

RENT DEED

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

BETWEEN

Solar Energy Corporation of India Limited (SECI), a Government of India Enterprise under the administrative control of the Ministry of New and Renewable Energy, 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 **“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 **“Tenant”**, which expression shall, unless repugnant to the context, mean and include its successors, legal representatives and permitted assigns) of the **Second Part**.

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

1. PROPERTY DESCRIPTION

The Lessor hereby lets out and the Tenant hereby takes on rent the following premises:

- **Office Space:** ____ sq. ft. (super area) situated at ____ Floor, Block Tower __, NBCC Tower, Block __, East Kidwai Nagar, New Delhi – 110023.
- **Parking Slots:** 25 car parking spaces for 4 Wheelers in Basement-2 at Tower-2 & 4.

2. TERM OF TENANCY

The tenancy shall commence from the ____ day of _____, **2026, for an initial term of Three (3) years**, unless terminated earlier as per this Agreement. The Agreement may be extended/renewed upon mutual consent of the Parties on such terms as may be mutually agreed.

3. PERMITTED USE

The demised premises shall be used exclusively for the purpose of office operations of the Tenant.

That the Tenant 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.

The tenant will 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.

The Tenant shall not encroach upon common services areas including the common veranda 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.

4. RENT

The Tenant shall pay to the 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 Rental Agreement.

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

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

The Tenant shall deposit with the Lessor 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) months's aggregate 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 NEFT/RTGS or Demand Draft drawn on Scheduled Bank in favour of "Solar Energy Corporation of India Limited", payable at New Delhi.

The proceeds of the Security Deposit shall be payable to SECI as compensation for any loss resulting from the Tenant's failure to discharge its obligations under the rent agreement.

6. MAINTENANCE & REPAIRS

Day-to-day internal repairs shall be borne by the Tenant.

Structural repairs and maintenance of common areas shall be the responsibility of NBCC/Building Maintenance Agency, to be borne proportionately by the Tenant as per prevailing charge.

7. UTILITIES

The Tenant 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.

8. COMMON AREA MAINTENANCE (CAM) CHARGES

The Tenant 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:

Maintenance Charges of approx. Rs 28.80 /- per sq. ft. /Month (exclusive of applicable taxes) of the Super Built Area i.e. _____ 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.

NBCC 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

There shall be a lock-in period of Thirty-Six (36) months from the commencement of tenancy. Neither Party shall terminate the Agreement during the lock-in period, except for breach of terms.

10. TERMINATION & NOTICE PERIOD

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.

Towards the completion of Lock-In Period, the Tenant has to give a notice of 3 months prior to vacating the premises.

In the event of the breach or non-observance by the Tenant 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 Tenant 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 Tenant shall on the determination of this peacefully yield up the said demised premises thereto appertaining unto the Lessor.

The Tenant and or its successors and assignees on the determination of the rent on the expiry of the period of 3 years zero months zero days **w.e.f. shall** surrender the space to Lessor or its nominee. Lessor may at its discretion extend the rent period at such terms & conditions as may be imposed by Lessor or its concerned departments.

11. RIGHTS OF ENTRY

The tenant 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.

12. ACCESS TO SANITARY STAFFS

The Tenant 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

The Tenant 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 tenant.

14. ALTERATIONS & MODIFICATIONS

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

The Tenant 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.

The Tenant shall not without the written consent of the 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 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 Lessor or such officer as they may authorize in this behalf, may be an annoyance, nuisance or disturbance to the other Tenants or their tenants or neighbours.

15. INDEMNITY

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

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 Tenant in proportion to the said property. The tenant shall on the same proportion pay to the Tenant all other amount fixed or periodically payable under the terms of the rent governing the said property including the amount payable upon transfer(s) by him in favour of its assignees, heirs. The Tenant shall keep the Lessor indemnified against the said payments.

16. FORCE MAJURE

"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

Property tax and statutory commercial charges levied on the building shall be borne by the Tenant.

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

Stamp duty and registration charges of this Agreement shall be borne by the Tenant.

That if after the date of possession any charges are levied or if any existing charges are enhanced with retrospective effect by NDMC or any other local/ central Government body towards ground/rent deed, 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 tenant 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 tenant shall be borne by the Lessor.

That the Service Charge in lieu of property tax as levied by NDMC will be payable by the Tenant to New Delhi Municipal Corporation or any such authority. However, if assessment of Service Charge is not made separately for respective Tenant and consolidated demand is made by the NDMC or any such authority in that event the Tenant will pay the proportionate share to the 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

The Tenant shall strictly comply with all applicable fire safety norms and regulations. The Tenant 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 Tenant 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:

Adjudication

"All disputes, claims, or differences arising out of or in connection with this Rent Agreement, including its interpretation, performance, and termination, which cannot be resolved amicably between the parties within thirty (30) days, shall first be referred to the Competent Authority of SECI for adjudication. The decision of the Competent Authority shall be binding on both

parties unless either party chooses to pursue arbitration in accordance with the Arbitration Clause contained herein."

Arbitration

"In the event that any dispute, claim, or difference arising out of or in connection with this Rent Agreement is not resolved amicably or through adjudication by the Competent Authority, the same shall be referred to and finally resolved by arbitration in accordance with the provisions of the **Arbitration and Conciliation Act, 1996** and any statutory modifications thereof.

The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Chairman/ Managing Director (C/MD), SECI. The venue and seat of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in the English or Hindi language. The award rendered by the arbitrator shall be final and binding on both parties.

The cost of arbitration, including the fees of the arbitrator, shall be shared equally by both parties, unless otherwise determined in the arbitral award."

Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per DPE guidelines

Any disputes 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 Tenant, 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

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

21. MISCELLANEOUS

- The Tenant shall allow reasonable access to the Lessor for inspection with 24 hours' prior notice.
- The Tenant shall vacate and hand over peaceful possession upon expiry/termination of this Agreement.
- If the demised premises or any part thereof are required for a public purpose then in such case, it shall be lawful for the 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 Lessor shall be liable to pay compensation to the Tenant 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 Tenant 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 Tenant 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.

- 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 Tenant and other tenants of other office/residences etc. in the same building at the cost of tenant(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 out 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.
- 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/BSSES etc. shall be borne by the Tenant on pro-rata basis.
- That the cost on account of modification required by statutory bodies in the services would be charged and payable by the Tenant on pro-rata basis.

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 Tenant

M/s _____
(Signature, Name & Designation)

Witnesses:

1. _____
2. _____
