

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JAPAN BANK FOR INTERNATIONAL COOPERATION
AND
INDIA INFRASTRUCTURE FINANCE COMPANY LIMITED
AND
DELHI MUMBAI INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION LIMITED**

Japan Bank for International Cooperation, the international arm of Japan Finance Corporation (hereinafter referred to as "JBIC") of one part and India Infrastructure Finance Company Limited (hereinafter referred to as "IIFCL") & Delhi Mumbai Industrial Corridor Development Corporation Limited (hereinafter referred to as "DMICDC") of the other part,

Sharing the recognition of the importance of Delhi Mumbai Industrial Corridor Project (hereinafter referred to as "Project") for both India and Japan, particularly for the development of economic relations between the two countries,

Hereby confirm the following understanding;

I. Understanding

1. JBIC, IIFCL and DMICDC have agreed to cooperate in the realization of a loan of up to 75 million USD / or in equivalent currency, to be advanced by JBIC (hereinafter referred to as "JBIC Loan") on mutually agreed terms and conditions. IIFCL shall act as the intermediary financial institution and shall receive the JBIC loan from JBIC for on lending to DMICDC, for the DMICDC Project Development Fund – Japanese account to be established in DMICDC.
2. IIFCL has agreed to procure a guarantee from Government of India (hereinafter referred to as "GOI") for the JBIC Loan on terms as may be mutually agreed.
3. IIFCL and JBIC have agreed that the JBIC loan shall be utilized by IIFCL for on lending to DMICDC. DMICDC shall utilize the JBIC Loan for feasibility studies for mutually beneficial projects.
4. JBIC, IIFCL and DMICDC have agreed to negotiate and finalise the terms of the JBIC Loan, the terms of the Guarantee to be provided by GOI, compliance with the JBIC Procurement Guidelines and JBIC Environmental and Social Guidelines.
5. JBIC, IIFCL and DMICDC have agreed to explore the possibility to cooperate for the realization of the infrastructure projects in the Project area.

II. Other Matters

6. The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is strictly limited to expressing the desire of JBIC, IIFCL and DMICDC for mutual cooperation, and is not intended to impose any legal obligation of any nature on any party, nor is it intended to be legally binding.

7. This MOU is valid and effective for a period of one year from the date hereof, unless one of the parties serves a prior notice to the other side not less than one month in advance, indicating its intention to terminate the validity of this MOU. Otherwise this MOU will be extended automatically for another year every year, until the 21st of October 2012, on which occasion the parties may formally state their willingness to renew this MOU for further periods.

8. This MOU can be amended consensually by the parties in writing. Such amendments shall be deemed to be incorporated into the present MOU and shall form an integral part thereof.

III. Communications

9. The addresses of JBIC, IIFCL and DMICDC for communication are specified as follows:

JBIC Division 1, Asia and Oceania Finance Department
4-1, Ohtemachi 1-chome, Chiyoda-Ku
Tokyo 100-8144, Japan
Telephone: +81-3-5218-3412
Facsimile: +81-3-5218-3963

IIFCL India Infrastructure Finance Company Limited
10th Floor, Jeevan Prakash Building, 25
Kasturba Gandhi Marg, New Delhi, Republic of India
Telephone: +91-11-2373-0269
Facsimile: +91-11-2373-6355

DMICDC Delhi Mumbai Industrial Corridor Development Corporation Limited
135, Udyog Bhawan,
New Delhi – 110011, India
Telephone +91 – 11- 23062983
Facsimile: +91 -11 - 23061034

In witness whereof, JBIC, IIFCL and DMICDC have caused this MOU to be duly executed in triplicate in English language, all the three texts being authentic, and signed in their respective names on the date herein below written.

October 21, 2008

Japan Bank for International Cooperation,
the international arm of Japan Finance Corporation




Hiroshi Watanabe
President & CEO

India Infrastructure Finance Company Limited



S. R. Bansal
Vice President

Delhi Mumbai Industrial Corridor Development Corporation Limited



Ajay Shankar
Chairman of the Board of Director