

પહોંચ નંબર: ૨૦૦૮૦૭૭૦૦૦૩૩૭

દસ્તાવેજ નંબર: ૨૧૭

દસ્તાવેજ વર્ષ: ૨૦૦૮

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માહે: ૧

સને ૨૦૦૮

દસ્તાવેજનો પ્રકાર ભાડાપટ્ટો

અવેજ Rs.૨૦૦૦૦

રજુ કરનારનું નામ Dhansukh Ghetiya autho.sign of raj international pvt.ltd

નીચે પ્રમાણે ફી પહોંચી

રૂ. પૈસા

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કુલ એકદરે રૂ.

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( અંકે રૂપિયા ત્રણસો પચાસ પુરા. )

દસ્તાવેજ

તે રજીસ્ટર ટપાલથી મોકલવામાં

ના દિવસે તૈયાર થશે અને-----આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશે

res.Kalyanpur

અગર Dhansukh Ghetiya  
autho.sign of raj  
international pvt.ltd

ને આપશો.

( ડે.એન.પટેલ )

સબ રજીસ્ટ્રાર  
પોરબંદર

પોરબંદર

IDB LTD.  
DR. RADHAKRISHNAN ROAD  
RAJKOT - 360001

GUJ/SOS/AUTH/AV/23/2005



STAMP DUTY 00000  
SPECIAL ADHESIVE  
Rs. ≈ 0001000 ≈ 15. 1. 2008  
363088 GUJRAT  
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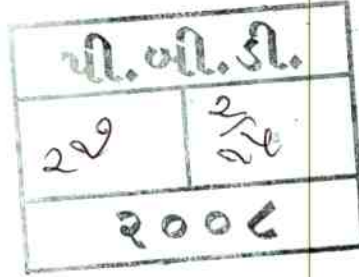


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RAJ INTERNATIONAL PVT. LTD  
*[Signature]*  
Autho Signatory

**SUB – LEASE DEED [ Original ]**

THIS SUB-LEASE DEED is made at **PORBANDAR** on this 16<sup>th</sup> day of **January** Two thousand and Eight by and between M/s. **SUZLON ENERGY LIMITED**, a company incorporated under the Companies Act 1956, having its Registered Office situated at "Suzlon", 5 – Shrimali Society, Nr. Shri Krishna Complex, Navrangpura, Ahmedabad –




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380 009, Gujarat (herein after called the "**Sub-Lessor**" which expressions shall, unless excluded by or repugnant to the context means and includes its successors, and assigns) of the **First Part**.

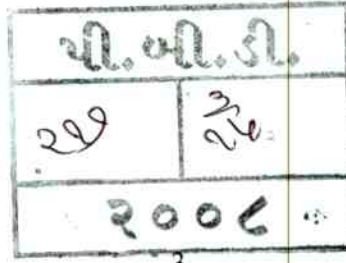
**AND**

**RAJ INTERNATIONAL PVT. LTD.**, a Company registered under the provisions of Companies Act, 1956 having its Registered office at 518, TRADE CENTRE, RING ROAD, SURAT-2, GUJARAT. (here in after called the "**Sub-Lessee**" which expression shall unless excluded by or repugnant to the context, means and include its successors and permitted assigns) of the **Second Part**.

WHEREAS:

- 
- A. The Sub-Lessor is in the business development of wind farm for installation of Wind Turbine Generator (WTG) "SUZLON" make and also provides incidental and ancillary Operation and Maintenance thereto.
  - B. The WTGs are used for generating wind energy and WTGs are popularly called as WIND MILLS.
  - C. The Sub-Lessor from time to time identifies the suitable land as per the policy laid down by an Appropriate Government from time to time to install WTGs for and on behalf of its customers as its incidental ancillary to its main business activity to enable its customers to develop the wind farm project.
  - D. The Sub-Lessor applied to an appropriate authority in the state of Gujarat for a suitable land to develop a wind farm project.
  - E. As per the Govt. Policy GR No. EDA-1-2001-3054-B (Part-II) dated 20<sup>th</sup> June 2002, the Hon'ble Collector by its Circular / Order No. **LAND/2/C/2986/2004 dated 07/01/05** has awarded a lease of the land of an area approx. **39.00** Hectare for development of the wind farm project at **KUCHHADI**.
  - F. By virtue of the above lease of the Demised Land at Village **KUCHHADI**, Taluka **PORBANDAR**, District, **PORBANDAR**, bearing **R.S. No. 1119/p** in favour of the Sub-Lessor, the relationship has been established between the Government of Gujarat and the Sub-Lessor as the Lessor and Lessee respectively.





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- G. By virtue of the above, the Sub-Lessor has been allowed to use the Demised Land for the development of wind energy project for 20 (Twenty years).
- H. Under the said lease, the Sub-Lessee is required to pay **Rs. 10000/- (@ RS.10000/- per 10000 sq. mtr)** per annum as a lease rent as per present rate to The Collector, **PORBANDAR**, or sub lessor and also required to perform the terms and conditions of grant of lease from time to time.
- I. Based upon the above facts, the Sub-Lessee has approached the Sub-Lessor and has requested the Sub-Lessor to grant a Sub-Lease for an **Area (10000 sq. mtr)** of the Demised Land to the Sub-Lessee for a period of 20 (Twenty) years or less- co expiring with period of original lease dated **07.01.2005** with Government, which expires on **06.01.2025** for the development of wind farm project to install 1 (one) No. of **0.6 MW** Capacity WTG, more particularly defined and shown with a red color mark in the plan annexed hereto and forming a part of this Sub-Lease Deed (herein after referred to as "**the Sub-Demised Land**").
- J. The Sub-Lessor being sufficiently and legally entitled to Sub-Lease the Sub-Demised Land has agreed to grant a Sub-Lease of the Sub-Demised Land to the Sub-Lessee, for the purpose stated herein upon the due payment of lease rent, deposit and compliance of the terms and conditions of the original grant of lease and Sanad existing between the Government of Gujarat and the Sub-Lessor from time to time.
- K. The Parties hereto are desirous of recording the terms and conditions mutually agreed to with respect to the Sub-Lease of the Demised Land.

NOW THEREFORE IN CONSIDERTON OF THE ABOVE PREMISES AND THE MUTAL COVENANTS AND PROMISES OF THE PARTIES HERETO, IT IS HEREBY AGREED AS UNDER:

1. The Sub-Lessor has been authorized to Sub-Lease the Government Land as per the Government of Gujarat Resolution Number: JMN/3903/UOR-29/A, dated 11/06/2004 which was issued by the Revenue Department, Sachivalay – Gandhinagar with a condition that after executing this Sub-Lease Deed with the Sub-Lessee, a copy of the Sub-Lease Deed so executed shall be submitted to the Collector Office, within thirty days from the date of the execution in order to enable the Government to



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collect the lease rent from time to time from the Sub-Lessee. In case of breach of this condition, this Lease Deed will be cancelled and the entire/Sub-demised land without any compensation and without any encumbrance will be transferred back to the Government.

2. The Sub-Lessee has expressly agreed and undertaken to comply in time the condition mentioned in clause 1 above.
3. The period for this Sub-Lease shall run and expire concurrently with the main lease deed but not beyond 20 years from date hereof. This Sub-Lease shall be renewed for a further period provided the main lease is renewed on terms and conditions as may be stipulated by the Government and the renewal shall be subject to the policy that may be framed by the Appropriate Government from time to time.

The Sub-Lessee has expressly agreed and assures the sub-lessor to pay regularly to the sub lessor or The Collector, *Porbandar* ~~Kutch~~ the present annual lease rent on pro-rata basis worked out at **Rs. 10000/-** Remaining portion of **R.S.No.1119/p** per annum for the sub demised land of **(10000 sq. mtr)** in advance and other rates and taxes that may be imposed from time to time and any increase in rentals by the Government from time to time. *Rent RS. 10,000/- Incl. all Taxes.*

5. The Sub-Lessee will have the right to terminate this Sub-Lease Deed and vacate the Demised Land before the expiry of the Term of this Sub-Lease Deed by giving at least two months prior written notice of its intention to vacate the Sub-Lease Demised Land. Upon the expiry of the said two months written notice of termination and upon vacating and handing over the peaceful possession to the sub lessor, this Sub-Lease Deed and the Sub-Lease so granted herein shall stand terminated.
6. The Sub-Lessee hereby covenants with the Sub-Lessor as follows:-
  - (i) That during the Term of the Sub-Lease Deed, the Sub-Lessee shall regularly pay the prescribed annual lease rent in advance on 1<sup>st</sup> of August of every calendar year as per rates or taxes that may be applicable at the relevant time.
  - (ii) The Sub-Lessee will use the Sub-Demise Land only for the purpose of installation of Wind Turbine Generators and operation of wind farms for generation of electricity and facilities associated therewith ("Purpose") and for





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no other purpose and keep the remaining portion of sub leased land open and un-constructed and that there is no impediment under any applicable law restricting the power and authority of the Sub-Lessor to grant Sub-Lease of the Sub-Demise Land for the purpose recorded herein.

- (iii) The sub-lessee shall abide by the terms and conditions of grant of main lease as well as of the sanad copies whereof are furnished to the sub-lessee and any subsequent changes therein as well as rules and regulations framed from time to time and development rules from time to time and shall always remain responsible and liable for non-observance or breach or violation of any of the terms and conditions of the grant of lease by the Government.

- (iv) In the event of the Sub-Lessee deciding to shift its operation from the Sub-Demised Land and / or close down and / or not running the wind farm activity on the Sub-Demised Land in that case it shall be lawful for the Sub-Lessee to notify in writing its respective decisions to the Sub-Lessor at least 30 days in advance. In such cases, the sub-Lessee shall be entitled to remove and/or dispose off its property subject to the charge or lien of the Sub-Lessor on the buildings and machinery so erected and installed on the Sub-Demised land and owned by the Sub-Lessee and such charge and lien shall continue till vacant possession of the sub demised land is given. In such an event the Sub-Lessor or its nominee(s) shall have first right to purchase the buildings and machinery or any other properties that exists on the Sub-demised Land duly owned by the Sub-Lessee at a mutually agreed price. The parties shall within a period of thirty days of the aforesaid notice, decide mutually the agreeable purchase price in respect of the properties so exists at the relevant time, however, in the event the Sub-Lessor does not exercise its first right to purchase the properties wholly or in part that exists on the Sub-Demised Land, in the manner aforesaid, the Sub-Lessee shall have the right to dispose / remove without affecting to or damaging the property that may be exists in such manner as it deems fit within a period of 60 days from the refusal by the Sub-Lessor to the offer so be made by the Sub-Lessee. The said buildings and machineries will be dismantled and be removed at the Sub-Lessee's cost and expenses and the same is subject to any claim of the Sub-Lessor over the Sub-Lessee.



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(v) The Sub-Lessee shall, subject to the provisions of the preceding sub-clause, upon the expiry of the term or earlier termination of this Sub-Lease Deed on the grounds stated herein-above or at the expiry of the renewed period of Sub-Lease, whichever is earlier, peacefully and quietly surrender to the Sub-Lessor the Sub-Demised Land after removing from at Sub-Lessee's cost all buildings and structures and machinery erected and installed thereon and owned by the Sub-Lessee, subject to forgoing provision in sub clause 6(IV) above.

(vi) The Sub-Lessor shall extend the said Sub-Lease period on terms and conditions as may be stipulated by the Government and the renewal shall be subject to the policy that may be framed by the Appropriate Government from time to time.

(vii) The area of Sub-Demised land is be approx. **(10000 sq. mtr)** for 1(one) no. of **0.6 MW** Capacity WTG.

7. The Sub-Lessor hereby represents, warrants and covenants with the Sub- Lessee as follows:

(a) The Sub-Demised Land is free from any and all charges, encumbrances, legal disabilities and / or liabilities whatsoever save and except under the original Lease Deed and the Sub-Lessor is not restricted in any manner whatsoever from granting the Sub-Demised Land on Sub-Lease to the Sub-Lessee in the manner contemplated under this Sub-Lease Deed, by any agreement, contract or document or by any rule, regulation or notification or by any order of a court, tribunal or any other authority.

(b) The Sub-Lessor has been authorized to grant the Sub-Demised Land to the Sub-Lessee and authorized to execute this Sub-Lease Deed as per the terms and conditions herein.

(c) The Sub-Lessor has complied with the requisite compliances under the applicable statutory provisions relating to the Sub-Demised Land and requisite stamp duties payable on the instruments relating the Demised Land have been paid.





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- (d) Generation of power in Non-Agriculture (N.A.) purpose; the sub-demised land is a Government Waste Land and is deemed N.A. land and as such the Sub-Lessor is not required to obtain a separate permission but is required to pay NA assessments as decided by the Government from time to time.
- (e) That the Sub-Lessee shall enjoy uninterrupted, quiet and peaceful possession, occupation and use of the Sub-Demised land for the Purpose recorded herein and without any interruption by the Sub-Lessor or any other persons whosoever upon the due performance of the terms and conditions of this Sub-Lease deed, however, the Sub-Lessee shall not be entitled to claim any rights, title and interest save and except as a Sub-Lessee under the present Sub-Lease Deed.
- (f) Notwithstanding anything contained in this Sub-Lease Deed, the Sub-Lessor acknowledges and agrees that the Sub-Lessee shall have the right, to create a security in respect of the sub lease hold rights in the Sub-Demised Land under this Sub-Lease Deed, in part or full, inter alia by the way of charge for the purpose of availing of any loan or financial facility for this wind power project only with prior permission of the Government of Gujarat and not otherwise. The Sub-Lessor hereby undertakes to give all such assistance and sign all such documents as may be necessary to enable the Sub-Lessee to create the foregoing security with respect to the Sub-Demised Land for the aforesaid purpose.
- (g) There are no pending or threatened litigation or proceedings of any nature whatsoever in connection with the Sub-Demised Land which may affect the Sub-Demised Land and / or the Sub-Lessor's rights and / or title to the Sub-Demised Land.
- (h) The Sub-Demised Land is not the subject of any official proceeding or notice of violation of any applicable laws including user laws and no such violation is known to exists; there is no restrictions of whatsoever nature in regard to the possession, occupancy or use, which is likely to preclude or impair the possession, occupancy or use of the Sub-Demised Land by the Sub-Lessee for the Purpose mentioned herein.





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8. The Sub-Lessor hereby unconditionally undertakes to indemnify and hold harmless the Sub-Lessee against any costs, claims, demands, penalties, losses or damages whatsoever that may be occasioned as a result of (i) defects in title; (ii) defects in ability to Sub-Lease; (iii) material breach of covenants, representations and warrants; and agreements (iv) breach of any terms or conditions of the Sub-Lease Deed; and (v) any hindrance or obstructions being caused in uninterrupted and peaceful enjoyment by the Sub-Lessee of the Sub-Demised Land for reasons solely attributable to the Sub-Lessor.
9. During the term of which the Sub-Lease is granted herein, the Sub-Lessor shall be entitled to nominate person from time to time and shall be free to enter upon the Sub-Demised Land so as to enable them to perform their obligations with respect to the installations, erection of the WTG, operation and maintenance of the WTG and any repair of the equipment owned by the Sub-Lessee for operation of the wind farm.
10. The Sub-Lessor shall have a right to terminate the Sub-Lease Deed and take back the possession of the Sub-Demised Land, in case the Sub-Lessor has a reason to believe that the Sub-Demised Land is proposed to use for a purpose other than for the Purpose for which the Sub-Demised Land has been Sub-Leased and / or the annual Sub-Lease rent is not paid in terms of this Sub-Lease Deed and / or violation of any terms and conditions of this Sub-Lease Deed.
11. The Sub-Lessee hereby unconditionally undertakes to indemnify and hold harmless the Sub-Lessor from time to time against any costs, claims, demands, penalties, losses or damages whatsoever that may be occasioned as a result of (i) wrongful usage of the Sub-Demised Land; (ii) non-payment of Sub-Lease rent in time; (iii) breach of any covenants, representations and warranties; (iv) breach of any terms or conditions of this Sub-Lease Deed; and of the main front of lease and the sanad and (v) any hindrance or obstructions being caused to authorized persons of the Sub-Lessor.
12. Provided always that and it is hereby agreed that:  
This Sub-Lease Deed will be executed on a requisite stamp paper and duly registered in the office of the concerned Sub-Registrar. The cost of stamp duty and registration charges including expenses incidental to the preparation and execution of this Sub-Lease Deed, shall be fully borne and shall be paid by the Sub-Lessee.



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- (i) In the event of any disputes or differences arising out of or in relation to or in respect of this Sub-Lease Deed, the same shall be referred to arbitration as per the provisions of the Arbitration and conciliation Act, 1996 and any amendment thereto. The arbitration proceedings shall be conducted in English language and shall be conducted in Ahmedabad. The arbitration award shall be final and binding upon the Sub-Lessor and the Sub-Lessee.
13. No amendment, modification or addition to this Sub-Lease Deed shall be effective or binding upon the Parties unless set forth in writing and executed by each of them.

14. Any notice, request or instructions required to be given hereunder by the Sub-Lessor to the Sub-Lessee and vice versa shall be in writing and shall deem to be sufficiently given if the same is / are delivered personally, sent by registered or certified mail, postage prepaid, courier or sent by telex or facsimile.

- (i) In case of the Sub-Lessor:

Attention: Mr. Nitesh Hirpara,  
Suzlon Energy Limited  
5 – Shrimali Society, Nr. Shri Krishna Complex,  
Navrangpura, Ahmedabad – 380 009

- (ii) In case of the Sub-Lessee:

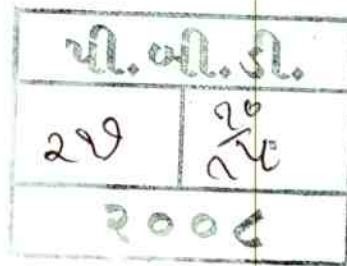
Attention: Mr. Dhansukh Ghetiya,  
RAJ INTERNATIONAL PVT. LTD.,  
518, TRADE CENTRE,  
RING ROAD,  
SURAT-2,  
GUJARAT.

Moreover, it is expressly agreed between the parties that in case of change in the above shall be immediately notified in writing to other party failing which the last known address shall be recognized for the purpose of this clause.

15. Any delay or indulgence by the Sub-Lessor to enforce terms of this Sub-Lease Deed or any forbearance by the Sub-Lessor shall not be construed as an express or implied waiver on the part of this Sub-Lessor including any breach of or non-compliance of any of the terms and conditions of this Sub-Lease Deed by the Sub-Lessee and the same shall not be prejudice to the rights of the Sub-Lessor.







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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

Signed sealed and delivered by  
the Sub-Lessee

Signed sealed and delivered by  
the Sub-Lessor

i.e. **RAJ INTERNATIONAL PVT LTD.,**

i.e. **SUZLON ENERGY LIMITED,**



**RAJ INTERNATIONAL PVT. LTD**

By                      **Author Signatory**

Name: Dhansukh Ghetiya,  
Title: Authorised Signatory

**SUZLON ENERGY LTD.**

By                      **Authorised Signatory**

Name: Nitesh Hirpara,  
Title: Authorised Signatory

Witnesses:

1.                       
Jitendra J. Mankad.  
1<sup>st</sup>. Floor, "Mangal Shanti",  
Nirmala Raod, Rajkot

2.                       
Hardik Karavadia,  
1<sup>st</sup>. Floor, "Mangal Shanti",  
Nirmala Raod, Rajkot

1.                       
Jitendra J. Mankad.  
1<sup>st</sup>. Floor, "Mangal Shanti",  
Nirmala Raod, Rajkot

2.                       
Hardik Karavadia,  
1<sup>st</sup>. Floor, "Mangal Shanti",  
Nirmala Raod, Rajkot

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### The Schedule to the Document

(Description of land demised by lessor unto lessee)

All that piece or parcel or portion of Government waste land admeasuring (10000 sq. mtrs.) situate lying and being at Village **KUCHHADI**, Taluka **PORBANDAR** part of Govt. land R.S. No. 1119/p of mouje; village **KUCHHADI**, Taluka **PORBANDAR**, in the registration District of **PORBANDAR**.

Or or towards

East by : Remaining portion of R.S. no. 1119/p

West by: Remaining portion of R.S. no. 1119/p

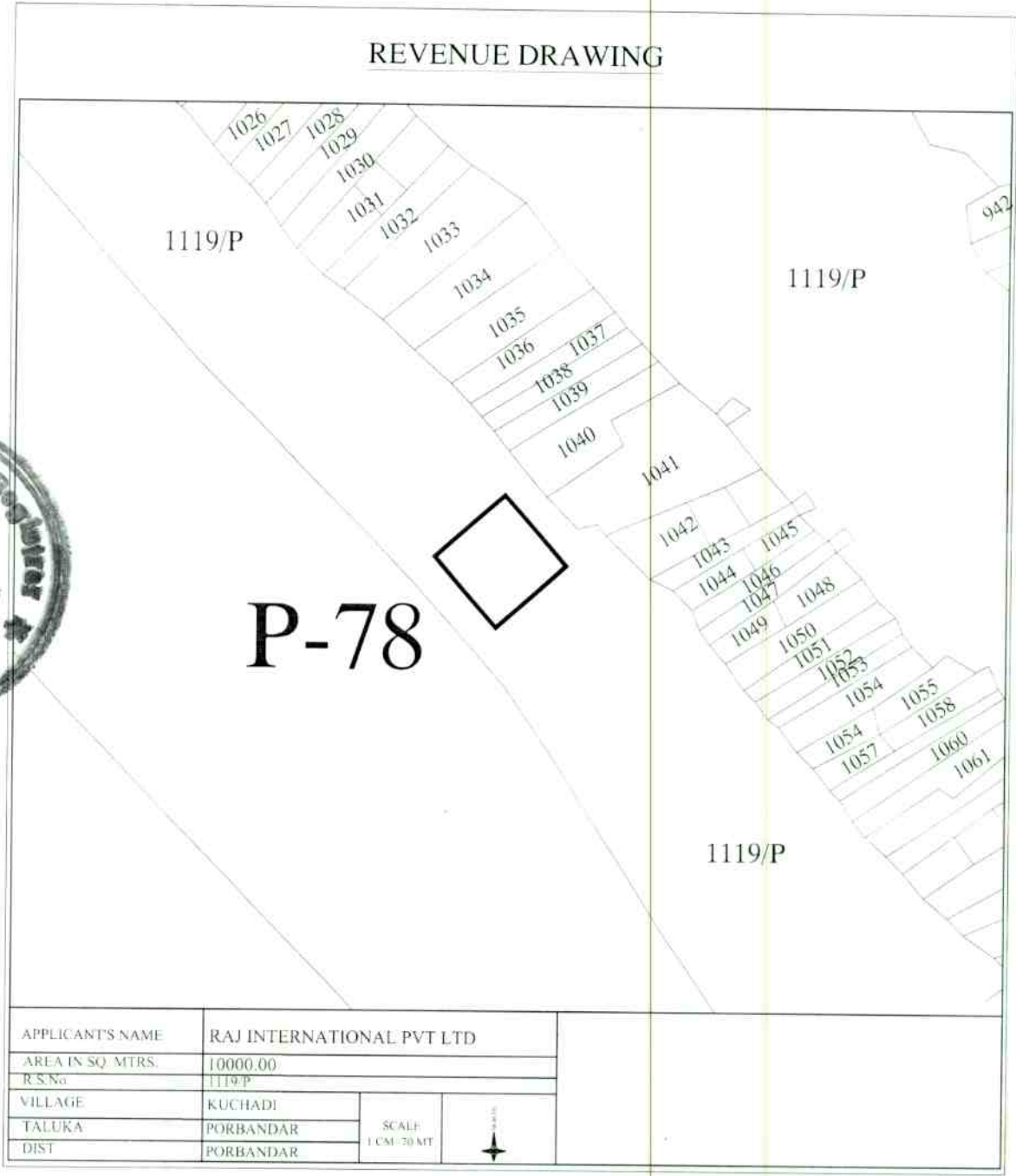
North by: Remaining portion of R.S. no. 1119/p.

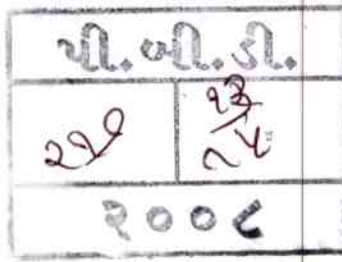
South by: Remaining portion of R.S. no. 1119/p.



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REVENUE DRAWING





Serial No. **217**

presented of the office of the

Sub-Registrar of SRO - Porbandar Porbandar

between the hour of **12** to **1**

on date **16/01/2008**



*[Signature]*

Dhansukh Ghetiya autho.sign of raj  
international pvt.ltd

*[Signature]*

( K.N.PATEL )

Sub Registrar  
SRO - Porbandar Porbandar

Receipt No :- **2008077000337**

Received Fees as following Rs.

Registration Fees. **200**

Fee for photograpy ( **15** ) **150**

Postage Fee :- **0**

**TOTAL :- 350**

( Rupees Three Hundred Fifty Only )

*[Signature]*

( K.N.PATEL )

Sub Registrar  
SRO - Porbandar Porbandar

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
1)	<u>Executant</u> Nitesh V.Hirpara autho.sing. of suzlon energy ltd. (service) res.rajkot	25			<i>[Signature]</i>
1)	<u>Claimant</u> Dhansukh Ghetiya autho.sign of raj international pvt.ltd (service) res.Kalyanpur	35			<i>[Signature]</i>


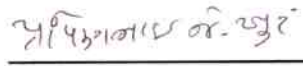
**Executing Party  
admits execution**



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1. Jitendra J.Mankad (service)  
res.rajkot
2. Pravinbhai J.Khunt (service)  
res.rajkot

**State that they personally known  
above named executant and  
Identifies him/them**

1. 
2. 

Day 16 of Month January - 2008

  
( K.N.PATEL )

Sub Registrar  
SRO - Porbandar Porbandar



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Registered No. **217** Book No. **1**

Date : **16/01/2008**



( K.N.PATEL )

Sub Registrar  
SRO - Porbandar Porbandar

Duplicate Document No. 218  
presented alongwith this deed is certified under  
this Registration No.

Date. 16/01/2008



( K.N.PATEL )

Sub-Registrar  
SRO - Porbandar Porbandar

