

P 20029/17



सत्यमेव जयते

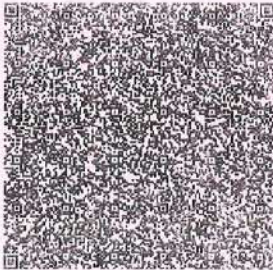
INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

CERTIFICATE LOCKED



Certificate No. : IN-UP03410461710938P
 Certificate Issued Date : 06-Jul-2017 06:39 PM
 Account Reference : SHCIL (F1)/ upshcil01/ NOIDA/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUPSHCIL0104087527187189P
 Purchased by : HOME AND SOUL INFRATECH PVT LTD
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : PLOT IN G-BLOCK, JAYPEE GREENS, GREATER NOIDA, AREA MEASURING-5,205.62 SQ.MTS.
 Consideration Price (Rs.) :
 First Party : JAIPRAKASH ASSOCIATES LIMITED
 Second Party : HOME AND SOUL INFRATECH PVT LTD
 Stamp Duty Paid By : HOME AND SOUL INFRATECH PVT LTD
 Stamp Duty Amount(Rs.) : 2,50,00,000
 (Two Crore Fifty Lakh only)



Please write or type below this line



For Home and Soul Infratech Private Limited

Jalshi
Authorized Signatory

UP 0000619462

Statutory Alert:

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



PRAVEEN KUMAR
Advocate
Gautam Buddha Nagar (U.P.)



PRAVEEN KUMAR
Advocate
Gautam Buddha Nagar (U.P.)

This Agreement is executed on this 11th day of March, 2017 at GNIDA, DISTRICT-Gautam Buddha Nagar, Uttar Pradesh.

BY AND AMONGST

Jaiprakash Associates Limited, (having PAN AABCB1562A), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector – 128, NOIDA – 201304, U.P. (hereinafter referred to as the “**JAL**” or the “**Assignor**”), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through **Shri Sunil Kumar Sharma**, duly authorized vide General Power of Attorney dated 11/1/2007 to execute this Agreement on behalf of JAL.

AND

Home & Soul Infratech Pvt Ltd (having PAN: AACCV8946M), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at A2 / 78 Ground Floor, Safdarjung Enclave, New Delhi 110029, India (hereinafter referred to as the “**Developer / Assignee**”), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives acting through its Director **Smt. Sakshi Katyal**, duly authorized by a Board resolution dated 2/3/2017 to execute this Agreement on behalf of Developer / Assignee.

JAL or the **Assignor** and the **Developer / Assignee** shall individually be referred to as the respective “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The **Assignor** is seized and possessed of plots of land situated in G-Block Surajpur Kasma Road, Greater Noida measuring 222.42 acres, 215.38 acres and 14.4565 acres aggregating to 452.26 acres (hereinafter referred to as “**Jaypee Greens Greater Noida**”) granted by the Greater Noida Industrial



For Home and Soul Infratech Private Limited

Sakshi
Authorized Signatory

Development Authority (hereinafter referred to as the "**GNIDA**") on leasehold basis 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 (now Jaiprakash Associates Limited) 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;

(ii) Lease Deed dated May 18, 2001 in respect of 14.4565 acres of land executed between **GNIDA** and Jaypee Greens Limited (now Jaiprakash Associates Limited) 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; and

(b) Lease Deed dated June 8, 2000 in respect of 215.38 acres of land executed between **GNIDA** and Mussoorie Hotels Limited (now Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 246 at pages 1053 - 1086 at Sl. No.2938 - 2939 on 08.06.2000.

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

Land transferred through **Lease Deeds** as at (a) above is hereinafter referred to as "**Land 1**" and land transferred through **Lease Deed** at (b) above is hereinafter referred to as **Land 2**. **Land 1** & **Land 2** together hereinafter referred to as "**Leased Land**" or "**Subject Land**".

B. **AND** the **Assignor** is developing the **Leased Land** in an integrated manner as per respective plans of **Land 1** and **Land 2** approved by **GNIDA** vide letters Nos- 907.s/Rec/ OPA-5578 & 908.s/Rec/OPA-5571 dated 14.8.2012 are valid upto 13.08.2017 (hereinafter referred to as **Development Plans**), including inter alia Golf Course with related facilities, Integrated Sports Complex with related facilities, Residential units (estate homes, town homes, villas, apartments, plots etc.), Commercial units (hotel/resort, restaurants, offices, shops, clubs),



For Home and Soul Infratech Private Limited

Authorized Signatory

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प्रतिफल

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

पृष्ठों की संख्या

पत्नी श्री

होम एण्ड साउल इन्फ्रा0प्रा0लि0द्वारा साक्षी कत्याल

हनी कत्याल

व्यवसाय

निवासी स्थायी ए-2/78 भूतल सफदरजंग एनकलेव नई दिल्ली-110029

अस्थायी पता ए-2/78 भूतल सफदरजंग एनकलेव नई दिल्ली-110029

ने यह लेखपत्र इस कार्यालय में दिनांक 7/7/2017 समय 3:58PM

वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(रमेन्द्र श्रीवास्तव)

उपनिबन्धक सदर

गौतमबुद्धनगर

7/7/2017

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त अंतरण कर्ता

श्री मनोज डेम्बला
प्रतिनिधि जयप्रकाश एसोसिएट्स लि0द्वारा सुनील
कुमार शर्मा
पुत्र श्री जगन्नाथ डेम्बला
पुत्र/पत्नी श्री पेशा नौकरी

अंतरीति

होम एण्ड साउल इन्फ्रा0प्रा0लि0द्वारा साक्षी कत्याल
पत्नी श्री हनी कत्याल
पेशा
निवासी ए-2/78 भूतल सफदरजंग एनकलेव नई
दिल्ली-110029

ने निष्पादन स्वीकार किया।

जिनकी पहचान राहुल दुबे
आर0वी0दुबे

पेशा नौकरी

निवासी एच-48 सै0-12 प्रताप विहार गाजियाबाद

व प्रवीन कुमार एड0

पेशा वकलत

निवासी जी-2 गामा-2 ग्रेटर नोएडा

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(रमेन्द्र श्रीवास्तव)

उपनिबन्धक सदर

गौतमबुद्धनगर

Institutions, and services like access roads, water supply, sewerage & drainage systems, electricity cable network etc and their connectivity to the individual properties.

- C. Pursuant thereto **JAL** is in the process of development of the **Leased Land** as per the **Development Plans** and has already developed Golf Course, hotel and other residential, commercial, institutional and recreational properties on **Land 1** and sports complex at **Land 2** 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**.
- D. **JAL** desires to assign its **Development Rights** over residential complex of Condominium Apartments Type VI as mentioned in **Development Plan** (layout plan) for built-up area of 14,115.75 square meters to be counted towards **FAR** within a demarcated plot of land in the **Leased Land** for development of a residential group housing project.
- E. The **Developer / Assignee** has offered to **JAL** that it is willing to take up the development of 14,115.75 square meters of **FAR Area** (as defined herein below) at the **Development Land** (as defined herein below) for residential group housing project involving construction and development of up to 75 dwelling units with necessary facilities and amenities subject to applicable laws.
- F. On the request of the **Developer / Assignee** and for the Total Consideration already paid by the **Developer / Assignee** to **JAL**, **JAL** has agreed to assign the **Development Rights** over 14,115.75 square meters of **FAR Area** (out of its entitlement as per the **Development Plans**) (hereinafter referred to as "**FAR Area**") on the piece of land, being pocket No. B-8, (having area of 5,205.62 Sq. Mtrs) as described and marked in **Annexure I** attached hereto and its location as described and marked in **Annexure II** attached hereto being pocket No. B-8, which is part of Land I, Jaypee Greens, Greater Noida, (hereinafter, for the purpose of this Agreement, referred to as the "**Development Land**") forming part of the **Leased Land**, in favour of the **Developer / Assignee**, for the purpose of construction and development of



For Home and Soul Infrastructure Private Limited
Sabharwal
Authorized Signatory

अंतरण कर्ता

Registration No.: 20029

Year : 2,017

Book No. : 1

0101 मनोज डेम्बला प्रतिनिधि जयप्रकाश एसोसिटस लि0द्वारा सुनील

जगन्नाथ डेम्बला

सै0-128 नोएडा जी0बी0नर

गौकरी



residential group housing project (herein after referred to as the '**Group Housing Project**'), through this **Agreement** on mutually agreed terms and conditions as contained in this **Agreement**.

G. **JAL** has represented, assured, warranted and confirmed to the **Developer / Assignee** that:

- (i) **JAL** is the owner of the leasehold rights in the **Development Land** and is in vacant and peaceful possession of the **Development Land**, which is earmarked for use as residential group housing and **JAL** is legally competent to assign the **Development Rights** in the **FAR Area** and to execute this **Agreement** giving all the **Development Rights** in the **FAR Area** exclusively to the **Developer / Assignee** and that the **Developer / Assignee**, subject to performance of the covenants herein contained, shall be entitled to peaceably and quietly hold and enjoy the **Development Rights** and carry out the construction of the residential Group Housing Project comprising of up to 75 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, grant consents, permissions, no objections etc. from time to time in respect of the **FAR Area** as may be required by the **Developer / Assignee** for developing the **FAR Area** as per applicable layout plan of **Leased Land**, building plans of pocket No. B-8 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 or order of any authority, 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.



For Home and Soul InfraTech Private Limited
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Saloni
Authorized Signatory

अंतरीति

Registration No. : 20029

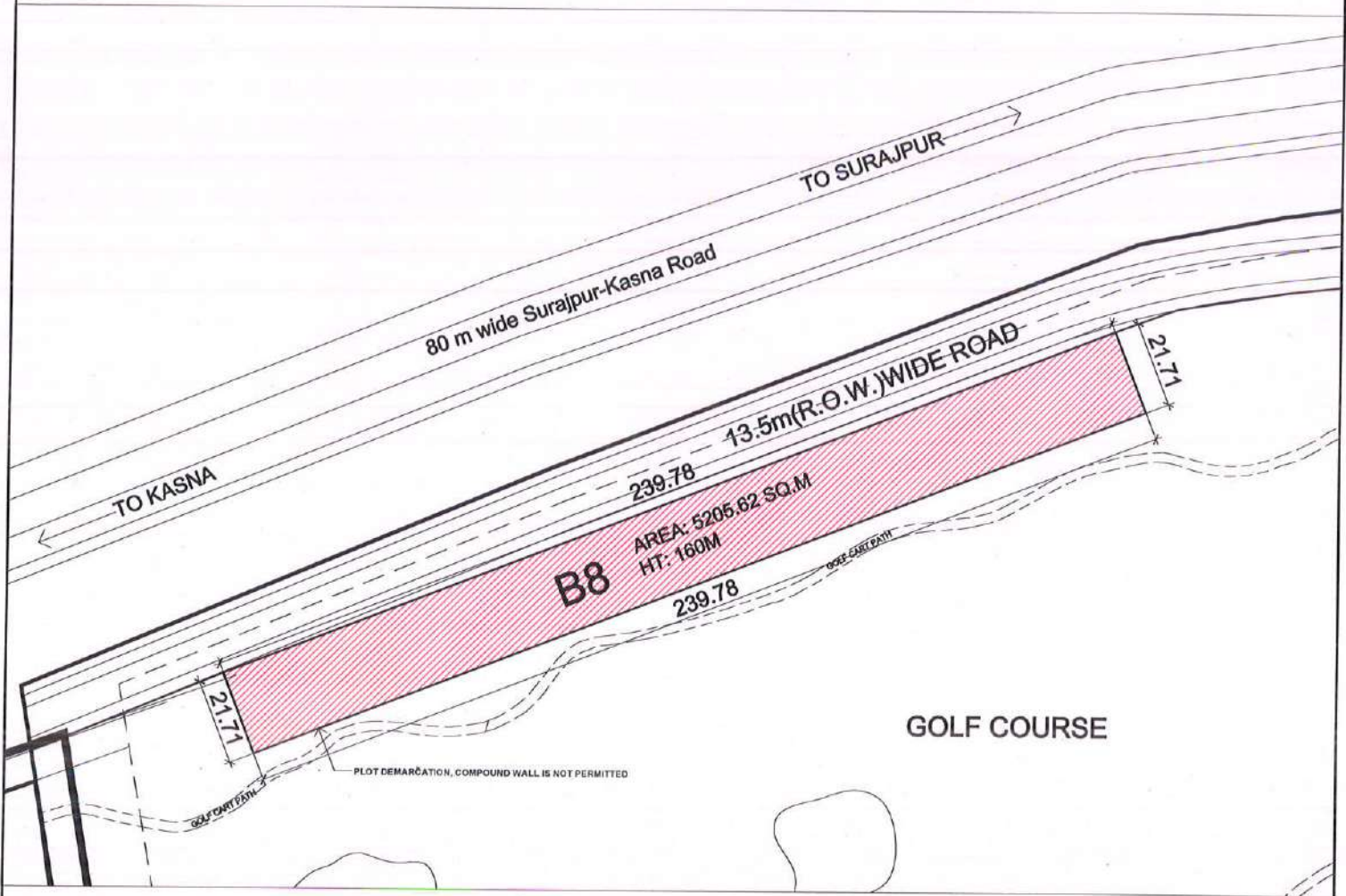
Year : 2017

Book No. : 1

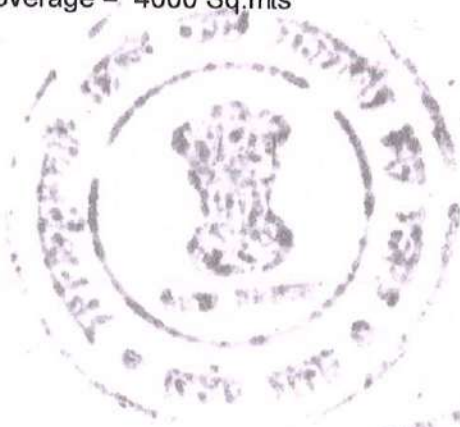
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हनी कत्याल
ए-2/78 गूतल सफदरजंग एनकलेव नई दिल्ली-110029






DETAIL OF POCKET - B8 JAYPEE GREENS, GREATER NOIDA



Max Permissible FAR = 14115.75 Sq.mts
 Max Permissible Ground Coverage = 4000 Sq.mts
 Max. Dwelling Units = 75



For Home and Soul Infiritech Private Limited
Salsh
 Authorized Signatory


 JAYPEE GREENS <i>Another Place . Another World</i>	TITLE Detail Plan B8, Land-I Jaypee Greens, Greater Noida	SCALE NTS	DRAWN BY Arch. & Plng.	APPROVED BY 	 NORTH
		DATE OCT. 2015	CHECKED BY Arch. & Plng.	DRG. NO JPG-GN/B8	





29.1 Notwithstanding anything contained herein, in the event of any change in constitution of the Developer / Assignee or in the event the Developer / Assignee implements any scheme of reconstruction, conversion or other arrangement or consolidation, merger or amalgamation or otherwise with any other entity, then any change in the constitution of the Developer / Assignee shall not invalidate this Agreement or any provision of this Agreement, and this Agreement shall continue to operate as if this Agreement had been signed by such changed / new / converted / merged entity.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hand on this Agreement on the 11th day March 2017 herein above written in the presence of the following witnesses:

<p>Signed by Jaiprakash Associates Limited by its Executive Vice Chairman, Shri Sunil Kumar Sharma S/o Shri N.C. Sharma</p>	<p><i>S.K. Sharma</i></p> 
<p>Signed by M/s Home & Soul Infratech Pvt Ltd by its Director, Smt. Sakshi Katyal W/o Honey Katyal</p>	<p>For Home and Soul Infratech Private Limited</p> <p><i>Sakshi</i></p> <p>Authorized Signatory</p>

Witness:

1. *R. Dubey*
(Rahul Dubey S/o R.B. Dubey)
H-48, Sector-12, Pratap Vihar, Gurgaon

2. 
PRAVEEN KUMAR
Advocate
Gautam Buzh Nagar (U.P.)

आज दिनांक 07/07/2017 को
वही सं. 1 जिल्द सं. 24364
पृष्ठ सं. 263 से 362 पर क्रमांक 20029

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


(रमेन्द्र श्रीवास्तव)

उपनिबन्धक सदर

गौतमबुद्धनगर

7/7/2017

