

I 9412 2010



[Signature]

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This Indenture of Lease is entered into on this 15th day of September, two thousand ten.

BETWEEN

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

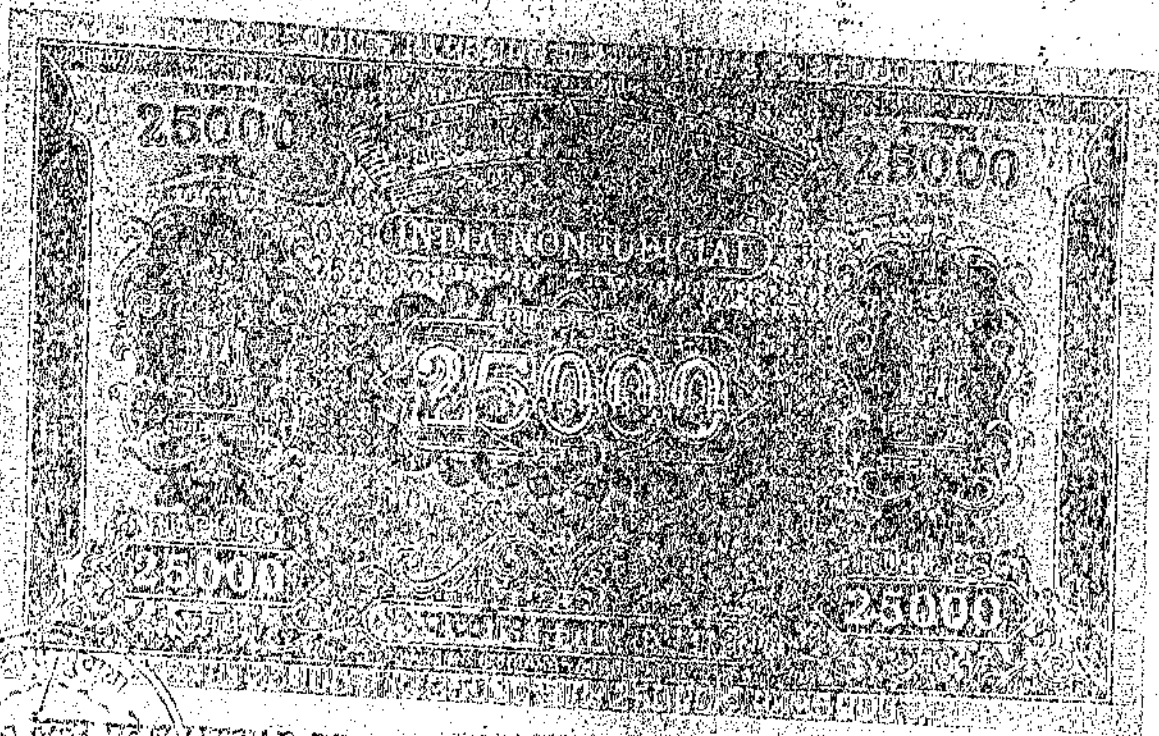
AND

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, Jamnadas Bajaj Marg, 226, Nariman Point, Mumbai-400021 INDIA, which expression shall include its successors and permitted assigns (hereinafter referred to as "the lessee") of the OTHER PART

[Signature]

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A circular, heavily degraded stamp or seal, possibly a library or archival mark, with illegible text and a central emblem. The image is extremely grainy and lacks fine detail, but a circular border and a central circular area are discernible.



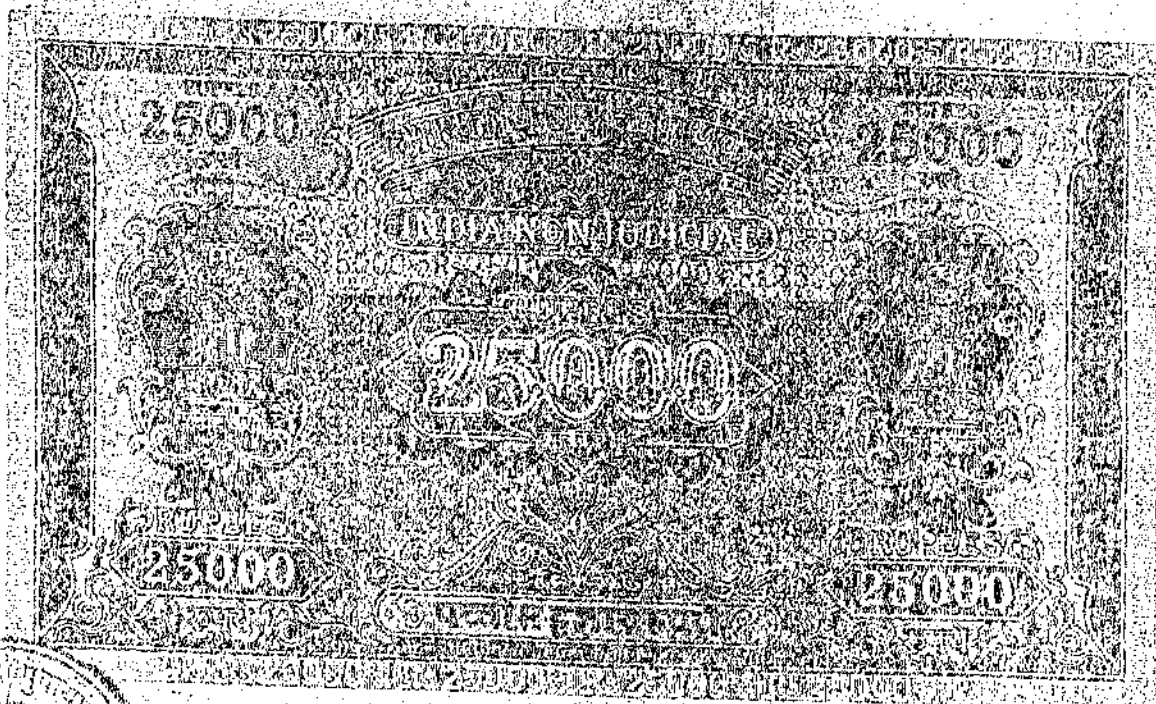
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WHEREAS the Lessee approached the Lessor for giving if the Land available with Lessor at its Maqsoodapur unit in District Shahjahanpur (U.P.) as described in the Schedule hereto, on lease for a period of 19 years for the siting, construction and operating of a 90 MW (or such other enhanced capacity as informed by the Lessor to the Lessee) Thermal Power Project (the Project) on the terms and conditions set out herein below for which the Lessor agrees:

AND WHEREAS The Land described in Schedule is owned by the Lessor i.e. E.P. at its Maqsoodapur unit situated in village Maqsoodapur, Pargana and Tehsil Ferozganj, District Shahjahanpur in the State of Uttar Pradesh.

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25-9-2010



UTTAR PRADESH

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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.

2. Consideration:

The Lessee has paid a sum of Rs. 57,17,572 (Rupees fifty seven lakhs seventeen thousand eight hundred seventy two only) as one time premium.

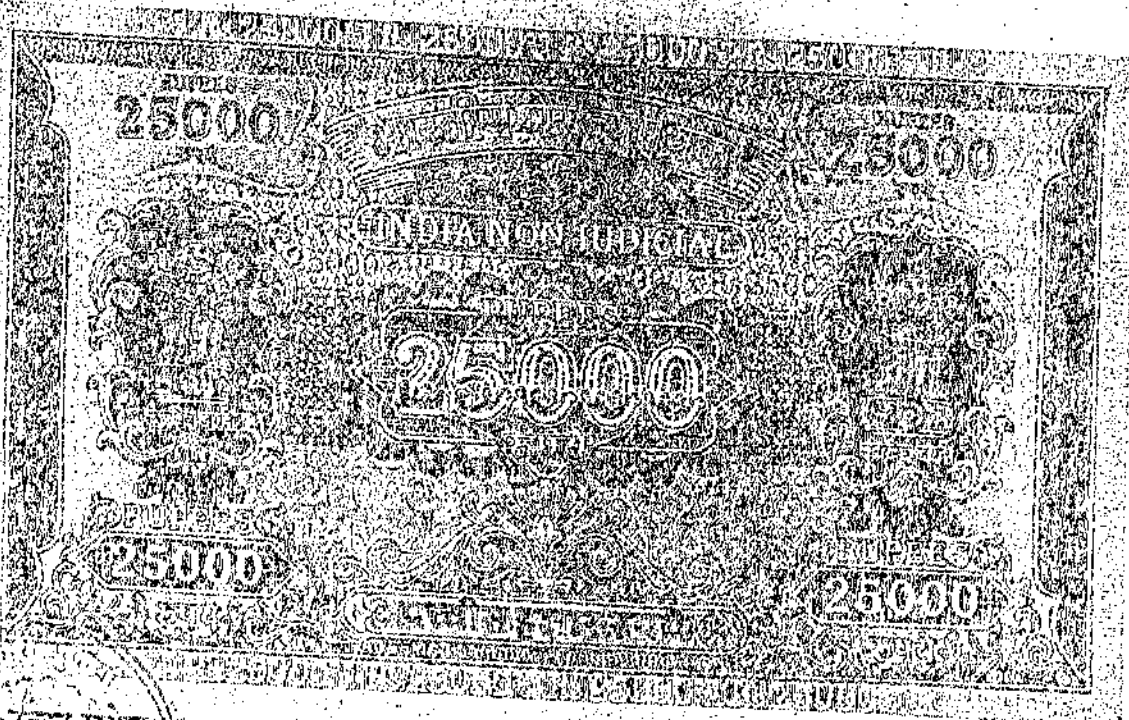
The Lessee shall further pay a sum of Rs. 6,54,252 (Rupees six lacs fifty four thousand nine hundred fifty two only) as annual rent (1% of the circle rate). The Lease rent for the first year has been

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क्र. ५५ दिनांक २६-९-१०
मूल क्रमांक २०००
नाम श्री ५५/१०/१०
पिता का नाम श्री ५५/१०/१०
आदि का नाम श्री ५५/१०/१०

श्री ५५/१०/१०
श्री ५५/१०/१०





UTTAR PRADESH

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paid by the Lessee and the rent for the future years shall be payable on 1st April of each subsequent year.

3. Lessee's Covenants

The lessee hereby covenants with the Lessor as follows:

- i) That I will during the said term pay to the Lessor the yearly rent hereby reserved on the day and in the manner hereinbefore appointed.
- ii) That the Lessee shall allow the Lessor or its agents etc. at the convenient hours of 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 form 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.

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पुस्तकालय निदेशिका
उप-निदेशिका पुस्तकालय



उत्तर प्रदेश

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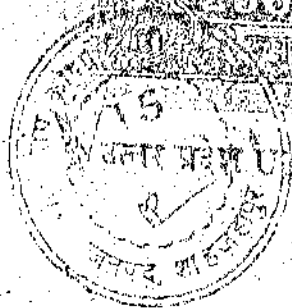
- iv) That the Lessee shall take all necessary permissions, authorizations, NOCs etc from respective departments and authorities as shall be required under the applicable Acts and Rules for the purpose for which this lease deed is executed.
- v) That the Lessee shall not part with or otherwise by any 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, except in case of creation of charge/mortgage/encumbrance/lender by Lessee in favour of any bank or financial institution including the lenders who may provide financial assistance to the Lessee for setting up and operating the Project.

[Signature]

प्राप्त सं० ५५ दिनांक २३.११.००
मुद्रा सं० २५८००
नाम के० राजेश कुमार शर्मा
पिताजी राजेश कुमार शर्मा

पदेन स्टाफ अधिकारी
उप निरीक्षक मुद्रा





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4. Lessor Covenants

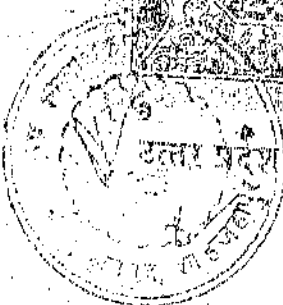
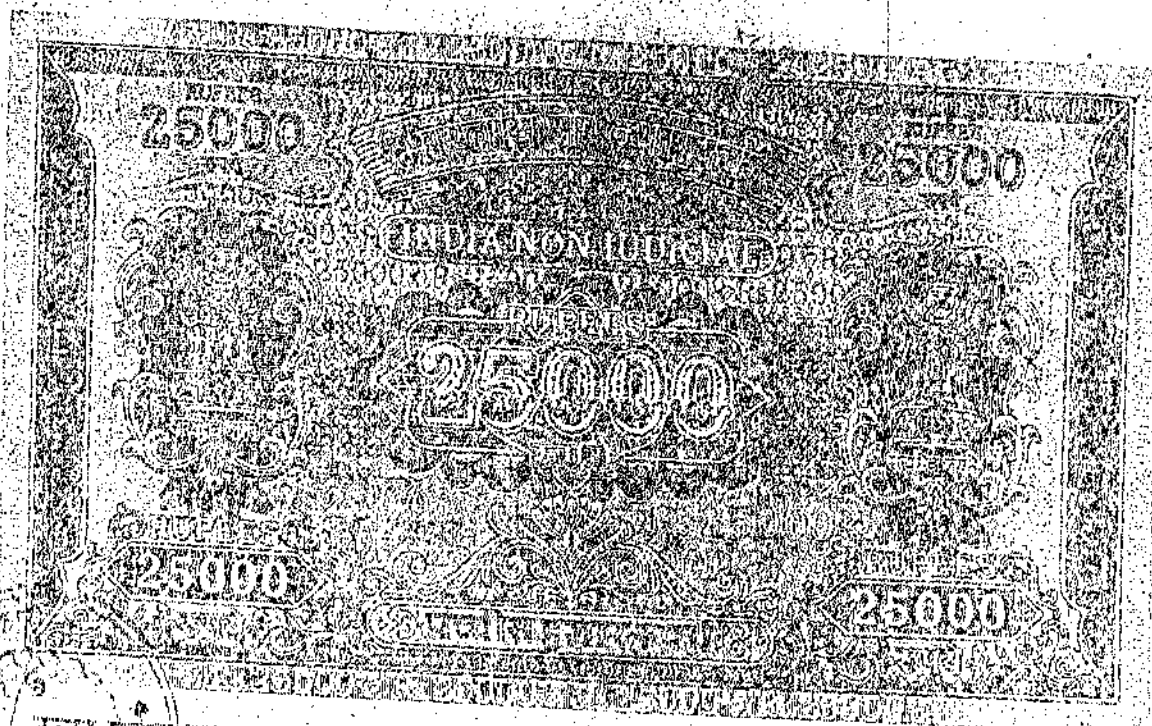
The Lessor hereby covenant with the lessee as follows:-

- 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 said term in the manner aforesaid without any unlawful interruption or disturbance by the Lessor or any person or person whatsoever.
- 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.

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उम सं० ४४ दिनांक २५-११-०
मूल क्रमांक २४४४० दिनांक २५-११-०
नाम राजेश कुमार (सं० ४४४०) काज इनरी जवाहीर
पिता राजेश कुमार

पुस्तक दिनांक
पुस्तक दिनांक





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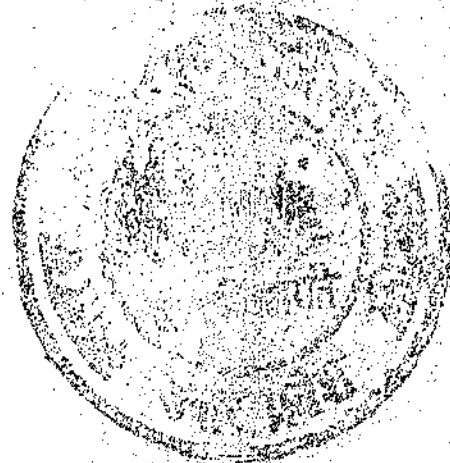
- 5) That the Lessor shall not have any objection whatsoever to the creation of charge/mortgage/encumbrance/lien on the land by Lessee in favour of any bank or financial institution including the Lenders who may provide financial assistance to the Lessee for setting up and operating the Project

The Schedule hereinbefore referred to:

All the pieces and parcels of land admeasuring 16.335 Acres (i.e. 66,157.75 sq. mtrs.) situated in Village Maqoodapur, Tehsil and Pargana Pawayan, District Shahjahanpur, comprised in the Gata Nos. as stated hereinafter:

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पदम् स्थापयित्वा
अथ पञ्चाङ्गान् स्थापयामास





06AA 018773

(A)

Gata No.	Khasra No.	Area	
		(in Acres)	(in Sq. Mtrs.)
28	374/28	0.40	1620.00
30	388/30	0.32	1296.00
40	358/40	9.21	25155.00
41	091/41	3.68	12474.00
42	038/42	2.04	6262.00
43	374/43	0.78	3150.00
Total of Gatas		13.53	31561.00

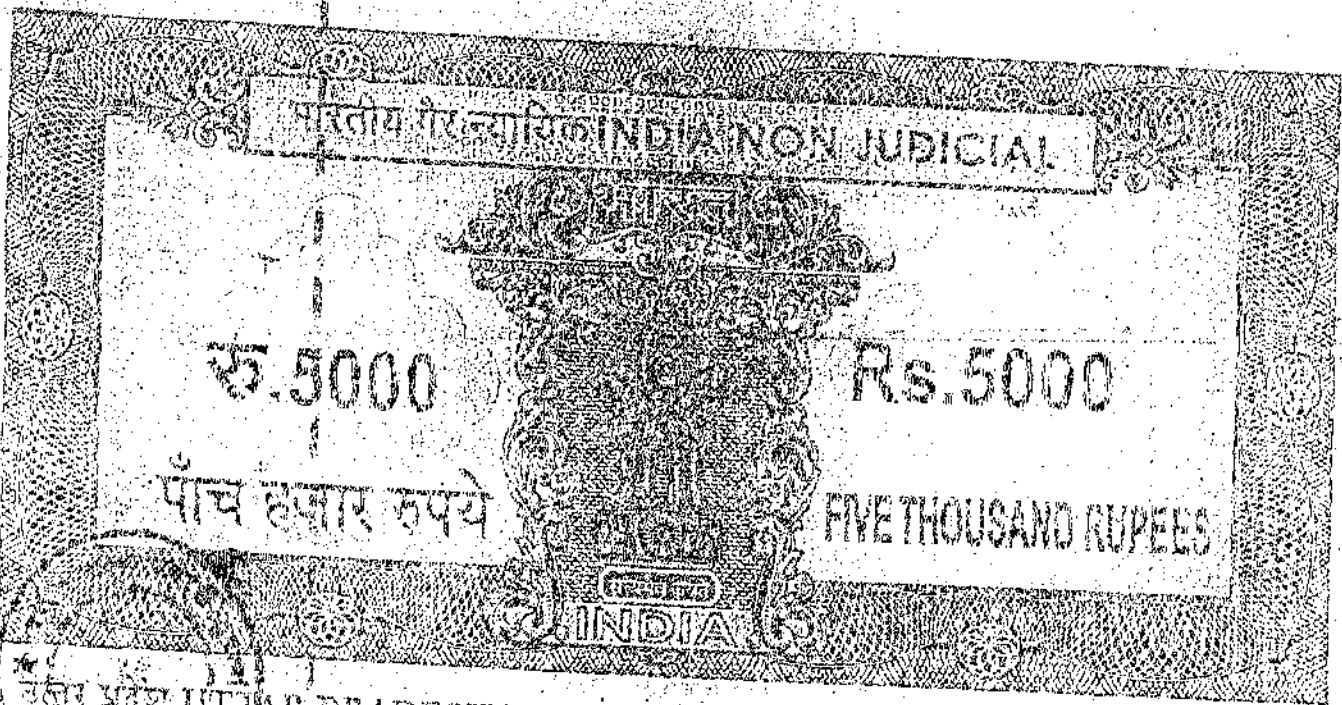
The land being bound to its sides by the following:

North: Sugar Factory, Bajaj Hindusthan Limited
 South: Sugar Factory, Bajaj Hindusthan Limited and road
 East: Sugar Factory, Bajaj Hindusthan Limited
 West: Sugar Factory, Bajaj Hindusthan Limited

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५५ दिनांक २५-१-८०
 मूल क्रमांक १५०००/१५०००/१५०००
 नामित व्यक्ति राजेश कुमार (पुत्र राजेश कुमार)
 पता राजेश कुमार II फ्लोर इन्डिया २२६ नवम्बर २०१२ मुम्बई
 पदम राजेश कुमार
 राजेश कुमार राजेश कुमार





K. 753229

(B)

Gata No.	Khasra No.	Area	
		In Acre	In Sq. Mtrs.
54 M	2/54M	3.005	12170.25
Total of Gata		3.005	12170.25

The land being bound to its sides by the following:

North: Land owned by State (Gata No. 52).

South: Road owned by State

East: Land owned by State (Gata No. 73/1).

West: Sugar Factory, Bajaj Hindusthan Limited

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25-9-10

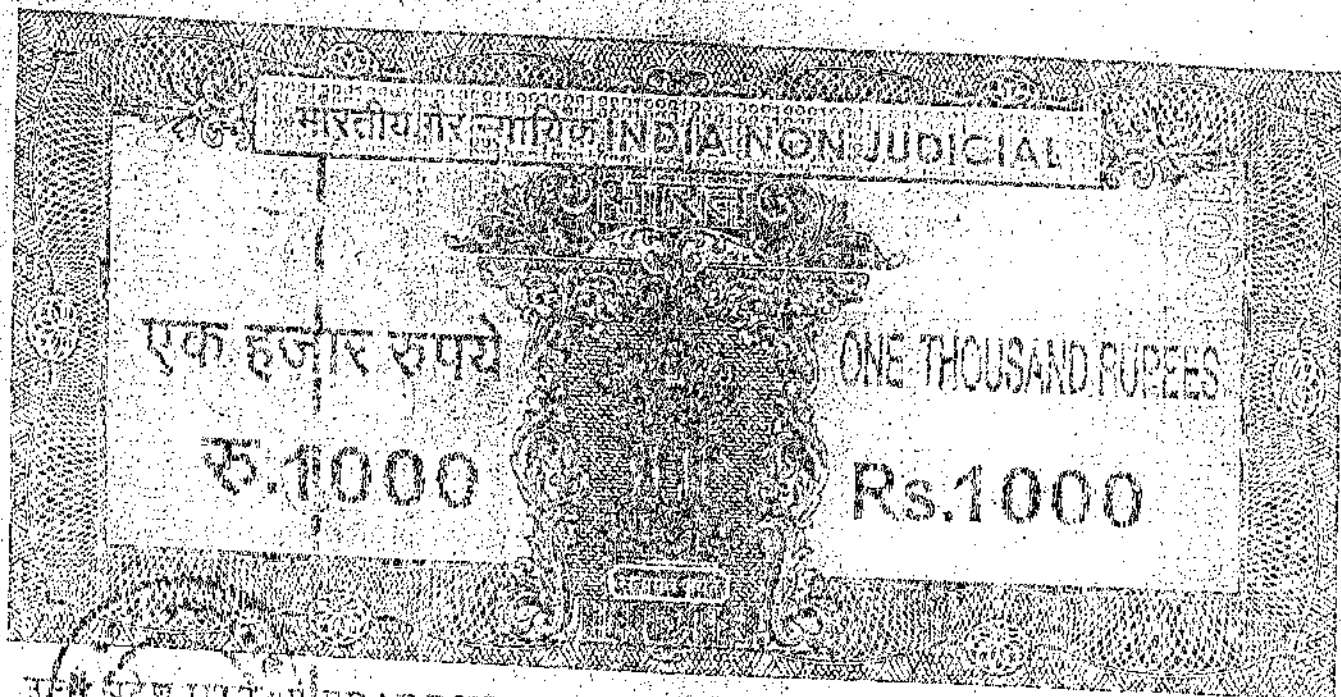
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UTTAR PRADESH

K-629588

(C)

Gata No.	Khasra No.	Area	
		In Acre	In Sq. Mtrs.
78	350/78	0.500	2025.00
Total of Gata		0.500	2025.00

The land being bound to its sides by the following:

North: Nala.

South: Gata No. 80.

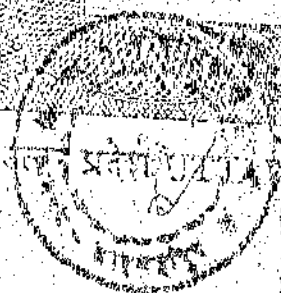
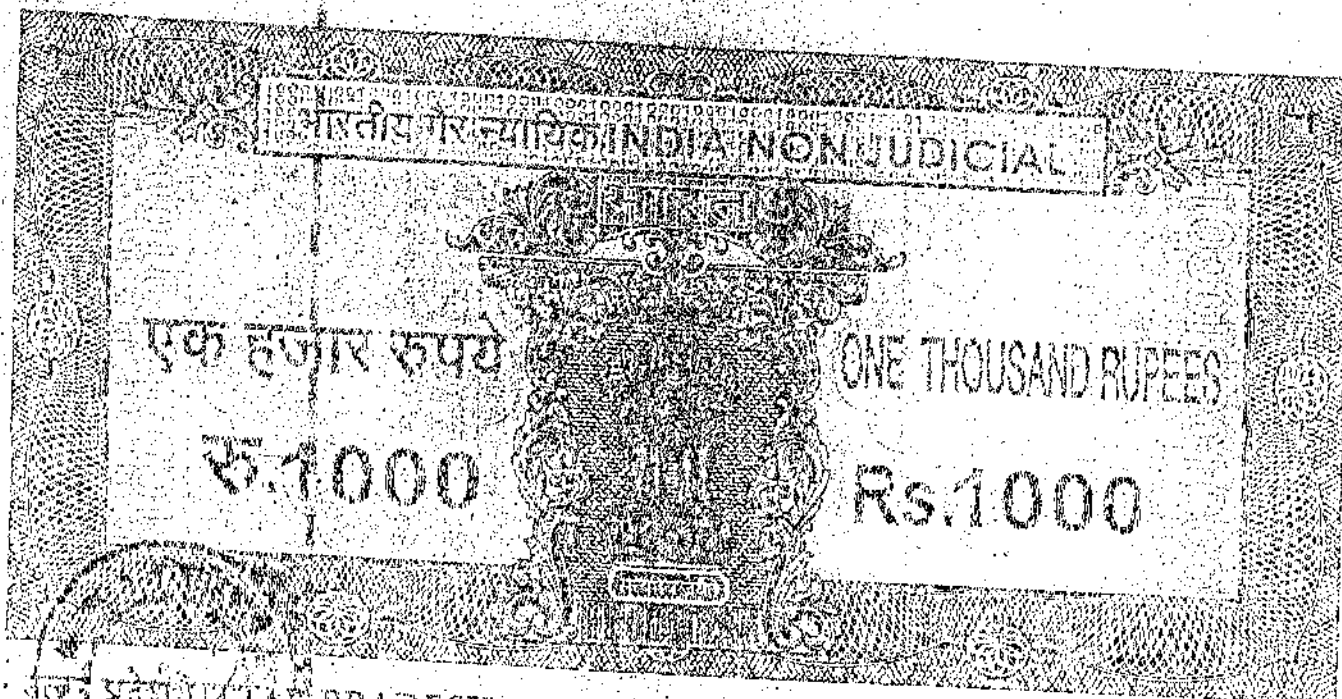
East: Land owned Aloib Singh & Jagdeo Singh (East Gata No. 79).

West: Gata No. 76.

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उत्तर प्रदेश

K-629589

Particulars	Areas	
	In Acres	In Sq. Mtrs.
Total of 8 Gatas (As in Table A)	12.83	51961.54
Total of 1 Gata (As in Table B)	3.005	12170.25
Total of 1 Gata (As in Table C)	0.500	2016.00
GRAND TOTAL of 8 Gatas as in Table (A) + (B) + (C)	16.335	66147.75 (SAY : 63.57)

The land described herein has already been declared for use
other than agriculture.

[Signature]

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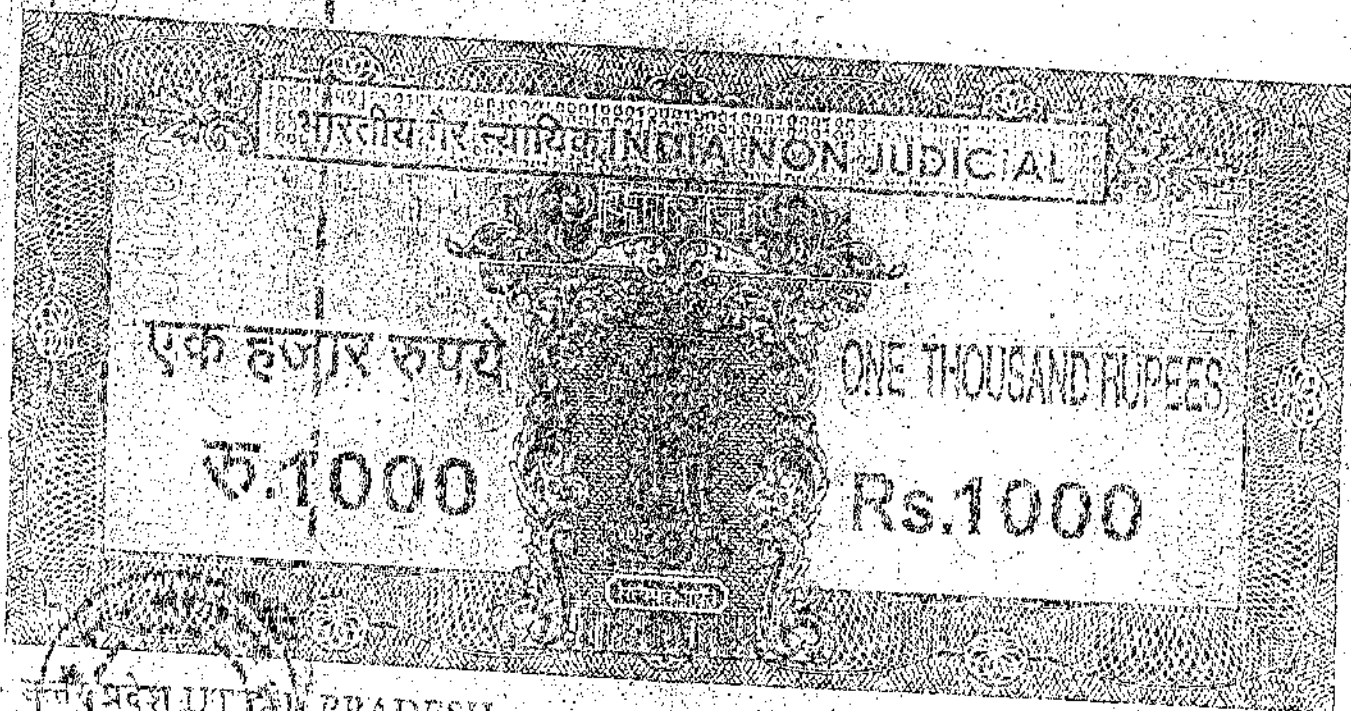
25-9-10

ମହାଶୟ ଶ୍ରୀମତୀ (ସ୍ତ୍ରୀ) ଶ୍ରୀମତୀ ଶ୍ରୀମତୀ ଶ୍ରୀମତୀ
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UTTAR PRADESH

K 629590

IN WITNESS WHEREOF THIS LEASE DEED is being signed on the day
and the year first above written at Pawaya by the
Parties in presence of the witnesses.

For and on behalf of the Lessor, Witness: 1)

BAJAJ HINDUSTHAN LIMITED

[Signature]

(R. B. Sharma)
(AUTHORISED SIGNATORY)
Authorised Person

[Signature]
(S. A. W. Klemm)
370 Shri. S. M. H. Klemm
RML Magdalenapur
Shahjahanpur

For and on behalf of the Lessee, Witness: 2)

BAJAJ ENERGY PRIVATE LIMITED

[Signature]

(SANJOY SHARMA)
(AUTHORISED SIGNATORY)
Manager

[Signature]
370 Shri. S. M. H. Klemm
RML Magdalenapur
Shahjahanpur

Drafted by
[Signature]
Page 1

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[Faint handwritten text and stamps, including a signature and date]



पदस्थानादि विवरण

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The image contains five circular diagrams arranged horizontally, illustrating the stages of fingerprint development. Each circle represents a fingerprint on a surface. From left to right: 1. A latent print, appearing as a faint, textured oval. 2. A print with some initial development, showing more defined ridges. 3. A more developed print with clear ridge patterns. 4. A print with very clear, dark ridges. 5. A fully developed, high-contrast print. A small, thin object, possibly a needle or a fine brush, is shown touching the bottom right corner of the fifth circle.

प्रस्तुतकर्ता / विक्रेता / अभिलेख के हस्ताक्षर

गर्वे राज्य के अंगुठियों के सिद्ध - जि. शाहजहाँपुर - न. ह. लुण्ठ प.

A horizontal row of five circular fingerprints, each enclosed in a thin black circle. The prints show varying degrees of ridge detail and orientation.

विकेला / स्लेज के इन्साक्षर

संख्या ५५३३
दिनांक ६/१२/५९
पुणे जिल्हा
जिल्हा अधीक्षक कार्यालय

सहायक निदेशक
पुणे जिल्हा

