

## Summary Of Lease deed

Sr. No.	Category	Page No.	From To
1	Lease deed	1 to 25	Greater Noida Industrial development Authority to Mussorie Hotels LTD.
2	Fresh Certificate of Incorporation consequent upon change of name	26	Mussorie Hotels LTD. To Jaypee Greens LTD.
3	Scheme of Amalgamation	27 to 30	Scheme of Amalgamation of Jaypee Greens Limited With Jaiprakash Associates Limited
4	Memorandum of an Agreement	31 to 71	Jaiprakash Associated Limited to Indusind Bank Limited
5	Memorandum of an Agreement	72 to 129	Indusind Bank Limited to Gaursons India Pvt. LTD.



Document No. 2936

Stamp Duty Paid in Cash Certificate in favour of  
 Mussorie Hotels Limited, New Delhi  
 In pursuance of the order of the Collector No.  
 ... 153 ... dated 03-02-98 passed under section  
 10-A of the Stamp Act. It is certified that an  
 amount of ₹ 2,42,337.00 in words is Two Crores, forty two lacs thirty three thousand =

= Seven hundred only.

has been paid in full as stamp  
 duty in a sum of ₹ 2,42,337.00 to the State  
 Bank of India at Noida by  
 challan No. 16 dated 07-6-2000  
 Dated 07-6-2000

Officer in Charge  
 Chief Treasury Officer  
 Customs Bugh Nagar

Dear Sir



*[Signature]*  
 8/6/2000  
 ARVIND MOHAN SINGH  
 Deputy Manager (Property)  
 Greater Noida Industrial  
 Development Authority.

For MUSSOORIE HOTELS LIMITED

*[Signature]*  
 Authorized Signatories

*[Handwritten mark]*

(2)

7 JUN 2000

M. 200-2

स्टाम्प में... में शामिल  
किया गया/ से दिया  
की फोटो/वीडियो/कॉपी

L.D. 237505001-10  
L.R. 5939625-10

5000 + 10 + 40 = 5050h 1000  
जय प्रकाश गोपाल प्रिंटिंग प्रि. लि.  
जय प्रकाश गोपाल प्रिंटिंग प्रि. लि.  
जय प्रकाश गोपाल प्रिंटिंग प्रि. लि.

Jain

DND  
दिनांक 0-6-2000

जय प्रकाश गोपाल प्रिंटिंग प्रि. लि.  
जय प्रकाश गोपाल प्रिंटिंग प्रि. लि.  
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जय प्रकाश गोपाल प्रिंटिंग प्रि. लि.

Jain  
DND  
दिनांक 0-6-2000

Rita

Jain

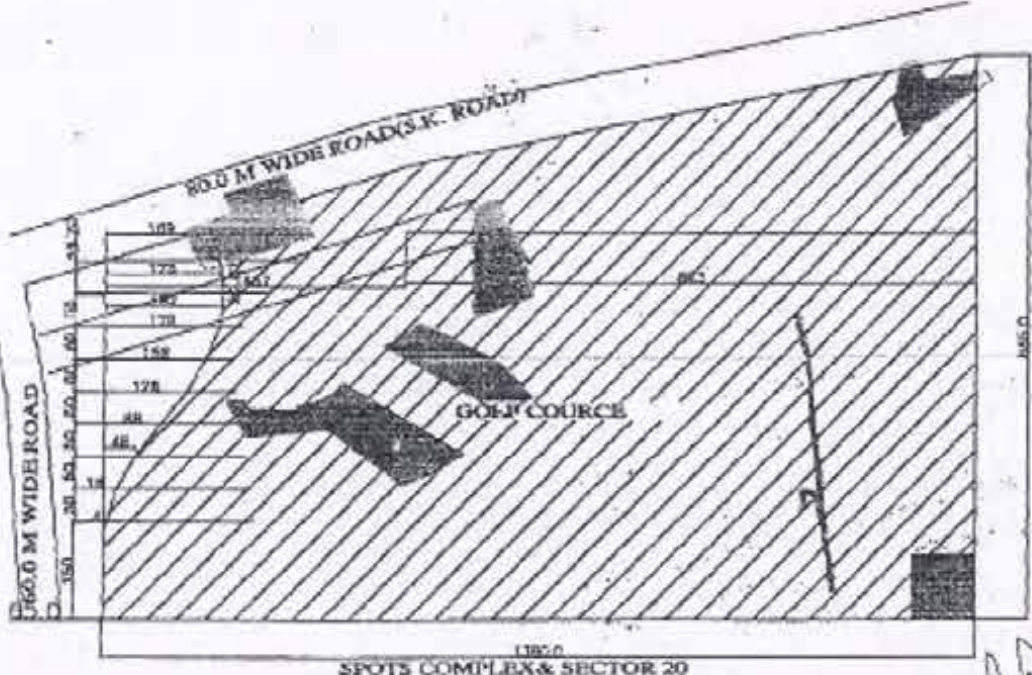
JAIN  
JAIN  
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LAND NOT INCLUDED  
IN THE LEASE DEED = 15.0665 AC.  
TOTAL AREA OF LAND (237.4865 ACRE)



LEASE DEED AREA TO BE CARRIED OUT - 222.42 AC.



LEGEND

GOLF COURSE

LEASE DEED AREA TO BE CARRIED OUT - 222.42 AC.

For MUSSOORIE HOTELS LIMITED

*Jan Singh*  
Authorized Signatories

*Arvind Bihari Singh*  
Deputy Manager (Property)  
Greater Noida Industrial  
Development Authority.

SIGN POSSESSION TAKEN OVER ALLOTTEE	SIGN POSSESSION HANDED OVER GNIDA		
LEASE PLAN GOLF COURSE GREATER NOIDA		DIMENSIONS VERIFIED	
GREATER NOIDA		 ASST. MANAGER	 MANAGER

*[Handwritten signature]*





Presented by Dr. N. S. ...  
2013/26

FOR MUSEUM  
MUSEUM



Dr. N. S. ...  
मुख्य अधिकारी  
राज्य संग्रहालय



100M WIDE ROAD

500 DM

SECTOR-14  
ALPHA-T

NOTE:  
 DIMENSION AS PER SITE SURVEY  
 FROM ENGINEERING DEPT. ONLY  
 [Hatched Area] LAND NOT INCLUDED IN THE  
 LEASE DEED (16.74 ACRES)  
 [Boxed Area] TOTAL AREA (238.56 ACRES)  
 AREA TRANSFERRED UNDER THE  
 PRESENT LEASE DEED (222.82 ACRES)

PROPOSED SITE FOR  
GOLF COURSE

SCALE: 1:1000	DATE
DRAWN BY RAJESH SHARMA	

LEENU SEHGAL  
MANAGER (P.N.G.)

DHARAT BILUSHAN  
GM (P.N.G.)

GREATER NOIDA  
INDUSTRIAL DEVELOPMENT  
AUTHORITY

Particulars handed over by  
*[Signature]*

Particulars taken over by  
*[Signature]*  
Senior Manager - Legal  
Retention of Holiday from 12/1/14



NOTE -  
 DIMENSION AS PER SITE SURVEY  
 FROM ENGINEERING DEPT. ON

LAND NOT INCLUDED IN  
 LEASE DEED. (16.14 AC)

TOTAL AREA (238.96)

AREA TRANSFERRED UNDER  
 PRESENT LEASE DEED (222.42)

PROPOSED SITE FOR  
 GOLF COURSE

SCALE 1:500 DATE 22.11.11  
 DRAWN BY RAJESH SHARMA

LEENU SEHGAL  
 MANAGER (PLNG)

DHARAT BHOJRA  
 GM (PLNG)

GREATER NOIDA  
 INDUSTRIAL DEVELOPMENT

Power is taken over by  
 Vikas Sharma  
 Senior Manager - Legal  
 dated 12.11.2011

Power is handed over by  
 Vikas Sharma  
 Senior Manager - Legal  
 dated 12.11.2011



12.5 M WIDE ROAD

BEG. ON

SECTOR-14  
APRIA

NOTE -  
 DIMENSION AS PER SITE SURVEY  
 FROM ENGINEERING DEPT. ON 15-11-1974  
 LAND NOT INCLUDED IN THE  
 LEASE DEED. (16.14 ACRES)  
 TOTAL AREA (239.56 ACRES)  
 AREA TRANSFERRED UNDER THE  
 PRESENT LEASE DEED (222.42 ACRES)

PROPOSED SITED  
GOLF COURSE

SCALE 1:4000  
 DRAWN BY RAJESH BARNIA

LEENU GARGAL  
MANAGER (PLNG)

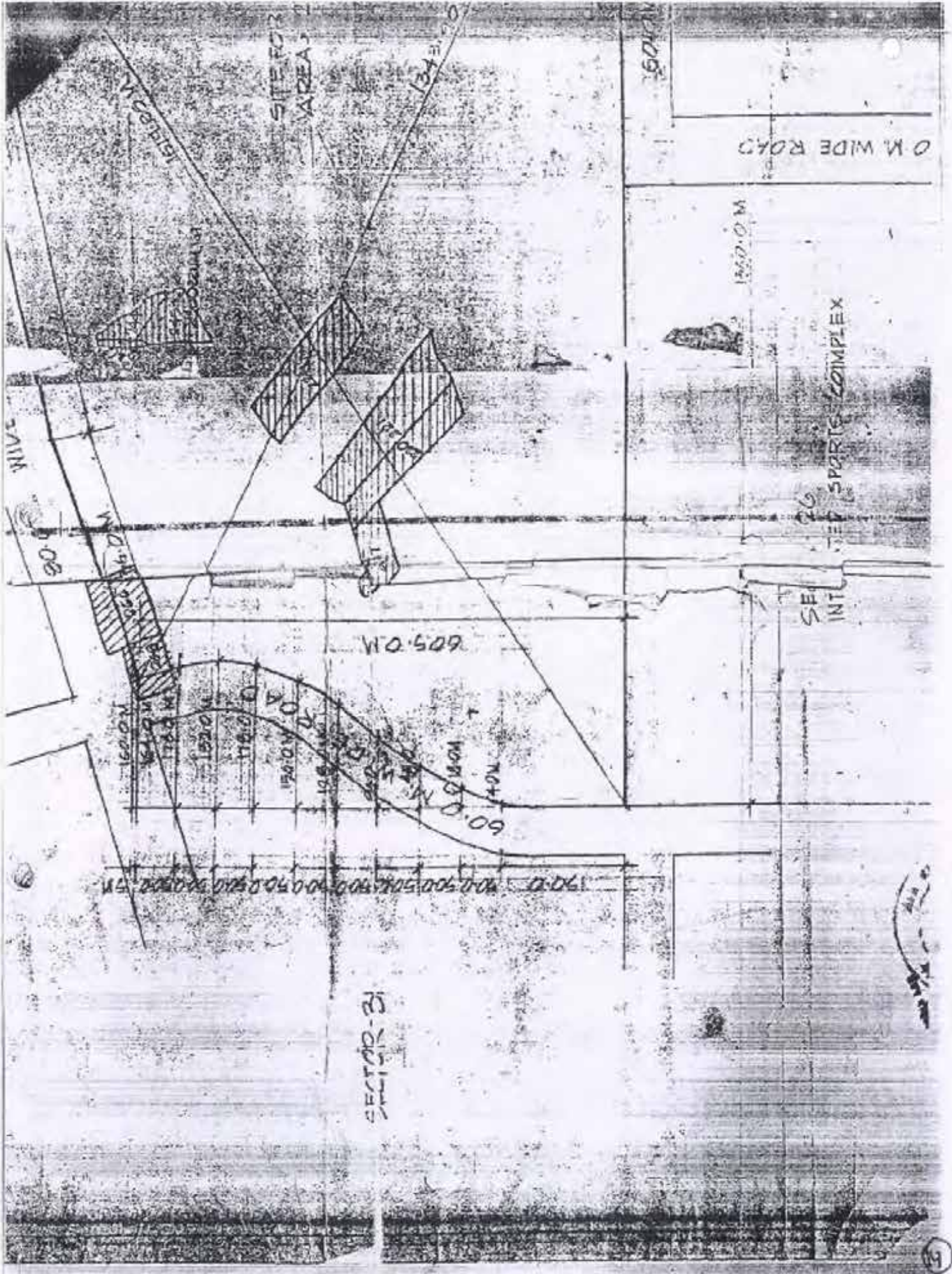
SHARAT BISHN  
GM (PLNG & M)

GREATER NOIDA  
INDUSTRIAL DEVELOPMENT  
AUTHORITY

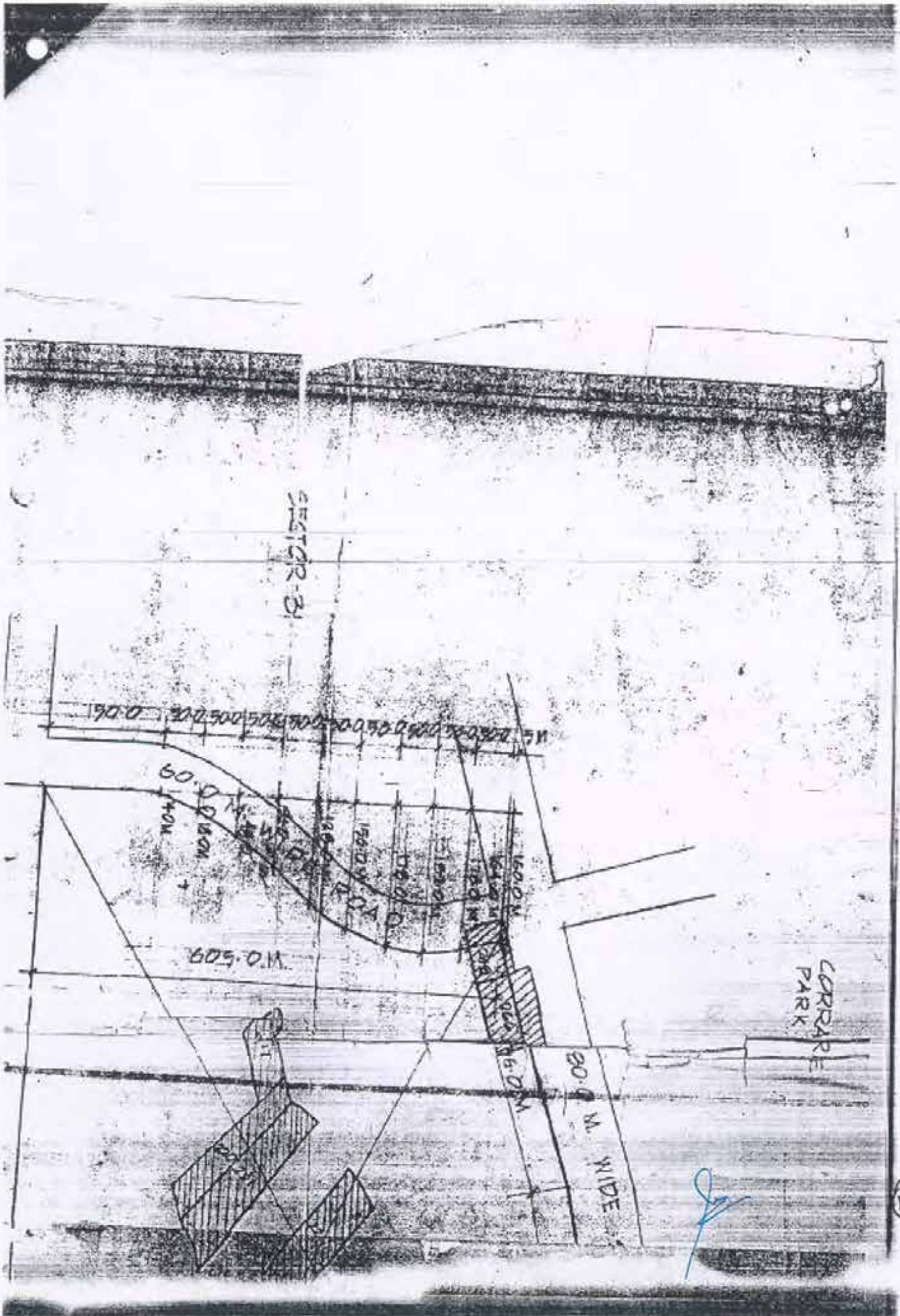
was handed over by  
 Attention taken over by  
 Senior Manager - Legal

15









SECTOR-B1

CORRAL PARK

30.0 M WIDE

605.0 M

60.0 M WIDE

190.0 300.500 500.500 700.500 900.500 1100.500 1300.500 1500.0 1700.0 1900.0 2100.0 2300.0 2500.0 2700.0 2900.0 3100.0 3300.0 3500.0 3700.0 3900.0 4100.0 4300.0 4500.0 4700.0 4900.0 5100.0 5300.0 5500.0 5700.0 5900.0 6100.0 6300.0 6500.0

*[Handwritten signature]*

2



Presented by *[Signature]*  
2036 96

2013

*[Signature]*  
PRESENT

SE  
RES

WAT  
NOT

WIDE ROAD

(12)



343

  
ANAND MOHAN SINGH  
Deputy Manager (Property)  
Greater Kailash Industrial  
Development Authority.

For MUSCOORIE HOTELS LIMITED  
  
Authorized Signatories



11



ARVIND KUMAR SINGH  
Deputy Manager (Property)  
Greater Noida Industrial  
Development Authority

LEASE DEED

THIS LEASE DEED MADE ON THE 8<sup>th</sup> day of June in the year 2000 between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the "Lessor" which expression shall, unless the context does not so admit include its successors, assigns) of the one part and M/s Mussoorie Hotels Ltd. a Company incorporated under the Companies Act, 1956, having its registered office at 'JA Annexe' 54 Basant Lok, Vasant Vihar New Delhi pin-110057 represented hereby through its Chairman, Mr. Jai Prakash Gaur, hereinafter called the "Lessee" (which term shall, unless, repugnant to or inconsistent with the context mean and include its successors in interest and assigns) of the other part.

WHEREAS the land broadly known as Golf Course measuring 222.42 acres forming part of Block Surajpur Kasana Road at Sector-19 and 25 in Greater Noida Industrial Development Authority Distt.-Gautam Budh Nagar was earlier leased to M/s. Sterling Holiday Resorts (I) Ltd. but they failed to adhere to the terms of lease, due to which the lease was terminated and determined. The establishment of Golf Course of PGA level, which can give boost to the development of Greater Noida Industrial Development Authority, is also delayed.

AND WHEREAS the aforesaid land was leased to the previous lessee at consideration of Rs. 23,75,85,001.00 in respect of 222.42 acres of land which they failed to pay as per payment schedule, resulting into cancellation of lease deed as stated above. The lessor entered into the premises and took its possession.

I) NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That the lessee has proposed that towards consideration of rights governed under the present lease deed and granted to lessee, they be permitted to pay the interest and the balance amount, which the lessor would have received from the previous lessee as premium. This proposal is found feasible to the lessor. Thus the lessee has agreed to pay Rs. 14,46,08,319.00 as premium and Rs. 23,51,74,240.00 as interest and other dues to the Lessor. The said amount is checked and verified by the lessee and is acceptable to them. The lessee as such have agreed to pay the above amount in the manner hereinafter provided:-

1. Towards premium amount, Rs.6,42,70,364.00 is to be paid up front and the same is being received vide Band Draft No. 006534 of ICICI Bank Ltd. Dated 03.06.2000.
2. Towards balance premium of Rs. 8,03,37,955.00 is to be paid in the ten equal instalments on dates specified below:

- |    |                  |              |            |
|----|------------------|--------------|------------|
| 1. | Rs. 80,33,795.50 | on or before | 06.06.2001 |
| 2. | Rs. 80,33,795.50 | on or before | 06.06.2002 |

For MUSSOORIE HOTELS LIMITED

*[Signature]*

Authorised Signatories

ARVIND KUMAR SINGH  
Deputy Manager (Property)  
Greater Noida Industrial  
Authority

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3.	Rs. 80,33,795.50	on or before	06.06.2003
4.	Rs. 80,33,795.50	on or before	06.06.2004
5.	Rs. 80,33,795.50	on or before	06.06.2005
6.	Rs. 80,33,795.50	on or before	06.06.2006
7.	Rs. 80,33,795.50	on or before	06.06.2007
8.	Rs. 80,33,795.50	on or before	06.06.2008
9.	Rs. 80,33,795.50	on or before	06.06.2009
10.	Rs. 80,33,795.50	on or before	06.06.2010

3. The amount of Rs. 23,51,74,240.00 which the lessor has agreed to pay and which is due from the previous lessee is as per the break up given below:

- a) The overdue interest including compound interest amount to Rs.17,26,16,530.00.
- b) The over due lease rent amounting to Rs. 2,37,58,500.00
- c) The overdue penal interest amounting to Rs. 2,86,17,200.00
- d) The over due interest on premium amounting to Rs. 1,01,82,010.00

The above interest amount shall be paid by the lessee in the following manner:

- i) An amount of Rs. 8,63,08,265.00 i.e. 50% of the over due interest shall be converted by the lessee into the equity of the lessor at par in the lessee's company M/s. Mussoorie Hotels Ltd. and lessee shall issue share certificates of the above sum in favour of the lessor.
- ii) Balance 50% amounting to Rs. 8,63,08,265.00 shall be converted into Non-convertible Redeemable Cumulative Debenture (NCD,s) in favour of the lessor and carrying coupon rate of 15% as cap, but allowed to float at the same rate as Authorities general rate of interest of instalment payment. The NCD,s of the lessor would be redeemed in the 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> year of issue of the NCD's.
- iii) That the penal interest amounting to Rs. 2,86,17,200.00 shall be set off as an incentive, in case the allottee/lessee completes the 18 hole PGA level Golf Course functional to the satisfaction of the Authority and Indian Golf Association by 31<sup>st</sup> March, 2001. In the event of non completion of same, the penal interest due amounting to

For MUSSOORIE HOTELS LIMITED

Authorised Signatories

ARVIND K. MANIYER  
Deputy Manager (Finance)  
Greets: Hotels Development Authority



Rs.2,86,17,200.00 along with interest thereon @15% p.a. upto 31.03.2001, shall be converted into NCD's Carrying coupon rate of interest of 15% as cap. But allowed to float at the same rate as Authorities general rate of interest of instalment payment. The NCD,s of the lessor would be redeemed in the 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> year of issue of NCD's.

- iv) The amount due as overdue lease rent amounting to Rs. 2,37,58,500.00 has been paid vide Bank Draft No. 006535 of ICICI Ltd. Dated 3.6.2000.
- v) The overdue interest on premium amounting to Rs. 1,01,82,010.00 shall be paid in ten equal yearly instalments with interest @ 15% p.a. on the outstanding balance on the dates specified below:

1.	Rs. 10,18,201.00	on or before	06.06.2001
2.	Rs. 10,18,201.00	on or before	06.06.2002
3.	Rs. 10,18,201.00	on or before	06.06.2003
4.	Rs. 10,18,201.00	on or before	06.06.2004
5.	Rs. 10,18,201.00	on or before	06.06.2005
6.	Rs. 10,18,201.00	on or before	06.06.2006
7.	Rs. 10,18,201.00	on or before	06.06.2007
8.	Rs. 10,18,201.00	on or before	06.06.2008
9.	Rs. 10,18,201.00	on or before	06.06.2009
10.	Rs. 10,18,201.00	on or before	06.06.2010

And the lessee has also further agreed to pay Rs. 59,39,525.00 as per year lease rent determinable @ 2.5% of Rs. 23,75,85,001.00, the total premium of the plot, which the previous allottee had to pay for 222.42 acres of land. This will be the annual lease rent which the lessee shall pay every year in advance to the lessor.

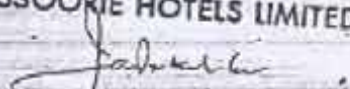
AND in consideration to payment made and/or agreed to pay by the lessee to the lessor, the lessor doth hereby demise and lease to the lessee, all the plot of land situated in Block Surajpur Kasna Road at Sector No. 19 and 25 in Greater Noida Industrial Development Area, District Gautam Budh Nagar admeasuring 222.42 acres and bounded as follows:


ON THE NORTH - WEST BY - Sector-26, Sector-20, 60m wide road.

ON THE EAST - EAST BY - Sector-31, 60m wide road

ON THE WEST BY - Sector-Alpha, 105 mtr wide city arterial road.

For MUSSOORIE HOTELS LIMITED

  
Authorised Signatory

  
ARVIND MOHAN SINGH  
Deputy Director (Property)  
Estate - Noida Industrial



Except Khasra nos. 217, 220, 221, 224, 264, 102, 103, 104, 45, 244, 245, 246, 266, 268 of village Haldona, District Gautam Budh Nagar.

And which said plot is more clearly delineated and shown in the attached Lease/sizra plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as "the demised premises") with their appurtenances unto the Lessee to the term of Ninety Four Years Commencing from (the execution of the lease deed) 2-6-2000, except and always reserving to the Lessor,

- a) A right to lay water mains, drains, sewers or electric wires and such other services necessary for the township under, above or through the demised premises, if deemed necessary by the Lessor in developing the area.
- b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

II) AND THE LESSEE DOETH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) That the lessee shall pay to the lessor :
  - i) the balance premium in the instalments,
  - ii) the balance overdue interest on premium in instalments.

Both with interest @ 15% p.a. on the balance premium and the balance over due interest as mentioned in Clause I above by the dates mentioned therein. The lessee shall also pay regularly in advance, the lease rent and shall also take steps for redemption of the amount covered under the Non Convertible Redeemable Commulative Debentures on 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> year of the lease as mentioned above. In case the lessee fails to pay any instalments of premium and/or over due interest (with interest) and/or the lease rent by the due date, he shall thereafter pay the same with interest @ 20% p.a. on such amount in arrears from the due date till the date of payment, provided that further failure to pay instalment amount and/or lease rent / payment mentioned in Clause I above, continuously for six months, the lessee may determine the lease with penalties and consequences given in Clause III below.

- b) That the Lessee will bear, pay and discharge all rates assessments of every description including beneficitation levy which during the said term be assessed, charged or imposed upon either on the landlord or the tenant or the occupier in respect of demised premises or the buildings to be erected thereupon.

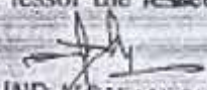
For MUSSOORIE HOTELS LIMITED

ARVIND MOHAN SINGH  
Deputy Manager (Property)  
Laxmi Finance Trust Ltd.



- c) That the lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.
- d) That the Lessee will at his own cost develop and erect on the demised premises in accordance with the plan, elevation, and design to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing and in a substantial workman like manner, building only with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of building, drains, latrines and connection with sewers.
- e) That the lessee will keep the demised premises and the buildings:
- i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor,
  - ii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
- f) That the lessee shall abide by all Regulations, by-laws, Directions and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.
- g) In case of non-compliance of terms and directions of lessor, the lessor shall have the right to impose such penalty as the lessor may consider just and/ or expedient.
- h) If the maintenance work of any area is not found satisfactory as per the lessor's guidelines, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the lessee. The decision of the lessor will be final as to the expenses incurred in the maintenance work.
- i) That the lessee will not make, or permit to be made, any alteration in or additions to the layout of the course and said buildings or other erections for the time being on the demised premises, erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission in writing of the plan if any, approved by the Lessor or any officer authorised by Lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee

For MUSSOORIE HOTELS LIMITED

  
ARVIND MOHAN SINGH  
Deputy Manager (Property)



hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.

- j) That the lessee shall use minimum 182 acres of land for construction of Golf Course include club house facilities and remaining 40.42 acres for the purpose of constructing villas, condominiums and houses for residential purpose and hotel, tennis academy and other commercial/ institutional use and no other purpose without the consent of the lessor and subject to such terms and conditions as lessor may impose and will not do or suffer to be done on demised premises or any part thereof, any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the lessor or the owners, occupier of other premises in the neighbourhood.
- k) That the lessee will in no case assign, relinquish (except in favour of the Lessor) sublet, transfer or part with possession of the Golf Course and the hotel without prior permission of the Lessor. The transfer of plot to lessee's legal heir will be allowed with prior permission of the Lessor or an officer authorised by him/her in this regard.

The lessee is entitled to grant license to its customers on time-share basis for the lease period or such other basis in respect of resorts and hotels and other amenities put up in the demised premises.

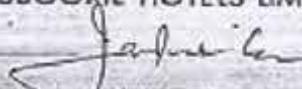
Transfer permission may be given at the discretion of the lessor or an officer authorised by them in accordance with the policy prevailing at that time. The discretion of the lessor in the matter shall be conclusive, binding and final.

The lessee may, however, with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any Government/Semi Government organisation /Financial Institution/ Individuals /Firms/ Body Corporate /Banks for the purpose of securing loan for acquiring the plot/ construction.

In case of transfer, transfer charges as fixed by the lessor shall be payable by the lessee at the time of transfer.

- l) That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of the lessor.
- m) That the lease will not assign, relinquish, mortgage, sublet, transfer, part with possession of any portion less than the whole or the Golf Course and Hotel building thereon nor cause any sub-division thereof by metes and bounds or otherwise.
- n) That every transfer, assignment, relinquishment, mortgage, subletting of the whole of the course or building or both shall be subject to and the transferee,

For MUSSOORIE HOTELS LIMITED

  
Authorised

  
ARVIND KUMAR SINGH



assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect therefor.

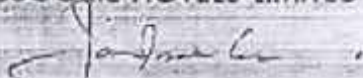
- o) That no transfer charges shall be levied by the lessor for the first sale of residential and commercial area. However, for the subsequent sales, transfer charges would be leviable as per the rates prevalent at the time of such transfer.

PROVIDED always that if the lessee or his/her/their/its transferee or permitted assignees as the case may be, will assign, relinquish, mortgage, sub-let or transfer the course, demised premises and building thereon as a whole or residue on the said terms he/she/its will deliver at his/her/its/their own expense to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other amending statute.

- p) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time and at all reasonable time of the day, during the said terms after three days previous notice to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provisions of this sub-clause to his/her/their/its tenants.
- q) That the lessee will develop the course and construct all the buildings according to the layout, architectural and elevation control as prescribed by the lessor/competent authority.
- r) That the lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- s) That the lessee shall not exercise his/her/their/its option of determining the lease nor hold the lessor responsible to make good the damage if, by fire, tempest, flood or violence of army or of a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
- t) That the lessee shall develop 18 hole Golf Course and construct club house and attendant facilities upon the leased land within a period of three years from the date of execution of lease deed unless extension is allowed by the Lessor in exceptional circumstances and on such conditions as it may impose. Extension may be granted in development on the following charges:

- i) 1<sup>st</sup> year after the stipulated period on payment of 1% of Rs. 23,75,85,001.00 as extension charges.

For MUSSOORIE HOTELS LIMITED



  
ARVIND K. SINGH  
Deputy Manager (P)



- ii) 2<sup>nd</sup> year after the lapse of above stipulated period on payment of 2% of Rs. 23,75,85,001.00 as extension charges.
- iii) 3<sup>rd</sup> year after the lapse of above stipulated period on payment of 3% of Rs. 23,75,85,001.00 as extension charges.
- iv) 4<sup>th</sup> year after the lapse of above stipulated period on payment of 4% of Rs. 23,75,85,001.00 as extension charges.

No extension in any case be granted after four years from the period stipulated for development in sub-clause (t).

- u) That the lessor only in the exceptional circumstances shall give the extension. In case the lessee does not develop the course and construct building within the time provided for above, this deed of lease will be void and his interest in the property will be determined.
- v) The lessee shall obtain affiliation and rating (71 and 72) from Indian Golf Union within three years from the date of completion of the project and shall maintain this affiliation and rating in future. The course shall have minimum 6200 mts. Of total length of holes.
- w) The annual lease rent mentioned in clause I above may be enhanced on the expiry of every 15 years. However, the amount of lease rent so enhanced shall not be more than 50% of the amount last fixed. In such case supplementary deed shall be executed.

The lessee can also pay entire lease rent for 94 years in lump sum by paying eleven times the amount of one years lease rent.

- x) The lessee shall maintain hygienic standards in the health club, kitchens and hotel as per norms of Indian Tourism Development Corporation.

**III) AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING;**

- A. Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/them/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a building on it as hereinbefore provided within the period mentioned in clause II (t) it shall be lawful for the lessor, without prejudice to any other right of the lessor in

For MUSSOORIE HOTELS LIMITED

*[Signature]*  
Authorized Signatories


*[Signature]*  
ARVIND  
Deputy Manager (Project)  
Ganga Nigra Inc.




respect of any breach of agreement, to re-enter the demised premises or any part thereof and determine this lease and thereupon if:

- i) At the time of re-entry, if the demised premises has not been occupied by the lessee by way of constructing a building or development of course thereon the lessor may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the lessor.
  - ii) At the time of re-entry :-
    - a) If the demised premises are occupied by any building constructed by the Lessee thereon the lessee shall within a period of three months from the date of re-entry remove from the demised premises all erections or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and the buildings, fixture and things thereon.
    - b) After the re-entry, the lessor shall be entitled to re-allot the land within the time stipulated above. However, provisions will be made to provide reasonable security at the cost of lessee for the building, fixture and fitting of lessee till time period of three months mentioned above is lapsed.
    - c) The lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee of the price therefor and for his interest in the premises as may be mutually agreed upon.
- B. If lessee is found to have obtained the allotment and the lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor alongwith forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- C. If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of subsistence of nuisance.
- D. Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under him shall be recoverable by the Lessor.

For MUSSOORIE HOTELS LIMITED

  
Authorized Signatories

  
ARVIND MOHAN SINGH  
Deputy Manager (Legal)  
Mussorie Hotels Limited

2



E. All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 ( U.P. Act No.6 of 1976) or any rules or regulations made thereunder shall be deemed to be duly served as provided w/s 43 of the U.P. Urban Planning and Development Act, 1973 as re-annexed and modified by the Uttar Pradesh President's Act ( Re-enactment with modifications) Act, 1974 ( U.P. Act.No.30 of 1974).

F. All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The lessor may also authorise any of its other officers to exercise all or Any of the powers exercisable by it under this lease.

PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other Officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

G. The entire legal expenses of execution of the Lease Deed including stamp duty and registration charges shall be born by the lessee.

H. Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.

I. All arrears payable to lessor shall be recoverable as arrears of land revenue.

J. The Chief Executive Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.

K. In the event of any dispute with regard to the terms and conditions of the lease deed, same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar (where the property is situated) or the High Court of judicature at Allahabad.

IN WITNESS WHEREOF THE parties hereto have set their hands on the day and in the year hereinfirst above written.

In the presence:

1. Witness *Rita*

*RITA DIXIT*  
3/0 SH. JAI PRAKASH CAUR  
A-9/27, VASANT VIHAR  
N-DELHI-57.

FOR MUSSOORIE HOTELS LIMITED

2. Witness

*Harish K. Vaid*  
% to R.L. Vaid  
C-11/1172, VASANT KUNJ  
NEW DELHI-110017.

Authorised Signatories

For & on behalf of the Lessee

For & on behalf of Lessor  
*Arvind Mohan Singh*  
ARVIND MOHAN SINGH  
Deputy Manager (Priority)  
Greater Noida Industrial  
Development Authority.

FOR MUSSOORIE HOTELS LIMITED

Authorised Signatories

ARVIND MOHAN SINGH



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY  
H-169, SECTOR GAMA, GREATER NOIDA CITY  
GREATER NOIDA, DISTT. GAUTAM BUDDH NAGAR

COMMERCIAL PROPERTY SECTION

NO : C. PROP./G. COURSE/2000/274.

DATE : 8/16/2000.....

To.


M/s Mussorie Hotels Ltd.,  
JA Annexe, 54,  
Basant Lok, Vasant Vihar,  
NEW DELHI - 110057

Plot No. Golf course - sector-19 & 25  
Block Sunehri Pur Karna Road.  
Sector 19 & 25  
Area : 222.42 Acres.

SUB : POSSESSION OF GOLF COURSE

Dear Sir,

A lease deed in respect of plot mentioned above has been executed by you on 8/16/2000 and the document has been presented before sub-registrar for Registration. You are now requested to contact Senior Manager (Construction), at Gamma site office Greater Noida for the possession as mentioned in the lease deed.

  
(G.S. TRIPATHI)  
Ganesh Shankar Tripathi  
Secretary  
Greater NOIDA





G.S. TRIPATHI  
P.C.S.  
Secretary

PHONE : 91-11-91-4566135  
P.B.X. : 91-11-91-45666160-151  
FAX : 91-11-91-4566334  
91-11-91-4566145

No. Secy./2000/269  
Date: 6/6/2000

ALLOTMENT LETTER

(T)  
Mussoorie Hotels Limited  
JA Annexo, 54 Basant Lok  
Vasant Vihar  
New Delhi-110057

Kind Attn: Sri Jaiprakash Gaur, Chairman, Mussoorie Hotels Ltd.

Subject: Allotment of 222.42 Acres of land for establishment of 18-hole PGA level Golf Course at Sector 19 and 25 in Greater Noida.

Sr.

Kindly refer to your letter dated 3/5.06.2000. Since you have agreed to the terms and conditions mentioned in the Demand-Cum-Acceptance Letter No Secy./2000/242 dated 03.05.2000, and have deposited the up front payment of Rs 8,80,28,864.00 vide Bank Draft nos 534 & 006535 of ICICI Bank Limited, dated 03.06.2000, Greater Noida has agreed to allot you the land of Sector 19 and 25 as indicated in the enclosed lay-out plan on 94 years lease hold basis for establishment of PGA level Golf Course etc.

Please note that you have to comply with the terms and conditions mentioned in the Demand-cum-Acceptance-letter as well as terms and conditions attached herewith strictly, and same are binding upon you. In case you fail to comply with the same, GNIDA shall be at liberty to take action as mentioned therein.

This is further to inform you that before execution of lease deed you have to fulfill following conditions-





**G.S. TRIPATHI**  
P.O.S.  
Secretary

PHONE : 91-11-91-4566135  
P.B.X. : 91-11-91-45666150-151  
FAX : 91-11-91-4566334  
91-11-91-4566145

No. ....

Date

- i) To create equity of Rs.8,63,08,265.00 by allotting shares at par in favour of GNIDA.
- ii) To issue NCD's for Rs.8,63,08,265.00 in favour of GNIDA as mentioned in Demand-Cum-Acceptance Letter.
- iii) To introduce a minimum of Rs.12.00 crores in shape of equity as promoter's contribution in the of allottee company. (Already complied with)
- iv) A letter from ICICI that they are financially backing the project as mentioned in Demand-Cum-Acceptance Letter. (Already complied with)

You have also to comply with all necessary formalities as per the provisions of the Indian Companies Act and other allied provisions of law and to submit the supporting documents.

Thanking you,

Yours sincerely,

(G.S. Tripathi)  
Secretary

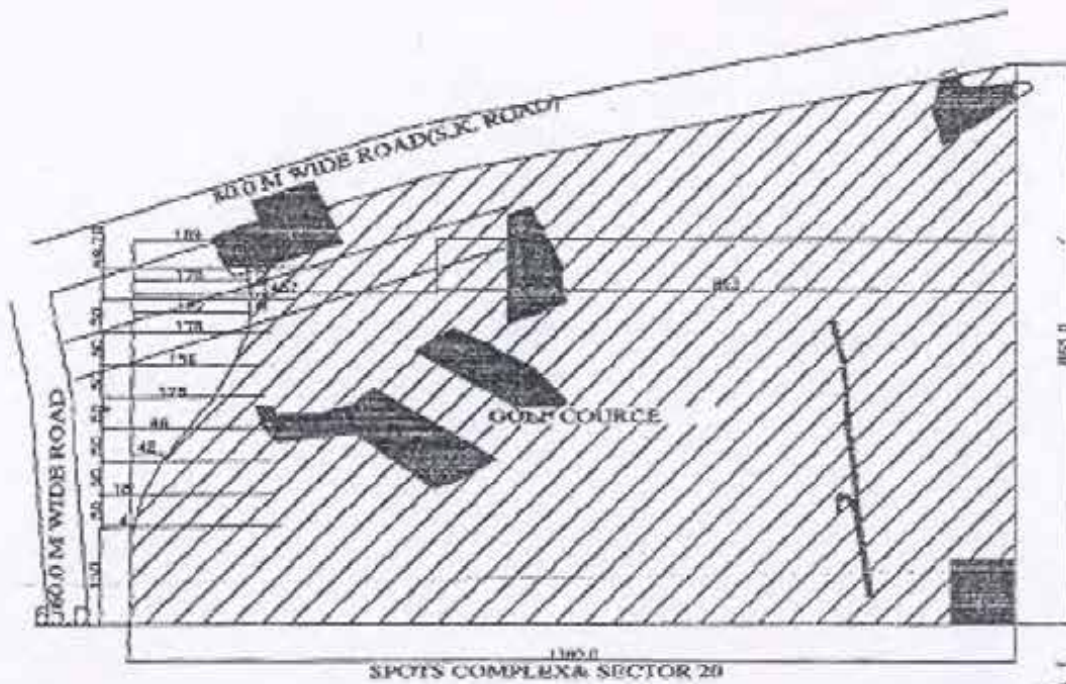
Encl: as above



LAND NOT INCLUDED  
 IN THE LEASE DEED = 15.0665 AC.  
 TOTAL AREA OF LAND (237.4865 ACRE)



LEASE DEED AREA TO BE CARRIED OUT = 222.42 AC.



LEGEND

GOLF COURSE

LEASE DEED AREA TO BE CARRIED OUT = 222.42 AC.

For MUSSOORE HOTELS LIMITED

*John*

Authorised Signatories

SIGN  
 POSSESSION TAKEN OVER  
 ALLOTEE

SIGN  
 POSSESSION HANDED OVER  
 GNIDA



LEASE PLAN GOLF COURSE  
 GREATER NOIDA

DIMENSIONS VERIFIED

GREATER NOIDA

*Banu*

ASST. MANAGER

*Dhand*

MANAGER

*[Handwritten signature]*

22



COMPANY NO. 55-73845

*FRESH CERTIFICATE OF INCORPORATION  
CONSEQUENT UPON CHANGE OF NAME*

In the office of the Registrar of Companies, NCT of Delhi  
& Haryana [under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF M/s MUSSOORIE HOTELS LTD.

I hereby certify that MUSSOORIE HOTELS LTD.

which was originally incorporated on Fifteenth November of one thousand nine hundred  
and ninety five

under the Companies Act, 1956 ( Act 1 of 1956 ) Under the name

MUSSOORIE HOTELS LTD.

having duly passed the necessary resolution in terms of Section 21 of the  
Companies Act, 1956 and the approval of the Central Government  
signified in writing having been accorded thereto under Section 21  
read with Government of India, Department of Company Affairs,  
Notification No. G.S.R. 507 (E) dated 24-06-1985 by Registrar of  
Companies, NCT of Delhi & Haryana, New Delhi vide  
letter No. ROC/21/73845/631 dated 14/09/2000 the name of the said company  
is this day changed to

**JAYPEE GREENS LIMITED**

and this Certificate is issued pursuant to Section 23 (I) of the said Act.

Given under my hand at New Delhi this Fourteenth September of Two Thousand.



*(Rakesh Chandra)*  
REGISTRAR OF COMPANIES,  
N.C.T. OF DELHI & HARYANA



**SCHEME OF AMALGAMATION**  
**OF**  
**JAYPEE GREENS LIMITED**  
**[TRANSFEROR COMPANY]**  
**WITH**  
**JAIPRAKASH ASSOCIATES LIMITED**  
**[TRANSFeree COMPANY]**

**PART- I-DEFINITIONS**

- 1.0 In this Scheme, unless repugnant to the meaning or context thereof, the under-mentioned expressions shall have the following meaning:
- 1.01 "Act" means the Companies Act, 1956 and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force.
- 1.02 "Appointed Date" shall mean 1st of April 2005.
- 1.03 "Court" means the Hon'ble High Court of Judicature at Allahabad.
- 1.04 "Effective Date" or "coming into effect of this Scheme" or "effectiveness of this Scheme" or the like terms used in the Scheme means the date on which the certified copy of the order of the Hon'ble High Court of Judicature at Allahabad sanctioning the Scheme is filed with the Registrar of Companies, U.P.
- 1.05 "Record Date" means the date to be fixed by the Board of Directors of the Transferee Company after the Effective Date with reference to which the eligibility of the Shareholders of the Transferor Company for allotment of shares in the Transferee Company in terms of this Scheme shall be determined.
- 1.06 "Scheme" means this Scheme in its present form as submitted to the Court or this Scheme with such modification(s), if any, as may be made by the shareholders and the Creditors of the Transferor and the Transferee Companies in their meetings to be held as per the directions of the Court or such modifications(s) as may be imposed by any competent authority and accepted by the respective Board of Directors of the two Companies and directed to be made by the Court while sanctioning the Scheme.
- 1.07 "Shareholders" with reference to the Transferor Company means persons holding Equity or Preference shares in the said Company in physical form or in electronic form and whose names are entered and registered as members in the Register of Members of the said Company or whose names appear as the beneficial owners of the equity shares of the Transferee Company in the records of the Depositories as on the Record Date.  
AND with reference to the Transferee Company means persons holding equity shares in the said Company in physical form or in electronic form and whose names are entered and registered as members in the Register of Members of the said Company or whose names appear as the beneficial owners of the equity shares of the Transferee Company in the records of the Depositories as on the Record Date.
- 1.08 "Transferee Company" or "JAL" means JAIPRAKASH ASSOCIATES LIMITED having its registered office at G Block, Surajpur Kasna Road, Greater Noida City, Uttar Pradesh 201306.
- 1.09 "Transferor Company" or "JGL" means JAYPEE GREENS LIMITED, having its registered office at G Block, Surajpur Kasna Road, Greater Noida City, Uttar Pradesh-201306

**PART-II-INTRODUCTION**

- 2.01 The Transferee Company was incorporated on 15-11-1995 in the State of Uttar Pradesh under the Companies Act, 1956 under the name of 'Bela Cement Limited'. Its name was changed to 'Jaypee Rewa Cement Limited' with effect from 30-8-2000. The name was again changed to 'Jaypee Cement Limited' with effect from 3-1-2002 and then to its present name 'Jaiprakash Associates Limited' with effect from 11-3-2004. The Transferee Company commenced its business on 29-1-1996.





The Transferor Company was incorporated on 21-12-1995 in the National Capital Territory (NCT) of Delhi under the name of 'Mussorie Hotels Limited'. The registered office of the company was shifted from NCT of Delhi to the State of Uttar Pradesh and this alteration was confirmed by the Company Law Board vide its order dated 1-2-2005. The order of the Company Law Board was duly registered with the Registrar of Companies, UP and Uttaranchal on 17-3-2005. The name of the Transferor Company was changed to its present name 'Jaypee Greens Limited' with effect from 14-9-2000. The Transferor Company commenced its business on 21-12-1995.

2.02 The authorized, issued, subscribed and paid up capital of the two Companies as per their respective last available Balance Sheets as at 31st March, 2005 are as under -

TRANSFEEE COMPANY:

AUTHORISED CAPITAL:

98,00,00,000 Equity Shares of Rs. 10 each Rs. 980,00,00,000

ISSUED, SUBSCRIBED AND PAID UP CAPITAL:

17,62,16,981 Equity Shares of Rs. 10 each fully paid up Rs. 176,21,69,810

TRANSFEROR COMPANY:

AUTHORISED CAPITAL:

5,00,00,000 Equity Shares of Rs. 10 each Rs. 50,00,00,000

30,00,000 Preference Shares of Rs. 100 each Rs. 30,00,00,000

TOTAL Rs. 80,00,00,000

ISSUED, SUBSCRIBED AND PAID UP CAPITAL:

4,97,51,530 Equity Shares of Rs. 10 each fully paid up Rs. 49,75,15,300

27,30,001 Cum. Redeemable Preference Shares of Rs. 100 each fully paid up Rs. 27,30,00,100

TOTAL Rs. 77,05,15,400

The Transferee Company is a widely held company and its shares are presently listed on National Stock Exchange and the Stock Exchanges at Ahmedabad, Mumbai, Calcutta, Delhi and Kanpur. The shareholders of the Transferee Company have already approved delisting of its shares from the Stock Exchanges at Ahmedabad, Calcutta, Delhi and Kanpur for which necessary action has been initiated.

The shares of the Transferor Company are not listed on any stock exchange.

2.03 LATEST FINANCIAL POSITION:

The audited accounts of the two Companies have been presented to their respective shareholders up to the financial year ended on 31-3-2005. The summarized financial position of the two companies as per the above latest Audited Accounts is as under :

<u>TRANSFEEE COMPANY:</u>		(Rs. in lakhs)
		<u>As at 31-3-2005</u>
<u>ASSETS:</u>		
Fixed Assets (WDV)		244,855
Investments		119,198
Deferred Tax Assets		546
Current Assets, Loans & Advances:	250,567	
Less Current Liabilities & Provisions	<u>123,242</u>	127,325
Misc. Expenditure not w/off		<u>246</u>
TOTAL		<u>492,170</u>
<u>LIABILITIES:</u>		
Share Capital		17,622
Reserves and Surplus		105,853
Loans -		
Secured		253,952
Unsecured		65,933
Deferred Tax Liability		<u>48,810</u>
TOTAL		<u>492,170</u>



TRANSFEROR COMPANY:

ASSETS:

Fixed Assets (WDV)		71,340
Current Assets, Loans & Advances	13,628	
Less Current Liabilities & Provisions	<u>13,387</u>	241
Misc. Exp. Not W/off		22
Profit & Loss Account		<u>3,292</u>
TOTAL		<u>74,895</u>

LIABILITIES:

Share Capital		7,705
Reserves and Surplus		52,769
Loans -		
Secured		11,888
Unsecured		863
Other Liabilities		<u>1,670</u>
TOTAL		<u>74,895</u>

Full details of the financial position are given in the published Accounts of the two Companies.

**PART-III -TRANSFER AND VESTING**

- 3.01 With effect from the Appointed Date, all the undertakings, the entire business, all the properties (whether movable or immovable, tangible or intangible), plant and machinery, buildings and structures, offices, residential and other premises, capital work in progress, furniture, fixture, office equipment, appliances, accessories, power lines, deposits, stocks, assets, investments of all kinds and in all forms, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases, hire purchase contracts and assets, lending contracts, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permissions, permits, quotas, rights, entitlements, authorisations, approvals, contracts, licenses, registrations, tenancies, benefits of assets or properties or other interest held in trust, engagements, arrangements of all kinds, exemptions, benefits, privileges and rights under various laws, loan agreements, titles, interests, trade and service names and marks, patents, copyrights, and other intellectual property rights, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records, and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company or which have accrued to the Transferor Company as on the Appointed Date, whether in India or abroad, of whatsoever nature and where-ever situated, shall, pursuant to Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the property, estate, assets, rights, title, interest and authorities etc. of the Transferee Company.
- 3.02 Without prejudice to Clause 3.01 above, in respect of such of the assets of the Transferor Company as are movable in nature or are otherwise capable of transfer by manual delivery or by enforcement and/or delivery, the same may be so transferred by the Transferor Company, and shall, upon such transfer, become the property, estate, assets, rights, title, interest and authorities etc. of the Transferee Company.
- 3.03 With effect from the Appointed Date and pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed :
- (i) All secured and unsecured debts, (whether in rupees or in foreign currency), all liabilities, duties and obligations of the Transferor Company along with any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall be and stand transferred to and vested in or deemed to have been transferred to and vested in, so as to become the debts, liabilities, duties and obligations of the Transferee Company, and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. It is clarified that in so far as the assets of the Transferor Company are concerned, the security or charge over such assets or any part thereof, relating to any loans, debentures or borrowing of the



- Transferor Company, shall, without any further act or deed continue to relate to such assets or any part thereof, after the Effective Date and shall not relate to or be available as security in relation to any or any part of the assets of the Transferee Company, save to the extent warranted by the terms of the existing security arrangements to which the Transferor and the Transferee Companies are parties, and consistent with the joint obligations assumed by them under such arrangement.
- (ii) All debentures, bonds, notes or other debt securities of the Transferor Company, whether convertible into equity or otherwise, (the "JGL's Securities"), be and shall become securities of the Transferee Company and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company as if it were the Transferor Company in respect of JGL's Securities so transferred. If JGL's Securities are listed on any stock exchange, the same shall, subject to applicable regulations, be listed on the relevant stock exchange/s, where JGL's Securities were listed on the same terms and conditions unless otherwise modified in accordance with the provisions hereof.
- (iii) Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall be and stand discharged and there shall be no liability in that behalf on either party.
- 3.04 All the properties, leases, estates, assets, rights, titles, interests, licenses, approvals, permissions and authorities etc. as described in Clause 3.01 accrued to and/or acquired by the Transferor Company after the Appointed Date, shall have been and deemed to have accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of the Scheme, pursuant to the provisions of Section 394(2) of the Act and without any further act, instrument or deed, be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the properties, leases, estates, assets, right, title, interests, licenses, approvals, permissions and authorities etc. of the Transferee Company.
- 3.05 All loans raised and utilised and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company after the Appointed Date, shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of the Scheme shall be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed, and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- 3.06 Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- 3.07 Upon the coming into effect of the Scheme, all suits, actions and proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed, as effectually and in the same manner and to the same extent as if the same had been pending and/or arising by or against the Transferee Company.
- 3.08 Upon the coming into effect of the Scheme and subject to the provisions of the Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, licenses and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall, pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed, be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company the Transferee Company had been a party or beneficiary or obligee thereto.
- 3.09 The transfer and vesting of the assets and the liabilities of the Transferor Company in the Transferee Company and the continuance of all contracts or proceedings by or against the Transferee Company in terms of the Scheme shall not affect any contracts or proceedings relating thereto already concluded on or after the Appointed Date.
- 3.10 The Transferee Company may, at any time after the coming into effect of the Scheme, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions.





सत्यमेव जयते

INDIA NON JUDICIAL

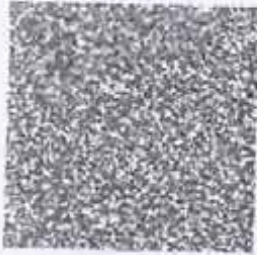
Government of Uttar Pradesh

e-Stamp

CERTIFICATE LOCKED



Certificate No.	: IN-UP03379488974071P
Certificate Issued Date	: 29-Jun-2017 03:45 PM
Account Reference	: SHCIL (FI) upshcli01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0104053544098105P
Purchased by	: INDUSIND BANK LIMITED
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: PLOT NO.B 11, JAYPEE GREENS, G BLOCK, SURAJPUR, KASNA ROAD, GREATER NOIDA
Consideration Price (Rs.)	:
First Party	: JAIPRAKASH ASSOCIATES LIMITED
Second Party	: INDUSIND BANK LIMITED
Stamp Duty Paid By	: INDUSIND BANK LIMITED
Stamp Duty Amount(Rs.)	: 16,55,00,000 (Sixteen Crore Fifty Five Lakh only)



Please write or type below this line



For INDUSIND BANK LTD.

Authorised Signatory

UP 0000619080

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.





### ASSIGNMENT AGREEMENT

Certificate no. : IN-UP03379486974071P

Certificate issue date : June 29, 2017

Property Details : <sup>FAR</sup> Development rights for 1,23,095 square meters of built up area to be constructed on Plot B-11, (9018 square meters approximately) Jaypee Greens, situated in G-Block Surajpur Kasna Road, Greater Noida

Project : Jaypee Greens, Kasna Road, Greater Noida (U.P)

Consideration : Rs 331,00,00,000.00 (Rupees Three Hundred and Thirty One Cores only)


Plot Area : 9018 square meters

Stamp duty payable : 5% of Rs.331,00,00,000/- = Rs.16,55,00,000/-

Stamp duty paid : Rs. 16,55,00,000/- (Rounded off)



For INDUSIND BANK LTD.

  
Authorised Signatory



This Agreement is executed on this Thirtieth(30) day of June, 2017 at Noida, District-  
Gautambudh Nagar, Uttar Pradesh.

**BY AND AMONGST**

**JAIPRAKASH ASSOCIATES LIMITED**(having PAN: AABCB1562A)a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector – 12B, Noida – 201304, U.P. (hereinafter referred to as "JAL"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, assigns, successors and legal representatives, acting through its authorized Signatory Mr. TG Keswanj duly authorized by Power of Attorney dated 18<sup>th</sup> Feb. 2017 to execute this Agreement on behalf of JAL.

AND

**Indusind Bank Limited** (having PAN: AAAC11314G), a Banking Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at 2401, Gen. Thirumayya Road, (Cantonment), Pune-411001, India (hereinafter referred to as the "**Second Party**") which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors, assigns and legal representatives acting through its Authorized Signatory Sh. Shyam Lal Sachdeva duly authorized by a Power of Attorney no 472/2016 dated 17<sup>th</sup> Feb. 2016 to execute this Agreement on behalf of the "**Second Party**".

JAL and the **Second Party** shall individually be referred to as the respective "**Party**" and collectively as the "**Parties**".

**WHEREAS:**

- A. JAL is the lessee of Total Land (as hereinafter defined) and is developing the project Jaypee Greens situated in G-Block Surajpur Kasna Road, Greater Noida ("Project") spread over 452.26 acres of land ("Total Land") which has been earmarked for development of golf course, club house, hotel/resort and for constructing of villas, condominiums, houses for residential purposes, tennis academy and other commercial/institutional use.
- B. JAL is seized and possessed of Total Land measuring 222.42 acres, 215.38 acres and 14.4565 granted by the Greater Noida Industrial Development Authority (hereinafter as the "GNIDA") on leasehold basis vide three separate Lease Deeds viz.,  
**For INDUSIND BANK LTD.**



- (a) (i) Lease Deed dated June 8, 2000 in respect of 222.42 acres of land executed between GNIDA and Mussoorie Hotels Limited (name changed to Jaypee Greens Limited ("JGL") which subsequently merged with JAL) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 246 at pages 1019 - 1052 at Sl. No. 2936-2937 on 08.06.2000 ("Lease Deed 1"); and
- (ii) Lease Deed dated May 18, 2001 in respect of 14.4565 acres of land executed between GNIDA and Jaypee Greens Limited (now JAL) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No.331 at pages 393 - 428 at Sl. No. 3178 - 3179 on 18.05.2001 ("Lease Deed 2"); and
- (b) Lease Deed dated June 8, 2000 in respect of 215.38 acres of land executed between GNIDA and Mussoorie Hotels Limited (name changed to JGL which subsequently merged with JAL) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 246 at pages 1053 - 1086 at Sl. No.2938 - 2939 on 08.06.2000 ("Lease Deed 3").

(hereinafter individually referred to as the "Lease Deed" and collectively referred to as the "Lease Deeds")

- C. The Project for the purpose of development has been earmarked into Land 1 and Land 2. Land transferred through Lease Deeds as at (a) above are hereinafter referred to as "Land 1" and land transferred through Lease Deed at (b) above is hereinafter referred to as Land 2.
- D. Lease Deed 1 and Lease Deed 3 were executed by GNIDA in favour of Mussoorie Hotels Limited. Thereafter, the name of Mussoorie Hotels Limited was changed to JGL with effect from September 14, 2000. Post the name change, JGL was merged with JAL by virtue of the order dated August 8, 2006 passed by the High Court of Judicature at Allahabad in the Company Petition No. 24 of 2006.
- E. JAL has prepared layout plan and other plans for the development of the Land 1, which were approved by GNIDA vide letter no. PLG/(BP)/907'S'/REC/OPA-5578 dated 14.08.2012, valid for a period of 5 (five) years i.e. till 13.08.2017 "Development



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- F. As per the Development Plan, out of the said Land 1, land admeasuring 193.86 acres of land has been earmarked for its development as golf course, club and attendant facilities and the balance area of 43.02 acres (hereinafter referred to as the "Subject Land") has been earmarked for development of residential and commercial component.
- G. As per the Development Plan, Plot 8-11, admeasuring 9018 square meters approximately (hereinafter referred to as "Development Land") (as described and marked in Annexure I attached hereto and its location as described and marked in Annexure II attached hereto) has been earmarked for development of condominium apartments having a ground coverage of 7,500 square meters with maximum height of 160 meters with a total sanctioned covered area of 1,23,095 square meters to be counted towards FAR and to be utilized for development of units.
- H. JAL is in the process of development of the Land 1 including the Development Lands per the Development Plan and has already developed some types of residential, commercial, institutional and recreational properties on the Subject Land and is entitled to develop more residential, commercial, institutional and recreational properties based on the Floor Area Ratio ("FAR") as permitted to it and as per other applicable building regulations of GNIDA.
- I. JAL desires to assign its Development Rights (as hereinafter defined) over the Development Land for 1,23,095 square meters of built up area to be counted towards FAR (hereinafter referred to as "FAR Area") within the demarcated Plot in the Subject Land to a suitable party for development of a residential group housing project.
- J. JAL has offered the Second Party that in lieu of part discharge of the liabilities of the JAL towards the Second Party, to an extent of Rs 226,08,00,000.00 (Rupees Two Hundred Twenty Six Crores and Eight Lacs only) ("hereinafter called Outstanding Dues") and TDS of Rs 3,31,00,000 (Rs Three Crores Thirty One lacs only) and payment of Rs 101,61,00,000.00 (Rupees One Hundred One Crores and Sixty One Lacs only) to JAL, JAL shall transfer and assign all its Development Rights of the FAR Area in favour of Second Party for a total consideration of Rupees Rs 331,00,00,000.00 (Rupees Three Hundred and Thirty One Cores only) inclusive of TDS ("Consideration") to JAL. The Consideration as mentioned herein above has been considered by JAL as sufficient and adequate for the assignment of Development Rights in the FAR Area without any demurrer whatsoever. It is further agreed to between the parties hereto that



the Consideration shall be considered to be paid by the **Second Party** by way of adjustment by **Second Party** towards the outstanding amounts owed by **JAL** on the date of execution of this Deed under any of the Loans to the **Second Party**, (**Outstanding Dues**), on the terms and conditions stated hereinafter.

K. On the request of the **Second Party** and for the Consideration payable by the **Second Party** to **JAL**, **JAL** in the manner agreed between the Parties as provided herein has agreed to assign the **Development Rights** of FAR area (out of its entitlement as per the **Development Plans**), in favour of the **Second Party**. The assignment of **Development Rights** of FAR Area permits the **Second Party** to carry out the construction and development of residential group housing project ('**Group Housing Project**'), on mutually agreed terms and conditions as contained in this Agreement.

L. **JAL** has represented, assured, warranted and confirmed to the **Second Party** that:

(i) **JAL** is the owner of the leasehold rights in the **Total Land** and is in vacant possession of the **Development Land**, which is earmarked for use as residential group housing and **JAL** is legally competent to assign the **Development Rights** in the **FAR Area** and to execute this Agreement giving all the **Development Rights** in the **FAR Area** exclusively to the **Second Party** and that the **Second Party**, upon performance of the covenants herein contained, shall be entitled to peaceably and quietly hold and enjoy the **Development Rights** and carry out the construction of the residential **Group Housing Project**, transfer, assign, sell its **Development Rights** as per terms of this Agreement and Applicable Laws, by utilizing the **FAR Area** over the **Development Land** without any interruption, disturbance, claims or demands by **JAL** or by any person/s claiming for and on behalf of **JAL** subject to the terms of this Agreement.

(ii) **JAL** shall, subject to the terms mentioned herein, grant consents, permissions, no objections etc. from time to time in respect of the **FAR Area** as may be required by the **Second Party** for developing the **FAR Area** as per applicable layout plan of Land 1, and building plans of **Development Land** (as may be sanctioned by **GNIDA**) sanctioned as per rules & building regulations of **GNIDA**.

(iii) The **Development Land** and **FAR Area** is free from all encumbrances, mortgages, liens, charges, pledges, security, assignment, privileges or priority of any nature having the effect of security or other such obligations, acquisition, injunctions, attachments, hypothecation/s etc., disputes, encroachments,





litigation, injunction, attachment in the decree of any court, stay order or equitable mortgage, will, trust, exchange, lease, claims, subsisting agreements (in favour of any person, body corporate, firm, association of persons, trust, society etc.) or any other charges of any nature whatsoever.

(iv) The payment of premium amount of the Total Land has already been made by JAL to GNIDA and annual prevailing lease rent for the Total Land payable to GNIDA is the obligation of the JAL and the Second Party shall not be liable on this account.

(v) There are no dues or demands pending in respect of the Total Land including the Development Land and all costs, charges, rents, premiums, etc. in respect of the said Total Land including the Development Land have been fully paid as on date by JAL.

(vi) There is no legal impediment in entering into this Agreement and development of FAR Area on the Development Land.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. DEFINITIONS**

The following expressions shall unless repugnant to the context or subject, have the meanings hereunder respectively assigned to them;

(a) "Additional Area" shall mean and include the area, which is not counted towards FAR (Non-FAR Area and other area constructible in addition to FAR Area) on the Development Land, as permissible under building regulations of GNIDA.

(b) "Applicable Law" or "Law" shall mean any statute, law, regulation, ordinance, code, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, by any Governmental Authority having jurisdiction over the Development Land.



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(c) "Assign" shall mean and include the assignment, transfer, conveyance, dispose off, sale etc. of the Development Rights in FAR Area over the Development Land.

(d) "Common Areas & Facilities" shall mean all common areas, facilities and common services meant for common use such as internal roads, parks, gardens, walking areas, playground, entry gate, security rooms etc. and other open areas, installations for common facilities or services provided by the **Second Party** in and around the buildings within the Development Land.

(e) "Development Rights" shall have the meaning as ascribed to it in Clause 2.4.

(f) "Golf Course, Club, Attendant Facilities" shall mean the membership and facilities of golf course, club, hotel etc. to be provided by JAL to unit holders on payment of membership fee as is prevalent at the time of allotment of units by the Second Party or subsequent assignees, transferees etc.

(g) "**Government Authority**" shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any court, tribunal, arbitral or judicial body, land acquisition department, local corporation and includes GNIDA:

(h) "FAR Area" shall have the meaning ascribed to in Recital herein.

✱ ✱ ✱  
(i) "Shared Areas & Facilities" shall mean the colony level areas and facilities within Subject Land for common use including roads, parks, gardens, play grounds, sitting areas, jogging tracks, strolling parks, pathways, worship places, security services including police stations, police posts etc., firefighting services, designated parking areas for visitors, bus stands/stops, taxi stand, plantations and trees, landscaping, sewerage lines, drainages, water lines/mains, STP, power receiving sub-stations(s), DG electrical sub-station(s), water storage, filtration & distribution system etc. but outside the Development Land and other residential (plotted or group housing), commercial, (institutional sub-projects and also outside any other sub-projects in the nature of profit centers - either already developed or to be developed within the Subject Land. **Shared Area & Facilities** shall not include Golf Course, Club, Attendant Facilities.





2. Assignment of Development Rights

2.1 JAL in consideration of discharge of the Outstanding Dues, TDS payment and below stated payment hereby transfer, conveys and assigns the Development Rights to the Second Party in respect of the FAR Area on the Development Land and the Second Party accepts the same for the Consideration i.e. ₹ 331,00,00,000.00 (Rupees Three Hundred and Thirty One Crores only) payable as per terms of this Agreement inclusive of payment of Rupees 3,31,00,000.00 towards TDS by the Second Party. JAL admits and acknowledges receipt of below payment.

S.No.	Mode of Payment	Dated	Amount ( ₹ )
1.	Fund transfer to JAL current account bearing account number 200007032611 with Industnd Bank	30 <sup>th</sup> June, 2017	Rs 101.61 crs (Rupees One Hundred One Crores and Sixty One Lacs only)
		Total	.. 101,61,00,000.00

Further, the assignment of FAR Area to the Second Party is the maximum FAR Area permissible to the Second Party and any increase in the permissible FAR in the Subject Land by GNIDA or any other authority at any point of time shall have no corresponding increase in the FAR Area assigned to the Second Party under this Agreement. JAL shall be free to use any such increased FAR in such manner, as it deems fit and proper, without any right, entitlement, claim of the Second Party on such increased FAR. However, any shortfall in utilization of the assigned FAR Area by the Second Party shall be to the account of the Second Party and shall have no impact on the agreed Consideration and the Parties hereby agree that JAL shall have no right to use such unutilized FAR Area.

JAL admits and acknowledges the receipt of the aforesaid amount from the Second Party towards payment of the entire full and final Consideration. JAL shall not, hereinafter, make any claim from the Second Party towards the consideration of the **Development Rights**.

The Second Party shall have right to Assign all its rights to any person / developer without any consent of JAL and JAL shall provide full co-operation and



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assistance in this regard. Second Party shall be entitled to carry out the development by engaging the services of any person/developer without any further consent from JAL and/or utilize the premises for its own use and/or can Assign the Development Rights to any person and shall be entitled to receive proceeds thereof in its own account, subject to the provisions of Banking Regulation Act, 1949.

2.2 The **Second Party** shall be entitled to utilize the maximum built up area as is permissible against the maximum FAR Area and not develop/construct the built up area to be counted towards FAR which is more than 1,23,095 sq.mtr. It is clarified that even if due to any direction of GNIDA, the built up area permissible and counted towards FAR is more than 1,23,095 sq.mtr., then the Second Party shall be required to amend the building plans in such a manner that it reflects the maximum FAR Area of 1,23,095 sq. mtr.

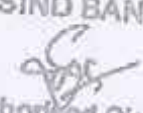
2.3 In the event it is found that at the time of the completion of the Group Housing Project or on part completion that the built up area to be counted towards FAR is more than the FAR of 1,23,095 sq.mtrs., the Second Party or subsequent assignee shall be liable to restrict the construction to FAR Area of 1,23,095 sq. mtr.

2.4 The Second Party shall be entitled to develop Group Housing Project on the Development Land by utilizing the FAR Area and Additional Area which includes development of Common Areas and Facilities, parking spaces, services, amenities, fittings, fixtures and enjoy all rights, privileges and benefits arising therefrom, including but not limited to exclusive right to/for:

- (i) enter upon the Development Land without any hindrance and with rights and liberty of ingress and egress;
- (ii) appear before the appropriate authority (ies) to pursue necessary applications, permissions, approvals etc., relating to the Group Housing Project;
- (iii) marketing and branding of the Group Housing Project as per clause 10.1
- (iv) undertake designing, constructing and carrying out all ancillary activities relating to the Group Housing Project;



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- (v) booking, allotment, renting, license, transfer, nomination, substitution etc., of the units / flats in the Group Housing Project and enter into agreements, contracts etc., with third parties for the same and receive in its name all revenues, receivables and consideration for the same and other facilities and amenities over the **Development Land**. JAL shall have no right/claim of any nature whatsoever in such revenues, receivables and consideration and same shall accrue to the sole benefit of **Second Party**;
- (vi) to cause JAL to execute a registered general power of attorney ("GPA") in favour of Second Party or any of its nominee/assigns etc. for the specific purpose of development of the Group Housing Project and for sub-lease of impartible and undivided share / rights in the **Development Land** on behalf of JAL, as per Clause 10.5;
- (vii) manage and maintain the Group Housing Project and **Common Areas and Facilities** in the Group Housing Project as per Applicable Laws;
- (viii) to enter into tri-partite agreements with financial institution and apartment buyers for housing loans. JAL hereby agrees that it will extend all help and assistance, co-operation to the Second Party, if any required without being held responsible for any approvals / any of the agreements with respect to the **Development Land**, without claiming any extra expense and shall also issue NOC(s) to the **Second Party**. In case JAL is required to incur any expenses for the same, they will be reimbursed by the Second Party subject to specific prior approval from Second Party.
- (ix) to finalize and execute the booking forms, allotment letters, space buyer agreements with the customers;
- (x) to decide on the pricing of the units and other facilities and amenities developed by the **Second Party** over the **Development Land**;
- (xi) to appoint third party contractors for carrying out development works;
- (xii) to levy appropriate administrative charges in case of transfer of units by the customers; and



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(xiii) generally do all other acts, deeds and things as per the terms of this Agreement as may be required for exercising development rights. (hereinafter collectively referred to as the "Development Rights")

2.5 The Second Party has inspected and satisfied itself regarding the Development Land. The Second Party shall be entitled to develop the FAR Area along with the Additional Area for residential Group Housing Project on the Development Land and execute all decisions relating to and in connection with development and construction of the Group Housing Project as per the terms of this Agreement.

2.6 The Second Party shall have full right to Assign the Development Rights and the FAR Area with respect to the Development Land at any time, to any person as per Applicable Laws. The Second Party shall be entitled to transfer the Development Rights without seeking any permission from JAL within the terms of this Agreement and on payment of transfer charges, if any, to any Government Authority. The Second Party or its subsequent transferees, assigns etc. for all such transfers shall follow the procedure, as may be specified by the concerned Government Authority before executing any subsequent assignment/transfer agreement and such transfers shall always be subject to the Applicable Laws, byelaws, regulations etc. including payment of applicable charges, duties, taxes, levies etc. payable to any authority /body/agency as the case may be. The Second Party or its subsequent transferees, assigns etc. as the case may be shall notify to the JAL and if required to any other Government Authority as applicable the details of such subsequent assignment/transfer agreement and provide copies of such transfer/assignment agreements to the GNIDA and JAL or any other authority as may be specified by Applicable Law. It is further agreed to between the parties hereto that the transfer of the Development Rights to the Second Party by JAL shall not be construed as first sale of residential and commercial area in any manner whatsoever (as mentioned in the sub clause (o) of Clause 2 of the Lease Deed 1 and Lease Deed 2) and accordingly, no transfer charges of any nature whatsoever shall be levied in this regard by JAL or GNIDA. It is further agreed to between the parties hereto that in case the Development Rights are further transferred by the Second Party and/or the nominee of the Second Party, as the case may be, in favour of any third party in future, then in such an event as well, the transfer of Development Rights would not be construed as first sale as per the existing policy of GNIDA. JAL agrees, confirms and assures that transfer charges, if any, made applicable on the transaction envisaged in this Agreement, on the basis of existing policy or notification of GNIDA, shall be paid by JAL.



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However, in a scenario wherein GNIDA notifies and/or introduces a policy which makes transfer charges applicable in future on the transaction contemplated herein under this Agreement, the same shall be paid by the Second Party. It is further agreed to between the Parties that similarly in case of subsequent transfer of Development Rights in future by Second Party to any third party, if GNIDA levies any transfer charges on account of some new policy and/or notification, which is not prevalent as on date, the same shall be paid by the **Second Party** and/or subsequent transferee.

2.7 This Agreement shall not be construed in any manner as conveying sub-lease / ownership rights in the Development Land to the Second Party. However, the Second Party shall have the right to cause JAL to execute sub-lease of impartible and undivided share / rights in the Development Land beneath the building(s) / tower(s) thereon, as per Clause 10.5. It is hereby clarified that the structure developed by the Second Party over the Development Land shall always belong to the Second Party unless same has been conveyed/sub-leased to unit owners.

2.8 The Second Party or its subsequent transferees, assigns etc. shall be entitled to raise finance, if it so desires, from Banks/Financial Institutions on the basis of Development Rights in the FAR Area over the Development Land and receivables of the Group Housing Project and create charge / security on the Group Housing Project only for developing the residential Group Housing Project. Further, in order to raise financing for development of the Development Land by the Second Party or its subsequent transferees, assigns etc., it may become imperative to create a charge on the Development Land in addition to the Development Rights due to the terms & conditions of the bank or financial institution. In such an event only, on the request of the Second Party or its subsequent transferees, assigns etc. and subject to the Second Party or its subsequent transferees, assigns etc. submitting a copy of the said terms & conditions of the bank/ Financial Institution, JAL shall agree to create a charge/security on the Development Land at Second Party's cost, in order to enable the Second Party or its subsequent transferees, assigns etc. to raise finance from banks and/or other financial institutions only for the purpose of development on the Development Land. The creation of charges/security on the Development Land shall not be unnecessarily withheld or delayed by JAL. However, it is hereby clarified that the obligation to pay any amount including but not limited to any fee, charges, installments, penalties, interest etc. to any bank, financial institution on or in relation to the mortgage loan to develop the said Development Land ("Financial Assistance")



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shall be the sole obligation of the Second Party or its subsequent transferees, assigns etc. and JAL shall not be liable or obligated in this regard in any manner whatsoever. However, in the event JAL creates a charge on the Development Land on the request of the Second Party or its subsequent transferees, assigns etc. then this Agreement shall be read with the Indenture of Mortgage so executed by JAL and Second Party or its subsequent transferees, assigns etc. with the lender/s.

- 2.9 In the event of creation of charge/security on the Development Land as per Clause 2.8, JAL, on the request in writing of the Second Party, shall render assistance to the Second Party in providing it the copies of the Lease Deeds relating to the Development Land and inspection of original Lease Deeds relating to the Development Land, to enable the Second Party to mortgage / create security.
- 2.10 JAL agrees and undertakes that the Development Rights are now assigned fully in favour of the Second Party and JAL shall not have any right to enter into any agreement, arrangement, MOU etc., of any nature whatsoever, with any other person in respect of the Development Rights in the Development Land or alienate or create in any manner any encumbrance on the Development Land except as provided in Clause 2.8.
- 2.11 JAL further agrees and represents to the Second Party that, it shall keep Development Plan valid and subsisting during the validity or any extensions (as the case may) of the building plans in the Development Land at its sole cost and expense, and comply with Applicable Laws, permissions, approvals, NOC, sanctions etc., in respect of Land 1, so that the Development Rights for the construction and development of the Group Housing Project on the Development Land by the Second Party is not adversely affected. Further the FAR area to be developed on the Development Land is considering the total FAR area being developed in the Subject Land and shall continue to be applicable and JAL shall not make any steps to separate the Development Land from the Subject Land.
- 2.12 JAL further represents, covenants and warrants that:
- (a) JAL has the full right and authority to execute this Agreement and to transfer the Development Rights to the Second Party and that the Second Party upon performance of the covenants herein contained, shall fully hold peaceful, unnumbered possession of the Development Rights without any interruption.





disturbance, claims or demands by the JAL or by any person/s claiming for and on behalf of the JAL.

- (b) JAL has taken and obtained all the necessary permission, sanctions, approvals, applicable permits, as required, from regulatory bodies, government authorities, societies, wherever is applicable, for entering into this Agreement and perform all the obligations as set out in this Agreement. JAL further agrees to keep all the sanctions, approvals permits etc. valid and subsisting at its own cost and expense.
- (c) The Development Land and FAR Areas 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 except those which are in the favor of Second Party. JAL further undertakes, affirms, confirm and assure that the Development Rights over the Development Land has not been granted by JAL to any third party prior to execution of this Agreement.
- (e) JAL has not/ shall not do, omit or suffer to be done anything whereby the Development Rights granted in favour of the Second Party in the Development Land and FAR Area are voided, forfeited, extinguished or prejudicially affected in any manner whatsoever. JAL shall have no right to assign, transfer, sell, create any encumbrance, mortgage over the Development Land in favour of any third party, except as otherwise agreed to in this Agreement, in any manner whatsoever.
- (f) JAL hereby represents and warrants that there does not exist any permanent or temporary structure of any kind whatsoever with respect to the Development Land. JAL further agrees that in case there is any permanent or temporary structure exists, the same shall be demolished/ removed at its own cost and expense before handing over the unencumbered and peaceful possession of the Development Land & FAR Area to the Second Party and/or its nominee, as the case may be.
- (g) JAL hereby represents and warrants that there does not exist any issue pertaining to the land acquisition or any enhanced compensation on the



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date of signing this agreement with respect to the Total Land including the Development Land & FAR Area.

- (h) JAL shall defend its rights, title and interest in the Development Rights, Development Land and FAR Area and in case of any claims, disturbance, demands by the any person claiming for and on behalf of the JAL and/ or any other person claiming any right, title interest with respect to the Development Rights, Development Land, FAR Area, then in such an event upon notification of the same by the Second Party and/ or its nominee, subsequent assignee, as the case may be to JAL, then in such an event JAL immediately and forthwith shall be liable for rectifying the default and shall keep the Second Party and/ or its nominee, subsequent transferee, indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason, which they may suffer by reason of any claim for any defect in title, enjoyment or possession with respect to the Development Rights, Development Land & FAR Area.
- (i) JAL has represented and warranted that it is in compliance with all terms and conditions of the Lease Deeds and is not in violation of any term or condition which would affect the right, title or interest of the Second Party in relation to the Development Rights.
- (j) The payment of premium amount of the Total Land including the Development Land & FAR Area including all applicable charges have already been made by JAL to GNIDA and nothing remains outstanding. However, the parties further agree that any outstanding amount (as on date) towards any charges, taxes of whatsoever nature or any other payment in relation to the Development Land and FAR Area including any penalty or other monies shall be the sole responsibility of JAL and JAL shall pay the same upon notification by the Second Party and/ or the nominee(s) of the Second Party, subsequent transferee to JAL regarding any such demand. Any taxes / charges of whatsoever nature subsequent to the date of assignment of Development Rights shall be the obligation of Second Party provided it does not relate to period prior to execution of this Agreement.
- (k) JAL hereby agrees, assures and undertakes that it has complied with all the Applicable Laws in relation to the Total Land/Project including without limitation the labor laws, environmental laws and all other Applicable Laws.





JAL has taken and obtained all the necessary permissions, sanctions, approvals, applicable permits, as required, from regulatory bodies, government authorities, wherever is applicable, for the development of the Project over the Total Land and assures, confirms, agree and undertake to perform all the obligations as set out in the said permissions, sanctions, approvals, applicable permits etc. JAL further agrees to keep all the sanctions, approvals permits etc. valid and subsisting at its own cost and expense. Further, JAL hereby agrees to indemnify and hold harmless the Second Party and/or the subsequent transferee(s) in case of any non-compliance by JAL with respect to the Applicable Laws and as a result whereof, the Second Party, its nominee(s) and/ or the subsequent transferee(s), if any, is prevented from using the Development Land and FAR Area in any manner whatsoever. Any general approval applicable to Total Land which includes Development Land shall be the responsibility of JAL. Any specific permission and approval for exercising the development rights on Development Land under any Applicable Laws shall have to be complied by the Second Party post execution of this Agreement.

- (i). JAL has represented that, no proceedings are pending against JAL under Income Tax Act, 1961 or any other law which may result in invalidation of the present Agreement in favour of the Second Party nor is there any provisional attachment from the Income Tax Authority or any other authority for assessment or re-assessment of any income or otherwise. JAL has obtained a certificate dated \_\_\_\_\_ from its statutory auditors stating therein that the Development Land is shown as stock in trade in their books and as such certificate under section 281(1)(ii) of the Income Tax Act, 1961 from the concerned Assessing Officer is not required. JAL has assured the Sub Lessee that all taxes, charges, rents, demands, claims, revenue, cesses, penalties and all other dues and outstanding towards any authority and, or, any other entity in respect of the Development Land have been paid in full as of the date of this Agreement. In the event any amounts are found to be due till the date of the execution of the Agreement, the same shall be the sole responsibility of JAL irrespective of when the bill or notice for such payment has been issued or received. JAL shall submit all the receipts to the Second Party and shall keep the Second Party indemnified against any claim, demand, penalty that may arise on the Development Land & FAR Area in respect of the period leading up to the execution of the Agreement. Upon execution of the Agreement, JAL makes and agrees to keep and hold the Second Party, its



nominee(s), if any indemnified and harmless at all times from any and all liabilities, demands, losses and consequences arising from any and all such non-payments, delayed payment, attachment, disturbance of possession, notice, order, litigation, etc.

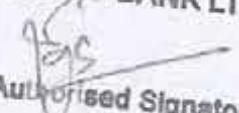
- (m) JAL hereby represents that the Second Party shall be entitled to Assign the Development Rights with respect to the Development Land and the FAR Areato any subsequent assignee/ third party without any restriction of any nature whatsoever. JAL shall have no objection and shall not have any right to object or claim any right in this regard. JAL further assures that it shall extend its co-operation and assistance to the Second Party and/ or the subsequent assignee and agrees to execute the requisite documentation in this regard, if required without any extra cost/ compensation in this regard.
- (n) JAL further has represents that, no proceedings for liquidation or winding up are threatened or pending against JAL under The Companies Act, 1956 (as amended from time to time)which may invalidate the transfer of Development Rights contemplated in this Agreement.
- (o) JAL shall provide and continue to provide all co-operation and assistance for transfer of undivided interest in the land over which Development Rights are being assigned

2.13 Nothing contained in this Agreement shall be construed to provide the **Second Party**with the right to prevent JALfrom:

- (i) Constructing or continuing with the construction of the other buildings, independent houses, apartments or other structures and services in the **Subject Land**;
- (ii) Putting up additional constructions, residential, commercial or of any other kind on the **Subject Land**, except in the **Development Land**, without affecting the common roads in the immediate periphery of the **Development Land**.
- (iii) Amending / altering the **Development Plan** without affecting the entry to and exit from the **Development Land** and right of the **Second Party** with respect to the FAR



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Provided the same shall not in any manner affect the FAR Area, Development Rights, building plans, usage and area of Development Land in any manner whatsoever.

2.14 Aforementioned transaction has been carried out in consonance with the provisions of the Banking Regulation Act, 1949 considering Second Party being a Bank.

**3. Consideration, Payment, Taxes and Duties, Termination etc.**

3.1 The total Consideration for assignment of Development Rights in the FAR Area in the Development Land by JAL to the Second Party has been agreed amongst the Parties as per clause 2.1 of this Agreement.

3.2 Apart from the Consideration agreed to in the Agreement, no amount of whatsoever nature is due to JAL by the Second Party and no additional amount beyond the total Consideration shall be payable by the Second Party to JAL for any Additional Area as may be permitted under the applicable rules and regulations of GNIDA.

3.3 JAL hereby represents that currently there is no demand towards External Development Charges (hereinafter referred to as 'EDC') by GNIDA in respect of the Total Land. However, in case of fresh levy towards EDC on the Total Land by GNIDA in future, Second Party's share of such EDC shall be determined and payable on pro rata basis to the overall development of the Project.

3.4 All taxes, levies, duties, stamp duty, registration charges, service tax, if any, payable on assignment of Development Rights under this Agreement on registration or in future will be borne by the JAL without any liability on the Second Party. In case, a tax or duty is levied in future on this Agreement, the same will be payable with interest, related expenses etc. by JAL within 15 (fifteen) days of demand raised by relevant authority. However, the respective Parties shall be liable for any income tax as may be applicable on their respective incomes arising pursuant to transaction contemplated herein.

3.5 The Second Party shall pay its share of all taxes (including municipal taxes), duties and other charges, if any, that may be levied in future by GNIDA or any local or other authority of Central or State Government in respect of the Development Land after the date of execution of this Agreement as computed by JAL. The share of such taxes,



duties and other charges for the **Development Land** will be computed by the **JAL** by first determining the same for the **Total Land**, and then apportioning it on the **Development Land** proportionately on the basis of **FAR Area** of the **Development Land** and total **FAR Area** of the **Total Land**. Such payment shall be made by the **Second Party** to **JAL** or the relevant authority, as the case may be, on demand within the period as may be specified therein, failing which it will be treated as default on the part of the **Second Party**. However, any past demand, prior to execution of this Agreement with respect to any tax on the **Development Land** and the **FAR Area** shall be solely to the account of **JAL**. **JAL** agrees to indemnify and hold harmless the **Second Party** and/ or the subsequent assignee, as the case may be in this regard.

3.6 The **Second Party** shall pay all taxes (including municipal taxes), duties and other charges levied or to be levied in future by **GNIDA** or any local or other authority of Central or State Government in respect of the buildings/apartments/facilities or any other development in the **FAR Area** assigned under this Agreement without any liability on **JAL**. The **Second Party** alone shall be entitled to charge and/or recover such taxes, duties and other charges from prospective allottees, buyers and transferees of units in the **Group Housing Project**. However, any past demand, prior to execution of this Agreement with respect to any tax on the **Development Land** and the **FAR Area** shall be solely to the account of **JAL**. **JAL** agrees to indemnify and hold harmless the **Second Party** and/ or the subsequent assignee, as the case may be in this regard.

3.7 Notwithstanding anything contained herein, in the event **Development Rights** granted in favour of the **Second Party** in the **FAR Area** over the **Development Land** are avoided, forfeited, extinguished or prejudicially affected in any manner whatsoever, or the **Development Rights** are affected on account of **Applicable Law / rule or regulation or policy** of the **State Government** or the **Central Government**, or any other relevant authority which can be attributed to non action, non-compliance of relevant laws by **JAL**, **JAL** shall defend and hold harmless the **Second Party** rights, title and interest in the **Development Rights** and shall keep the **Second Party** indemnified and hold it harmless against all claims, costs, expenses which the **Second Party** may suffer, due to any forfeiture, extinguishment of **Development Rights**.

#### 4. **Possession and Access to the Development Land**

4.1 **JAL**, to enable the **Second Party** to exercise its **Development Rights**, shall hand over the vacant, physical, unencumbered possession and occupation of the





**Development Land**(together with privileges, rights and easements) to the **Second Party**simultaneously with registration of this Agreement days from payment of total Consideration in accordance with the terms of this Agreement, failing which the **Second Party** shall be deemed to be in physical possession of the **Development Land**.

- 4.2 Simultaneous to the execution of this Agreement, JAL will also provide a Standard Operating Procedure (hereinafter referred to as "SOP") to the **Second Party** to facilitate smooth construction work. The said SOP including the guidelines relating to basement and podium is detailed and attached as Annexure - III.
- 4.3 The **Second Party** shall adhere to the said **SOP** and the guidelines contained therein. However, the SOP shall have to be in consonance with the Applicable Law, rules and regulations for the time being in force. In case of any ambiguity between SOP and the rules, regulations so framed by the competent authority with respect to the construction, the **Second Party** shall follow the rules and regulations so framed by the competent authority in this regard. In such an event, the **Second Party** shall not be liable to follow the SOP and JAL shall have no objection in this regard.

5. Drawings and Plans

5.1 The **Second Party** shall prepare and submit to GNIDA all architectural plans (namely layout plan, building plans, floor plans, unit plans, area statement sheet etc.) for carrying out development in the **Development Land**. The said plans shall be prepared by the **Second Party** in accordance with rules and regulations and building bye-laws of GNIDA and the said plans shall be approved in the name of JAL.

5.2 JAL, if so required, at the request in writing of the **Second Party** will submit to GNIDA the said architectural plans for the **Development Land**. The **Second Party** shall carry out all revisions and/or modifications as required by GNIDA within the stipulated time and at its cost and responsibility. The **Second Party** shall launch the Residential Group Housing Project only after receipt of requisite approval of the architectural building plans from GNIDA.

5.3 The **Second Party** shall comply with all the applicable rules and regulations of GNIDA and other authorities and shall ensure that the plans and drawings for the development on the **Development Land** are within the parameters of overall land use plan, layout plan, approvals / sanctions / permissions / clearances obtained by JAL in respect of the development of Land 1.



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5.4 The Second Party shall accept variations, deletions, additions, alterations, modifications in the Development Plans in accordance with the requirement of GNIDA which may involve changes, including change in the surroundings of the Development Land, change in the number and height of the surrounding buildings, change in the nature of usage of the surrounding buildings etc. on the Total Land and the Second Party shall be bound by such variations, deletions, additions, alterations and modifications etc. provided it do not result in any change in the (i) location and area of Development Land, common / adjacent roads in the periphery of the Development Land, (ii) entry to and exit from the Development Land, (iii) building plans, usage and area of the Development Land and (iv) the FAR Area assigned under this Agreement.

6. Permissions, Approvals, Clearances etc.

✓ 6.1 Subject to Clause 6.3, it shall be the responsibility of the Second Party to take all required approvals, permits, licenses, sanctions, clearances etc., in the name of the 'Second Party and/ or its nominee(s), care of JAL' itself as may be required for development with respect to Group Housing Project at its own cost without any liability on JAL.

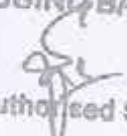
✓ 6.2 It is clarified that without in anyway mitigating or relieving the Second Party of its sole obligation and responsibility to obtain all approvals, permits, licenses, sanctions, clearances etc. JAL, at the request of Second Party, shall provide reasonable assistance to the Second Party for pursuing and obtaining the approvals, permits, licenses, sanctions, clearances relating to Development Land for development of the Group Housing Project. JAL shall not claim any additional compensation in this regard from the Second Party and/or its nominee(s), subsequent assignee(s), if any.

✓ 6.3 JAL, at the request of Second Party, shall provide requisite authorization(s) as may be required by the Second Party for applying, pursuing and obtaining the approvals, permits, licenses, sanctions, clearances etc., in respect of development of the Group Housing Project and for exercising the Development Rights.

6.4 The Second Party shall strictly adhere to and comply with the conditions mentioned in the approvals, permits, licenses, sanctions and clearances in respect of Group Housing Project and JAL shall not be liable for any violation or non-compliance of the same.



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7. Quality of Construction, Safety and Compliances of Laws

7.1 Pursuant to the execution of this Agreement, the responsibility towards the quality of construction and more specifically development in the **Development Land** shall be that of the **Second Party**; and **JAL** shall not be liable for the same.

7.2 The development in the **Development Land** as per land use shall be residential (and any commercial component that may be allowed for development of Group Housing Project), for group housing development, as per the **Development Plans** as revised from time to time and the **Second Party** shall adhere to the same. Further, the **Second Party** shall be entitled to carry out the residential development including units and common areas and facilities for the purchasers/users of residential space/units in the **Development Land** as permitted by the **GNIDA** and Applicable Laws, rules, building regulations, adhering to:-

- (i) Standards and Specifications laid down in the building regulations and other regulations of **GNIDA**/relevant Indian Standards/National Building Code, 2005 etc.
- (ii) Applicable master plans and rules & regulations of **GNIDA** and other relevant authorities.
- (iii) Government policies and relevant codes of BIS/IS relating to disaster management in land use planning and construction work.
- (iv) All other applicable and relevant laws, including but not limited to labour and environmental laws.

7.3 The **Second Party** shall abide by the provisions of Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act 2010 and Real Estate (Regulation) Act 2016 (RERA) in particular and generally of all laws, rules, regulations and bye-laws governing the commencement, execution, carrying out, completion of the development, sale of apartments, maintenance of Common Areas & Facilities, formation of Apartment Owners Association etc., as applicable to the development of the **Development Land** and shall attend to, answer and be solely responsible and liable for any deviations, violations and / or breaches of any laws, regulations, rules etc.



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- 7.4 The Second Party shall permit the members, officers and representatives of JAL/GNIDA and workmen and other persons employed by JAL/GNIDA at all reasonable time of the day with at least 48 hours prior written notice to enter into the Development Land and buildings to be or being erected thereupon in order to inspect the Development Land and buildings erected thereon.
- 7.5 The Second Party shall at all times make it clear to its agents, third parties and apartment buyers that JAL is not directly associated with the development of the Development Land and/or the quality of construction and standards thereto and is/are not liable to such party or obligated to it in any manner whatsoever.
- 7.6 The assigned right to develop the FAR Area in the Development Land is exclusively for the Second Party and all liabilities and obligations for the Development Land shall remain the sole responsibility of the Second Party.
- 7.7 The Second Party shall be entitled to enter into arrangement / agreement and appoint contractor(s), architect(s), employee(s), labour(s), consultant(s), representative(s), engineer(s), and other requisite person(s)/ service provider(s) for carrying out construction, development and implementation of the Group Housing Project on the Development Land.
- 7.8 GNIDA shall have full right and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the Development Land or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same.
- 7.9 Excavation of earth/soil from the Development Land will be done by Second Party after obtaining the requisite approvals from the relevant authorities. Dewatering of such sub-soil water during the excavation of earth/soil shall be the responsibility of the Second Party. Second Party shall have exclusive right on the excavated earth/soil for its disposal as it deems fit.

8. Essential Services and Right of Way

- 8.1 The Second Party and/ or the subsequent assignee shall have the right to obtain the electricity and water connection from the competent authority at its own cost and expense. However, JAL hereby agrees to execute the requisite documentation in this regard which may be required to be executed in this regard. However, in case the





\* \* \*

Second Party approaches JAL to provide the electricity, water and drainage connection then in such an event JAL shall make necessary arrangements for and provide electricity supply, of water supply, sewage system and drainage system, as a part of Shared Areas & Facilities, similar to those made available to other sub-projects / plots in Jaypee Greens/Project in due course of time at a pre defined single point on the periphery of the Development Land. The Second Party shall be entitled to connect such external services with the Development Land without being required to pay any additional amount in this regard. However, this will not absolve the Second Party from payment of maintenance and replacement charges, electricity and water charges etc., if any as per rates (which shall not be more than the rates so determined by the competent authority) to JAL or designated maintenance agency as the case may be.

8.2 The Second Party shall have a right of way to the roads adjoining the Development Land and shall be entitled to enter upon such roads for the purpose of accessing the Development Land. Second Party shall have a right to put up signages/boards indicating the location of the Development Land in Jaypee Greens as per the mutually agreed locations in the Project.

8.3 The provision of all services including essential services inside the Development Land shall be the responsibility of the Second Party and it shall be responsible for laying and carrying necessary works for the same at its own cost.

8.4 The Second Party shall be responsible for making suitable and adequate arrangements for solid waste management at its own cost.

8.5 The Second Party shall be responsible for arranging electricity and water to meet its requirement during the construction period.

9. Time for construction and Delivery of Apartments

9.1 The Second Party shall plan and complete the development of the Development Land as per the approved plans within a period stipulated in the said approval of building plans for the Group Housing Project from GNDA subject to the terms of this Agreement. Any delay due to acts, commissions or omissions of JAL that may result disruption, interference or delay in progress or completion of the Group Housing Project by the Second Party, if duly notified by the Second Party in writing to JAL within 7 (seven) days of such disruption, interference or delay in progress or completion



of Group Housing Project by the Second Party and which are not rectified by JAL within notice period shall be excluded while calculating the above period.

9.2 The Second Party shall offer the possession of the apartments to its customers as per Applicable Law.

9.3 In the event the Second Party is not able to complete the construction as stipulated in Clause 9.1 then the Second Party shall be entitled to seek extension of the said period from GNIDA, on payment of fee/ charges as levied by GNIDA, if any.

✓ 9.4 The Second Party shall be entitled to construct a temporary or permanent fence /barbed wire etc., around the Development Land as per its requirements. JAL shall have no objection in this regard.

✓ 10. Marketing and Selling/Transferring the developed apartments

10.1 The Second Party may use "Jaypee Greens, situated in G-Block Surajpur Kasna Road, Greater Noida in its address for indicating the specific location of the site and that it is located within the Jaypee Greens situated in G-Block Surajpur Kasna Road, Greater Noida in its brochure, online sales, final definitive documents, promotional and marketing material. However the Second Party is not authorized to use "Jaypee Greens" in any manner, either expressly or impliedly so as to convey an impression that the Group Housing Project developed or being developed by the Second Party is part of the project of Jaypee Group or has been /is being developed, constructed or carried out by Jaypee Group. The Second Party for such limited usage of words "Jaypee Greens" would not be liable to pay any license fee, payment etc. to JAL and or any entity owning the rights to use the words "Jaypee Greens".

10.2 The Second Party shall have the right to determine the name, logo, mark, brand name etc., of the Group Housing Project to be developed on the Development Land and draw up the marketing and promotion scheme, prepare marketing, advertising and promotional materials, including but not limited to brochures, pamphlets, advertisements through electronic media, print media and all other means as decided by the Second Party.

10.3 The Second Party shall not display or exhibit in the Development Land any picture posters, statues, other articles, which are prohibited under the Applicable Law for the time being. The Second Party shall also not display or exhibit any





advertisement or placard in any part of the exterior wall of the buildings, which shall be constructed in the Development Land except at places as may be specified for the purpose by JAL, if so directed by GNIDA or any other Government Authority.

- 10.4 The **Second Party** shall be entitled to offer, market, book, allot and advertise the proposed residential Group Housing Project on the Development Land to third parties without prior consent of JAL.
- 10.5 After execution of this Agreement, the Second Party shall have an unequivocal right to Assign the Development Rights to any subsequent assignee without any objection from JAL in this regard. Post the completion of the building(s)/tower(s) in the Development Land and the Second Party/subsequent assignee obtaining occupancy / completion certificate thereof, Second Party/ subsequent assignee shall have the right to execute the sub-lease deeds/transfer deeds/ assignment deeds and sale of super structure in favour of the allottees / customers of the Second Party/ subsequent assignee on the basis of the GPA executed by JAL in favour of the Second Party. JAL shall grant such allottees / customers impartible and undivided rights up to the period expiring on 7.06.2094 i.e. for the remaining period of lease deed expiring first out of the Lease Deeds of which the Development Land is a part, in the Development Land and such right shall be proportionate to the super area of his/her unit to the total super area of the said building / tower. The Second Party shall be transferring / assigning/ conveying the right, title in the Development Land/ superstructure of the said unit to the assignee/allottee / customer, as the case may be. The assignment in favour of allottees/ customers shall be executed by the Second Party on the basis of GPA executed by JAL in favour of the Second Party. JAL hereby assures, affirms and declares that it shall keep the GPA subsisting and shall not cancel it in any scenario. For this purpose JAL has executed an irrevocable GPA in favour of the Second Party.
- 10.6 The format of the Conveyance Deeds/ assignment deed/ or any other deed/ document to be executed with the assignee(s) allottees/customers of Second Party shall be in consonance with the terms and conditions of the Lease Deeds and this Agreement and in accordance with the requirements/compliances, if any, of GNIDA.
- 10.7 JAL shall not charge any fee for executing any document as per clause 10.5 of this Agreement to the assignee(s), allottee(s) of Group Housing Project developed by the Second Party and/ or the subsequent assignee, as the case may be.



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- 10.8 All charges/fee/ taxes/ stamp duty etc. for executing and registering the assignment deed/ or any other document for assigning the Development Land/ and or any unit shall be payable by the Second Party/ subsequent assignee or its allottees/customers without any liability on JAL.

✓ 11. Maintenance

- 11.1 The Second Party shall, at its own cost, keep the Development Land, the construction raised thereon, partitions, pipes and appurtenances thereto or belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property on or pertaining to the Development Land are not damaged or jeopardized in any manner whatsoever.
- 11.2 The Second Party shall ensure that the Second Party / apartment owners association in the Group Housing Project developed by the Second Party on the Development Land shall enter into a Maintenance Agreement with the JAL or Designated Maintenance Agency (hereinafter referred to as the "DMA") for maintenance of Shared Areas & Facilities in Project/Jaypee Greens situated in G-Block Surajpur Kasna Road, Greater Noida at the time of offer of possession.
- 11.3 In the event GNIDA permits the Subject Land to which the Development Land is a part to be converted into freehold during the subsistence of the Lease Deeds, individual unit owners/sub lessees shall get their impartible and undivided share of land freehold at their own cost and expense. JAL shall have no objection in this regard.
- 11.4 The Second Party and/or the apartment buyers shall pay the maintenance charges including replacement charges, if any, in respect of Shared Areas & Facilities, on pro-rata basis as may be decided by JAL or DMA from time to time. The charges for Shared Areas & Facilities shall commence from the date possession of Development Land is handed over to the Second Party, in respect of such Shared Areas & Facilities as are available for use on the said date and for additional Shared Areas & Facilities from the date these are available for use, as per rates commensurate to other similar projects in Subject Land. It is hereby agreed to between the Parties that the Second Party shall not be liable to pay the Shared Areas & Facilities Charges to JAL and/ or the DMA, as the case may be, till the time the Development Land remains with the Second Party and the Second Party does not develop the Development Land. The Parties further agree that in case the Second Party commences the construction and development of the Development Land, then in such an event, the Shared Areas





and Facilities Charges shall be payable post the expiry of the time period as mentioned in the rules and regulations so framed by GNIDA i.e. time period within which the construction and development of the plot (Development Land in the present case) has to be completed in all respects whatsoever and or the completion of the development, whichever is earlier. It is further agreed to between the Parties hereto that in case rights with respect to the Development Land are further transferred, alienated, assigned in favour of any third party, subsequent assignee, then in such an event the Shared Areas & Facility Charges shall commence from the date wherein the third party takes the possession of the Development Land from the Second Party, provided the Shared & Facilities are available for use by the subsequent transferee(s).

11.5 JAL or DMA shall be entitled to collect all applicable taxes, dues, demands, charges, duties etc. as may be levied by concerned municipal/ governmental authorities including but not limited to GNIDA or any other statutory body on units / area completed in the Group Housing Project, on pro rata basis from the Second Party/ subsequent assignee so long as each unit within the Jaypee Greens situated in G-Block Surajpur Kasna Road, Greater Noida is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc. are collectively levied for the Jaypee Greens situated in G-Block Surajpur Kasna Road, Greater Noida or part thereof by concerned Municipal/ Governmental authorities including but not limited to GNIDA or any other statutory body. As and when the Units in the Group Housing Project on the Development Land are separately assessed to such taxes, duties etc., it shall be the responsibility of the allottee/customer/owner/assignee to pay the same.

11.6 The Second Party shall make its own arrangements for and maintain at its own cost for all civil amenities such as laying of lines for supply of electricity, water supply, sewerage, drainage, internal roads, etc. within the Development Land at its own cost and connect the same with the main system of JAL in respect of services provided by JAL as per Clause 8.1 above and with the main system of the relevant authorities at its own cost. The Second Party /its nominated maintenance agency will manage and maintain the Common Areas and Facilities and other amenities and infrastructure in the Development Land, enter into agreements with allottees / customers/ buyers and charge and collect maintenance charges from occupants/allottees of apartments and other premises in the Development Land, and the Second Party shall comply with the provision of U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.



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11.7 The **Second Party** and/or the apartment buyers shall be charged for receiving supply of services like sewerage and water etc. to the **Development Land** at the rate corresponding to the charges levied by relevant authorities or as applicable for other inhabitants on the basis adopted by the **JAL** or **DMA**. However, **JAL** or **DMA** shall not be responsible for any interruption in water supply and / or electricity and/or its quality, subject to the condition that such interruption is not on account of any omission, commission by the **JAL** or **DMA**, as the case may be. The **Second Party** may, at its own cost, make arrangements for alternative source in case of any break down/interruption, for any reason, in water supply, electricity supply or other services as may be provided by the **JAL** or **DMA**.

11.8 The **Second Party/** subsequent assignee pay all the dues including the charges towards **Shared Areas & Facilities** and charges towards electricity & water supply etc. as per consumption and corresponding invoices raised by the **JAL** or **DMA**. Further, at the time of transfer of rights and obligations pertaining to maintenance of **Common Areas & Facilities** within the **Development Land** to an association/society of apartment buyers or of the occupants/allottees etc., the **Second Party/** subsequent assignee shall ensure

(a) That the said association/society enters into an agreement with the **JAL** or **DMA** in a form and manner as may be decided by the **JAL** or **DMA** for taking over the responsibility to promptly pay all the dues including the **Shared Areas & Facilities** Charges and the charges towards electricity and water supply etc., as may be provided by the **JAL** or **DMA** to the **Development Land** as per invoices raised by **JAL** or **DMA** from time to time.

(b) That bye laws of the said association/society have provisions to ensure timely payment of the dues to the **JAL** or **DMA** for availing the **Shared Areas & Facilities** and other services and that payment of the dues shall be the sole responsibility of such association/society and such dues shall have first charge on all inflows of the said association/society.

## 12. Indemnity

12.1 The **Second Party** shall act independently in constructing and developing the **Development Land** and shall keep **JAL** indemnified and harmless from all or any actions, suits, claims, demands and proceedings, third party claims and cost or expense that may be suffered by **JAL** in respect thereof on account of anything done





or omitted to be done (including violation or non compliance of the conditions of approvals, permits, licenses, sanctions, clearances obtained) by the **Second Party** in connection with or arising out of the development in the **Development Land** at all times.

- 12.2 The **Second Party** shall also keep **JAL** indemnified and harmless from all damages, including cost and expenses arising out of any claims of workers and employees of the **Second Party** and actions arising out of any act or omission or otherwise on their part.
- 12.3 **JAL** shall at all times, keep the **Second Party**, its employees, representatives, agents harmless and indemnified in respect of all claims, actions, and for all losses, damages, penalties etc., as may be brought against or suffered by or caused to them with respect to the **Development Land** or its workmen / representative resulting from or arising out of any action, omission, commission by **JAL**, its representatives, employees, agents etc. (including violation or non compliance of the conditions of approvals, permits, licenses, sanctions, clearances obtained and any non compliance of any other Applicable Law for the time being in force) by the **JAL** in connection with or arising out of the development on the **Total Land** outside the **Development Land**; or (iii) on account of any act or omission by the **JAL** under this Agreement and / or the Lease Deeds.
- 12.4 **JAL** shall, indemnify, defend and hold harmless the **Second Party** / subsequent assignee, as the case may be against any and all proceedings, actions, third party claims for expenses, cost, claims, demands, liabilities etc., of whatever kind and nature due to or arising out of or in relation to any defect in the rights / title of **JAL** in the **Development Land** and/or **Subject Land** and/or any order, judgment, decree, directions of / passed by any court or any other competent authority affecting the rights of the **Second Party** in respect of the said **Development Land** and Group Housing Project.
- 12.5 In case any demand from any authority towards taxes, duties, levies and other charges in respect of the **Development Land** for the period prior to the date of execution of this Agreement is raised, the same shall be liability and responsibility of **JAL** without affecting the rights of the **Second Party** in any manner whatsoever, and **JAL** shall keep the **Second Party** indemnified and harmless from any loss, damage, claims, liability, cost, expenses etc., incurred to or causes by or suffered by **Second Party** in this regard.



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12.6 JAL hereby agrees to fully indemnify and hold harmless the Second Party/ and or the subsequent assignee from all actions, demands, third party claims, liabilities, damages etc. of any nature whatsoever against the Second Party/ and/or the subsequent assignee due to any act, omission, commission of JAL in performing its obligations under this Agreement and/ or otherwise and as a result of which the rights of the Second Party and/or the subsequent transferee as mentioned in this Agreement with respect to the Development Land are affected in any manner whatsoever.

13. Membership of Clubs to Apartment Owners

13.1 The membership of the Boomerang Club, Golf Course, Club, Attendant Facilities and/ or any other club being developed by JAL or any of its assigns in Jaypee Greens shall be available on first-cum-first serve basis to the residents of the Group Housing Project to be developed in the Development Land by the Second Party on payment of membership fee/charges and security deposit etc. as applicable from time to time. No separate Social Club is planned by JAL for the residents of the Group Housing Project being developed in the Development Land by the Second Party. The Second Party may plan to develop a Social Club/ Community Facility for its residents/allottees within the overall FAR in the Development Land.

14. Specific Performance and Termination

14.1 In the event any Party is in breach of or fails to fulfill/comply any terms or conditions of this Agreement, as applicable to it, ('defaulting party') and fails to rectify the same within the notice period given by the other party ('non-defaulting party'), then the non-defaulting party shall be entitled to get this Agreement and terms contained herein specifically enforced / performed and /or restrain the defaulting party through competent court, as the case may be, at the risk, cost and expense of the defaulting party.

15. Entirety

15.1 This Agreement supersedes all prior discussions and correspondence between the Second Party and JAL and contains the entire agreement between them. No changes, modification or alteration to this Agreement shall be done without the written consent of all the Parties. Recitals, representations, warranties and covenants





of the Parties contained in recitals, schedules and annexure shall form an integral part of this Agreement.

**16. Severability**

16.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**17. Interpretation**

17.1 In the event any of the provisions of this Agreement is possible to be construed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable. The language of each provision of this Agreement shall be construed according to its fair meaning.

17.2 In the event any Court determines any provision of this Agreement as not enforceable, the Parties agree that the provision shall be amended so that it is enforceable under law and affords the Parties the same basic rights and obligations and has the same economic effect as prior to such amendment.

**18. No Waiver**

18.1 The failure of any Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced.

**19. Mutual Drafting**

19.1 The terms of this Agreement, including any ambiguity thereto are to be construed in accordance with their intended meaning as it is product of mutual negotiation of the Parties and it should not be interpreted against the Party who has initially drafted the Agreement.



For INDUSIND BANK LTD.

Authorised Signatory

**20. Dispute Resolution**

- 20.1 Any dispute or difference whatsoever arising between the Parties arising from or relating to this Agreement, shall be referred to a sole arbitrator to be appointed by mutual consent of the Parties and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and amendments made therein. The decision / award of the arbitrator shall be binding on both the Parties. The arbitration proceedings shall be conducted in English. The seat of such arbitration proceedings shall be at Noida or any other place as may be mutually agreed between the Parties. However, any reference to arbitration shall be subject to a conciliation process to be adopted by the management of both the Parties for a period of 30(thirty) days from the date of raising the dispute by a Party. Further, it is clearly agreed to between the Parties hereto that in case the Parties are unable to appoint a sole arbitrator by mutual consent within a period of 30(days) from the date of the notice by a party, then in such an event, any of the Party to this Agreement shall have a right to approach the competent court of jurisdiction for the appointment of arbitrator to try and entertain the dispute arising out of or in connection with this Agreement. The fees and expenses of the proceedings shall be paid and borne equally by both the Parties subject to the final award being passed by the sole arbitrator in this regard. The arbitration shall be conducted in English language.

**21. Governing Law**

- 21.1 All legal rights and obligations hereunder shall be determined in accordance with the laws of India. Any reference to any statute or rule shall be deemed to be a reference to such statute or rule as may be amended or substituted from time to time as applicable.

**22. Jurisdiction**

- 22.1 The Courts at Noida and High Court of Judicature at Allahabad as applicable shall have the exclusive jurisdiction in respect of all matters or disputes or differences arising out of this Agreement.

**23. Notices**



For INDUSIND BANK LTD.

  
Authorized Signatory



23.1 All notices by any party to the other under this Agreement shall be delivered personally or sent by registered mail with acknowledgement due or by e-mail marked to the attention of person notified herein below of such Party at the addresses set forth below or to such other person and/or to such other addresses as may hereafter be intimated in writing by such Party to the other Party. Notices delivered personally shall be deemed to have been received on the date of receipt; notices sent by registered mail shall be deemed to have been received on the fifth day following mailing; and notices sent by e-mail shall be deemed to have been received one business day after transmission provided an original copy is mailed promptly within 3 (three) business days thereafter.

(a) Notices to the JAL:  
Jaiprakash Associates Limited  
Sector -128, Noida - 201304  
Uttar Pradesh  
Attention: Mr. MM Sibbal  
E-mail: mm.sibbal@jalindia.co.in

(b) Notices to the Second Party:  
IndusInd Bank,  
1<sup>st</sup> Floor,  
Ravissance House,  
Lajpat Nagar -IV,  
New Delhi - 110024  
Attention: Mr. Gaurav Mittal  
Email: gaurav.mittal@indusind.com

#### 24. **Force Majeure**

24.1 If the performance of obligations by any Party to this Agreement is prevented, in whole or in part, by causes beyond control of such Party which it could not avert despite its best endeavor and diligence due to any Force Majeure Conditions (as defined hereinunder), such party shall be excused from performing such of its obligations mentioned in this Agreement during and to the extent of the subsistence of such Force Majeure Conditions. Notwithstanding anything contrary contained in this Agreement, the Second Party shall be entitled to extension of time for completion of construction and development of the Group Housing Project equivalent to the period of such Force Majeure Condition without any liability for



penalty/interest:-

For the purposes of this Agreement, 'Force Majeure Conditions' means:

- (a) Fire, flood, lightning, storm, tornado, earthquake, landslide, or epidemic or other similar acts of God;
- (b) War (whether declared or undeclared), riot, civil war, insurrection, acts of public enemies, terrorism or civil disturbance;
- (c) strikes, industrial disputes and/or lockouts directly affecting the Group Housing Project, construction and/or interrupting supplies and services to the Group Housing Project;
- (d) Any change in the governmental policy, laws, or regulations directly / indirectly affecting the Group Housing Project, including but not limited to expropriation or compulsory acquisition by any Government Authority of any assets or rights, other than for reasons attributable to the Party claiming benefit of this clause;
- (e) Any order, judgment, decree and/or direction of any court of competent jurisdiction, tribunal or statutory authority in India have the effect of stopping construction / development activity on the Development Land and not resulting from any act of omission or commission of the Party claiming benefit of this clause.

**25 Execution of Agreement**

- 25.1 The Original registered Agreement will be kept by the **Second Party**, whereas the **First Party** can obtain the certified copy of the registered Agreement from the concerned Sub Registrar.

**26. Further Assurance**

- 26.1 Each Party agrees that it will, at any time, and from time to time, do execute, acknowledge and deliver all such further acts and execute further agreements, documents, and instruments as may be reasonably required by the other Party in

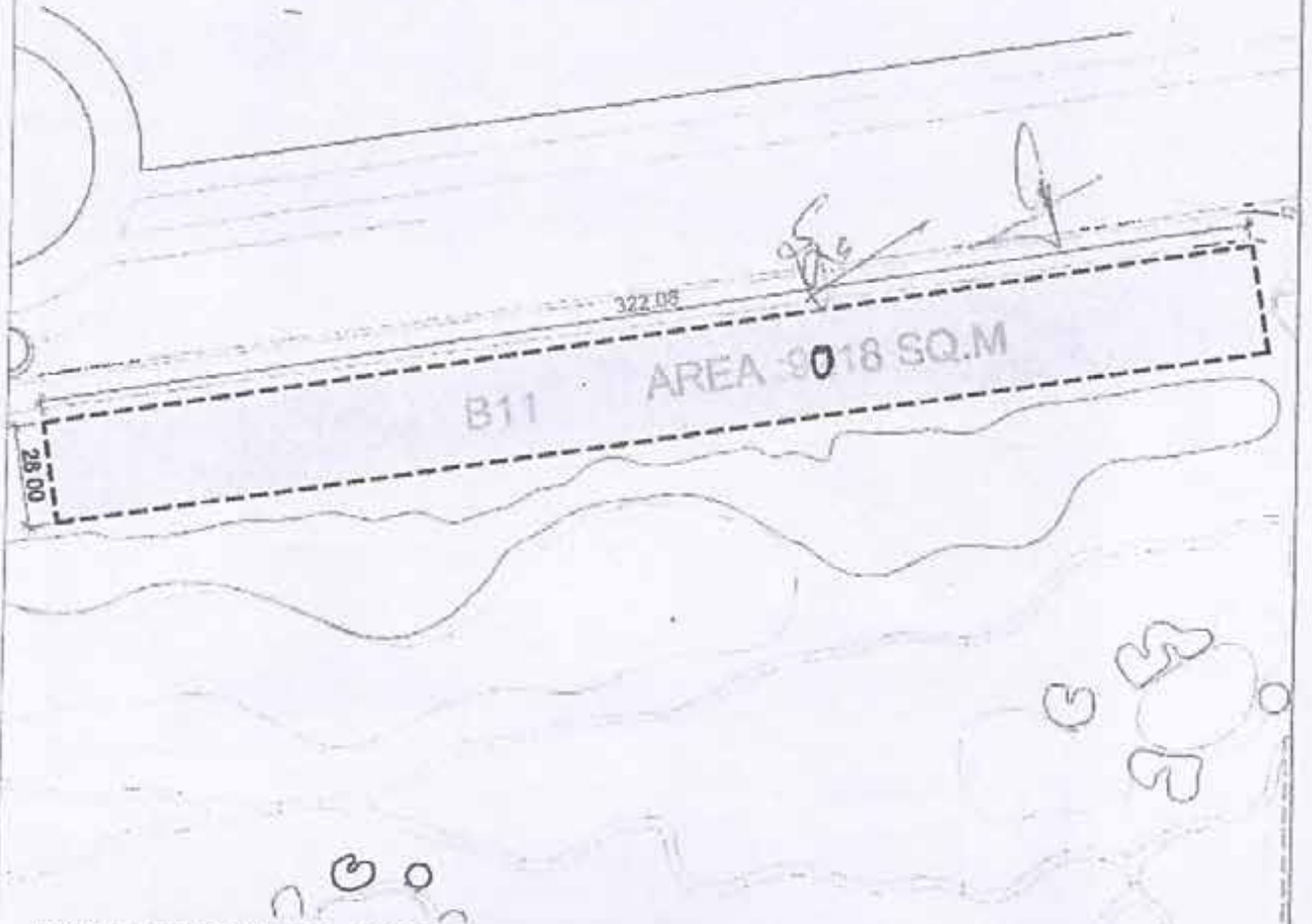


For INDUSIND BANK LTD.

Authorized Signatory



# DETAIL OF POCKET- B11 JAYPEE GREENS, GREATER NOIDA





MAX PERMISSIBLE FAR = 123095 SQ.M  
MAX PERMISSIBLE GROUND COVERAGE = 7500SQ.M

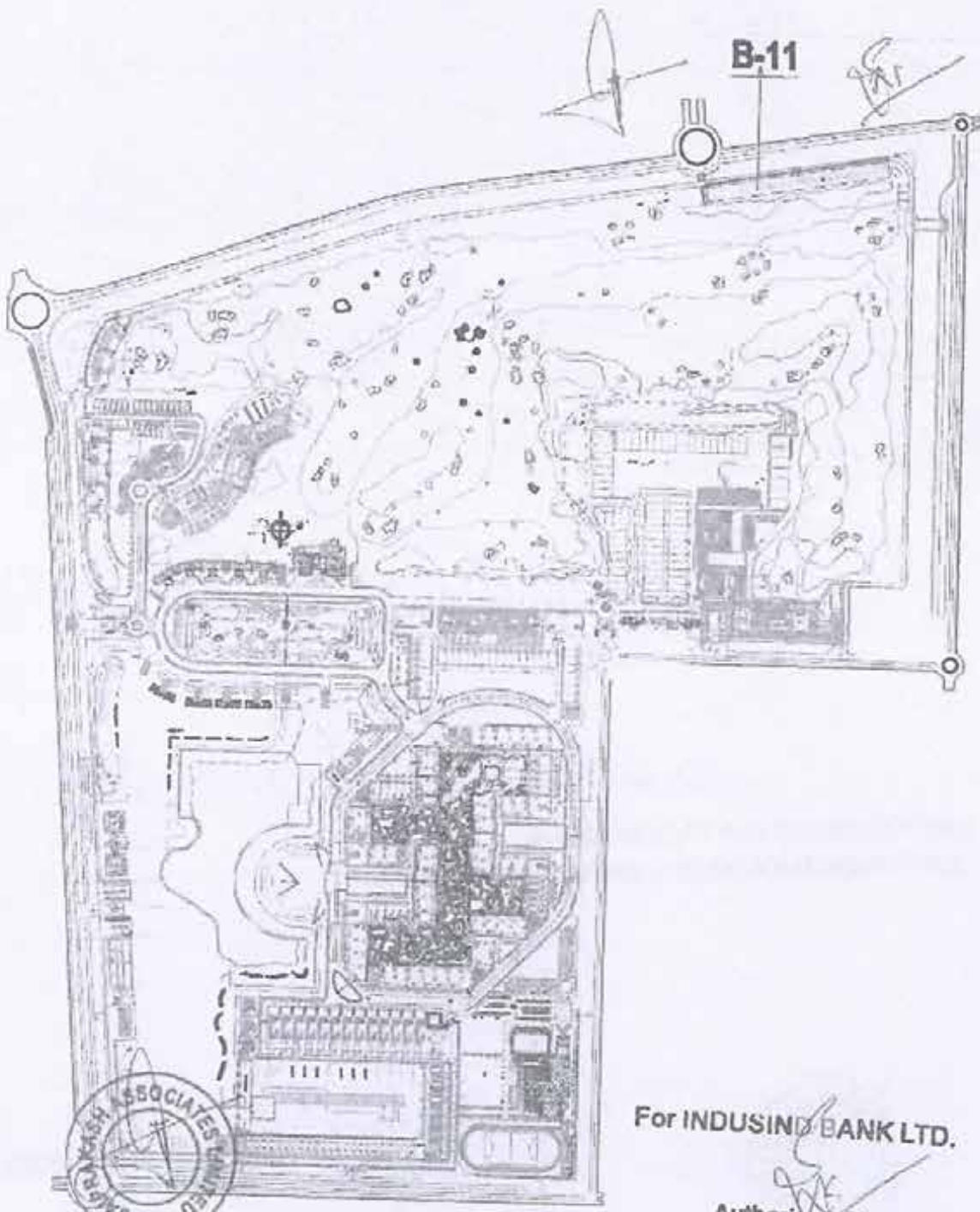


For INDUSIND BANK LTD.

Authorised Signatory



 Another Place. Another World	TITLE : DETAIL PLAN B11, LAND-1 JAYPEE GREENS, GREATER NOIDA	SCALE : NTS	DETAIL BY :	
		DATE : 30.06.2017	CHKD BY :	

# LOCATION PLAN JAYPEE GREENS, GREATER NOIDA



For INDUSIND BANK LTD.

*[Signature]*  
Authorized Signatory

 <b>JAYPEE GREENS</b> <i>Another Place. Another World</i>	TITLE :	SCALE :	DETAIL BY :	
	LOCATION PLAN B11, LAND-1, JAYPEE GREENS GREATER NOIDA	NT8	CHKD BY :	
		DATE :		
		30.06.2017		



## JAYPEE GREENS. GREATER NOIDA

### Standard Operating Procedure (SOP) for construction of residential towers by the Developer

To facilitate construction of Residential Towers by the Developer, the following guidelines have been prepared to bring in clarity in the process and procedures during execution of work:-

- (a) "Company" means the Jaiprakash Associates Ltd.  
 (b) "Developer" means the Party to whom the development rights have been granted for construction of Residential Towers.
- 1) Approach road and the entry gate to be used during construction on the Development Land has been marked on Plan. The Developer will only use the specific road and entry gate indicated in the Plan only during night hours for bringing construction material.
  - 2) Vehicle's movement on the Authority's road will be as per the guidelines of Greater Noida Authority and all approvals as necessary will be taken by the Developer directly from the concerned Authority.
  - 3) Developer will provide for security on the Development Land by appointing guards as per requirement. The Company shall not be responsible for the security of the men and material on the Development Land.
  - 4) Developer will itself be responsible for the safety of his staff, labour and construction material and stores.
  - 5) The Developer will keep the approach road clear of any obstruction, debris, construction material etc to the satisfaction of the Company and local Government Authority.
  - 6) Stacking of materials / debris etc will be done within boundary of Development Land by the Developer. The debris has to be thrown outside the premises of Jaypee-Greens, Greater Noida by the Developer to any designated/permissible area with the permission of the relevant authority.
  - 7) Worker Camps, Site Offices, Sanitary arrangements for the workers / staff-Batching plants etc. will be provided by the Developer within the boundary of Development Land. Drawings indicating all these facilities will be submitted to the Company before start of work. Any requirement of permission from a Statutory Authority shall have to be obtained by the Developer.



For INDUSIND BANK LTD.

*[Signature]*  
 Authorized Signatory

- 8) The Developer shall ensure that no damage is caused by their workers / vehicles to the road side plantation, water supply lines, storm water drain, sewer line, electricity cables, roads or any other services.
- 9) Temporary fencing will be erected by the Developer around the Development land to ensure security of material and workers working on the plot & to cord off other areas.
- 10) Water for construction & drinking during construction will be arranged by the Developer on its own. Boring in the Development land shall not be allowed. Temporary Electric connection during construction shall be arranged on behalf of Developer by the Company for which all expenses including tariff shall have to be borne by the Developer. DG sets required during construction shall be arranged by Developer at its own cost.
- 11) Developer shall provide rain water harvesting as per the norms within development area and storm water discharge, if any, during construction and during operation period shall be connected to the drain point provided by the Company for which Invert levels shall be communicated to the Developer.
- 12) The Developer will comply with all the applicable laws including the Labour Laws, rules regulations, orders etc in respect of the Labour / Workmen employed by them for construction purposes and/or any other statutory requirement.
- 13) Developer will be responsible for any mishaps or accidents on the Development Land or by its employees / vehicles and there will be deemed indemnity for the company.
- 14) Any specific approval required from any Authority pertaining to the construction activities shall be obtained on behalf of the Developer by the Company, without being responsible and / or liable for approval of the same by the concerned Authority in any manner and for which all expenses shall have to be borne by the Developer.
- 15) Supply of Permanent Services during operation phase:
- a) The Developer shall be provided connections for the following services at single point by the Company for which costs / maintenance shall be payable by the Developer as per the details provided in the Agreement for Development Rights.
- Potable water supply at single point
  - Treated effluent from STP at single point.
  - Sewer connection at single point.
  - Electrical supply of 33 KV/11 KV at single point



For INDUSIND BANK LTD.

Authorised Signatory

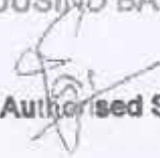


- b) 33 KV/11 KV supply shall be provided with metering arrangement for suitable sub-station, to be established by the Developer in the basement, from which supply to the Developer's tower shall be given by the Developer for individual users. The total load will be determined as per Company norms. The connection charges, tariff load development charges, transmission losses if any and other relevant charges shall also have to be borne by the Developer.
- c) Developer shall make their own arrangements for electricity back-up at their own cost as per the norms of the relevant Authority or alternatively at the request of the Developer, JAL may supply 50% of total load on chargeable basis which shall include proportionate capital cost, maintenance charges etc.
- d) Developer may obtain PNG connection to the kitchen of each flat on chargeable basis from M/s. IGL.
- e) Fiber to home communication cable from central network for TV, Telephone & Data services for each flat shall be available at cluster level at a single point on chargeable basis. Further distribution to flats to be done by the relevant agency.

The designated contact person for overall coordination will be Sh. Ashok Khera  
For any clarification/information the contact person can be approached.



For INDUSIND BANK LTD.

  
Authorised Signatory



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

D-6853/22

e-Stamp

CERTIFICATE LOCKED



Certificate No. : IN-UP55660741829884U  
 Certificate Issued Date : 31-Mar-2022 01:20 PM  
 Account Reference : NEWIMPACC (SV)/ up14051004/ GAUTAMBUEDDH NAGAR 2/ UP-GBN  
 Unique Doc. Reference : SUBIN-UPUP1405100401821289258629U  
 Purchased by : GAURSONS INDIA PVT LTD  
 Description of Document : Article 5 Agreement or Memorandum of an agreement  
 Property Description : PLOT NO. B 11, JAYPEE GREENS, G BLOCK, SURAJPUR, KASNA ROAD, GREATER NOIDA.  
 Consideration Price (Rs.) :  
 First Party : INDUSIND BANK LIMITED  
 Second Party : GAURSONS INDIA PVT LTD  
 Stamp Duty Paid By : GAURSONS INDIA PVT LTD  
 Stamp Duty Amount(Rs.) : 8,93,20,000  
 (Eight Crore Ninety Three Lakh Twenty Thousand only)



Please write or type below this line

For Gaursons India Private Limited

For Indusind Bank Ltd.

Authorized Signatory



0000936861

Authorized Signatory

Statutory 7

1. The authenticity of this Stamp certificate should be verified at www.stampcert.com or using a Stamp Mobile App or Portal. Any discrepancy in the details on this Certificate and as available on the website Mobile App should be reported.
2. The issue of creating the legitimate is on the basis of this certificate.
3. In case of any discrepancy please inform the Complaint Authority.





## ASSIGNMENT AGREEMENT

This assignment agreement (“**Assignment Agreement**”) is executed on this 31<sup>st</sup> day of March, 2022 at Gautam Budh Nagar, Uttar Pradesh.

### BY AND BETWEEN

**INDUSIND BANK LIMITED**, a banking company duly incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 1956, having corporate identification number L65191PN1994PLC076333 and permanent account number AAACI1314G, and having its registered office at 2401, Gen Thimmayya Road, Cantonment, Pune-411001 (hereinafter referred to as "**IBL**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its authorized signatory Mr. Arvinder Pal Singh duly authorized by the power of attorney dated May 13, 2019;

### AND

**GAURSONS INDIA PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013, having its registered office at Office No-F-101, First Floor, Plot no 2/3 Ashish Commercial Complex, LSC, New Rajdhani Enclave, Delhi - 110092 and bearing corporate identification number U74899DL1995PTC064555 and permanent account number AACCG3895Q (hereinafter referred to as the "**Developer**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its authorized signatory Ms. Veenu Singhal duly authorized vide the resolution passed in the meeting of the Board of Directors held on December 14, 2021;

### AND

**JAIPRAKASH ASSOCIATES LIMITED**, a company duly incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013, having corporate identification number L14106UP1995PLC019017 and permanent account number AABCB1562A, and having its registered office at Sector 128, Noida-201304, Uttar Pradesh (hereinafter referred to as "**JAL**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its authorized signatory Mr. Navneet Kumar Saxena duly authorized by the power of attorney dated November 01, 2021.

(IBL, the Developer and JAL shall individually be referred to as the "**Party**" and collectively as the "**Parties**".)

### WHEREAS:

- A. JAL is the lessee of Total Land (*as hereinafter defined*) and is developing the project Jaypee Greens situated in G-Block Surajpur Kasna Road, Greater Noida ("**Project**") spread over 452.26 acres of land ("**Total Land**") which has been earmarked for development of golf course, club house, hotel/ resort and for constructing of villas, condominiums, houses for residential purposes, tennis academy and other permissible commercial/ institutional/ public use;
- B. JAL is seized and possessed of the Total Land on leasehold basis vide 3 (three) separate Lease Deeds (*as defined hereinafter*):
- (i) 222.42 acres on leasehold basis by virtue of the lease deed dated June 08, 2000 executed by the Greater Noida Industrial Development Authority ("**GNIDA**") in favour of Mussoorie Hotels Limited (name changed to Jaypee Greens Limited ("**JGL**") which subsequently merged with JAL ("**Lease Deed 1**");
  - (ii) 14.4565 acres on leasehold basis by virtue of the lease deed dated May 18, 2001 executed by the GNIDA ("**Lease Deed 2**") in favour of Jaypee Greens Limited (now JAL); and
  - (iii) 215.38 acres on leasehold basis by virtue of the lease deed dated June 08, 2000 executed by the GNIDA in favour of Mussoorie Hotels Limited (name changed to JGL, which subsequently merged with JAL) ("**Lease Deed 3**").

For Indusind Bank Ltd.  
  
Authorized Signatory



For Gaursons India Private Limited  
  
Authorized Signatory



अनुबंध विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 6853

वर्ष: 2022

प्रतिफल- 1750000000 स्टाम्प शुल्क- 89320000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 17864000 प्रतिलिपिकरण शुल्क - 160 योग : 17864160

श्रीमती मैसर्स गौड़सन्स इण्डिया प्रा० लि० द्वारा  
वीनू सिंघल अधिकृत पदाधिकारी/ प्रतिनिधि,  
पत्नी श्री विनीत सिंघल  
व्यवसाय : नौकरी  
निवासी: गौड़ बिज पार्क इन्दिरापुरम गाजियाबाद

*(Handwritten signature)*



श्रीमती, मैसर्स गौड़सन्स इण्डिया प्रा० लि० द्वारा

वीनू सिंघल अधिकृत पदाधिकारी/  
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 01/04/2022 एवं  
03:07:56 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*(Handwritten signature)*  
क्षमा गुप्ता, प्रभारी  
उप निबंधक : सदर ग्रेटर नोएडा  
गौतम बुद्ध नगर  
01/04/2022  
अनुपम मांगलिक  
निबंधक लिपिक

प्रिंट करें



Seal of the Registrar of Companies, Noida

Seal of the Registrar of Companies, Noida

(The land area leased through Lease Deed 1 and Lease Deed 2 above are referred to as the "Land 1" and the land area leased through Lease Deed 3 above is referred to as the "Land 2". The Lease Deed 1, Lease Deed 2 and Lease Deed 3 are hereinafter referred to as the "Lease Deeds")

- C. Lease Deed 1 and Lease Deed 3 were executed by GNIDA in favour of Mussoorie Hotels Limited. Thereafter, the name of Mussoorie Hotels Limited was changed to JGL with effect from September 14, 2000. Post the name change, JGL was merged with JAL by virtue of the order dated August 8, 2006 passed by the High Court of Judicature at Allahabad in the Company Petition No. 24 of 2006.
- D. JAL has prepared the layout and other plans for the development of the Land 1 which were approved by GNIDA vide its letter bearing no. PLG/(BP)/907/S/REC/OPA-5578 dated 14.08.2012, valid for period of 5 years i.e. till 13.08.2017 which was revised and the same was approved by GNIDA vide its letter ref. no. PLG/(BP) 907/2463 dated 09.06.2020 valid for 5 years i.e. till 08.06.2025 ("Development Plan"), as more particularly mentioned in **Annexure III** herein
- E. As per which Development Plan, out of the said Land 1, land admeasuring 193.86 acres of land has been earmarked for its development as golf course, club and attendant facilities and the balance area of 43.02 acres (hereinafter referred to as the "Subject Land") has been earmarked for development of residential and commercial component.
- F. As per the Development Plan, the Plot no. B-11, admeasuring 9,015.16 (nine thousand and fifteen point one six) square meters approximately (hereinafter referred to as the "Development Land") (as described and marked in the Annexure I attached hereto and its location as described and marked in Annexure II attached hereto) has been earmarked for the development of condominium apartments having a ground coverage of 7,500 (seven thousand and five hundred) square meters with maximum height of 160 (one hundred and sixty) meters with a total sanctioned covered area of 1,23,095 (one lakh twenty-three thousand and ninety-five) square meters to be counted towards floor area ratio and to be utilized towards development of units.
- G. JAL is in the process of development of the Land 1 including the Development Land as per the Development Plan and has already developed some types of residential, commercial, institutional and recreational properties on the Subject Land and is entitled to develop more residential, commercial, institutional and recreational properties based on the Floor Area Ratio ("FAR") as permitted to it and as per other applicable building regulations of GNIDA.
- H. Subsequently, JAL and IBL had entered into an assignment agreement dated June 30, 2017 bearing registration no. 19130, registered in Book no. 1, Jild/Volume no. 24273 on Page 243 to 336 registered before the Sub- Registrar of Assurance, Greater Noida ("JAL-IBL Assignment Agreement") in terms whereof JAL had assigned its Development Rights (*as defined hereinafter*) over the Development Land for 1,23,095 square meters of built up area to be counter towards FAR (hereinafter referred to as the "FAR Area") within a demarcated Plot in the Subject Land. The assignment of the Development Rights of FAR Area permits construction and development of the residential group housing project.
- I. Pursuant to the execution of the JAL-IBL Assignment Agreement, JAL had executed, registered and issued a general power of attorney dated October 07, 2017 bearing registration no. 942, registered in Book no. 4, Jild/Volume no. 503 on Page 43 to 62 ("POA") registered before the Sub-Registrar of Assurance, Gautam Budh Nagar to deal with the Development Rights granted in favour of IBL vide the said JAL-IBL Assignment Agreement and exercise all the rights in respect thereof.
- J. IBL, vide the invitation of expression of interest, published in the newspaper Times of India dated August 25, 2021 ("Invitation") invited expression of interest ("EOI") for transfer of its rights over the Development Land earmarked for development and construction of the group housing project, on an 'as is where is basis'.
- K. The Developer, which is *inter-alia* engaged in the business of development and construction of residential plotted colonies, housing and commercial, projects and other related matters and owns and possesses, directly and through its affiliates, several real estate assets across Delhi-NCR, had submitted

For IndusInd Bank Ltd.

*Arjun K. Sen*

Authorized Signatory



For Gaursons India Private Limited

*Arjun K. Sen*  
Authorized Signatory



आवेदन सं०: 202200743020320

बही सं०: 1

रजिस्ट्रेशन सं०: 6853

वर्ष: 2022

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त  
विक्रेता: 1

श्री इंडसइंड बैंक लिमिटेड के द्वारा अरविन्द्र पाल, पुत्र श्री  
इन्द्रजीत सिंह

निवासी: 2401 जर्नल थिम्मय्या रोड पूणे-411001

व्यवसाय: नौकरी

विक्रेता: 2

*Arum H. Singh*



श्री जय प्रकाश एशोसिएट्स लिमिटेड के द्वारा नवनीत कुमार  
सक्शेना, पुत्र श्री उमेश चंद्रा सक्शेना

निवासी: सेक्टर-128 नोएडा उ०प्र०

व्यवसाय: नौकरी

क्रेता: 1

*Arum H. Singh*



श्रीमती मैसर्स गौड़सन्स इण्डिया प्रा० लि० के द्वारा वीनू सिंघल,  
पत्नी श्री विनीत सिंघल

निवासी: गौड़ बिज पार्क इन्दिरापुरम गाजियाबाद

व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया । जिनकी पहचान  
पहचानकर्ता : 1

*Arum H. Singh*



श्री सोमेश छोकर, पुत्र श्री मेघराज सिंह

निवासी: ई-234 जीसी-06 गौड़ सिटी ग्र० नो

व्यवसाय: वकालत



its expression of interest dated September 01, 2021 and the financial offer dated September 17, 2021 which was accepted by IBL vide its email dated September 19, 2021 issued in favour of the Developer.

- L. The Developer has carried out due diligence, title verification, approvals diligence, etc., in respect of the Development Land and has satisfied itself on the rights vested with IBL in respect Development Land;
- M. Subsequently, the Developer and IBL had entered into a memorandum of understanding dated October 25, 2021 ("**IBL-Developer MoU**") describing and outlining the agreement for the transfer of the Development Rights along with all the rights and obligations under the JAL-IBL Assignment Agreement by IBL in favour of the Developer and acquisition of the same by the Developer, on an 'as is where is basis' for the construction and development of the residential group housing project on the Development Land ("**Group Housing Project**").
- N. Now, in pursuance of the IBL-Developer MoU, the Parties have agreed to enter into this Assignment Agreement for purchasing and acquiring the Development Rights along with all the rights and obligation vested with IBL by virtue of the JAL-IBL Assignment Agreement, on an as is where is basis.

**NOW THEREFORE, THIS ASSIGNMENT AGREEMENT WITNESSTH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. DEFINITIONS**

The following expressions shall unless repugnant to the context or subject, have the meaning here under respectively assigned to them.

**"Additional Area"** shall mean and include area, which is not counted towards FAR (non-FAR Area and other area constructible in addition to FAR Area) on the Development Land, as permissible under building regulations of GNIDA.

**"Applicable Laws"** or **"Laws"** shall mean all statutes, enactments, acts of legislature or parliament (including Real Estate (Regulation and Development) Act, 2016), code, ordinances, rules, bye-laws, building bye- laws regulations, judgements, notifications, guidelines, directives and orders of any government, statutory, municipal or regulatory authority (including those issued for development of group housing complex, as permitted/ regulated under the any applicable laws having the force of law and/or having jurisdiction in relation to Development Land), tribunal, board, court including Approvals, guidelines, requirement or other governmental restriction and, whether in effect as of the date of this Assignment Agreement or thereafter;

**"Assign"** shall mean and include the assignment, transfer, conveyance, dispose-off, sale, etc., of the Development Rights in FAR Area over the Development Land.

**"Common Areas & Facilities"** shall mean all common areas, facilities and common services meant for common use such as internal roads, parks, gardens, walking areas, playground, entry gate, security rooms etc. and other open areas, installations for common facilities or services provided by the Developer in and around the buildings within the Development Land.

**"Development Rights"** shall have the meaning as described to it in clause 2.5 of this Assignment Agreement.

**"Golf Course, Club, Attendant Facilities"** shall mean the membership and facilities of golf course, club, hotel etc. to be provided by JAL to unit holder on payment of membership fee as is prevalent at the time of allotment of units by the Developer or subsequent assignees, transferees, etc.

For Indusind Bank Ltd.

*Arvind H Sin*



Authorised Signatory



For Gaursons India Private Limited

*[Signature]*  
Authorised Signatory

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पहचानकर्ता : 2

श्री अंकुर भाटी, पुत्र श्री मान सिंह भाटी

निवासी: फजायलपुर जीबी नगर

व्यवसाय: नौकरी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

क्षमा गुप्ता, प्रभारी

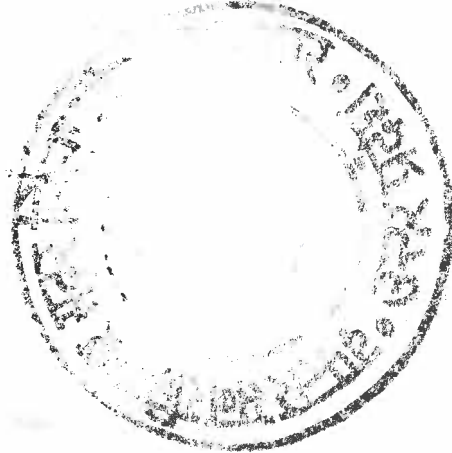
उप निबंधक : सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

अनुपम मांगलिक  
निबंधक लिपिक

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।  
टिप्पणी :

प्रिंट करें



“Government Authority” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any court, tribunal, arbitral or judicial body, land acquisition department, local corporation and includes GNIDA.

“FAR Area” shall have the meaning described to the recital herein.

“Shared Area & Facilities” shall mean the colony level areas and facilities within Subject Land for common use including roads, parks, gardens, play grounds, sitting areas, jogging tracks, strolling parks, pathways, worship places, security services including police stations, police posts etc., firefighting services, designated parking areas for visitors, bus stands/stops, taxi stand, plantations and trees, landscaping, sewerage lines, drainages, water lines/mains, STP, power receiving sub-stations(s), DG electrical sub- station(s), water storage, filtration & distribution system etc. but outside the Development Land and other residential (plotted or group housing), commercial, (institutional sub-projects and also outside any other sub-projects in the nature of profit centers - either already developed or to be developed within the Subject Land. Shared Area & Facilities would not include Golf Course, Club, Attendant Facilities.

## 2. ASSIGNMENT OF DEVELOPMENT RIGHTS

- 2.1 The Developer hereby acquires and IBL hereby assigns and transfers its Development Rights to the Developer in respect of the FAR Area on the Development Land along with all the rights and obligations vested with IBL by virtue of the JAL-IBL Assignment Agreement, on an ‘as is where is basis’ in lieu of the payment of Total Consideration, as specified in the Clause 3 below of this Assignment Agreement.

Further, the assignment of FAR Area to the Developer is the maximum FAR Area permissible to the Developer and any increase in the permissible FAR in the Subject Land by GNIDA or any other authority at any point of time shall have no corresponding increase in the FAR Area assigned to the Developer under this Assignment Agreement. JAL shall be free to use any such increased FAR in such manner, as it deems fit and proper, without any right, entitlement, claim of the Developer on such increased FAR. However, any shortfall in utilization of the assigned FAR Area by the Developer shall be to the account of the Developer and shall have no impact on the agreed Total Consideration and the Parties hereby agree that JAL shall have no right to use such unutilized FAR Area.

- 2.2 The Developer shall be entitled to utilize the maximum built up area as is permissible against the maximum FAR Area and not develop/ construct the built-up area to be counted towards FAR which is more than 1,23,095 square meters. It is clarified that even if due to any direction of GNIDA, the built-up area permissible and counted towards FAR is more than 1,23,095 square meters, then the Developer shall be required to amend the building plans in such a manner that it reflects the maximum FAR Area of 1,23,095 square meters.
- 2.3 In the event it is found that at the time of the completion of the Group Housing Project or on part completion that the built-up area to be counted towards FAR is more than the FAR of 1,23,095 square meters. The Developer or subsequent assignee shall be liable to restrict the construction of FAR Area of 1,23,095 square meters.
- 2.4 IBL hereby agrees and undertakes that IBL shall indemnify the Developer from and against all direct losses which the Developer suffers, if the FAR Area over the Development Land is avoided, forfeited, extinguished on account of any non-appealable order of the court of law till receipt of the occupancy certificate with respect to the Group Housing Project to be undertaken over the Development Land by the Developer. It is hereby clarified that the maximum liability of IBL shall only be limited to the extent of the Total Consideration actually received by IBL from the Developer. Notwithstanding anything contained in this Assignment Agreement, IBL shall not be liable for any indirect, remote, incidental, consequential, exemplary or punitive damages or losses and any loss of profits.

For Industrial Bank Ltd.

*Arun K Sin*

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For Gaursons India Private Limited



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2.5 IBL hereby assigns, confers and transfer all the rights and obligations vested unto it, by virtue of the JAL-IBL Assignment Agreement, in favour of the Developer on as is where is basis. This in effect implies that the Developer shall be entitled to develop Group Housing Project on the Development Land by utilizing the FAR Area and Additional Area which includes development of Common Areas and Facilities, parking spaces, services, amenities, fittings, fixtures and enjoy all rights, privileges and benefits arising therefrom, including but not limited to exclusive right to/for:

- (i) enter upon the Development Land without any hindrance and with rights and liberty of ingress and egress,
- (ii) appear before the appropriate authority(ies) to pursue necessary applications, permissions, approvals, etc., relating to the Group Housing Project,
- (iii) marketing and branding of the Group Housing Project as per Clause 10.1 herein,
- (iv) undertake designing, constructing, and carrying out all ancillary activities relating to the Group Housing Project,
- (v) booking, allotment, renting, license, transfer, nomination, substitution etc., of the units / flats in the Group Housing Project and enter into agreements, contracts etc., with third parties for the same and receive in its name all revenues, receivables and consideration for the same and other facilities and amenities over the Development Land. IBL and JAL shall have no right/claim of any nature whatsoever in such revenues, receivables, and consideration and same shall accrue to the sole benefit of Developer,
- (vi) to cause JAL to execute a registered general power of attorney (“GPA”) in favor of the Developer or any of its nominee/assigns etc. for the specific purpose of development of the Group Housing Project and for sub-lease of impartible and undivided share / rights in the Development Land on behalf of JAL, as per Clause 10.5 herein,
- (vii) manage and maintain the Group Housing Project and Common Areas and Facilities in the Group Housing Project as per Applicable Laws,
- (viii) to enter into tri-partite agreements with financial institution and apartment buyers for housing loans. JAL hereby agrees that it will extend all help and assistance, co-operation to the Developer, if any required without being held responsible for any approvals / any of the agreements with respect to the Development Land, without claiming any extra expense and shall also issue any NOC(s), if required without any hinderance and obligation to the Developer. In case JAL is required to incur any expenses for the same, they will be reimbursed by the Developer subject to specific prior approval from Developer,
- (ix) to finalize and execute the booking forms, allotment letters, space buyer agreements with the customers,
- (x) to decide on the pricing of the units and other facilities and amenities developed by the Developer over the Development Land,
- (xi) to appoint third party contractors for carrying out development works,
- (xii) to levy appropriate administrative charges in case of transfer of units by the customers after obtaining NOC from JAL, and
- (xiii) generally, do all other acts, deeds and things as per the terms of this Assignment Agreement as may be required for exercising development rights (hereinafter collectively referred to as the “**Development Rights**”)

2.6 The Developer hereby agrees and acknowledges that the Developer has carried out all the due diligences including title, legal, commercial, architectural, approval due diligence over the rights and entitlement of IBL in relation to Development Land, FAR Area and Development Rights and the Developer is fully and absolutely satisfied with the same. The Developer hereby agrees and acknowledges that neither the Developer shall make any claims of any nature whatsoever against IBL nor the Developer shall be entitled to receive any amount for any reason whatsoever from IBL on any account whatsoever. The Developer further agrees and acknowledges that the IBL role under this Assignment Agreement is only

For Indusind Bank Ltd.

Anish K Sin



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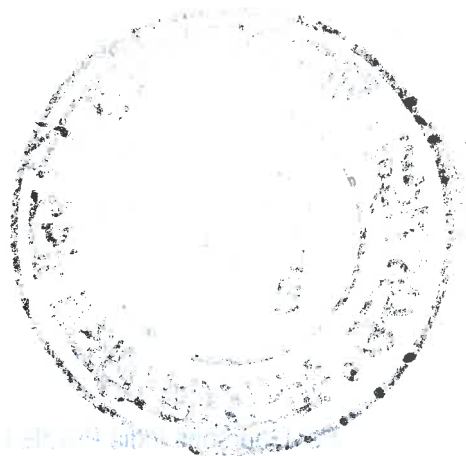
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limited to assignment and transfer of its Development Rights to the Developer in respect of the FAR Area on the Development Land along with all the rights and obligations vested with IBL by virtue of the JAL-IBL Assignment Agreement, on an 'as is where is basis'.

- 2.7 The Developer shall be entitled to develop the FAR Area along with the Additional Area for residential Group Housing Project on the Development Land and take and execute all decisions relating to and in connection with development and construction of the Group Housing Project as per the terms of this Assignment Agreement.
- 2.8 The Developer shall have the full right to assign the Development Rights and the FAR Area with respect to the Development Land at any time, to any person as per Applicable Laws. The Developer shall be entitled to transfer the Development Rights without seeking any permission from JAL within the terms of the JAL-IBL Assignment Agreement and payment of transfer charges, if any, to any Government Authority. The Developer or its subsequent transferees, assigns etc. for all such transfers shall follow the procedure, as may be specified by the concerned Government Authority before executing any subsequent assignment/transfer agreement and such transfers shall always be subject to the Applicable Laws, byelaws, regulations etc. including payment of applicable charges, duties, taxes, levies etc. payable to any authority /body/agency as the case may be.
- 2.9 This Assignment Agreement shall not be construed in any manner as conveying sub-lease / ownership rights in the Development Land to the Developer. However, the Developer shall have the right to cause JAL to execute sub-lease of impartible and undivided share / rights in the Development Land beneath the building(s) / tower(s) thereon, as per Clause 10.5 herein. It is hereby clarified that the structure developed by the Developer over the Development Land shall always belong to the Developer unless same has been conveyed / sub-leased to the unit owners.
- 2.10 The Developer or its subsequent transferees, assigns etc. shall be entitled to raise finance, if it so desires, from banks/financial institutions on the basis of Development Rights in the FAR Area over the Development Land and receivables of the Group Housing Project and create charge /security on the Group Housing Project only for developing the residential Group Housing Project. Further, in order to raise financing for development of the Development Land by the Developer or its subsequent transferees, assigns etc., it may become imperative to create a charge on the Development Land in addition to the Development Rights due to the terms and conditions of the bank or financial institution. In such an event only on the request of the Developer or its subsequent transferees, assigns etc. and subject to the Developer or its subsequent transferees, assigns etc. submitting a copy of the said terms & conditions of the bank/ financial institution. JAL shall agree to create a charge/security on the Development Land at Developer's cost, in order to enable the Developer or its subsequent transferees, assigns etc. to raise finance from banks and/or other financial institutions only for the purpose of development on the Development Land. The creation of charges/security on the Development Land shall not be unnecessarily withheld or delayed by JAL. However, it is hereby clarified that the obligation to pay any amount including but not limited to any fee, charges, installments, penalties, interest etc. to any bank, financial institution on or in relation to the monies raised to develop the said Development Land ("**Financial Assistance**") shall be sole obligation of the Developer or its subsequent transferees, assigns, etc. and JAL shall not be liable or obligated in this regard in any manner whatsoever. However, in the event JAL creates a charge on the Development Land on the request of the Developer or its subsequent transferees, assigns, etc. then this Assignment Agreement shall be read with the requisite indenture of mortgage, mortgage deed and other requisite documents so executed by JAL and Developer or its subsequent transferees, assigns, etc. with the lender/s.
- 2.11 In the event of creation of charge/security on the Development Land as per Clause 2.10 above, JAL, on the request in writing of the Developer, shall render assistance to the Developer in providing it the copies of the Lease Deeds relating to the Development Land and inspection of original Lease Deeds relating to the Development Land, to enable the Developer to mortgage / create security.

For Housing Bank Ltd.

Arun K Sin

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- 2.12 IBL and JAL, severally agree and acknowledge that the Development Rights are being fully assigned in favor of the Developer on as is where is basis in accordance with the terms of this Assignment Agreement and IBL and JAL shall not have any right to enter into any agreement, arrangement, MOU, etc., of any nature of whatsoever, with any other person in respect of the Development Rights in the Development Land or alienate or create in any manner any encumbrance on the Development Land except as provided in Clause 2.10 above.
- 2.13 JAL further agrees and represents to the Developer that, it shall keep Development Plan valid and subsisting during the validity or any extensions (as the case may) of the building plans in the Development Land at its sole cost and expense, and comply with Applicable Laws, permissions, approvals, NOC, sanctions etc., in respect of Land 1, so that the Development Rights for the construction and development of the Group Housing Project on the Development Land by the Developer is not adversely affected. Further the FAR area to be developed on the Development Land is considering the total FAR area being developed in the Subject Land and shall continue to be applicable and JAL shall not take any steps to separate the Development Land from the Subject Land.

2.14 IBL further represents, covenant and warrant that:

- (a) IBL has the full right and authority to execute this Assignment Agreement and to assign and transfer the Development Rights to the Developer on an as is where is basis and that the Developer upon performance of the covenants herein contained, shall fully hold peaceful, unincumbered possession of the Development Rights without any interruption, disturbance, claims or demands by IBL or by any person/s claiming for and on behalf of IBL.
- (b) IBL has taken and obtained the necessary approvals as per Applicable Laws, wherever applicable, for entering into this Assignment Agreement and perform all the obligations as set out in this Assignment Agreement.
- (c) IBL has not created any encumbrance on the Development Land and FAR Area and to the best of the knowledge of IBL, IBL has not received any notice of any 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. IBL further undertakes, affirm, confirm and assure that the Development Rights over the Development Land have not been granted by them to any third party prior to execution of this Assignment Agreement.
- (d) IBL has not done/ shall not do, omit or suffer to be done anything whereby the Development Rights granted in favor of the Developer in the Development Land and FAR Area are voided, forfeited, extinguished or prejudicially affected in any manner whatsoever. Post execution of this Assignment Agreement and fulfilment of all the conditions set out herein under by the Developer, IBL shall have no right to further assign, transfer, sell, create any encumbrance, mortgage over the Development Land in favor of any third party, except as otherwise agreed to in this Assignment Agreement, in any manner whatsoever.
- (e) IBL further represents that, no proceedings for liquidation or winding up are threatened or pending against them under the Companies Act, 1956/2013 as amended from time to time which may invalidate the transfer of Development Rights contemplated in this Assignment Agreement.

2.15 JAL further represent, covenant and warrant that:

- (a) JAL has the full right and authority to execute this Assignment Agreement and that the Developer upon performance of the covenants herein contained, shall fully hold peaceful, unencumbered possession of the Development Rights without any interruption, disturbance, claims or demands by JAL or by any person/s claiming for and on behalf of JAL.

For Industrial Bank Ltd.

*Asim K. Sin*

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For Gaursons India Private Limited

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- (b) JAL has taken and obtained all the necessary permissions, sanctions, approvals, applicable permits, as required, from regulatory bodies, government authorities, societies, wherever is applicable, for executing this Assignment Agreement and perform all the obligations as set out in this Assignment Agreement. JAL further agrees to keep all the sanctions, approvals permit etc. valid and subsisting at its own cost and expense.
- (c) JAL has not done/ shall not do, omit or suffer to be done anything whereby the Development Rights granted in favor of the Developer in the Development Land and FAR Area are voided, forfeited, extinguished or prejudicially affected in any manner whatsoever. JAL shall have no right to assign, transfer, sell, create any encumbrance, mortgage over the Development Land in favor of any third party, except as otherwise agreed to in this Assignment Agreement, in any manner whatsoever.
- (d) JAL shall defend its rights, title and interest in the Development Rights, Development Land and FAR Area and in case of any claims, disturbance, demands by the any person claiming for and on behalf of the JAL and/ or any other person claiming any right, title interest with respect to the Development Rights, Development Land, FAR Area, then in such an event upon notification of the same by the Developer and/ or its nominee, subsequent assignee, as the case may be to JAL, then in such an event JAL, immediately and forthwith shall be liable for rectifying the default and shall keep the Developer and/ or its nominee, subsequent transferee, indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason, which they may suffer by reason of any claim for any defect in title, enjoyment or possession with respect to the Development Rights, Development Land & FAR Area.
- (e) JAL has represented and warranted that they are in compliance with all terms and conditions of the Lease Deeds and are not in violation of any term or condition which would affect the right, title or interest of the Developer in relation to the Development Rights.
- (f) The payment of premium amount of the Total Land including the Development Land and FAR Area including all applicable charges have already been made by JAL to GNIDA and nothing remains outstanding. However, the parties further agree that any outstanding amount (as on date) towards any charges, Taxes of whatsoever nature or any other payment in relation to the Development Land and FAR Area including any penalty or other monies shall be the sole responsibility of JAL and JAL shall pay the same upon notification by the Developer and/ or the nominee(s) of the Developer, subsequent transferee to JAL regarding any such demand. Any taxes / charges of whatsoever nature subsequent to the date of assignment of Development Rights shall be the obligation of the Developer provided it does not relate to period prior to execution of this Assignment Agreement.
- (g) JAL hereby agrees, assures and undertakes that it has complied with all the Applicable Laws in relation to the Total Land/Project including without limitations on labour laws, environmental laws and all other Applicable Laws. JAL has taken and obtained all the necessary permissions, sanctions, approvals, applicable permits, as required, from regulatory bodies, government authorities, wherever is applicable, for the development of the Project over the Total Land and assures, confirms, agree and undertake to perform all the obligations as set out in the said permissions, sanctions, approvals, applicable permits etc. JAL further agrees to keep all the sanctions, approvals permit etc. valid and subsisting at its own cost and expense. Further, JAL hereby agrees to indemnify and hold harmless the Developer and/or the subsequent transferee(s) in case of any non-compliance by JAL with respect to the Applicable Laws and as a result whereof, the Developer, its nominees) and/ or the subsequent transferee(s), if any, is prevented from using the Development Land and FAR Area in any manner whatsoever. Any general approval applicable to Total Land which includes Development Land shall be the responsibility of JAL. Any specific permission and approval for exercising the development rights on Development Land under any Applicable Laws shall have to be complied by the Developer post execution of this Assignment Agreement.
- (h) JAL has represented that no proceedings are pending against JAL under Income Tax Act, 1961 or any other law which may result in invalidation of the present Assignment Agreement in favour of the Developer.

For Industrial Bank Ltd.  
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For Gaursons India Private Limited

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- (i) JAL hereby represents that the Developer shall be entitled to assign the Development Rights with respect to the Development Land and the FAR Area to any subsequent assignee/ third party without any restriction of any nature whatsoever. JAL shall have no objection and shall not have any right to object or claim any right in this regard. JAL further assures that it shall extend its co-operation and assistance to the Developer and/ or the subsequent assignee and agrees to execute the requisite documentation in this regard, if required without any extra cost/ compensation in this regard.
- (j) JAL shall provide and continue to provide all co-operation and assistance for transfer of undivided interest in the land over which Development Rights are being assigned.
- (k) JAL shall revoke the POA granted to IBL.

2.16 The Developer hereby represents, warrants and undertakes to the other Party that:

- (a) it has the full power and authority to enter into, execute and deliver this Assignment Agreement and any other deeds, documents or agreement, and consents, contemplated hereunder or pursuant hereto;
- (b) the Developer shall comply with all the terms and condition of this Assignment Agreement including all the Developer's covenants and obligations under this Assignment Agreement;
- (c) its holding company, subsidiary company, associate company, group company, its respective partners, directors and shareholders are not directly, indirectly, affiliated, or are part of or related party of Jaypee group, JAL, Jaypee Infratech Limited and any other entity connected with Jaypee group as on the date of execution of this Assignment Agreement.

2.17 Aforementioned transaction has been carried out in consonance with the provisions of the Banking Regulation Act, 1949 considering IBL being a banking company.

### 3. TOTAL CONSIDERATION, PAYMENT TAXES AND DUTIES, TERMINATION ETC.

3.1 In consideration for IBL executing this Assignment Agreement and agreeing to transfer its Development Rights in accordance with the terms hereof, the Developer has paid an aggregate sum of Rs.175,00,00,000/- (Rupee One Hundred and Seventy-Five Crores only) to IBL inclusive of TDS as applicable as per the law in the following form and manner ("**Total Consideration**"):

Mode of Payment	Date	Amount
Through Cheque no. 000005 of Rs. 85,84,00,000/- and Cheque no. 000007 of 10,00,00,000/-	March 31, 2022	Rs. 95,84,00,000/- (Rupees Ninety-Five Crores and Eighty-Four Lakhs Only)
Through RTGS UTR No. ICICR22022033100026271	March 31, 2022	Rs. 77,41,00,000/- (Rupees Seventy-Seven Crores and Forty-One Lakhs Only)
Through Challan Serial Nos. 30071, 30709 and 30364	March 31, 2022	Rs.1,75,00,000/- (Rupee One Crore and Seventy-Five Lakhs only) (deposited towards TDS)

3.2 IBL admits and acknowledges the receipt of the aforesaid amount from the Developer towards payment of the entire full and final Total Consideration. IBL shall not, hereinafter, make any claim from the Developer towards the consideration of the Development Rights.

3.3 The Total Consideration is inclusive of all land related payments which includes lease rental (till the date of the execution of this Assignment Agreement), land premium etc.

3.4 Apart from the Total Consideration agreed in this Assignment Agreement, no amount of whatsoever nature is due to IBL by the Developer and no additional amount beyond the Total

For Gaursons India Private Limited

For IndusInd Bank Ltd.

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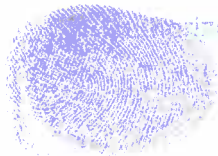


Consideration shall be payable by the Developer to IBL for any Additional Area as may be permitted under the applicable rules and regulations of GNIDA.

- 3.5 As agreed between IBL and the Developer, the development of group housing project comprising of 450 residential dwelling units is to be taken up by the Developer on the Development Land. No additional charges / consideration is payable by the Developer to either IBL or JAL for the development of the said group housing project upto 450 residential dwelling units and upto Covered Area / FAR of 1,23,095 square meters. No increase in the aforesaid limit of Covered Area / FAR is permissible. However, any increase in the number of residential dwelling units beyond 450 units, constructed within the Development Land, shall be chargeable @ Rs.6,50,000/- (Rupees Six Lakhs and Fifty Thousand only) per residential dwelling unit and the same shall be payable by the Developer directly to JAL. The total number of residential dwelling units mutually agreed between JAL and Developer are 506 at present. Accordingly, an amount of Rs.3,64,00,000/- (Rupees Three Crores and Sixty-Four Lakhs only) (subject to TDS as applicable) is payable by the Developer to JAL, against which an amount of Rs.2,00,00,000/- (Rupees Two Crores only) has already been paid by the Developer to JAL and the balance amount of Rs.1,64,00,000/- (Rupees One Crore and Sixty-Four Lakhs only) is payable on signing of this Assignment Agreement.
- 3.6 JAL confirms and admits that the aforesaid total amount of Rs.3,64,00,000/- (Rupees Three Crores and Sixty-Four Lakhs only) has been received by JAL towards permission to the Developer for constructing 506 residential dwelling units on the Development Land.
- 3.7 JAL hereby represents that currently there is no demand towards External Development Charges (hereinafter referred to as 'EDC') by GNIDA in respect of the Total Land. However, in case of fresh levy towards EDC on the Total Land by GNIDA in future, the Developer's share of such EDC shall be determined and payable on pro rata basis to the overall development of the Project.
- 3.8 All taxes, levies, duties, stamp duty, registration charges, service tax, if any, payable on assignment of Development Rights under this Assignment Agreement registration or in future will be borne by the Developer without any liability on IBL. In case, a tax or duty is levied in future on this Assignment Agreement, the same shall be payable with interest, related expenses etc. by JAL within 15 (fifteen) days of demand raised by relevant authority. However, the respective Parties shall bear for any income tax as may be applicable on their respective incomes arising pursuant to transaction contemplated herein.
- 3.9 The Developer shall pay its share of all taxes (including municipal taxes), duties, that may be levied in future by GNIDA or any local or other authority of Central or State Government in respect of the Development Land-after the date of execution of this Assignment Agreement as computed by JAL. The share of such taxes, duties and other charges for the Development Land will be computed by the JAL first determining the same for the Total Land, and then apportioning it on the Development Land proportionally on the basis of FAR Area of the Development Land and total FAR Area of the Total Land. Such payment shall be made by the Developer to JAL or the relevant authority, as the case may be, on demand within the period as may be specified therein, failing which it will be treated as default on the part of the Developer. However, any past demand, prior to execution of this Assignment Agreement with respect to any tax on the Development Land and the FAR Area shall be solely to the account of JAL. JAL, agree to indemnify and hold harmless the Developer and/ or the subsequent assignee, as the case may be in this regard.
- 3.10 Notwithstanding anything contained herein, in the event Development Rights granted in favor of the Developer in the FAR Area over the Development Land are avoided, forfeited, extinguished or prejudicially affected in any manner whatsoever, or the Development Rights are affected on account of Applicable Law / rule or regulation or policy of the State Government or the Central Government, or any other relevant authority which can be contributed to non-action, non-compliance of relevant laws by JAL, JAL shall defend and hold harmless the Developer's rights, title and interest in the Development Rights and shall keep the Developer indemnified and hold it harmless against all claims, costs, expenses which the Developer may suffer, due to any forfeiture, extinguishment of Development Rights.

Indusind Bank Ltd.

  
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4. **POSSESSION AND ACCESS TO THE DEVELOPMENT LAND**

- 4.1 IBL, to enable the Developer to exercise its Development Rights, has handed over the vacant, physical, unencumbered possession and occupation of the Development Land (together with privileges, rights and easements) to the Developer simultaneously with registration of this Assignment Agreement, failing which the Developer shall be deemed to be in physical possession of the Development Land and the Developer is fully satisfied with the same.
- 4.2 Simultaneous to the execution of this Assignment Agreement, Developer will follow the standard operating procedure (hereinafter referred to as "SOP") as applicable to IBL. The said SOP including the guidelines relating to basement and podium is detailed and attached as **Annexure - V**.
- 4.3 The Developer shall adhere to the said SOP and the guidelines contained therein. However, the SOP shall have to be in consonance with the Applicable Law, rules and regulations for the time being in force. In case of any ambiguity between SOP and the rules, regulations so framed by the competent authority with respect to the construction, the Developer shall follow the rules and regulations so framed by the competent authority in this regard. In such an event, the Developer shall not be liable to follow the SOP and JAL shall have no objection in this regard.

5. **DRAWINGS AND PLANS**

- 5.1 The Developer shall prepare and submit to GNIDA all architectural plans (namely layout plan, building plans, floor plans, unit plans, area statement sheets etc.) for carrying out development in the Development Land. The said plans shall be prepared by the Developer in accordance with rules and regulations and building bye-laws of GNIDA and the said plans shall be approved in the name of JAL.
- 5.2 JAL, if so required, at the request in writing of the Developer will submit to GNIDA the said architectural plans for the Development Land. The Developer shall carry out all revisions and/or modifications as required by GNIDA within the stipulated time and at its cost and responsibility. The Developer shall launch the residential Group Housing Project only after receipt of requisite approval of the architectural building plans from GNIDA.
- 5.3 The Developer shall comply with all the applicable rules and regulations of GNIDA and other authorities and shall ensure that the plans and drawings for the development on the Development Land are within the parameters of overall land use plan, layout plans, approvals / sanctions / permissions / clearances obtained by JAL in respect to the developments of Land 1.
- 5.4 The Developer shall accept variations, deletions, additions, alterations, modifications in the Development Plans in accordance with the requirement of GNIDA which may involve changes, including change in the surroundings of the Development Land, change in the number and height of the surrounding buildings. change in the nature of usage of the surrounding buildings etc. on the Total Land and the Developer shall be bound by such variations, deletions, additions, alterations and modifications etc. provided it do not result in any change in the (i) location and area of Development Land, common / adjacent roads in the periphery of the Development Land, (ii) entry to and exit from the Development Land, (iii) building plans, usage and area of the Development Land and (iv) the FAR Area assigned under this Assignment Agreement.

6. **PERMISSIONS, APPROVALS AND CLEARANCES ETC.**

- 6.1 Subject to Clause 6.3, it shall be the responsibility of the Developer to take all required approvals, permits, licenses, sanctions, clearances etc. in the name of the 'Developer and/ or its nominee(s), care of JAL' itself as may be required for development with respect to Group Housing Project at its own cost without any liability on JAL and IBL.
- 6.2 It is clarified that without in anyway mitigating or relieving the Developer of its sole obligation and responsibility to obtain all approvals, permits, licenses, sanctions, clearances etc., JAL, at the request of Developer shall provide reasonable assistance to the Developer for pursuing and obtaining the approvals,

For Industind Bank Ltd.

*Anurag K Sin*

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ASSOCIATES LIMITED  
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permits, licenses, sanctions, clearances relating to Development Land for development of the Group Housing Project. JAL shall not claim any additional compensation in this regard from the Developer and/or its nominee(s), subsequent assignee(s), if any.

6.3 JAL at the request of Developer shall provide requisite authorization(s) as may be required by the Developer for applying, pursuing and obtaining the approvals, permits, licenses, sanctions, clearances etc., in respect of development of the Group Housing Project land for exercising the Development Rights.

6.4 The Developer shall strictly adhere to and comply with the conditions mentioned in the approvals, permits, licenses, sanctions and clearances in respect of Group Housing Project and JAL shall not be liable for any violation or non-compliance of the same.

## 7. QUALITY OF CONSTRUCTION SAFETY AND COMPLIANCES OF LAWS

7.1 Pursuant to the execution of this Assignment Agreement, the responsibility towards the quality of construction and more specifically development in the Development Land shall be that of the Developer, and JAL and IBL shall not be liable for the same.

7.2 The development in the Development Land, as per land use, shall be residential (and any commercial component that may be allowed for development of Group Housing Project), for group housing development, as per the Development Plans as revised from time to time and the Developer shall adhere to the same. Further, the Developer shall be entitled to carry out the residential development including units and common areas and facilities for the purchasers/users of residential space/units in the Development Lands permitted by the GNIDA and Applicable Laws, rules, building regulations, adhering to:-

- (i) Standards and specifications laid down in the building regulations and other regulations of GNIDA/relevant Indian Standards/National Building Code, 2005 etc.
- (ii) Applicable master plans and rules and regulations of GNIDA and other relevant authorities.
- (iii) Government policies and relevant codes of BIS/IS relating to disaster management in land use planning and construction work.
- (iv) All other applicable and relevant laws, including but not limited to labour and environmental laws.

7.3 The Developer shall abide by the provisions of Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act, 2010 and RERA in particular and generally of all laws, rules, regulations and bye-laws governing the commencement, execution, carrying out, completion of the development, sale of apartments, maintenance of Common Areas & Facilities, formation of Apartment Owners Association etc., as applicable to the development of the Development Land and shall attend to, answer and be solely responsible and liable for any deviations, violations and / or breaches of any laws, regulations, rules etc.

7.4 The Developer shall permit the members, officers and representatives of JAL/GNIDA and workmen and other persons employed by JAL/GNIDA at all reasonable times of the day with at least 48 (forty-eight) hours prior written notice to enter into the Development Land and buildings to be or being erected thereupon in order to inspect the Development Land and buildings erected thereon.

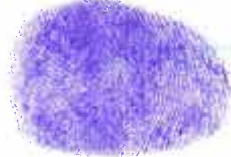
7.5 The Developer shall at all times make it clear to its agents, third parties and apartment buyers that JAL is not directly associated with the development of the Development Land and/or the quality of construction and standards thereto and is/are not liable to such party or obligated to it in any manner whatsoever

7.6 The assigned right to develop the FAR Area in the Development Land is exclusively for the Developer and all liabilities and obligations for the Development Land shall remain the sole responsibility of the Developer.

7.7 The Developer shall be entitled to enter into arrangement / agreement and appoint contractor(s), architect(s), employee(s), labour (s), consultant(s) representative(s), engineer(s), and other requisite

For Industind Bank Ltd.

Anurag M Jain



Signature

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For Gaursons India Private Limited

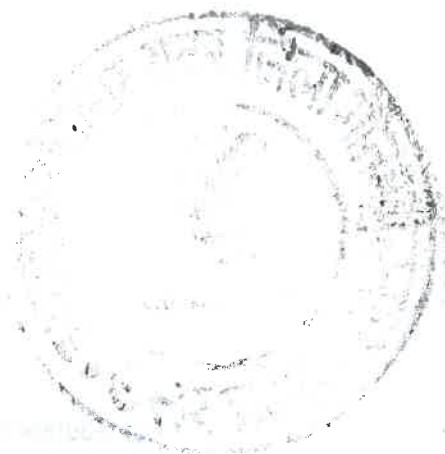
Authorised Signatory



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person(s)/ service provider(s) for carrying out construction, development and implementation of the Group Housing Project on the Development Land.

- 7.8 GNIDA shall have full right and title to all mines and minerals, coal, gold washing, earth oils and quarries in and under the Development Land or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same.
- 7.9 Excavation of earth/soil from the Development Land will be done by Developer after obtaining the requisite approvals from the relevant authorities. Dewatering of such sub-soil water during the excavation of earth/soil shall be the responsibility of the Developer. Developer shall have exclusive right on the excavated earth/soil for its disposal as it deems fit.

## 8. ESSENTIAL SERVICES AND RIGHT OF WAY

- 8.1 The Developer and/ or the subsequent assignee shall have the right to obtain the electricity and water connection from the competent authority at its own cost and expense. However, JAL hereby agrees to execute the requisite documentation in this regard which may be required to be executed in this regard. However, in case, the Developer approaches JAL to provide the water and drainage connection then in such an event JAL shall make necessary arrangements for and provide water supply, sewage system and drainage system, as a part of Shared Areas & Facilities, similar to those made available to other sub projects / plots in Jaypee Greens/Project in due course of time at a pre-defined single point on the periphery of the Development Land. The Developer shall be entitled to connect such extremal services with the Development Land without being required to pay any additional amount in this regard. However, this will not absolve the Developer from payment of maintenance and replacement charges and water charges etc. if any as per rates (which shall not be more than the rates so determined by the JAL) to JAL or designated maintenance agency, as the case may be.
- 8.2 The Developer shall have a right of way to the roads adjoining the Development Land and shall be entitled to enter upon such roads for the purpose of accessing the Development Land. The Developer shall have a right to put up signages/boards indicating the location of the Development Land in Jaypee Greens as per the mutually agreed locations in the Project.
- 8.3 The provision of all services including essential services inside the Development Land shall be the responsibility of the Developer and it shall be responsible for laying and carrying necessary works for the same at its own cost.
- 8.4 The Developer shall be responsible for making suitable and adequate arrangements for solid waste management at its own cost.
- 8.5 The Developer shall be responsible for arranging electricity and water to meet its requirement during the construction period.

## 9. TIME FOR CONSTRUCTION AND DELIVERY OF APARTMENTS

- 9.1 The Developer shall plan and complete the development of the Development Land as per the approved plans within a period stipulated in the said approval of building plans for the Group Housing Project from GNIDA subject to the terms of this Assignment Agreement. Any delay due to acts, commissions or omissions of JAL that may result disruption, interference or delay in progress or completion of the Group Housing Project by the Developer, if duly notified by the Developer in writing to JAL within 3 days of such disruption, interference, delay in progress or completion of Group Housing Project by the Developer and which are not rectified by JAL within notice period shall be excluded while calculating the above period
- 9.2 The Developer shall offer the possession of the apartments to its customers as per the Applicable Law.
- 9.3 In the event the Developer is not able to complete the construction as stipulated in Clause 9.1 then the Developer shall be entitled to seek extension of the said period from GNIDA, on payment of fee/ charges as levied by GNIDA, if any.

For Indusind Bank Ltd.

  
Anurag K. Singh  
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Anurag K. Singh  
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9.4 The Developer shall be entitled to construct a temporary or permanent fence, barbed wire etc., around the Development Land as per its requirements. JAL shall have no objection in this regard.

## 10. MARKETING AND SELLING / TRANSFERRING THE DEVELOPED APARTMENTS

10.1 The Developer may use "Jaypee Greens, situated in G-Block Surajpur kasna Road, Greater Noida" in its address for indicating the specific location of the site and that it is located within the Jaypee Greens situated in G-Block Surajpur Kasna Road, Greater Noida in its brochure, online sales, final definitive documents, promotional and marketing material. However, the Developer is not authorized to use "Jaypee Greens" in any manner, either expressly or impliedly so as to convey an impression that the Group Housing Project developed or being developed by the Developer is -part of the project of Jaypee Group or has been /is being developed, constructed or carried out by Jaypee Group. The Developer for such limited usage of words "Jaypee Greens" would not be liable to pay any license fee, payment etc. to JAL and or any entity owning the rights to use the words "Jaypee Greens".

10.2 The Developer shall have the right to determine the name, logo, mark, brand name etc., of the Group Housing Project to be developed on the Development Land and draw up the marketing and promotion scheme, prepare marketing, advertising and promotional materials, including but not limited to brochures, pamphlets, advertisements through electronic media, print media and all other means as decided by the Developer.

10.3 The Developer shall not display or exhibit in the Development Land any picture posters, statues, other articles, which are prohibited under the Applicable Law for the time being in-force. The Developer shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, which shall be constructed in the Development Land expect at places as may be specified for the purpose by JAL, if so directed by GNIDA or any other Government Authority.

10.4 The Developer shall be entitled to offer, market, book, allot and advertise the proposed residential Group Housing Project on the Development Land to third parties without prior consent of JAL.

10.5 After execution of this Assignment Agreement, the Developer shall have an unequivocal right to assign the Development Rights to any subsequent assignee without any objection from IBL and/or JAL in this regard. Post the completion of the building(s)/towers in the Development Land and the Developer/subsequent assignee obtaining occupancy / completion certificate thereof, Developer/ subsequent assignee shall have the right to execute the sub-lease deeds/transfer deeds/ assignment deeds and sale of super structure in favor of the allottees / customers of the Developer/ subsequent assignee on the basis of the GPA executed by JAL in favor of the Developer. JAL shall grant such allottees / customers impartible and undivided rights up to the period expiring on 07.06.2094 i.e., for the remaining period of lease deed expiring first out of the Lease Deeds of which the Development Land is a part, in the Development Land and such right shall be proportionate to the super area of his/her unit to the total super area of the said building / tower. The Developer shall be transferring /assigning/ conveying the right, tile in the Development Land/ superstructure of the said unit to the assignee allottee / customer, as the case may be. The assignment in favor of allottees/ customers shall be executed by the Developer on the basis of GPA executed by JAL in favor of the Developer. JAL hereby assures, affirms and declare that it shall keep the GPA subsisting and shall not cancel it in any scenario. For this purpose, JAL has executed an irrevocable GPA in favor of the Developer.

10.6 The format of the conveyance deeds/ assignment deed/ or any other deed/ document to be executed with the assignee(s) allottees/customers of Developer shall be in consonance with the terms and conditions of the Lease Deeds and this Assignment Agreement and in accordance with the requirements/compliances, if any, of GNIDA.

10.7 JAL shall not charge any fee for executing any document as per clause 10.5 of this Assignment Agreement to the assignee(s), allottee(s) of Group Housing Project developed by the Developer and/ or the subsequent assignee, as the case may be.

For Indusind Bank Ltd.

*Arunima K Sin*

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10.8 All charges/fee/ Taxes/ stamp duty etc. for executing and registering the assignment deed/ or any other document for assigning the Development Land/ and or any unit shall be payable by the Developer/ subsequent assignee or its allottees/customers without any liability on JAL.

## 11. MAINTENANCE

11.1 The Developer shall, at its own cost, keep the Development Land, the construction raised thereon, partitions, pipes and appurtenances thereto or belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property on or pertaining to the Development Land are not damaged or jeopardized in any manner whatsoever.

11.2 The Developer shall ensure that the Developer / apartment owners association in the Group Housing Project developed by the Developer on the Development Land shall enter into a Maintenance Agreement with the JAL or Designated Maintenance Agency (hereinafter referred to as the "DMA") for maintenance of Shared Areas & Facilities in Project/Jaypee Greens situated in G-Block Surajpur Kasma Road, Greater Noida at the time of offer of possession.

11.3 In the event GNIDA permits the Subject Land to which the Development Land is a part to be converted into freehold during the subsistence of the Lease Deeds, individual unit owners/sub lessees shall get their impartible and undivided share of land freehold at their own cost and expense. JAL shall have no objection in this regard.

11.4 The Developer and/ or the apartment buyer shall pay the maintenance charges including replacement charges, if any, in respect of Shared Areas and Facilities, on pro rata basis as may be decided by JAL or DMA from time to time. The charges for Shared Areas & Facilities shall commence from the date the possession of Development Land is handed over to the Developer, in respect of such Shared Areas & Facilities as are available for use on the said date and for additional Shared Areas & Facilities from the date these are available for use, as per rates commensurate to other similar projects in Subject Land. It is hereby agreed to between the Parties that the Developer shall be liable to pay the Shared Areas & Facilities Charges to JAL and/ or the DMA, as the case may be @ 50% of the normal / applicable charges for the first 3 (three) years from the date of possession of the Development Land or the completion of the Group Housing Project on the Development Land, whichever is earlier.

11.5 JAL or DMA shall be entitled to collect all applicable taxes, dues, demands, charges duties etc. as may be levied by concerned municipal/ governmental authorities including but not limited to GNIDA or any other statutory body on units / area completed in the Group Housing Project, on pro rata basis from the Developer/ subsequent assignee so long as each unit within the Jaypee Greens situated in G-Block Surajpur kasma Road, Greater Noida is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc. are collectively levied for the Jaypee Greens situated in G-Block Surajpur kasma Road, Greater Noida or part thereof by concerned Municipal/ Governmental authorities including but not limited to GNIDA or any other statutory body. As and when the units in the Group Housing Project on the Development Land are separately assessed to such taxes, duties etc., it shall be the responsibility of the allottee/customer/owner/assignee to pay the same.

11.6 The Developer shall make its own arrangements for and maintain at its own cost for all civil amenities such as laying of lines for supply of electricity, water supply sewerage, drainage, internal roads, etc. within the Development Land at its own cost and connect the same with the main system of JAL in respect of services provided by JAL as per Clause 8.1 above and with the main system of the relevant authorities at its own cost. The Developer /its nominated maintenance agency will manage and maintain the Common Areas and Facilities and other amenities and infrastructure in the Development Land, enter into agreements with allottees / customers/ buyers and charge and collect maintenance charges from occupants/allottees of apartments and other premises in the Development Land, and the Developer shall comply with the provision of UP. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010

11.7 The Developer and/or the apartment buyers shall be charged for receiving supply of services like sewerage and water etc. to the Development Land at the rate as applicable for other inhabitants on the basis adopted by the JAL or DMA, However, JAL or DMA shall not be responsible for any interruption

*Arjun D. Sin*  
Authorized Signatory

For Gaursons India Private Limited

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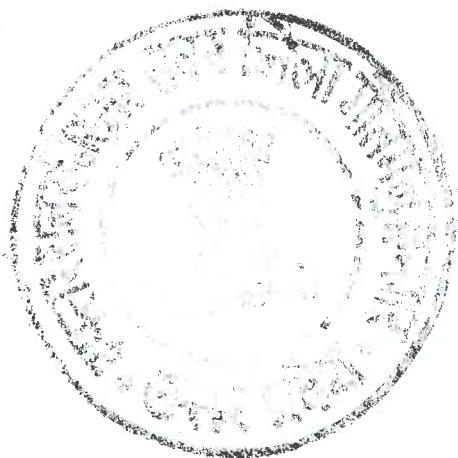
in water supply and / or electricity and/or its quality, subject to the condition that such interruption is not on account of any omission, commission by the JAL or DMA, as the case may be. The Developer may, at its own cost, make arrangements for alternative sources in case of any break down/ interruption, for any reason, in water supply, electricity supply or other services as may be provided by JAL or DMA.

- 11.8 The Developer/ subsequent assignee pay all the dues including the charges towards Shared Areas & Facilities and charges towards water supply etc. as per consumption and corresponding invoices raised by the JAL or DMA. Further, at the time of transfer of rights and obligations pertaining to maintenance of Common Area & Facilities within the Development Land to an association/society of apartment buyers or of the occupants/allottees etc., the Developer/ subsequent assignee shall ensure:
- (a) That the said association/society enters into an agreement with the JAL or DMA in a form and manner as may be decided by JAL or DMA for taking over the responsibility to promptly pay all the dues including the Shared Areas & Facilities Charges and the charges towards water supply etc. as may be provided by the JAL or DMA to the Development Tand as per invoices raised by JAL or DMA from time to time.
  - (b) That bye laws of the said association/society have provisions to ensure timely payment of the dues to JAL or DMA for availing the Shared Areas & Facilities and other services and that payment of the dues shall be the sole responsibility of such association/society and such dues shall have first charge on all inflows of the said association/society.

## 12. INDEMNITY

- 12.1 The Developer shall act independently in constructing and developing the Development Land and shall keep JAL and IBL indemnified and harmless from all or any actions, suits, claims, demands and proceedings, third party claims and cost or expenses that may be suffered by JAL and/or IBL in respect thereof on account of anything done or omitted to be done (including violation or noncompliance of the Applicable Laws, conditions of approvals, permits, licenses, sanctions, clearances obtained) by the Developer in connection with or arising out of the development in the Development Land at all times.
- 12.2 The Developer shall also keep JAL and IBL indemnified and harmless from all damages, including cost and expenses arising out of any claims of workers and employees of the Developer and actions arising out of any act or omissions or otherwise on their part.
- 12.3 JAL shall at all times, keep the Developer and IBL, its employees, representatives, agents harmless and indemnified in respect of all claims, actions and for all losses, damages, penalties etc., as may be brought against or suffered by or caused to them with respect to the Development Land or it's workmen/ representative resulting from or arising out of any action, omission, commission by JAL, its representatives, employees, agents etc. (including violation or non-compliance of the Applicable Laws, conditions of approvals, permits, licenses, sanctions, clearances obtained and any non-compliance of any other Applicable Law for the time being in force) by JAL in connection with or arising out of the development on the Total Land outside the Development Land; or on account of any act or omission by the JAL under this Assignment Agreement and / or the Lease Deeds.
- 12.4 JAL shall, indemnify, defend and hold harmless the Developer/ subsequent assignee, as the case may be against any and all proceedings, actions, third party claims for expenses, cost, claims, demands, liabilities etc., of whatever kind and nature due to or arising out of or in relation to any defect in the rights / title of JAL in the Development Land and/or Subject Land and/or any order, judgment, decree, directions of / passed by any court or any other competent authority affecting the right of the Developer in respect of the said Development Land and Group Housing Project.
- 12.5 In case any demand from any authority towards taxes, duties, levies and other charges in respect of the Development Land for the period prior to the date of execution of this Assignment Agreement is raised, the same shall be liability and responsibility of JAL without affecting the rights of the Developer in any manner whatsoever; and JAL shall keep the Developer harmless and indemnified for any loss, damage, claims, liability, cost, expenses etc., incurred to or causes by or suffered by Developer in this respect.
- 12.6 JAL hereby agrees to fully indemnify and hold harmless the Developer/ and or the subsequent assignee from all actions, demands, third party claims, liabilities, damages etc. of any nature whatsoever against





\*the Developer/ and/or the subsequent assignee due to any act, omission, commission of JAL in performing its obligations under this Assignment Agreement and/or otherwise and as a result of which the rights of the Developer and/or the subsequent transferee as mentioned in this Assignment Agreement with respect to the Development Land are affected in any manner whatsoever.

- 12.7 The Developer hereby agrees and undertakes that the Developer shall, keep and hold IBL, fully indemnified, saved, defended and harmless, from and against i) all claims / litigations/ disputes due to the reasons solely attributable to Developer's customers/ allottees/ lessees/ buyers/ lenders, and the like, and any claims/ litigations/ disputes in relation to the development undertaken by the Developer over the Development Land from the any government authority, statutory body, courts, tribunals, RERA authorities, etc .ii) and breach of any of the representation, warranties, covenants of the Developer under this Assignment Agreement.

### 13. MEMBERSHIP OF CLUBS TO APARTMENT OWNERS

The membership of the Boomerang Club, Golf Course, Club, Attendant, Facilities and/or any other club being developed by JAL or any of its assigns in Jaypee Greens shall be available on first cum first serve basis to the residents of the Group Housing Project to be developed in the Development Land by the Developer on payment of membership fee/charges and security deposit etc. as applicable from time to time. No separate social club is planned by JAL for the residents of the Group Housing Project being developed in the Development Land by the Developer. The Developer may plan to develop a social club/Community Facility for its residents/allottees within the overall FAR in the Development Land.

### 14. SPECIFIC PERFORMANCE

In the event any Party is in breach of or fails to fulfil/comply any terms or conditions of this Assignment Agreement, as applicable to it, ('defaulting party') and fails to rectify the same within the notice period given by the other party ('non-defaulting party'), then the non-defaulting party shall be entitled to get this Assignment Agreement and terms contained herein specifically enforced/performed and/or restrain the defaulting party through competent court, as the case may be, at the risk, cost and expense of the defaulting party.

### 15. ENTIRETY

This Assignment Agreement supersedes all prior discussions correspondence between the Developer, IBL and/or JAL and contains the entire agreement between them. No changes, modifications or alterations to this Assignment Agreement shall be done without written consent of all the Parties. Recitals, representations, warranties and covenants of the Parties contained in the recitals, schedules and annexure shall form an integral part of this Assignment Agreement.

### 16. SEVERABILITY

The invalidity or unenforceability of any provision of this Assignment Agreement shall not affect the validity or enforceability of any other provision of this Assignment Agreement which shall remain in full force and effect.

### 17. INTERPRETATION

- 17.1 In the event any of the provisions of this Assignment Agreement is possible to be construed in more than one way, one of which would render the provision in illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable. The language of each provision of this Assignment Agreement shall be construed according to its fair meaning.

- 17.2 In the event any Court determines any provision of this Assignment Agreement as not enforceable, the Parties agree that the provision shall be amended so that it is enforceable under law and affords the Parties the same basic rights and obligations and has same economic effect as prior to such amendment.

For Indusind Bank Ltd.

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For Gaursons India Private Limited

Authorised Signatory

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**18. NO WAIVER**

The failure of any Party at any time to require performance of any provision or to resort to any remedy provided under this Assignment Agreement shall in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced.

**19. MUTUAL DRAFTING**

The terms of this Assignment Agreement, including any ambiguity thereto are to be construed in accordance with their intended meaning as it is product of mutual negotiation of the Parties and it should not be interpreted against the Party who has initially drafted the Assignment Agreement.

**20. DISPUTE RESOLUTION**

Any dispute or difference whatsoever arising between two Parties and / or amongst Parties arising from or relating to this Assignment Agreement, shall be referred to a sole arbitrator to be appointed by mutual consent of the Parties and in case the Parties do not agree with the appointment of sole arbitrator then arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 and amendments made therein. The decision/award of the arbitrator shall be binding on all the Parties. The arbitration proceedings shall be conducted in English. The seat of such arbitration proceedings shall be at Noida or any other place as may be mutually agreed between the parties. However, any reference to arbitration shall be subject to a conciliation process to be adopted by the management of both the Parties for a period of 30 (thirty) days from the date of raising the dispute by a party. Further, it is clearly agreed to between the Parties hereto that in case of Parties are unable to appoint a sole arbitrator by mutual consent within a period of 30 (thirty) days from the date of the notice by a Party, then in such an event, any of the Party to this Assignment Agreement shall have a right to approach the competent court of jurisdiction for the appointment of arbitrator to try and entertain the dispute arising out of or in connection with this Assignment Agreement. The fees and expenses of the proceedings shall be paid and borne equally by all the Parties subject to the final award being passed by the sole arbitrator in this regard. The arbitration shall be conducted in English language.

**21. GOVERNING LAW**

All legal rights and obligations here under shall be determined in accordance with the laws of India. Any reference to any statute or rule shall be deemed to be a reference to such statute or rule as may be amended or substituted from time to time as applicable.

**22. JURISDICTION**

The Courts at Gautam Budh Nagar and High Court of Judicature at Allahabad as applicable shall have the exclusive jurisdiction in respect of all matters or disputes or differences arising out of this Assignment Agreement.

**23. NOTICES**

All notices by any party to the other under this Assignment Agreement shall be delivered personally or sent by registered mail with acknowledgement due or by e- mail marked to the attention of person notified herein below of such Party at the addresses set forth below or to such other person and/or to such other addresses may hereafter be intimated in writing by such Party to the other Party. Notices delivered personally shall be deemed to have been received on the date of receipt; notices sent by registered mail shall be deemed to have been received on the fifth day following mailing; and notices sent by e-mail shall be deemed to have been received one business day after transmission provided an original copy is mailed promptly within 3 (three) business days thereafter:

a) **Notices to the IBL:**

For Indusind Bank Ltd.

*Aminder Pal Singh*

Authorized Signatory



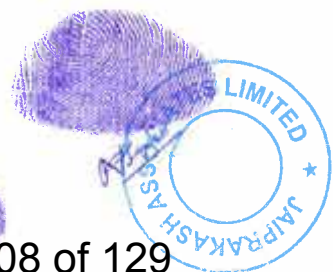
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For Gaursons India Private Limited

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Address	:	IndusInd Bank Limited, New Tower, Hyatt Regency Complex, Bikaji Cama Place-110029, New Delhi
E-mail	:	arvinder.palsingh@indusind.com

b) **Notices to the Developer:**

Address	:	Gaur Biz Park, Plot No. – 1, Abhay Khand II, Indirapuram, Ghaziabad – 201104, Uttar Pradesh
E-mail	:	veenu.singhal@gaursonsindia.com

c) **Notices to the JAL:**

Address	:	Jaiprakash Associates Limited, Sector 128, Noida-201304, Telephone No.-9810527610
E-mail	:	navneet.saxena@jalindia.co.in

24. **FORCE MAJEURE**

If the performance of obligations by any Party to this Assignment Agreement is prevented, in whole or in part, by causes beyond control of such Party which it could not avert despite its best endeavour and diligence due to any Force Majeure Conditions (as defined hereinunder), such party shall be excused from performing such of its obligations mentioned in this Assignment Agreement during and to the extent of the subsistence of such Force Majeure Conditions. Notwithstanding anything contrary contained in this Assignment Agreement, the Developer shall be entitled to extension of time for completion of construction and development of the Group Housing Project equivalent to the period of delay due to such Force Majeure Condition without any liability for penalty/interest: -

For the purposes of this Assignment Agreement, 'Force Majeure Conditions' means:

- (a) unforeseen occurrences such as acts of God, acts of nature, acts of war, fire, riot, civil unrest, blockage or embargo, explosion or fire, aggression, terrorism, vandalism, sabotage, earthquake or any other natural calamities, epidemic, quarantine restriction, lockdown, state/nationwide/industrywide strike or lockout (other than a Party's employees) or acts of the Government,
- (b) War (whether declared or undeclared), riot, civil war, insurrection, acts of public enemies, terrorism, or civil disturbance,
- (c) strikes, industrial disputes and/or lockouts directly affecting the Group Housing Project, construction and/or interrupting supplies and services to the Group Housing Project,
- (d) Any change in the governmental policy, laws, or regulations directly / indirectly affecting the Group Housing Project, including but not limited to expropriation or compulsory acquisition by any Government Authority of any assets or rights, other than for reasons attributable to the Party claiming benefit of this clause,
- (e) Any order, judgment, decree and/or direction of any court of competent jurisdiction, tribunal or statutory authority in India have the effect of stopping construction / development activity

For IndusInd Bank Ltd.

Arvinder Pal Singh

Authorized Signatory

For Gaursons India Private Limited

Authorized Signatory







on the Development Land and not resulting from any act of omission or commission of the Party claiming benefit of this clause.

**25. EXECUTION**

The original registered Assignment Agreement will be kept by the Developer, whereas the IBL and JAL can obtain the certified copy of the registered Assignment Agreement from the concerned Sub Registrar.

**26. FURTHER ASSURANCE**

Each Party agrees that it will, at any time, and from time to time, do execute, acknowledge, and deliver all such further acts and execute further agreements, documents and instruments as may be reasonably by the other Party in connection with and as per the requirements of this Assignment Agreement.

*[this space has been left blank intentionally]*

For Indusind Bank Ltd.

*Arun K Sin*

Authorized Signatory



For Gaursons India Private Limited

*[Signature]*  
Authorized Signatory



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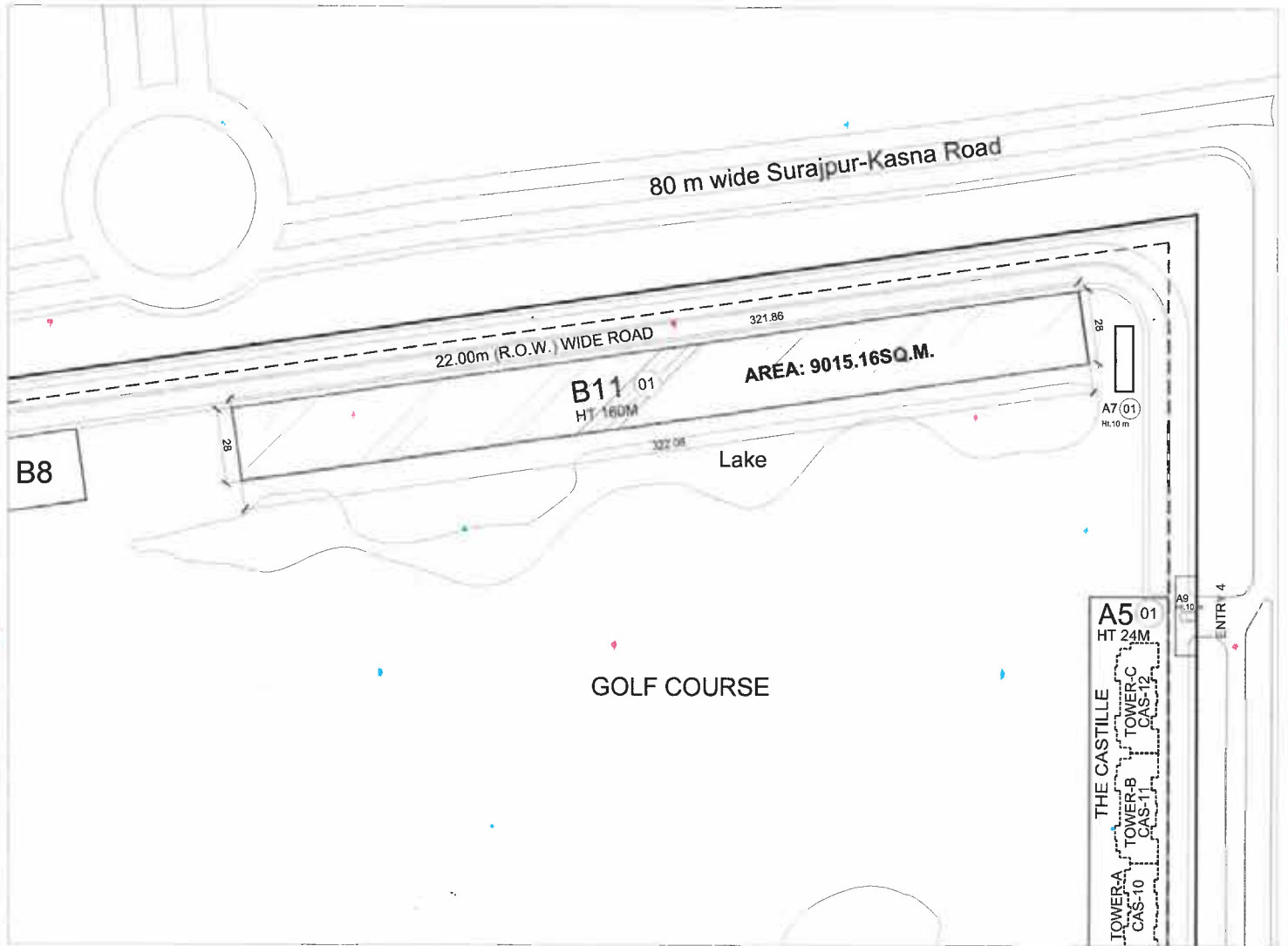




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# DETAIL OF POCKET - B11 JAYPEE GREENS, GREATER NOIDA



**MAX PERMISSIBLE FAR = 123095SQ.M.**  
**MAX PERMISSIBLE GROUND COVERAGE = 7500SQ.M.**

For Gaursons India Private Limited

For Industrial Bank Ltd.

*Arjun K. Singh*

*[Signature]*  
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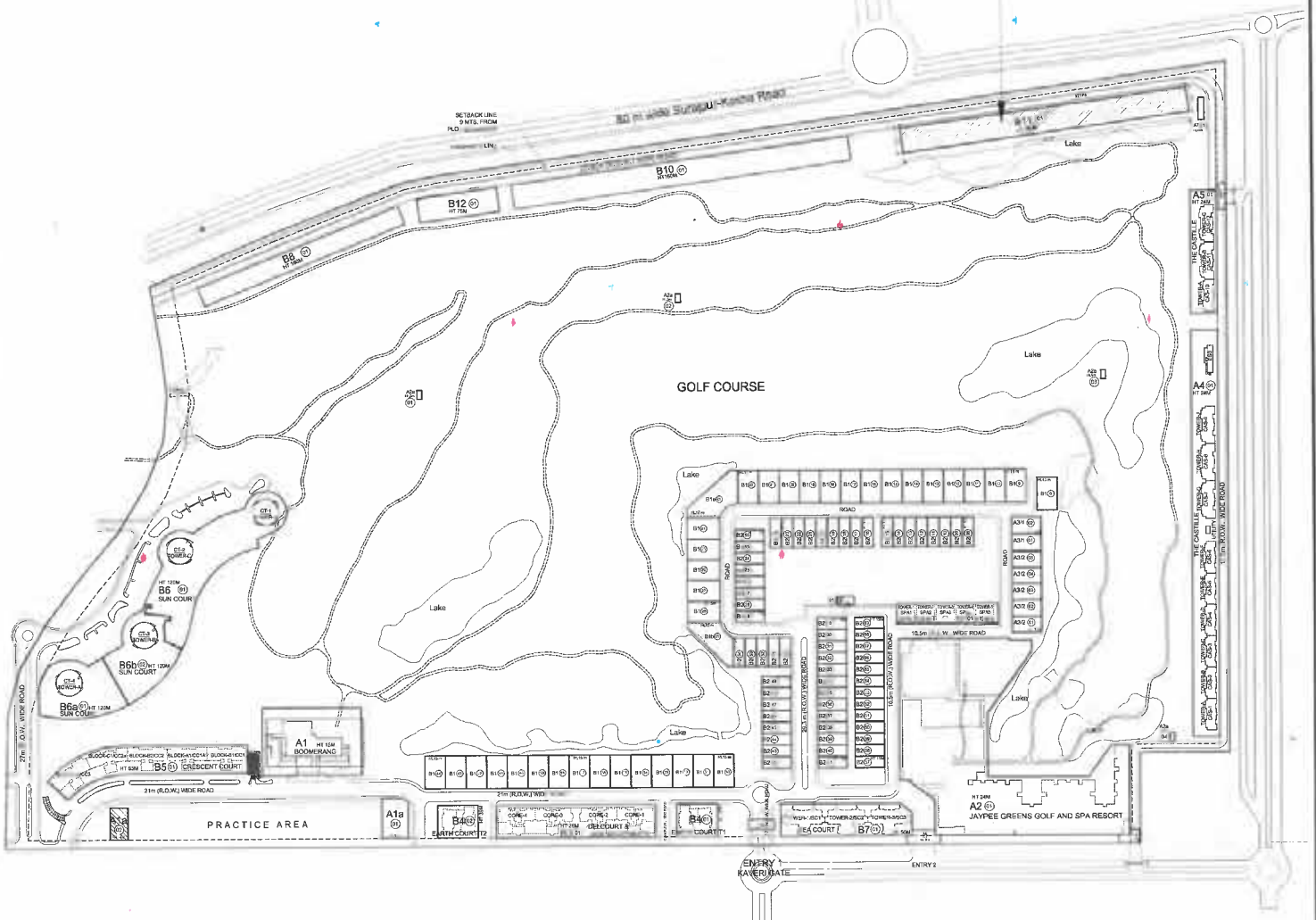
	JAYPEE GREENS, GREATER NOIDA		ARCHITECTURE & PLANNING DEPT.		NORTH
	DRAWING TITLE B11, Land-I JAYPEE GREENS, GREATER NOIDA	DEALT BY	APPROVED BY	N.T.S.	
	CHECKED BY	DATE	DRAWING NO. JPG-GN/ARCH/B11/01		





# LOCATION PLAN JAYPEE GREENS, GREATER NOIDA

**B-11**



For Gaursons India Private Limited

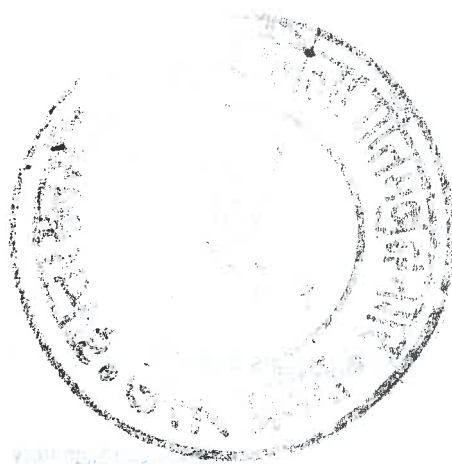
For Indusind Bank Ltd.

Authorised Signatory



	PROJECT <b>JAYPEE GREENS, GREATER NOIDA</b>	ARCHITECTURE & PLANNING DEPT.		E NORTH
	DRAWING TITLE <b>LOCATION PLAN                  B11, LAND-I, JAYPEE GREENS,                  GREATER NOIDA</b>	DEALT BY	APPROVED BY	N.T.S.  DRAWING NO. <b>JPG-CN/ARCH/B11/02</b>
	CHECKED BY	DATE	<b>116 of 129</b>	





**Greater Noida Industrial Development Authority**

Plot No.01, Sector-KP-IV, Greater Noida City, Distt. G.B.Nagar

PLG/(BP)-907/2463

Dated: 09/16/2020

To,

M/s Jaypee Greens (A Division of Jaiprakash Associate Ltd)  
Surjapur Kasna Raoad, Greate Noida  
Distt. G.B.Nagar-201310

Sir,

With reference to your application no.-11190, dated-07.02.2020, for grant of Revised Sanction of layout plan Land I, Golf Course, Sector 19&25, Jaypee Greens Greater Noida, I have to inform you that the sanction is being granted by the Authority with the following conditions:

1. This sanction is being granted under the provision of 'The Greater Noida Industrial Development Area Building Regulation 2010.
2. The validity of this sanction is up to-5 Years.
3. In case allotment is cancelled/lease in determine for whatsoever reason by functional department,afroesaid sanction shall automatically be deemed to have been withdrawn.
4. During this period,after the completion of construction it is necessary to apply for occupancy certificate.Time extension charge shall be payable as applicable.
5. During this period, after the completion of construction it is necessary to apply for occupancy certificate. Time extension charge shall be payable as applicable.
6. If demanded by the Authority. You shall be liable to pay charges for the provision of any further facilities/development/improvement.
7. A copy of the sanction drawing shall always be kept at site and shall be made available to any officer of the Authority on demand.
8. No addition/alteration is permitted in the sanctioned drawings. For any changes prior permission form the Authority required.
9. You shall be responsible for carrying out the work in accordance with the requirements of Greater Noida Industrial Development Building Regulation 2010. And directions made form time to time.
10. Prior permission is required before digging an under ground bore well.
11. No activity other than as specified in lease deed shall be permitted in the premises
12. Prior permission is permission from the Authority is required for temporary structure also like labour huts & site office
13. Gate shall open on to the service road only. Direct access to the main carriageway shall not be provided.
14. Services, rain water harvesting shall be laid as per approval of Authority.
15. No parking of any kind shall be permitted on r/w of road.
16. Pejometer shall have to be installed as per direction issued by Authority.
17. Complying with all the requirement for obtaining NOC from various departments prior to submission of application for occupancy shall be the responsibility of allottee irrespective of the proposal sanctioned by GNIDA.
18. Before starting construction, the NOC is required from Ministry of Environment & Forest under notification no-60(A) dated 27-1-1994 and its amendment from time to time or under notification dated 14-09-2006 which ever is applicable. The copy of shall be submitted to the Authority. If construction is started before obtaining the NOC, the sanction shall be treated as cancelled.
19. Before starting construction the NOC is required from Central Ground Water Authority under notification dated 15.11.2012. The copy of NOC from C.G.W.A shall be submitted to the Authority.If construction is started before obtaining the NOC,the sanction shall be treatedas cancelled.
20. Mechanical ventilation to be provided in the basement as per IS Code.
21. The Promoter shall follow the Appartment Act-2010 and its applicability to the project as per defined rules and amendments made in future.As per the Provision of U.P.Appartment Rules 2011.
22. The lead member shall ensure that all the subdivided plot holders shall get detailed plans of all the plots sanctioned and take completion thereafter as per Greater Noida Building Regulation.
23. The construction on the plot shall have to be done in accordance with the provisions of MOEF Guidelines 2010 and Honorable NGT orders from time to time in this regard.
24. The promoter shall inform the office of Concern Officer for site visit when construction upto plinth level and Gr. Floor Slab level is reached. After clearance from planning department the promoter can go ahead with Construction beyond plinth level & Ground Floor slab.
25. The Promoter will be get Labour Cess Registration done with Labour Dept. of U.P. and submit copy in the office of Concern Officer before Starting any construction.

Encl: Copy of sanctioned drawings ( )  
Copy to: G.M. (Engg.) for information and n.a.

Vaibhav Gupta  
S.M.(Arch)

S.M.(Arch)

वैभव गुप्ता  
वरिष्ठ प्रबन्धक (वास्तुकला)

For Gaursons India Private Limited

For IndusInd Bank Ltd.

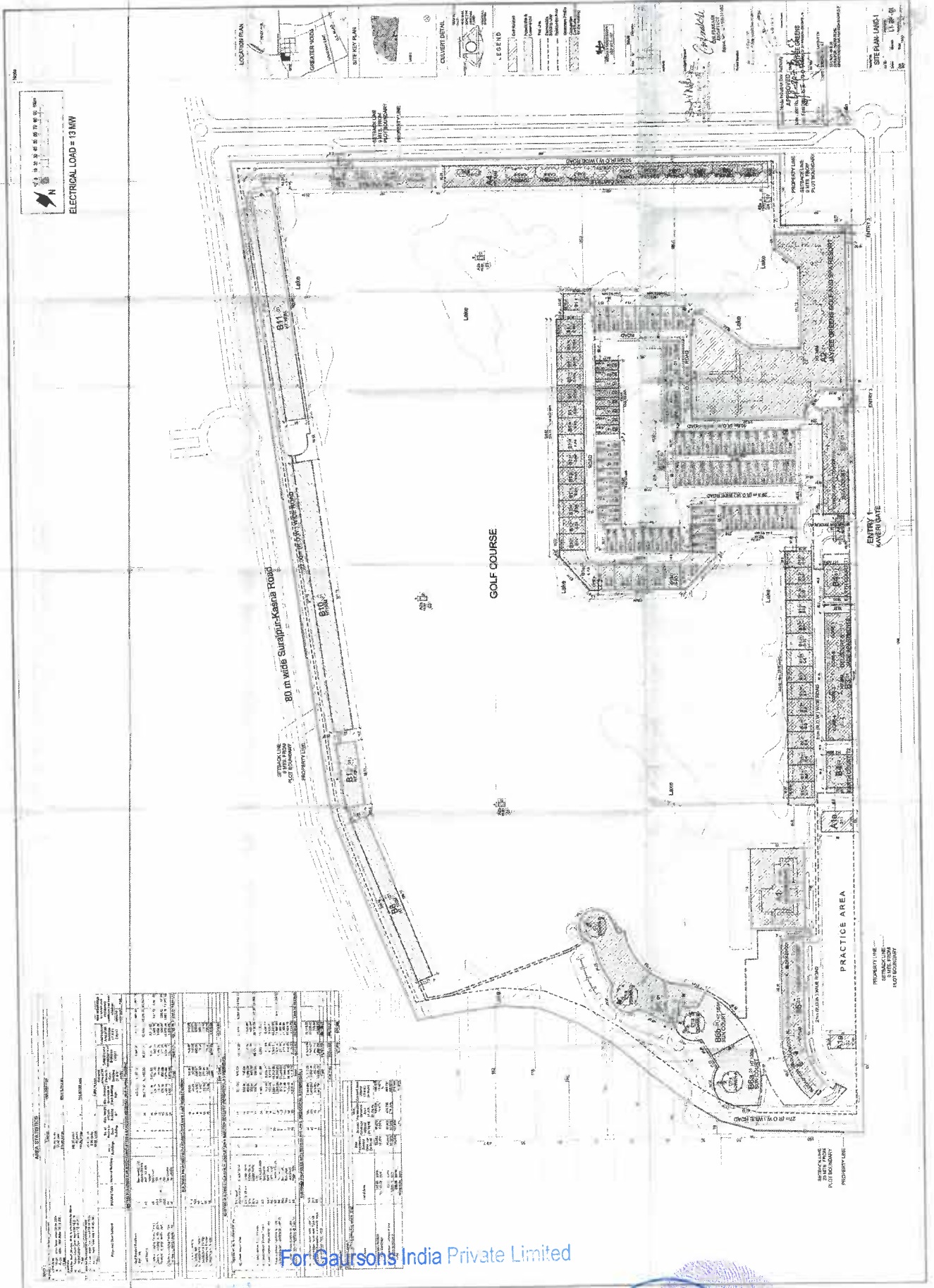
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For Indusind Bank Ltd.

For Gaursons India Private Limited

*Arjun K. S.*  
Authorised Signatory

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Authorised Signatory

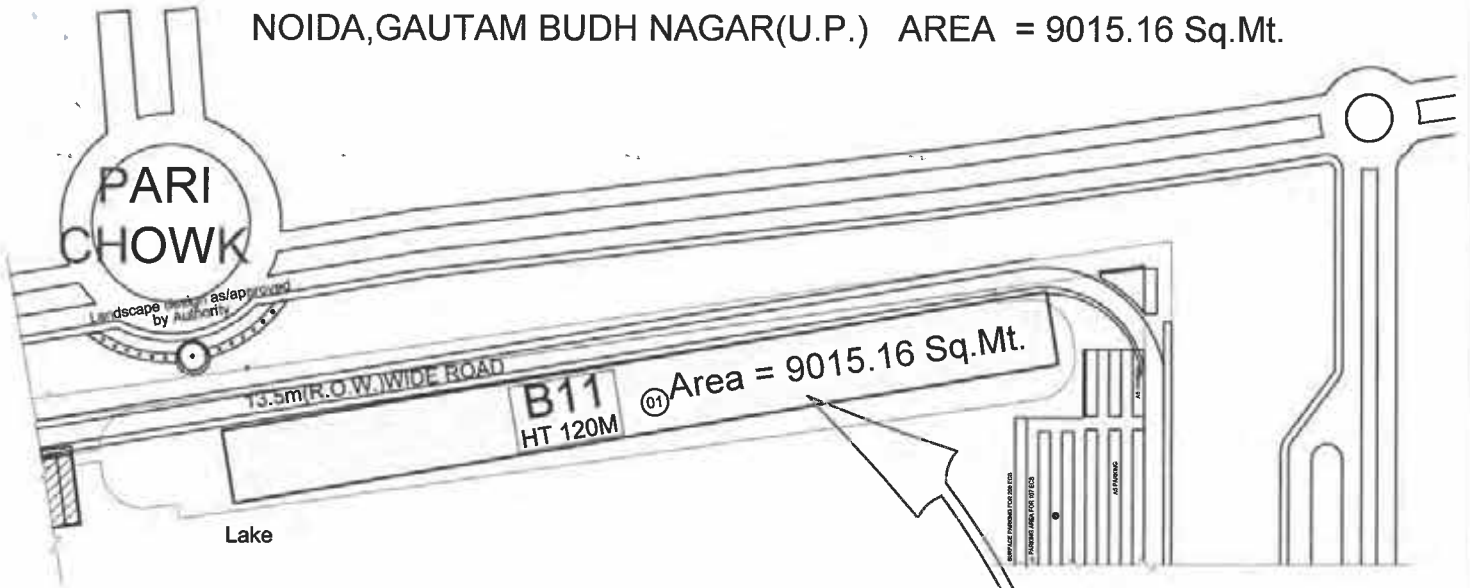




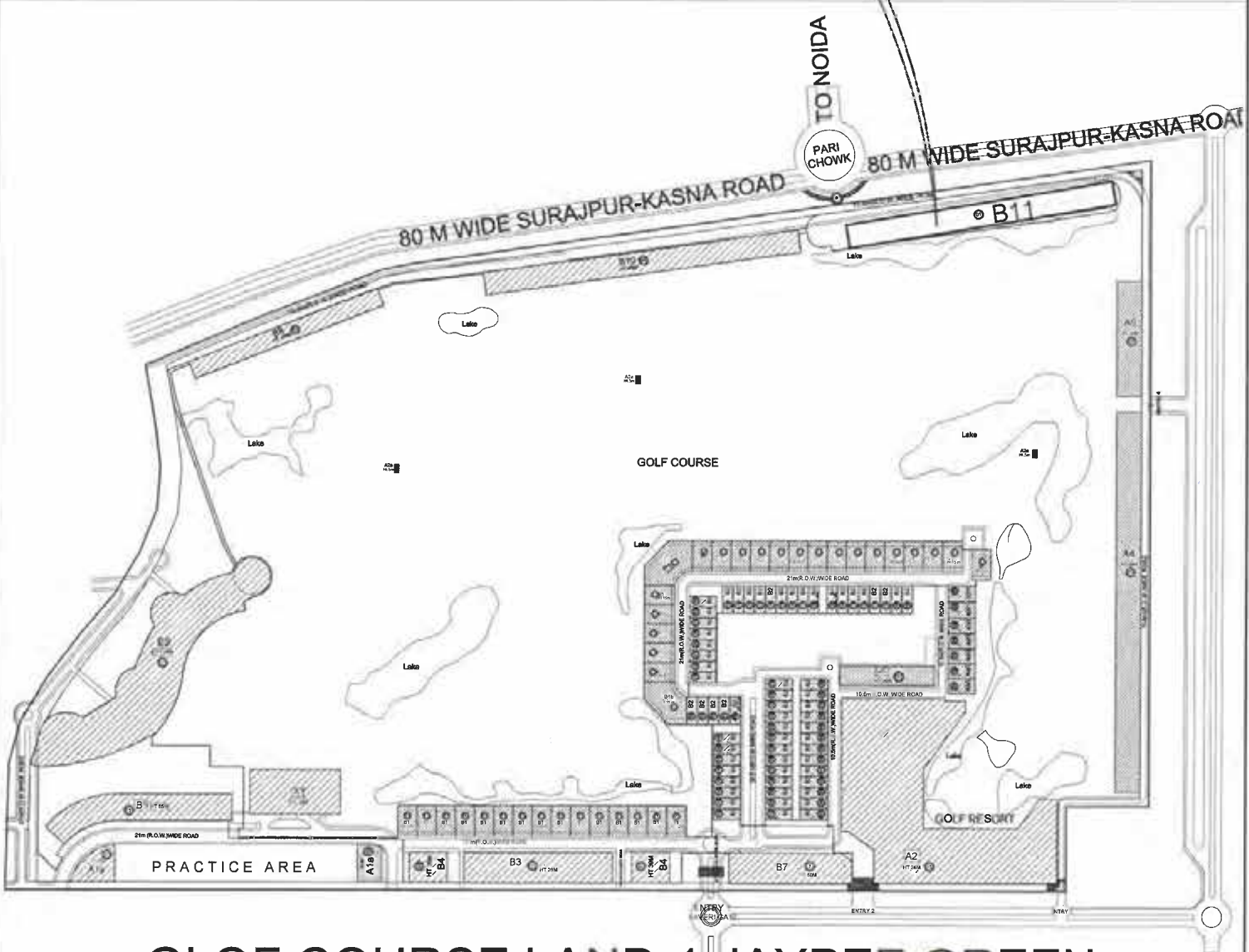


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"B11" AT SECTOR- 19 & 25 SURAJPUR- KASNA ROAD GREATER NOIDA,GAUTAM BUDH NAGAR(U.P.) AREA = 9015.16 Sq.Mt.



B11



# GOLF COURSE LAND-1 JAYPEE GREEN



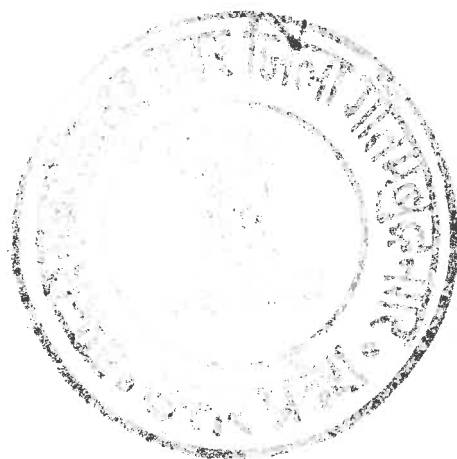
For Gaursons India Private Limited  
 Authorized Signatory  
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 Authorized Signatory

GAURSONS INDIA PVT. LTD.  
 For Gaursons India Private Limited  
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*[Signature]*  
 Authorized Signatory

JAYPRAKASH ASSOCIATES LIMITED  
 ARCHITECT I/G  
*[Signature]*  
 Authorized Signatory

AR ATEESH AGARWA  
 B. ARCH, DIP. PRGT, MGMT (LONDON)  
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 03/3121





## ANNEXURE V

### SOP JAYPEE GREENS, GREATER NOIDA

Standard Operating Procedure (SOP) to facilitate construction of Residential Towers by the Developer, the following guidelines have been prepared to bring in clarity in the process and procedures during execution of work:

(a) "**Company**" means the Jaiprakash Associates Ltd.

(b) "**Developer**" means the Party to whom the development rights have been granted for construction of Residential Towers.

1. Approach Road and the entry gate to be used during construction on the Development Land has been marked on Plan. The Developer will only use the specific road and entry gate indicated in the Plan only during night hours for bringing construction materials
2. Vehicle's movement on the Authority's road will be as per the guidelines of Greater Noida Authority and all approvals as necessary will be taken by the Developer directly from the concerned Authority.
3. The Developer will provide for security on the Development Land by appointing guard as per requirement. The Company shall not be responsible for the security of the men and material on the Development Land.
4. Developer will itself be responsible for the safety of his staff, labor and construction material and stores.
5. The Developer will keep the approach road clear of any obstruction, debris, construction material etc. to the satisfaction of the Company and local Government Authority.
6. Stacking of materials / debris etc will be done within boundary of Development Land by the Developer. The debris has to be thrown outside the premises of Jaypee-Greens, Greater Noida by the Developer to any designated/permissible area with the permission of the relevant authority,
7. Worker Camps, Site Offices, Sanitary arrangements for the workers / staff-Batching plants etc. will be provided by the Developer within the boundary of Development Land. Drawings indicating all these facilities will be submitted to the Company before start of work. Any requirement of permission from a Statutory Authority shall have to be obtained by the Developer.
8. The Developer shall ensure that no damage is caused by their workers / vehicles to the road side plantation, water supply lines, storm water drain, sewer line, electricity cables, roads or any other services.
9. Temporary fencing will be erected by the Developer around the Development Land
10. To ensure security of material and workers working on the plot developer shall cordon off other areas.
11. Water for construction & drinking during construction will be arranged by the Developer on its own.
12. Boring in the Development Land shall not be allowed, Temporary Electric connection during construction shall be arranged by Developer for which all expenses including tariff shall have to be borne by the Developer. DG sets required during construction shall be arranged by Developer at its own cost.
13. Developer shall provide rainwater harvesting as per the norms within the development area and storm water discharge, if any, during construction and during operation period shall be connected to the drain point provided by the Company for which Invert levels shall be communicated to the Developer.
14. The Developer will comply with all the applicable laws including the Labor Laws, rules and regulations, orders etc. in respect of the Labor / Workmen employed by them for construction purposes and/or any other statutory requirement.
15. Developer will be responsible for any mishaps or accidents on the Development Land or by its employees / vehicles and there will be deemed indemnity for the company.
16. Any specific approval required from any Authority pertaining to the construction activities shall be obtained on behalf of the Developer by the Company, without being responsible and / or liable for approval of the same by the concerned Authority in any manner and for which all expenses shall have to be borne by the Developers.
17. Supply of Permanent Services during operation phase:
  - a) The Developer shall be provided connections for the following services at single point by the Company for which costs / maintenance shall be payable by the Developer as per the details provided in the Agreement for Development Rights.
    - A. Potable water supply at single point
    - B. Treated effluent from SP at single point.
    - C. Sewer connection at single point.'
  - b) Developer shall make their own arrangements for electricity and its back-up at their own cost as per the norms of the relevant Authority.

For IndusInd Bank Ltd.

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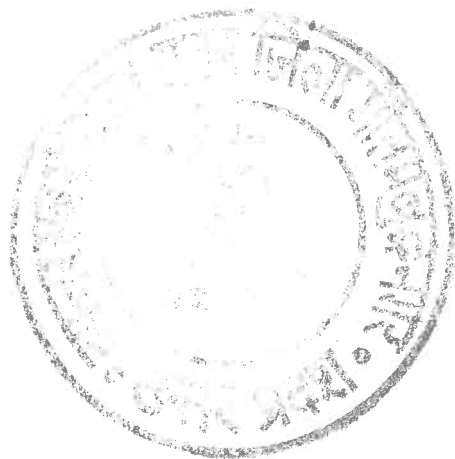
For Gaursons India Private Limited

*Arvind K. Sin*  
Authorised Signatory

*[Signature]*  
Authorised Signatory

*[Signature]*  
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- c) Developer may obtain PNG connection to the kitchen of each flat on chargeable basis from M/s. IGL.
- d) Fiber to home communication cable from central network for TV, Telephone & Data services for each flat shall be available at cluster level at a single point on chargeable basis. Further distribution to flats to be done by the relevant agency.

The designated contact person for overall coordination will be Maj. Gen Daljit Singh (Retd.) for any clarification/information the contact person can be approached.

For IndusInd Bank Ltd.

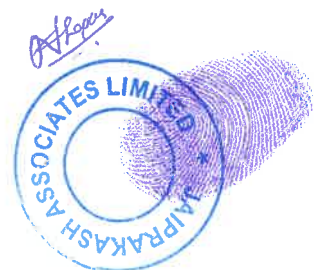
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Authorized Signatory



For Gaursons India Private Limited

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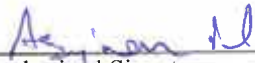




IN WITNESS WHEREOF, the Parties hereto have subscribed their respective hands to this Assignment Agreement on the day, the month and the year above written, in the presence of the following witnesses.


**FOR INDUSIND BANK LIMITED**

For Indusind Bank Limited


  
Authorized Signatory  
Name: Mr. Arvinder Pal Singh

**FOR GAURSONS INDIA PRIVATE LIMITED**


For Gaursons India Private Limited

  
Authorized Signatory  
Name: Ms. Veenu Singhal

**FOR JAIPRAKASH ASSOCIATES LIMITED**

  
  
Authorized Signatory  
Name: Mr. Navneet Kumar Saxena

**WITNESSES:**

1. Somesh Chhokar S/o Sh. Meesh Raj  
R/o. E-234 GC-06, Gaur City Greater Noida  

2. Ankur Bhatti S/o Sh. Man Singh Bhatti  
R/o Fuzailpur G.B. Nagar



आवेदन सं०: 202200743020320

बही संख्या 1 जिल्द संख्या 40693 के पृष्ठ 21 से 90 तक क्रमांक 6853 पर  
दिनांक 01/04/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*Kapil*

क्षमा गुप्ता, प्रभारी

उप निबंधक : सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

01/04/2022

प्रिंट करें

