

4-000/2000

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



उत्तर प्रदेश UTTAR PRADESH

H 495382

LEASE DEED

This Deed of Lease is made on this 15<sup>th</sup> day of February, 2008 between:

Taj Expressway Industrial Development Authority, a statutory body constituted under the U.P. Industrial Area Development Act, 1976 and having its principal office at A-1, First Floor, Commercial Complex, Sector Beta-2, Greater Noida, Distt. Gautam Budh Nagar, U.P., India (hereinafter referred to as the "Lessor" which expression shall, unless repugnant to the context, mean and include its administrators, successors and assigns) of one Part.

And

Jaypee Infratech Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at Sector-128, Sultanpur, Noida-201304, Distt. Gautam Budh Nagar, (U.P.) India (hereinafter referred to as the "Lessee" which expression shall, unless repugnant to the context, mean and include its successors and assigns) of second Part.

*Pranav*


प्रमोद कुमार अग्रवाल  
पी सी नं०

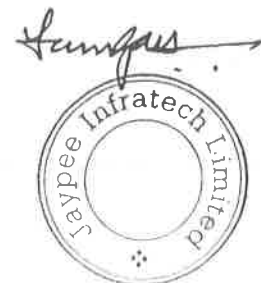
*Samir*



## WHEREAS

- (1) a) By **Concession Agreement** dated 07.02.2003 entered into between **Lessor** and Jaiprakash Industries Ltd. (Concessionaire), now known as **Jaiprakash Associates Ltd. (JAL)**. Thereafter **Jaypee Infratech Ltd. (JIL)**, a Special Purpose Vehicle was incorporated under the conditions of the **Concession Agreement**. **Lessor** granted concession to the Concessionaire to develop, design, engineer, finance, procure, construct, manage, operate and maintain the Taj Expressway including collection and retention of toll fee.  
  
b) By Assignment Agreement dated 19<sup>th</sup> October 2007 executed by and amongst **Lessor, JAL & Lessee** and subsequent project Transfer Agreement dated 22.10.2007 between **JAL & Lessee**, all assets, rights and privilege and all liabilities, obligations and duties relating to the Taj Expressway Project have been transferred to Lessee.
- (2) The **Lessor** has also agreed under the Concession Agreement to transfer to the **Lessee** as part of consideration thereunder 25 million square metres of land (the "Land for Development") together with, inter alia, all buildings structures, to be constructed thereon, along the proposed Expressway for commercial, amusement, industrial, institutional and residential development subject to the terms and conditions specified therein.
- (3) The **Lessor** and the **Lessee** have further agreed under the **Concession Agreement** that the Land for Development for the purposes stated above, shall be provided by **Lessor** at five or more locations of which one location shall be in Noida or Greater Noida with an area of 5 million square meters.
- (4) The **Lessor**, in part discharge of its obligations under the Concession Agreement for provision of land, has agreed to provide on lease and the **Lessee** has agreed to take on lease, a portion of land in NOIDA, as more particularly detailed in SCHEDULE I attached hereto, on terms and conditions contained in these presents.

  
प्रमोद कुमार अग्रवाल  
पी.सी.एस.  
उप मुख्य कार्यपालक अधिकारी  
ताज एक्सप्रेसवे औद्योगिक विकास प्राधिकरण  
ए-1, प्रथम तल कॉमर्शियल कॉम्पलेक्स सेक्टर-17  
ग्रेटर नोएडा, गौतम बुद्ध नगर



NOW THEREFORE THIS LEASE DEED WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **Lessor** is the lawful owner of Demised land admeasuring **26.063 Hectares or 64.402 Acres** situated in **Village Gejha Tilpatabad, Tehsil-Dadri, Distt. – Gautam Budh Nagar** (the "Demised Land") and has a valid right, title and interest therein and is competent to lease the same to the **Lessee**. Detailed description of the Demised Land and a plan thereof (delineated and marked in blue) as shown in the Map is attached hereto as SCHEDULE – II hereto demised on lease to the Lessee as per covenants, provisions of the Concession Agreement.
2. In consideration of the payment of the rent hereunder reserved and of the covenants and conditions on the part of the **Lessee** hereinafter contained, the **Lessor** doth hereby demise unto to the Lessee all that piece and parcel of the Demised Land containing by admeasurement 26.063 Hectares or 64.402 Acres in Village Gejha Tilfatabad, more particularly described in the SCHEDULE-1 hereto, together with all and singular liberties, privileges, rights, easements and appurtenances thereto AND ALSO the structures and buildings hereafter to be erected thereon TO HOLD the Demised Land unto the Lessee for the term of 90 (ninety) years (the "Term") commencing from the date of transfer of Demised Land.
3. During the term of the lease, the **Lessee** shall pay to the **Lessor** lease rent of Rs. 100/- (Rupees One Hundred) only per hectare per year in advance (the "Rent Amount") commencing from the month of February 2008. The Lessee has paid to the Lessor sole premium amount of **Rs 22,44,22,791.00** (Rupees twenty two crores forty four lacs twenty two thousand seven hundred ninety one) only through Pay Order No. 014110 dated 11.02.2008 drawn on Axis Bank, Sector-18, Noida (U.P.), being the amount of acquisition cost of the Demised Land in **Village – Gejha Tilpatabad**, details of which are set out in the SCHEDULE I hereto, the receipt whereof the Lessor doth hereby acknowledges.
4. The **Lessee** shall have unfettered right to sub-lease the whole or any part of the Demised Land, whether developed or undeveloped, and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the Demised Land or part thereof / permit to any person in any manner whatsoever, without requiring any consent or approval of or payment of

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पी सी एस  
उप मालिक

Hanuman



34. The Govt. of U.P. by Notification No. K.N.S.5-4513(1) / 11-2007-500(22)-2003 dated Lucknow November 17, 2007 issued by Government of Uttar Pradesh attached herewith as Schedule III and on the basis of said Notification, letter no. 4363 / 77-4-07-227 / N / 07 dated 28.11.2007 issued by the Secretary, Govt. of Uttar Pradesh attached as Schedule IV, has waived the stamp duty on transfer of land for proposed Taj Expressway Project by **Lessor** to **Lessee** and accordingly, no stamp duty is payable on this lease deed.


IN WITNESS WHEREOF THE **Lessor** and the **Lessee** have caused these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by **Taj Expressway Industrial Development Authority** by the hand of **Shri Pramod Kumar Agrawal** its **Dy. CEO**

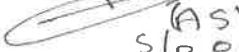
  
for **Taj Expressway Industrial Development Authority**

प्रमोद कुमार अग्रवाल  
डी.सी.एस  
उप मुख्य कार्यपालक अधिकारी  
ताज एक्सप्रेसवे औद्योगिक विकास प्रा.  
ए-1, प्रथम तल कॉमर्शियल कॉम्पलेक्स सैफ  
ग्रैंडर नोएडा, गौतम बुद्ध नगर (उ.प्र.)

SIGNED AND DELIVERED by **Jaypee Infratech Limited** by the hand of **Shri Sameer Gaur** its **Director**

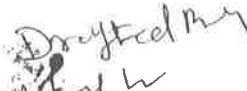
for **Jaypee Infratech Limited**  
For **Jaypee Infratech Limited**  
  
**Director**

**Witnesses:**

1.   
(ASHOK KHERA)  
S/o O.P. Khera  
125/14 Faridkot.

Ashok Khera

- 2.

  
Drafted by  
Sameer Gaur  
12/11/2007

आज दिनांक 16/02/2008 को

वही सं 1 जिल्द सं 1848

पृष्ठ सं 435 से 470 पर कमांक 806

रजिस्ट्रीकृत किया गया ।

तेज सिंह यादव

उप-निबन्धक द्वितीय

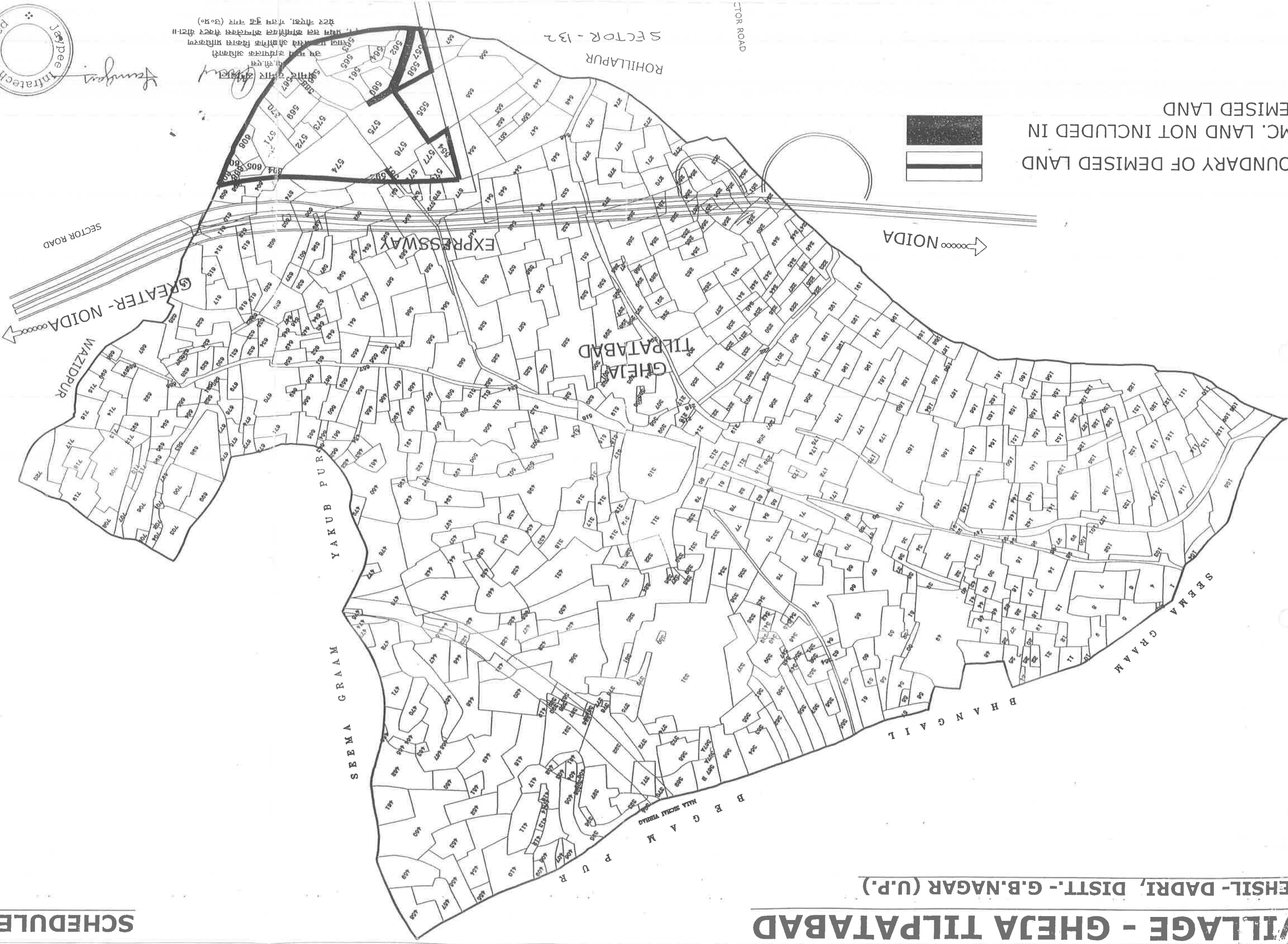
नोएडा

16/2/2008



# VILLAGE - GHEJA TILPATABAD

TEHSIL - DADR, DISTT. - G.B.NAGAR (U.P.)



SCHEDULE-II



सर्वेक्षण कार्य के लिए सर्वेक्षण विभाग द्वारा जारी किया गया है।  
सर्वेक्षण कार्य के लिए सर्वेक्षण विभाग द्वारा जारी किया गया है।  
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