

e-Stamp

Signature

Certificate No.

IN-UP36648849763234W

Certificate Issued Date

16-Jan-2024 11:52 AM

Account Reference

NEWIMPACO (SV)/up14042704/GAUTAMBUDH NAGAR 2/UP-GBN

Unique Doc. Reference

SUBIN-UPUP1404270469036065217995W

Purchased by

CRC GREENS PRIVATE LIMITED

Description of Document

Article 5: Agreement or Memorandum of an agreement

Property Description

DEVELOPMENT RIGHTS ON LAND AREA 111432 SQ METERS GROUP
HOUSING POCKET C-1 IN JAYPEE GREENS GRM MOIDA

Consideration Price (Rs.)

JAIRAKASH ASSOCIATES LIMITED

First Party

CRC GREENS PRIVATE LIMITED

Second Party

CRC GREENS PRIVATE LIMITED

Stamp Duty Paid By

10,00,00,000

Stamp Duty Amount(Rs.)

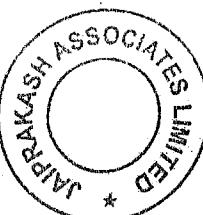
(Ten Crore only)

CERTIFICATE LOCK



IN-UP36648849763234W

Please write or type below this line



CRC GREENS PVT. LTD/CRC GREENS PVT. LTD.

Authorised Signatory

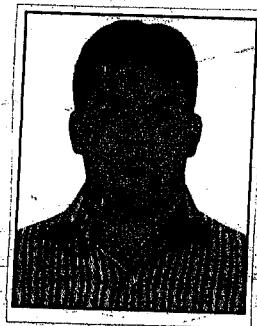
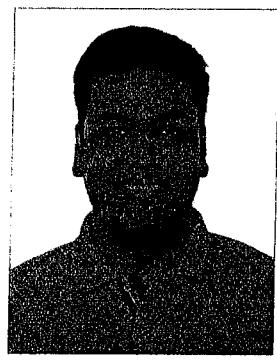
Authorised Signatory

RD 0019982430

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.stampitapp.com or using e-Stamp Mobile App or Stock Holding. Any discrepancy in the details on this Certificate and as available on the website/ Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please inform the Competent Authority.





ASSIGNMENT AGREEMENT

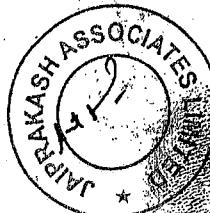
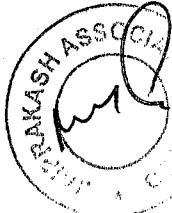
This Agreement is executed on this **15th day of January, 2024** at Noida, District- Gautam Budh Nagar, Uttar Pradesh.

BETWEEN

Jaiprakash Associates Limited (having PAN : AABCB1562A) a Company duly incorporated under the provision of the Companies Act, 1956 and governed under the provisions of the Companies Act, 2013 and having its registered office at Sector – 128, Noida-201304, U.P., (hereinafter referred to as "**JAL**" the "**First Party**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in title and assigns, represented by **Sh Manoj Gaur**, Executive Chairman duly authorized to execute this Agreement and to be presented before the Sub-Registrar, Noida, of the **FIRST PART**;

AND

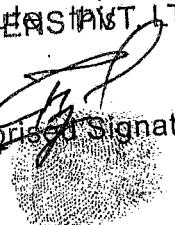
CRC Greens Private Limited (having PAN: AALCC5655P) a Company duly incorporated and validly existing under the provisions of the Companies Act, 2013 and having its registered office at 111, Vardhman Mayur Market, CSC Phase III, Delhi 110096 (hereinafter referred to as the "**Promoter**" or the "**Second Party**"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, permitted assigns, executors, successors and legal representatives acting through its Authorized Signatory **Sh. Kunal Bhalla** duly authorized to execute this Agreement on behalf of the "**SECOND PART**".

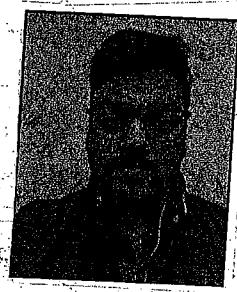
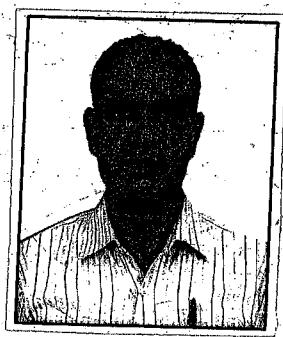


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JAL or the **First Party** and the **Promoter** or the **Second Party** shall individually be referred to as the respective "**Party**" and collectively as the "**Parties**".

WHEREAS:

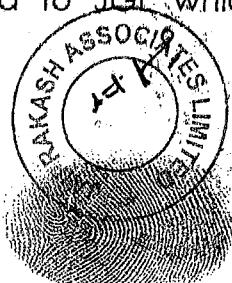
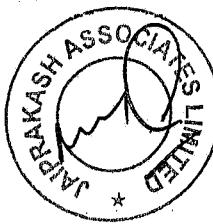
A. **JAL** is the lessee of Total Land (as hereinafter defined) and is developing the project / integrated township, Jaypee Greens situated in G-Block Surajpur Kasna Road, Greater Noida (**Jaypee Greens, Greater Noida**) spread over 452.26 acres of land ("**Total Land**") which has been earmarked for development of golf course, club house, hotel/resort and for construction 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 acres on lease granted by the Greater Noida Industrial Development Authority (hereinafter referred to as the "**GNIDA**") vide three separate Lease Deeds viz.,

(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

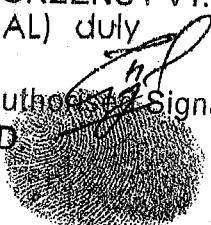
(b) Lease Deed dated June 8, 2000 in respect of 215.38 acres of land executed between GNIDA and Mussoorie Hotels Limited (name changed to **JGL** which subsequently merged with **JAL**) duly



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Authorised Signatory



विक्रय अनुबंध विलेख (बिल्डर)

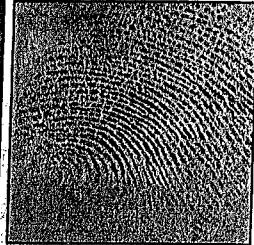
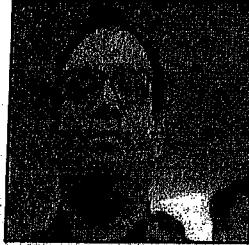
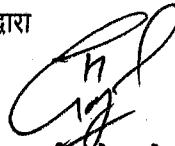
बही सं: 1

रजिस्ट्रेशन सं: 1645

वर्ष: 2024

प्रतिफल- 2000000000 स्टाम्प शुल्क- 100000000 बाजारी मूल्य - 2000000000 पंजीकरण शुल्क - 20000000 प्रतिलिपिकरण शुल्क - 240 योग : 20000240

श्री सीआरसी ग्रीन्स प्राइवेट लिमिटेड द्वारा कुनाल भल्ला द्वारा
हिमांशु गोयल प्रमाणीकृत मुख्यार,
पुत्र श्री पवन कुमार गोयल
व्यवसाय : अन्य
निवासी: ए2/108, टावर-4ए, पूर्वांचल सिल्वर सिटी-2, सेक्टर-फड़-2, ग्रेटर नोएडा



श्री. सीआरसी. ग्रीन्स प्राइवेट लिमिटेड द्वारा कुनाल भल्ला द्वारा

हिमांशु गोयल प्रमाणीकृत
मुख्यार

ने यह लेखपत्र इस कार्यालय में दिनांक 16/01/2024 एवं
04:28:21 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रेम प्रकाश सिंह

उप निबंधक : सदर ग्रेटर नोएडा

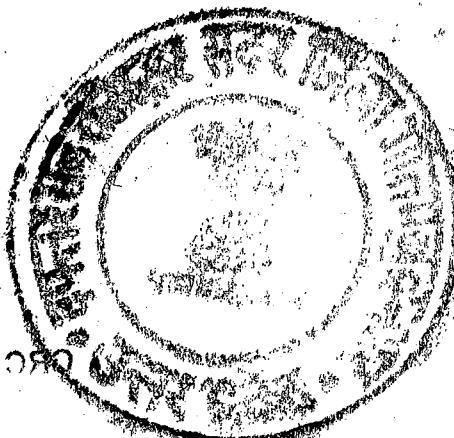
गौतम बुद्ध नगर

16/01/2024

आर० बी० दिवाकर
निबंधक लिपिक

16/01/2024

पंजीकरण

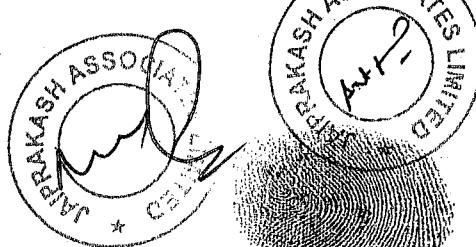


पंजीकरण अधिकारी

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 2**, which were approved by GNIDA vide letter no. PLG/ (BP)-908-S-Rec-OPA-5571 dated 14/08/2012, valid for a period of 5 (five) year i.e. till 13/08/2017 and same further revalidate on 08/09/2017 vide **GNIDA** letter no. PLG/(BP)-908(S)/5952. The layout plans of **Land 2** have been revised and have been submitted to **GNIDA** for its approval on 7/6/2019 vide letter ref. no. JAL/GNIDA/2019/482 dated 7/6/2019 which are under process of approval. "**Development Plan**".
- F. As per the **Development Plan**, out of the said Land 2, land admeasuring 176.63 acres of land has been earmarked for its development as Sports related facilities and nature reserve park and the balance area of 38.75 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 C-1, admeasuring 15,432 square meters approximately(hereinafter referred to as "**Development Land**") (as described and marked in **Annexure A** attached hereto, and its location as described and marked in **Annexure B** attached hereto) has



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Authorised Signatory

Authorised Signatory

बही सं: 1

रजिस्ट्रेशन सं: 1645

वर्ष: 2024

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

श्री जयप्रकाश एसोशिएट्स लिमिटेड द्वारा मनोज गौड़ के द्वारा
अंकित अग्रवाल, पुत्र श्री श्याम सुन्दर अग्रवाल

निवासी: फ्लैट सं-एल-72, गुलशन इकबाना, सैक्टर-143, नोएडा

व्यवसाय: अन्य

फ्रेता: 1

श्री सीआरसी ग्रीन्स प्राइवेट लिमिटेड द्वारा कुनाल भल्ला के द्वारा
हिमांशु गोयल, पुत्र श्री पवन कुमार गोयल

निवासी: ए2/108, टावर-4ए, पूर्वांचल सिल्वर सिटी-3, सैक्टर-
पाई-2, ग्रेटर नोएडा

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री मस्त राम बडोनी, पुत्र श्री गोपी राम बडोनी

निवासी: 96बी, डिफेन्स एन्क्लेव पार्ट-2, उत्तम नगर, दिल्ली

व्यवसाय: अन्य

पहचानकर्ता: 2

श्री गोपाल गोयल, पुत्र श्री विनोद कुमार गोयल

निवासी: फ्लैट सं-ए-303, एमएसएक्स अल्फा होम्स, अल्फा-01,
ग्रेटर नोएडा जिला गौतम बुद्ध नगर

व्यवसाय: अन्य

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

टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रेम प्रकाश सिंह

उप निबंधक: सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

16/01/2024

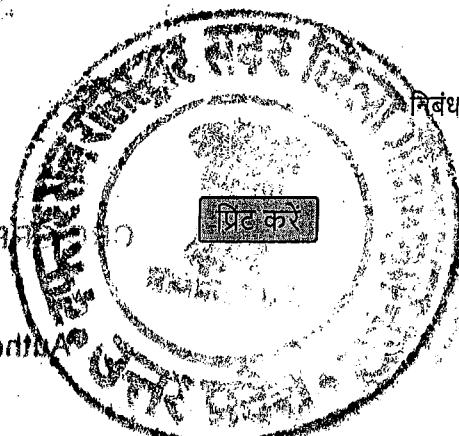
आर० बी० दिवाकर

निबंधक लिपिक गौतम बुद्ध नगर

16/01/2024

GTU-TV9 निवासी

गौतम बुद्ध नगर



been earmarked for development of condominium apartments having a ground coverage of 7,000 square meters with maximum height of 160 meters with a total sanctioned covered area of 1,57,005 square meters to be counted towards FAR and to be utilized for development of units.

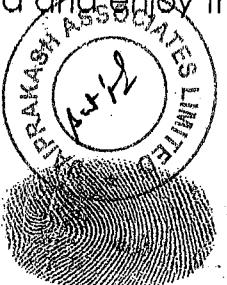
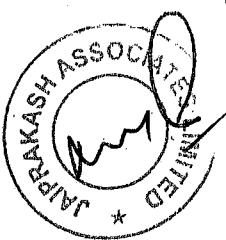
H. **JAL** is in the process of development of the **Land 2** including the **Development Land** as per the **Development Plan** and has already developed some types of residential, commercial, institutional and recreational properties on the **Subject Land** and is entitled to develop more residential, 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**.

I. **JAL** desires to assign its **Development Rights** (as defined in Clause 2.4) over the **Development Land** for 1,57,005 square meters of built up area to be counted towards **FAR** (hereinafter referred to as "**FAR Area**") within the **Development Land** in the **Subject Land** to a suitable party for development of a residential group housing project

..k. On the request of the **Promoter** and for the one time agreed Consideration received / to be received by **JAL** from the **Promoter**, as per the understanding arrived at between **JAL** and the **Promoter**, **JAL** has agreed to assign / transfer all its rights associated with the **Development Land** in favour of the **Promoter**, for the purpose of construction and development of the group housing project, through this **Agreement**, on mutually agreed terms and conditions as contained in this **Agreement**.

J. **JAL** has represented, assured, warranted and confirmed to the **Promoter** that:

(i) **JAL** is the owner of the leasehold rights of the **Development Land** and in vacant possession of the **Development Land**, which is earmarked for use as residential group housing and **JAL** is legally competent to assign / transfer the development rights in the FAR Area of the **Development Land** and to execute this Agreement giving all the development rights in the FAR Area exclusively to the **Promoter** and that the **Promoter**, upon performance of the covenants herein contained, shall be entitled to peaceably and quietly hold and enjoy the development rights and carry out the



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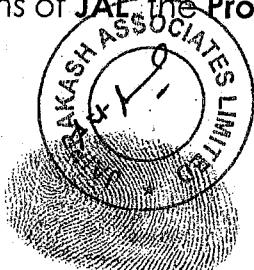
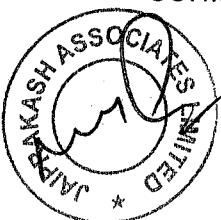
CHRG CHAMBERS PVT LTD

Household Products

construction of the group housing project comprising of up to 600 **numbers of 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 **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, shall grant consents, permissions, no objections etc., from time to time, in respect of the **FAR Area** as may be required by the **Promoter** for developing the **FAR Area** as per applicable layout plan of the **Subject Land**, building plans of group housing cluster no. C-1 and 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 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.
- (iv) The payment of premium amount of the Leased Land has already been made by **JAL** to **GNIDA** and annual prevailing lease rent for the **Subject Land** payable to **GNIDA** shall be the obligation of **JAL**. The proportionate annual lease rent of the **Development Land** shall be paid by the **Promoter** to **JAL** as and when demanded by **JAL**. This will be treated as project cost by the **Promoter** to the extent not recovered from prospective allottee(s), purchaser(s) buyers and transferees of units in the **Project**.
- (v) 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 **JAL**.

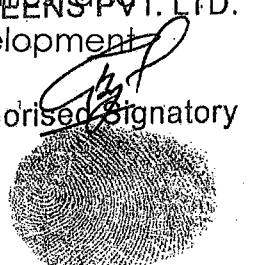
Based on the aforesaid representations, assurances, warranties and confirmations of **JAL** the **Promoter** has agreed to take the Development



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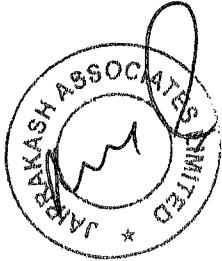
Rights of the **FAR Area** over the **Development Land** and **JAL** has agreed to assign the Development Rights, in respect thereof, to the **Promoter** for a one time agreed consideration detailed below in the Agreement (hereinafter referred to as the "**Consideration**"), paid / payable to **JAL**, on mutually agreed terms and conditions recorded herein.

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

1. Definition

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

- a. "**Agreement**" shall mean this Assignment Agreement including all Schedules and Annexure hereto, as may be amended / supplemented by the **Parties** from time to time in writing.
- b. "**Allottee(s)/ Purchaser(s)**" shall mean and refer to the customer(s) / purchaser(s) to whom the residential dwelling unit(s) in the group housing project is or will be allotted / sold by the **Promoter**.
- c. "**Applicable Law**" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, rules and regulations and other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this **Agreement** or thereafter.
- d. "**Approvals**", means and refer to all permissions and approvals required for construction and development, including no objection certificates, clearances, permits, building plan sanction, occupation certificate, completion certificate, exemptions and any other approvals including but not limited to from Airports Authority of India, Pollution Control Board, Ministry of Environment & Forest, fire departments, mining, Indian Green Building Council, approvals required from **GNIDA** and/or local bodies/ any Governmental



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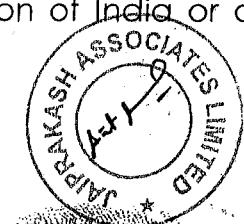
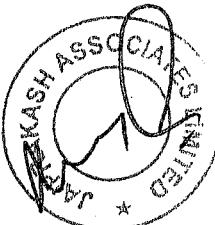
Authorised Signatory





Authority or from any other person, as the case may be, for construction, development, ownership and occupancy of the group housing project on the **Development Land**, and approval, if any required from **GNIDA** and/or any Government Authority for leasing, disposal, transfer of or creation of third party interest, commencement of sales and marketing of the group housing project on the **Development Land**.

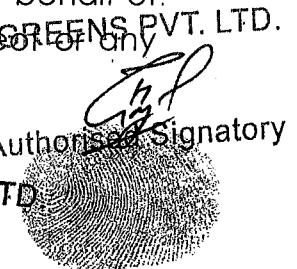
- e. "**Additional Area**" shall mean and include the area, which is not counted towards **FAR** (Non-FAR Area and other area constructible in addition to **FAR Area**) on the **Development Land**, as permissible under building regulations of **GNIDA**.
- f. "**Assign**" shall mean and include the assignment of the **Development Rights** by **JAL** in **FAR Area** over the **Development Land** solely and exclusively to the **Promoter**.
- g. "**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 **Promoter** in and around the buildings within the **Development Land**.
- h. "**Development Rights**" shall have the meaning as ascribed to it in Clause 2.4
- i. "**Development Land**" shall have the meaning as ascribed to it in Recital **G** herein.
- j. "**FAR Area**" shall have the meaning as ascribed to in Recital **I** herein.
- k. "**Governmental Authority(ies)**" shall mean any government authority, statutory authority, government department, agency, commission, board, forum, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Union of India or any State or other subdivision thereof or any



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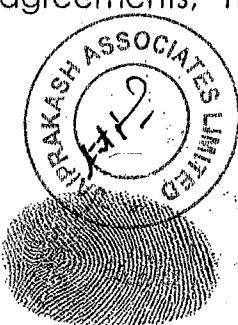
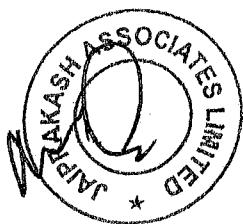
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municipality, district or other sub-division thereof, including any municipal/ Greater Noida Authority/local authority having jurisdiction over any matter pertaining to the construction, development and sale of the group housing project in **Development Land**.

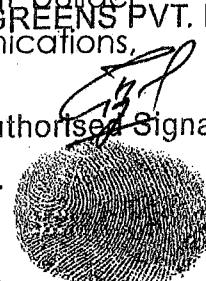
- I. **“Marketing”** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the **Promoter** for (a) sale / renting/ transfer of the saleable area / residential dwelling units in the group housing project, (b) fixation of price, and (c) the allotment, sale/ renting / transfer or any other method of disposal, transfer or alienation of the saleable area / residential dwelling units and the receipt and acceptance by the Promoter of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto.
- m. **“Project”** shall mean and refer to the development of residential group housing and all other appurtenant facilities, amenities and infrastructure required / permitted to be developed on the **Development Land** as per Applicable Law, by construction thereon utilizing inter alia the **FAR Area** (including 5% additional green FAR as per clause 11.4, in case granted / approved by **GNIDA**).
- n. **“RERA”** shall mean the Real Estate (Regulation and Development) Act, 2016 along with applicable rules for the State of Uttar Pradesh, as amended from time to time, and all circulars, rules, notifications, guidelines, etc. applicable thereto.
- o. **“RERA Authority(ies)”** shall mean any authority(ies) constituted, by whatsoever name under the provision of **RERA**.
- p. **“Sales Documentation”** shall mean all the documents required to be executed with /issued to the **Allottee(s)/Purchaser(s)** during the entire process of allotment / transfer of the saleable area / residential dwelling units of the **Project** including but not limited to application forms, provisional / final allotment letters, apartment / unit builder buyer agreements, maintenance agreements, communications, CRC GREENS PVT. LTD.



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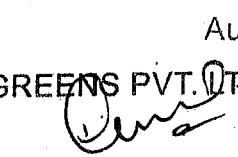
demand notices, possession handover documents, tripartite loan documents, etc.

- q. "**Saleable Area**" shall mean and refer to such portions of the **Project** that are available for transfer / sale in the open market to prospective buyers as per the Applicable Law, including the proportionate undivided interest in the **Development Land**.
- r. "**Shared Areas & Facilities**" shall mean the colony level areas and facilities within **Total 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 **Total Land**.

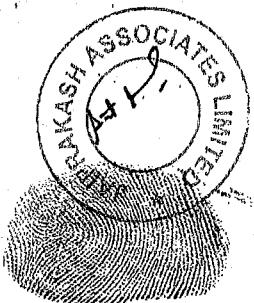
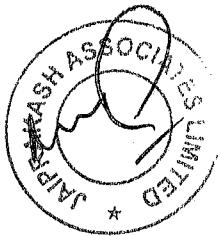
2. Assignment of Development Rights

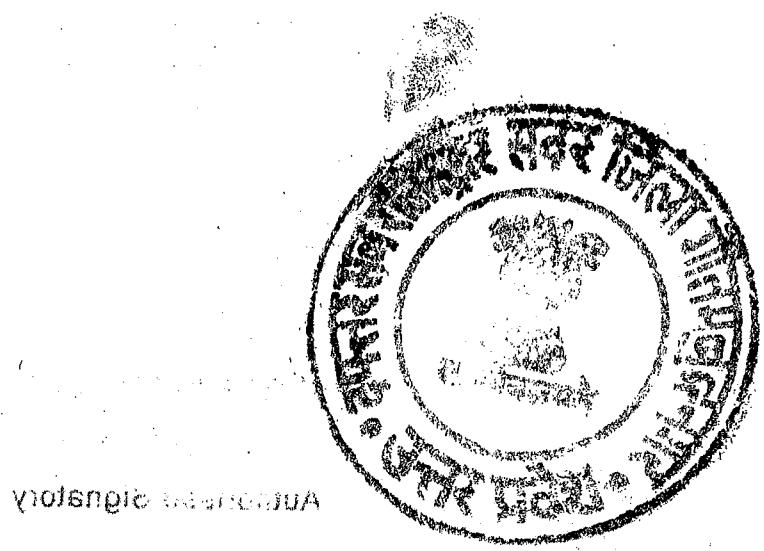
- 2.1 JAL hereby assigns the **Development Rights** to the **Promoter** in respect of **FAR Area** to develop the Group Housing Project / Project on the **Development Land** and the **Promoter** accepts the same for a one time agreed Consideration as detailed in clause 3 below; paid / payable to **JAL** as per terms of this **Agreement**. Further, the assignment of **FAR Area** to the **Promoter** is the maximum **FAR Area** permissible to the **Promoter** 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 **Promoter** 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 **Promoter** on such increased permissible FAR. However, any shortfall in utilization of the assigned **FAR Area** by the **Promoter** shall be to the

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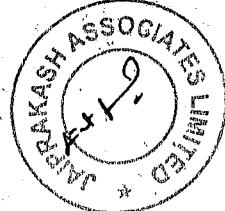
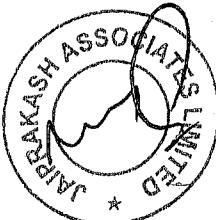
account of the **Promoter** and shall have no impact on the agreed Consideration.

2.2 Subject to **Clause 11.4**, the **Promoter** shall not be entitled to develop/construct the built up area to be counted towards FAR which is more than 1,57,005 Sq. Mts. It is clarified that even if due to any direction of **GNIDA**, the built up area counted towards FAR exceeds more than 1,57,005 Sq. Mts, then the **Promoter** shall be required to amend the building plans in such a manner that reflects the maximum FAR of 1,57,005 Sq. Mts.

2.3 Subject to **Clause 11.4**, 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 1,57,005 Sq. Mts., the **Promoter** shall be liable to pay to the **JAL** for such extra utilization of FAR at a penal rate of Rs. 60,000/- per sq. mts. to be paid before applying for completion certificates with **GNIDA**.

2.4 The **Promoter** shall be entitled to develop Group Housing Project on the **Development Land** by utilizing the **FAR Area** (including 5% additional green FAR as per clause 11.4, in case granted / approved by **GNIDA**) 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 activities relating to the Group Housing Project;



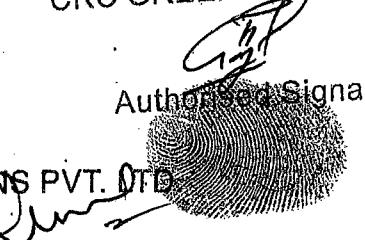
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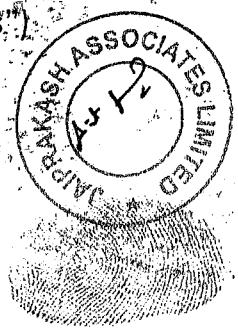
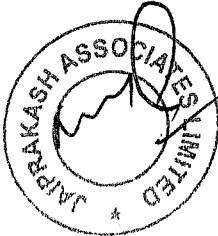
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- v. booking, allotment, renting, license, transfer, nomination, substitution etc., of the units / flats in the Group Housing Project and enter into agreements, contracts etc., with third parties for the same and receive in its name all revenues, receivables 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, except to the extent as agreed in this Agreement, and same shall accrue to the sole benefit of **Promoter**;
- vi. to cause **JAL** to execute sub-lease of imitable and undivided share / rights in the **Development Land**, as per Clause 10.5;
- vii. to 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 **JAL** to the **Promoter**.
- ix. to finalize and execute the booking forms, allotment letters, unit / apartment builder buyer agreements with the customers;
- x. to decide on the pricing of the units and other facilities and amenities developed by the **Promoter** 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**");



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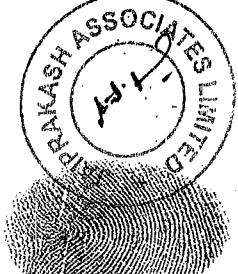
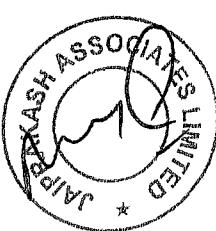


2.5 The **Promoter** has inspected and satisfied itself regarding the **Development Land**. The **Promoter** shall be entitled to develop the **FAR Area** (including 5% additional green FAR as per clause 11.4, in case granted / approved by **GNIDA**) along with the Additional Area for residential Group 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 **Promoter** 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**.

2.7 This **Agreement** shall not be construed in any manner as conveying sub-lease / ownership rights in the **Development Land** to the **Promoter**. However, the **Promoter** shall have the right to cause **JAL** to execute sub-lease of imitable 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 **Promoter** over the **Development Land** shall always belong to the **Promoter** unless same has been conveyed/sub-leased to unit owners.

2.8 The **Promoter** shall not be entitled to sell, gift, mortgage, pledge or encumber the **Development Land** in any manner whatsoever. The **Promoter** 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 **Promoter**, it may become imperative to create a charge on the **Development Land** in addition to the Development Rights due to the **CRC GREENS PVT LTD**



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terms & conditions of the bank or financial institution. In such an event only, on the request of the **Promoter** and subject to the **Promoter** submitting a copy of the said terms & conditions of the bank/ Financial institution, **JAL** shall create a charge/security on the **Development Land** at **Promoter**'s cost, in order to enable the **Promoter** to raise finance from banks and/or other financial institutions only for the exclusive purpose of development on the **Development Land**. 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** including any finance raised by the **Promoter** on the basis of **JAL** creating charge on the **Development Land** ("Financial Assistance") shall be the sole obligation of the **Promoter**. **JAL** shall not be liable or obligated in this regard in any manner what so ever.

- 2.9 In the event **JAL** agrees to create a charge on the **Development Land** as per **Clause 2.8** then on the request in writing of the **Promoter**, **JAL** shall render assistance to the **Promoter** 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 **Promoter** to mortgage / create security.
- 2.10 **JAL** shall not 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 2.8**.
- 2.11 **JAL** further agrees and represents to the **Promoter** that, it shall keep **Development Plans** valid 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 the **Subject Land**, so that the construction and development of the Group Housing Project on the **Development Land** by the **Promoter** is not adversely affected.
- 2.12 Nothing contained in this Agreement shall be construed to provide the **Promoter** with the right to prevent **JAL** from:

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- 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 Plans**.

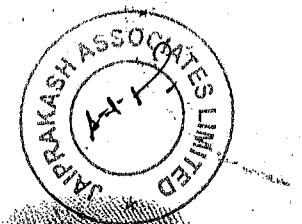
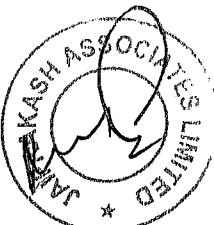
Provided the same shall not in any manner affect the **FAR Area**, building plans, usage and area of **Development Land**.

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

3.1 The total one time Consideration for assignment of **Project** and **Development Rights** in the **FAR Area** in the **Development Land** by JAL to the **Promoter** has been agreed amongst the Parties as below;

a) **Assignment Fee** : An all-inclusive assignment fee of **Rs. 200.0 Crores (Rs Two Hundred Crores only)** has been paid / payable to JAL in the below mentioned manner and order of payment;

- i. **Rs. 5.0 Crores (Rs Five Crores only)** has already been paid by the **Promoter** to **JAL** prior to the execution of this **Agreement** vide cheque no. 000492 drawn on ICICI Bank dated 10.12.2023, receipt whereof is duly acknowledged herewith by **JAL**.
- ii. **Rs. 45.0 Crores (Rs Forty Five Crores only)** will be paid to **JAL** simultaneous to the execution and registration of this **Agreement** with the jurisdictional sub-registrar of assurances. The said payment shall be made in the denomination as mutually agreed.
- iii. **Rs. 50.0 Crores (Rs Fifty Crores)** will become payable to **JAL** within 10 days of getting the approval of building plans of the **Project** from **GNIDA** in the manner provided in **Clause 6** of this Agreement.

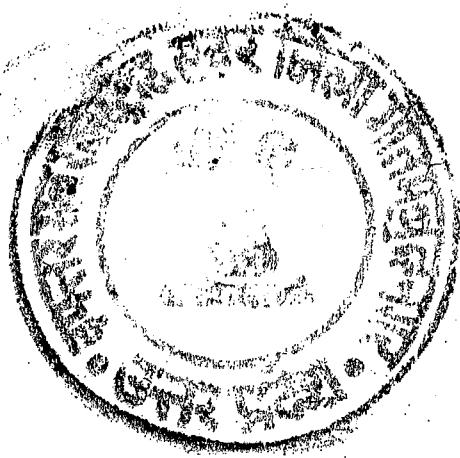


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- iv. **Rs. 50.0 Crores (Rs Fifty Crores)** will become payable to JAL within 10 days of grant of UP RERA Registration in favour of the **Promoter** pertaining to the said **Project**.
- v. **Rs. 50.0 Crores (Rs Fifty Crores)** will become payable to JAL on or before 6 (six) months from the date of receipt of UP RERA Registration in favour of the **Promoter** pertaining to the said **Project**.

All the above the payments to JAL shall be subject to applicable tax deductions at source (TDS). It is explicitly agreed by the **Promoter** that above time schedule will be adhered for each payment milestone by diligent and early achievement of each milestone (without delay) by the **Promoter** and any non-adherence to this will lead to enforcement of additional security, as mentioned in clause 11.1, by **JAL**.

b) JAL's Allocation:

- i. JAL shall be entitled to receivables arising out of and in relation to fully developed saleable super area in the **Project** ("JAL's Allocation"). The payment mechanism for amounts payable to JAL in relation to the **JAL's Allocation** shall be as per **Clause 3.3** below. It is clarified that any GST applicable on the **Promoter** in respect of the aforesaid **JAL's Allocation**, for the total or part of the area as the case may be, under reverse charge mechanism as applicable shall be borne by **JAL**.
- ii. The specifications of the total **Project** including **JAL's Allocation** will be materially identical. All aspects of all residential dwellings of the said **Project** shall be materially identical and similar, save and except to the extent they can be. The **Parties** agreed that the **Promoter** shall be responsible for the sale of **JAL's Allocation** in **Project** in a harmonized and coordinated manner. The sales plan and sales proceeds shall be harmonized in a manner that pricing is consistent and that no **Party** is subject to any harm.
- iii. The **Parties** shall be responsible and liable in respect of tax and/or other statutory liabilities with respect to their respective area.

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entitlements in the **Project** and shall directly meet their respective liabilities in this regard. It is clarified that all the sales/ transfer of **JAL's Allocation** shall be undertaken only through the **Promoter**.

(the aforementioned **Assignment Fee** and the **JAL's Allocation** are collectively referred to as "**Total Consideration**")

3.2 The **Promoter** shall be entitled to receive and retain with itself all the revenues from the transfer/sale of the **Saleable Area** / residential dwelling units of the **Project** to the **Allottee(s)/Purchaser(s)**.

3.3 **Bank Accounts of the Project**

a. The **Promoter** shall open and operate one or more of the below bank accounts for the purposes of collection of all revenues for the **Project**, as may be decided by the Promoter in accordance with the **Applicable Laws** ("**Bank Accounts**"). The Promoter shall solely operate and control the **Bank Accounts** and the representatives of the Promoter shall be the sole signatories relating to the **Bank Accounts** with sole powers to deal with the **Bank Accounts** and to provide instruction to the bank in relation to the **Bank Accounts**.

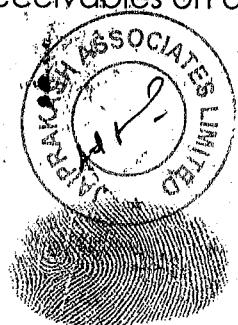
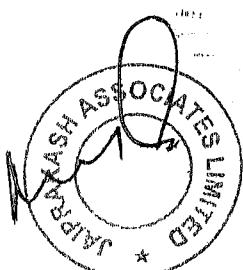
b. **Payment mechanism governing payables to JAL on account of sale of JAL's Allocation:**

- i. After first eighteen (18) months or earlier from the date of grant of UP RERA Registration for the said **Project**, against the entitlement of **JAL's Allocation**, **JAL** shall receive 25% (minimum) of collection excluding GST through Standard Instructions ("**SI**").
- ii. The **Promoter** and **JAL** shall reconcile and audit the accounts pertaining to the **JAL's Allocation** on a quarterly basis. In the said quarterly reconciliation and audit exercise, the deductions pertaining to GST, brokerage and IFMS (Interest Free Maintenance Security) deposits from the **Allottee(s)/Purchaser(s)** ~~SHRI C R GREENS PVT. LTD~~ into consideration for the purpose of deduction, while, finalizing **JAL's receivables** on account of the above said mechanism.

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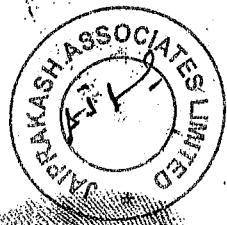
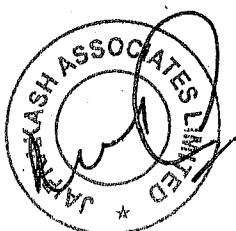
iii. The final reconciliation for the purpose of closing the account arising out of receivables from **JAL's Allocation** shall be done after completion of the **Project**.

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 **Subject Land**. However, in case of fresh levy towards **EDC** on the **Subject Land** by **GNIDA** in future, pro rata **Promoter**'s share of such **EDC** shall be determined and payable by the **Promoter** to **JAL** as and when demanded by **JAL**. This will be treated as project cost by the **Promoter** to the extent not recovered from **Allottee(s) / Purchaser(s)** and transferees of the **Project**.

3.4 Stamp duty and registration charges payable on assignment of **Development Rights** under this **Agreement** on registration will be borne by the **Promoter**.

3.5 The **Promoter** 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 **Subject 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 **Subject Land**. Such payment shall be made by the **Promoter** 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 **Promoter**.

3.6 The **Promoter** 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



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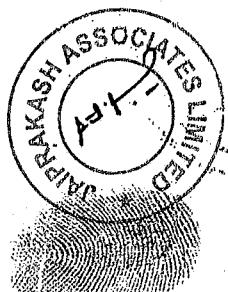
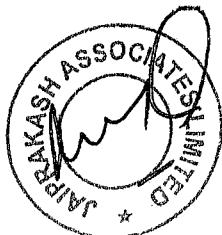
Promoter alone shall be entitled to charge and/or recover such taxes, duties and other charges from prospective allottee(s), purchaser(s) buyers and transferees of units in the **Project**. This will be treated as project cost by the **Promoter** to the extent not recovered from prospective allottee(s), purchaser(s) buyers and transferees of units in the **Project**.

4. Possession and Access to the Development Land

- 4.1 **JAL**, to enable the **Promoter** 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 **Promoter** after execution of this Agreement, failing which the **Promoter** 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 **Promoter** to facilitate smooth construction work. The said SOP including the guidelines relating to basement and podium is detailed and attached as **Annexure - C**
- 4.3 The **Promoter** shall adhere to the said **SOP** and the guidelines contained therein.

5. Drawings and Plans

- 5.1 The **Promoter** shall prepare and submit to **JAL** 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 **Promoter** in a manner to match the plans of **JAL** for overall development of the **Subject Land** and the said plans shall be approved in the name of **JAL**.
- 5.2 **JAL** at the request in writing of the **Promoter** will submit to **GNIDA** the said architectural plans for the **Development Land** submitted to it by the **Promoter**. The **Promoter** shall carry out all revisions and/or modifications





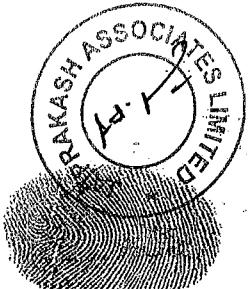
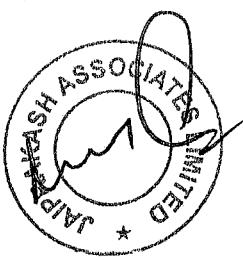
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as required by **GNIDA** within the stipulated time and at its cost and responsibility. The **Promoter** shall launch / market the **Project** only after receipt of requisite approval of the architectural building plans from **GNIDA** and after obtaining UP RERA registration of the **Project** and subject to **Clause 5.3**.

- 5.3 The **Promoter** 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 the **Subject Land**.
- 5.4 The **Promoter** shall accept variations, deletions, additions, alterations, modifications in the **Development Plans** made either by **JAL** as it deems fit and proper or by or pursuant to 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 **Subject Land** and the **Promoter** 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 **Promoter** to take all required approvals, permits, licenses, sanctions, clearances etc., in the name 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 **Promoter** of its sole obligation and responsibility to obtain all approvals, permits, licenses, sanctions, clearances, etc., **JAL**, at the request of **Promoter**, ~~shall provide~~ **CRC GREENS PVT. LTD** reasonable assistance to the **Promoter** for pursuing and obtaining the





approvals, permits, licenses, sanctions, clearances relating to **Development Land** for development of the group housing Project. **JAL** shall provide its full co-operation in this regard.

- 6.3 **JAL**, at the request of **Promoter**, shall provide requisite authorization(s) as may be required by the **Promoter** 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 **Promoter** 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

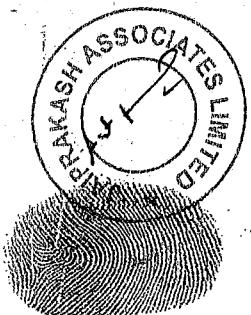
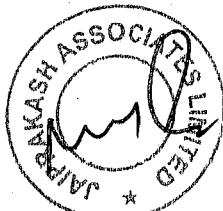
- 7.1 The responsibility towards the quality of construction and more specifically development in the **Development Land** and all promises made by the **Promoter** to apartment buyers in this regard, shall at all times, be that of the **Promoter**; and **JAL** shall not be liable for the same.
- 7.2 The development in the **Development Land** as per land use shall be residential, for group housing development, as per the **Development Plans** as revised from time to time and the **Promoter** shall adhere to the same. Further, the **Promoter** 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 Code etc.
 - (ii) Applicable master plans and rules & regulations of **GNIDA** and other relevant authorities.

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- (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 **Promoter** shall abide by the provisions of Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act 2010 and The Real Estate (Regulation and Development) 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.

7.4 The **Promoter** will ensure that it complies with all labour and applicable laws, rules and regulations and makes proper and timely statutory payments to its workmen and employees with whom **JAL** shall have no privity of contract and towards whom **JAL** shall have no obligation.

7.5 The **Promoter** 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.

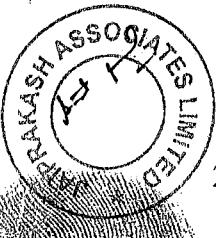
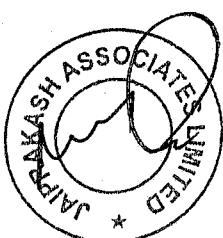
7.6 The **Promoter** shall at all times make it clear to its agents, third parties and apartment buyers that **JAL** is not directly associated with the development of the **Development Land** and/or the quality of construction and standards thereto and is/are not liable to such party or obligated to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

7.7 The assigned right to develop the **FAR Area** in the **Development Land** is exclusively for the **Promoter** and all liabilities and obligations of **CRC GREENS PVT. LTD** in terms of the development of the **Project** shall remain the sole responsibility of the **Promoter**.

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7.8 The **Promoter** 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**.

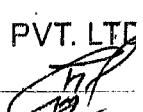
7.9 **GNIDA** shall have full right and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the **Development Land** or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same.

7.10 Excavation and shoring of earth/soil from the **Development Land** will be done by the **Promoter** 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 **Promoter**.

8. Essential Services and Right of Way

8.1 **JAL** shall make necessary arrangements for and provide road, 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, Greater Noida in due course of time at a pre-defined single point on the periphery of the **Development Land**. The **Promoter** shall be entitled to connect such external services with the **Development Land** without being required to pay any additional amount in this regard. Electricity connection and its back-up shall be arranged by the **Promoter** on its own. However, this will not absolve the **Promoter** from payment of maintenance and replacement charges, water charges etc. as per rates commensurate to other similar projects on **Jaypee Greens, Greater Noida**, to **JAL** or designated maintenance agency as the case may be.

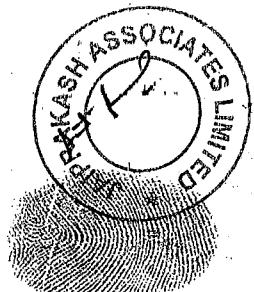
8.2 The **Promoter** shall have a right of way to the roads adjoining the **Development Land** and shall be entitled to enter upon such roads for the purpose of accessing the **Development Land**. **JAL** shall put up signages / boards indicating the location of the **Development Land** in Jaypee Greens, Greater Noida as per its policies/guidelines.

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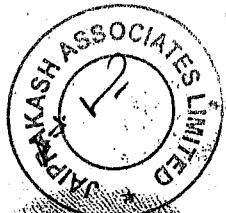
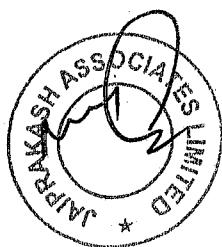
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- 8.3 The provision of all services including essential services inside the **Development Land** shall be the responsibility of the **Promoter** and it shall be responsible for laying and carrying necessary works for the same at its own cost.
- 8.4 The **Promoter** shall be responsible for making suitable and adequate arrangements for solid waste management at its own cost.
- 8.5 The **Promoter** 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 **Promoter** shall plan and complete the development of the **Development Land** as per the approved / sanctioned 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 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 **Promoter**, if duly notified by the **Promoter** in writing to **JAL** within 10 (ten) days of such disruption, interference or delay in progress or completion of group housing Project by the **Promoter** and not rectified by **JAL** within notice period shall be excluded while calculating the above period.
- 9.2 The **Promoter** shall offer the possession of the apartments to all **the Allottee(s) / Purchaser(s)** as per applicable law.
- 9.3 In the event the **Promoter** is not able to complete the construction as stipulated in **Clause 9.1** then the **Promoter** shall be entitled to seek extension of the said period from **JAL**, apart from seeking extension from **GNIDA**, on payment of administration fee, as applicable to **JAL** as mutually agreed for every year or part thereof of extension so sought.
- 9.4 The **Promoter** shall be entitled to construct a temporary or permanent fence /barbed wire etc., around the **Development Land** as per its requirements.



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10. Marketing and Selling/Transferring the developed apartments

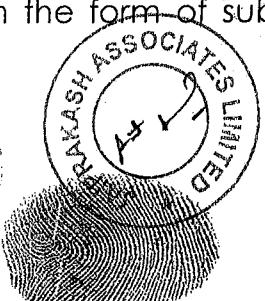
- 10.1 The **Promoter** may use "**Jaypee Greens, Greater Noida**" in its address for indicating the specific location of the site and that it is located within the Jaypee Greens, Greater Noida in its brochure, promotional and marketing material. However the **Promoter** is not authorized to use "**Jaypee Greens, Greater Noida**" in any manner, either expressly or impliedly, intentionally or otherwise, so as to convey an impression that the group housing Project developed or being developed by the **Promoter** is part of the project of Jaypee Group or has been /is being developed, constructed or carried out by Jaypee Group henceforth.
- 10.2 The **Promoter** shall have the right to change / 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 **Promoter**.
- 10.3 The **Promoter** shall not display or exhibit in the **Development Land** any picture posters, statues, other articles, which are indecent or immoral. The **Promoter** 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**.
- 10.4 Subject to the **Promoter** not being in breach of the conditions of this Agreement, the **Promoter** 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**. However, for this purpose, all the documents shall be finalized by **Promoter** in consultation with **JAL**
- 10.5 After completion of the building(s)/tower(s) in the **Development Land** and the **Promoter** obtaining occupancy / completion certificate thereof, **JAL** along with the **Promoter** shall execute the conveyance deeds in the form of sub-lease of land and sale of super structure in

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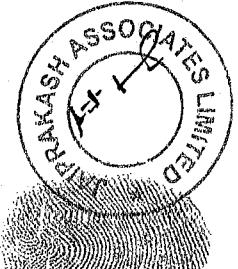
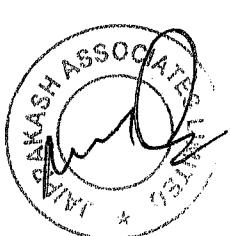


favour of the Allottee(s) / Purchaser(s) of the **Project**. **JAL** shall grant such allottees / customers imitable and undivided sub-lease rights for the remaining period of lease deed dated 8/6/2000, expiring first out of the Lease Deeds of which the **Development Land** is a part in the **Subject 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 **Promoter** shall be transferring / conveying the right, title in the superstructure of the said unit to the Allottee(s)/Purchaser(s). The sub-lease in favour of Allottee(s)/Purchaser(s) shall be executed by **JAL**, subject to **Promoter** obtaining requisite NOC(s) from the Bank/ Financial Institution from whom the **Promoter** has raised funds for executing group housing Project on the **Development Land**, if any.

- 10.6 The format of the Conveyance Deeds/ Sub-Lease Deeds to be executed with the Allottee(s)/Purchaser(s) of **Promoter** shall be mutually decided by the **Parties**.
- 10.7 The **Promoter** shall be entitled to get its group housing Project approved from the banks/financial institutions for enabling its proposed customers / buyers to avail the facility of loan and **JAL** shall grant NOC to **Promoter** in this regard. However, **JAL** shall not be liable in any manner to individual customers / buyers in this regard and is not obligated to arrange any such facility to them.
- 10.8 **JAL** shall not charge any fee for executing the Conveyance Deed, except the prevailing administration charges and actual expenses, if any, as per clause 10.5 of this Agreement to the allottees of group housing Project developed by the **Promoter**. In case of transfer of unit after execution of the Conveyance Deed/sub lease deed, **JAL** shall be entitled to charge and receive a payment of 50% of the transfer charges in respect of such transfer, as determined by the **Promoter**.
- 10.9 All charges /fee/ taxes/ stamp duty etc. for executing and registering the Sub-Lease Deeds or any other document for sub-lease / conveyance of any unit shall be payable by the **Promoter** or its Allottees/Purchaser(s) without any liability on **JAL**.

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11. Performance / Additional Security and Others Special Conditions Authorised Signatory



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11.1 The **Promoter**, respecting the concerns of **JAL** towards meeting its obligations as part of the **Agreement**, has agreed to the Special Conditions which are enumerated as under:

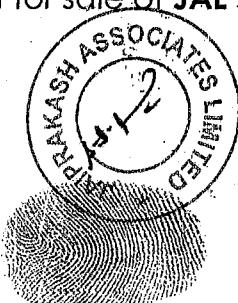
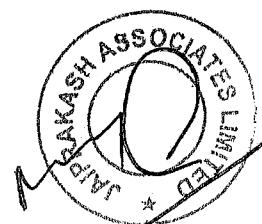
The **Promoter**, through its sister concern / group company **CRC Homes Private Limited**, in order to secure the payment as enumerated in clause 3.1 hereof, shall provide additional security by way of pledging 1.45 Lacs Sq. Ft. of saleable area in and another real estate Group Housing residential project namely, Kasablanca situated at Jaypee Greens, Wish Town, Sector 128, Noida. It shall be an obligation on the part of the **Promoter** to provide the said security through **CRC Homes Private Limited** in a manner as desired by **JAL**. The said additional security, as mentioned forgoing, shall be released by **JAL** on proportionate basis, subject to the **Promoter** meeting out its obligation of payments as provided in clause 3.1 hereof. The reconciliation with regards to release of additional security shall be done by and between the **Parties** on the stage of every milestone of the payment schedule as provided in clause 3.1 hereof.

11.2 It is agreed between the **Parties** that the **Promoter** shall ensure to complete the construction and development of the proposed **Project on Development Land** in 5 years along with grace period of 6 months, from the date of getting the UP RERA registration of the **Project** subject to Force Majeure.

Further, to ensure that completion of the **Project** not get delayed and **JAL** is able to monetize **JAL's Allocation** on time, **JAL** will monitor the construction progress on regular basis and will get update from the **Promoter** on the matter without any fail.

In the event the **Promoter**, unable to complete the **Project** with the aforesaid agreed period, the **Promoter** shall be solely liable to bear all the delay penalties pertaining to the **Allottee(s) / Purchaser(s)** of the **Project**.

11.3 As per **Clause 3.1 b)** ii. above, it is agreed that the **Promoter** shall be responsible for the sale of **JAL's Allocation in Project**. It is agreed that **JAL's consent for sale of JAL's Allocation** is taken by the **Promoter** during *Authorised Signatory* 



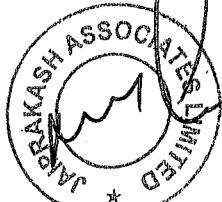


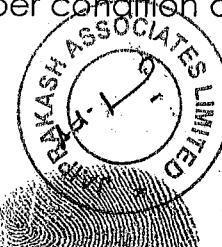
every monthly meeting. The sale plan (including various elements namely quantum of inventory, inventory mix, price, discounts, etc) and sales proceeds shall be harmonized in a manner that pricing is consistent so that no Party is subject to any harm. The Promoter, further agreed that on regular basis atleast monthly, the sales plan of the project shall be discussed with JAL to ensure that commercial matter are aligned and harmonized.

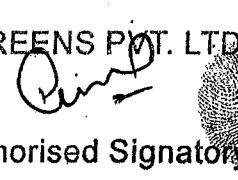
- 11.4 It is agreed between the **Parties** that the **Promoter** shall also be entitled for 5% additional green building FAR as per the **GNIDA** building regulations on the Development Land. However, in case the same is approved / sanctioned by **GNIDA, JAL's Allocation** as per clause 3.1 (b) (i) shall be increased, corresponding to the increase in total saleable area of the **Project** due to the said additional Green FAR sanction, as mutually agreed between the **Parties**.
- 11.5 The **Promoter** agrees that to carry out the construction and development of the **Project** smoothly and in a planned manner, it required assistance of the **JAL** on various aspects as the Project is part of an integrated township developed by **JAL**. Given the expertise viz, **JAL** has given in niche, iconic and luxurious real estate and infrastructural development works for the Nation, the **Promoter** has agreed that it shall avail the services of **JAL** as Project Management Consultant (**PMC**). The **Parties** shall execute appropriate documents for appointment of **PMC** in the mutually agreed format. Upon such an appointment being made, **JAL** shall provide the services of any **PMC** to the **Promoter** for the **Project**. In lieu of the said services, the **Promoter** shall pay an annual fee of **Rs. 6.0 Crores** plus applicable GST to **JAL**, and the said **PMC** Fee will be increased by 5% annually. The said fee payable against the **PMC** charges, as mentioned above, shall be part of the **Project** cost. The **PMC** agreement will be recon within 4 weeks from the date of this Agreement.

12. Maintenance

- 12.1 The **Promoter** 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

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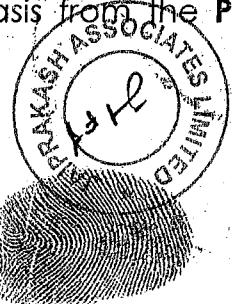
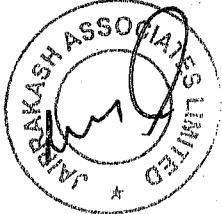
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constructed property on or pertaining to the **Development Land** are not damaged or jeopardized in any manner whatsoever.

- 12.2 The **Promoter** shall ensure that the **Promoter** / apartment owners association in the group housing Project developed by the **Promoter** 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 Jaypee Greens, Greater, Noida, at the time of offer of possession / sub-lease.
- 12.3 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 imitable and undivided share of land freehold at their own cost and expense. **JAL** shall have no objection in this regard.
- 12.4 The **Promoter** 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 **Promoter**, 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**. Prevailing, shared area& facility charges are Rs 1.90 per Sq Ft per month on FAR area and subject to revision time to time.
However, it is agreed that during the construction period (till 3 months after receipt of occupancy/completion certificate), **Promoter** shall pay only Facilitation Charges to **JAL** at the rate of 50% of the prevailing Shared Area & Facility charges of the time. This will be treated as cost of the **Project** by **Promoter**.
- 12.5 **JAL** or **DMA** shall be entitled to collect the 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 **Promoter** so long as each unit within the



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Jaypee Greens Greater Noida is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc are collectively levied for the Jaypee Greens, 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(s)/customer(s)/owner(s) to pay the same and the **Promoter** shall be responsible and liable to pay such taxes, duties etc. in respect of unsold units.

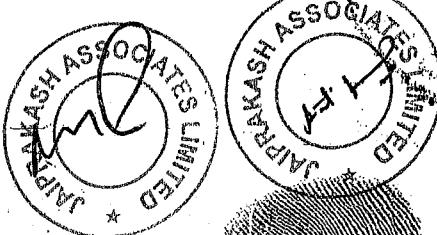
12.6 The **Promoter** shall make its own arrangements for and maintain at its own cost for all civil amenities such as laying of lines for supply of electricity, water supply, sewerage, drainage, internal roads, etc. within the **Development Land** at its own cost and connect the same with the main system 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 **Promoter** /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 **Promoter** shall comply with the provision of U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 & The Real Estate (Regulation and Development) Act, 2016.

12.7 The **Promoter** 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. The **Promoter** 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**.


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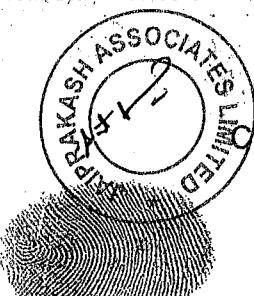
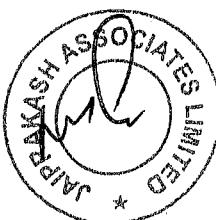


12.8 The **Promoter** hereby assures **JAL** that it shall promptly pay or make the apartment buyers pay all the dues including the charges towards **Shared Areas & Facilities** and charges towards electricity (if provided) & water supply, etc. as per consumption and corresponding invoices raised by 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 **Promoter** 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.
- c) That in case, the **Promoter** /association /society, as the case may be, defaults in payment of such dues on the due dates at any stage, the **Promoter** /association/ society agrees to pay fine for such default as may be fixed by **JAL** or **DMA**. In the event the default continues for more than 2 (two)months, **JAL** or **DMA** may thereafter, at its sole discretion, stop the supply / use of services / **Shared Areas & Facilities** to the **Promoter** or the residents /occupants/allottees etc. within the **Development Land**.

13. Indemnity

13.1 The **Promoter** shall act independently in constructing and developing the **Development Land** and shall keep **JAL** its employees,



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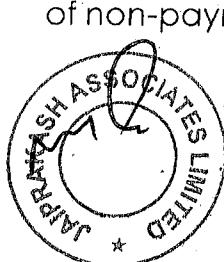


representatives, agents indemnified and harmless to the fullest extent from all or any actions, suits, claims, demands and proceedings, third party claims and cost or expense that may be suffered by **JAL** in respect thereof on account of anything done or omitted to be done (including violation or non- compliance of the conditions of approvals, permits, licenses, sanctions, clearances obtained) by the **Promoter** in connection with or arising out of the development in the **Development Land** at all times.

- 13.2 The **Promoter** shall also keep **JAL** its employees, representatives, agents indemnified and harmless from all damages, including cost and expenses arising out of any claims of workers and employees of the **Promoter** and actions arising out of any act or omission or otherwise on their part.
- 13.3 The **Promoter** shall keep **JAL** its employees, representatives, agents indemnified against damages which may be caused to any property belonging to the **JAL**, it's or their workmen/ representative resulting from the execution of the works in the **Development Land** and also against claims for damages arising from the actions of the **Promoter** or its workmen or representatives, which:
 - a) Injure or destroy any building or part thereof or other structure contiguous or adjacent to the **Development Land**.
 - b) Keeps the foundation, tunnels or other pits in the **Development Land** open or exposed to weather causing any injury to contiguous or adjacent **Development Land** and/or building.
 - c) Causes any injury or damage to any building contiguous or adjacent to the **Development Land** by digging any pit near the foundation of such building.

The aforesaid damages as may be assessed by **GNIDA** and/or **JAL** as to the extent of injury or damages or the amount payable shall be final and binding.

- 13.4 **Promoter** shall keep **JAL** its employees, representatives, agents indemnified against all costs, damages, claims, losses etc. on account of non-payment of dues including **Shared Areas & Facilities** Charges and



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charges towards electricity & water supply etc. for any reason whatsoever.

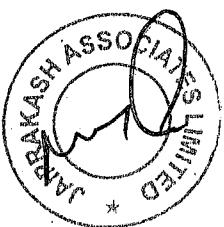
- 13.5 **JAL** shall at all times, keep the **Promoter** its employees, representatives, agents harmless and indemnified in respect of all claims, actions, and for all losses, damages, penalties etc., as may be brought against or suffered by or caused to them or to any asset belonging to **Promoter** (including the developments / properties within the **Development Land**) or it's workmen / representative resulting from or arising out of (i) the execution of the works outside the **Development Land**; (ii) 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 **JAL** in connection with or arising out of the development on the **Subject 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.
- 13.6 **JAL** shall, indemnify, defend and hold harmless the **Promoter** 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 (subject to **Clause 15.1**) adversely affecting the rights of the **Promoter** in respect of the said **Development Land** and group housing Project.
- 13.7 In case any demand from any authority towards taxes, duties, levies and other charges in respect of the **Development Land** / **Subject 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 **Promoter** in any manner whatsoever, and **JAL** shall keep the **Promoter** indemnified and harmless from any loss, damage, claims, liability, cost, expenses etc., incurred to or causes by or suffered by **Promoter** in this regard.

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13.8 **JAL** shall be liable to make payment of all outstanding dues of all the third parties including third party consultants, contractors, etc., appointed by **JAL** on for **Development Land**, if any, for the period prior to the date of execution of this Agreement. **Promoter** shall in no manner liable towards the same. In cases, any such liability arises in future and **Promoter** has to pay such amount to any third party and / or bear any cost, expenses, etc. in this regard, then the same amount shall be adjusted from the consideration payable by **Promoter** to **JAL** under this Agreement. However, in such event, prior to payment to third party, **Promoter** shall give a prior notice to **JAL**.

14. Membership of Club to Allottee(s)/ Purchaser(s) of the Project

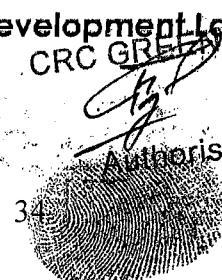
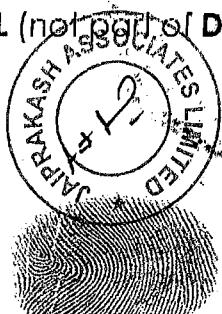
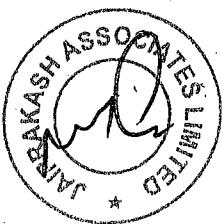
14.1 **Boomerang Club and Sports Complex Membership**

The membership of the Boomerang Club (golf club) and Sports Complex Membership in Jaypee Greens, Greater Noida, shall be available on first-cum-first serve basis to the resident(s) /allottee(s) of the group housing Project to be developed on the **Development Land** by the **Promoter** on payment of membership fee/charges and security deposit etc. as applicable from time to time.

Further, prior to the execution of this Agreement, **JAL** has provided to the **Promoter**, the prevailing norms and regulations including but not limited to the pricing for acquiring Boomerang Club and Sports Complex membership. The **Promoter** shall ensure that the resident(s) / Allottee(s) who are also interested and desirous of acquiring aforesaid membership(s), are properly intimated to the effect of prevailing norms and regulations including but not limited to the pricing thereof.

14.2 **Additional Club Facility**

JAL has represented to the Promoter that as per the sanction plans of Jaypee Greens, Greater Noida, a Club, across the 16.5 mtr. wide road and west of **Development Land** with built-up area of admeasuring approx. 45,000 Sq. Ft. area, has to be constructed. **JAL** & the **Promoter** have mutually agreed to construct the said Club in the land parcel identified by **JAL** (not part of **Development Land**). It shall be responsibility



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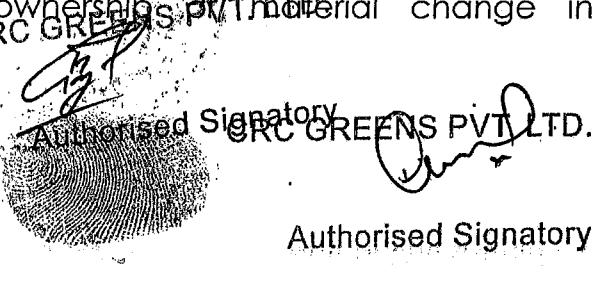
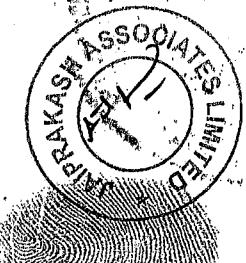
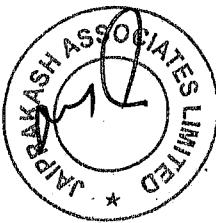


of **JAL** to ensure all approvals/ sanction pertaining to the said Club. The cost of the construction of the said Club shall be shared between **JAL** and the Promoter in the ratio of 40:60 (40% of **JAL** and 60% of the **Promoter**). It has been explicitly agreed between the **Parties** hereto that the resident(s) / Allottee(s) of the Project shall be eligible to avail memberships / services of the said Club, as per the terms settled by **JAL** and the Promoter jointly. **JAL** shall have right to offer the memberships of the said club to meet some of its old commitments, with no extra cost to **JAL**

15. Events of Default, Specific Performance and Termination

15.1 The following shall constitute events of default;

- i. If, the **Promoter**, fails to pay the total **Consideration** for this **Agreement** including but not limited to **Assignment Fee** on time, as agreed, as per Clause 3.1.
- ii. If, the **Promoter**, fails to create **SI** (Standard Instruction) in **Bank Accounts** of the **Project** as per **Clause 3.3** or for any reasons whatsoever, **JAL**, at any point of time, not receive 25% (minimum) collection from the sale proceeds collection of the **Project**.
- iii. If, it is found at any point of time, till the completion of the **Project**, the **Promoter** has not followed or deviated from, the Sales Plan discussed with **JAL** as per **Clause 11.3** and there in an inconsistency found in pricing and collection from of inventory sold with respect to the **JAL's Allocation**.
- iv. If, the **Promoter** is unable to complete the construction and development of the **Project** as per the agreed period along with grace period. However, for the delays caused due to some external uncertainties beyond the normal course of business (other than financial hardship), same shall be considered by **JAL** upon satisfaction of **JAL** and completion time will be enhanced on mutually agreed terms.
- v. Any insolvency/ misrepresentation/ fraud/ malfeasance/ misappropriation/ sale of ownerships PVT LTD material change in

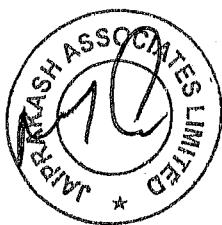




constitution of the Promoter /any misuse of Development Land/ demonstrated failure in maintaining the performance standards of the **Project** on the part of the Promoter shall constitute an event of default and would result in termination of this Agreement. However if any fraud or misrepresentation is detected, its intensity and impact shall be determined and deliberated between JAL and the **Promoter**. Such intensity and impact shall also be evaluated through any of the Big 4 Consultancy firms (EY, KPMG, PWC or Deloitte) to ensure authenticity and independence in the process. Based on their recommendation/inputs, a decision shall be taken w.r.t. event of default between JAL and the **Promoter** within a maximum of 60 days from the date of occurrence of such fraud or misrepresentation. In the interim period, in order to ensure continuity of operation and avoid inconvenience to **Allottee(s)** and other stake holders of the **Project** operations shall continue (limited to construction activities and excluding any new sale of the inventory or creating any new third party right in the **Project**) under joint committee of **JAL** and the **Promoter**.

- 15.2 In the aforesaid **Event of Defaults**, and / or in the event any **Party** is in breach of or fails to fulfills/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 terminated, and / or specifically enforced / performed and /or restrain the defaulting party through competent court or arbitration, as the case may be, at the risk, cost and expense of the defaulting Party.
- 15.3 If the **Promoter** opts out of the **Project** on its own volition or in an event of any default on its part, leading to opting out from the said **Project**, then in such an event, **JAL** shall take-over the said **Project** and shall also be entitled to forfeit all the amounts, which the **Promoter** would have paid to **JAL** till that point of time.

However, it is agreed that in case for any reasons emanating out of **JAL** and company/ affiliates associated with **JAL** there are reasons which



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affect the **Project** and the implementation thereof is hampered, in that case such forfeiture will not be applicable.

16. Entirety

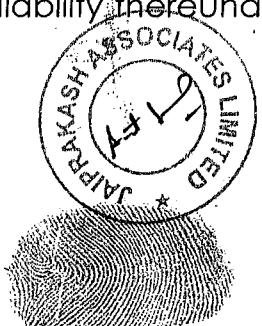
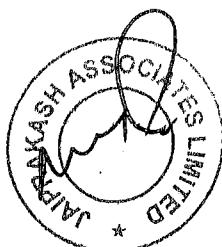
- 16.1 This Agreement supersedes all prior discussions and correspondence between the **Promoter** and **JAL** and contains the entire agreement between them. No changes, modification or alteration to this Agreement shall be done without the written consent of all the Parties. Recitals, representations, warranties and covenants of the **Parties** contained in recitals, schedules and annexure shall form an integral part of this Agreement.
- 16.2 Further, any amendment / variation of this Agreement shall be only be made by a written document, which shall be binding on the Parties.

17. Severability

- 17.1 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.

18. Interpretation

- 18.1 In this Agreement, unless the contrary intention appears any reference to any statute or statutory provision shall include:
 - a) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
 - b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any



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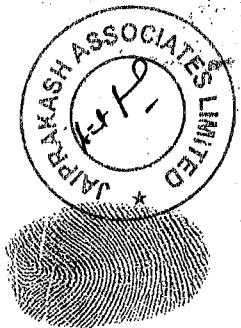
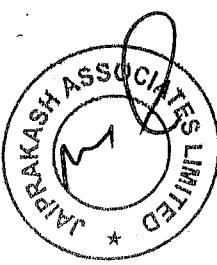
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past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- c) any reference to the singular shall include the plural and vice-versa;
- d) any references to the masculine, the feminine and the neuter shall include each other;
- e) any references to a "company" shall include a reference to a body corporate;
- f) any reference herein to any Clause or Schedule or Annexure is to such Clause or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;
- g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- h) the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- i) any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- j) headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- k) "in writing" includes any communication made by letter, fax or e-mail;



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i) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

m) references to a person (or to a word importing a person) shall be construed so as to include:

- individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

n) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

18.2 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.

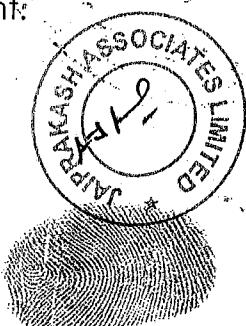
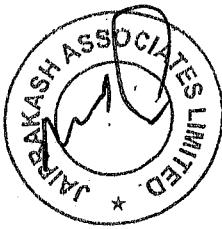
18.3 In the event any Court determines any provision of this Agreement as not enforceable, the **Parties** agree that the provision shall be amended so that it is enforceable under law and affords the **Parties** the same basic rights and obligations and has the same effect as prior to such amendment.

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19. No Waiver

19.1 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.

20. Mutual Drafting

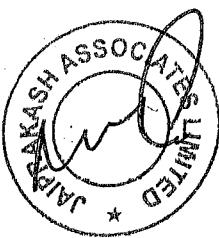
20.1 The terms of this Agreement, including any ambiguity thereto are to be construed in accordance with their intended meaning as it is product of mutual negotiation of all the Parties and it should not be interpreted against the Party who has initially drafted the Agreement.

21. Dispute Resolution

21.1 The **Promoter** has been made aware that the Jaypee Greens, Greater Noida is an integrated township first of its own kind. **JAL** has transparently shared the requirement of harmonized, coordinated working in order to maintain social equilibrium and disciplined environment of this integrated township. Commercial consideration will be always mutually discussed in the spirit of give and take and respecting the ethos on which the transaction has been woven. It has been explicitly agreed between the Parties that, as this is the first development of this type being done. Any dispute or difference arise between the Parties hereto in relation to this Agreement or any claim or thing herein contained or the construction thereof or as to any matter in any way connected with or arising out of these presents of the operation thereof or the rights, duties or liabilities of either Party hereof, will always be resolved with mutual discussion keeping all aspects in mind.

Such a conciliation process shall be done under the aegis of Jaypee Group / JAL, Executive Chairman (Mr Manoj Gaur) and CRC Group promoter / Managing Director (Mr Satish Garg). If the conciliation process, as mentioned above, does not yield amicable solution to the

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differences, the matter shall be finally put into the realm of Mr. Manoj Gaur whose decision shall be final and binding on the Parties.

21.2 If in the extreme situation the above fail to result in a resolution, then in every such case unless the Parties concur in the appointment of a single arbitrator, one arbitrator shall be appointed by each Party who shall jointly nominate the third arbitrator before proceeding with the reference in accordance with and in all respects to confirm to the provisions in that behalf contained in the Arbitration and Conciliation Act, 1996 subsisting statutory modification or re-enactment thereof for the time being in force and the venue of such arbitration shall be in Gautam Buddh Nagar. It is expressly clarified that the mere initiation or pendency of any arbitration proceedings shall not suspend or terminate this Agreement.

22. Governing Law

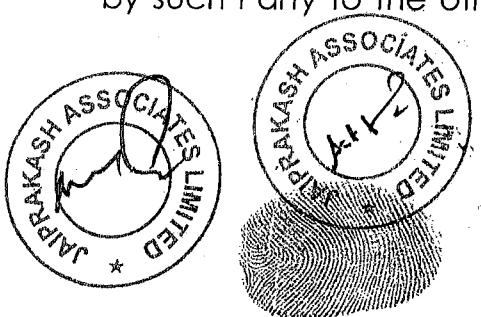
22.1 All legal rights and obligations hereunder shall be determined in accordance with the laws of India. Any reference to any statute or rule shall be deemed to be a reference to such statute or rule as may be amended or substituted from time to time as applicable.

23. Jurisdiction

23.1 The Courts in 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 Agreement.

24. Notices

24.1 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 address as may hereafter be intimated in writing by such Party to the other Party. Notices delivered personally shall be



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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**:

Company Secretary
Jaiprakash Associates Limited
Sector -128, Noida – 201304
Uttar Pradesh

(b) Notices to the **Promoter**:

Director-in-charge
CRC Greens Private Limited
111, Vardhman Mayur Market,
CSC Phase III, Delhi 110096

25. Force Majeure

25.1 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 endeavour and diligence due to any Force Majeure Conditions (as defined herein under), 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 **Promoter** 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 Agreement, '**Force Majeure Conditions**' means:

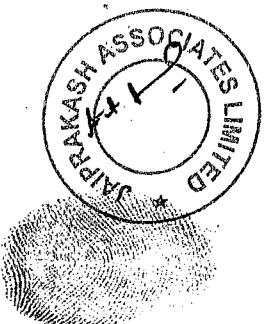
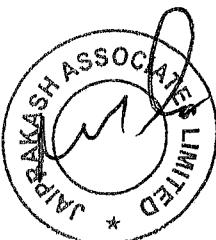
- (a) Fire, flood, lightning, storm, tornado, earthquake, landslide, or epidemic or other similar acts of God;
- (b) War (whether declared or undeclared), riot, civil war, insurrection, acts of public enemies, terrorism or civil disturbance;

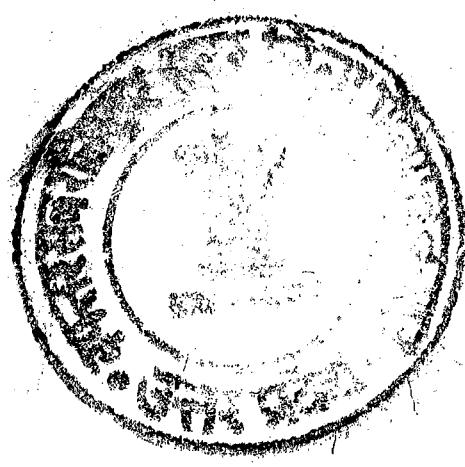
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- (c) strikes, industrial disputes and/or lockouts directly affecting the Group Housing Project, construction and/or interrupting supplies and services to the Group Housing Project;
- (d) Any change in the governmental policy, laws, or regulations 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.

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 order to carry out fully and effectuate the transactions herein contemplated in accordance with the provisions of this Agreement.

27 No Partnership:

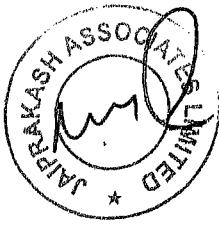
- 27.1 The Parties have entered into this Agreement on principal to principal basis and that nothing contained in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or employer / employee relationship between the Parties.

28 Assignment

- 28.1 It is agreed between the Parties that at no point of time, the Promoter shall transfer its rights and interest under this Agreement to any third party, except its group companies and same shall also require prior written NOC from

JAI RAKASH ASSOCIATES LIMITED

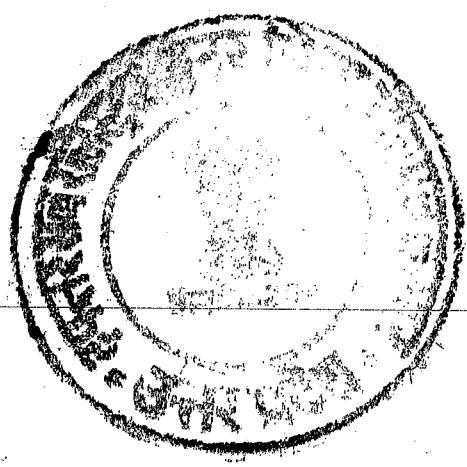
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29 Further Acts

29.1 Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such approvals.

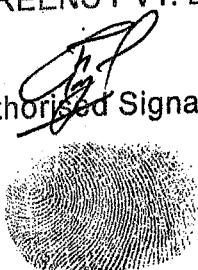
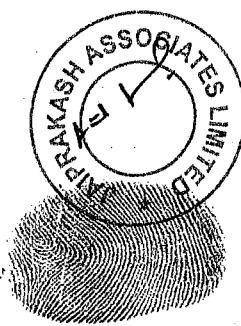
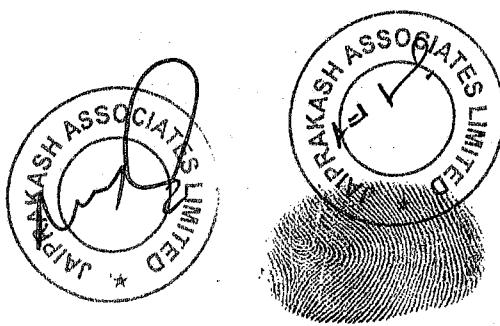
30 Authorization

30.1 The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Agreement on behalf of the Parties for whom they are signing.

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29 Further Acts

29.1 Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such approvals.

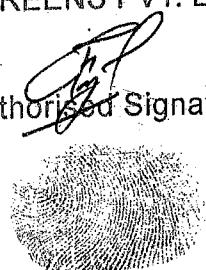
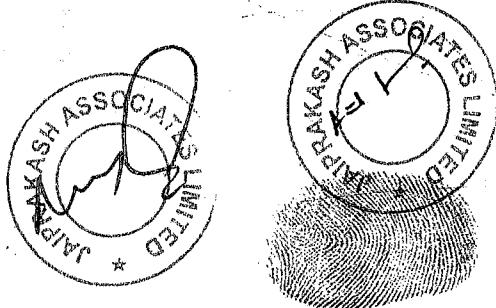
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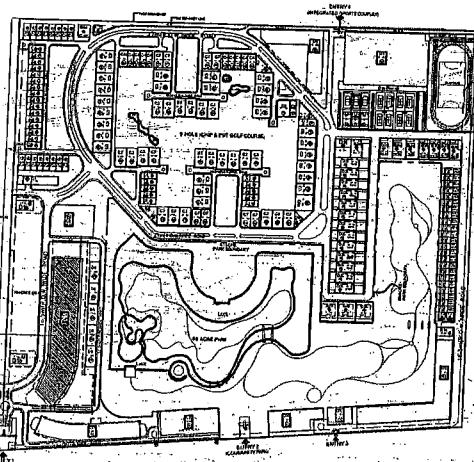
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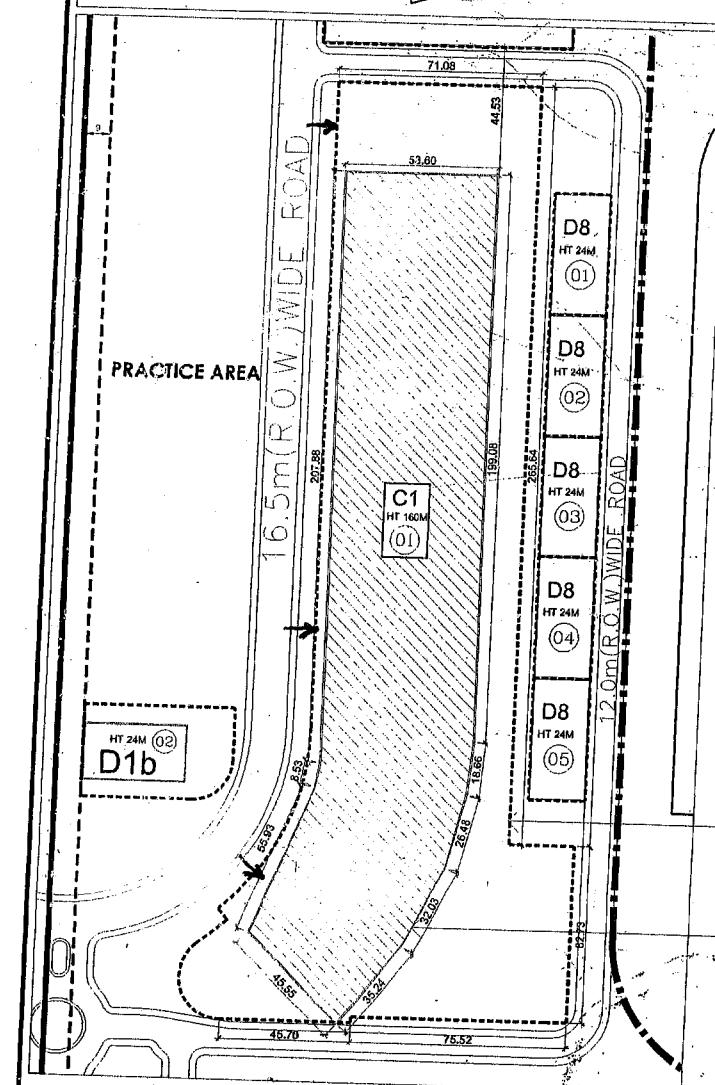


LOCATION PLAN JAYPEE GREENS, GREATER NOIDA

ANNEXURE - A 26



C1

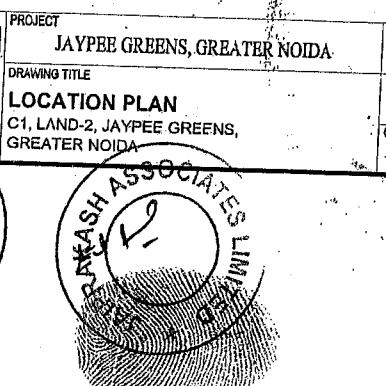
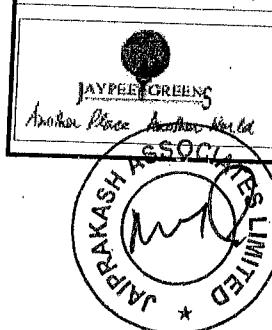


DETAIL OF BUILDING- C1, LAND-2

SNo	NAME OF BUILDING	BUILDING FOOT PRINT	GROUND COVERAGE	COVERED AREA (FAR)	BASEMENT AREA	HEIGHT
01	C1 Condominium Apartment Type-I	15,432 Sq.m. (1,66,110 Sq.ft.)	7,000 Sq.m. (75,348 Sq.ft.)	1,57,005 Sq.m. (16,90,001 Sq.ft.)	53,650 Sq.m. (5,77,488 Sq.ft.)	160 Mtr.

BASEMENT LINE
(AREA: 26,833 SQ.M.)

BUILDING FOOT PRINT
(AREA: 15,432 SQM.)



PROJECT

JAYPEE GREENS, GREATER NOIDA

DRAWING TITLE

LOCATION PLAN
C1, LAND-2, JAYPEE GREENS,
GREATER NOIDA

ARCHITECTURE & PLANNING DEPT.

DEALT BY

APPROVED BY

CHECKED BY

DATE

SCALE

N.T.S.

NORTH

N

DRAWING NO.

JPG-GN/ARCH/L2/C1/01



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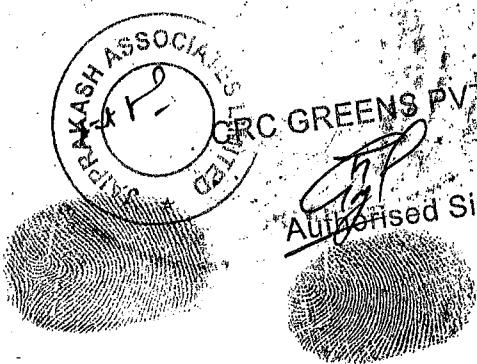
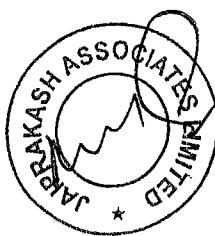
JAYPEE GREENS, GREATER NOIDA

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

To facilitate construction of Residential Towers by the Promoter, 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) "Promoter" 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 attached. The Promoter 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 Promoter directly from the concerned Authority.
- 3) Promoter 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) Promoter will itself be responsible for the safety of his staff, labour and construction material and stores.
- 5) The Promoter 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 Promoter. The debris has to be thrown outside the premises of Jaypee Greens, Greater Noida by the Promoter to any designated/permisable 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 Promoter 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 Promoter.

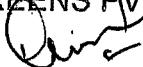


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8) The Promoter shall ensure that no damage is caused by their workers / vehicles to the road side plantation, water supply lines, storm water drain, sewer line, electricity cables, roads or any other services.

9) Temporary fencing will be erected by the Promoter around the Development land to ensure security of material and workers working on the plot & to carden off other areas.

10) Water for construction & drinking during construction will be arranged by the Promoter on its own. Boring in the Development land shall not be allowed. Temporary Electric connection during construction shall be arranged on behalf of Promoter by the Company for which all expenses including tariff shall have to be borne by the Promoter. DG sets required during construction shall be arranged by Promoter at its own cost.

11) Promoter shall provide rain water 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 Promoter.

12) The Promoter 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.

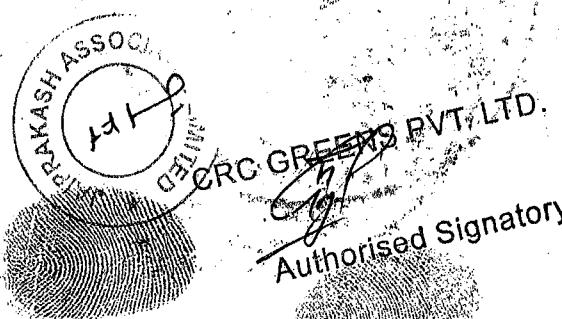
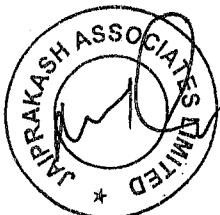
13) Promoter will be responsible for any mishaps or accidents on the Development Land or by its employees / vehicles and there will be deemed indemnity for the company.

14) Any specific approval required from any Authority pertaining to the construction activities shall be obtained on behalf of the Promoter by the Company, without being responsible and / or liable for approval of the same by the concerned Authority in a manner and for which all expenses shall have to be borne by the Promoter.

15). Supply of Permanent Services during operation phase:

a) The Promoter shall be provided connections for the following services at single point by the Company for which costs / maintenance shall be payable by the Promoter 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.



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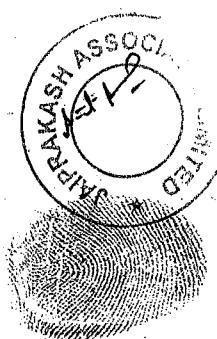
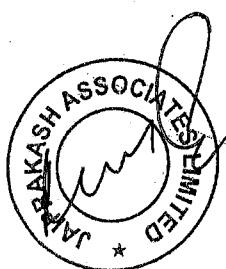
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- b) Promoter shall make their own arrangements for electricity and its back-up at their own cost as per the norms of the relevant Authority.
- c) Promoter may obtain PNG connection to the kitchen of each flat on chargeable basis from M/s. IGL.
- d) 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 Gen (Rtd) Daljit Singh

For any clarification/information the contact person can be approached.



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**COPY OF THE RESOLUTION PASSED AT THE MEETING OF
BOARD OF DIRECTORS OF JAIPRAKASH ASSOCIATES LIMITED
HELD ON 9TH NOVEMBER 2023 AT SECTOR-128, NOIDA - 201304**

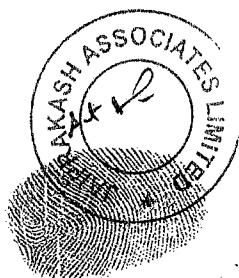
"RESOLVED THAT Shri Ankit Agrawal, S/o Shri Shyam Sunder Agrawal, resident of Flat no. L-72, Gulshan Ikebana, Sector 143, Noida be & is hereby authorized to present/appear before relevant authorities to register the Assignment Agreement for assigning of development rights of Plot No. C-1, Land 2, Jaypee Greens Greater Noida, in favour of CRC Greens Private Limited having its office at 111, Vardhman Mayur Market, CSC, Phase-3, Delhi-110096, duly executed by Shri Manoj Gaur, Executive Chairman of the Company and to do all other acts & deeds as may be required for the purpose of registration of the said Assignment Agreement."

**CERTIFIED TRUE COPY
For JAIPRAKASH ASSOCIATES LIMITED**

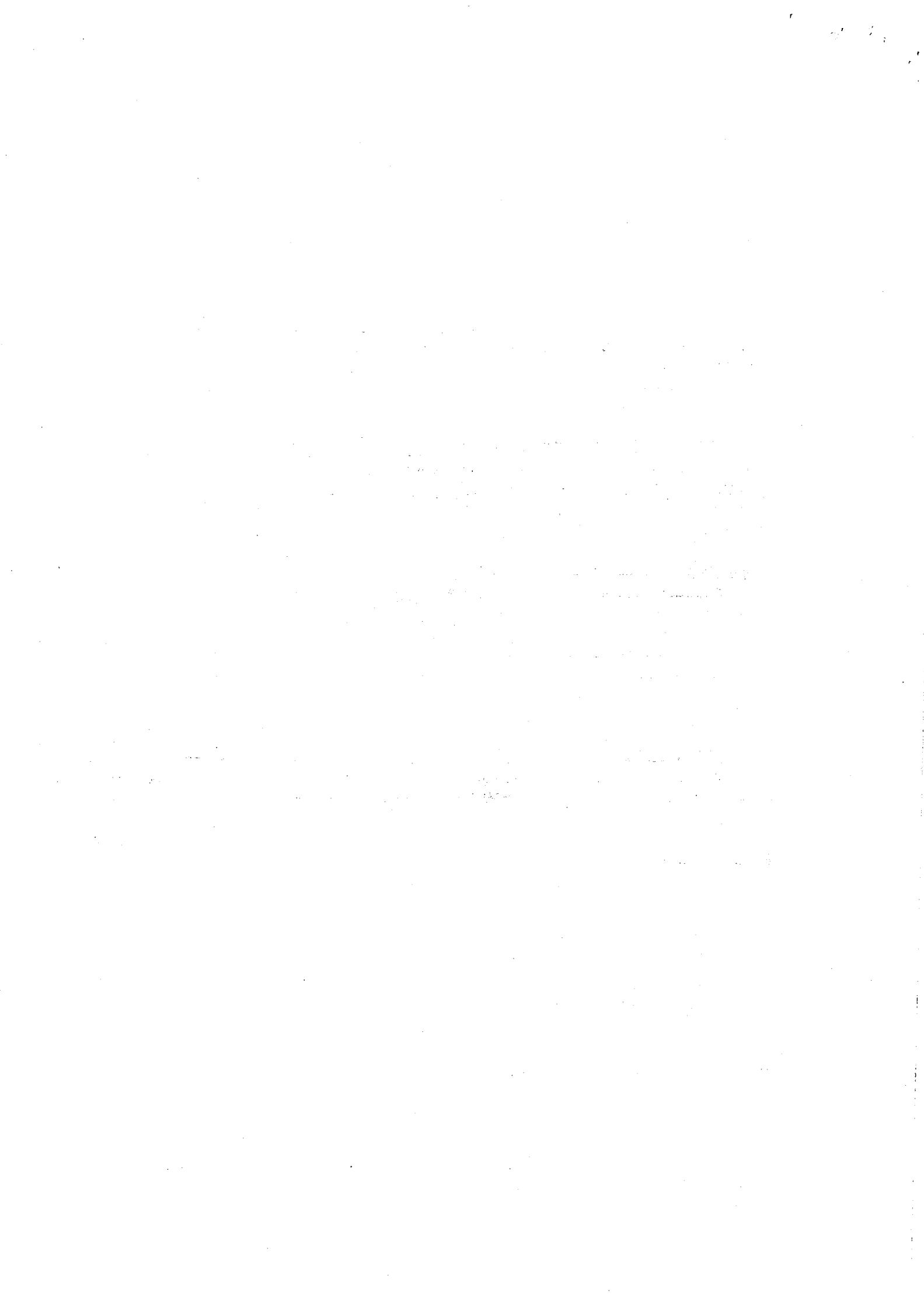
S. Sabharwal
(SANDEEP SABHARWAL)
Vice President & Company Secretary
Membership No. ACS - 8370
64/4, Site-IV, Industrial Area,
Sahibabad-201010, Ghaziabad (U.P)

CRC GREENS PVT. LTD.

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Authorised Signatory



Registered Office : Sector-128, Noida - 201 304, Uttar Pradesh (India).
Phone : +91 (0120) 2470300.
Delhi Office : JA House, 63, Basant Lok, Vasant Vihar, New Delhi-110057 (India)
Phone: +91 (11) 49828500
Corporate Office : 64/4, Site-IV, Industrial Area, Sahibabad-201010, Ghaziabad (U.P.) (India)
Phone: +91 (0120) 4963100, 4964100
CIN : U41D6UP1995PLC019017 Website: www.jalindia.com
Email: jai.investor@jalnida.co.in



CRC GREENS PVT LTD

Corporate Address: Ground Floor, Tower-A, Logix Techno Park, Sector-127, Noida-201301.

CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF CRC GREENS PRIVATE LIMITED ("COMPANY") HELD AT ITS REGISTERED OFFICE AT 111, VARDHMAN MAYUR MARKET, C.S.C. MAYUR VIHAR PHASE-III KONDLI GHAROLI EAST DELHI-110096 ON 12TH JANUARY, 2024 AT 11.30 AM.

The Board is informed that the Company i.e. CRC Greens Private Limited shall enter into an Assignment Agreement with Jaiprakash Associates Private Limited with respect to Plot C-1, admeasuring 15,432 square meters approximately forming part of Land 2 of Jaypee Greens, Sector 26 & 31, Greater Noida, Gautam Budh Nagar, Uttar Pradesh. The terms and covenants of the said Assignment Agreement has been discussed with the Board in details before the Execution of this Agreement and its covenants were approved by the Board.

Accordingly, the Board authorized Mr. Himanshu Goyal, Director of the Company to represent the Company before concerned jurisdictional Sub-Registrar for the purpose of getting the said Assignment Agreement registered and to do all other ancillary and incidental works as may require to that effect and thereafter the following resolution was passed:

"RESOLVED THAT Mr. Himanshu Goyal S/o Shri Pawan Kumar Goyal R/o A2/108 Tower 4A, Purvanchal Silver City 2, Sector Pi 2, Greater Noida be & hereby authorized to present /appear before relevant authorities to register the Assignment Agreement for obtaining the development rights of Plot No. C-1, Land 2, Jaypee Greens Greater Noida from Jaiprakash Associates Limited, which will be executed by Shri Kunal Bhalla, who has been Authorised on behalf of the company i.e. CRC Greens Private Limited and to do all other acts & deed as may be required for the purpose of registration of the said Assignment Agreement.

RESOLVED FURTHER THAT Mr. Himanshu Goyal, Director of the Company be and are hereby authorized to do all the acts, deeds and things which are necessary for the purpose of giving effect to the above resolution for and on behalf of the Company and its Directors."

Certified True Copy

For CRC Greens Private Limited

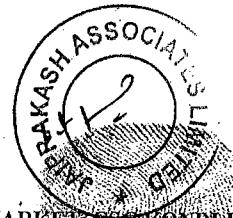
CRC GREENS PVT. LTD.

Ankit Garg

Director

Director

08741345



CRC GREENS PVT. LTD.

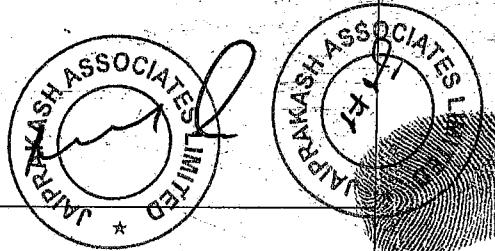
Authorised Signatory

Registered Office: 111, VARDHMAN MAYUR MARKET, C.S.C. KONDLI, GHAROLI, NEW DELHI-110096

CIN - U68200DL2024PTC424995

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hand on this Agreement on the day month and the year first herein above written in the presence of the following witnesses:

Signed by Jaiprakash Associates Limited by its Authorized Signatory, Shri Manoj Gaur	Signed by CRC Greens Private Limited by its Authorized Signatory, Shri Kunal Bhalla
------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------



CRC GREENS PVT LTD. CRC GREENS PVT LTD.

Authorised Signatory Authorised Signatory

Witness:

Chh

1. M. R. Badoni 8/10 Shri G. R. Badoni
96 B. Defence Enclave Part II Mohangarden
2. Uttam Nagar New Delhi 110059

Gopal Goyal

Name - *Gopal Goyal*
S/o *Mr. Vinod Kr. Goyal*

Add : *A-303, MSX Alpha homes*
Cr. noidea

आवेदन सं०: 202400743003656

बही संख्या 1 जिल्द संख्या 44100 के पृष्ठ 129 से 232 तक क्रमांक 1645 पर दिनांक 16/01/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


प्रेम प्रकाश सिंह
उप निबंधक : सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
16/01/2024

प्रियकर



प्रस्तुतकर्त्ता आथवा प्रायो द्वारा रखा जाने वाला।

उपलिवन्धक सदस्य येत्र गोतम उद्धतगार क्रम 2024145003678

आनंदन सोङ्का : 202400743003656

2024145003678

वेब सो प्रार्थना पत्र प्रस्तुत करने का दिनांक 2024-01-16 00:00:00

प्रसुतकर्ता या पार्षीका नाम हिमांशु गोयल
क्रेन नं ८८

विक्रम अनुबंध विले

प्रतिफल की धनराशि 2000000000 / 2000000000

1. रविस्ट्रीकरण शुल्क 20000000

२. प्रातिनिधिकरण गुल्मि 240

3. नियन्त्रण या तालाय शुल्क

4. मुख्यमंत्र के अधिकारीयाणि करण लिए शुल्क

५. कमीशन शुल्क

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**Suburbia Park
(Greater Noida)
Gautam Budh Nagar**

