

11778/12

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR P



11 DEC

AD 935980

Attested

M. A. Siddiqui

This Indenture of Lease is entered into on the 13... day of 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, Jamnala 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", 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

WHEREAS the Lessee approached the Lessor for giving it the Land available with Lessor at its Kundarkhi unit in District Gonda, 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

[Signature]

[Signature]



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AD 935979

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enhanced capacity as may be informed by the Lessee to the Lessor) Thermal Power Project (the Project) on the terms and conditions set out herein below for which the Lessor agrees.

AND WHEREAS Land described in Schedule are owned by the lessor i.e. BHL at its 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 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.

2. Consideration:

The Lessee has paid a sum of Rs. 10,40,000/- (Rupees Ten lacs forty thousand only) as one time premium. The Lessee shall further pay a sum of Rs. 10400/- (Rupees Ten thousand four hundred sixty only) as yearly annual rent . The Lease rent for the first

[Signature]

[Signature]





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

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 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.

[Signature]





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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, 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.

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 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.









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- 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 may provide financial assistance to the Lessee for setting up / operating the Project.

The Schedule hereinbefore referred to:

One piece of Land admeasuring 1.284 Acres (5200 Sqm.) located adjoining to the sugar unit of lessor Kundarkhi in District Gonda (U.P.) with boundaries as per below:

Mukund



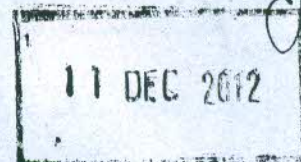
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Gata No.	Area in Acres
342, village Chachpara Kannongo	1.284 Acres (5200 sq m.)
Total	1.284 Acres

Bounded by:

In the North: BHL, K.D.K Truck Cane Yard

In the South: BEPL CHP Area

In the East: Kastuwa to Kundarkhi Sampark Marg

In the West: BHL Cane Carrier boundary wall





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AH 226701

IN WITNESS WHEREOF THIS LEASE DEED is signed on this 11 day, month 12 year above written at Gonda by the Parties in presence of the witnesses.

For and on behalf of the Lessor,
BAJAJ HINDUSTHAN LIMITED



M.P. Verma

M.P. Verma S/o Late Shri C.R. Verma
General Manager, Legal
(AUTHORISED SIGNATORY)

Witness:

Ankit Kumar Shukla S/O S. Ram
Shukla
Area Vikas Colony Gonda.

For and on behalf of the Lessee
BAJAJ ENERGY PRIVATE LIMITED

P.K. Jena

P.K. Jena S/o Swapneshwar Jena
(AUTHORISED SIGNATORY)



Witness:

शशी कुमार शर्मा
एस.
गो. एसा
गो. एस.

मजबूत कर्ता 1. शक्तिशाली
व. नवीन दण्डरजिंदी गो. एस.
दिनांक 13/12/2012 ई.

Type by - *Aswathy*



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AH 228702

मुख्य कोषाधिकारी
गोण्डा

नक्शा नजरी

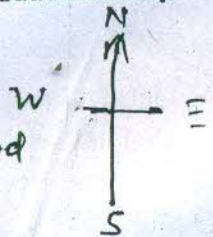
BHL, K.D.K. Truck Canal Yard

BHL Canal
Carrier boundary
Wall

352
1.284 Acres

Kastuwa to Kundarkhi
Sampark Marg

B.E.P.L. CHPA 229



महेश्वर

Rama

