



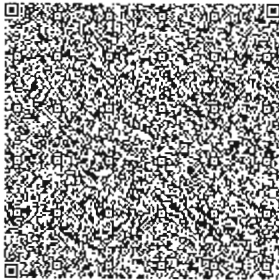
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL78581403758544Q
Certificate Issued Date : 15-Sep-2018 03:11 PM
Account Reference : NONACC (BK)/ dl-corpbk/ CORP GKAILASH/ DL-DLH
Unique Doc. Reference : SUBIN-DLDL-CORPBK60374367024926Q
Purchased by : Ms TEHKHAND WASTE TO ELECTRICITY PROJECT LIMITED
Description of Document : Article 35(v) Lease upto 30 years
Property Description : GOVERNMENT LAND, NEAR EXISTING SLF/TEHKHAND BUS DEPOT, TEHKHAND, MAA ANANDMAI MARG NEW DELHI-110020
Consideration Price (Rs.) : 0
 (Zero)
First Party : SOUTH DELHI MUNICIPAL CORPORATION
Second Party : Ms TEHKHAND WASTE TO ELECTRICITY PROJECT LIMITED
Stamp Duty Paid By : Ms TEHKHAND WASTE TO ELECTRICITY PROJECT LIMITED
Stamp Duty Amount(Rs.) : 37,27,000
 (Thirty Seven Lakh Twenty Seven Thousand only)



LOCKED

Please write or type below this line

Anand Prakash

8808 6281 9526

AAALS6895H (South Delhi Municipal Corporation)

Authorised Signatory

South Delhi Municipal Corporation



Statutory Seal

1. The authenticity of this e-Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the certificate renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AAALS6895H
 Anand Prakash
 Neelam Gupta



**SCHEDULE VI
LAND LEASE AGREEMENT**

LAND LEASE AGREEMENT

BETWEEN

SOUTH DELHI MUNICIPAL CORPORATION, DELHI (SDMC)

&

TEHKHAND WASTE TO ELECTRICITY PROJECT LIMITED

FOR

**Lease of Land for Setting Up of Municipal Solid Waste (MSW) to Energy Processing
Facility, at Tehkhand, Okhla, New Delhi**

ON25/09/.....2018

Authorized Signatory
South Delhi Municipal Corporation



Deed Related Detail

Deed Name LEASE LEASE UPTO 30 YEARS

Land Detail

Tehsil/Sub Tehsil Sub Registrar V

Village/City Teh Khand

Building Type

Place (Segment) Teh Khand

Property Type Others

Property Address House No.:GOVT LAND NEAR EXISTING SLF/TEHKHAND BUS DEPOT ND, Road No.:

Area of Property 72,600.00 Sq. Yard 0.00 0.00

Money Related Detail

Consideration Amount 3,450,000.00Rupees

Stamp Duty Paid 3,727,000.00 Rupees

Value of Registration Fee 1000.00 Rupees

Pasting Fee 100.00 Ruppees

This document of LEASE LEASE UPTO 30 YEARS

Presented by: Sh/Smt.

S/o, W/o

R/o

SDMC THROUGH ANAND PRAKASH MANGE RAM

9TH FLOOR IN H. CENTRE JIN MARG ND

In the office of the Sub Registrar, Delhi this 25/09/2018 11:48:28AM day Tuesday between the house

Registrar/Sub Registrar
Sub Registrar V

Delhi/New Delhi

Signature of Presenter

Execution admitted by the said: Shri / Ms.

SDMC THROUGH ANAND PRAKASH

and Shri / Ms.

VST TEHKHAND WASTE TO ELECTRICITY PROJECT LTD THROUGH NEELESH GURTA

Who is/are identified by Shri/Smt/Km. ABHISHEK GARG S/o W/o D/o N.K GARG R/o 110 INDIRA COLONY UP

and Shri Smt/Km BIRENDRA KISHORE MAJI S/o W/o D/o K.K MAJI R/o B-6 106 S.R.S ROYAL HILLS SEC-87 KIERI POOL

(Marginal Witness). Witness No. It is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence.

Date 25/09/2018 17:08:51

Registrar/Sub Registrar
Sub Registrar V
Delhi/New Delhi

This LEASE DEED made on the 25th day of Sep 2018 in the year Two Thousand and Eighteen

BETWEEN

South Delhi Municipal Corporation, a Statutory body constituted under Delhi Municipal Act, 1957 (hereinafter referred to as "**SDMC**" OR "**Lessor**" which expression shall, unless it be repugnant to the subject or context thereof, include its Successors and Assigns) having its office at 9th Floor, Civic Centre JLN Marg, New Delhi-110002 through Mr. Anand Prakash

AND

M/s Tehkhand Waste to Electricity Project Limited (Concessionaire), a company limited incorporated under the Companies Act, 2013 and having its registered office at 28 Shivaji Marg, Najafgarh Road, New Delhi 110015 through Mr. Neelish Gupta

(Hereinafter referred to as "**Concessionaire**" OR "**Lessee**" which expression shall unless it be repugnant to the subject or context be deemed to include its Successors and permitted Assigns)

WHEREAS

- A. The South Delhi Municipal Corporation (SDMC) is desirous of improving its municipal solid waste management and disposal capabilities and South Delhi Municipal Corporation (SDMC) has in order to enable the due discharge of its functions under the Delhi Municipal Corporation Act, 1957 approved the establishment of a Waste to Energy processing plant by the Lessee at Tehkhand, Okhla ("**Project**").
- B. The SDMC had approached Delhi Development Authority, who allotted a piece and parcel of land in Tehkhand, Okhla to SDMC. The said land stand transferred in accordance with a duly registered Perpetual Lease Deed (defined hereinafter). In terms of the Perpetual Lease Deed dated 30.07.2018, the SDMC has acquired right, title and interest in the said Lease Land and is absolutely and without any encumbrances.
- C. In order to implement the Project the SDMC has entered into a Concession Agreement ("**Concession Agreement**"), with **M/s Tehkhand Waste to Electricity Project Limited (Concessionaire)** on 10th May 2018 in terms of which it has granted Concession to the Concessionaire to Design, Built and Operate a Waste to Energy Plant at the Demised Premises (as defined hereinafter).
- D. In terms of the Concession Agreement, it is the obligation of the SDMC to provide 15 Acres of Leased land to the Lessee for the purposes of implementing the Project and constructing, operating and maintaining the waste processing plant on the

Land Lease Agreement (NIT Dated 31.07.2017)

Authorised Signatory
South Delhi Municipal Corporation



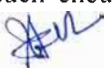
Demised Premises, on the terms and conditions and subject to the covenants and stipulations hereinafter contained .

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:-

1. The capitalized terms that are used but not defined in this Agreement shall have the same meaning as given to them in the Concession Agreement.
2. In consideration of the Lessee undertaking to implement the Project in accordance with the provisions of the Concession Agreement and undertaking to pay the Lease rental stipulated in Clause 3 below; the Lessor hereby demise to the Lessee, all the land which is described, delineated and shown in the Schedule A (Topographical Survey of Tehkhand Plant for WTE Plant) hereto (hereinafter "**Demised Premises**"), to hold the said Demised Premises, without interruption or interference together with the full and free right and liberty of way and passage and other rights in relation thereto, for as long as the Concession Agreement does not lapse due to expiry of its term or is not terminated earlier in accordance with the provisions thereof or is suspended in accordance with the provisions of Concession Agreement. The term of this Agreement shall be co-terminus with the Concession Agreement. This lease shall become effective from the day on which all the Applicable Approvals are obtained in accordance as set out in Condition Subsequent until Concession Agreement comes to an end on Expiry Date. The Lessor further hereby agrees and authorizes the Lessee to undertake the construction, operation and maintenance of the waste to energy Project and each of the Project Facilities on the Demised Premises, in accordance with the terms of the Concession Agreement with SDMC.
3. In consideration of the transfer of the Demised Premises under this Agreement to the Lessee, the Lessor shall be entitled to exercise all its rights as set out in the Perpetual Lease Deed and to receive Land Lease Charges as advance rent for the financial year on or before the 10th day of the month of April of each year. Provided, however, the Land Lease Charges for the year in which CoD occurs shall be paid for balance year on pro rata basis in the month in which CoD occurs.

The Land Lease Charges shall be at the rate of Rs. 25.00 lacs per annum per acre from the COD till the end of the 12th year after CoD and INR 30.00lacs per annum per acre for the period from 13th year to 25th year after CoD.

4. The Demised Premises are being vested with the Lessee, under this Agreement, free from any Encumbrances whether legal or physical in nature. At any time during the term of this Agreement if the Lessee discovers any Encumbrances upon or under the Demised Premises which materially adversely affect the rights in relation to the Demised Premises, it shall notify the Lessor, which shall, within twenty one (21) days from the receipt of the notice, either remove or cause to be removed such encumbrances at its own cost. In the event that the Lessor fails to remove such encumbrances within twenty one (21) days from the notice thereof, the Lessee may remove or cause to be removed such encumbrance and the costs and expenses or

Land Lease Agreement (NIT Dated 31.07.2017)  Authorised Signatory
S. ... Municipal Corporation



consequential liabilities incurred in respect thereof shall be reimbursed to the Lessee by the Lessor.

5. The Demised Premises are being vested with the Lessee, under this Agreement for the Project which SDMC is desirous of being constructed, operated and maintained on the Demised Premises for the purposes of enabling the processing the MSW in accordance with the Concession Agreement. Furthermore, the Lessee expressly and unconditionally agrees and undertakes to the Lessor that it shall under no circumstances construct or allow to be constructed or cause to be constructed in the Demised Premises by itself or by representatives/workers/agents/contractors or any other person claiming under him to construct any residential units or dwellings and the same shall not be construed or interpreted as forming part of the Project facilities directly or indirectly. The Lessor hereby authorizes and consents to the receipt of consignments of MSW, the storage and processing of MSW.
6. The Lessor hereby authorizes the Lessee, to construct, erect, and own, operate and maintain any superstructure, facility or any movable or immovable structures constituting the Plant (including each of the Project Facilities) on the Demised Premises and for that purpose also remove, renovate, use or demolish any structures that may be existing on the Demised Premises as of the date of this Agreement. The Lessor hereby agrees and acknowledges that it shall not own or have any rights to any superstructure, facility or any immovable structures constituting the Project Facility that are constructed or erected or placed on the Demised Premises and further that the same shall be owned by the Lessee. The Lessor hereby agrees that the construction, operation and maintenance of the Project at the Demised Premises and the receipt storage and processing of MSW at the Demised Premises is being undertaken pursuant to the Concession Agreement granted by SDMC and for the purposes of enabling the SDMC to discharge its functions of managing, processing and disposing Municipal Waste.
7. The Lessee shall have the right to, without requiring any prior permission from the Lessor in this regard, assign or otherwise encumber the Demised Premises and any or all of its rights and interest in relation thereto or to otherwise create a security interest in favor of the Lenders over the Demised Premises for the purposes of enabling financing of the Project. *Provided, however*, the Lessor shall be informed as to the creation of any Encumbrance in favor of the Lenders in the Demised Premises, within a period of 14 days from the date such Encumbrance comes into existence.
8. The Lessee shall have the right to, without requiring any prior permission of the Lessor, vest with the Lenders, the power to take over the control, possession and all rights and interests in relation to the Demised Premises by appointing a person to replace the Lessee and undertake the construction, operation and maintenance of the Plant upon the occurrence of an event of default by the Lessee, as the case may be, under any of the Financing Documents. The Lessor shall novate this Agreement in favor of the time of such novation. The Lessor hereby agrees that the dues payable to

the Lenders shall have priority over any amount payable to the Lessor under this Agreement.

9. The Lessor hereby covenants and assures the Lessee that:

- a) all the land comprising the Site is of non-agricultural status and is permitted and duly authorized and earmarked for purposes of establishment, construction, operation and maintenance of the Municipal Solid Waste to Energy Processing Facility /Processing Plant and the Project Facilities, and that it shall assist in obtaining any additional Applicable Approvals that may be required for the development, construction, operation and maintenance of the Project Facilities.
- b) The Site is free from any encroachment or Encumbrances whatsoever and is not subject to any acquisition or other legal proceedings by any authority, body or government nor is any claim of any third party subsisting in respect thereof or relating thereto..
- c) Lessor is the holder of perpetual lease of the lands constituting the Demised Premises and it shall, in that capacity, defend or satisfy all actions or claims against the use of the Demised Premises for the Project.
- d) It shall not demand or in any manner claim or seek to recover the rent prior to the Effective Date or the Concession Agreement or increase the rent due and payable by the Lessee under the provisions of this Agreement.
- e) It shall not interfere with or impede in any manner claim or otherwise limit, restrict or impose any conditions or restrictions on the complete, free and full enjoyment and use of the Demised Premises and all rights in relation thereto, including the creation of security, interest in the Demised Premises its favor of the Lenders;
- f) It shall not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation: (i) to the construction, operation and maintenance of the Plant; (ii) the implementation of the Project by the Lessee and (iii) the possession, control and use, by the Lessee of the Demised Premises and the Plant;
- g) It shall enter into appropriate further documentation or additional writings as the Lessee or the Lenders may reasonably require to give effect to the provisions of this Agreement and the Financing Documents;
- h) There are no litigation, claim, demand or any proceedings, and
- i) The Lessee shall have complete, lawful and uninterrupted possession, control and use of the Demised Premises during the enforcement of this lease.
- j) In no event, Change of Land Use shall be permitted.

Authorised Signatory
South Delhi Municipal Corporation

Land Lease Agreement (NIT Dated 31.07.2017)



10. The Lessee hereby covenants with the Lessor as follows:

- a) That it shall implement the Project in accordance with the Concession Agreement with SDMC; and
- b) That it shall observe and perform all terms, covenants, conditions and stipulations of this Agreement.

11. Lessor has lawful title, possession and control of all the lands constituting the Demised Premises and has the requisite right and authority to Lease the same to Lessee for the Term for the purposes of the Project on the terms and conditions of this Agreement and further that Lessee shall have full, free and uninterrupted peaceful Vacant Possession, enjoyment/ occupation and use of the Demised Premises throughout the Term, without any obstruction interference or disturbance or claim whatsoever from the Lessor or from any person claiming through under or in trust for Lessor or from any third person whomsoever. Lessor shall keep Lessee fully indemnified and harmless against any claims or demands from any Person claiming right, title or interest to or in the Demised Premises or any part thereof or challenging the validity of the usage of the Demised Premises for the Project or challenging the validity of this Agreement, as also against any actions; proceeding, damages, losses and expenses caused to is a result or in consequence of any such claims or demands as aforesaid.

12. (a) Subject to Sub-Clause (b) and (c) below, no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event or any assignment the assignee shall assume the duties and liabilities of the assignor.

(b) It is hereby specifically agreed that the Lessee shall, in the event of forming, a limited company either as subsidiary company or jointly along with any other company or otherwise, be at liberty to assign and transfer the Project, the Demised Premises and this Agreement or the rights and benefits hereof or duties hereunder to such newly formed limited company or in favor of such subsidiary company of the Lessee or any of its holding company for the time being. The Lessee, shall, however, in such event obtain formal consent from the Lessor, winch consent shall not be withheld by Lessor. Any assignment by the Lessee shall be subject to the condition that the assignee shall assume the duties and liabilities of the Lessee.

(c) The Lessor hereby agrees that the Lessee shall not require any prior approval of the Lessor for creating any Encumbrance, right, title, or

(d) Lessor confirms that the Financing Agreements may include suitable rights in favor of the lenders for taking over the Demised Premises and the Project for

management or for sale, in enforcement of their security upon the happening of an event of default thereunder on the part of the Lessee, *provided however*, the Demised Premises shall not be subject to sale.

13. The Lessor hereby assures and represents to the Lessee that the vesting of the Demised Premises under this Agreement shall be irrevocable for as long as the Concession Agreement SDMC remains in force and the Lessor shall not terminate or seek to terminate this Agreement except upon the expiry or early termination of the Concession Agreement SDMC. The Parties hereby agree that on the expiry or termination of the Concession Agreement SDMC, the Demised Premises shall be handed back to the Lessor and that this Agreement shall terminate only on the handing over of the Project Facilities to the Lessor after receipt of dues (if any) from SDMC, and in accordance with the terms of the Concession Agreement with SDMC.
14. The Lessee also agrees that the demised Premises shall be used only for the purposes as defined in this Lease Agreement and any deviation there from without the prior written permission of the Lessor shall be deemed to be a breach of this Lease Agreement as well as the Concession Agreement dated 10th May 2018 signed between South Delhi Municipal Corporation (SDMC) and Tehkhand Waste to Electricity Project Limited (Concessionaire) and would entitle the Lessor to forthwith revoke this Lease Agreement and re- enter and re -possess the Demised Premises at the cost, risk and consequences of the Lessee.
15. Any disputes and/or differences arising between the Parties, in relation to or under this Agreement will be resolved through arbitration to be conducted by one (1) arbitrator who shall be nominated by the Parties by mutual agreement. The venue of the arbitration shall be in New Delhi. The arbitration shall be held in accordance with and be governed by the provisions of the Arbitration and Conciliation Act, 1996. The governing law of the arbitration shall be law of Union of India.
16. The Lessor hereby recognizes that this is a commercial act being undertaken initiated to enforce any provisions of this Agreement.

IN WITNESS WHEREOF the Parties have affixed therein and sealed to this Leased Agreement the day and year first hereinabove written:

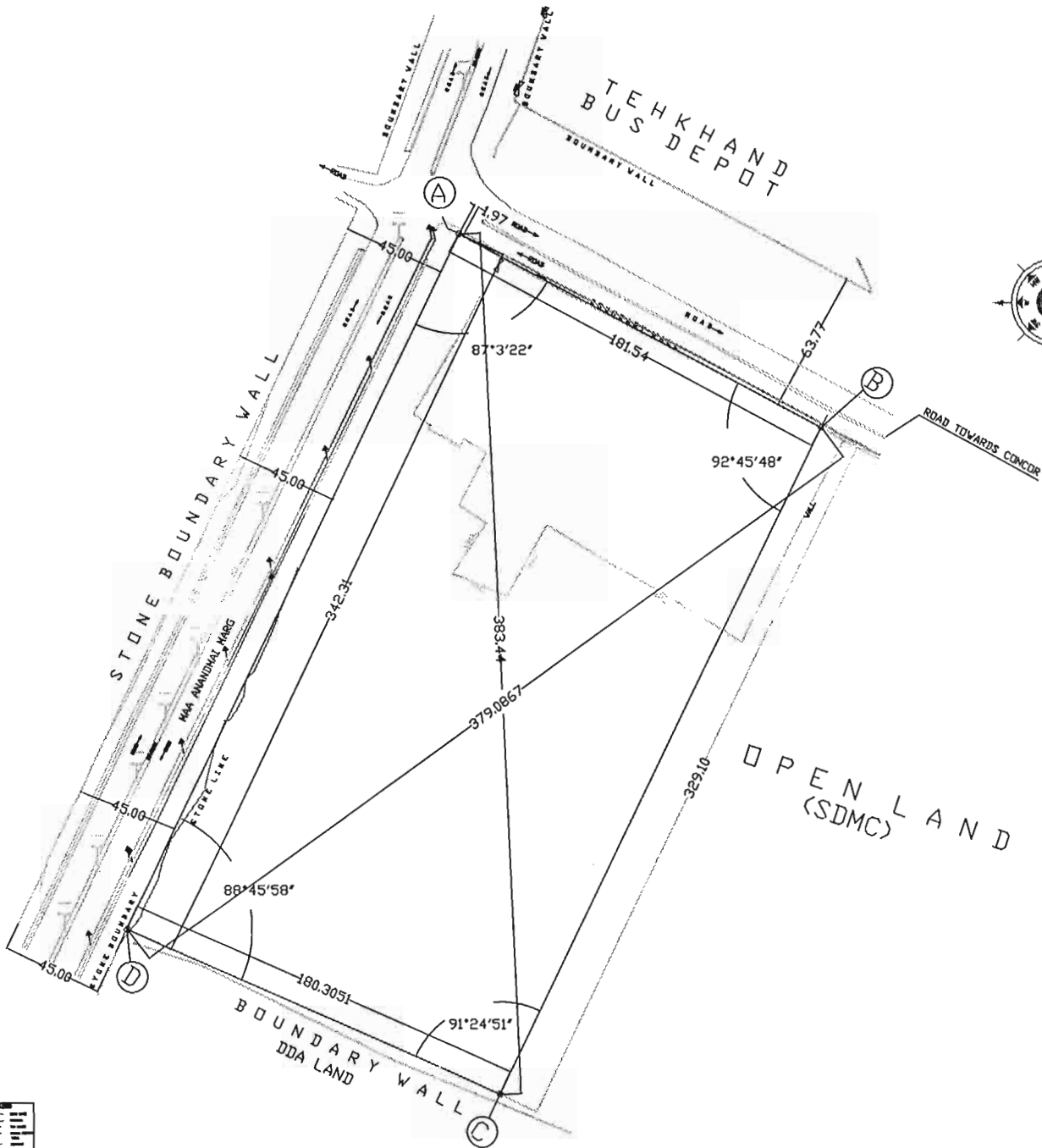
SIGNED, SEALED AND
DELIVERED IN THE NAME AND ON
BEHALF OF THE LESSOR THROUGH:

Authorised Signatory
South Delhi Municipal Corporation



TOPOGRAPHICAL SURVEY FOR
WASTE TO ELECTRICITY PROJECT LTD.

SCHEDULE-A



1. ALL DIMENSION ARE IN MM AND LEVELS ARE IN METER.

PLOT AREA DETAILS
AREA IN SQM = 60700.7575
AREA IN Sq Yard = 73597.502
AREA IN HECTA = 0.0700
AREA IN ACR = 15 ACRE

Plot:-
TEKKHAND WASTE TO ELECTRICITY PROJECT LTD.

DATE BY: SURVEYOR
DATE BY: SURVEYOR

PROJECT	25 MW MUNICIPAL SOLID WASTE (MSW) TO ELECTRICITY GENERATING FACILITY AT TEKKHAND DDA / SDMC
TITLE	TOPOGRAPHICAL SURVEY OF TEKKHAND PLOT FOR WTE PLANT
DATE	10-10-2024
BY	10-10-2024
DATE	10-10-2024
BY	10-10-2024





Government of National Capital Territory of Delhi e-Registration Fee Receipt

Receipt No: DL0925341809390
 Issue Date: 25-SEP-2018 09:34
 Area: SHCIL/SHCIL NCT OF DELHI/NEHU PLACE
 Plot/Contingent No: IN DL785B1403753544Q
 Purchased By: MS TEHKHAND WASTE TO ELECTRICITY PROJECT LIMITED
 Registration Fees Paid By: MS TEHKHAND WASTE TO ELECTRICITY PROJECT LIMITED
 Property Description: GOVERNMENT LAND, NEAR EXISTING SITE OF LAND AND BUS DEPOT, TEHKHAND, MAA ANANDMAHARAJA ROAD, NEW DELHI 110029
 Period: Article 35(v) Lease upto 30 years

Amount: ₹ 1,00,000/-
 Amount in Words: One Lakh Only
 Date of Receipt: 25-SEP-2018
 Signature:
 Stamp:

Amount in Words: One Lakh and One Hundred Seventeen Only

Important Alert: This is a receipt of fees collected and should not be treated as receipt of Registration.
 The authenticity of e-Registration Fee Receipt can be verified at website: <http://www.sdc-ltd.com/Registration/>



GSTIN Number: 07AABCS1429B1ZW

CIN: U67190MH1906GQ1040506

PRI-MULS: BCI Tower, 5th Floor, A wing, 61, Nehru Place, New Delhi - 110019

PAN: AABCS1429B

SAC: 9999

Authorised Signatory
 South Delhi Municipal Corporation



SIGNED, SEALED AND DELIVERED BY LESSEE THROUGH ITS AUTHORISED SIGNATORY IN PRESENCE OF:	
--	--

WITNESSES:

[Signature]
Authorised Signatory
Electricity Project Limited

A. Name: ① Anshu Kumar Garg
Address: *[Signature]* S/o N.K. Garg
R/o Khasra No. 10 Jindpur



B. Name: *[Signature]* Garg
Address: 4289 8729 P-30

3482 4277 4411
Birendra Kishore Maji

[Signature] S/o Kanan Kumar Maji
R/o B-6406, S.R.S. Road

Hill Sector-87, Kharipal
Bhopani (14/1/1980)



Ist Party



IInd Party



Witness

Ist Party SDMC THROUGH ANAND PRAKASH



IInd Party MS TEKHAND WASTE TO ELECTRICITY PROJECT LTD THROUGH NEELESH GUPTA

Witness ABHISHEK GARG, BIRENDRA KISHORE MAJI

Certificate (Section 60)

Registration No.5,302 in Book No.1 Vol No 15,060
on page 58 to 67 on this date 27/09/2018 12:04:19PM
and left thumb impressions has/have been taken in my presence.

day Thursday

Sub Registrar
Sub Registrar V
New Delhi/Delhi

Date 27/09/2018 12:15:58

