

534

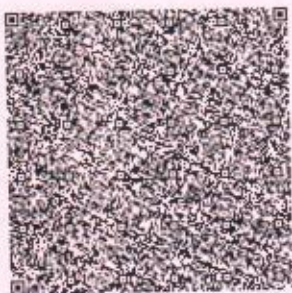


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP00857295500041N
Certificate Issued Date	: 28-Jan-2015 04:37 PM
Account Reference	: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0101029589293947N
Purchased by	: MAHAGUN INDIA PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: DEVELOPMENT RIGHTS ON LAND AREA 15580 SQ. METERS IN RESIDENTIAL POCKET B-9, SECTOR-128, NOIDA
Consideration Price (Rs.)	: 275,79,00,000 (Two Hundred Seventy Five Crore Seventy Nine Lakh only)
First Party	: JAYPEE INFRATECH LIMITED
Second Party	: MAHAGUN INDIA PVT LTD
Stamp Duty Paid By	: MAHAGUN INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 13,78,95,000 (Thirteen Crore Seventy Eight Lakh Ninety Five Thousand only)



.....Please write or type below this line.....

For JAYPEE INFRATECH LIMITED
Samra
 Authorised Signatories

For MAHAGUN INDIA PVT. LTD.
Devgan
 Authorised Signatory



XM 0002295809

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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.

SECRET



FCI MAHARAJA...

Authorised Signatory



ASSIGNMENT AGREEMENT

Consideration	-	Rs.2,75,79,00,000/-
Value as per Circle rate	-	Rs.78,67,90,000/-
Stamp duty paid	-	Rs.13,78,95,000/- (As per Consideration)

This Agreement is executed on this **28th day of January, 2015** at **Noida**, District- Gautam Budh Nagar, Uttar Pradesh.

BY AND AMONGST

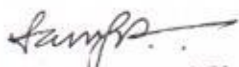
Jaypee Infratech Limited, (having PAN AABCJ9042R) a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector – 128, Noida – 201304, U.P. (hereinafter referred to as the "**JIL**" or the "**First Party**"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its Director **Shri. Sameer Gaur**, duly authorized vide Power of Attorney dated 10.09.2007 to execute this Agreement on behalf of the "First Party" and to be presented before the Sub-Registrar, Noida, on behalf of "**JIL**" by Shri. Pramod Kumar Aggarwal, R/o. A-1/8 (F.F.) Panchsheel Enclave, New Delhi-110017, being the Authentication Attorney holder of Shri. Sameer Gaur vide Authentication Attorney duly registered vide Bahi No. 6 Volume No. 1 Page Nos. 1 to 10 at S. No. 01 dated 02.12.2008 with Sub-Registrar (1), Noida, U.P.

AND


Mahagun India Private Limited (having PAN: AAACM6572A), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at B-66, First Floor, Vivek Vihar, Delhi 110 095, India (hereinafter referred to as the "**Developer**" or 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 and legal representatives acting through its Director **Sh. Amit Jain**, duly authorized by a Board resolution dated 06th November 2014 to execute this Agreement on behalf of the "**Second Party**".

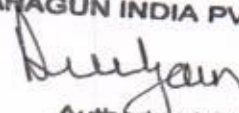
JIL or the **First Party** and the **Developer** or the **Second Party** shall individually be referred to as the respective "**Party**" and collectively as the "**Parties**".

For JAYPEE INFRATECH LIMITED


Authorised Signatories

2


For MAHAGUN INDIA PVT. LTD.


Authorised Signatory



For MAHAGUN INDIA PVT LTD

Authorised Signatory

Authorised Signatory

WHEREAS:

- A. The Government of U.P. constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697 / 77 - 04 - 2001 - 3 (N) / 2001 dated 24.04.2001 (name changed to Yamuna Expressway Industrial Development Authority vide GoUP Notification No. 1165 / 77 - 04 - 08 - 65N/ 08 dated 11.07.2008), under the U.P. Industrial Area Development Act 1976, presently having its principal office at 1st Floor, Residential Group Housing Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar-201308, U.P. (hereinafter referred to as "**YEA**") for anchoring development of Taj Expressway (renamed as the Yamuna Expressway vide GoUP Notification No. 1165/77-04-08-65N/08 dated 11.07.2008) which, *inter alia*, includes construction of six-lane, 160 Km long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra (hereinafter referred to as the "**Expressway**").
- B. By an agreement dated 07.02.2003, (hereinafter referred to as the "**Concession Agreement**") between Taj Expressway Industrial Development Authority (name changed to Yamuna Expressway Industrial Development Authority (i.e. **YEA**), and Jaiprakash Industries Ltd. (subsequently merged with Jaypee Cements Ltd. and subsequently name changed to Jaiprakash Associates Ltd.), (hereinafter referred to as "**JAL**") was granted concession for arrangement of finances, design, engineering, construction and operation of the **Expressway**, and to collect and retain toll from the vehicles using the **Expressway** during the term of the Concession Period, which is 36 (thirty six) years commencing from the date of commencement of commercial operation of the **Expressway** plus any extensions thereto, in accordance with the **Concession Agreement**.
- C. In terms of Clause 18.1 of the **Concession Agreement** and the directives of **YEA**, **JAL** the then concessionaire, incorporated a Special Purpose Vehicle, namely **Jaypee Infratech Limited (JIL)** for the implementation of the **Expressway** project. All the rights and obligations of **JAL** under the **Concession Agreement** were transferred to **JIL** by an Assignment Agreement dated 19.10.2007 duly executed by and amongst **YEA**, **JIL** and **JAL** followed by Project Transfer Agreement dated 22.10.2007 executed between **JAL** and **JIL**, and therefore, **JIL** is now the concessionaire for the **Expressway**.
- D. In terms of the **Concession Agreement**, **YEA** agreed to transfer on lease to **JIL**, 25 (twenty five) million square meters of land, for commercial, amusement, industrial, institutional and residential development at five or more locations alongside the **Expressway**, including 5 (five) million square meters of land at Noida/Greater Noida.

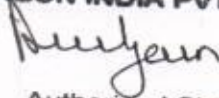
For JAYPEE INFRATECH LIMITED

3


Authorised Signatories

For MAHAGUN INDIA PVT. LTD.




Authorised Signatory

757,900,000.00 786,790,000.00 विक्रय अनुबंध विलेख (कब्जा) 80 10,080.00 4,000
 प्रतिफल मालियत अग्रिम धनराशि 10,000.00 फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री पुत्र श्री पवन कुमार जैन
 व्यवसाय व्यापार निवासी स्थायी अस्थायी पता
 ने यह लेखपत्र इस कार्यालय में बजे निबन्धन हेतु पेश किया।
 मे0 महागुन इडिया प्रा0 लि0 द्वारा अमित जैन
 पवन कुमार जैन
 बी 66, प्रथम तल, विवेक विहार, दिल्ली

दिनांक 30/1/2015

समय 4:06PM

लिखाकत अली
 मि0 लि0 नोएडा-1

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विजेन्द्र कुमार प्रभारी
 उप निबन्धक (प्रथम)
 नोएडा

30/1/2015

निष्पादन लेखपत्र वाद सुनने व समझने के लिये व प्राप्त धनराशि रु. प्रलेखानुसार उक्त
 विक्रेता

श्री प्रमोद कुमार अग्रवाल
 प्रतिनिधि जे पी इन्फ्राटेक लि0 द्वारा समीर गौड़
 पुत्र श्री स्व0 आर पी अग्रवाल
 पुत्र/पत्नी श्री पेशा नौकरी

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री राजकुमार अग्रवाल
 पुत्र श्री राम चन्द्र प्रसाद अग्रवाल
 पेशा नौकरी

निवासी 33एफ ओमेगा गेटर नोएडा

व श्री सन्दीप पुरी
 पुत्र श्री आर एल पुरी

पेशा नौकरी
 निवासी सै0 128, नोएडा

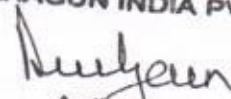
ने की।
 प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

- E. **YEA**, in part discharge of its obligations under the **Concession Agreement** for transfer of 5 (five) million square meters of land for development at Noida/Greater Noida, transferred on lease, for a period of 90 (ninety) years, 498.94 Hect. (1232.38 acres) of land (hereinafter referred to as the "**Leased Land**") to **JIL** through various lease deeds at Noida, the details of which are provided in **Annexure - I** attached hereto (hereinafter referred to as the "**Lease Deeds**") as per the terms and conditions specified therein, and the balance 1.06 Hect. (2.62 acres) land for development is in the process of being transferred by **YEA** to the **JIL** to complete the transfer of 5 (five) million square meters of land at **Noida**.
- F. Out of 498.94 Hect. (1232.38 acres) **Leased Land**, 434.35 Hect. (1072.84 acres) land (hereinafter referred to as the "**Subject Land**") falls in Sectors 128, 129, 131, 133 and 134 at Noida (since named as Jaypee Greens Wish Town, Noida).
- G. **YEA** granted rights in favour of **JIL** to transfer the whole or any part of the **Subject Land**, whether developed or undeveloped; by way of plots or constructed properties; or otherwise dispose of its interest in the **Subject Land**/or part thereof to any person in any manner whatsoever without requiring any consent or approval of **YEA** or of any other relevant authority.
- H. **JIL** has prepared land use plan, layout plan and other plans for the development of the **Subject Land** (named as Jaypee Greens, Wish Town, Noida), which were approved by New Okhla Industrial Development Authority, (hereinafter referred to as the "**NOIDA**") vide letter no. NOIDA/STP/2011/371 dated 23.03.2011, valid for a period of 5 (five) years i.e. till 22.03.2016 and have since been revised and submitted by **JIL** to **NOIDA**, which are under consideration of **NOIDA**. The said land use plan, lay out plan and other plans as approved by **NOIDA** or any approved revision thereof are hereinafter referred to as "**Development Plans**".
- I. **JIL** is in the process of development of the **Subject Land** as per the **Development Plans** and has already developed some types of residential, commercial, institutional and recreational properties in 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 **NOIDA**.

For JAYPEE INFRATECH LIMITED


Authorised Signatories

For MAHAGUN INDIA PVT. LTD.


Authorised Signatory



विक्रेता

Registration No.:

534

Year :

2,015

Book No. :

1

0101 प्रमोद कुमार अग्रवाल प्रतिनिधि जे पी इन्फ्राटेक लि0 द्वारा समी
स्व0 आर पी अग्रवाल
से 0 128, नोएडा
नौकरी



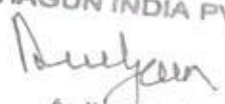
MAHAGUN INDIA LTD
MAHAGUN INDIA LTD


- J. JIL desires to assign its **Development Rights** over 87,000 (Eighty Seven Thousand) square meters of built up area to be counted towards **FAR** within a demarcated plot of land in the **Subject Land** to a suitable party for development of a residential group housing project.
- K. The **Developer** has offered to JIL that it is willing to take up the development of 87,000 (Eighty Seven Thousand) square meters of **FAR Area** at a demarcated plot of land (**Development Land**) in the **Subject Land** for residential group housing project involving construction and development of up to 500 (Five hundred) dwelling units with necessary facilities and amenities subject to applicable laws.
- L. On the request of the **Developer** and for the Consideration payable by the **Developer** to JIL, JIL has agreed to assign the **Development Rights** over 87,000 (Eighty Seven Thousand) square meters of **FAR Area** (out of its entitlement as per the **Development Plans**), (hereinafter referred to as "**FAR Area**") on the piece of land, being pocket No. B-9B, (having area of 15,580 Sq. Mtrs) as described and marked in **Annexure II** attached hereto (hereinafter, for the purpose of this Agreement, referred to as the "**Development Land**") and its location as described and marked in **Annexure III** attached hereto being pocket No.B-9B, which is part of Group Housing Cluster B-9, Sector- 128, Noida, (**Development Land**) forming part of the **Subject Land**, in favour of the **Developer**, for the purpose of construction and development of residential group housing project ('Group Housing Project'), through this **Agreement** on mutually agreed terms and conditions as contained in this **Agreement**.
- M. JIL has represented, assured, warranted and confirmed to the **Developer** that:
- (i) JIL is the owner of the leasehold rights in the **Development Land** and is in peaceful and vacant possession of the **Development Land**, which is earmarked for use as residential group housing and JIL 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 **Developer** and that the **Developer**, 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 comprising of up to 500 (Five Hundred) dwelling units, 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 JIL or by any person/s claiming for and on behalf of JIL subject to the terms of this Agreement.

For JAYPEE INFRA TECH LIMITED


Authorized Signatories

For MAHAGUN INDIA PVT. LTD.


Authorized Signatory



क्रेता

Registration No. : 534

Year : 2,015

Book No. : 1

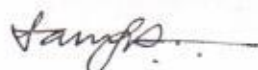
0201 मे0 महागुन इडिया प्रा0 लि0 द्वारा अमित जैन
पवन कुमार जैन
बी 66, प्रथम तल, किवेक विहार, दिल्ली
ब्यापार

Amit Jain



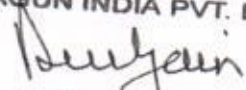
- (ii) JIL shall, subject to the terms mentioned herein, grant consents, permissions, no objections etc. from time to time in respect of the **FAR Area** as may be required by the **Developer** for developing the **FAR Area** as per applicable layout plan of **Subject Land**, building plans of pocket No. B-9B and rules & building regulations of **NOIDA**.
- (iii) The **FAR Area** on the **Development Land** for Group Housing Project is available as per the **Development Plans**.
- (iv) The **Development Land** and **FAR Area** is free from all encumbrances, mortgages, liens, charges, pledges, security, assignment, privileges or priority of any kind having the effect of security or other such obligations, acquisition, injunction, gifts, 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 and there are no pending attachment proceedings of the Income Tax Department or any other department with respect thereto and no pending proceedings for acquisition or requisition or notices therefore, and there is no impediment whatsoever in the way of **JIL** in assigning by way of this **Agreement** the **Development Rights** in **FAR Area** over the **Development Land** to the **Developer** and there are no restrictive covenants operating upon it and/ or the **Development Land**.
- (v) **JIL** undertakes that it shall, at all time to come, not omit or do or cause to be done anything whereby the **Development Rights** granted in favour of the **Developer** in the **FAR Area** over the **Development Land** are avoided, forfeited, extinguished or prejudicially affected in any manner whatsoever. **JIL** undertakes that it shall defend its rights, title and interest in the **Development Land** and shall indemnify, defend and keep the **Developer** indemnified and hold it harmless against all claims, costs, expenses, liabilities, demands, due to any and all third party claims, actions, proceedings and/or litigation for any reason, which the **Developer** may suffer by reason of or arising out of any defect in title, interest and leasehold rights of **JIL** in the **Development Land** and/or **FAR Area**.

For JAYPEE INFRA TECH LIMITED



Authorised Signatories

For MAHAGUN INDIA PVT. LTD.



Authorised Signatory



- (vi) The payment of premium amount of the **Leased Land** has already been made by **JIL** to **YEA** and annual prevailing lease rent for the **Subject Land** payable to **YEA** is the obligation of the **JIL** and the **Developer** shall not be liable on this account and **JIL** shall be liable to indemnify the **Developer** for all the losses, damages occurred, caused to or suffered by the **Developer** due to the default in the payment of installments of prevailing lease rent to **NOIDA/YEA**;
- (vii) There is no legal impediment in entering into this **Agreement** and development of **FAR Area** on the **Development Land**;
- (viii) There are no dues or demands pending in respect of the **Development Land** and all costs, charges, rents, premiums, etc. in respect of the said **Development Land** have been fully paid as on date by **JIL**.
- N. Based on the aforesaid representations, assurances, warranties and confirmations of **JIL**, the **Developer** has approached **JIL** for grant/assignment of **Development Rights** of the **FAR Area** over the **Development Land** and **JIL** has agreed to assign the **Development Rights** in respect thereof to the **Developer** for a consideration of ₹ 275,79,00,000/- (Rupees Two hundred seventy Five Crores, Seventy Nine Lacs Only) (hereinafter referred to as the '**Consideration**') on mutually agreed terms and conditions recorded herein.

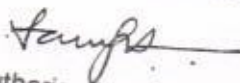
NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. **DEFINITIONS**

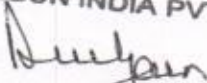
The following expressions shall unless repugnant to the context or subject, have the meanings hereunder respectively assigned to them;

- 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 **NOIDA**.
- b. "**Assign**" shall mean and include the assignment of the **Development Rights** in **FAR Area** over the **Development Land** solely and exclusively to the **Developer**.
- c. "**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**.

7
For JAYPEE INFRATECH LIMITED


Authorised Signatories

For MAHAGUN INDIA PVT. LTD.


Authorised Signatory

- d. "Development Rights" shall have the meaning as ascribed to it in Clause 2.4.
- e. "FAR Area" shall have the meaning ascribed to in Recital herein.
- f. "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**.

2. **Assignment of Development Rights**

2.1 JIL hereby assigns the **Development Rights** to the **Developer** in respect of **FAR Area** for the **Developer** to develop the Group Housing Project on the **Development Land** and the **Developer** accepts the same for a Consideration i.e. ₹ 275,79,00,000/- (Rupees Two hundred seventy five Crores, Seventy nine lacs only) payable as per terms of this **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 **NOIDA** or any other authority at any point of time shall have no corresponding increase in the **FAR Area** assigned to the **Developer** under this **Agreement**. JIL 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 Consideration.

2.2 The **Developer** shall not be entitled to develop/construct the built up area to be counted towards FAR which is more than 87,000 sq.mtr. However, in the event, **NOIDA** during the process of approval of the Building Plans considers the Building Plans submitted for approval in a manner which results in built up area counted towards FAR to be more than 87,000sq.mtr, then the same shall be allowed up to 1% i.e. 870sq.mtr on payment for such increased FAR @ Rs. 31,700 per sq. mtr. by the

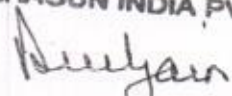
For JAYPEE INFRATECH LIMITED


Authorized Signatories

8



For MAHAGUN INDIA PVT. LTD.


Authorized Signatory

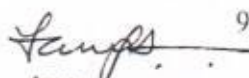
Developer to the **JIL** before the approval of the said building plans. It is clarified that even if due to any direction of **NOIDA**, the built up area counted towards FAR exceeds more than 1% of 87,000 sq. mtr, then the **Developer** shall be required to amend the building plans in such a manner that it reflects the maximum FAR of $87,000 + 870 = 87,870$ sq.mtr.

2.3 In the event it is found that at the time of the completion of the Project or on part completion that the built up area to be counted towards FAR is more than the FAR of 87,000 sq mtrs, the **Developer** shall be liable to pay to the **JIL** for such extra utilization of FAR at a penal rate of Rs. 1,07,640/- per sq mtrs (10,000/- per sq. ft) to be paid before applying for completion certificates with **NOIDA**.

2.4 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 there from, including but not limited to exclusive right to/ for:

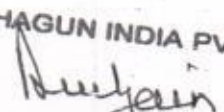
- i. enter upon the **Development Land** without any hindrance and with rights and liberty of ingress and egress;
- ii. appear before the appropriate authority (ies) to pursue necessary applications, permissions, approvals etc., relating to the Group Housing Project;
- iii. marketing and branding of the Group Housing Project;
- 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**. **JIL** 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**;

For JAYPEE INFRATECH LIMITED


Authorized Signatories



For MAHAGUN INDIA PVT. LTD.



Authorized Signatory

- vi. to cause **JIL** to execute sub-lease of impartible and undivided share / rights in the **Development Land**, 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; and
- viii. to enter into tri-partite agreements with financial institution and apartment buyers for housing loans for which NOC(s) will be issued by **JIL** to the **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; and
- xiii. generally do all other acts, deeds and things as per the terms of this Agreement as may be required for exercising development rights (herein after collectively referred to as the "**Development Rights**")

2.5 The **Developer** has inspected and satisfied itself regarding the **Development Land**. 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 Agreement.

2.6 Subject to Clause 2.8, the **Developer** shall not sell, gift, assign or enter into any arrangement with any third party for transfer or having the effect of transfer of the undeveloped assigned **FAR Area**, save and except right to book, allot and enter into arrangement for sub-lease, renting, license of units/ residential apartments to be constructed on the **Development Land** and receive Consideration and all other amounts for booking, allotment, sub-lease, renting, license and maintenance of areas in the Group Housing Project as per terms of this Agreement.

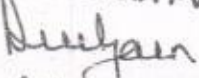
For JAYPEE INFRATECH LIMITED


Authorized Signatories

10



For MAHAGUN INDIA PVT. LTD.


Authorized Signatory