



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.

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Certificate Issued Date

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Account Reference

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Unique Doc. Reference

: SUBIN-DLL86840315313128591691X

Purchased by

: SOLAR ENERGY CORPORATION OF INDIA LIMITED

Description of Document

: Article 5 General Agreement

Property Description

: Not Applicable

Consideration Price (Rs.)

: 0
(Zero)

First Party

: SOLAR ENERGY CORPORATION OF INDIA LIMITED

Second Party

: DRDO

Stamp Duty Paid By

: SOLAR ENERGY CORPORATION OF INDIA LIMITED

Stamp Duty Amount(Rs.)

: 100
(One Hundred only)



Please write or type below this line

LICENSE DEED

THIS LICENSE DEED/LAND USE PERMISSION AGREEMENT (hereinafter referred called the "Agreement" or "this Agreement" or "this Deed") entered into on this 8th day of the month of **September, 2025**.

BETWEEN

Solar Energy Corporation of India Limited (Licensee), a Company incorporated under the Companies Act, 1956, having its registered office at India Block Tower 2, NBCC

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India Limited.
2. Any discrepancy in the details of this Certificate issued as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy rests on the users of the certificate.

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TOWER, Block B, East Kidwai Nagar, Kidwai Nagar, New Delhi, Delhi 110023 (hereinafter referred to as "SECI" which expression shall unless repugnant to context or meaning thereof, be deemed to include its successor and permitted assignees) as a party of the **FIRST PART**.

AND

Defence Research & Development Organisation (Licensor) under the Ministry of Defence, Government of India and having its office at DRDO Bhawan, Rajaji Marg, Vijay Chowk Area, Central Secretariat, New Delhi-110004, (hereinafter referred to as "DRDO" or Buyer which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) as a party of the **SECOND PART**.

(Each of the party are individually referred as Party and collectively as the Parties)

WHEREAS,

- A. **SECI**, under the administrative control of Ministry of New and Renewable Energy (MNRE) is working with a mission to build a new 'Green India' through harnessing abundant solar radiation and to achieve energy security for the country. SECI is engaged in the business of developing, owing and operation of Solar/Solar Plus BESS Projects.
- B. DRDO, is Defence Research & Development Organization (DRDO) under Department of Defence Research and Development of Ministry of Defence. DRDO dedicatedly working towards enhancing self-reliance in Defence Systems and undertakes design & development leading to production of world class weapon systems and equipment in accordance with the expressed needs and the qualitative requirements laid down by the three services.
- C. Both the Parties have entered in to a Revised **Memorandum of Understanding** (MOU) dated **17th Day of April 2025** for collaboration and cooperation for the development of grid connected solar PV Project (with or without BESS) having cumulative capacity of 300 MW (both solar farms and Roof Top Solar) by SECI in phased manner at various locations of DRDO land for supply of power to various facilities of DRDO. (Copy of MOU enclosed at Schedule-A).
- D. Under first phase, the Parties have agreed to setup a Solar PV Project/Solar plus BESS of 100-200 MW capacity at the land offered by DRDO at Varavoo Kaval in Challakere Taluk of Chitradurga district in the State of Karnataka.
- E. DRDO holds clear, undisputed title/administrative control over the land and is duly empowered under applicable Ministry of Defence/Govt of India rules and notifications to grant land-use permission for public purpose projects.
- F. This Agreement does not confer any right, title, interest or tenancy and is limited to a non-transferable, personal and revocable right to use the land, solely for solar plant purposes set out in the PPA.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN; IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:



1. DEFINITIONS & INTERPRETATIONS

1.1 Definitions

In this Agreement, following words and expression shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:-

- (i) **“Agreement”** means this Land use permission Agreement together with Schedules hereto;
- (ii) **“Agreement Period”** Shall have the meaning as ascribed thereto in Article 2.2 of this agreement;
- (iii) **“Contracted capacity”** shall have same meaning as defined in the Power Purchase Agreement entered / to be entered (as applicable) between SECI and DRDO;
- (iv) **“Commercial Operation”** Shall mean the state of Project when Project is capable of delivering Active Power and Reactive Power on a regular basis after having successfully completed the commissioning as per Prudent Utility Practices;
- (v) **“Commercial Operation Date” or “COD”** shall have same meaning as defined in the Power Purchase Agreement entered / to be entered (as applicable) between SECI and DRDO;
- (vi) **“Consents, Clearances and Permits”** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any Governmental Instrumentality for the development, execution and operation of project;
- (vii) **“Dispute”** means any dispute, difference or disagreement between the Parties arising under or out of, or in relation to, this Agreement and so notified in writing by any party to other party;
- (viii) **“Effective Date”** Shall mean the date of signing of this Agreement;
- (ix) **“Energy”** means the electrical energy in kilowatt hours (kWh);
- (x) **“EPC Contractor”** means Engineering, Procurement & Construction contractor
- (xi) **“Force Majeure”** shall have the meaning as ascribed thereto in Article 6 of this Agreement;
- (xii) **“GOI”** shall mean the Government of India;
- (xiii) **“Land”** shall mean the demised premise admeasuring **402** acres of land (“the Land”) offered by DRDO on **15 September 2025** for the development, construction and operation of the Project and detailed out at the Schedule-I
- (xiv) **“Month”** shall mean a period of 30 (thirty) days from (and excluding) the date of the event, where applicable else an English calendar month.
- (xv) **“Permanent Structures”** shall mean the permanent works forming part of the Project that are required to be constructed, installed and maintained as such for the implementation of the Project;
- (xvi) **“Project”** shall mean the solar/Solar plus BESS power generating project including all Permanent and temporary structures and installations



- equipment, plant and machinery and buildings etc. for generation of Contracted Capacity and located at the Land at Chitradurga (Karnataka);
- (xvii) “**Termination**” means the early termination of this Agreement pursuant to the Termination Notice in accordance with the provisions of this Agreement including the expiry of this Agreement due to efflux of time in the normal course;
 - (xviii) “**Termination Date**” means the date on which the Termination occurs, which shall not be less than 60 days from the date of termination notice;
 - (xix) “**Works**” shall mean all works including but not limited to Construction activities related to the implementation and development of the Project for generation of Power as per provisions of Power Purchase Agreement executed (to be executed) between SECI and DRDO and attached at Schedule-II; and
 - (xx) “**Year**” shall mean the period beginning from the Effective Date (i.e. date of signing of this Agreement) and ending on the immediately succeeding March 31st and thereafter each period of 12 months beginning on April 1st and ending on March 31st.
 - (xxi) PPA means Power Purchase Agreement for this project.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a). The reference to persons and words denoting natural persons shall include bodies corporate and partnerships, joint ventures and statutory and other authorities and entities.
- (b). The nomenclature of the Agreement, headings and paragraph numbers are for the convenience of reference and shall be ignored in construing or interpreting the Agreement.
- (c). Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase the liability or obligations of any party hereunder or pursuant hereto in any manner whatsoever.
- (d). Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates.

2. TERM OF THE AGREEMENT

2.1 Effectiveness

The Agreement shall come into effect from the date of signing of this Agreement i.e., Effective date of this Agreement.

2.2 License/Agreement Period:

This Agreement shall remain in force till completion of PPA Term of Agreement. This Agreement shall be co-terminus with the Power Purchase Agreement executed (or to be executed) between SECI and the DRDO for this Project. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.



2.3 Termination of Agreement

This Agreement shall terminate upon completion of the Agreement Period, i.e., PPA term of agreement). This Agreement shall be co-terminus with the Power Purchase Agreement executed (or to be executed) between SECI and the DRDO for this Project not exceeding 30 yrs effective from date of this agreement.

2.4 License Fee/Land Use charges

SECI shall pay License Fee/Land use charges of Rs.1 (One rupee) per month for all the allocated land of the project in Karnataka which shall be fixed during entire Term of this Agreement/Deed. The final tariff shall be arrived for this project under PPA by excluding the land cost. However, SECI will deduct this amount under "License Fee" head from the Monthly bills raised and submitted to DRDO.

3. Obligations and Responsibilities

3.1 Obligations of SECI

- (a) SECI undertakes to be responsible at its own costs and risk, for execution of the project in a timely manner to be commissioned.
- (b) SECI shall own the Project and make total investment required for setting up of the Project.
- (c) SECI shall obtain, maintain and comply with all permits, clearances, statutory requirements and approvals including adherence with environmental clearances, labour laws, pollution control norms and building regulations required for construction and operation of the Project.
- (d) SECI shall work with and co-operate in good faith with the DRDO with respect to all of the obligations and rights hereunder.
- (e) At the end of the term of this agreement, SECI will remove all its solar facilities. In such case cost of removals shall be borne by SECI.
- (f) SECI shall not use the land for any purpose other than for the Project. All necessary arrangements towards security and safety of solar power system equipment will be the responsibility of SECI.
- (g) SECI shall operate the Project as per the prudent practices throughout the agreement period.
- (h) DRDO on its part shall sign long term Power Purchase Agreement for each Project with SECI (or its SPV) for minimum **25 years** for purchase of solar power(with or without BESS) at a tariff arrived at through agreed process.
- (i) No Defence land shall be mortgaged under any circumstances.
- (j) The minerals, deposits and other beneficial interest in the land including the trees standing on the said land shall be the property of DRDO and the same shall not be removed or disposed of by SECI without the prior approval in writing of DRDO.
- (k) SECI shall not put up any hoarding on any part of the said land, other than related to the project or those permitted expressly in writing by DRDO.
- (l) SECI shall arrange/pay for water and power consumed by the auxiliary systems as per the demand of the concerned agencies or authorities. SECI



shall also pay any other fee or taxes payable to the Government or Municipal or Local Bodies concerned, as the case may be.

- (m) SECI is obligated to maintain comprehensive project insurance including third party liability, workmen's compensation and damage to property. SECI may arrange the same through its EPC contractor/Contractor. The insurance should cover all cost to indemnify DRDO and SECI as required under Article 7.5.1 of this deed.
- (n) SECI shall bear all stamp duties and registration charges and if required by state law, register the agreement within the prescribed period to avoid any legal invalidity.
- (o) SECI to clear debris, remove fixtures and restore the land condition to original status at its cost upon termination.

3.2 Obligations of DRDO

- (a) DRDO shall deliver exclusive and lawful possession of the Land on Right to use basis to SECI free from encumbrance on or before the signing of PPA for the Project.
- (b) DRDO agrees for any solar facilities on the land, with an easement (the "Access Easement") over, across and on the land for ingress to and egress from the solar Facilities for entire term of this Agreement.
- (c) DRDO shall obtain / facilitate all necessary permits and clearances, including those required from Defence Ministry (if any). DRDO shall make the land available for use of the project.
- (d) The Power Produced from the Solar Project(s) shall be consumed by DRDO, the tariff for sale of power will be determined as per the provisions of the PPA.

4. Representations and Warranties

4.1 Representations and Warranties of SECI

SECI represents and warrants to DRDO that as of the date hereof:

- (a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement.
- (b) It has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement.
- (c) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (d) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on SECI's ability to perform its obligations under this Agreement; and
- (e) It has complied with Applicable Laws in all material respects.

4.2 Representations and Warranties of DRDO

DRDO represents and warrants to the SECI that as of the date hereof:



- (a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement.
- (b) It has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement.
- (c) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (d) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on SECI's ability to perform its obligations under this Agreement; and
- (e) It has complied with Applicable Laws in all material respects.

5. Force Majeure

Neither party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to Force Majeure Events as given below:

- (a) Act of God, earthquake, volcanic eruption, flood, cyclone, typhoon or tornado; any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action epidemic, pandemic, lockdowns, judicial or governmental restraints ; or
- (b) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party and
- (c) An event of Force Majeure identified under SECI- DRDO PPA, Any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect.

6. Termination Due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond the period of 12 months, In such an event, this Agreement shall be referred to SECI's Board and DRDO for next course of action.

7 Miscellaneous

7.1. Assignment

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing. Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included, in this Agreement.



7.2. Amendment

This Agreement may only be amended or supplemented by a written agreement between the Parties.

7.3. Confidentiality, IP and Use of DRDO Branding

The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- (a) To their professional advisors;
- (b) To their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- (c) Disclosures required under Law without the prior written consent of the other Party.
- (d) For internal security reasons, SECI is prohibited to use DRDO's name, insignia or facilities in any form of public communication without prior written consent except during the events associated for joint celebrations like signing of agreements etc.

7.4. Notices

- (i) All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.
- (ii) If to the DRDO, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address : Aeronautical Development Establishment
Attention: The Director
Email: director.ade@nic.in
Fax No.: 080 25283188
Telephone No.: 080 25057005

- (iii) If to SECI, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address: Tower 4, NBCC TOWER, Block D, East Kidwai Nagar, Kidwai Nagar, New Delhi, Delhi 110023
Attention: HoD (Projects)
Email: corporate@seci.co.in
Telephone No.: 011-71989200

7.5. INDEMNIFICATION

7.5.1 Indemnity

The SECI and / or EPC Contractor shall indemnify, defend and hold /DRDO harmless against:

- (a) Any and all third party claims against DRDO for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SECI/EPC Contractor of any of its obligations under this Agreement or due to the SECI/EPC Contractor's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and
- (b) Any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by DRDO from third



party claims arising by reason of a breach by the SECI/EPC Contractor of any of its obligations under this Agreement.

- (c) Any accident or incident occurring due to UAV/drones falling on the Solar site during testing/trials of UAV's at ATR and causing damage to solar panels and infrastructure.
- (d) Seasonal grass/bush fire occurring in ATR in peak summer or due to electrical short circuit, lightning, etc., and various projects/organizations which generate High Power Microwaves (HPM) and Directed Energy (DEW-Laser) radiation in the ATR technical area during testing,

8. Termination

- 8.6.1 This Agreement stands terminated, if there is any material breach wrt any part of obligations of SECI as mentioned in PPA and that breach has led to termination of PPA between SECI and DRDO.
- 8.6.2 On termination, SECI is obligated to vacate land, remove all infrastructures and restore the land to its original condition to the satisfaction of DRDO.

9. RESOLUTION OF DISPUTES

- 9.1. This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Article 9, the courts at New Delhi shall have exclusive jurisdiction over any disputes arising under or in connection with this Agreement.
- 9.2. All differences or disputes between the parties arising out of or in connection with this Agreement shall be mutually discussed and amicably resolved within 90 days.
- 9.3. This Agreement will be governed by and construed in accordance with the laws of India. The Parties shall endeavor to settle any disputes, controversy or claim arising out of, in connection with or relating to this Agreement (whether contractual or non-contractual) or its breach, termination or invalidity ("Dispute") amicably. A Dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. If the Parties fail to resolve such a Dispute by mutual consultation within a period of 30 (thirty) days from the date on which it is notified by the other Party or within such extended period as the Parties shall agree in writing, such Dispute shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No-05/0003/2019-FTS-10937 dated 14th December 2022 issued by Department of Public Enterprises, Ministry of Finance, Government of India and any clarifications / modifications / amendments thereof and the decision of AMRCD on the said dispute will be binding on both the Parties.

A fallback arbitration clause providing for resolution under the Arbitration and Conciliation Act 1996 with seat of Arbitration at Delhi would be applicable in case a private party/entity to whom AMRCD clauses are not applicable enters the fray utilizing the step-in clause or if AMRCD clauses/mechanism become inapplicable for any reason whatsoever.

- 9.4. The Parties agree to keep confidential the existence, conduct and progress of the Dispute, the AMRCD proceedings, the submissions made by the Parties, and the decisions made by AMRCD, except as required by applicable law and to the extent not already in the public domain.

10. Sub-licensing and Third party Access

Without DRDO's prior written consent, including during any debt restructuring or transfer of project assets, sub-licensing, and third party access or assignment of rights is not allowed.



11. Audit and Inspection rights:

DRDO shall have the right to inspect the site and audit SECI's compliance with the terms of the Agreement at any time with reasonable notice.

12. SURVIVAL

The expiry or termination of this Agreement shall not affect any accrued rights, obligations, and liabilities of the Parties under the Agreement, as per the terms of this agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under, Article 9.0 (Resolution of Disputes), Article 5(Force Majeure), Article 8 (Termination) and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE,

For and on behalf of SECI


अवनिश पाराशर / Avnish Parashar
डी.डी.एम.-बिजली विकास / DDM-Business Development
सोलर एंड सॉलर बिजली एंड सॉलर पी.एस./Solar Energy Corp. of India Ltd.
(प्रशासित संस्थान का लक्षण उपर) A Navratna Govt. of India Enterprise
6 वा मालाल, दफ्तर-३, एनवारत्ना बिजली एंड सॉलर टावर-२, पुष्पी विहार, नई दिल्ली-११
6th Fl., Office-B, NBCC Office Block Tower-2, East Kidwai Nagar

Name, Designation & seal

For and on behalf of DRDO



Name, Designation & seal

वै. दिलीप / Y. Dilip
विशिष्ट वैज्ञानिक एवं निदेशक / DS & DIRECTOR
ए.डी.इ, बैंगलूरु / ADE, Bengaluru

Witness

Pandeep Kumar
Manager


Enclosures:

Schedule-A: MOU

Schedule I- Land Details and Map

Schedule II-Power Purchase Agreement

Witness

1. 
(S.M. Manjunath, scG, ADE)
2. 
(Shashikant, scG, ADE)
3. 
(A. Saravanan, scG, ADE)

SCHEDULE I

