

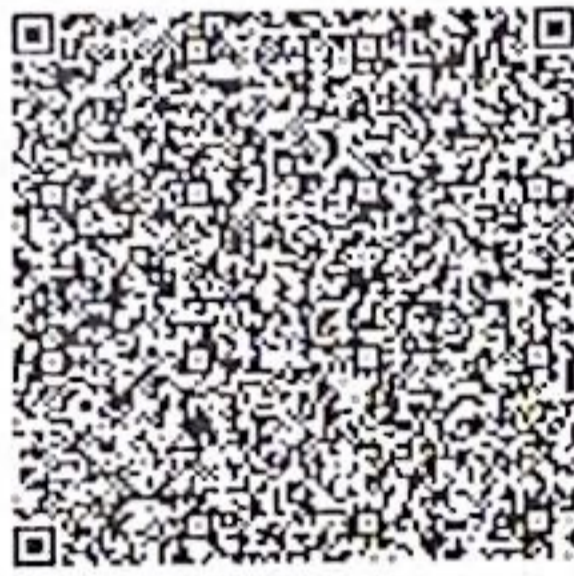
e-Stamp



सत्यमेव जयते



Certificate No. : IN-UP72880975541010W
 Certificate Issued Date : 05-Sep-2024 12:33 PM
 Account Reference : NEWIMPACC (SV)/ up14055804/ GAUTAMBUDDH NAGAR 2/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1405580442495507727490W
 Purchased by : NGEL
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : NTPC
 Second Party : NGEL
 Stamp Duty Paid By : NGEL
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



₹100

Please write or type below this line

This Stamp paper forms an integral part of the Right of Use /Licence agreement for Rojmat Project land.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT FOR RIGHT TO USE/LICENSE AGREEMENT

This Agreement to Right to Use/License Agreement ("Agreement") executed amongst on the 11th day of Sep. 2024 at Noida, U.P :

BETWEEN

NTPC Limited, a government company within the meaning of section 2(45) of the Companies Act, 2013 and having its registered office at NTPC Bhawan, Scope Complex 7, Institutional Area, Lodhi Road, New Delhi – 110003, India having CIN: L4010DL1975GOI007966 (hereinafter referred to as "**NTPC/Lessor**", which expression shall unless repugnant to or inconsistent with the context, shall mean and include its successors and permitted assigns);

AND

NTPC Green Energy Limited, a government company within the meaning of section 2(45) of the Companies Act, 2013 and having its registered office at NTPC Bhawan, Core – 7, Scope Complex 7, Institutional Area, Lodhi Road, New Delhi – 110003, India having CIN: U40100DL2022GOI396282 (hereinafter referred to as "**NGEL/Lessee**", which expression shall unless repugnant to or inconsistent with the context, shall mean and include its successors and permitted assigns).

WHEREAS NTPC is a 'Maharatna' Central Public Sector Enterprise (CPSE) and is the largest power company in India. NTPC is engaged in generation of electricity through thermal, hydro, nuclear and non-conventional/renewable energy sources.

AND WHEREAS, the Lessee "NGEL" is a wholly owned subsidiary of NTPC.

AND WHEREAS, pursuant to issuance of National Monetisation Pipeline ("NMP") by Ministry of Finance, Gov. of India, the Parties have entered into Business Transfer Agreement dated July 8, 2022, for transfer of certain renewable energy projects to NGEL including Rojmal Project ("**Project**") assets to NGEL.



AND WHEREAS, NTPC has been provided land situated at Gujrat on leasehold basis, on sub-lease hold basis by Inox Winds Limited National Seeds Corporation Limited.

AND WHEREAS, as part of the proposed transaction NTPC is required to provide Right to Use to NGEL for carrying necessary activities, as required to be carried out under BTA pending transfer of sub lease hold rights etc.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other goods and valuables consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. Definition and Interpretation

1.1 Definitions

“Applicable Laws” means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

“Commencement Date” means **28th July 2024** i.e the date from which the license deed shall be effective although executed on 11th Sep. 2024.

“License Period” means the period beginning from the commencement date and ending on the termination by efflux of time or sooner determination in accordance with the terms of this agreement.

“Project Land” means the land hold by licensee on sub lease hold basis by the licensor more particularly specified in Schedule-I.

1.2 Interpretation

- a) The annexures form part of this Deed and shall have effect as if set out in full in the body of this document. Any reference to this document includes all the annexures.



- b) To the extent not repugnant to the context of this Agreement for Right to Use/ License Agreement, any references to article/ sections/ clauses/ annexure are to the article/ sections/ clauses/ annexure of this Agreement for Right to Use/ License Agreement, unless specified that a reference is made to the article/ sections/ clauses/ schedule of the Lease Deed/BTA.

2. License

The licensor hereby agrees to grant the Project Land more particularly specified in Annexure-I, on right to use/license basis to the licensee to carry out the necessary activities as contemplated under BTA.

3. License Commencement and Tenure

- 3.1 The license period for the project shall be initially for a period of 11 months from the date of commencement of this agreement i.e 11 months from 28th July 2024.
- 3.2 The parties can extend/vary the license period with mutual consent.

4. License fees/consideration

- 4.1 The Licensee shall pay to NTPC, from the commencement date till the expiry of this agreement, an amount equal to amount paid by NTPC as rent of said land in accordance with sub lease specified in Schedule-I, plus any applicable taxes, as per applicable law.
- 4.2 The Licensee agrees voluntarily and unequivocally to make all payments to licensor as may be due before the due date, without waiting for any formal advice from the Licensor. In the event of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorised representative of the Licensor.

5. Municipal Taxes

All the municipal taxes and other taxes as levied on the premises shall be paid by the Licensor and Licensee shall not be responsible for paying.

6. Use Of The Premises

The Licensee shall be allowed to use the Project Land only for the solar power plant during license Period and not for any other purpose.

7. Non Transferrable

The Project Land is licensed to Lessee only for running solar power plant and not for any other purpose and the Licensee shall not transfer the benefit of this Agreement to anybody else and shall not transfer its rights to anybody else.



8. Rights of the Licensor

The Licensor may visit the Project Land anytime by giving a 24 hours prior notice to the Licensee and the Licensor can visit the premises during working hours to inspect the Project Land.

9. Term and Termination

The Licensor shall have right to terminate this Agreement at its discretion after giving three (3) months' notice or a shorter period as may be mutually agreed.

10. Dispute Resolution

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be settled by way of mutual consultations between the parties and if the parties fail to resolve such a dispute or difference by mutual consultation, then the same shall be governed by and construed in accordance with the Administrative Mechanism for Resolution of CPSEs Disputes ("AMRCD") as per Office Memorandum F. No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018 issued by Government of India, Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises and its further clarifications, modifications and amendments.

11. No Third Party Rights

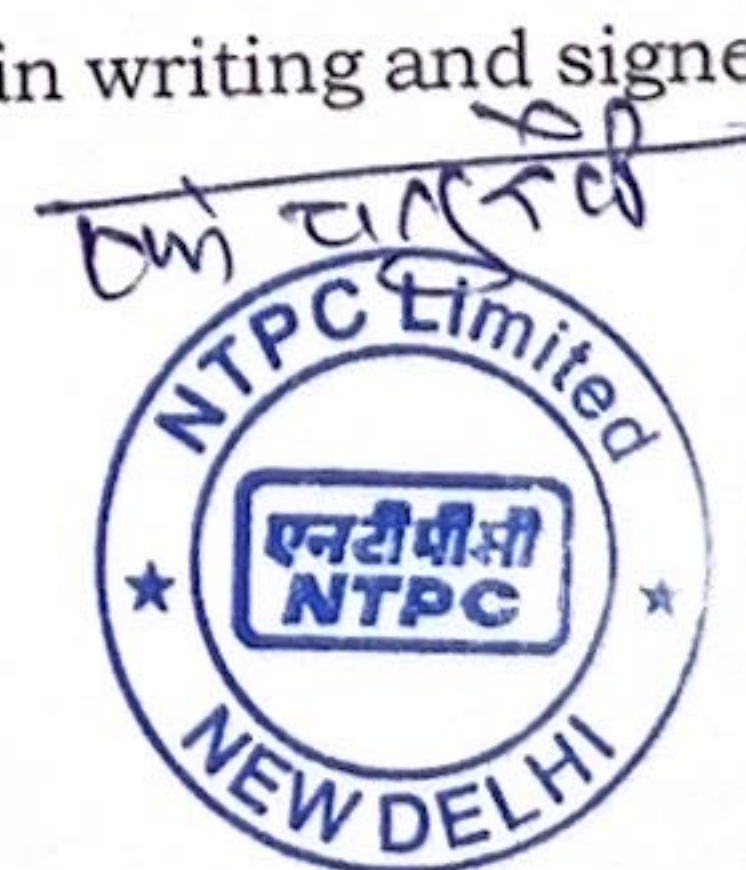
No one other than a Party to this Agreement will have any right to enforce any of its terms.

12. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the Parties will mutually agree on the modification, in writing, of the such provision or part-provision. Any modification to or deletion of a provision or part-provision under this Clause will not affect the validity and enforceability of the rest of this Deed.

13. Variation and Waiver



No variation of this Agreement will be effective unless it is in writing and signed by the Parties (or their authorized representatives).



14. Governing law and jurisdiction

Each Party irrevocably agrees that this Agreement shall be governed by, and interpreted in accordance with, the laws of India and the courts in Delhi, India will have exclusive jurisdiction to adjudicate any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHERE OF the parties hereto have signed, sealed and delivered these presents on the dates specified above in this Deed.

<p>For and on behalf of NTPC Ltd.</p> <p>Name: <u>Ajay Kr. Chaturvedi</u></p> <p>Designation: <u>G.M. (B.D)</u></p> <p>Date: <u>11.09.2024</u></p>	<p><i>[Signature]</i></p> 
<p>For and on behalf on NTPC Green Energy Ltd</p> <p>Name: <u>Neeraj Sharma</u></p> <p>Designation: <u>CFO, NGEL</u></p> <p>Date: <u>11.09.2024</u></p>	<p><i>[Signature]</i></p> 

WITNESSES:

1. (Name, Address and Signature):

[Signature]
Nitin Jaiswal, Emp No. 009798, NGEL.

2. (Name, Address and Signature):

[Signature]
Abhishek Singh, Emp. No. 284216, NGEL