

Gujarat Power Corporation Ltd.

**Revised Plot Allotment Policy for Gujarat Solar Park
(Revised – W.E.F. 01-04-2015)**

1. Who can apply

1. All the Solar Power Developers, who wish to set up their Solar Power Generation units under the following mechanism:
 - A. Dedicated PPA at Preferential Tariff.
 - B. Those developers which have obtained Solar Capacity allocation from JNNSM/ State Government/any other approved discoms
 - C. REC Route under APPC as approved by Government of Gujarat, from time to time
 - D. Land will be allocated based on Solar Power Generation capacity allotted by competent Authority
 - E. The projects, Minimum 5 MW and above, which are to be connected on 66 KV would be allocated, subject to above condition

2. Bench Mark for Land requirement

- 2.1 GPCL has considered mainly Solar Photovoltaic power generation technology for Solar Project
- 2.2 Irrespective of sub-division of technology, the land requirement per MW will be considered in accordance with demand of land by the applicant

3 . How to apply

- 3.1 Application is to be made in the prescribed format
- 3.2 Application fee is to be paid along with application through D.D/Pay order in favour of Gujarat Power Corporation Ltd., payable at Gandhinagar.
- 3.3 Application fee is Rs.25,000 Per MW which is Non refundable, non transferable and non adjustable.
- 3.4 Duly filled application form along with 100% application fee shall only be accepted by GPCL for further process.

4. Letter of Facilitation

- 4.1 Where the Solar capacity is to be allotted through Competitive bidding route, prospective developers who are willing to participate in such bidding process, can avail the land allotment facility (Letter of Facilitation) subject to following condition.
- 4.2 Such prospective bidder should pay 100% application fee and 5% deposit (non interest bearing), as proposed in the policy.
- 4.3 Such solar capacity should qualify under appropriate mechanism mentioned at clause 1.1 (who can apply)
- 4.4 Such application should be valid.
- 4.5 If, such prospective bidder is not qualified for Solar capacity allocation or bidding process is terminated without any result, under such situation, entire amount received by GPCL towards deposit only would be refunded without any interest.
- 4.6 If developer is allocated such capacity, he should process the land allotment activity within one month from date of declaration of award by competent authority. Otherwise, his application will be cancelled and entire amount paid as deposit will be forfeited.

5. Deposit

- 5.1 A deposit of Rs.50/- per Sq.mt. is to be paid with the application form for the area applied for. Deposit paid will be adjusted against the payment to be made towards the cost of plot against allotment.
- 5.2 If offer cum allotment letter is not accepted by the applicant, then such deposit will be refunded after deduction of 10% towards incidental expenses.
- 5.3 All the deposits , as referred in the policy, are non-interest bearing.

6 . Priority of Allotment

- 6.1 Submission of “100% Application fee, 100% “Deposit”, and letter of allocation of solar power project capacity from competent authority, would be considered for merit list.
- 6.2 Plot Allotment will be based on the “first come first serve” as per merit list and availability of area

7. Allotment Price

- 7.1 The Allotment Price of Rs.450/-Per Sq. Mt plus applicable charges and taxes for the applications received from 1-4-2015 to 31-3-2016.
- 7.2 Corporation can review the allotment price at any time in future. In absence of any review, an increase of 12.50% will be made for each financial year in the Allotment price effective from 1st April.

8. Payment Options for Plot allotted

8.1 Option 1: Upfront 100% Payment (Lump sum)

Note: In case if total payment is made upfront, the applicant shall be entitled to obtain 5% rebate on 50% of total payment made. OR

8.2 Option 2: 50% Down Payment & remaining 50% in 12 quarterly installments with 12.50 % Interest Per Annum

8.3 Note: PDCs are to be provided for 12 quarterly Installment with Bank Guarantee

9. Allotment Procedure

- 9.1 On making 50 % payment, License Agreement will be executed and possession will be handed over
- 9.2 On making 100% payment, lease deed will be executed for a period of 30 years
- 9.3 Under the provisions of lease deed, mortgage permission will be given
- 9.4 On expiry of lease period, the land allotted on lease can be converted into free hold upon making the payment of premium as decided by the Corporation/Govt. from time to time. The Lessee shall have no right to claim conversion of the land in to free hold land as a matter of right

10. Surrender of plot

- 10.1 Surrender of the plot allotted can be considered by GPCL at its discretion subject to:-
 - a) The plot should be open on site and
 - b) Plot should be free from any encumbrance
- 10.2 GPCL will recover the interest on blocked up capital (On total cost of plot) for the period of physical possession hold by the allottee plus three months
- 10.3 All other revenue charges including recurring charges of Gujarat Solar Park will be recovered for the period of physical possession hold by the allottee plus three months

11. Major Annual (Recurring) charges

11.1 Developer shall have to pay, every year following charges

- a) Token lease rent at the rate of Rs.1/- Per Sq. Mt. Per Annum
- b) Non Agriculture Assessment charges and/or any other charges as fixed by the Govt. for total plot Area on year to year basis-
- c) Water Supply charges (on metering basis)
- d) Electrical charges (for common facilities)
- e) Tele Communication charges/ Broad band charges
- f) Operation and Maintenance charges relevant to common facilities,
- g) Administrative overheads of Solar park, etc
- h) Common security charges etc.

11.2 All the common cost other then specified above, charges, levies, duty, cess etc. which is incurred or to be incurred for the benefit/ upliftment or as a statutory requirement, or for any other reasons, or as inevitable cost of Entire solar park as a whole

11.3 All the cost , unless otherwise specified shall be charged in proportionate to the total area of land allotted allottee.

11.4 All recurring payment shall be paid either yearly, quarterly or monthly as the case may be

12. Other major provisions

- 12.1 All the charges/fees/cost mentioned here are exclusive of any taxes, levies, cess, duties etc. or any type of direct or indirect tax. If there is any taxes, sub taxes, levies, cess, duties, etc., then the same has to be borne by developer, as applicable from time to time
- 12.2 Policy highlights the major provisions. However, there is a contractual documents/ letters/forms which are narrating all the matters/ conditions in details.
- 12.3 The forms/ draft contractual document / letter formats are not negotiable and changeable and any deviation in all such documents shall not be entertained or allowed.
- 12.4 For the avoidance of doubt, any payment made towards any item/charges, are non interest bearing (except it is explicitly mentioned in this policy). So, under the refund situation, actual amount paid only be refunded, after applicable deduction as per policy

12. Other major provisions

(continue....)

- 12.5 Solar project developer must take insurance of its own project.
- 12.6 Solar Park Authority is not responsible for any issue created in within its project .
- 12.7 Solar Project Developer is , solely responsible for any charges, levies or compliance (Statutory or otherwise) to be made under any law/act/contractual agreement for its own project.
- 12.8 Solar Park authority, at their sole discretion, may facilitate, on chargeable basis, to fulfill the any requirement related to power project without any liability
- 12.9 This policy is applicable to the solar power project to be setup under any mechanism specified in clause only. For other purpose, which are required to facilitate to functioning of solar park, would be allotted at a sole discretion of GPCL.

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