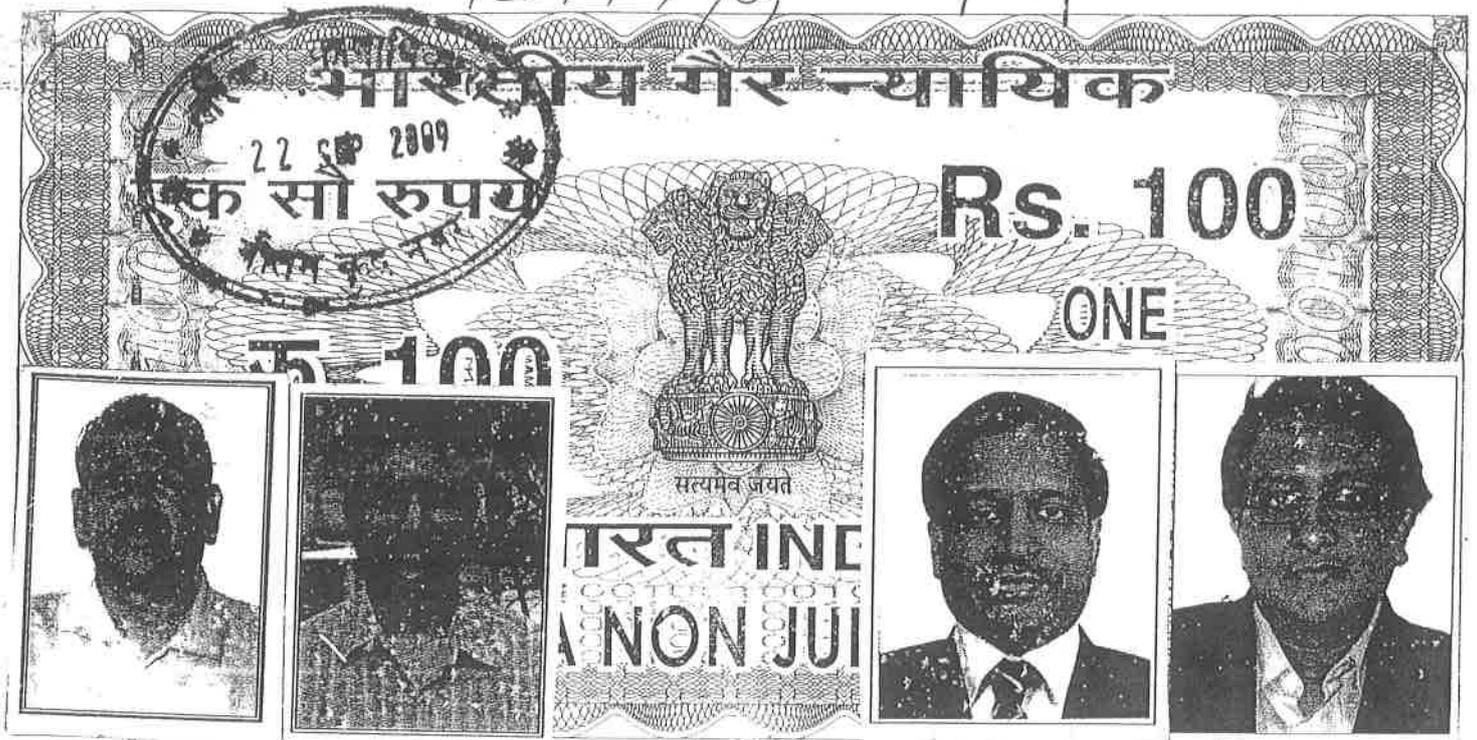


15977/9 13346/9



उत्तर प्रदेश UTTAR PRADESH

AB 600237

LEASE DEED

This Deed of Lease is made on this 16th day of October, 2009

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.

(Handwritten signature)

राजेन्द्र कुमार
रूप कृष्ण कार्यालय
सेक्टर-बीटा-२, ग्रेटर नोएडा



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 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 metres.


राजेंद्र कुमार
रूप रमेश प्रोपर्टी डेवलपर्स प्राइवेट लि.
रौनदर-प्लॉट-III, ग्रेटर नोएडा



- (4) The Lessor has already transferred/is in the process of transfer of 5 million square metres (500 hectares or 1235 acres) of land in Noida as Location -1.
- (5) The Lessor has already transferred/is in the process of transfer of 5 million square metres (500 hectares or 1235 acres) of land in Area Development Plan of Yamuna Expressway Industrial Development Authority (YEA) in Distt. Gautam Budh Nagar as Location-2.
- (6) The Lessor, in part discharge of its obligations under the Concession Agreement for provision of Land for Development, has agreed on the request of the Lessee to provide on lease and the Lessee has agreed to take on lease, 5 million square metres (500 hectares or 1235 acres) of Land in Area Development Plan of Yamuna Expressway Industrial Development Authority (YEA) in Distt. Gautam Budh Nagar as Location - 3. The Lessor has further agreed to provide on lease and the Lessee has agreed to take on lease, a portion of the said Land admeasuring 26.0471 hectares (64.3363 acres) in Sector 22 of Area Development Plan of YEA, in Village – Salarpur, Tehsil - Sadar, Distt. - Gautam Budh Nagar (U.P.) (Hereinafter referred to as Demised Land) 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 26.0471 hectares or 64.3363 acres situated in **Village- Salarpur, Tehsil-Sadar, 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. 24,11,88,078/- (Rupees twenty four crores eleven lacs eighty eight thousand seventy eight


बिपिन कुमार
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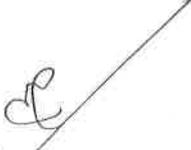

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IN WITNESS WHEREOF THE **Lessor** and the **Lessee** have caused these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by

Yamuna Expressway Industrial Development Authority

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


राजेंद्र कुमार
उप मुख्य कार्यकारी अधिकारी
यमुना एक्सप्रेसवे औद्योगिक प्राधिकरण
सेक्टर-बीटा-1, ग्रेटर नोएडा

(Rajendra Kumar Singh)

SIGNED AND DELIVERED by

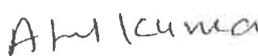
Jaypee Infratech Limited

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

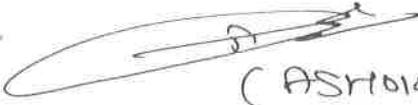

(Sameer Gaur)

FOR JAYPEE INFRA TECH LIMITED

Witness :


(ASHUL KUMAR)
S/O Late Shri Jagdish Prasad
R/O C-28, Sector-P-3
Greater Noida

(Sameer Gaur)
Director -in-Charge


(ASHOK KHERA)
S/O Sh. O. P. Khera
125, Sector-14
Fazilka

आज दिनांक 11/11/2009 को

बही सं 1 जिल्द सं 5192

पृष्ठ सं 161 से 210 पर क्रमांक 13477

रजिस्ट्रीकृत किया गया ।

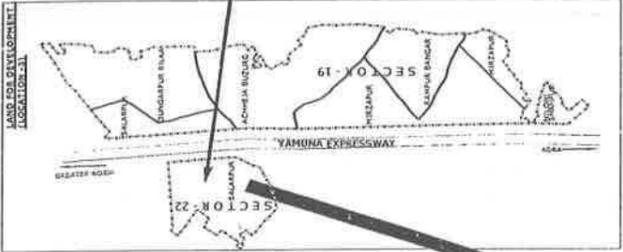
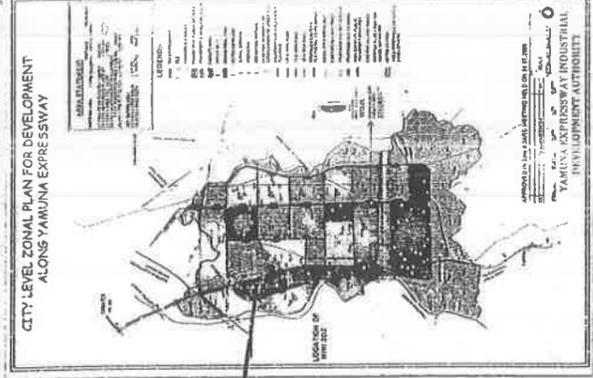

राजेश सिवारी

उप निबन्धक गौ० बुद्धनगर

सदर

11/11/2009

SCHEDULE II



शुद्ध
शीट नं २
ग्राम - सलासपुर
पराना - दत्तकोर
तहसील - सदर
जिला - गौतमबुद्धनगर
खण्ड नं ३१५१ (५)
क्षेत्रफल १५५८ वर्ग मी

RD14.000 KM SEEMA GRAM DANKOUR



DEVELOPMENT LAND
(LOCATION-3)
DEMISED LAND

SEEMA GRAM RILKA

SEEMA GRAM ACHHEJA

SEEMA GRAM MIRZAPUR

SEEMA GRAM MOOJKHEDA

सूची	चिह्न
आबादी	II II II
साधारण आबादी	XX XX
इतिहास आबादी	XX XX
नाली	—
पथ	—
नदी/नहर	—
संकेत	—
सामान	—
खलिफत	—
नरसरी	—
खार के गे	—
खेत का सिंचन	—
नाम	—
कमिशन	—
गलब	—
बर्तमान	—
विद्युत पथ	—
सूचना	—
संसाधन	—
खास विभाग/का मान	—
स्कूल	—



राजेश कुमार
उप मुख्य कार्यपालक अधिकारी
यमुना एक्सप्रेसवे-वे औ० वि० प्राधिकरण
सेक्टर-लीटा-II, ग्रेटर नोएडा