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उत्तर प्रदेश UTTAR PRADESH

AE 027607

LEASE DEED



This Deed of Lease is made on this 8th day of February 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.

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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.

संजय कुमार
उप निदेशक (आयोजना) : दिल्ली
सं. प्र. सं. 1165/77-4-08-65N/08



- (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 admeasuring 0.5820 Hectares or 1.4381 Acres in Village – Sultanpur, Tehsil – Dadri, Distt. – Gautam Budh Nagar (U.P.) (Hereinafter referred to as Demised 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 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 0.5820 Hectares or 1.4381 Acres situated in **Village- Sultanpur, Tehsil - Dadri, 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 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. 64,02,000.00 (Rupees sixty four lacs two thousand 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 0.5820 Hectares or 1.4381 Acres in Village - Sultanpur 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.


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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.

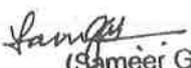
SIGNED AND DELIVERED by
Yamuna Expressway Industrial Development Authority
by the hand of **Shri Rajendra Kumar Singh**, its Dy. CEO


राजेंद्र कुमार
उप यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण
ए-11, ग्रेटर नोएडा

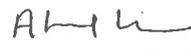
(Rajendra Kumar Singh)

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
Shri Jagdish Prasad
C-28 sector-P-3 Greater Noida


(M. R. Badoni)
80. G. R. Badoni
Sector - 128 Noida

JAYEE INFRA TECH PRIVATE LIMITED

आज दिनांक

11/03/2010

को

(Director in-Charge)
Director-in-Charge

बही सं.

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जिल्द सं.

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पृष्ठ सं.

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से

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पर क्रमांक

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रजिस्ट्रीकृत किया गया ।

K.K.Mishra

11/3/2010



VILLAGE - SULTANPUR

SCHEDULE-II

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



HAJIPUR

SADARPUR
BAKHTAWARPUR

SHAHPUR
GOVERDHANPUR
BANAGR

ASGARPUR

राजेश कुमार
रूप मूल्य कार्यकारी अधिकारी
यमुना स्टाडीयम-वे सी 131, सितपुर
गौतम बुद्ध नगर, प्रो. प्रो. प्रो.



[Handwritten signature]

DEMISED LAND

LAND IS ALREADY TRANSFERRED TO THE