

Mrs. Rashmi Ranjan / 567/108  
V-18/11

1894300



उत्तर प्रदेश UTTAR PRADESH



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### CONVEYANCE DEED

Premises No:	V-18/1
Village/city:	Jaypee Greens, G-Block Surajpur Kasana Road, Greater Noida, U.P.-201306.
Covered area	429.61 Sqm. (4624.32 Sqft.)
Transaction value	Rs. 3,78,85,986/-
Stamp duty paid	Rs. 18,94,300/-

THIS DEED OF CONVEYANCE executed on this [ 28 ] day of [ December ], 200 8 between:



PK Jain

Rashmi



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Jaiprakash Associates Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at Sector - 128, Noida - 201304, through its Authorised Signatory Mr. Pawan Kumar Jain S/o. Late. Sh. Sumat Prasad Jain R/o C-7/2, Vasant Vihar, New Delhi-110057, duly authorised by the Executive Chairman of the Company, through Power of Attorney Dated 27.05.2008 (hereinafter referred to as the "**VENDOR**", which term shall, unless repugnant to or inconsistent with the context, mean and include its successors, administrators, liquidators, and permitted assigns) and the Deed is presented by Sh. Rajeev Goyal S/o. Sh. S. C. Goyal R/o. 321, Golfvista Apartments, Sector-Alpha-II, Greater Noida, Distt. Gautam Budh Nagar (UP) as Authenticated Attorney on behalf of "**VENDOR**". The Authenticated Attorney is registered vide Bahi No-6, Jild No.-1, Pages-90 to 91, Document No.-12 Dated 10.06.2008 with Sub-Registrar's Office, Gautam Budh Nagar (U.P.) of the **ONE PART**;

**AND**

Mrs. Rashmi Rustagi W/o Sh. Pankaj Rustagi R/o 11, Vigyan Vihar, Delhi-110092 (Hereinafter referred to as the "**VENDEE**") which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her legal representatives, successors, executors, nominees and assignees of the **OTHER PART**.



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**WHEREAS:**

- (i) The Vendor is seized and possessed of plots of land situated in G-Block Surajpur Kasana Road, Greater Noida measuring 222.42 acres, 215.38 acres and 14.4565 acres fully described in the SCHEDULE OF LAND (SCHEDULE-B) written hereunder (hereinafter referred to as **Jaypee Greens**) granted by the Greater Noida Industrial Development Authority ("GNIDA") on leasehold basis vide three separate Lease Deeds viz.
- (a) Lease Deed dated June 8, 2000 in respect of 222.42 acres of land executed between GNIDA and M/s. Mussoorie Hotels Limited (now known as Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Buddha Nagar in Book No. 246 at pages 1019 - 1052 at Sl. No. 2936 on 08.06.2000;
- (b) Lease Deed dated June 8, 2000 in respect of 215.38 acres of land executed between GNIDA and M/s. Mussoorie Hotels Limited (now known as Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 246 at pages 1053 - 1086 at Sl. No. 2938 on 08.06.2000; and
- (c) Lease Deed dated May 18, 2001 in respect of 14.4565 acres of land executed between GNIDA and Jaypee Greens Limited (now known as Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Buddha Nagar in Book No. 331 at pages 393 - 428 at Sl. No. 3178 on 18.05.2001



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उत्तर प्रदेश UTTAR PRADESH

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(hereinafter collectively referred to as the "Lease Deeds")

- (ii) The Vendor has developed a part of the said Leased Land by way of construction of various residential units and services like access roads, water supply, sewerage and drainage systems, electricity cable network etc and their connectivity to the individual residential Estate Homes, Villas, Town home, Apartments and other buildings after obtaining requisite permissions from the concerned authorities in accordance with the provisions of Greater Noida Industrial Development Area Building Regulations, 2005 and upon completion thereof obtained the Occupation Certificate from the concerned authorities.
- (iii) On an Application made by the Vendee for Allotment of Villa in the Vendor's standard format and upon the Vendee agreeing to abide by the Standard Terms and Conditions of Allotment (hereinafter referred to as the "Standard Terms") of the said Villa, the Vendor had provisionally allotted to the Vendee, Villa as is fully described in the SCHEDULE OF PROPERTY (SCHEDULE-C) written hereunder and also located as per the Location Plan and constructed as per the Building Plan as per ANNEXURE, and hereinafter referred to as the "Demised Premises".
- (iv) Pursuant to the execution of the said Standard Terms and the fulfillment of the conditions of payment of Consideration mentioned therein, the Vendor has agreed to transfer the rights, title and interest in the Demised Premises of the Vendor as enumerated in this Conveyance Deed and execute this Deed of Conveyance for the said transfer of title of the Demised premises to the Vendee and the Vendee has agreed to acquire the same on the terms and conditions more particularly described herein.



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**NOW THEREFOR, THIS CONVEYANCE DEED WITNESSETH AS UNDER:**

1. That in consideration of the Vendor having received from the Vendee the Sale Consideration of Rs. 3,78,85,986 /-(Rupees Three Crores Seventy Eight Lacs Eighty Five Thousand Nine Hundred Eight Six Only), the receipt whereof the Vendor hereby acknowledges and admits, towards full and final consideration, the Vendor doth, subject to the terms and condition of the Lease Deeds, hereby grant, convey, transfer, assure and assign unto the Vendee all its rights, title and interest in the Demised Premises, fully described in the SCHEDULE OF PROPERTY written hereunder, together with the liberties, privileges, easements, benefits and advantages, right of user of paths, passages and services, to the Demised Premises or any part thereof, belonging to or in any way appertaining thereof or usually held, used, occupied or enjoyed or reputed or known as part and parcel thereof appurtenant thereto and to have and to hold the same unto and to the use of the Vendee, his/her /their successor and assigns, heirs, executors, administrators, absolutely unto the Vendee who shall be entitled to hold possess, enjoy or alienate the same in accordance with and subject always to the terms and conditions of the said Leased Deeds and subject to the exceptions, reservations, conditions and covenants hereinafter contained.



*J. K. Jain*

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That the Vendee is aware that the Demised Premises has been constructed with such area as is required to be counted towards calculation of the Floor Area Ratio (known as FAR area) as is specified in the Schedule of Property - Schedule C hereunder; and that the area mentioned in the Schedule of Property - Schedule C hereunder as the FAR area is the maximum FAR area which the Vendee is entitled and which by the terms of this Deed has been assigned and shall always be deemed to be entitled on the piece of land on which the Demised Premises has been constructed.

That the Vendor hereby reserves the right of further construction of the remaining FAR, over and above the FAR area as specified in the **Schedule of Property - Schedule C** written hereunder, that is presently available and / or additional FAR that may be available from time to time on the plot of land on which the Demised Premises is located. That the Vendee shall have no right of construction of such remaining / additional FAR on the land on which the Demised Premises is situated.

2. That the vacant physical possession of the Demised Premises has already been handed over by the Vendor to the Vendee. Hereafter, the Vendee shall peaceably and quietly continue with the possession and enjoy the same in accordance with the terms and conditions mentioned herein without any let, hindrance, interruption or disturbance from the Vendor or from any Person in any manner whatsoever.



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3. VENDOR COVENANTS WITH THE VENDEE AS UNDER

- 3.1. That the Vendor hereby covenants and assures the Vendee that it has good right, full powers and absolute authority to grant, convey, transfer and assign all its right, title and interest in the Demised Premises which is being conveyed, transferred and assigned, and assured unto the Vendee that the Demised Premises is free from all encumbrances, subject to however the terms of the Lease Deeds and the terms hereof. It shall be lawful for the Vendee to enter into and upon the Demised Premises and hold and enjoy the same and every part thereof with all appurtenances whatsoever and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the Vendor, provided however, the Vendee performs and observes its part of obligations written hereunder and as well as stipulated in the said Lease Deeds.
- 3.2. That the Demised Premises shall comprise of the structure constructed as per the Building Plan attached hereto as Annexure and, subject to the terms of the Lease Deeds and to the extent permitted by it, the proportionate, undivided, indivisible and impartible right and interest in the portion of Leased Land underneath, as demarcated in the Building Plan as attached hereto as Annexure. The said interest in the portion of Leased Land underneath, so demarcated, not being alienable / transferable separately and always remaining attached to the Demised Premises and being a part of the Demised Premises.
- 3.3. That the said proportionate, undivided, indivisible and impartible right and interest in the portion of Leased Land underneath the Demised Premises, is subject to change and fluctuation with the variation in the number of floors in the particular building in which the demised premises is situated.
- 3.4. For the purposes of this Deed  
"Common Area" shall mean area under the common staircases, circulation areas, common walls, shafts, corridors, lobbies, stilts, meter rooms, passages, canopies, refuge areas, mumty, machine room, guard room, maintenance rooms, common pantries, common toilets and area under common services etc as the case may be.  
  
"Super Area" shall mean the built-up area of the Demised Premises inclusive of the area under the periphery walls, area under columns and walls within the Demised Premises, half of the area of the wall common with other premises adjoining the Demised Premises, area under cupboards, plumbing shafts / lift shafts of the Demised Premises, total area of the balconies, 50% of the area of terraces; and the proportionate share of the Common Areas.  
  
"Plan" includes the Location Plan, Layout Plan for construction and development of Jaypee Greens as a whole as approved by the appropriate Governmental Authority. The development / Layout Plans are of tentative nature and are likely to be varied / modified at the time of development of the remaining part of Jaypee Greens as and when so desired by the Vendor / GNIDA.
- 3.5. That notwithstanding that a portion of the Common Area has been considered for the purpose of calculation of the Super Area of the Demised Premises, it is



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specifically agreed that only the area inside the Demised Premises is being conveyed to the Vendee on the terms herein and the Vendee shall not have any right, title or interest in the Common Areas in any manner whatsoever except the right of user as provided herein.

- 3.6 That the Vendor has already paid the premium amount for the Leased Land and lease rent on the prevailing rate to GNIDA till date and shall pay the lease rent for the balance lease period. Hereafter, the Vendee shall be liable to pay any increase in lease rent beyond what has been provided for in the Lease Deeds, and all other taxes, levies, etc. in respect of the Demised Premises in the manner written hereunder.

4. THE VENDEE COVENANTS WITH THE VENDOR AS UNDER:

- 4.1 That the Vendee has entered into a separate maintenance agreement (the "**Maintenance Agreement**") with the Vendor / designated Maintenance Agency (the "**Designated Maintenance Agency**"), in accordance with the provisions of applicable Law, for the maintenance of common areas and facilities at Jaypee Greens. The Vendee shall abide by the terms and conditions of the Maintenance Agreement.
- 4.2. That the Vendee shall abide by the terms and conditions of the Lease Deeds and all Laws as may be applicable to the Demised Premises including *inter alia* all regulations, bye-laws, directions and guidelines of GNIDA framed / issued under the provisions of the Uttar Pradesh Industrial Development Act, 1976 and Rules made thereunder. The Vendee shall enjoy the Demised Premises during the term of the said Lease Deeds and shall also perform, observe all terms and conditions thereof with effect from the date of possession. The Vendee shall pay all / any increase in the premium or rate of lease rent whether retrospective or prospective on prorata basis as and when so applicable and/or demanded by the Vendor / GNIDA / **Designated Maintenance Agency**.
- 4.3 That the Vendee shall pay, from the date of possession or upon expiry of 30 days from the date of despatch of Notice of Possession, which ever is earlier, all such maintenance and replacement charges ("**Maintenance Charges**") as may be intimated to the Vendee by the Vendor or by **Designated Maintenance Agency** in this regard. Upon the timely and due payment of **Maintenance Charges**, as per the terms of the **Maintenance Agreement** signed by the Vendee with the Vendor / **Designated Maintenance Agency**, the Vendee shall have the right to use the Common Areas and common facilities applicable to the Demised Premises.
- 4.4 That all taxes, dues, demands, charges, duties etc, if any, levied or leviable in respect of the Demised Premises by the Government or other concerned Local Authorities shall be payable and be paid by the Vendee with effect from the date of possession of the Demised Premises to the Vendee. The Vendor or **Designated Maintenance Agency** shall be entitled to collect the said taxes, dues, demands, charges, duties etc. on pro rata basis from the Vendee so long each residential unit is not separately assessed for such purposes.
- 4.5 That without prior written permission from the Vendor, the Vendee agrees not to



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demolish or cause to be demolished any structure of the Demised Premises or any portion of the same and shall also not make or cause to be made any additions or alterations of any nature whatever in the same or in any part thereof. The Vendee further agrees not to alter the layout, design, elevations and colour scheme of the external facade of the Demised Premises in any manner whatsoever.

- 4.6 That the Vendee shall not remove any walls of the Demised Premises including load bearing walls and all the walls/structures of the same, wherever applicable, shall remain common between the Vendee and Owners of the adjacent Residential Units.

5. **Representations and Warranties of the Vendee**

- 5.1. That the Vendee, prior to execution of this deed, has applied for Allotment of the Demised Premises from the Vendor after satisfying and understanding about the implications of the restrictions, covenants etc mentioned in the Lease Deeds as well as other Laws applicable to the Leased Land and the Demised Premises.
- 5.2. That the Vendee has inspected the site, the Plans, ownership records, the Lease Deeds and other documents relating to the title and all other details of the Demised Premises that the Vendee considers relevant for the transaction contemplated herein. The Vendee has satisfied himself/herself about the right, title and capacity of the Vendor to deal with the Demised Premises and the Leased Land and has understood all the limitations and obligations thereof.
- 5.3. That the Vendee has all necessary power, authority and capacity to bind himself/herself to this Conveyance Deed, and to perform his/her obligations herein.
- 5.4. That the Vendee acknowledges and understands that the Demised Premises is located near, adjacent to or borders upon a golf resort, sports complex, etc. and that construction, post-construction and normal operational activities on the golf resort, sports complex, etc. may be different than those normally associated with a residential neighbourhood. Therefore, the Vendee agrees and undertakes that the Vendee shall not object to and shall not interfere, in any way, with the establishment, construction, re-development, renovation and/or operation of the golf resort, sports complex, etc. and / or residential, commercial, institutional, recreational and other developments / activities as may, from time to time be undertaken by the Vendor, members of the golf resort, sports complex, etc. or other persons permitted to enjoy the facilities at Jaypee Greens. The Vendee further agrees to and shall not object to and shall not interfere, in any way, with the entering upon the Leased Land by the Vendor, members of the golf resort, sports complex, etc. or other persons permitted to enjoy the facilities at Jaypee Greens as may be required for the purpose of utilisation of the facilities at Jaypee Greens, construction and/or development and / or operation of the golf resort, sports complex, etc. and/or residential, commercial, institutional, recreational and other developments undertaken by the Vendor at Jaypee Greens.
- 5.5. That the Vendee confirms that the Vendee is aware of the inherent risks and hazards involved in occupation of a residential property located on or about a golf resort, sports complex, etc. and agrees not to hold the Vendor and / or any of its



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employees, representatives, agents, etc. and /or any member(s) / player(s) of the golf resort, sports complex, etc. responsible for any damage and / or injury, of whatsoever nature, which may be caused by a flying golf ball or otherwise to his person and / or to his property and / or to the person and / or property of any of his co-inhabitant(s) and / or any of his / their guest(s) at Jaypee Greens.

That the Vendee further agrees and undertakes to indemnify and keep the Vendor, its employees, representatives, agents, etc. and / or the members / players of at Jaypee Greens indemnified against any action whatsoever which may be brought against them by his co-inhabitant(s) and / or his guest (s) and / or the guest (s) of his co-inhabitant (s) for any loss, damage or injury which may be suffered by them to their person or to their property, due to such flying golf ball(s) or otherwise.

5.6. That the Vendee shall observe, perform and abide by all the rules and regulations as may be made applicable from time to time by the Vendor in relation to the Demised Premises and in general, in relation to Jaypee Greens, for the time being or as may be made applicable by the Vendor including but not limited to those set out in SCHEDULE-A written hereunder.

5.7. That the Vendee understands and acknowledges that the Vendor shall be entitled to construct and / or install such other buildings and / or such other things as may be decided by the Vendor on the Leased Land including but not limited to sidewalks, pavements, sewers, water mains, other local improvements, as may from time to time be deemed necessary by the Vendor.

That the Vendee has reviewed the Plans and has been made aware of and accepts that the Plans are tentative and that there may be variations, deletions, additions, alterations made either by the Vendor as it may in its sole discretion deems fit and proper, or by or pursuant to requirements of a Governmental Authority, which alterations may involve changes, including change in the surroundings of the Demised Premises, change in the number of units, change in the height of the buildings, change in number of buildings, change in the nature of usage of the buildings, etc. and the Vendee hereby gives his consent to such variations, additions, deletions, alterations and modifications as aforesaid (the "Permitted Alterations").

That the Vendee further agrees that nothing herein shall be construed to provide the Vendee with the right to prevent the Vendor from:

- (i) constructing or continuing with the construction of the other building(s), Estate Homes / Villas / Townhomes / Apartments or other structures in the area adjoining the Demised Premises;
- (ii) putting up additional constructions, residential, commercial or of any other kind at Jaypee Greens;
- (iii) amending / altering the Plans as defined above.

5.8 That the Vendee agrees that since Jaypee Greens contains premises and buildings occupied by other persons whose rights would be adversely affected and/or the credibility of the Vendor and marketability of its properties at Jaypee Greens would be adversely affected if the acts mentioned in Schedule A herein are done or not



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done, as the case may be, the Vendee hereby agrees to do or not to do, as the case may be, the acts set forth in Schedule - A.

- 5.9 That the Vendee shall, at his own cost, keep the Demised Premises, its walls and partitions, pipes and appurtenances thereto or belonging thereto, in good and tenantable state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of or pertaining to the Demised Premises is not in any way damaged or jeopardized.
- 5.10 That the Vendee agrees to be bound by and fully abide by the covenants in the Lease Deeds that applies to it as a transferee of the Demised Premises and to comply/ to ensure compliance with all requirements of applicable Law in this regard.
- 5.11 That the Vendee agrees that in case of the Vendee allowing the use and / or occupation of the Demised Premises by a person other than the Vendee, the Vendee shall ensure that all obligations, liabilities and responsibilities devolving upon him under this Conveyance Deed, shall be complied with by the new occupier as part and parcel of the terms and conditions of the agreement with the said new occupier.
- 5.12 That the Vendee agrees to sign all such applications, papers and documents and do all such acts, deeds and things as the Vendor may reasonably require for safeguarding the interest of the Vendee and/or the Vendor, as the case may be.

6. INDEMNITY OF THE VENDEE:

- 6.1. That the Vendee undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep the Vendor its employees, representatives, agents and / or member / players at Jaypee Greens harmless and indemnified of all claims / actions, as may be brought by the Vendee / his co-inhabitants / his guests or any person claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by the Vendor on account of any act or omission by the Vendee in this regard.
- 6.2. That the Vendee hereby further assures and undertakes to observe and perform all the covenants and conditions contained herein including the terms and conditions of Lease Deeds, and to keep the Vendor and its representatives, estate and effects, indemnified to the fullest extent from all or any actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorney's fees and disbursements, reimbursements and reasonable out of pocket expenses) relating to or arising out of:
- (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Vendee herein;
  - (ii) any other conduct by the Vendee or any of its representatives as a result of which, in whole or in part, the Vendor or any of its representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;



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- (iii) any action undertaken by the Vendee, or any failure by the Vendee to act when such action or failure to act is a breach of the terms and conditions herein;
- (iv) any action or proceedings taken against the Vendor in connection with any such contravention or alleged contravention by the Vendee.

6.3 That in case of any breach/default of the terms and conditions of this deed by the Vendee, the Vendor may, at its sole discretion, issue a written notice calling upon the Vendee to rectify the breach/default within such period as may be prescribed under the said notice. The Vendee, immediately upon notice of such breach/default shall be under an obligation to rectify/ remove the breach/default within the said Cure Period and inform the Vendor of such rectification or removal of breach/default by a written notice failing which the Vendee shall be liable for all consequences that may follow because of such breach/default of the Vendee.

## 7. MISCELLANEOUS

- 7.1. That the Vendee is liable to pay and bear all expenses towards the cost of stamp duty, registration and other legal and incidental expenses for the execution and registration of this Conveyance Deed.
- 7.2. **Notice:** All notices to be served as contemplated herein shall be deemed to have been duly served if sent by one Party to the other by Registered A.D. Post at the respective address (es) specified hereinabove or at the Demised Premises and it shall be the responsibility of the Vendee to inform the Vendor by a Registered A.D. Post letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first registered address will be deemed to have been received by him.
- 7.3. That in the event there are joint Vendees, all communications and notices shall be sent by the Vendor to the first Vendee at the address specified hereinabove, which shall for all purposes be considered as served on all the Vendees and no separate communication shall be necessary to the other named Vendee(s). All notices and other communication required to be sent by the Vendee to the Vendor shall be sent by the Vendee to the registered office of the Vendor as specified in the term "Vendor" in this Conveyance Deed.
- 7.4. That the Vendor shall notify any change in the registered office address to the Vendee.
- 7.5. **Subsequent Sales:** That the Vendee is aware that in terms of the said Lease Deeds, the Vendee/its transferee shall not sell, transfer or otherwise dispose of the Demised Premises at any time in future to any third party without obtaining a prior consent from the GNIDA. Any Transfer charges payable to GNIDA and any other administrative or other charges, duty, taxes, levies payable to any concerned authority / body / agency/Vender, as the case may be, shall also be borne and be paid by the Vendee alone.

That all sale, transfer or other disposal of the Demised Premises by the Vendee to



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any Person (the "Proposed Transferee"), shall also require prior written consent of the Vendor, which the Vendor may give on such terms and conditions including *inter alia* those relating to payment for administrative charges for permitting such substitution. The Vendor shall grant the consent only after all the dues, payable to the Vendor and /or to the designated Maintenance Agency, are paid for in full. No administrative charges shall, however, be payable in the case of succession of the Demised Premises to the legal heirs of the Vendee.

That the Proposed Transferee shall be bound by the terms and conditions of the Lease Deeds and those contained herein, and shall furnish an undertaking to that effect.

- 7.6. That this Conveyance Deed constitutes the entire terms and conditions with respect to the sale of the Demised Premises to the Vendee and supersedes all prior discussions and arrangements whether written or oral, if any, between the Vendor and the Vendee relating to the Demised Premises.
- 7.7. **Governing Law and Jurisdiction:** That this Conveyance Deed shall be governed and interpreted by and construed in accordance with the Laws of India.
- 7.8. **Severability:** That if any provision or any part of the provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
- 7.9. That the provisions of this deed shall be subject to the terms and condition written in the said Lease Deeds viz. Lease Deed dated 8<sup>th</sup> June 2000 for 222.42 acres of land, Lease Deed dated 8<sup>th</sup> June 2000 for 215.38 acres of land and Lease Deed dated 18<sup>th</sup> May 2001 for 14.4565 acres of land and the Vendee has undertaken to abide by the terms thereof at his own cost and expenses.

#### SCHEDULE- A

The Vendee agrees that since the Leased Land contains premises and buildings occupied by other Persons whose rights would be adversely affected and/or the credibility of the Vendor and marketability of its properties at Jaypee Greens would be adversely affected if the acts mentioned hereinbelow are done or not done, as the case may be, the Vendee hereby agrees to do or not to do the following acts:

1. Not to use the Demised Premises for the purpose of any trade, business, employment, service or manufacture of any description, nor as a hotel, apartment house, rooming house or place of public resort, nor for any other purpose other than as private residence for the use of one family only to each dwelling unit, nor shall anything be done or permitted upon the Demised Premises / Leased Lands that shall be a nuisance to the occupants of any neighbouring property.



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2. Without prior written permission from the Vendor, not to erect or permit to be erected any tents, trailers, shacks, tanks or temporary or accessory buildings or structures.
3. Without prior written permission from the Vendor not to fix or place to the exterior of the Demised Premises, any aerial, antenna, antenna poles/masts, citizen/amateur band antenna.
4. Not to place or affix any clothesline, drying rack or similar device at such a position so that the same is visible from any road, golf course or to public view.
5. Not to use any portion of the Demised Premises which is visible from outside, as a drying or hanging area for laundry of any kind.
6. Not to do anything or maintain in or outside the Demised Premises or the common areas, anything which may become unsightly or a nuisance at Jaypee Greens. In the event of a dispute, the decision of Head of Operations of Jaypee Greens shall be final & binding.
7. Not to display any signage to the public view on or outside the Demised Premises, except one name plaque at the main entrance in such colour & of dimensions as may be prescribed by the Vendor from time to time.
8. Not to permit growth or maintenance of any weeds or other unsightly growth upon any Residential Unit and not to place or allow to be placed in public view in the Demised Premises or outside, any refuse or unsightly object.
9. To maintain or cause to be maintained, the Demised Premises, structures thereon, improvements, appurtenances, etc. in a safe, clean, orderly, painted and attractive condition. To ensure that all lawns and landscaped areas are maintained in a neat & orderly condition.
10. Without prior written permission of the Vendor, not to erect, maintain or use on the Demised Premises or common area(s), any basketball board or other similar recreational equipment, either permanent or temporary.
11. Without prior written permission of the Vendor, not to permanently enclose or convert to other use any driveways, parking lots, etc.
12. Without prior written permission of the Vendor and the applicable Governmental Authorities, not to cut down or remove a living tree. If any such tree is cut down, destroyed or removed, the same shall be replaced by a similar tree at the cost and expense of the Vendee.
13. Not to keep or permit keeping at the driveway area of the Demised Premises, any trash, garbage or other waste materials. To ensure that all waste shall be kept in garbage bins, which shall be kept in a neat condition & screened from public view. The garbage bins may not be placed outside the driveway area of any Residential Unit except for a reasonable period for the garbage pickup to be accomplished. To ensure that all trash, garbage & their containers are animal proof.



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14. To ensure that all equipment for swimming pool (wherever provided) such as pool water heaters, etc. if installed, shall be below the ground level and must be concealed from public view by the Vendee at his own cost and expense.
15. Not to raise, breed or keep in the Demised Premises, any animal, livestock or poultry of any kind, except normal domesticated household pets such as dogs or cats. To ensure that the pets are leashed at all times while on any area outside the Demised Premises. Pets shall not be permitted on such areas as may be notified from time to time. Each pet owner shall be responsible for the removal & disposal of their pets body waste. Any pet, which becomes a reasonable source of annoyance to other residents at the Golf Resort, may be ordered to be removed by the Vendor and the Vendee confirms that he shall have no objection to such removal. No reptiles, amphibians or livestock may be kept in or on any Demised Premises.
16. Not to increase the Demised Premises in size by filling in any water retention/lakes/drainage area on which it abuts. The Vendee shall not change or attempt to change the designs & the dimensions of these water retention/ lakes/drainage areas.
17. To ensure that all utility lines & wirings, including but not limited to, electrical lines, cable television lines, telephone lines, water & sewerage located within the Demised Premises shall be located underground / sub-surface or in a shaft.
18. No Residential Unit may be split or subdivided in any manner by the Vendee, and any sale/transfer by the Vendee must include the entire lot.
19. No Commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four wheeled passenger automobiles, non-commercial vans shall be placed parked or stored in the Demised Premises or in the common areas for a period of more than 8 hours
20. Not to operate motorboats in or upon any ponds or watercourses located at Golf Resort, or take any action that may be harmful to the environment.

The Vendee agrees that the Vendor may at its sole and absolute discretion alter, waive or modify any of the foregoing and other restrictions so long as their substantial character is maintained.

#### **SCHEDULE OF LAND (SCHEDULE - B)**

ALL THOSE plots of land measuring approx. 222.42 acres, 215.38 acres and 14.4565 acres in complex known as "Jaypee Greens" located in sectors 19,25,26 and 31 of Greater Noida City and situated at G - Block, Surajpur Kasna Road, Greater Noida - 201306, U.P. or thereabouts and bound as under:

At or towards the EAST: Sector-31, Swarna Nagri, 60m wide road  
At or towards the WEST: sector-Alpha-I, 105mtr. City arterial road  
At or towards the NORTH: Sector-27, 60mtr. Wide road  
At or towards the SOUTH: NRI City, Knowledge Park-I.80m wide road.



*A K T*

*Rashmi*





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**SCHEDULE OF PROPERTY (SCHEDULE - C)**

ALL THAT Villa No. 18/1, having a Super Area of. 528.85 Sq. Mtrs. (5692.63 Sq. ft.) or thereabouts and FAR area of 429.61 Sq. Mtrs. (4624.32 Sq. ft.) or thereabouts constructed on land measuring approx. 81.77 acres forming part of Schedule 'B' land, known as Jaypee Greens, at G - Block, Surajpur Kasma Road, Greater Noida - 201306, U.P. along with the undivided, indivisible and impartible interest in the part of leasehold land and as demarcated on the Location/Building Plan and bound as under:

At or towards the EAST :}  
At or towards the WEST :}  
At or towards the NORTH :}  
At or towards the SOUTH :}

As per Plan Annexed.

**ANNEXURE**

(Plan Showing the Location and Building Plan of the Demised Premises)



*PKL*

*Rohini*



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20 DEC 2008

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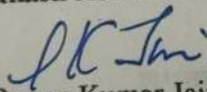


उत्तर प्रदेश UTTAR PRADESH

N 241788

IN WITNESS WHEREOF, the Parties hereto have executed this Deed of Conveyance on the day, month and year first herein above written in the presence of following witnesses:

SIGNED AND DELIVERED BY  
the within named VENDOR  
Jaiprakash Associates Limited

  
[ Sh. Pawan Kumar Jain ],  
Authorized Signatory

In the presence of:

1. \_\_\_\_\_

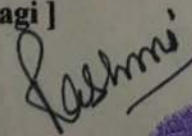



SIGNED AND DELIVERED BY  
the within named VENDEE

[ Mrs. Rashmi Rustagi ]

In the presence of:

1. \_\_\_\_\_

  
  
Surrender Approval  
S/o M.T.R. Approval  
Rw C-28, P3, S.N. Side

### GROUND FLOOR PLAN

### GROUND FLOOR PLAN

# PHOTO PERFORMA OF SOLD PROPERTY

Office Sub Registrar, Sadar, Gautam Budh Nagar

Document No.-...../2017 Jild No.-..... Registry Date-.....

Detail of Property:- Villa -V-18/1 (Land-I), having a Super Area of 528.85 Sq. Mtrs. (5692.63 Sq. ft.) or thereabouts and FAR area of 429.61 Sq. Mtrs (4624.32 Sq. ft.) or thereabouts constructed on land measuring approx. 81.77 acres forming part of Schedule 'B' land, known as Jaypee Greens, at G - Block, Surajpur Kasma Road, Greater Noida - 201306, U.P.,



  
First Party

  
Second Party

(18)

IN WITNESS WHEREOF, the Parties hereto have executed this Deed of Conveyance on the day, month and year first herein above written in the presence of following witnesses:



SIGNED AND DELIVERED BY  
the within named VENDOR



SIGNED AND DELIVERED BY  
the within named VENDEE

In the presence of:

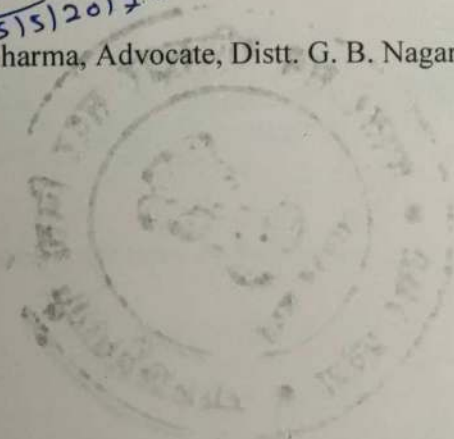
① Ramesh Sharma  
S/o H.S.  
B-2/10 2nd floor  
Matrix Tower  
Sec-132 Noida

② Sumit Sharma  
S/o Sh. Karam Kant Sharma  
D-181, Sector 41, Noida.

Vikas Sharma (Advocate)  
Gr. Noida, Distt. G.B. Nagar

R. No. 40318/10  
5/5/2017

Drafted by Vikas Kumar Sharma, Advocate, Distt. G. B. Nagar



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INDIA NON JUDICIAL

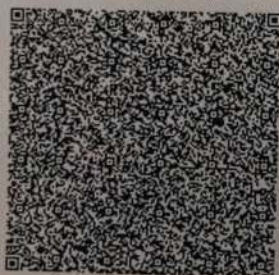
Government of Uttar Pradesh

e-Stamp

CERTIFICATE LOCKED



Certificate No. : IN-UP03151707173443P  
Certificate Issued Date : 02-May-2017 01:38 PM  
Account Reference : SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUPSHCIL0103775226843678P  
Purchased by : ARUN KUMAR RAI  
Description of Document : Article 23 Conveyance  
Property Description : HOUSE NO.V-18/1, LAND-I, BLOCK-G, JAYPEE GREENS, GREATER NOIDA  
Consideration Price (Rs.) :  
First Party : SMT RASHMI RUSTAGI  
Second Party : ARUN KUMAR RAI  
Stamp Duty Paid By : ARUN KUMAR RAI  
Stamp Duty Amount(Rs.) : 21,50,000  
(Twenty One Lakh Fifty Thousand only)



Advocate)  
G. 3. Nagar  
R. No- 10318/10



Vikas Shrivastava (Advocate)  
G. 3. Nagar  
R. No- 10318/10

-----Please write or type below this line-----

Rashmi



Arun



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**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

(2)

CONVEYANCE DEED

Premises No: Villa V-18/1  
Village/city: Jaypee Greens, G-Block Surajpur Kasana Road,  
Greater Noida, U.P.-201306  
Super Area: 528.85 Sqm. (5692.63 Sq. ft.)  
Covered area : 429.61 Sqm. (4624.32 Sq. ft.)  
Sale Consideration : Rs. 4,30,00,000/-  
Stamp Duty Paid on: Rs. 4,30,00,000/-  
Stamp duty paid : Rs. 21,50,000/- (E-Stamp)  
Page No.-46, Serial No.-92, Column No.-02  
V-Code:- 0046  
Circle Rate:- Rs. 45,000/-

**THIS DEED OF CONVEYANCE** is executed on this 05<sup>th</sup> day of May 2017 between **SMT. RASHMI RUSTAGI** (Pan No. AAFPR0525A, Aadhar No. 439771498525) W/o. **MR. PANKAJ RUSTAGI R/o. 11, VIGYAN VIHAR, DELHI-110092**, (hereinafter referred to as the "**VENDOR**", which term shall, unless repugnant to or inconsistent with the context, mean and include its successors, administrators, liquidators, and permitted assigns) of the **ONE PART**;

**AND**

**MR. ARUN KUMAR RAI (PAN NO. AHXPR3885L, PASSPORT NO. P5183715) S/o. MR. OMPRAKASH RAI R/o. STATION ROAD, POST DULIAJAN, DIBRUGARH, ASSAM-786602**, (Hereinafter referred to as the "**VENDEE**") which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her legal representatives, successors, executors, nominees and assignees of the **OTHER PART**

**WHEREAS:**

- (i) The Jaiprakash Associates Limited is seized and possessed of plots of land situated in G-Block Surajpur Kasana Road, Greater Noida measuring 222.42 acres, 215.38 acres and 14.4565 acres fully described in the SCHEDULE OF LAND (SCHEDULE-B) written hereunder (hereinafter referred to as **Jaypee Greens**) granted by the Greater Noida Industrial Development Authority ("**GNIDA**") on leasehold basis vide three separate Lease Deeds viz.


(3)

- (a) Lease Deed dated June 8, 2000 in respect of 222.42 acres of land executed between GNIDA and M/s. Mussoorie Hotels Limited (now known as Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Buddha Nagar in Book No. 246 at pages 1019 - 1052 at Sl. No. 2936 on 08.06.2000;
- (b) Lease Deed dated June 8, 2000 in respect of 215.38 acres of land executed between GNIDA and M/s. Mussoorie Hotels Limited (now known as Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 246 at pages 1053 - 1086 at Sl. No.2938 on 08.06.2000; and
- (c) Lease Deed dated May 18, 2001 in respect of 14.4565 acres of land executed between GNIDA and Jaypee Greens Limited (now known as Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Buddha Nagar in Book No.331 at pages 393 - 428 at Sl. No. 3178 on 18.05.2001
- (hereinafter collectively referred to as the "**Lease Deeds**")
- (ii) The Jaiprakash Associates Limited has developed a part of the said Leased Land by way of construction of various residential units and services like access roads, water supply, sewerage and drainage systems, electricity cable network etc and their connectivity to the individual residential Estate Homes, Villas, Town home, Apartments and other buildings after obtaining requisite permissions from the concerned authorities in accordance with the provisions of Greater Noida Industrial Development Area Building Regulations, 2005 and upon completion thereof obtained the Occupation Certificate from the concerned authorities.
- (iii) On an Application made by the Vendor for Allotment of Villa in the Jaiprakash Associates Limited's standard format and upon the Vendor agreeing to abide by the Standard Terms and Conditions of Allotment (hereinafter referred to as the "Standard Terms") of the said Villa, the Jaiprakash Associates Limited had provisionally allotted to the Vendor, Villa as is fully described in the SCHEDULE OF PROPERTY (SCHEDULE-C) written hereunder and also located as per the Location Plan and constructed as per the Building Plan as per ANNEXURE, and hereinafter referred to as the "**Demised Premises**".
- (iv) Pursuant to the execution of the said Standard Terms and the fulfillment of the conditions of payment of Consideration mentioned therein, the Jaiprakash Associates Limited has agreed to transfer the rights, title and interest in the Demised Premises of the Jaiprakash Associates Limited as enumerated in this CONVEYANCE Deed and execute this Deed of CONVEYANCE for the said transfer of title of the Demised premises to the Vendor

*Jaiprakash*



*Arun*



(4)

and the Vendor further sold the said property to the Vendee vide Conveyance deed registered in the office of Sub Registrar Gautam Budh Nagar on **Bahi No.-1, Jild No.-4079, pages-289/494, Document No.-15671, on dated-27-12-2008** and the Vendee has agreed to acquire the same on the terms and conditions more particularly described herein.

And whereas the Vendor aforesaid has obtained the permission to transfer the said property in favour of the Vendee from the Greater Noida Authority vide their Transfer Memorandum No. **GNIDA/COMM-PROP./ 2016-17/159 dated 24-04-2017.**

**NOW THEREFOR, THIS CONVEYANCEDEED WITNESSETH AS UNDER:**

1. That in consideration of the Vendor having received from the Vendee the Sale Consideration of **Rs. 4,30,00,000/- (Rupees Four Crore Thirty Lakh Only)**, the receipt whereof the Vendor hereby acknowledges and admits, towards full and final consideration. The Payment is made in the following manner:-

MODE OF PAYMENT	DATE	AMOUNT
By Cheque No. 000042	19-10-2016	✓ 5,00,000/-
By Cheque No. 000056	29-12-2016	✓ 20,00,000/-
By Cheque No. 000069	20-02-2017	1,00,00,000/-
By Cheque No. 000070	21-02-2017	5,00,000/-
All From HDFC Bank, POST DULIAJAN, DIBRUGARH, ASSAM		
By D. D. No. 500454	20-05-2017	2,95,70,000/-
HDFC Bank, K.G. Marg, New Delhi		4,30,000/-
By TDS		
	Total	4,30,00,000/-

The Vendor doth, subject to the terms and condition of the Lease Deeds, hereby grant, convey, transfer, assure and assign unto the Vendee all its rights, title and interest in the Demised Premises, fully described in the **SCHEDULE OF PROPERTY** written hereunder, together with the liberties, privileges, easements, benefits and advantages, right of user of paths, passages and services, to the Demised Premises or any part thereof, belonging to or in any way appertaining thereof or usually held, used, occupied or enjoyed or reputed or known as part and parcel thereof appurtenant thereto and to have and to hold the same unto and to the use of the Vendee, his/her /their successor and assigns, heirs, executors, administrators, absolutely unto the Vendee who shall be entitled to hold possess, enjoy or alienate the same in accordance with and subject always

*Rajni*



*Arun*



(5)

to the terms and conditions of the said Leased Deeds and subject to the exceptions, reservations, conditions and covenants hereinafter contained.

That the Vendee is aware that the Demised Premises has been constructed with such area as is required to be counted towards calculation of the Floor Area Ratio (known as FAR area) as is specified in the Schedule of Property - Schedule C hereunder; and that the area mentioned in the Schedule of Property - Schedule C hereunder as the FAR area is the maximum FAR area which the Vendee is entitled and which by the terms of this Deed has been assigned and shall always be deemed to be entitled on the piece of land on which the Demised Premises has been constructed.

That the Jaiprakash Associates Limited hereby reserves the right of further construction of the remaining FAR, over and above the FAR area as specified in the **Schedule of Property - Schedule C** written hereunder, that is presently available and / or additional FAR that may be available from time to time on the plot of land on which the Demised Premises is located. That the Vendee shall have no right of construction of such remaining / additional FAR on the land on which the Demised Premises is situated.

2. (a) That the vacant physical possession of the Demised Premises has already been handed over by the Vendor to the Vendee. Hereafter, the Vendee shall peaceably and quietly continue with the possession and enjoy the same in accordance with the terms and conditions mentioned herein without any let, hindrance, interruption or disturbance from the Vendor or from any Person in any manner whatsoever.

3. **VENDOR COVENANTS WITH THE VENDEE AS UNDER**

- 3.1. That the Vendor hereby covenants and assures the Vendee that it has good right, full powers and absolute authority to grant, convey, transfer and assign all its right, title and interest in the Demised Premises which is being conveyed, transferred and assigned, and assured unto the Vendee that the Demised Premises is free from all encumbrances, subject to however the terms of the Lease Deeds and the terms hereof. It shall be lawful for the Vendee to enter into and upon the Demised Premises and hold and enjoy the same and every part thereof with all appurtenances whatsoever and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand from the Vendor, provided however, the Vendee performs and observes its part of obligations written hereunder and as well as stipulated in the said Lease Deeds.
- 3.2. That the Demised Premises shall comprise of the structure constructed as per the Building Plan attached hereto as Annexure and, subject to the terms of the Lease Deeds and to the extent permitted by it, the proportionate, undivided, indivisible

*Raemi*



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and impartible right and interest in the portion of Leased Land underneath, as demarcated in the Building Plan as attached hereto as Annexure. The said interest in the portion of Leased Land underneath, so demarcated, not being alienable / transferable separately and always remaining attached to the Demised Premises and being a part of the Demised Premises.

- 3.3. That the said proportionate, undivided, indivisible and impartible right and interest in the portion of Leased Land underneath the Demised Premises, is subject to change and fluctuation with the variation in the number of floors in the particular building in which the demised premises is situated.

- 3.4. For the purposes of this Deed  
**"Common Area"** shall mean area under the common staircases, circulation areas, common walls, shafts, corridors, lobbies, stilts, meter rooms, passages, canopies, refuge areas, mummy, machine room, guard room, maintenance rooms, common pantries, common toilets and area under common services as the case may be.

**"Super Area"** shall mean the built-up area of the Demised Premises inclusive of the area under the periphery walls, area under columns and walls within the Demised Premises, half of the area of the wall common with other premises adjoining the Demised Premises, area under cupboards, plumbing shafts / lift shafts of the Demised Premises, total area of the balconies, 50% of the area of terraces; and the proportionate share of the Common Areas.

**"Plan"** includes the Location Plan, Layout Plan for construction and development of Jaypee Greens as a whole as approved by the appropriate Governmental Authority. The development / Layout Plans are of tentative nature and are likely to be varied / modified at the time of development of the remaining part of Jaypee Greens as and when so desired by the Jaiprakash Associates Limited / GNIDA.

- 3.5. That notwithstanding that a portion of the Common Area has been considered for the purpose of calculation of the Super Area of the Demised Premises, it is specifically agreed that only the area inside the Demised Premises is being conveyed to the Vendee on the terms herein and the Vendee shall not have any right, title or interest in the Common Areas in any manner whatsoever except the right of user as provided herein.

- 3.6. That the Jaiprakash Associates Limited has already paid the premium amount for the Leased Land and lease rent on the prevailing rate to GNIDA till date and shall pay the lease rent for the balance lease period. Hereafter, the Vendee shall be liable to pay any increase in lease rent beyond what has been provided for in the Lease

*Rajni*



*Arun*



(7)

Deeds, and all other taxes, levies, etc. in respect of the Demised Premises in the manner written hereunder.

4. THE VENDEE COVENANTS WITH THE VENDOR AS UNDER:

- 4.1 That the Vendor has entered into a separate maintenance agreement (the "**Maintenance Agreement**") with the Company / designated Maintenance Agency (the "**Designated Maintenance Agency**"), in accordance with the provisions of applicable Law, for the maintenance of common areas and facilities at Jaypee Greens. The Vendee shall abide by the terms and conditions of the Maintenance Agreement.
- 4.2. That the Vendee shall abide by the terms and conditions of the Lease Deeds and all Laws as may be applicable to the Demised Premises including *inter alia* all regulations, bye-laws, directions and guidelines of GNIDA framed / issued under the provisions of the Uttar Pradesh Industrial Development Act, 1976 and Rules made thereunder. The Vendee shall enjoy the Demised Premises during the term of the said Lease Deeds and shall also perform, observe all terms and conditions thereof with effect from the date of possession. The Vendee shall pay all / any increase in the premium or rate of lease rent whether retrospective or prospective on prorata basis as and when so applicable and/or demanded by the Jaiprakash Associates Limited / GNIDA / **Designated Maintenance Agency**.
- 4.3 That the Vendee shall pay, from the date of possession or upon expiry of 30 days from the date of despatch of Notice of Possession, which ever is earlier, all such maintenance and replacement charges ("**Maintenance Charges**") as may be intimated to the Vendor by the Jaiprakash Associates Limited or by **Designated Maintenance Agency** in this regard. Upon the timely and due payment of **Maintenance Charges**, as per the terms of the **Maintenance Agreement** signed by the Vendor with the Jaiprakash Associates Limited / **Designated Maintenance Agency**, the Vendee shall have the right to use the Common Areas and common facilities applicable to the Demised Premises.
- 4.4 That all taxes, dues, demands, charges, duties etc, if any, levied or leviable in respect of the Demised Premises by the Government or other concerned Local Authorities shall be payable and be paid by the Vendee with effect from the date of possession of the Demised Premises to the Vendee. The Jaiprakash Associates Limited or **Designated Maintenance Agency** shall be entitled to collect the said taxes, dues, demands, charges, duties etc. on pro rata basis from the Vendee so long each residential unit is not separately assessed for such purposes.





- 4.5 That without prior written permission from the Jaiprakash Associates Limited, the Vendee agrees not to demolish or cause to be demolished any structure of the Demised Premises or any portion of the same and shall also not make or cause to be made any additions or alterations of any nature whatever in the same or in any part thereof. The Vendee further agrees not to alter the layout, design, elevations and colour scheme of the external façade of the Demised Premises in any manner whatsoever.
- 4.6 That the Vendee shall not remove any walls of the Demised Premises including load bearing walls and all the walls/structures of the same, wherever applicable, shall remain common between the Vendee and Owners of the adjacent Residential Units.

**5. Representations and Warranties of the Vendee**

- 5.1. That the Vendor, prior to execution of this deed, has applied for Allotment of the Demised Premises from the Jaiprakash Associates Limited after satisfying and understanding about the implications of the restrictions, covenants etc mentioned in the Lease Deeds as well as other Laws applicable to the Leased Land and the Demised Premises.
- 5.2. That the Vendee has inspected the site, the Plans, ownership records, the Lease Deeds and other documents relating to the title and all other details of the Demised Premises that the Vendee considers relevant for the transaction contemplated herein. The Vendee has satisfied himself/herself about the right, title and capacity of the Vendor to deal with the Demised Premises and the Leased Land and has understood all the limitations and obligations thereof.
- 5.3. That the Vendee has all necessary power, authority and capacity to bind himself/herself to this Conveyance Deed, and to perform his/her obligations herein.
- 5.4. That the Vendee acknowledges and understands that the Demised Premises is located near, adjacent to or borders upon a golf resort, sports complex, etc. and that construction, post-construction and normal operational activities on the golf resort, sports complex, etc. may be different than those normally Associated with a residential neighbourhood. Therefore, the Vendee agrees and undertakes that the Vendee shall not object to and shall not interfere, in any way, with the establishment, construction, re-development, renovation and/or operation of the golf resort, sports complex, etc. and / or residential, commercial, institutional, recreational and other developments / activities as may, from time to time be undertaken by the Jaiprakash Associates Limited, members of the golf resort,





(9)

sports complex, etc. or other persons permitted to enjoy the facilities at Jaypee Greens. The Vendee further agrees to and shall not object to and shall not interfere, in any way, with the entering upon the Leased Land by the Jaiprakash Associates Limited, members of the golf resort, sports complex, etc. or other persons permitted to enjoy the facilities at Jaypee Greens as may be required for the purpose of utilisation of the facilities at Jaypee Greens, construction and/or development and / or operation of the golf resort, sports complex, etc. and/or residential, commercial, institutional, recreational and other developments undertaken by the Jaiprakash Associates Limited at Jaypee Greens.

- 5.5. That the Vendee confirms that the Vendee is aware of the inherent risks and hazards involved in occupation of a residential property located on or about a golf resort, sports complex, etc. and agrees not to hold the Jaiprakash Associates Limited and / or any of its employees, representatives, agents, etc. and /or any member(s) / player(s) of the golf resort, sports complex, etc. responsible for any damage and / or injury, of whatsoever nature, which may be caused by a flying golf ball or otherwise to his person and / or to his property and / or to the person and / or property of any of his co-inhabitant(s) and / or any of his / their guest(s) at Jaypee Greens.

That the Vendee further agrees and undertakes to indemnify and keep the Jaiprakash Associates Limited, its employees, representatives, agents, etc. and / or the members / players of at Jaypee Greens indemnified against any action whatsoever which may be brought against them by his co-inhabitant(s) and / or his guest (s) and / or the guest (s) of his co-inhabitant (s) for any loss, damage or injury which may be suffered by them to their person or to their property, due to such flying golf ball(s) or otherwise.

- 5.6. That the Vendee shall observe, perform and abide by all the rules and regulations as may be made applicable from time to time by the Jaiprakash Associates Limited in relation to the Demised Premises and in general, in relation to Jaypee Greens, for the time being or as may be made applicable by the Jaiprakash Associates Limited including but not limited to those set out in SCHEDULE-A written hereunder.
- 5.7. That the Vendee understands and acknowledges that the Jaiprakash Associates Limited shall be entitled to construct and / or install such other buildings and / or such other things as may be decided by the Jaiprakash Associates Limited on the Leased Land including but not limited to sidewalks, pavements, sewers, water mains, other local improvements, as may from time to time be deemed necessary by the Jaiprakash Associates Limited.



That the Vendee has reviewed the Plans and has been made aware of and accepts that the Plans are tentative and that there may be variations, deletions, additions, alterations made either by the Jaiprakash Associates Limited as it may in its sole discretion deems fit and proper, or by or pursuant to requirements of a Governmental Authority, which alterations may involve changes, including change in the surroundings of the Demised Premises, change in the number of units, change in the height of the buildings, change in number of buildings, change in the nature of usage of the buildings, etc. and the Vendee hereby gives his consent to such variations, additions, deletions, alterations and modifications as aforesaid (the "Permitted Alterations").

That the Vendee further agrees that nothing herein shall be construed to provide the Vendee with the right to prevent the Jaiprakash Associates Limited from:

- (i) constructing or continuing with the construction of the other building(s), Estate Homes / Villas / Townhomes / Apartments or other structures in the area adjoining the Demised Premises;
- (ii) putting up additional constructions, residential, commercial or of any other kind at Jaypee Greens;
- (iii) amending / altering the Plans as defined above.

- 5.8 That the Vendee agrees that since Jaypee Greens contains premises and buildings occupied by other persons whose rights would be adversely affected and/or the credibility of the Jaiprakash Associates Limited and marketability of its properties at Jaypee Greens would be adversely affected if the acts mentioned in Schedule A herein are done or not done, as the case may be, the Vendee hereby agrees to do or not to do, as the case may be, the acts set forth in Schedule – A.
- 5.9 That the Vendee shall, at his own cost, keep the Demised Premises, its walls and partitions, pipes and appurtenances thereto or belonging thereto, in good and tenantable state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of or pertaining to the Demised Premises is not in any way damaged or jeopardized.
- 5.10 That the Vendee agrees to be bound by and fully abide by the covenants in the Lease Deeds that applies to it as a transferee of the Demised Premises and to comply/ to ensure compliance with all requirements of applicable Law in this regard.
- 5.11 That the Vendee agrees that in case of the Vendee allowing the use and / or occupation of the Demised Premises by a person other than the Vendee, the


Vendee shall ensure that all obligations, liabilities and responsibilities devolving upon him under this Conveyance Deed, shall be complied with by the new occupier as part and parcel of the terms and conditions of the agreement with the said new occupier.

- 5.12 That the Vendee agrees to sign all such applications, papers and documents and do all such acts, deeds and things as the Jaiprakash Associates Limited may reasonably require for safe-guarding the interest of the Vendee and/or the Jaiprakash Associates Limited, as the case may be.

6. INDEMNITY OF THE VENDEE:

- 6.1. That the Vendee undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep the Jaiprakash Associates Limited its employees, representatives, agents and / or member / players at Jaypee Greens harmless and indemnified of all claims / actions, as may be brought by the Vendee / his co-inhabitants / his guests or any person claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by the Jaiprakash Associates Limited on account of any act or omission by the Vendee in this regard.
- 6.2. That the Vendee hereby further assures and undertakes to observe and perform all the covenants and conditions contained herein including the terms and conditions of Lease Deeds, and to keep the Jaiprakash Associates Limited and its representatives, estate and effects, indemnified to the fullest extent from all or any actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorney's fees and disbursements, reimbursements and reasonable out of pocket expenses) relating to or arising out of:
- (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Vendee herein;
  - (ii) any other conduct by the Vendee or any of its representatives as a result of which, in whole or in part, the Jaiprakash Associates Limited or any of its representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
  - (iii) any action undertaken by the Vendee, or any failure by the Vendee to act when such action or failure to act is a breach of the terms and conditions herein;