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I-13316/12

LH-3



उत्तर प्रदेश UTTAR PRADESH

AW 035395

B. Singh
 बच्चू सिंह
 LEASE DEED
 या एक्सप्रेसवे औऽ विऽ प्राधिकरण



This Deed of Lease is made on this 21st day of May, 2012
 Between

Yamuna Expressway Industrial Development Authority (YEA), 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-II, 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 First Part,

And

Jaypee Infratech Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at Sector - 128, 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.

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 डिप्टी कलेक्टर
 यमुना एक्सप्रेसवे औऽ विऽ प्राधिकरण
 सं-128 नोएडा



WHEREAS

- (1) (a) By Concession Agreement dated 07.02.2003 (**the Concession Agreement**) entered into between Taj Expressway Industrial Development Authority, (subsequently renamed as Yamuna Expressway Industrial Development Authority vide GoUP Notification No. 1165/77-4-08-65N/08 Lucknow dated 11 July, 2008) and Jaiprakash Industries Ltd. (**Concessionaire**), now known as Jaiprakash Associates Ltd. (**JAL**), the Lessor granted concession to the Concessionaire to develop, design, engineer, finance, procure, construct, manage, operate and maintain the Taj Expressway, (since renamed as Yamuna Expressway vide GoUP Notification No.1165/77-4-08-65N/08 Lucknow dated 11 July, 2008), including collection and retention of toll fee.
- (b) In terms of Clause 18.1 of the Concession Agreement, and the directive of YEA vide its letters dated November 6, 2006 and February 15, 2007, the Concessionaire incorporated a Special Purpose Vehicle (SPV) for the implementation of the Project under the name of Jaypee Infratech Ltd. All the rights and obligations of the Concessionaire under the Concession Agreement were transferred to the SPV by Assignment Agreement dated 19.10.2007 duly executed by and amongst the Lessor, the Lessee and the Concessionaire followed by Project Transfer Agreement dated 22.10.2007 executed between the Concessionaire and the Lessee by which all assets, rights and privilege and all liabilities, obligations and duties relating to the Yamuna Expressway Project have been transferred to the 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.

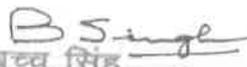

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गोएए नोएला



- (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 metres.
- (4) The Lessor has already transferred/is in the process of transfer of 5 million square metres (500 hectares or 1235 acres) of land in Noida as Location -1.
- (5) The Lessor has already transferred/is in the process of transfer of 5 million square metres (500 hectares or 1235 acres) of land in Area Development Plan of Yamuna Expressway Industrial Development Authority (YEA) in Distt. Gautam Budh Nagar as Location-2.
- (6) The Lessor, in part discharge of its obligations under the Concession Agreement for provision of Land for Development, has agreed on the request of the Lessee to provide on lease and the Lessee has agreed to take on lease, 5 million square metres (500 hectares or 1235 acres) of Land in Area Development Plan of Yamuna Expressway Industrial Development Authority (YEA) in Distt. Gautam Budh Nagar as Location-3. The Lessor has further agreed to provide on lease and the Lessee has agreed to take on lease, a portion of the said Land admeasuring 10.1635 hectares (25.10 acres) in Sectors -19 and 22 of Area Development Plan of YEA, in **Village – Salarpur, Tehsil - Sadar, Distt. - Gautam Budh Nagar (U.P.)** (Hereinafter referred to as **Demised Land**) as more particularly detailed in SCHEDULE-1 attached hereto, on terms and conditions contained in these presents.

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

1. The words and expressions used but not defined herein shall have the meaning assigned to them in the Concession Agreement.
2. The Lessor is the lawful owner of Demised Land admeasuring 10.1635 hectares or 25.10 acres situated in **Village- Salarpur, Tehsil-Sadar, Distt.- Gautam Budh Nagar (U.P.)** (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


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in yellow) 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.

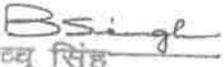
3. In consideration of the payment of the sole premium of Rs. 13,24,00,714/- (Rupees thirteen crores twenty four lacs seven hundred fourteen only) and the rent hereunder reserved and of the covenants and conditions on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto to the Lessee all that piece and parcel of the Demised Land containing by admeasurement 10.1635 hectares or 25.10 acres in Village - Salarpur more particularly described in the SCHEDULE-I 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.
4. 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 May 2012. The Lessee has remitted to the Lessor sole premium amount of Rs 13,24,00,714/- (Rupees thirteen crores twenty four lacs seven hundred fourteen only) through various RTGS, the receipt whereof the Lessor doth hereby acknowledges.
5. 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 any additional charges, transfer fee, premiums etc. to the Lessor or to any other relevant authority. The sub-Lessees of the Demised Land shall also be entitled to provide the Demised Land on sub-lease and hence there can be subsequent multiple sub-leases of the Demised Land in smaller parts. The Lessee/ sub-Lessee/ licensee, as the case may be, shall however notify to the Lessor the details of all such sub-lease(s)/ leave and license(s)/disposals. Till the time such notification is made to the Lessor, the Lessor/ sub-Lessor/ licensor, as the case may be, shall continue to

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ग्रेटर नोएडा



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
Yamuna Expressway Industrial Development Authority
by the hand of **Shri Bachchu Singh,**
its **Deputy Collector**


बच्चू सिंह
डिप्टी कलेक्टर
यमुना एक्सप्रेसवे औ० वि० प्राधिकरण
सेक्टर नोएडा

(Bachchu Singh)

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

For JAYPEE INFRATECH LIMITED

Sameer Gaur
Jt. Managing Director

(Sameer Gaur)

Witness: **Amit Kumar**
Ad


Amit Kumar Agrawal
Plot No Shri Jagdish Prasad
Plot H-138 Gamma II, G. Noida


M.R. Badoni
S/o Shri G.R. Badoni
Sector - 128 Noida

आज दिनांक 06/07/2012 को

वही सं. 1 जिल्द सं. 11199

पृष्ठ सं. 21 से 70 पर क्रमांक 13316

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


उपनिबन्धक सदर
गौतमबुद्धनगर
6/7/2012



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