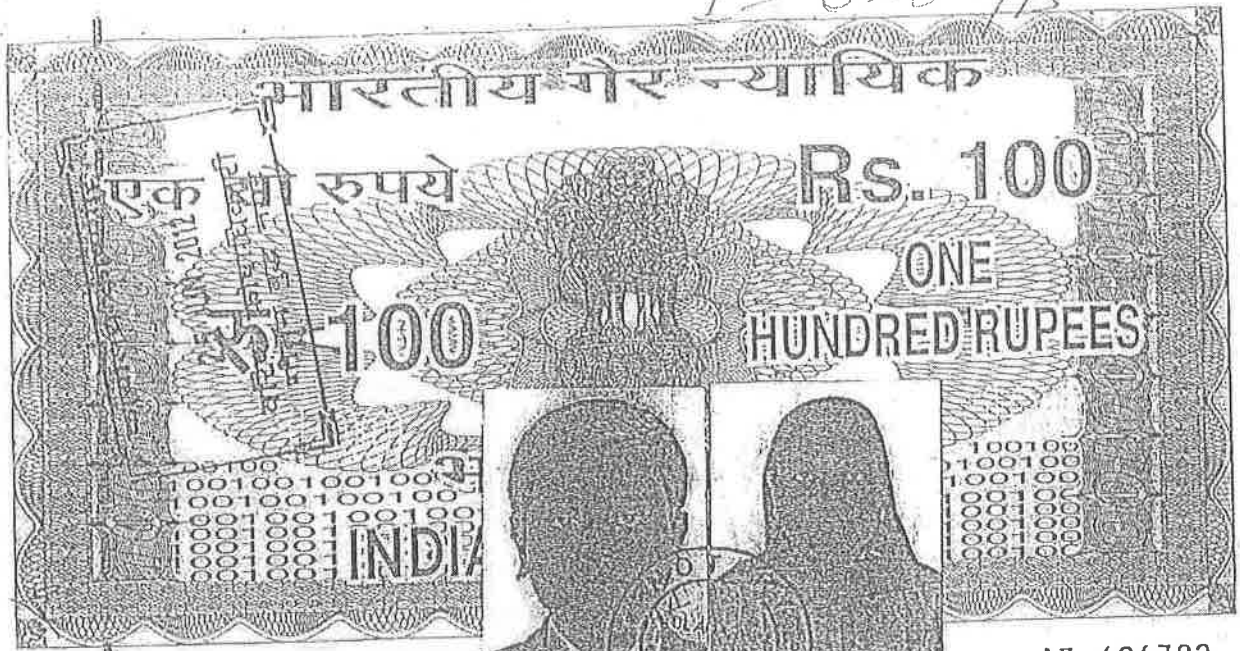


No mention about provision of Electricity & Water

P 6232/13



उत्तर प्रदेश UTTAR PRADESH

AZ 626792

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

DEED OF ASSIGNMENT OF LEASE



This Deed of assignment of Lease is made on this 29th day of November 2012 by and between:-



JAYPEE INFRATECH LIMITED (JIL), 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 - 201 304, Uttar Pradesh (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 HEALTHCARE LIMITED (JHCL), a company incorporated under the Companies Act, 1956 (bearing Company Identification Number U85191UP2012PLC053358 dated 30.10.2012) and having its registered office at Sector 128, Noida - 201 304, Uttar Pradesh (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 7th, 2003 (the "Concession Agreement") entered into between Yamuna Expressway Industrial Development Authority (Formerly Taj Expressway Industrial Development Authority), a statutory body constituted under the U.P. Industrial Development Act, 1976 and having its principle office at A-1, First Floor, Commercial Complex, F-Block, Sector Beta-2, Greater Noida, District Gautam Budh Nagar - 201 308, Uttar Pradesh, India (hereinafter referred to as "YEIDA") and Jaiprakash Industries Limited, YEIDA granted concession to Jaiprakash Industries Limited to develop, design, engineer, finance, procure, construct, manage, operate and maintain the Yamuna Expressway (Formerly 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 "Yamuna Expressway Project") on build, own, operate and transfer basis;
- B. By a Scheme of Amalgamation approved by the Honourable High Court at 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 (JAL) 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. That as per directions given by **YEIDA** vide their letter dated 6th November, 2006 and 15th February, 2007, **JAL** was required to implement the above mentioned project through a Special Purpose Vehicle (SPV);
- E. That as per said directions of **YEIDA**, **JAL** incorporated a SPV by the name of **Assignor** and assigned and transferred the project to **Assignor** vide agreements dated 19th October 2007 and 22nd October 2007;
- F. That as a result of the said assignment and transfer, the rights and obligations under the Concession Agreement have been vested in **Assignor**;
- G. In terms of the Concession Agreement and in part discharge of its obligations under the Concession Agreement for provision of Land, **YEIDA** inter alia transferred to the **Assignor** on lease, Land admeasuring 18 acres of land situated at Shahpur Banger village Distt. Gautam Budh Nagar (the "**Demised Land**") by registered lease deeds (the "**Lease Deeds**"); more particularly described in Schedule -A hereto and delivered possession of the **Demised Land** to the **Assignor**;
- H. The **Assignor** is currently developing through its developer **JAL** a State of the art Super Specialty Hospital / Medical Center on the **Demised land** (the **Project**);
- I. By a Project Transfer Agreement dated 21st November 2012 entered into between **Assignor & Assignee**, **Assignor** has transferred all the assets, rights and privileges and all the liabilities, obligations and duties relating to the said **Project** to the **Assignee** and **Assignee** has agreed to accept and assume such transfer;



- J. 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 has agreed to accept such transfer and assignment of the **Demised Land**, subject to the terms and conditions set forth hereinafter.

NOW, THEREFORE, THIS DEED WITNESSES AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Assignment and Transfer**

In pursuance of the said agreement, Assignor does hereby assign unto the Assignee for the residue of the term of the said Lease Deeds, all that piece and parcel of the **Demised Land** on as is where is basis, TOGETHER WITH the building and structures thereon AND TOGETHER WITH all rights and liberties, privileges, easements and appurtenances whatsoever to the said **Demised Land** or any part thereof belonging or in anyway appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND all the estate, right, title, interest, property, claim and demand whatsoever of the Assignor in and to the said **Demised Land** or any part thereof, TO HOLD the said **Demised Land** and other premises hereby assigned unto the Assignee absolutely and forever subject to the payment of ground rent of Rs.100/- per hectare per year reserved by the said Lease Deeds and to the performance and observance of the covenants and stipulations therein contained and on the part of the Lessee to be observed and performed and which henceforth on the part of the Assignee ought to be observed and performed.

2. **Assignor's Covenants**

The Assignor does hereby agree and covenant with the Assignee as follows:



- 2.1 The said **Lease Deeds** and lease of the said **Demised Land** are in full force and effect;
- 2.2 That all the rents reserved and the covenants by the **Assignor** and the conditions contained in the said **Lease Deeds** have been paid, observed and performed up to the date of these presents;
- 2.3 That the **Assignor** now has in itself good right and authority to assign the said **Demised Land** unto the **Assignee** for the term and in the manner aforesaid;
- 2.4 Subject to the **Assignee** duly observing, performing and fulfilling its obligations and covenants under the **Lease Deeds**, it shall be lawful for the **Assignee** from time to time and at all times hereafter during the residue of the term of the said **Lease Deeds** to peacefully and quietly hold, possess and enjoy the **Demised Land** hereby assigned or expressed so to do, with the appurtenances on and subject to the said lease and receive rents, and profits thereof for its own use and benefit without any eviction, interruption, claim or demand whatsoever from or by the **Assignor** or from or by any other person or persons lawfully or equitably claiming by, from, under or in trust for them.
- 2.5 The **Assignor** warrants that **Demised Land** is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, charges, pledges, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations. The **Assignor** further warrants that if any compensation or increased amount of compensation under the provision of the Land Acquisition Act by any court of law or settlement and any other dues



remains outstanding and payable in respect of the **Demised Land** the same shall be settled by the **Assignor** and paid by the **Assignee** without any way affecting the **Assignee's** enjoyment of the **Demised Land**.

2.6 The **Assignee** shall have right to mortgage, pledge or hypothecate the **Demised Land** and the assets created thereon to the financial institution and other lenders for financial assistance as per provisions of the **Lease Deeds**.

2.7 That the **Assignor** and all persons having or lawfully claiming by, from, 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 be 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 Deeds** and perform all the covenants by the Lessee and the conditions contained in the said **Lease Deeds** 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.



कार्यालय सहायक आयुक्त स्टाम्प द्वितीय, गौतमबुद्ध नगर।

पत्रांक

47 /स0आ0स्टा0-2/2013

दिनांक :- 15.03.2013

विषय :- भारतीय स्टाम्प अधिनियम 1899 की धारा 31 के अन्तर्गत जे0पी0 इन्फोटेक लि0 द्वारा प्रस्तुत प्रार्थना पत्र के सम्बन्ध में।

निर्णय

जे0पी0 इन्फोटेक लि0 द्वारा भारतीय स्टाम्प अधिनियम 1899 की धारा 31 के अन्तर्गत प्रार्थना-पत्र प्रस्तुत कर जानकारी चाही गई कि 100 प्रतिशत सन्निडियरी कम्पनी के पक्ष में अन्तरण विलेख के निष्पादन किये जाने पर स्टाम्प शुल्क की देयता क्या है। प्रार्थना-पत्र के साथ उनके द्वारा प्रस्तावित डीड आफ एसाइन्मेन्ट आफ लीज की प्रति भी प्रस्तुत की गई है। मैने प्रस्तावित डीड का सम्यक् अनुशीलन किया। डीड में ग्राम शाहपुर बांगर की 18 एकड़ भूमि जे0पी0 इन्फोटेक लि0 कम्पनी द्वारा अपनी 100 प्रतिशत सन्निडियरी कम्पनी जे0पी0 हेल्थकेयर लिमिटेड के पक्ष में किया गया है।

राज्य सरकार द्वारा धारा 9(1) के खण्ड (क) के अधीन अधिसूचना संख्या एम0-599/दस-501 दिनांक 25 मार्च 1942 में प्राविधान है -

33-इन्डियन कम्पनीज अधिनियम 1913 में यथा परिभाषित शेयरों से सीमित कम्पनियों के बीच सम्पत्ति का अन्तरण प्रमाणित करने वाले विलेख पर जब-

(1) लेने वाली कम्पनी की विकीत शेयर शेयर पूंजी का न्यूनतम 90 प्रतिशत अन्तरणकर्ता कम्पनी के हितकारी स्वागित्व में हो, या

(2) अन्तरण जो किसी मूल कम्पनी और उसकी सहायक कम्पनी, जिनमें से एक दूसरे की विकीत शेयर पूंजी के न्यूनतम 90 प्रतिशत का हितकारी स्वागित्व हो, के बीच हो, या

(3) अन्तरण दो सहायक कम्पनियों के बीच हो जिनमें से प्रत्येक की विकीत शेयर पूंजी का न्यूनतम 90 प्रतिशत उन्मूलित मूल कम्पनी के हितकारी स्वागित्व में हो-शुल्क माफ।

प्रतिबन्ध यह है कि विलेख के पक्षकारों द्वारा रजिस्ट्रार ज्वाइन्ट स्टॉक कम्पनीज उत्तर प्रदेश से प्रमाण पत्र प्राप्त कर लिया गया हो।

इस सम्बन्ध में रजिस्ट्रार आफ कम्पनीज उत्तर प्रदेश एवं उत्तराखण्ड कानपुर द्वारा अपने पत्र संख्या आर0ओ0सी0/मिस0/3662 दिनांक 17.01.2013 के द्वारा यह प्रमाण पत्र दिया गया है कि मै0 जे0पी0 हेल्थकेयर लिमिटेड कम्पनी मै0 जे0पी0 इन्फोटेक लि0 कम्पनी की 100 प्रतिशत सन्निडियरी कम्पनी है।

उत्तर प्रदेश सरकार की अधिसूचना सं0 एम0-599/दस-501 दिनांक 25 मार्च, 1942 में उत्तर प्रदेश शासन कर एवं निबन्धन अनुभाग-5 की अधिसूचना सं0 क0नि0-5-4720/ ग्यारह-2009-500(129)-2008 लखनऊ दिनांक 10 सितम्बर, 2009 के द्वारा संशोधन करते हुए प्राविधानित किया गया है कि उक्त अधिसूचना 1942 में कम्पनी एक्ट 1913 के स्थान पर कम्पनी एक्ट 1956 पढ़ा जाय।

निष्कर्षतः जे0पी0 इन्फोटेक लि0 कम्पनी द्वारा अपनी 100 प्रतिशत सन्निडियरी कम्पनी के पक्ष में शूमि के अन्तरण पर देय स्टाम्प शुल्क उत्तर प्रदेश सरकार की अधिसूचना संख्या एम0-599/दस-501 दिनांक 25 मार्च, 1942 में दिये गये प्राविधानों के अन्तर्गत माफ है। अतः प्रश्नगत विलेख पर स्टाम्प शुल्क माफ है।

(एस0एन0 राय)

सहायक आयुक्त स्टाम्प द्वितीय,
गौतमबुद्ध नगर।

संलग्नक-

- 1- प्रस्तावित विलेख की प्रति।
- 2- अधिसूचना 1942 एवं 2009 की प्रति।
- 3- रजिस्ट्रार आफ कम्पनीज का प्रमाण पत्र।

संख्या तदैव

प्रतिलिपि :-

1. उप निबन्धक सदर, गौतमबुद्ध नगर को आवश्यक कार्यवाही हेतु।
2. जे0पी0 इन्फोटेक लि0।

सहायक आयुक्त स्टाम्प द्वितीय,
गौतमबुद्ध नगर।



Phone No.0512-2550688
No.0512-2540383
Fax No.0512-2540423

GOVERNMENT OF INDIA,
MINISTRY OF CORPORATE AFFAIRS,
O/o REGISTRAR OF COMPANIES, UP & UTTARAKHAND,
10/499-B, Allenganj,
KANPUR- 208002

No.ROC/Misc./2662

Dated: 17.1.2013

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s Jaypee Healthcare Limited having its Registered Office at Sector 128, Noida 201 304 is a wholly owned subsidiary of M/s Jaypee Infratech Limited having its Registered Office at Sector 128, Noida 201 304 as 100% share capital of Jaypee Healthcare Limited is beneficially held by M/s Jaypee Infratech Limited. As per records, entire equity capital of Jaypee Healthcare Limited comprising of 50,000 equity shares of Rs.10/- each aggregating Rs.5,00,000/- is beneficially held by Jaypee Infratech Limited.

This certificate is issued based on affidavits filed by Shri Sachin Gaur, Director of M/s Jaypee Infratech Limited and M/s Jaypee Healthcare Limited and certificate dated 14.01.2013 from Ms. Deepti Srivastava, Practicing Company Secretary and also records available in this Office.

Your attention is also invited that e-governance project namely MCA 21 has been implemented in the year 2006 and the required information / documents can be accessed from Ministry's website www.mca.gov.in.

(S.P.KUMAR)
REGISTRAR OF COMPANIES
UTTAR PRADESH & UTTARAKHAND
KANPUR

TO:
✓ M/s Jaypee Healthcare Limited
Sector 128
NOIDA 201 304 (U.P.)

15. UTTAR PRADESH

Finance Dept. Notification No. M. 599/X-501, dated 25th March, 1942.—In exercise of the powers conferred by clause (a) of section 9 of Indian Stamp Act, 1899 (II of 1899), and in supersession of all previous notifications issued from time to time under the said clause of the said section in so far as they apply to the State and relate to instruments other than bills of exchange, promissory notes, bills of lading, letters of credit, policies of insurance, proxies and receipts, the Governor is pleased to reduce, to the extent set forth in each case, the duties chargeable in Uttar Pradesh under the said Act in respect of instruments hereinafter described under Nos. 5, 29, 38, 41, 48, 55, 56, 66, 68 and 84 and to remit the duties so chargeable in respect of instruments of other classes hereinafter described:

A.—Land Revenue—General

1. Instruments executed in the name of the Government or of a settlement made directly on behalf of the Crown with the existing occupant of land, whether a zamindar or a taluqdar and whether self-cultivating or not:

Provided that no fine or premium is paid in consideration of the lease.

2. Instruments executed for the purpose of securing the repayment of a loan made, or to be made, under the Land Improvement Loans Act, 1883 (XIX of 1883), or the Agriculturists' Loans Act, 1884 (XII of 1884), including an instrument whereby a landowner binds himself to consent to the transfer, in the event of default in such repayment, of any land, or interest in land on the security of which any such loan is made to his tenant.

3. Agreements of the kinds described in section 98(a) of the U.P. Tenancy Act, 1939 (XVII of 1939), with respect to the enhancement of the rent of a tenant.

4. *[Deleted]*

5. Mortgage deed executed afresh in lieu of a previous mortgage deed for the purpose of giving effect to the provisions of section 9, sub-section (2) or section 17 of the Bundelkhand Alienation of Land Act, 1903 (U.P. Act II of 1903). So much of the duty remitted as is not in excess of the duty already paid in respect of the previous mortgage deed.

B.—Opium, Excise and Hemp Drugs

6. Bond when executed by the surety of middleman (*lambardar or khattadar*) taking an advance for the cultivation of poppy for the Central Government.

7. Agreement or memorandum of agreement made by a riyat or by a middleman (*lambardar or khattadar*) for the cultivation of poppy for the Central Government.

8. Power of attorney executed in favour of a *lambardar or khattadar* by an opium cultivator, who does not attend personally to receive and advance or to enter into a contract for the cultivation of poppy for the Central Government.

9. Instrument of the nature of a mortgage deed when executed by the surety of a middleman (*lambardar or khattadar*) taking an advance for the cultivation of poppy for the Central Government.

C.—Forest Department

10. Agreement or security bond required to be executed under the rules to regulate the training and appointments in the Provincial Subordinate Forest Service by a student and his surety previous to his entry into a Forest School or College in the State.

11. Instruments in the nature of a conveyance on behalf of the Crown of standing trees or any other forest produce in a Government forest; and also the following instruments:

- (i) Contract for collection of minor produce, barks, etc.
- (ii) Contract for felling and removing trees.
- (iii) Contract for the purchase of timber or firewood to be felled or cut departmentally.
- (iv) Contract of the usufruct of trees and topes.
- (v) Contract for the felling or cutting and purchase of timber or firewood.
- (vi) Agreement for felling and conversion of timber.

[Note: This remission has been amended by a later notification (Serial No. 167) whereby the above remissions will apply to those instruments in which the value set forth does not exceed Rs. 5,000].

exercise of the power in supersession of all other provisions in so far as they relate to the reduction, to the extent in respect of income tax to remit the duties so

behalf of the Crown cultivating or not:

or to be made, under the Land Revenue Act, 1884 (XII of 1884) or any such law in force in the Province (XVII of 1939).

use of giving effect to the provisions of the Land Revenue Act, 1884 (XII of 1884) or any such law in force in the Province (XVII of 1939).

ing an advance for

ambardar or khat

ultivator, who does not cultivate opium for the

middleman (intermediary).

the training and appointment of his staff.

or any other

tally.

re by the above provisions of the Land Revenue Act, 1884 (XII of 1884) or any such law in force in the Province (XVII of 1939).

D.—Scholarship, Stipends, etc.

12. Agreement, bond or security bond required to be executed by or on behalf of the holder of a scholarship or stipend awarded by the Government.
13. Security bond executed in favour of the Crown by a Military Medical student of the Assistant Surgeon Branch of the Indian Medical Department or from the surety of any such student.
14. Bonds executed by students of the Aligarh Muslim University and its allied institutions in favour of the Duty Society of the said University.

F.—Posts and Telegraphs Department

15. Letter which a person depositing money in a Post Office Savings Bank, as security, to the Government or a local authority for the due execution of an office or for the fulfilment of a contract or for any other purpose is required to address to the Postmaster in charge of the Post Office Savings Bank, agreeing to special conditions with respect to the application and withdrawal of the money deposited and the payment of interest accruing thereon.

G.—Railway and Inland Steamer Companies

16. Agreement made with a Railway Company or Administration or an Inland Steamer Company for the conveyance of goods.
17. Agreement or indemnity bond given to a Railway Authority or an Inland Steamer Company by a passenger permitted to travel without payment of fare, indemnifying such authority or company from any claim for damages in case of accident or injury.
18. Agreement or indemnity bond given to a Railway Authority or an Inland Steamer Company by a consignee (when the railway receipt or bill of lading is not produced) in respect of the delivery of articles carried at half parcel rates, or at goods rates, namely, fresh fish, fruits, vegetables, bazar baskets, bread, meat, ice and other perishable articles.
19. Agreement made with the Railway Company or Administration which purports to limit the responsibility of the Company or Administration as declared by the Indian Railways Act, 1890 (IX of 1890), section 72, sub-section (1), and is in a form approved by the Federal Railway Authority or the Central Government under sub-section (2) of that section.

H.—Government Officers and Contractors

20. Agreement paper passed by a contractor of the Royal Indian Army Service Corps where his security deposit is transferred to a Post Office Savings Bank.
21. Instrument in the nature of a memorandum or agreement furnished to, or made or entered into with, an officer of the Royal Indian Army Service Corps by a contractor.
22. Agreement or declaration by which a tender made to an officer of the Royal Indian Army Service Corps is accepted as a contract where the deposit of the contractor as security for his contract is made in Government of India promissory notes or in cash.
23. Instrument in the nature of a memorandum, agreement or security bond furnished to or made, or entered into by a contractor for the execution of any work entrusted to him by, or for the due performance of any contract with:
 - (a) the Indian Army Ordnance Corps; or
 - (b) the Ordnance and Clothing Factories, or
 - (c) the Military Farms Department, or
 - (d) the Opium Department, or
 - (e) the Forest Department, or
 - (f) the State Railway Department, or
 - (g) the Public Works Department, or any other administrative department empowered to execute public works, or
 - (h) the Public Health Department, or
 - (i) the Industries Department in respect of contracts for the supply of stores for the public service.

24. Agreement executed on the U.P. Public Works Department Manual Form No. 36 (agreement by zamindars allowed to build wells, etc., on Government land) or on the Manual Form No. 37 (agreement for the erection of buildings, etc., on Government land).

25. Instruments furnished to, or made or entered into with, any of the departments, corps and factories mentioned in item 23 by a contractor under which the due performance of any contract is secured by the

deposit of money or of Government or other securities and an instrument under which materials belonging to a contractor are mortgaged as security for an advance made to him by any such department, corps or factory.

26. Mortgage deed executed by a person in the Civil or Military service of the Crown for securing the repayment of an advance received by him from the Government for the purpose of constructing, purchasing or repairing a dwelling house for his own use.

27. Instrument of reconveyance of mortgaged property executed on behalf of the Crown in favour of any person who is or has been in the Civil or Military service of the Crown on the repayment of an advance received by him from the Government for the purpose of constructing, purchasing or repairing a dwelling house for his own use.

28. Instrument of reconveyance executed on behalf of the Crown in respect of property mortgaged by a person in the service of the Crown or his surety as security for the due execution of an office or the due accounting for money or other property received by virtue thereof.

29. Agreement which has been or may be entered into in compliance with the rules prescribed in Appendix XXII-A of Regulations for the Army in India for regulating the deposits of regimental funds with private banks or firms or such other rules for that purpose as may hereafter be in force—Duty reduced to the amount payable in respect of a bond for like amount or value, or to Rs. 5 whichever shall be less.

30. Mortgage deed or agreement executed by a person in the service of the Crown for securing the repayment of an advance received by him from the Government for the purpose of purchasing a motorcar, a motor boat, a motor cycle, a horse, a cycle or a typewriter.

31. Agreement executed by a person in the service of the Crown relating to the repayment of an advance received by him from the Government for defraying the cost of passage for himself or his family or both.

32. Authority in writing executed under rule 1, Order 28 of the Code of Civil Procedure, 1908 (V of 1908); by an officer or soldier actually serving the Crown in a military capacity authorising any person to sue or defend in his stead in a Civil Court.

I—Other Documents

33. Letter of authority or power of attorney executed for the sole purpose of authorising one or more of the joint holders of a Government security to give on behalf of the other or others of them, or any one or more of them, a discharge for interest payable on such security or on any renewed security issued in lieu thereof.

34. Sanad or Jagir or other instrument conveying land granted to an individual by the Crown otherwise than for a pecuniary consideration.

35. Instrument of exchange executed by a private person where land is given by him for public purposes in exchange for other land granted to him by the Government.

36. Transfer by endorsement of a mortgage of rates and taxes authorised by any Act for the time being in force in the State.

37. Affidavit or declaration in writing when made, as condition of enrolment, in the Police Department, under paragraph 394 of the U.P. Police Regulations.

38. Agreement executed for service or for performance of work in any estate not less than ten acres in extent, whether held by one person, or by more persons than one as co-owners, and whether in one or more blocks, and situated in the State, which is being prepared for the production of, or actually produces tea, coffee, rubber, pepper, cardamom or cinchona where the advance given under agreement does not exceed fifty rupees.—Duty reduced to ten paise.

39. Instrument of transfer of shares registered in a branch registered in the United Kingdom under the provisions of section 41 of the Indian Companies Act, 1913 (VII of 1913), which has paid the stamp duty leviable thereon in accordance with the law for the time being in force in the United Kingdom.

40. Authority in writing (general or special) authorising an agent to appear and plead under section 41 of the U.P. Village Panchayat Act, 1920 (VI of 1920).

41. Attested instrument evidencing an agreement relating to the hypothecation of movable property where such hypothecation has been made by way of security for the repayment of money advanced or to be advanced by way of loan or of an existing or future debt.—Duty reduced to the amount chargeable on a bill of exchange under Article 13(b) of Schedule I of the Stamp Act, 1899, for the amount secured, if such loan or debt is repayable on demand or more than three months from the date of the instrument; and to half that amount, if such loan or debt is repayable not more than three months from the date of the instrument. [This requires revision in the light of amendment of Article 13].

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42. [Deleted.]

43. Unattested instrument evidencing an agreement relating to the hypothecation of movable property, where such hypothecation has been made by way of security for the repayment of money advanced or to be advanced by way of loan or of an existing or future debt.

44. Instrument of transfer of Government stock registered in the book debt account.

45. Instrument of release referred to in section 48 of the Indian Merchant Shipping Act, 1923 (XXI of 1923).

46. Award of arbitrators in any dispute in which a co-operative society in the State is a party.

47. Agreement between an employer and a workman employed by or under him regarding the payment of compensation under the Workmen's Compensation Act, 1923 (VIII of 1923).

48. Mortgage-deed being a collateral or auxiliary or additional security or being by way of further assurance where the principal or primary security is duly stamped, in any case in which the sum secured is in excess of Rs. 20,000—Duty reduced to the amount of duty which would be chargeable under Article 40(c) of the first schedule to the Stamp Act, 1899, if the sum secured were Rs. 20,000.

49. Instrument cancelling a will.

50. Indemnity bond executed in pursuance of paragraph 8 of Royal Air Force Instruction (India) No. 33 of 1935 by a non-comited person undertaking passenger flights in accordance with clause (iii) of paragraph 7 thereof.

51. Agreement or memorandum of agreement relating to the hire of a bicycle for a period of less than a week.

52. Certificates of shares of the Reserve Bank of India, Nos. B-1 to B-27942, C-1 to C-23890, D-1 to D-23000, M-1 to M-14000, and R-1 to R-3157, dated the 26th March, 1935.

53. Transfer to Government of shares of the Reserve Bank of India, under clause (11) of section 4 of the Reserve Bank of India Act, 1934 (II of 1934).

54. 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 per cent. of the issued share capital of the transferee company is in the beneficial ownership of the transferor company, or

(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 per cent. 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 per cent. 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 the Registrar, Joint Stock Companies, United Provinces.

55. (Has become obsolete.)

56. Counterpart agreements of excise licences in forms CL-1, L.D.-3 and P.D.-2 of the Excise Manual—Duty reduced to seventy-five paise.

57. Instrument of obligation executed by the accused person, or his sureties in Forms B or C of the United Provinces First Offender's Probation Rules, 1939.

58. Agreement or memorandum of agreement made in the form of tenders to the Provincial Government for or relating to any loan.

59. The duty chargeable under Article 24 of Schedule I of the Indian Stamp Act, on copies of departmental orders against which servants of the Crown are in accordance with the provisions of any rule made in this behalf entitled to appeal.

60. Security Bonds executed by extra karkamins employed for collection of canal and takavi dues.

61. Awards executed prior to 1st January, 1942, by sianas in the pargana of Jaunsar-Bawar, district Dehra Dun.

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UTTAR PRADESH SHASAN
KAR EVAM NIBANDHAN ANUBHAG -5

The Governor is pleased to order the publication of the following English translation of the Government notification no.K.N-5¹⁷²/XI-2009-500(129)/2008 dated September, 10 2009 for general information;

Notification

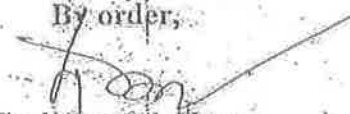
No.K.N-5-172/XI-2009-500(129)-2008
Lubnow: Dated September, 10 2009

In exercise of the powers under clause (a) of sub section (1) of section 9 of the Indian Stamp Act, 1899 (Act no. 2 of 1899) as amended from time to time in its application to Uttar Pradesh, read with section 20 of the General Clauses Act, 1897 (Act no. 10 of 1897) the Governor is pleased to make, with effect from the date of publication of this notifications in the Gazette, the following amendment in Government notification no. M.599/X-501 dated 25 March, 1942 :-

AMENDMENT

In the aforesaid notification, in item 54 appearing under the heading "L. Other Departments" for the words and figures "Indian Companies Act, 1913" the words and figures "Companies Act, 1956" shall be substituted,

By order,


Desh Deepak Verma,
Pramukh Sachiv

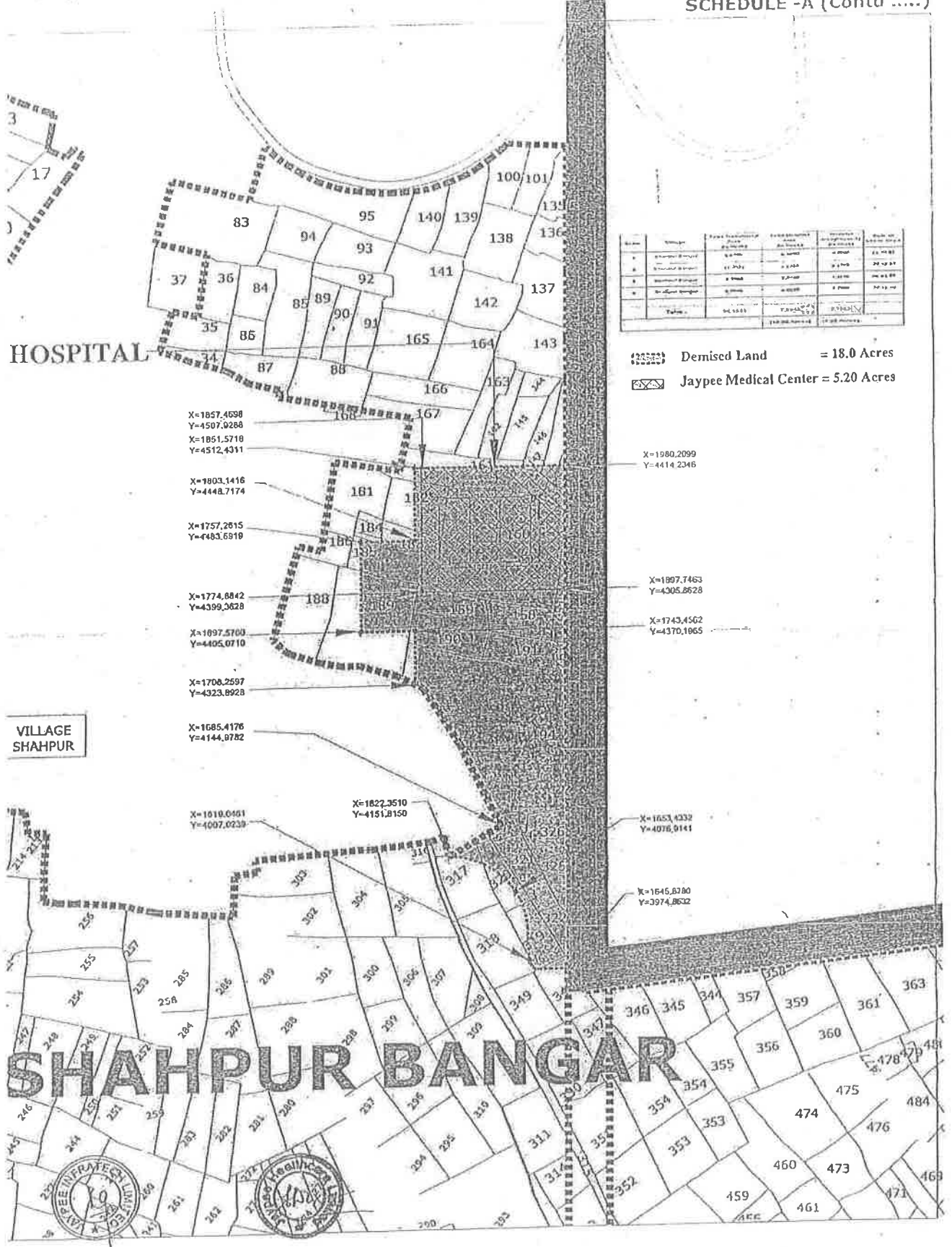
Schedule - A

Demised Land

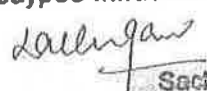
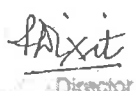
Sl No.	Village	Land Area (in acres)	Particulars of the Lease Deed
1	Shahpur Banger	0.9884	Lease deed dated 21.02.2007 registered in Book No. 1, Volume 1817, Page No. 197 to 462, Serial Number 2555 dated 21.02.2007, at the office of the Sub-Registrar, Gautam Budh Nagar
2	Shahpur Banger	11.9164	Lease deed dated 20.12.2007 registered in Book No. 1, Volume 2763, Page No. 205 to 248, Serial Number 14281 dated 20.12.2007, at the office of the Sub-Registrar, Gautam Budh Nagar
3	Shahpur Banger	5.0458	Lease deed dated 05.03.2009 registered in Book No. 1, Volume 4806, Page No. 289 to 318, Serial Number 8198 dated 30.06.2009, at the office of the Sub-Registrar, Gautam Budh Nagar
4	Shahpur Banger	0.0494	Lease deed dated 26.12.2009 registered in Book No. 1, Volume 5474, Page No. 247 to 294, Serial Number 932 dated 19.01.2010, at the office of the Sub-Registrar, Gautam Budh Nagar
	Total	18.0000	

Contd.....







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 the Assignor, JAYPEE INFRATECH LIMITED , by its Director & CFO, Shri Sachin Gaur.	For Jaypee Infratech Limited  Sachin Gaur Director & CFO
Signed and delivered by the Assignee, JAYPEE HEALTHCARE LIMITED , by its Director, Smt. Rekha Dixit.	For Jaypee Healthcare Limited  Rekha Dixit Director

Witnesses:

1. 
Pramod K. Aggarwal
s/o Late Sh. R.P. Aggarwal
A-1/8 (FF) Park Street
Enclave, New Delhi
- 110017
Primer
(P.N. KUMAR)
s/o Late Sh. Ram Dass
2. 
Datt Sharma Marg, DLF II
Gurgaon - 122002