights, nor sub-lease or part with possession without prior written consent of the First Party.
6. That the rights of the Second Party under this Agreement shall be limited to use the Demised Property, develop the Project and to raise construction thereon in accordance with the sanctioned lay-out/approval

granted by the governmental authority, perform the erection, maintenance and operation as well as rights to mortgage, assign the above agreement to its lenders upon an intimation to the First Party.

7. The Second Party acknowledges and agrees that it shall be solely responsible for obtaining all statutory or regulatory approvals, clearances, permissions, licenses, or permits ("Approvals") pertaining to this Agreement or BESS Project. The First Party shall not, under any circumstances, be held liable for any failure by the Second Party to obtain such Approvals.
8. The Second Party agrees that the settlement of any disputes, claims, actions, demands, or proceedings with public/statutory bodies, local authorities, state authorities, or any other relevant entities ("Disputes") pertaining to BESS Project shall be the sole responsibility of the Second Party.
9. The Second Party hereby indemnifies and holds harmless the First Party, its officers, directors, employees, agents, representatives, and properties, from and against any and all claims, actions, demands, proceedings, prosecutions, attachments, liabilities, damages, losses, expenses, penalties, taxes, or charges arising out of or in connection with this Agreement or the Project.
10. The First Party, or its authorized representatives, shall have unrestricted access to the Demised Property at all times to verify compliance with this Agreement or for inspection, maintenance, or grid operations.
11. Upon expiry or termination, the Second Party shall hand over the Demised Property and the Project along with all relevant clearances, records, and drawings to the First Party.
12. In the event when both the parties mutually agree to terminate the Agreement, on account of force majeure or any other reason, termination shall take effect from the date and time to be agreed upon mutually.
13. That the first party reserves all rights as regards to title of the land to be used by the second party for the aforesaid cause.

14. This agreement shall be governed by & construed in accordance with the laws of India. Any dispute or difference arising out of this agreement shall be amicably settled between the parties. If unresolved, the matter shall be subject to jurisdiction of competent courts at Bhubaneswar, Odisha.
15. The second party shall have only the surface right over the land for development, erection, operation, and maintenance of the BESS Project.
16. That the first party reserves the right to terminate the agreement and resume the land without payment of any cost or compensation for the land and the constructions standing thereon in case of violation of any of the terms and conditions of this Agreement after giving a three months' notice.
17. That all costs and expenses towards the execution of this Agreement including but not limited to stamp duty, registration, and execution costs shall be borne by the Second Party.

**IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY PARTIES  
HERETO ON THE DATE, MONTH AND YEAR MENTIONED HEREIN ABOVE.**

<b>FIRST PARTY</b>	<b>SECOND PARTY</b>
<b>FOR OPTCL _____kV Sub- Station</b>	<b>For _____[BESSD]</b>
<b>WITNESS 1</b>	<b>WITNESS 1</b>
<b>WITNESS 2</b>	<b>WITNESS 2</b>

## **Annexure-A**

**(Details of the Demised Property such as Land Coordinates, Area, Layout)**



**Annexure-B**

**(Govt. Order/letter Details of the leased Deed)**