

This Indenture of Lease is entered into on this 24th day of September'2010

BETWEEN

M/S Bajaj Hindusthan Ltd. (BHL), a company incorporated under the Companies Act 1956 and having its Registered Offices at "Bajaj Bhawan", 2nd 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

For and on behalf of the Lessor,

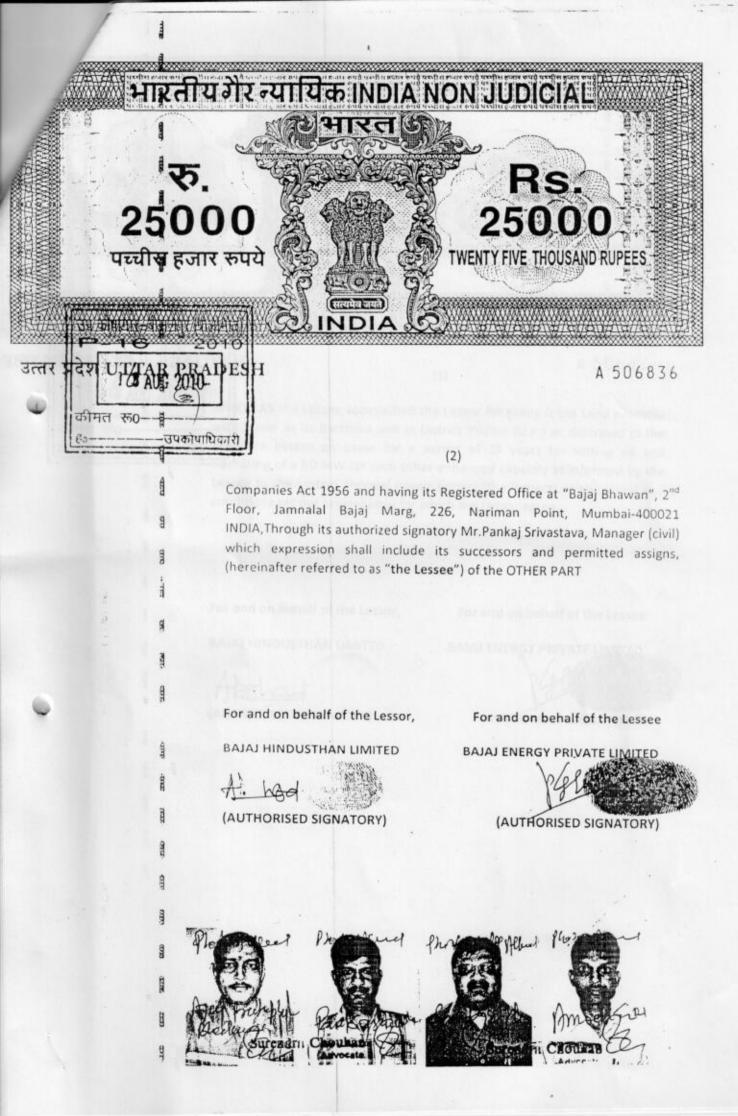
For and on behalf of the Lessee

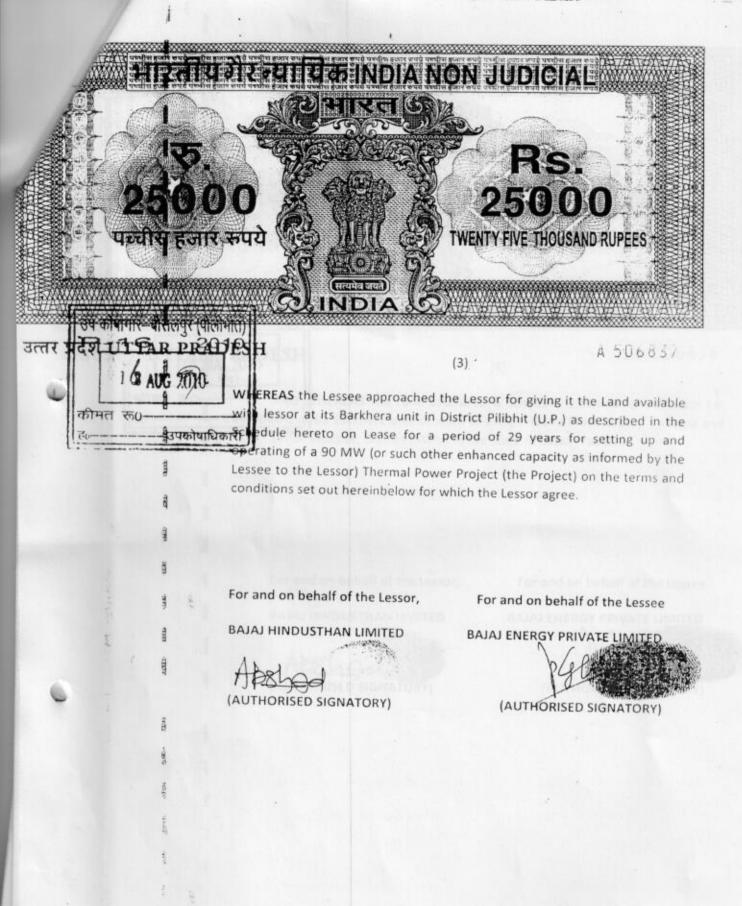
BAJAJ HINDUSTHAN LIMITED

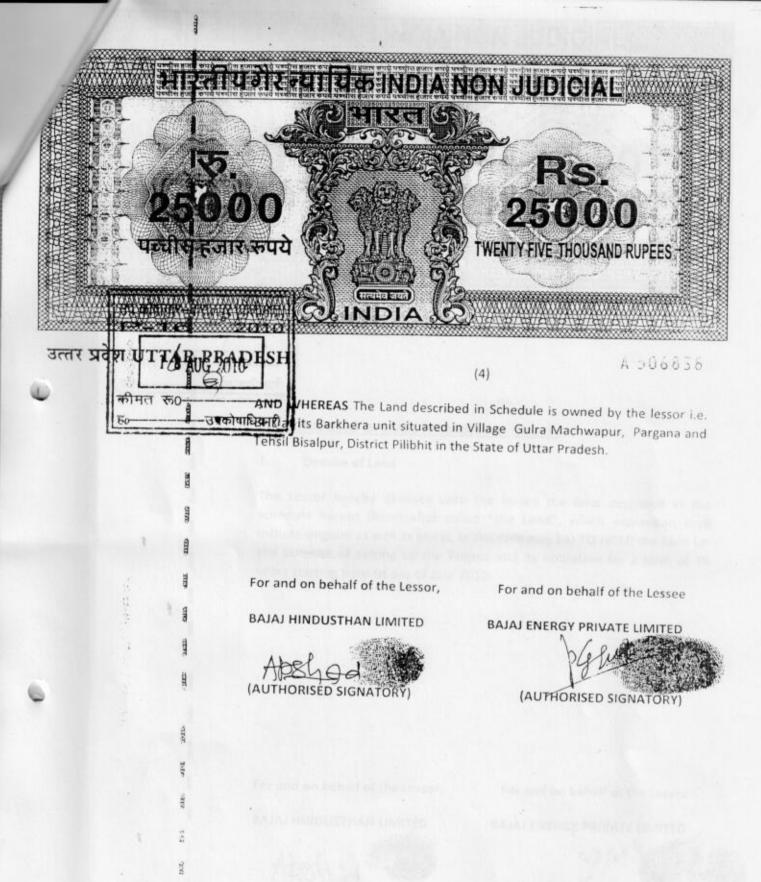
BAJAJ ENERGY PRIVATE LIMITED

(AUTHORISED SIGNATORY)

(AUTHORISED SIGNATORY)









NOW THIS DEED OF LEASE WITNESSES AS UNDER:

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,

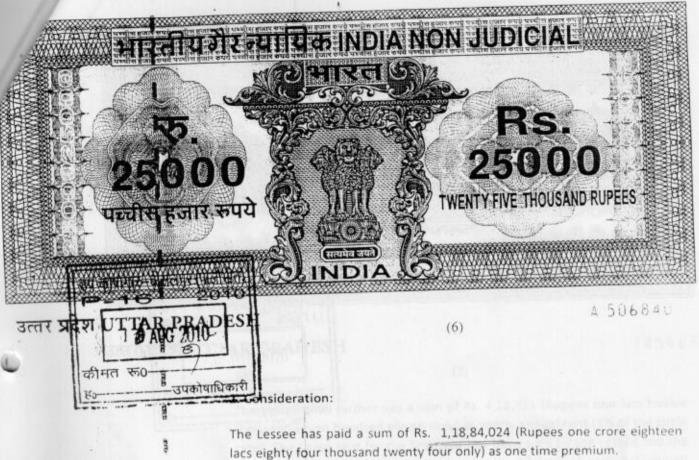
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For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED

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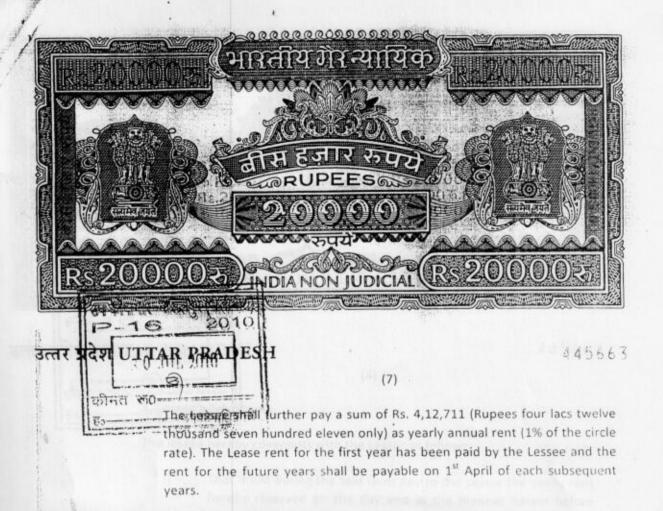
For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED

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For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED

(AUTHORISED SIGNATORY



The lessee hereby covenants with the Lessor as follows:

i) 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.

For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED

(AUTHORISED SIGNATORY)



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.

For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED

(AUTHORISED SIGNATORY



(10)

That the Lessee shall ensure that "the Land" given to it in terms of iii) 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.

For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED

(AUTHORISED SIGNATORY)



उप कोषागीर-बासलपुर (पालामात)
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- 3ल्तर प्रदेश UTTAR PRADESH
2 1 SEP 2010
- कीमत रू०- - उपकोषाधिकारी

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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.

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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(12)

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)

(AUTHORISED SIGNAT



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,

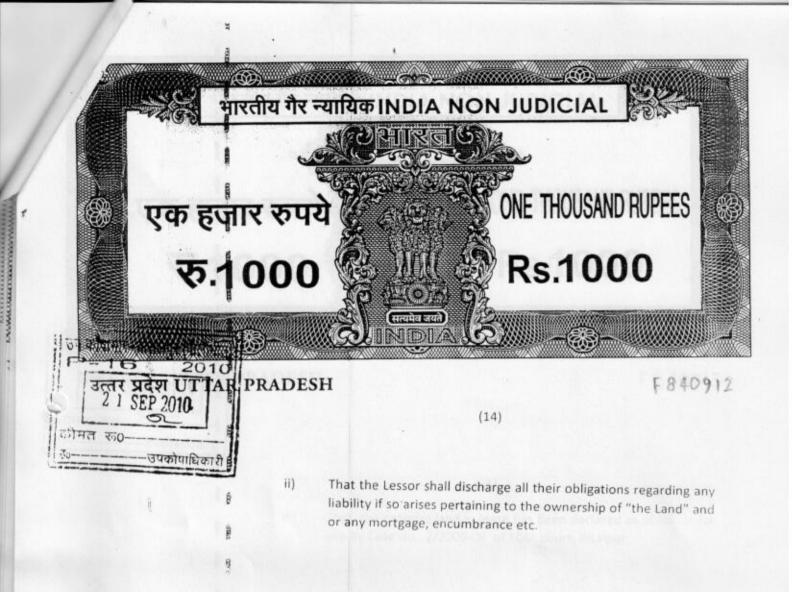
BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED

(AUTHORISED SIGNATO



For and on behalf of the Lessor,

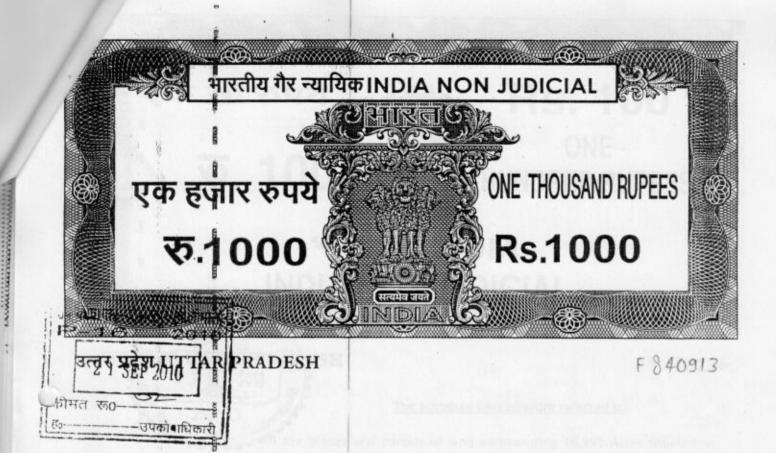
BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED

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(15)

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,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED

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AG 273256

The Schedule hereinbefore referred to:

the pieces and parcels of land admeasuring 16.998 Acres situated in Village Gulra Machwapur, Pargana and Tehsil Bisalpur, District Pilibhit, comprised in the Gata Nos. as stated herein below:

| Gata No | Area in lease (in Acre) | Total area (in Acre) |
|---------|----------------------------|-------------------------|
| 79 | 0 099 | 3.878 |
| 84 | 0.462 | 3.458 |
| 85 | 2.027 | 3.698 |
| 86 | 3.080 | 4.387 |
| 88 | 1 966 | 1.966 |
| 89 | 1 850 | 1.850 |
| 90 | 1.683 | 2.690 |
| 91 | 3.947 | 3.947 |
| 92 | 1.238 | 1 581 |
| 93 | 0.354 | 2.559 |
| 94 | 0 242 | 1.581 |
| 96 | 0.047 | 8.904 |
| Total | 16 995 | 40 498 |

For and on behalf of the Lessor,

For and on behalf of the Lessee

BAJAJ HINDUSTHAN LIMITED

BAJAJ ENERGY PRIVATE LIMITED

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(AUTHORISED SIGNATORY)

COURT ORIGINATOR

North: Sugar Factory, Bajaj Hindusthan Limited

South: Sugar Factory, Bajaj Hindusthan Limited

East: Sugar Factory, Bajaj Hindusthan Limited

West: Sugar Factory, Bajaj Hindusthan Limited

For and on behalf of the Lessor,

BAJAJ HINDUSTHAN LIMITED

(AUTHORISED SIGNATORY)

For and on behalf of the Lessee

BAJAJ ENERGY PRIVATE LIMITED

(AUTHORISED SIGNATOR



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|-------|-------------|--|-------------|--------------|---------|--|--|
| उत्तर | प्रदेश | UTTAR PRADESH | (18) | 1044 | 1499976 | | |
| | 982 | IN WITNESS WHEREOF THIS LEASE DEED is being signed on 24 th Day of September'10 first above written at Bisalpur, Pilibhit by the Parties in | | | | | |
| | d | presence of the witnesses. | | | | | |
| | ą | For and on behalf of the Lessor, | | behalf of th | | | |
| | 90 | BAJAJ HINDUSTHAN LIMITED | BAJAJ ENERG | SY PRIVATE I | LIMITED | | |
| | ħa . | Abshod | (AUTH | ORISED SIGN | VATORYA | | |
| | 120 | (AUTHORISED SIGNATORY) | 7 | DINISED SIG. | | | |
| | P | Witness: 1. Surendra Singh Chauhan, | 6 | | | | |
| | Ē | | er_ | - | | | |
| | 20 | Advocate, Tehsil-Bisalpur, Pilib | | | | | |
| | 900 | 2. Amod Kumar, | A | At. | | | |
| | ñ | Advocate, Tehsil-Bisalpur, Pilibl Suray Dubey | 1 | | | | |
| | 5 | Typed by : Suraj Dubey, Bisalpur, | B Jindilla | L-: | | | |

Drafted and photo attested by Surendra Singh Chauhan.

ed-prate Tensil-Bisalpur, Pilionit