

I 12644/2012 71



उत्तर प्रदेश UTTAR PRADESH

(1)

B 795311

B 795311

This Indenture of Lease is entered into on this  
..... day of 12/12/2012.....

BETWEEN

M/S Bajaj Hindusthan Ltd. (BHL), a company within  
the meaning of Companies Act 1956 and having its  
Registered Office at "Bajaj Bhawan", 2nd Floor,  
Jamnalal Bajaj Marg, 226, Nariman Point, Mumbai-  
400021 INDIA, which expression shall include their  
successors and permitted assigns (hereinafter  
referred to as "the Lessor") of the ONE PART

*[Signature]*



*[Signature]*





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क्रम सं० ..... दिनांक 12-12-12

मूल अंकों में 28000 / अंकों में 4 चौरस हजार

0005 नाम केता वजारा इनजी प्रो. लि. सकसदापुर  
निवासी ..... तहसील पुवाया

पदेन स्टाम्प विक्रेता  
उप कोषागार पुवाया



क्रिया क्रिड 46.38000

10000/ 201 19020/ 800  
जी सचमद अयाज वजारा इनजी प्रो. लि. सचमद वजारा इनजी प्रो. लि. निवासी वजारा इनजी प्रो. लि. सकसदापुर तहसील पुवाया जिला शाहजहाँपुर ने आज दिनांक 12-12-2012 को समय 3 व 4 बजे दिन के मध्य कार्यालय उप निबन्धक पुवाया में पेश किया।

उप निबन्धक

पुवाया-शाहजहाँपुर

12-12-2012

सब लखपत का निष्पादन सुब व सनमकर

उपया उपर/नकद पाकर

जी सचमद अयाज वजारा इनजी प्रो. लि. सकसदापुर निवासी वजारा इनजी प्रो. लि. सकसदापुर तहसील पुवाया जिला शाहजहाँपुर ने आज दिनांक 12-12-2012 को समय 3 व 4 बजे दिन के मध्य कार्यालय उप निबन्धक पुवाया में पेश किया।

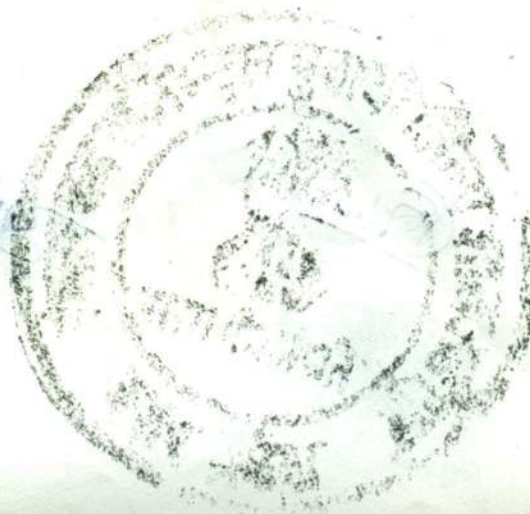
उप निबन्धक पुवाया में पेश किया।

उप निबन्धक पुवाया में पेश किया।

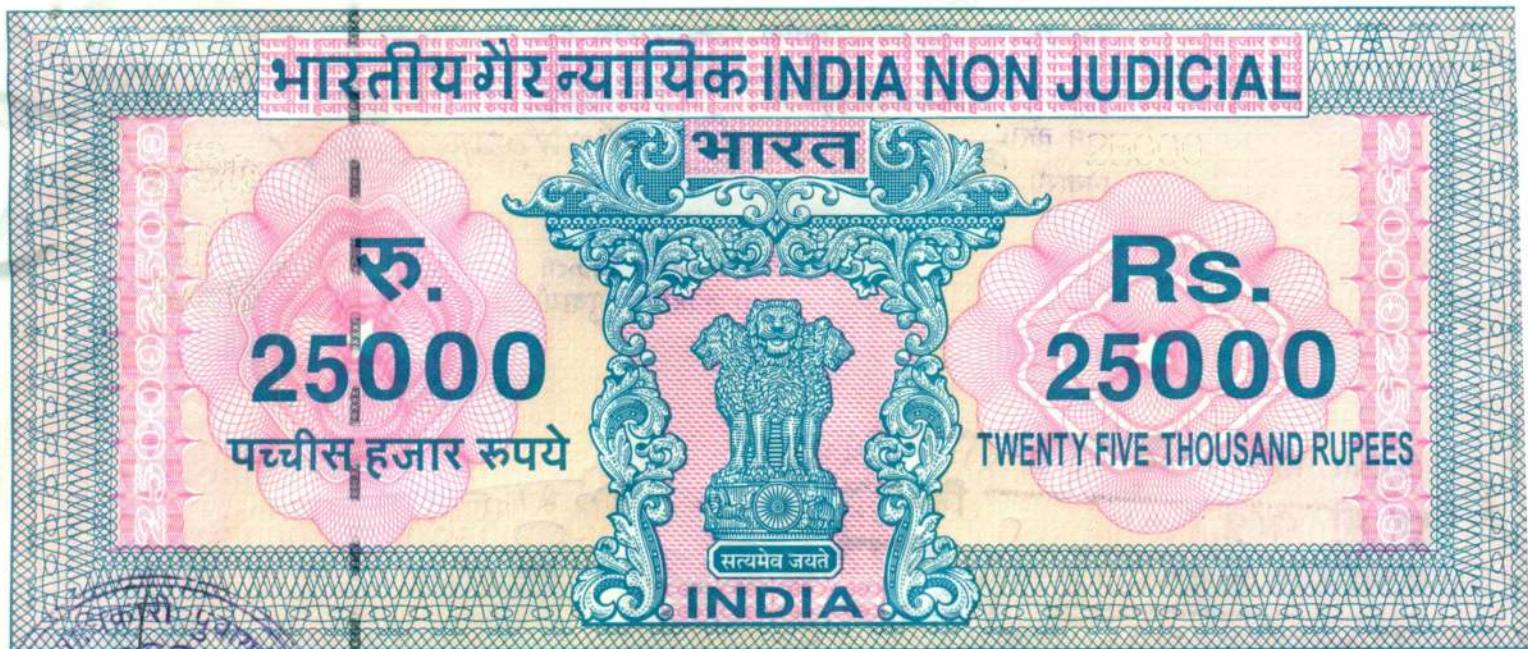
उप निबन्धक पुवाया में पेश किया।

उप निबन्धक पुवाया में पेश किया।

उप निबन्धक पुवाया में पेश किया।







(2)

AND

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M/s Bajaj Energy Private Ltd (BEPL) a Company incorporated under the Companies Act 1956 and having its Registered Office at "Bajaj Bhawan", B-10, Sector-3, Jamnalal Bajaj Marg, Noida-201301, NCR Delhi, which expression shall include its successors and permitted assigns, (hereinafter referred to as "the Lessee") of the OTHER PART

**2-WHEREAS** the Lessee approached the Lessor for giving it the Land available with lessor at its Maqsoodapur unit in District Shahjahanpur (U.P.) as described in the Schedule hereto on Lease for a period of 29 years for setting up / operating of a 90 MW (or such other enhanced capacity as informed by the Lessee to the Lesser) Thermal Power Project (the Project) on the terms and conditions set out herein below for which the Lessor agrees.





कम से 6 दिनों 12-12-12

मूल अंकों में 25000/- में पच्चीस हजार  
नाम केता बलराम

नाम केता बजाज सनजरी प्रोबल मकसदापुर  
निवासी डुवासा

पदेन स्टाम्प बिक्रेता  
उप कोषागार पुकियाँ

बिनाका पहचान श्री. ~~इमरान (बिन)~~  
 पुत्र श्री. ~~वाशुका~~ नि. ~~म. २५/१२/१९८२, हिशारपुरा~~  
 व श्री. ~~दीपक कुमार~~ पुत्र श्री. ~~दी. १२/१२/१९८२~~  
 नि. ~~म. २५/१२/१९८२, हिशारपुरा~~

४५-निबन्ध

पुस्तक - साहजिक

12-12-2012

*CS*

*[Handwritten signature]*

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~~Pongwarin~~

आशा है कि यह प्रकाश होवे ।  
वि.स. विद्यापीठानुसार लिखे गये ।

५५-निबन्ध

सारांश - प्रत्यक्ष





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**AND WHEREAS** The Land described in Schedule is owned by the lessor i.e. BHL at its Maqsoodapur unit situated in Village Maqsoodapur, Pargana and Tehsil Powayan, District Shahjahanpur in the State of Uttar Pradesh.

**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 purposes aforesaid for a term of 29 years starting from **01 July, 2012;**

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## 2. Consideration:

The Lessee has paid a sum of Rs.4375000/- (Rupees Forty Three lacs Seventy Five thousand only) as one time premium. The Lessee shall further pay a sum of Rs. 43750/- (Rupees Forty Three thousand Seven hundred and Fifty only) as annual rent. The Lease rent for the first year has been paid by the Lessee and the rent for the future years shall be payable on 1<sup>st</sup> April of each subsequent years.

## 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 hereinbefore appointed.







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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.

iii) 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 purposes aforesaid 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.

That the Lessee shall not part with or otherwise by any act or deed procure "the Land" to be





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assigned, transferred, or its possession parted with unto any person(s) for whatsoever reason without the prior consent of the Lesser, except in case of creation of charge/mortgage/encumbrance/lien by Lessee in favour of any bank or financial institution including the Lenders who may provide financial assistance to the Lessee for setting up / operating the Project.

#### 4. Lessor's Covenants

The Lessor hereby covenant with the lessee as follows:

- i) 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

*[Signature]*

*[Signature]*





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said term in the manner aforesaid without any unlawful interruption or disturbance by the Lessor or any person or person whomsoever;

- 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 Lessor shall not have any objection whatsoever to the creation of charge/mortgage/encumbrance/lien on the Land by Lessee in favour of any bank or financial institution including the Lenders who