

RENT DEED

This Rent Deed/ Rent Agreement is made and executed on this ____ day of _____, 2025,

BETWEEN

Solar Energy Corporation of India Limited (hereinafter ‘the SECI’), a Government of India Enterprise under the administrative control of the Ministry of New and Renewable Energy (hereinafter ‘the MNRE’), having its registered office at 6th Floor, Block Tower 2, NBCC Tower, Block B, East Kidwai Nagar, New Delhi – 110023, acting through Shri _____, HoD (HR & Admin), SECI (hereinafter referred to as the ‘**Sub Lessor**’), which expression shall, unless repugnant to the context, mean and include its successors and assigns) of the **First Part**.

AND

M/s _____, a company/firm/Govt. body incorporated under the laws of India, having its registered office at _____, through its authorized representative Shri/Smt. _____ (hereinafter referred to as the “**Sub Lessee**” / “**Tenant**”, which expression shall, unless repugnant to the context, mean and include its successors, legal representatives and permitted assigns) of the **Second Part**.

(Sub Lessor and the Sub Lessee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS SECI has executed a Lease Deed with the Ministry of Housing & Urban Affairs (hereinafter the ‘MoHUA’) whereby the National Building Construction Corporation Limited (hereinafter ‘the NBCC’/ Implementing Agency’) allotted office space of super area basis situated on Ring Road for an initial lease period of 30 years of which SECI is in possession (hereinafter ‘the Principal Lease Deed’)

WHEREAS the required permission/ sanction for renting out of the space to Government Departments/ Ministries/ PSU’s has been duly procured by SECI

WHEREAS pursuant approval procured by SECI, SECI has RfP **No.: SECI/C&P/MI/00/0014/2025-26** dated xxx for selection of Sub Lessee for renting out the office space of SECI, at the NBCC Complex (hereinafter ‘the demised premises’)

WHEREAS the present Rent Deed is being executed between SECI and _____, the successful bidder of RfP **No.: SECI/C&P/MI/00/0014/2025-26**, WHEREAS the present Rent Deed is subject to and subordinate to the terms, conditions, and covenants contained in the Principal Lease Deed executed between MoHUA and SECI as Lessor and Lessee

1. PROPERTY DESCRIPTION

The Sub Lessor hereby sub-lets and the Sub Lessee hereby takes on rent the following premises:

- **Office Space:** 38,198 sq. ft. (super area) situated at 6th Floor, Block Tower 2, NBCC Tower, Block B, East Kidwai Nagar, New Delhi – 110023.
- **Parking Slots:** 20 car parking spaces for 4 Wheelers in Basement-2 at Tower-2 & 4.

2. TERM OF TENANCY

2.1 The tenancy shall commence from the ____ day of _____, **2026, for an initial term of Five (5) years**, unless terminated earlier as per this Deed. The lease may be extended/renewed upon mutual consent of the Parties on such terms as may be mutually agreed.

3. PERMITTED USE

3.1 The present Rent Deed is subject to and subordinate to the terms, conditions, and covenants contained in the Principal Lease Deed executed between MoHUA and SECI as Lessor and Lessee

3.2 The demised premises shall be used exclusively for the purpose of office operations of the Sub Lessee/Tenant.

3.3 That the Sub Lessee upon delivery of possession will be entitled to the use and occupation of the said space without any interference or hindrance but subject to the terms and conditions stipulations and restrictions contained herein in Rent Deed.

3.4 The Sub Lessee shall not be permitted for running of shops, restaurants, showrooms/Retail banking or for any organization involved in any industrial or manufacturing activity causing noise or pollution or disturbing the environment of the area in any way.

3.5 The Sub Lessee shall not encroach upon common services areas including the common verandah or passage or staircase or lobby or common area on basement or on terraces or fire refuge areas in the office complex or any other place for common use raise construction of any sort or place goods thereon so as to obstruct the common use of thereof.

3.6 The Sub Lessee shall not sub divide or club the said premises or any part thereof which may be or become a nuisance or a source of annoyance or cause damage to the occupiers of other property (ies) in the neighbourhood.

3.7 The Sub Lessee shall not sub-divide the demised premises or transfer by way of lease, sale, letting out, mortgage, gifts or otherwise the said premises

3.8 The Sub Lessee shall perform all the covenants, conditions and stipulations contained in the Rent Deed affecting the property and shall not do, execute or perform any act, deed or thing or suffer anything to the contrary whereby or by the reason or means whereof the Rent Deed may be avoided or forfeited and to allow the Sub Lessor and his officers and servant to enter upon the premises at all reasonable time and in a reasonable manner after giving 24 hours' notice in writing for the purpose of ascertaining that the Sub Lessee has duly performed and observed the covenants & conditions to be performed & observed by it under the said Rent Deed & for the purpose of inspection of the premises and performing any of such term of agreement contained in the Rent Deed which may be necessary to prevent its forfeiture.

3.9 In the event of the breach or non-observance by the Sub Lessee of any of the Covenants or conditions herein contained and on part to be observed including breach of any of the provisions, then in any such case notwithstanding the waiver of any previous cause or right for re-entry, it shall be lawful for the Sub Lessor to re-enter into and upon, the said property or any part thereof and to repossess, retain and enjoy the same as of its former estate and the Sub Lessee shall not be entitled to refund of security deposit or any part thereof.

4. RENT

4.1 The Sub Lessee shall pay to the Sub Lessor a monthly rent of Rs. _____/- (Rupees _____ only), payable on or before the 7th day of each succeeding month and first such payment shall be made on or before the date of execution of the Rent Deed.

4.2 Delay beyond 7 days shall attract an **interest @ 12% p.a.** on the outstanding amount, till the date of actual payment

4.3 The base rent shall be revised every year and this revision shall be @ 5% per annum of the last base rent paid at the time of such revision i.e. revision will be every year @ 5% per annum.

4.4. The payment of rent shall be made by electronic mode only and no separate receipt shall be issued for each payment, but an annual statement/Monthly Invoice shall be provided, if required.

5. SECURITY DEPOSIT AND ADVANCE

5.1 The Sub Lessee/Tenant shall deposit with the Sub Lessor (SECI) a sum equal to one (1) month rent as advance rent and also an interest-free refundable security deposit of an amount equal to Six (6) month's gross rent for the demised property, refundable upon expiry or termination of this Agreement subject to adjustment of outstanding dues, if any. This amount shall be deposited in the form of Demand Draft drawn on Scheduled Bank in favour of "Solar Energy Corporation of India Limited", payable at New Delhi.

5.2 The amount of Security deposit shall be interest free and shall be retained by the Sub Lessor/SECI during the entire subsistence of the arrangement.

5.3. The Sub Lessor shall have the right to appropriate or adjust any portion of Security Deposit towards: (a) unpaid rent or other charges payable by the Sub-lessee under this Deed; (b) cost of making good any damage (other than normal wear and tear) caused to the demised premises; (c) any other amount lawfully recoverable from the Sub-lessee under this Deed; (d) As compensation for any loss resulting from the Sub-Lessee's failure to discharge its obligations under the rent agreement.

5.4 The amount of security deposit shall be refunded by SECI upon expiry or termination of this Agreement after deducting all losses/ damages resulting from Sub Lessee's failure to discharge its obligations under the rent agreement as per Clause 5.3

6. MAINTENANCE & REPAIRS

6.1 The Sub-lessee shall, throughout the term of this Deed, keep and maintain the demised premises and all fittings, fixtures, installations and appurtenances therein in good, tenantable and working condition, at its own cost and expense, and shall carry out all routine, day-to-day maintenance and minor repairs as may be required from time to time.

6.2 Structural repairs and maintenance of common areas shall be the responsibility of NBCC/Building Maintenance Agency, the cost of which is to be borne proportionately by the Sub Lessee as per prevailing charge.

7. UTILITIES

7.1 The Sub Lessee shall pay electricity, water, manpower for housekeeping charges and all other consumption-based utility charges directly to the respective authorities/service providers on actual basis in a prompt and timely manner without any delay.

8. COMMON AREA MAINTENANCE (CAM) CHARGES

8.1 The common services & areas provided are maintained by the Implementing Agency i.e. NBCC through a separate Maintenance Agreement.

8.2 The Sub Lessee shall pay CAM charges to NBCC, as applicable, in proportion to the super area allotted from the date of signing of this agreement. The charges shall be as per the Maintenance Agreement executed with NBCC as follows:

8.3 Maintenance Charges of approx. Rs 24 /- per sq. ft. /Month (exclusive of applicable taxes) of the Super Built Area i.e. 38198 sq. ft. will be charged extra, which shall be payable to NBCC directly on a quarterly advance basis. Maintenance Charges will be revised subject to revision by the NBCC/MoHUA.

8.4 NBCC levies Maintenance Charges which are included in Common Area Maintenance (CAM). However, any new charges levied by NBCC/competent authority will be payable as per actuals and will be over and above the monthly rent amount and Maintenance Charges, to be paid directly to the NBCC/Competent Authority.

9. LOCK-IN PERIOD

9.1 There shall be a lock-in period of Sixty (60) months from the commencement of tenancy. Neither Party shall terminate the Agreement during the lock-in period, except for breach of terms by the Sub Lessee/Tenant.

9.2 If the Sub-lessee terminates or vacates the premises before expiry of the Lock-in Period, the Sub-lessee shall be liable to pay the rent for the unexpired portion of the Lock-in Period as liquidated damages, and the Sub-lessor shall be entitled to adjust such amount against the Security Deposit and recover any shortfall from the Sub-lessee

10. TERMINATION & NOTICE PERIOD

10.1 After expiry of the lock-in period, either Party may terminate this Agreement by serving three (3) months' prior written notice to the other Party.

10.2 In the event of the breach or non-observance by the Sub Lessee of any of the Covenants or conditions herein contained and on part to be observed including breach of any of the provisions, then in any such case notwithstanding the waiver of any previous cause or right for re-entry, it shall be lawful for the Lessor to re-enter into and upon, the said property or any part thereof and to repossess, retain and enjoy the same as of its former estate and the Sub Lessee shall not be entitled for refund of the security money or any part thereof or to any compensation whatsoever on account of such resumption. The Sub Lessee shall on the determination of this peacefully yield up the said demised premises thereto appertaining unto the Lessor.

10.3 The Sub Lessee and or its successors and assignees on the determination of the rent on the expiry of the period of 5 years zero months zero days **w.e.f.** shall surrender the space to Sub Lessor or its nominee. The Sub Lessor may at its discretion extend the rent period at such terms & conditions as may be imposed by Sub Lessor

11. RIGHTS OF ENTRY

11.1 The Sub Lessee will at all reasonable times grant access to the demised premises to the Lessor or duly authorized officer or body as aforesaid for inspection purpose of the demised premises.

11.2 The Sub Lessee shall perform all the covenants, conditions and stipulations contained in the Rent Deed affecting the property and shall not do, execute or perform any act, deed or thing or suffer anything to the contrary whereby or by the reason or means whereof the Rent Deed may be avoided or forfeited and to allow the Sub Lessor and his officers and servant to enter upon the premises at all reasonable time and in a reasonable manner after giving 24 hours' notice in writing for the purpose of ascertaining that the Sub Lessee has duly performed and observed the covenants & conditions to be performed & observed by it under the said Rent Deed & for the purpose of inspection of the premises and performing any of such term of agreement contained in the Rent Deed which may be necessary to prevent its forfeiture.

12. ACCESS TO SANITARY STAFFS

12.1 The Sub Lessee will at all reasonable times grant access to the sanitary staff appointed for the purpose of maintaining premises in sanitary condition and will comply with such sanitary rules and regulations as may be prescribed from time to time by the Lessor.

13. SUBLETTING

13.1 The Sub Lessee shall not sub-divide the demised premises or transfer by the lease sale, mortgage, gifts or otherwise the said premises or any part thereof in any condition. Sub-letting or sub renting out will always be prohibited for the Sub Lessee.

14. ALTERATIONS & MODIFICATIONS

14.1 No structural alterations shall be carried out by the Sub Lessee without prior written approval of the Sub Lessor.

14.2 The Sub Lessee shall not sub-divide or club the said premises or any part thereof which may be or become a nuisance or a source of annoyance or cause damage to the occupiers of other property (ies) in the neighbourhood.

14.3 The Sub Lessee shall not without the written consent of the Sub Lessor or such officer or body as they may authorize in this behalf carry on or permit to be carried on, on the said premises any business, trade or manufacture which in the opinion of the Sub Lessor or such officer as they may authorize in this behalf is noisy, noxious or offensive, or permit the said premises to be used for any purpose other than as office or do or cause to be done thereon any act or thing whatsoever which in the opinion of the Sub Lessor or such officer as they may authorize in this behalf, may be an annoyance, nuisance or disturbance to the other Sub Lessees or their Sub Lessees or neighbours.

15. INDEMNITY

15.1 The Sub Lessee agrees to indemnify and keep indemnified the Sub Lessor against all claims, damages, penalties, or liabilities arising from misuse of the premises or breach of this Agreement.

15.2 That all betterment charges or development levies over and above the existing charges/levies, unearned increase etc., if any, charged by the Government or local authorities, shall be borne by the Sub Lessee in proportion to the said property. The Sub Lessee shall on the same proportion pay Sub Lessee all other amount fixed or periodically payable under the terms of the Rent Deed governing the said property. The Sub Lessee shall keep the Lessor indemnified against the said payments.

15.3 The Sub Lessee hereby agrees to indemnify, defend, and hold harmless the Sub Lessor, its officers and employees from and against any and all claims, demands, losses, damages, liabilities, costs, expenses or penalties arising out of or in connection with:

1. Any breach or non-compliance by the Sub Lessee with the terms and conditions of this Rent Deed;
2. Any damage, loss, or injury caused to the demised premises or any part thereof other than normal wear and tear, caused by the act, omission, negligence, or misuse of the Sub-lessee, its employees, agents, contractors, visitors, or licensees;
3. Any claims by third party including statutory authorities resulting from the Sub Lessee's use or occupation of the demised premises;
4. Any claims, demands, or actions brought by the MoHUA or NBCC, or any third party, arising directly or indirectly from the Sub Lessee's acts, omissions, or negligence;
5. Any failure by the Sub Lessee to comply with the obligations under the principal lease deed between the Sub Lessor and MoHUA

15.4 The indemnity shall survive the expiration or termination of this Tenancy Agreement

16. FORCE MAJURE

16.1 Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a Force Majeure Event, including but not limited to acts of God, war, terrorism, natural disasters (such as floods, earthquakes), or governmental

actions. The party affected by the Force Majeure Event shall provide written notice to the other party within five (5) days of the event occurring

17. TAXES & DUTIES

17.1 Property tax and statutory commercial charges levied on the building shall be borne by the Sub Lessee.

17.2 Service tax/GST or any other taxes applicable on rent shall be borne by the Sub Lessee.

17.3 Stamp duty and registration charges of this Agreement shall be borne by the Sub Lessee.

17.4 All betterment charges or development levies over and above the existing charges/ levies, unearned increase etc., if any, charged by the Government or local authorities, shall be borne by the Sub Lessee in proportion to the said property. The Sub Lessee shall on the same proportion pay all other amount fixed or periodically payable under the terms of the rent deed governing the said property

17.5 That if after the date of possession any charges are levied or if any existing charges are enhanced with retrospective affect by NDMC or any other local/ central Government body towards ground/ rent, vacant land tax/property tax/Service Charge in lieu of property tax as levied by NDMC or any other taxes, levies or charges, the same shall be borne by the Sub Lessee on pro-rata basis from the date of actual possession of the space. All such charges/ levies/ costs including past arrears, if any, for period prior to the date of taking over possession by the Sub Lessee shall be borne by the Lessor.

17.6 That the Service Charge in lieu of property tax as levied by NDMC will be payable by the Sub Lessee to New Delhi Municipal Corporation or any such authority. However, if assessment of Service Charge is not made separately for respective Sub Lessee and consolidated demand is made by the NDMC or any such authority in that event the Sub Lessee will pay the proportionate share to the Sub Lessor or to Implementing Agency/Maintenance Agency on the basis of area of space or the annual letting value as the case may be.

18. FIRE, SAFETY & INSURANCE

18.1 The Sub Lessee shall strictly comply with all applicable fire safety norms and regulations. The Sub Lessee may, at its own cost, obtain insurance coverage for the assets, equipment, interiors placed within the premises. The property is being rented on an “**as is where is**” and “**as is what is**” basis. Accordingly, the Sub Lessee shall be solely responsible for the proper upkeep and maintenance of the premises during the tenancy and shall be liable to hand over the premises in the same condition as originally provided, subject to normal wear and tear.

19. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall be resolved amicably; failing which following procedures will be undertaken:

All disputes, claims, or differences arising out of or in connection with this Rent Deed, including its interpretation, performance, and termination, shall be resolved amicably between the parties within thirty (30) days of one party raising the dispute to another.

If the parties are unable to resolve the disputes amicably, the dispute arising out of this Agreement shall be resolved through adjudication or arbitration, failing which the matter shall be referred to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per DPE guidelines. Jurisdiction shall be at New Delhi. In the event of any dispute arising out of this Deed between the Lessor and the Sub Lessee, the same shall be referred by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and any subsequent modifications thereto.

20. REGISTRATION

20.1 This Agreement shall be registered under the provisions of the Registration Act, 1908. That the stamp duty and all other charges/ expenses, stamp duty in connection with the registration of the property will be exclusively borne by the Sub Lessee as per the rate prevailing at the time of registration of Lease Deed.

21. MISCELLANEOUS

21.1 The Sub Lessee shall allow reasonable access to the Lessor for inspection with 24 hours' prior notice. The Sub Lessee shall at all reasonable times grant access to the demised premises to the Sub Lessor or duly authorized officer or body for inspection purpose of the demised premises.

21.2 The Sub Lessee shall vacate and hand over peaceful possession upon expiry/termination of this Agreement.

21.3 The Sub Lessee shall grant access to the sanitary staff appointed for the purpose of maintaining premises in sanitary condition.

21.4 The Sub Lessee shall on the determination of this tenancy peacefully yield up the said demised premises thereto appertaining unto the Sub Lessor.

21.5 If the demised premises or any part thereof are required for a public purpose then in such case, it shall be lawful for the Sub Lessor or any person or person duly authorized by him notwithstanding the waiver of any previous cause of right of re-entry upon any part of the premises hereby demised in the name of the whole or such part to resume and thereupon this demise and everything contained therein shall cease and determined but in the event of part only being resumed then only to the extent of the part so resumed.

PROVIDED that the Sub Lessor shall be liable to pay compensation to the Sub Lessee for the demised premises or the part required thereof as the case may be, but such compensation shall not exceed the amount or the proportionate part as the case may be of the premium paid before the execution of the deed together with the cost or the value whichever be less of the building erected on the resumed land by the Sub Lessee which value shall in the event of dispute be determined by the Lessor, whose decision shall be final.

PROVIDED also that if the resumption of the part so required as aforesaid would in the opinion of the Lessor or the said officer which shall be final, on the Sub Lessee in respect of the remainder of the premises damage for which compensation calculated on the basis aforesaid

for the part only be insufficient the Lessor shall acquire and pay compensation on the basis aforesaid for the whole of the premises.

21.6 That if any additions or alteration in or about or relating to the said building are required to be carried out by the Government, Delhi Development Authority, New Delhi Municipal Corporation, Delhi Urban Art Commission, Delhi Fire Service or any statutory authority or in pursuance to any statutory requirement, the same shall be carried out by the Lessor through Implementing Agency in co-operation with the Sub Lessee and other Sub Lessees of other office/residences etc. in the same building at the cost of Sub Lessee(s) of this and other office/s space etc. in the same building and the Lessor shall not be in any manner liable or responsible for the same. All such additions and alterations shall be carried put after getting plans thereof sanctioned by the Delhi Development Authority, New Delhi Municipal Corporation, Delhi Urban Art Commission, Delhi Fire Service or other concerned authorities as the case may be.

21.7 That the cost on account of service connection for common load or electrification work including sub-station, equipment, related cables in sub-station, security deposit paid/ payable to DVB/BSES etc. shall be borne by the Sub Lessee on pro-rata basis.

21.8 That the cost on account of modification required by statutory bodies in the services would be charged and payable by the Sub Lessee on pro-rata basis.

21.9 That this instrument is being executed in duplicate. The Sub Lessor shall retain the original and the duplicate copy will be retained by the Sub Lessee.

IN WITNESS WHEREOF

The Parties hereto have executed this Rent Agreement on the day, month and year first above written.

For and on behalf of Lessor Solar Energy Corporation of India Limited

(Signature, Name & Designation)

For and on behalf of Sub Lessee

M/s _____

(Signature, Name & Designation)

Witnesses:

1. _____
2. _____