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उत्तर प्रदेश UTTAR PRADESH

AE 027591

### LEASE DEED

This Deed of Lease is made on this ... 1st day of ... May ..., 2010

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.

राजेश कुमार  
उप मुख्य कार्यकारी अधिकारी  
यमुना एक्सप्रेसवे डेव. प्रा. लि.  
सेक्टर-128, नोडा-201304



## 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 meters 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.



  
सचिव, यूपी  
उप मुख्य कार्यालय यूपी  
यमुना एक्सप्रेसवे-नं. ११६५/७७-४-०८-६५एन/०८  
लखनऊ-२०१००२, बिहार



- (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, transferred 1214.505 acres of land to the Lessee in villages Sultanpur, Asgarpur, Sadarpur Majra Baktawarpur, Rohillapur, Sahpur Goverdhanpur Khadar, Shahpur Goverdhanpur Bangar, Wazidpur, Badauli Khadar, Badauli Bangar and Gejha Tilpatabad **(Transferred Land)** for a lease period of 90 (ninety) years.
- (5) Out of the Transferred Land, Lessor has taken back 1.75 acres (0.7086 Hect.) of land in village Sultanpur by way of three Surrender Deeds as per details given in Schedule-I **(Surrendered Land)** for its onward transfer to New Okhla Industrial Development Authority (NOIDA) for, inter alia, planned development in Sector 128, in accordance with Master Plan 2021 and in exchange, thereof, agreed to give to Lessee equal area of land.
- (6) The Lessor has agreed to provide on lease and the Lessee has agreed to take on lease 1.75 acres (0.7086 Hect.) of land, in village – Sultanpur in Sector 128, Noida as per details given in Schedule- II **(Alternate Land or Demised Land)** in exchange of the Surrendered Land.

**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 and has a valid right, title and interest therein and is competent to lease the same to the Lessee. Detailed description of the land, demised on lease to the Lessee as per covenants, provisions of the Concession Agreement, are attached hereto as SCHEDULE- II hereto.

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 Rajendra Kumar Singh**, its Dy. CEO



यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण  
मुख्यालय-बी.सी. रोड गाँव-२९  
सेक्टर-१२८, ग्रेटर नोएडा

(Rajendra Kumar Singh)

Witness : *Atul Kumar*  
ATUL KUMAR AGRAWAL  
Advocate  
SUB REGISTRAR'S OFFICE  
Mobile : 9811346326

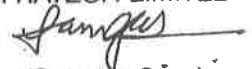
*M. R. Badoni*  
*S/o Shri G. R. Badoni*  
*Sector-128 No/da*

SIGNED AND DELIVERED by

**Jaypee Infratech Limited**

by the hand of **Shri Sameer Gaur**,  
its **Director in Charge**

FOR JAYPEE INFRATECH LIMITED



(Sameer Gaur)  
Director -in-Charge

(Sameer Gaur)

आज दिनांक 03/07/2010 को

वही सं. I जिल्द सं. 1974

पृष्ठ सं. 209 से 260 पर क्रमांक 2713

रजिस्ट्रीकृत किया गया ।

जे० एन० सिंह  
Sub Registrar  
Noida-III

3/7/2010



## SCHEDULE-II

## SCHEDULE-II

GHEJA  
TIFTATABAD

SHAH PUR  
GOVERDHANPUR  
KRIADAR

सप मुख्य का (गालेन) अतिरिक्त  
यमुना एक्सप्रेस-वे सीमा (10) किलोमीटर  
सेक्टर-दीपा-3, गेट-1, गेट-2, गेट-3

LAND ALREADY TRANSFERRED TO ILL