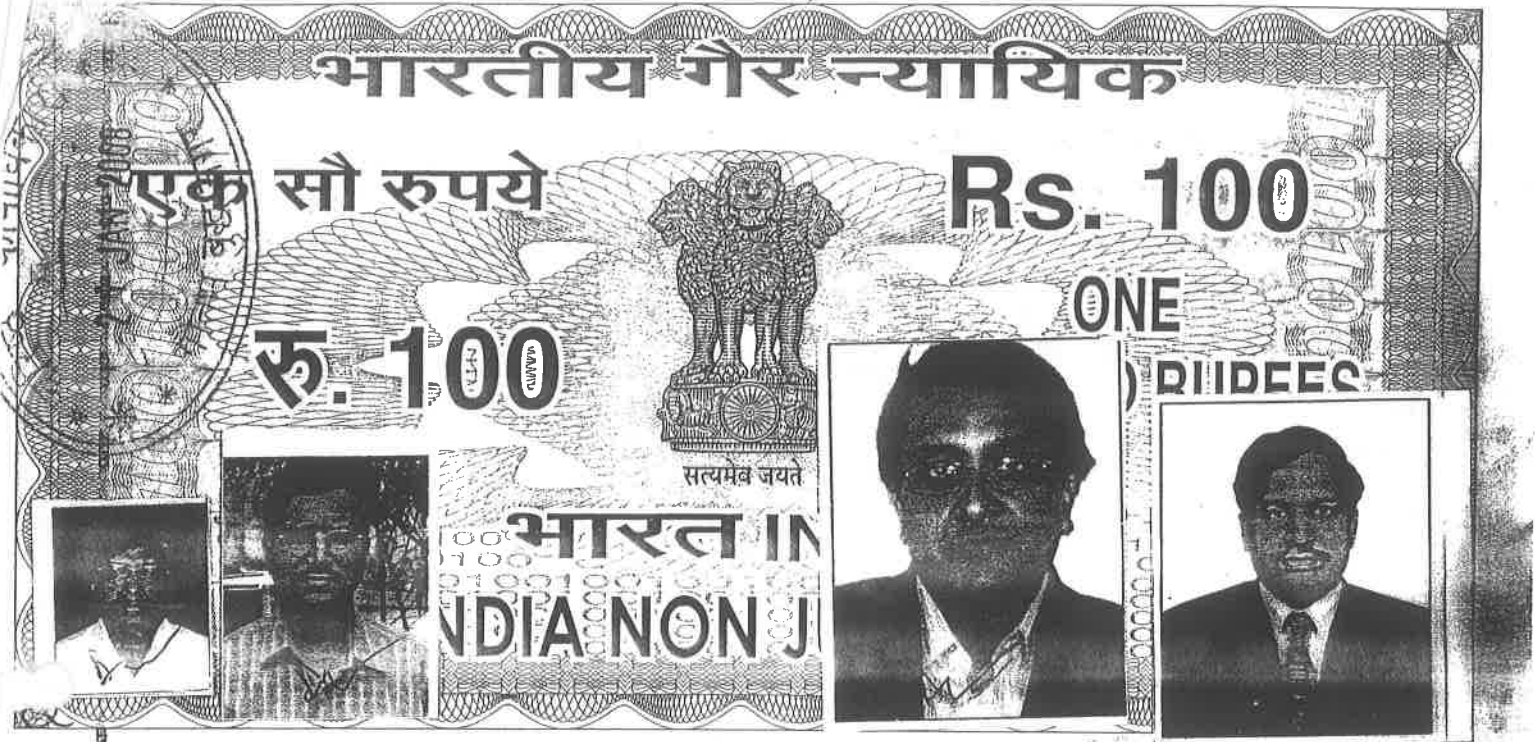


1864/08



उत्तर प्रदेश UTTAR PRADESH

H 495381

LEASE DEED

This Deed of Lease is made on this 15th 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.

प्रमोद कुमार अग्रवाल

पी.सी.एस.

उप मुख्य कार्य

ताज एक्सप्रेसवे

ए-1, प्रथम तह

वारी

न्यायिक

न्यायिक



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 19th 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
ताज एक्सप्रेसवे अधीनस्थ
ए-1, प्रथम तल कार्मशियल बिल्डिंग
ग्रेटर नोएडा, गाँवस
कोटा



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 **28.586 Hectares or 70.637 Acres** situated in **Village Wazidpur, Tehsil-Sadar, 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 28.586 Hectares or 70.637 Acres in Village **Wazidpur**, 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 23,92,45,335.00**. (Rupees twenty three crores ninety two lacs forty five thousand three hundred thirty five only) through Pay Order No. 014111 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 – Wazidpur**, 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 any additional charges, transfer fee, premiums etc. to the **Lessor** or to any other


प्रमोद कुमार
राज्य मुख्यालय
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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 कार्यालय अधिकारी
ताज एक्सप्रेसवे औद्योगिक विकास प्राधिकरण
ए-1, प्रथम तल कॉमर्शियल कॉम्पलेक्स सेक्टर वीटा-II
ग्रेटर नोएडा, गौतम बुद्ध नगर (उ०प्र०)

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.



2.


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

आज दिनांक 16/02/2008 को

बही सं 1 जिल्द सं 2974

पृष्ठ सं. 273 से 308 पर क्रमांक 1964

रजिस्ट्रीकृत किया गया ।

सजेश तिवारी

उप निबन्धक गौ०बुद्धनगर

सदर

16/2/2008



VILLAGE - WAZIDPUR

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

SCHEDULE-II



BOUNDARY OF DEMISED LAND
LMC. LAND NOT INCLUDED IN
DEMISED LAND

प्रमाणित किया गया
उप मुख्य कार्यपालक अधिकारी
ताज एक्सप्रेसवे औद्योगिक विकास प्राधिकरण
ए-1, प्रथम तल कॉमर्शियल कॉम्प्लेक्स सैक्टर जीटा-II
ग्रेटर नोएडा, गौतम बुद्ध नगर (उ.प्र.)