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INDIA NON JUDICIAL

## Government of Uttar Pradesh

### e-Stamp



**Certificate No.**

IN-UP03494042546340P

**Certificate Issued Date**

28-Jul-2017 05:23 PM

**Account Reference**

SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN

**Unique Doc. Reference**

SUBIN-UPUPSHCIL0104192502857520P

**Purchased by**

LARSEN AND TOUBRO LIMITED

**Description of Document**

Article 5 Agreement or Memorandum of an agreement

**Property Description**

DEVELOPMENT RIGHTS ON LAND AREA 12394 SQMETERS IN GROUP HOUSING POCKET NO.B-24A IN SECTOR-128,NOIDA

**Consideration Price (Rs.)**

JAYPEE INFRATECH LTD AND JAIPRAKASH ASSOCIATES LTD

**First Party**

LARSEN AND TOUBRO LIMITED

**Second Party**

LARSEN AND TOUBRO LIMITED

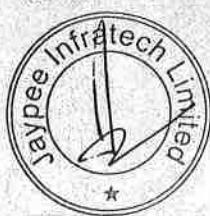
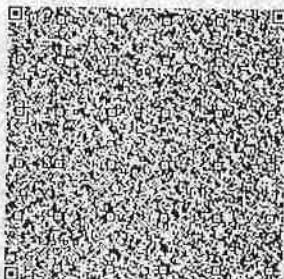
**Stamp Duty Paid By**

LARSEN AND TOUBRO LIMITED

**Stamp Duty Amount(Rs.)**

12,22,50,000

(Twelve Crore Twenty Two Lakh Fifty Thousand only)



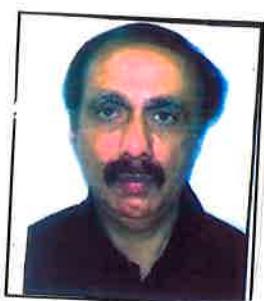
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**Statutory Alert:**

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2. The onus of checking the legitimacy is on the users of the certificate.
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## ASSIGNMENT AGREEMENT

This Agreement is executed on this 31<sup>st</sup> day of July, 2017 at Noida, District- Gautam Budh Nagar, Uttar Pradesh.

### BY AND AMONGST

**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 or term shall, unless excluded by or 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 9<sup>th</sup> September, 2016 to execute this Agreement and to be presented before the Sub-Registrar, Noida, on behalf of “JIL”, of the **FIRST PART**;

### AND

**Jaiprakash Associates Limited**, (having PAN : AABC B1562A) a Company duly incorporated under the provision of the Companies Act, 1956 and governed under the provisions of the Companies Act, 2013 and having its registered office at Sector – 128, Noida-201304, U.P., (hereinafter referred to as “JAL”) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in title and assigns, represented by **Shri T.G. Keswani** duly authorized vide Power of Attorney dated 18<sup>th</sup> February, 2017, to execute this Agreement and to be presented before the Sub-Registrar, Noida, of the **SECOND PART**;

### AND

**Larsen & Toubro Limited** (having PAN: AAACL0140P), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at L&T House, N.M. Marg, Ballard Estate, Mumbai 400001, India (hereinafter referred to as the “Developer”, 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 **Shri Kuldip Goel**, Vice President & Head - Corporate Affairs, Corporate Office, New Delhi, duly authorized by Power of Attorney dated 18<sup>th</sup> July 2017, to execute this Agreement and to be presented before the Sub-Registrar, Noida, of the **THIRD PART**.

**JIL, JAL** and the **Developer** shall individually be referred to as the respective “Party” and collectively as the “Parties”.





**WHEREAS:**

- A. The Yamuna Expressway Industrial Development Authority (hereinafter referred to as the "**YEA**"), formerly known as the Taj Expressway Industrial Development Authority, granted a concession to Jaiprakash Industries Limited by and under a concession agreement dated 7<sup>th</sup> February, 2003 executed between Taj Expressway Industrial Development Authority and Jaiprakash Industries Limited (hereinafter referred to as the "**Concession Agreement**"), inter alia for arrangement of finances, design, engineering, construction and operation of the six-lane expressway with service roads and associated facilities connecting Noida and Agra (hereinafter referred to as the "**Expressway**").
- B. Under the Concession Agreement, **YEA** agreed to transfer to Jaiprakash Industries Limited, land admeasuring about 25 (twenty five) million square meters, 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. The Concession Agreement also conferred rights in favour of Jaiprakash Industries Limited to transfer the whole or any part of the said land whether developed or undeveloped; by way of plots or constructed properties; or otherwise dispose of its interest in the said 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.
- C. **YEA** executed various lease deeds in favour of Jaiprakash Industries Limited to transfer lease rights for a period of 90 years in favour of Jaiprakash Industries Limited in respect of land situated in various sectors of NOIDA / Greater NOIDA. The said lease deeds covered land measuring 248.6704 hectares (614.00 acres) in Sectors 128, 131 and 133 at Noida. The lease deeds covering the said land are described in **Schedule I** hereto (and are hereinafter referred to as the "**Lease Deeds-I**").
- D. Subsequent to the execution of the Concession Agreement, Jaiprakash Industries Limited got merged with Jaypee Cement Limited by virtue of scheme of amalgamation and merger sanctioned by High Court of Judicature at Allahabad vide order dated 10<sup>th</sup> March, 2004. Subsequently, the name of Jaypee Cement Limited got changed to **JAL**, as evidenced by the certificate of incorporation dated 11<sup>th</sup> March, 2004 issued by Registrar of Companies, Ministry of Corporate Affairs. In this manner all rights, interest, entitlement, benefits and obligations of Jaiprakash Industries Limited under the Concession Agreement and the Lease Deeds-I came to be vested with Jaiprakash Associates Limited.
- E. Subsequently in terms of the Concession Agreement, **JAL** incorporated a Special Purpose Vehicle, namely Jaypee Infratech Limited ("**JIL**") for implementation of the Expressway project. All the rights and obligations of **JAL** under the Concession Agreement and the Lease Deeds-I were transferred/assigned to **JIL** by and under the following agreements/deeds:



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नकल व प्रति शुल्क

योग

पृष्ठों की संख्या

प्रतिफल

मै0 Larsen & Toubro Ltd द्वारा कुलदीप गोयल खन्न  
जे डी गोयल



व्यवसाय अन्य

निवासी स्थायी एल एन्ड टी हाऊस, बलार्ड, ईस्ट दिल्ली

अस्थायी पता

न यह लेखपत्र इस कार्यालय में दिनांक 31/7/2017 समय 4:56PM

यजे निवन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजीव बरोलिया प्र0

उप निबन्धक (प्रथम)

नोएडा

31/7/2017

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

अंतरीति

श्री मै0 Jaypee Infratech Ltd द्वारा अजीत  
कुमार



पेशा अन्य  
निवासी नोएडा

श्री मै0 Larsen & Toubro Ltd द्वारा कुलदीप  
गोयल खन्न  
पुत्र श्री जे डी गोयल  
पेशा अन्य  
निवासी एल एन्ड टी हाऊस, बलार्ड, ईस्ट दिल्ली



श्री मै0 Jaiprakash Associates Ltd द्वारा टी

पी केशवानी

पुत्र श्री

पेशा अन्य

निवासी नोएडा



- (i) Assignment Agreement dated 19<sup>th</sup> October, 2007 duly executed by and amongst **YEA**, **JIL** and **JAL**, which was registered with jurisdictional sub-registrar as document number 626 on 17<sup>th</sup> December, 2007, wherein all the rights, interest and benefits under the Concession Agreement was transferred/assigned to **JIL**;
- (ii) Project Transfer Agreement dated 22<sup>nd</sup> October, 2007 executed by and amongst **JAL** and **JIL**, which was registered with jurisdictional Sub-Registrar as document number 1073 on 17<sup>th</sup> December, 2007, wherein all the rights, titles, interest and benefits in and to the Expressway project along with all the assets, registrations, debts and liabilities in the Expressway project were transferred to **JIL**; and
- (iii) Deed of Assignment of Lease dated 27<sup>th</sup> November, 2007 executed by and amongst **JAL** and **JIL**, which was registered with the jurisdictional Sub-Registrar as document number 3510 on 27<sup>th</sup> November, 2007, wherein the lease deeds executed in favour of **JAL** (including the Lease Deeds-I) were assigned / transferred to **JIL**.
- (iv) Pursuant to the above stated agreements, a Deed of Confirmation dated 13<sup>th</sup> May, 2009 was executed by **JAL**, **JIL** and **YEA** reaffirming the transfer of all the rights and obligations of **JAL** under the Concession Agreement and the Lease Deeds-I to **JIL**.

In the manner stated herein above and by virtue of the **YEA** Agreements, **JIL** is now the concessionaire for the Expressway.

(The Concession Agreement, Assignment Agreement dated 19<sup>th</sup> October, 2007, the Project Transfer Agreement dated 22<sup>nd</sup> October, 2007, the Deed of Assignment of Lease Deed dated 27th November, 2007 and Deed of Confirmation dated 13<sup>th</sup> May, 2009 are herewith collectively referred to as the "**YEA Agreements**")

F. Thereafter, **YEA** executed various lease deeds to transfer further land on lease in favour of **JIL**. The said lease deeds covered land measuring 215.14 hectares (531.60 acres) in Sectors 128, 129, 131, 133 and 134 at NOIDA. The lease deeds covering the said land are described in **Schedule II** hereto (and are hereinafter referred to as the "**Lease Deeds-II**"). In the manner stated above and under the Lease Deeds-I and Lease Deed-II, **JIL** was vested with lease rights on land admeasuring 463.8104 hectares (i.e. 1145.60 acres). Out of the said land, land admeasuring 33.5935 hectares (i.e. 83 acres) have been divested by **JIL**. Pursuant to the same, **JIL** is vested with lease rights on land admeasuring 430.2169 hectares (i.e. 1062.60 acres) in Sectors 128, 129, 131, 133 and 134 at Noida and 0.0972 hectares (i.e. 0.24 acres) which is yet to be transferred by **YEA** to **JIL** (hereinafter the said land i.e. 1062.60 acres and 0.24 acres are collectively referred to as the "**Subject Land**")



ने निष्पादन स्वीकार किया ।

जिनकी पहचान एम आर बडोनी

जी आर बडोनी

पेशा अन्य

निवासी सै0 128 नोएडा



राहुल दुबे  
आर बी दुबे



पेशा अन्य

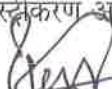
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ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
राजीव बंडोलिया प्र०  
उप निबन्धक (प्रथम)  
नोएडा

31/7/2017



G. **JIL** had prepared the layout plan including the land use plan, road network plan, landscape plan and area charts for the development of 453 acres situated in Sectors 128, 129, 131, 133 and 134 at NOIDA and the same was initially sanctioned by NOIDA vide letter NOIDA /CAP/07/472 dated 31<sup>st</sup> October, 2007. Subsequently, the said layout plans were revised and amended for an area admeasuring 1072.84 acres in Sectors 128, 129, 131, 133 and 134 at NOIDA and were sanctioned by NOIDA vide letter no. NOIDA/STP/2011/371 dated 23<sup>rd</sup> March, 2011. The said layout plans were again revised for development of land admeasuring 1062.84 acres i.e. the **Subject Land** and were sanctioned by NOIDA vide memo no. NOIDA/CAP/2015/774 dated 20<sup>th</sup> February, 2015(hereinafter referred to as the "**Development Plans**").

H. **JIL** itself, through **JAL** and its associate companies is developing the **Subject Land**. **JIL** has represented that they have permitted **JAL** to develop & market the whole or any part of the **Subject Land**. **JIL** is in the process of development of the **Subject Land** as per the **Development Plans** and has already developed some residential, commercial, institutional and recreational properties on various parts of the **Subject Land** based on the Floor Area Ratio permissible thereon as per the **Development Plans** and Applicable Laws (as defined hereinafter). The project being developed on the **Subject Land** is known as the '**Jaypee Greens Wish Town**'.

I. **JIL** apart from carrying out the development on the **Subject Land** in the above manner is also granting development rights on portions of **Subject Land** for development by third parties on the request of **JAL** and / or its associate companies.

J. **JAL** and its associate companies have represented to **JIL** that the Developer is desirous of getting the Development Rights assigned to it, of a part of **Subject Land**, already in possession of **JAL** under the arrangement for developing, marketing and selling with **JIL** and its associate companies, for development as per the **Development Plans**.

K. **JAL** is seized and possessed of or otherwise well and sufficiently entitled to and having the absolute and exclusive right thereof, and is in the exclusive physical possession, use, occupation and enjoyment of, all that piece and parcel of lease-hold non-agricultural land admeasuring **12,394** Square Meters or thereabouts, bearing group housing pocket No. **B-24A** (hereinafter referred to as the "**Development Land**") under the arrangements with **JIL**, and under which **JIL** has already received the consideration for assignment of development rights from **JAL**. The Development Land is part of the **Subject Land** / '**Jaypee Greens Wish Town**'. The Development Land is more particularly described in **Annexure - I** and demarcated in red colour on the plan attached as **Annexure-II**.

L. Under the **Development Plans**, the Development Land is earmarked for usage as a residential group housing project. In accordance with the **Development Plans** and the Applicable Laws and relevant regulations, it is permissible to



## अंतरण कर्ता

Registration No.: 5309

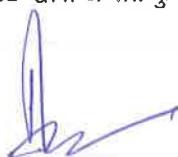
Year : 2,017

Book No. : 1

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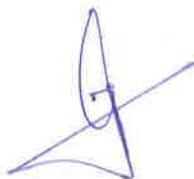
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develop a residential group housing project on the **Subject Land** by utilizing the entire FAR-Area (as defined hereinafter) out of the FAR-**Subject Land** (as defined hereinafter) and the Additional Area (as defined hereinafter) and there is no restriction pertaining to the structure and building to be constructed on the Development Land in accordance with this Agreement. The Development Land is vacant and no construction has been carried out on the Development Land.

M. There is no restriction and/or prohibition or regulation under the **YEA** Agreements, Lease Deeds-I, Lease Deeds-II, Applicable Law or any rule / regulation / notification / circular, for the execution of this Agreement for grant and assignment of Development Rights to the Developer to be utilized on the Development Land by **JIL**, and **JIL** is legally competent to grant and assign the Development Rights which **JIL** hereby do grant and assign to the Developer, to be utilized on the Development Land, and to execute and register all necessary deeds and documents in this regard including this Agreement on the understanding that **the Consideration** (as mentioned hereinafter) shall be paid by the Developer to **JAL**, in the manner and form agreed between the Developer and **JAL**.

N. On the request of **JAL** and for the Consideration being received by **JAL** from the Developer, as per the understanding arrived at between **JAL** and the Developer, **JIL** has agreed to assign the over **75,715** 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-24A, having area of 12,394 Sq. Mtrs. as described and marked in **Annexure I** attached hereto (hereinafter, for the purpose of this Agreement, referred to as the "**Development Land**") and its location as described and marked in **Annexure II** attached hereto being group housing pocket No. B-24A, which is situated in Sector 128, Noida, forming part of the **Subject Land**, in favour of the **Developer**, for the purpose of construction and development of residential group housing project ("**Group Housing Project**"), through this **Agreement**, on mutually agreed terms and conditions as contained in this **Agreement**.

O. **JIL** and **JAL** has represented, assured, warranted and confirmed to the **Developer** that:

(i) **JIL** as the **owner** of the leasehold rights in the Development Land, has put **JAL** in vacant possession of the Development Land, which is earmarked for use as residential group housing and **JIL** 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 and that the Developer, upon 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 448 dwelling units, as per terms of this Agreement and applicable laws, by utilizing the FAR Area over the Development



## अंतरीति

Registration No. : 5309

Year : 2,017

Book No. : 1

0201 मै0 Larsen & Toubro Ltd द्वारा कुलदीप गोयल खन  
जे डी गोयल  
एल एन्ड टी हाऊस, बलाड, ईस्ट दिल्ली  
अन्य



Land without any interruption, disturbance, claims or demands by **JAL** and **JIL** or by any person/s claiming for and on behalf of **JAL** and **JIL** subject to the terms of this Agreement.

- (ii) **JIL and 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** for developing the **FAR Area** as per applicable layout plan of the **Subject Land**, building plans of group housing pocket No. B-24A and rules & building regulations of **NOIDA**.
- (iii) The **Development Land** and **FAR Area** is free from all encumbrances, mortgages, liens, charges, pledges, security, assignment, privileges or priority of any kind having the effect of security or other such obligations, acquisition, injunction, gifts, attachments, hypothecation/s etc., disputes, encroachments, litigation, injunction, attachment in the decree of any court, stay order or equitable mortgage, will, trust, exchange, lease, claims, subsisting agreements (in favour of any person, body corporate, firm, association of persons, trust, society etc.) or any other charges of any nature whatsoever.
- (iv) The payment of premium amount of the Leased Land has already been made by **JIL** to **YEA** and annual prevailing lease rent for the **Subject Land** payable to **YEA** is the obligation of the **JIL** and the Developer shall not be liable on this account.
- (v) There are no dues or demands pending in respect of the Development Land and all costs, charges, rents, premiums, etc. in respect of the said Development Land have been fully paid as on date by **JIL**.

P. Based on the aforesaid representations, assurances, warranties and confirmations of **JIL**, and **JAL**, the Developer has agreed to take the Development Rights of the FAR Area over the Development Land and **JIL**, on the request and representation of **JAL**, has agreed to assign the Development Rights, in respect thereof, to the Developer for a consideration of **₹ 244.50 Crores (Rupees Two Hundred Forty Four Crores and Fifty Lacs Only)** (hereinafter referred to as the "**Consideration**"), to be paid to **JAL**, on mutually agreed terms and conditions recorded herein.

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

#### 1. **DEFINITIONS**

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

- a. "**Additional Area**" shall mean and include the area, which is not counted towards FAR (Non-FAR Area and other area constructible in addition to **FAR Area**) on the **Development Land**, as permissible under building regulations of **NOIDA**.



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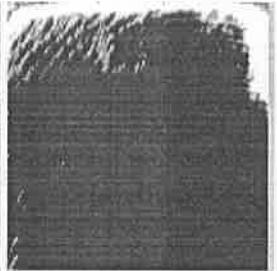
Registration No.: 5309

Year : 2017

Book No. : 1

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सै0 128 नोएडा

अन्य



W2 राहुल दुबे  
आर बी दुबे  
एच-48 सै0 12 प्रताप विहार गाडीवाद  
अन्य



- b. "**Assign**" shall mean and include the assignment of the **Development Rights** in **FAR Area** over the **Development Land** solely and exclusively to the **Developer**.
- c. "**Common Areas & Facilities**" shall mean all common areas, facilities and common services meant for common use such as internal roads, parks, gardens, walking areas, playground, entry gate, security rooms etc. and other open areas, installations for common facilities or services provided by the **Developer** in and around the buildings within the **Development Land**.
- d. "**Development Rights**" shall have the meaning as ascribed to it in Clause 2.4.
- e. "**FAR Area**" shall have the meaning ascribed to in Recital herein.
- f. "**Shared Areas & Facilities**" shall mean the colony level areas and facilities within **Subject Land** for common use including roads, parks, gardens, play grounds, sitting areas, jogging tracks, strolling parks, pathways, worship places, security services including police stations, police posts etc., firefighting services, designated parking areas for visitors, bus stands/stops, taxi stand, plantations and trees, landscaping, sewerage lines, drainages, water lines./mains, STP, power receiving sub-stations(s), DG electrical sub-station(s), water storage, filtration & distribution system etc. but outside the **Development Land** and other residential, (plotted or group housing), commercial, (institutional sub-projects and also outside any other sub-projects in the nature of profit centers – either already developed or to be developed within the **Subject Land**.

## 2. Assignment of Development Rights

- 2.1 JIL hereby assigns and JAL hereby confirms the grant of the **Development Rights** to the **Developer** in respect of **FAR Area** to develop the Group Housing Project on the **Development Land** and the **Developer** accepts the same for a Consideration i.e. **Rs. 244.50 Crores (Rupees Two Hundred Forty Four Crores and Fifty Lacs Only)** payable to JAL as per terms of this **Agreement**. Further, the assignment of **FAR Area** to the **Developer** is the maximum **FAR Area** permissible to the **Developer** and any increase in the permissible FAR in the **Subject Land** by **NOIDA** or any other authority at any point of time shall have no corresponding increase in the **FAR Area** assigned to the **Developer** under this **Agreement**. JIL shall be free to use any such increased FAR, in such manner, as it deems fit and proper, without any right, entitlement, claim of the **Developer** on such increased FAR. However, any shortfall in utilization of the assigned **FAR Area** by the **Developer** shall be to the account of the **Developer** and shall have no impact on the agreed Consideration.-
- 2.2 The **Developer** shall not be entitled to develop/construct the built up area to be counted towards FAR which is more than 75,715 sq.mtr. It is clarified that even if due to any direction of **NOIDA**, the built up area counted towards FAR





exceeds more than 75,715 sq.mtr then the **Developer** shall be required to amend the building plans in such a manner that it reflects the maximum FAR of 75,715 sq.mtr.

2.3 In the event it is found that at the time of the completion of the Project or on part completion that the built up area to be counted towards FAR is more than the FAR of 75,715 sq.mtr, the **Developer** shall be liable to pay to **JIL/JAL** for such extra utilization of FAR at the rate of **Rs. 64,560/-** per sq.mtr. (Rs.6000/- per sq. ft. approx.), to be paid before applying for completion certificates with NOIDA.

2.4 The **Developer** shall be entitled to develop the Group Housing Project on the **Development Land** by utilizing the **FAR Area** and Additional Area which includes development of Common Areas and Facilities, parking spaces, services, amenities, fittings, fixtures and enjoy all rights, privileges and benefits arising there from, including but not limited to exclusive right to/for:

- i. enter upon the **Development Land** without any hindrance and with rights and liberty of ingress and egress;
- ii. appear before the appropriate authority(ies) to pursue necessary applications, permissions, approvals etc., relating to the Group Housing Project;
- iii. marketing and branding of the Group Housing Project;
- iv. undertake designing, constructing and carrying out all ancillary activities relating to the Group Housing Project;
- v. sale, booking, allotment, renting, license, transfer, nomination, substitution etc., of the units / flats in the Group Housing Project and enter into agreements, contracts etc., with third parties for the same and receive in its name all revenues, receivables and consideration for the same and other facilities and amenities over the **Development Land**. **JIL** and **JAL** shall have no right/claim of any nature whatsoever in such revenues, receivables and consideration and same shall accrue to the sole benefit of the **Developer**;
- vi. to cause **JIL** to execute sub-lease of imitable and undivided share / rights in the **Development Land**, as per Clause 10.5;
- vii. to manage and maintain the Group Housing Project and **Common Areas and Facilities** in the Group Housing Project as per applicable laws; and





- viii. to enter into tri-partite agreements with financial institution and apartment buyers for housing loans for which NOC(s) will be issued by **JIL and/or JAL to the Developer**.
- ix. to finalize and execute the booking forms, allotment letters, space buyer agreements with the customers;
- x. to decide on the pricing of the units and other facilities and amenities developed by the **Developer** over the **Development Land**;
- xi. to appoint third party contractors, consultants, etc., for carrying out the development works;
- xii. to levy appropriate administrative charges in case of transfer of units by the customers; and
- xiii. generally do all other acts, deeds and things as per the terms of this Agreement as may be required for exercising development rights. (herein after collectively referred to as the "**Development Rights**")

2.5 The **Developer** has inspected and satisfied itself regarding the **Development Land**. The **Developer** shall be entitled to develop the **FAR Area** along with the Additional Area for residential Group Housing Project on the **Development Land** and take and execute all decisions relating to and in connection with development and construction of the Group Housing Project as per the terms of this Agreement.

2.6 The **Developer** shall have all rights to deal with the Development Rights including but not limited to right to sell, enter into any arrangement with any third parties, to allot and enter into arrangement for sub-lease, renting, license of units /residential apartments to be constructed on the **Development Land** and receive consideration and all other amounts for booking, allotment, sub-lease, renting, license and maintenance of areas in the Group Housing Project, as per terms of this **Agreement**.

2.7 This **Agreement** shall not be construed in any manner as conveying sub-lease / ownership rights in the **Development Land** to the **Developer**. However, the **Developer** shall have the right to cause **JIL** to execute sub-lease of imitable and undivided share / rights in the **Development Land** beneath the building(s) / tower(s) thereon, as per Clause 10.5. It is hereby clarified that the structure developed by the **Developer** over the **Development Land** shall always belong to the **Developer** unless same has been conveyed/sub-leased to unit owners.

2.8 In addition to the rights under clause 2.6, the **Developer** shall also be entitled to assign, gift, mortgage, pledge or encumber the Development Rights with





respect to the Development Land, provided that the assignment shall always be subject to the following:

- (i) All costs in relation to the assignment shall be borne by the **Developer**/Assignee and **JIL** shall not be liable to pay any costs relating to the assignment;
- (ii) The assignment shall be subject to the compliance of all requirements as per the terms and conditions of this Agreement;
- (iii) **JIL** agrees to ratify all acts of such assignee, in respect of assignment of the **Development Land**, provided the same are done with prior written consent of **JIL**.

Provided further, that in the event the Developer assigns or transfers, in any manner, the Development Rights granted to it herein, before the expiry of three years from the date of execution of this Agreement or before any period mutually extended as per Clause 3.2, to any third party then such assignment or transfer by the Developer shall not affect the obligation of the Developer under Clause 3.1 of this Agreement.

2.9 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. 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 / Financial institution. In such an event only, on the request of the Developer, **JIL** shall allow, for the benefit of the Developer, to create a charge / security on the Development Land at Developer's cost, in order to enable the Developer to raise finance from banks and / or other financial institutions only for the purpose of Development on the Development Land. However, It is hereby clarified that the obligation to pay any amount, including but not limited to any fee, charges, installments, penalties, interest etc., to any bank, financial institution, on or in relation to the monies raised to develop the said Development Land ("Financial Assistance"), shall be the sole obligation of the Developer and **JIL** shall not be liable or obligated in this regard in any manner whatsoever.

2.10 **JIL** and **JAL** shall not enter into any agreement, arrangement, MOU etc., of any nature of whatsoever, with any other person in respect of the Development Rights in the Development Land or alienate or create in any manner any encumbrance on the Development Land.

2.11 **JIL** and **JAL** further agrees and represents to the **Developer** that, it shall keep **Development Plans** valid during the validity or any extensions (as the case





may) of the Building Plans in the **Development Land** at its sole cost and expense, and comply with applicable laws, permissions, approvals, NOC, sanctions etc., in respect of the **Subject Land**, so that the construction and development of the Group Housing Project on the **Development Land** by the **Developer** is not adversely affected.

2.12 Nothing contained in this Agreement shall be construed to provide the **Developer** with the right to prevent **JIL and JAL** from:

- i. Constructing or continuing with the construction of the other buildings, independent houses, apartments or other structures and services in the **Subject Land**;
- ii. Putting up additional constructions, residential, commercial or of any other kind on the **Subject Land**, except in the **Development Land**, without affecting the common roads in the immediate periphery of the **Development Land**.
- iii. Amending / altering the **Development Plans**, without affecting the Development Rights of the Developer, any manner whatsoever.

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

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

- 3.1 The total consideration for assignment of the Development Rights in the FAR Area in the Development Land to the Developer to be paid to **JAL** have been agreed between the parties as **Rs. 244.50 Crores (Rupees Two Hundred Forty Four Crores and Fifty Lacs only)** ("Consideration"). The Developer has paid **Rs. 2.5 Crores (Rupees Two Crores and Fifty Lacs Only)**, out of the Consideration, to **JAL** vide Cheque No. 001748 dated 25.07.2017 drawn on HDFC Bank. The balance consideration i.e. **Rs.242 Crores (Rupees Two Hundred Forty Two Crores only)** shall be paid by the Developer, within a period of 3 years (without interest), from the date of execution and registration of this Agreement.
- 3.2 On expiry of three years from the date of execution of this Agreement, if any amount towards the Consideration remains payable under this Agreement, then the payment of such balance Consideration shall be mutually extended from time to time. As regards the balance Consideration, the obligation of the Developer to pay to **JAL**, shall be mutually extended without any additional liability of interest, and in terms of understanding between the Parties.
- 3.3 The **Developer** shall have the right to develop and to offer or advertise, sale of apartments or accept any booking amount from apartment buyers in respect





of whole or part of the development in the **Development Land**, from the execution hereof.

3.4 **JIL & JAL** hereby represent that currently there is no demand towards External Development Charges (hereinafter referred to as 'EDC') by NOIDA /**YEA** in respect of the Subject Land. However, in case of fresh levy towards EDC on the Subject Land by NOIDA/**YEA** subsequent to this Agreement, pro-rata Developer's share of such EDC, shall be determined and payable as per Clause 3.6, by the Developer to **JIL**.

3.5 All taxes, levies, duties, stamp duty, registration charges, service tax, if any, payable on assignment of Development Rights under this Agreement on registration or in future will be borne by the Developer without any liability on the **JIL**. In case, a tax or duty is levied in future on this Agreement, the same will be payable with interest, related expenses etc. by the Developer within 15 (fifteen) days of demand raised by **JIL** or relevant authority on the Developer. However, the respective Parties shall be liable for any income tax as may be applicable on their respective incomes arising pursuant to transaction contemplated herein.

3.6 The Developer shall pay its share of all taxes (including municipal taxes), duties and other charges, if any, that may be levied in future by NOIDA/**YEA** or any local or other authority of Central or State Government in respect of the Development Land after the date of execution of this Agreement as computed by **JIL/JAL**. The share of such taxes, duties and other charges for the Development Land will be computed by **JIL/JAL** by first determining the same for the Subject Land, and then apportioning it on the Development Land proportionately on the basis of FAR Area of the Development Land and total FAR Area of the Subject Land. Such payment shall be made by the Developer to **JIL/JAL** or the relevant authority, as the case may be, on demand within the period as may be specified therein, failing which it will be treated as default on the part of the Developer.

3.7 The Developer shall pay all taxes (including municipal taxes), duties and other charges levied or to be levied in future by NOIDA/**YEA** or any local or other authority of Central or State Government in respect of the buildings/apartments/facilities or any other development in the FAR Area assigned under this Agreement without any liability on **JIL/JAL**. The Developer alone shall be entitled to charge and/or recover such taxes, duties and other charges from prospective allottees, buyers and transferees of units in the Group Housing Project.

#### 4. Possession and Access to the Development Land:

4.1 **JAL & JIL**, to enable the **Developer** to exercise its Development Rights, shall hand over the vacant, physical, unencumbered undisturbed possession and occupation of the **Development Land** (together with privileges, rights and





easements) to the **Developer** within a period of 7 (Seven) days from the execution of this Agreement, failing which the **Developer** shall be deemed to be in physical possession of the **Development Land**. **JIL& JAL** shall ensure that the Developer, its Directors, Employees, Staff, Agents and Representatives shall have unhindered, unobstructed and completely free access to the Development Land, for all times to come, from any of the entry points on the Subject Land, at the discretion of the Developer, till the entire development is complete, and the Premises so constructed are handed over to the Body and/or the Association of Purchasers, is formed.

- 4.2 Simultaneous to the execution of this Agreement, **JIL** and/or **JAL** will also provide a Standard Operating Procedure (hereinafter referred to as "**SOP**") to the **Developer** to facilitate smooth construction work. The said SOP including the guidelines relating to basement and podium is detailed and attached as **Annexure - III**.
- 4.3 The **Developer** shall adhere to the said **SOP** and the guidelines contained therein.

## **5. Drawings and Plans**

- 5.1 The Developer shall submit, within 12 (twelve) months of execution of this Agreement to **JAL/JIL**, all architectural plans (namely layout plan, building plans, floor plans, unit plans, area statement sheets etc.) for carrying out development in the **Development Land**. The said plans have been prepared by the **Developer** in a manner to match the plans of **JAL/JIL** for overall development of the **Subject Land** and the said plans shall be approved in the name of **JAL/JIL**.
- 5.2 **JIL** and/or **JAL**, at the request in writing of the **Developer** will submit to **NOIDA** the said architectural plans for the **Development Land** submitted to it by the **Developer**. The **Developer** shall carry out all revisions and/or modifications as required by **NOIDA** within the stipulated time and at its cost and responsibility. The **Developer** shall launch the Residential Group Housing Project only after receipt of requisite approval of the architectural building plans from **NOIDA**.
- 5.3 The **Developer** shall comply with all the applicable rules and regulations of **NOIDA** and other authorities and shall ensure that the plans and drawings for the development on the **Development Land** are within the parameters of overall land use plan, layout plan, approvals / sanctions / permissions / clearances obtained by **JAL/JIL** in respect of the development of the **Subject Land**.
- 5.4 The **Developer** shall accept variations, deletions, additions, alterations, modifications in the **Development Plans** made either by **JIL/JAL** as it deems fit and proper or by or pursuant to requirement of **NOIDA** which may involve changes, including change in the surroundings of the **Development Land**, change in the number and height of the surrounding buildings, change in the





nature of usage of the surrounding buildings etc. on the **Subject Land** and the **Developer** shall be bound by such variations, deletions, additions, alterations and modifications etc. provided it does not result in any change in the (i) location and area of **Development Land**, common / adjacent roads in the periphery of the **Development Land**, (ii) entry to and exit from the **Development Land**, (iii) building plans, usage and area of the **Development Land** and (iv) the **FAR Area** assigned under this Agreement.

#### **6. Permissions, Approvals, Clearances, etc.**

- 6.1 Subject to Clause **6.3**, it shall be the responsibility of the **Developer** to take all required approvals, permits, licenses, sanctions, clearances etc., in the name of **JIL/JAL** itself as may be required for development with respect to Group Housing Project at its own cost without any liability on **JIL/JAL**.
- 6.2 It is clarified that without in anyway mitigating or relieving the **Developer** of its sole obligation and responsibility to obtain all approvals, permits, licenses, sanctions, clearances etc., **JIL/JAL**, at the request of the **Developer**, shall provide reasonable assistance to the **Developer** for pursuing and obtaining the approvals, permits, licenses, sanctions, clearances relating to **Development Land** for development of the Group Housing Project.
- 6.3 **JIL/JAL**, at the request of **Developer**, shall provide requisite authorization(s) as may be required by the **Developer** for applying, pursuing and obtaining the approvals, permits, licenses, sanctions, clearances etc., in respect of development of the **Group Housing Project** and for exercising the **Development Rights**.
- 6.4 The **Developer** shall strictly adhere to and comply with the conditions mentioned in the approvals, permits, licenses, sanctions and clearances in respect of Group Housing Project and **JIL/JAL** shall not be liable for any violation or noncompliance of the same.
- 6.5 **JIL & JAL** shall assist/cooperate to form and register the society/condominium/association/Common Organization of the Purchasers of the Premises in the Project and to convey the Development Land to the purchasers/ society/association.
- 6.6 **JIL & JAL** shall not interfere with or cause any obstruction or hindrance in the development, sale and marketing of the Group Housing Project in any manner or interfere or disturb possession of the Developer, in respect of the Development Land.
- 6.7 **JIL & JAL** shall co-operate with the Developer and undertake all such acts, deeds, matters and things and to execute and register all such deeds, documents and writings as may be required to enable the Developer to perform all its' roles and obligations as stated herein and as may be required, to undertake, implement and complete the development undertaken on the Development Land, in the manner stated in this Agreement.





## **7. Quality of Construction, Safety and Compliances of Laws**

7.1 The responsibility towards the quality of construction and more specifically development in the **Development Land** and all promises made by the **Developer** to apartment buyers in this regard, shall at all times, be that of the **Developer**; and **JIL/JAL** shall not be liable for the same.

7.2 The development in the **Development Land** as per land use shall be residential, for group housing development, as per the **Development Plans** as revised from time to time and the **Developer** shall adhere to the same. Further, the **Developer** shall be entitled to carry out the residential development including units and common areas and facilities for the purchasers/users of residential space/units in the **Development Land** as permitted by the **NOIDA/YEA** and applicable laws, rules, building regulations, adhering to:-

- (i) Standards and Specifications laid down in the building regulations and other regulations of **NOIDA**/relevant Indian Standards/National Code etc.
- (ii) Applicable master plans and rules & regulations of **NOIDA** and other relevant authorities.
- (iii) Government policies and relevant codes of BIS/IS relating to disaster management in land use planning and construction work.
- (iv) All other applicable and relevant laws, including but not limited to labour and environmental laws.

7.3 The **Developer** shall abide by the provisions of Real Estate (Regulation & Development) Act, 2016 and the provisions of Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act 2010 in particular and generally of all laws, rules, regulations and bye-laws governing the commencement, execution, carrying out, completion of the development, sale of apartments, maintenance of Common Areas & Facilities, formation of Apartment Owners Association etc., as applicable to the development of the **Development Land** and shall attend to, answer and be solely responsible and liable for any deviations, violations and / or breaches of any laws, regulations, rules etc.

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

7.5 The **Developer** shall permit the members, officers and representatives of **JIL/NOIDA/YEA** and workmen and other persons employed by **JIL/NOIDA/YEA** at all reasonable time of the day with at least 48 hours prior written notice to enter into the **Development Land** and buildings to be or being erected thereupon in order to inspect the **Development Land** and buildings erected thereon.





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

7.7 The assigned right to develop the **FAR Area** in the **Development Land** is exclusively for the **Developer** and all liabilities and obligations for the **Development Land** shall remain the sole responsibility of the **Developer**.

7.8 The **Developer** shall be entitled to enter into arrangement /- agreement and appoint contractor(s), architect(s), employee(s), labour(s), consultant(s), representative(s), engineer(s), and other requisite person(s)/ service provider(s) for carrying out construction, development and implementation of the **Group Housing Project** on the **Development Land**.

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

7.10 Excavation of earth/soil from the **Development Land** will be done by **JIL/JAL** after obtaining the requisite approvals from the relevant authorities. Dewatering of such sub-soil water during the excavation of earth/soil shall be the responsibility of the **Developer**. **JIL** shall have exclusive right on the excavated earth/soil for its disposal as it deems fit.

## **8. Essential Services and Right of Way**

8.1 **JIL/JAL** shall make necessary arrangements for and to provide electricity supply, of up to 5000 KVA on 33 KV network, water supply, sewage system and drainage system, as a part of **Shared Areas & Facilities**, similar to those made available to other sub - projects / plots in Jaypee Greens, Wish Town, Noida in due course of time at a pre-defined single point on the periphery of the **Development Land**. The **Developer** shall be entitled to connect such external services with the **Development Land** without being required to pay any additional amount in this regard. However, this will not absolve the **Developer** from payment of maintenance and replacement charges, electricity and water charges etc. as per rates commensurate to other similar projects on **Subject Land**, to **JIL/JAL** or designated maintenance agency as the case may be.

8.2 The **Developer** shall have a right of way to the roads adjoining the **Development Land** and shall be entitled to enter upon such roads for the purpose of accessing the **Development Land**. **JIL** shall put up signages / boards indicating the location of the **Development Land** in Jaypee Greens, Wish Town, NOIDA, as per its policies/guidelines. **JIL** shall ensure that the





Developer, its Directors, Employees, Staff, Agents and Representatives shall have unhindered, unobstructed and completely free access to the Development Land.

- 8.3 The provision of all services including essential services inside the **Development Land** shall be the responsibility of the **Developer** and it shall be responsible for laying and carrying necessary works for the same at its own cost.
- 8.4 The **Developer** shall be responsible for making suitable and adequate arrangements for solid waste management at its own cost.
- 8.5 The **Developer** shall be responsible for arranging electricity and water to meet its requirement during the construction period.

## **9. Time for construction and Delivery of Apartments**

- 9.1 The **Developer** shall plan and complete the development of the **Development Land** as per the approved plans within a period stipulated in the said approval of building plans for the Group Housing Project from **NOIDA/YEA**, subject to the terms of this Agreement. Any delay due to acts, commissions or omissions of **JIL** and **JAL** that may result disruption, interference or delay in progress or completion of the Group Housing Project by the **Developer**, if duly notified by the **Developer** in writing to **JIL** within 3 (three) days of such disruption, interference or delay in progress or completion of Group Housing Project by the **Developer** and not rectified by **JIL/JAL** within notice period shall be excluded while calculating the above period.
- 9.2 The **Developer** shall offer the possession of the apartments to its customers as per the applicable law.
- 9.3 In the event the **Developer** is not able to complete the construction as stipulated in Clause 9.1 then the **Developer** shall be entitled to seek extension of the said period from **JIL/JAL**, apart from seeking extension from **NOIDA**, on payment of administration fee of 1% of total consideration as per Clause 3.1 for every year or part thereof of extension so sought, to the extent of the Development Land.
- 9.4 The **Developer** shall be entitled to construct a temporary or permanent fence /barbed wire etc., around the **Development Land** as per its requirements.

## **10. Marketing and Selling/Transferring the developed apartments**

- 10.1 The **Developer** may use "Jaypee Greens Wish Town" in its address for indicating the specific location of the site and that it is located within the Jaypee Greens Wish Town in its brochure, promotional and marketing materials. However, the **Developer** is not authorized to use "Jaypee Greens Wish Town" in any manner, either expressly or impliedly, intentionally or





otherwise, so as to convey an impression that the Group Housing Project developed or being developed by the **Developer** is part of the project of Jaypee Group or has been /is being developed, constructed or carried out by Jaypee Group.

- 10.2 The **Developer** shall have the right to determine the name, logo, mark, brand name etc., of the **Group Housing Project** to be developed on the **Development Land** and draw up the marketing and promotion scheme, prepare marketing, advertising and promotional materials, including but not limited to brochures, pamphlets, advertisements through electronic media, print media and all other means as decided by the **Developer**.
- 10.3 The **Developer** shall not display or exhibit in the **Development Land** any picture posters, statues, other articles, which are indecent or immoral. The **Developer** shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, which shall be constructed in the **Development Land** except at places as may be specified for the purpose by **JIL**.
- 10.4 Subject to the Developer not being in breach of the conditions of this Agreement, the **Developer** shall, on execution hereof, be entitled to offer, market, book, allot and advertise the proposed residential Group Housing Project on the **Development Land** to third parties without prior consent of **JIL & JAL**. However, for this purpose, all the documents shall be finalized by the **Developer** and the Developer shall keep **JIL/JAL** informed, in this regard.
- 10.5 After completion of the building(s)/tower(s) in the **Development Land** and the **Developer** obtaining occupancy / completion certificate thereof, **JIL** and **JAL** along with the **Developer** shall execute the conveyance deeds in the form of sub-lease of land sale of super structure in favour of the allottees / customers of the **Developer**. **JIL** and **JAL** shall grant such allottees / customers imitable and undivided sub-lease rights up to the period expiring on 27.02.2093 i.e. for the remaining period of lease deed expiring first out of the Lease Deeds of which the **Development Land** is a part, in the **Development Land** and such right shall be proportionate to the super area of his/her unit to the total super area of the said building / tower. **JIL** and **JAL** shall execute such authorities/ Power of Attorney in favour of the **Developer** to transfer / convey the rights and title, in the superstructure of the said units and/or in respect of the Development Land, to the association and/or the body/organization of the allottees / customers. The sub-lease in favour of allottees/ customers shall be executed by **JIL/JAL**, subject to **Developer** obtaining requisite NOC(s) from the Bank/ Financial Institution from whom the **Developer** has raised funds for executing Group Housing Project on the **Development Land**.
- 10.6 The format of the Conveyance Deeds/ Sub-Lease Deeds to be executed with the allottees/customers of **Developer** shall be mutually decided by the **Parties**.
- 10.7 The **Developer** shall be entitled to get its Group Housing Project approved from the banks/financial institutions for enabling its proposed customers to avail the





facility of loan and **JIL/JAL** shall grant NOC to **Developer** in this regard. However, **JIL/JAL** shall not be liable in any manner to individual customers in this regard and is not obligated to arrange any such facility to them.

- 10.8 **JIL & JAL** shall not charge any fee for executing the conveyance deed/sub-lease as per clause 10.5 of this Agreement to the allottees/purchasers of Group Housing Project developed by the **Developer** and/or granting NOC to the **Developer** as per clause 10.7.
- 10.9 All charges /fee/ taxes/ stamp duty etc. for execution and registration of the sub-lease deeds or any other transfer document/s for sub-lease / conveyance of any unit/s and/or the Development Land, shall be payable by the **Developer** or its allottees/customers without any liability on **JIL/JAL**.

## 11. Maintenance

- 11.1 **JIL** agrees and undertakes to ensure proper maintenance of the Shared Areas & Facilities that are provided by **JIL**. The **Developer** shall, at its own cost, keep the **Development Land**, the construction raised thereon, partitions, pipes and appurtenances thereto or belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property on or pertaining to the **Development Land** are not damaged or jeopardized in any manner whatsoever.
- 11.2 The **Developer** shall ensure that the **Developer** / apartment owners association in the Group Housing Project developed by the **Developer** on the **Development Land** shall enter into a Maintenance Agreement with the **JAL/JIL** or Designated Maintenance Agency (hereinafter referred to as the "**DMA**") which shall be mutually decided and agreed upon by the Parties, for maintenance of Shared Areas & Facilities in "Jaypee Greens Wish Town", Noida, at the time of offer of possession / sub-lease.
- 11.3 In the event **YEA** permits the **Subject Land** to which the **Development Land** is a part to be converted into freehold during the subsistence of the Lease Deeds, individual unit owners/sub lessees shall get their imitable and undivided share of land freehold at their own cost and expense. **JAL & JIL** shall have no objection in this regard.
- 11.4 The **Developer** and/or the apartment buyers shall pay the maintenance charges including replacement charges, if any, in respect of **Shared Areas & Facilities**, on pro-rata basis as may be mutually decided by **JAL/JIL** or **DMA** from time to time. The charges for **Shared Areas & Facilities** shall commence from the date possession of **Development Land** is handed over to the **Developer**, in respect of such **Shared Areas & Facilities** as are available for use on the said date and for additional **Shared Areas & Facilities** from the date these are available for use, as per rates commensurate to other similar projects in the **Subject Land**.





11.5 **JIL/JAL or DMA** shall be entitled to collect the taxes, dues, demands, charges, duties etc. as may be levied by concerned municipal/ governmental authorities including but not limited to **NOIDA/YEA** or any other statutory body on units / area completed in the Group Housing Project, on pro rata basis from the **Developer** so long as each unit within the Jaypee Greens Wish Town **NOIDA**, is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc., are collectively levied for the Jaypee Greens Wish Town **NOIDA** or part thereof by concerned Municipal/ Governmental authorities including but not limited to **NOIDA** or any other statutory body. As and when the Units in the Group Housing Project on the **Development Land** are separately assessed to such taxes, duties etc., it shall be the responsibility of the allottee/customer/owner to pay the same and the **Developer** shall be responsible and liable to pay such taxes, duties etc. in respect of unsold units.

11.6 The **Developer** shall make its own arrangements for and maintain at its own cost for all civil amenities such as laying of lines for supply of electricity, water supply, sewerage, drainage, internal roads, etc. within the **Development Land** at its own cost and connect the same with the main system of **JAL/JIL** in respect of services provided by **JAL/JIL** as per Clause 8.1 above and with the main system of the relevant authorities at its own cost. The **Developer** /its nominated maintenance agency will manage and maintain the **Common Areas** and Facilities and other amenities and infrastructure in the **Development Land**, enter into agreements with allottees / customers/ buyers and charge and collect maintenance charges from occupants/allottees of apartments and other premises in the **Development Land**, and the **Developer** shall comply with the provision of U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

11.7 The **Developer** and/or the apartment buyers shall be charged for receiving supply of services like sewerage and water etc. to the **Development Land** at the rate corresponding to the charges levied by relevant authorities or as applicable for other inhabitants on the basis adopted by the **JIL/JAL** or **DMA**. However, **JIL/JAL** or **DMA** shall not be responsible for any interruption in water supply and / or electricity and/or its quality. The **Developer** may, at its own cost, make arrangements for alternative source in case of any break down/interruption, for any reason, in water supply, electricity supply or other services as may be provided by the **JAL/JIL** or **DMA**.

11.8 The **Developer** hereby assures **JIL/JAL** that it shall promptly pay or make the apartment buyers pay all the dues including the charges towards **Shared Areas & Facilities** and charges towards electricity & water supply etc. as per consumption and corresponding invoices raised by the **JIL/JAL** or **DMA**. Further, at the time of transfer of rights and obligations pertaining to maintenance of Common Areas & Facilities within the **Development Land** to an association/society of apartment buyers or of the occupants/allottees etc., the **Developer** shall ensure:





- a) That the said association/society enters into an agreement with the **JAL/JIL** or **DMA** in a form and manner as may be decided by the **JAL/JIL** or **DMA** for taking over the responsibility to promptly pay all the dues including the **Shared Areas & Facilities** Charges and the charges towards electricity and water supply etc., as may be provided by the **JAL/JIL** or **DMA** to the **Development Land** as per invoices raised by **JAL/JIL** or **DMA** from time to time.
- b) That bye laws of the said association /society have provisions to ensure timely payment of the dues to the **JIL/JAL** or **DMA** for availing the **Shared Areas & Facilities** and other services and that payment of the dues shall be the sole responsibility of such association /society and such dues shall have first charge on all inflows of the said association /society.
- c) That in case, the **Developer** /association /society, as the case may be, defaults in payment of such dues on the due dates at any stage, the **Developer** /association/ society agrees to pay fine for such default as may be fixed by **JAL/JIL** or **DMA**. In the event the default continues for more than 2 (two)months, **JAL/JIL** or **DMA** may thereafter, at its sole discretion, stop the supply / use of services / **Shared Areas & Facilities** to the **Developer** or the residents /occupants/allottees etc. within the **Development Land**.

## 12. Indemnity

- 12.1 The **Developer** shall act independently in constructing and developing the **Development Land** and shall keep **JAL/JIL** indemnified and harmless to the fullest extent from all or any actions, suits, claims, demands and proceedings, third party claims and cost or expense that may be suffered by **JAL/JIL** in respect thereof on account of anything done or omitted to be done (including violation or non-compliance of the conditions of approvals, permits, licenses, sanctions, clearances obtained) by the **Developer** in connection with or arising out of the development in the **Development Land** at all times.
- 12.2 The **Developer** shall also keep **JAL/JIL** indemnified and harmless from all damages, including cost and expenses arising out of any claims of workers and employees of the **Developer** and actions arising out of any act or omission or otherwise on their part.
- 12.3 The **Developer** shall keep **JIL** indemnified against damages which may be caused to any property belonging to the **JIL** / it's or their workmen/ representative resulting from the execution of the works in the **Development Land** and also against claims for damages arising from the actions of the **Developer** or its workmen or representatives, which;
  - a) Injure or destroy any building or part thereof or other structure contiguous or adjacent to the **Development Land**.





- b) Keeps the foundation, tunnels or other pits in the **Development Land** open or exposed to weather causing any injury to contiguous or adjacent **Development Land** and/or building.
- c) Causes any injury or damage to any building contiguous or adjacent to the **Development Land** by digging any pit near the foundation of such building.

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

12.4 **JAL/JIL** shall at all times, keep the **Developer**, its employees, representatives, agents harmless and indemnified in respect of all claims, actions, and for all losses, damages, penalties etc., as may be brought against or suffered by or caused to them or to any asset belonging to **Developer**(including the developments / properties within the **Development Land**) or it's workmen / representative resulting from or arising out of (i) the execution of the works outside the **Development Land**; (ii)on account of anything done or omitted to be done (including violation or non-compliance of the conditions of approvals, permits, licenses, sanctions, clearances obtained) by the **JAL/JIL** in connection with or arising out of the development on the **Subject Land** outside the **Development Land**; or (iii) on account of any act or omission by the **JAL/JIL** under this Agreement and / or the Lease Deeds.

12.5 **JAL/JIL** shall, indemnify, defend and hold harmless the **Developer** against any and all proceedings, actions, third party claims for expenses, cost, claims, demands, liabilities etc., of whatever kind and nature due to or arising out of or in relation to any defect in the rights / title of **JAL/JIL** in the **Development Land** and/or **Subject Land** and/or any order, judgment, decree, directions of / passed by any court or any other competent authority, adversely affecting the rights of the **Developer** in respect of the said **Development Land** and Group Housing Project.

12.6 **JAL/JIL** shall indemnify the **Developer** for any losses suffered by the **Developer**, due to any decrease in the FAR and/or if **JAL/JIL** is unable to obtain/avail the FAR, as agreed in this Agreement.

12.7 In case any demand from any authority towards taxes, duties, levies and other charges in respect of the **Development Land** / **Subject Land** for the period prior to the date of execution of this Agreement is raised, the same shall be liability and responsibility of **JAL/JIL** without affecting the rights of the **Developer** in any manner whatsoever, and **JAL/JIL** shall keep the **Developer** indemnified and harmless from any loss, damage, claims, liability, cost, expenses etc., incurred to or causes by or suffered by the **Developer** in this regard.

12.8 The **Developer** shall keep **JAL/JIL** indemnified against all costs, damages, claims, losses etc. on account of non-payment of dues including Shared Areas





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

#### **13. Membership of Clubs to Apartment Owners**

13.1 The membership of the Boomerang Club in Jaypee Greens Wish Town, Noida, shall be available on first-cum-first serve basis to the residents of the Group Housing Project to be developed in the **Development Land** by the **Developer** on payment of membership fee/charges and security deposit etc. as applicable from time to time. No separate Social Club is planned by **JIL** for the residents of the Group Housing Project being developed in the **Development Land** by the **Developer**. The **Developer** may plan to develop a Social Club/Community Facility for its residents/allottees within the overall FAR in the **Development Land**.

#### **14. Specific Performance and Termination**

14.1 In the event any **Party** is in breach of or fails to fulfills/comply any terms or conditions of this Agreement, as applicable to it, ('defaulting party') and fails to rectify the same within the notice period given by the other party ('non-defaulting party'), then the non-defaulting party shall be entitled to get this Agreement and terms contained herein specifically enforced / performed and /or restrain the defaulting party through competent court or arbitration, as the case may be, at the risk, cost and expense of the defaulting party.

#### **15. Duty to cooperate**

It is agreed between the Parties that they will not to resort to litigation or take any steps detrimental to the Project and or do or act in the manner prejudicial to the Project as a whole and/or cause such acts, deeds by which interest of the Parties or any one of them is restrained and obstructed. It is clear understanding that no Party shall act in manner that will affect the timeline and/or the delivery of the possession of the Premises to the Purchasers or repayment of any loans or advances which are received for the Project in accordance with this Agreement.

#### **16. Entirety**

16.1 This Agreement supersedes all prior discussions and correspondence between the **Parties** and contains the entire agreement between them. No changes, modification or alteration to this Agreement shall be done without the written consent of all the Parties. Recitals, representations, warranties and covenants of the Parties contained in recitals, schedules and annexure shall form an integral part of this Agreement.





**17. Severability**

17.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**18. Interpretation**

18.1 In the event any of the provisions of this Agreement is possible to be construed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable. The language of each provision of this Agreement shall be construed according to its fair meaning.

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

**19. No Waiver**

19.1 The failure of any Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that Party to require performance or to resort, to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced.

**20. Mutual Drafting**

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

**21. Dispute Resolution**

21.1 Any dispute or difference whatsoever arising between the Parties arising from or relating to this Agreement, shall be referred to a sole arbitrator to be appointed by mutual consent of the Parties and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and amendments made therein. The decision / award of the arbitrator shall be binding on both the Parties. The arbitration proceedings shall be conducted in English. The seat of such arbitration proceedings shall be at Noida or any other place as may be mutually agreed between the Parties.



25





**22. Governing Law**

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

**23. Jurisdiction**

23.1 The Courts in Noida and High Court of Judicature at Allahabad as applicable shall have the exclusive jurisdiction in respect of all matters or disputes or differences arising out of this Agreement.

**24. Notices**

24.1 All notices by any party to the other under this Agreement shall be delivered personally or sent by registered mail with acknowledgement due or by e-mail marked to the attention of person notified herein below of such Party at the addresses set forth below or to such other person and/or to such other address as may hereafter be intimated in writing by such Party to the other Party. Notices delivered personally shall be deemed to have been received on the date of receipt; notices sent by registered mail shall be deemed to have been received on the fifth day following mailing; and notices sent by e-mail shall be deemed to have been received one business day after transmission provided an original copy is mailed promptly within 3 (three) business days thereafter:

(a) Notices to **JIL**:

Jaypee Infratech Limited  
Sector -128, Noida – 201304  
Uttar Pradesh  
Attention: **Mr. Mohinder Kharbanda**  
E-mail: mohinder.kharbanda@jalindia.co.in

(b) Notices to **JAL**:

Jaiprakash Associates Limited  
Sector -128, Noida – 201304  
Uttar Pradesh  
Attention: **Mr. M.M. Sibbal**  
E-mail: mm.sibbal@jalindia.co.in

(c) Notices to the **Developer**:

Larsen & Toubro Ltd.  
L&T House, N.M. Marg,  
Ballard Estate, Mumbai 400001  
Attention: **Mr. Shrikant Joshi**  
E-mail: shrikant.joshi@larsentoubro.com





## **25. Force Majeure**

25.1 If the performance of obligations by any Party to this Agreement is prevented, in whole or in part, by causes beyond control of such Party which it could not avert despite its best endeavour and diligence due to any Force Majeure Conditions (as defined herein under), such party shall be excused from performing such of its obligations mentioned in this Agreement during and to the extent of the subsistence of such Force Majeure Conditions. Notwithstanding anything contrary contained in this Agreement, the Developer shall be entitled to extension of time for completion of construction and development of the Group Housing Project equivalent to the period of delay due to such Force Majeure Condition without any liability for penalty/interest:--

For the purposes of this Agreement, 'Force Majeure Conditions' means:

- (a) Fire, flood, lightning, storm, tornado, earthquake, landslide, or epidemic or other similar acts of God;
- (b) War (whether declared or undeclared), riot, civil war, insurrection, acts of public enemies, terrorism or civil disturbance;
- (c) strikes, industrial disputes and/or lockouts directly affecting the Group Housing Project, construction and/or interrupting supplies and services to the Group Housing Project;
- (d) Any change in the governmental policy, laws, or regulations directly / indirectly affecting the Group Housing Project, including but not limited to expropriation or compulsory acquisition by any government authority of any assets or rights, other than for reasons attributable to the Party claiming benefit of this clause;
- (e) Any order, judgment, decree and/or direction of any court of competent jurisdiction, tribunal or statutory authority in India have the effect of stopping construction / development activity on the Development Land and not resulting from any act of omission or commission of the Party claiming benefit of this clause.

## **26. Execution of Agreement**

26.1 This Agreement is being executed in three sets (Original and 2 Duplicate Copies). The Original will be registered and kept, for the record, by the Developer, whereas JIL and **JAL** will retain the Duplicate copies of this Agreement.

## **27. Further Assurance**

27.1 Each Party agrees that it will, at any time, and from time to time, do execute, acknowledge and deliver all such further acts and execute further agreements, documents, and instruments as may be reasonably required by the other Party in order to carry out fully and effectuate the transactions herein contemplated in accordance with the provisions of this Agreement.





**DETAILS OF LAND LEASED TO JIL**  
**LAND FOR DEVELOPMENT : NOIDA IN SECTOR 128,129,131,133 & 134 NOIDA**

Sl. No.	Name of Village	Date of Execution	Area (Hect.)	Area (Acres)	Details of Lease Deed
1	Sultanpur	28.02.2003	55.2727	136.40	Book No. 1, Volume No. 373 Page No. 39/72, Sl. No. 1656/1657 dt. 28.02.2003 with Sub-Registrar-III, NOIDA.
2	Sadarpur Majra Baktawarpur	28.02.2003	13.2088	32.59	Book No. 1, Volume No. 1126 Page No. 787/818, Sl. No. 1790/1791 dt. 28.02.2003 with Sub-Registrar-III, NOIDA.
3	Sultanpur	17.04.2003	47.6740	117.66	Book No. 1, Volume No. 414 Page No. 1/40, Sl. No. 5766/5767 dt. 17.04.2003 with Sub-Registrar-III, NOIDA.
4	Asgarpur	17.04.2003	23.4360	57.91	Book No. 1, Volume No. 414 Page No. 41/70, Sl. No. 5768/5769 dt. 17.04.2003 with Sub-Registrar-III, NOIDA.
5	Sultanpur	07.06.2003	22.5769	55.77	Book No. 1, Volume No. 430 Page No. 1069/1098, Sl. No. 7473/7472 dt. 07.06.2003 with Sub-Registrar-III, NOIDA.
6	Shahpur Goverdhanpur Bangar	03.07.2003	35.2680	87.12	Book No. 1, Volume No. 668 Page No. 923/956, Sl. No. 5635/5634 dt. 03.07.2003 with Sub-Registrar, (G.B. Nagar) Sadar.
7	Sultanpur	03.07.2003	18.3000	45.21	Book No. 1, Volume No. 453 Page No. 391/420, Sl. No. 9726/9725 dt. 03.07.2003 with Sub-Registrar-III, NOIDA
8	Asgarpur	03.07.2003	17.4400	43.08	Book No. 1, Volume No. 453 Page No. 421/450, Sl. No. 9728/9729 dt. 03.07.2003 with Sub-Registrar-III, NOIDA.
9	Sultanpur	26.07.2003	8.8130	21.77	Book No. 1, Volume No. 458 Page No. 49/74, Sl. No. 10197/10196 dt. 26.07.2003 with Sub-Registrar-III, NOIDA.
10	Shahpur Goverdhanpur Bangar	21.02.2007	6.6800	16.50	Book No. 1, Volume No. 1817 Page No. 266, Sl. No. 2555 dt. 21.02.2007 with Sub-Registrar, (G.B. Nagar) Sadar.
11	Sultanpur (Surrender Deed)	19.12.2007	-9.5014	-23.48	Book No. 1, Volume No. 1165 Page No. 395/414, Sl. No. 3718 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
12	Sadarpur Majra Baktawarpur	19.12.2007	-3.4537	-8.53	Book No. 1, Volume No. 1795 Page No. 211/230, Sl. No. 5490 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
13	Asgarpur (Surrender Deed)	19.12.2007	-3.1876	-7.88	Book No. 1, Volume No. 1165 Page No. 377/394, Sl. No. 3716 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
14	Asgarpur (Surrender Deed)	19.12.2007	-1.1984	-2.96	Book No. 1, Volume No. 1165 Page No. 377/396, Sl. No. 3717 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
15	Shahpur Goverdhanpur Bangar (Alternate Land)	20.12.2007	17.821	42.85	Book No. 1, Volume No. 2763 Page No. 205/248, Sl. No. 14281 dt. 20.12.2007 with Sub-Registrar, (G.B. Nagar) Sadar.





## DETAILS OF LAND LEASED TO JIL

LAND FOR DEVELOPMENT : NOIDA IN SECTOR 128,129,131,133 & 134 NOIDA

Sl. No.	Name of Village	Date of Execution	Area (Hect.)	Area (Acres)	Details of Lease Deed Registration
1	Rohillapur	15.02.2008	60.2860	148.970	Book No. 1, Volume No. 2974 Page No. 309/356, Sl. No. 1965 dt. 16.02.2008 with Sub-Registrar,
2	Wazidpur	15.02.2008	28.5860	70.640	Book No. 1, Volume No. 2974 Page No. 273/308, Sl. No. 1964 dt. 16.02.2008 with Sub-Registrar, Sadar (G.B. Nagar).
3	Gejha Tilpatabad	15.02.2008	26.0630	64.400	Book No. 1, Volume No. 1848 Page No. 435/470, Sl. No. 806 dt. 16.02.2008 with Sub-Registrar-II, NOIDA (G.B. Nagar).
4	Shahpur Goverdhanpur Bangar	15.02.2008	6.6600	16.460	Book No. 1, Volume No. 2974 Page No. 357/394, Sl. No. 1966 dt. 16.02.2008 with Sub-Registrar, Sadar (G.B. Nagar).
5	Shahpur Goverdhanpur Khadar	15.05.2008	66.5270	164.390	Book No. 1, Volume No. 3320 Page No. 275/330, Sl. No. 5851 dt. 15.05.2008 with Sub-Registrar, Gautam Budh Nagar.
6	Shahpur Goverdhanpur Khadar	15.10.2008	3.3320	8.230	Volume No. 4195 Page No. 399/440, Sl. No. 521 dt. 09.01.2009 with Sub-Registrar, Sadar (G.B. Nagar).
7	Shahpur Goverdhanpur Khadar	04.03.2009	2.1950	5.420	Book No. 1, Volume No. 4806 Page No. 349/376, Sl. No. 8200 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
8	Rohillapur	04.03.2009	1.0100	2.500	Book No. 1, Volume No. 4806 Page No. 319/348, Sl. No. 8199 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
9	Sultanpur	04.03.2009	6.4760	16.000	Book No. 1, Volume No. 1618 Page No. 51/100, Sl. No. 1670 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
10	Shahpur Goverdhanpur Bangar	05.03.2009	2.0680	5.108	Book No. 1, Volume No. 4806 Page No. 289/318, Sl. No. 8198 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
11	Shahpur Goverdhanpur Khadar	25.05.2009	0.2020	0.500	Book No. 1, Volume No. 4806 Page No. 199/228, Sl. No. 8195 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
12	Shahpur Goverdhanpur Bangar	25.05.2009	0.4300	1.070	Book No. 1, Volume No. 4806 Page No. 299/258, Sl. No. 8196 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
13	Asgarpur	25.05.2009	0.1780	0.440	Book No. 1, Volume No. 1618 Page No. 101/150, Sl. No. 1671 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
14	Rohillapur	25.05.2009	2.0260	5.010	Book No. 1, Volume No. 4806 Page No. 259/288, Sl. No. 8197 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
15	Wazidpur	25.05.2009	0.1010	0.250	Book No. 1, Volume No. 4806 Page No. 169/198, Sl. No. 8194 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
16	Asgarpur (Surrender Deed)	22.06.2009	-0.6992	-1.230	Book No. 1, Volume No. 1648 Page No. 355/376, Sl. No. 2063 dt. 06.08.2009 with Sub-Registrar Noida (G.B. Nagar).





Sl. No.	Name of Village	Date of Execution	Area (Hect.)	Area (Acres)	Details of Lease Deed Registration
17	Asgarpur (Surrender Deed)	22.06.2009	-0.6992	-1.73	Book No. 1, Volume No. 1648 Page No. 355/376, Sl. No. 2063 dt. 06.08.2009 with Sub-Registrar Noida-III, (G.B. Nagar).
18	Rohillapur	29.06.2009	7.2602	17.94	Book No. 1, Volume No. 4806 Page No. 377/404, Sl. No. 8201 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
19	Asgarpur (Alternate Land)	29.07.2009	1.1984	2.96	Book No. 1, Volume No. 1649 Page No. 29/80, Sl. No. 2066 dt. 06.08.2009 with Sub-Registrar-III, Noida
20	Shahpur Goverdhanpur Khadar	26.12.2009	1.1890	2.94	Book No. 1, Volume No. 5474 Page No. 199/246, Sl. No. 931 dt. 19.01.2010 with Sub-Registrar Sadar, (G.B. Nagar).
21	Sultanpur	26.12.2009	0.4269	1.05	Book No. 1, Volume No. 1699, Page No. 325/380, Sl. No. 727, dt. 11.03.2010 Sub-Registrar, Noida-III.
22	Shahpur Goverdhanpur Bangar	26.12.2009	0.0640	0.16	Book No. 1, Volume No. 5474 Page No. 247/294, Sl. No. 932 dt. 19.01.2010 with Sub-Registrar Sadar, (G.B. Nagar).
23	Asgarpur Jagir	26.12.2009	0.6165	1.52	Book No. 1, Volume No. 1699, Page No. 277/322, Sl. No. 726, dt. 11.03.2010 Sub-Registrar, Noida-III.
24	Sultanpur	08.02.2010	0.5820	1.44	Book No. 1, Volume No. 1699, Page No. 227/276, Sl. No. 725, dt. 11.03.2010
25	Rohillapur	08.02.2010	0.4880	1.21	Book No. 1, Volume No. 5539 Page No. 339/388, Sl. No. 1818 dt. 08.02.2010 with Sub-Registrar Sadar, (G.B. Nagar).
26	Wazidpur	08.02.2010	0.5620	1.39	Book No. 1, Volume No. 5540; Page No. 1/50, Sl. No. 1820 dt. 08.02.2010 with Sub-Registrar Sadar, (G.B. Nagar).
27	Gejha Tilptabad	08.02.2010	0.8220	2.03	Book No. 1, Volume No. 2681, Page No. 91/140, Sl. No. 1298 dt. 11.03.2010
28	Sultanpur (Surrender Deed)	04.03.2010	-0.1714	-0.42	Book No. 1, Volume No. 1974 Page No. 147/176, Sl. No. 2711 dt. 03.07.2010 with Sub-Registrar, Noida-III
29	Rohillapur (Surrender Deed)	04.03.2010	-0.3530	-0.87	Book No. 1, Volume No. 6991 Page No. 359/388, Sl. No. 17105 dt. 01.07.2010 with Sub-Registrar, Sadar
30	Sultanpur (Surrender Deed)	04.03.2010	-0.0800	-0.20	Book No. 1, Volume No. 1974 Page No. 119/146, Sl. No. 2710 dt. 03.07.2010 with Sub-Registrar, Noida-III
31	Sultanpur (Surrender Deed)	04.03.2010	-0.4572	-1.13	Book No. 1, Volume No. 1974 Page No. 177/206, Sl. No. 2712 dt. 03.07.2010 with Sub-Registrar, Noida-III
32	Shahpur Goverdhanpur Khadar (Surrender Deed)	04.03.2010	0.9660	2.017	Book No. 1, Volume No. 6991 Page No. 329/358, Sl. No. 17104 dt. 01.07.2010 with Sub-Registrar, (G.B. Nagar). Sadar
33	Rohillapur (Surrender Deed)	04.03.2010	-0.3790	-0.94	Book No. 1, Volume No. 6991 Page No. 389/420, Sl. No. 17106 dt. 01.07.2010 with Sub-Registrar, Sadar



Sl. No.	Name of Village	Date of Execution	Area (Hect.)	Area (Acres)	Details of Lease Deed Registration
34	Sultanpur (Alternate Land)	01.05.2010	0.7086	1.75	Book No. 1, Volume No. 1974 Page No. 209/260, Sl. No.2713 dt. 03.07.2010 with Sub-Registrar Noida-III
35	Rohillapur (Alternate Land)	01.05.2010	0.8000	1.98	Book No. 1, Volume No. 6992 Page No. 261/318, Sl. No.17114 dt. 01.07.2010 with Sub-Registrar Sadar, (G.B. Nagar).
36	Sultanpur	16.06.2010	1.4755	3.64	Book No. 1, Volume No. 1974 Page No. 299/348, Sl. No.2715 dt. 03.07.2010 with Sub-Registrar Noida-III, (G.B. Nagar).
37	Asgarpur Jagir	16.06.2010	0.0130	0.03	Book No. 1, Volume No. 1974 Page No. 259/308, Sl. No.2714 dt. 03.07.2010 with Sub-Registrar Noida-III, (G.B. Nagar).
38	Shahpur Goverdhanpur Bangar (Surrender Deed)	12.11.2010	-0.0312	-0.08	Book No. 1, Volume No. 7868 Page No. 205/236, Sl. No. 1256 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
39	Shahpur Goverdhanpur Bangar (Surrender Deed)	12.11.2010	-1.5008	-3.71	Book No. 1, Volume No. 7868 Page No. 97/128, Sl. No. 1252 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
40	Shahpur Goverdhanpur Bangar (Surrender Deed)	12.11.2010	-0.0702	-0.17	Book No. 1, Volume No. 7868 Page No. 129/160, Sl. No. 1253 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
41	Rohillapur (Surrender Deed)	12.11.2010	-1.1997	-2.96	Book No. 1, Volume No. 7868 Page No. 177/204, Sl. No. 1255 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
42	Shahpur Goverdhanpur Khadar (Surrender Deed)	12.11.2010	-1.5862	-3.91	Book No. 1, Volume No. 7868 Page No. 55/82, Sl. No. 1250 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
43	Rohillapur (Surrender Deed)	12.11.2010	-0.1453	-0.36	Book No. 1, Volume No. 7868 Page No. 177/204, Sl. No. 1255 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
44	Sultanpur	18.03.2011	0.0296	0.07	Book No. 1, Volume No. 2705 Page No. 37/86 , Sl. No. 5549 dt. 06.07.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
		Total	215.14	531.60	





## SCHEDULE OF PROPERTY

The **Development Land** having area as below:-

= 12,394 Sqm.

or thereabout at Sector 128, Jaypee Greens Wish Town, Noida, Distt. G.B. Nagar (UP)  
and as demarcated on the Location Plan and bound as under:

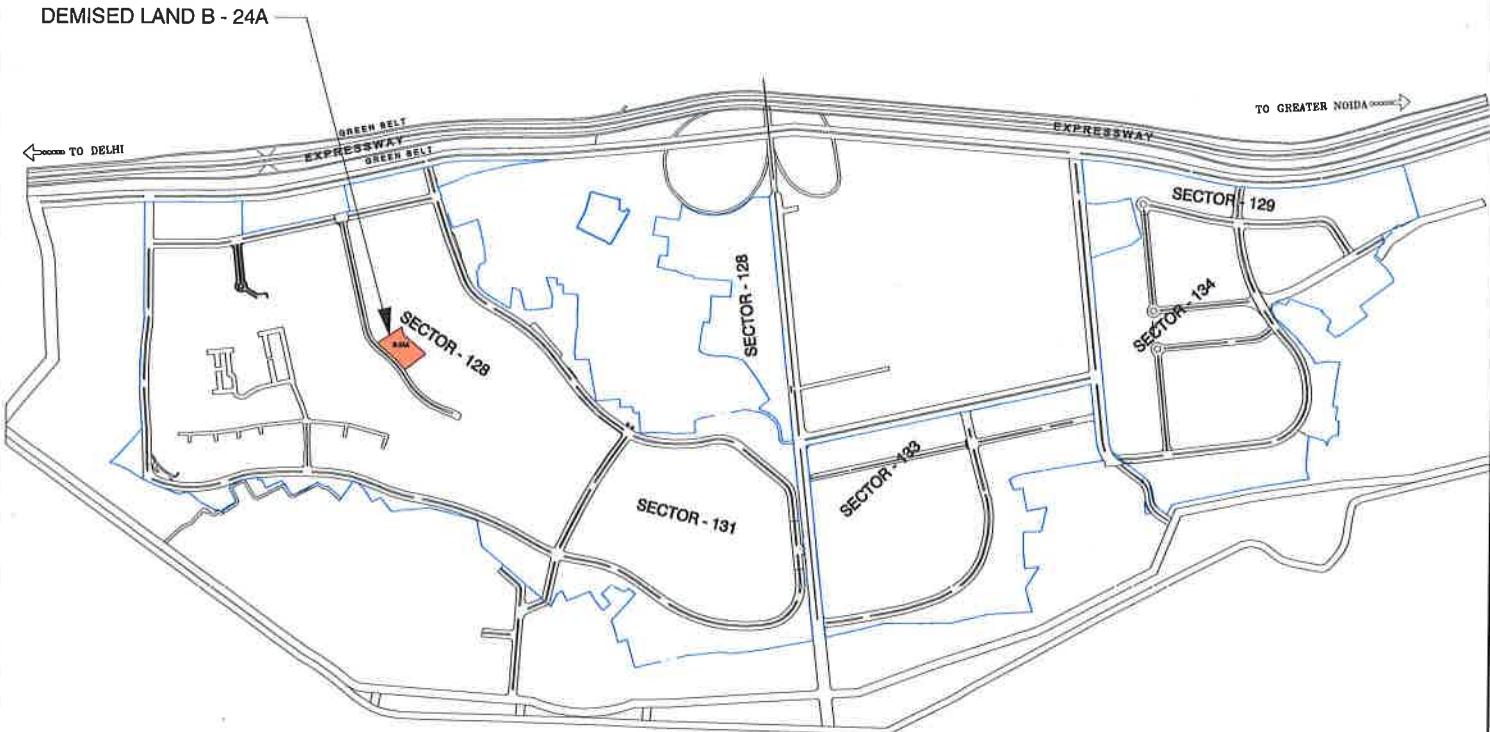
At or towards the EAST : }  
At or towards the WEST : } As per Location Plan attached as **Annexure - II**  
At or towards the NORTH : }  
At or towards the SOUTH : }



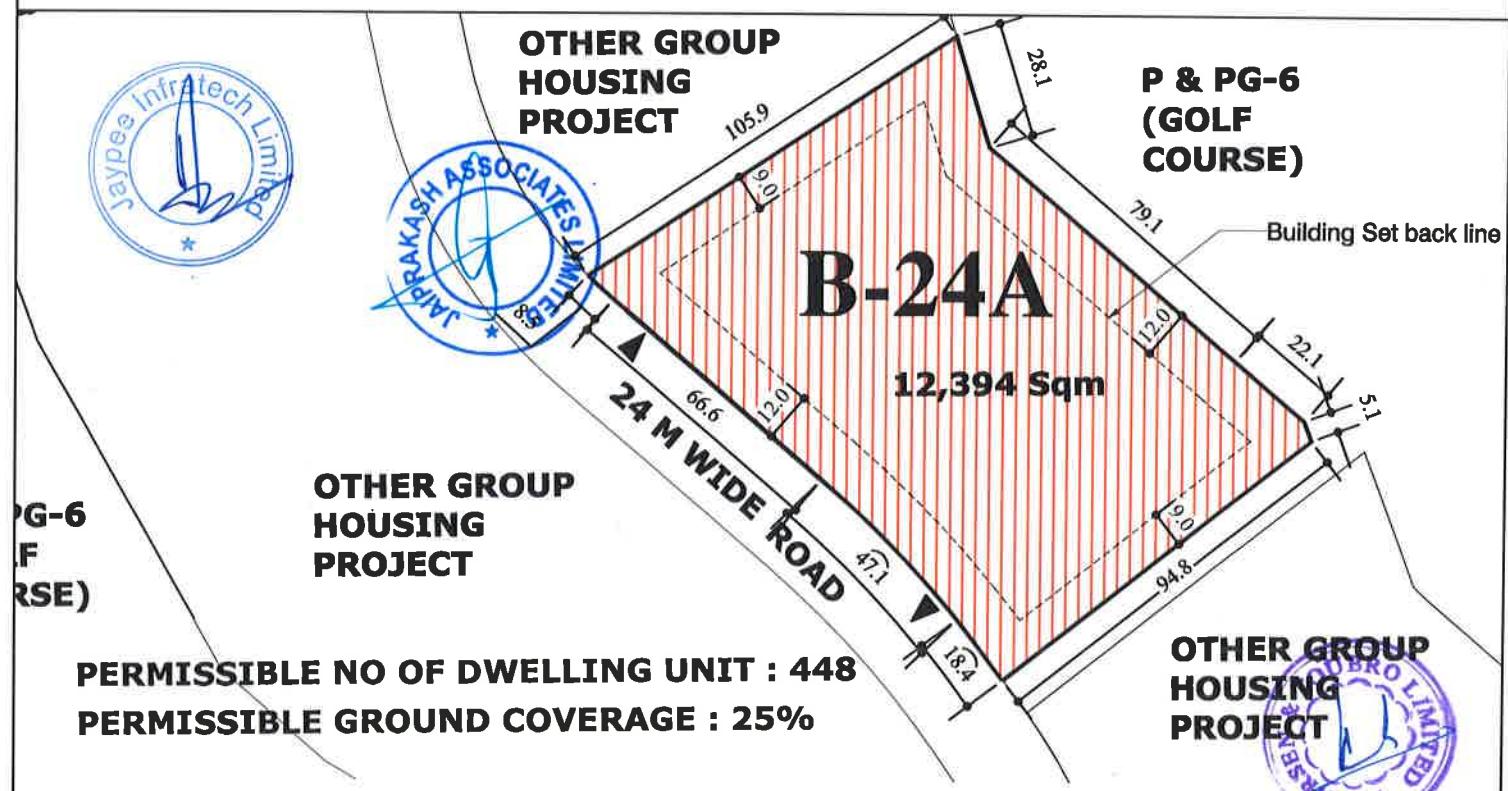


## LOCATION OF DEMISED LAND IN THE SUBJECT LAND

SECTOR - 128, WISH TOWN, JAYPEE GREENS, NOIDA



### DETAILS OF DEMISED LAND



Note : - All dimensions are in meter

	<b>LEGEND</b> BOUNDARY OF SUBJECT LAND DEMISED LAND	 	DEALT BY : - Banesree Mandal	SCALE : - N.T.S
			CHECKED BY : - Reina Dora	DATE : - 24.04.2017



## JAYPEE GREENS, WISH TOWN NOIDA

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

To facilitate construction of Residential Towers by the Developer, the following guidelines have been prepared to bring in clarity in the process and procedures during execution of work:-

- (a) "Company" means the Jaypee Infratech Ltd/Jaiprakash Associates Ltd.
- (b) "Developer" means the Party to whom the development rights have been granted for construction of Residential Towers.

- 1) Approach road and the entry gate to be used during construction on the Development Land has been marked on Plan. The Developer will only use the specific road and entry gate indicated in the Plan only during night hours for bringing construction material.
- 2) Vehicle's movement on the Authority's road will be as per the guidelines of Noida Authority and all approvals as necessary will be taken by the Developer directly from the concerned Authority.
- 3) Developer will provide for security on the Development Land by appointing guards as per requirement. The Company shall not be responsible for the security of the men and material on the Development Land.
- 4) Developer will itself be responsible for the safety of his staff, labour and construction material and stores.
- 5) The Developer will keep the approach road clear of any obstruction, debris, construction material etc to the satisfaction of the Company and local Government Authority.
- 6) Stacking of materials / debris etc will be done within boundary of Development Land by the Developer. The debris has to be thrown outside the premises of Jaypee Greens, Wish Town Noida by the Developer to any designated/permisable area with the permission of the relevant authority.
- 7) Worker Camps, Site Offices, Sanitary arrangements for the workers / staff Batching plants etc. will be provided by the Developer within the boundary of Development Land. Drawings indicating all these facilities will be submitted to the Company before start of work. Any requirement of permission from a statutory Authority shall have to be obtained by the Developer.





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

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

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

11) Developer shall provide rain water harvesting as per the norms within the development area and storm water discharge, if any, during construction and during operation period shall be connected to the drain point provided by the Company for which Invert levels shall be communicated to the Developer.

12) The Developer will comply with all the applicable laws including the Labour Laws, rules regulations, orders etc in respect of the Labour / Workmen employed by them for construction purposes and/or any other statutory requirement.

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

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

15) Supply of Permanent Services during operation phase:

a) The Developer shall be provided connections for the following services at single point by the Company for which costs / maintenance shall be payable by the Developer as per the details provided in the Agreement for Development Rights.

- Potable water supply at single point
- Treated effluent from STP at single point.
- Sewer connection at single point.
- Electrical supply of 33 KV/11 KV at single point





- b) 33 KV/11 KV supply shall be provided with metering arrangement for suitable sub-station, to be established by the Developer in the basement, from which supply to the Developer's tower shall be given by the Developer for individual users. The total load will be determined as per Company norms. The connection charges, tariff load development charges, transmission losses if any and other relevant charges shall also have to be borne by the Developer.
- c) Developer shall make their own arrangements for electricity back-up at their own cost as per the norms of the relevant Authority or alternatively at the request of the Developer, JIL/JAL may supply 50% of total load on chargeable basis which shall include proportionate capital cost, maintenance charges etc.
- d) Developer may obtain PNG connection to the kitchen of each flat on chargeable basis from M/s. IGL.
- e) Fiber to home communication cable from central network for TV, Telephone & Data services for each flat shall be available at cluster level at a single point on chargeable basis. Further distribution to flats to be done by the relevant agency.

The designated contact person for overall coordination will be Sh. Ashok Khera  
 For any clarification/information the contact person can be approached.





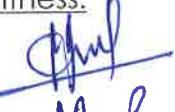
**28. No Partnership**

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

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

Signed by <b>Jaypee Infratech Limited</b> through its authorized signatory, <b>Shri Ajit Kumar</b>	<b>For Jaypee Infratech Limited</b>  Authorised Signatory
Signed by <b>Jaiprakash Associates Limited</b> , through its authorized signatory, <b>Shri T.G. Keswani</b>	<b>For JAIPRAKASH ASSOCIATES LTD.</b>  Authorised Signatory
Signed by <b>Larsen &amp; Toubro Limited</b> , through its authorized signatory, <b>Shri. Kuldip Goel</b> , Vice President & Head - Corporate Affairs, Corporate Office, New Delhi.	

Witness:

1.   
M. R. Badiani  
S/o Shri G. R. Badiani  
Sector-128 Noida
2.   
Rahul Dubey S/o R.B. Dubey  
H-48, Sector-12, Pratap Niketan  
Ghaziabad

आज दिनांक 31/07/2017 को

बही सं. 1 जिल्द सं. 7444

पृष्ठ सं. 265 से 350 पर कमांक 5309

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजीव बरालिया प्र०

उप निबन्धक (प्रथम)

नोएडा

31/7/2017

