



INDIA NON JUDICIAL



IN-UP57000348450479W

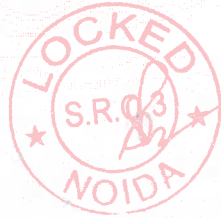
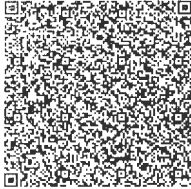
Government of Uttar Pradesh

e-Stamp

Signature

Name: KIRANPAL SINGH, ACC Code: UP14003904  
ACC Add: Sub-Registrar Noida, Mob: 9310811293  
License No.: 60/99, Noida Distt. G.B. Nagar, UP

Certificate No. : IN-UP57000348450479W  
 Certificate Issued Date : 12-Nov-2024 10:56 AM  
 Account Reference : NEWIMPACC (SV)/ up14003904/ NOIDA/ UP-GBN  
 Unique Doc. Reference : SUBIN-UPUP1400390410817867109523W  
 Purchased by : DEVESH SAXENA ADVOCATE  
 Description of Document : Article 24 Copy or Extract  
 Property Description : Not Applicable  
 Consideration Price (Rs.) :  
 First Party : DEVESH SAXENA ADVOCATE  
 Second Party : Not Applicable  
 Stamp Duty Paid By : DEVESH SAXENA ADVOCATE  
 Stamp Duty Amount(Rs.) : 10  
 (Ten only)



Please write or type below this line

Handwritten signature in red ink: *Devsh Saxena*

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SUB REGISTRAR  
NOIDA-III

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shelbestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please inform the Competent Authority



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नीय गैर न्यायिक



ये

Rs. 100



ONE

HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA  
DIA NON JUD



उत्तर प्रदेश UTTAR PRADESH

H 170832

Stamp Duty payable on this instrument is exempted vide Finance Dept. Notification No. M.599 / X-501 dated 25<sup>th</sup> March 1942, issued by Government of Uttar Pradesh.

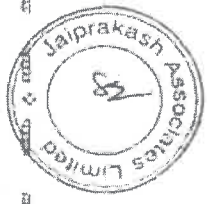
DEED OF ASSIGNMENT OF LEASE

THIS DEED OF ASSIGNMENT OF LEASE is made on this 27<sup>th</sup> day of NOVEMBER 2007 by and between:

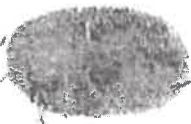
JAIPRAKASH ASSOCIATES LIMITED, a company incorporated under the Companies Act, 1956 (bearing Company Identification Number L14106 UP 1995 PLC 19017 dated November 15, 1995) and having its registered office at Sector 128, Noida-201 304, Uttar Pradesh and Head Office at JA House, 63 Basant Lok, Vasant Vihar, New Delhi-110 057 (hereinafter referred to as the "Assignor" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of the First Part;

AND

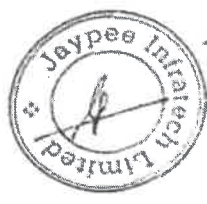
JAYPEE INFRATECH LIMITED, a company incorporated under the Companies Act, 1956 (bearing Company Identification Number U45203UP2007PLC033119 dated April 5, 2007) and having its registered office at Sector 128, Noida - 201304, Distt.



oag  
Reader



Compared by  
Examiner



कम समय 34-20-2000 को दिनांक 8/11/17

स्टाम्प का नाम [unclear]

स्टाम्प का नाम [unclear] Jaypee Infra Tech LTD, Sector 29 B, S.H. Road, Noida

स्टाम्प की संख्या 100

बैंक का नाम [unclear]

बि. नं. [unclear]

[unclear]

[Handwritten signature]

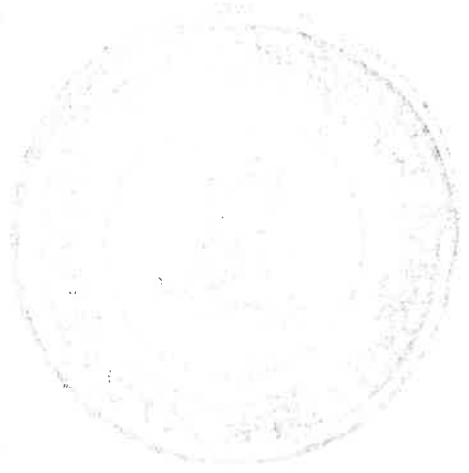


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S. K. Sharma

[Handwritten signature]

[Handwritten signature]



Gautam Budh Nagar (U.P) (hereinafter referred to as the "Assignee" which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of the Second Part;


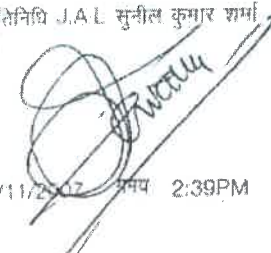
WHEREAS

- A. By Concession Agreement dated February 7, 2003 (the "Concession Agreement") entered into between TAJ EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY, a statutory body constituted under the U.P. Industrial Development Act, 1976 and having its principal office at A-1, First Floor, Commercial Complex, F- Block, Sector Beta-2, Greater Noida, District Gautam Budh Nagar-201 301, Uttar Pradesh, India (hereinafter referred to as "TEA") and Jaiprakash Industries Limited, TEA granted concession to Jaiprakash Industries Limited to develop, design, engineer, finance, procure, construct, manage, operate and maintain the Taj Expressway including collection and retention of toll fee, comprising 160 KMs long six-lane access controlled expressway with provision for expansion to eight-lane in future, with service roads and associated structures as per requirements and management of land for development (collectively the "Taj Expressway Project") on build, own, operate and transfer basis;
- B. By a Scheme of Amalgamation approved by the Honourable High Court of Judicature at Allahabad by order dated March 10, 2004 passed under section 394 of the Companies Act, 1956 in Company Petition No. 26 of 2003, Jaiprakash Industries Limited stands amalgamated and merged with Jaypee Cement Limited with effect from the Appointed Date, that is April 1, 2002;
- C. Pursuant to Special Resolution passed by Jaypee Cement Limited on March 29, 2003 under section 21 of the Companies Act, 1956 and approval of the Central Government accorded by letter dated March 11, 2004, name of Jaypee Cement Limited was changed to Jaiprakash Associates Limited with effect from March 11, 2004, as evidenced by Fresh Certificate of Incorporation dated March 11, 2004 issued by the Registrar of Companies, Kanpur;
- D. The Concession Agreement, by Article 18.1 thereof, provides for transfer of all rights and obligations of the Concessionaire to a Special Purpose Vehicle in case it is considered necessary by the Concessionaire and the TEA to do so, without additional cost to the Concessionaire or the Special Purpose Vehicle and provides for execution of documents as may be required amongst the Concessionaire, TEA and the Special Purpose Vehicle;
- E. TEA has, vide its letter dated November 6, 2006 and February 15, 2007 required the Concessionaire, being the Assignor herein to incorporate a Special Purpose Vehicle.

पट्टाधिकार का अंतरण

100.00 100.00 20 120.00 1,000  
श्रीम गजिन्द्रजी लाल व प्रति शुक्ल घोष शब्द लगभग

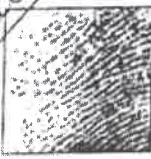
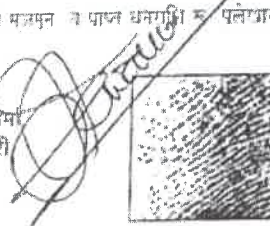
प्रतिफल  
श्री/श्रीमती J.A.L जो सी० तिवारी प्रतिनिधि J.A.L सुनील कुमार शर्मा  
पुत्र श्री स्व० सी० सी० तिवारी  
पेशा नौकरी  
निवासी ग्यापी सेक्टर-128, नोएडा  
अस्थायी पता  
ने वक्त लेखपत्र इंग कार्यालय दिनांक 27/11/2007 समय 2:39PM  
यदि निश्चय हो तो पेश किया।



प्रदीप राणा  
उप-निबंधक तृतीय  
नौएडा  
27/11/2007



निष्पादन लेखपत्र वाद युक्त व यवशने मान्यता व प्राप्त धनराशि व पलेपानमा उक्त  
आवरण कला

श्री/श्रीमती J.A.L जो सी० तिवारी  
प्रतिनिधि श्री J.A.L सुनील कुमार शर्मा  
पुत्र/पत्नी श्री स्व० सी० सी० तिवारी  
पेशा नौकरी



अंतरातीति

श्री/श्रीमती J.L.L प्रमोद कुमार अग्रवाल  
प्रतिनिधि श्री J.L.L समीर गौर  
पुत्र/पत्नी श्री स्व० आर० पी० अग्रवाल  
पेशा नौकरी  
निवासी ए-1/8, प्रथम तल, पंचशिल इन्कलेय दिल्ली



ने निष्पादन स्वीकार किया।

निष्पादक परवान श्री अतुल कुमार  
पुत्र श्री एडवोकेट  
पेशा वकालत



निवासी सी-28, से०-सी-3, सेक्टर नोएडा

व श्री अशोक खेरा

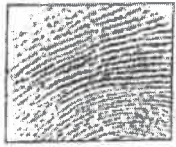


पुत्र श्री पुत्र: ओ पी० खेरा

पेशा नौकरी

निवासी 125, से०-14, फरीदाबाद

ने की।

पन्वशतः भरत गाँवियों के निष्पादन अंगुष्ठ निष्पादनुसार लिये गये हैं।



प्रदीप राणा  
उप-निबंधक तृतीय  
नौएडा  
27/11/2007

- G. The Assignor holds and owns 100 percent of the legal and beneficial ownership of the issued, subscribed and paid up share capital of the Assignee.
- H. By Letter No. 3558/77-4-07-411 N/07 dated 16<sup>th</sup> October, 2007, issued by the Industrial Development Division - 4, Government of Uttar Pradesh (annexed herewith as Schedule 'A'), it has been clarified that the remission from stamp duty granted by Finance Dept. Notification No. M.599 / X-501 dated 25<sup>th</sup> March 1942, is available to the instruments executed in relation to the transfer of Taj Expressway Project to the S.P.V, provided a Certificate is obtained by the parties to the instrument from Registrar, Joint Stock Companies, Uttar Pradesh.
- I. The Assignor and the Assignee fulfill the conditions specified in the said Notification and the letter referred to in Recital H above, as evidenced by the Certificate No. ROC/Misc./20-033119/1465 dated 29.10.2007, issued by the Registrar Of Companies, Uttar Pradesh & Utranchal, Kanpur (annexed herewith as Schedule 'B').
- J. By Assignment Agreement dated 19<sup>th</sup> October 2007 for the assignment of Concession Agreement (the "Assignment Agreement") executed by and amongst the Assignor, the Assignee and TEA, the parties thereto have agreed to the assignment of the Concession Agreement to the Assignee and TEA has consented and approved the assignment of the Concession Agreement to the Assignee and has accepted the Assignee as the Concessionaire in place of the Assignor;
- K. By a Project Transfer Agreement dated 22<sup>nd</sup> October 2007 (the "Project Transfer Agreement") entered into between the Assignor and the Assignee, the Assignor has agreed to transfer all the assets, rights and privileges and all the liabilities, obligations and duties relating to the Taj Expressway Project to the Assignee and the Assignee has agreed to accept and assume such transfer;
- L. In terms of the said Concession Agreement, TEA agreed *inter alia* to grant to the Assignor land on leasehold basis for commercial, amusement, industrial, institutional and residential development along the Taj Expressway Project;
- M. In pursuance thereof, TEA granted on lease land admeasuring 477.789 acres situated at Noida, by registered lease deeds (the "Lease Deeds"), more particularly described in Schedule C hereto (the "Demised Land") and delivered possession of the Demised Land to the Assignor;
- N. In pursuance of the foregoing, the Assignor has agreed to assign and transfer all the rights, title and interest of the Assignor in and to the said Demised Land to the Assignee and the Assignee

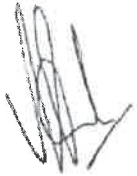
अंतरीति

Registration No. 3510

Year: 2007

Book No. 1

0201 J.I.L. प्रमोद कुमार अग्रवाल प्रतिनिधि J.I.L. समीर गौर  
एच० आर० वी० अग्रवाल  
ए-1/8, प्रथम तल, बंगराल इन्कलेम दिल्ली  
वीकरी





execute or cause to be done or executed, all such further and other lawful and reasonable acts, deeds, things, matters and assurances in the law whatsoever for further and more perfectly and absolutely assuring the Demised Land hereby assigned or expressed to be so by and every part thereof unto and to the use of the Assignee for the residue of the said term of the lease and in manner aforesaid as shall or may by reasonably required.

3. Assignee's Covenants

The Assignee does hereby covenant with the Assignor that the Assignee will henceforth during the term of the lease pay the rents reserved by the Lease Deed and perform all the covenants by the Lessee and the conditions contained in the said Lease Deed and keep indemnified the Assignor and its estate and effects from and against the payment of the said rent and the observance and performance of the said covenants and conditions and all actions, proceedings, costs, damages, claims, demands and liability whatsoever for or on account of the same or in anywhere relating thereto.

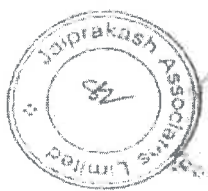
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

|  |   |
|--|---|
| Signed and delivered by within named Assignor, JAIPRAKASH ASSOCIATES LIMITED, by its Executive Vice Chairman, Shri Sunil Kumar Sharma, who has been duly authorized pursuant to resolution passed in the meeting of its Board of Directors held on 11.01.2007, in the presence of the following witnesses. | <p>For JAIPRAKASH ASSOCIATES LIMITED</p> <p><i>S. K. Sharma</i><br/>Executive Vice-Chairman</p> |
| Signed and delivered by within named Assignee, JAYPEE INFRATECH LIMITED, by its Director Shri Samir Gaur, who has been duly authorized pursuant to resolution passed in the meeting of its Board of Directors held on 21.04.2007, in the presence of the following witnesses.                              | <p>For Jaypee Infratech Limited</p> <p><i>Samir Gaur</i><br/>Director</p>                       |

Witness No.1:

Witness No.2:

(Ashok KHEPDA)  
S/O P. P. KHEPDA  
12/14 Fardabad.



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Schedule - 'A'

संख्या: 3558/77-4-07-411 एन./07

187

प्रेम्क,

काजी एम.ए. मुजतबा,  
अनु सचिव,  
उत्तर प्रदेश शासन।

सेवा में

मुख्य कार्यपालक अधिकारी,  
ताज एक्सप्रेस-वे प्राधिकरण,  
गीतमनुद्वनगर।

आद्यौनिक विकास अनुभाग-1

लखनऊ दिनांक: 16 अक्टूबर, 2007

विषय: ताज एक्सप्रेस-वे परियोजना के कन्वेंशन अनुबंध दिनांक 07.02.2003 के अन्तर्गत स्वयं इपूटी के भुगतान से छूट दिये जाने के संबंध में।

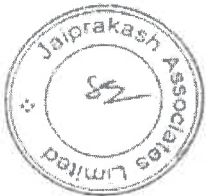
महोदय,

उपर्युक्त विषयक अपने पत्र संख्या-टी.ई.ए./2007/1363, दिनांक 07.09.07 का स्तम्भ ग्रहण करने का कष्ट करें, जिसमें उल्लेख किया गया है कि ताज एक्सप्रेस-वे परियोजना को क्रियान्वित करने संबंधी कन्वेंशन अनुबंध की धारा-18.1 में यह प्राविधान किया गया है कि यदि जय प्रकाश एसोसिएट लि० एवं ताज एक्सप्रेस-वे प्राधिकरण यह आवश्यक समझते हैं कि जय प्रकाश एसोसिएट लि० कन्वेंशन अनुबंध के अन्तर्गत अपने अधिकारों एवं कार्यों को एक स्पेशल पर्यटन कोम्पनी(एस.पी.वी.) को हस्तांतरित करे तब जय प्रकाश एसोसिएट लि० द्वारा एस.पी.वी. को इन अधिकारों एवं कार्यों के हस्तांतरण में जो अभिलेख निष्पादित किये जायेंगे उन पर जय प्रकाश एसोसिएट लि० अथवा एस.पी.वी. को अतिरिक्त कोमत बतल नहीं करनी पड़ेगी।

2. उपरोक्त के संबंध में मुझे यह कहने का निर्देश हुआ है कि अधिसूचना संख्या-एम-599/X-501, दिनांक 25.03.1942 आइटम नम्बर-54 में स्वयं इपूटी की देयता के संबंध में निम्न प्राविधान है:-

Instrument evidencing transfer of property between companies limited by shares as defined in the Indian Companies Act, 1913, in a case:-

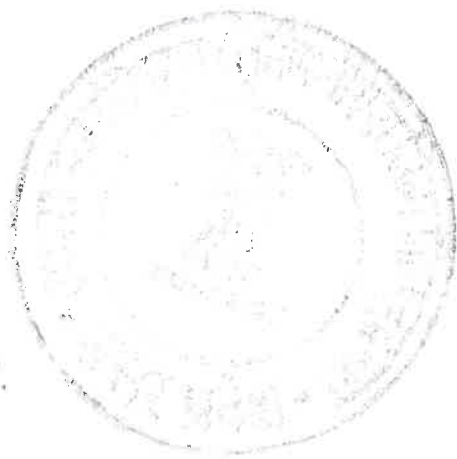
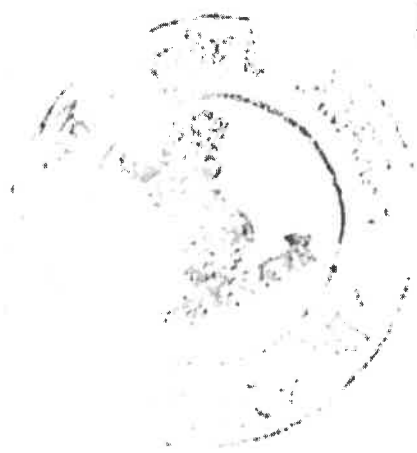
- (i) Where at least 90 percent of the issued share capital of the transferee company is in the beneficial ownership of the transferor company, or



Prepared by

12/10/07

12/10/07



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- (ii) Where the transfer takes place between a parent company and a subsidiary company, one of which is the beneficial owner of not less than 90 percent of the issued share capital of the other; or
- (iii) Where the transfer takes place between two subsidiary companies, of each of which, not less than 90 percent of the share capital is in the beneficial ownership of a common parent company.

Provided that a certificate is obtained by the parties to the instrument from Registrar Joint Stock Companies, Uttar Pradesh. Duly returned.

६. कृपया उपरोक्त प्रावधानों के अनुसार जब प्रत्येक एसोसिएट लिमिटेड में मकदमिनादिदित होने वाले प्रोसेस एक्टिव अनुबन्ध के तिलेखों में याम्ब सुदृढी में मकदमिने अवेरर कार्यवाही करने का कस्ट करे।

मकदमिने

*(Signature)*

( कर्मि एड ए मकदमिने )  
अनु मकदमिने



*(Signature)*  
 Compared by  
 Examiner



Schedule - 'B'

191

Phone No 0512-2350688  
0512-2167253  
Fax No 0512-2390656

GOVERNMENT OF INDIA,  
MINISTRY OF COMPANY AFFAIRS,  
O/o. REGISTRAR OF COMPANIES, UP & UTTARAKHAND,  
10/499B, ALLENGANJ,  
KANPUR- 208001

No.ROC/Misc./ 20-033119/1465

Dated: 29.10.2007.

TO WHOMSOEVER IT MAY CONCERN

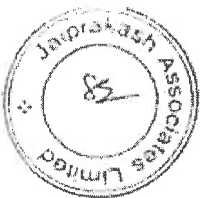
This is to certify that M/s. Jaypee Infratech Limited having its registered office at Sector - 128, Noida - 201304 is a wholly owned subsidiary of M/s. Jaiprakash Associates Limited having its registered office at Sector - 128, Noida 201304 because 100% share capital of M/s. Jaypee Infratech Limited is beneficially held by M/s. Jaiprakash Associates Limited. As per record entire equity capital of M/s. Jaypee Infratech Limited comprising of 50,050,000 equity shares of Rs.10/- each totaling Rs. 50,05,00,000/- is beneficially held by M/s. Jaiprakash Associates Limited.

This certificate is based on affidavit filed by Shri Samir Gaur, Director-in-charge of M/s. Jaypee Infratech Limited and also as per record of this office.

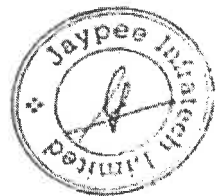
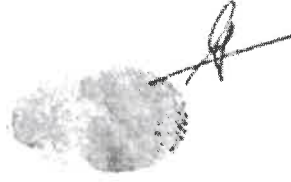
(K.L. KAMBOJ)  
REGISTRAR OF COMPANIES,  
UTTAR PRADESH & UTTARANCHAL,  
KANPUR.

TO,

M/s. Jaypee Infratech Limited  
Sector - 128,  
Noida-201304.



Checked by  
Reader  
Examiner



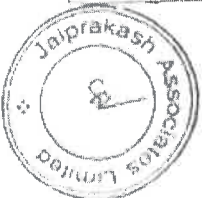




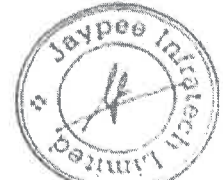
193

Schedule C  
Demised Land

| S.No. | Village   | Sector                     | Land Area<br>(in acres) | Particulars of the Lease<br>Deed  |
|-------|-----------|----------------------------|-------------------------|---|
| 1     | Sultanpur | 128,129 &<br>130,<br>Noida | 21.770                  | Lease Deed dated<br>26.7.2003 registered in<br>Book No. 1, Volume 458,<br>Pages 49/74, Serial<br>Number 10197-10196<br>dated 26.07.2003, at the<br>office of the Sub-<br>Registrar, Tritiya,Noida.  |
| 2     | Asgarpur  | 128,129 &<br>130,<br>Noida | 43.082                  | Lease Deed dated<br>03.07.2003 registered in<br>Book No. 1, Volume 453,<br>Pages 421/450, Serial<br>Number 9728-9729<br>dated 03.07.2003, at the<br>office of the Sub-<br>Registrar, Tritiya,Noida. |
| 3     | Sultanpur | 128,129 &<br>130,<br>Noida | 45.206                  | Lease Deed dated<br>03.07.2003 registered in<br>Book No.1, Volume 453,<br>Pages 391/420 Serial<br>Number 9726-9725<br>dated 03.07.2003, at the<br>office of the Sub-<br>Registrar, Tritiya,Noida    |
| 4     | Sultanpur | 128,129 &<br>130,<br>Noida | 55.765                  | Lease Deed dated<br>7.6.2003 registered in<br>Book No.1, Volume 430,<br>Pages 1069/1098, Serial<br>Number 7473-7472<br>dated 07.06.2003, at the<br>office of the Sub-<br>Registrar, Tritiya,Noida   |
| 5     | Asgarpur  | 128,129 &<br>130,<br>Noida | 57.910                  | Lease Deed dated<br>17.04.2003 registered in<br>Book No.1, Volume 414,<br>Pages 41/70 , Serial<br>Number 5768-5769<br>dated 17.04.2003, at the<br>office of the Sub-<br>Registrar, Tritiya,Noida    |

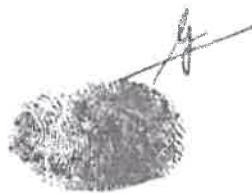
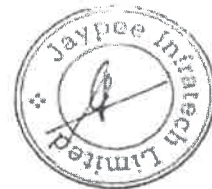


Compared by  
Reader  
Examiner





| S.No. | Village   | Sector               | Land Area (in acres) | Particulars of the Lease Deed   |
|-------|-----------|----------------------|----------------------|---|
| 6     | Sultanpur | 128,129 & 130, Noida | 117.656              | Lease Deed dated 17.4.2003 registered in Book No.I, Volume 414, Pages 1/40, Serial Number 5766-5767 dated 17.04.2003, at the office of the Sub-Registrar, Tritiya, Noida. |
| 7     | Sultanpur | 128,129 & 130, Noida | 136.40               | Lease Deed dated 28.2.2003 registered in Book No.I, Volume 373, Pages 39/72, Serial Number 1656-1657 dated 28.02.2003, at the office of the Sub-Registrar, Tritiya, Noida |
|       | Total     |                      | 477.789              |   |



Ahluwalia Acl

Directed By  
Ahluwalia Acl



(ASTHOK KHERA)  
S/O O.P. KHERA  
125/14 Roadside.



Prepared by  
K. S. S. S.  
K. S. S. S.

आज दिनांक 27/11/2007 को

वही सं 1 जिल्द सं 1145

पृष्ठ सं 177 से 196 पर क्रमांक 3510

रजिस्ट्रीकृत किया गया ।



प्रदीप राणा

उप-निबंधक तृतीय

नौएडा

27/11/2007

Copy Attested

Photo Copy Attested

Sub Registrar  
Noida-III

12/11/2007