

## LEASE AGREEMENT

This **Lease Agreement** entered into on this [Day] day of [Month] month [Year] year (“**Effective Date**”) at [Location].

### **BETWEEN:**

[Name of the Lessor - individual farmer/ group of farmers/ cooperatives/ panchayats/ farmer producer organizations/ water user associations] (hereinafter referred to as the “**Lessor**”, which expression shall, wherever the context so requires or admits, shall mean and include his legal heirs, executors, administrators and assignees successors in interest);

### **AND:**

[Name of the Lessee – Solar Power Generator (SPG)], represented by [Name of the authorized signatory of the Lessee], (hereinafter referred to as the “**Lessee**”, which expression shall, wherever the context so requires or admits, shall mean and include its executors, administrators and assignees successors in interest).

The Lessor and Lessee are individually referred to as a ‘Party’ and collectively referred to as ‘Parties’.

- I. **WHEREAS** the Lessor is the owner in possession of the barren/ agricultural/ non-agricultural land measuring [area in acres] acres [area in decimal] decimal situated at Panchayat [Panchayat name], Village [Village name], RI Circle [RI Circle name], District [District name] in Odisha which is more fully described in the Schedule hereunder and hereinafter referred to as the “**Schedule Property**”.
- II. **WHEREAS** the Lessee being a [sole proprietor firm/ partnership firm/ company/ limited liability partnership/ limited liability company] incorporated under the [relevant act in India], having its registered office at [registered office address] to plan, develop and operate solar energy-based power plant under MNRE Scheme notified on 8<sup>th</sup> March 2019.
- III. (a) **WHEREAS** pursuant to the request of the Lessee, the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the Schedule Property which is more fully described in Schedule written hereunder and hereinafter referred to as the “**Schedule Property**” for setting up of the [Project capacity - 500 kW to 2,000 MW] kW solar energy based power plant (hereinafter referred to as the “**Project**”).  
  
(b) That pursuant to the request of the Lessee, the Lessor has submitted an application under Section 8-A, of The Odisha Land Reforms Act, 1960 for the conversion of the Schedule Property. The Lessee, on behalf of the Lessor, shall presume that the Schedule Property is deemed to have been converted for non-agricultural purposes, in case it is required to convert the land for non-agricultural purposes. However, the Lessee shall be responsible for obtaining the approval for converting the status of the Schedule Property.
- IV. **WHEREAS** the Lessor and Lessee have mutually determined the lease rent charges as detailed in Article 3 of this Lease Agreement.
- V. **NOW THIS LEASE AGREEMENT WITNESSES THAT** in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the Lessee hereby accepts the lease of the Schedule property on the following terms and conditions:

## 1. **PURPOSE OF LEASE:**

The grant of lease by the Lessor to the Lessee in respect of the Schedule Property is for the purpose of developing the Project (including associated infrastructure like office, fence etc.) under the MNRE Scheme notified on 8<sup>th</sup> March 2019.

## 2. **PERIOD OF THE LEASE**

The period of this Lease Agreement shall be for twenty-seven (27) years from the Effective Date (“**Lease Period**”) which may be renewed at the option of the Lessee and Lessor for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by both the Parties, by executing and registering a separate lease agreement.

## 3. **RENT**

- a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be INR [in number]/- (Indian Rupees [in words]) only per annum per acre for the Lease Period. The portion of the Schedule Property less than one acre shall be calculated in terms of decimal and the rent payable for the same shall be at INR [in number]/- (Indian Rupees [in words]) only per decimal or part thereof, per annum for the Lease Period.
- b) The annual rent shall be paid in twelve (12) equal installments and each installment shall be paid, in advance, by the 5<sup>th</sup> day of every month, by crediting the same to the Lessor’s bank account, the details of which may be furnished by the Lessor from time to time.
- c) The Lessor shall make payment of rent directly from GRIDCO, which will sign a Power Purchase Agreement (PPA) with the Lessee for the Project. In such a case, GRIDCO will pay the rent to Lessor on monthly basis from the proceeds payable to the Lessee in lieu of energy supplied by Lessee as per the Power Purchase Agreement.
- d) The rent hereby reserved shall be paid by enhancing the same at the end of every [●] year(s), at [●%] or [INR in amount] on the rent hereby agreed.
- e) If the Lessee delays the payment of rent by the due date of every month, for any reason, the same shall be paid by adding the interest at the rate [●]% for the said delayed period.

## 4. **GENERAL TERMS**

- a) In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee through GRIDCO regularly and on complying with other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the Schedule Property during the Lease Period without any interruption by the Lessor.
- b) The Lessor shall allow the Lessee or its representatives to conduct a survey and other related work.
- c) The Lessor has no objections for the Lessee to establish the Project in the Schedule Property, which is the purpose of the grant of this lease and to that effect, the Lessee entering into any agreements, deeds with companies, individuals, developers/ third party, etc. in respect of the Schedule Property.

- d) The Lessor has no objections for the Lessee or its representatives for installation of machinery, equipment, etc. to establish the Project in the Schedule Property and all work relating to thereto, including but not limited to laying poles, wires, etc.

## **5. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW LESSOR**

- a) In the event of the Lessor transferring their rights/ interest in any manner during the existence of the lease to any other Person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the Lessor shall inform the Lessee about the acquiring of the right/ interest in respect of the Schedule Property and on receipt of such information, the Lessee shall accept such Person's lessorship of the Schedule Property and obtain a written confirmation from such Person to the effect that he will be bound by the terms of the Lease Agreement.
- b) In the event of the Lessor transferring their rights/ interest to any other Person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the Person to the effect that the Person will be bound by the terms and conditions of the Lease Agreement for the balance Lease Period or for using the said documents for renewal of the lease agreement, if required mutually by the parties.
- c) During the subsistence of the Lease Agreement, the Lessor shall not carry any activity, in the Schedule Property, other than those agreed in this Lease Agreement;
- d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Lease Agreement.
- e) Two (2) original Lease Agreements shall be made for the Lessee and the Lessor.
- f) In the event of any dispute in respect of the Schedule Property, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall pay the same together with interest thereon at the rate [●]% for such period.
- g) The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favor of any banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.
- h) The Lessor shall pay all the tax/ any other statutory or other charges, as applicable, in respect of the Schedule Property during the Lease Period or extended lease period, if applicable.

## **6. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:**

The stamp duty and other registration charges, as applicable for this Lease Agreement shall be paid by the Lessee during the Lease Period.

## **7. FORCE MAJEURE:**

It is also agreed and understood between the Parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/ its merchandise.

## **8. ADDRESSES FOR CORRESPONDENCE, ETC**

Any notice and/ or communications between the Parties shall be deemed to be sufficient if delivered by hand under acknowledgment or sent by registered post acknowledgment due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time or email post an acknowledgment:

### **LESSOR'S:**

Name of the contact person: [•]  
Designation of the contact person: [•]  
Address: [•]  
Email: [•]  
Contact no.: [•]

### **LESSEE'S:**

Name of the contact person: [•]  
Designation of the contact person: [•]  
Address: [•]  
Email: [•]  
Contact no.: [•]

## **9. LESSOR'S DUTIES, COVENANTS, AND OBLIGATIONS**

- a) The Lessor hereby covenants with the Lessee that the Lessee regularly paying the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule Property without let, hindrance or interference from the Lessor or any other Person claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule Property or on account of any action by the Government during the Lease Period and in the event of dispossession of the Lessee from the Schedule Property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.
- b) The Lessor shall offer necessary support and cooperation to the Lessee in its process to obtain required permissions, approvals, clearances, etc., from any statutory authority or other local bodies for the purpose of obtaining and license, permissions, etc., for installation of the Project. However, obtaining such permissions, approvals, clearances, etc., shall be the sole responsibility of Lessee.

## **10. LESSEE'S COVENANT AND OBLIGATIONS**

The Lessee hereby covenants with the Lessor as under:

- a) The Schedule Property shall be utilized for the purpose, as mentioned under Article 0;
- b) The Lessee shall pay the rents regularly and promptly, as mentioned under Article 3.

## **11. TERMINATION AND RE-ENTRY**

The Lease shall be terminable under all or any of the following circumstances, namely –

- a) by efflux of time;

- b) in the event of breach by either Party of the terms, conditions and covenants hereof;
- c) if the Schedule Property or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or Force Majeure situation, etc., and these damages are not restored by the Lessor within a reasonable time or if the demised premises is acquired compulsorily by any authority (in this case, the Lessee will have the recourse of arbitration against such authority);
- d) After the expiry of the Lease Period, the Lessee shall handover the Schedule Property to the Lessor as it existed previously at the time of this Lease Agreement (subject to normal wear and tear). The Lessee will ensure that the Project after the 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time, failing which the cost of restoring the Schedule Property to the previously existing condition will be recovered by the Lessor from the proceeds payable to the Lessee in lieu of energy supplied by Lessee as per the Power Purchase Agreement.
- e) If the PPA signed between the Lessee and GRIDCO is terminated due to any reasons whatsoever.

**12. VARIATION:**

The Lessor and the Lessee hereto acknowledge that this Lease Agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this Lease Agreement between the Parties shall be valid only if in writing by the Lessor and Lessees authorized representative.

**13. ARBITRATION:**

- a) Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this Lease Agreement or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, or consequent to, or in connection with this Lease Agreement shall be referred to and resolved by arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The arbitration proceedings shall be held at Odisha, preferably at Bhubaneswar/ Cuttack, and shall be in English Language.
- b) This Lease Agreement shall be governed by the laws of India. The Courts at Odisha alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this Lease Agreement .

IN WITNESS WHEREOF the Parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

Signed and delivered by the Lessor

Signed and delivered by the Lessor

Signature:  
Name of the Authorized Signatory:

Signature:  
Name of the Authorized Signatory:

Date:

Date:

Witnesses:

Witnesses:

In the presence of:

In the presence of:

1.

1.

Signature:

Signature:

Name:

Name:

Designation:

Designation:

2.

2.

Signature:

Signature:

Name:

Name:

Designation:

Designation:

## SCHEDULE PROPERTY

All that piece and parcel of Schedule Property is mentioned below:

- Mouja: [mouja name]
- Thana, thana no.: [thana name], [thana no.]
- Tehsil, tehsil no.: [tehsil name], [tehsil no.]
- Panchayat: [panchayat name]
- Village: [village name]
- RI circle: [RI circle name]
- District: [district name]
- Pin code: [6-digit pin code]
- Google coordinate: [for example 20.135172, 85.084869 format]

Khata no.	Plot no.	Kissam	Extent/ rakba of land		Class*	Current usage#
			(acre)	(decimal)		

\*Class under category [I/ II/ III/ IV (as applicable)], as classified under the Odisha Land Reforms Act, 1960 amended from time to time

# Agriculture/ non-agriculture/ barren

## DEFINITIONS AND INTERPRETATIONS

Definition/ acronym	Description
"Effective Date"	shall mean the date of signing of this Lease Agreement
"GRIDCO"	shall mean Grid Corporation of Odisha Limited
"INR"	shall mean Indian Rupees
"kW"	shall mean kilo-Watt
"MNRE"	shall mean Ministry of New and Renewable Energy
"Lease Agreement"	shall mean this lease agreement including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof
"Lease Period"	shall have the meaning ascribed thereto in Article 2 of this Lease Agreement
"Person"	shall mean any sole proprietor firm/ partnership firm/ company/ limited liability partnership/ limited liability company thereof, and their successors or permitted assigns
"Power Purchase Agreement"	shall mean the power purchase agreement signed/ to be signed between the Lessee and GRIDCO
"Project"	shall have the meaning ascribed thereto in Recital 3 a) of this Lease Agreement
"RFP"	shall mean Request for Proposal
"Scheduled Property"	shall have the meaning ascribed thereto in Schedule (Schedule Property) of this Lease Agreement
"SPG"	shall mean Solar Power Generator as defined in the PPA and RFP