

AGREEMENT (RIGHT TO USE)

This right to use agreement ("Agreement") is made and executed on this _____th day of _____, _____ by and between:

_____ (CIN: _____) a Company registered under the provisions of the Companies Act, 2013 having its registered office at _____ (hereinafter referred to as the "First Party which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its nominees, successors, "representatives, administrators and assigns) acting through its duly authorized representative _____ Aadhar Number _____ PAN: _____ Age: _____ years Resident (_____) authorized vide board resolution dated _____ being party of the **FIRST PART.**

AND

_____ [insert the name of the BESSD] (CIN: _____) Company registered under the provisions of the Companies Act, 2013 having its registered office at _____ (Hereinafter referred to as the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its nominees, successors, representatives, administrators and assigns) acting through its duly authorized representative _____ Aadhar Number _____ PAN: _____ Age: _____ years

Resident (_____) authorized vide board resolution dated _____ being party of the **SECOND PART.**

The First Party, and the Second Party are hereinafter collectively referred to as the "Parties" and sometimes individually as "**Party**".

WHEREAS the First Party is having clear, valid and marketable freehold rights and in possession of land admeasuring _____ hectare equivalent to _____ acre situated _____, (hereinafter referred to as the ("**Demised Property**") more particularly detailed and described in the *Annexure-A* attached herewith this Agreement.

AND WHEREAS the First Party has acquired freehold/ rights by way of allotment order/letter Dt. _____, details of which are duly been mentioned in the *Annexure-B* attached herewith this Agreement.

AND WHEREAS the First Party has acquired the freehold rights of the Demised Property for setting up, Intra-State Transmission System (InSTS), and identified the Demised Property for setting up of 250MW/1000MWh Pilot Battery Energy Storage System (BESS) ("Project") and to carry out all activities and uses incidental or ancillary thereto and as per the provisions of the aforesaid lease deeds, the First Party is entitled to grant right to use the Demised Property to Second Party for Pilot BESS project as per the decision of KSEBL.

AND WHEREAS the First Party has agreed to provide the _____ acre of land and described as Demised Property as per Annexure-A, for setting up of 250 MW/1000MWh Battery Energy Storage System (BESS) awarded to the Second Party by SECI. The Second Party has been selected as a successful bidder under Section 63 of the Electricity Act through a competitive bid organized by Solar Energy Corporation of India (SECI) vide its Rfs _____ dated _____. Further the above Project is awarded to the Second Party by SECI vide LOA No. _____ dated _____.

AND WHEREAS in order to meet the business requirements and to fulfilment of its purpose to develop the Project, the First Party has agreed to grant the right to use the Demised Property in favour of the Second Party and the Second Party has agreed to take the right to use the Demised Property throughout the term of this agreement.

NOW, THEREFORE, IN ORDER TO SUBSTANTIATE AND RECORD THE TERMS AND CONDITIONS OF THE AGREEMENT AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND FOR OTHER GOOD VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. That in consideration of the First Party granting right to use the Demised Property to the Second Party from the signing of this agreement till the 6 months post the completion of terms of SECT's procurement agreement with Second Party ("**Right to Use Term**") for more clarity, the right to use tenure shall include (i) Development period (i.e. SCOD within 18 months from effective date of BESPA and SCOD extensions if any), (ii) Tenure of the BESPA (ie. 12 years from SCOD), and (iii) 6 months period to transfer the project and relevant permissions to SECI.
2. The Second Party shall remunerate the First Party, an amount equivalent to Rs. 1 (one) per annum towards rent ("**Right to Use Rent**") payable by the First Party under the Right to Use agreements. Further the due date of first instalment of payment is on the anniversary of this agreement and subsequently, annual payment shall be made by the Second Party within 30 days after the submission of documentary evidence for remittance of land lease amounts.

Save and except the Right to Use Rent, no other amount shall be payable by the Second Party to First Party or to any third party for the right to use the Demised Property granted under this Agreement.

3. That the Second Party shall have right to use the Demised Property, however, all other rights (including but not limited to leasehold/freehold rights, and sublease) shall always remain vested with the First Party.
4. That the rights of the Second Party under this Agreement shall be limited to use the Demised Property, develop the Project and to raise construction thereon in accordance with the sanctioned lay-out/approval granted by the governmental authority, perform the erection, maintenance and operation as well as rights to mortgage, assign the above agreement to its lenders upon an intimation to the First Party.
5. That the First Party shall always be responsible and continue to deposit land revenue or other taxes, NA charges, if any, levied on the Demised Land.
6. The Second Party acknowledges and agrees that it shall be solely responsible for obtaining all statutory or regulatory approvals, clearances, permissions, licenses, or permits ("Approvals") pertaining to this agreement or BESS project. The First Party shall not, under any circumstances, be held liable for any failure by the Second Party to obtain such Approvals.
7. The Second Party agrees that the settlement of any disputes, claims, actions, demands, or proceedings with public/statutory bodies, local authorities, state authorities, or any other relevant entities ("Disputes") pertaining to BESS Project shall be the sole responsibility of the Second Party.
8. The Second Party hereby indemnifies and holds harmless the First Party, its officers, directors, employees, agents, representatives, and properties, from and against any and all claims, actions, demands, proceedings, prosecutions, attachments, liabilities, damages, losses, expenses, penalties, taxes, or charges arising out of or in connection with this agreement.
9. That it is specifically and categorically agreed between the Parties that Second Party may, for financing of the Project, create encumbrance over its Project assets and assign its rights under this agreement in favour of lenders/security trustee for the benefit of lenders without any prior approval from the First Party.
10. That the First Party shall not do any act or omission which may prevent the Second Party from using the Demised Premises for the Project.
11. In the event when both the parties mutually agree to terminate the Agreement, on account of force majeure or any other reason, termination shall take effect from the date and time to be agreed upon mutually.
12. This agreement shall be governed by & construed in accordance with the laws of India. Any dispute or difference arising out of this agreement shall be amicably settled between the parties.

13. That all costs and expenses towards the execution of this Agreement shall be borne by the Second Party.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY PARTIES HERETO ON THE DATE, MONTH AND YEAR MENTIONED HEREIN ABOVE.

FIRST PARTY	SECOND PARTY
FOR KSEBL/TANTRANSCO's _____kV Sub-Station	For _____[BESSD]
WITNESS 1	WITNESS 1
WITNESS 2	WITNESS 2

Annexure-A

(Details of the Demised Property such as Land Coordinates, Area, Layout)

Annexure-B

(Govt Order/letter Details of the leased Deed)