

1921

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भारत NONJUDICIAL STAMP  
Rs. 0165750  
324226 ORISSA  
INDIA

27.6.11  
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D.S.R. BALANGIR

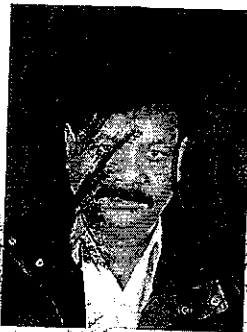
# 11277159243

Officer in Charge **Registering Officer**  
Balangir  
Franking Machine  
Dist. Sub-Registrar Office, Balangir

165750/-  
N.C.  
27/6/11

For 311101965  
Document No. 10.311.01965  
Volume No. 2.9. C92  
Registration Date 27.6.11  
Registration Year 20.11

Respaid  
A.R. 66,300.00  
A.R. 250.00  
Duty 50.00  
B. 66,600.00



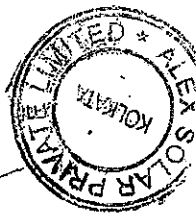
Divisional Head  
IDCO, Balangir

PHOTOGRAPH SIGNATURE AND L.T.I.  
OF THE LESSOR

Registering Officer  
Balangir



PHOTOGRAPH SIGNATURE AND L.T.I.  
OF THE LESSEE AND PRESENTANT



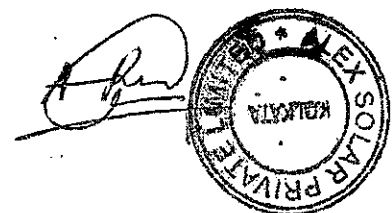
**LEASE DEED FOR OUT RIGHT PAYMENT FOR INDUSTRIAL LANDS.**

AN AGREEMENT entered into on this 27th day of June- 2011 (two thousand eleven).

BETWEEN

Orissa Industrial Infrastructure Development Corporation established under the OIIDC Act 1980 (Orissa Act 1 of 1981) having its Head Office at IDCO Towers, Janapath Bhubaneswar and hereinafter referred to as IDCO represented by Sri Gouri Shankar Naik, Divisional Head, IDCO Bolangir division, Bolangir (hereinafter called the "LESSOR") which terms shall wherever the context so permits also includes its representatives and assignees of the FIRST PART.

Divisional Head  
IDCO, Bolangir





AND

M/s. Alex Solar (P) Ltd. (hereinafter referred to as the company) being a Company incorporated under Indian Companies Act. 1956, represented through its representative Sri Angshuman Rudra, Asst. Manager (Project-Development), S/O Late Prasanta Kumar Rudra, Aged about 28 years resident of At: Bansdrani, Kolkata /PO: Bansdrani Dist: 24 Parganas (south) West Bengal, hereinafter called the "LESSEE". Which terms shall wherever the context to permits also includes its representatives and assigns or assignees of the SECOND PART.

AND WHEREAS the LESSEE has applied to the LESSOR for the grant of lease of land comprising an area measuring approximately as per sketch enclosed in the Growth Centre Bolangir Phase-II, Sadeipali Tahasil: Bolangir, PS: Bolangir, Dist: Bolangir in the State of Orissa more fully described in the Schedule here-under and for greater clarification delineated in the plan annexed thereto and coloured red, for establishment of a 5 MW Solar Power Project;

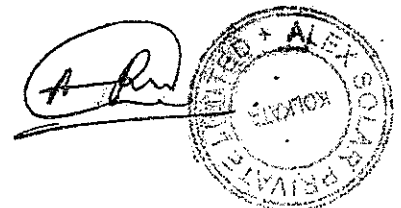
AND WHEREAS the LESSOR at his own expenses has developed and made them into suitable sites for putting up factory/workshop to carry on their Industrial pursuits therein.

AND WHEREAS the LESSOR on the representation made by the LESSEE has agreed to grant the lease subject to the terms and conditions hereinafter specified or the land hereinafter referred as the DEMISED PROPERTY more particularly and fully described in the Schedule hereunder valued at Rs.30,00,000.00 (Rupees thirty lakh only).

NOW THEREFORE THIS DEED witnessed and it is hereby agreed and declared as follows:-

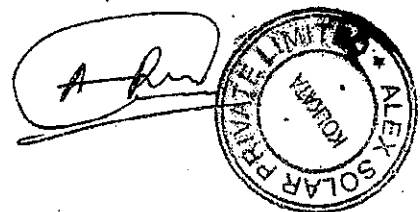
1. That the LESSOR in consideration of the sum of Rs .30,00,000.00 (Rupees thirty lakh) only paid by the LESSEE, as the cost of land including land Premium & Development the receipt of which amount the LESSOR hereby acknowledges before execution of these presents as per the covenants hereinafter contained, both hereby demise unto the LESSEE for the purpose of establishment of Solar Power Project. All that piece of land measuring Ac. 30.00 in the Growth Centre Bolangir Phase-II more fully described in the Schedule hereto, together with all easements and appurtenant thereto TO HOLD the said property for the term up to 18.06.2076.

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2. The LESSEE agrees and admits liability to pay any such further sum of sums towards premium of the demised land demanded by the LESSOR consequent upon the LESSOR being required to pay more towards the compensation under the provisions of the Land Acquisition Act in pursuance of the orders of any Civil Court and other authority enhancing the amount of compensation awarded by the Collector of other dues law fully payable under the land acquisition proceedings. The LESSOR agrees and undertakes to reimburse the LESSOR of any sums of expenses incurred by the LESSOR towards payment of the higher compensation as may be assessed.
3. The LESSEE shall start construction of the factory and install the plant and machinery building within 12 (twelve) months and go into commercial production within 11 months from the date of taking possession of the property.
- For any construction, addition or alteration to the existing building and for any additional construction, the LESSEE shall submit the building plans and take up such construction, addition, alteration or additional construction only after obtaining approval of the LESSOR.
4. The LESSEE shall not assign or transfer or encumber or part with his interest either in part or in whole in any manner whatsoever without the previous approval of the LESSOR. It shall be open to the LESSOR to grant or refuse approval or impose any condition if it considers necessary suitable.
5. Notwithstanding anything contained in the lease deed, the LESSEE with the previous consent in writing of the LESSOR can assign or transfer his interest in the property in favour of any schedule Bank/Financial Institution/Life Insurance Corporation or any other bonafide source for securing loan to be advanced by them for purpose of implementation of the Solar Power Project etc. Provided further where the LESSEE for the purpose of constructing a Solar power Project on the demised property seeks to obtain loan from a Bank or other financial institution by mortgaging his lease hold interest on the demised property in favour of such Bank or institution, permission of the LESSOR shall be deemed to have been given subject to the conditions.

  
Divisional Head  
IDCO, Bolangir



- a) That such mortgage shall not affect the rights and powers of the LESSOR under this deed and.
- b) That the LESSOR before exercising its rights and powers under this lease-deed will consult the Bank of financial Institution as the case may be:

6. In the event of death, insolvency or liquidation of the LESSEE, the person on whom the title devolves shall within three months of the devolution, give notice of such devolution to the LESSOR.

The person or whom the title devolves shall supply to the LESSOR certified copies of the documents, evidencing the transfer of devolution.

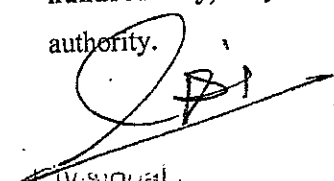
7. The LESSEE shall pay all existing and future rates and taxes, charges, claims, assessment outgoing of any description chargeable against the LESSOR or occupier in respect of the allotted and building erected thereon.

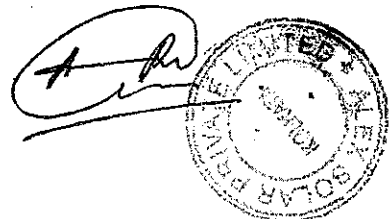
8. Paying rent hereby reserved as stated above, by observing the terms and conditions of these agreements, the LESSEE shall occupy by the property and carry on his Industry/Business without any obstruction or interruption from the LESSOR or its successors.

9. The LESSEE shall pay to the LESSOR maintenance charges for maintenance of all common facilities like roads, public health works, drainage and sewerage disposal system etc. in respect of demised property in the Industrial estate as decided by the IDCO from time to time.

10. The LESSEE shall pay directly to the concerned authorities all charges for the consumption of electricity, water etc.

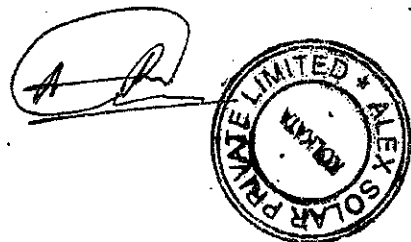
11. The LESSEE shall pay Rs.45,000.00 (Rupees forty five thousand) only per annum as Ground Rent and Rs.33,750.00 (Rupees thirty three thousand seven hundred fifty) only as Cess on the land subject to revision by the concerned Revenue authority.

  
Divisional  
IDCO, Bolangir



12. The LESSEE shall not use the property for any purpose other than the one for which the allotment has been made in his favour by the LESSOR.
13. The LESSEE shall not change the constitution of the firm/concern/company/Trust or, effect induction/retirement of Promoters/Partner(s) Director(s)/ Trustee leading to the materials change/liquidation in the shareholding Partner/ownership of the firm/concern/company/Trust without prior written intimation to LESSOR.
14. The LESSEE will take possession of the property on "as it is" condition and no further demand for any development such earth filling, raising and the level etc. shall be entertained. Any other improvement or development is purely the responsibility of the LESSEE.
15. Any officer of the LESSOR or its authorized representative shall be entitled at all reasonable times to enter upon the property to view and inspect the same whenever necessary and to ascertain the condition thereof.
16. If the dues of the LESSOR hereby reserved or any part thereof shall at any time being in arrears and unpaid for 6 calendar months next after the date on which the same shall have become due whether the same shall have been lawfully demanded or not, or if there is a breach or non observance by the LESSEE of any of the conditions and covenants herein contained and the LESSEE fails to remedy the breach within 6 months of the notice in writing given by the LESSOR or becomes insolvent or enters into an agreement with his creditors for composition of the said business, this agreement will be deemed to have been terminated and the LESSOR may not withstanding the waiver of any previous causes of action or rights or remedy of re-entry and without prejudice to any such rights or remedy of the LESSOR for recovery of rent remaining due under the lease, enter upon the said land and re-posses the same as if this DEMISED PROPERTY had not been lease out. In such a case the LESSEE shall pay to the LESSOR such amount by way of damages or such other charges as may be determined by the LESSOR. The amount of damages or other dues recoverable from the LESSEE will be adjusted against the amount already paid by the LESSEE will be adjusted against the amount already paid by the LESSEE. If after such adjustment there remains any surplus, the same only be returned to the LESSEE without any interest. If after such adjustment there still remains some dues recoverable from the LESSEE. If he failed to pay the same the LESSOR shall be free to take any legal action as he deems fit.

  
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17. In the event of cancellation of the allotment, the LESSEE shall be bound and liable to vacate and deliver to the LESSOR the vacant possession of the property free from all obstructions, failing which the LESSEE shall be liable to pay to the LESSOR damages at the rate of Rs.500/- per day of unauthorized use and occupation of the DEMISED PROPERTY besides any other liabilities provided for in the agreement or in any other law for the time being in force.

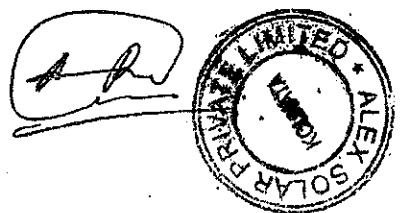
18. In case the LESSEE wants to terminate this agreement of his own accord before the expiry of the period of lease he shall give six months notice to the LESSOR in that behalf and in such case the LESSEE shall pay to the LESSOR such amount by way of damages and other dues if any, recoverable from the LESSEE will be adjusted against the amount already paid the LESSEE. If after such adjustment there remains any surplus, it shall be returned to the LESSEE on duly handing over possession of the DEMISED PROPERTY to the LESSOR. If after such adjustment there still remains any dues to be recovered from the LESSEE and if he fails to pay the same the LESSOR shall be free to take any legal action as it deems fit.

19. If the LESSEE fails to carry out any necessary repairs to the DEMISED PROPERTY or the construction of the culvert or shall neglect to pay any taxes or other dues which the LESSEE is bound to make under this agreement and shall fail to comply with the same even after fifteen days of the receipt of a notice from the LESSOR, the LESSOR may carry out such repairs or construct the culvert or make such payment of any dues on behalf of the LESSEE but shall not be bound to do so and recover the cost incurred or the amounts paid as if there are installments due by adopting proceeding under the provisions of Orissa Public Demand Recovery Act, 1962 or by taking other suitable steps.

20. The LESSOR shall, however, have the discretion permitting the LESSEE to fulfill the obligations and liabilities under this agreement on such terms as the LESSOR may determine and as the circumstances may warrant.

21. All installments and other dues payable by the LESSEE shall be recoverable as a public demand under the Orissa Public Demand Recovery Act. 1962.

  
Divisional Head  
IDCO, Bolangir




22. The LESSOR shall not be responsible for any damage caused to property by natural calamities like flood, earthquake, cyclone or any other act of God and explosion, fire, riot etc.

23. The LESSOR reserves the right to the mineral wealth including minor minerals on, in or under the area covered by the lease and the LESSEE will have the surface rights over the land. The existing outstanding and customary rights of Government and the public, in roads and paths through the land are reserved and are no way affected by the lease.

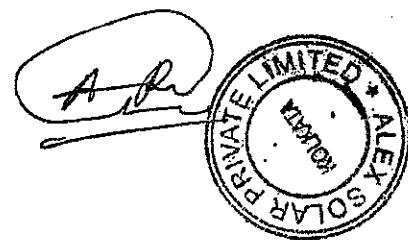
24. The LESSEE shall not at any time during the tenure of the lease acquire an absolute or exclusive proprietary right over the land or claim any such right whatsoever, excepting the rights to use the land and the shed in the manner prescribed herein and in case of any transfer of the land either in the usual course of inheritance or by rights of succession or by way of adverse possession and easement right of any third party as applicable against the land belonging to the Government or in case of any encumbrance created either voluntarily by the LESSEE or otherwise by an order of the Civil Court, the limitations conditions and restrictions imposed in this deed of lease will apply "Mutatis Mutandis" to any outsider claiming interest over the DEMISED PROPERTY through the LESSEE and the provisions of the Government Grants Act. 1895 and the provisions of the Transfer of property Act. 1882 will not be applicable.

25. The LESSEE shall duly comply with the provisions of the Orissa River Pollution Act. 1953 and the rules made there under as also with any condition which may from time to time be imposed by the Orissa River Board constituted under the said Act as regards collection, treatment disposal or discharge of effluents or waste or otherwise howsoever and shall indemnify and keep indemnified the LESSOR against the consequences of any breach or non compliance of any such provisions or conditions as aforesaid.

26. The LESSEE shall not any time cause or permit to be caused any nuisance in or upon the DEMISED PROPERTY or anything which shall cause unnecessary annoyance or inconvenience or disturbance to the occupiers of any other plots in the said Industrial Estate.

  
Divisional Head  
IDCO, Bolangir

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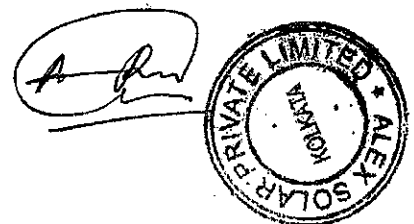
27. The LESSEE shall not keep on the demised premises any horses, cattle, poultry or other animals nor do or permit to do anything thereon which may be nuisance, annoyance or disturbance to the LESSOR occupiers or residents of other premises in the vicinity.

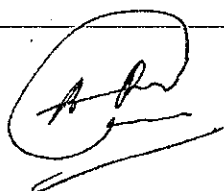
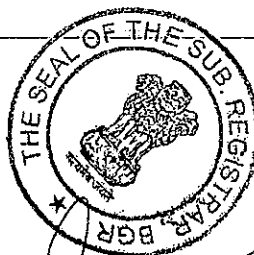
28. That should the DEMISED-PROPERTY or any part thereof be at any time required by the LESSOR for any purpose declared by State Government to be a public purpose, the LESSOR shall be entitled to resume the DEMISED PROPERTY or such part thereof and on giving 6 months notice in writing and on the expiry of the said lease period may through officer or person authorized by or in that behalf may re-enter and take possession of said DEMISED PROPERTY or part thereof and of all buildings and structures thereon and compensation as may be determined proper by the LESSOR will be paid to the LESSEE.

29. On the expiry of the lease period or termination of the lease due to the breach of the conditions of the deed or the transfer of the land or its mis-utilization by the LESSEE the LESSOR will have the right of re-entry over the land and take over the possession of the DEMISED PROPERTY. In case if the LESSEE has made any additional construction and the LESSOR decided to take possession of such additional construction the LESSOR may also pay the LESSEE the cost actually incurred by him for any such additional construction or their depreciated value as determined by such authority as may be decided by the LESSOR or the market value thereof on the date of re-entry as the same may be estimated by such authority whichever is less. Otherwise if the LESSOR does not wish to take over additional construction the LESSEE shall be bound to remove them within a period fixed by the LESSOR and in case the LESSEE fails to do so, the construction shall lapse to the LESSOR and no compensation whatsoever on this amount will be payable to the LESSEE by the LESSOR.

30. The land in the Industrial Estates having been developed for promoting the development of industries and to provide facilities to the entrepreneurs for setting up Industries for regulating the use of the factory building or otherwise if during the tenure of this lease any relevant Act. is passed or enforced by the State Legislature of Orissa the terms and conditions of this deed will be deemed to have been automatically amended in accordance there with and any term or condition here of if found repugnant to such act of the legislature, will be treated as void and not binding on the parties.

  
Divisional Head  
IDCO, Bolangir



Registering Officer



### Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(b) Fees Paid : A5(c)-66300 ,L4-50, User Charges-250 ,Total 66600

Date: 27/06/2011

Signature of Registering officer

### Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **BALANGIR** between the hours of 10:30 AM and 02:30 PM on the **27/06/2011** by **GOURI SHANKAR NAIK DIVISIONAL HEAD ON BEHALF OF IDCO BOLANGIR DIVISION BOLANGIR**, son/wife of , of **IDCO BOLANGIR**, by caste , profession and finger prints affixed.



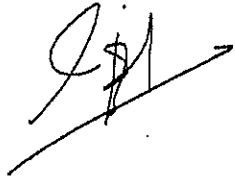


Signature of Presenter / Date: 28/06/2011

Signature of Registering officer

### Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature
GOURI SHANKAR NAIK DIVISIONAL HEAD ON BEHALF OF IDCO BOLANGIR DIVISION BOLANGIR		 1109047	

31. That notwithstanding anything contained in these present, the LESSOR may on termination of this agreement under clause 16 or 20 transfer or lease out the property including the addition or alternations, if any, to any person by private negotiation or public auction or otherwise at the option of the LESSOR and such terms and conditions as the LESSOR deems fit.

32. Notwithstanding anything herein before contained where the LESSEE has become liable to be evicted or is evicted from the said property under any of the foregoing conditions, the LESSOR may in its discretion continue the allotted property in the occupation of the LESSEE on payment of such fine by LESSEE as may be decided by the LESSEE and in such case this agreement shall have effect as if there had been no eviction of the LESSEE.

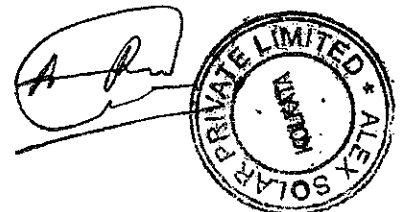
33. (a) That if the LESSEE utilizes only a portion of the land for the purpose for which it was allotted and the LESSOR is satisfied that the LESSEE can continue to utilize the portion of the land used by him even if the unutilized part thereof is resumed the LESSOR may make an order declaring the transfer of the land with respect to the unutilized portion reverting to the LESSOR and direct that an amount not exceeding one fourth of such portion of the amount paid by the LESSEE as cost of acquisition of land or premium for lease of land as is relative to the unutilized portion shall be forfeited to the LESSOR as damage and that balance of that portion shall be refundable to the LESSEE and the order so made shall subject to the provisions of sub-clause (b), below be final and binding.


(b) That where there is any dispute, with regard to the amount relatable to the utilized portion of the land such dispute shall be referred to the Govt. in the Industries Department and the decision of the Government thereon shall be final.




34. The LESSOR shall not be responsible for any defects structural or otherwise in the Property.

35. The LESSOR reserves the right to impose any further conditions and stipulations, or alternations in the covenants necessary at any time for the establishment of the Industrial Estate to implement this agreement and for the benefit of the Industrial Estate as a whole.



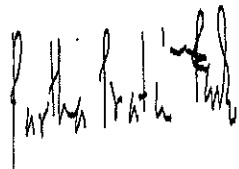


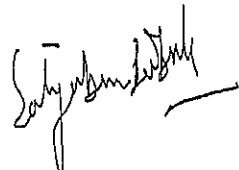
  
Divisional Head  
IDCO, Bolangir



  
 Registering Officer  
 Balangir

ANGSHUMAN RUDRA ASST MANAGER MS ALEX SOLAR P LTD		 781614	
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Identified by **PARTHA PRATIM PANDA** Son/Wife of **BIMAN BIHARI PANDA** of **90 PIRPHUKUR ROAD, KOLKATA-70** by profession **Others**

Name	Photo	Thumb Impression	Signature
PARTHA PRATIM PANDA		 654974	
SATYABAN BEDBAK		 654960	

Date: 28/06/2011

Signature of Registering officer  
**Registering Officer**  
**Balangir**

Endorsement of certificate of registration under section 60

Registered and true copy filed in : BALANGIR

Book Number : 1 || Volume Number : 39


Document Number : 10311101913

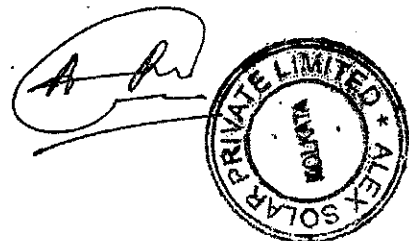
For the year : 2011

Seal :

Signature of Registering officer  
**Registering Officer**  
**Balangir**

36. The LESSEE shall employ the residents of the State of Orissa in all classes of services of the LESSEE in performance to others, subject to their suitability and shall pay and afford reasonable facilities to such employees for their working in the factory in accordance with rules and regulations of the LESSEE.
37. The LESSEE shall train in their factory/workshop and power house such number of residents of the State as may be deputed from time to time by the Government of Orissa.
38. All costs and expenses for preparation, execution and registration of this lease will be borne and paid by the LESSEE.
39. That only the courts situated in the district of Bolangir shall have jurisdiction to decide upon any dispute or litigation between the parties hereto.
40. Any notices required to be made or given to the lease hereunder shall be deemed to have been duly served by the LESSOR through post by registered letter, addressed to the LESSEE at the address of the LESSEE's business or at the registered office of the firm and failing that, it is affixed at the entrance of the said premises of the LESSEE in the presence of the two witnesses.
41. All dues payable to IDCO shall carry interest @ 12% per annum on default and penal interest @ 2% per annum shall be charge extra on difference for the default period. The rate and mode of interest and rate of penal interest may be revised from time to time by IDCO at its discretion.

  
Divisional Head  
IDCO, Bolangir



## SCHEDULE

(Description of the property concerned in the lease agreement)

All that piece and parcel of land appertaining to Rev. Plot No: 153 (P), Revenue Khata No. 149 in Mouza: Sadeipali, Tahasil: Bolangir, Dist: Bolangir corresponding to IDCO Plot No. 7, comprising an area of Ac. 30.00, Ground rent Rs.45,000/-, Cess Rs. 33,750/- in IDCO's Growth Centre Bolangir Phase-II, within village limits, Sadeipali, PS: Bolangir, Tahasil: Bolangir, Dist: Bolangir in Orissa containing by admeasurements and marked by red colored boundary lines on the plan annexed hereto.

Mouza: Sadeipali

P.S. No- 160

Khata No: 149

Rev. Plot No. 153 (P)

Area:- = Ac. 30.00 Out of Ac. 90.45 Dec.

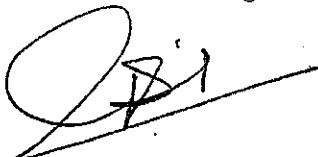
On the North by : Proposed Road

On the South by : Private Land

On the East by : Plot No. 153 (P)

On the West by : Govt. land.

IN WITNESS WHERE OF THE parties here to have signed this deed on the date and year respectively, mentioned against their signature.



SIGNATURE OF THE PARTY  
OF THE FIRST PART  
Divisional Head  
LESSOR IDCO, Bolangir



SIGNATURE OF THE PARTY  
OF THE SECOND PART  
LESSEE



WITNESSES

1. Saliyaban Beethak  
S/o Bhojramani Beethak  
Supervisor IDCO  
Bolangir.

2.

Khageswar Sahoo  
S/o Dhiren IDCO  
Bolangir

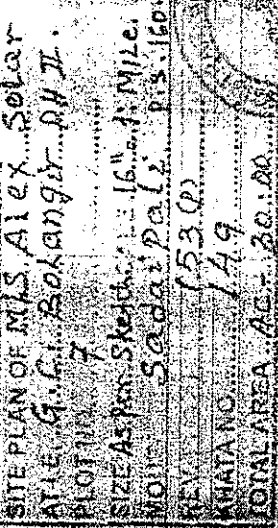
WITNESSE

1. Partha Pratim Panda  
S/o - Biman Bihari Panda  
90 Pirphukur Road, Kolkata-70

2. Daxidushman Sahoo  
S/o Ganeshpadas Sahoo  
A/Po Palace Lane Bolangir

Prepared by me

Harekaran Trizipathy Bolangir  
27.6.11



As Per Original  
Lubak

第 一 章 緒 論

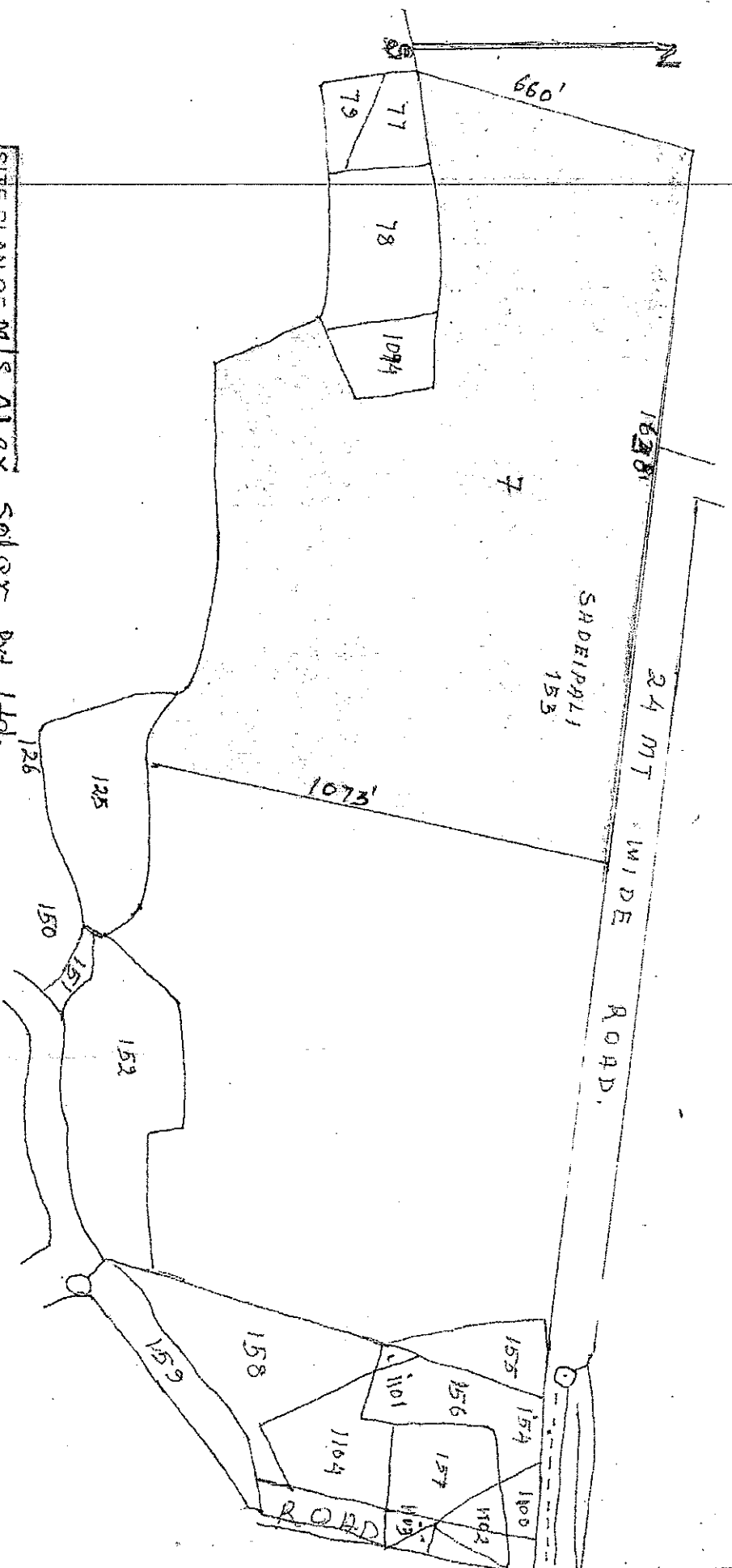
DECLASSIFIED DOCUMENT NO. 720  
DATE OF DECLASSIFICATION  
AUTHORITY

6-20-95 2352

Divisional Head  
1000, Bala...

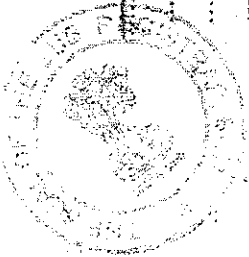


*A. J. [illegible]*



SITE PLAN OF M/S Alex Solar Pvt. Ltd.  
 AT E. G. C. Bolangir Dist. II.  
 PLOT NO. 7  
 SIZE As per Sketch 16" = 1 Mile.  
 MO. Sadaipali P.S. 160.  
 REV. 153 (D)  
 KHATA NO. 149  
 TOTAL AREA AC = 30.80

As per original.  
 K. P. K.



Divisional Head  
 IDCO, Bolangir

A. K.



Registering Officer  
 Bolangir

Accompanied document No. 1786  
 20/11/2019 at BK (A)  
 Volume 29