

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम गौतम बुद्ध क्रम संख्या 2018146014027

आवेदन संख्या : 201800743061106

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2018-06-18 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम अभिषेक बंसल

लेख का प्रकार पूरक लेखपत्र

प्रतिफल की धनराशि 0 / 0

1. रजिस्ट्रीकरण शुल्क 100

2. प्रतिनिपिकरण शुल्क 80

3. निरीक्षण या तलाश शुल्क

4. मुद्दतार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 180

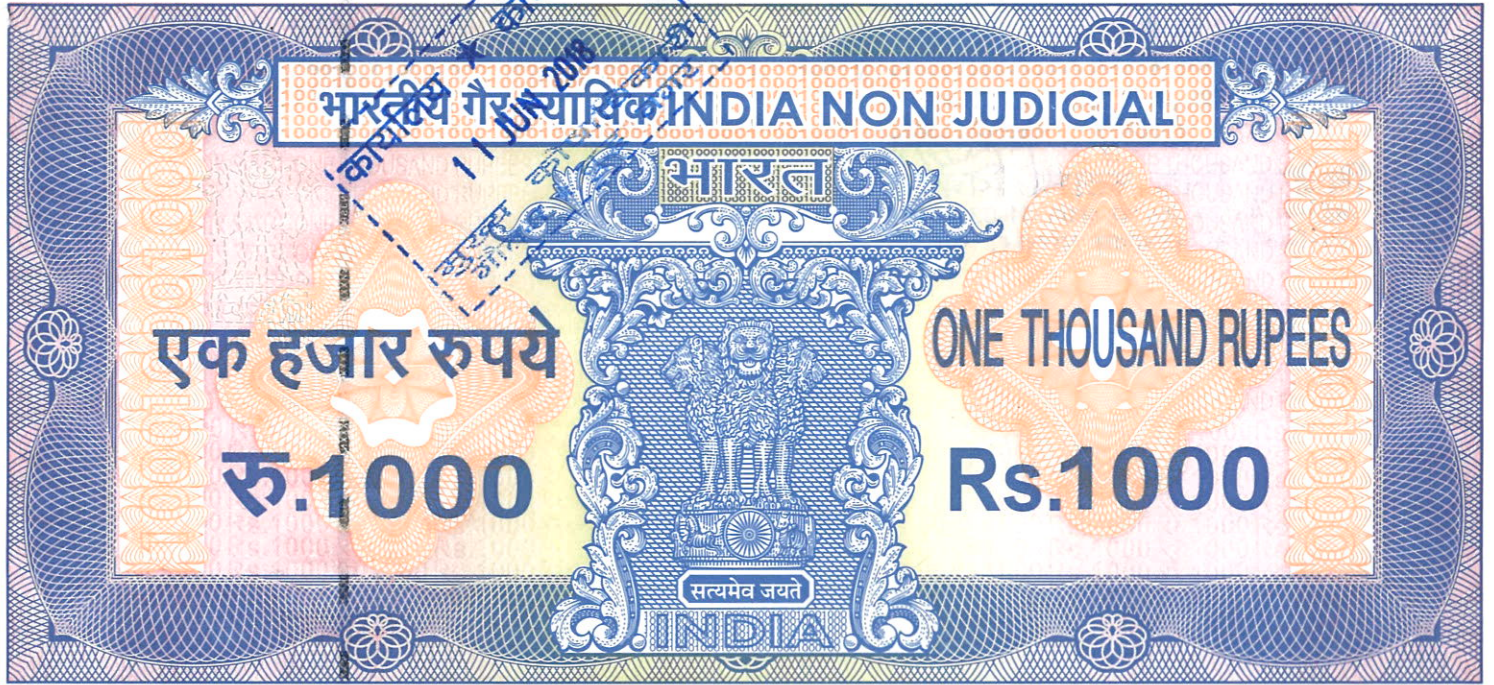
शुल्क वसूल करने का दिनांक 2018-06-18 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

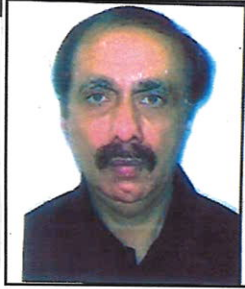
प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-06-18 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

SUB REGISTRAR - I
HODA (G.B. NAGARI)



उत्तर प्रदेश UTTAR PRADESH



SUPPLEMENTARY OF ASSIGNMENT AGREEMENT

BB 101636



To the Assignment Agreement dated 03rd May, 2018 between Jaypee Infratech Ltd., Jaiprakash Associates Limited and PVJ Professional Services Pvt. Ltd.

This **Supplementary of Assignment Agreement** is made and entered on this 18th day of June, 2018 at Noida, District- Gautam Budh Nagar, U.P.

Jaypee Infratech Limited, (having PAN - AABCJ9042R) a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector – 128, NOIDA – 201304, U.P. (hereinafter referred to as the "JIL"), which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors-in-title and assigns, acting through **Shri Ajit Kumar**, duly authorized vide Power of Attorney dated 07.09.2017 to execute this Supplementary of



For PVJ Professional Services Private Limited

Bansal
Authorized Signatory

क्रम सं० 30 स्टाम्प विक्रय की तिथि..... 18 JUN 2018

स्टाम्प क्रय करने का प्रयोजन.....

स्टाम्प क्रेता का नाम व पता.....

स्टाम्प की धनराशि.....

Professional private club

विजेन्द्र सिंह स्टाम्प विक्रेता

लाइसेन्स नं० 33 ला० की अवधि 31-03-2019

उप-निबन्धक कार्यालय पत्तिसर, नौएडा



Assignment Agreement and to be presented before the Sub-Registrar, Noida, on behalf of JIL, **AND Jaiprakash Associates Limited**, (having PAN - AABCB1562A), a Company duly incorporated and validly existing under the provisions 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 the “**JAL**”) which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors-in-title and assigns, represented by **Shri T.G. Keswani**, duly authorized vide Power of Attorney dated 17.02.2018 to execute this Supplementary of Assignment Agreement and to be presented before the Sub-Registrar, Noida, on behalf of JAL, of the **FIRST PART**;

AND

PVJ Professional Services Private Limited, (having PAN - AAJCP2758C), a Company duly incorporated and validly existing under the provisions of the Companies Act, 2013 and having its registered office at A-52, Basement, Nirman Vihar, Near metro station, East Delhi, Delhi 110092 (hereinafter referred to as the “**Developer**” or the “**Second Party**”), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its Authorized Signatory **Sh. Abhishek Bansal** duly authorized by a Board resolution dated 25.04.2018 to execute this Supplementary of Assignment Agreement on behalf of the Developer, of the **SECOND PART**;

JIL & JAL or the **First Party** and the **Developer** or the **Second Party** shall individually be referred to as such or the “**Party**” and collectively as the “**Parties**”.

The **First Party** had executed **Assignment Agreement** in favour of the **Developer** for development of Group Housing Project on Pocket B-56 situated in Jaypee Greens Wish Town, Sector-128, Noida Distt. Gautam Budh Nagar, Uttar Pradesh was duly registered vide Book no. 1, Volume No. 8238 from pages 113 to 200 Sl. No. 3658 with Sub-Registrar-I Noida Distt. – G.B. Nagar (U.P.) on 07.05.2018.

AND WHEREAS the **First Party** by virtue of the **Assignment Agreement** assigned **Development Rights** to develop / construct Group Housing Project on group housing Pocket No. B-56, in Jaypee Greens Wish Town Sector-128, Noida to the **Second Party / Developer**.

AND WHEREAS the **Parties** with mutual consent have agreed to amend certain clauses of the **Assignment Agreement**.



For PVJ Professional Services Private Limited


Authorized Signatory

पूरक लेखपत्र

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 80 योग : 180

श्री पी वी जे प्रोफेशनल सर्विसस प्राईवेट लि० द्वारा
अभिषेक बंसल अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री हरि ओम बंसल
व्यवसाय : नौकरी
निवासी: ग्रान्ड ओमैक्स टावर लिन्कन ए 306, सैक्टर 93 बी, नोएडा

Abansal



श्री, पी वी जे प्रोफेशनल सर्विसस प्राईवेट लि० द्वारा
अभिषेक बंसल अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
18/06/2018 एवं 05:05:25 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

18/06/18
(राजेश कुमार)

उप निबंधक :सदर प्रथम
गौतम बुद्ध नगर



AND WHEREAS the **Parties** wish to enter into this Supplementary of Assignment Agreement to record the amendment in the **Assignment Agreement** agreed between the Parties.

NOW THEREFORE THIS SUPPLEMENTARY OF ASSIGNMENT AGREEMENT WITNESSETH AS UNDER:

1. The Parties have agreed that Clause 2.8 of the **Assignment Agreement** shall be replaced with the following Clause:

"2.8(a) The **Developer** shall not be entitled to sell, gift, mortgage, pledge or encumber the **Development Land** in any manner whatsoever. The **Developer** 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. However, the **Developer** may create charge on the same for other projects too provided that prior to launch of residential Group Housing Project on the **Development Land** such charge is fully satisfied and cleared. Further, in order to raise financing for Development of the **Development Land** by the **Developer**, it may become imperative to create a charge on the **Development Land** in addition to the Development Rights due to the terms & conditions of the bank or financial institution. In such an event only, on the request of the **Developer** and subject to the **Developer** submitting a copy of the said terms & conditions of the bank/financial institution, **JIL** may agree on request of **JAL** to create a charge/security on the **Development Land** at **Developer's** cost, within 60 days of receipt of 100% of the Sale Consideration, in order to enable the Developer to raise finance from banks and/or other financial institutions. However, it is hereby clarified that the obligation to pay any amount including but not limited to any fee, charges, instalments, penalties, interest etc. to any bank, financial institution on or in relation to the monies raised ("**Financial Assistance**") shall be the sole obligation of the **Developer**. **JIL** and **JAL** shall not be liable or obligated in this regard in any manner what so ever. However, in the event **JIL** creates a charge on the **Development Land** on the request of the **Developer** and **JAL** then this Agreement



For PVJ Professional Services Private Limited

ABund

Authorized Signatory

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

प्रथम पक्ष: 1

श्री जे पी इन्फ्राटैक लि० के द्वारा अजीत कुमार ,
पुत्र श्री जगदीश कुमार

निवासी: सैक्टर 128, नोएडा

व्यवसाय: अन्य

प्रथम पक्ष: 2



श्री जयप्रकाश एसोसिएट्स लि० के द्वारा टी जी
केसवानी , पुत्र श्री जी पी केसवानी

निवासी: सैक्टर 128, नोएडा

व्यवसाय: अन्य

द्वितीय पक्ष: 1



श्री पी वी जे प्रोफेशनल सर्विसेस प्राईवेट लि० के
द्वारा अभिषेक बंसल , पुत्र श्री हरि ओम बंसल
निवासी: ग्रान्ड ओमैक्स टावर लिन्कन ए 306,
सैक्टर 93 बी, नोएडा

व्यवसाय: नौकरी



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री लक्ष्मण शर्मा , पुत्र श्री वासुदेव शर्मा

निवासी: गाव निठारी नोएडा

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री सोनू, पुत्र श्री कालीचरन

निवासी: सूरजपुर मखेना बुलन्दशहर यूपी

व्यवसाय: अन्य



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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राजेश कुमार)

उप निबंधक : सदर प्रथम

गौतम बुद्ध नगर

8/06/18

shall be read with the Indenture of Mortgage so executed by **JIL** and **JAL** and **Developer** with the lender/s.

- (b) **JIL** and **JAL** hereby undertake and acknowledge that the Developer, in terms of clause 2.8, shall be entitled to encumber, mortgage etc., all the rights, titles, interest of the Developer in relation to the **Development Rights** in the **FAR Area** over the **Development Land** granted by **JIL** in accordance with the terms contained in this **Agreement** and to hypothecate receivables of the Group Housing Project, without any hindrance, in favour of any lender, bank and / or any financial institution and without seeking any prior approval (written or otherwise) from **JIL** and/ or **JAL**. **JAL** and **JIL** shall have no objection to deposit of the original of this **Agreement** and signing of all deeds, documents by the Developer as may be required by the lender, bank and/ or financial institution for the purpose of creating an equitable mortgage on its **Development Rights** in the **FAR Area** over the **Development Land**."
2. This Supplementary of Assignment Agreement is and shall form part and parcel of the **Assignment Agreement** and shall be read as part of the said **Assignment Agreement**. The terms and conditions of the **Assignment Agreement** shall stand amended / modified / altered to the extent recorded in Clause 1 of this Amendment Agreement. Save as otherwise modified / amended as aforesaid all other terms of the **Assignment Agreement** shall remain unaltered and shall remain in full force and shall continue to be binding on the **Parties** hereto and shall continue to be enforceable by and between the **Parties**.
3. Unless repugnant to the context hereof, other terms used but not defined in this **Supplementary of Assignment Agreement** shall have the same meaning ascribed to them in the **Supplementary of Assignment Agreement**.

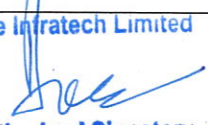




For PVJ Professional Services Private Limited


ABAN D
Authorized Signatory




IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on this agreement on the day month and the year first herein above written in the presence of the following witnesses:

Signed by Jaypee Infratech Limited by its Authorized Signatory Shri Ajit Kumar	For Jaypee Infratech Limited  Authorized Signatory
Signed by Jaiprakash Associates Limited by its Authorized Signatory Shri T.G. Keswani	For JAIPRAKASH ASSOCIATES LTD.  Authorized Signatory
Signed by PVJ Professional Services Private Limited by its Authorized Signatory Shri Abhishek Bansal	For PVJ Professional Services Private Limited  Authorized Signatory

Witness:

1. 
Laxman SC Vasudev Sharma.
Wll-Nithari Noida.

2. 
Sonu Kumar S/o Kalijan Singh
Wll- Hiran Bhoon. (BSR)

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राजेश कुमार)

उप निबंधक : सदर प्रथम

गौतम बुद्ध नगर

