



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

~~100~~ GMR Energy LTD. Rajahmundry.  
~~589~~ REP Big. Mr. A Sahas J. Saha.  
~~16.4.2008~~ Rajahmundry.

M 532144

V. Sankar Reddy  
వేదుల శాంతాదేవి  
స్టాంపు వెండరు  
కడియం

### LONG TERM LEASE DEED

This Lease Deed executed on this day of 29<sup>th</sup> of April, Two thousand eight and BETWEEN the State of Andhra Pradesh represented by the Director of Ports, Kakinada, Andhra Pradesh, (hereinafter referred to as "GOAP or Lessor", which expression shall unless excluded by or repugnant to the context of meaning thereof include its successors and assigns) of the one part; AND M/s G.M.R. Energy Limited, Bangalore. Represented by Sri Arunendu Saha, Associate Vice President, hereinafter referred to as "the Lessee", (which expression shall unless excluded by or repugnant to the context or meaning thereof include its successors and assigns) of the other part.

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DIRECTOR OF PORTS  
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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

M 532143

~~100/-~~ GMR. Energy LTD - Rafahmundry  
~~5.81~~ REP BY - M.A. Saha S/o J. Saha.  
~~16.4.2008~~ Rafahmundry.

V. Santosh Reddy.  
 వేదూల శాంతారెడ్డి  
 స్టాంపు వెండరు  
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WHEREAS, the Lessee in the process of establish 240 MW Barge mounted combine cycle gas turbine power plant at Kakinada Port has applied to the lessor for allotment of 56.81 acres.

AND WHEREAS, after due consideration of the same and considering the importance of establish 240 MW Barge mounted combine cycle gas turbine power plant at Kakinada Port, the Government of Andhra Pradesh hereby agrees to lease out Port land to an extent of 48.81 acres in S.Nos.411 and 413 to the

EAST :  
 WEST :  
 NORTH :  
 SOUTH :

As per enclosed Site plan sketch

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NOW, THEREFORE, THIS DEED WITNESSTH AS FOLLOWS:

**1. GRANT OF  
LEASE**

In consideration of the application by the Lessee to the Lessor the Lessor grants lease vide G.O.Ms.No.8, I&I (Ports.1) Dept., dt.03.03.2008 and the lease charges hereby reserved and the mutual covenants herein contained, the Lessor hereby transfers unto the Lessee, by way of lease, the Scheduled Asset on the terms, conditions and covenants hereinafter contained in this Deed.

**2. PERIOD OF  
LEASE**

The period of lease shall be thirty (30) years. The period of lease may be renewed or extended by the Lessor on mutually agreeable terms.


If the land allotted to the Lessee is required by Government of Andhra Pradesh for developmental works of Kakinada Port, the Lessee shall shift to the alternate location approved by the Government of Andhra Pradesh.

**3. LEASE CHARGES** (a) The lessees shall pay to the Lessor annual lease charges at the rate of 6% on the land value of Rs.145/-/sqy., and as fixed by the Registration Dept., as revised from time to time @ Rs.15.25 Ps., per sqy., (ie) Rs. 36,02,666/- on Acs.48.81 in advance in one installment with initial E.M.D. equal to 6 months rent to be deposited at the commencement of the tenancy to be adjusted at the end of the tenancy with a provision for

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(Ports) Dept., dt.26.11.94 and as revised from time to time in respect of revision of ground rent. The Government reserves the right to enhance the rent at any time during the period of lease and the agreement is liable for cancellation, if the lessee is not agreed to pay the enhanced rent when so demanded.

(b) Any delay in payment of lease charges shall, without prejudice to any other remedy available to the Lessor, the lessor is entitled for payment of interest @ 18.5% per annum.

(c) The first annual lease charges payment shall be made on the date hereof and each subsequent annual lease charges payment shall be made on or before the date of occurring in advance on the successive anniversary of the date hereof in the relevant year(s).

(d) The lease charge shall be paid without any deduction further Service tax to be paid thereon @ 12.36% on existing lease charges and as revised from time to time by the Sales Tax Department and not withstanding the pendency of dispute or claim arising under this Deed. Provided that nothing contained herein shall prejudice the rights of the Lessee to seek adjustment, if any, in accordance with the eventual outcome of such dispute or claim.

(e) the Lessee can sublease the said land to third party only after obtaining written consent from the Lessor. If

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any deviation to above observed by the Lessor, the above Lease Deed automatically stands cancelled and the Lessor has right to take back the possession of the said land.

**4. COVENANTS BY  
THE LESSEE**

The Lessee doth hereby covenant with the Lessor as follows:

**4 (1) TO PAY RATES TAXES, ASSESSMENTS AND OTHER OUTGOINGS** That the Lessee shall also pay all rates, taxes service charges, payable by any of non-agricultural land assessments and any other assessments or outgoings now payable or hereafter become payable either levied by the Central / State Government or by the Local Authorities etc. in respect of the said premises and any buildings and service charges payable to the Lessor for the time being standing on the said place of land or any part thereof and any buildings or structures etc, that may be constructed in future thereon. If the rates, taxes and service charges, assessment or out-going etc., are not paid on the due date the outstanding amounts of service charges etc, shall carry interest @ 18.5% per annum or any other higher rate of interest that may be fixed by the Lessor from time to time during the tenure of the lease and informed to the Lessee and the interest will be treated as part of rates, taxes and service charges assessments etc, and even if this interest is not paid, the same is treated as part of rates, taxes and service charges assessments etc, condition No.1 of General Provisions also shall apply.

**(2) TO COMPLETE STRUCTURES** That the Lessee at his own expense complete and finish and render fit for use of the structures / buildings with all

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requisite and prescribed standards as per plan approved by the Engineering wing of Port Department with required sewers drains and other infrastructure conveniences thereon within 6 (six) months from the date of these presents or within such further time as the Lessor grants.

**(3) TO OBSERVE** That the Lessee shall both in the completion of the said  
**LEGAL RULES** buildings and conveniences and at all times during the  
**& RULES AND** continuance of this demise observe and conform to all  
**REGULATIONS** such rules and regulation of the Lessor as shall for the  
**OF LESSOR AS** time being be made or remain in force and also such rules  
**TO BUILDINGS** and regulations as may be enacted or enforced by the  
 Lessor from time to time which may during the Period of  
 this lease have jurisdiction regarding land or building  
 over the land herein comprised or any part thereof.

**(4) DRAINS** The Lessee shall at his costs and expenses make all  
 drains on the said premises to the satisfaction of the  
 Lessor and lead all such drains into any drains or sluices  
 which are or may be hereinafter constructed in any street  
 adjoining the said premises accordingly as he may be  
 directed by the Lessor and in connection with such  
 drains the Lessee shall set up construct and make all  
 pipes, manhole covers, inspection pits, traps, vents,  
 grantings and such other like things as may be necessary  
 and the Lessee shall whenever called upon by the Lessor,  
 aforesaid make and do all such alternations in the said  
 drains, pipes, manholes and other things as necessary.

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**(5) REPAIR OF  
DRAINS**

That the Lessee shall at his own expense provide maintain and keep in good repair and cleanse the drains sluices and gutters leading from the said buildings and premises latrines and privacies and all pipes, manholes, covers, inspection of pits, traps, vents grantings and such other things as aforesaid in such manner as they may require without requiring any notice in that behalf from the Lessor or any other person or persons whomsoever or as may be required by the Lessor.


**(6) REPAIRS OF  
PREMISES  
BUILDINGS  
ETC.**

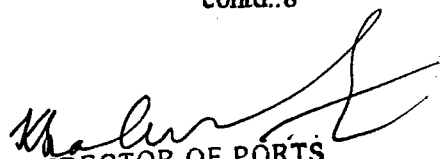
That the Lessee shall during the said term herein granted at his own expense when required and whatsoever called upon by the Lessor so to do or not will and substantially repair support cleaned and keeping good and substantial repair (including all usual and necessary internal and external painting, colour and white-washing to the satisfaction of the Lessor the said premises and buildings and the wall pavements drains and fences thereunto belonging and also fixtures and additions thereof).

**(7) INSPECTION  
OF PREMISES**

That the Lessee shall permit the Lessor or its subordinates at any time when occasion shall require during the term hereby granted in the date after twenty four hours of previous notice in writing to enter into and upon the said demised premises and the buildings thereon to view the condition thereof and of all defects and want of repair there found to give or leave notice in writing on or at the said premises for the Lessee to repair the same within the said time the Lessee will repair and make good all such defects and wants or repair as

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aforesaid to the satisfaction in any respect of the Lessor or its subordinates.

**(8) ALTERATIONS** That the Lessee shall not cut or any of the principal walls of the buildings (for the time being) on any part of the ground hereby demised or make or permit to be made any alterations in or addition to the said buildings either externally or internally or in the architectural design or decoration thereof without the previous consent in writing of the Lessor for that purpose being first had and obtained.

**(9) RESTRICTION** (a) That the Lessee shall not without the previous  
**IN USE TO** consent in writing of the Lessor use or permit the said  
**WHICH** land or premises or any part thereof to be used for any  
**PREMISES ARE** purpose whatsoever other than for establishing offshore  
**TO BE PUT** base for providing service to exploration. Block  
 provided nevertheless at with the previous consent in  
 writing of the Lessor the said premises may be used for  
 any other purpose not prohibited by any Laws or  
 Regulations but in either case the Lessee will be required  
 to comply strictly with such rules and regulations of the  
 Lessor as may be for the time being in force or be  
 imposed hereafter in regard to the nature of occupation  
 upon the Estate of which the piece of land hereby  
 demised forms part and in the event of the Lessor  
 consenting to the said premises being used for  
 constructing / developing infrastructural facilities the  
 Lessee shall absolutely bound by the directions of the  
 Lessor as to the nature of the occupation upon the said

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premises and by any restrictions which may from time to time being imposed by Lessor as to the Trade which may be carried on and conducted therein.

(b) That the Lessee shall not do or cause or suffer to be done upon the said premises any act which shall in the opinion of the Lessor whose decision in this respect shall be final, is likely to be a nuisance or a disparagement, annoyance or inconvenience to Lessor against any damage to any property adjacent or neighbouring to the demised land suffered by the Lessor or any one claiming through him or either Lessee or Lessor as a result of fire accident, occurring in the demised land or any other cause irrespective of the consideration whether such fire or accident occurs under circumstances beyond the control of the Lessor or not".

**(10) NOT TO AFFIX DISPLAY SIGN BOARDS, SKY SIGNS OR ADVERTISEMENTS ETC.** That the Lessee shall not at any time during the continuance of this demise affix or display or permit to be affixed or displayed on the said demised premises or part thereof or on the roof or external walls of any building or erection for the time being thereon any signboards, sky-signs or advertisements painted or otherwise or any permanent or temporary attachment to any such roof or external wall of the like character unless the consent in writing of the Lessor shall have previously been obtained and unless any such sign board, sky sign or advertisement or permanent or temporary attachment shall have been previously approved by the Lessor or any Subordinate Officer deputed for the purpose.

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- (11) SANITATIONS** All Rules and Regulations and By-laws of the Lessor relating to health and sanitation which may be in force from time to time shall be confirmed by the Lessee and the Lessee shall either provide sufficient water borne septic tank latrines only for labourers and workmen employed on the same land as may be required by the Lessor. The Lessee shall not without the consent in writing of Lessor permit any labourers or workmen employed by them to live upon the said land and in the event of such consent in writing being given shall comply strictly with the terms thereof.
- (12) TO OBSERVE** That the Lessee shall observe and perform all such rules  
**ALL RULES &** and shall carryout all such directions as may from time  
**DIRECTIONS** to time being made or given by the Lessor with regard to  
**REGARDING** the removal of the refuses and other like things and to the  
**REMOVAL OF** sanitary improvement of the demised premises and  
**REFUSES ETC.** buildings or otherwise shall remove the said refuses and other things at the cost of Lessee.
- (13) NOT TO DIG** (a) The Lessee shall not make any excavation upon any  
**TANK OR** part of the land nor remove any stone, sand, gravel,  
**REMOVE** clay or earth there-from except for the purpose of  
**GRAVEL ETC.** forming the foundations of the buildings / structures or turning or making architect on the said Land in each and every case all stone, sand, gravel, clay or earth removed by the Lessee from the said land for any of the purpose aforesaid shall if the same is not used for and in connection with the construction of the said buildings or conveniences be the property of the Lessor and the Lessee shall have no right or claim whatsoever thereto.

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(b) That the Lessee shall not dig or excavate any tank in the demised premises not except as stated in above clause remove any gravel, sand, stone or earth therefrom, nor shall do any excavation but they may make a well therein with the written consent and approval of the Lessor in such manner as indicated and shall maintain the said well upon such terms and conditions on the Lease shall from time to time determine.

**(14) TO MAKE ALL MEASURES FOR PREVENTION OF MOSQUITOS AND MALARIA.** Then the Lessee shall at his expense take all such measures for the prevention of the breeding of mosquitoes and malaria as shall be required by the Lessor.

**(15) INSURANCE** That the Lessee shall throughout the said terms to keep all and every building or structure already erected or which may be erected on the said land excluding foundations and plinth insured to the full insurable value thereof against loss or damage by fire and all other risks.

**(16) TO CONSTRUCT CULVERTS** That the Lessee shall at his cost construct suitable Culverts, over drains or water pipe at the entrance or over any open drains which may have been built or which may be built in future at the side of the road adjacent to the demised premises.

**(17) TO ERECT BOUNDARY WALLS AND ENTRANCE GATES** That the Lessee shall at his cost erect boundary walls round the demised premises at such cost erect entrance gates thereto and shall keep and maintain the same in good order and condition. A clear space of 10' should be left vacant all-round from the inside fact of the

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compound wall. The bottom-most footing of the compound wall should be within the leased premises.

**(18) TO YIELD UP  
ON PREMISES IN  
REPAIR AT THE  
END OF TERM**

The Lessee agrees to remove the structures, erections etc. which have been built and which shall have been built thereon during the said term and all drains and appurtenances thereto and also together with all fixtures, windows, doors, shutters, fastenings, water closets, cisterns partitions, fixtures, process shelves, pipes, pumps, rails, poles, locks and all other fixtures before the last day of the lease deed and hand over vacant possession of the land in the condition in which it was given on lease to the Lessee. If the lessee fails to hand over the vacant possession of the land after removing the structures, assets, any materials etc., on the day the lease period expires, the lessee agrees to leave the structures as they are, without claiming any compensation for the said buildings etc. If any of the buildings is removed in portion, the lessor is at liberty to get the same removed at the cost of the lessee. If these presents shall be determined in pursuance of Clause-1 of the General Provisions hereunder then the lessor shall pay to the Lessee compensation for the buildings as provided in the said clause.

**(19) ASSIGNMENT**

(A) That the Lessee shall be competent, during the period of demise to mortgage the super structure raised by him in the demised land, for securing necessary loans from any bank / financial institution with prior permission of Lessor Mortgage Fee of 1% of loan amount or minimum Rs.5,000/- to be paid to Lessor

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while exceeding Mortgage. He shall not be competent under any circumstances to create any encumbrances on the land.

(B) The Lessee is entitle to transfer the said superstructure constructed by him to a third party after obtaining written consent from Lessor paying transfer fee as applicable below:

Transfer fee = 50% of (Premium B – Premium A) x

$$\frac{\text{Balance of Term of Lease}}{\text{Actual Term of Lease}}$$


Where Premium B = Present Lease charges which Lessee paying to Lessor.


Where Premium A = Original lease charges paid by Lessee at time of execution of Agreement.

**(20) TO MAKE AGREEMENTS FOR INGRESS AND EGRESS FROM ROADS** That the Lessee shall at his cost make arrangements for ingress and egress from the roads to the demised premises if and where necessary and the Lessor shall have no concern therewith. The Lessee shall keep sufficient space for parking the vehicles and comply with the statutes under no circumstances parking of any type of vehicles out side the said premises.

**(21) LESSEE ALWAYS TO HAVE AN AGENT IN KAKINADA** That the Lessee shall at all times hereafter during the continuance of the term hereby granted have and keep the Lessor informed of a duly constituted attorney residing and carrying on business at Kakinada where shall for all purposes whatsoever in connection with the lease fully and effectively represent him and that the Lessee will in every respect ratify and confirm all and whatsoever the said attorney may do in the premises AND the lessor doth HEREBY covenants with lessee as follows:

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**(22) STATUTORY CLEARANCES** That the lessee shall obtain all statutory clearances from the concerned authorities at his own expenses.

**5. COVENANTS BY LESSOR FOR QUITE ENJOYMENT** That the Lessee performing and observing all the covenants herein before contained may hold and enjoy the said premises during the said term without any interruption by the Lessor or any person claiming under him.

**6. GENERAL PROVISIONS** And it is hereby agreed and declared by and between the parties hereto as follows:

**(1) PROVISION FOR RE-ENTRY ON NON-PAYMENT OF RENT OR BREACH OF COVENANTS ETC.** Whenever Lessee fails to pay the lease rentals to the Lessor continuously for two consecutive years, it will be deemed by the Lessor that Lessee is not able to continue his business and thereby Lessor has right to re-enter and take back the possession of the said land without any intimation of Lessee.

**(2) COVENANTS REGARDING THE FUTURE USE OF THE PREMISES IN THE NEIGHBOURHOOD** That the Lessor and its Lessees, tenants and employees if duly authorized by it do so shall be at liberty at all times and from time to time hereinafter to make and carry out any reclamation in the neighbourhood of the demised premises which they think desirable and upon any part of the land adjoining to or in the neighbourhood of the demised premises (whether such land has or basins been re-claimed) to make construct and use doors, basins, landing places as per plan to be approved by the lessor to carry on business connected with offshore base AND shall also be at liberty to alter or raise the height of any

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buildings thereon notwithstanding that by reason of any of the matters above referred to or any nuisance arising there from the light and air or the view or prospect or the convenience or comfort now or hereafter to be enjoyed by the Lessee in respect of the premises hereby demised or the buildings now or hereafter to be erected thereon may be affected AND no claim whatever by way of compensation or otherwise shall be made in respect of any such matters.

**(3) RESOLUTION  
OF DISPUTES**

In the event of any dispute, question or difference at any time arising between the parties hereto or their respective representatives or assigns touching or arising out of or in respect of those presents or as to the construction, meaning of the subject matter of these presents or as to any act done or omitted to be done under these presents or as the rights, duties and liabilities of the respective parties (Except such matters the decision where-of is otherwise expressly herein before provided for) the same shall be referred to Arbitrator by each party and in case of any disagreement the matter shall be referred by the Arbitrators appointed by the parties concerned and the arbitrators so appointed shall appoint third arbitrator who shall act as the presiding arbitrator. The cost of Arbitrators shall be borne by respective parties and the cost of third Arbitrator shall be shared by the parties equally if it is not otherwise decreed upon. The dispute shall be resolved under the Arbitration and Reconciliation Act 1996.

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DIRECTOR OF PORTS  
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**(4) TERMINATION OF LEASE** The lease shall automatically expire / stand terminated upon expiry / termination of the said Agreement. The termination notice issued under the said Agreement to the Lessee shall constitute and be deemed and construed to be notice of termination of lease under this Deed.

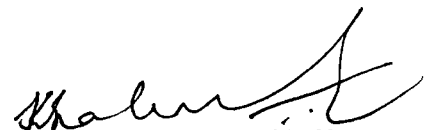
The Lessor shall be entitled to terminate the lease by giving six months notice to Lessee and in such case the Lessee shall be liable to vacate and deliver possession of the same to the Lessor.

The Lessee shall upon the termination of the Lease hereby granted yield up and deliver vacant and peaceful possession of the Scheduled Asset and without any claim for compensation for any development / construction made therein or for repair, maintenance, insurance, preservation, protection or any other costs incurred in respect thereof. Provided that nothing contained in this provision shall prejudice the Lessee's right to receive any payment / compensation for any of the assets created or provided by the Lessee and transferred to the Lessor upon termination of the Agreement in accordance with the provisions of the Agreement.

The Lessee shall remove structures built in the said land within three months of termination of lease. Any unauthorized occupation by the Lessee after termination of lease, Lessor is entitled to charge three times the lease rent on the said land till vacant possession is delivered by the Lessee.

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The Lessee shall promptly pay the lease charges formally demanded or not, and failure to pay the lease charges within the due date will attract interest as already stipulated in the above clauses for a period of 3 months (90 days) duly issuing notice. Failing to pay the lease charges with interest by the end of 3 months (90 days), the Lessor has the right to terminate the lease agreement. The Lessee shall pay one year lease rentals, one month in advance. If the Lessee fails to pay the lease rentals within the stipulated period, he shall be liable to pay liquidated damages at the rate of one percent per month or part thereof reckoned from the due date to the date of actual payment in addition to the charges levied at covenant 3(b).

If the Lessee further fails to pay the lease rentals in 3 months the Lessor shall be entitled to

- a. Forfeit the EMD paid by the Lessee.
- b. Initiate eviction proceedings for getting the Port premise vacated and take action for recovery of the amounts due and liquidated damages upto the date of actual vacation.

Conservancy cess charges are levied annually at the rate of Rs.1500/- per acre as applicable from time to time by the Andhra Pradesh Government. The same are to be paid along with lease rentals.

**(5) SUSPENSION  
AND DETER-  
MINATION OF  
AGREEMENT  
BY THE LESSOR**

The Lessor shall at any time and from time to time be at liberty in the absolute discretion without giving any reason to suspend temporarily land / or terminate this agreement and all the privileges hereby granted upon the expiration of one month notice in writing of its intention

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Authorizing Officer

*[Signature]*  
DIRECTOR OF PORTS  
ANDHRA PRADESH  
KAKINADA.

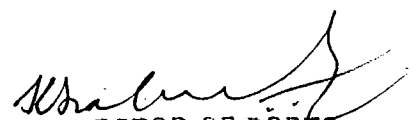
to do so being left at or sent by registered post to the Registered Office / last know address of the Lessee and not withstanding the Lessee has executed any work of temporary character and incurred expenses in the execution thereof the Lessee shall not be entitled to any damage or compensation by reason of such termination or suspension.

The Lessor reserves the right to terminate the agreement without assigning any reasons. Lessee shall not have any right for compensation or otherwise on account of such termination. The decisions of the Lessor will be final and binding over the Lessee. If the Lessor at any time requires the said land, the Lessee should handover the same to Port Department.

Any materials shall be kept on the said land at the sole risk and on the responsibility of the Lessee and if at any time owing directly and indirectly to such user or to the existence of the said materials or to the work of stacking and / or restacking and / or removing the said materials and restoring the land to its original condition or to the exercise by the Lessee of any privileges hereby granted or to any other cause arising out of the operation of this agreement any damage is caused to the Lessor or to the permanent way and works, rolling stocks or to any property.

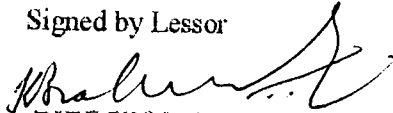
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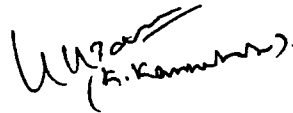
  
DIRECTOR OF PORTS  
ANDHRA PRADESH  
KAKINADA.

IN WITNESS WHEREOF, the parties hereto have caused this deed to be signed on their respective behalf by them duly authorised officials at the place and on the date first herein above written.


Signed by Lessor

  
DIRECTOR OF PORTS  
ANDHRA PRADESH  
KAKINADA.

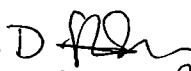

WITNESSES:

1.   
(H. Kumar)
- 2.

Signed by Lessee

  
Authorised Signatory

WITNESSES:

1.   
(D. SITARAM)
2.   
(Cheshar)