

LEASE DEED
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This **LEASE DEED** is made at _____ on the _____ day of _____, 2024 ("**Execution Date**")

[Translation in Regional Language, if required]

BY & BETWEEN

[Translation in Regional Language, if required]

_____ [Name of Lessor] ,Aadhar No:-_____ [Aadhar No. of Lessor], PAN No. _____ [PAN No. of Lessor], Residing at _____ [Address of Lessor],
(Lessor is hereinafter collectively referred to as the "**Lessor**", which expression, unless repugnant to the context or meaning thereof, will include his/her/their legal heirs, successors in interest and permitted assigns);

[Translation of above para in Regional Language, if required]

AND

[Translation in Regional Language, if required]

M/s. _____ [**Name of Company**], a company incorporated under the Companies Act, 2013, with CIN No. _____ and PAN No. _____ having its registered office at _____ and represented by its authorized signatory Mr. Lokendra Joshi, Aadhar Card No. 3832 1293 6250 or any other Authorized Representative appointed by way of Power of Attorney, (hereinafter referred to as the "**Lessee**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

[Translation of above para in Regional Language, if required]

RECITALS:

[Translation in Regional Language, if required]

WHEREAS

[Translation in Regional Language, if required]

- A. Lessor has represented that they are the absolute legal owner, occupant and in possession of freehold parcel(s) of lands Khata/Survey No. _____, admeasuring [Area in Acres], situated in _____ [Full Address of Land], as more particularly described in Schedule A hereto (the "**Lease Property**"), the details of which are given in the table below:

[Translation of above para in Regional Language, if required]

Signature of Lessor

Signature of Lessee

Survey Number	Old Survey Number	Khata Number	Total Area in Sq. Mtr.	Area in Acres	Bigha

[Translation of above table in Regional Language, if required]

B. Lessor No. 1 has represented to Lessee that they are the absolute legal owner and in occupation and possession of the Lease Property to the exclusion of others as per the record maintained in the Village Form No. ____ for the year ____, Form No. ____ for the year ____ and Mutation Entry No. ____, dated ____ in Form No. ____ for the year ____, by the ____ [Government office Name of the State] and are legally entitled to grant the Lease Property on lease to Lessee.

[Translation of above para in Regional Language, if required]

C. The Lessee, a company engaged in developing, operating and, managing renewable energy projects, has identified certain lands in ____ [Name of Area/village/city] for facilitating and implementing a ____ MW Solar park along with its allied infrastructure ("Solar park Project")

[Translation of above para in Regional Language, if required]

D. The Lessee may engage the Facilitator for facilitating the arrangement of lands including inter alia, land procurement, obtaining all relevant approvals, including layout approval, land conversion, and for resolving any issues relating to Lease Property and for procuring all requisite licenses for the Solar Project.

[Translation of above para in Regional Language, if required]

E. The Lessee has approached the Lessor to grant the lease of the Lease Property to the Lessee for setting up, operating, and maintaining the solar Project and the Lessor is desirous of granting the Lease Property on leasehold basis to Lessee, including approach road along with all rights and appurtenances thereto free of any encumbrances whatsoever.

[Translation of above para in Regional Language, if required]

F. The Lessor, pursuant to the request made by Lessee, has agreed to execute this Lease Deed to record the terms and conditions on which Lessor shall grant on a lease basis the Lease Property to Lessee.

[Translation of above para in Regional Language, if required]

G. Lessor and Lessee are, therefore, desirous of entering into this Lease Deed to reduce all the

agreed terms and conditions in writing, superseding all previous agreements, arrangements, letters of intent, writings etc., if any, in respect of this lease of the Lease Property by Lessor to Lessee, as set out herein below.

[Translation of above para in Regional Language, if required]

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES, THE SUFFICIENCY WHEREOF IS HEREBY ACKNOWLEDGED AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

[Translation of above para in Regional Language, if required]

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease Deed, including in the recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

[Translation of above para in Regional Language, if required]

“Affiliates” means, in relation to a Party, a company or entity that directly or indirectly Controls, or is Controlled by, or is under common Control with, that Party;

[Translation of above para in Regional Language, if required]

“Approvals” means all authorizations, consents, approvals, notifications and permissions and any license, permit, ruling, no objection certificates (NOC), exemption or other authorization of whatsoever nature, which are required to be granted by, or any registration or filing with any authority under law for or in respect of this Lease Deed including for the performance of any obligation or exercise of any right by a Party herein.

[Translation of above para in Regional Language, if required]

“Control” shall mean: (a) ownership or control (whether directly or otherwise) of more than 50% (fifty percent) or more of the equity share capital, voting shares or the like of the controlled entity; or (b) the power, directly or indirectly, to control the composition of, or power to appoint, more than 50% (fifty percent) of the members of the board of directors, or, to direct or influence the management and policies of such entity by operation of law, contract or otherwise of the controlled entity.

[Translation of above para in Regional Language, if required]

"**Effective Date**" shall mean the date of execution of this Lease Deed.

[Translation of above para in Regional Language, if required]

"**Government Authority**" shall mean the Government of India, the State Government of respective state or any Central or State or regional or municipal authority, or local government, or any legislature, ministry including Local Authority which includes but not limited to any Electricity Authority, Land Authority, agency, regulator, political subdivision, corporation or commission under the direct or indirect control of the Government of India or State Government of Gujarat or any other state or local government or any sub-registrar of assurances, registrar of companies or revenue department or commissioner/district magistrate/collector/deputy collector/ sub-divisional magistrate/Taluka Development Officer/ District Development Officer/ Territory Officer/ panchayat/ taluka panchayat/ mamlatdar/empowered committee/empowered officer or Industries Commissionerate or district industries center office (DIC) or any subdivision of any of them and any other government/local authorities as applicable.

[Translation of above para in Regional Language, if required]

"**Solar Project**" shall have the meaning ascribed to the terms in Recital C of this Lease Deed.

[Translation of above para in Regional Language, if required]

"**Lease Deed**" means this Lease Deed together with the recitals hereof and all Schedules and Annexures hereto, and as may be supplemented and /or amended from time to time in writing.

[Translation of above para in Regional Language, if required]

"**Lease Property**" means the parcel(s) of land as described in **Schedule A** to this Lease deed, agreed to be leased by Lessor to the Lessee under the terms and conditions of this Lease Deed.

[Translation of above para in Regional Language, if required]

"**Lease Rent**" shall have the meaning ascribed to the term in Clause 3.1(i) of this Lease Deed.

[Translation of above para in Regional Language, if required]

"**Lease Term**" shall have the meaning ascribed to the term in Clause 2.3 of this Lease Deed.

[Translation of above para in Regional Language, if required]

"**Lessor's Lenders**" shall have the meaning ascribed to the term in Clause 5 of this Lease

Deed.

[Translation of above para in Regional Language, if required]

“Lessor’s Loan Outstanding Amount” shall have the meaning ascribed to the term in Clause 5 of this Lease Deed.

[Translation of above para in Regional Language, if required]

“N.A. Permission” shall have the meaning ascribed to the term in Clause 4.1(ix) of this Lease Deed.

[Translation of above para in Regional Language, if required]

“Other Entity” shall have the meaning ascribed to the term in Clause 4.3 (iii) of this Lease Deed.

[Translation of above para in Regional Language, if required]

“Project Related Approvals” shall have the meaning ascribed to the term in Clause 11 (f) of this Lease Deed.

[Translation of above para in Regional Language, if required]

1.2 Interpretation

(i) In this Lease Deed, unless the context otherwise requires:

[Translation of above para in Regional Language, if required]

(a) Words used in the singular shall be deemed to include the plural and vice-versa.

[Translation of above para in Regional Language, if required]

(b) References to clauses, recitals, schedules and annexure are, respectively, references to clauses and recitals of and schedules and annexures to this Lease Deed. The schedules, annexures and recitals shall form an integral part of this Lease Deed.

[Translation of above para in Regional Language, if required]

(c) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or reenactment is capable of applying to any transactions covered by this Lease Deed. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment

or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

[Translation of above para in Regional Language, if required]

- (d) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Lease Deed.

[Translation of above para in Regional Language, if required]

- (e) References to the words "include" and "including" shall be construed without limitation and the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Lease Deed or specified Clauseshereto, as the case may be.

[Translation of above para in Regional Language, if required]

- (f) Reference to any month shall mean a reference to a calendar month as per the Gregorian calendar and reference to number of days shall refer to calendar days as per the Gregorian calendar, unless otherwise specified.

[Translation of above para in Regional Language, if required]

- (ii) This Lease Deed shall be executed in both English and Regional language (if required). In the event of any dispute or confusion in the interpretation of any provisions of this Lease Deed under English and Regional language, the interpretation of such provisions of this Lease Deed in English language shall prevail.

[Translation of above para in Regional Language, if required]

2. GRANT OF LEASE

2.1. Grant and Purpose

- (i) In consideration of mutual promises of the Parties and the mutual representations and warranties contained herein, Lessor here by grant to Lessee the Lease Property on a leasehold basis free and clear of all encumbrances along with approach road and all rights and appurtenances vested in the Lease Property along with peaceful and absolutely vacant physical possession with no construction of any nature and/or without any crops/plants, trees, vegetation etc. of any nature, for the Lease Term, in consideration of the Lease Rent payable by the Lessee to the Lessor and on the terms and conditions set out in this Lease Deed.

[Translation of above para in Regional Language, if required]

- (ii) The Lessee, on the basis of the representations, assurances, warranties of the Lessor contained herein and subject to the terms and conditions of this Lease Deed, hereby takes on leasehold basis the Lease Property from the Lessor for the Lease Term. The Lessee hereby agrees and undertakes that it shall use the Lease

Property for the purpose of constructing, developing, maintaining and operating the Solar Project and allied purposes including but not limited to storage of the components or wind turbine material, access road, fencing, rainwater management, overhead electric lines, electric poll, pathway, DP yeard, laying of HT Cables, control room building, civil structures or any other allied purpose connected to renewable energy.

[Translation of above para in Regional Language, if required]

2.2. Mortgage, Sub-lease, Transfer and Assignment of Lease Rights

- (i) Due to the nature and requirement of the Solar Project, loan/advances/ finance etc. on the Solar Project are required to be arranged from the banks/ NBFC/ Government lending agencies, etc. and, therefore, to provide security/collateral for such loan/credit/ finance, etc. for the purpose of setting up, constructing, developing, maintaining and operation of the Solar Project, pursuant to the execution of this Lease Deed, Lessor hereby agree and give his/her/their unconditional irrevocable consent to Lessee (a) to create a security, charge, lien or mortgage of its *leasehold rights* under the Lease Deed in respect of the Lease Property for the purpose of setting up, constructing, developing, maintaining and operation of the Solar Project, (b) that Lessee shall not be required to obtain any further or prior permission/consent/approval etc. of any nature whatsoever from Lessor or shall not be required to give any intimation to Lessor for creating any security, charge, lien or mortgage the leasehold rights of Lessee on Lease Property under this Lease Deed in any manner whatsoever, and (c) to execute any documents/ agreements/ deeds in respect thereof in favour of the banks/ NBFC/ Government lending agencies, etc. and to get the same registered/ noted/ recorded with any Government Authority.

[Translation of above para in Regional Language, if required]

- (ii) Lessor hereby agrees to give his/her/their unconditional irrevocable consent and provide all assistance as may be required to Lessee to take all necessary approvals from the appropriate Government Authorities for constructing, developing, maintaining, operating, and commissioning the Solar Project to be established on the Lease Property and agree to execute/sign all requisite documents, applications, affidavits, no objection certificates (NOC) as may be requested by Lessee in this regard from time to time.

[Translation of above para in Regional Language, if required]

- (iii) Lessor agrees that Lessee may sub-lease the entire or any part of the Lease Property as and when required by Lessee to its Affiliates without the prior consent of the Lessor. The Lessee shall, however, ensure due performance of all the obligations under the said Lease, by such sub-lessee. The Lessee shall also ensure that the duration of the sublease term does not exceed the Lease Term.

[Translation of above para in Regional Language, if required]

- (iv) The Lessor shall coordinate with the Lessee for leveling of the land including any internal bunds/boundaries in the Lease Property.

[Translation of above para in Regional Language, if required]

- (v) Lessor agree and give his/her/ -their unconditional irrevocable consent that for any transfer/assignment to any lenders of the leasehold rights of Lessee in the Lease Property (a) pursuant to any scheme of restructuring or such other requirements in terms of the financing documents as may be required for the financing, including financing for capital expenditure and working capital expenditure of the Solar Project, or (b) pursuant to any other the rights and obligations of lender, such lender shall not require any further permission from Lessor. However, Lessee assures that it will hand over the Lease Property in the same condition as it was handed over, duly demarcated to Lessor free from all encumbrances/ lien/charge/mortgage at the end of the Lease Term or early termination of this Lease Deed. In case the Lessor require conversion of Lease Property from non-agricultural land to agricultural land after the expiry of the Lease Term, Lessee shall undertake the process as may be applicable for such conversion at Lessee's cost after the expiry of the Lease Term, at the instance of the Lessor and the Lessor shall provide requisite application and documents in this regard to the Lessee.

[Translation of above para in Regional Language, if required]

2.3. Lease Term

- (i) The lease of the Lease Property under this Lease Deed shall be deemed to be effective from the Effective Date and the terms of this Lease Deed shall be deemed to have come into effect from the Effective Date. Lessor has handed over the peaceful and absolutely vacant physical possession with no construction of any nature and/or without any crops/plants, trees, vegetation etc. of the Lease Property free from all encumbrances to the Lessee on the Effective Date. Subject to early termination of this Lease Deed in accordance with the terms hereof, the lease of the Lease Property to Lessee by Lessor shall continue uninterrupted for a period of twenty-nine (29) years and eleven (11) months from the Effective Date ("**Lease Term**"). Thereafter, the Lease Term may be further extended for such term (s) and on such terms as may be mutually agreed in writing between the Parties by executing a separate leasedeed.

[Translation of above para in Regional Language, if required]

- (ii) The Lessor agrees that the entire Lease Term shall be the lock-in period ("**Lock-in Period**") and the Lessor shall not be entitled to terminate the Lease during the Lock-in Period unless otherwise provided for in the Lease Deed.

[Translation of above para in Regional Language, if required]

2.4. Ownership

The Lessor agrees, acknowledges and understands that the Lessee shall obtain temporary non-agricultural approval as per the Circular No. _____ (Lease) dated _____ issued by the Revenue Department, Government of respective State (as amended or superseded from time to time) on the Lease Property for development of the Solar Project or any Renewable Energy Projects. Accordingly, the Lessor shall not change the possession or title of the Lease Property till the end of the Lease Term or termination of the Lease Deed, whichever is earlier.

[Translation of above para in Regional Language, if required]

2.5. Stamp Duty and Registration Charges

The Lessee shall bear all the stamp duty, registration charges and other costs and expenses incidental to the execution and registration of this Lease Deed.

[Translation of above para in Regional Language, if required]

3. **LEASE RENT, TAXES AND DEPOSIT**

3.1. Lease Rent

- (i) In consideration of the grant of a lease of the Lease Property by Lessor to Lessee, Lessee shall pay Lessor an amount of Rs. _____/- (_____ Rupees) per annum/ per **Bigha/Acre** ("**Lease Rent**") during the Lease Term. The Lease Rent shall be paid by the Lessee to the Lessor after tax deduction at source under applicable laws.

[Translation of above para in Regional Language, if required]

- (ii) Lessor hereby agrees among themselves and have accordingly requested the Lessee that the entire Lease Rent payable by Lessee to Lessor under this Lease Deed, shall be paid each time to the Lessor as provided in table below ("**Rent Receiving Lessor/s**") on behalf of all the Lessors, and such receipt of the Lease Rent by the Rent Receiving Lessor from the Lessee shall be deemed to have been so received by all the Lessors herein in accordance with the terms of this Lease Deed in full and complete discharge of obligation of the Lessee to make payment of the Lease Rent.

[Translation of above para in Regional Language, if required]

Sr. No.	Name of the Rent Receiving Lessor	Share of the Lease Rent	Amount of Lease Rent for first year (per annum) (Rs.)

1.	[●]	[●]%	[●]

(iii) Lessee has, simultaneous with execution of this Lease Deed, paid to Lessor an amount of Rs.[●] through D.D/Cheque bearing no [●] dated [●] drawn on [●] , being the Lease Rent payable for the first two years of the Lease Term, as advance Lease Rent which shall be adjusted with the Lease Rent payable for the first two years, and thereafter Lessee will pay Lease Rent in advance each year on or before [●]th day of the month in which the Lease Rent becomes due, which shall also be adjusted with the Lease Rent payable for the respective year. The Lease Rent shall be paid by the Lessee to the Lessor after tax deduction at source under applicable laws. The Lease Rent payable every year is detailed out herein below:-
[Translation of above para in Regional Language, if required]

RENT CALCULATION SHEET				
Year	Rent Per Acre Per Year	Escalation	Total Lease Area	Lease Rent Payable to Lessor
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

26				
27				
28				
29				
29.11				
Total				
Average Annual Rent (Total Rent/Total Year)				
1	AVARAGE ANNUAL RENT			
2	NA TAX			
	TOTAL			
3	(AAR = NA TAX) X 2			
4	CONSIDERATION			
5	STAMP DUTY (4.9 % OF CONSIDERATION)			
	ROUND UP			
6	REGISTRATION CHARGES (1 %OF CONSIDERATION)			
	ROUND UP			
7	FOLIO CHAREGES PER PAGE Rs. 20 (APPROX 100 PAGES)			
TOTAL REGISTRATION CHAREGES				
NA TAX CALCULATION				
				TOTAL NA TAX

- (iv)

Upon expiry or termination of the Lease Deed, the Lessee shall deliver and hand over peaceful possession of the Lease Property to Lessor on such expiry. However in case of termination of the Lease Deed, the Lessee shall deliver and hand over peaceful vacant possession of the Lease Property to Lessor as per the timeline prescribed in the termination notice issued by the Lessee. However, in case, Lessee fails to handover the peaceful and vacant physical possession of the Lease Property free from all encumbrances/mortgage, etc., due to the fault of Lessee only, within the stipulated time, the Lessee shall be liable to pay the Lease Rent till the actual hand over of the Lease Property to Lessor.

[Translation of above para in Regional Language, if required]
- (v)

Lessor hereby agree and acknowledge that in case any person(s) other than them (***“Third Party Title Claimant”***) is / are either found to have or claim(s) any right, title or interest in the Lease Property by virtue of their name(s) appearing as the owner(s) or co-owner(s) of the Lease Property in the record of rights (Village Form 7 or Village Form 12 or Village Form 8 A or Village Form 6 or all of them) maintained by the concerned revenue department / Mamlatdar and/or by virtue of any sale deed(s) or any other transfer deed/agreement during the Lease Term (***“Third Party***

Title Claim”), then the Lessee may at its sole discretion pay the rent amount out of the total Lease Rent in proportion to such Third Party Title Claim (**“Proportionate Lease Rent”**) to such Third Party Title Claimant in accordance with the terms of this Lease Deed and upon such payment of the Proportionate Lease Rent to such Third Party Title Claimant by the Lessee, such Third Party Title Claimant shall be deemed to be the original lessor(s) of his/her/their respective shares in the Lease Property and the Lessor shall have no objection to the same.

[Translation of above para in Regional Language, if required]

3.2. Taxes and Duties

Lessee shall be responsible for payment of all property taxes, gram-panchayat fees or any other local fees applicable or from time to time payable with respect to the Lease Property, as long as the lease under this LeaseDeed is in force.

[Translation of above para in Regional Language, if required]

4. **REPRESENTATIONS, WARRANTIES AND OBLIGATIONS**

4.1. Representations and warranties of Lessor

The Lessor represents and warrants to the Lessee as follows:

- (i) He/she/they are the absolute legal owner and in possession of Lease Property to the exclusion of others and/or any claim from any third party and are legally entitled to grant on a lease basis the Lease Property to Lessee.

[Translation of above para in Regional Language, if required]

- (ii) He/she/they have complete legal power and legal authority to execute, deliver, and perform this Lease Deed, and he/she/they have taken all necessary actions for the execution, delivery, and performance of this Lease Deed.

[Translation of above para in Regional Language, if required]

- (iii) This Lease Deed constitutes the legal, valid, and binding obligation of the Lessor legally enforceable against him/her/them in accordance with the terms hereof.

[Translation of above para in Regional Language, if required]

- (iv) As on the date of this Lease Deed, there are no actions, suits, proceedings, litigation, show cause notices, or investigations pending or, threatened against the Lease Property or against him/her/them with reference to the Lease Property as the subject matter of dispute at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a

breach of this Lease Deed or which individually or in the aggregate may result in any material impairment of its ability to perform his/her/their obligations under this Lease Deed.

[Translation of above para in Regional Language, if required]

- (v) There is no litigation, attachments or notice thereof, court orders, decrees, stays, acquisitions, notice of acquisition requisitions against the Lease Property and/or any other legal defects in the title of Lessor to the Lease Property and the same is marketable and, a valid mortgage/charge/lien can be created against the same in favour of any banks/NBFC/financial institutions/Government lending agencies. No mortgage, charge or lien of any kind on the Lease Property shall be created during the Lease Term except in accordance with the terms of this Lease Deed.

[Translation of above para in Regional Language, if required]

- (vi) The execution, delivery and performance of this Lease Deed and his/her/their obligations contemplated under this Lease Deed do not and will not (i) breach or constitute a default under applicable laws, and/or (ii) result in a breach of, or constitute a default under, any agreement or judicial order to which Lessor are a party or by which he/she/they are bound.

[Translation of above para in Regional Language, if required]

- (vii) Lessor has not entered into any agreement or arrangement with any person/s or third party for use and/or occupation/ lease/license/sale of the Lease Property to which the Lessee is entitled under this Lease Deed and that the execution and delivery of this Lease Deed will not violate or constitute a default under any other agreement to which the Lessor are a party.

[Translation of above para in Regional Language, if required]

- (viii) Lessor during the Lease Term shall not engage in any illegal activities, or any other activities not permitted by applicable law resulting in dispossession of Lessee from the Lease Property.

[Translation of above para in Regional Language, if required]

- (ix) Lessor and Facilitator shall take all necessary steps and co-operate with the Lessee in obtaining non-agricultural (N.A.) permission for use of the land for the purpose of Hybrid Project in terms of the circular bearing no. _____ (Lease) dated _____ issued by the Revenue Department, State Government and other circulars, orders, notification issued and other applicable Laws in respect of the Lease Property. (**"N.A. Permission"**).

[Translation of above para in Regional Language, if required]

- (x) The Lease Property was held by the Lessor as old tenure land and not as new tenure or any other prohibited tenure under the applicable Agricultural Land Laws of India and State Government, and, if so required, any premium payable for

conversion of the Lease Property from new tenure or prohibited tenure to old tenure has been paid by the Lessor as per the applicable laws.

[Translation of above para in Regional Language, if required]

- (xi) The Lease Property was held by the Lessor within the agricultural land ceiling limits as prescribed under applicable laws and has not been included or vested in any applicable urban land ceiling laws or applicable laws.

[Translation of above para in Regional Language, if required]

- (xii) The Lessor represents that the lease property is not Bhudan land, land which was earlier acquired or seized under the any applicable Laws of India and its State Government

[Translation of above para in Regional Language, if required]

- (xiii) The Lessor represents that the lease property is not "Sarkari Padtar" land, Gauchar land or reserved for any public purpose. The Lessor further represents that the lease property is not premium payable land and if it is a premium payable land then premium amount is not outstanding or due.

[Translation of above para in Regional Language, if required]

- (xiv) The Lessee shall be entitled to use irrigation facilities including bore well/ tube well presently available on the Lease Property, in addition to the right of installing and maintaining any water-generating resource.

[Translation of above para in Regional Language, if required]

- (xv) There are no outstanding dues/ land revenue or penalty or any other outgoings payable to any government/ revenue/ local authorities in respect of the Lease Property.

[Translation of above para in Regional Language, if required]

- (xvi) The Lease Property is/are vacant parcel(s) of land and there are no building/constructions existing on the same.

[Translation of above para in Regional Language, if required]

- (xvii) The Lease Property is beyond the distance of 184 meters from a jail, if any.

[Translation of above para in Regional Language, if required]

- (xviii) The Lease Property is beyond the distance of 30 meters from the railway border, if any, and beyond the distance of 100 meters from notified protected monuments under rules of Central or State Government, if any.

[Translation of above para in Regional Language, if required]

- (xix) The Lease Property is beyond the distance of 900 meters from Indian Airforce installations, if any, and beyond the distance of 20 KM from the airport, if any.

[Translation of above para in Regional Language, if required]

- (xx) The Lease Property is not situated near any ONGC well or any irrigation canal or any forest/land notified as reserved forest land or protected forest.
[Translation of above para in Regional Language, if required]
- (xxi) The Lessor further assures that the Lease Property has not been reserved by any cement company for mining purposes.
[Translation of above para in Regional Language, if required]
- (xxii) No electricity grid wire/high tension power pole exists from above or beside the Lease Property nor do any water or gas pipelines pass through the Lease Property.
[Translation of above para in Regional Language, if required]
- (xxiii) There are no upcoming industrial projects or any other construction except for the proposed Hybrid Project adjacent to the boundaries of the Lease Property.
[Translation of above para in Regional Language, if required]
- (xxiv) Subject to payment of Lease Rent, in accordance with the terms of this Lease Deed, the Lease Property shall be in exclusive, peaceful possession and use of the Lessee during the Lease Term.
[Translation of above para in Regional Language, if required]
- (xxv) The Lessee's employees, authorized representatives, visitors, guests, agents, contractors, vendors, customers, etc. shall have unrestricted use of and access to the Lease Property at all times during the Lease Term.
[Translation of above para in Regional Language, if required]
- (xxvi) The representations and warranties made by the Lessor in this Lease Deed as well as in the recitals of this Lease Deed are true and correct and shall remain true and correct during the entire Lease Term; and
[Translation of above para in Regional Language, if required]
- (xxvii) In the event that any of the Lessor's representations and warranties herein cease to be true and correct at any time during the subsistence of the Lease Term, the Lessor upon the existence of such fact/s, shall immediately notify the Lessee of the representation(s) and warranty(ies) which have ceased to be true and, in such case without prejudice to the right of the Lessee to terminate this Lease Deed, the Lessor shall adopt corrective action(s) in relation thereto at the risk and cost of the Lessor.
[Translation of above para in Regional Language, if required]

4.2. Lessee's Obligations

- (i) Lessee agrees that Lessor or any person authorized by Lessor shall upon reasonable notice to Lessee have the right of entry into the Lease Property, to inspect the Lease Property and verify compliance by the Lessee of the terms of this

Lease Deed.

[Translation of above para in Regional Language, if required]

- (ii) Upon execution of this Lease Deed, Lessee shall, at its own cost and expense, be responsible for complying with and taking all necessary actions and steps to comply with applicable laws in respect of the construction, operation, maintenance, and management of the Hybrid Project on the Lease Property, including municipal laws relating to environment, public nuisance, applicable guidelines and laws of the local authorities.

[Translation of above para in Regional Language, if required]

- (iii) This Lease Deed constitutes the Lessee's legal, valid, and binding obligation enforceable against it in accordance with the terms hereof.

[Translation of above para in Regional Language, if required]

- (iv) Lessee shall pay the Lease Rent to Lessor in accordance with the terms of this Lease Deed.

[Translation of above para in Regional Language, if required]

4.3. Lessor's Obligations

- (i) The Lessor shall not sell, transfer, or otherwise encumber the Lease Property in any manner whatsoever except with the approval of the Lessee during the Lease Term and undertake all necessary steps to ensure complete adherence to the terms of the lease in terms of this Lease Deed.

[Translation of above para in Regional Language, if required]

- (ii) As per the applicable laws, Lessee shall be fully entitled and authorized to assign all its rights, interest, and liabilities, granted and/or accrued/accruable to Lessee under this Lease Deed, in favour of its Affiliate and/or any company or other entity with or into which Lessee may hereafter merge or demerge or amalgamate or restructure ("**Other Entity**"), if in any such case, the said company or the Other Entity shall by operation of law or expressly in writing assume all obligations of Lessee hereunder. In all such assignment events, Lessee shall ensure that the Affiliates or the Other Entity to whom this Lease Deed gets assigned by Lessee, shall be bound by all the terms and conditions of this Lease Deed.

[Translation of above para in Regional Language, if required]

- (iii) For the purpose of this Lease Deed: (a) holding company of Lessee shall mean all such companies that controls the Lessee in accordance with the provisions the Companies Act, 2013, (b) subsidiary company of Lessee shall mean all such companies which is controlled by Lessee in accordance with the provisions the Companies Act, 2013, and (c) associate company of Lessee shall mean all such companies which is an associate company as defined in the Companies Act, 2013.

[Translation of above para in Regional Language, if required]

5. PRIOR MORTGAGE

In case Lessor had obtained any loan facility or finances prior to the execution of this Lease Deed by creation of security, mortgage lien or charge against the Lease Property in favour of any banks/financial institutions/ NBFC/government or co-operative lending agencies or had created any other encumbrances in favour of any third party against the Lease Property, (a) such security, mortgage lien or charge or encumbrances created against the Lease Property has been released by Lessor by making the re-payment to such banks/financial institutions/ NBFC/government or co-operative lending agencies or third party ("**Lessor' Lenders**") in full of the total amount outstanding and payable by Lessor under such loan facility or finances obtained by Lessor ("**Lessor' Loan Outstanding Amount**") out of the Lessor' own funds, (b) and such security, mortgage lien or charge or encumbrances registered against the Lease Property with sub-registrar of assurances or village accountant/ mamlatdar or any Government Authority stands cancelled and Lessor have provided a proof thereof to Lessee as on the date of execution of the Lease Deed.

[Translation of above para in Regional Language, if required]

6. TERMINATION OF LEASE DEED

- 6.1. Lessee shall have the right to terminate this Lease Deed by giving written notice if Lessor commits a breach of any of his/her/their representations, warranties or obligations under this Lease Deed and fails to rectify the breach within three (3) months of the written notice of such breach:

[Translation of above para in Regional Language, if required]

- 6.2. The Lessee may terminate this Lease Deed without assigning any reason by giving three (3) months written termination notice to the Lessor. The Lessor shall not have any right to dispute any such reasons assigned by the Lessee. Lessee shall continue to pay Lease Rent till the termination of the Lease Deed.

[Translation of above para in Regional Language, if required]

- 6.3. The Lessee shall be entitled to forthwith terminate this Agreement (i)if the outcome of the title due diligence on the Lease Property is not satisfactory to the Lessee, as and/or (ii) in the event of an inordinate delay on the part of the Lessee and the Facilitator to obtain an order of N.A. Permission.

[Translation of above para in Regional Language, if required]

- 6.4. In addition to the above, Lessee may terminate this Lease Deed either on directions from a Governmental Authority or if so required by applicable laws.

[Translation of above para in Regional Language, if required]

- 6.5. Lessor shall not have any right to terminate this Lease Deed before expiry of the Lease Term, except for non-payment of lease rent beyond the period of 120 months from the

date it becomes due as per this Lease Deed.

[Translation of above para in Regional Language, if required]

7. CONSEQUENCES OF TERMINATION OR EXPIRY OF LEASE DEED

- 7.1. Upon expiry or termination of the Lease Deed, Lessee shall deliver and hand over peaceful possession of the Lease Property to Lessor on such expiry, however in case of termination of the Lease Deed, Lessee shall deliver and hand over peaceful vacant possession of the Lease Property to Lessor as per the timeline prescribed in the termination notice issued by the Lessee.

[Translation of above para in Regional Language, if required]

- 7.2. Upon expiry or termination of this Lease Deed, Lessee shall have the right to remove and take all the constructions, equipment, fittings and fixtures installed by it on the Lease Property at its own cost.

[Translation of above para in Regional Language, if required]

- 7.3. In case of early termination of this Lease Deed by Lessee under Clause 7.1 hereof, Lessor shall be liable to immediately refund any unadjusted advance Lease Rent as may be paid by Lessee to Lessor under the Lease Deed. If any rent is payable due to a delay in handing over of the possession to the Lessor by the Lessee, it will be payable up to the date of the handing over of the possession on a prorated basis. In the event of delay in refund of the unutilized Lease Rent, the Lessor shall be liable to pay interest on the outstanding dues at 6% per annum to the Lessee from the date the amount becomes due till the date of full payment.

[Translation of above para in Regional Language, if required]

- 7.4. Notwithstanding anything to the contrary, clauses which are deemed to survive after termination/ expiry of this Lease Deed shall survive after the termination/expiry of this Lease Deed.

[Translation of above para in Regional Language, if required]

8. DISPUTE RESOLUTION

- 8.1. Any dispute or difference arising between the parties under this Lease Deed, as to their respective rights or obligations in terms hereof or connected herewith or incidental hereto or as to the interpretation of any of the terms hereof, shall be governed by the Laws of India. If the Parties hereto are unable to mutually settle the dispute or difference within 30 days from the date it arose, then the same shall be referred to Arbitration under the provisions of Arbitration and Conciliation Act, 1996 with amendments or re-enactments thereof. The proceedings shall be in English, and the seat of arbitration shall be at Ahmedabad. The Arbitration shall be conducted by the sole arbitrator to be appointed by mutual consent.

[Translation of above para in Regional Language, if required]

- 8.2. The decision of the arbitrator shall be final and binding and shall be the sole and exclusive remedy between the Parties hereto regarding the dispute or difference arising out of this Lease Deed. The arbitration expenses shall be borne as per the award of arbitration or else the same shall be borne equally by the Parties.

[Translation of above para in Regional Language, if required]

- 8.3. During the pendency of the arbitration between the Parties, the Parties hereto shall continue to perform their respective obligations under this Lease Deed.

[Translation of above para in Regional Language, if required]

- 8.4. Subject to arbitration, any dispute arising out of or in relation to this Lease Deed, shall be submitted in the in courts situated at Saraswati(Patan).

[Translation of above para in Regional Language, if required]

9. **FORCE MAJEURE**

- 9.1. The Parties hereto shall ensure due compliance with the terms of this Lease Deed. However, neither Party shall be liable for any loss or damage whatsoever arising out of failure to carry out the terms of this Lease Deed to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, forces of nature, accident, act of god, act of government or any other reason construed as a *force majeure* condition beyond the control of the concerned party. If such *force majeure* condition persists beyond 30 (thirty) days from the date on which the existence of such *force majeure* condition is notified by the relevant Party to the other Party, then the Parties may mutually agree to terminate this Lease Deed.

[Translation of above para in Regional Language, if required]

- 9.2. If the whole or any portion of the Lease Property shall, at any time, be destroyed or damaged by a force majeure event, or otherwise be subject to any government notification so as to be rendered inaccessible or unfit for use, in whole or in part to the Lessee, provided such destruction or damage is not occasioned by the wrongful act of the Lessee, then, the Lease Rent payable by the Lessee under the Lease will be suspended for the Lease Property or in proportion to the size of the unusable area of the Lease Property, for the period of time such area is unusable, or access thereto is restricted.

[Translation of above para in Regional Language, if required]

10. **INDEMNITY**

The Lessor shall defend, indemnify, make good the loss of the Lessee and hold harmless the Lessee, its agents, employees, and directors (each and **Indemnified Party**), from and against any proven claim, liability, demand, actual losses and damage which the Indemnified Parties may be put to or suffer as a result of any acts or omissions attributable to the Lessor, including but not limited to, as a result of any (a) title defect in the Lease Property and/or (b) misrepresentation by the Lessor made in this Lease Deed and/or (c)

uncured breach of any obligation of the Lessor under this Lease Deed.

[Translation of above para in Regional Language, if required]

11 FACILITATOR PARTIES

The Facilitator agrees and acknowledges that (i) the Lessor has entered into this Lease Deed with the Lessee for the purpose of implementation of the Solar Project; (ii) he/she/they have read and understood the terms of this Lease Deed with respect to the Lease Property and that they have no objection to consummation of the transaction contemplated in this Lease Deed; (iii) he/she/they do not have any adverse claims with respect to the Lease Property, against the Lessor and/or against the Lessee, in relation to the Lease (iv) he/she/they shall take all steps to ensure that the Lessee can enjoy all rights granted to it under this Lease Deed and (v) he/she/they shall not in any manner whatsoever obstruct the Lessee from implementing the Solar Project and hinder the enjoyment of leasehold rights by the Lessee under the Lease with respect to the Lease Property.

[Translation of above para in Regional Language, if required]

12 ASSIGNMENT

12.1. The Parties agree that they shall not assign their rights under this Lease Deed without the prior written consent of the other Party, except when such assignment is by assignment / mortgage / charge by the Lessee of its rights, interests, obligations or liabilities under this Lease Deed in favour of its lenders including banks and/or financing institutions or other financing parties or their agents or trustees for the Project and/or for the purposes of obtaining financing for its or its affiliates' other projects or as provided in this Lease Deed.

[Translation of above para in Regional Language, if required]

12.2. Notwithstanding the assignment of rights under the Lease Deed, the assigning party shall remain liable for the performance of its obligations under this Lease Deed.

[Translation of above para in Regional Language, if required]

12.3. The Lessor, at the request of the Lessee on non-recourse basis provide all necessary co-operation and assistance to the Lessee for obtaining non-recourse project finance according to international standards and Indian laws/financing practices, including but not limited to the acknowledgment of the assignment of rights in favour of the Lessee's lenders and exercise of their rights consequent thereof, co-operation with the Lessee's lenders and the execution of direct agreements / tripartite agreements providing, inter alia, for cure period for curing the Lessee's defaults hereunder and step-in rights to such lenders, as security for such project financing. Such documents shall, at the minimum, contain provisions that are customary for similar project financings.

[Translation of above para in Regional Language, if required]

12.4. Any change to this Lease Deed suggested by the lenders to the Lease Deed must be implemented between the Lessor and Lessee in good faith. In case of any changes and/or modifications suggested by the lenders, the Lessor must cooperate and assist the

Lessee to carry out the reasonable modifications to this Lease Deed that the lenders may require.

[Translation of above para in Regional Language, if required]

13 GENERAL

- 13.1. In the event of the death of any of the Lessor/s during the Lease Term as per this Lease Deed, the Lease Deed shall be binding on the legal heirs of the Lessor/s, and under such circumstances, the legal heirs shall produce such documents as may be required to establish their inheritance to the rights to receive and refund Lease Rent as the case may be, and accordingly, the terms and conditions of this Lease Deed shall be binding on the legal heirs of the Lessor.

[Translation of above para in Regional Language, if required]

- 13.2. **No waiver:** Save and except as expressly provided in this Lease Deed, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy by a Party hereto vested in such party under this Lease Deed shall constitute a waiver by that Party of that or any other right, remedy or power.

- 13.3. **Entire Deed and Amendments:** This Lease Deed along with its schedules and annexures constitutes the entire agreement between the Parties hereto in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter. This Lease Deed may be amended only by written agreement of the Parties hereto.

[Translation of above para in Regional Language, if required]

- 13.4. **Severability:** In the event that any term, condition, or provision of this Lease Deed is held to be in violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Lease Deed and shall be of no force and effect as.

[Translation of above para in Regional Language, if required]

- 13.5. **Notices:** Except as otherwise provided in this Lease Deed, all bills, statements, notices, or communications which a Party hereto may desire or be required to give to the other Party shall be deemed sufficiently given or rendered if in writing delivered to the other Party personally or sent by registered post or recognized courier, to the other Party at the address of that Party as mentioned against the names of the Party written above in this Lease Deed and the time of rendering such bill or statement, or the giving of such notice or communication, shall be deemed to be given at the time when the same is delivered to the other Party when given personally and within 3 (three) business days of its delivery to the address(es) of the receiving Party when given by post or recognized courier.

[Translation of above para in Regional Language, if required]

- 13.6. **Grant of Authority:** Lessor agree to undertake to assist the Facilitator and the Lessee for obtaining any Approvals as may be necessary for using the Lease Property and for the

purpose of setting up, constructing, developing, commissioning, maintaining and operation of the Project on the Lease Property ("**Project Related Approvals**") and to execute/sign all requisite documents, forms, undertakings, applications, affidavits, no objection certificates (NOC) as may be requested by Facilitator and Lessee in this regard, from time to time, to be filed with any Government Authority in respect thereof during the Lease Term and, Lessor hereby authorize Lessee to execute/sign all requisite documents, forms, undertakings, applications, affidavits, no objection certificates (NOC) on his/her/their behalf, as and when required, to be filed with any Government Authority for the purpose of obtaining the Project Related Approvals during the Lease Term, in case Lessor are unable to do so due to any reason whatsoever.

[Translation of above para in Regional Language, if required]

14 **RELATIONSHIP**

No provision of this Lease Deed shall be deemed to constitute a partnership or joint venture or a relationship of agency between the Parties hereto and this Lease Deed is executed between the Parties hereto on a principal-to-principal basis.

[Translation of above para in Regional Language, if required]

15 **FURTHER ASSURANCES**

The Parties hereto shall, with reasonable diligence, do all such things, take all such actions, and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Lease Deed, and each Party hereto shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Lease Deed and carry out its provisions.

[Translation of above para in Regional Language, if required]

16 **COUNTERPARTS**

This Lease Deed may be executed in more than one counterpart and all such counterparts shall be treated as originals.

For, Lessor

For, Lessee

Authorized Representative

Authorized Representative

MAP OF LEASE PROPERTY

Signature of Lessor

Signature of Lessee

PHOTOGRAPHS OF LEASE PROPERTY

Signature of Lessor

Signature of Lessee

SCHEDULE A
(LEASE PROPERTY)

All that piece or parcel or portion of Agriculture Land bearing **Revenue Survey/Khata/khasra** no._____ (Old Survey No. _____) admeasuring _____ **Acre/Bigha** situated and being at _____; and bound by On or towards;

NORTH By:

SOUTH By:

EAST By:

WEST By:

Signature of Lessor

Signature of Lessee