

# Land Leasing Agreement

## LAND POSSESSION AGREEMENT

### FOR CITIZEN, LEGAL ENTITY

1<sup>st</sup> of January 2025

Village-Poladia,

District- Bhuj

State-Gujarat

### One. General provision

This agreement established in between Jairaj Singh , on behalf of owner of the land, land officer of Bhuj and, Vishal Singh CEO of ABC Wind Power, on behalf of the land possessor, based on the “Land Policy of Gujarat-2016” implemented by Government of Gujarat.

### Two. Terms of agreement

2.1. Total amount of land given to land possessors:

The amount of land to be possessed for the purpose -	10000 m <sup>2</sup>
Land possession period	- 25 Years
Land Fees	- € 2050/year + € 921/year Bonus

2.2. Land fee shall be calculated and imposed from the date land possession right is registered in the state registration and registration number is entered into the shared database specified in the Land Policy-2016.

2.3 Land fee shall be paid to the Tax Office in accordance with the invoice. The annual fee shall be divided into 4 equal payments and the payer shall pay such fee quarterly by the 20th of the following month and may pay the further quarterly fees in advance.

2.4 Upon the decision of the competent authority, the land fee shall be renewed within 30 days in case of any change in the basic land valuation, land valuation range, grade, region, the coefficient for land possession and use, and the percentage and amount of payment.

### Three. Land possessors rights

3.1. To possess and use the land in accordance with the purpose specified in the agreement.

3.2. Obtain state certification checking all the land condition and quality from land owners.

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3.3. To compensate for the damage caused to the land in accordance with the procedures established by the guilty person;

3.4. Pledge or transfer the certificate to others with the permission of the authority that approved the land possession;

3.5. A land possessor may lease all or part of the land to others with the permission of the authority that approved the land possession.

3.6. Extension of the right to continue possession of the land at the expiration of the certificate /at least 30 days prior to the expiration of the right, the holder shall submit a request to extend the term of the certificate to the respective level Governor/;

3.7. In case of revocation of the land possession certificate, the holder of the certificate and the pledgee shall have the right to appeal to the court within 10 working days from the date of the decision if the decision of the Governor revoking the certificate is illegal.

## **Four. Duties of land possessors**

4.1. To comply with the terms and conditions specified in the land possession agreement.

4.2. To comply with the general requirements set forth in the legislation on efficient and rational use and protection of land, the legislation on environmental protection and in connection with land use by state authorized organizations;

4.3. State inspection of land condition and quality shall be carried out in accordance with established procedures/once every 5 years/;

4.4. Not to violate the rights and legitimate interests of others related to land possession.

4.5. To pay land fees within the period specified by law, regardless of whether the land has been used for profit or not;

4.6. In case of late payment, interest shall be paid for each day exceeding 0.5 percent of the value of the unperformed duty;

4.7. If the whole or part of the possessed land is to be used by others, shall obtain permission from the authorized Governor and register it in the state registry;

4.8. Timely compliance with the requirements set by the land surveyor in connection with land possession and use;

4.9 To provide business entities, organizations and citizens authorized to perform cadastral mapping with unimpeded access to their property, work and access to information;

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- 4.10. Protect the boundary points of the property on the spot and be responsible for their integrity;
- 4.11. Comply with the requirements of the environmental impact assessment;
- 4.12. Do not move, relocate or destroy land turning points;
- 4.13. When constructing buildings and earthworks at the location of permanent geodetic points and signs, shall be obtained from the district governor or the state administrative body in charge of geodesy and cartography through the General Agency for Border Protection;
- 4.14. Evaluate land possession agreements.
- 4.15. Approve construction planning sketches by revenue department;
- 4.16. The design of the building shall be in accordance with the approved master plan of the city or village, the solutions of the partial master plan, the size and purpose of the allocated land, and the construction area shall not exceed 70 percent of the land;

## **Five. Duties of the landowner**

- 5.1. To control whether the land is possessed in accordance with the purpose specified in the contract;
- 5.2. In addition to possessing the land, the landowner has the right to make the following demands. These include:
  - a. Comply with the legislation on efficient and rational use and protection of land, environmental protection and general requirements set by the state authorities in connection with land use
  - b. Construction of non-purpose buildings on the land allocated for possession and not carrying out activities that adversely affect the quality of the population's living environment
  - c. To work the land in accordance with the purpose and hygienic requirements
  - d. At least 10 percent of the acquired land shall be planted with greenery in accordance with the requirements of improving the appearance and sanitary conditions of cities and villages, protection and rehabilitation of land.
  - e. Construction drawings shall be performed by an authorized professional organization and the building shall be inspected by a professional inspector
  - f. In the event of changes to the general and partial urban development plans, take action until land possession agreement is terminated

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5.3. The land was not possessed in accordance with the terms of the contract, the requirements were not met or the conditions specified in land Policy, for example:

- a. The certificate holder has repeatedly or seriously violated the land legislation and the terms and conditions of the land possession agreement;
- b. The use of land against the interests of public health, environmental protection and national security has been determined by the conclusion of the competent authority;
- c. The transferred certificate has not been registered in the state registry and no new contract has been concluded;
- d. Non-compliance with the requirements of the environmental impact assessment
- e. In case of "failure to use the land for the purpose specified in the contract for 2 consecutive years" without a valid reason, cancel the contract and demand compensation for damages in accordance with the law;
- f. Elimination of violations identified during the implementation of the previous agreement;

5.4. To have other rights, duties and duties granted by the relevant legislation;

## **Six. Some regulations on land property rights**

6.1. If the ownership right of the immovable property on the land owned by the land possessor is transferred to another person, it shall be decided that the land possession right shall be transferred as well.

6.2. If there is a land user who has a limited possession right to possess the land under this agreement or if he/she is required to use such land, his/her land use conditions and procedures shall be sold in accordance with Land Law.

6.3. If the competent authority decides to replace or reclaim all or part of the land possessor's land for the special needs of the state before the expiration of the contract, it shall be regulated by the preliminary agreement of the parties and other legal acts.

6.4. Other conditions deemed necessary by the parties to the contract: In case of non-possession of the right to possess the land or failure to pay the land fee on time, measures shall be taken to revoke the right to possess the land and the issue of property rights on the land shall be resolved in court. Measures will also be taken to revoke land possessors rights in the event of changes in land size without proper permits.

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Note: "without a valid reason ..." means that there was no reason to depend on the landowner, such as damage, erosion, desertification, or illegal actions of others due to sudden force majeure or changes in the natural system.

"... land has not been used for its intended purpose for 2 consecutive years" means that the land possessor has not engaged in certain production and services on the land in accordance with the terms, conditions and purpose specified in the agreement /building, structure, road and area within 2 calendar years not built, not cultivated, etc.

## Seven. Miscellaneous

7.1. The agreement shall enter into force on the day the land is handed over to the land possessor by an act and the authorized governor issues a land possession certificate.

7.2. The parties shall evaluate the land possession agreement annually and the land possessor shall report on the implementation of the agreement by June 25 of each year and the land possessor shall evaluate it by July 1 of each year.

7.3. In case of failure to evaluate the land possession agreement, failure to take measures to eliminate the violations revealed by the conclusion of the previous agreement, and recurrence, the proposal to revoke the land possession and right certificate shall be passed to the relevant official.

7.4. Other issues related to this agreement shall be resolved in accordance with the relevant legislation of Gujarat.

7.5. In accordance with the technical conditions of land allocation and the conclusion of the relevant professional organizations, the engineering network located on the land shall be relocated with the permission of the relevant organization and the related expenses shall be borne by the organization, business entity and citizen.

## Official addresses and contact numbers of the contract parties:

### Land owner

Jairaj Singh

Village-Poladia,

Gujarat, India

### Land Possessor

ABC wind Power

Mumbai, Maharastra,India