
REGISTRATION DEED OF REPRESENTATION

BY

UIC UDYOG LIMITED

KHATAU NARBHERAM & CO.

HIND METALS & INDUSTRIES (P) LIMITED

TOGETHER, THE PROJECT PROPONENT

THIS DEED OF REPRESENTATION is made on 04/02/2010

BY

- (1) UIC Udyog Limited/ 227, A.J.C Bose Road, Kolkata-700020**
- (2) Khatau Narbheram & Co./ Avani Signatures, 6th Floor, 91A/1, Park Street, Kolkata-700016; and**
- (3) Hind Metals & Industries (P) Limited/ 6PB No.28, Gurudwara Road, Barbil, Dist. Keonjhar, Orissa-758035.**

THIS DEED WITNESSES as follows:

1. INTERPRETATION

In this Deed:

"Accountholder" means any person holding a VCU account with a VCSA Registry;

"Project" means "Bundled grid-connected wind electricity generation project identified as Bundle E3 in Maharashtra and Gujarat, India";

"Project Crediting Period" means for non-AFOLU (Agriculture, Forestry and Other Land Use) Projects and Agricultural Land Management projects focusing exclusively on emissions reductions of N₂O, CH₄ and/or fossil-derived CO₂, a maximum of 10 years which may be renewed at most two times, and for AFOLU Projects other than such Agricultural Land Management projects, a minimum of 20 years up to a maximum of 100 years;

"Project Description" means the document submitted by the Project Proponent to a VCSA Registry that describes the Project's greenhouse gas emission reduction or removal activities;

"Project Documents" means the documents required to be submitted by the Project Proponent as part of its application for registration with a VCSA Registry and any additional

"Reduction" means a reduction or removal of one tonne of CO₂e caused by the activities of a Project during the Project Crediting Period;

"Representor" is each party to this Deed, as set out at the start of this Deed; each Representor being one or more of: (i) an original Project sponsor stated in the Project Description (as validated by an organisation approved by the VCSA to act as validator in respect of a Project Description) as holding a portion of the original rights to the Project's Reductions which, together with the portions of such original rights held by the other original Project sponsors (if any) constitute the entire original rights to the Reductions of the applicable Projects Reductions, or (ii) any entity to whom such original Project sponsor has assigned all of its rights to the Project's Reductions for the entire Project Crediting Period;

"VCSA" means the Voluntary Carbon Standard Association;

"VCSA Registry" means a registry operating within the system established by the VCSA and holding a current registry approval from the VCSA, which provides an infrastructure for the issuance, holding, transfer, retirement and cancellation of VCUs;

"VCU" means a voluntary carbon unit; and

"Verification Report" means a document produced by an organisation approved by the VCSA to act as verifier to the effect that Reductions generated by a Project have been independently verified in accordance with the VCSA rules.

2. REPRESENTATIONS

2.1 The Project Proponent is comprised solely of Representors who can comply with the definition of a "Representor" as set out in Clause 1 of this Deed in relation to the Project.

2.2 The Project Proponent hereby represents and warrants that:

2.2.1 the Project Description and any other Project Documents for which the Project Proponent is responsible and that Project Proponent is supplying to a VCSA Registry are true and accurate in all material respects; and

2.2.2 the Project Proponent has the right to all and any Reductions generated by the Project during the Project Crediting Period.

2.3 the Project Proponent hereby acknowledges that a VCSA Registry shall hold this Deed for the benefit of Accountholders holding VCUs relating to the Project at any given time.

3. LIABILITY

The Representors together constitute the Project Proponent and each Representor acknowledges and agrees that the Representors are jointly and severally liable for the representations, warranties and obligations expressed to be assumed by the Representors and the Project Proponent in this Deed.

4. GOVERNING LAW AND JURISDICTION

This Deed is governed by and interpreted in accordance with English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

5. COUNTERPARTS

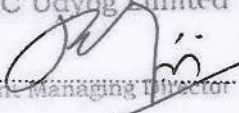
This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same deed.

6. DELIVERY

This Deed is delivered on the date written at the start of the Deed.

EXECUTED by UIC UDYOG LIMITED as a DEED

For UIC Udyog Limited


.....
Joint Managing Director

Signature of director

Name of director

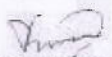
For UIC Udyog Limited


.....
Company Secretary

Signature of director/secretary

Name of director/secretary

EXECUTED by HIND METALS & INDUSTRIES (P) LIMITED as a DEED


.....
Alok Kumar

Signature of Manager

Name of Manager




.....
Signature of director/secretary

Signature of director/secretary

Name of director/secretary

EXECUTED by KHATAU NARBHERAM & CO. as a DEED

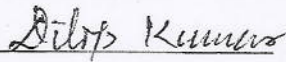
Khatau Narbheram & Co.


.....
Partner

Signature of director

Name of director

KHATAU NARBHERAM & CO.


.....
Authorised Signatory

Signature of director/secretary

Name of director/secretary