

**Government of  
Democratic Socialist Republic of Sri Lanka**

**Ministry of Power & Energy**

**CEYLON ELECTRICITY BOARD**

**Request for Proposals**

**Development of 100 MW<sub>AC</sub> Solar Park Facility at  
Siyambalanduwa on Build, Own and Operate (BOO) Basis and  
Construction of 132 kV Transmission Facility on Turnkey Basis**

**VOLUME VI**

**LAND LEASE AGREEMENT**

Issued on: 22<sup>nd</sup> August 2022  
Bid No.: TR/RED&PM/ICB/2022/002/C  
Employer: Ceylon Electricity Board  
Country: Sri Lanka

Ceylon Electricity Board  
P.O. Box 540,  
Colombo 02,  
Sri Lanka.

INDENTURE OF LEASE

No.....

THIS INDENTURE OF LEASE is made and entered into at ..... in Colombo in the Democratic Socialist Republic of Sri Lanka on this ..... day of ..... Two Thousand Twenty Two (2022) by and between SRI LANKA SUSTAINABLE ENERGY AUTHORITY (SLSEA) a body corporate established under the Sri Lanka Sustainable Energy Authority Act No. 35 of 2007 and having its Office at No. 72, Ananda Coomaraswamy Mawatha, Colombo 7 (hereinafter sometimes called and referred to as “the Lessor” which term or expression as herein used shall where the context so requires or admits mean and include the said SRI LANKA SUSTAINABLE ENERGY AUTHORITY and its successors of the one Part and ..... (Company) (hereinafter sometimes called and referred to as “the Lessee” which term or expression as herein used shall where the context so requires or admits mean and include the said ..... (Company) and its successors and permitted assigns of the other Part.

WHEREAS the Lessor is the national entity for implementing renewable energy development programmes in the country, and has initiated a 100 MW solar power project at Siyambalanduwa in the Monaragala District, Uva Province, Sri Lanka,

AND WHEREAS the Lessee was selected following a competitive tendering process floated by the electricity utility to develop the Project

AND WHEREAS the Lessee is incorporated with foreign participation for the purpose of financing, designing, engineering, building, owning, operating, maintaining and, upon expiry or termination of this Lease, transferring to the Lessor or its nominee the Facility

AND WHEREAS the Lessor is seized and possessed of or otherwise well and sufficiently entitled to all that and those allotments of land in the First Schedules hereto fully described by virtue of the Deed NO. ----- dated -----, attested by -----.

AND WHEREAS the Lessor has agreed with the Lessee to let lease and demise free from all encumbrances whatsoever all that divided and defined allotment of land marked -----dated ----- made by-----, Licensed Surveyor described in the First Schedule hereto fully described together with the right of way and the rights mentioned therein with other rights, ways servitude rights and appurtenances provided hereunder in respect of the said allotments of land unto the Lessee on the terms and conditions hereinafter contained

NOW THIS INDENTURE WITNESSETH as follows:

THAT for and in consideration of the rents to be paid by the Lessee as hereinafter provided unto the Lessor and in consideration of the covenants provisions and agreements hereinafter contained on the part and on behalf of the Lessee to be paid observed and performed the Lessor doth hereby let lease and demise unto the Lessee the said allotment of land -----Schedule hereto fully described (hereinafter sometimes called and referred to as the "demised premises" or "Site") together with all and singular the rights privileges easements servitudes and appurtenances whatsoever to the Site belonging or used or enjoyed therewith or reputed or known as part and parcel thereof and all the estate right title interest property claim and demand whatsoever of the Lessor of in to upon or out of the same.

TO HOLD demised premises together with all and singular the rights and appurtenances thereto belonging unto the Lessee for and during the term or period of Twenty Two (22) Years commencing from the .....day of .....Two Thousand Twenty Two (2022) and ending either on (a) the ..... day of .....Two Thousand Forty four (2044) or (b) the date of termination or expiry (subject to any extension of the original term thereof) of the Power Purchase Agreement and/ or Energy permit, whichever occurs earlier (hereinafter sometimes called and referred to as the "Term")

YIELDING AND PAYING therefore during the said term unto the Lessor the clear Lease rental of RUPEES --- ----- (Rs.----- -) of lawful money of Sri Lanka being the rental for the full period hereof (calculated at the rate of Rupees ----- (Rs.-----) per annum) the receipt whereof the Lessor doth hereby admit and acknowledge

AND the Lessor and the Lessee do hereby covenant agree and undertake with each other that the said Lease shall be subject to the following obligations on the part of the Lessor and the Lessee respectively to be observed and performed viz.:-

1. The Lessee shall use the Site only for the Permitted Use and adhere to the covenants and agreements undertaken by the Lessor subjected to the Conditions and General and Special Directions provided in the Environmental Impact Assessment [EIA] in terms of the National Environmental (Procedure for Approval of Projects) Regulation No. 1 of 1993 as amended by Gazette (Extra Ordinary) No. 1159/22 dated 22-11-2000 on behalf of the Lessor and Environmental Approval dated 11-08-2021 bearing Ref: EMD/EIA/SP/Monaragala/2018. The Lessee doth hereby irrevocably assign, set over, and assure unto the Lessee, all their rights,

interest, claim and demand and all duties and obligations whatsoever (proportionately but not limited to the land use) to the Lessor reserved and on the part of the Lessor to be done observed and performed under the said EIA Report as the Applicant to the Project Approving Agency and failure to fulfill any one or more conditions therein shall be considered as a material breach of this Agreement.

2. The Lessee shall be responsible for compliance with the Laws of Sri Lanka relating to land use, environment protection, or otherwise incidental to the activities carried on by the Lessee on the Site and the Site Services Corridor in terms hereof. Provided however the Lessor shall assist the Lessee in obtaining permission consents and clearance from the relevant Competent Authorities for the Permitted Use subjected to law.
3. The Lessee shall pay all rates, taxes and Outgoings with respect to the use and occupation of the Site. If any rate, tax or Outgoing is not separately assessed or charged in respect of the Site the Lessee will pay the Lessor a fair and reasonable share of that Outgoing without any deduction or setoff. Any rate, tax or Outgoing which is not charged, levied or assessed in respect of a period falling wholly within the term of this Indenture shall be apportioned between the Lessor and the Lessee.
4. The Lessee shall carryout any obligations, in relation to any fencing affecting the Site including the carrying out of any works or maintenance to ensure that the Site is adequately secured.
5. The Lessor may without being under any obligation to do so remedy at the cost of the Lessee any default or breach by the Lessee under this Indenture subject to the Lessor having given sixty days prior notice of the Lessor's intention to remedy such default or breach.
6.
  - (1) Subject to the provisions of this clause 7, the Lessee will not without the prior agreement of the Lessor assign (in whole or in part) any interest of the Lessee in this Indenture or sublease or part with possession or share occupation of the whole or any part of the Site.
  - (2) The Lessee agrees and acknowledges that it shall be deemed to be an assignment of the rights hereunder in breach of this clause 7 if by transfer or allotment of securities or amendment to the Lessee's constitution or by some other act or deed the Control of the Lessee changes or passes to any person not having Control as at the date of this Indenture without the prior written approval of the Lessor.

- (3) The Lessee shall be and is hereby permitted by the Lessor to grant security over and or assign all rights under this indenture to any local or foreign bank or financial institution or person for the purpose of the Financing Agreement on such terms and conditions as may be agreed upon between the Lessee and such bank or financial institution or person.
7. (1) The Lessee shall provide such information as is reasonably required by the Lessor and permit the Lessor or its duly authorised agents (on reasonable notice and subject to the requirements of the Lessee in relation to health and safety issues) entry to the Site and the Facility at all reasonable times, in order for the Lessor to ascertain the Lessee's compliance with this Indenture or with the Power Purchase Agreement.
- (2) The Lessor shall take reasonable steps to minimise any disturbance to the Lessee when exercising the rights of entry granted under clause 8 (1) and acknowledges that entry on to the Site and the Facility is at the sole risk of the Lessor in all respects.
8. This Indenture shall determine prior to the expiry of the Term if the Energy Permit is terminated in each case, pursuant to the respective provisions thereof.
9. At the expiry or termination of this Indenture, the Lessee shall at the option of the Lessor, hand over peaceful vacant possession of the Site together with the Facility and the Site Services Works and all other structures Information Copy - Not for Bidding fixtures and fittings appurtenant thereto free of all security interests and encumbrances whatsoever, to the Lessor or its nominee with no compensation whatsoever to be payable by the Lessor or its nominee to the Lessee. Should the Lessor not wish to exercise this option, the parties hereto may extend the term hereby granted on mutually acceptable terms failing which the Lessee shall at its own cost and expense decommission the Facility and the Site Services Works in accordance with applicable laws and by-laws and peaceably and quietly deliver up and surrender the Site unto the Lessor in a vacant and unpolluted state at or before the expiration of this Indenture or within such reasonable period of time as may be agreed between the parties hereto for the decommissioning of the Facility and no compensation will be payable to either party as a result of such decommissioning as aforesaid.
10. (1) Without limiting the generality of the Company's obligations under clause 10 during the Term, the Company shall not later than fifteen Days from the date the Lease takes effect, deliver the Site Reinstatement Bond to SLSEA. The Company shall ensure that the Site Reinstatement Bond is

maintained at the designated level at all times and is valid and enforceable until six months following the expiry of the Term of this Lease. If the Site Reinstatement Bond is called upon, the Company shall have ten Days to replenish the Site Reinstatement Bond so as to return it to the original level. In the event that the Site Reinstatement Bond is not replenished, SLSEA shall have the right to call on the bond and in such event, SLSEA shall pay the proceeds into a special purpose bank account. SLSEA shall be entitled to withdraw funds from that account to satisfy any default by the Company in the same manner as if the bond was in place. All interest accruing from the account shall belong to SLSEA. SLSEA shall return the balance of monies in the accounts after a new Site Reinstatement Bond is delivered to SLSEA;

- (2) a) The Lessee shall during the term of this indenture ensure that any damage caused on the Site shall be remedied as soon as is practicable.
- b) The Lessee shall prior to the termination of this indenture ensure that any damage caused on the Site shall be remedied.

In the event of the Lessee failing to take steps in terms of clause 11 (2) a) and 11 (2) b) above, the Lessor shall be entitled to draw on the Site Reinstatement Bond to make good such damage subject to 14 days written notice to the Lessee of the Lessor's intention to do so.

11. The Lessor doth hereby covenant with the Lessee that the Lessee by observing and performing the several covenants and conditions herein contained on its part to be observed and performed shall and may peaceably and quietly possess and enjoy the Site hereby demised and enjoy the servitudes rights and appurtenances over the Site Services Corridor during the said term hereby granted without any interruption from or by the Lessor or any person lawfully claiming from or under the Lessor or by any person whomsoever.
12. All expenses incurred in the preparation execution and registration of these presents including lawyer's fees shall be borne and paid by the parties hereto in equal shares.
13. The Lessor shall secure the due registration of this Indenture with the relevant Competent Authorities.
14. The failure or delay of either party to strictly enforce the terms of this Indenture shall not be deemed a waiver of such terms by that party.
15. The parties will indemnify and keep indemnified each other against all costs, claims, damage, fines, proceedings or loss suffered by the other party resulting from a party's breach of the terms of this Indenture.

16. In the event of a dispute which is not first amicably resolved between the parties to this Indenture by good faith mutual discussions within thirty Days, or, in the case of a dispute involving insurance or any Disputed Amount, fourteen Days, after the date that the disputing party gives notice of the dispute to the other party identifying the dispute in reasonable detail and requesting consultations between the parties to resolve the dispute, or, after such periods by discussions between the chief operating officer of the Lessee and the designated representative for system operations of the Lessor (or such other official authorised by the Lessor) within a further period of fifteen Days (or such longer period as the parties may agree); then the Disputes Resolution Procedure set out in the Third Schedule hereto (Disputes Resolution Procedure), shall apply.
17. (1) Unless otherwise expressly provided for, all notices, requests, claims, consents, approvals, certificates or other communication under this Indenture (each a "Notice") shall be in legible writing in the English language and signed by a person duly authorised by the sender. A written communication must be marked for the attention or office holder (if any) whom the recipient designates for the purpose.
- (2) All Notices will be:
- (i) delivered personally;
  - (ii) sent by prepaid registered post within Sri Lanka;
  - (iii) sent by facsimile transmission (and promptly confirmed by prepaid registered post);

addressed to the recipient at the address or facsimile number set out below (as applicable) or to any other address or facsimile number that a party may notify to the other parties by like notice

(a) if to SLSEA:

To: Sri Lanka Sustainable Energy Authority  
Address: No. 72, Ananda Coomaraswamy Mawatha,  
Colombo 07  
Sri Lanka

Facsimile:

For: The Director General

With a copy to:

Address:

Facsimile:

For:

(b) If to the Company:

To: [ ] (Private) Limited

Address:

Facsimile:

For: Project Director

With a copy to:

Address:

Facsimile:

For:

- (3) No Notice will be effective until received. Without limiting any other ways for a party to prove that another party has received a Notice, a Notice will be treated as received:
- (i) if delivered personally, when left with an apparently responsible person at the recipient's address;
  - (ii) if sent by registered post, on acknowledgement of receipt by or on the recipient's behalf;
  - (iii) if sent by facsimile, on the sender's receipt of a transmission report indicating that the facsimile was sent in its entirety to the recipient's facsimile number but, if the delivery or receipt is not on a Business Day or after 3.00 pm (local time) on any Business Day, the notice will be treated as received by the recipient at 9.00 am (local time) on the next Business Day.
18. The rights and remedies provided for in this Indenture are non-exclusive and do not exclude any other remedies to which either party may be lawfully entitled.
19. Any amendment or modification of this Indenture or waiver of any term thereof shall only be valid if reduced to writing and executed by the parties in the manner of this Indenture.
20. If any of this Indenture's terms are or become void or unenforceable, then those terms will be severed from this Indenture and replaced with terms which validly and enforceably accomplish (to the extent possible) those terms' objectives and in that case the rest of this Indenture will remain valid and enforceable.
21. (1) Nothing in this Indenture makes either party the other party's partner, agent or representative or creates any trust or commercial partnership.



- (2) No party may act for, or incur any obligation or liability on the other party's behalf unless expressly stated in this Indenture.
- (3) Each party indemnifies the other party and (as appropriate) the other party's subsidiaries, directors, officers, employees and representatives against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind arising out of any act of, or any assumption of any obligation by, the party on the other party's behalf, except as expressly provided for by this Indenture or to the other party's prior written consent.
22. This Indenture and the transactions contemplated by it are governed by the Laws of Sri Lanka.
23. In this Indenture unless the context indicates otherwise:
- (i) Agree: provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
  - (ii) Definitions: words and expressions defined in the Second Schedule shall have the defined meaning in the whole of this Indenture including the preamble;
  - (iii) Headings: clause and other headings are for ease of reference only and will not affect the interpretation of this Indenture;
  - (iv) Including: the word “including” is to be construed as being at all times followed by the words “without limitation”;
  - (v) Negative Obligations: any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
  - (vi) Parties: references to parties are references to parties to this Indenture and includes their permitted successors, assigns and transferees;
  - (vii) Persons: references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
  - (viii) Plural and Singular: words importing the singular number include the plural and vice versa;
  - (ix) Schedules: the schedules to this Indenture and the provisions and conditions contained in these schedules have the same effect as if set out in the body of this Indenture;
  - (x) Schedules, Clauses and Paragraphs: references to schedules clauses and paragraphs are references to this Indenture’s schedules, clauses and paragraphs; and

- (xi) Statutes and Regulations: references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto and to two others of the same tenor and date as these presents caused their respective common seals to be affixed at the place and on the date at the beginning hereof written.

The Common Seal of the \_\_\_\_\_ )  
SRI LANKA SUSTAINABLE ENERGY AUTHORITY )  
is affixed hereto in the presence of \_\_\_\_\_ )  
who attest the sealing thereof \_\_\_\_\_ ) Lessor

Witnesses:

1. (Signature)  
(Name)

2. (Signature)  
(Name)

The Common Seal of -----(PRIVATE) LIMITED )  
is affixed hereto in the presence of \_\_\_\_\_ )  
two directors of the Company who \_\_\_\_\_ )  
attest the sealing thereof \_\_\_\_\_ ) Lessee

Witnesses:

1. (Signature)  
(Name)

2. (Signature)  
(Name)

**THE FIRST SCHEDULE ABOVE REFERRED TO –**  
[Description of land constituting the Site]

**THE SECOND SCHEDULE ABOVE REFERRED TO –**

**"Business Day"** means any day other than a Saturday, Sunday, public holiday or bank holiday in Sri Lanka;

**"Competent Authority"** means the Government or any authority, ministry or department under the control of the Government and any court or tribunal in Sri Lanka;

**"Control"** means in relation to any company, the ownership, directly or indirectly of more than fifty percent of the voting securities of such company or the ability to appoint or remove all or a majority of the directors in such company, whether by operation of law, contract or otherwise;

**"Disputed Amount"** has the meaning given to that term in the Power Purchase Agreement;

**"Facility"** means the solar PV power plant having a nominal rating of 100 MW to be built at Siyambalanduwa , whether completed or at any stage of development and construction, and including without limitation land, buildings, engineering and design documents, power producing equipment, auxiliary equipment, fuel handling and storage infrastructure, water treatment facilities, solid waste disposal facilities, switchyards and all other installations, erected, installed or present on the Site from time to time over the term of this Indenture;

**"Government"** means the Government of the Democratic Socialist Republic of Sri Lanka;

**"Indenture"** means this Indenture of Lease, the preamble and schedules hereto;

**"Laws of Sri Lanka"** means in relation to this Indenture, all laws in force in Sri Lanka (including any political subdivision thereof) and includes subsidiary legislation (including all rules, regulations, orders and directives) made or issued by any Competent Authority pursuant to or under any such law, and any decree or judicial decision given or pronounced by any court of competent jurisdiction;

**"Outgoings"** means all charges, levies, assessments, duties, impositions and fees from time to time payable to any Competent Authority;

**"Permitted Use"** means the use of the Site for the purposes of carrying out operations concerned or connected with the construction, establishment, maintenance and operation of the Facility together with associated works, structures, wells, sumps, buildings, storage tanks, pipelines, machinery, flues, plant, wireless apparatus, telephonic equipment, reservoirs, waterways, appliances, or chattels;

**"Power Purchase Agreement"** means the agreement between the Lessee and Ceylon Electricity Board (CEB) dated on or before the date of this Indenture pursuant to which the Lessee has agreed to sell to the Lessor, and Lessor has agreed to purchase from the Lessee, electricity generated by the Facility;

**"Energy Permit"** means the Permit issued to the Lessee by the Sri Lanka Sustainable Energy Authority (SLSEA) under and in terms of Section 18 of the SLSEA Act No. 35 of 2007;

**"Project"** means the design, financing, procurement, construction, testing, commissioning, completion, ownership, management, long-term operation, repair, maintenance and transfer of the Facility in accordance with the Project Agreements;

**"Project Agreements"** means the Power Purchase Agreement, Fuel Supply Agreement, this Indenture, Direct Agreements and the BOI Agreement;

**"Rupees"** or **"Rs"** means the lawful currency of Sri Lanka;

**"Site"** means all that and those allotments of land in the First Schedule hereto fully described;

**"Site Reinstatement Bond"** means the security of United States Dollars ----- (US\$-----) for reinstatement of the Site to be issued by an entity approved by SLSEA and in the form of the Fourth Schedule to be delivered by the Company to the CEB pursuant to clause 12. The Site Reinstatement Bond may be applied to any costs for reinstatement of the Site pursuant to the provisions of the Lease;

**"Sri Lanka"** means the Democratic Socialist Republic of Sri Lanka;

**"Term"** means the period of this Indenture as set out on page 2 of this Lease;

**"Year"** means a year according to the Gregorian calendar.

## **THE THIRD SCHEDULE ABOVE REFERRED TO –**

Disputes Resolution Procedure

### **Arbitration**

#### 4.1 References to Arbitration

Any dispute or difference of whatever nature between the parties arising out of or in connection with this Indenture (which are not first amicably resolved between the parties) including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade (the “UNCITRAL Rules”) for the time being in force, which rules are deemed to be incorporated by reference to this clause save as may be amended by this Third Schedule.

#### 4.2 Notices of Arbitration

Either of the parties to this Indenture who wishes to initiate an arbitration shall give a notice of arbitration to the other party in accordance with Article 3 of the UNCITRAL Rules.

#### 4.3 Place, Venue and Language of Arbitration

The place of the arbitration shall be Colombo. The language of the arbitration shall be English and any award shall be rendered in English.

#### 4.4 Arbitral Tribunal

The Arbitral Tribunal (the “Tribunal”) shall be composed of a sole arbitrator appointed by agreement of the parties within twenty one Days of receipt of Notice of Arbitration (or such longer period as the parties may agree) and, in the absence of such agreement, each party shall appoint one arbitrator and the two arbitrators shall choose the third arbitrator who will act as the presiding arbitrator of the Tribunal in accordance with Article 7 of the UNCITRAL Rules.

#### 4.5 Consolidation of Disputes under this Indenture

After a Tribunal has been appointed, either party may give a further notice of arbitration to the other party and to the Tribunal referring any other dispute arising out of or in connection with this Indenture to those arbitral proceedings. If the other party consents within thirty Days of receipt of such notice to any such other dispute being so referred, the Tribunal may, as it considers appropriate, order that the other dispute should be referred to and consolidated with the same arbitral proceedings;

#### 4.6 Conduct of Arbitration

In accordance with Article 15 of the UNCITRAL Rules, the Tribunal may (subject to the UNCITRAL Rules) conduct the arbitration in such manner as it considers appropriate. In all matters not expressly provided for herein or in the UNCITRAL Rules, the Tribunal shall act in accordance with the spirit of

the UNCITRAL Rules bearing in mind, in particular, that there may be more than two parties to the proceedings and that there may be more than one set of proceedings.

#### 4.7 Awards

All and any awards or other decisions of the Tribunal shall be made in accordance with the UNCITRAL Rules in writing and shall be final and binding on the parties who exclude all and any rights of appeal from all and any awards insofar as such exclusion can validly be made in connection with any question of fact or law arising in the course of the arbitration or with respect to any award. The final award shall be made within six months from the appointment of the Tribunal, but insofar as it is impractical to do so, shall be made as soon as possible. All and any awards or other decisions of the Tribunal shall be made in US Dollars (unless the Tribunal determines that the obligation or liability in respect of which an award is made should be compensated in Rupees) free of any tax, deduction or set off except as provided for in this Indenture and the Tribunal shall be authorised in its discretion to grant pre-award and post-award interest at commercial rates.

#### 4.8 Costs of Enforcement

Any costs, fees, or taxes incident to enforcing any award shall to such extent as is permitted by law, be charged against the party resisting such enforcement.

#### 4.9 Parties Obligations During Arbitral Proceedings

4.9.1 Except as expressly provided in this Indenture, pending the award in any arbitration proceeding hereunder (i) this Indenture and the rights and obligations of the parties shall remain in full force and effect and (ii) each of the parties shall continue to perform their respective obligations under this Indenture. The termination of this Indenture shall not result in the termination of any arbitration proceeding pending at the time of such termination nor otherwise affect the rights and obligations of the parties under or with respect to such pending arbitration.

4.9.2 Each party irrevocably agrees not to initiate any suit or other proceedings:

- (i) in any court of competent jurisdiction arising out of or in relation to any dispute requiring to be determined by an arbitral proceeding in accordance with this Third Schedule until any such dispute has been concluded by means of a final decision of the Tribunal; or

- (ii) in which relief or remedy is sought by way of an injunction or other judicial order (interlocutory or final) which would have the effect (directly or indirectly) of restraining or impeding the maintenance or prosecution by either party of any arbitral proceeding initiated in accordance with this Third Schedule; provided that a party may initiate a suit or proceeding for the purpose of:
- (a) enforcement of any procedural order made by the Tribunal or the arbitration agreement set forth in this Third Schedule;
  - or
  - (b) granting of any relief by way of interlocutory injunction or other interim relief or remedy sought exclusively in aid of a claim which is a subject matter of an arbitral proceeding brought pursuant to this Third Schedule (including without limitation injunctive or other interim relief or remedy with a view to preventing or restraining the removal or dissipation of the assets of the respondent to the claim for such relief or remedy from Sri Lanka or other place where those assets are situated).

**THE FORTHSCHEDULE ABOVE REFERRED TO –**

Form of Site Reinstatement Bond

Background

A. \_\_\_\_\_ of \_\_\_\_\_ a company incorporated in Sri Lanka (the “Company”) has entered into an agreement dated \_\_\_\_\_ to finance, design, engineer, construct, commission, operate and maintain a solar PV power plant to be built at Siyambalanduwa and to sell and deliver electrical power to the Ceylon Electricity Board;

B. The Sri Lanka Sustainable Energy Authority has agreed with the Company to let lease and demise from all encumbrances whatsoever allotments of land with servitudes rights and appurtenances (the "Lease");

C. Under the Lease, the Company is bound and obliged to furnish a Site Reinstatement Bond to secure any costs incurred by the Ceylon Electricity Board for reinstatement of the Site during the Term in terms of the Lease;

D. At the request of the Company,  
we \_\_\_\_\_ of \_\_\_\_\_ a  
commercial bank having its registered office at \_\_\_\_\_ are agreeable to  
and desirous of giving such a Site Reinstatement Bond;

WE HEREBY notwithstanding any objection by the Company, irrevocably undertake and are bound and obliged, without any right of set off, counterclaim, legal or equitable discharge whether on our behalf or on behalf of the Company, to pay to Sri Lanka Sustainable Energy Authority unconditionally and without demur any sum of money and not exceeding a sum of US\$ ----- on their first demand.

Every demand hereunder shall be in writing and signed by the Director General, Sri Lanka Sustainable Energy Authority (or by any person for the time being acting in or performing the functions of the Director General) and shall be accompanied by a statement to the effect that the Company has failed and/or neglected reinstate the land which is the subject matter of the Lease and surrender the Site to Sri Lanka Sustainable Energy Authority in a vacant and unpolluted state pursuant to the Lease. The Site Reinstatement Bond may be applied to all and any cost incurred by Sri Lanka Sustainable Energy Authority in reinstating the land as well as for the payment of any damages or interest the Company may be requested to pay SLSEA.

For all purposes connected with and relating to this Site Reinstatement Bond, every such demand shall be conclusive proof that the amount so demanded is lawfully due under this Site Reinstatement Bond.

All payments hereunder shall be made in Sri Lanka by cheque or bank draft drawn in favour of Sri Lanka Sustainable Energy Authority.

If a demand for payment is made, we shall within ten Days from the date of the demand replenish the Site Reinstatement Bond so as to return it to the original level of US\$ -----.

The rights and remedies of Sri Lanka Sustainable Energy Authority hereunder shall be deemed to be in addition to and not in substitution of any of the rights and remedies of Sri Lanka Sustainable Energy Authority under the Lease and this Site Reinstatement Bond shall not be prejudiced or affected by any indulgence or forbearance of Sri Lanka Sustainable Energy Authority towards the Company in connection with the Lease.



Any claim under this Site Reinstatement Bond must be received by us on or before (insert date six months after the expected date for expiry of the Lease) when this Site Reinstatement Bond shall expire and shall be returned to us.

IN WITNESS whereof this Site Reinstatement Bond has been signed by the authorized signatories of the aforesaid \_\_\_\_\_ on this day of \_\_\_\_\_ 20

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

Name:

Designation:

Name:

Designation:

Information Copy - Not for Bidding