

પર્કોચ નંબર: ૨૦૦૯૧૪૮૦૧૫૩૬૪

દસ્તાવેજ નંબર: ૧૧૫૪૨

દસ્તાવેજ વર્ષ: ૨૦૦૯

તા. ૧૧

માહે: ૧૨

સને ૨૦૦૯

દસ્તાવેજનો પ્રકાર ભાડાપટ્ટો

અવેજ RS. ૨૦૦૦૦.૦૦

રજુ કરનારનું નામ વસંત થોભાણી તે રાજ ઇન્ટરનેશનલ લી.ના ઓથોરાઈઝડ સીગ્નેટરી

નીચે પ્રમાણે ફી પર્કોચી

રૂ. પૈસા

રજીસ્ટ્રેશન ફી	.....	.....	.....	.....	.....	૨૦૦
નકલ કરવાની ફી સાઈડ/ફોલીયો	.....	.....	.....	.....	.....	૧૬૦
શેરોની નકલ કરવા માટે ફી	.....	.....	.....	.....	.....	૦
ટપાલ ખર્ચ	.....	.....	.....	.....	.....	૦
નકલો અથવા યાદીઓ (કલમો ૬૪ થી ૬૭)	.....	.....	.....	.....	.....	૦
શોધ અગર તપાસણી	.....	.....	.....	.....	.....	૦
દંડ કલમ-૨૫	.....	.....	.....	.....	.....	૦
કલમ-૩૪ (કલમ-૫૭)	.....	.....	.....	.....	.....	૦
નકલ ફી ફોલીયો	.....	.....	.....	.....	.....	૦
ઇન્ડેક્સ-૨ ફી	.....	.....	.....	.....	.....	૦
આ સિવાયની બાબતોની ફી	.....	.....	.....	.....	.....	૦



કુલ એકદર રૂ.

૩૬૦

(અંકે રૂપિયા ત્રણસો સાઠ પુરા.)

દસ્તાવેજ

ને રજીસ્ટર ટપાલથી મોકલવામાં

ના દિવસે તૈયાર થશે અને આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો

એ-૧૮૦૩, સમર્પણ

કાનકીયા સ્પેસ

વેસ્ટર્ન એક્સપ્રેસ હાઈવે

.....

અગર એન.વી.ઠિરપરા

ને આપશો.

રજુ કરનારની સહી

(વી.કે.ભટ્ટના)

સબ રજીસ્ટ્રાર

મોરબી

સેવા સદન ભવન

સામા કાંઠે, મોરબી-૨

મોરબી

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IDBI BANK LTD.
"AMRISH" KALAWAD ROAD
RAJKOT - 360005

GUJ | SOS | AUTH | AV | 23 | 2005



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INDIA

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Rs ≈ 0001100 ≈ 12.9.2009

363088

ગુજરાત
SPECIAL ADHESIVE

GUJRAT

9248 6325637



RAJ INTERNATIONAL LIMITED

Authorized Signatory



DEED OF LEASE [Original]

THIS INDENTURE OF LEASE made at **MORVI** this 11th day of September Two Thousand Nine between **SARJAN REALITIES LTD.**, a Company incorporated under the Companies Act, 1956 and having it's Registered Office at "Sai Hira", 3rd Floor, B Wing, Mundhwa Road, PUNE – 411 036

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(2)

and Branch Office at "Mangal Shanti", First Floor, Opp. Oriental Bank of Commerce, Nirmala Convent Road, Rajkot (PAN No. **AAACE3472H**) by and through it's authorised signatory Shree Hirpara Nitesh Vasantbhai hereinafter called "**THE LESSOR**" (which expression shall unless it be repugnant to the subject or context or meaning thereof mean and include it's successors and assigns) of the one part and **RAJ INTERNATIONAL LIMITED**, a company incorporated under company's act 1956 having Office at A—1803, SAMARPAN, KANAKIA SPACES, OPP. MAGATHANE BUS STOP, WESTERN EXPRESS HIGHWAY, BORIVALI (E) MUMBAI. 4000 101. (PAN No.: **AAACR5092G**) through its Authorized Signatory **Shri Vasant Thobhani** hereinafter called "**THE LESSEE**" (which expression shall unless repugnant to the context or meaning thereof include it's successors and assigns) of the other part.

WHERE AS:-

(A) The Lessor is the owner of and is seized and possessed of or otherwise well and sufficiently entitled to a **freehold N.A. land** situated at Village: **VERSHAMEDI** forming part of Revenue Survey No.99 of Mouje **VERSHAMEDI** of **MALIYA (MIYANI)** Taluka in the Registration District **RAJKOT** admeasuring **Acre 02-20 G** equivalent to **H 1.00.16 (10016 sq. meters)** or thereabouts, more particularly described in the First Schedule hereunder written.

(B) WHEREAS the Lessee is interested in installation of **2.1 MW** capacity wind farm for electric power generation has approached the Lessor for allotment of land by way of lease at Village: **VERSHAMEDI** Taluka: **MALIYA (M)** District: **RAJKOT** for the installation of **2.1 MW** capacity wind farm for electric power generation under the State Government's Wind Power Generation Policy –2002.



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(3)

The Lessor has agreed to demise to the Lessee portion of its land by way of lease admeasuring **10016 sq. meters (approx. 1.00.16 Hectare)** equivalent to **A 2-20 G** approximately forming part of Revenue Survey **99** paiki situated at Village: **VERSHAMEDI**, Taluka: **MALIYA (M)**, District : **RAJKOT** and which portion of **10016 sq. meters** land is privately marked and known as **Location No. VM-58** more particularly described in the second schedule hereunder written and hereinafter referred to as 'the demised land' and/or the demised premises on rent, for the aforesaid project, provided the Lessee agrees to install WTG of SUZLON make on the demised land and the Lessee has agreed to the term and has agreed to take on lease the demised premises for the period, at the yearly rent and upon and subject to the terms and conditions and understanding herein contained.

NOW THIS INDENTURE WITNESSETH that in consideration of the lessee agreeing to install WTG of SUZLON make on the demised land and in consideration of the rent hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of the Lessee to be paid observed, and performed, the Lessor hereby demises by way of lease unto the Lessee for the purpose of installation of **One WTG** of SUZLON make and using the same for wind power generation only all and singular portion of **N.A. land** situated at Village: **VERSHAMEDI** admeasuring **10016 Sq. meters** equivalent to Approx. **A 02.20 G (1.00.16 Hectare.)** land forming part of Revenue Survey **No.99** admeasuring **10016 Sq. Meters** of Mouje: **VERSHAMEDI** of **MALIYA (M)** Taluka in the Registration District of **RAJKOT** which portion of land hereby demised is privately marked and known as Site No. **VM-58** more particularly described in the second schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown surrounded by it's boundaries shown in green together with all easements, appurtenances hereditaments whatever belonging to and hereto enjoyed by the Lessor and the right of free passage and access to and from the said demised land as laid out by



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(4)

the Lessor TO HOLD the demised land hereby demised unto the Lessee for a term of **20 years** commencing from the **1st day of December, 2009** renewable, and determinable as hereinafter provided yielding and paying therefore unto the Lessor during the said term the yearly rent of **Rs. 10,000/- (Rupees Ten Thousand only)** payable in advance each year.

1. **THE LESSEE DO HEREBY COVENANT WITH THE LESSOR AS FOLLOWS:**

- (a) To purchase and to get installed WTG of SUZLON make on the demised land.
- (b) During the continuance of this lease to pay to the Lessor the yearly rent of **Rs. 10,000/- (Rupees Ten Thousand only)** per year hereby fixed on the day and in the manner aforesaid.
- (c) The rent shall be exclusive of the taxes, assessment, dues and duties payable in respect of the demised land to the Government or the Municipal Corporation or any other local authority or public body and which taxes etc. will be borne and paid by the lessee as and when they become due and payable.
- (d) To obtain and renew all necessary licenses and permits and to pay all license and other fees and cesses levied in respect thereof by reasons of it being used for wind power generation which may be carried on the demised land and to observe and perform all local, police and municipal rules and regulations in connection with such use.
- (e) To erect building at its cost and other facilities as are necessary for installation of Wind farm for power generation on the demised land according to the plans approved by the Lessor and after obtaining necessary permission of the local authority and plan sanctioning

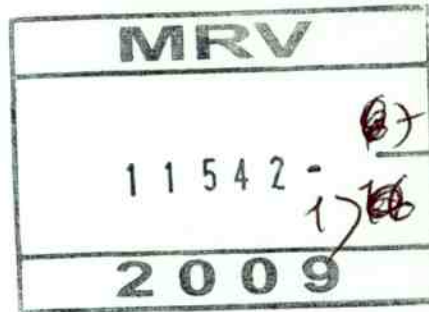


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(5)

- (f) authority in respect thereof before erecting such building and other facilities.
- (g) To use the demised land for wind generation purposes only and for no other purpose.
- (h) To keep the demised land and all buildings and other facilities which may at any time be erected or constructed thereon together with all other appurtenances to the demised land in good repair and condition.
- (i) To permit the Lessor and its respective agents duly authorised by it to enter into and upon the demised land at all reasonable times and upon giving reasonable notice depending upon the exigencies of time to the Lessee in that behalf for the purpose of viewing/ examining the condition of the demised land.
- (j) It shall not sell, mortgage, assign, sub-let or sub-lease or otherwise in any manner transfer or part with the possession of the demised land or any construction erected thereon or any part thereof without the prior permission in writing of the Lessor.
- (k) In the event of the Lessee deciding to shift or wind up it's activity from the demised land or in the event of abandonment of activities or shifting the wind farm permanently to other places, the lessee shall not be entitled to dispose off building on the demised land but shall dismantle the same, remove the debris and deliver vacant possession of the demised land in a leveled condition and if the same is not done by the lessee, the demised land together with the buildings and other facilities constructed thereon shall revert to the lessor without the liability to pay any compensation whatsoever to the lessee.
- (l) The Lessee shall subject to the provisions of the preceding sub-clause at the expiry of the said term or the renewed term or sooner





(6)

determination or termination of this lease peacefully and quietly surrender to the lessor the demised land after removing there from at it's cost all buildings and structures constructed by it thereon and in the event of their failure to do so, the Lessor shall have the right to dispose off such buildings and structures in any manner the Lessor deems fit and shall refund to the Lessee the surplus of proceeds, if any, after adjusting the expenses of disposing of such structures and all sums due to the Lessor.

- (m) The Lessee will not do or suffer or permit to be done or suffered on the adjoining land of the Lessor in it's possession or any of it's tenants or representatives in interest or purchasers thereof anything whatsoever which may at any time be or become nuisance to the Lessor or it's transferees or other Lessees/tenants in using the land for the purposes of the business of the Lessor or such Lessee or do or omit to do or cause to be done or omitted any act, thing or matter whereby the use of the land may in any way be hazariously affected or damaged.

(2) AND THE LESSOR so as to bind his heirs, executors, administrators and assigns DOTH HEREBY COVENENT WITH THE LESSEE AS FOLLOWS:

- (a) That the Lessor has good title, full power and absolute authority to demise the said land in the manner hereinabove mentioned.
- (b) That on the lessee paying the rent hereby reserved and observing and performing all the several covenants, conditions and agreements hereinbefore contained and on its part to be observed and performed, the Lessee shall peaceably hold and enjoy the demised land during the said term and any renewal or renewals thereof without any interruption by the Lessor or by any person or



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(7)

persons lawfully or equitably claiming through under or in trust for it (Lessor).

- (c) If the Lessee do not start physical activities like foundations of Wind Turbine Generators and other activities within 1(one) month of the commencement of this lease and do not spend 100% of the project cost within 3 (Three) months of the commencement of this lease, the Lessor shall be entitled at it's own discretion to cancel the lease and take possession of the demised land without any liability to pay any compensation thereof.
- (d) That the Lessee shall with the prior approval of the Lessor in writing be entitled to carry out all such constructions, new constructions, additions, erections and alterations to or on the demised land or any part thereof as may be necessary for the purpose of the wind generation work and business of the Lessee subject however to the Panchayat and/or Municipal Bye-laws and other statutory rules and regulations for the time being in force.
- (e) The Lessee for the purpose of the construction and erection mentioned in any of the preceding sub-clause shall be entitled to allow any contractor, sub-contractor, dealer, sub-dealer, agent, person or other authorised representative artisans, labour to enter upon the demised land and to build and erect according to the Lessee's specifications without any let hindrance or obstruction from the Lessor or any other person claiming, by through or under it.
- (f) The Lessee shall also be entitled to and be at liberty to affix, place or display the name board, sign boards of any nature whatsoever in relation to the business of the Lessee in upon or from any part of the demised land.



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(8)

- (g) The Lessee shall be entitled to excavate, dig or break open the surface of any part of the demised land at any time during or after the expiration of the term hereby granted and to remove any stone, sand, gravel, clay, earth or other material there from for the purpose of erecting, laying, maintaining and/or removing any plant, machinery or equipments other erections or installations done for the purpose of the wind farm business of the Lessee.
- (h) The Lessor shall have a right to terminate the lease and take back the possession of the demised land, if the demised land is found being used for the purpose other than for which it has been leased, and/or the wind farm is non functional for more than six months.

(3) AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: i.e. to say

- (a) If the rent hereby reserved or any part thereof shall be in arrears for a period of One month after becoming due and payable whether demanded or not, or there shall be a breach of any of the covenants by the Lessee herein contained, it shall be lawful for the Lessor at any time thereafter to determine this lease and to re-enter upon the demised land or any part thereof in the name of the whole and to take action to repossess and enjoy as in all their former estate and interest provided always and it is agreed and declared that the power of re-entry hereinabove contained shall not be exercised unless and until the Lessor shall have given to the Lessee three months notice in writing of its intention to re-enter and the default continues and is not remedied by the Lessee during the notice period and in such event the Lessor shall not be liable to pay compensation whatsoever to the Lessee.





(9)

- (b) The Lease hereby created shall be determinable at the option of either party, subject to the covenants contained herein by giving to the other party **Six** calendar month's notice in writing.
- (c) The Lessee shall be at liberty during the said terms to install erect maintain affix and display at its own expenses such equipments, apparatus and things' articles as the Lessee shall deem expedient or necessary for the purpose of its wind farm business.
- (d) That any demand for payment or any notice required to be given by the Lessor under this lease to the Lessee shall be deemed to have been duly given and sufficiently made if served at the demised land/premises or dispatched by Regd. Post at the Registered Office of Lessee. Any notice to be given by the Lessee to the Lessor shall be deemed to have been duly given if dispatched by registered post at the Registered Office of the Lessor.
- (4) PROVIDED ALWAYS AND IT IS AGREED AND DECLARED that at the expiration of the said term of 20 years this lease will be renewed for further term at the discretion of the lessor, unless lessee gives to the lessor Six calendar month's previous notice of its intention not to take any renewed lease. The lease, if renewed will be on the same covenants, terms, conditions and agreements including the present covenant for renewal. However and further it is agreed and declared that the yearly rent will in that event will not be increased.
- (5) AND IT IS HEREBY FURTHER SPECIFICALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:
- (a) Any dispute or difference of any nature whatsoever regarding any right liability, act, omission on account of any of the parties hereto



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(10)

or interpretation thereof arising out of or in relation to these presents shall be referred to the arbitration of two arbitrators one to be appointed by each of the parties hereto. The award of the Arbitrator so appointed shall be final, conclusive and binding on both the parties and such arbitration shall be held subject to and in accordance with the provisions of the Arbitration Act, and any statutory modification or re-enactment thereof.

- (b) That the stamp duty and registration charges payable in respect of this lease and a duplicate thereof shall be borne and paid by the Lessor and the Lessor shall retain the original Lease Deed and the Lessee the duplicate copy.

IN WITNESS WHEREOF the Lessor and the Lessee through their authorized signatories have respectively hereunto and to the duplicate hereof set and subscribed their hands and seals the day and year hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of freehold non-agriculture land situated at Village: **VERSHAMEDI** forming part of land bearing Revenue Survey No. **99** of Mouje: **VERSHAMEDI** of **MALIYA (M)** Taluka in the Registration District **RAJKOT** admeasuring **A 02-20 G** equivalent to **10016 sq. meters** or thereabout and bounded as under that is to say :-

- On or towards East by: Government Waste Land.
 On or towards West by: Government Waste Land.
 On or towards North by: R.S. No. 98/p.
 On or towards South by: R.S. No. 100/p.



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THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of land demised by Lessor unto Lessee)

ALL THAT piece or parcel or portion of Non-Agricultural land admeasuring **10016 sq. meters** equivalent to approximately **A 02-20 G** land situate lying and being at Village: **VERSHAMEDI** forming part of Revenue Survey **No. 99** of Mouje: **VERSHAMEDI** Taluka: **MALIYA (M)** in the Registration District of **RAJKOT** from out of land admeasuring **A 02-19 G (10016 sq. meters.)** or thereabout described in the First Schedule and which portion of demised land admeasuring **10016 Sq. Meters** approx. **H 1.00.16** is privately marked and known as Site No.: **VM-58** and is shown by Green Colour Boundary Line on the plan annexed hereto and the demised land is bounded as follows :-

On or towards East by: Government Waste Land.

On or towards West by: Government Waste Land.

On or towards North by: R.S. No. 98/p.

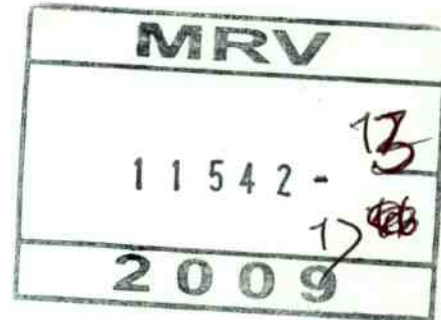
On or towards South by: R.S. No. 100/p.



SIGNED SEALED AND DELIVERED by
the withinnamed Lessor **SARJAN
REALITIES LTD.** by and through it's
Authorised Signatory and duly
constituted attorney **Shree Nitesh
Vasantbhai Hirapara.**

in the presence of :-

1. Chintan Trivedi.
2. Hardik Karavadiya



SARJAN REALITIES LIMITED

Authorised Signatory

Chintan

Hardik

SIGNED SEALED AND DELIVERED by
the withinnamed Lessee **RAJ
INTERNATIONAL LIMITED,** by and
through it's Authorised Signatory and
duly constituted attorney **Mr.Vasant
Thobhani,**

In the presence of :-

1. Chintan Trivedi.
2. Harddik Kalavadia

RAJ INTERNATIONAL LIMITED

Authorized Signatory

Chintan

Harddik



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REVENUE DRAWING

97

98

99

100

101

102

103

104

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106

107

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VM-58

APPLICANT'S NAME RAJ INTERNATIONAL LTD

AREA IN SQ. MTRS. 10016.00

R.S.No. 99

VILLAGE VERSHAMEDI

TALUKA MALIYA-MIYANA

DIST RAJKOT

SCALE
1 CM = 80 MT.

અનુક્રમ નંબર ૧૧૫૪૨
સને ૨૦૦૯ ના ડીસેમ્બર માસની
૧૧ મી તારીખે ૩.૦૦ થી ૪.૦૦
વાગ્યાની વચ્ચે મોરબી સબ રજીસ્ટ્રારની કચેરીમાં
રજુ કર્યા.



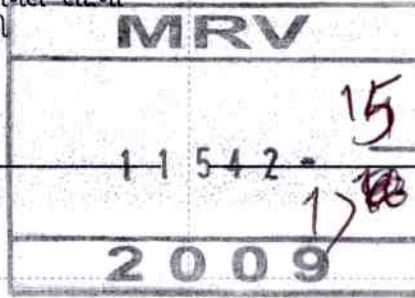
પહોંચ નંબર :- ૨૦૦૯૧૪૯૦૧૫૩૬૪
ફી પહોંચી છે તે રૂ. પૈસા.
નોંધવાની ફી :- ૨૦૦
ફોટો ફી પાનના(૧૬):- ૧૬૦
ટપાલ :- ૦

એકદરે કુલ :- ૩૬૦

(અંકે રૂપિયા ત્રણસો સાઠ પુરા.)

વસંત થોભાણી તે રાજ ઈન્ટરનેશનલ લી.ના
ઓથોરાઈઝડ સીગનેટરી

(વી.કે.ભીભા)
સબ રજીસ્ટ્રાર
મોરબી



(વી.કે.ભીભા)
સબ રજીસ્ટ્રાર
મોરબી

અનુ. નંબર પાસકારનું નામ અને સરનામું ઉમર નોટોગ્રાફ ડા.હા.અ.ની છાપ સહી

- ૨) આપનાર
નિતેષ વસંતભાઈ હિરપરા તે સર્જન
રીયાલીટીઝ લી.ના ઓથોરાઈઝડ સીગનેટરી
(નોકરી)
સાઈફીરા
૩ જો માળ
બી વીંગ
મુંઢવા રોડ
પુના
લેનાર
- ૧) વસંત થોભાણી તે રાજ ઈન્ટરનેશનલ લી.ના ૬૪
ઓથોરાઈઝડ સીગનેટરી (નોકરી)
એ-૧૮૦૩,સમર્પણ
કાનકીયા સ્પેસ
વેસ્ટર્ન એક્સપ્રેસહાઇવે
બોરીવલી(ઈ.)
મુંબઈ



mk



Thothan

દસ્તાવેજ લખી આપનાર
આ દસ્તાવેજ લખી
આપ્યાનું કબુલ કરે છે.



૧. નિલેશભાઈ મોહનભાઈ ખાનપરા (નોકરી)
મંગલ શાંતિ
નિર્મલા રોડ
રાજકોટ



૨. પારશ ડી. પરમાર (નોકરી)
મંગલ શાંતિ
નિર્મલા રોડ
રાજકોટ



તેઓ કહે છે કે સદરહું લખી આપનારને તેઓ જાતે
ઓળખે છે. અને તેમની ઓળખાણ આપે છે.



૧. રાજ. રાજ. ખાનપરા

૨. Pankaj Pankaj . D.

તારીખ ૧૧ માહે ડીસેમ્બર - ૨૦૦૯

(વી.કી.ભીભા)
સબ રજીસ્ટ્રાર
મોરબી

૧ નંબરની બુકના ૧૧૫૪૨ નંબરે નોંધ્યો
તારીખ : ૧૧/૧૨/૨૦૦૯

(વી.કી.ભીભા)
સબ રજીસ્ટ્રાર
મોરબી



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તારીખ.: ૧૧-Dec-૦૯

(વી.સી.ભી.ભા)

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