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DEED OF MODIFICATION CUM CONFIRMAITON

THIS DEED OF MODIFICATION-CUM-CONFIRMATION made at GUNA this 5th day of October One Thousand Nine Hundred Ninety Nine between Government of Madhya Pradesh, acting through the Collector, Guna hereinafter called "The Lessor" (which expression shall unless excluded by or repugnant to the context or meaning thereof include his successors in office) of the One Part and **BINA POWER SUPPLY COMPANY LIMITED**, a Company incorporated under the provisions of Companies Act, 1956 (Act 1 of 1956) and having its registered office at 92/93, Mittal Court, 'A' Wing, Nariman Point, Mumbai - 400021, hereinafter called "The Lessee" (which expressing shall unless excluded by it or repugnant to the context or meaning thereof be deemed to include its successor or successors and permitted assigns) of the Other Part.

WHEREAS

- 1) By an indenture of Lease dated 7th August 1998 made between the Lessor of the One Part therein also called "the Lessor" and the Lessee of the Other Part therein also called "the Lessee", duly registered with the Sub-Registrar of Assurances Mungaoli under registration Serial No. 1372 dated 19th November 1998 the Lesser demised unto the lessee the land admeasuring 7 Hectares situate at Village Semarkheri (2.0 Hectares), Bhopal (5.00 Hectares) in Tehsil Mungaoli Duist, Guna, Madhya Pradesh, more particularly described in Schedule thereunder written and delineated on the plan annexed thereto and shown thereon surrounded by green colour boundary line being the same as more particularly described in the First Schedule hereunder written (therein and hereinafter described as "the Demised Premises") and delineated on the plan



thereof annexed hereto and marked Annexure – A and shown thereon surrounded by Green boundary lines for the consideration of sum of Rs.11,30,220/- (Rupees Eleven Lacs Thirty Two Thousand Two Hundred and Twenty only) payable by the Lessee as and by way of premium as stated therein at or for the yearly rent of Rs.84,766/- (Rupees Eighty Four Thousand Seven Hundred Sixty Six only), payable on the first day of June in each year for the term commencing from 7th August, 1998 and ending on 31st March 2028 for the purposes of establishing the Power Plant including other facilities ancillary thereto such as barrage, railway siding, administrative buildings, staff housing, training complexes, schools and medical facilities and also subject to the terms and conditions and cognizance to be observed and performed on the part of the Lessee, more particularly mentioned in the said lease deed dated 7th August, 1998. A copy of the Lease Deed dated 7th August 1998 is annexed hereto and marked Annexure – B.

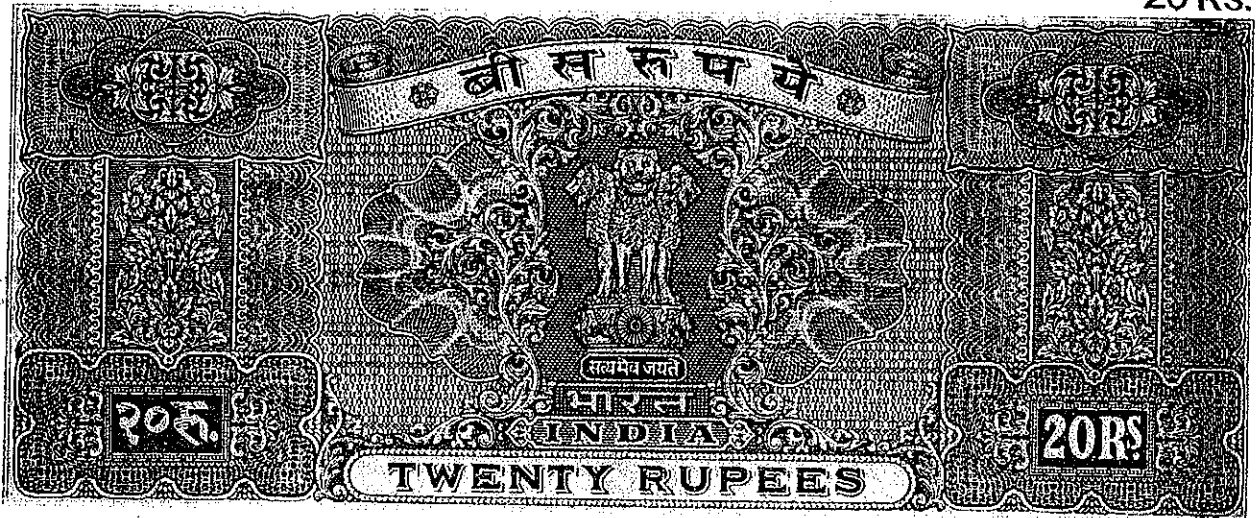
- 2) The Lessee had paid the entire consideration being the premium payable by the Lessee to the lessor of sum of Rs.11,30,220/- (Rupees Eleven Lacs Thirty Thousand Two Hundred Twenty only) vide Challan No.11 dt. 5th August 1998.
- 3) The lessor handed over possession of the Demised Premises to the Lessee and the Lessee entered upon the Demised Premises.
- 4) Subsequently by letter dated 29th October 1998 addressed by the Lessee to the Collector, the Lessee requested that an area of 2 Hectares of the Demised Premises is in excess of their requirement and hence expressed that the Lessee would surrender the area of 2 Hectares and requested the Lessor to accept the surrender thereof.



5) Accordingly, the Government of Madhya Pradesh, acting through the Deputy Secretary (Revenue) vide its letter No.6-80/98/Saat/Nazul dated 24th April 1999, letter No.6-80/Saat/Nazul/98 dated 26th May 1999 and letter No.6-80/Saat/Nazul/98 dated 27th May 1999, sanctioned the reduction of the Demised Premises from 7 Hectares to 5 Hectares and agreed to accept the surrender of 2 Hectares of excess land from the Demised Premises and also agreed to refund the excess amount of Rs.3,22,920/- (Rupees Three Lacs Twenty Two Thousand Nine Hundred Twenty only) being the proportionate premium, for the Demised Premises admeasuring 2 Hectares surrendered by the Lessee to the Lessor.

6) By the aforesaid letters dated 24th April 1999, 26th May 1999 and 27th May 1999, the Government of Madhya Pradesh also agreed to correspondingly reduce the yearly rent payable towards the Demised Premises from Rs.84,766/- to Rs.60,547/- for the area of 5 Hectares of Demised Premises and also agreed to refund the excess amount of Rs.24,219/- (Rupees Twenty Four Thousand Two Hundred and Nineteen only) after accepting the surrender of 2 Hectares of Demised Premises out of the aggregate area of 7 Hectares of Demised Premises.

7) The Lessee has accordingly surrendered and handed over the possession of the excess land admeasuring 2 Hectares situate at Village Semarkheri (1.00 Hectare), Bhopal (1.00 Hectare) Tehsil Mungaoli Dist. Guna, Madhya Pradesh, more particularly described in the Second Schedule hereunder written and delineated on the plan thereof annexed hereto and marked Annexure – A and thereon shown in *thatched lines* in red colour.



- 8) Correspondingly, upon surrender of the land by the Lessor to the Lessee, admeasuring 2 Hectares out of the Demised Premises the area remaining with the Lessee stands reduced to 5 Hectares situate at Village Semarkheri (1.00 Hectare), Bhopal (4.00 Hectares) Tehsil Mungaoli, Dist. Guna, Madhya Pradesh, more particularly described in the Third Schedule hereunder written and delineated on the plan thereof annexed hereto and marked Annexure – A and thereon shown *in thatched lines* in blue colour.
- 9) The parties hereto are desirous of recording the modifications to the appropriate provisions under the said Lease Deed dated 7th August 1998 in context of the reduction in the area of the aggregate Demised Premises, the rent payable and the premium agreed to be refunded by the Government of Madhya Pradesh to the Lessee in a manner hereinafter appearing.

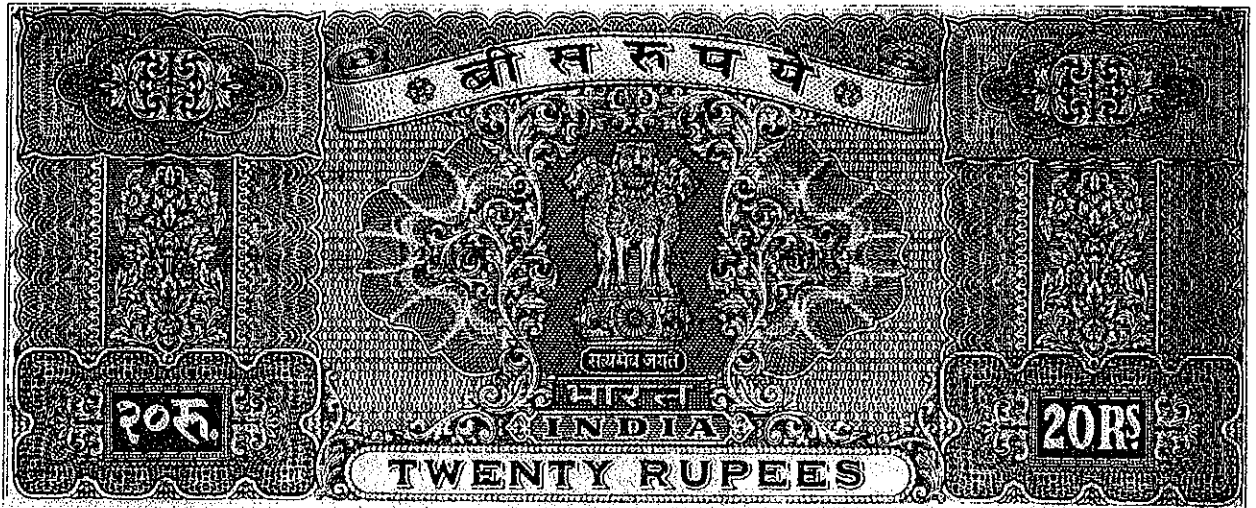
NOW THESE PRESENTS WITNESSETH that in consideration of the premises, the Lessor and the Lessee hereby agree and confirm to the modifications to the Lease Deed dated 7th August 1998 as follows :- ✓

1. (a) **PREMIUM**

Premium stands reduced to Rs.8,07,300/- instead of Rs.11,30,220/-

(b) **DEMISE**

The aggregate area of the Demised Premises demised to the Lessee under the said Lease Deed dated 7th August 1998 stands reduced to 5 Hectares comprised in Village Semarkheri (1.00 Hectare), Bhopal (4.00 Hectares), Tehsil Mungaoli, Dist. Guna, Madhya Pradesh, more particularly described in the Third Schedule hereunder written and delineated on the plan thereof annexed hereto and marked Annexure – A and shown thereon *thatched lines* in blue colour.



(c) RENT

The Lessor hereby confirms that the yearly lease rent payable by the Lessee in respect of 5 hectares of land shall stand reduced to Rs.60,547/- instead of Rs.84,766/-.

(d) The Lessee shall refund a sum of Rs.347139/- (Rs.3,22,920/- Premium and Rs.24,219/- Lease Rent) being the excess of the premium and lease rent paid by the Lessee to the Lessor, which has been refunded on account of surrender of 2 Hectares of land by the Lessee to the Lessor.

(e) The Lessor and the Lessee hereby confirm that aforesaid modifications shall form part of the Lease Deed dated 7th August 1998 and the same shall be read in conjunction with these presents.

2. The Lessor and the Lessee hereby further confirm that save and except the modifications to the Lease Deed dated 7th August 1998 as mentioned in Clause 1 above all the other terms, conditions thereof to be observed and performed by the Lessee shall remain unaltered and unaffected and the said Lease Deed dated 7th August 1998 shall remain in full force and effect for the term therein created, subject to the renewal of the term as agreed and covenanted by the Lessor to the Lessee hereunder.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand to these presents in two parts the day and the year first hereinabove written.

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FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Demised Premises admeasuring 7 Hectares within mentioned)

All those pieces and parcels of land bearing Survey/Khasra Nos. and admeasuring respectively as follows situated within village limits in the Tehsil and District in the State of Madhya Pradesh and more particularly mentioned respectively here below admeasuring in the aggregate in the State of Madhya Pradesh.

Village	Tehsil	District	Khasra No.	Area (Hectares)	Area (Hectares)
1) Semarkheri	Mungaoli	Guna	233/मिन्न	2.00	
				Total	2.00
2) Bhopal	Mungaoli	Guna	260/ मिन्न	2.00	
			505/ मिन्न	3.00	5.00
				Grand Total	7.00

SECOND SCHEDULE ABOVE REFERRED TO

(Description of Demised Premises admeasuring 2 Hectares surrendered by the Lessee to the Lessor)

Village	Tehsil	District	Khasra No.	Area (Hectares)	Area (Hectares)
1) Semarkheri	Mungaoli	Guna	233/ मिन्न	1.00	1.00
2) Bhopal	Mungaoli	Guna	260/ मिन्न	1.00	1.00
				Grand Total	2.00