

Viday, June 18, 2010

5:32:60 PM

पावती

Original नॉदणी ३९ म. Regn. ३० м

पावती क्र. : 3006

गाबाचे नाव

खैरी खुर्द

दिनांक 18/06/2010

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

SUCCE SWARE

सादर करणाराचे नाव:महाराष्ट्र एक्स्प्रेट्ट डेव्हलपर्मेट क्रूक्क्ट्रेन्टिल. 'तर्फ अधिकृत स्वाक्षरी कर्ता श्री. अधिव क्रुक्ट्रिक्ट्रुक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रुक्ट्रिक

नोंदणी फी

20000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (52)

1040.00

13) -> एकाश्रत फ्रा (52) **एकूण** रु.

21040.00

आपणास हा दरत अंदाजे. 5:47PM ह्या वेळेस मिळेल

दुय्यम निबंधक हिंगणा

बाजार मुल्यः 204989500 रु. मोबदलाः 227695000रु.

भरलेले भुद्रांक शुल्क: 6149685 रु.

N

paid

पावती 5:38:47 PM

Original नॉदणी 39 म.

Regn. 39 M

दस्तऐक्जाचा अनुक्रमांक

हगन-3006-2010

पावती क्र. : 197

गावाचे नाव

खैरी खुई

दिनांक 18/06/2010

अर्जाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव:महाराष्ट्र एक्ट्रेंच् श्री. अबिद रुसि लि. तर्फे अधिकृत स्वाक्षरी कर्ता

जादा नादणी की अनुच्छेद 17

10000.00

एकूण

10000.00

p.



INDIA NON JUDICIAL Government of Maharashtra

e-Stamp

Issued by:
Stock Holding Corporation of India Ltd
Location: NASPUR
Signature: Free Law
Details can be verified of www.shcilestamp.com

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-MH00964375733862I

12-Jun-2010 02:26 PM

SHCIL (FI)/ mhshcil01/ NAGPUR/ MH-NGP

: SUBIN-MHMHSHCIL0101000189337639I

: ABHIJEET MADC NAGPUR ENERGY PVT LTD

: Article 36 Lease

: VILLAGE KHAIRI-KHURD AND UKHALI, P.H. NO. 50-A, TAHSIL-

HINGNA, DIST-NAGPUR (RURAL)

: 22,76,95,000

(Twenty Two Crore Seventy Six Lakh Ninety Five Thousand only)

: MAHARASHTRA AIRPORT DEVELOPMENT COMPANY LTD

: ABHIJEET MADC NAGPUR ENERGY PVT LTD

: ABHIJEET MADE NAGPUR ENERGY PVT LTD

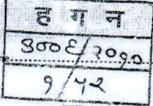
61,49,685

(Sixty One Lakh Forty Nine Thousand Six Hundred And Eighty Five

only)



- Please write or type below this li





Statustory Alert:

The authorizely of the Stamp Centilicate can be verified at Authorised Schedus: Centers (ACGs), SHCL Citices and Sub-registrar Offices (3FCs). The Centers Details of ACCs. SHCL: Offices and SROs are available on the Web site "www.shcdes.tamp.com".



LEASE DEED



THIS INDENTURE OF LEASE made at Nagpur this 6 day of JUME, 2010, in the Christian Year Two Thousand and Ten

BETWEEN

MAHARASHTRA AIRPORT DEVELOPMENT COMPANY LTD. (MADC), a Company registered under the Companies Act, 1956 having its registered office at 8th Floor, Centre-1, World Trade Centre, Cuffe Parade, Mumbai - 400 005 hereinafter called the "LESSOR" (which expression shall, unless it be repugnant to the context or the meaning thereof, mean and include its successors and assignees) of the ONE PART.

AND

ABHIJEET MADC NAGPUR ENERGY PVT. LTD. (AMNEPL), a Company Registered under the Companies Act, 1956 having its registered office at 39, Ambazari Layout Nagpur - 440 010 hereinafter called the "LESSEE" (which expression shall, unless it be expression to the context or the meaning thereof mean and include its successors and per statement assignees) of the OTHER PART

Most .

WHEREAS:

- A. The LESSOR is mandated by the Government of Maharashtra for speedy implementation of Multi-modal International Hub Airport at Nagpur ('MIHAN'), which is inclusive of Special Economic Zone (SEZ) and other supporting facilities;
- B. MIHAN consists of development of the existing Airport as an International Airport in close co-operation with the Government of India, a Special Economic Zone adjacent to the Airport, Road and Rail Terminal to provide Multi-modal Interface; and social infrastructure.
- C. It is proposed that being a Multi-product Special Economic Zone (SEZ) inter alia it will have its own Power Supply System and will house Information Technology Activities, Gems and Jewellery, Textile, Engineering and other Manufacturing Industries and Value Added Services;
- D. The LESSOR is taking steps for establishing the MIHAN-SEZ under the provisions of the Special Economic Zone Act, 2005 and the LESSOR has approached Government of India, in the Ministry of Commerce for giving approval for SEZ in MIHAN Area at Nagpur and the Govt. of India, Ministry of Commerce vide a letter No. F-2/31/2005-EPZ dated 6th November, 2006 had granted the formal approval for the MIHAN, SEZ, AND further Govt. of India, Ministry of Commerce has notified the MIHAN, SEZ at Nagpur vide The Gazette of India S.O. 845(E) related 29th May, 2007, S.O. 144(E) dated 24th January, 2008 and S.O. 1842 (A) dated 27th July 2009.
- E. The Government of Maharashtra has appointed the LESSOR as the Special Planning Authority (SPA) for the notified area under Section 40 of Maharashtra Regional & Town Planning Act, 1966 as per Government Resolution No. AVN 1001/CR-1 05/2001/28-A dated 4th January, 2002 and Government Resolution No. TPS 2401/1494/GR238/01/UD-9 dated 4th February, 2003 and 23rd January, 2006;
- F. The willHAM project development plan postulates a dedicated Power Plant to 3 cro 8 ensure uninterrupted quality power to the project and accordingly the LESSOR through international competitive bidding, invited tenders on Built, Operate and Transfer (BOT) basis a Coal Based Power Plant on about 62.50 Hectares land.
- was selected through the international competitive bidding process to setup a coal based Power Plant on about 62.50 Hectares land and as per the condition of the tender document, a joint venture company was incorporated between M/s. Abhijeet Infrastructure Ltd. and MADC with MADC holding upto 26% equity in the project company in accordance with the tender terms and conditions Concession Agreement of the executed on 7th November 2007 between the LESSOR, therein referred to as the Project Company.

Vort2

- H. As per the terms of the tender document, out of the total land of about 62.5 Hectares to be leased for the Power Plant project, about 56.2346 Hectares land would be leased outside the existing MIHAN-SEZ boundary and the balance of about 6.2654 Hectares land would be leased within the MIHAN-SEZ boundary.
- I. The LESSOR has leased the abovementioned 6.2654 Hectares of land located within MIHAN-SEZ Area vide Lease Deed dated 26th November 2008, for setting up the switchyard, 25 MW Diesel Generating set and other ancillary equipments necessary for supplying electricity to MIHAN Area on build, operate, maintain and transfer basis, the facility at the cost of the LESSEE and to operate and maintain the Transmission and Distribution network provided by MADC in the MIHAZ SEZ Area and supply Electricity to the consumers in the MIHAN SEZ Area on a priority basis on the terms and conditions of the Concession Agreement dated 7th November, 2007.

J. It is agreed between the LESSOR and the LESSEE that the said Power Plant Project will not be in the MIHAN-SEZ Area or any other SEZ but outside the said Area and the LESSEE has agreed to set up the said Power Plant Project outside MIHAN-SEZ Area and continue to be bound by all other terms of the said Concession Agreement dated 7th November, 2007 inter alia as required to supply electricity to the consumers in the MIHAN-SEZ Area on priority basis and in MIHAN area and charge to the consumers a Tariff for the purchase of electricity as per the terms and charge to the said Concession Agreement or as may be agreed by the LESSOR.

K. The said Concession Agreement was for setting up Power Plant Project of 100 MW expandable to further 100 MW and the LESSEE is desirous of setting up Power Plant Project of about 246 MW and the LESSOR has consented to the same.

It the request of the LESSEE the LESSOR have agreed to allow and permit the LESSEE to set up the Power Plant Project in the said 6.2654 Hectares of land located within MIHAN-SEZ Area and about 56.2346 Hectares of land outside the existing

MIHAN SEZ Area as hereinafter appearing.

8

The LESSEE is desirous of setting up a 246 MW Power Plant and has approached the LESSON to lease out about 35.03 Hectares of land (more specifically described in First Schedule to this Lease Deed)located at village Khairi Khurd & Ukhali, Taluka, Hingana, District Nagpur, Maharashtra and the LESSOR has agreed to lease to the LESSEE about 35.03 Hectares, out of the total area of 56.2346 Hectares, situated and possessed by the LESSOR at Village 'Khairi Khurd' in the 'Hingna PS' jurisdiction and the Post office is 'Hingna' within the taluka, Hingana, District Nagpur and more particularly described on the First Schedule hereunder written (hereinafter referred to as 'the said Land') and on the terms and conditions set out for the purposes of establishing, operating and maintaining 246 MW Paper Plant for supplying power to MIHAN SEZ on priority basis and to supply power to MiHAN Non SEZ Area and other consumers.

May.

Mym

May

- N. The said "LESSOR" has granted an exclusive License to the said "LESSEE" as per the Concession Agreement, for the purpose of development, design, finance, construct, operate, maintain the facility and transfer the same on a Build Operate & Transfer (BOT) basis, to operate and maintain the transmission and distribution network in the MIHAN area, supply electricity to the consumers in the MIHAN-SEZ area and MIHAN area on priority basis, charge the consumers of the MIHAN-SEZ area a special tariff for purchase of electricity, the sell any excess electricity to third parties within the state of Maharashtra. The sale of electricity outside MIHAN-SEZ and MIHAN area will be after ten (10) days notice to MADC. MADC shall have power to refuse sale of electricity outside MIHAN-SEZ and MIHAN area within seven (7) days of receipt of such intimation along with recorded reason for such refusal.
- O. AND WHEREAS by the Concession Agreement dated 7th November 2007 and any amendments thereto the LESSOR has granted concession by way of license to the LESSEE to Build, Operate and Transfer 200 MW Power Plant Set on the said Land at the LESSEE'S cost, risk, expense and responsibility for a term of thirty three (33) years from the Effective Date and on the terms and conditions therein recorded;
- P. AND WHEREAS it is recorded that the LESSOR shall lease the said Land to the LESSEE on the terms and conditions set out for the purposes of establishing operating and maintaining 246 MW Power Plant Set for supply of power to MIHAN SEZ and MIHAN area on priority basis and to supply power to other consumers within the state of Maharashtra unless otherwise permitted by the LESSOR in writing.
- Q. AND WHEREAS upon the joint survey of the said Land it is agreed between the LESSOR and the LESSEE, that the lease of the said Land shall be for a term of thirty three (33) years from effective date and LESSEE shall pay the agreed premium rate of Rs. 65,00,000/- (Rupees Sixty Five Lakh Only) per Hectare for the total land admeasuring 35.03 Hectares amounting to aggregate premium of Rs. 22,76,95,000 (Rupees Twenty Two Crore Seventy Six Lakh Ninety Five Thousand Only) as set out therein and that the LESSEE shall instead of so paying the LESSOR the said y premium, issue to the LESSOR its ordinary shares of the face value of Rs. 10/- (Rupees Ten Only) each at par.
 - R. Pursuant to the execution of the Concession Agreement dated 7th November, 2007 any amendments thereto the LESSOR has agreed to demise to the LESSEE land to build, operate and transfer a Power Plant and also operate and maintain transmission and distribution system in MIHAN-SEZ the said Land at the LESSEE cost, risk, expense and responsibility for a period of thirty three (33) years from the effective date and upon the terms and conditions hereinafter contained.



Most



- S. The 35.03 Hectares of land which is part of this Deed of Lease is outside MIHAN-SEZ and outside SEZ Area and does not have any benefit of SEZ Act and SEZ Rules and LESSEE has requested the LESSOR to execute this Lease in favour of the LESSEE in respect of the said land notwithstanding the above position in law to which the LESSOR have agreed as hereinafter appearing.
- T. In pursuance of the said Concession Agreement, the LESSOR has now agreed to execute this Land Lease Deed in favour of the LESSEE and whereas by mutual agreement, the LESSOR has consented to receive from the LESSEE a premium of Rs. 65,00,000/- (Rupees Sixty Five Lakh Only) per hector in the form of equity shares to be allotted within a period of three (3) months of Land Lease Deed by the LESSEE at their face value of Rs.10 each per share at par towards the said Land as per Shareholders Agreement dated 2nd April, 2009 (hereinafter referred to as the "SHA") and the LESSEE shall develop the said Land strictly in accordance with Concession Agreement to establish, operate and maintain 246 MW Power Plant subject to Special Conditions for use, enjoyment and Leasehold Ownership of the said Land agreed between the LESSOR and the LESSEE as set out in Annexure 'B' hereto (hereinafter referred to as 'the said Special Conditions') as hereinafter appearing:

AND WHEREAS the parties hereto do affirm that the Lease in respect of the said Land shall be governed by the provisions of Concession Agreement, and any annualments thereto, any Central Act, State Act, Development Control Regulations of that authority and any such Rules, Regulations and Bye-laws applicable to the said Land from time to time but without applicability of provisions SEZ Act and SEZ Rules and.

HIS INDENTURE WITNESSETH THAT in pursuance of the said Concession Agreement dated 7th November, 2007 and in consideration of the premium Rs. 65,00,000/- (Rupees Sixty Five Lakh Only) per hectare to be paid by the LESSEE to the LESSOR in the form of equity shares at par as aforesaid after the execution of these presents as per the Share Holders Agreement(SHA); the LESSOR do hereby admit and acknowledge and acquit, release and discharge the LESSEE from the payment and receipt thereof and every part thereof) of the total consideration of approx. Rs. 22,76,95,000 (Rupees Twenty Two Crore Seventy Six Lakh Ninety Five Thousand Only) the LESSOR do hereby demise unto and to the use of the LESSEE and the LESSEE do hereby accept, confirm and take on lease all that piece or parcel of the said Land on ground situated lying and being outside the MIHAN-SEZ and outside SEZ, all that piece or parcel Land on ground situated, lying in Village 'Khairi (Khurd) and khali' in the 'Hingna PS' jurisdiction and the Post office is 'Hingna' within the taluka, Hingana, District Nagpur, admeasuring about 35.03 Hectares. and more particularly described in the First Schedule hereunder written and as shown on the Plan in Annexure 'A' hereto and define ted thereon in red colour boundary line (hereinafter referred to as 'the De

M. T.

Hort

AND TOGETHER WITH ALL AND SINGULAR ways, paths, passages, areas, common trees, waters, water courses, lights, liberties, privileges, easements, advantages, rights, members and appurtenances whatsoever to the Demised Land EXCEPT AND RESERVING unto the LESSOR all mines and minerals in and under the Demised Land and every part thereof AND RESERVING unto the LESSOR all rights as set out in these presents TO HAVE & TO HOLD the Demised Land unto and to the use of the LESSEE for setting up a 246 MW Power Plant hereto AND SUBJECT TO:-

- (a) the said Special Conditions for use, enjoyment and leasehold occupation of the Demised Land agreed between the LESSOR and the LESSEE as set out in Annexure 'B' hereto
- (b) the payments by the LESSEE to the LESSOR as per the payment terms agreed by the LESSEE and along with all improvements and to enter upon the Demised Land and enter possession of the Demised Land
- (c) Payment Schedule as indicated below.
- (d) use of the Demised Land for setting up a 246 MW Power Plant
- (e) the Special Conditions as set out in Annexure 'B' hereto and the said user and the said Special Conditions shall be the covenants running with the Demised Land and Leasehold occupation thereof and future enjoyment thereof
- (f) the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to Government of India, Government of Maharashtra and all local body and planning authority as the case may be.
- (g) the provision of the Maharashtra Land Revenue Code 1966, and rules made there under from time to time

THERIFOR yearly rent and revenue share as per the payment schedule given below during the said term unto the LESSOR at the Office of the Vice-Chairman and Managing Director of the LESSOR (hereinafter called "the Vice-Chairman and Managing Director" which expression shall include any other officer to whom the duties or functions of the Vice-Chairman and Managing Director, Maharashtra Airport Development Company Limited, may be assigned) as per the payment schedule for which the Demised Land more particularly described in the First Schedule hereunder written is required to be paid by the LESSEE provided, however, the LESSEE may, at its option in lieu of payment of such yearly rent, make payment in lump sum of such advance payment is accuraged by a written notice to the LESSOR of the time period covered by such payment, and the NESSOR shall credit the LESSEE accordingly; and in

consideration of the LESSEE agreeing to observe and perform the terms and conditions mentioned hereinafter and in consideration of the fact that the LESSEE has taken inspection of the Demised Land and has surveyed the Demised Land prior hereto and has satisfied itself as to its condition and description of the Demised Land and also as to the amenities and facilities appurtenant to the Demised Land as to the nature, scope and extent of benefit or interest provided by the LESSOR on the terms and conditions hereinafter appearing; and the LESSEE do, subject to the terms and conditions of this Lease, hereby accept, confirm and take on Lease the Demised Land.

NOW THEREFORE THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- DEFINITIONS: In this Lease Deed (including the recitals above and the Schedules hereto), except where the context otherwise requires, the following words and expressions shall have the following meanings:
 - 1.1 "Applicable Law" means any laws, promulgated or brought into force and effect by Government of India, Government of Maharashtra and/or government authorities (having the power under law) including any other rules and regulations made there under by Government, its agencies, local authorities, and judgements, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

"Appraising Team" shall mean a third party professional body of experts appointed by the LESSOR as part of normal transfer procedures, to ascertain whether the various facilities provided by the LESSEE in the Facility are in working condition and in compliance with the provisions of the Lease Deed.

- 1.3 "Concession Agreement" shall mean the Concession Agreement dated 7th November, 2007 made between the LESSOR and the LESSEE and any amendments thereto herein (therein referred to as MADC and Project Company, respectively) granting to the LESSEE the right to develop the coal based thermal Power Plant on Build, Operate & Transfer pasis including any amendment thereof.
- 1.4 "Effective Date" shall mean the 7th January 2009.

1.5 "Expiry Date" shall mean the date occurring immediately on the expiry of thirty three (33) years from the Effective Date.

1.6 "FSI" means Floor Space Index as per the MRTH act and Development Control Regulation of the concerned Planning/Special Planning Additional of the area under reference.

1.7 Gold sheatenean the Government of Maharashtra.

itra.

Panour Energy Private

- 1.8 "Land" shall mean an area of 35.03 Hectares of land demised by the LESSOR to the LESSEE under this Agreement and as more particularly described in the first Schedule hereto.
- 1.9 "Land Value" shall mean the total lease premium payable by the LESSEE to the LESSOR in consideration of the demise of the Land.
- 1.10 "Lease Agreement' shall mean this lease agreement and wherever used shall include Concession Agreement, dated 07/11/07; Share Holders Agreement, dated 02/04/09 and minutes of any meetings held between the LESSOR and the LESSE.
- 1.11 "Lenders" shall mean the banks/financial institutions providing financing to the LESSEE for implementation of the Project (as defined in the Concession Agreement), or any phase thereof.
- 1.12 "LESSOR" shall mean Maharashtra Airport Development Company Limited (MADC) registered under the Indian Companies Act, 1956
- 1.13 "LESSEE" shall mean Abhijeet MADC Nagpur Energy Private Limited (AMNEPL) a company registered under the Indian Companies Act, 1956
- 1.14 "MRTP Act" means Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966) as may be amended from time to time.
- 1.15 "SHA" shall mean the Shareholders Agreement dated 2nd April, 2009 entered into amongst the Project Sponsor M/s Abhijeet Infrastructures Ltd. and the LESSOR.

"Tenure" shall mean the period of thirty three (33) years commencing from the Effective Date and shall be coterminous with the said Concession Agreement.

1.17 Capitalized terms used and not defined in this Deed shall have the meaning assigned to them under the Concession Agreement.

GRANT OF DEMISE

facilities in

2.1 In consideration of the LESSEE agreeing to undertake the responsibilities under the Concession Agreement and the covenants and warranties on the part of the LESSEE therein and herein, the LESSOR doth hereby demise to the LESSEE, the Leased Premises for a period of thirty three (33) Years from the effective date, together with all rights, liberties, privileges, easements, appurtenances, hereditaments or premises belonging to or in anyway appurtenant thereto or enjoyed therewith of the leased premises, for the duration of the term and grants to the LESSEE the right to implement the project including constructing, operating and maintaining the project accordance with the terms of the Concession Agreement

3006

s Ener

Agreement and shall terminate automatically with the expiry or early termination of the Concession Agreement or on expiry of period of 3 months from the execution, of this Land Lease Deed provided the SHA is not executed within this period.

3. USE OF DEMISED LAND

- 3.1 The LESSEE hereby agrees, undertakes and covenants with the LESSOR that the LESSEE shall neither use and nor shall permit or cause any other person to use the Demised Land except for the purposes exclusively for the purpose of setting up a 246 MW Power Plant, at the cost of the LESSEE in conformity with Concession Agreement, Central Act, State Act and other rules and regulations as prescribed or framed from time to time for the Power Plant area and according to plans, specifications, elevations, designs and sections approved by the LESSOR and sanction of the concerned Local/Planning Authority and with such condition as the LESSOR may decide.
- since the date of execution of Concession Agreement the LESSEE has requested the LESSOR to continue with the said Concession Agreement though the 35.03 Hectare of land more particularly described in the First Schedule hereunder written is not in SEZ Area and is outside the SEZ area and LESSEE has further expressed desire to put up Power Plant Project on the said land for 246 MW instead of 200 MW (maximum) as provided in the said Concession Agreement at the cost, risk and consequences of the LESSEE alone and to which the LESSOR have agreed as recorded herein. The LESSEE has further agreed with the LESSOR that the LESSEE will not call upon or require the LESSOR to fulfil any obligations or assurances as given in the said Concession Agreement regards the SEZ Area including any benefit under SEZ Act or Rules in respect of the said Power Plant Project and the said land more particularly described in the First Schedule hereunder written.
- 3.3 Due to location being outside SEZ, LESSEE has requested for compensation for additional cost incurred due to taxes, duties etc. The same is being examined by LESSOR and a view will be taken in due course, subject to regulatory approvals.

3.4 The LESSEE shall be entitled to consume the FSI permissible to the Demised Land in accordance with the applicable law.

Max

9

- 4. PAYMENT SCHEDULE:- During the lease term the LESSEE shall pay the lease rent and revenue share as per the payment schedule given below:
 - 4.1 Lease Rent:- During the lease term, the LESSEE shall pay the lease rent amounting to Rs. 3549/- per annum for an area of about 35.03ha. equivalent to 86.561 acre at the rate of Rs.41 per acre per annum on or before 15th January of each year
 - 4.2 Revenue Share: The Revenue share on sale of power shall be paid by 15th of April in each year as per provisions of Concession Agreement and any amendments thereto.
 - 4.3 Any power supply agreement to third party if entered by the LESSE shall terminate at three (3) month before the expiry of this contact.
- LEASE PERIOD: The lease period shall be 33 years and commence from the effective date which is 7th January, 2009.
- 6. LESSOR'S COVENANTS:- The LESSOR doth hereby covenant with the LESSEE that the LESSOR will provide water supply to the extent of the quantity as provided in the concession agreement up to the boundary of the Demised Land within twenty four(24) months from the effective date i.e. 7th January, 2009.
- 7. LESSOR'S WARRANTIES: The LESSOR hereby represents warrants and undertakes, to and for the benefit of the LESSEE, that:

It has good and valid title to the Demised Land, and has power and authority to trant the lease hereunder.

other fees/charges and performing the covenants herein and under the Concession Agreement, the LESSEE shall, at all times during the Tenure, hold and enjoy the Demised Land and the rights specified in this Lease Deedwithout any interruption or disturbance by (i) the LESSOR; or (ii) any person-lawfully claiming through, under or in trust for the LESSOR.

7.3 The LESSOR will approve the building development proposal submitted by LESSEE for construction of buildings in accordance with the Development Control Regulations as applicable within fourteen(14) working days from the date of receipt of such complete proposal in all respects in accordance with the Law and Regulations and assist in getting the permission from the concerned Local/Planning Authority. Provided the application and the building plans meet all the requirements of Law including Development Control Regulations, as applicable.

7.4 The LESSOR will assist the LESSEE in obtaining all the Statutory and other clearances for the construction and execution of the project on the Demised Land on the best errort basis. The fees, charges and expenses which may be required to be pain shall borne and paid by the LESSEE alone.

Hars

- 8. LESSEE'S COVENANTS: The LESSEE, doth herby for itself and its successor or successors or permitted assigns with intent to bind all persons who may become entitled to the Demised Land and into whomsoever hands the Demised Land or any part thereof may come from, doth hereby covenant with the LESSOR as follows:
 - (a) Rent & Revenue Share: During the said term hereby created to pay unto the LESSOR the said rent and revenue share on the date and in the manner herein before appointed for payment thereof clear of all deduction and not to allow the said rent to fall in arrears;
 - (b) Yearly Fees and Charges:-Throughout the said term hereby created to pay to the LESSOR from time to time in respect of the Demised Land such yearly recurring fees or services charges from time to time in respect of the Demised Land prescribed by MADC and all other authority or authorities under any Law/s and the Rules framed thereunder.
 - (c) Taxes, Rates and Similar Impositions:-The LESSEE shall be liable to make all payments existing and future towards taxes, rates, charges, duties, burdens, assessments, land revenue, outgoings and other imposition of every description assessed, charged or imposed upon the Demised Land or any part thereof and/or upon the buildings or structures that may be erected thereon that may be levied by any law or by any local authority and becomes payable either by the LESSEE or its tenant or by the occupier in respect thereof under provision of law for the time being in force;

Trees:- The LESSEE shall at its own expense plant trees as specified under the environmental clearance for the project in open space of the Land within the Demised Land and shall maintain the trees so planted in good condition throughout the term hereby created under these presents. At least one tree shall be planted at a distance of 10 meters on the frontage of road or patch thereof but within the Demised Land.

(e) Excavation:-The LESSEE shall not make any excavation upon any part of the Demised Land nor remove any stone, sand, gravel, clay or earth-there from in contravention of provisions of any Act and Rules bearing on the Land use and management and if made with the prior permission of the Competent Authority, except for the purpose of forming of foundations of building/s or for the purpose of executing any work pursuant to the terms of the Concession Agreement; regard shall be had so that the surrounding plots and common areas possessed by the LESSOR or persons claiming through them are not disturbed in anyway.

(f) Construction: The Post Reshall not at any time during the continuance of this demise commence the execution of any structure on any portion of the

May

Demised Land unless and until specifications, plans, elevations, sections and details thereof shall have been previously approved by the LESSEE and sanctioned by the concerned Local/Planning Authority and to erect the same in accordance with the Concession Agreement.

(g) Compliance with Laws and Regulations:-

- (i) At all times during the continuance of this Lease the LESSEE shall observe and conform to all laws, rules and regulations of any Central, State, Municipal or Local Authority having jurisdiction in that behalf as may be in force for the time being relating in anyway to the Demised Land and any building/s.
- (ii) Without prejudice to the generality of the payment of lease rent, revenue share and lease premium, to execute all works and provide and maintain all arrangements on or in respect of the Demised Land, building/s and structures standing thereon or the use to which the Demised Land and the building/s and/or structures that are being erected thereon to that are required in order to comply with the requirements under Applicable Law and any other obligations so applicable imposed by law or by any byelaws, regardless of whether such requirements are imposed on the LESSOR, the occupier or any other person;

Alteration to Buildings:- That no alterations and additions shall at any time be made to the facade or elevation of any buildings erected and standing on the Demised Land or architectural features thereof except with the previous approval in writing of the authorized officer of MADC and a No Objection Certificate shall have been obtained from the competent authority as provided in the concerned applicable Development Control Regulations, other applicable rules and regulations..

(1) Good Repair Condition:- Throughout the said term at the LESSEE'S expense well and whether requested so to do by the LESSOR or not well and substantially to repair, support, pave, clean and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) the facilities, thereunto belonging and all fixtures and all additions thereto to the satisfaction of the additions, drains, compound walls and delivered to the satisfaction of the additions, drains, compound walls and fences thereunto belonging and all fixtures and fittings thereto.

Access and Inspection:- The LESSEE shall (i) allow any person authorized (i) by the LESSOR inspect, maintain and construct/reconstruct the my other authority sewer lines, water meter, storm-water LESSOR'S es or to do any other work in connection with

5

inspection, construction or reconstruction within the Demised Land without any obstruction or hindrance by the LESSEE to permit the LESSOR, the authorized Officer, Surveyors, Workmen or others employed by them from time to time and at all reasonable times of the day during the term hereby granted after 24 hours previous notice to enter into and upon the Demised Land (which will be deemed to be waived in the event of emergency in the opinion of the LESSOR); (ii) and to inspect the state of repairs of facilities created by the LESSEE and if upon such inspection it shall appear that any repairs are necessary, they or any of them may give notice to the LESSEE calling upon it to execute the repairs and upon its failure to do so within a fourteen(14) days time the LESSOR may execute them at the expense in all respects of the LESSEE and LESSEE shall be bound and pay the same to the LESSOR.

(k) Activities:- Not to do or permit or cause or suffer to be done upon the Demised Land or in relation to the building/s and/or structure/s erected thereon any act which is unlawful, illegal or immoral and which may be considered offensive or to be of any nuisance, annoyance or disturbance or injurious or offensive to the LESSOR, owners, occupiers or residents of other premises in the vicinity of the Demised Land;

Signage:- Not to affix or display or permit to be affixed or displayed on any (1) building erected or to be built or erected on the Demised Land any sky sign, sign board, hoarding, bill board or advertisement of any permanent or temporary nature whatever of the nature of an advertisement provided always that a name plate of the reasonable size may be affixed at the entrance door of any Building or Buildings occupied by the LESSEE in a convenient position outside the Building near the compound gates.

(m) Animal Shelters:- Not to erect or permit to be erected on any part of the Demised Land, any stable, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs, poultry or other animals and ₹ 09not to keep on the Demised land any animals.

(n)

Compliance with Pollution Controls:- To use or permit to be used the Demised Land or any part thereof only for the purpose of setting up 246 MW Power Plant and not to use the same for any other purpose or purposes iser/s as the case may be and to promptly comply with the directions, Twhich may be given from time to time by the Maharashtra Pollution waste or discharge or organization waste or discharge or emission howsoever.

The LESSEE shall accept as final the LESSOR'S decision on any question which may ar certification breach of any of the provisions of this indenture of

- (p) Insurance:- The LESSEE will take full comprehensive Insurance of Buildings, structures, Plants and Equipments which may be constructed by LESSEE on the Demised Land at its costs throughout the term of the Lease and keep the same valid for the market value. In the event of the Insurance being invoked the LESSEE shall utilize the sum assured and or received by the LESSEE as claimed under such Insurance for sole purpose of reconstructing the Buildings, structures, Plants and Equipments destroyed or damaged and furnish the evidence thereof to the LESSOR without any delay or default, including architects', surveyors' and other professional fees payable on application for any permissions, the cost of debris removal, demolition, site clearance and any works that may be required under Applicable Law, and incidental expenses;
- (q) Not to do or permit / suffer to be done any act, deed, matter or thing which would or might adversely affect or vitiate in whole or in part any insurance effected in respect of the Demised Land including the Buildings, structures, Plants and Equipments constructed/erected thereon;

(r) Indemnification by the LESSEE:-

(i) To indemnify and keep indemnified the LESSOR against any claim and against all actions, suits and proceedings and all costs, charges, expenses, losses and damages which may be incurred or suffered or caused to or sustained by the LESSOR or any person directly or indirectly in consequence of anything done or omitted to be done under authority herein contained or in exercise of the rights and liberties herby granted or by reason of any breach, default, contravention, non-observance, non-performance of any of the terms and conditions of the Concession Agreement and Lease Deed by the LESSEE or any person or of any requirements under Applicable Law to be observed and
Terformed by the LESSEE with respect to use of the Demised Land

For performed by the LESSEE with respect to use of the Demised Land

300 8/2090 and/or any part thereof and/or the buildings and structures to be

constructed thereon;

this transaction, and has granted the demise to the LESSEE to use and coccupy the Demised Land and/or buildings / structures to be constructed thereon, relying solely on the LESSEE agreeing, matertaking and covenanting to strictly observe, perform, fulfil and obligations and provisions contained in the Lease Deed, and on the part of the LESSEE to be constructed by performed, fulfilled and complied with, and therefore the LESSEE hereby agrees, undertakes and covenants to

and therefore the LESSEE hereby agrees, undertakes and covenants to indemnify, sale, de man and loss harmless at all times hereafter, the

Max

LESSOR from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which it may have to bear, incur or suffer, and/or which may be levied or imposed on it, them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the LESSEE and/or its Tenants.

- (s) Surrender of the Demised Land:- At the expiration or sooner determination of the said term quietly to deliver unto the LESSOR the Demised Land and all Buildings, structures, Plants and Equipments then standing thereon at no cost to the LESSOR
- Alienation:- Not to assign, underlet or part with the possession of the Demised Land or any part thereof or any building or buildings thereof or any part thereof or any interest therein without the previous written consent of the LESSOR, which shall not be denied unreasonably and while granting such consent the LESSOR shall be entitled to impose conditions for payment of additional premium, rent or otherwise howsoever as the LESSOR may in its absolute discretion think fit and in any event not to assign, underlet or transfer the LESSOR'S interest therein so as to cause any division by metes and bonds or otherwise to alter the nature of this present Lease and use.

Lease or Assignment:- Lease or assignment of the demised land under this lease is not permitted.

Time to Commence Operations:- The LESSEE shall erect on the Demised Land, building/buildings and commence commercial activities within a period as per the Concession Agreement.

T(w) To give full particulars to the LESSOR of any notice, direction, order, or Proposal relating to the Demised Land made, given or issued to the LESSEE Boany government department or local, public, regulatory or other authority or court within seven (7) days of receipt and if so requested by the LESSOR to produce such notice, order, proposal to the LESSOR and without delay to take all necessary steps to comply with the notice, direction or order. At the request of the LESSOR, but at the LESSEE'S own appropriate to make or join with the LESSOR in making any objection or appresentation, the LESSOR deems expedient against or in respect of any such notice, direction and order.

1:

Notwithstanding what is contained herein to the contrary it is agreed between 9. the LESSOR and the LESSEE that the said 35.03 Hectares of land which is subject matter of this Deed of Lease is not falling under SEZ Area and MIHAN SEZ and the same is not entitled to any of the provisions of SEZ Act, 2005 and SEZ Rules and the LESSEE confirms that it has no objection regards the same and LESSEE shall not claim any right under the said Concession Agreement by reason of the said 35.03 Hectares of land not forming part of the SEZ Area and MIHAN SEZ and the LESSEE maintains that notwithstanding the above, the LESSEE shall be liable to all obligations and performance of all Undertakings under the said Concession Agreement vis-à-vis the said land and vis-à-vis the Power Plant Project set up on the said land and the Concession Agreement will stand modified to that extent and further to the extent of increase of capacity of Power Plant Project from 200 MW to 246 MW as set out in this Lease. The power to by produced in the Power Plant under reference is for the sole use of MIHAN-SEZ area and MIHAN area and surplus power if any should be sold within the state of Maharashtra unless otherwise permitted by the LESSOR in writing.

FORCE MAJEURE:- If either the LESSEE or the LESSOR'S performance of any of its obligations hereunder is prevented, restricted or interfered as a result of a Force Majeure, then such Affected Party shall give notice ('Force Majeure Notice') to the other party of any such force majeure event as soon as reasonable practicable, but not later than seven days after the date on which the affected party knew or should have reasonably known the commencement of the force majeure event. As long as the affected party continues to be affected by the force majeure event, such affected party shall provide the other party with a written appear at least on a fortnightly basis. The party shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that such party shall give prompt notice to the other party of such force majeure, including a description in reasonable detail of the cause of the force majeure, shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.

II. RIGHT TO MORTGAGE, CHARGE ETC.

8

3006

96

the Join

The LESSEE may mortgage, assign or otherwise charge from time to time all its rights and leasehold interest in the Demised Land or any portion thereof line tayour of Lenders for securing the financial assistance provided or agreed to be provided by them under the financing documents, on terms acceptable to the LESSOR roofs LESSEE undertakes to furnish to the LESSOR certified true copies of the duly executed and/or registered financing documents and a little documents within a week of execution of

mbai *

such documents. However the LESSEE is not permitted to assign its rights, title or interest in the Demised Land or any part thereof in favour of any other third party

- 11.2 The LESSEE agrees that on the earlier termination of the Concession

 Agreement (and subject to payment of the Termination Payment in

 accordance with the Concession Agreement), the charge of the Lenders over

 all such assets shall stand extinguished and title to all such assets shall pass
 to the LESSOR.
- 12. EVENTS OF DEFAULT:- The happening of any of the following events shall be an event of default (each an "Event of Default") under the Lease Deed:
 - (a) The LESSEE using or permitting or causing the use of the Demised Land for purposes other than the development, operation and maintenance of the 246 MW Power Plant in accordance with Article 3 above;
- (b) Failure of the LESSEE to observe, perform, fulfil and comply with all the covenants as specified in Article 9 above;

(c) The LESSEE doing or permitting to be done any act, matter, deed or thing in violation of the Applicable Law;

(d) The LESSEE executing any sub-lease/under lease in respect of the Demised Land or any part thereof in favour of any Tenants, the terms whereof are not in conformity with the terms of the Lease Deed or Applicable Law;

The LESSEE mortgaging, assigning or otherwise charging its rights and leasehold interest in the Demised Land or any portion thereof in favour of 11 any third party otherwise than in accordance with Article 1/2 above;

The LESSEE going into liquidation or dissolution, or any property or assets of the LESSEE being placed in the hands of a receiver, trust custodian or liquidator or if a winding up order in respect of the LESSEE is passed;

S CO E Operson or claiming a title absolute in itself;

(h) Any breach, default, contravention, non-observance, non-performance of any of the terms and conditions of the Lease Deed by the LESSEE or of any other rules, regulations or requirements to be observed and performed by LESSEE and/or its Tenants; not remedied within 30 days of receipt of whiten notice from the LESSOR; and

The LESSEE committing any breach of any of the terms of the Concession Agreement the LESSOR and the lead Project Sponsor, Abhijeet

Infrastructure Limited ir port Delegation

90

Month to be being the bearing to be being the bearing to be been a second to be been a

Mas

Mas.

13. CURE PERIOD AND BREACH

- 13.1 Upon the occurrence of an Event of Default, the LESSOR shall by a notice in writing (the "Default Notice") specify in reasonable detail the Event of Default to which such notice relates and call upon the LESSEE to cure or remedy the Event of Default. Following the receipt of a Default Notice, the LESSEE shall have a period of one(1) month from the date of such receipt (or such longer period as the LESSOR may specify in such notice) (the "Cure Period") in which to remedy such Event of Default.
- 13.2 Failure of LESSEE to cure or remedy an Event of Default within the abovementioned Cure Period shall constitute a breach of this Lease Deed.

14. RESOLUTION OF DISPUTES

14.1 If any dispute or difference of any kind whatsoever (a "Dispute") shall arise out of or in connection with this Lease Deed between the Parties, including any claims arising out of or relating to this Lease Deed, whether in contract, tort, statutory, or otherwise, and including any questions regarding the existence, scope, validity, breach or termination of this Lease Deed, the Parties shall attempt, for a period of thirty (30) days after the receipt by one Party of a notice from the other Party of the existence of the Dispute, to settle such Dispute in the first instance by mutual discussions between the Parties or conciliation. If the Dispute cannot be settled within thirty (30) days by mutual discussions or conciliation, the Dispute shall finally be settled by arbitration pursuant to the procedures set forth in the succeeding Article 15-2, 14-2.

14.2 Subject to the provisions of the foregoing Article above, any Dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The Parties shall appoint Mr. R.C. Sinha, the Vice -Chairman and Managing Director of the LESSOR

as the sole arbitrator for this purpose. In the absence of his availability the parties may appoint any other person retired from government service(s)

Office minimum rank of "serving or retired Additional Chief Secretary" of 90 4 Govt. of Maharashtra. The Parties acknowledge that the arbitrator so appointed (any other representative appointed in his place by MADC) is an independent and unbiased arbitrator, and they further agree and confirm that they shall not challenge his appointment as sole arbitrator.

proceedings in any such arbitration shall be conducted in English.

The proceedings shall be held in Mumbai, India.

The arbitration awardpoint be final and binding on all of the Parties, and the Parties agree to be booked thereby and to act accordingly

Month In the Party

Marx

- 14.3 The award of the Arbitral Tribunal shall be final and binding on the Parties.
- 14.4 The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration, and including, with limitation, the fees of the Arbitral Tribunal, shall be borne as may be determined by the Arbitral Tribunal.
- 15. EXPIRY OF THE TERM BY EFFLUX OF TIME :- The LESSOR shall forty eight (48) months prior to the expiry of the Term, issue to the LESSEE the Information Notice which shall, interalia, specify the details of the Appraising Team which shall undertake and carry out a "condition survey" of the entire Facility. The LESSEE undertakes and warrants that it shall give the LESSOR, the Appraising Team or any other nominees of the LESSOR full and unrestricted access to the Facility existing on the Demised Land and all documents from the date of receipt of the Information Notice. The LESSEE further undertakes and warrants that it shall co-operate with the Appraising Team for expeditiously undertaking and successfully completing the survey and shall for that purpose extend to the Appraising Team all facilities reasonably required by the Appraising Team to enable it to complete and submit to the LESSOR, its report of the results of the survey including inventory details and the condition of the Facility and the condition of the assets within a period of 6 (six) months from the receipt of the Information Notice by the LESSEE. Upon the expiry of the Term, the LESSEE shall hand over to the LESSOR the vacant and peaceful possession of the uised Land, transfer the Buildings, structures, Plants and Equipments ructed/erected upon the Demised Land as of the date of the expiry of the at no cost to the LESSOR.

16. TOSCELLANEOUS:-

5

It is hereby agreed and declared by and between the parties hereto that the LESSOR has demised the Land unto the LESSEE and the LESSEE has taken the demise upon the conditions, covenants and, stipulations contained

herein to be observed and performed by the LESSEE and subject to MRTP

Act, 1966, other rules and regulations, policy etc. related with the concerned

demised land.

O 16.2 Notwithstanding anything contained in the Lease Deed, and without prejudice to any other rights or remedies which either Party may have, each Party acknowledges and agrees that damages would not be an adequate remedy and that the Parties are entitled to specific performance of the Lease

Excluse the rights of the LESSOR under this Lease Deed are independent, compulative and without prejudice to all other rights available to it, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other rights of the LESSOR, whether under this Lease Deed or

otherwise.

Maxig

- 16.4 Any delay tolerated or indulgence shown by either Party in enforcing the terms, conditions, covenants, agreements, stipulations and/or provisions herein mentioned, or any forbearance or extending any time periods set out under the Lease Deed, shall not be treated or construed as a waiver on the part of either Party of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions mentioned herein by a Party, nor shall the same in any manner prejudice the rights and interests of either Party.
- 16.5 No waiver of any breach of any provision of this Lease Deed shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 16.6 Subject to the provisions of this Lease Deed, the LESSEE shall not, except in accordance with the terms of this Lease Deed, assign any of its rights or obligations as such LESSEE,
- No variation of this Lease Deed shall be binding on either party unless such variation is in writing and signed by both parties.

The Clause headings used in this Lease Deed are intended for convenience only and shall not be deemed to supersede or modify any provisions.

If any provision of this Lease Deed is invalid, unenforceable or prohibited by Applicable Law, this Lease Deed shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either party hereto to the other, and the remainder of this Lease Deed shall be valid, binding and of like effect as though such provision was not included herein.

16.10 Except as otherwise agreed among the parties, this Lease Deed together

with the relevant provisions of the Concession Agreement and any
amendments thereto constitutes the entire agreement of the parties as to its

99999

agreement on such subject matter.

The parties shall not, either during the Term of the demise or thereafter, directly or indirectly disclose to any person any of the terms, conditions and provisions mentioned herein, or any details, information or documents relating/incidental to the Lease Deed. The Parties agree and undertake to documents as secret and confidential, unless such Party is required to make a disclosure under the provisions of any law or to the Parties financiers/bankers in the count any Party is required to disclose the confidential internation.

nmil 9

16

prior notice to the other party before making the disclosure and shall ensure that the banker/financier shall keep such information confidential.

17. INTEREST OF ARREARS:- If the said lease rent, revenue share, recurring fees, or service charges or any amount payable by the LESSEE hereunder or any instalment of premium agreed to be paid by the LESSEE or any interest is due and payable by the LESSEE to the LESSOR shall be in arrears for the period of fifteen(15)_days the same may together with interest thereon calculated at the rate of MADC's borrowing rate plus 4% per annum or in case there is no borrowing by MADC at the rate of PLR of State Bank of India plus 4% per annum from the date of default until payment of same by the LESSEE or in default of the LESSEE until recovered from the LESSEE as arrears of the Land revenue under the provision of the law for the time being in force in that behalf; The interest shall be compounded semi annually.

18. EVENT OF LESSEE'S DEFAULT:-

18.1 If the said rent hereby reserved or revenue share or recurring fees or service charges payable by the LESSEE hereunder or any instalment of premium or rent agreed to be paid by the LESSEE or any interest is due and payable hereunder by the LESSEE to the LESSOR shall be in arrears for thirty (30)days following the LESSEE'S receipt of written notice of such arrears or if and whenever there shall be a breach of any of the covenants to be performed by the LESSEE the LESSOR may re-enter upon whole or any part of the Demised Land or whole of the Demised Land and thereupon the term hereby granted and the right to any renewal therefore shall absolutely cease and determine and in that case no compensation shall be payable to the LESSEE on account of the building or improvements built or carried out on the Demised Land or Buildings, structures, Plants and Equipments built or made AND the LESSEE shall have no claim for any refund or repayment or any amount of premium or other money paid by the LESSEE to the LESSOR or any part thereof or towards any improvement made on the Demised Land PROVIDED ALWAYS that except for non-payment of rent or recurring fees or services charges or any amount payable to the LESSOR as aforesaid the power of re-entry herein before contained shall not be exercised unless and until the LESSOR shall have given to the LESSEE or left on some part of the Demised Land a notice in writing of their intention o enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the LESSEE in remedying such breach or breaches within a period of 60 days after the giving or leaving of such notice.

- 18.2 without prejudice to the generality of the foregoing provisions, in case the LESSEE fails to utilize the Demised Land for setting up 246 MW Power Plant Set in accordance with the Concession Agreement and any amendments thereto (time in this respect being of the essence of the contract) or if the LESSEE shall commit default in payment to the LESSOR of the premium or any part thereof, taxes, recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulation on its part herein contained to be observed and performed then the Lease shall come to an end:
- 19. The LESSOR do hereby covenant with the LESSEE that the LESSEE paying the rent, revenue share and other charges payable to the LESSOR, herby reserved and observing and performing the covenants hereinbefore on the LESSEE's part contained shall and may peaceably enjoy the Demised Land for the said term hereby granted without any interruption or disturbance from or by the LESSOR or any person or persons lawfully claiming by from or under the LESSOR.
- 20. STAMP DUTY AND OTHER CHARGES: The stamp duty and registration charges in respect of this Lease and its duplicate shall be borne and paid wholly and exclusively by the LESSEE

IN WITNESS WHEREOF the Common Seal of the parties hereto have hereunto affixed the day and year first hereinabove written

THE FIRST SCHEDULE ABOVE REFERRED TO (35.03 Hectors):

ALL THAT piece or parcel of the Demised land or ground admeasuring to 35.03 bectare equivalent to 86.561 acre situate lying and being in village Khairi Khurd, P.H. No. 50-A, having Survey Nos. 15, admeasuring 8.670 Hectare; Survey No. 17/1,

admeasuring 2.86 Hectare; Survey No. 17/2, admeasuring 1.18 Hectare; Survey No. 17/3, admeasuring 1.00 Hectare; Survey No. 17/4, admeasuring 1.00 Hectare; and Survey No. 18, admeasuring 16.10 Hectare; Tahsil, Hingna; District: Nagpur; and in the valage Ukhali; P.H. No. 50-A; Survey No. 94/1, admeasuring 2.11 Hectare and Survey No. 94/2, admeasuring 2.11 Hectare; Tahsil, Hingna; District: Nagpur;

Sub bounded as follow:

On the Bast:

A'

Survey Nos. 148 & 93 of Village:- Ukhali, and Survey Nos. 80 of Village:- Panjari.

Survey Nos. 34, 32, 31, 29, 28, 27, 26, 16 and 14 of Village:- Khairi Khurd

Survey No. 15(part) of Village:- Khairi Khurd and Survey Nos. 95 to 100 of Milage: Ukhali,

On the South: Survey No. 19 & 20 Village: - Ritain Khurd

Mary

IN WITNESS WHEREOF the LESSOR caused Shri R.C. Sinha to set his hand and affix his official seal hereto for and on its behalf and the LESSEE has caused Shri Manoj Jayaswal to set his hand and affix the official seal hereto for and on its behalf on the day and year first herein above written.

SIGNED SEALED AND DELIVERED

By Shri R.C. Stonas M.D., Maharashtra Airport Dev. Co. Ltd. Vice Chairman & Managing Director

Govt. of Maharashtra

for and on behalf of Maharashtra Airport

Development Company Ltd.

The LESSOR

In the presence of

SIGNED SEALED AND DELIVERED

By Shri Manoj Jayaswal,

Chairman

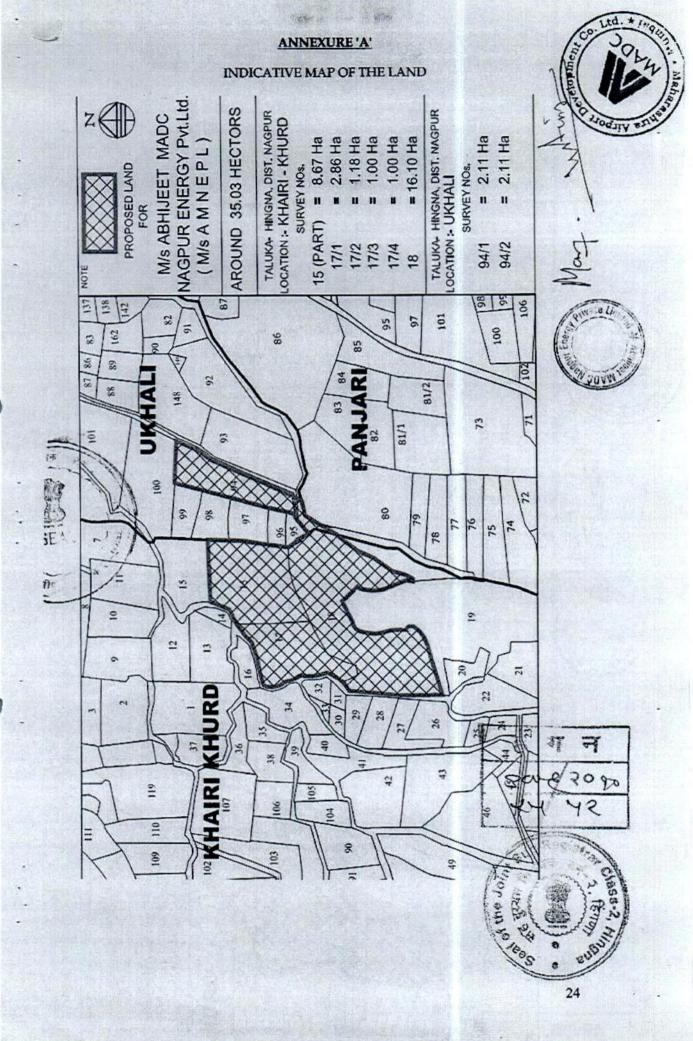
for and on behalf of Abhijeet MADC Nagpur

Energy Private Ltd.

The LESSEE

In the presence of_





ANNEXURE 'B'

SPECIAL CONDITIONS

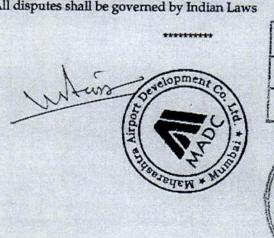
- The permissible F.S.I. (F.A.R.) in the Power Plant area shall as per the 1. development Control Regulation of the concerned authority.
- 2. The LESSEE shall give right of access through and/or over the said Land to the local officials of LESSOR and/or other body or any other statutory authority for inspection.
- 3. The LESSEE shall ensure safety of the Power Plant boundary wall falling within the said land and will maintain the same as their boundary wall bordering the said land.
- 4. The LESSEE will obtain all consents as required interalia defined under the Concession Agreement executed between the LESSOR and the LESSEE.
- 5. Any dispute or disagreement of any kind whatsoever between the LESSOR and the LESSEE will be resolved in the manner and through the forum as set out in the Concession Agreement executed between the LESSOR and the LESSEE.

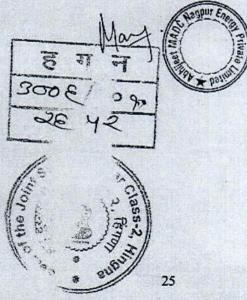
The LESSEE undertakes to construct, complete and provide Power Plant Project described as Facility (now of 246 MW instead of 200 MW as provided in the Concession Agreement) on the demised land as defined under the Concession Agreement executed between the LESSOR and the LESSEE.

The LESSEE will follow Prudent Utility Practices as defined under the Concession Agreement executed between the LESSOR and the LESSEE in respect of the Power Plant Project.

8. The Term of the Lease will be Co-extensive and Co-terminus with the Concession Agreement and shall in no event exceed the term as provided in the Deed of Lease between the parties.

All disputes shall be governed by Indian Laws 9.





नोंदणी व मुद्रांक विभाग



सह जिल्हा निबंधक वर्ग-१ (निम्न श्रेणी) तथा मुद्रांक जिल्हाधिकारी, नागपूर ग्रामीण यांचे कार्यालय नागपूर ९०, जूनघरे निवास, शिवाजीनगर, धरमपेठ विस्तार, नागपूर -१०

सह जिल्हा निबंधक वर्ग -१ (नि. श्रे.) तथा मुद्रांक जिल्हाधिकारी, नागपूर ग्रामीण यांचे समक्षेचे अभिनिर्णय प्रकरण क्रमांक ७९ /२०१०-२०११

अभिनिर्णय

विषय: • मुंबई मुद्रांक अधिनियम १९५८ चे कलम ३१ खाली दस्त अभिनिर्णीत करणेबाबत. संदर्भ: - आपला भाडेपट्टयाचा दस्त, मौजा- खैरी खुर्द व उखली खेडे, ता. हिंगणा, क्षेत्रफळ ३५.०३ हे. आर. चा अभिनिर्णय विषयी अर्ज दि. ९.६.२०१०

आपण विषयांकित अर्जासोबत दाखल दस्ताचा प्रारुप/निष्पादीत न केलेला दस्त, त्या सोबत दाखल केलेले पुरक कागदपत्रे व आपले म्हणणे याचे आधारे या प्रकरणात खालील प्रमाणे अभिनिर्णय कळविण्यात येत आहे. अभिनिर्णय:

अभिनिर्णया करीता या कार्यालयाकडे दाखल केलेले कागदपत्रे, पुरावे व दस्ताचा प्रारुप / निष्पादीत न केलेला दस्त हा मुंबई मुद्रांक अधिनियम १९५८ चे अनुसूची १ मधील अनुच्छेद क्रमांक 36 (iv) यात मोडतो.

उपरोक्त मिळकत ही मौजा - खैरी खुर्द व उखली खेडे, ता. हिंगणा, क्षेत्रफळ ३५.०३ हे. आर. असून, सर्वे नं. १५ (पार्ट), १७/१,१७/२, १७/१, १७/४, व १८, प. ह. नं. ५०-A आहे.

सदर दस्तास मुंबई मुद्रांक अधिनियम १९५८ चे कलम २ (na) प्रमाणे बाजारमूल्य रु. २०,४९,८९,५००/- इतके निश्चित करण्यात येत आहे.

म्हणून, बाजारमूल्य रुपये २०,४१,८९,५००/- या रकमेवर मुंबई मुद्रांकअधिनियम १९५८ चे अनुच्छेद 36 (iv) नुसार ३ टक्के दराने मुद्रांक शुल्क रु. ६१,४९,६८५/- देय ठरतो. मुळ दस्तास काहीच मुद्रांक शुल्क न दिल्याने सदर दस्तास रु. ६१,४९,६८५ चे मुद्रांक शुल्क कमी पडलेले आहेत.

म्हणून, प्रस्तूत सदर दस्तास रुपये मुद्रांक शुल्क रु. ६१,४९,६८५/- (रुपये एकसस्ट लक्ष एकोनपन्नास हजार सहाशे पंच्यांशी फक्त) देय असल्याचा अभिनिर्णय देण्यात येत आहे.

हा निर्णय मुंबई मुद्रांक अधिनियम १९५८ चे कलम ५३ (अ) खालील तस्तूदीचे अधिन राहून

देण्यात यत आहे. उपसोकतं अभिनिर्णयानुसार आपण प्रस्तावित दस्तास देय ठरणारे मुद्रांक शुल्काची रक्कम कोषागार / उपकीषागार / फूँकीग व्दारे सुद्रांकित करुन अथवा या कार्यालयाकडून चलान व्दारे शासन जमा करुन, सदरचा दस्त निष्पादीत करुन या कार्याक्याकडे दाखल केल्यास तो दस्त या अभिनिर्णयानुसार कलम ३२ खाली प्रमाणित करुन दिला जाईल.

C(a55-2, H)

🔑 अभिक्ति एम. ए. डी. सी., नागपूर एनर्जी

तपें, प्रमीत गंभणे, रा. प्लॉट नं. ३९,

अबाझरी ले-आऊट, नागपूर -१०



हांक जिल्हाधिकारी, 99) ६(१० नागपूर ग्रामीण

D/Aigy-2/Lease Deed-22

SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel: 022-61778151 E-mail:

Mode of Receipt

Receipt Date: 12-JUN-2010

Receipt Id:

RECIN-MHMHSHCIL01009052198351191

Account Name: SHCIL-MAHARASHTRA

Account Id:

mhshcil01

Instrument Number : Received From: ABHIJEET MADC NAGPUR ENERGY PVT LTD Pay To: Instrument Type: RTGS Drawn Bank Details Out of Pocket Expenses: 0.0() Bank Name: AXIS BANK LTD UTIBH10163096146 Instrument Date: Instrument Amount: 6149685 (Sixty One Lakh Forty Nine Thousand Six Hundred And Eighty Five only) Branch Name : CIVIL LINES NAGPUR 12-JUN-2010 3008 2090 20 Aniot the Joing

गाव नमुना सात (अधिकार अभिलेख पत्रक) (मकराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोदवझा (तवार करणे व सुस्थितात ठेवणे) निधन, १९७३ वातील नियम ३, ४, ६ आणि ७) गाव करिरास्तु । पुरुष्ट तालुका डिंगाला. भूमापन क्रमांक मूमापन क्रमांकाचा उपविभाग मूधारणा पद्धती भोगवटाद्वाराचे नाव खातें क्रमांक भी बा व 94 कुरकी सिधी-कार्या कोरर-१ मंबर्ग प्र कुळाचे नांव शेताचे स्थानिक नांव लागवडी योग्य क्षेत्र हेक्टर आर इतर अधिकार 82 मी. 2. 298 - व्यापी मी. 2. 21866 - व्यापी मी. 2. 220 18241108 92 92. 29 पोटखराब (लागवडीयोम्य नसलेले)-वर्ग (अ) वर्ग (ब) सीमा आणि भूमापन चिन्ह आकारणी जुडी किंवा विशेष आकारणी गाव नमुना विरा (पिकाची नोंदवही) (महाराष्ट्र जनीन नहसूल अधिकार अभिलेख आणि नोदवहा (प्रधार करणे व मुस्वितीत देवणे) विगम, १९७१ यातील नियम २९) क्ष्र माम माम क्ष्मीक क्ष्मीक पिकाखालील क्षेत्रांचा तपशील मिश्र पिकाखालील क्षेत्र निर्भेट पिकाखर घटक पिके व प्रत्येकाखालील क्षेत्र जत सिमित जल सिचित अजल 和 99 24 50 है. आ. हे. आ हे. आ हे. आ हे. आ हे. आ पत्यप्रतिनिप्ये

गाव नमुना सात (अधिकार अभितेख पत्रक) ट्र जमीन महसूत अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुन्धिर्तात डेंदणे) निवन, १९७३ पातील नियम ३, ५, ६ आणि ७) क्री (न्युर्ड) प्रवक्ष तालुका हिंगणा खातें क्रमांक 🕫 🤇 मोगवटाद्वाराचे नाव भूमापन क्रमांकाचा उपविभाग ,।पन क्रमांक महत्यादु एगरणे हैं डेन्ह्नपरेट रंपणी लिकी कार्यान्य, नर्ले हैंड बेंटर 9 संबर्ध प् युद्धाचे नांव भीय 9 96/9 शेखने स्थानिक नांव लागवडी योग्य क्षेत्र हेक्टर में के 500 मी 2 संगर्भ के 3 200 मी 2 संगर्भ 2. TE एकूण पोटखराब (लागवडीयोग्य नसलेले) ৰৰ্গ (अ) ৰৰ্গ (ৰ) सीमा आणि भूमापन चिन्ह रुपये ह आकारणी जुडी किंवा विशेष आकारणी गाव नमुनी बारा (पिकाची नोंदर्वहा) (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नेपवेदी, तिचार करणे व सुस्यितीत विषे) नियम, १९७१ पातील नियम २९) पिकाखालील क्षेत्रांचा तपशील क्षेत्र मामाप्त संकेत माम अधिक क्षेत्र स्थापन संकेत माम अधिक क्षेत्र स्थापन संकेत माम अधिक स्थापन स्यापन स्थापन स्यापन स्थापन स निर्मेख पिकाखोलील क्षेत्र सिक्तावे साधन मिश्र पिकाखालील क्षेत्र घटक पिके व Rifter (Affan प्रत्येकाखालील क्षेत्र जल सिवित पिकाव अजल H विकास अज्ञास स्थित स्थित स्थित ज्य 思 95 €9 ११ हे आ हे आ हे. आ. हे. आ हे. आ 4 ह 100 2.58 2090 3008 शत्य प्रतिविचयो का रेक्समा, जि. मागप्र

गाव नमुना सात (अधिकार अभिलेख पत्रकः ष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदेवद्वा (तयार करणे व सुल्यितंत ठेटपे) नियम, १९७१ वातील नियम ३, ५, ६ आणि ७) स्रिट्युरी (प्रकार तालुका <u>विभागा</u> जिन्हां नामपु खातें क्रमांक 3-5 भूमापन क्रमांकाचा उपविभाग भोगवटाद्वाराचे नाव महाराष्ट्र एकरपोर्ट डेस्ट्रक्तो केनी लि कार्य वर्ल देव कुळाचे नांव 2599 969 dozc - 9 325 4 क्षेताचे स्थानिक नांव लागवडी पोग्य क्षेत्र हेक्टर आर इतर अधिकार 9 के उ महा भी मा । किया रहते 4, 0 220 th scattles 90 एकूण पोटखराव (लागवडीयोग्य नसलेले)-वर्ग (अ) वर्ग (ब) एकूण सीमा आणि भूमापन चिन्ह पैसे आकारणी: जुडी किंवा विशेष आकारणी गाव नमुना बारा (पिकाची निंद्वर्ष) (मलराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंद्रवर्ष (तयार करने व सुरियतीत विवे) नियम, १९७१ वातील नियम २९) पिकाखातील क्षेत्रांचा तपशीप 终 के सिमानिक व 14 मित्र पिकाखालील क्षेत्र वर्ष हंगाम करण्याचे घटक पिके व प्रत्येकाखालील क्षेत्र faffal faffal जल सिवित जल सिचित पिकावे नांव अजल अजल 层 思 25 24 28 १२ १३ 90 Ę हे. आ हे. आ हे. आ हे. आ हे. आ. हे. आ. 1119/210 3008 वन्यवितिशिषी व. सा. ज वर्षे

गाव नमुना सात (अधिकार अभिलेख प्रावक) . १९ जमीन महसूत अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुल्थितात टेवमे) नियम, १९७५ **वातील नियम ३, ५, ६ आणि** ७) 18 Mens न तालुका खातें क्रमांक 🛮 🥱 भापन क्रमांक भूमापन क्रमांकाचा भोगवटाद्वाराचे नाव पघ्दती उपविभाग महाराव्यू एकरपोर्ट डेन्ड्लपोर -96/3 264-9 मुळाचे नांव गिमी नामी नर्ल हेड १ मेंटर्न-५ क्रेज़चे स्थानिक नांव लागवडी योग्य क्षेत्र हेक्टर आर पोटखराब (लागवडीयोग्य नसलेले)-वर्ग (अ) वर्ग (ब) एकूण सीमा आणि भूमापने चिन्ह रुपये आकारणी जुडी किंवा विशेष आकारणी गाव नमुनी बारा (पिकाची नोंदवही) (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदरके (त्यार करणे व सुस्थितीत ठेका) निपम, १९७१ यातील नियम २९) लागवडीं साठी जफ्तम् नसतेनी जमीन वर्ष हे नाम होता सम्बद्धाः क्रिकारा सम्बद्धाः पिकाखालील क्षेत्रांचा तपशील निर्भेट पिकाखालील क्षेत्र सियनाचे सारान मिश्र पिकाखालील क्षेत्र घटक पिके व प्रत्येकाखालील क्षेत्र जल 到 思 25 9 90 15 0 6 हे. आ हे. आ हे. आ. हे. आ

tily 9. en

ब्रियमिति जिपके

200C/40thy

32/4

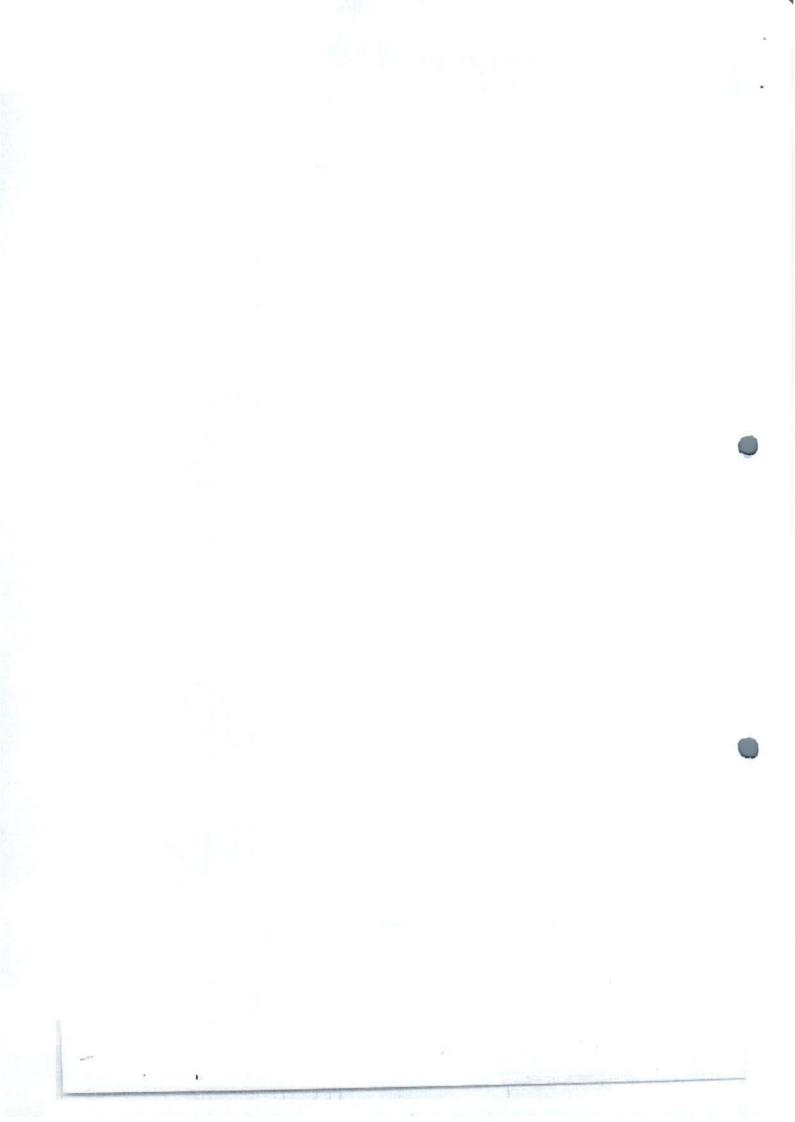
गाव नमुना सात (अधिकार अभितेख पत्रक) প্রে जमीन महसूल अधिकार अभिलेख आणि नौददक्षा (सवार करणे व सुस्थितीत ठेवणे) नियम, १९७५ पातीस नियम ३, ५, ६ आणि ७) Enon जिन्हा जारापूट <u> त्या / प्रभ</u>न्न तालुका भूघारणा पध्दती खातें कमांक 🚟 🤊 गपन कमांक मूमापन क्रमांकाचा भोगवटाद्वाराचे नाव उपविभाग 27-4-9 9698 बूबावे नांव क्रेताचे स्थानिक नांव लागवडी योग्य क्षेत्र हेक्टर आर इतर अधिकार पोटखराब (लागवडीयोम्य नसलेले)-वर्ग (अ) वर्ग (व) एकूण सीमा आणि भूमापन चिन्ह **इ**पये आकारणी जुडी किंवा विशेष आकारणी गाव नमुना बारा (पिकाची नोंदवही) (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवही विवाह करणे व सुस्थितीत हेवणे नियम, १९७१ यातील नियम २९) पिकाखालील क्षेत्रांचा तपशील निर्भेळ पिकाखातील क्षेत्र मिश्र पिकाखालील क्षेत्र मा मिश्रणाचा संकेत वर्ष घटक पिके व Rifted प्रत्येकाखालील क्षेत्र जल सिवित जत सियित अजल 100 8 ** 24 4 4 17 13 हे. आ. हे. आ. हे. आ हे आ हे. आ हे आ जस्म प्रति विपी T. Tarvir, for order

गाव नमुना सात (अधिकार अभिलेख १८८८) .राष्ट्र जमीन नहसूल अधिवार अभिलेख आणि नीददक्षा (तयार करणे व सुत्यर्तत ठंदणे) नियम, १९७३ पातील नियम ३, ५, ६ आणि ७) Estery. चेरिख्डी 190% तालुका खातें क्रमांक मोगबटाद्वाराचे नाव मूधारणा पध्दती भूमापन क्रमांकाचा नुमापन क्रमांक महाराय, एमरपोरी देन्हापोर कंपती परिकार केपती कामी वर्ड हो उपविभाग भी य.9 95 व्येव्टर-१ मेंबर प्र क्रेताचे स्यानिक नांव इतर अधिकार लागवडी योग्य क्षेत्र आर खरेती में दू १७3 90 98 30/ 2002 म न्या हि 2810/01 अली 98190 के का २३० में ३७१११६ र वर्षी पोटखराब (लागवडीयोग्य नसतेले)-वर्ग (अ) सीमा आणि भूमापन चिन्ह वर्ग (ब) एकूण पेसे रुपये 99 34 आकारणी जुडी किंवा विशेष आकारणी 99 86 वरि। (पिकाची नोंदवही) 🛪 गाव नमुना तिवार करणे व सुरियतीत हेवसी) जिम्म, १९७१ पातील नियम २९) (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोदवर्ष पिकाखालील क्षेत्रांचा तपशील निर्में पिकाखाली माम् स्रिप्णाय सकेत क्रमक मिश्र पिकाखालील क्षेत्र घटक पिके व सिया जन सिका 明明 प्रत्येकाखालील क्षेत्र जत सिवित 臣 18 83 13 99 6 हे आहे आ हे. आ हे. आ 187 9890 बत्यप्रीतिविद्या जि. बागपुर

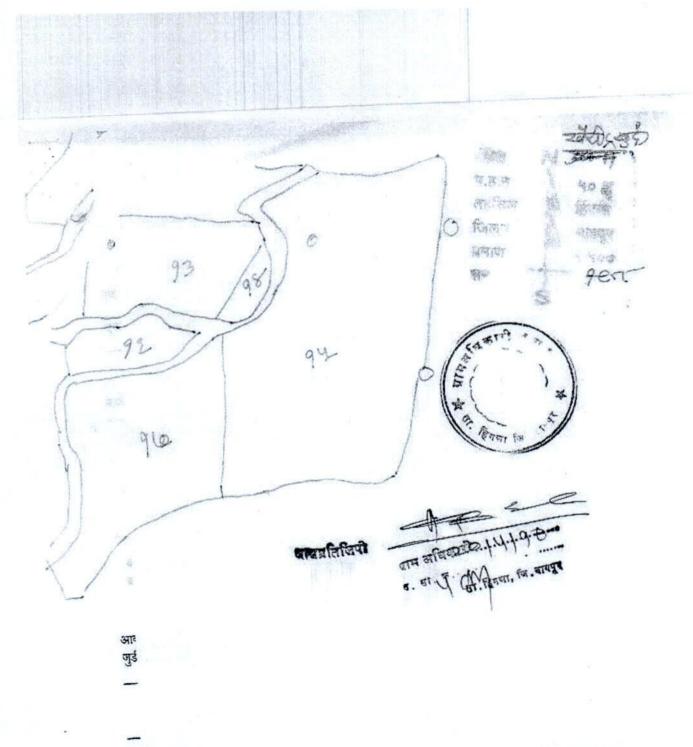
गांव ननुना आट - अ

धारण जिमनीची नोंदवही के मार्वकी

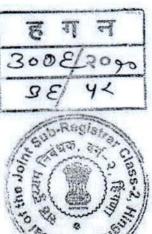
आसमिंवर खतावनी - जमाबंदी पत्रक तानुका रिक्राना मांव महाराट्ट्र एकिंग्टर्लाई उच्चलमें केंग्नि विकिर्ण । बाते क्रमांक्यासी सर्वा देंड जेन्टर - १ मुंबर्ग - ५ गांव टब्बर (८५०) पसुलोसाठी भूमापन गांव नमुना सहा मधिल क्रमांक व दुभाला स्थानिक उपचार क्षेत्र आकारणी उप-विमाग जिनीवरील एकुष नोंद किया जाडी क्रमांक जि.प. ग्रा.पं. नुकसान ६(व) **E(31)** 9 3 3 4 आ. Ę. Ħ. F. 99=36 76-19 95 98-40 96/3 2-24/2019 920 2=12. 2=40 9,049 96/9 10 2559 98 9-98 96/2 2=400 7,4019 94 92= 22 36=104 919 9 note 96/8 9-0 2:45 544= 18 E4-92 4525 34= 80 84-92 6 १३ २५१११६ क्ष्मप्रतिकरी e. et Wor हा दिवना वि जानपूर क्रिका १ - appropriate the state of the

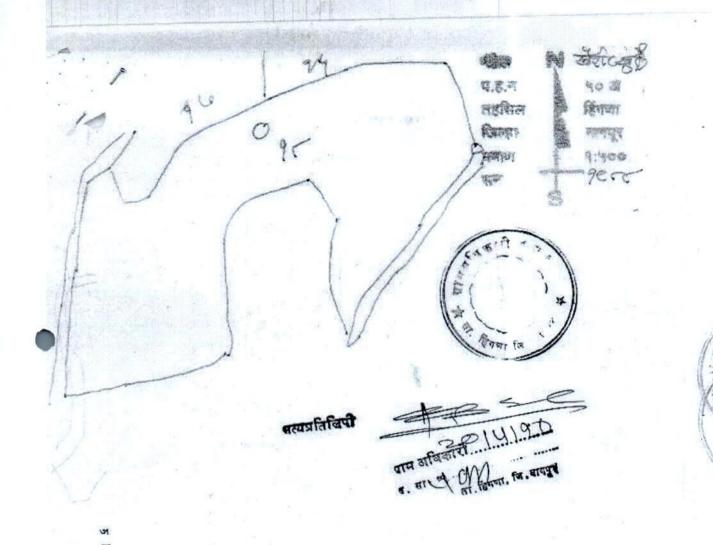






2000 c





ह ग न 300 E/२० % 36/ 42

200l

गाव नमुना सात (अधिकार अभिलेख पत्रकः)

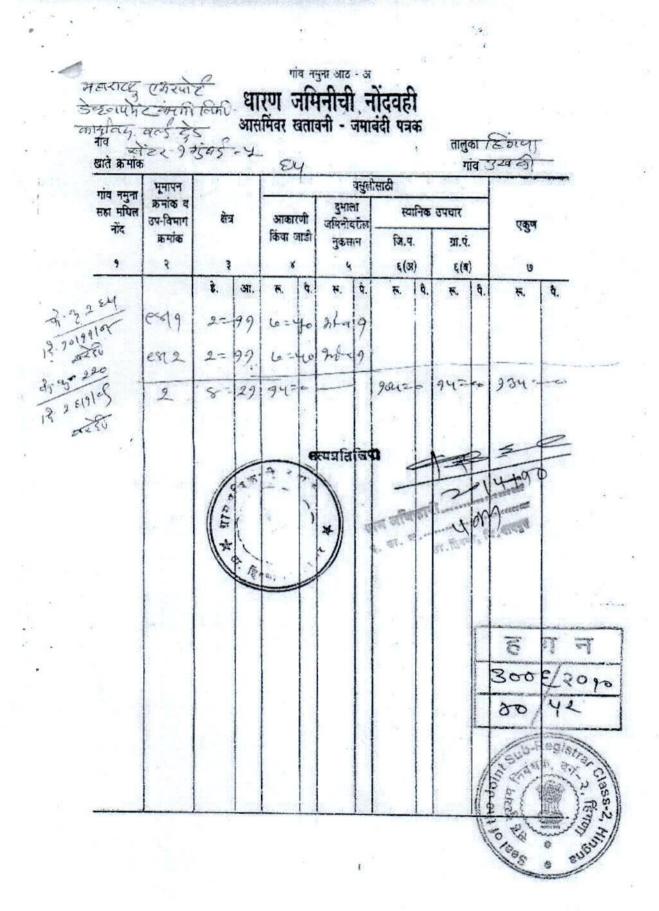
(महाराष्ट्र जमीन महसूल आयेकार अभिलेख आणि नीदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७३ यातील नियम ३, ५, ६ आणि ७) गाव उन्नी एला २ मेग हर पार्वेश. 18own भूमापन क्रमांक भूयारणा पध्दती मूमापन क्रमांकाचा खातें क्रमांक 933 भोगवटाद्वाराचे नाव महाराद् एकरपार उन्हमप्रोट 2149 कुलाचे नांव es19 श्रेताचे स्थानिक नांव लागवडी योग्य क्षेत्र हेक्टर आर इतर अधिकार भे न् 2 हम गई १० | गोधर करेंद्रे भी न २००१ मिश्राची अवरही 99 पोटखराब (लागवडीयोग्य नसलेले)-वर्ग (अ) वर्ग (व) एकूण सीमा आणि भूगापन चिन्ह **ह**पये आकारणी जुडी किंवा विशेष आकारणी गाव नमुना बारा (पिकाची नोंदवही) (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंबबद्धा त्यार करणे व सुस्वितीत ठेवणे नियम, १९७१ पातील नियम २९) लागवडीसाठी पिकाखालील क्षेत्रांचा तपशील उपलब्द नसस्तेन निर्भेळ पिकाखालील क्षेत्र मिश्र पिकाखालील क्षेत्र THEF वर्ष घटक पिके व सिवनावे सिक Right जल सिवित प्रत्येकाखालील क्षेत्र अवस अजल स्वक्ष 忠 33 83 20 हे. आ हे आ हे. आ हे. आ हे. आ हे. आ 4179 2.99 300 स्प्रति चिप्

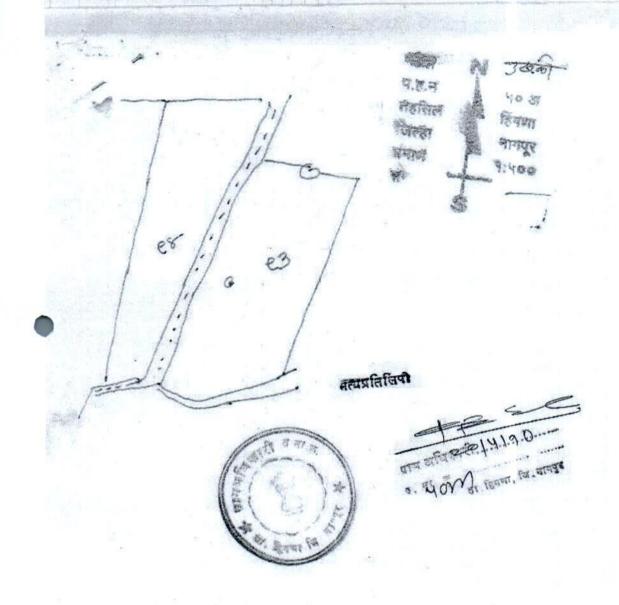
गाव नमुना सात (अधिकार अभिलेख पत्रकः) (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोदवस्रा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७३ सातील नियम ३, ४, ६ आणि ७)

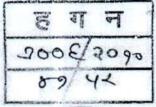
कुडे
\
₹.
इतर अधिकार फे कु २९९ महिन्द में कु २७४ महिन
2 3-26x16
र्सामा आणि भूमोपन चिन

गाव नमुनी बारा (पिकाची नौंदवही) (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवही (तैयार करणे व सुस्थितीत ठवणे) नियम, १९७१ यातील नियम २९)

वर्ष			पिकाखालील क्षेत्रांचा तपशील								तागवंडीसाठी					Land Control Control		
			मिश्र पिकाखालील क्षेत्र					निर्भेळ पिकाखालील क्षेत्र			उपलब्ध नसर्देशी जमीन		सावन	i i				
	वर्ष	हंगाम	गिश्रणाचा संके क्रमांक	वित	अजल सिष्टित	घटक पिके व प्रत्येकाखातील क्षेत्र		胆	ign.	सिक्त			जल सिंचनाचे स	जमीन करण्याचे नाव				
				जल सिचित		पिकाचे नांव	जल सिचित	अजल	Abrid	To the second	अजल सिचित	स्वरूत	茂	42000000			भ्र	
	3	.२	3	8	4	Ę	9	2	8	20	\$\$	8.5	१३ हे. आ	18	24		31	=
		0		हे. आ	हे. आ.		हे. आ.	हे. आ		हे आ	हे. आ	1 -			- 1	G	- 5	
gust	1	柯肯										7283)	279			3	00/8	200
1	90																P/ A	12
							ins.	नत	u fà	चिपा		1	-	-			1	-
										विषा	=		1	214	190	1	b-Rec	The state of the s
										1	3	P200	ACM		-	13	वंशक,	3 Mar C
						1				1	200	. 0	81.1	a state of	M. ELITE	100 E	1	الم مركورا
		-									50 "		911			the	1 4	13
	-				1	1	1	-	-	-	1	1	1		, ,	100	G	SA SA
																11/2	0_ 3	050/











Abhijeet MADC Nagpur Energy **Private Limited**

COPY OF RESOLUTION PASSED BY CIRCULATION BY BOARD OF DIRECTORS OF ABHLJEET MADC NAGPUR ENERGY PRIVATE LIMITED ON 09th June, 2010

Adjudication, Registration and Execution of Lease Deed

"RESOLVED THAT

- The Company do Adjudicate, execute and Register Indenture of Lease/Lease Deed (between Maharashtra Airport Development Company Limited and Abhijeet MADC Nagpur Energy Private Limited) admeasuring 35.03 Hectares of land, situate in village Kharikhurd and Ukhali with in the jurisdiction of Hingna PS and Tahsil: Hingna, District: Nagpur (Rural) for setting up 246 MW set and transmission and distribution system".
- Shri Manoj K.Jayaswal or Abhishek M.Jayaswal or Shri A.B.P Kesan or Shri ii. Piyush Banthia be and is hereby severally authorized to execute the Indenture of Lease/Lease Deed for and on behalf of the Company.
- Shri Pramod R.Gabhane, Shri Kalyan Ghosh, Shri Sanjay Dey be and is iii. hereby severally authorized to apply for adjudication of documents and registration of the Indenture of Lease/Lease Deed for and on behalf of the Company.
- The Company does affix the Common Seal wherever necessary in accordance iv. with Articles of Association of the Company in the presence of Shri Manoj K.Jayaswal or Shri Abhishek M. Jayaswal or Shri A.B.P.Kesan or Shri Kalyan Ghosh or Shri Piyush Banthia Authorized Signatory.

//CERTIFIED TRUE COPY// FOR ABHIJEET MADC NAGPUR ENERGY PRIVATE LTD

Director







भारत निवडण्क आयोग ओळखपत्र ELECTION COMMISSION OF INDIA IDENTITY CARD

URC1626779



: शिवकुमार गोपाल लांनेवार मतदाराचे नांब

Elector's Name

: Shivkumar Gopal Lanjevar

वडिलांचे नांव

: गोपास लांजेवार

Father's Name FORTH Sex

: Gooal Lanjevar : TEN MALE

जन्म तारीख/Date of Birth

: XXXXXV1986

URC1626779

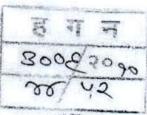
274,दुर्गानगर-गांव डिगडोह

तालुकाः हिंगणा जिल्ह्य.नागपुर(महाराष्ट्र) 440016

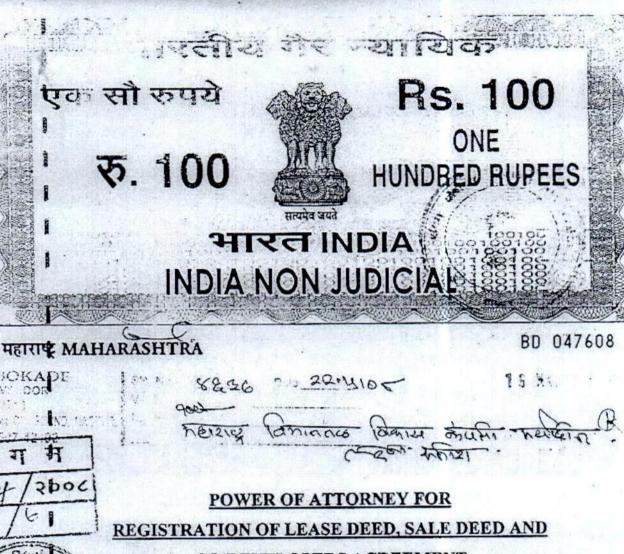
274, Durganagar, GRANI, Digadoh TEHSIL, Hingana DISTT, Nagpur (M.H.)-440018

04/04/2009 50-मिगण विधानसभा मतदारसंघ करिता मतदार नोंदणी अधिकारी योच्या सहीमा शिक्का Facsimile Signature of the Elector's Registration Officer for 50-Hingna Constituency

क्रिन SU-Hingha Consumency
कर्ता बरली-उर्धा-केला तथीन परनावर आपले कर भतवार यादीत
सम्बन्धित अर्थान केला परनावर आपले केला भतवार यादीत
करानेश्वर आपले मा परनावर भीवा करेर से कार्ड प्रमणकर
का करानेश्वर आपला कर्य नेवर अर्थान्य कर्या
कि case of change in address, mention this Card No, in
the relevant Form for including year a zine in the roil at
the changed afforms and to obtain the call with same
number







CO-DEVELOPERS AGREEMENT

I, Rameshchandra Sinha, aged 69 years, Vice Chairman & Managing Director, M.A.D.C.Ltd., a company within the meaning of Companies Act. 1956, having its-Registered Office at 12th Floor, World Trade Centre, Cuffe Parade, Mumbai -400 005. BY THIS DEED OF POWER OF ATTORNEY executed this 2.5... & day of May, 2008 in favour of Mohammad Abdul Abid Ruhi S/o. Abdul Razak, age 234 years Bunglow No.41/2, Anand Nagar, Ramgiri Road, Behind Van Bhavan, Civil Lines, Nagpur 440001, (hereinafter called the Attorney) to be my lawful Attorney in my name and on my behalf to do any one or all of the following acts, deeds, and things.

Whereas MADC is engaged in the business/activity, interalia, to design plan, construct airports/air traffic termination. Presently the company has undertaken the job of developing Multi Model International Passenger and Cargo Hub Airport Project at Nagpur (hereinafter referred to as MIHAN Project).

Whereas the lands acquired are situated at Nagpur and the registration of Lease Deed and Co-Developers Agreement and the Sale Deed of the land of Mouza Khairi (Khurd) & Ukhali of Tahsil Hingna required for Captive Power Plant in MIHAN of these lands falls within the jurisdiction of Sub-Registrar of Assurances Nagpur and Hingna.

Whereas Shri. R.C. Sinha, Vice Chairman & Managing Director, is unable to appear before the Sub-Registrar, Nagpur or Hingna for the purpose of Registration of the Lease deed, Co-Developers agreement and Sale deed, due to pre-occupation/busy official schedule.

Whereas due to these reasons it is felt expedient to appoint a proper person as

Attorney who shall appear before the Sub-Registrar, Nagpur to present for
registration of Lease deed and Co-Developers agreement in respect of the
investors who invested in MIHAN Project at Nagpur and also for registration of
Sale deed before Sub-Registrar, Hingna executed by the Company by the hand
of Shri. R.C. Sinha, Vice Chairman & Managing Director and to admit execution
thereof.

Development Company Ltd., do hereby nominate, constitute and appoint Mohammad Abdul Abid Ruhi S/o. Abdul Razak, age 34 years, Bunglow No.41/2, Anand Nagar, Ramgiri Road, Behind Van Bhavan, Civil Lines, Nagpur 440001, as our true and lawful Attorney for us in our name and on our behalf, to do, act and transact the following acts, matters and things:

 To appear before the Sub-Registrar, Nagpur or Hingna and present for registration of Sale deed/s, Lease deed/s and Co-Developess agreement wherever is required by the Company by the hand of Shri. R.C. Sinha, Vice Chairman and

Whin

10/050

Managing Director in respect of the lands acquired / purchased under MIHAN Project, and to admit execution thereof on behalf of the Company.

- And generally to do all other deeds, matters and things as the Attorney shall deem fit and in respect of admitting the said Lease deeds and Co-Developers agreement and Sale deeds wherever is required before the Sub-Registrar, Nagpur or Hingna.
- 3. We hereby agree that all acts, deeds, things lawfully done by the Attorney be construed as acts, deeds, and things done by Company and we undertake to ratify and confirm all and whatever the said Attorney shall lawfully do and cause to be done by virtue of the Power of Attorney hereby given.

In witness whereof this deed of Power of Attorney is signed for and on behalf of Maharashtra Airport Development Company Ltd., by the hand of Shri. R.C. Sinha, Vice Chairman & Managing Director and the authorized person in this behalf on the day month and year first herein above written.

WITNESSES:

1 Thehands
[8: V. Chahande]

PRINCIPAL (1.C. SINHA, VC4HD, M.A.D.C and Addl. Chief Secretary, GOM)

 क्रमांकः 1.3.४८ मिसान ८० /२००८

दिनांक : ११.६. / ०६ / २००८

प्रति.

सह दृष्यम नियंशक हिंगणा

विषय:— दरनाची नोंदणी करण्याकरिंगा नोंदणी अधिनियम १९०८ चे कलम ८८(१) अन्वयं उपस्थित राहण्यापासून सुट मिळणेवायत.

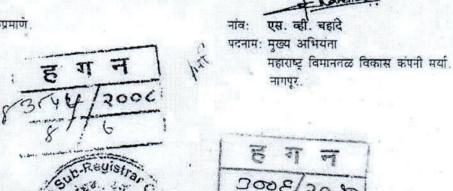
महोदय,

कळिविण्यात येते की, श्री. रमेशचंद्र सिन्हा, उपाध्यक्ष तथा व्यवस्थापकीय संचालक, महाराष्ट्र विमानतळ विकास कंपनी मर्या. भाडेपट्टयाचा, सह विकास करारतामा करण्यासाठी तथा खरेदी--विक्री करण्याकरिता देण्यात आलेला मुखत्यारपत्राचा दस्त त्यांनी स्वतः दि. २६/०५/२००८ रोजी निष्पादित (स्वाक्षरी) केला आहे.

सदरदस्त या कार्यालयाचे श्री. एम. एम. जयस्वाल, कार्यकारी अभियंना यांचे सोबत पाठिवत असून, गोंदणी कलम ८८(१) नुसार त्यांना कबुली जबाब (To Admit Execution) देण्यासाठी नोंदणी कार्यालयान उपस्थित राहण्याकरिता सुट ची तरतूद असल्याने त्यातून सुट मिळण्यात यांची.

करिता यासोबन जोडलेल्या मुखन्यारपत्राची नोंदणी करण्यान याबी.

सहपत्र: वरीलप्रमाणे.



BURNALISTAN I WILLIAM BLU DE LEEL DE MERKENEN

17/06/2008

दुय्यम निवंधकः

दस्त गोषवारा भाग-1

हगन दस्त क्र 3855/2008

1:75.41 pm

दस्तं क्रमांक :

3855 2008

10.

दस्ताचा प्रकार: नुखस्थारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठयाचा ठसा

अनु क्र. पक्षकाराचे नाव व पत्ता नाव MADCI to को मनजीय डायरेक्टर व व्यक्ति वेजरमन श्री स्नाट कि सिन्दा तर्फे सादर कर्ता श्री कार्यकार प्रमियता श्री रनाज मिन्दम जैस्थाल

वता धर प्रतेत न गल्ली परता

इमारतीय नायः

लिहून देणार वय 44

सही ८ - ५००%





वाद मोहम्मद अब्दुल आबीद रुही S/o अब्दुल रजाक

पत्ताः घर/फ्लॅट नंः गल्ली/ररताः ईभारतीये नायः ईमारत नंः पेट/वसाहतः -

राहर/गाय:आनंद नगर . रिष्टिल लाईन नागपूर तालका

तालुका पिन: प लिहून घेणार

य 34

सही 🔎







सह दुव्यम निंबधका, वर्ग-२, हिंगणा

ह ग न 3008/२०१० ४५/४



दस्त गोषवारा भाग - 2

हगन

दस्त क्रमांक (3855/2008)

्रिक्त क्षेत्र विकास के अपने क्षेत्र प्राप्त वास्त्र है । जन्म का स्थान के अस्त्र स्थान शुल्क : 100

100 a 70 (2008 01:23 PM

ਜ਼ਿਲ੍ਹਾ ਮੁਸਤੀ ਹਿੰਦ ਦਾ ਜ਼ਿਲ੍ਹੀ 2008 ਹੁੰਦਾ ਵੱਕਤ ਭਰਗਾ ਨੂੰ ਸ਼ਿਲ੍ਹੀ

(- Vary)

दस्ताचा प्रकार :48) मुखल्यारनामा

शिक्का क. 1 ची वेळ : (सादशैकरण) 17/06/2008 01:23 PM

शिक्ता क. 2 वी वेळ : (भी) 17/06/2008 01:27 PM शिक्ता क. 3 वी वेळ : (कबुली) 17/06/2008 01:28 PM शिक्ता क. 4 वी वळ : (अळिस) 17/06/2008 01:29 PM

दस्त नोंद केल्याचा दिनांक: 17/06/2008 01:29 PM

पायती क्र.:3856 दिनांक:17/06/2008

पावतीचे वर्णन नांवः M:A.D.C.Ltd. तफें मॅनेजींग डायरेक्टर य व्हाईस वेअरमन श्री रमेशबंद्र सिन्हा तफें सावर कर्ता श्री कार्यकारी अभियंता श्री मनोज मिनराम जैरवास

100 :नोंदणी फी

140 :नक्कल (अ. 11(1)). पृष्टांकगावी नक्कल

(30. 11(2)),

रुजवात (अ. 12) व छायाधित्रण (अ. 13) >

रही, हिंगणा

एकत्रित फी

240: एकुण

निवंधकाची

ओळख:

खालील इसम अस निवंदीत करतात की. ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळ्यनात

व त्यांची ओळख पटवितात.

1) श्री सुभाव विद्वलरावं वंहादे .घर/फ़लॅट नः

गल्ली/रस्ताः

ईमारतीचे नावः

ईमारत नः पेट/वसाहतः -

शहर/गावः घतोली नागपूर

तालुकाः -

पिन: -

2) श्री पुरुषोत्तम गुलाबराव टोसर ,धर/फ्लॅट नं: -

गल्ली/रस्ताः

ईमारतीचे नावः

ईमारत नः

पेट/वसाहतः

शहर/गावः सोमलधादा नागपूर

तालुकाः

पिनः



3008 3008





2090

प्रकाबी सही

g. निबंधकाची सही \

र्जियगाचे बुकाचे अप्रमेबरी नोंबला

सह बुख्यम निवधक वर्ग-२, हिगणां.

हिएसा.



हगन दस्त गोषवारा भाग-1 दस्त क्र 3006/2010 18/06/2010 दुय्यम निबंधकः 49144 5:35:10 pm हिंगणा दस्त द्र गंक: 3006/2010 दस्ताचा प्रकार: भाडेपट्टा छायाचित्र अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार अंगठ्याचा ठसा नावः मे. अमिजीत MADC नागपूर एनजी प्रा. लि.तर्के अधिकृत स्वाक्षरी कर्ता श्री प्रमोद रामलाल गमणे - -लिहून घेणार पत्ताः घर/फ्लंट नं: -वय गल्ली/रस्ताः -सही ईमारतीथे नावः -ईमारत नं: -पेव/वसाहत: -शहर/गाव:39 अंबाझ नावः महाराष्ट्र एक्षरपोर्ट डेव्हलपमेंट कंपनी लि. तर्फे 2 अधिकृत स्वाक्षरी कर्ता श्री. अबिद रुही S/o अब्दुल लिहून देणार रज़ाक वय 35 सही पत्ताः घर/फ्लंट नं: -



गल्ती/रस्ताः -ईमारतीचे नावा -ईमारत नं: -पेठ/वसाहतः -शहर/गाः

> सह दुवम निवधक, वर्ग-२, हिंगणा

दस्त गोषवारा भाग - 2

दस्त क्रमांक (3006/2010)

42146

दस्त क्र. [हगन-3006-2010] चा गोषवारा वाजार नृत्य :204989500 मोबदला 227695000 मरलेले मुद्रांक शुल्क : 6149685

दरत हजर केल्याचा दिनांक :18/06/2010 05:26 P.M निष्पादनाचा दिनांक : 16/06/2010 दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :36) भाडेपटटा

पावती क्र.:3006 पावतीचे वर्णन

दिनांक:18/06/2010

नाव: महाराष्ट एअरपोर्ट डेव्हलपमेंट कंपनी लि. तर्फे अधिकृत स्वाक्षरी कर्ता श्री. अबिद रुही S/o अब्दुल रज़ाक

20000 :नोंदणी फी

1040 :नक्कल (अ. 11(1)), पृष्टांकनाधी

नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

21040: एकण

418 \$97 may man 10000

दस्त नोंद केल्याचा दिनांक : 18/06/2010 05:35 PM

शिक्का क्र. 2 ची थेळ : (फ़ी) 18/06/2010 05:33 PM शिक्का क्र. 3 थी वेळ : (कबुली) 18/06/2010 05:34 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 18/06/2010 05:35 PM

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 18/06/2010 05:26 PM

ओळख:

खालील इसम असे निवेदीत करतात की, ते दरतारेवज करून देणा-यांना व्यक्तीशा ओळखतात. व त्यांची ओळख पटवितात.

1) प्रबोध अविनाश भूसारी ,घर/फुलॅट नं:

गल्ली/रस्ता: -ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव: 253 शंकर नगर नागपर तालका: -*

पिनः -

2) शिवकुमार अशोक लांजेवार ,घर/फ्लॅट ने:

गल्ली/रस्ताः -ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः -

शहर/गावः दुर्गा नगर हिंगणा नाका नागपुर

तालुकाः -

पिन: -

हिंगणा









मुद्रांक शुल्क: सवलत :अभि क. 79/2010-2011 दिनांक 9/6/10,कलेक्टर भुद्राक सुरक. ऑफ स्टॅम्प, नागपूर (ग्रामीन)

300 ह्लंबरी नोंबला

सह दुव्यम निबंधक वर्ग-२, हिगणा. दि ... १८ ... साहे ... सन २०१०

प्रमाणित करण्यांत वेते को, या दस्ताऐतकात

इक्ष पाने बाहेत.

सह दुग्यम निवंधक वर्ग-२.

हिंगपा.

