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सत्यमेव जयते

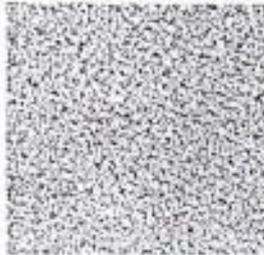
INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP00491466201658M
Certificate Issued Date : 23-Jul-2014 03:28 PM
Account Reference : SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPSHCIL0100580276446664M
Purchased by : P A R Y DEVELOPERS PRIVATE LIMITED
Description of Document : Article 31 Exchange of property
Property Description : PLOT NO. GH-B1 AND PLOT NO. GH-B2, SECTOR-25, JAYPEE GREENS SPORTS CITY, SDZ, YEIDA
Consideration Price (Rs.) : 0
(Zero)
First Party : P A R Y DEVELOPERS PRIVATE LIMITED
Second Party : SOLITAIRE REALINFRA PRIVATE LIMITED
Stamp Duty Paid By : P A R Y DEVELOPERS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 1,25,00,000
(One Crore Twenty Five Lakh only)



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EXCHANGE DEED

P.A.R.Y. Developers Pvt. Ltd.

Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

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सत्यमेव जयते

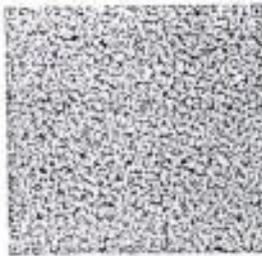
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Certificate No. : IN-UP00491488280678M
 Certificate issued Date : 23-Jul-2014 03:29 PM
 Account Reference : SHCIL (FI) upshcil01/NOIDA/UP-GBN
 Unique Doc. Reference : SUBIN-UPUPSHCIL0100580244748093M
 Purchased by : SOLITAIRE REALINFRA PRIVATE LIMITED
 Description of Document : Article 31 Exchange of property
 Property Description : PLOT NO. GH-B1 AND PLOT NO. GH-B2, SECTOR-25, JAYPEE GREENS SPORTS CITY, SDZ, YEIDA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : P A R Y DEVELOPERS PRIVATE LIMITED
 Second Party : SOLITAIRE REALINFRA PRIVATE LIMITED
 Stamp Duty Paid By : SOLITAIRE REALINFRA PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 1,25,00,000
 (One Crore Twenty Five Lakh only)



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EXCHANGE DEED

P.A.R.Y. Developers Pvt. Ltd.

Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

0000367032

Statutory Alert:





EXCHANGE DEED

1. STAMP DUTY PAID ON	:	₹ 50,00,00,000/-
2. STAMP DUTY	:	₹ 2,50,00,000/-

IN CONNECTION WITH THE a Plot of Land in the Jaypee Greens Sports City admeasuring 21622.6 Square Meters (approximately 5.34 Acres) being Plot No.GH-B1, situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority Area, District Gautam Budh Nagar (U.P.).

For Solitaire Real Estate Pvt. Ltd.
P.A.R.Y. Development Pvt. Ltd. Solitaire Real Estate Pvt. Ltd.

Authorized Signatory
Authorized Signatory

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This Exchange Deed through Assignment is made and executed at GREATER NOIDA, GAUTAM BUDH NAGAR on this 24th Day of July 2014, between M/s. P.A.R.Y. Developers Private Limited, (PAN-AADCP4564C), a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at B-22, 6th Floor, Pocket-9A, Jasola, New Delhi-110025, through its Director/ Authorized representative Mr. RAJAT DUA, S/o. Shri S.L. Dua R/o 6/2, Jangpura-B, Ground Floor, New Delhi-110014 duly authorised by Board of Directors vide Board meeting dated 26.06.2014 held at registered office of the Company (hereinafter referred to as the "First Party"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives) of the FIRST PART.

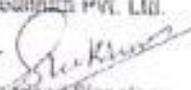
AND

M/s. Solitaire Realinfra Private Limited, (PAN-AACCH4156K), a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at D- 835, New Friends Colony, New Delhi- 110065, India (PAN-AACCH4156K), through its Authorized representative Mr. Chandra Shekhar S/o Shri J.S. Maurya R/o C-2nd, 31, New Ashok Nagar, Delhi-110096, duly authorised by Board of Directors vide Board meeting dated 26.06.2014 held at registered office of the Company (hereinafter referred to as the "Second Party"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its

P.A.R.Y. Developers Private Limited
For Solitaire Realinfra Pvt. Ltd.


Authorized Signatory


Authorized Signatory


Authorized Signatory

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legal heirs, executors, successors and legal representatives) of the
OTHER PART.

Whereas the First Party aforesaid is an Allottee/Sub-Lessee and in possession of a Plot of Land in the Jaypee Greens Sports City admeasuring 21622.6 Square Meters (approximately 5.34 Acres) being Plot No.GH-B1, situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority Area, District Gautam Budh Nagar (U.P.), (hereinafter referred to as the "First Schedule Property").

Whereas, the Second Party is the absolute owner/Sub Lessee of a Plot of Land in the Jaypee Greens Sports City admeasuring 45389.00 Square Meters (approximately 11.215 Acres) being Plot No.GH-B2, situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority Area, District Gautam Budh Nagar (U.P.) (hereinafter referred to as the "Second Schedule Property").

AND WHEREAS the Sub Lease Deed in respect of the First Schedule Property has been executed by and between **Jaypee Sports International Limited & First Party** and same was registered with the Sub-Registrar, Gautam Budh Nagar in Book No.1, Volume No.13592 at pages 237-612 at Sl. No.15862 on 27.06.2013.

AND WHEREAS the Sub Lease Deed in respect of the Second Schedule Property has been executed by and between **Jaypee Sports International Limited & Second Party** and same was registered with the

For Solitaire Realinfra Pvt. Ltd.
P.A.R.T.Y Development Pvt. Ltd.

Authorized Signatory

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For Solitaire Realinfra Pvt. Ltd.

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Sub-Registrar, Gautam Budh Nagar in Book No.1, Volume No.14745 at pages 71 to 136 at Sl. No.32715 on 27/12/2013.

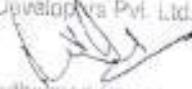
AND WHEREAS the FIRST PARTY aforesaid has obtained permission to transfer the First Schedule Property in favour of the SECOND PARTY from the Yamuna Expressway Industrial Development Authority vide transfer Memorandum No.YEA/Property/124/SDZ/2014 on DATED 16/07/2014, hereinafter referred to as the Transfer Memorandum.

And whereas the First Party aforesaid has transferred the above said First Schedule Property in favour of the Second Party.

NOW THIS TRANSFER DEED WITNESSETH AS UNDER:-

1. That the consideration of the First Schedule Property has been settled to as, Second Party give and transfer its rights in favour of First Party to Construct, own and sell Solitairian City tower No. S1 (Plinth Area 797.52 Sqm.), S2 (Plinth Area 622.33 Sqm.), S5 (Plinth Area 947.73 Sqm.), T2, & T3 (Plinth Area 1040.10 Sqm.) i.e. Total Plinth/Land Area 3407.68 Sqm. on the Land Area 10000.00 Sqm. only according to permissible FAR of this area, forming part of Second Schedule Property i.e. "Consideration Rights".
2. That the Parties shall construct the buildings as per bye laws of YEIDA/Approved Architecture Drawing.

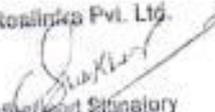
P.A.R.Y. Developers Pvt. Ltd.


Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.


Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.


Authorized Signatory

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14. That the Parties automatically would inherit all the respective assets and liabilities connected to the above Properties/Rights relating to deviation made in their respective buildings viz building plan approved by the YEA.
15. That the First Party & Second Party jointly (in the ratio 50:50) shall bear the stamp duty charges and legal expenses of execution of this Deed including the registration charges as may be applicable including any additional Stamp duty required to be paid or expenses required to be incurred in future.
16. If the Second Party does not abide by the terms and conditions of the Lease Deeds and residential purpose framed by the Authority then the lease may be cancelled by the YEA.
17. That the vacant physical possession of the above said Properties/Rights have been handed over by the parties to each other. Hereafter, they 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 other party or from any person in any manner whatsoever, provided the Second Party adheres to and abide by the terms and conditions of the said Lease Deeds & Conveyance Deed.

P.A.R.V. Developers Pvt. Ltd.

Authorized Signatory

Law Redacted Pvt. Ltd.

Authorized Signatory

For Solitaire Real Estate Pvt. Ltd

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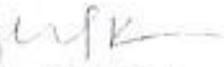
IN WITNESS WHEREOF the First Party and the Second Party have set their respective hands on this Transfer Deed on the Day and month above written, at Noida, Distt. Gautam Budh Nagar, U.P., in the presence of the following witnesses.

WITNESSES:


1. SUSHANT K. GOYAL
S/O SH. H. K. GOYAL
H-138, GAMMA-2, GREATER NOIDA

PARV. Developers Pvt. Ltd.

(FIRST PARTY)


2. ATUL KUMAR AGARWAL (Adv.)
H-138, GAMMA-2, GREATER NOIDA

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory
(SECOND PARTY)

Drafted By Atul Kumar Agarwal (Adv.), Gautam Budh Nagar



For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory
