

8688



## TRANSFER DEED

THIS TRANSFER DEED ("Deed") is made on this 5th day of May, 2015 by and between:

**Roseberry Developers Private Limited (RDPL)**, a company incorporated under the Companies Act, 1956 and having its registered office at Flat No. 502, 502A, 5<sup>th</sup> Floor, Narain Manzil, 23, Barakhamba Road, New Delhi-110001, India and corporate office at Shipra Mall, plot NO 9, Vaibhav Khand, Ghaziabad (U.P.) (hereinafter referred to as the "**Transferor**" which expression shall, unless repugnant to the context, mean and include its successors and assigns), acting through its authorized signatory Shri Jatin Goyal S/o Shri Vijay Goel, R/o 1401, Tower Eleven Orange County, Indirapuram, Ghaziabad, vide board resolution dated 02.05.2015 who is duly empowered and competent to execute and bind the **Transferor** under this Deed;

AND

**Saya Homes Private Limited (SHPL)**, a company incorporated under the Companies Act, 1956 and having its registered office at B7/45, Safadarjung Enclave Extension, New Delhi-110029, India and corporate office at GH-11, Ahinsa Khand-II, Indirapuram, Ghaziabad, U.P., India, (hereinafter referred to as the "**Transferee**" which expression shall, unless repugnant to the context, mean and include its successors and assigns), acting through its authorized signatory Shri Vikas Bhasin, S/o Late Ramesh Bhasin, R/o KA-59, 2<sup>nd</sup> Floor, Kaushambi Ghaziabad (U.P.) vide Board resolution dated May 4<sup>th</sup>, 2015 who is duly empowered and competent to execute and bind the **Transferee** under this Deed;

For Roseberry Developers Private Limited

Authorised Signatory

For Saya Homes Pvt. Ltd.

Authorised Signatory

**WHEREAS:**


- A. Ghaziabad Development Authority (hereinafter referred to as "GDA" / "Principal Lessor"), a statutory body constituted under Section 4 of the Uttar Pradesh Urban Planning and Development Act, 1973 and having its principal office at [\*] Ghaziabad, U. P., India, for the purposes of development of undeveloped properties under joint venture agreement with private parties, had invited tender notices constituting various modules of their unfinished and upcoming projects in Ghaziabad during financial years 1998-1999 and 1999-2000. Shipra Estate Limited ( hereinafter referred to as " Shipra") was one of the highest bidders, so the bid of Shipra was accepted by the GDA for the development, marketing and sale of the developed units with respect to the plots, as mentioned below.
- B. i) Pursuant to the above, GDA entered into a memorandum of understanding dated 8<sup>th</sup> January, 2001 with Shipra (hereinafter referred to as the "MOU") for the development and completion, as per the permitted land use for plotted development, houses or group housing or a mix thereof, according to the prescribed bye-laws, norms, standards for the same with social facilities to be provided as per planning norms and permissible floor area for commercial purpose, of Module-1 comprising of plots bearing nos. 10 and 17 located in Vaibhav Khand, Indrapuram, Ghaziabad (U.P.), with semi built up structure thereon.
- ii) Shipra, after making full payment of consideration to GDA in terms of MOU entered into between the parties, requested GDA vide date 29.03.2008 to *inter alia* transfer the plot bearing no. 10/1, Vaibhav Khand, Indrapuram, Ghaziabad (U.P.) admeasuring 20036 sq. mtrs. (hereinafter referred to as the "Said Plot"), which was part of plot bearing no. 10 (hereinafter referred to as the "Demised Land"), as more particularly described in **SCHEDULE-1**, to the Transferor being the nominee of Shipra.
- iii) Pursuant to the request of Shipra, GDA on 31<sup>st</sup> March, 2008 entered into lease deed and the same has been registered in the office of the Sub-registrar(IV), Ghaziabad ( UP) vide book no 1, Volume No 10236 on page no 377 to 390 at Document No. 11231 dated 30.04.2008 for lease of land for construction of residential/ group housing (hereinafter referred to as the "Principal Lease Deed") and leased the Said Plot directly in favour of Roseberry Developers Pvt.Ltd. (the Transferor) as the nominee of Shipra, at a premium of Rs. 5,50,99,000/- (Rupees Five Crores Fifty Lacs and Ninety Nine Thousand only) and one time lease rent of Rs. 55,09,900/- (Indian Rupees Fifty Five Lacs Nine Thousand and Nine Hundred only), for a period of 90 (Ninety) years. Pursuant thereto, the possession of the Said Plot was delivered to the Transferor by the Principal Lessor in terms of the Principal Lease Deed.
- iv) The Said Plot was part and parcel of the MOU of GDA and Shipra and as per the terms and conditions of the joint venture, the map/layout plan for the construction was to continue in the name of Shipra and Transferor being the lessee in respect of the Said Plot as nominee of Shipra, has the right to undertake development and construction thereon, according to the map/layout plan sanctioned in favour of Shipra, from time to time.
- v) That GDA has sanctioned map/layout plan vide its letter bearing no. 711/191/Zone-6/2012-2013 dated 30<sup>th</sup> September, 2013, attached as **SCHEDULE-2** hereto and as



per sanctioned map/layout plan, floor area ratio (FAR) available for construction on Said Plot is about 1,62,473.869 square meters.

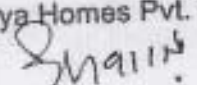
- vi) The Said Plot is currently mortgaged in favour of IDBI Trusteeship Services Ltd. (*insert full description*) (herein after referred to as "IDBI"), acting as the trustee in respect of the following credit facilities availed by the Transferor:
- (i) optionally convertible debentures issued by the Company to IIFL Real Estate Fund (Domestic) Series I, having its trustee as India Infoline Ltd. and acting through its investment manager, IIFL Alternate Asset Advisors Ltd.;
  - (ii) non-convertible debentures issued by the Company to IIFL Income Opportunities Fund, having its trustee as India Infoline Ltd., and acting through its investment manager, IIFL Alternate Asset Advisors Ltd.;
  - (iii) non-convertible debentures issued by the Company to India Infoline Finance Ltd. (collectively referred to as "IIFL Facility").
- vii) The Transferee has approached the Transferor to transfer the leasehold rights in respect of the Said Plot in favour of the Transferee for the residual period of the lease, for the consideration and on the terms and conditions set out herein below. At the request of Transferee, the Transferor has agreed to transfer to the Transferee, the Said Plot which forms a part of the Principal Lease Deed, together with all and singular liberties, privileges, rights, easements, appurtenances, obligations of the Transferor in respect thereof under the Principal Lease Deed and including without limitation the charge created in respect of the IIFL Facility, for the purposes envisaged in the Principal Lease Deed and other documents, rules, regulations, bye-laws and other law, as may be applicable to the Said Plot including the map/layout plan sanctioned by GDA and subsequent transfer of the constructed units and components thereof to third parties, and such other rights as may be available to the Transferee under the Principal Lease Deed, for the unexpired period of the Principal Lease Deed and renewals, if any, thereof, in terms of the Principal Lease Deed, subject to and on the terms and conditions including limitations as expressly set forth hereinafter.
- viii) Towards that end, the Transferor has also obtained the requisite permission from GDA to transfer the leasehold rights in the Said Plot to the Transferee in terms of Clause 7 of the Principal Lease Deed, which has been granted to the Transferor vide the letter bearing no. 3042/com.dept./2014-15 dated 24<sup>th</sup> March, 2015 issued by GDA to the Transferor, subject to obtaining requisite no objection from IDBI. A copy of the said letter issued by GDA is attached herewith as **SCHEDULE-3**.
- ix) In pursuance of the above, the Transferor has also obtained no objection in respect of transfer of the Said Plot to the Transferee from IDBI, vide the letter dated 05.05.2015 issued by IDBI. IDBI has permitted the Transferor to transfer the Said Plot subject to *inter alia* the continuing charge created in its favour in respect of the IIFL Facility. A copy of the said letter issued by IDBI is attached herewith as **SCHEDULE-4**.

For Roseberry Developers Private Limited

  
Authorised Signatory

3

For Saya Homes Pvt. Ltd.

  
Authorised Signatory

- C. With the **Transferee** and the **Transferor** having mutually agreed to the terms and conditions of this **Deed** in relation to the **Said Plot**, it is deemed necessary and expedient to record the terms of the Transfer hereby granted in favour of the **Transferee**

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

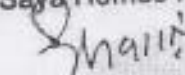
1. In consideration of Rs. 350,00,00,000/- (Rupees Three Hundred Fifty Crores Only) (hereinafter referred to as "**Total Consideration**"), and of the covenants and conditions on the part of the **Transferee** hereinafter contained, the **Transferor** hereby demises and assigns and transfers unto the **Transferee**, the **Said Plot**, as more particularly detailed, described and delineated in **SCHEDULE 1** hereto and containing by admeasurement a total area of 20,036 square meters, together with all rights, title, interest, privileges, easements and obligations thereto of the **Transferor** in respect of or relating to the **Said Plot** under and as set forth in the **Principal Lease Deed** and with all and singular liberties, appurtenances, obligations of the **Transferor** in respect thereof under the **Principal Lease Deed** and other documents, rules, regulations, bye-laws and other law, as may be applicable to the **Said Plot** including the map/ layout plan sanctioned by GDA and subject to and on the terms and conditions including limitations contained hereinafter and the **Principal Lease Deed** and other documents, rules, regulations, bye-laws and other law, as may be applicable to the **Said Plot** including the map/ layout plan sanctioned by GDA, and the mortgage created in favour of IDBI in respect of IIFL Facility, to hold the same unto the **Transferee**, for the unexpired term of the **Principal Lease Deed** and renewals, if any, thereof (hereinafter referred to as the "**Term**").

**2. Total Consideration**

In consideration of transfer of the **Said Plot** in favour of the **Transferee** by the **Transferor** in terms of Clause 1 above, the **Transferee** has paid to the **Transferor**, the **Total Consideration**, as per **SCHEDULE-5**

3. The **Transferee** hereby covenants with and warrants to the **Transferor** as follows:
- a. This **Deed** shall not amount to any variation, modification or waiver of any provisions of the **Principal Lease Deed**, the terms and conditions whereof shall continue to apply.
- b. The **Transferee** shall from the date hereof observe and comply with all terms, reservations, covenants and conditions set forth in the **Principal Lease Deed** and required to be observed and complied with by the **Transferor** as lessee under the **Principal Lease Deed** and other documents, rules, regulations, bye-laws and other law, as may be applicable to the **Said Plot** including the map/ layout plan sanctioned by GDA, to the extent and in relation to the **Said Plot** as set forth therein, save and except as may otherwise be expressly provided in this **Deed**.
- c. The **Transferee** shall use the **Said Plot** only for the purposes as permitted under the **Principal Lease Deed** and applicable law, the applicable master plan and other applicable regulations of the local authority(s) and for no other purpose whatsoever.
- d. The **Transferee** shall follow and comply with all applicable laws, rules, regulations, orders, directions, master plan, map/ layout plan issued to Shipra, etc., of the concerned authorities as applicable to the **Said Plot** including its usage and FAR.


  
Authorized Signatory

  
Authorized Signatory

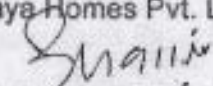


- e. The Transferor has been allowed to achieve the FAR of 1,62,473.869 square meters on the Said Plot by the Principal Lessor, subject to local bye-laws and other statutory provisions and accordingly the entitlement of the Transferee to achieve FAR of 1,62,473.869 square meters on the Said Plot is subject to local bye-laws or other statutory provisions.
- f. The Transferee shall henceforth pay and discharge all taxes, levies, charges, fee and assessment of every description, or which may hereafter in future be levied by the Principal Lessor or any local or other authority/ Central or State Government in respect of the Said Plot or part thereof or the buildings and other structures erected or to be erected thereupon or thereabouts by the Transferee and the Transferor/ Shipra shall not be liable in any manner for the same and the Transferee shall indemnify and keep indemnified and hold harmless the Transferor/ Shipra against any and all liabilities that may arise on account of the aforesaid, at all times.
- g. The Transferee shall follow, obey, observe and comply with all applicable laws, rules, bye-laws and other regulations and directions of the Principal Lessor, the local municipal or other statutory authority now existing or which may hereafter exist in so far as the same relates to the Said Plot or any part or parts thereof.
- h. The Transferee shall bear the entire legal expenses of execution of this Deed including the stamp duty and registration charges payable with respect to execution of this Deed.
- i. This Deed is exempted from payment of stamp duty vide Finance Department Notification No. M-599/X-501 dated 25<sup>th</sup> March, 1942 issued by the State Government of Uttar Pradesh, in exercise of the powers conferred by clause (a) of section 9 of the Indian Stamp Act, 1899 (II of 1899) as this Deed envisages transfer of the Said Plot between the companies in which holding company i.e. the Transferor, is the beneficial owner of 99.99% of the issued share capital of the Transferee.
- j. The Transferee shall at its own cost take independent connection for water supply / drainage / sewerage / electricity connection, whether temporary or regular or otherwise and be liable and responsible for the payment of all security deposits and charges therefor to the concerned authority responsible for provision of the same and the Transferor/ Shipra shall not be liable for the same in any manner whatsoever to the Transferee or any person claiming through or under the Transferee and shall indemnify and keep indemnified and hold harmless the Transferor/ Shipra against any and all liabilities that may arise on account of the above, at all times.
- k. The Transferee will permit the members, officers and subordinates of the Principal Lessor and the workmen and other persons employed by the Principal Lessor at all reasonable time of the day, with prior notice to them, to enter into and upon the whole or any part of the Said Plot and/or building(s) that are erected or may hereafter be erected thereupon, and to inspect the same and to carry out necessary works with respect to the Said Plot.
- l. The Transferee shall make such arrangements as are necessary for the maintenance of the buildings / structures that may hereafter be built upon the Said Plot or any part or parts thereof and provision of the common services and facilities as may be required under any prevailing laws or acts.

For Roseberry Developers Private Limited

  
Authorised Signatory

For Saya Homes Pvt. Ltd.

  
Authorised Signatory

4. The Transferor covenants and warrants that:
- a. The Principal Lease Deed is subsisting and has not been terminated by the Principal Lessor and the Transferor has thereunder full right and authority to grant the transfer of the Said Plot to the Transferee.
  - b. The Transferor has not created any encumbrances, mortgages, charges, pledges, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations (collectively the "Encumbrances") save and except the mortgage created on the Said Plot in favour of IDBI in respect of IIFL Facility, which is valid and continuing as on the date of this Deed and has no prior subsisting agreement to sub-lease, transfer or license in any manner the whole or any part of the Said Plot.
  - c. The Transferor shall handover vacant and peaceful possession of the Said Plot to the Transferee at the time of execution and registration of this Deed with the concerned sub-registrar of assurances. The Transferee shall be entitled to the vacant and peaceful possession of the Said Plot during the Term, subject however to the compliance of the obligations contained in this Deed and Principal Lease Deed.
5. IT IS HEREBY FURTHER AGREED between the Parties hereto as follows:
- a. The Transferee shall have the rights acquired by the Transferor under the Principal Lease Deed, subject to the terms and conditions and the limitations contained in this Deed and Principal Lease Deed and the same shall stand transferred and assigned to the Transferee with the signing of this Deed and registration of this Deed with the concerned sub-registrar of assurances and which shall include, *inter alia*, the right to transfer, sub-lease, sublet, sub-license or otherwise dispose of the interest in the whole or any part or parts of the Said Plot together with all of the aforesaid rights, title, claims, interest, privileges, easements and obligations therein or relating thereto subject always to the terms and conditions set forth in this Deed and the Principal Lease Deed and for every such transfer, assignment, sub-lease, sub-license, subletting or otherwise disposition of Transferee's rights, title, interest, privileges, easements and obligations therein or relating thereto shall be subject to and its transferees / sub-lessees / licensees and their transferees / sub-lessees / licensees / tenants shall be bound by all the covenants and conditions contained herein and in the Principal Lease Deed and be liable and responsible to the Principal Lessor in respect thereof.
  - b. That upon the expiry or sooner determination of this Deed, the Transferee and each transferee hereafter of all or any part or parts of the Said Plot shall be entitled only to such rights of renewal or otherwise with respect to the Said Plot including part or parts thereof as may be available under the Principal Lease Deed or in law.
  - c. The Transferee / its transferees / sub-lessees etc. shall be responsible and liable for carrying out all the internal development works on the Said Plot or part or parts thereof as the case may be, at their own cost, without any liability whatsoever on the Transferor/ Shipra.
  - d. The rights, interests, privileges, and obligations which the Transferor has under the Principal Lease Deed (subject to the terms and conditions of this Deed), shall hereafter for all intent and purposes in relation to the Said Plot, be deemed to be of the Transferee



and each of its transferees to the extent of the portion of the Said Plot, transferred to such transferees.

- e. The terms of the Principal Lease Deed (to the extent applicable to the Said Plot) shall be deemed to be incorporated herein and be read as a part and parcel of this this Deed.
- f. The transferer confirms and undertakes that as and when any demand/notice/intimations received from the authorities / GDA with respect to the said Plot, it shall send the copy of the same to the transferee so as to ensure compliance of the terms of the said demand / notice/ intimations.
6. Save where expressly stated to the contrary in this Deed, any dispute, difference or controversy of whatever nature, howsoever arising under, out of or in relation to this Deed, between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably. Any Dispute which is not resolved as provided above shall be decided by reference to arbitration, by 3 (three) arbitrators in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force.

Each Party shall appoint 1 (one) arbitrator and the 3<sup>rd</sup> (third) arbitrator, who will preside, shall be nominated jointly by the said 2 (two) arbitrators.

The arbitration proceedings shall be conducted in English language only. The venue of arbitration shall be Ghaziabad (U.P.) The arbitrators shall give reasoned award.

7. The expressions "the Principal Lessor" the "Transferor" and the "Transferee" hereinabove used shall in the case of (i) the Principal Lessor includes its successors in office and assigns (ii) the Transferor includes, its representative, successors and assigns, and (iii) the Transferee includes its representatives, successors, its transferees, and transferees of each following transferee of whole or any parts or part of the Said Plot.

IN WITNESS WHEREOF THE TRANSFEROR AND TRANSFEE HAVE SIGNED THIS DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of  
ROSEBERRY DEVELOPERS PRIVATE LTD.

For Roseberry Developers Private Limited

(.....) Authorised Signatory

For and on behalf of  
SAYA HOMES PRIVATE  
LIMITED

For Saya Homes Pvt. Ltd.

(.....) Authorised Signatory

WITNESS:

1. Mr Ajay Gupta S/O N.D.Gupta R/O Flat No.903, Aspire One, Supertech Emerald Court, Sector-93A, Noida.

For and on behalf of

SHIPRA ESTATE LIMITED (Confirming Party)

(authorized signatory vide board resolution dated 04.05.2015)

For Shipra Estate Limited

Authorised Signatory

2.

Manoj Kumar Jain 7  
S/O Vinodilal Jain  
R/O A-603 Aravali Heights  
GH-8, Sector 21C Part 3  
Faridkot (Haryana)

Manoj

Schedule-I

Description of Said Plot

Plot No.10/1, at 10, Vaibhav Khand, Indirapuram, Ghaziabad

Description of Demised Land

Plot No. 10, Vaibhav Khand, Indirapuram, Ghaziabad

For Roseberry Developers Private Limited

Authorized Signatory

For Saya Homes Pvt. Ltd.

Authorized Signatory



# SCHEDULE- 1

PROPOSED SITE PLAN OF PLOT NO. TYPE - C AT PLOT NO. 10 (10/1), VAIBHAV KHAND  
INDIRAPURAM, GHAZIABAD (U.P.)

SHIPRA SUN CITY ( TYPE -D FLAT )

18.00 MT. WIDE ROAD

SHIPRA SUN CITY ( TYPE -B FLAT )

PLOT AREA - 20036 SQ. MT.



80'-0" WIDE ROAD

SHIPRA MALL

For Roseberry Developers Private Limited

For Saya Homes Pvt. Ltd.

Authorised Signatory





क्र. सं. (135) दिनांक 2/5/15  
 स्टाफ का कार्य करने का प्रयोजन Transfer Deed  
 स्टाफ क्रेता का नाम व पूरा पता SAYA HOMES Pvt. Ltd.  
Indrapuram Gzb.

स्टाफ की मनराशि 100%  
 श्रीमति रेनु विज स्टाफ विक्रेता  
 लाईसेन्स नं०-450  
 लाईसेन्स की नवीनीकरण की अवधि 31 मार्च 2016  
 RTB-111, चयल टावर मेसमेंट शिफा सन सिटी,  
 इन्द्रापुरम, गाजियाबाद (Gurgaon)

35,000,000.00 अंतरण पत्र 10,000.00 60 10,060.00 3,000  
 चीन रजिस्ट्री नकल व प्रति शुल्क योग शब्द संग्राम

श्री मे. साया होम्स प्रा लि द्वारा विकास भसीन  
 पुत्र श्री स्व रमेश भसीन

व्यवसाय निवासी स्थायी बी-7/45 सफदरजंग एन्कलेव एक्स नई दिल्ली  
 अस्थायी पत्त

वे यह लेखपत्र इस कार्यालय में दिनांक 5/5/2015 समय 5:01PM  
 खले निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी० के० अस्थाना  
 उप निबन्धक (चतुर्थ)

गाजियाबाद  
 5/5/2015

निष्पादन लेखपत्र बाद सुनने व समझने मजबूत व प्राप्त धनराशि रु. प्रलेखानुसार उक्त  
 विक्रेता

श्री मे. रोजबेरी डेवलपर्स प्रा लि द्वारा जसिन गोयल  
 पुत्र श्री विजय गोयल  
 पेशा नौकरी  
 निवासी 502ए नारायण मंजिल-23 बाराखम्बा रोड  
 दिल्ली



श्री मे. साया होम्स प्रा लि द्वारा विकास भसीन  
 पुत्र श्री स्व रमेश भसीन  
 पेशा  
 निवासी बी-7/45 सफदरजंग एन्कलेव एक्स नई दिल्ली



वे निष्पादन स्वीकार किया  
 जिनकी पहचान श्री अजय गुप्ता  
 पुत्र श्री एन डी गुप्ता  
 पेशा नौकरी

निवासी 903 एक्सपायर वन सुपरटेक एमरॉल्ड कोर्ट से-93ए  
 व श्री मनोज जैन  
 पुत्र श्री विनोदी लाल जैन  
 पेशा नौकरी  
 निवासी ए-603 अरावली हाईटस जीएच-8 से-21 सी पार्ट-3  
 वे की।

प्रत्यक्षात मद्र लक्षिकों के विधान अंगुठे निबन्धनानुसार लिखे गये हैं।

01/2 1-11 11/01/15 11/01/15

11/01/15 11/01/15



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी० के० अस्थाना  
 उप निबन्धक (चतुर्थ)  
 गाजियाबाद  
 5/5/2015

विक्रेता

Registration No.: 8688

Year: 2,015

Book No.: 1

0101 श्री. रोजवारी डेवलपर्स प्रा. लि द्वारा जतिन गोयल  
विजय गोयल  
502ए नारायण मंगिल 23 बारकलन्वा रोड दिल्ली  
नीकरी



For Stamp & Signature

Authorized Signatory



प्रेता

Registration No. : 8688

Year : 2015

Book No. : 1

0201 श्री. साया होम्स प्रा लि इन्स विकसत भसीन  
रम रमेश भसीन  
बी-7/45 सफदरजंग एन्कलेव एक्स नई दिल्ली



DLI 10/10 2015/10/10 2015



For Sanyal & Co. Pvt. Ltd.

Authorized Signatory





For State Home Pw. Ltd.

Authorized Signatory

आज दिनांक 05/05/2015 को

वही सं. 1 जिल्द सं. 29584

पृष्ठ सं. 145 से 182 पर क्मांक 8688

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



पी0 के0 अस्थाना  
उप निबन्धक (चतुर्थ)  
गाजियाबाद  
5/5/2015