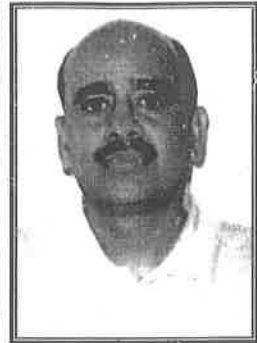


1-1265/2011

भारतीय गैर न्यायिक

पचास
रुपये

FIFTY
RUPEES



उत्तर प्रदेश UTTAR PRADESH

V 855904

LEASE DEED

This Deed of Lease is made on this 29th day of November 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 the 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 the Second Part.





उत्तर प्रदेश UTTAR PRADESH

V 855905

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.
- (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 1218.17 acres of land to the Lessee in villages Sultanpur, Asgarpur, Sadarpur Majra Baktawarpur, Rohillapur, Shahpur 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, the Lessor has taken back 11.19 acres (4.5334 Hect.) of land in villages Shahpur Goverdhanpur Bangar, Shahpur Goverdhanpur Khadar and Rohillapur by way of five Surrender Deeds as per details given in Schedule-I attached hereto **(Surrendered Land)** for its onward transfer to New Okhla Industrial Development Authority (NOIDA) for, inter alia, planned development of Sector Roads in Sectors 131, 133 and 134 in accordance with Master Plan 2021 and in exchange, thereof, agreed to give

dp



to the Lessee equal area of land in Sector – 151 near and contiguous to the transferred land as per details in Schedule – II attached hereto (**Alternate Land**).

- (6) The Lessor has agreed to provide on lease and the Lessee has agreed to take on lease 6.66 acres (2.6965 Hect.) of land presently available, in village - Badauli Bangar, Tehsil – Sadar, District – Gautam Budh Nagar (U.P.) in Sector 151, as per details given in Schedule- III attached hereto (**Demised Land**) in exchange of the Surrendered Land. The balance 0.40 acres (0.1640 hectares) land in village Badauli Bangar shall be transferred by the Lessor to the Lessee after it is made available from NOIDA.

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-III.
3. In consideration of the covenants and conditions hereinafter contained, the Lessor doth hereby demise unto to the Lessee all that piece and parcel of the Demised Land containing by admeasurements 6.66 acres (2.6965 Hect.) in Village Badauli Bangar, 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 original first Lease Deed dated 03-07-2003.
4. The said 6.66 acres (2.6965 Hect.) of the Demised Land is being leased by the Lessor to the Lessee against the Surrendered Land admeasuring 11.19 acres (4.5334 Hect.), which has been surrendered by the Lessee in favour of the Lessor through 5 (five) nos. Deeds of Surrender dated 12.11.2010.

Handwritten signature



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 herein above written in the manner herein after appearing.

SIGNED AND DELIVERED by

Yamuna Expressway Industrial Development Authority

by the hand of **Shri Rajendra Kumar Singh**, its **Dy. CEO**



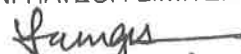
(Rajendra Kumar Singh)

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)

Witness :-

Atul Kumar
(ATULKUMAR)
S/o Late Shri Jagdish Prasad
H/o H-168/II Gamma II
Greater Noida


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

आज दिनांक 25/01/2011 को

बही सं. 1 जिल्द सं. 7869

पृष्ठ सं. 163 से 224 पर क्रमांक 1265

रजिस्ट्रीकृत किया गया ।

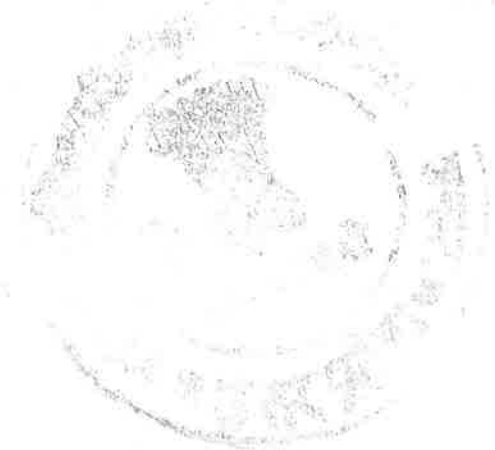
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


(राजबहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

25/1/2011





VILLAGE-BADDAULI BANGAR

TEHSIL-SADAR, DISTT.-GAUTAM BUDH NAGAR (U.P.)

SCHEDULE-III
(DEMISED LAND)

