



दिल्ली DELHI

D 339604

This Memorandum records the oral understanding of Agreement for Partition already reached at Delhi on or about the 18th day of August, 2007 by and amongst -

1. Shri Jaiprakash Gaur , (hereinafter referred to as 'JG' or 'the party of the First Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include his heirs, executors, administrators and assigns) of the First Part;
2. Smt. C.K.Gaur (hereinafter referred to as 'CKG' or 'the party of the Second Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include her heirs, executors, administrators and assigns) of the Second Part;
3. Shri Manoj Gaur (hereinafter referred to as 'S1' or 'the party of the Third Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include his heirs, executors, administrators and assigns) of the Third Part;
4. Smt. Urvashi M. Gaur (hereinafter referred to as 'UMG' or 'the party of the Fourth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include her heirs, executors, administrators and assigns) of the Fourth Part;
5. Shri. Manu Gaur (hereinafter referred to as 'MG' or 'the Party of the Fifth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include his heirs, executors, administrators and assigns) of the Fifth Part;

Shri चंद्र कलागोड. M.C.

Urvashi Gaur. Manu Gaur M.C.

Vinita Gaur. Sangar.

Sangar. R. R.

Nandini Sangar. Sangar.

R. R.



दिल्ली DELHI

D 339605

6. Miss Manika Gaur (hereinafter referred to as 'MNG' or 'the Party of the Sixth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include her heirs, executors, administrators and assigns) through father and natural guardian Shri Manoj Gaur, of the Sixth Part;
7. Shri Sunny Gaur (hereinafter referred to as 'S2' or 'the party of the Seventh Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include his heirs, executors, administrators and assigns) of the Seventh Part;
8. Smt. Vinita S. Gaur (hereinafter referred to as 'VSG' or 'the party of the Eighth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include her heirs, executors, administrators and assigns) of the Eighth Part;
9. Miss Gauri Gaur (hereinafter referred to as 'GG' or 'the Party of the Ninth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include her heirs, executors, administrators and assigns) through father and natural guardian Shri Sunny Gaur, of the Ninth Part;
10. Miss Shivangi Gaur (hereinafter referred to as 'SG' or 'the Party of the Tenth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include her heirs, executors, administrators and assigns) through father and natural guardian Shri Sunny Gaur, of the Tenth Part

Shri चंद्रशेखर गौड़

Vinita Gaur.

Sangar

Sangar

Shixti

Shivashi Gaur

Shivashi Gaur

Sangar

2

Rita

Shivashi Gaur



दिल्ली DELHI

D 339607

11. Shri Sameer Gaur (hereinafter referred to as 'S3' or 'the party of the Eleventh Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include his heirs, executors, administrators and assigns) of the Eleventh Part;
12. Smt. Nandita S. Gaur (hereinafter referred to as 'NSG' or 'the party of the Twelfth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include her heirs, executors, administrators and assigns) of the Twelfth Part;
13. Master Siddhant Gaur (hereinafter referred to as 'SDG' or 'the Party of the Thirteenth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include his heirs, executors, administrators and assigns) through father and natural guardian Shri Sameer Gaur, of the Thirteenth Part;
14. Master Shubhankar Gaur (hereinafter referred to as 'SHG' or 'the Party of the Fourteenth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include his heirs, executors, administrators and assigns) through father and natural guardian Shri Sameer Gaur, of the Fourteenth Part;
15. Smt. Rekha Dixit (hereinafter referred to as 'D1 or 'the party of the Fifteenth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include her heirs, executors, administrators and assigns) of the Fifteenth Part;

Shri चंद कलांडे

ML

Shravan Gaur

ML

Vinita Gaur

ML

ML

Sangar

Nandita

Sangar Sangar

Dixit

Rita




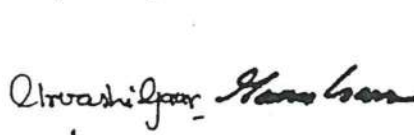

दिल्ली DELHI

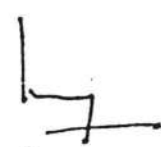



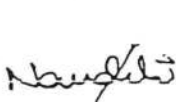
D 339606

16. Smt.Rita Dixit (hereinafter referred to as 'D2 or 'the party of the Sixteenth Part', which expression shall unless repugnant to the context or the meaning thereof, mean and include her heirs, executors, administrators and assigns) of the Sixteenth Part;

WHEREAS-

1. The parties to this memorandum constitute a Hindu Joint Family known as "Jaiprakash Gaur HUF" governed by Mistakshara Hindu Law of which Shri Jaiprakash Gaur is the Karta;
2. The said Hindu Joint Family is currently possessed of various immovable and moveable properties more particularly specified in the Part A of Schedule I and Part B of Schedule I respectively hereunder written;
3. The said Hindu Joint Family has no outstanding liabilities as on the date hereof;
4. The parties hereto desire to effect, from and after the Specified Date, a severance of the status of the said Hindu Joint Family so as not to remain joint and undivided thereafter and in pursuance thereof to effect a total partition by metes and bounds of all the properties of the Hindu Joint Family as then owned and possessed by it;
Explanation: The expression "Specified Date" shall mean such date (not being later than the expiry of twenty-five years from the date on which this Memorandum is executed by the parties) as may be determined by the Karta for the time being of the said Hindu Joint Family by executing a solemn declaration to that effect, which declaration and any subsequent modification

Shri चंद्रशेखर गौड़   

 Vinita Gaur    

thereof by the Karta for the time being, shall be registered under the Indian Registration Act, 1908

5. For that purpose, the parties have arrived at an oral understanding as to the manner in which the properties belonging to the said Hindu Joint Family shall be allotted to various parties as is more particularly specified hereinafter; and
6. The parties are desirous of recording the said oral understanding:

NOW THIS MEMORANDUM RECORDS THE ORAL UNDERSTANDING ALREADY ARRIVED AT AMONGST THE PARTIES HERETO AS FOLLOWS:

1. On the Specified Date as hereinafter defined, the parties shall effect a severance of the joint family status of the said Hindu Joint Family (presently consisting of the parties hereto), and shall effect a total partition of all the properties then owned and possessed by it, in metes and bounds of the Hindu Joint Family and coparcenary, amongst the parties in the manner as specified herein.
2. In so far as it relates to the immovable property specified in Part A of Schedule I hereunder written, the same shall be divided amongst S1, S2 and S3 in the manner set out in Schedule II hereinunder written, subject to JG and CKG having the full and unfettered right of residence therein, during their respective lives, without being obliged to pay or reimburse any item of cost or outgoing that may commonly relate to the said Immovable Property.
3. In so far as it relates to movable properties comprised in the properties then owned and possessed by the Hindu Joint Family, the parties have agreed to divide the same as under:
 - (a) Two Gold Bars of 1000 grams each, the details of which are more specifically set out in Item (1) to Part B of Schedule I, shall be allotted to D1;
 - (b) One Gold Bar of 1000 grams, the details of which are more specifically set out in Item (2) to Part B of Schedule I, shall be allotted to D2;
 - (c) The Specified Assets (as hereinafter defined) presently owned and possessed by the Hindu Joint Family shall be divided into seven equal parts and each such equal part shall be distributed to JPG, CKG, UMG, VSG, NSG, D1 and D2;
Explanation: The expression "the Specified Assets" shall mean-
 - i. 86150 (Eighty six thousand one hundred fifty only) shares presently owned and possessed by the said Hindu Joint Family in Jaypee Hotels Limited (JHL) bearing distinctive numbers as per details given in Schedule III;

Dr. चंद्र कल ओरि मर
mrh 1 Virita Gaur. 1 1
Nandita Sangar Sangar Dixit Rita
Sangar

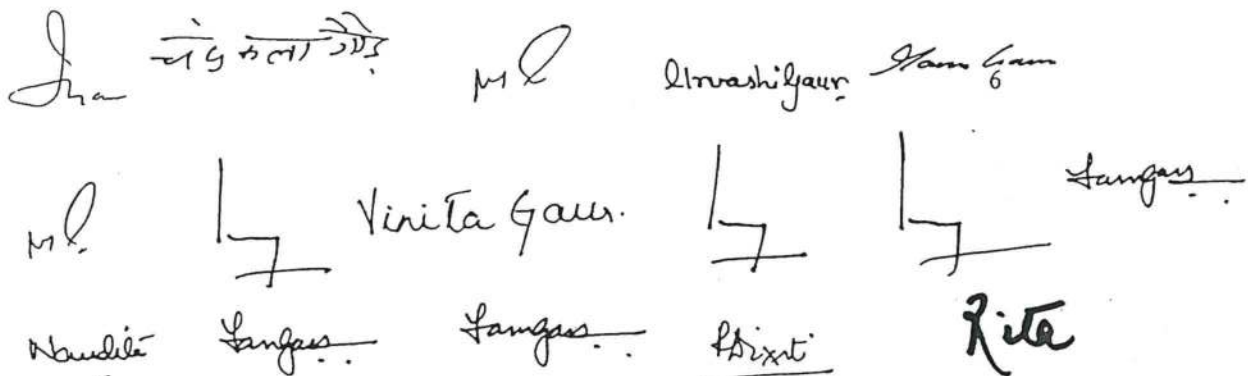
- ii. any accretion to the shares specified in clause (i) above on account of issue of any bonus shares or on account of sub-division in the par and/or paid-up value of the foregoing shareholding in JHL;
- iii. the shareholding in JHL into which such present shareholding may stand converted on account of consolidation of such par/paid-up value;
- iv. shares in any other company representing such present shareholding in JHL, as a result of any Amalgamation/Demerger/ Reconstruction that may in the future be effected in relation to JHL; and
- v. the amount representing the proceeds of sale or any other transfer that may in the future be effected by the said Hindu Joint Family in relation to the said present shareholding in JHL.

- it being the intent that the distribution specified in this sub-clause shall be so effected that all equities in relation to such present shareholding shall be taken into account while giving effect to such distribution and shall not in any manner be restricted or limited by the form in which such shares or accretions are reflected when the actual distribution is to be effected on or after the Specified Date; and

4. With respect to the gold bars referred to in paragraphs (a) and (b) of clause 3 above, the parties hereby agree and declare that –

- (a) The said gold bars shall be retained in the same form till the Specified Date;
- (b) The gold bars shall be properly deposited in two separate safe deposit vaults, one each for the bars referred to in paragraph (a) and paragraph (b) respectively, with a reputed bank and such safe deposit vaults shall be jointly operated by the Karta for the time being and D1 or D2, as the case may be;
- (c) The said gold bars shall not be sold, gifted, alienated or otherwise transferred till the Specified Date;
- (d) The said gold bars shall not be pledged, mortgaged, hypothecated or be subjected to any charge or lien or otherwise provided as a security in any manner whatsoever; and
- (e) The said gold bars shall be adequately insured at all times till the actual distribution thereof is completed.

5. Any other properties of the said Hindu Joint Family (not being liquid assets specified in clause (6) hereof) which may be the property of the said Hindu Joint Family on the Specified Date shall be allotted/divided equally amongst S1, S2, S3, D1, D2 and CKG to the end and intent that the shares of S1, S2 and S3 therein shall be divided per stripes amongst the respective members/coparceners of the Branch of the said S1, S2 and S3 and if any such property which is not capable of being physically divided, then and in that



 The document contains several handwritten signatures. At the top left, there is a signature that appears to be 'Jha' followed by some text in Hindi. To its right is a signature 'ML'. Further right is 'Anvashilgaur' and 'Hans Gaur'. Below these, there are more signatures: 'ML', 'Vinita Gaur.', 'Sangus.', 'Rita', and 'Dixit'. There are also some illegible signatures and marks.



7

event, the same shall be held by the respective members/coparceners in such proportion as accords with the provisions of the Hindu Law for the time being in force.


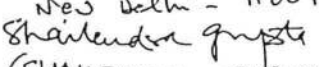
6. Any liquid assets (including without limitation any balance lying with any bank) which may be the property of the said Hindu Joint Family on the Specified Date shall be divided into seven equal parts and each such equal part shall be distributed to JPG, CKG, UMG, VSG, NSG, D1 and D2;
7. Each of the parties hereto shall, upon the partition being effected as aforesaid, release his/her interest in the properties allotted to the other parties.
8. On the Specified Date, the status of the Hindu Joint Family shall cease and the parties to whom the properties are allotted as aforesaid shall respectively become the owners of the immovable/movable properties allotted to them subject nevertheless to the terms of the Agreement amongst the parties hereto to effect in the future a partition as recorded hereby.
9. The parties shall do all that may be necessary or expedient and execute all documents, writings, etc. as may be necessary or expedient to give full effect hereto with utmost dispatch and shall refrain from doing anything inconsistent therewith;
10. The foregoing constitutes the entire record of the said oral agreement for partition and supersedes any previous understanding, arrangements, authorizations, whether or not reduced to writing, it being the intention that any variation of the terms hereof shall only be made and take effect only if and to the extent the parties hereto execute an agreement in writing modifying the terms hereof.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day and year hereunder written:

1. SIGNED AND DELIVERED by the within named Shri Jaiprakash Gaur
2. SIGNED AND DELIVERED by the within named Smt. Chandrakala Gaur

Jaiprakash Gaur
चिग क म 2017

Witness for All

1. 
(Suresh Kumar)
B-67 Sarvodaya Enclave
New Delhi - 110017.
2. 
(SHAIENDRA GUPTA)
3039, Sector 23, HUDA,
Gurgaon - 122017,
Haryana



3. SIGNED AND DELIVERED by the within named Shri Manoj Gaur

ML

⑧

4. SIGNED AND DELIVERED by the within named Smt. Urvashi M. Gaur

Urvashi Gaur

5. SIGNED AND DELIVERED by the within named Shri Manu Gaur

Manu Gaur

6. SIGNED AND DELIVERED by the within named Shri Manoj Gaur for and on behalf of Ms. Manika Gaur, a minor, as father and natural guardian

ML

7. SIGNED AND DELIVERED by the within named Shri Sunny Gaur

17

8. SIGNED AND DELIVERED by the within named Smt. Vinita S. Gaur

Vinita Gaur.


9. SIGNED AND DELIVERED by the within named Shri Sunny Gaur for and on behalf of Ms. Gauri Gaur, a minor, as father and natural guardian

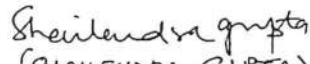
17

10. SIGNED AND DELIVERED by the within named Shri Sunny Gaur for and on behalf of Ms. Shivangi Gaur, a minor, as father and natural guardian

17

Witness for All

1. 
(Suresh Kumar)
B-67 Sarvodaya Enclave
New Delhi - 110017

2. 
(SHAIENDRA GUPTA)
3039, Sector 23, HUDA,
Gurgaon - 122017, Haryana



11. SIGNED AND DELIVERED by the within named Shri Sameer Gaur
12. SIGNED AND DELIVERED by the within named Smt. Nandita S. Gaur
13. SIGNED AND DELIVERED by the within named Shri Sameer Gaur for and on behalf of Master Siddhant Gaur, a minor, as father and natural guardian
14. SIGNED AND DELIVERED by the within named Shri Sameer Gaur for and on behalf of Master Shubhankar Gaur, a minor, as father and natural guardian
15. SIGNED AND DELIVERED by the within named Smt. Rekha Dixit
16. SIGNED AND DELIVERED by the within named Smt. Rita Dixit

Sameer

Nandita

Sameer

Sameer

R. Dixit

Rita

Witness for All

1. *[Signature]*
(Suresh Kumar)
B-67 Servodaya Enclave
New Delhi - 110017.
2. *Shailendra Gupta*
(SHAIENDRA GUPTA)
3039, Sec. 23, HUDA,
Gurgaon 122017,
Haryana



10

SCHEDULE - I

[See Recital 2, clauses (2), 3(a) and 3(b)]

Particulars of Movable and Immovable Properties owned by Jaiprakash Gaur HUF as on 18/08/2007.

PART - A

IMMOVABLE PROPERTY

Land admeasuring 1216 sq. yards registered under no. 11646 bearing sl.no. 327 in additional Book No. I on pages 66-67 on 18/08/2000 situated at A-9/27, Vasant Vihar, New Delhi - 110 057 along with a building situated thereon admeasuring 20,450 sq. ft. built up area known as Chandra Sadan, A-9/27, Vasant Vihar, New Delhi - 110 057 and comprising of Basement, Ground Floor plus two upper floors.

PART - B

MOVABLE PROPERTIES

Sr.No.	Particulars
1.	(Two Gold Bars of 1000 gms each)
2.	(One Gold Bar of 1000 gms)
3.	86150 (Eighty six thousand one hundred fifty only) Equity Shares of Face Value of Rs. 10/- each in Jaypee Hotels Ltd. Bearing distinctive Nos. as per details given in Schedule III
4.	Balance in Savings Bank Account with Bank of Baroda, Basant Lok, Vasant Vihar, New Delhi -110057 branch, Saving Bank Account No. 3167

Ja

सिंह गौर

ml

Urvashi Gaur

Manu Gaur

ml

17

Vineta Gaur.

17

17

Sangus

Nandini

Sangus

Sangus

Sixt

Rita



Sr.No.	Description of the Movable Property	Distributed to the member within mentioned subject to the terms of this Deed
1.	Ground Floor of the Building known as Chandra Sadan, A-9/27, Vasant Vihar, New Delhi – 110 057	S1
2.	First Floor of the Building known as Chandra Sadan, A-9/27, Vasant Vihar, New Delhi – 110 057	S2
3.	Second Floor of the Building known as Chandra Sadan, A-9/27, Vasant Vihar, New Delhi – 110 057	S3
4.	All other common areas including but not limited to : Basement, Staircase, Entrance Lobby, Powder Room, Lift, Terrace including Gazibos(2 nos.), Laundry room, Boiler, Transformer, AC Plant, Solar Heater, Filter Plant, Oyerhead Tank, Toilet etc. of the said building	Equal undivided interest distributed to : (i) S1 (ii) S2 (iii) S3

11

SCHEDULE - III

Details of 86,150 equity shares of Jaypee Hotels Limited

JAI PRAKASH GAUR(HUF)
A-9/27 VASANT VIHAR
NEW DELHI 110057

Stcertno	Noofcert	Stdlistno	shares	LastDistno	Paid Up Date
722	1	2517551	50	2517600	31-MAR-1991
3993	3	2681101	150	2681250	31-MAR-1991
3996	3	2681251	150	2681400	31-MAR-1991
4327	1	2697801	50	2697850	31-MAR-1991
4595	3	2711201	150	2711350	31-MAR-1991
4598	3	2711351	150	2711500	31-MAR-1991
7141	3	2838501	150	2838650	31-MAR-1991
8446	3	2903751	150	2903900	31-MAR-1991
8460	4	2904451	200	2904650	31-MAR-1991
16820	2	3322451	100	3322550	31-MAR-1991
25608	1	3761851	50	3761900	31-MAR-1991
38990	1	3834451	50	3834500	31-MAR-1991
38835	3	3841701	150	3841850	31-MAR-1991
38838	3	3841851	150	3842000	31-MAR-1991
40369	2	3918401	100	3918500	31-MAR-1991
41418	4	3970851	200	3971050	31-MAR-1991
42413	22	4020601	1100	4021700	31-MAR-1991
43269	1	4063401	50	4063450	31-MAR-1991
43274	1	4063651	50	4063700	31-MAR-1991
44001	2	4100001	100	4100100	31-MAR-1991
44411	1	4120501	50	4120550	31-MAR-1991
46764	2	4238151	100	4238250	31-MAR-1991
48052	5	4302551	250	4302800	31-MAR-1991
48334	4	4316651	200	4316850	31-MAR-1991
54788	1	4639351	50	4639400	31-MAR-1991
55104	16	4655151	800	4655950	31-MAR-1991
55652	1	4682551	50	4682600	31-MAR-1991

12

Jai Prakash Gaur

विश्वेश्वर गौर

Virishesh Gaur

Nandini Sangar Sangar Sangar Dixit Rita



(12A)

Stcertno	Noofcert	Stdistno	shares	LastDistno	Paid Up Date
57039	1	4751901	50	4751950	31-MAR-1991
57272	1	4763551	50	4763600	31-MAR-1991
58036	1	4801751	50	4801800	31-MAR-1991
58041	6	4802001	300	4802300	31-MAR-1991
58770	1	4838451	50	4838500	31-MAR-1991
58772	1	4838551	50	4838600	31-MAR-1991
58773	1	4838601	50	4838650	31-MAR-1991
58788	1	4839351	50	4839400	31-MAR-1991
58793	1	4839601	50	4839650	31-MAR-1991
58975	1	4848701	50	4848750	31-MAR-1991
59061	18	4853001	900	4853900	31-MAR-1991
59964	2	4898151	100	4898250	31-MAR-1991
60858	1	4942851	50	4942900	31-MAR-1991
62441	1	5022001	50	5022050	31-MAR-1991
62759	1	5037901	50	5037950	31-MAR-1991
64029	18	5101401	900	5102300	31-MAR-1991
64258	2	5112851	100	5112950	31-MAR-1991
64554	1	5127651	50	5127700	31-MAR-1991
66720	1	5235951	50	5236000	31-MAR-1991
68064	2	5303151	100	5303250	31-MAR-1991
68524	1	5326151	50	5326200	31-MAR-1991
285774	1	5501401	77000	5578400	31-MAR-1991
21244	2	3543651	100	3543750	31-MAR-1991
41301	12	3965001	600	3965600	31-MAR-1991
45294	3	4164651	150	4164800	31-MAR-1991
48339	4	4316901	200	4317100	31-MAR-1991
58782	1	4839051	50	4839100	31-MAR-1991
62723	1	5036101	50	5036150	31-MAR-1991
67002	1	5250051	50	5250100	31-MAR-1991
Total Shares			86150		

J. P. ...

21/5/91

ml

Dr. Vashi Gaur. Nam Gaur

ml

7

Vinita Gaur.

7

7

Sangar.

Nandita

Sangar.

Sangar.

P. Dixit

Ria