

M/S Bajaj Hindusthan Ltd. (BHL), a company incorporated under the Companies Act 1956 and having its Registered Offices at "Bajaj Bhawan", 2"d Floor, Jamnalal Bajaj Marg, 226, Nariman Point, Mumbai-400021 INDIA, through its authorized signatory Mr. Ajay Pratap singh bhadauria, Officer (Legal) which expression shall include their successors and permitted assigns (hereinafter referred to as "the Lessor") of the ONE PART

AND

M/s Bajaj Energy Private Ltd (BEPL) a Company incorporated under the Companies Act 1956 and having its Registered Office at "Bajaj Bhawan", 2nd Floor, Jamnalal Bajaj Marg, 226, Nariman Point, Mumbai-400021 INDIA, Through its authorized signatory Mr. Pankal Srivastaya, Manager (civil) which expression shall include its successors and permitted assigns, (hereinafter referred to as "the Lessee") of the OTHER PART

For and on behalf of the Lessor,

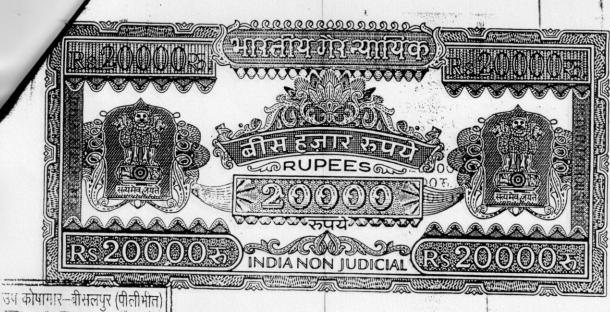
BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED





ति प्रदेश चित्र TAR PRADESH

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(3)

AND WHEREAS The Land described in Schedule is owned by the lessor i.e. BHL at its unit at Barkhera at Village Muradabad alias Nakta, Pargana and Tehsil Bisalpur, District Pilibhit in the State of Uttar Pradesh.

For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED



उप कोषागार-वीसलपुर (पोलीगीत)

- उत्तर प्रदेश चिट्टिनिया PRADESH
- 2 1 5EP 2010

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NOW THIS DEED OF LEASE WITNESSES AS UNDER:

1. Demise of Land

The Lessor hereby demises unto the lessee the land described in the schedule hereto (hereinafter called "the Land", which expression shall include singular as well as plural, as the case may be) TO HOLD the Land for the purpose of setting up the Project and its operation for a term of 29 years starting from 1st day of July' 2010;

For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED



उप कोशामार-विसलपर (पोलीगांत) उत्तर प्रदेश UTTAR PRADESH

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2. Consideration:

The Lessee has paid a sum of Rs. 57,17,872 (Rupees fifty seven lac seventeen thousand eight hundred seventy two only) as one time premium.

The Lessee shall further pay a sum of Rs. 3,10,341 (Rupees Three lac Ten thousand Three hundred Forty One only) as yearly annual rent (1% of the circle rate). The Lease rent for the first year has been paid by the Lessee and the rent for the future years shall be payable on 1st April of each subsequent years.

For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED



उलार प्रदेश UTTAR PRADESH

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3. Lessee's Covenants

The lessee hereby covenants with the Lessor as follows:

- That it will during the said term pay to the Lessor the yearly rent hereby reserved on the day and in the manner herein before appointed.
- ii) That the Lessee shall allow the Lessor or its agents etc. at the convenient hours at the day time to enter into and upon "the Land" and view and examine the state of condition thereof.
- That the Lessee shall ensure that "the Land" given to it in terms of the present LEASE shall be used by the Lessee for the purpose of setting up and operating of the Project alone and shall be used for no other purpose whatsoever.
- iv) That the lessee shall take all necessary permissions, authorizations, NOCs etc from respective departments and authorities as shall be required under the applicable Acts and Rules for the purpose for which this lease deed is executed.
 - v) That the Lessee shall not part with or otherwise by any act or deed procure "the Land" to be assigned, transferred, or its possession parted with unto any person(s) for whatsoever reason without the prior consent of the Lessor.

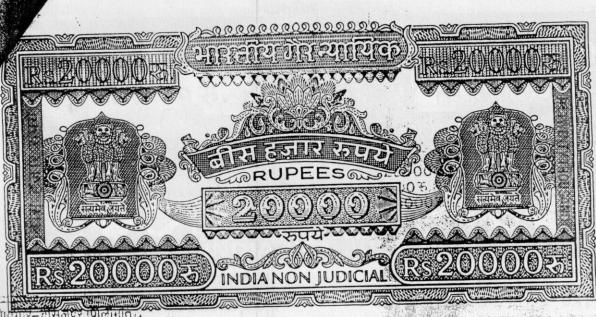
For and on behalf of the Lessor,

For and on behalf of the Lessee

BAJAJ HINDUSTHAN LIMITED

BAJAJ ENERGY PRIVATE LIMITED

(AUTHORISED SIGNATORY)



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उपकोषाधिकार

That the lessee paying the rent hereby reserved and performing and observing the covenants and conditions herein contained and on its part to be performed and observed shall and may peaceably and quietly hold, possess and enjoy the said demised land during the said term in the manner aforesaid without any unlawful interruption or disturbance by the Lessor or any person or person whomsoever;

For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED



- ii) That the Lessor shall discharge all their obligations regarding any liability if so arises pertaining to the ownership of "the Land" and or any mortgage, encumbrance etc.
- iii) That the propose land in lease has been declared as of Industrial use by Case No. 2/2005-06 of SDM court, Bisalpur

For and on behalf of the Lessor,

कीमत रू०

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED



(9)

-उपकोषाधिका

The Schedule hereinbefore referred to:

All the pieces and parcels of land admeasuring 10.65 Acres situated in Village Muradabad alias Nakta, Pargana and Tehsil Bisalpur, District

Pilibhit, comprised in the Gata Nos. as stated herinbelow:

ed in the Gata is			Total Area	
Gate No.	Area in lease	in Limited	(in Acre)	
	(in Acre)		1.	591
1		0.316	2	188
		0.315		.378
18		6.378		2.408
2		0.86		
4		. 2.224		2.277
5		0.221		4.239
6		300 DO DE	haif of the Les	3.110
14		0.03		0.810
	EA34	0.048		1.070
15		0.143		
16		0.114		1.099
17_		10.65		25.169
Total				

For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIM



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The land being bound to its sides by the following:

North: Sugar Factory, Bajaj Hindusthan Limited

South: Sugar Factory, Bajaj Hindusthan Limited

East: Pilibhit - Bisalpur Road.

West: Sugar Factory, Bajaj Hindusthan Limited

For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(ALITHOPISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED



एक सौ रुपये

v. 100



Rs. 100

ONE HUNDRED RUPEES

भारत INDIA INDIA NON JUDICIAL

प्रदेश UTTAR PRADESH

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AG 273258

WITNESS WHEREOF THIS LEASE DEED is being signed on 24th Day of September 10 first above written at Bisalpur, Pilibhit by the Parties in presence of the witnesses.

For and on behalf of the Lessor,

. For and on behalf of the Lessee

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

BAJAJ ENERGY PRIVATE LIMITED

(AUTHORISED SIGNATORY)

Witness:

1. Surendra Singh Chauhan,

Advocate, Tehsil-Bisalpur, Pilibhit

2. Amod Kumar,

Advocate, Tehsil-Bisalpur, Pilibhit

Suray Dubey

Typed by: Suraj Dubey, Bisalpur, Pilibhit

Drafted and photo stated by : Surendra Singh Chauhan,

Advocate, Tehsil-Bisalpur, Pilibhit