**“LAND USE RIGHTS AGREEMENT”**

(To be executed on a Non-Judicial Stamp paper of appropriate value)

THIS “Land Use Right Agreement (“Agreement”) is executed at \_\_\_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2023

**BETWEEN**

**Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Aadhar No. \_\_\_\_\_\_\_\_\_\_\_\_\_),** an adult, Indian Inhabitant, residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, Taluka- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, District\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as “Transferor” (which expression shall unless repugnant to the subject or context shall mean and include his heirs, legal representatives, executors, administrators and permitted assigns)**. (HEREINAFTER CALLED AS “TRANSFEROR”)**

**AND**

**M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a Company registered under the provisions of the Companies Act, 2013 and having its Registered Office at  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(PAN No: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**) through its Authorized Representative, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_s/o.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Age-\_\_\_yrs., Occupation- \_\_\_\_\_\_\_\_\_\_\_\_\_,** duly authorized *vide* Board Resolution dated \_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as the **“Transferee/Connectivity Applicant”** of the **OTHER PART**.

The Transferor and the Transferee/Connectivity Applicant shall hereinafter be individually referred to as ‘Party’ and collectively as ‘Parties’.

**WHEREAS** the Transferor has represented to the Transferee/Connectivity Applicant that the Transferor is absolutely seized and possessed of the Scheduled Property of **land areas\_\_\_\_\_\_\_\_\_\_\_(acres)** bearing Registration/Khasra/Land Record No. **\_\_\_\_\_\_\_\_\_\_\_\_\_, of village \_\_\_\_\_\_\_\_\_\_, Tal.- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Dist.\_\_\_\_\_\_**, **State-**\_\_\_\_\_\_\_\_, hereinafter referred to as the **“Scheduled Property”**

**AND WHEREAS** the Transferee/Connectivity Applicant is a Renewable Energy Generating station (other than hydro generating station)/ Energy Storage System (other than PSP)/ Renewable Power Park Developer (tick the appropriate) in India, and is engaged in the business of generation/storage of \_\_\_\_\_\_\_\_\_ (Wind Power/Solar Power/Hybrid/energy) power OR in the business of development of Renewable Power Park in India,

**AND WHEREAS**, the Transferee/Connectivity Applicant intend to set up \_\_\_\_(name & nature of the RE project/power park)\_\_\_\_\_ and other related equipment in and around bearing Registration/ Khasra/ Land Record No. **\_\_\_\_\_\_\_\_\_\_\_\_\_, of village \_\_\_\_\_\_\_\_\_\_, Tal.- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Dist.\_\_\_\_\_\_**, **State-**\_\_\_\_\_\_\_\_, hereinafter referred to as the **“The Project”**

**AND WHEREAS** the Transferee/Connectivity Applicant is desirous of applying for grant of ISTS connectivity by making an application to the Central Transmission Utility (hereinafter “CTU”) in terms of the provisions of the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 (hereinafter “GNA Regulations”), applicable procedures, CTU advisory, applicable Orders of the Central Electricity Regulatory Commission (hereinafter “CERC”), etc., and that to this end, the present agreement is being entered into to satisfy the eligibility conditions for grant of connectivity ( under Regulation 5.8 of the GNA Regulations).

**AND WHEREAS** the Transferee/Connectivity Applicant require the **Scheduled Property** for the purpose of installation, operation and maintenance of **the project** and has therefore, approached the **Transferor** forthe **Land Use Rights** of the Scheduled Property**.**  The **Transferor**  has agreed to give Land Use Rights of the Scheduled Property to the Transferee/Connectivity Applicant for this purpose. Land Use Rights shall be for a period of **…years &….months** starting form the date of this agreement i.e from DD/MM/YYYY to DD/MM/YY *(the period should reasonably corresponding to the life of the project and not less than twenty-five years in any case),* hereinafter referred to as “**the Agreement Period**”, on the terms and conditions hereinafter contained. The **Scheduled Property** falls under the jurisdiction of Sub-Registrar Office, \_\_\_\_\_\_\_\_\_in the Registration District of \_\_\_\_\_\_\_.

THE **“Transferors”** are the owners of the **Scheduled** **Property** which is a part of the bigger land parcel admeasuring about \_\_\_\_\_\_\_\_\_\_**acres** bearing Registration/Khasra/Land Record No. **\_\_\_\_** of the village **\_\_\_\_\_\_,** Taluka - **\_\_\_\_\_\_**, District – ---, State\_\_\_\_\_\_\_.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree to the following terms and conditions governing the agreement contemplated herein:

1. **REPRESENTATIONS AND WARRANTIES**
	1. The Transferee/Connectivity Applicant represents to the Transferor that-
		1. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized by all requisite corporate actions to do so;
		2. It has all necessary statutory and regulatory permissions, approvals and permits for the purpose of carrying on its activities at the Scheduled Property;
		3. It will provide such cooperation as the Transferor reasonably requires in order to give full effect to the provisions of this Agreement;
		4. The Transferee/Connectivity Applicant acknowledges the provisions of the GNA Regulations, the applicable detailed procedure, extant CTU advisory, applicable CERC Orders, etc. and the appropriate consequences in event of any defaults.
	2. The Transferor represents and warrants to the Transferee/Connectivity Applicant that
		1. That the Transferor is in exclusive and undisputed possession of the **Scheduled Property**. The **Scheduled Property** is free from all sorts of claims, encumbrances, charges, mortgages, liens whatsoever and the same is not the subject matter of any pending or threatened litigation, governmental investigation or any land acquisition proceedings.
		2. That the Transferor represents that the **Scheduled property** does not come under any forest land and / or any notified land;
		3. The Transferor has not received any notice in respect of breach of any of the provisions of law in connection with the **Scheduled Property** or any part thereof from any competent or local authority;
		4. The Transferor has not entered into any agreement, arrangement or understanding with any third party for sale, sub-lease, leave and license, mortgage, liens etc. of the **Scheduled Property** or any part thereof. No claims of any third party / parties of any kind whatsoever, subsist in respect of the **Scheduled Property**. It is further represented that the Transferor has not made any Will or gifted the scheduled property in any manner or any part of the **scheduled property;**
		5. The Transferor has not done, omitted or suffered to be done and hereby undertake that the Transferor shall not, during the subsistence of this Agreement, do or omit or suffer to be done any act, whereby the right of the Transferee/Connectivity Applicant to hold possess and enjoy the **Scheduled Property** under this Agreement can be determined, extinguished or avoided;
		6. The **Scheduled Property** is not prohibited from being used as per the requirements of the Transferee/Connectivity Applicant;
		7. The Transferor is in sole and exclusive possession of the **Scheduled Property**;
		8. The Transferor acknowledges that this agreement is executed for the sole purpose of grant of connectivity to the Transferee/Connectivity Applicant and installation, operation and maintenance of **the project**.
	3. Both the Parties represent that the execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any existing Agreement by any Party.
2. **USAGE OF THE OF SCHEDULED PROPERTY**

**PURPOSE**

* 1. The Transferee/Connectivity Applicant is desirous of applying for grant of ISTS connectivity by making an application to the Central Transmission Utility in terms of the provisions of the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 (hereinafter “GNA Regulations”), applicable procedures, CTU advisory, applicable CERC Orders, etc. To this end, the present agreement is being entered into, for establishment/development of the RE generation project/power park/ESS, and to enable to Transferee/Connectivity Applicant to satisfy the eligibility conditions for grant of connectivity (under Regulation 5.8 of the GNA Regulations);
	2. In pursuance of this Agreement and in consideration of the usage fees hereby reserved and of the covenants and conditions herein contained and on the part of the Transferee/Connectivity Applicant to be paid, observed and performed, the Transferor does hereby give unto the Transferee/Connectivity Applicant the **Scheduled Property** consisting of all that piece or parcel of land **an area \_\_\_ acres** as described in the Schedule attached with this Agreement, together with all easements and appurtenances whatsoever belonging or appertaining to the S**cheduled Property**, for the purpose of installation, operation and maintenance of **the Project** to the Transferee/Connectivity Applicant.

**(Please annex the land map – Naksha issued by the Patwari or equivalent person duly signed by the Tehsildar)**

* 1. The Transferor has, simultaneously with the signing of this Agreement, given physical possession of the **Scheduled Property** & granted access to the Transferee/Connectivity Applicant and its authorized representatives inside the Scheduled Property and to the Scheduled Property and has also permitted the authorized representatives of Transferee/Connectivity Applicant to commence and carry out all types of construction, installation, cabling, ducting, flooring activities, to dig trenches, earth pits, manholes, gutters, chambers, as necessary and to carry out all other plumbing, civil/mechanical and electrical works that are deemed necessary by the Transferee/Connectivity Applicant, for the installation of **the Project** and other equipment as per the sole discretion of the Transferee/Connectivity Applicant from time to time. The Transferor shall permit the Transferee/Connectivity Applicant to put its logo, signages, glow-signs, hoardings, etc. as and when required by the Transferee/Connectivity Applicant at no additional cost / fees.
	2. There shall be:
		1. an absolute Land Use Rights,
		2. right to actual physical, peaceful, vacant, immediate and exclusive possession, and
		3. right to alienate others,

with the Transferee towards establishment of the renewable energy generation project/ renewable power park/ESS, installation of any works, equipment, etc. towards construction/setting up of generation project, renewable energy power park, and obtaining connectivity.

* 1. The Transferor hereby agrees that the Transferee/Connectivity Applicant shall be entitled to add further equipment and to replace and remove any / all existing equipment as per the technical requirements of the Transferee/Connectivity Applicant at any time during the agreement period defined hereinafter.
	2. The Transferor further agrees to ensure the exclusive possession, use and enjoyment by the Transferee/Connectivity Applicant of the Scheduled Property throughout the **Agreement Period** without any interruption or interference by the Transferor or any person or entity claiming under the Transferor.
	3. The Transferor agrees to provide to the Transferee/Connectivity Applicant all the necessary documents/applications, duly signed by the Transferor, to enable the Transferee/Connectivity Applicant to apply for and obtain necessary permissions & No Objection Certificates, from all concerned authorities, and further on demand, time to time.
	4. The Transferor and the Transferee/Connectivity Applicant further agrees that upon expiry of this Agreement, the land would be returned to the transferor having normal wear & tear after removal of Installations and machines without the Development expenses / costs.
1. **TENURE OF LAND USE RIGHT AGREEMENT AND CONSIDERATION**
	1. The Transferor hereby agrees **TO GIVE UNTO** the Transferee/Connectivity Applicant the **Scheduled Property** for the Agreement Period **YIELDING AND PAYING THEREFOR** an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees ………only) per Acre/per year, which amount shall hereinafter be referred to as the **“Usage Fees”.** An amount of Rs. …..(Rs………..only) shall be paid by the Transferee/Connectivity Applicant to the Transferor towards Usage Feesfor the **Scheduled Property** measuring …….Acre,  latest by 15th March every year for the next Financial Year during the Agreement Period.

*(Incremental usages fees may be mutually agreed and included in this agreement suitably)*

* 1. The Transferor hereby confirms and acknowledges the disbursement of the amount (equivalent to the Usage Fees for \_\_\_ years (minimum 2 years)**)** as stated below**.**
	2. By paying the Usage Fees as above, the Transferee/Connectivity Applicant shall be free from all claims whatsoever with regard to the Usage Fees, and shall be lawfully entitled to occupy, use and enjoy the Scheduled Property, and the Transferor shall not make any further demand whatsoever.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr. no.** | **Name** | **Bank Name** | **Date** | **Cheque DD/NEFT /RTGS/Cash** | **Amount** |
|  |  |  |  |  | \_\_\_\_\_\_\_/-  |
|  |  |  |  |  | \_\_\_\_\_\_\_/- |
|  |  |  |  | **Total** |  |

1. **COVENANTS BY THE PARTIES**
	1. **Access to Scheduled Property –**
		1. On the execution of the present agreement**,** the Transferor has put the Transferee/Connectivity Applicant in actual physical, peaceful, vacant and exclusive possession of the Scheduled Property. The Transferor hereby agrees and undertakes to ensure 24x7x365 days unconditional, unrestricted, unfettered and unhindered rights of ingress and egress of the Transferee/Connectivity Applicant and/ or its employees, authorized representatives, security guards, technicians, vendors, contractors, service providers, engineers, supervisors or any other person/s authorized by the Transferee/Connectivity Applicant to the Scheduled Property (including Sundays, national holidays and other holidays) with a view to install the Project and also to operate, inspect repair & maintain the equipment installed therein.
		2. The Transferor agrees and undertakes that the Transferor shall not, during the Agreement Period, make any temporary or permanent construction on the Scheduled Property or on the access/approach road to the Scheduled Property, which may, in the opinion of Transferee/Connectivity Applicant, may cause inconvenience to access the Scheduled Property.
	2. **Interpretation:**
		1. Recitals shall form part of this Agreement.
		2. In this Agreement, unless the context otherwise requires, any references to words importing singular shall include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate and unincorporated.
	3. **Governing Law and Jurisdiction:**

It is agreed by the Parties herein that this Agreement shall be governed by the laws of India and the respective courts at District ------ and the High Court of the concerned State shall have exclusive jurisdiction regarding any issue arising out of the present agreement.

* 1. **Stamp Duty and Registration Fees:**

This Agreement has been duly registered with the designated Registration Authority and executed on a Non-Judicial Stamp Paper of \_\_\_\_\_\_\_\_\_\_\_\_and the stamp duty of Rs. \_\_\_\_\_\_\_\_ and registration fees of Rs.\_\_\_\_\_\_\_\_\_\_ in respect of execution and registration of this Agreement and all documents and writings related/incidental to the same, shall be paid by the Transferee/Connectivity Applicant.

* 1. **Entire Agreement:**

This Agreement and the contents hereof supersede each and all agreements, arrangements, understandings, letters, correspondences representations etc. between the Parties hereto with respect to the subject matter herein.

* 1. **Waiver:**

 The failure to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future. The Parties agree that no provision of this agreement shall be waived off in any circumstances.

**NOTE:** *Any other conditions as deemed fit based on the mutual agreement between the transferor and Transferee/ Connectivity Applicant may be incorporated in the agreement subject to the condition that these additional clauses shall not be in violation to this “Model Agreement” as well as the requirements of the GNA Regulations, Detailed Procedure and Advisory available on CTU website.*

**SCHEDULE**

(Description of Scheduled Property)

All that piece, portion and parcel of land totally admeasuring about **\_\_\_\_\_acres Assessment \_\_\_\_\_ Rs. \_\_\_\_\_Paise** from which area under usage is \_\_\_\_\_\_\_\_ **acres** from bearing Registration/Khasra/Land Record No. **\_\_\_\_** of the village **\_\_\_\_\_\_\_\_** Taluka - **\_\_\_\_\_\_\_\_\_\_**, District - **-----**, lying and situated within the Registration District of **-----** the Registration Sub-District of **-----** the revenue limits of the Tahsil **\_\_\_\_\_\_,** and which is bounded as under-

**North :**

**East :**

**South :**

**West :**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRSTABOVEWRITTEN.**

Signed & Delivered by the within named

**TRANSFEROR**,

1. **Mrs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. **Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TRANSFEREE/CONNECTIVITY APPLICANT,**

Signed & Delivered by the within named

**Mr.**

**M/S. Company Name**

through its duly constituted attorney

**WITNESS:**

|  |  |
| --- | --- |
| 1. Name:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                           Address:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_         (Signature of the witness)   |
|  |  |
| 2. Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                           Address:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature of the witness)    |