

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिवन्धक मदर प्रथम गौतम नुद्द 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 अभियेक 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. मुख्तार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 180

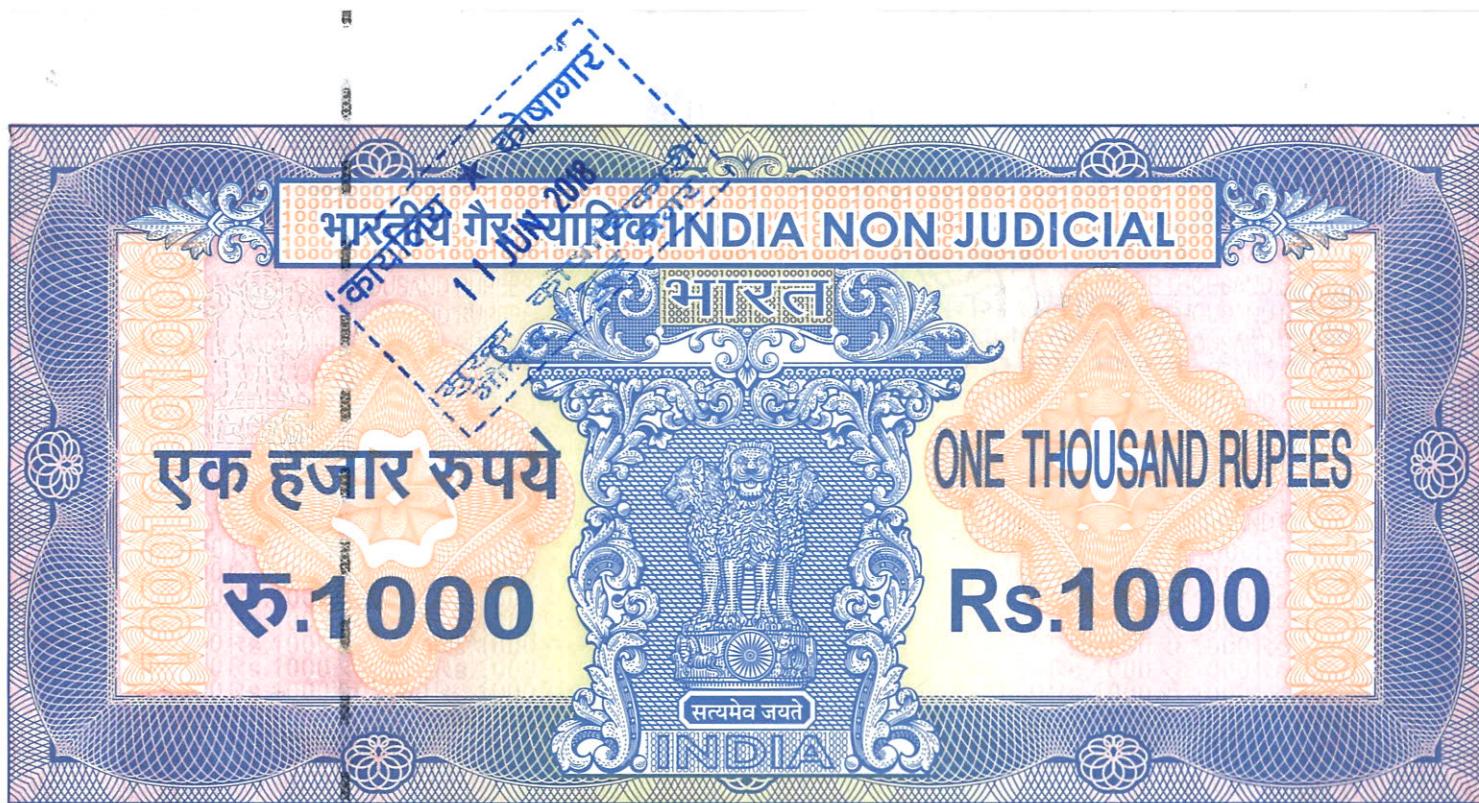
शुल्क वसूल करने का दिनांक 2018-06-18 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

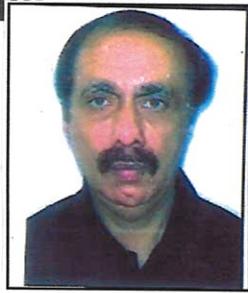
प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-06-18 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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



उत्तर प्रदेश UTTAR PRADESH



SUPPLEMENTARY OF ASSIGNMENT AGREEMENT

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


Ajit Kumar
Authorized Signatory

क्रम सं० ३० स्टाम्प विक्रय की तिथि..... १८ JUN 2018
स्टाम्प क्रय करने का प्रयोजन.....
स्टाम्प क्रेता का नाम व पता.....
स्टाम्प की धनराशि..... १००/-

PV Professional Prints, delhi

विजेन्द्र सिंह स्टाम्प विक्रता
लाइनोन्स नं० ३३ ला० की अवधि ३१-०३-२०१९
उप-निवन्धक कार्यालय परिसर, नीएडा

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".

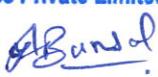
The **First Party** had executed **Assignment Agreement** in favour of the **Developer** for development of Group Housing Project on Pocket B-56 situated in Jaypee Greens Wish Town, Sector-128, Noida Distt. Gautam Budh Nagar, Uttar Pradesh was duly registered vide Book no. 1, Volume No. 8238 from pages 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

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 whatsoever. 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

3

AB
For PVJ Professional Services Private Limited

Authorized Signatory

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

उक्त

प्रथम पक्ष: 1

श्री जे पी इन्फ्राटेक लिंग के द्वारा अजीत कुमार ,
पुत्र श्री जगदीश कुमार

निवासी: सैक्टर 128, नोएडा

व्यवसाय: अन्य

प्रथम पक्ष: 2



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

निवासी: सैक्टर 128, नोएडा

व्यवसाय: अन्य

द्वितीय पक्ष: 1



श्री पी वी जे प्रोफेसनल सर्विसेस प्राईवेट लिंग के
द्वारा अभिषेक बंसल , पुत्र श्री हरि ओम बंसल

निवासी: ग्रान्ड ओमैक्स टावर लिन्कन ए 306,
सैक्टर 93 बी, नोएडा

व्यवसाय: नौकरी

Abuabdul



ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री लक्ष्मण शर्मा , पुत्र श्री वासुदेव शर्मा

निवासी: गाव निठारी नोएडा

व्यवसाय: अन्य

Abu



पहचानकर्ता : 2

श्री सोनू, पुत्र श्री कालीचरन

निवासी: सूरजपुर मखैना बुलन्दशहर यूपी

व्यवसाय: अन्य

Soonoo



ने की । प्रत्यक्षतःभद्र साक्षियों के निशान अग्रे
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.

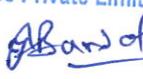
(b) **JIL** and **JAL** hereby undertake and acknowledge that the Developer, in terms of clause 2.8, shall be entitled to encumber, mortgage etc., all the rights, titles, interest of the Developer in relation to the **Development Rights** in the **FAR Area** over the **Development Land** granted by **JIL** 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


Abanil Chatterjee
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  Authorised Signatory
Signed by Jaiprakash Associates Limited by its Authorized Signatory Shri T.G. Keswani	For JAIPRAKASH ASSOCIATES LTD.  Authorised 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  & Vasudev Sharma.
Vill-Nithari Noida.

2. Sonu Kumar & Kaliyan Singh
Mr. Hiran Bhoor. (BSR)

Authorised Signatory

notes on the *bezhofruA*

viotsnoi2 heshndtuA

बही संख्या 1 जिल्द संख्या 8374 के पृष्ठ 157 से 178 तक
क्रमांक 4960 पर दिनांक 18/06/2018 को रजिस्ट्रीकृत किया
गया।

रजिस्टीकरण अधिकारी के हस्ताक्षर

(राजेश कुमार)

उप निबंधक : सदर प्रथम

गौतम बुद्ध नगर

