



LEASE DEED

This Deed of Lease is made on this 5th day of May, 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
पी०सी०एस०
उप मुख्य कार्यपालक अधिकारी
ताज एक्सप्रेसवे औद्योगिक विकास प्राधिकरण
बीटा-II, ग्रेटर नोएडा



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.

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प्रमोद कुमार अग्रवाल
पी०सी०एल०
उप मुख्य कार्यपालक ए०
ताज एक्सप्रेसवे डेवलपमेंट प्रा० लि०
बीटा-III, गेट-III, नोडा



- (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.

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 66.527 Hectares or 164.388 Acres situated in **Village-Shahpur Goverdhanpur Khadar, 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 66.527 Hectares or 164.388 Acres in Village - Shahpur Goverdhanpur Khadar 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.
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 May 2008. The Lessee has remitted to the Lessor sole premium amount of

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डी०डी०
उप मुख्य कार्यपालक अधिकारी
ताज एक्सप्रेसवे
नोडा-२०

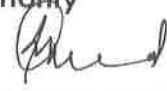


33. All arrears payable to Lessor shall be recoverable as arrear of land revenue without prejudice to its other rights under any other law for the time being in force, subject however to the terms of this Deed.
34. The Govt. of U.P. by Notification No. K.N.S.5-4513(1) / 11-2007-500(22)-2003 dated Lucknow 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**

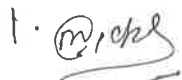

प्रमोद कुमार अग्रवाल
पी०सी०एस०
उप मुख्य कार्यपालक अधिकारी
ताज एक्सप्रेसवे औद्योगिक प्राधिकरण
बीटा-II, ग्रेटर नोएडा


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. 
22/11/14
T.E.A.

2. 
(ASHOK KHERA)
S/O Sh. O.P. Khera
125, Sec 14
Faridkot

आज दिनांक 15/05/2008 को

वही सं 1 जिल्द सं 3320

पृष्ठ सं 275 से 330 पर क्रमांक 5851

रजिस्ट्रीकृत किया गया ।



टी०आर० त्यागी

उप निबन्धक गौ०बुद्धनगर

सदर

15/5/2008

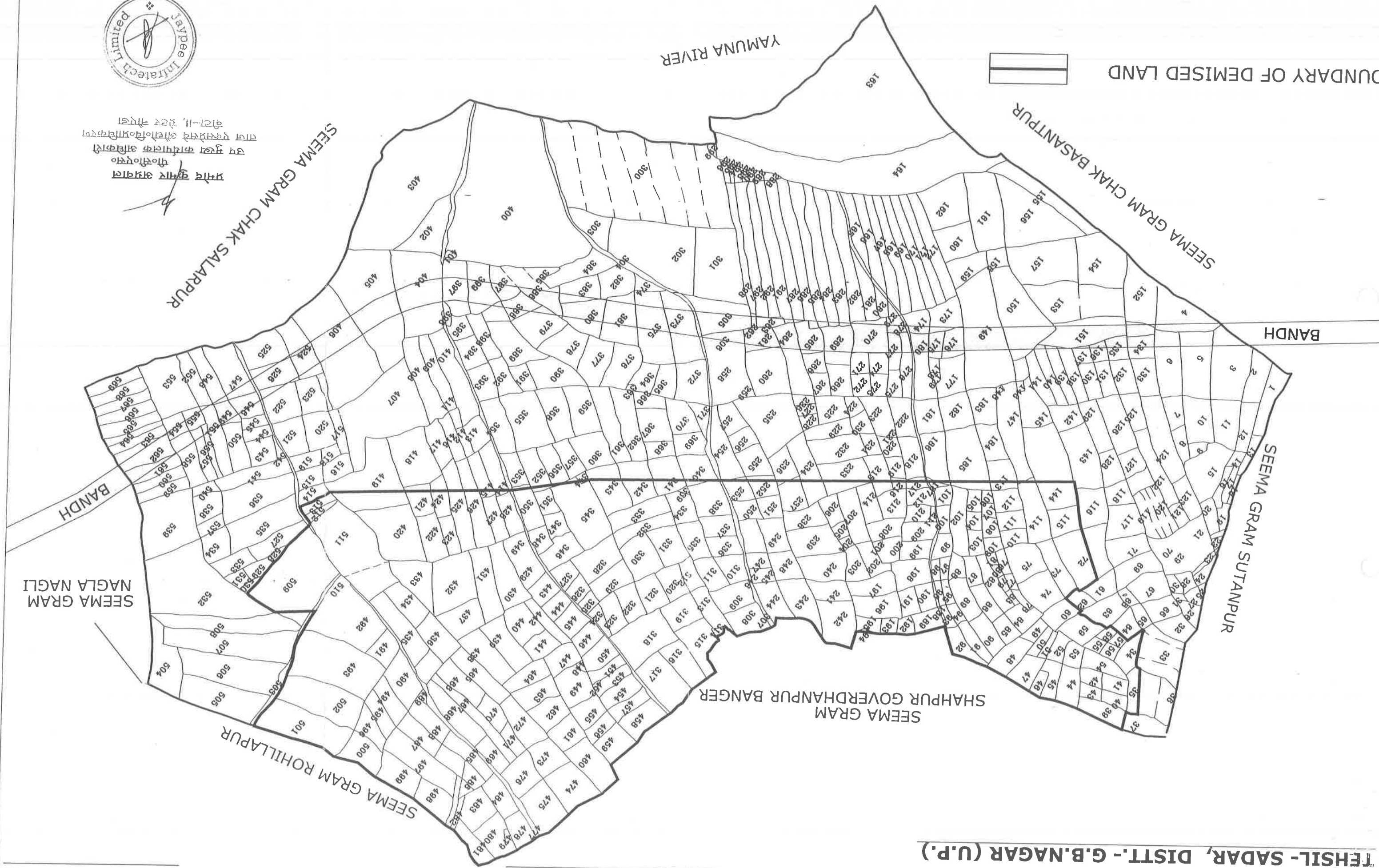
Checked
20/5/08



VILLAGE - SHAHPUR GOVERDHANPUR KHADAR

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

SCHEDULE-II



महोदय अग्रवाल
ग्रामिण-पुस्तक
उप मुख्य कार्यालय अधिकारी
ग्राम एवं विकास एवं औद्योगिक विकास
डी.टी.-II, डी.टी. सी.ए.डी.