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उत्तर प्रदेश UTTAR PRADESH

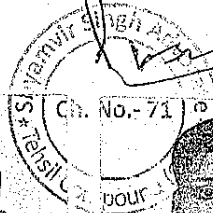
BK 156865

THIS DOCUMENT HAS BEEN ADJUDICATED BY ADDITIONAL DISTRICT MAGISTRATE FINANCE & REVENUE (ADMF&R) BY HIS ORDER IN CASE NO. 10/2014 DATED 07-05-2014 UNDER SECTION 31 OF INDIAN STAMP ACT, 1899 AND CERTIFICATE UNDER SECTION 32 IS STAMPED ON THE LAST PAGE OF THIS DOCUMENT.

TRANSFER DEED

THIS STAMP PAPER OF RS. 100/- FORMS PART & PARCEL OF TRANSFER DEED EXECUTED FOR TRANSFERRING LAND SITUATED AT VILLAGE SHAHPUR BAMHETTA, PARGANA DASNA, TEHSIL & DISTRICT GHAZIABAD, UTTAR PRADESH BY ACTIVE PROMOTERS PVT. LTD., AMAR DEEP BUILDCON PVT. LTD., DEEP JYOTI PROJECTS PVT. LTD., GYAN JYOTI ESTATES PVT. LTD., LOGICAL DEVELOPERS PVT. LTD., LOGICAL ESTATES PVT. LTD., PROSPEROUS CONSTRUCTIONS PVT. LTD., SONEX PROJECTS PVT. LTD. & ZONEX ESTATES PVT. LTD. IN FAVOR OF EDIFICE CONBUILD PRIVATE LIMITED ON 09/05/2014.

Boat



Prof. Dr. ...

(11)

23/04/11

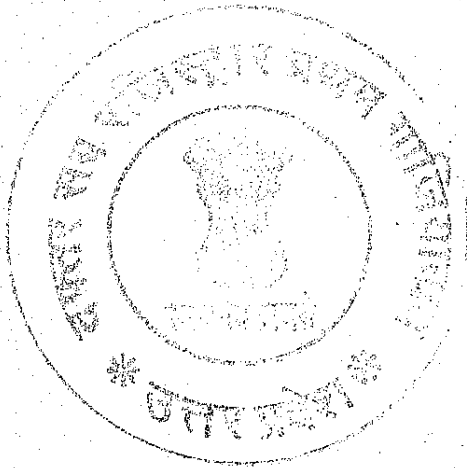
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EDIFICIO COMBULO PUT-192

ECIE HOUSE 1st Floor 28, K.G. MARY.

M. DUMR

200000 X8



TRANSFER DEED

(STAMP DUTY IS REMITTED ON THE PRESENT INSTRUMENT OF TRANSFER DEED AS THE TRANSACTION OF TRANSFER IS ENTERED AMONG THE 100% WHOLLY OWNED SUBSIDIARY COMPANIES (HERE-IN-AFTER REFERRED TO AS TRANSFERORS AND TRANSFEREE) OF A COMMON HOLDING COMPANY, M/S. SHREY PROMOTERS PRIVATE LIMITED IN PURSUANCE TO THE NOTIFICATION NO. 1 DATED 16-01-1937 ISSUED BY GOVERNOR GENERAL IN COUNCIL AND MADE APPLICABLE TO THE STATE OF UTTAR PRADESH VIDE NOTIFICATION NO. M.599/X-501 DATED 25-03-1942 ISSUED BY THE FINANCE DEPARTMENT OF STATE OF UTTAR PRADESH AND NOTIFICATION NO. S.V.K.N.-5-4720/11-2009-500(129)/2009 DATED 10-09-2009 ISSUED BY KAR EVAM NIBANDHAN ANUBHAG-5, STATE GOVERNMENT OF UTTAR PRADESH, COPY ENCLOSED. THE SAID NOTIFICATION HAVE NOT BEEN CANCELLED AND ARE STILL IN EXISTENCE TILL DATE AND THE EXEMPTIONS UNDER THE SAID NOTIFICATIONS ARE APPLICABLE).

1. Land Detail	Village Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, Uttar Pradesh
2. Unit of Measurement	In Hectare
3. Area of Property	4.0149 Hectare (9.9208 Acre) (Detail As Per Schedule – I Attached)
4. Status of Road	More than 500 Mtr. Away
5. Tree/Well/Tubewell etc.	Nil
6. Consideration	Rs. 12,24,56,128/-
7. Stamp Duty Paid	Rs. 100/-

NO. OF FIRST PARTY (9)

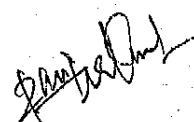
NO. OF SECOND PARTY (1)

This Transfer Deed ("Transfer Deed") is made and executed at Ghaziabad as of this 09 day of May, 2014 by :

The Companies listed at Annexure A hereto having their registered office as per the details provided in Annexure A alongwith the details of board resolutions acting through their authorised signatory, **Mr. Bijendra Singh**, S/o Shri Horam Singh (hereinafter collectively referred to as the "Transferors", which expression unless repugnant to the context or meaning thereof, shall be deemed to mean and include their successors and permitted assigns);

AND

Edifice Conbuild Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at ECE House, 28 Kasturba Gandhi Marg, New Delhi - 110001, acting through its authorised signatory, **Mr. Ravi Prakash**, S/o Mr. Mohan Lal authorized vide board resolution dated 27-01-



अंतरण पत्र

122,456,128.00

10,000.00

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10,100.00

5,000

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

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पुत्र श्री मोहन लाल

व्यवसाय व्यापार/अन्य/स्त्री

निवासी स्थायी 28 कस्तुरबा गौधी मार्ग नई दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक 9/5/2014

समय 1:19PM

वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव

उप निबन्धक, प्रथम

गाजियाबाद

9/5/2014

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

विक्रेता

क्रेता

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पुत्र श्री होराम सिंह

पेशा व्यापार/अन्य/स्त्री

निवासी 17 वी0 एम0 जी0 एफ0 हाऊस

असफअली रोड नई दिल्ली 110002



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पुत्र श्री मोहन लाल

पेशा व्यापार/अन्य/स्त्री

निवासी 28 कस्तुरबा गौधी मार्ग नई दिल्ली



2014 (hereinafter referred to as the "Transferee", which expression unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns);

The Transferors and the Transferee may hereinafter also be referred to, individually as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Transferors are the absolute, legal, beneficial and registered owners having a clear and marketable title in the land parcels aggregating to 4.0149 Hectare (9.9208 Acre) situated at Village Shahpur Bamhetta, Pargana Dasna, NH-24, Ghaziabad and as more particularly described in **Schedule I** hereunder (hereinafter referred to as the "Land");

SCHEDULE I

(Details of the Said Land)

Khasra No.	Area in Hectare	Transferred Area (In Hect.)	Company Name	Vasika No.	Vasika Date
1633	0.3410	0.0853	Zonex Estates Pvt. Ltd.	4043	28.06.05
1633	0.3410	0.0341	Deep Jyoti Projects Pvt. Ltd.	5884	15.09.05
1634	0.1770	0.1770	Gyan Jyoti Estates Pvt. Ltd.	5873	15.09.05
1635	0.3410	0.0095	Logical Developers Pvt. Ltd.	2757	02.05.05
1635	0.3410	0.0168	Logical Developers Pvt. Ltd.	2939	12.05.05
1636	0.3160	0.0088	Logical Developers Pvt. Ltd.	2757	02.05.05
1636	0.3160	0.0156	Logical Developers Pvt. Ltd.	2939	12.05.05
1638	0.4300	0.4300	Prosperous Constructions Pvt. Ltd.	3731	15.06.05
1638	0.1260	0.1260	Prosperous Constructions Pvt. Ltd.	3733	15.06.05
1639	0.4050	0.0675	Logical Developers Pvt. Ltd.	3406	02.06.05
1639	0.4050	0.0135	Logical Developers Pvt. Ltd.	3453	03.06.05
1639	0.4050	0.0338	Zonex Estates Pvt. Ltd.	3967	25.06.05
1639	0.4050	0.1013	Zonex Estates Pvt. Ltd.	4043	28.06.05
1639	0.4050	0.0135	Amar Deep Buildcon Pvt. Ltd.	5218	16.08.05
1639	0.4050	0.0405	Deep Jyoti Projects Pvt. Ltd.	5884	15.09.05
1641	0.2150	0.1075	Logical Developers Pvt. Ltd.	2866	07.05.05
1643	0.4300	0.0717	Amar Deep Buildcon Pvt. Ltd.	5771	12.09.05
1644	0.3920	0.0653	Amar Deep Buildcon Pvt. Ltd.	5771	12.09.05
1647	0.3560	0.1780	Logical Estates Pvt. Ltd.	3994	27.06.05
1647	0.3560	0.0380	Active Promoters Pvt. Ltd.	5872	15.09.05
1648	0.1900	0.1267	Deep Jyoti Projects Pvt. Ltd.	6073	10.07.06
1648	0.1900	0.0633	Logical Estates Pvt. Ltd.	4388	12.07.05
1649	0.2150	0.0478	Logical Developers Pvt. Ltd.	3406	02.06.05
1649	0.2150	0.0239	Zonex Estates Pvt. Ltd.	3967	25.06.05
1649	0.2150	0.1433	Zonex Estates Pvt. Ltd.	4013	27.06.05
1649	0.0890	0.0198	Logical Developers Pvt. Ltd.	3406	02.06.05

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री लौकेश शर्मा

पुत्र श्री स्व० जे० पी० शर्मा

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील कम्प० गा० बाद

व श्री अनुप सिंह

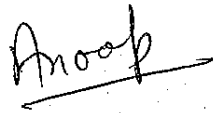
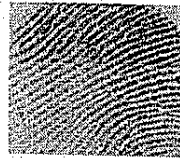
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पेशा व्यापार/अन्य/स्त्री

निवासी तहसील कम्प० गा० बाद

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद
9/5/2014



1649	0.0890	0.0099	Zonex Estates Pvt. Ltd.	3967	25.06.05
1649	0.0890	0.0593	Zonex Estates Pvt. Ltd.	4013	27.06.05
1650	0.3170	0.0352	Zonex Estates Pvt. Ltd.	3967	25.06.05
1651	0.3340	0.3280	Amar Deep Buildcon Pvt. Ltd.	5166	11.08.05
1655	0.2860	0.0477	Zonex Estates Pvt. Ltd.	3967	25.06.05
1656	0.1390	0.1390	Zonex Estates Pvt. Ltd.	3973	25.06.05
1656	0.2150	0.0717	Logical Developers Pvt. Ltd.	3406	02.06.05
1656	0.2150	0.0358	Zonex Estates Pvt. Ltd.	3967	25.06.05
1656	0.2150	0.1075	Zonex Estates Pvt. Ltd.	4045	28.06.05
1657	0.3540	0.3540	Active Promoters Pvt. Ltd.	3688	15.06.05
1658	0.3040	0.3040	Zonex Estates Pvt. Ltd.	3954	24.06.05
1659	0.3040	0.0507	Logical Developers Pvt. Ltd.	3406	02.06.05
1659	0.3040	0.0101	Logical Developers Pvt. Ltd.	3453	03.06.05
1659	0.3040	0.0253	Zonex Estates Pvt. Ltd.	3967	25.06.05
1659	0.3040	0.0760	Zonex Estates Pvt. Ltd.	4043	28.06.05
1659	0.3040	0.0101	Amar Deep Buildcon Pvt. Ltd.	5218	16.08.05
1659	0.3040	0.0304	Deep Jyoti Projects Pvt. Ltd.	5884	15.09.05
1662	0.4050	0.2550	Prosperous Constructions Pvt. Ltd.	3731	15.06.05
1663	0.2150	0.0067	Sonex Projects Pvt. Ltd.	478	18.01.05
Total	Hect.	4.0149			
Total	Acre	9.9208			

- B. The Transferors have now agreed to transfer and convey all rights including develop & sell, title, entitlements, ownership and interest in the Land with all easements, privileges, rights appurtenant thereof as set forth in this Transfer Deed to the Transferee; and
- C. Relying on the representations, warranties, indemnities, stipulations, assurances, covenants and undertakings of the Transferors, including as set forth in the Recitals above, the Transferee is entering into this Transfer Deed for the transfer of the Land in its favor from the Transferors in accordance with the terms and conditions set out herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH HEREIN, THIS TRANSFER DEED WITNESSETH AS FOLLOWS:

1. TRANSFER AND CONVEYANCE

- 1.1 In consideration of the Transfer Consideration (as set out in Section 2 below), the Transferors doth hereby absolutely and forever, develop and sell, transfer, convey and assure unto the Transferee the entire Land along with all exclusive rights, titles, ownership, interest and entitlements on the Land, free of all encumbrances.
- 1.2 The Transferors hereby agree and undertake that simultaneously with execution of this Transfer Deed, all original title deeds and other title documents including originals of all licenses, permits, registrations, authorizations etc. with respect of the Land have been handed over by the Transferors to the Transferee.

विक्रेता

Registration No.: 3480

Year : 2,014

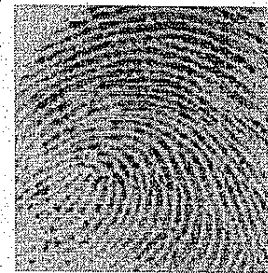
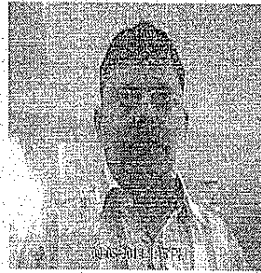
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होराम सिंह

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व्यापार/अन्य/स्त्री



- 1.3 The Transferors also agree and undertake to execute all necessary deeds, power of attorneys, resolutions and other documents that may be required by the Transferee or its designee to effect and protect its complete and absolute right, title and interest to the Land and also for effective use, enjoyment, development and exploitation of the Land.

2. TRANSFER CONSIDERATION

- 2.1 In consideration of conveyance and transfer of the Land to the Transferee together with all other rights, entitlements, interests, ownerships and titles as set forth in this Transfer Deed and subject to compliance and performance by the Transferors with all other covenants and obligations as set forth in this Transfer Deed, the Transferee has agreed to pay a total consideration of Rs. 12,24,56,128/- (Rupees Twelve Crore Twenty Four Lakh Fifty Six Thousand One Hundred Twenty Eight Only) ("Transfer Consideration") to the Transferors in the manner set out below.
- 2.2 The Transferors acknowledge and agree that the Transferors have received from the transferee the following cheques towards the full & final Transfer Consideration amount of Rs. 12,24,56,128/- (Rupees Twelve Crore Twenty Four Lakh Fifty Six Thousand One Hundred Twenty Eight Only) as per details given in Schedule II hereunder written.

SCHEDULE II (Payment Schedule)

Sl. No.	Names of Owners Companies	Amount (Rs.)	Cheque No.	Amount (Rs.)	Cheque No.	TDS (Rs.)
1.	Active Promoters Pvt. Ltd.	11,836,602	000001			119,562
2.	Amar Deep Buildcon Pvt. Ltd.	14,753,479	000003			149,025
3.	Deep Jyoti Projects Pvt. Ltd.	6,996,277	000004			70,669
4.	Gyan Jyoti Estates Pvt. Ltd.	5,344,588	000005			53,986
5.	Logical Developers Pvt. Ltd.	13,264,845	000006			133,988
6.	Logical Estates Pvt. Ltd.	7,286,153	000007			73,598
7.	Prosperous Constructions Pvt. Ltd.	24,488,480	000009			247,353
8.	Sonex Projects Pvt. Ltd.	202,309	000011			2,044
9.	Zonex Estates Pvt. Ltd.	37,058,831	000012			374,332

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क्रेता

Registration No. : 3480

Year : 2,014

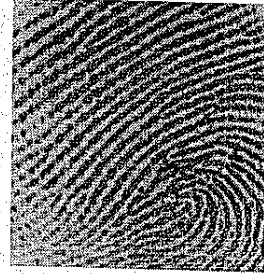
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मोहन लाल

28 कस्तुरबा गंधी मार्ग नई दिल्ली

व्यापार/अन्य/स्त्री



Total	12,12,31,564			12,24,564
GRAND TOTAL	Rs. 12,24,56,128/-			

All of the above cheques are drawn on Bank of India, Asaf Ali Road, Delhi

2.3 The Parties agree and acknowledge that the payment of the Transfer Consideration is subject to the deduction of applicable tax at source, as required under the Income Tax Act.

2.4 In consideration thereof, all rights, title, interest, ownership in the Property/Land are hereby absolutely sold, conveyed and transferred by the Transferors in favour of the Transferee and hereafter vest absolutely with the Transferee in perpetuity and the Transferors do not have any right or interest in the Land of any nature whatsoever. The Transferee shall have the absolute right to use, transfer, assign, develop & sell, convey, encumber, charge, mortgage, exploit the Land to any person at such terms and conditions it deems fit and proper at its sole discretion and deal with the Land in any manner whatsoever.

3. COVENANTS, OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF THE TRANSFERORS

The Transferors, jointly and severally, hereby represent, covenant, warrant and undertake to the Transferee as under:

3.1 Possession

(a) The Transferors agree and undertake to the Transferee that from the date hereof, the Transferee shall be solely and absolutely entitled to peacefully and quietly hold, enter upon, have, occupy, possess, use and enjoy the Land granted, conveyed, transferred, and assured with their appurtenances and to receive the rents, issues and profits and any other benefits that may be accruing from the Land, without any hindrance, interruption, disturbance, interference, claim, suit, eviction or demand of any nature whatsoever from the Transferors, their successors or assigns or from any person or persons lawfully or equitably claiming under or in trust for it or them or any of them or any other person.

(b) The Transferors do hereby, for themselves and their successors and assigns, agree and undertake to the Transferee that, notwithstanding any act, deed, matter or thing whatsoever by the Transferors or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Transferors have a good right, full power and absolute authority to grant, convey, develop and sell, transfer and assure the Land so as to be unto and to the use of the Transferee.

3.2 Title

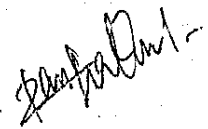
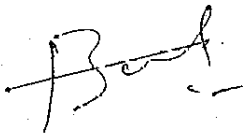
(a) The Land admeasures 4.0149 Hectare (9.9208 Acre) and the description of the Land provided in **Schedule I** is true and correct. All estate, interest, ownership, right, entitlement and title in the Land vests with the Transferors and the Transferors have full power and absolute authority to hand over full, legal, physical, vacant and peaceful possession of the entire Land in terms of this Transfer Deed and to receive the consideration and to give valid and effectual receipt for the same.

[Signature]

[Signature]



- (b) The Transferors represent and warrant that they possess clear, marketable, unfettered, absolute and unrestricted right, ownership, title and interest in the Land and are the sole, absolute and exclusive owners of the Land and no other person has any right, title, interest, claim or concern of any nature therein and the Transferors are absolutely entitled to sell, transfer, alienate, develop and sell the same in any manner whatsoever. The Transferors have made all payments that are required to be made in terms of the sale deed/documents under which the Land was acquired, and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Transferors .
- (c) The Transferors have not entered into any agreement or arrangement with any person or persons for disposing of or dealing with the Land or any part thereof or each of the Transferors' right, title and interest in the Land in any manner whatsoever, where the Transferee is not a signatory. Further the Transferors are not party to any agreement, to which the Transferee is not a signatory, for estate contract, option, development, right of pre-emption or similar matter whereby any third party has a contractual right or obligation to acquire an estate or develop the Land.
- (d) The Transferors represent and warrant that there are no surviving rights, claims, demand, dues, entitlements or obligations of any nature whatsoever pertaining to the Land and the Transferors shall at all times keep the Transferee indemnified against any such claims, demands, costs, arising out of or relating to the same and pertaining to the Land.
- (e) There are no circumstances which exist that would restrict or terminate the continued occupation, use and enjoyment of the Land by the Transferee. There are no acts or omissions on the part of the Transferors including without limitation (i) any non payment or delayed payment of any statutory dues; (ii) any modification in the usage of the Land and, or, any act or omission which in any manner interferes with or otherwise adversely affects or may affect the rights of the Transferee to use, own and occupy the Land.
- (f) The Land and all parts of it are free from all kinds of encumbrance including any prior sale/agreement to sell, gift, mortgage, charge, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell, loan, surety, security, lien, court injunction, stay order, charges, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered encumbrance whatsoever.
- (g) The Land has not been acquired in violation of applicable law, including, without limitation, laws in relation to urban land ceiling.
- (h) No notice for acquisition has been issued in respect of any portion of the Land nor has any portion of the Land been acquired under the Land Acquisition Act or any other applicable law.
- (i) Copies of all documents supplied by the Transferors, including, without limitation, the sale deeds, mutation certificates, power of attorney and other documents relating to the acquisition of the Land by the Transferors and other aspects are true and correct in all respects and the originals of these documents have been handed over by the Transferors provided to the Transferee at the time of execution of this Transfer Deed.





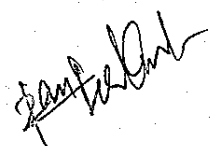
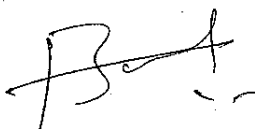
- (j) The Land is neither the subject matter of any HUF (Hindu undivided family) nor does it belong to a joint Hindu family and no part of the Land is owned by any minor and/ or no minor has any right, title, interest and claim or concern of any nature whatsoever with the Land.
- (k) Compliance is being made and has at all times been made with all applicable statutes, byelaws, permits, obligations, statutory instruments, conditions, restrictions and requirements with respect to the Land, its ownership, occupation, possession, use and there is no outstanding or unobserved obligation with respect to the Land necessary to comply with the requirements (whether formal or informal) of any authority including governmental, statutory, administrative, judicial, municipal authorities exercising statutory or delegated powers in relation to the Land.
- (l) On the date of the execution of the Transfer Deed hereof, the Transferors shall be left with no right, interest or title in the Land nor in any development and construction thereon, whether existing or developed in future, and that the Transferee shall have the absolute right to transfer, assign, convey, encumber, charge, mortgage the Land to any person at such terms and conditions as it deems fit and proper, at its sole discretion, and deal with the Land in any manner whatsoever without any interference and hindrance from the Transferors including handing over of possession of the entire Land. All development and constructions, future or existing on the Land shall vest with and be owned exclusively by the Transferee.

3.3 No Adverse Possession

- (a) The Transferors have not created any third party rights of any nature whatsoever on the Land either as lessees, licensees, trespassers or squatters.
- (b) The Land or any part thereof is not subject to any covenants, restrictions, stipulations, easements, licences, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.
- (c) No third party is in adverse possession of the Land or has acquired or claimed or is acquiring any rights adversely affecting the Land.

3.4 Development/ Construction

- (a) The Transferors hereby agree that from the date of execution of this Transfer Deed, all rights and entitlements of the Transferors under any existing or subsisting agreements/ arrangements pertaining to the Land shall automatically and absolutely vest with the Transferee and the Transferors shall not make any claims of any nature whatsoever in such rights and entitlements of the Transferee.
- (b) The Transferors agree, acknowledge and undertake that they shall not take any steps, deeds or actions with respect to the Land and shall not make applications for any sanctions/ lay-out plans to any governmental, statutory, administrative, judicial, municipal authorities or enter into any understanding, arrangement or agreement with any third party for raising any construction or development on the Land in any manner whatsoever. The Transferors further undertake that they shall not do any act, deed or



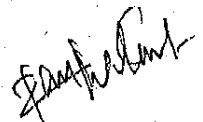
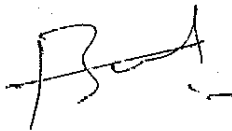


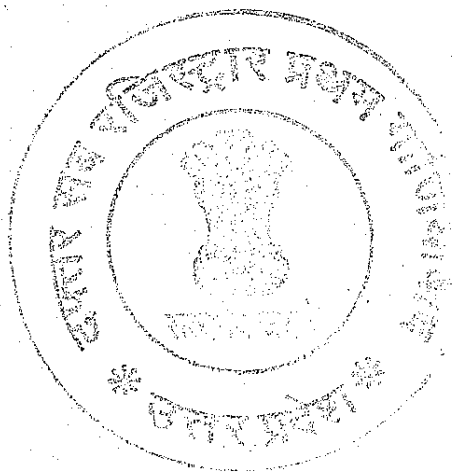
steps which may (i) impact, obstruct, affect or jeopardise, in any manner whatsoever, the usage, entitlements, privileges, occupation, benefits, rights (including rights of passage, easement rights etc.) of the Transferee in the Land or physical and peaceful possession of the Land with the Transferee and other rights and entitlements and titles of the Transferee as set forth in this Transfer Deed; and, or, (ii) diminish the value of the Land in any manner whatsoever.

- (c) The Transfer herein shall include Transfer and conveyance from the Transferors to the Transferee of the entire Land including all areas, developments, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water-courses, lights, liberties, privileges, easements, right of ingress and egress, profits, advantages, rights and appurtenances whatsoever on the Land or ground hereditaments or land areas and premises or any part thereof appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed thereof and to belong or be appurtenant thereto and all the estate right, title, interest, claim and demand whatsoever of the Transferors in, to, out of and upon the Land hereditaments and premises, and every part thereof to have and to hold the Land, hereditaments and premises hereby granted, conveyed, transferred and assured or intended or expressed so to be with their and every of their rights, title, interest, privileges and appurtenances unto and to the use and benefit of the Transferee forever and absolutely.

3.5 Litigation

- (a) The Transferors further represent and warrant that there have not been and there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or, threatened against or with respect to the Land. In the event it is later found that the Land is under any dispute of any nature whatsoever, the Transferors undertake to keep and hold the Transferee indemnified and harmless from all losses, damages, costs and expenses suffered and, or, incurred by the Transferee.
- (b) There have been no disputes or litigation touching or concerning the Land or any part thereof and there is no circumstance, fact or act or any impediment prejudicially affecting the Transferors' right or authority to develop and sell and transfer the Land or any part thereof and to deliver the vacant possession of the Land to the Transferee.
- (c) The Transferors represent to the Transferee that they have not received any notices, letters or any other communications of any nature whatsoever from any governmental, statutory, administrative, judicial, municipal authorities in respect of any matter which may affect in any manner the enjoyment of the Land or entitlement of the Transferors to develop and sell/transfer the Land in any manner whatsoever.
- (d) The Transferors further represent and assure to the Transferee that they have not received any compensation in respect of the Land from the governmental, statutory, administrative, judicial, municipal authorities or any other third party or entity and have not delivered or agreed to deliver possession of the Land to such third party or entity or the Government.





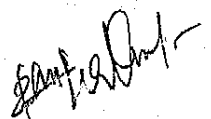
- (e) There exists no distress, charging order, garnishee order, recovery proceedings, as arrears of land revenue or otherwise, execution or other process which a court or recovery officer or similar body or authority may use to enforce sale and/or create any restriction of any nature on the sale and transfer of the Land or any part thereof in the manner contemplated herein with regard to payment of any debt, tax, duty, cess or outstanding, of any nature whatsoever.

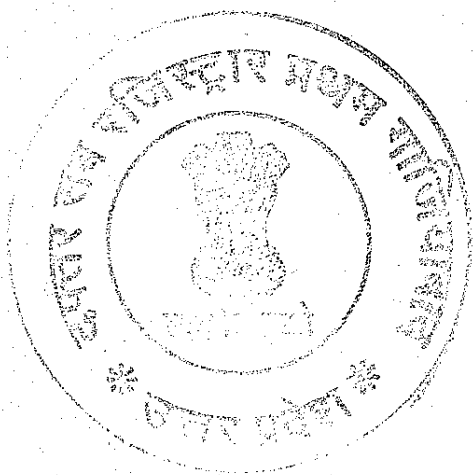
3.6 Past Dues

- (a) In the event any taxes, charges, rents, demands, claims, revenue, cesses, penalties or any other amounts payable towards any municipality or authority and, or, any other entity in respect of the Land are found to be due, for the period pertaining till the date hereof, the same shall be the sole responsibility of the Transferors irrespective of when the bill or notice for such payment has been issued or received and the Transferors undertake to keep and hold the Transferee indemnified and harmless from all losses, damages, costs and expenses suffered and, or, incurred by the Transferee.
- (b) There are no tax recovery dues pending or payable by the Transferors in respect of the Land.
- (c) All expenses and costs pertaining to the release of charges and approval from the concerned governmental, statutory, administrative, judicial, municipal authorities for transfer/sale of the Land in favour of the Transferee shall be borne and paid by the Transferors. The Transferors undertake to keep and hold the Transferee indemnified in this regard.
- (d) The Transferors have paid or will pay and remain liable to pay costs and all other taxes, levies and dues whatsoever payable in respect of the Land to the Government or any local authority till the date of registration of the Transfer Deed and thereafter the Transferee shall bear and pay such taxes and charges pertaining to the Land.

3.7 Other Representations

- (a) There is no other matter of which the Transferors are or ought to be aware on reasonable enquiry which adversely affects the value of the Land or casts any doubt on the right or title of the Transferors thereto or on the permitted use of the Land.
- (b) There is no prohibition on carrying out construction/ development on any part of the Land.
- (c) The Transferors have the full power and authority to enter into, execute and deliver this Transfer Deed and any other deeds, documents or agreements contemplated hereunder or pursuant hereto and to perform the transaction contemplated hereunder.
- (d) This Transfer Deed constitutes a legal, valid and binding obligation on the Transferors, enforceable against it in accordance with its terms.
- (e) There are no acts, steps, deeds, omissions or commissions made which prohibit or impact the execution of this Transfer Deed or the transfer of the Land in favour of the





Transferee.

- (f) The execution, delivery and performance of this Transfer Deed by the Transferors and the consummation of the transaction contemplated hereunder shall not: (i) violate any provision of its constitutional or governance documents (including their respective memorandum and articles of association); (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

3.8 **Separate Warranties**

Each of the representations, warranties, covenants and obligations set forth in this Section 3 shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Transfer Deed or qualified by any actual or constructive knowledge on the part of the Transferee or any of its agents, representatives, officers or employees. Each of the recitals shall be treated as representation and warranty of the Transferors. All representations, warranties, obligations, covenants and indemnities of the Transferors under this Transfer Deed shall be joint and several.

4. **INDEMNIFICATION**

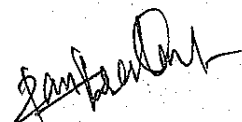
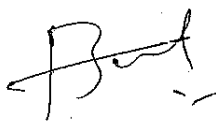
The Transferors hereby, jointly and severally, agree and undertake that they shall, at all times, keep and hold the Transferee and its directors, officers and employees fully indemnified, saved, defended and harmless, from and against all claims, suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities and demands which the Transferee may bear, incur or suffer, and, or, which may be made, levied or imposed on the Transferee, and, or, claimed from the Transferee, due to or by reason or virtue of (i) any defect in or want of title or in relation to the marketability or possession or quiet enjoyment of the Land or any part thereof; (ii) any legal, quasi-legal, administrative, claims, actions, notices, litigations, arbitrations, mediation, conciliation, garnishee or other proceedings of any nature whatsoever against or with respect to the Land or any portion thereof or against the Transferors relating to the Land; (iii) any of the representations, warranties, assurances and other terms and conditions of this Transfer Deed being found to be false, untrue and, or, misleading in any manner whatsoever; and, or, (iv) breach of the Transferors' obligations, covenants and undertakings under this Transfer Deed; and, or, (v) Transferors having suppressed or concealed any facts, documents or information from the Transferee.

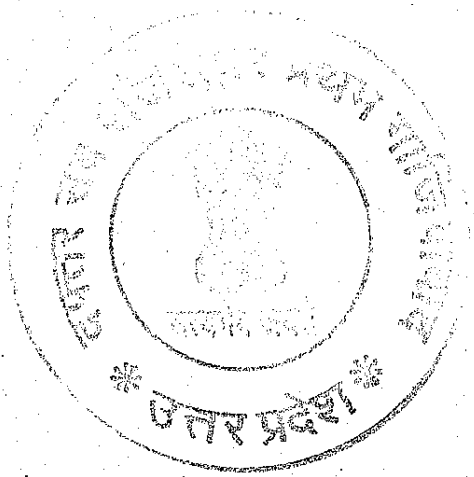
5. **COSTS & EXPENSES**

The stamp duty, transfer duty, registration fee, and all other costs related to the Transfer Deed shall be borne by the Transferee.

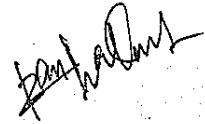
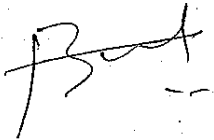
6. **MISCELLANEOUS**

The Transferors and the Transferee confirm that they have passed necessary board resolutions for the purposes of giving effect to the transactions contemplated herein and a copy of such resolutions is annexed herewith at Annexure A.





The stamp duty is remitted on the present instrument of Transfer deed as the transaction of Transfer is entered among the 100% wholly owned subsidiary companies (here-in-after referred to as Transferors and Transferee) of a common holding company, M/s. Shrey Promoters Private limited in pursuance to the Notification no. 1 dated 16-01-1937 issued by governor general in council and made applicable to the state of Uttar Pradesh vide notification no. M.599/X-501 dated 25-03-1942 issued by the Finance Department of State of Uttar Pradesh and Notification no. S.V.K.N.-5-4720/11-2009-500(129)/2009 dated 10-09-2009 issued by Kar Evam Nibandhan Anubhag-5, State Government of Uttar Pradesh. The said notification have not been cancelled and are still in existence till date and the exemptions under the said notifications are applicable. The Transferors and Transferee companies are limited by shares as defined under the Companies Act, 1956. The 100% share capital of Transferors and Transferee are beneficially hold by common holding company, M/s. Shrey Promoters Private Limited and the Transferors and Transferee companies have obtained certificates in this regard from the Registrar of Companies, State of Uttar Pradesh, Kanpur, Uttar Pradesh, enclosed herewith. Hence, no stamp duty is being paid on this document.





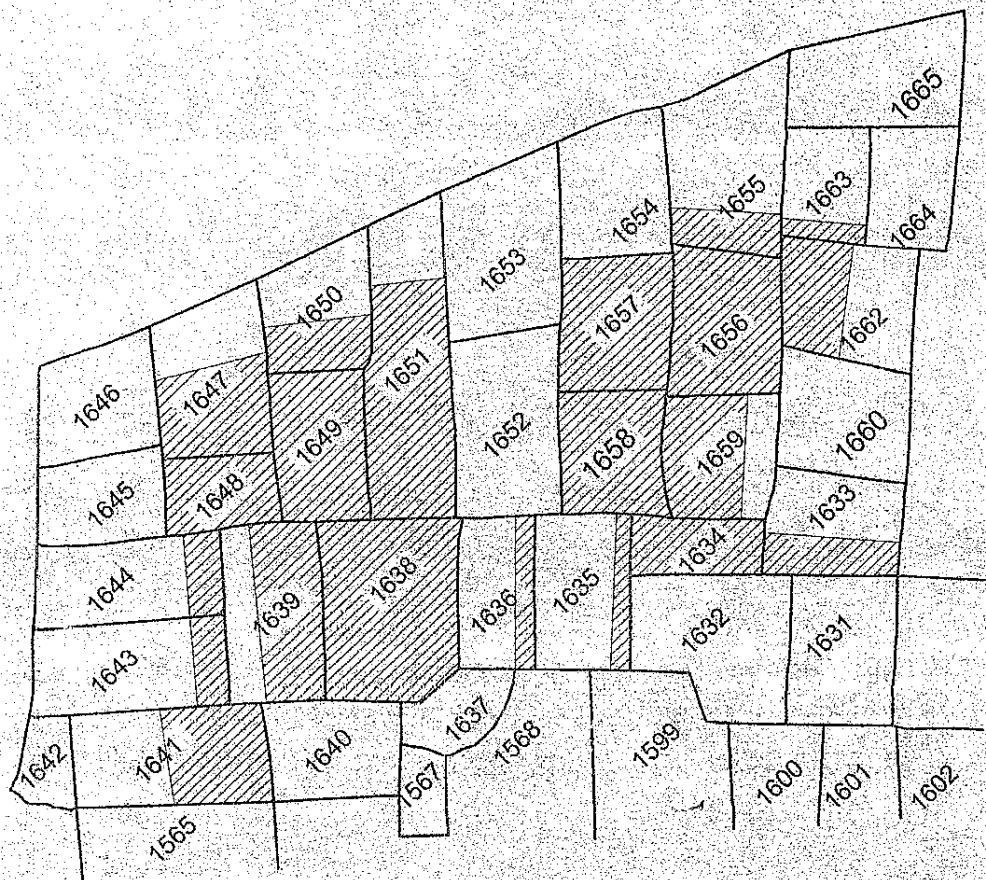
SITE PLAN

KHASRA No. - 1633, 1634, 1635, 1636, 1638, 1639, 1641, 1643, 1644, 1647, 1648, 1649
1650, 1651, 1655, 1656, 1657, 1658, 1659, 1662, 1663

VILLAGE . - SHAHPUR BAMHETA

PARGANA . - DASNA

TEHSIL & ZILA, GHAZIABAD



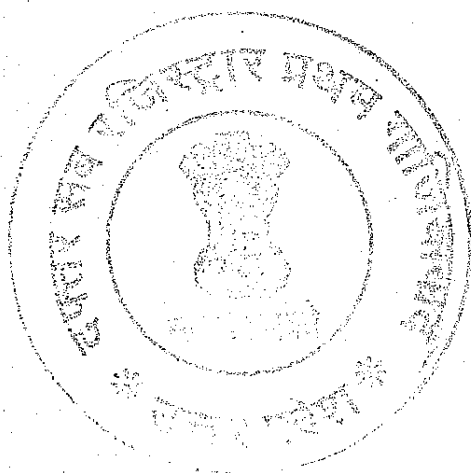
TOTAL LAND AREA = 4,0149 Hectare

SELLER:-

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PURCHASER:-

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ANNEXURE A
(Registered Office Details of Transferors)

Sl. No.	Name of Company	Registered Office	Date of Board Resolution
1	Active Promoters Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
2	Amar Deep Buildcon Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
3	Deep Jyoti Projects Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
4	Gyan Jyoti Estates Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
5	Logical Developers Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
6	Logical Estates Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
7	Prosperous Constructions Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
8	Sonex Projects Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
9	Zonex Estates Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014

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ACTIVE PROMOTERS PRIVATE LIMITED

(Regd. Off.: - 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 2.7773 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

S.NO.	Name of the company	Area (Hectare)
1	ESTUARY CONBUILD PRIVATE LIMITED	0.3790
2	EXPONENT CONBUILD PRIVATE LIMITED	0.3630
3	SUN BUILD MART PRIVATE LIMITED	0.3327
4	EDIFICE CONBUILD PRIVATE LIMITED	0.4054
5	SAGACIOUS CONBUILD PRIVATE LIMITED	0.1060
6	INCREDIBLE INFRASTRUCTURE PVT. LTD.	0.4680
7	POTENTIAL PROPBUILD PRIVATE LIMITED	0.0379
8	EDDY CONBUILD PRIVATE LIMITED	0.1400
9	EFFUSION CONBUILD PRIVATE LIMITED	0.5453
	TOTAL	2.7773

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE

For Active Promoters Private Limited

For Active Promoters Pvt. Ltd.

Director/Authorized Signatory

[Signature]

[Signature]

