

LEASE DEED

This Lease Deed made on 14th day of October in this year Two Thousand Thirteen.

BETWEEN

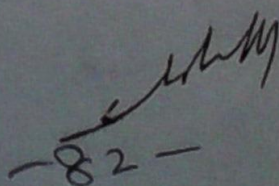
Punjab Energy Development Agency having its registered under the Indian Societies Act 1923 having its registered office at Solar Passive Complex, Plot No: 1 & 2, Sector-33 D, Chandigarh, acting through authorised representative hereinafter called the "Lessor" which expression shall unless the context does not so admit include its successors, assigns of the other part.

AND

M/s. Dallahwala Non-Conventional Power Generation Private Limited, a company registered under the Companies Act, 1956 and having its office at Village: Dallahwala, Tehsil: Malerkotla, District: Sangrur-148023, acting through Sh. Paramjit Singh, authorised representative hereinafter called the "Lessee" or "Company/Promoter" which expression shall unless the context does not so admit include its subsidiaries, executors, assignees of the one part.

WHEREAS:

- a) PEDDA has decided in line with the policy, guidelines of the Government of Punjab to allow the setting up of mini/micro hydel power generation project (hereinafter referred as 'Project') on Build Operate and Own basis (BOO) in private sector after having invited proposal for private investment in such projects; interalia Gujran Mini Hydel Project (referred as project) of capacity 600 KW at RD 118000 ft. of Ghaggar Branch in Sangrur District (Punjab), and thereafter PEDDA having approved the Detailed Project Report of the said promoter/company.


-82-



11:00:49 AM

1. श्री. प्रमोद मोहनजी शिंदे
2. श्री. राजेश शिंदे

ਸ੍ਰੀ ਪੰਨਾਬ ਮੀਨਰਜੀ ਫਿਰ

[illegible]

14/10/2013

ਗਾਇਕ

Gun

ਪਹਿਲੇ ਦਿਨ

Nambandar
Major Sigl

ਜਸਵਿੰਦਰ ਸਿੰਘ ਖਹਿਰਾ
ਜੁ: ਸਬਾ ਰਜਿਸਟਰਾਰ, ਦਿੱਲੀ

उत्तर

2.

Committee Sl
Committee Singh
Project Officer VEDA
Sangrur

ਪ੍ਰਤੀ ਪਿੰਡ

ਉਕਤ ਨਿਸ਼ਾਨ ਅਗੂਠਾ ਅਤੇ ਦਸਤਖਤ ਮੇਰੇ ਹੁਥਧੂ ਕੀਤੇ ਗਏ।

ਮਿਤੀ 14/10/2013

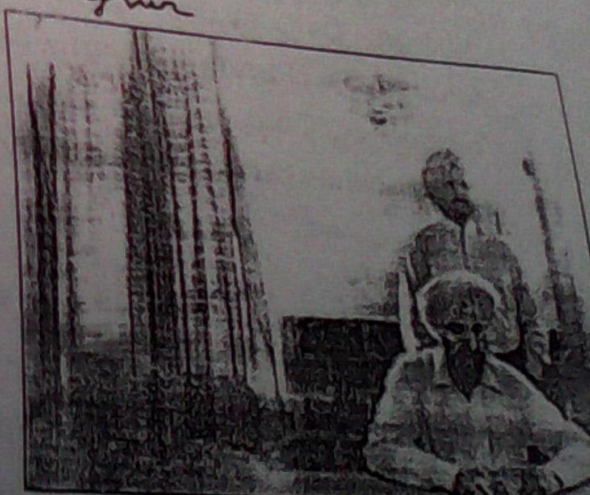
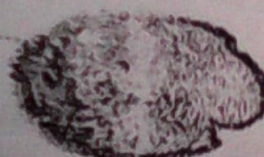
ਸ਼ਾਹੀਦਾ ਤੋਂ:	1,382	ਜਾਇਦ ਬਰੀ
ਜ਼ਿਲਦ ਨੰ:	0	ਦੇ ਸਫਾ ਨੰ:

ਪਰ ਵਸੀਕਾ ਰਜਿਸਟਰਡ ਚਸਪਾ ਕੀਤਾ ਗਿਆ।

ਮੇਰਾ
ਜਸਵਿੰਦਰ ਸਿੰਘ ਖਹਿਰਾ
ਜੂ: ਮਾਧ ਗੁਜਰਾਟੀ, ਦਿੱਲੀ

ਜਸਵਿੰਦਰ ਸਿੰਘ ਖਹਿਰਾ
ਜੂ: ਸਬ ਹਜਿਸਟਰਾਰ, ਦਿਤਬ

ਮੰਮ: ਦਲਵਾਲਾ ਨਾਨ ਯਨਵੈਂਸਨਲ
ਪੁਤਰ/ਪੁਤਰੀ/ਪਤਨੀ/ਵਿਧਵਾ ਪਾਵਰ ਜਨਰੇਸ਼ਨ ਪ੍ਰਾਇ
ਲਿਮ: ਚੰਡੀਗੜ੍ਹ



b) The Company/Promoter has decided to set up the said Project for which it has entered into a separate implementation agreement with PEDDA & Tripartite Agreement amongst PID, PEDDA & Company and this agreement shall be an integral part of the Tripartite Agreement.

c) The LESSOR has leasehold rights in respect of the said Plot(hereinafter described) in terms of the Lease Deed dated 13.10.2013 registered vide Engineer, Punjab Irrigation Department, Lehal Division (L.B.) Patiala and the LESSOR.

d) The said land/ Plot size (161.57 x 42.00 = 6786 Sqm.) hereinafter described existing on the Right bank of Ghaggar Branch from RD 117800 ft. to RD 118330 ft.

e) The Lessor has agreed to lease out the said plot and LESSEE has agreed to take on lease the said Plot for the purpose of construction and setting up of Gujran Mini Hydro Electric Power Project (capacity 600 KW) RD 118000 ft. of Ghaggar Branch, either at its own or on any other Party (in line with Implementation Agreement and Tripartite Agreement signed for this project), on the terms and conditions hereinafter contained.

NOW, THIS LEASE DEED WITHNESSETH AS FOLLOWS.

1. That in consideration of the Lease Rent paid by the Lessee and covenants, provisions and agreements herein contained and to be performed by the Lessor and the Lessee, the Lessor hereby lease out the land on the Right Bank of Ghaggar Branch from RD 117800 ft. to RD 118330 ft. being a part of Khasra No. 214 Khewat 1217/1107 Khatauni No. 2321 Jamabandi 2008-2009 of Village: Gujran Hadbast 110, Tehsil: Dirba, District: Sangrur, contained by measurement of $161.57 \times 42.00 = 6786$ Sqm. and bounded as follows:

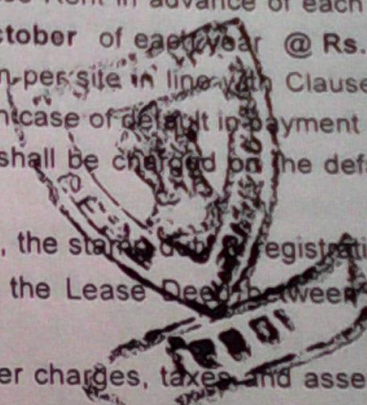
On the North Khasra No. - 214

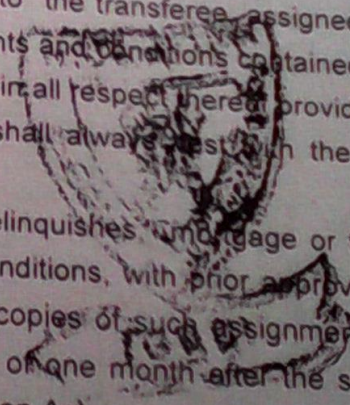
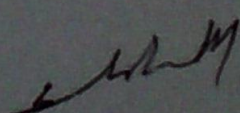
On the South Khasra No. - 214

On the East Khasra No. - 214

On the West Khasra No. - 19/6, 19/14 & 19/17

And the said plot referred in this Lease Deed is more clearly delineated and shown in the attached plan.

2. The Lessor hereby hand over the possession of the said Plot to the Lessee with the execution of this Lease Deed. The lessee shall hold the said Plot with its appurtenances upto lease period for the term of **33 years** commencing from the date of signing of this land lease deed with option for further renewal if mutually agreed. The lessor reserves the following rights subject to the prior written intimation to the lessee:
- (a) A right to construct drains, minors, channels, distributories or electric lines above the said Plot, if deemed necessary by the lessor in developing the same.
 - (b) Full right and title to all mines and minerals in and under the said Plot or any part thereof.
3. The Lessee shall pay to the lessor a Lease Rent in advance of each year for the lease period on or before **4th October** of each year @ **Rs. 1.00 lac (Rupees One Lac only)** per annum per site in line with Clause 1 of Tripartite Agreement dated **26.10.2012**. In case of default in payment of the Lease Rent interest @ **15%** per annum shall be charged on the defaulted amount for the delayed period.
4. The lessee shall reimburse to the Lessor, the stamp duty & registration fee incurred by the Lessor for execution of the Lease Deed between PID & PEDDA for lease of the said plot.
5. The Lessee shall be liable to pay all other charges, taxes and assessment in respect of the said Plot and/or Building constructed thereon assessed or imposed from time to time by any other authority.
6. The Lessee will obey and submit to all directions or regulations made by the lessor, now existing so far as the same are incidental to the possession of immovable property or so far as they affect the safety of the other inhabitants of the surrounding area.
7. That the Lessee will at their own cost, construct on the said Plot the approved **Mini Hydro Electric Power Project Gujran** in accordance with rules and regulations governing the setting up of such projects. The Hydro Electric Power Project would have to be erected and completed as per Implementation Agreement Schedule / extended time as may be granted by the Lessor. The lessee shall use the said Plot only for the construction of its generation facilities as aforesaid, according to the approved plans and in accordance with rules and regulations governing the setting up of such projects; provided that the part of the building so constructed may be used by the Lessee for the lessee's normal operative requirements of projects, such as stores, office and accommodation for ward staff commensurate with the requirements of the project.
- 

8. The Lessee will keep the said Plot and the Project thereon at all times in a state of good and substantial repairs and in a sanitary condition.
9. The Lessee will not make or permit to make any alteration or addition to the approved plan by the concerned authorities without the prior permission of the Lessor in writing.
10. The Lease Deed shall be executed and registered as per provisions of the India Registration Act. The stamp duty and registration charges of the Lease Deed as and when executed shall be borne by the Lessee, as applicable.
11. The Lessee may mortgage the lease deed for raising the funds from Govt. approved financial institution/banks including Indian Renewable Energy Development Agency Ltd. for the said Hydro Electric Project. Every transfer, assignment, relinquishment, mortgage or sub-letting of the whole or part of the said Plot shall be subject to the transferee, assignee or the sub-lessee shall be bound by all covenants and conditions contained herein and would be answerable to the Lessor in all respect thereof provided that the ownership rights of the said Plot shall always rest with the Punjab Irrigation Deptt(PID), Govt. of Punjab.
- Further in case the lessee assigns, relinquishes, mortgage or transfers the said Plot on the said terms and conditions, with prior approval of the Lessor, the lessee will deliver attested copies of such assignment to the lessor at its own cost within a period of one month after the same has been duly registered under the Registration Act.
12. The lessor reserves the rights to curtail down the lease agreement & resume the land if the installed plant becomes redundant or the tripartite agreement signed amongst PID, PEDDA & Company or Implementation Agreement signed between PEDDA and Company is terminated. The lessor before exercising such rights shall give a 180 days notice to the Lessee or subsequent assignees/mortgages for resumption of land for any reason whatsoever.
- 
- 

13. The Lessee will permit the Members, Officers and Subordinates of the lessor/Punjab Irrigation Deptt. (Owner of the land) and Workers and other persons employed by the Lessor/owner from time to time, and at all reasonable times of the day, with prior intimation, to enter into and upon the said Plot in order to inspect the same,

In witness whereof, the parties hereto have executed and delivered this deed at
Tehsil: Dirba, District : Sangrur, (Punjab), India on the date first above written.

For and on behalf of
Punjab Energy Development Agency

MANOJ KUMAR SINGH

Manager (Powers)

(A.P. & Civil Engineering)

Plot No. 1-2, Section 33-B, Chaudhary

Witnessed by: *Naresh Singh*

Dirba



For and on behalf of
M/s. Daliaanwala Non-Conventional
Power Generation Pvt. Ltd.
For Daliaanwala Non Conventional
Power Generation Pvt Ltd

Managing Director

Witnessed by: *Gurmeet Singh, Project*

Officer Peda. Sangrur

Gurmeet Singh

