



हरियाणा HARYANA

C 249406

LAND LEASE AGREEMENT

This LAND LEASE AGREEMENT, hereinafter referred to as, "Agreement", is entered into on this the 16<sup>th</sup> day of June, 2010 between

1. HARYANA URBAN DEVELOPMENT AUTHORITY (HUDA), a statutory body set up by Government of Haryana under HUDA Act, 1977 and having its principal office at C-3, Sector-6, Panchkula (hereinafter referred to as "LESSOR" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of One Part,

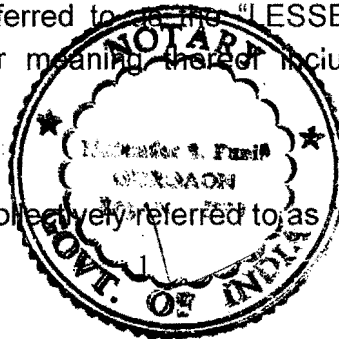
AND

2. Rapid MetroRail Gurgaon Limited (RMGL), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Ambience Corporate Towers, 2<sup>nd</sup> Floor, Ambience Island, National Highway#8, Gurgaon, Haryana, India 122001 (hereinafter referred to as the "LESSEE" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted substitutes) of the Other Part.

HUDA and RMGL, hereinafter collectively referred to as "Parties" and individually as "Party"



*Pritu K*



*[Signature]*  
Estate Officer  
HUDA Gurgaon



हरियाणा HARYANA

C 249407

#### RECITALS

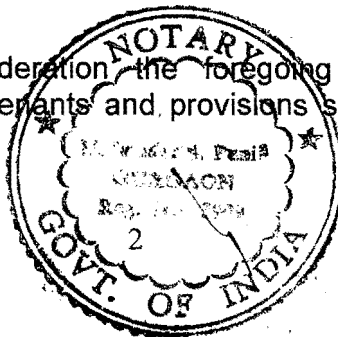
##### Whereas

- A. LESSOR is developing Metro link from Delhi Metro Sikanderpur Station on MG Road to NH-8 on BOOT basis, (hereinafter called the "Project") on the Site defined in Schedule A.
- B. LESSOR has awarded the contract to the Concessionaire for financing, design, construction, procurement, installation and operation of the Metro Link as per the Concession Contract dated 9<sup>th</sup> December 2009 hereinafter known as "Concession Contract".
- C. As per the Concession Contract. LESSOR has to provide land for construction of Metro link as per Scheduled A.
- D. LESSOR is absolute owner of the portion of the land described in Scheduled A and hereinafter referred to as "Site", and has agreed to grant on lease to LESSEE, and LESSEE has agreed to accept the lease of the Site, on and subject to terms and conditions and provisions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and based on the respective representations, warranties, covenants and provisions set forth herein, the Parties hereto agree as follows:



*Pastor Kumar*



*[Signature]*  
Estate Officer  
HUDA Gurgaon

## 1. DEFINITION

In this Agreement (including the recitals hereof and the schedules hereto), the following words and expressions shall have, where the context so permits, the meaning assigned to them respectively below:

**"Metro Rail"** means the rail link between Sikanderpur and NH-8 being developed by RMGL,

**"Concession Contract"** means the agreement dated 9<sup>th</sup> December 2009 signed between HUDA and RMGL for development of Metro Link between Sikanderpur and NH-8 in Gurgaon

**"Environmental law"** means all laws including without limitation, national, state and local statutes, regulations, rules, orders, notices, directives, approvals, permits including any conditions attached to the foregoing and in so far as they have the force of law, guidance and codes of practices and relate to harm or damage or protection of environment

**"Project"** means development, design, financing, construction, operation and management of Metro Link between Sikanderpur and NH-8 in Gurgaon, as described in Schedule A of the Concession Contract.

## 2. GRANT OF LEASE AND POSSESSION

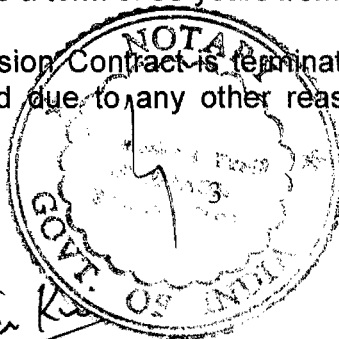
2.1 Subject to the provisions of this Agreement, LESSOR agrees to grant on lease to LESSEE and LESSEE agrees to accept on lease from the LESSOR, free from encumbrances and/or encroachments of the said portion and pieces and parcels of land as described and identified in Schedule A hereto i.e. Site, together with all and singular rights, liberties, privileges, benefits, right of way, passages whatsoever to the Site or part thereof and to hold, possess, use and enjoy site and/or any part thereof, in accordance with provisions of this Agreement within 30 days of this Agreement..

2.2 The Parties would execute this Lease Deed in respect of Site defined in Schedule A, in whole or in parts, on receipt of requirement notice from the Concessionaire and on satisfaction of HUDA, that the said land is required for construction activity of the Project"

## 3. TERM AND TERMINATION

3.1 This Agreement, shall have a term of 99 years from the signing of this Agreement.

3.2 In the event the Concession Contract is terminated by HUDA or any other Government authority or is terminated due to any other reason, this Agreement will also terminate automatically.



  
Estate Officer  
HUDA Gurgaon

#### 4. USE OF SITE

4.1 LESSOR hereby grants permission to LESSEE for carrying out following activities in accordance with the provisions of Concession Contract:

- A. Implementing the Project
- B. Real Estate development
- C. Advertisements at the Site
- D. Any other purpose which is conducive or incidental to the implementation, operation, maintenance and management of the Project, but in accordance with the Concession Contract.

4.2 LESSEE may grant sub-lease or license to service providers for carrying out some of the above activities in accordance with the Concession Contract.

#### 5. LEASE RENT

5.1 In consideration of LESSOR leasing the Site to LESSEE and granting the rights, privileges and benefits set forth in this Agreement, LESSEE shall pay to LESSOR, Land Lease charges as per Article 8.1 of the Concession Contract.

5.2 The Lease rent shall be payable at the end of each financial year, and must be paid within 60 days of end of the financial year.

5.3 The Lease rent shall be paid after deduction of income tax / any other tax applicable.

5.4 If the Lessee fails to pay lease rent as aforesaid, the lessee shall be liable to pay interest thereon at the rate of 2 percent points above SBI Prime Lending Rate from the date lease rent becomes due and payable.

5.5 If the Lessee fails to pay lease rent for more than 90 days, after it has fallen due, it would amount to "Concessionaire Event of Default" and shall be dealt with as per Article 24 of the Concession Contract.

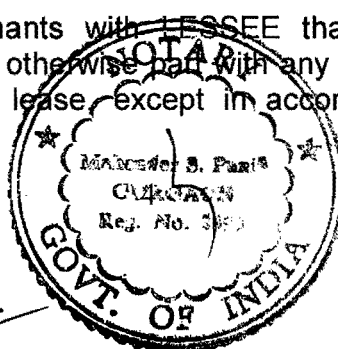
#### 6. LESSOR's OBLIGATIONS

6.1 LESSOR agrees, undertakes and warrants that subject to the terms hereof as also subject to compliance of the conditions of Concession Contract, the LESSEE shall be entitled to possess, use, hold and enjoy the Site and every part thereof during the term of the lease without any interruption by LESSOR

6.2 LESSOR agrees and covenants with LESSEE that LESSOR shall not create any Encumbrances on the Site or otherwise part with any of its rights, title or interest in or to the Site during the term of lease except in accordance with the provisions of the Concession Contract.



*Pratap Kumar*



*[Signature]*  
Estate Officer  
HUDA Gurgaon

## 7. LESSEE's OBLIGATIONS

- 7.1 LESSEE shall use the Site for the purpose agreed in this Agreement, and also in compliance with the provisions of the Concession Contract.
- 7.2 LESSEE shall regularly pay the Lease rent in accordance with this Agreement.
- 7.3 LESSEE shall keep the Site in good condition.

## 8. MISCELLANEOUS

- 8.1 All expenses related to stamp duty and registration of this Agreement shall be borne by the Lessee.

## 9. Indemnification and Liability

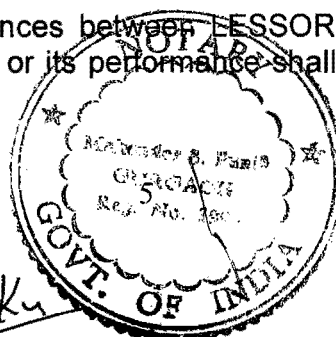
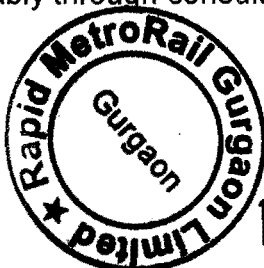
- 9.1 LESSOR shall fully indemnify, defend and hold harmless LESSEE and their directors, employees and agents from and against any liability which may arise out of any breach by LESSOR of any of its obligations, covenants, warranties, agreements set forth in this Agreement.
- 9.2 LESSEE shall fully indemnify, defend and hold harmless LESSOR and their directors, employees and agents from and against any liability which may arise out of any breach by LESSEE of any of its obligations, covenants, warranties, agreements set forth in this Agreement.
- 9.3 In no event shall any Party be liable to the other Party for any special, indirect, incidental or consequential loss or damage, including but not limited to business interruption, loss of business opportunity, loss of use of capital revenue and cost of money, arising at any time from any cause whatsoever in connection with this Agreement.

## 10. Law

The Agreement shall be governed by laws of India and all Parties shall submit themselves to the jurisdiction of the Courts in Gurgaon solely and exclusively and High Court of Punjab and Haryana solely and exclusively .

## 11. Dispute Resolution

Any and all disputes or differences between LESSOR and LESSEE arising out of or in connection with this agreement or its performance shall, so far as it is possible, be settled amicably through consultation.



  
Estate Officer  
HUDA Gurgaon

Failing an amicable resolution as aforesaid, such dispute or difference shall be resolved by arbitration in accordance with the provisions of the Dispute Resolution Mechanism as provided for in the Concession Contract..

## 12. ASSIGNMENTS

Neither Party shall without the written consent of other party, assign their rights and obligations under this Agreement to any holding, subsidiary, affiliate, group company. Any assignment in favour of any person, except as mentioned to herein, would be governed by the provisions of the assignment as detailed in the Concession Contract.

## 13. Amendments

Any amendments to this Agreement shall be in writing and signed by the authorized representatives of the Parties.

14. This Agreement is drawn in two copies with equal strength and status. A counterpart original copy is held by each Party.

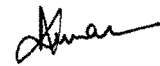
## 15. Coming into force

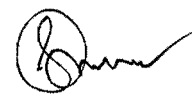
This Agreement shall come into force on signing by all Parties.

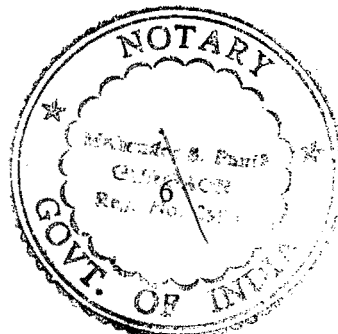
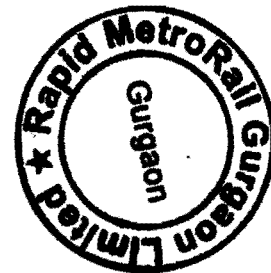
  
Estate Officer  
HUDA Gurgaon  
LESSOR


  
LESSEE

WITNESS

1.   
ANAND KUMAR

2.   
Samreen Taneer  
16.6.2010



ATTESTED  
  
MAHENDER S. PUNIA  
ADVOCATE & NOTARY  
DISTT. GURGAON (Haryana) India

17 JUN 2010

OFFICE OF THE ADMINISTRATOR, HUDA, GURGAON.

To

The Chief Administrator,  
HUDA (Town Planning Wing),  
Panchkula

Memo No STP (H)/ 2010/ 4443

Dated: 16/4/10

Sub: Développement of Metro link from Sikanderpur Station to NH-8 in Gurgaon -  
Concession Agreement.

Ref: 1. Your office memo No.CTP-STP (N)/KM/9560 dated 7.10.09 and CCF letter  
memo No. HUDA-CCF-Acett-II-2010/7110 dated 19.2.2010 (copy enclosed)

Details of the land for the project along with khasra No. were received vide letter under  
reference. The status of the land shown as HUDA in the list has been got verified jointly from  
LAD Gurgaon office and revenue staff of Estate Office Gurgaon. Village -wise status of the  
land is enclosed along with.


774584sq mtr land of Village Sikanderpur, 56882359 mtr. of Village Nathupur and  
3521.139 mtr. of Village Dundahera (details shown in the enclosed lists) are acquired HUDA  
land and is free from litigation. Land can be handed over to the Concessionaire company. For  
the land pockets under litigation, LAD Gurgaon may move the case in the Hon'ble High Court  
for early hearing after verifying the status.

Approval for handing over the above-mentioned land pockets, which are in possession  
of HUDA may kindly be granted, so that land could be handed over to the concessionaire in  
accordance with the provision of concession contract.


Encl: No. 4444-46

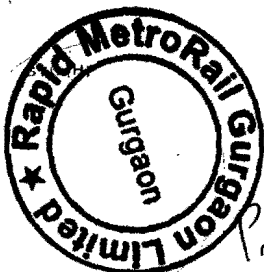
A copy of the above is forwarded to the following for information

- 1) M/s Rapid Metro Rail Gurgaon Limited, 2<sup>nd</sup> Floor, Ambience Corporate Towers,  
Ambience Mall, National Highway No. 8, Gurgaon, Haryana
- 2) DTP Gurgaon for information.
- 3) The Chief Controller of Finance, HUDA, Panchkula

  
Administrator,  
HUDA, Gurgaon

Dated: 16/4/10

  
Administrator  
HUDA, Gurgaon.

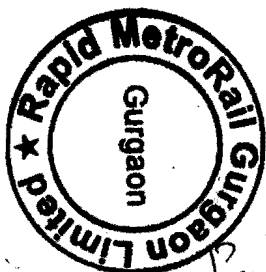


  
Estate Officer  
HUDA Gurgaon

Revenue Estate Sikanderpur

Sr. No.	Khasra No.	HUDA Acquired land	Area (in sq.mtrs)	Khasra No. under litigation
1.	137/2	Yes	106.89	
2.	137	Yes	20.05	
3.	136/3	No	36.65	Account No 10 Not Acquired 6-9-85
4.	115/2	Yes	112.27	
5.	135	Yes	131.36	
6.	133/4	Yes	64.28	Account No 10 6-9-85
7.	124/1	Yes	200.01	
8.	124/2	Yes	29.44	
9.	352	Yes	151.56	
10.	77/2	Yes	192.34	
11.	84	Yes	303.50	
12.	82	Yes	349.84	
13.	315	Yes	189.17	
14.	161/2/2	No	668.19	Not Acquired
15.	162	No	219.72	
16.	162	No	210.91	
17.	315	Yes	1031.46	
18.	123	Yes	847.82	
19.	124/2	Yes	934.20	
20.	77/1	Yes	107.77	
21.	77/1	Yes	310.65	
22.	76	DLF Land (No)	519.43	76/90 0-11-9 37 25-1-07
24.	122	Yes	133.57	
25.	133/1	Yes	453.53	
26.	133/1	Yes	370.84	
27.	133/2	Yes	69.53	
28.	133/2	Yes	6.10	
29.	124/1	Yes	1629.66	

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Estate Officer  
HUDA Gurgaon



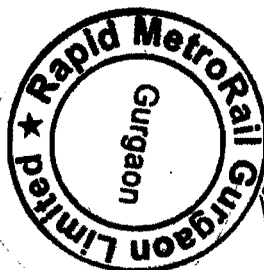
Revenue Estate Nathupur

No.	Khasra No.	HUDA Acquired land	Area (in sq.mtrs)	Khasra No. under litigation
1.	306	Yes	108.84	
2.	307	Yes	54.01	
3.	306	Yes	382.35	
4.	163	Yes	194.62	
5.	164	Yes	17.89	
6.	164	Yes	84.87	
7.	161	Yes	11.39	
8.	165	Yes	271.54	
9.	159/2/2	Yes	127.85	Acquired land
10.	158	Yes	47.90	Acquired land
11.	157/2	Yes	200.18	Acquired land
12.	156/2	Yes	113.18	
13.	156/3	Yes	32.76	
14.	156/3	Yes	38.15	
15.	155	Yes	271.78	
16.	40	No	182.60	Not Acquired
17.	35	DLF Land	230.55	
18.	36	DLF Land	58.35	
19.	36	DLF Land	170.58	
20.	424	DLF Land	96.56	
21.	425	DLF Land	88.29	
22.	426	DLF Land	174.37	
23.	429	Yes	21.44	Under litigation
24.	430	Yes	114.71	Under litigation
25.	405	Yes	164.10	Under litigation
26.	404	Yes	119.54	Under litigation
27.	393	Yes	274.17	Under litigation
28.	392	Yes	39.41	Under litigation
29.	120	No	191.44	Not Acquired
30.	119	No	326.65	Not Acquired
31.	122	No	15.65	Not Acquired
32.	118	No	132.77	Not Acquired
33.	117	No	132.01	Not Acquired
34.	97	No	28.31	Not Acquired
35.	96	Yes	10.96	
36.	94	Yes	290.81	
37.	93	Yes	69.24	
38.	151	Yes	252.96	
39.	151	Yes	19.55	
40.				
41.	158	Yes	48.66	
42.	165	Yes	270.80	
43.	405	Yes	261.20	Under litigation
44.	404	Yes	5877.85	Under litigation

Acquired land  
Gurgaon

335/09  
254/08  
492/09-2309/

335/09  
254/08  
492/08-2309/09



*P. T. K.*

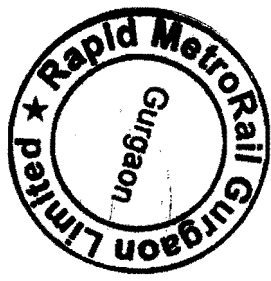
Estate Officer  
HUDA Gurgaon

SCHEDULE A

45	392	Yes	1129.69	Under litigation	14335/07
46				Under litigation	4254/08
47	393	Yes	4442.50	Under litigation	18492/08
48	445	No	168.82	Not A-2	
49	446	No	384.52	Not	
50	463	No	164.99	Not	
51	464	No	149.47	Not	
52	465	No	535.34	Not	
53	466	No	246.80	Not	
54	36	DLF Land	2247.12		
55	96	No	168.44	Not	
56	97	Yes	63.17		
57	161/2/1	Yes	68.30	Agreement	
58	170	Yes	735.08	Agreement	
59	164	Yes	2017.44	Agreement	
60	66/1/1	Yes	152.30	Agreement	
61	66/1	Yes	111.34	Agreement	

*Handwritten signature and initials*

*Signature*  
Estate Officer  
HUDA Gurgaon



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Revenue Estate Dundhera

Sr. No.	Khasra No.	HUDA Acquired land	Area (in sq.mtrs)	Khasra No. under litigation
1.	72/10	No	154.91	Not available part of village Dundhera
2.	72/1	No	130.37	
3.	72/2/1	No	54.13	
4.	70/22/1/2	Yes	17.81	Green Belt Acquired
5.	70/22/2/2	Yes	179.21	
6.	70/23/2	Yes	9.88	
7.	70/18/1	Yes	145.92	
8.	70/18/2	Yes	52.95	
9.	70/13	Yes	43.96	
10.	70/14/2/1	Yes	141.35	
11.	70/14/1	Yes	12.74	
12.	70/7	Yes	13.51	
13.	70/5	Yes	113.81	
14.	71/1	Yes	25.59	Under litigation 1937/07
15.	59/21	Yes	196.48	Under litigation 3004/08
16.	59/20	Yes	39.58	Under litigation 2948/07
17.	59/19	Yes	132.66	Under litigation
18.	59/12	Yes	104.66	Under litigation
19.	59/13	Yes	91.11	Under litigation
20.	59/8	Yes	169.42	Under litigation
21.	59/7	Yes	26.48	
22.	70/15/2	No	299.05	Not Acquired alt A
23.	70/14/2	No	86.28	
24.	70/7	Yes	283.12	
25.	70/7	Yes	250.10	
26.	70/6	Yes	221.69	
27.	70/6	Yes	1321.57	
28.	70/6	Yes	147.41	
29.	70/5	Yes	183.65	
30.	70/5	Yes	181.54	
31.	71/10	Yes	174.40	
32.				

*Handwritten signature and initials*



*Handwritten signature: P.K.K.*

Estate Officer  
HUDA Gurgaon