



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

Signature:
ACC Name: SANDAY SHARMA ACC Code: UP14001404
ACC Address: Sub-Reg. Office Noida, Mob: 9999337388
License No. 106/06, Tehsil & Distt. - Dadri, G.B. Nagar, U.P.

₹6,83,92,000

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

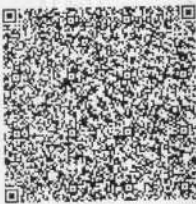
First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-UP55382874385452U
: 31-Mar-2022 11:43 AM
: NEWIMPACC (SV)/ up14001404/ NOIDA/ UP-GBN
: SUBIN-UPUP1400140401291918116619U
: AMBIT BUILDWELL PRIVATE LIMITED
: Article 23 Conveyance
: PLOT NO. C3-H1, SECTOR-129, NOIDA, DISTT. GAUTAM BUDH
NAGAR, U.P.
: THE SOUTH INDIAN BANK LIMITED
: AMBIT BUILDWELL PRIVATE LIMITED
: AMBIT BUILDWELL PRIVATE LIMITED
: 6,83,92,000
(Six Crore Eighty Three Lakh Ninety Two Thousand only)

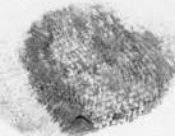


DOCKED
S.R.O.
31/3/22



For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch



PU 0000464497

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

TRANSFER DEED

This Transfer Deed ("**Deed**") is executed on this 31st day of March, 2022 by and between:

THE SOUTH INDIAN BANK LIMITED, a company incorporated under the Companies Act, 1913 and bearing Corporate Identity Number L65191KL1929PLC001017, having PAN AABCT0022F, having its registered office address at SIB House Mission Quarterst, B Road, Thrissur, Kerala, 680001 duly represented by Mr. Rayner H Ephraim], duly authorised *vide* Board Resolution passed in the board meeting held on November 20, 2021 (hereinafter referred to as the "**Transferor**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

AMBIT BUILDWELL PRIVATE LIMITED, company incorporated under the Companies Act, 2013 and bearing Corporate Identity Number U45400DL2008PTC179714, having PAN AAHCA1601M, having its registered office address at Room no. 205, Welcome Plaza, S 551, School Block II, Shakarpur, Delhi duly represented by Mr. Kunal Rishi, authorized signatory, duly authorised *vide* Board Resolution passed in the board meeting held on November 08, 2021 (hereinafter referred to as the "**Transferee**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

(The Transferor and the Transferee are hereinafter also referred to collectively as the "**Parties**" and individually as "**Party**").

WHEREAS:

- A. The Government of U.P. ("**GoUP**") constituted the Taj Expressway Industrial Development Authority, by way of the GoUP Notification no. 697/77-04-2001-3 (N)/ 2001, dated April 24, 2001 (now known as Yamuna Expressway Industrial Development Authority in accordance with change in name by way of notification dated July 11, 2008, bearing reference no. GoUP1165/77-04-08-65N/08), under the U.P. Industrial Area Development Act, 1976, presently having its principal office at 1st Floor, Commercial Complex, Block P-2, Sector - Omega 1, Greater Noida, District Gautam Budh Nagar- 201308, U.P. ("**YEA/YEIDA**"), for anchoring development of Taj Expressway (renamed as the Yamuna Expressway *vide* GoUP Notification No. 1165/77-04-08-65N/08, dated July 11, 2008) Project which, *inter alia*, includes construction of 6 (six) lane, 160 (one hundred and sixty) km long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra ("**Expressway**");
- B. By way of concession agreement dated February 07, 2003 ("**Concession Agreement**"), executed between Taj Expressway Industrial Development Authority (now YEA) and Jaiprakash Industries Limited ("**Jaiprakash Industries**"), Jaiprakash Industries was granted concession for arrangement of finances, design, engineering, construction and operation of the Expressway, and to collect and retain toll from the vehicles using the Expressway during the term of the concession period, which is 36 (thirty six) years commencing from the date of commercial operation of the Expressway plus any extensions thereto in accordance with the Concession Agreement ("**Concessions Period**");
- C. Thereafter, pursuant to the scheme of amalgamation dated March 10, 2004, sanctioned by the Hon'ble High Court of Allahabad in Company Petition No. 26 of 2003, under section 394 of the Companies Act, 1956, Jaiprakash Industries was amalgamated and merged with Jaypee Cement Limited ("**JCL**") with effect from the April 01, 2002;
- D. *Vide* a special resolution passed by JCL on March 29, 2003 under section 21 of the Companies Act, 1956 and approval of the Central Government accorded by way of letter dated March 11, 2004, the name of JCL was changed to Jaiprakash Associates Limited ("**JAL**"), with effect from March 11, 2004;
- E. In terms of Clause 18.1 of the Concession Agreement and the directives of YEA, JAL i.e. the then concessionaire, incorporated a special purpose vehicle, namely Jaypee Infratech Limited ("**JIL/Sub-Lessor**") for the implementation of the Expressway project. All the rights and obligations of JAL under the Concession Agreement were transferred to the Sub-Lessor by an assignment agreement

For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch



आवेदन सं०: 202200743020016

पट्टाधिकार का अंतरण / विक्रय पत्र

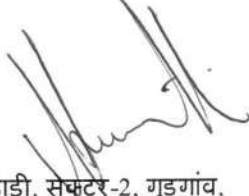
वही सं०: 1

रजिस्ट्रेशन सं०: 2255

वर्ष: 2022

प्रतिफल- 910000000 स्टाम्प शुल्क- 68392000 बाजारी मूल्य - 1367840000 पंजीकरण शुल्क - 13678400 प्रतिलिपिकरण शुल्क - 100 योग : 13678500

श्री अम्बित बिल्डबेल प्रा० लि० द्वारा
कुनाल ऋषी अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री विनोद कुमार
व्यवसाय : नौकरी
निवासी: टी-क्यू/702, पारस क्वाटियर, ग्याल पहाड़ी, सेक्टर-2, गुडगांव,
हरियाणा-122003

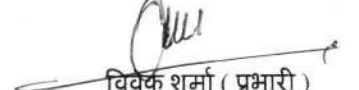



श्री, अम्बित बिल्डबेल प्रा० लि० द्वारा

कुनाल ऋषी अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 31/03/2022
एवं 05:38:41 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


विवेक शर्मा (प्रभारी)
उप निबंधक :सदर द्वितीय
गौतम बुद्ध नगर
31/03/2022

निबंधक लिपिक

प्रिंट करें



dated October 19, 2007, registered as document no. 626, volume no. 106, book no. 4, on pages 327 to 338, dated December 17, 2007 ("**Assignment Agreement**"), duly executed by and amongst YEA, Sub-Lessor and JAL;

- F. Thereafter, a project transfer agreement dated October 22, 2007, registered as document no. 1073, volume no. 402, book no. 4, at pages 563 to 610, on dated December 17, 2007, was executed between JAL and JIL/Sub-Lessor, wherein JAL transferred the aforementioned project together with all the estates, rights, titles, interests, assets, liabilities, obligations and claims of the project as a going concern, in favour of Sub- Lessor, upon which the Sub Lessor became the concessionaire;
- G. In terms of the Concession Agreement, YEA agreed to transfer on lease to the Sub-Lessor, 25 (twenty- five) million square meters of land, for commercial, amusement, industrial, institutional and residential development at five or more locations alongside the Expressway, including 5 (five) million square meters of land at Noida/ Greater Noida;
- H. YEA, in part discharge of its obligations under the Concession Agreement for transfer of 5 (five) million square meters of land for development at Noida/ Greater Noida, transferred on lease, for a period of 90 (ninety) years, 498.94 (four hundred and ninety eight point nine four) hectares i.e. 1,232.38 (one thousand two hundred and thirty two point three eight) acres of land ("**Leased Land**"), to the Sub-Lessor through various lease deeds at Noida ("**Lease Deeds**"), as per the terms and conditions specified therein, and the balance 1.06 hectare (2.62 acres) land for development is in process of being transferred by YEA to the Sub- Lessor to complete the transfer of 5 (five) million square meters of land at Noida;
- I. Out of aforesaid 498.94 (four hundred and ninety eight point nine four) hectares i.e. 1,232.38 (one thousand two hundred and thirty two point three eight) acres of Leased Land, land admeasuring 430.314 (four hundred and thirty point three one four) hectares i.e. 1,062.84 (one thousand sixty two) acres of land (hereinafter referred to as "**Subject Land**") is comprised in Sectors 128, 129, 131, 133 and 134, Noida, Gautam Budh Nagar, Uttar Pradesh, which has since been named as 'Jaypee Greens, Wish Town, Noida'. The Subject Land includes the land transferred by YEA to Sub-Lessor through lease deed dated February 15, 2008, duly registered in the office of the Sub-Registrar-II, Noida as SI. No. 806 in Book No. I, on 16.02.2008, for grant of leasehold rights in the land admeasuring 26.063 (twenty six point zero six three) hectares, i.e., 64.402 (sixty four point four zero four) acres, situated in village Gejha Tilptabad, Tehsil Dadri, District Gautam Budh Nagar, U.P. ("**Larger Land**"), by YEA in favour of the Sub-Lessor, on terms and conditions as contained therein, for a term of 90 (ninety) years commencing from the date of transfer ("**Principal Lease Deed**");
- J. The YEA granted unfettered right in favour of Sub Lessor to sub-lease the whole or any part of the Subject Land including the Larger Land, whether developed or undeveloped; by way of plots or constructed properties; or otherwise dispose-off its interest in the Subject Land including the Larger Land/ or part thereof to any person in any manner whatsoever without requiring any consent or approval of YEA or of any other relevant authority;
- K. The Sub-Lessor prepared land use plan, layout plan and other plans for development of the Subject Land (named as Jaypee Greens, Wish Town, Noida), which includes the 17.52 hectares (i.e. 43.29 (forty three point two nine) acres) of land in master plan commercial area including Plot No. C3-H1 in Sector 129, Noida, admeasuring 8.240 (eight thousand two hundred and forty) sq. mtrs. (i.e. 2.04 (two point zero four) acres) ("**Demised Plot**"), which were approved by New Okhla Industrial Development Authority ("**NOIDA Authority**") vide letter no. NOIDA/STP/2011/371, dated March 23, 2011 and revision thereof approved by NOIDA Authority vide letter no. Noida/CAP/2015/774 dated February 20, 2015. The said land use plan, layout plan and other plans approved by NOIDA Authority or any revision thereof in future are hereinafter referred to as the "**Development Plans**";
- L. JIL sub-leased the entire Demised Plot along with all rights, title, interest, privileges, easements and obligations thereto to the Transferor by way of a registered sub lease deed dated March 25, 2017 executed amongst JIL, JAL and the Transferor, registered as document no. 1873 in book no. 1, volume no. 8565 at pages 171-244 in the office of Sub Registrar II, District G.B Nagar (U.P) and sub lease amendment dated May 08, 2017, registered under book no. 1, volume no. 8654, from page nos. 21 to 44 at serial no. 2893 dated May 08, 2017 with Sub Registrar II, Noida- G.B Nagar (U.P)

For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch

आवेदन सं०: 202200743020016

बही सं०: 1

रजिस्ट्रेशन सं०: 2255

वर्ष: 2022

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

श्री द साउथ इण्डियन बैंक लिमिटेड के द्वारा रायनर एच
इफरायम, पुत्र श्री होमर इफरायम
निवासी: 197, प्रोविडेंस बोरनमन एन्क्लेव, हनूर मैन रोड,
कोठानूर, बैंगलोर, कर्नाटक 560077
व्यवसाय: नौकरी
अंतरीति: 1



श्री अम्बित बिल्डबेल प्रा० लि० के द्वारा कुनाल ऋषी, पुत्र
श्री विनोद कुमार
निवासी: टी-क्यू/702, पारस क्वाटियर, ग्वाल पहाड़ी,
सेक्टर-2, गुडगांव, हरियाणा-122003
व्यवसाय: नौकरी



ने निष्पादन स्वीकार किया | जिनकी पहचान
पहचानकर्ता : 1

श्री योगेश मित्तल, पुत्र श्री रमेश चन्द्र मित्तल
निवासी: जी -28, सेक्टर-3, रोहिणी, दिल्ली
व्यवसाय: अन्य
पहचानकर्ता : 2



श्री उपदेश कुमार, पुत्र श्री नोबिल कुमार
निवासी: एफ -485, गंगा नगर, मैरठ, उ०प्र०
व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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

विष्णु शर्मा (प्रभारी)
उप निबंधक: सदर द्वितीय
गौतम बुद्ध नगर

निबंधक लिपिक

("Sub Lease Deed");

- M. The Transferor has represented to the Transferee that it is the sub-lessee of the Demised Plot having a clear, legal and marketable title to the Demised Plot as per the terms of the Sub Lease Deed, and the Transferor is seized and possessed of and/ or otherwise well and sufficiently entitled to the Demised Plot i.e. commercial land admeasuring approximately 8,240, (eight thousand two hundred and forty) sq. mtrs., comprised in Sector 129, Noida Gautam Budh Nagar, U.P. The details and layout map of the Demised Plot is set out in the **Schedule I** of this Deed;
- N. The Transferee is *inter alia* engaged in the business of development and construction of real estate projects and the Transferor, and the Transferee has agreed for transfer of the Demised Plot by the Transferor in favour of the Transferee, for the purpose of developing commercial space/offices with a maximum permissible FAR of 4 (four) or as permitted under the Master Plan, Rules and Building of Noida, as per the terms and conditions set out hereunder, free from all Encumbrances;
- O. The Transferor and the Transferee have executed an agreement to transfer dated December 29, 2021 for the transfer, conveyance, delivery, assignment of all the rights, title and interest and the leasehold rights under the Sub Lease Deed in the Demised Plot by the Transferor in favour of the Transferee;
- P. The Transferor has obtained transfer permission dated March 31, 2022 from YEIDA for transfer, conveyance, delivery, assignment of all the rights, title and interest and the leasehold rights under the Sub Lease Deed in the Demised Plot by the Transferor in favour of the Transferee. A copy of the transfer permission dated March 31, 2022 is annexed herewith as the **Schedule II**; and
- Q. The Parties are executing this Deed for transfer, conveyance, delivery, assignment of all the rights, title and interest and the leasehold rights under the Sub Lease Deed in the Demised Plot by the Transferor in favour of the Transferee.

NOW THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES AND TERMS AND CONDITIONS SET FORTH HEREINAFTER, THE PARTIES TO THIS DEED INTEND TO BE IRREVOCABLY AND LEGALLY BOUND AND AGREE AS UNDER THAT:-

1 DEFINITION & INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires or anywhere else defined under this Deed, the following capitalized words and expressions shall have the following meanings:

"**Aggregate Transfer Consideration**" shall have the meaning ascribed to it in Clause 3.1 of this Deed;

"**Approvals**" shall mean all consent(s), license(s), permission(s), approval(s), authorization(s), certification(s), registration(s), no objection certificate(s), recognition(s), affiliation(s), clearances, permit(s), sanction(s), of or received from any Government Authority required to be obtained under the Laws from time to time, including in respect of the Demised Plot for its acquisition, enjoyment, possession, development, construction, operation, running, functioning, maintenance, management, control, promotion, transfer and devolution thereof including but not limited to environmental clearances, land use permissions, sanction of plans for permissible FAR, completion certificates, occupancy certificates and all other related approvals and consents;

"**Assignment Agreement**" shall have the meaning ascribed to it in Recital E of this Deed;

"**Concession Agreement**" shall have the meaning ascribed to it in Recital B of this Deed;

"**Concession Period**" shall have the meaning ascribed to it in Recital B of this Deed;

"**Demised Plot**" shall have the meaning ascribed to it in Recital K of this Deed;

For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch



"**Encumbrances**" shall mean any mortgage, charge, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, Litigation relating to title, charge, commitment, restriction or limitation of any nature, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same; The term "**Encumber**" or "**Encumbered**" shall be construed accordingly;

"**Execution Date**" shall have the meaning ascribed to it in the Preamble of this Deed;

"**Expressway**" shall have the meaning ascribed to it in Recital A of this Deed;

"**Governmental Authority**" shall mean the Government of India, Government of Uttar Pradesh, any ministry and/or department of Government of India or Government of Uttar Pradesh, YEIDA, NOIDA Authority or any other State Government, any government authority, statutory authority, government department, agency, commission, board, body, bureau, agency, authority, instrumentality or administrative body, central, state or local, tribunal, court, quasi-judicial authority, any other quasi-governmental, administrative, judicial, public or statutory body, political sub-division, regional body, municipality, corporation or body or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including the municipal/ local authority having jurisdiction over the Demised Plot under the Laws, the Parties or the performance of all or any of the obligations and covenants of the Parties under or pursuant to this Deed;

"**GoUP**" shall have the meaning ascribed to it in Recital A(i) of this Deed;

"**INR**" or "**Rs.**" shall mean Indian rupee(s), being the lawful currency of India;

"**Law(s)**" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines or other Governmental directions, policies, directions, directives, protocols, codes, proclamation of any court of record, judgments, decrees, orders or any other requirements or official directives or orders or approvals of any Governmental Authority, any instruction, restriction or any similar form of decision or of determination by, or any interpretation or administration of any Governmental Authority(ies) or instrumentality(ies) thereof specifically including, YEIDA rules and regulations as may be applicable to either of the Parties or with respect to the Demised Plot;

"**Lease Deed**" shall have the meaning ascribed to it in the Recital H of this Deed;

"**Leased Land**" shall have the meaning ascribed to it in Recital H of this Deed;

"**Litigation**" shall mean all suits, civil and criminal actions, administrative, judicial or arbitration proceedings, existing or pending orders or judgments and all legal or regulatory proceedings of any nature whatsoever, pending or in relation to which a written notice has been received, whether before or by any court, judicial or quasi-judicial or administrative or regulatory authority, tribunal, Governmental Authority or any arbitrator or arbitrators;


"**NOIDA Authority**" shall have the meaning ascribed to it in Recital K of this Deed;

"**Party**" or "**Parties**" shall have the meaning ascribed to it in the Preamble of this Deed;

"**Person**" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or taxation authority or any agency or political subdivision thereof or any other entity that may be treated as a Person under applicable Laws;

For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch



"Subject Land" shall have the meaning ascribed to it in Recital I of this Deed;

"Sub-Lessor" shall have the meaning ascribed to it in Recital E of this Deed;

"Tax" or "Taxes" shall mean any taxes, duties (including stamp duties), excise, charges, fees, levies or other similar assessments by or payable to a Governmental Authority in India, including in relation to (a) income, services, gross receipts, premium, immovable property, movable property, assets, profession, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes and (b) any interest, fines, penalties, assessments, or additions to Tax resulting from, attributable to or incurred in connection with any proceedings in respect thereof;

"Transferee" shall have the meaning ascribed to it in the Preamble of this Deed;

"Transferor" shall have the meaning ascribed to it in the Preamble of this Deed;

"YEA" or "YEIDA" shall have the meaning ascribed to it in Recital A of this Deed.

1.2

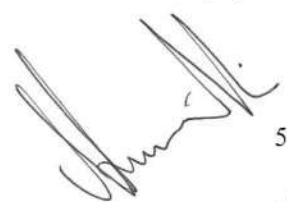
Interpretation

Unless the context of this Deed otherwise requires:

- (i) Words of any gender are deemed to include those of the other gender;
- (ii) Words using the singular or plural number also include the plural or singular number, respectively;
- (iii) Any references to a "company" shall include a body corporate;
- (iv) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Deed or specified clauses of this Deed, as the case may be;
- (v) The term "Clause" refers to the specified clauses of this Deed;
- (vi) Any reference to a document "in the agreed form" is to the form of the relevant document agreed between the Parties and for the purpose of identification initialed by each of them or on their behalf (in each case with such amendments as may be agreed by or on behalf of the Parties);
- (vii) The recitals and schedules form part of this Deed and shall have the same force and effect as if expressly set out in the body of this Deed, and any reference to this Deed shall include any recitals and schedules to it. Any references to clauses and schedules are to clauses of and schedules to this Deed. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;
- (viii) The expression "this clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (ix) Each of the representations and warranties provided in this Deed is: (i) separate and independent of other representations and warranties; (ii) and shall not be limited by reference to any other paragraph or anything in this Deed; and (iii) no clauses in this Deed limits the extent or application of another clause. The recitals as set forth in this Deed are the representations and warranties made by the Transferor to the Transferee;
- (x) The words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;
- (xi) Heading and bold typeface are only for convenience and shall be ignored for the purposes

For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch



of interpretation;

- (xii) Reference to any legislation or Law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (xiii) References to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (xiv) Reference to the word "include" or "including" shall be construed without limitation, whether or not followed by the words 'but not limited' or any other words implying a similar meaning;
- (xv) "in writing" includes any communication made by letter or fax or e-mail;
- (xvi) Where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- (xvii) Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- (xviii) Any word or phrase defined in the body of this Deed as opposed to being defined in Clause 1.1 shall have the meaning assigned to it in such definition throughout this Deed, unless the contrary is expressly stated or the contrary clearly appears from the context;
- (xix) If any provision in Clause 1.1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Deed;
- (xx) The term "transfer" wherever used in this Deed shall also include the term "sell"/ "sale"; and
- (xxi) The term "variation" includes any alteration, addition, omission, modification, substitution, deletion or novation.

2 TRANSFER OF RIGHTS, TITLE AND INTEREST IN THE DEMISED PLOT

In consideration of the Aggregate Transfer Consideration paid by the Transferee, to the Transferor, in accordance with the terms of this Deed, the Transferor hereby transfers, conveys, assigns and delivers, all of rights, title, interest and leasehold rights attached to the Demised Plot under the Sub Lease Deed, free from any Encumbrances to the Transferee. It is clarified that any and all liabilities relating to the Demised Plot for the period prior to the execution and registration of the Deed, whether arising prior or after the execution and the registration of the Deed shall be borne and paid by the Transferor only, without any recourse to the Transferee.

3 TRANSFER CONSIDERATION

- 3.1 The Transferor hereby transfers, conveys, assigns and delivers all rights, title, interest and leasehold rights in the Demised Plot as per the Sub Lease Deed, along-with all rights, title and interest attached to the Demised Plot, for an all-inclusive, full and final, total aggregate consideration of Rs. 91,00,00,000/- (Rupees Ninety One Crores Only) ("**Aggregate Transfer Consideration**"). The Transferor further confirms, acknowledges and admits the adequacy and sufficiency of the Aggregate Transfer Consideration as the full and final payment for transfer of Demised Plot, free from all Encumbrances.
- 3.2 Out of the Aggregate Transfer Consideration, an amount of Rs. 9,10,00,000/- (Rupees Nine Crores Ten Lakhs only) has been received by the Transferor from the Transferee, *vide*: (i) demand draft bearing number 37928, dated December 08, 2021, drawn on HDFC Bank Limited, for an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only); (ii) demand draft bearing number 37929, dated December

For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch



08, 2021, drawn on HDFC Bank Limited, for an amount of Rs. 40,00,000/- (Rupees Forty Lakhs only); and (iii) demand draft bearing number 37930, dated December 08, 2021, drawn on HDFC Bank Limited, for an amount of Rs. 8,60,00,000/- (Rupees Eight Crores Sixty Lakhs only), the receipt of the same is hereby duly acknowledged by the Transferor.

- 3.3 The balance amount of Aggregate Transfer Consideration i.e., an amount of Rs. 81,90,00,000/- (Rupees Eighty One Crores Ninety Lakhs only) has been paid by the Transferee to the Transferor in the following manner, the receipt and adequacy of which is hereby acknowledged by the Transferor:

Date	Amount	UTR No.
March 28, 2022	8,46,00,000/-	HDFCR52022032856943904
March 30, 2022	2,10,00,000/-	KARBR52022033000150760
March 30, 2022	8,25,00,000/-	HDFCR52022033057784133
March 31, 2022	30,00,00,000/-	HDFCR52022033158188706
March 31, 2022	32,18,00,000/-	HDFCR52022033158175325
Total	80,99,00,000/-	-

- 3.4 Out of the aforesaid amount, the Transferor has made the following payments:

Particulars	Amount	Date of Remittance	Cheque No./ UTR No./
Transfer charges paid to YEIDA	16,14,05,120/-	March 29, 2022	SIBLR52022032900196143
Farmers' compensation	1,41,84,600/-	March 29, 2022	
Transfer charges paid to JAL	2,09,32,079/-	March 30, 2022	SIBLR52022033000259873
Stamp Duty	6,83,92,000/-	March 30, 2022	SIBLR52022033000378459
Registration Charge	1,36,78,500/-	March 30, 2022	SIBLR52022033100416610
Total	27,85,92,299/-	-	-

- 3.5 From the Aggregate Transfer Consideration paid by the Transferee, an amount of Rs. 91,00,000/- (Rupees Ninety One Lakhs only) has been deducted as tax deducted at source on the entire Aggregate Transfer Consideration payable to the Transferors under this Deed, and the payment challan bearing No. 280, dated March 31, 2022 for the same has been duly handed over to the Transferors.
- 3.6 The Transferor acknowledges, confirms and undertakes that the payment of the Aggregate Transfer Consideration in the manner as set out above is a valid discharge of all obligations of the Transferee with respect to the transfer of the Demised Plot; and nothing more is due or payable by the Transferee to the Transferor or to any or other person/ entity whatsoever, and Transferee has paid the Aggregate Transfer Consideration to the Transferor solely relying in the representation, warranties, covenants, undertaking, and acknowledgment of the Transferor as set out in this Deed.
- 3.7 The Transferor further agrees, undertakes and confirms that the payment in manner as set out in the clause 3.3 above, of this Deed has been made as per the instructions of the Transferor, and the Transferor shall not make any claim, and or litigate the manner of the payment in any manner and for any reason whatsoever.
- 3.8 The Transferor agrees, confirms and undertakes that the Aggregate Transfer Consideration is all inclusive and is inclusive of the payment of Transfer Charges payable to JAL and YEIDA, enhanced farmer compensation, stamp duty and registration, dues, charges, levies, transfer fee, rent and cess payable in relation to the Demised Plot to any concerned government authorities and the enhanced compensation or any other compensation in relation to the Demised Plot payable to any government authority or any other Person, and no additional amounts shall be payable to the Transferor on any account. In the event there is any liability in relation to the aforesaid, the same shall be solely and absolutely borne and paid by the Transferor.
- 4 The Transferor has handed over to the Transferee the documents listed at the **Schedule III** of this Transfer Deed.
- 5 The Transferor has handed over the Transferee the vacant and peaceful possession of the Demised Plot.

For The South Indian Bank Ltd.

Assistant General Manager

- 6 The Transferee shall have the right to obtain all approvals, sanctions, registration, consents, permits, licenses, etc., from all competent governmental authorities or otherwise for the purposes of any development, construction, marketing and sale of any project on the Demised Plot as permitted under any Applicable Law. The Transferor agrees and undertakes to assist and extend all co-operation including without limitation, executing and furnishing the power of attorneys/ authorities to the Transferee for the said purpose if so required by the Transferee and executing and furnishing such other documents and information as may be required by governmental authorities for the Transferee to receive any approval, consents, sanctions, registration, permits, licenses etc.
- 7 **REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS.**
- 7.1 The Transferor hereby represents, warrants, covenants, undertakes to and in favour of the Transferee that:-
- 7.1.1 The Transferor has full power and authority to execute and deliver this Deed to transfer, convey, assign and deliver the Demised Plot to the Transferee;
- 7.1.2 The Transferor is in possession of the Demised Plot and has the power to enter into and perform this Deed and upon execution, this Deed would constitute legal, valid and binding obligations of the Transferor;
- 7.1.3 JIL sub-leased the entire Demised Plot along with all rights, title, interest, privileges, easements and obligations thereto to the Transferor by way of a registered sub lease deed dated March 25, 2017 executed amongst JIL, JAL and the Transferor, registered as document no. 1873 in book no. 1, volume no. 8565 at pages 171-244 in the office of Sub Registrar II, Noida; and the Transferor has made all payments to be made in terms of the Sub Lease Deed and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Transferor. The Sub-Lease Deed has been duly registered and stamped;
- 7.1.4 The Principal Lease Deed is valid and subsisting and have not been terminated/ cancelled/ disputed by any Person including the YEA and there is no breach of any terms and conditions of the Principal Lease Deed and no notice of default, termination or show cause notice has been issued for the breach/termination/ resumption/ cancellation of the Principal Lease Deed;
- 7.1.5 The Sub-Lease Deed was duly authorized and validly entered into by the Transferor and the Transferor is the lawful owner of the Demised Plot, and the Transferor is legally competent to transfer the Demised Plot and to execute this Deed in favour of the Transferee. The Transferor has adhered to all covenants, conditions and agreements contained in the Sub-Lease Deed in all respects. No guarantee or security has been provided by the Transferor in relation to the Sub-Lease Deed and no such guarantee or security is required to be provided by the Transferee for the purposes of the use, possession or development of the Demised Plot by the Transferee;
- 7.1.6 The Sub-Lease Deed is valid and subsisting and has not been terminated/ cancelled/ disputed by any Person including JIL and there is no breach of any terms and conditions of the Sub -Lease Deed and no notice of default, termination or show cause notice has been issued for the breach/termination/resumption/cancelled of the Sub- Lease Deed;
- 7.1.7 The Transferor has a legal, clear, good and marketable title solely to the Demised Plot, free from all Encumbrances, and having vacant, peaceful, legal, undisputed and unhindered physical possession thereof, and there are no encroachments on the Demised Plot or any restrictive covenants operating upon the Demised Plot;
- 7.1.8 The execution and delivery of this Deed and the documents and agreements contemplated herein, have been duly authorized in accordance with the Applicable Laws. This Deed constitutes, valid and legally binding obligations of the Transferor, enforceable against it;
- 7.1.9 The Transferor is not a party to any agreement, contract, option, right of pre-emption or similar matter whereby any third party has a contractual right or obligation to acquire any title,

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Assistant General Manager
New Delhi Corporate Branch

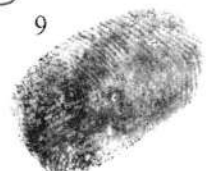


development rights or any other interest in the Demised Plot or which may hinder the development, construction, marketing, sale, leases or any other commercial exploitation of the Demised Plot or any marketability or title or ownership of the Demised Plot itself. Further, the Transferor has not entered into any agreement or arrangement with any person or persons for transfer, disposal or any other dealing with the Demised Plot or any part thereof or any rights/ interest/ entitlements/ ownerships/ titles thereof in any manner whatsoever;

- 7.1.10 The Transferor has not issued and / or, executed any power of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with the Demised Plot or any part thereof for any purpose whatsoever;
- 7.1.11 The floor area ratio available over the Demised Plot is 4 (four). If there is any increase in the FAR over the Demised Plot, then the Transferee shall be solely and absolutely entitled to utilize the same in the manner as may be deemed fit by the Transferee, and no consideration shall be required to be paid to the Transferor or any other Person in relation to the same;
- 7.1.12 The Transferor is not prohibited and / or restrained or expected to be prohibited and / or restrained from conveying, transferring, dealing with or disposing off the Demised Plot or any part thereof to any third party. There are no orders, judgments, claims, proceedings, lis pendens, Litigations, disputes, arbitration etc., prohibiting and / or restraining the Transferor: (a) from executing this Deed and fulfilling its obligations under this Deed; (b) from conveying, transferring, dealing with or disposing off the Demised Plot;
- 7.1.13 The Demised Plot is contiguous, levelled and demarcated and has been physically measured and earmarked and there are no boundary disputes in respect of the Demised Plot. The Demised Plot is entitled to free and uninterrupted ingress and egress from Noida-Greater Noida Expressway with a width of 45 (forty five) meters.
- 7.1.14 The Transferor has not received any notice from any authority for acquisition or requisition in respect of the Demised Plot;
- 7.1.15 The execution, delivery and performance of this Deed and the documents and agreements provided for herein, and the consummation of the transaction contemplated hereby, shall not, with or without giving of notice or passage of time, or both:
- (i) violate the provisions of any applicable Law(s);
 - (ii) violate the provisions of its constitutional documents or bye-laws, as may be amended from time to time;
 - (iii) violate any judgment, decree, order or award of any court, Governmental Authority, judicial or quasi-judicial body or arbitrator; or
 - (iv) conflict with or result in a breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, any material license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or other instrument or agreement by which it is or may be bound which would have an adverse impact on this Deed or its obligations under this Deed.
- 7.1.16 It is not precluded by the terms of any contract, agreement or other instrument by which it is bound from entering into this Deed and the documents and agreements provided for herein or therein or the consummation of the transactions contemplated hereby and thereby;
- 7.1.17 Neither income tax nor wealth tax or any other tax or dues are outstanding and payable by the Transferor in respect of the Demised Plot;
- 7.1.18 The permitted use of the Demised Plot is commercial;
- 7.1.19 The Transferor hereby represents to and assures the Transferee that the Demised Plot is free from all Encumbrances, and the Transferor has not agreed with any Person to create an Encumbrance over

For the South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch

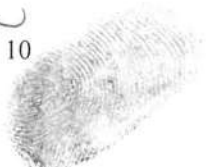


the Demised Plot. In the event title of the Demised Plot is found to be defective or incomplete or imperfect for any reason whatsoever, the Transferor shall be responsible for the same and shall be liable to make good all loss suffered by the Transferee in this regard. The Transferor has not created any Encumbrance or third party interest of any nature whatsoever, on the Demised Plot;

- 7.1.20 There are no proceedings of liquidation, bankruptcy, insolvency and / or such analogous admitted under the provisions of the Insolvency and Bankruptcy Code, 2016, or such analogous code / law, before any court / forum / tribunal / authority against or in relation to the Transferor;
- 7.1.21 The Transferor hereby represents and assures the Transferee that the Demised Plot is not under any acquisition or requisition by the Government Authorities including NOIDA Authority/YEIDA;
- 7.1.22 The Transferor hereby represents to and assures the Transferee that all Taxes, charges, rents, demands, claims, revenue, cesses, penalties and all other dues towards any municipality or Government Authority, JIL and JAL and/ or any other entity in respect of the Demised Plot have been paid in full as on the date of execution of this Deed. In the event any amounts are found to be due till the execution and registration of Deed, the same shall be the sole responsibility of the Transferor irrespective of when the bill or notice for such payment has been issued or received;
- 7.1.23 The Transferor represents to and assures the Transferee that no Litigation is pending or threatened against, in relation to the title of the Demised Plot or any portion thereof;
- 7.1.24 A Writ Petition No. WP (C) No. 8243 of 2019 filed by the Transferor is pending before the Hon'ble High Court of Allahabad challenging the imposition of transfer charges to be paid to YEIDA, which writ petition has no bearing on the rights, title and interest of the Transferor in respect of the Demised Plot. The Transferor has paid the transfer charges to YEIDA under protest and without any prejudice to the pending Writ Petition No. WP (C) No. 8243 of 2019. The Transferor agrees and undertakes that the Transferor shall keep the Transferee fully informed on the proceedings in the Writ Petition, and the Transferor agrees and undertakes that the Transferor shall not make any commitments, undertaking, statements before the court or, YEIDA, or, execute any documents in relation to the Demised Plot and the Transferee without the prior written consent of the Transferee;
- 7.1.25 No attachment has been levied by any court or any other authority, either before judgment or in execution of any decree on the Demised Plot and no notice or *lis pendens* has been filed/registered in respect of the Demised Plot nor is there any notice issued under the IT Act, against the Transferor and there is no impediment of any nature for construction, development and sale/ lease/ license of units on the Demised Plot;
- 7.1.26 There are no outstanding property taxes, rates, duties, cess, penalties, levies including assessments, water charges, electricity charges, dues or any other charges, including any infrastructure charges, under any Applicable Laws, required to be paid to any governmental authority or other Person in connection with Demised Plot; and if any amount is outstanding up to the date of the execution and registration of this Deed, the Transferor shall pay all such charges, dues, taxes, rates, levies, assessment, cesses, property tax, income tax and all other outgoings in respect of the Demised Plot till the date of execution and registration of this Deed including those received subsequent to the execution and registration of this Deed or reimburse the Transferee of such demands, if the same are met by the Transferee and keep the Transferee fully indemnified in this regard.
- 7.1.27 The Transferor further represents to and assures the Transferee that the Transferor has not received any compensation in respect of the Demised Plot from any Governmental Authority or any other third party or entity and has not delivered the possession of the Demised Plot to such third party or entity or the Government. There are no current or contingent or anticipated notices, actions, disputes, complaints, relating to the Demised Plot or its use;
- 7.1.28 All Approvals, waivers and / or exemptions required under Law or under any agreement, contract or otherwise to empower the Transferor to enter into and perform its obligations under this Deed, to render this Deed hereto legally valid, binding and enforceable in accordance with its terms and to enable the Transferor to perform its obligations under this Deed, have been granted and continue in force and it has complied with all conditions attaching to each such Approval, waiver and/ or exemption;

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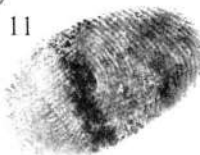
- 7.1.29 The Transferor is in exclusive occupation and possession of the Demised Plot and there are no third party rights, claims, title or interest of any nature whatsoever, subsisting or existing with respect to the same and there are no third party rights in the Demised Plot either as the sub-lessees, licensees, trespassers, or squatters or in any other manner whatsoever including any adverse possession;
- 7.1.30 The Transferor has not done or permit anything to be done, which would constitute a breach of any of its assurances, representations, warranties and other covenants under this Deed;
- 7.1.31 Neither income tax nor wealth tax or any other tax or dues is outstanding and payable by the Transferor in respect of the Demised Plot;
- 7.1.32 No attachment has been levied by any court or any other authority, either before judgment or in execution of any decree on the Demised Plot and no notice or lis pendens has been filed/ registered in respect of the Demised Plot nor is there any notice issued under the Income Tax Act, 1961, against the Transferor and there is no impediment of any nature for construction, development and sale/ lease/ license of units on the Demised Plot;
- 7.1.33 There is no place of worship or faith on any part of the Demised Plot, including any temple, mosque, church, dargah, graveyard or cremation ground or any other such similar place, that may result in any individual, family, group of people, community or the general public or any third party claiming to have the right to enter upon, access, use, build upon or maintain for worship, prayers, cremation, burial or for any matter related to faith or religion or belief, upon any part or portion or place in the Demised Plot;
- 7.1.34 No notice for acquisition has been issued in respect of any portion of the Demised Plot nor has any portion of the Demised Plot been acquired or is subject to acquisition under the Land Acquisition Act or any other Applicable Law at any time in the past;
- 7.1.35 The Demised Plot is not subject to any reservations including without limitation for recreational space, hills, hill top, garden, park, open areas, roads, medical facilities, gaathan, forest, etc., or of any nature whatsoever other than required under the lay out requirements of NOIDA / YEIDA;
- 7.1.36 The Transferor has at all times complied with all Applicable Laws, statutes, byelaws, permits, obligations, statutory instruments, conditions, restrictions and requirements with respect to the Demised Plot;
- 7.1.37 The Transferor is in compliance of the terms and conditions of Sub-Lease Deed and is not in receipt of any notice from YEIDA/NOIDA Authority for breach/violation of terms of Sub-Lease Deed or Laws or master plans obtained from NOIDA Authority etc.;
- 7.1.38 The Transferor shall not do or omit to do anything which would result in any of its representations and warranties being breached or misleading at any time;
- 7.1.39 The Transferor acknowledges that the Transferee has entered into this transaction in express reliance upon the representations, warranties, undertaking and covenants of the Transferor made in this Deed;
- 7.1.40 Upon the execution and registration of Deed, the Transferee shall have the right to sub-lease, transfer, dispose of, assign its rights with respect to the whole of the Demised Plot whether developed or undeveloped by way of constructed properties, on leave and license, or otherwise dispose of its interest in the Demised Plot to any person. The Transferee shall also be entitled to transfer the Demised Plot or the buildings constructed on the Demised Plot on further sub-lease(s);
- 7.1.41 The Transferor represents and assures to the Transferee that the corporate insolvency resolution process in the matter of IDBI Bank Limited Vs. Jaypee Infratech Limited (Company Petition (IB) No. 77/ALD/2017) ("**Sub-Lessor Insolvency Proceedings**") or any other Litigation instituted against the Sub-Lessor and/ or JAL and/ or the Transferor, does not in any manner whatsoever affects or is connected directly or indirectly the Demised Plot and any rights therein. Further, the Transferor represents that the Demised Plot is not part of the assets recognized as assets of the Sub-

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Assistant General Manager
New Delhi Corporate Branch



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Lessor in the Sub-Lessor Insolvency Proceedings;

- 7.1.42 The Transferee shall be permitted to provide for multiple renting of buildings constructed on the Demised Plot which will include but not be limited to sub-lease/rent/license etc.;
- 7.1.43 The Transferee shall have the right to mortgage, pledge, hypothecate the Demised Plot or otherwise alienate in any manner the Demised Plot in favour of banks/financial institutions; and
- 7.1.44 The Transferee shall have a right of way to the roads adjoining the Demised Plot and shall be entitled to enter upon such roads for the purpose of accessing the Demised Plot.
8. The Transferor confirms that with the execution of this Deed, the Transferor is left with no rights, title, interests, claims, ownership and entitlements in the Demised Plot.
9. The Transferee has the absolute right to transfer, assign, sell, convey, grant, encumber, charge, mortgage, dispose-off, monetize, demolish, renovate, redesign, etc. the Demised Plot in any manner whatsoever as the Transferee deems fit and proper at their sole and absolute discretion and deal with the Demised Plot in any manner whatsoever.
10. The Transferee is entitled to peacefully and quietly hold, enter upon, have, occupy, possess and enjoy the Demised Plot hereby sold, transferred, conveyed, assigned, granted and assured with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for any of its use and benefit without any suit, eviction, interruption, disturbance, interference, claim or demand whatsoever from or by the Transferor, its successors or assigns or any of them or from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for it or them or any of them.
11. The Transferor agrees and undertakes to settle any claim received from any third party disputing the title of the Transferor to the Demised Plot or any part thereof at its own costs and expenses.
12. The Transferor undertakes that the Transferor claiming under or through or in trust for it and its successors-in-interest shall, from time to time, without any financial consideration do or cause to be done all acts, deeds, matters and things and execute all documents, affidavits, applications, undertakings, etc., as may be required by the Transferee for perfecting the Transferee's title in the Demised Plot and any matters in connection with the same and for substitution of the Demised Plot in the name of the Transferee in the records of the land revenue of the relevant authorities including but not limited to YEA and/or YEIDA, municipalities and, or, any other entities concerned with the Demised Plot.
- 13. STAMP DUTY, REGISTRATION FEES AND TAXES**
- 13.1 The stamp duty, and registration fees on this Deed shall be borne solely by the Transferor.
- 13.2 All Taxes (including capital gains Tax, whether short-term or long term, arising on account of the transfer of the Demised Plot by the Transferor to the Transferee), charges, rents, demands, claims, revenue, cesses, ground rent, lease rent and municipal charges and all other dues and outstanding payments towards any municipality or authority for the period up to the execution and registration of this Deed in respect of the Demised Plot shall be borne by the Transferor. The Transferor shall keep and hold the Transferee indemnified and harmless in this regard (including with respect to any failure to obtain certification under Section 281 of the Income Tax Act, 1961 from the concerned Government Authority in respect of transfer of the Demised Plot to the Transferee.
- 13.3 All Taxes, charges, rents, demands, claims, revenue, cesses, ground rent, lease rent and municipal charges and all other dues and outstanding payments towards any municipality or authority with respect to the Demised Plot that have arisen after and relate to the period after the execution and registration of this Deed shall be borne by the Transferee.
- 14. INDEMNITY**
- 14.1 The Transferor agrees and undertakes to indemnify, defend and hold the Transferee, its affiliates

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Assistant General Manager
New Delhi Corporate Branch



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and its directors, employees, officers, attorneys and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, claims, actions, damages, proceedings, settlements, penalties, judgments, taxes, expenses and the like ("**Losses**") of any kind or nature, which the Indemnified Parties may bear, incur, suffer and, or, which may be made, levied, or imposed on the Indemnified Parties and, or, claimed from the Indemnified Parties due to any reason arising out of or in connection with arising as a consequence of or relating to, directly or indirectly, the following:

- (i) any defect in the title of the Demised Plot;
 - (ii) any misstatement, misrepresentation, inaccuracy or breach by the Transferor of the any its representations, warranties, covenants, undertakings provided by the Transferor under this Deed;
 - (iii) any breach / non-compliance of, or failure to perform, any terms, conditions, undertakings or covenants as contained in this Deed by the Transferor;
 - (iv) any liabilities (of any kind or nature) relating to or arising from or otherwise in respect of the period prior to the execution and registration of the Deed including payment of the any transfer charges, farmer compensation and any other amounts;
 - (v) any breach or noncompliance of any applicable laws in relation to the Demised Plot;
 - (vi) any tax liability owed to a tax authority / any claim made by any tax authority over or in respect of the Demised Plot including property tax, withholding tax on acquisition/ purchase of Demised Plot, GST, value added tax, any stamp duties or any tax authority commencing any proceedings or taking any action in relation to the Demised Plot;
 - (vii) any breach or noncompliance of any provisions of the Sub Lease Deed;
 - (viii) contravention or violation of any approvals and, or, the applicable Laws, policies, directions, regulations, procedures, rules, bye-laws issued by any governmental authorities from time to time applicable to the Demised Plot; and
 - (ix) any legal, quasi-legal, administrative, claims, actions, notices, Litigations, arbitrations, mediation, conciliation, garnishee or other proceedings settled, pending or threatened against or with respect to the Demised Plot including any liabilities arising from or otherwise in respect of WP (C) No. 8243 of 2019.
- 14.2 The Transferor's liability under Clause 14.1(iii) to (ix) shall be limited to the maximum of an amount equivalent of the aggregate of the Aggregate Transfer Consideration. It is hereby clarified that any tax deposited shall be deemed as the amount received by the Transferor.
- 14.3 Notwithstanding anything contained in Clause 14.2 above, the Transferor's liability under the Clause 14.1(i) to (ii), shall not be subject to any monetary cap.
15. Each Party shall cooperate with the other Party and do all such acts and things, execute and deliver to the other Party such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence, confirm and give full effect to their rights and to the provisions and intended purpose of this Deed.
16. The schedule(s) and annexure(s) to this Deed are part and parcel of this Deed and may be read in conjunction with this Deed while interpreting this Deed.
17. This Deed shall be governed and interpreted by and construed in accordance with the laws of India and subject to this, the courts at Noida shall have the exclusive jurisdiction on all agreements and matters under this Deed.

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For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch

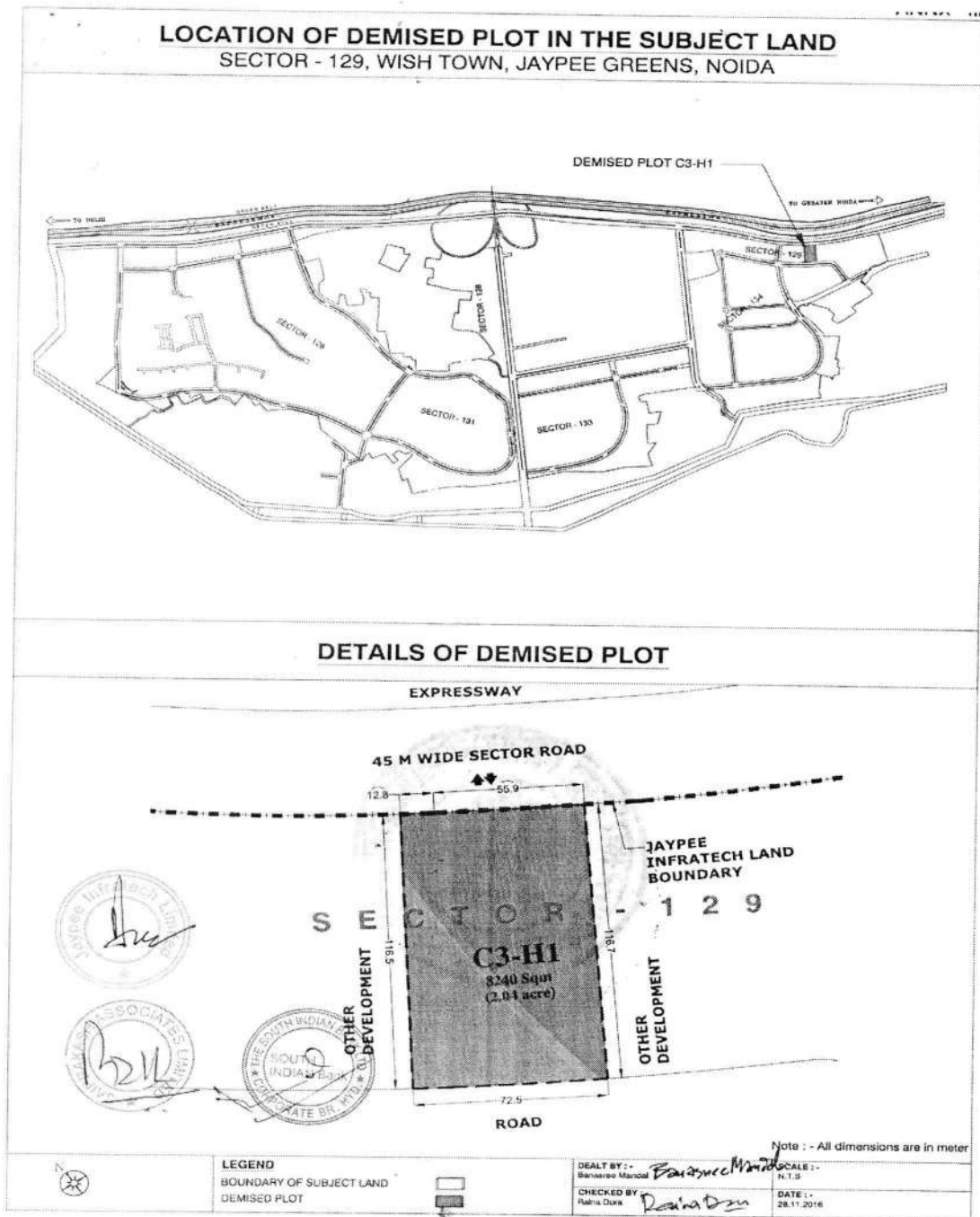


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SCHEDULE I

LAYOUT MAP OF THE DEMISED PLOT

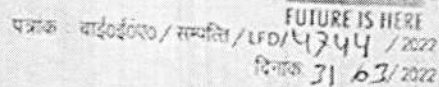


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For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch

Copy of transfer permission from YEIDA dated March 31, 2022



विषय - मै0 जे0पी0 इ-कार्टेज लि0 के एलएलसी0-1, नोएडा के अनर्गल सव्हागत भूखण्ड सव्हा- MASTER PLAN COMMERCIAL PLOT NO. C3-H1, AT JAYPEE GREENS WISH TOWN, SECTOR-129, NOIDA, AREA-8240 SQM. के अनर्गल के सव्हा-1 में

आंतरिक का पता है	अंतरिकी का पता है
आंतरिक का नाम — THE SOUTH INDIAN BANK LTD.	अंतरिकी का नाम — AMBIT BUILDWELL PVT. LTD.
पता — SOUTH INDIAN BANK HOUSE, T.B. ROAD, THRISSUR-580001, KERALA, INDIA	पता — 11 TH FLOOR, PARAS TWIN TOWERS, SECTOR-S4, GURUGRAM, HARYANA.

उपरोक्त अंतराल पर राशन अधिकारी के अनुमोदनोपरान्त निम्नलिखित नियम एवं शर्तों के अधीन जारी किया जा रहा है

1. अंतरक/अंतरिकी को यह सुनिश्चित करना होगा कि उपरोक्त सम्पत्ति सभी प्रकार से सुरक्षित है तथा कही रोक नहीं है, क्योंकि पाये जाने की दशा में अंतरण अनुमति स्वतः निरस्त नहीं जायेगी।
2. अंतरिकी को इस पत्र के जारी होने की तिथि से 90 दिनों के अंदर अंतरण प्रलेख का निबन्धन निबन्धन कर्त्तव्य, नौएक गीतमधुनगर में करवाकर उसकी सम्पत्ति प्रति इस प्राधिकरण को उपलब्ध करानी होगी। प्राधिकरण में दक्षित अंतरण प्रलेख का परीक्षण किया जायेगा, सही पाये जाने पर मध्य/मुख्य की दायित्व-खरिज (Mutation) की कार्यवाही की जायेगी। यदि 90 दिनों के भीतर निबधित अंतरण प्रलेख की सम्पत्ति प्रति प्राधिकरण को उपलब्ध नहीं कर्ते, तब तो अंतरण अनुमति स्वतः निरस्त नहीं जायेगी।
3. अंतरण पत्र अंतरण प्रलेख का अनिवार्य अंग होगा तथा अंतरण के साथ परिशिष्ट के रूप में निबधित किया जायेगा। प्राधिकरण, उक्त मुखण्ड/भवन के मूल आवती/सबलीली के मध्य निष्पादित उप-बट्टा प्रलेख (सब लोजरीड) वही सं. 01 जिल्ह सं. 8654 पृष्ठ सं. 21 से 44 पर क्रमांक 2893 दिनांक 08.05.2017 में दर्जित प्रमाण एवं अनंतरण पत्र की नियम व शर्तों अंतर्गत पर बयकारी होगी।
5. अंतरिकी उपरोक्त आवासीय मुखण्ड/भवन का उपयोग दिनांक 28.02.2003 से केवल 90 वर्ष की अवधि के लिए मात्र के लिये पट्टे के रूप में करेगा।
6. उक्त अनंतरण प्रलेख निष्पादित/परान्त उक्त मुखण्ड/भवन के समस्त दक्षिण स्वतः ही अंतरिकी में निहित सम्पत्ति जायेगी।
7. अंतरिकी द्वारा उक्त मुखण्ड का उपयोग उप-बट्टा प्रलेख में अनुमत्य भू-प्रयोजन में ही किया जायेगा। इसके अतिरिक्त अन्य उपयोग करने पर एवं प्रचलित नियम निर्देशों के अनुपालन न करने की दशा में अनंतरण निरस्त/खरिज हेतु प्राधिकरण कार्यवाही की जायेगी।
8. भविष्य में प्राधिकरण की अवरोध देवताएं, यदि कोई हो, उसका मुद्दान अंतरिकी को करना होगा।
9. अंतरण के उपरान्त यदि यह सम्य संपन्न में जाता है कि अंतरक/अंतरिकी द्वारा अनंतरण में किसी भी प्रकार का निष्पादन या प्रकटीकरण किया गया है तो अनंतरण स्वतः निरस्त सम्पन्न जायेगा।
10. अंतरक द्वारा 30 दिनों के अन्दर जेपीओ की एचओसीओ उपलब्ध करानी जायेगी।

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(निजीत कुमार कारभार)
साहायक निदेशक (सामग्री)

- ✓ 1. THE SOUTH INDIAN BANK LTD.
2. AMBIE BULOWILL PVT. LTD.
3. M/S JAYPEL INFOTECH LTD. SECTOR-128, NOIDA
4. MR. ANUJ KUMAR BAIN/IRP
M/S BSRR & CO. CHARTERED ACCOUNTANTS
8TH FLOOR, BUILDING NO-10, OIF CYBERCITY,
GURGAON HARYANA 122002

21.2.2022

यमुना एकाप्रेसद औद्योगिक विकास प्राधिकरण

For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch

SCHEDULE III

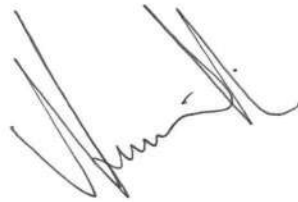
List of title documents handed over by the Transferor

1. Sub lease deed dated March 25, 2017, executed by and amongst, Jaypee Infratech Limited, Jaiprakash Associates Limited and The South Indian Bank Limited; and
2. Amendment dated May 08, 2017 to the sub lease deed dated March 25, 2017, executed by and amongst, Jaypee Infratech Limited, Jaiprakash Associates Limited and The South Indian Bank Limited.

[This space has been intentionally left blank.]

For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch





IN WITNESSESS WHEREOF THE PARTIES HAVE SET THEIR HANDS ON THIS DEED ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE, IN THE MANNER HEREINAFTER APPEARING.

SIGNED AND DELIVERED by SOUTH INDIAN BANK LIMITED, by the hands of Mr. Rayner H Ephraim, its authorised signatory.

For The South Indian Bank Ltd.

Assistant General Manager
New Delhi Corporate Branch



SIGNED AND DELIVERED by "AMBIT BUILDWELL PRIVATE LIMITED", by the hands of Mr. Kunal Rishi, its authorized signatory.

WITNESSES:

1. YOGESH MITTAL
S/o Mr. RAMESH CHANDRA MITTAL
R/o G-28, SECTOR-3, ROHINI, DELHI

2. UPDESH KUMAR
S/o Mr. NOBIL KUMAR
R/o F-485, GANGA NAGAR, MEERUT



आवेदन सं०: 202200743020016

बही संख्या 1 जिल्द संख्या 12662 के पृष्ठ 153 से 192 तक
क्रमांक 2255 पर दिनांक 31/03/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


विवेक शर्मा (प्रभारी)

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

31/03/2022

