

10915/2010

2010

भारत गणराज्य INDIA NON JUDICIAL

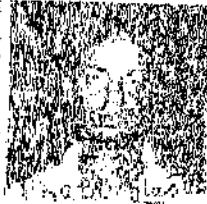
25000

पच्चीस हजार रुपये

Rs.

25000

TWENTY FIVE THOUSAND RUPEES



उत्तर प्रदेश UTTAR PR.

744269

This Indenture of Lease is entered into on this September month of 2010

BETWEEN

M/S Bajaj Hindusthan SUGAR & INDUSTRIES Ltd. (BHSIL),
the company incorporated under the Companies Act 1956 and
having its Registered Offices at "Bajaj Bhawan", 200 Floor,
Jawahar 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

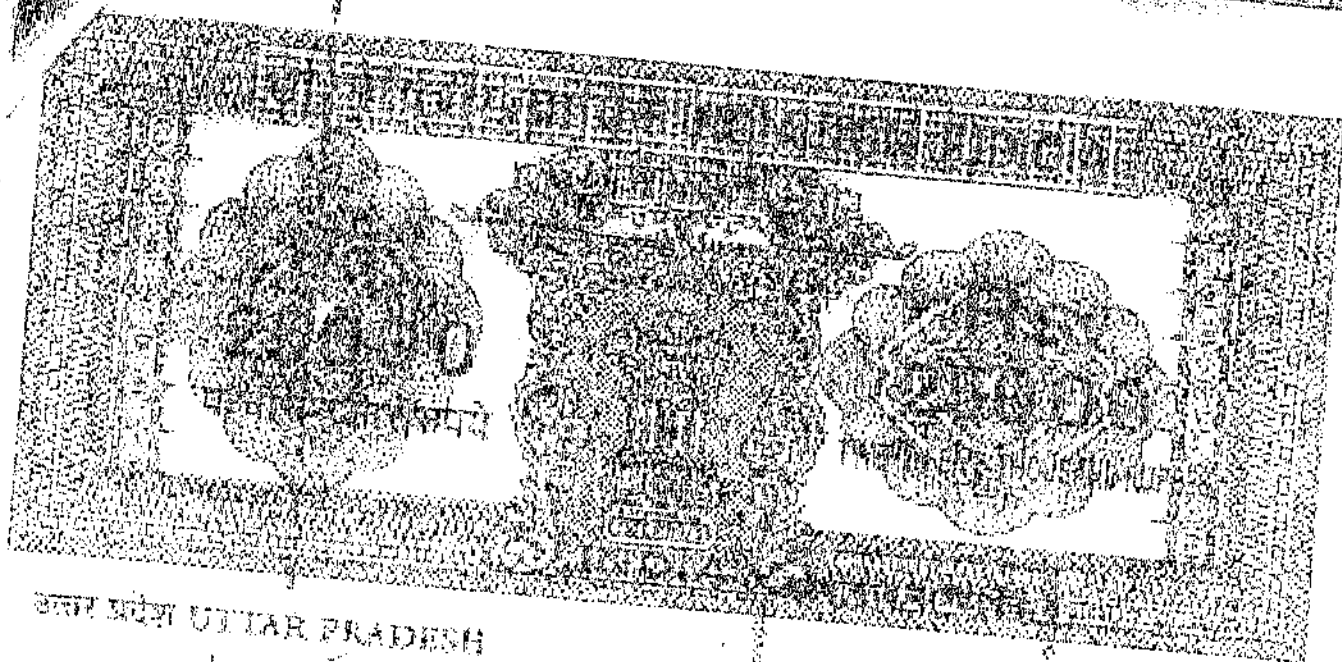
Signature
Ganesh Singh



Signature

(Saurabh Reddy)





उत्तर प्रदेश UTTAR PRADESH

-02-

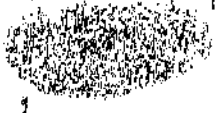
27

A 744270

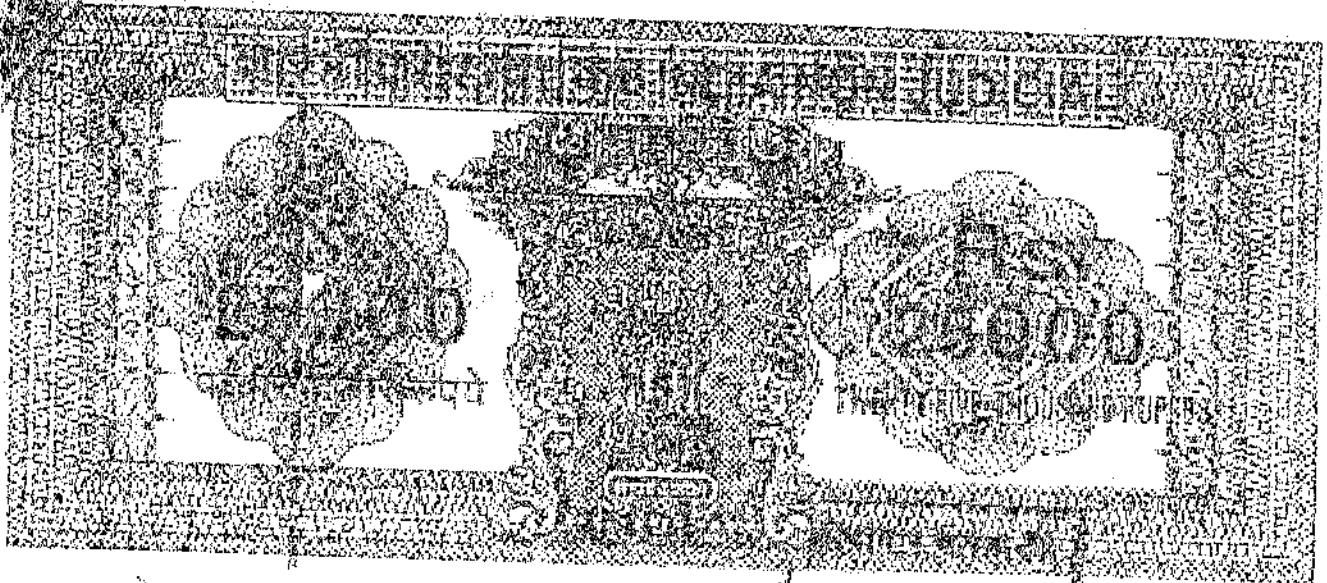
AND

मुख्य कोषाधिकारी
लक्ष्मी

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, Jangpeta Bajaj Marg, 225, 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]
(Sanjay Pathak)


[Signature]
(Ganesh Singh)

STATE OF UTTAR PRADESH

- 03 -

27 AUG 1983

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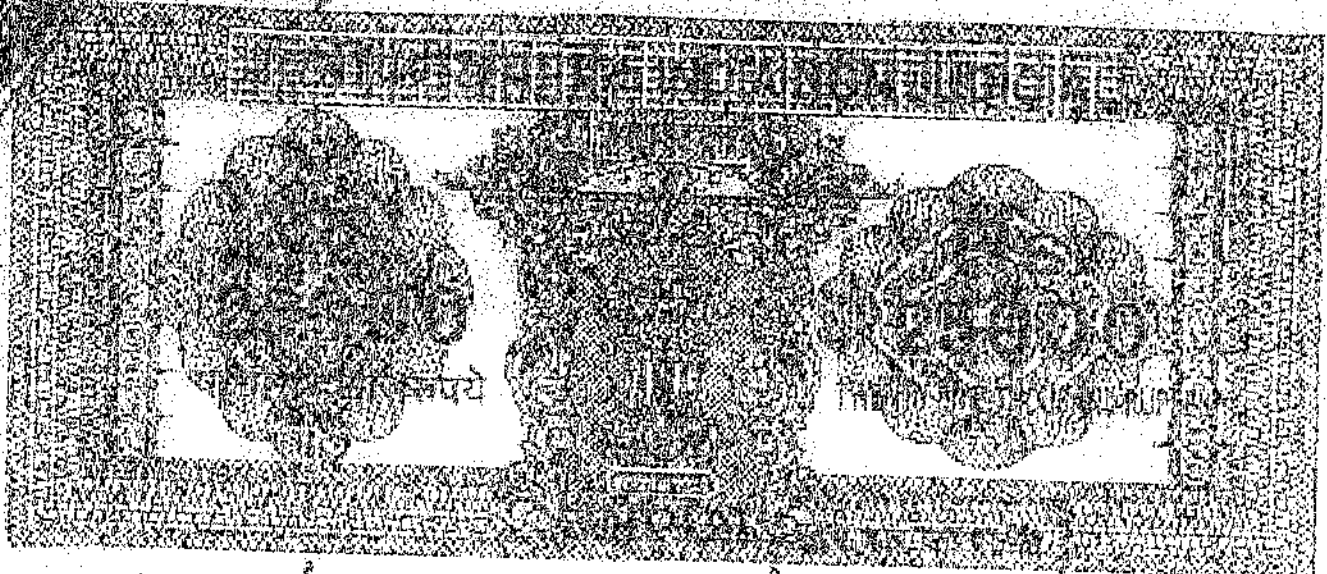
मुख्य कार्यालय

WHEREAS the Lessee approached the Lessor for giving it the Land available with lessor at its Kundarkhi unit in District Gondia, as described in the Schedule hereto on Lease for a period of 29 years for setting up and operating of a 90 MW (or such other enhanced capacity as may be informed by the Lessee to the Lessor) Thermal Power Project (the Project) on the terms and conditions set out hereinbelow for which the Lessor agrees.

(Signature)
(Secretary, Gondia)

(Signature)
(Secretary, Gondia)





उत्तर प्रदेश UTTAR PRADESH

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मुख्य कमिश्नर
पंजाब

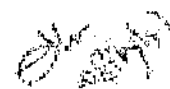
AND WHEREAS Land described in Schedule are owned by the
lessor i.e. BHSIL at his Kundarkhi unit in District Gonda (U.P.) -

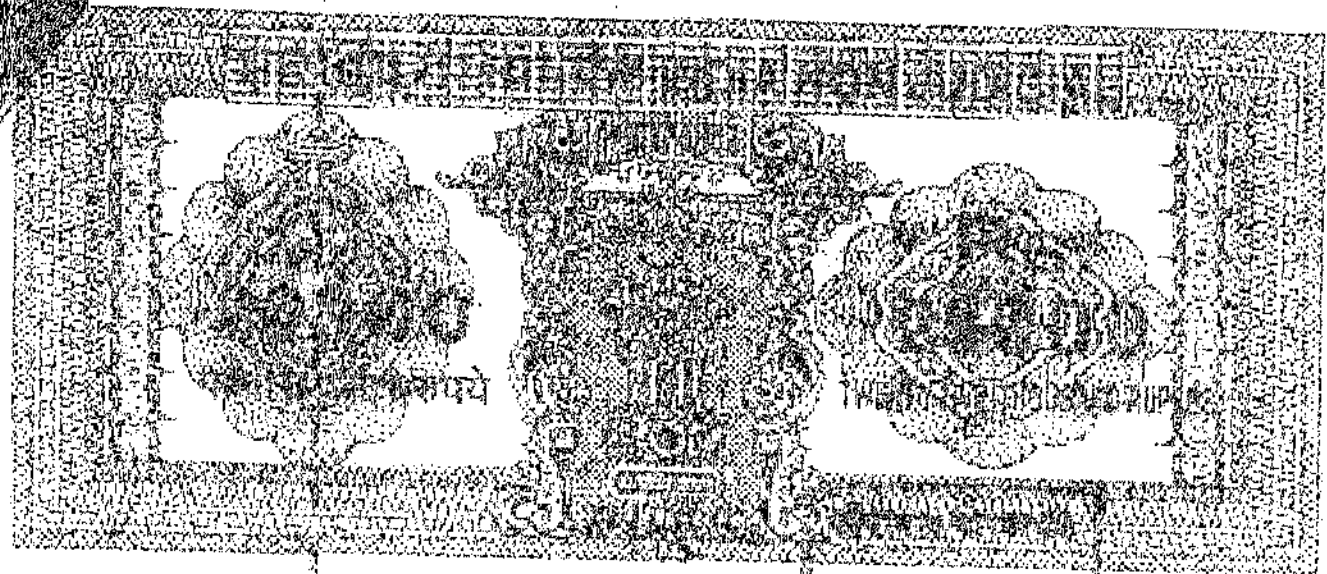
NOW THIS DEED OF LEASE WITNESSES AS UNDER:

1. Demise of Land

The Lessor hereby demises unto the lessee the land described in
the schedule hereto (hereinafter called "the Land", which


(Sanyal Puthak.)



(Sanyal Puthak.)

भारत सरकार का निदेशावली संख्या 1744275
सूचना संख्या 1744275

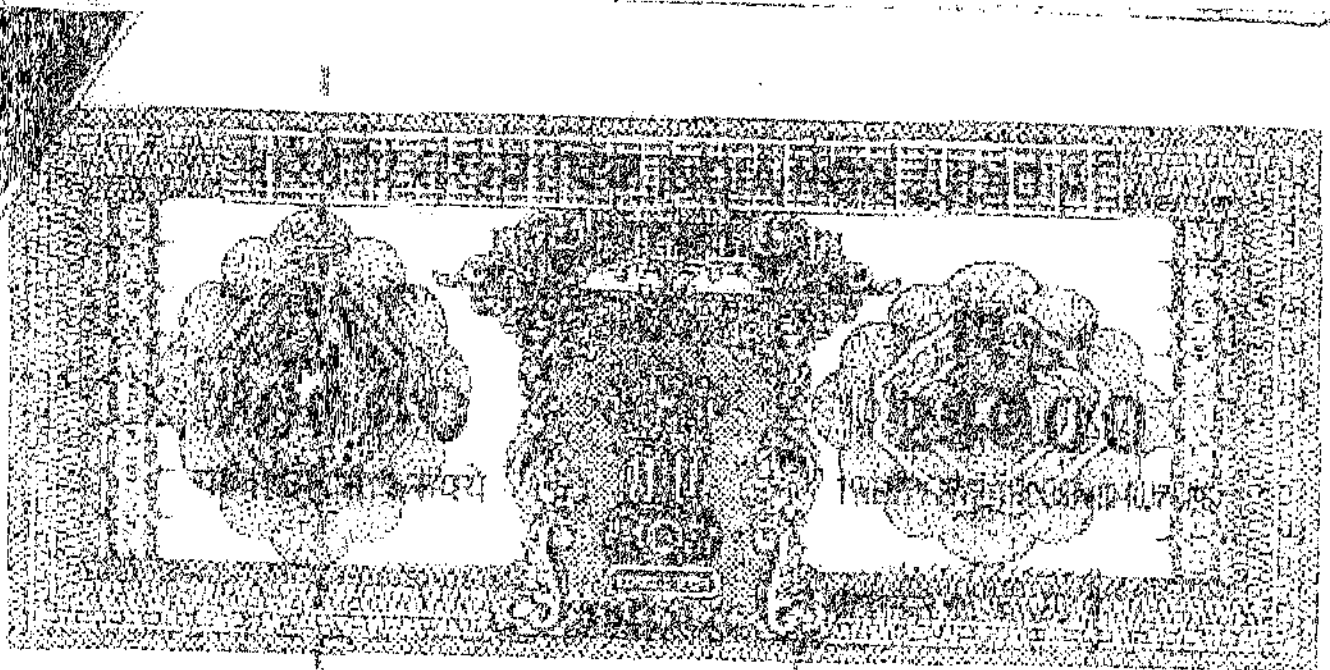
may be) TO HOLD the Land for the purpose of setting up the
Project and its operation for a term of 29 years starting from 1st
day of July 2010;

2. Consideration:

The Lessee has paid a sum of Rs. 1,74,57,663 lacs (Rupees
one crore seventy four lac fifty seven thousand six hundred sixty
three only) as one time premium.

(Signature)
(Sanjay Pathak)

(Signature)
(Sanjay Pathak)



उत्तर प्रदेश UTTAR PRADESH

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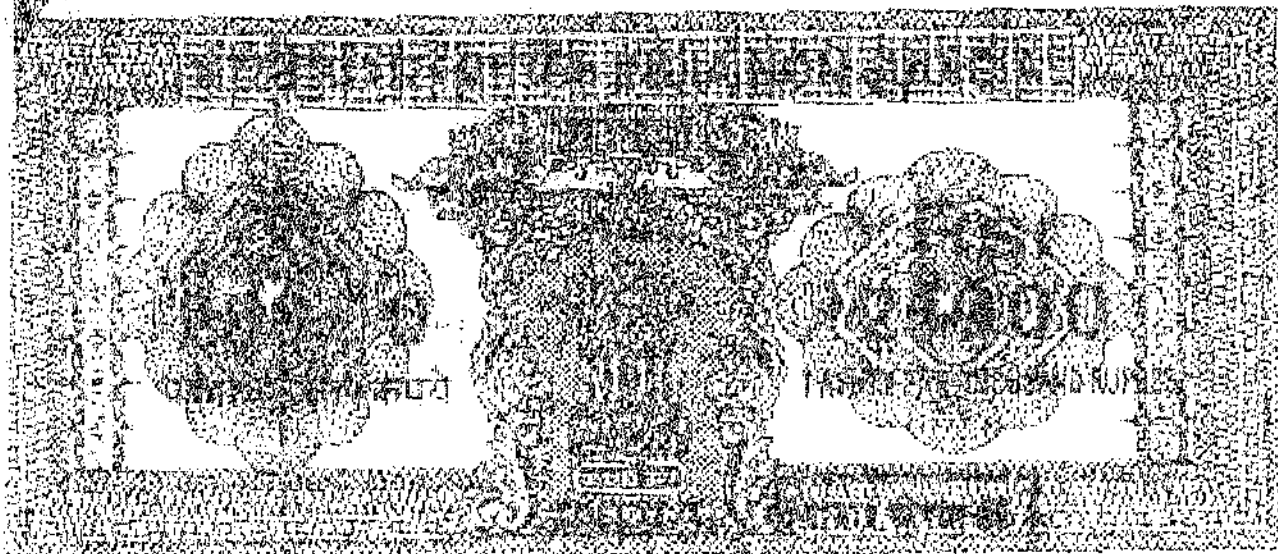
- 05 -

The Lessee shall further pay a sum of Rs. 4,77,650 (Rupees
Four [sic] Seventy Seven thousand Six hundred Fifty 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.

(Signature)
(Sourajy Khatun)

(Signature)
(Sourajy Khatun)





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3. Lessee's Covenants

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 hereinbefore appointed.
- ii) That the Lessee shall allow the Lessor or its agents etc. at

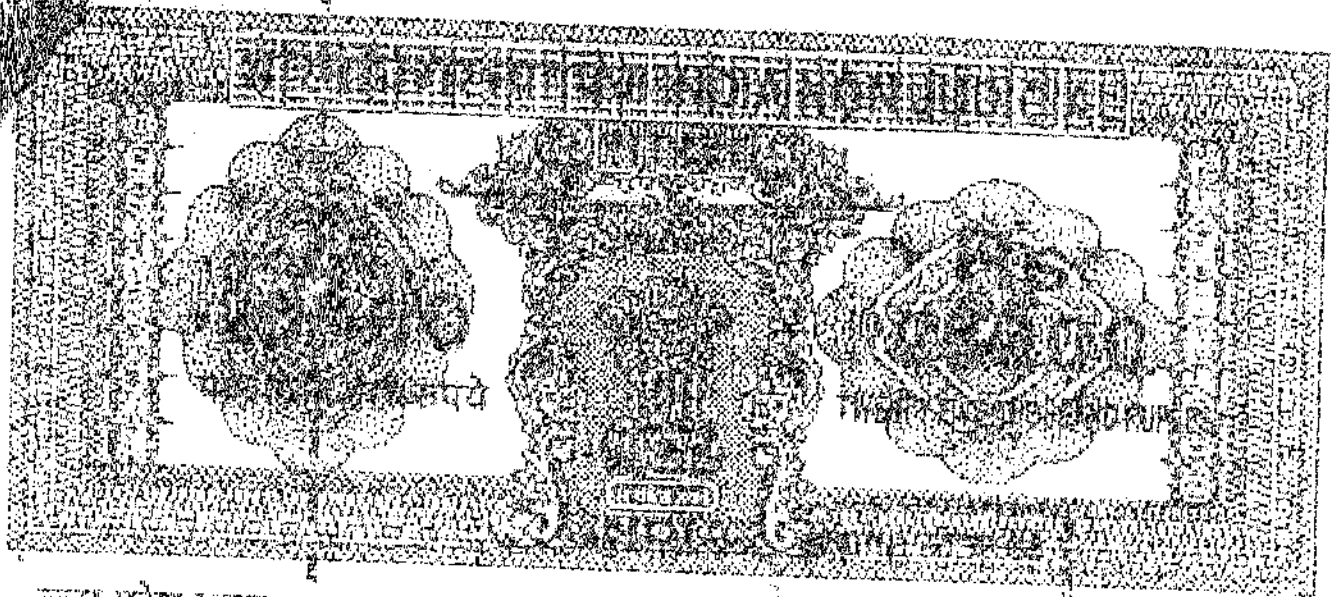
[Signature]

(Cessionary (attest.))

[Stamp]

[Signature]
(Power of Attorney)

[Stamp]



भारत गणराज्य UTTAR PRADESH

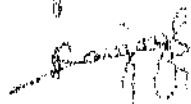
-08-

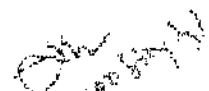
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at the convenient hours at the day time to enter into and

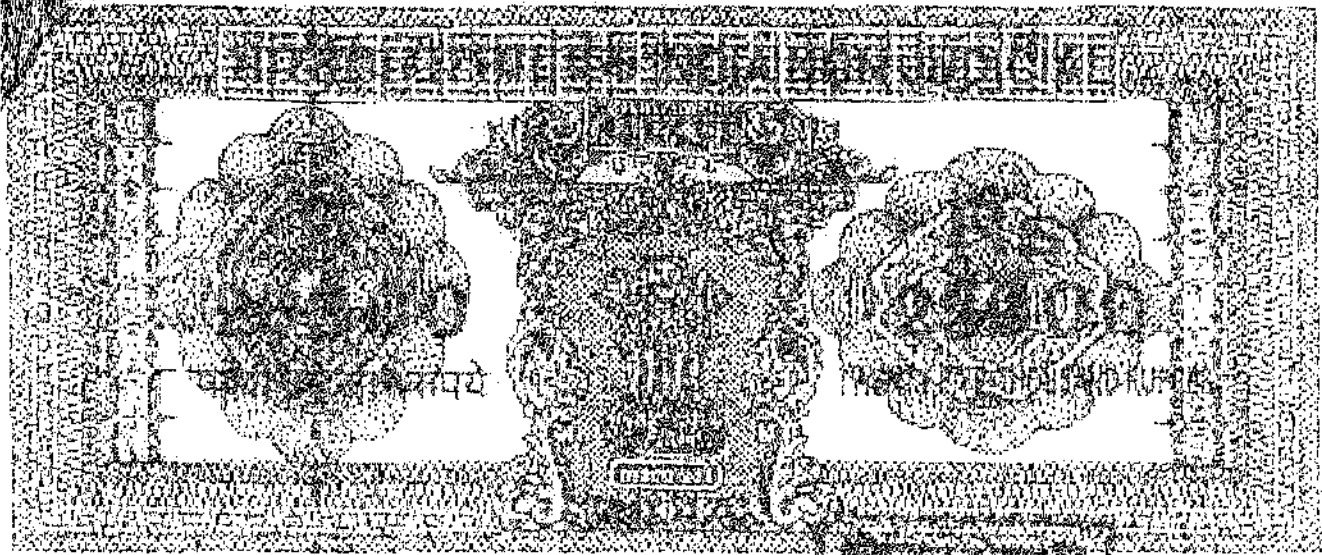
upon "the Land" and view and examine the state of condition thereof.

- (ii) 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.


(Sanjay Pathak)


(Anoop Singh)

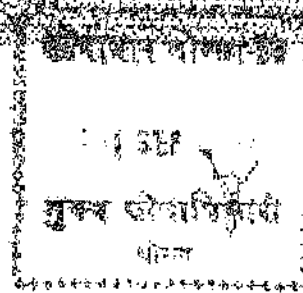




उत्तर प्रदेश UTTAR PRADESH

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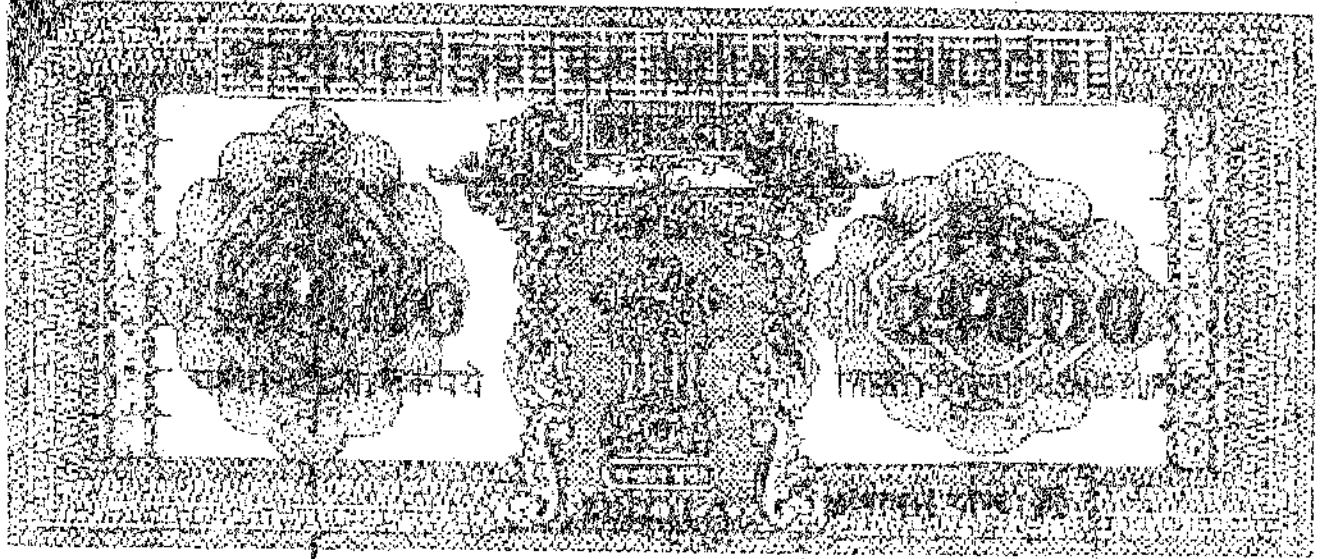
-99-



- 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.

Sanjay
(Sanjay Pathak)

Chh
(Chh)



भारत प्रजापति प्रदेश

that the Lessee shall not part with or otherwise by any act

भारत प्रजापति प्रदेश

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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/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 and operating the Project.

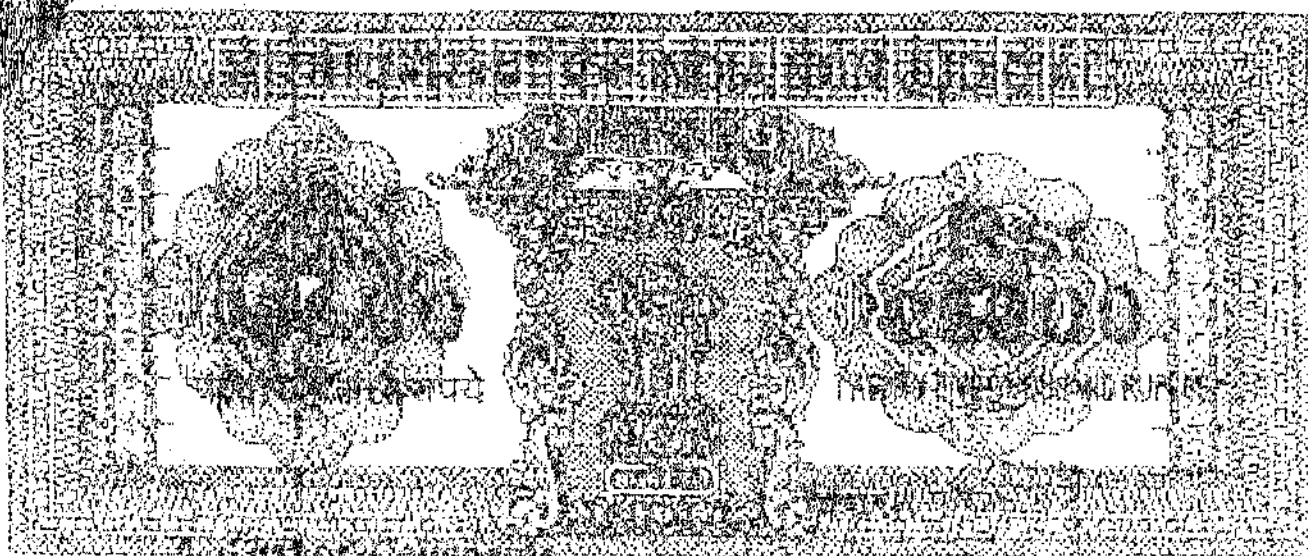
Sanjay

(Sanjay Pathak)



Sanjay Pathak





संरक्षित उत्तर प्रदेश

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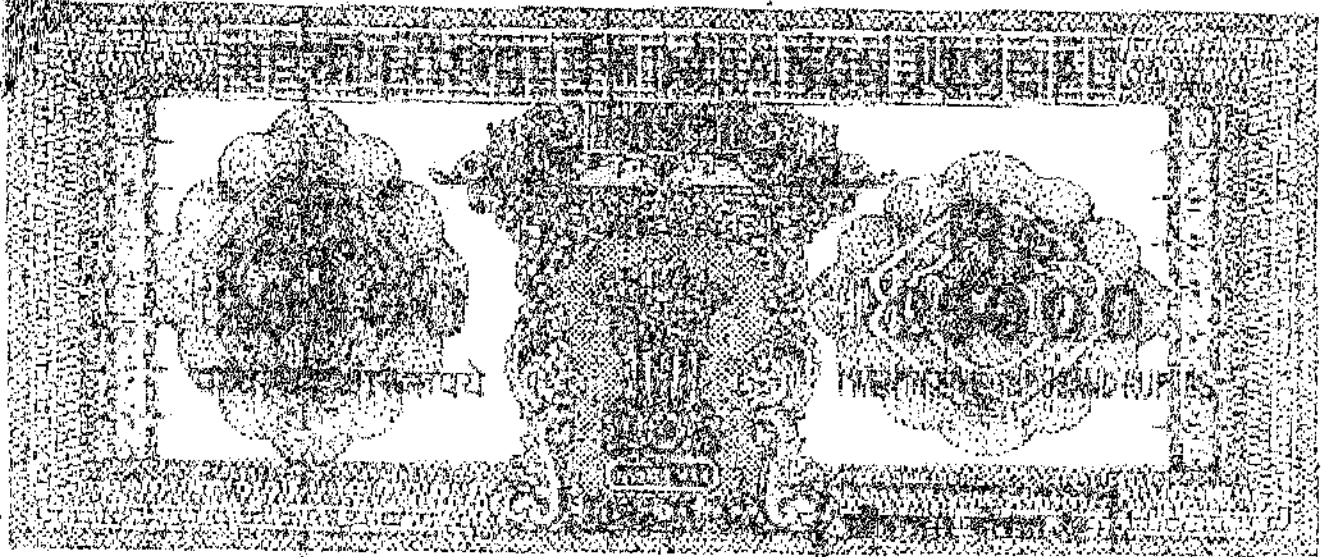
The Lessor hereby covenant with the lessee as follows

- 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

Sanjay

(Sanjay Pathak)

Sanjay
(Sanjay Pathak)



उत्तर प्रदेश UTTAR PRADESH

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

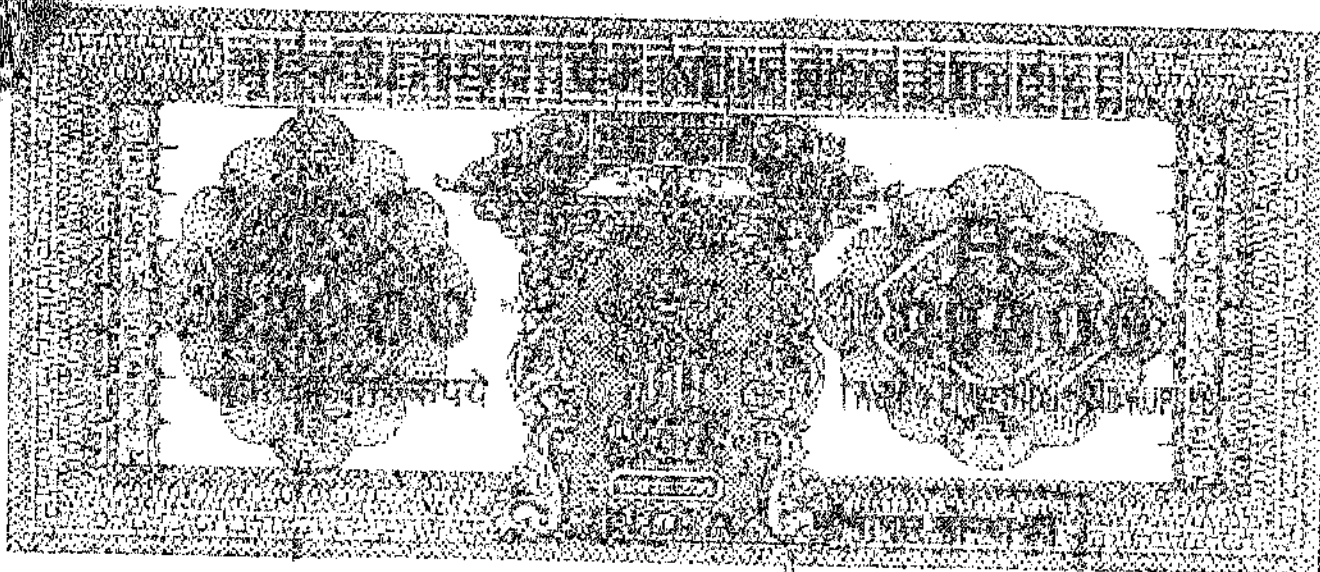
- ii). That the Lessor shall discharge all their obligations
regarding any liability if so arises pertaining to the ownership
of the Land and or any mortgage, encumbrance etc.

(Signature)

(Saurav Pathak)

(Signature)
Omoo/04/19





उत्तर प्रदेश UTTAR PRADESH

1 SEP 1971

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मुख्य मंत्रालय

गोरखपुर

-12-

(ii) 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

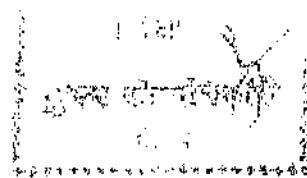
(Signature)
(Sanjay Pathak)

(Signature)
(Anand)





भारत उत्तर प्रदेश

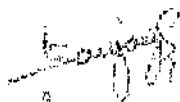


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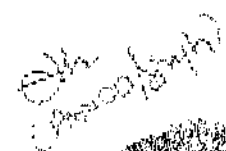
-14-

The Schedule hereinbefore referred to:

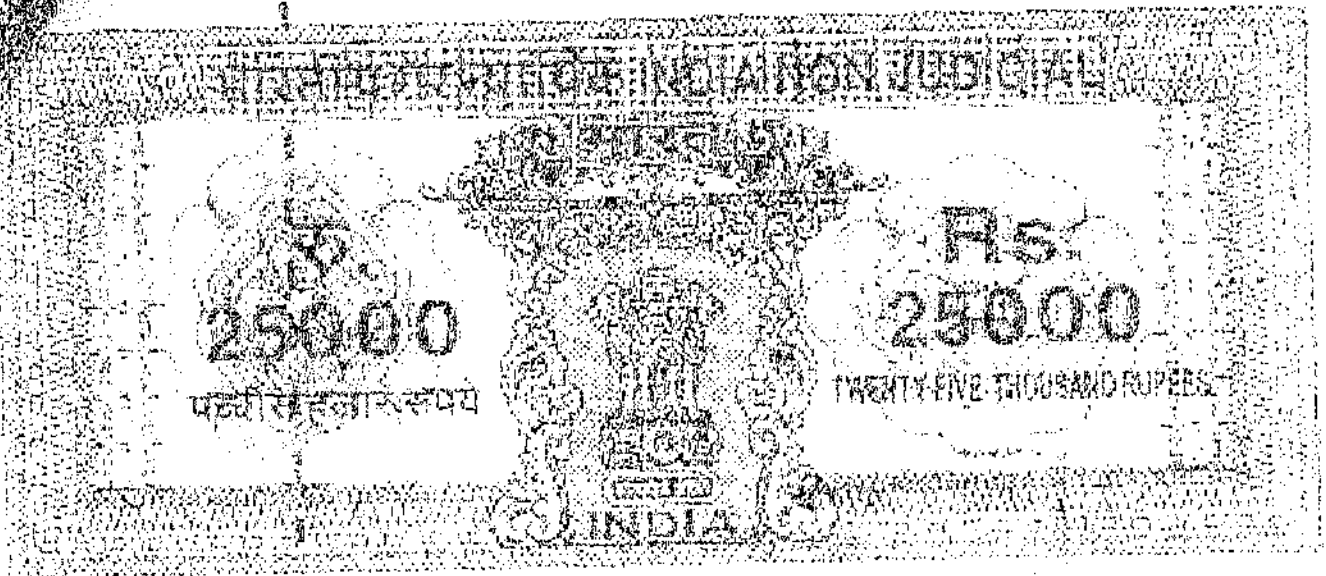
All that pieces and parcels of Land admeasuring 23.360 Acres of
having located at adjoining to the sugar unit of lessor at
Kundakhi in District Gonda (U.P.) with boundaries as per below:


(Sanjay Pathak)




(Sanjay Pathak)





उत्तर प्रदेश UTTAR PRADESH

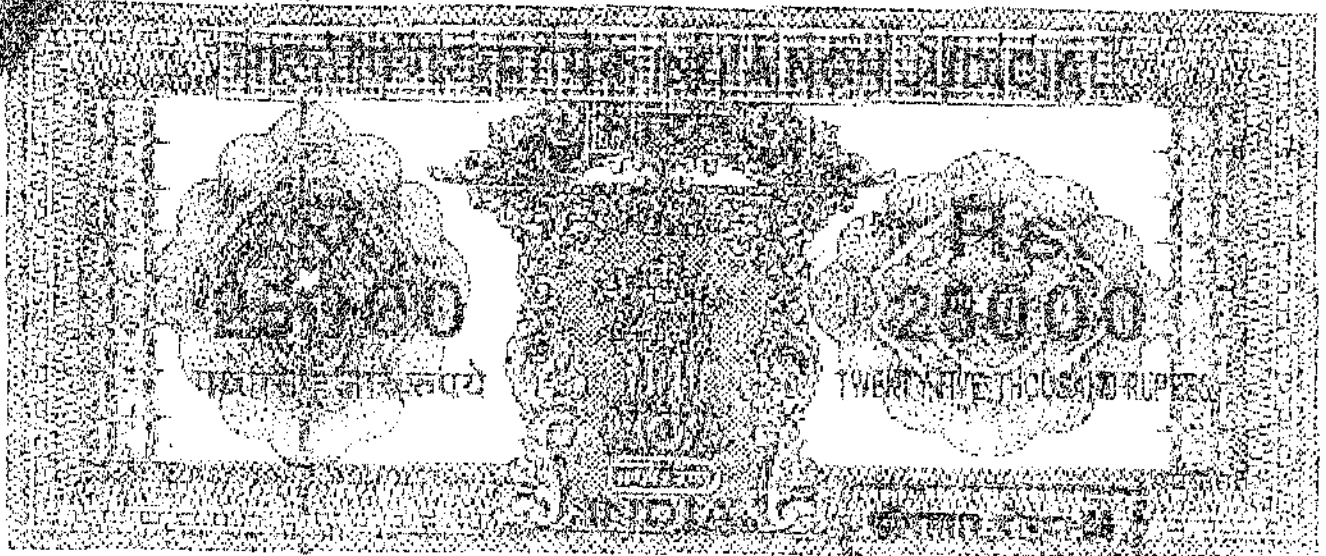
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-15-

Gata No./Khasra No	Area (in Acres)
60	12.000
62, 65, 69, 70, 71, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	0.750
Part	
350, 351, 352	4.600
Total	23.350

Signature
(Signature Pathak)

Signature
(Signature Pathak)



भारत की उत्तर प्रदेश

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744284

भारत की उत्तर प्रदेश

-18-

Bounded by:

In the North:

Bajaj Eco-tec Ltd. MDF Plant

In the South:

BHSIL Sugar Factory and Kundarkhi Village

In the East:

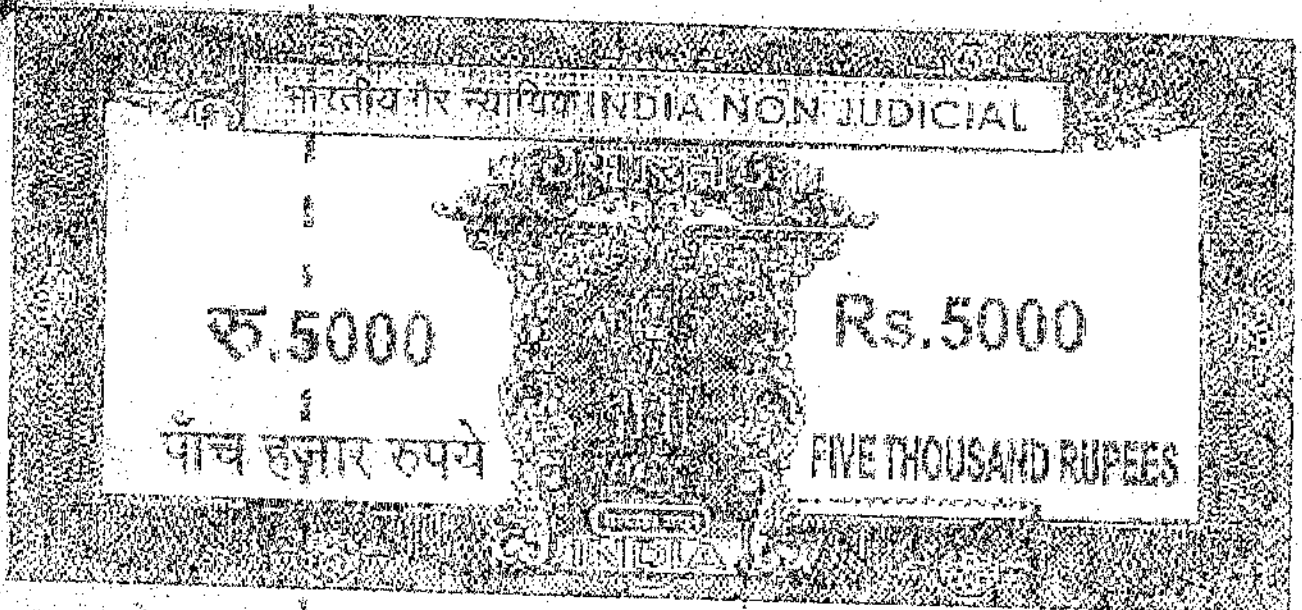
Vacant Land of Kundarkhi Village

In the West:

Kastua to Kundarkhi Sampark Marg

Sanjay
(Sanjay Pathak.)

Chh...
(Chh...)



उत्तर प्रदेश UTTAR PRADESH

P 731124

-17-

IN WITNESS WHEREOF THIS LEASE DEED is being signed
on the day September, 10 and the 2010 year first above
written at Gonda by the Parties in presence of the witnesses.

Sanjay
(Sanjay Lathak)

Prince
(Prince Singh)



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु. 1000

Rs. 1000

उत्तर प्रदेश UTTAR PRADESH

-18-

मुद्रा को रखा

दस्तावेज

For and on behalf of the Lessor,

Witness:

BAJAJ HINDUSTHAN SUGAR AND

INDUSTRIES LIMITED

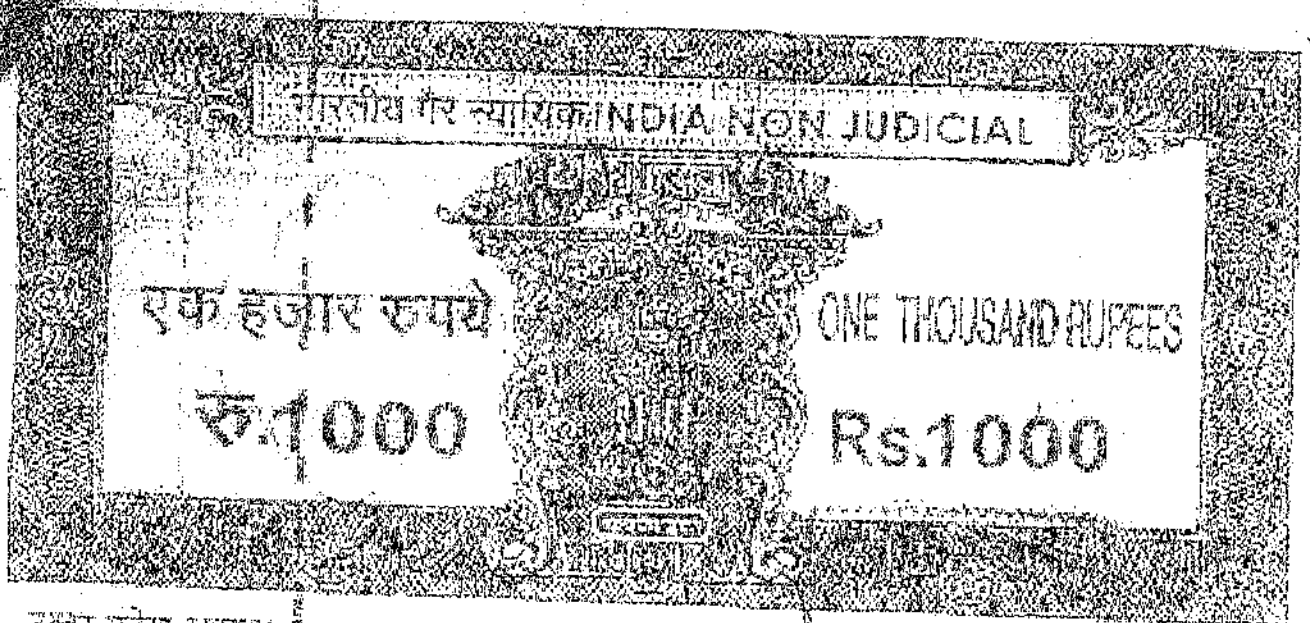
(AUTHORISED SIGNATORY)

Sanjay Pathak & Son DAI-

PATIL-GEN PATHAK

Officer - Legal

Ok
Chandragupta



उत्तर प्रदेश UTTAR PRADESH

-18-



For and on behalf of the Lessee

Witness:

BAJAJ ENERGY PRIVATE LIMITED

[Signature]
(Mr. Verman)

(AUTHORISED SIGNATORY)

[Signature]
H. Anand Singh / Anand Singh
Manager (Civil)

[Signature]
PRAD CHAND SHUKLA

[Signature]
Drafter By
Anand Singh
Manager
Civil and Genl

[Signature]
(Anand Singh)



रजिस्ट्रेशन अधिनियम 1948 की धारा 12 ए के तहत अंगुलिचिह्नों के लिए

पदनाम: सहायक जल निरीक्षक पद: जल निरीक्षक विभाग: जल विभाग

अंगुलि	तलवती	माध्यमा	अनामिका	कनिष्ठा
				

नाम: सहायक जल निरीक्षक

अंगुलि	तलवती	माध्यमा	अनामिका	कनिष्ठा
				

हस्ताक्षर: सहायक जल निरीक्षक

पदनाम: सहायक जल निरीक्षक पद: जल निरीक्षक विभाग: जल विभाग

अंगुलि	तलवती	माध्यमा	अनामिका	कनिष्ठा
				

नाम: सहायक जल निरीक्षक

अंगुलि	तलवती	माध्यमा	अनामिका	कनिष्ठा
				

हस्ताक्षर: सहायक जल निरीक्षक

(Signature)