

उप निदेशक कार्यालय

कम सं०

13595

गोपडा

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक

04-Aug-2011

प्रस्तुतकर्ता या प्रार्थी का नाम

M. Urvasi Infratech P Ltd द्वारा राजीव

लेख का प्रकार

अंतरण पत्र

प्रतिफल की धनराशि

0.00

/ 0.00

1. रजिस्ट्रार शुल्क 10,000.00
2. प्रतिलिपिकरण शुल्क 50
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिप्रमाणीकरण के लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग

10,050.00

शुल्क वसूल करने का दिनांक

04-Aug-2011

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया

- 04-Aug-2011

रजिस्ट्रार अधिकारी के हस्ताक्षर

REGISTRAR-1
NOIDA

I-5730



उत्तर प्रदेश UTTAR PRADESH

AT 232880



CHANDRA SHEKHAR
ADVOCATE



TRANSFER DEED

(WITHIN SUBSIDIARY COMPANY)

IN CONNECTION WITH IT/ITES Vacant Plot No. 01, Situated at Sector-143A,
NOIDA, DISTRICT GAUTAM BUDH NAGAR, -U.P. total Plot area measuring
100256 sq. mtrs,

For DLF Home Developers Limited

Authorised Signatory

For URVASI INFRATECH PVT. LTD.

Director/Authorised Signatory

For URVASI INFRATECH PVT. LTD.

Director/Authorised Signatory



1576

क्रम संख्या 13 स्टाम्प विक्रेता की तिथि

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प क्रेता का नाम व पता

स्टाम्प की धनराशि

M/S URVASI INFRA TECH. CO Ltd. New Delhi.

बिजेन्द्र सिंह स्टाम्प विक्रेता

ला० नं० 33, ला० अवधि 31-3-2012

उप-निबन्धक कार्यालय परिसर नोएडा



(2)

Stamp duty exempted as per NOTIFICATION NO. M 599/DAS-501 DATED 25TH MARCH 1942 AND KAR AVAM NIBANDHAN ANUBHAG-5, NO. SVKN-5—4720/11-2009-500 (129/2008) LUCKNOW, DATED 10TH SEPTEMBER 2009.

This TRANSFER DEED is made and executed at NOIDA on this 4TH day of AUGUST 2011, between:-

M/s DLF HOME DEVELOPERS LTD., (A Company within the meaning of the Companies Act, 1956) having its Registered office at SECOND FLOOR, DLF GATEWAY TOWER, DLF CITY, PHASE-III, NATIONAL HIGHWAY NO. 8, GURGAON, HARYANA, through its Authorized Signatory **MR. ATUL SRIVASTAV Son of SHRI H.C. SRIVASTAV, resident of C-202, APEX GREEN VALLEY APARTMENT, VAISHALI GHAZIABAD, U.P.,** duly authorized vide Board Resolution dated **31.03.2011,** passed by the Board of Directors of the Company, of the one part, hereinafter called the FIRST PARTY.

AND

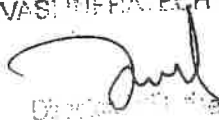
M/s URVASI INFRATECH (P) LTD., (a company incorporated under the Companies Act 1956), having its Registered Office at 1E JHANDEWALAN EXTENSION, NAAZ CINEMA COMPLEX, NEW DELHI, through its Authorized Signatory **SHRI RAJEEV SINGH Son of SHRI R.B. SINGH, resident of A-304, GULMOHAR PARK SOCIETY, SECTOR-44, NOIDA, District Gautam Budh Nagar, U.P. AND SHRI ALOK JAIN Son of SHRI RAVINDER KUMAR JAIN, resident of F-85C, AYODHYA ENCLAVE, SECTOR-13, ROHINI, NEW DELHI,** duly authorized vide Board of Resolution dated 03.05.2011, passed by the Board of Directors of the Company, of the second part, hereinafter called the SECOND PARTY.

For DLF Home Developers Limited


Authorized Signatory



For URVASI INFRATECH PVT LTD. For URVASI INFRATECH PVT LTD.


Authorized Signatory



अंतरण पत्र

10,000.00

50

10,050.00

2,500

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग।

श्री मै0 Urvasi Infratech P Ltd द्वारा राजीव सिंह
पुत्र श्री आर बी सिंह

व्यवसाय नौकरी

निवासी स्थायी ए-304 गुलमोहर पार्क सोसाईटी सै0 44 नोएडा
अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 4/8/2011 समय 2:11PM

बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ह/0
एम0 के0 सागर
उप निबन्धक (प्रथम)

नोएडा

4/8/2011

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त
विक्रेता क्रेता

श्री मै0 DLF Home Developers Ltd द्वारा
अतुल श्रीवास्तव
पुत्र श्री एच सी श्रीवास्तव
पेशा नौकरी
निवासी सी-202 एपेक्स ग्रीन वैली अपार्ट0 वैशाली
गा0बाद यूपी

Handwritten signature

श्री मै0 Urvasi Infratech P Ltd द्वारा राजीव सिंह
पुत्र श्री आर बी सिंह
पेशा नौकरी
निवासी ए-304 गुलमोहर पार्क सोसाईटी सै0 44
नोएडा

Handwritten signature



श्री मै0 Urvasi Infratech P Ltd द्वारा आलोक जैन
पुत्र श्री रविन्द कुमार जैन
पेशा नौकरी
निवासी एफ35 सी अयोध्या एन्कलेव सै0 13 रोहणी
दिल्ली 85



(3)

(The expression and words of the First party and the Second Party whereby they occur in the body of this deed, shall mean and include their respective heirs, successors, legal representatives, nominees, assignees, executors, authorized agents and administrators etc. unless and until it is repugnant to the context or meaning thereof).

WHEREAS the First Party aforesaid is the Lessee, Owner and in possession of a Lease Hold **IT/ITES Vacant Plot No. 01, Situated at Sector-143A, NOIDA, DISTRICT GAUTAM BUDH NAGAR,-U.P. total Plot area measuring 100256 sq. mtrs** The Plot was Allotted by the NOIDA AUTHORITY, hereinafter referred to as the PROPERTY, which is bounded as under: -

NORTH BY : Plot No. 02, Sector-143A, NOIDA
SOUTH BY : 45.0 MTRS WIDE ROAD
EAST BY : 45.0 MTRS WIDE ROAD
WEST BY : 30.0 MTRS WIDE ROAD

And whereas the LEASE DEED of the said property has been executed by NOIDA AUTHORITY in favour of M/s DLF COMMERCIAL DEVELOPERS LTD., and the same was duly registered in the office of Sub-Registrar NOIDA in book No. I, Volume No. 1178 on pages 79 TO 116 as Document No. 897 dated 25.03.2008.

And whereas on the Basis of Application dated 23.03.2011, filed by the First Party with the NOIDA AUTHORITY with respect to the approved Merger of M/s DLF COMMERCIAL DEVELOPERS LTD., to M/s DLF HOME DEVELOPERS LTD, thereafter the NOIDA AUTHORITY, as per provision of Company Act and order of Hon'ble High Court of Delhi, has consented and recorded the merger of the said Companies in their records from M/s DLF COMMERCIAL DEVELOPERS LTD., to M/s DLF HOME DEVELOPERS LTD, vide their letter No. NOIDA/Institutional/11/766 DATED 11.04.2011.

For DLF Home Developers Limited.

For URVASI INFRA TECH PVT. LTD.

For URVASI INFRA TECH PVT. LTD.

Authorised Signatory

Director

Director

Authorised Signatory

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री धर्मपाल टी वच्छानी

पुत्र श्री टी एच वच्छानी

पेशा नौकरी

निवासी 183ए पाकेट सी मयूर विहार फेस ।। दिल्ली

व श्री देश दीपक

पुत्र श्री राम प्रकाश सिंह

पेशा नौकरी

निवासी 44 एम्स अपार्ट0 मयूर विहार एक्स0 नई दिल्ली

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

DI Vachani



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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एम0 के0 सागर
उप निबन्धक (प्रथम)
नोएडा

4/8/2011



(4)

AND WHEREAS the FIRST PARTY aforesaid has obtained the permission to transfer (within Subsidiary Company) the above said IT/ITES Plot in favour of the Second Party i.e. **M/s URVASI INFRATECH (P) LTD.** (A subsidiary company of the First Party) from the NOIDA AUTHORITY, vide their Letter No. Noida / Instt. / 2011 / 940 dated 29.04.2011.


AND WHEREAS this Transfer is at cost and the FIRST PARTY aforesaid is transferring the said property (within Subsidiary Company) in favour of **M/s URVASI INFRATECH (P) LTD (Second party aforesaid).**

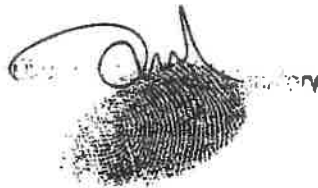
AND WHEREAS the TRANSFER has been made voluntarily and without any pressure, duress, coercion from any quarter.

NOW THIS TRANSFER DEED WITNESSETH AS UNDER: -

1. That the FIRST PARTY is now in no way connected with the said property and same shall be enjoyed by the SECOND PARTY without any interruption of disturbance to be created by the FIRST PARTY and or any other person related to him.
2. That after execution of the said deed, the FIRST PARTY is left with no right, interest, claim of any nature whatsoever in the said property.
3. That henceforth all rights of any kind, whatsoever, in the said property shall vest in the SECOND PARTY aforesaid and the FIRST PARTY aforesaid shall not have any right of any kind, whatsoever, in the same.

For DLF Home Developers Limited


Authorised Signatory





विक्रेता

Registration No.: 5730

Year : 2,011

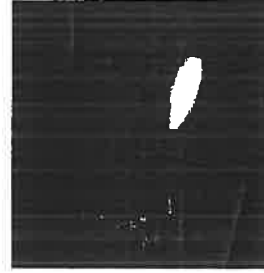
Book No. : 1

0101 मे0 DLF Home Developers Ltd द्वारा अतुल श्रीवास्तव

एच सी श्रीवास्तव

सी-202 एपेक्स ग्रीन वेली अपार्ट0 वैशाली गा0बाद युपी

नोकरी




(5)

4. That the FIRST PARTY aforesaid has handed over the vacant and peaceful physical possession of the said Property to the SECOND PARTY aforesaid on the spot alongwith all original documents.
5. That after execution of this Deed, the SECOND PARTY aforesaid have become owner and possession holder of the said property and have full right of ownership and possession to use to sell, transfer, mortgage, etc., to construct the building as per the bye laws of the NOIDA AUTHORITY, in the above said property.
6. That the SECOND PARTY may now get its names mutated in the records of the NOIDA AUTHORITY or any other concerned authority against the said property for which the SECOND PARTY shall not have any objection.
7. That the FIRST PARTY and the SECOND PARTY shall be bound by the terms and conditions of the Permission Letter for transfer of the said property, which was issued by the NOIDA AUTHORITY.
8. That the SECOND PARTY shall be bound by the terms and conditions of the previous lease deed which was executed by the Noida Authority, in favour of the allottee.
9. That all the terms and conditions as amended by NOIDA AUTHORITY / Society shall be binding on the SECOND PARTY, from time to time.
10. That the FIRST PARTY aforesaid has represented and confirmed that subject property is free from all sorts of encumbrances, such as lien, mortgage, gift, notice, notification, dispute, litigation etc.


For DLF Home Developers Limited


Authorised Signatory

For URVASI INFRA TECH PVT. LTD.


Director/Authorised Signatory

For URVASI INFRA TECH PVT. LTD.


Director/Authorised Signatory



क्रेता

Registration No. : 5730

Year : 2,011

Book No. : 1

0201 मै0 Urvasi Infratech P Ltd द्वारा राजीव सिंह
आर बी सिंह
ए-304 गुलमोहर पार्क सोसाईटी से0 44 नोएडा
नौकरी



0202 मै0 Urvasi Infratech P Ltd द्वारा आलोक जैन
रविन्द कुमार जैन
एफ85 सी अयोध्या एन्कलेव से0 13 रोहणी दिल्ली 85
नौकरी



(6)

11. That the First party as Lessee hereby transfers to the Second party all the lease hold rights in the said property described and comprised in the aforementioned lease to hold the same to the Second party for the remaining unexpired period of the said terms of 90 years subject henceforth to the performance and observances of covenants and conditions on the part of the lessee contained in the aforementioned lease deed and thereafter in perpetuity as may be permitted/ sanctioned by the NOIDA AUTHORITY.


12. That the First party hereby covenants with the Second party that the rents, covenants and conditions in the said lease deed reserved and contained have on the part of the First party been duly paid and observed and performed upto the date of transfer and that he/she/they have done nothing to incur forfeiture or to invalidate the lease executed by the NOIDA AUTHORITY.

13. First party has assured the Second party that the said Institutional Property is free from all sorts of encumbrances, such as Charges, Sale, Lien, Gift, Will, Trust, Pledge, Loan, Dispute, Prior Agreements, Mortgage, Litigation, Injunction, Exchange, Bank or Pvt. Loan, Financial Institutions, UPSEB/ Trade Tax Department, Sales Tax, Labour Department, Excise Department, Income Tax, Securities, Guarantees, Attachment with any decree of Hon'ble Court of law, and otherwise if it is proved in future then the First party shall be liable and responsible for the same and the Second party shall have the rights to recover all their losses and damages with all costs and expenses from the movable and immovable properties of the First party aforesaid and its Directors with the legal interest thereon. on account of any legal defect in the ownership and title of the First party, the First party in person and through his properties, both movable and immovable, will be liable and responsible to make good the loss, if any suffered by the Second party at the prevailing market value at the time of the discovery of any, some or all of the aforesaid contingencies and lacunae.

For DLF Home Developers Limited


Authorised Signatory

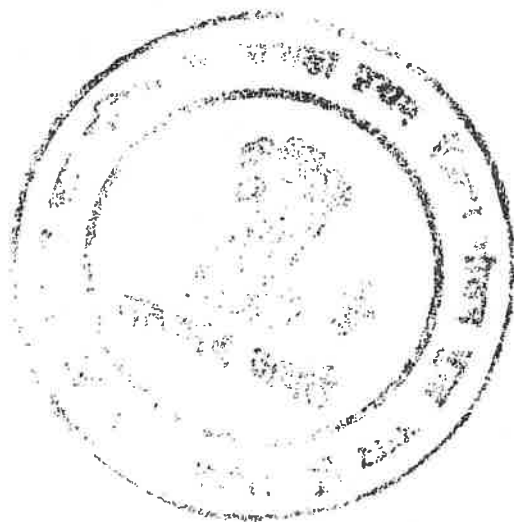
For URVASI INFRATECH PVT. LTD.


Director/Authorised Signatory

For URVASI INFRATECH PVT. LTD.







(7)

14. That the FIRST PARTY aforesaid has transferred and assigned ALL its Lessee's rights in the said Institutional Property TO HOLD the same to the SECOND PARTY finally, absolutely and forever.

15. That the FIRST PARTY aforesaid has handed over the lawful actual, peaceful and vacant physical possession of the said Institutional Property to the Second party on the spot along-with all the Original Documents.

16. That the Second party is at liberty to get its name mutated in the records of NOIDA AUTHORITY or any other concerned Authority against the said Institutional Property for which the First party has got no objection.

17. That the First party shall be liable to incur/settle all outstanding dues and demands including but not limited to water, electricity, common area maintenance charges, or any other charges in respect of the said Institutional Property to the date of execution of the Transfer Deed in favour of the Second party and that all future dues shall be paid by the Second party.

18. That the First party aforesaid hereby confirms and asserts that henceforth they are in no way connected with the said property any manner whatsoever.

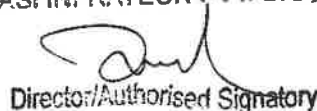
19. That the Second party shall be liable to use the plot / building for the purpose of INSTITUTIONAL subject to adherence of the relevant conditions (s), No change in use is permitted under any circumstances.

For DLF Home Developers Limited


Authorised Signatory

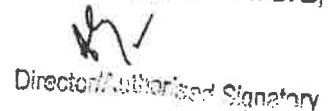


For URVASI INFRA TECH PVT. LTD.


Director/Authorised Signatory



For URVASI INFRA TECH PVT. LTD.


Director/Authorised Signatory





(8)

20. That the Second party would comply with all the rules and regulations of state/central Govt. statutory requirement, as applicable from time to time.

21. That the Second party would obtain the NOC/Consent from the U.P. Pollution Board, The project would only function when the mandatory pollution control plant and equipment's are totally / fully in operation.

22. If the Second party / First party does not abide by the terms and conditions of allotment/lease and building regulation and directions or any other rules framed by the Authority, the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

23. The Second party shall be bound by the terms of allotment/lease deed/transfer deed/as they stand amended from time to time and shall also be bound by all the rules and regulations framed by the Authority in this regard.

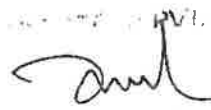
24. In the event of any dispute legal jurisdiction shall be district court of Gautam Budh Nagar, and Hon'ble High court of Allahabad.

25. That the First party /Second party completely indemnified the NOIDA against all claims compensation damages etc. which may arise due to any court of law or any other competent authority. The transfer letter is being issued without the prejudice to any order passed/ may by any competent court.

For DLF Home Developers Limited


Authorised Signatory




Authorised Signatory



17/2





DLF Home Developers Limited

16th & 18th Floor, Tower-C, DLF Cyber Greens,
DLF City, Phase-III, Gurgaon,
Haryana - 122002
Tel.: +91-124-4769000, 4769200



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF DLF HOME DEVELOPERS LIMITED HELD ON 31st DAY OF MARCH 2011 AT 3RD FLOOR, DLF GATEWAY TOWER, DLF CITY, PHASE-III, GURGAON, HARYANA-122002

"RESOLVED THAT the approval of the Board be and is hereby accorded to dispose/ transfer Company's leasehold rights in respect of two land parcels admeasuring 100256 square meters each in Noida at Plot No 1 & 2, Sector 143 A, Noida, devolved upon the Company by virtue of a scheme of amalgamation, sanctioned by the Hon'ble High Court of Delhi at New Delhi vide its Order dated 11th January, 2011, in favour of Urvasi Infratech Private Limited (Urvasi) and Dhoomketu Builders & Developers Private Limited (Dhoomketu) (hereinafter referred as 'Buyer') (subsidiary Companies), at a price not being less than Rs. 50.00 crores (Rupees Fifty Crores Only) as per details given below:


| Sl. No | Situation of the property | Details | Area |
|--------|---------------------------|-----------|------------------------------|
| 1. | Sector-143A, Noida | Plot No.1 | 25 acres (100256 sq. metres) |
| 2 | Sector-143A, Noida | Plot No.2 | 25 acres (100256 sq. metres) |

RESOLVED FURTHER THAT Mr. Surojit Basak, ED-Finance, Mr. Rajib Kumar Routray, Company Secretary and Mr. Atul Srivastav, Chief Manager-Legal, DLF India Limited be and are hereby severally authorized to negotiate, execute, sign all documents, agreements, affidavits, declarations, papers, writings, correspondence etc. including conveyance deed for transfer of unencumbered, unfettered rights, title and interest in the aforesaid properties along with all the benefits and rights to passage, easements, benefits, privileges attached and appurtenant thereto; to make representation, submit paper(s), affidavits, sign vakalatnama and any other documents as may be required in relation to the transfer of the titles of the aforesaid properties in favour of Buyer and to receive cheque/demand draft for payment and issue receipt for the same on behalf of the Company and do all such acts, things and matters incidental thereto.

RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed to any documents in terms of Sub Article 2 of Article 152 of the Articles of Association of the Company.

RESOLVED FURTHER THAT the aforesaid powers entrusted to the above executives shall be valid, effective and exercised by them, so long as they are in the employment of the Company or associated with the affairs of the Company or its holding/ subsidiary / fellow subsidiary / associate company, unless revoked earlier by the Board or any Committee thereof.

For DLF Home Developers Limited


Company Secretary

Regd. Office: DLF Centre, Sansad Marg, New Delhi - 110 001
Website: www.dlf.in



URVASI INFRATECH PRIVATE LIMITED

Regd. Office:- 1-E, Jhandewalan Extn., Naaz Cinema Complex, New Delhi-110055

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON 3RD DAY OF MAY, 2011 AT THE REGISTERED OFFICE OF THE COMPANY AT 1-E, JHANDEWALAN EXTENSION, NAAZ CINEMA COMPLEX, NEW DELHI - 110055.

"RESOLVED THAT approval of the Board be and is hereby accorded for the purchase / acquisition of land admeasuring 25 acres (100256 sq. meters) bearing Plot No. 1 situated at Sector 143A, Noida, U.P. from DLF Home Developers Limited(DHDL), the holding Company at such price, terms & conditions as may be mutually agreed.

RESOLVED FURTHER THAT any two of Mr. Surojit Basak, S/o Sh. Sujoy Kumar Basak, R/o 210-A, Hamilton Court, DLF City Phase-IV, Gurgaon - 122002, Mr. Rajeev Singh, S/o Late Sh. R.B. Singh, R/o A-304, Sector - 44, Gulmohar Park Society, Noida - 201301, Mr. Alok Jain, S/o Sh. Ravinder Kumar Jain, R/o F. No. 85C, Ayodhya Enclave, Sector-13, Rohini, New Delhi - 110085, Mr. Joydeep Dasgupta, S/o Sh. Subhas Chandra Dasgupta, R/o H. No. 224, 1st Floor, Indraprastha Colony, Sector 30-33, Faridabad - 121001 and Mr. Vijay Kumar Kaul, S/o Late Sh. S.N. Kaul, R/o 264, Sector-28, Noida - 201303, officials be and are hereby jointly authorized to negotiate, sign and execute the Agreement to Sale, Sale Deed, and all other related documents on behalf of the Company, in connection with proposed acquisition, registration and mutation of the aforesaid land / Plot in the name of the Company:

RESOLVED FURTHER THAT the above said authorized representatives be and are hereby severally authorized to make representation before any Govt. Authorities including Office of Sub-Registrar or any other Registering Authority, to submit Sales Deed, Agreement to Sale, paper(s), affidavits and any other documents as may be required for acquisition of rights, titles and interest in the land, after due diligence of the land records and other documents pertaining thereto, in the name of the company and to obtain back originals of said documents and instruments duly registered from the office of the concerned Sub-Registrar and other Government Authorities and to do all such acts, deeds and things as may be required to give effect to the above resolutions.

RESOLVED FURTHER THAT the aforesaid powers entrusted to the above executives shall be valid, effective and exercised by them, so long as they are in the employment of the Company or associated with the affairs of

(X) 
Initial



the Company or its holding/ subsidiary / fellow subsidiary / associate company, unless revoked earlier by the Board or any Committee thereof.

RESOLVED FURTHER THAT a certified copy of the resolution to be given to any one concerned or interested in the matter."

Certify True Copy
for **Urvasi Infratech Private Limited**


Director



(9)

IN WITNESS WHEREOF, both the parties have signed this TRANSFER DEED AT NOIDA on this 4TH day of AUGUST 2011, as above mentioned in the presence of the following witnesses: -

Witnesses: -

1.



SHRI DHARAM PAL T. VACHHANI
S/o SHRI T.H. VACHHANI
R/o 183A, POCKET-C, MAYUR VIHAR
PHASE-II, DELHI

For DLF Home Developers Limited


FIRST PARTY
Authorised Signatory

2.




SHRI DESH DEEPAK
S/o SHRI RAM PRAKASH SINGH
R/o House No. 44, AIIMS APARTMENTS
MAYUR VIHAR EXTENSION, NEW DELHI

For URVASHI INFOTECH PVT. LTD.
SECOND PARTY


Director/Authorised Signatory

For URVASHI INFOTECH PVT. LTD.


Director/Authorised Signatory


CHANDRA SHEKHAR
ADVOCATE

आज दिनांक 04/08/2011 को

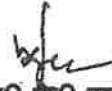
वही सं. 1 जिल्द सं. 2603

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रजिस्ट्रीकृत किया गया ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


एम0 के0 सांगर

उप निबन्धक (प्रथम)

नोएडा

4/8/2011

unveiled DD