

उत्तर प्रदेश UTTAR PRADESH

N 135744

TRANSFER DEED

This stamp for Rs 100.00 (Rupees One Hundred Only) is part of Transfer Deed executed by "Intellect H R Services Private Ltd." in favour of "Angelique International Ltd." with respect to property bearing No.12 situated at Sector 125, New Okhla Industrial Development Area, Gautam Budh Nagar admeasuring 1800 sq. mts.

For Intellect HR Services Pvt Ltd.



Director

ANGELIQUE INTERNATIONAL LTD.

[Handwritten signature]

स्क्रम नं०-28. स्टाम्प निम्नलिखित कि ति थि... 10/12/8

स्टाम्प क्रम करवो का प्रयोक्ता..... f. 10/12/8

स्टाम्प केंद्र का नाम स पुन गता

स्टाम्प की प्रवर्तिका..... 10/12/8

अतिथि कृपान अंशुम नर पत्र निम्नलिखित

संस्कृत नं० 11-8-8 अथवा 31-3-2008

उपनिवेशक कार्यालय सैक्टर-16 सीपडा

सीमा 2000..... 10/12/8

INTELLECT AR SERVICES (P) LTD F-1088 CHITARAN PART. Delhi



602

Total sale consideration	Rs. 30,00,00,000=00
Total Stamp duty paid	Rs. 1,50,00,100=00
<u>Market Value as per Circle rate:</u>	
Plot area 1800 Sq. m. @ Rs. 16000=00 per Sq.m	Rs. 2,88,00,000=00
Constructed area 10 floors including one basement @ Rs. 7,500=00 per Sq. m.	
1800 * 10 * 7500	Rs. 13,50,00,000=00
Total	Rs. 16,38,00,000=00
(+) 10% of the above	Rs. 1,63,80,000=00
TOTAL	Rs. 18,01,88,000=00

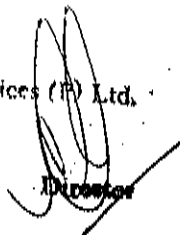
TRANSFER DEED

THIS TRANSFER DEED IS MADE AT NOIDA ON THIS ..19..th DAY OF DECEMBER 2008

BETWEEN

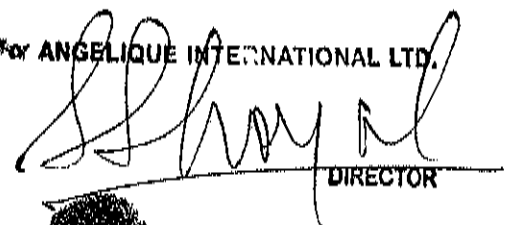
M/S INTELLECT HR SERVICES PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 1956

For Intellect HR Services (P) Ltd.


DIRECTOR



For ANGELIQUE INTERNATIONAL LTD.


DIRECTOR





having its registered office at F- 1098, Basement, Chitranjan Park,
New Delhi-110019

PAN NO. AABCI2570D

Through its Director Sh. Arun Kumar Ghai aged 36 years S/o Sh. Mohinder Lal Ghai R/o House No 604 Sector 15, Faridabad Haryana 121007 duly authorized in terms of board resolution dated September 28, 2008;

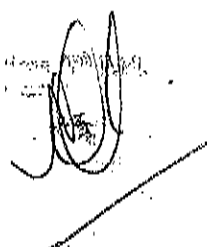

[Hereinafter referred to as "**Transferor**" which expression shall unless the context does not so admit includes its successors, administrators, representatives and permitted assignees] **PARTY OF THE FIRST PART**

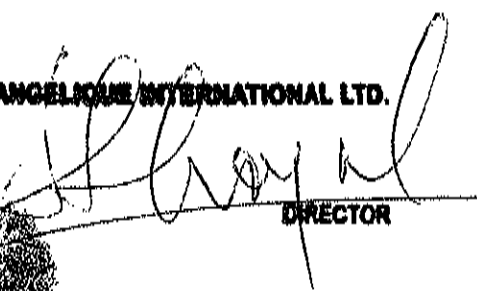

AND

M/S ANGELIQUE INTERNATIONAL LIMITED, a company incorporated under the provisions of Companies Act, 1956 having its registered office at 104-107, HEMKUNT TOWER, 1ST FLOOR, 98, NEHRU PLACE, NEW DELHI

PAN NO. AACCA4675N

Through its Director Sh. Sanjay Krishna Goel aged 39 years S/o Sh. Daya Krishna Goel R/o D-1086, New Friends Colony, New Delhi- 65 duly authorized in terms of board resolution dated September 13, 2008;


For ANGELIQUE INTERNATIONAL LTD.
DIRECTOR


GTJ JANOTANRETTEN ENGLISH

86773840



[Hereinafter referred to as "**Transferee**" which expression shall unless the context does not so admit, includes its successors, administrators, representatives and permitted assignees] PARTY OF THE SECOND PART

RECITALS

WHEREAS

1. The Transferor is the original lessee of the property comprised in Plot no. 12, situated at Sector- 125 in the New Okhla Industrial Development Area, District Gautam Budh Nagar, Uttar Pradesh admeasuring 1800 Sq. mts. and bounded as under:

On the North	- As per site plan annexed
On the South	- As per site plan annexed
On the East	- As per site plan annexed
On the West	- As per site plan annexed

[Hereinafter the total property comprising of the plot above and the total constructed area are referred to as "**Demised Premises**"]

For the Director Services

DIRECTOR


For ANGELIQUE INTERNATIONAL LTD.

DIRECTOR

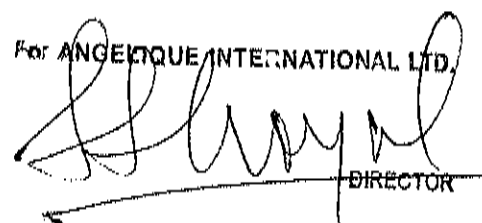


2. The Transferor has acquired the said demised premises on leasehold basis from New Okhla Industrial Development Authority [NOIDA in short] for a period of 90 years in terms of **Allotment Letter** dated 16-06-2005 and **Lease Deed** dated 30-01-2006 duly registered and entered into the records of Sub-Registrar Office NOIDA in Book No. I Volume No. 631 at pages 631/658 to 720/721 dated 30/1/2006;
3. The Transferor has been in actual physical possession of the demised premises in terms of **Possession Letter** dated 02-02-2006 executed by NOIDA in favour of Transferor;
4. The transferor has further constructed **ONE** basement admeasuring 944.85 Sq.m, **ONE** Ground Floor admeasuring 567.36 Sq.m and **EIGHT** floors admeasuring 4538.88 Sq.m total admeasuring 6051.09 Sq.m. on the said demised premises [hereinafter referred to as "**Constructed Area**"]
5. The Transferor has been granted **Functional Certificate** by NOIDA on 11-12-2007 and **Completion Certificate** on 02-07-2008;
6. The Transferee approached the Transferor and made a proposal for the transfer of said demised premises together with Constructed Area to it for the purposes of construction / setting up a I.T enables Services – SOFTWARE UNIT (Engineering Design and BPO) on payment of valuable consideration;

For I.T. enabled Services (BPO) Unit


Director

For ANGELOQUE INTERNATIONAL LTD.


DIRECTOR



7. The parties underwent negotiations and thereafter, the Transferor agreed to transfer the said demised premises together with Constructed Area to the Transferee, subject to permission from NOIDA and compliance of all other necessary terms and conditions contained in the allotment letter dated 16-06-2005 and Lease Deed dated 30-01-2006 and other terms and conditions that may be prescribed by NOIDA
8. NOIDA vide **Transfer Memorandum** bearing no. 3631/NOIDA/DGM(Instt.)/2008 dated 11-11-2008 registration ID 10000890 granted permission to the Transferor to transfer the said demised premises together with Constructed Area to the Transferee subject to various terms and conditions as contained in the said Transfer Memorandum. The Transfer Memorandum shall be considered as a part and parcel of this Transfer Deed and the conditions thereof shall be read as binding on the parties and forming part of the present transfer deed.

**NOW THE PARTIES TO THIS TRANSFER DEED
WITNESSES AND AGREE AS UNDER:**

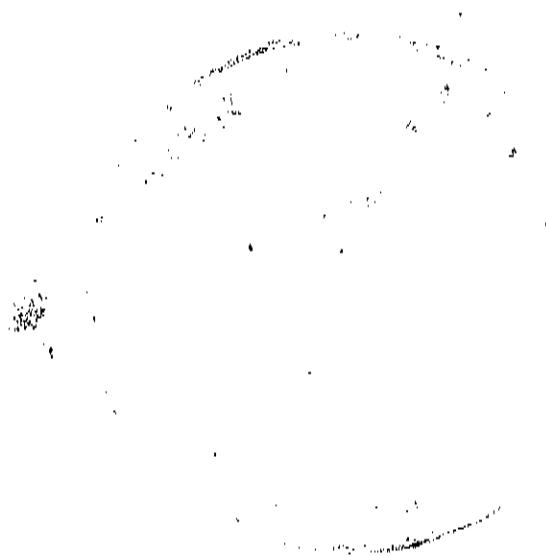
1. That in pursuance of the total consideration of the sum of Rs. 30,00,00,000=00 (RUPEES THIRTY CRORES ONLY) paid to the transferor by the transferee, as detailed here-in-under,

For Intellect HR Services (P) Ltd.

Director

For ANGELIQUE INTERNATIONAL LTD.

DIRECTOR



Cheque No/RTGS	Cheque date	Drawn on	Amount Rs in crores
Ch No. 153461	19 th August 2008	State Bank of India Overseas Branch- New Delhi	2.00
Ch No. 153427	12 th August 2008	-do	2.00
Ch No.153410	7 th August,2008	-do-	2.00
Ch. No 153345	14 th July 2008	-do-	2.00
Ch No. 153227	17 th June 2008	-do-	2.00
Ch No. 004475	4 th October , 2008	Axis Bank Limited	3.00
RTGS No SBI NH 0831 7308 341	12 th November, 2008	State Bank of India Overseas Branch New Delhi	3.00
RTGS No SBI NH 0832 6311 392	21 st November, 2008	State Bank of India Overseas Branch New Delhi	2.00
Ch No. 227746	15 th December, 2008	State Bank of India Overseas Branch New Delhi	11.60
Ch No.	15 th December,	State Bank of India	0.25

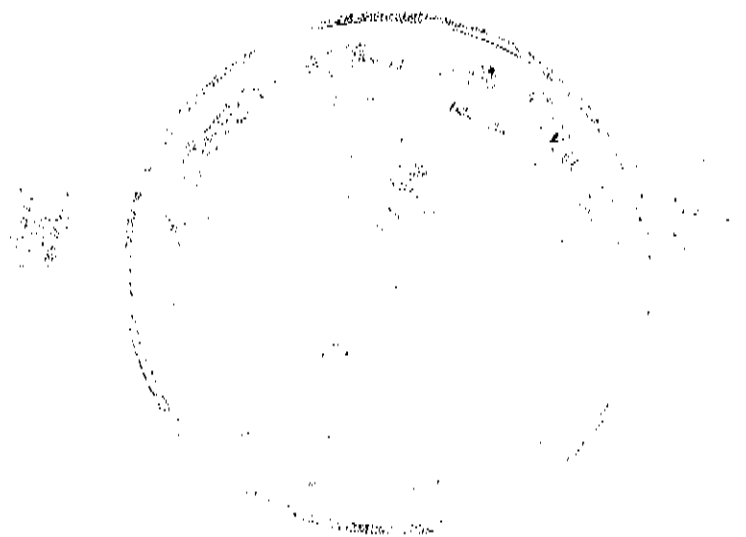
For Intellect HR Services (P) Ltd.



Director

For ANGELIQUE INTERNATIONAL LTD.

DIRECTOR



227747	2008	Overseas Branch New Delhi	
Ch No. 227748	15 th December, 2008	State Bank of India Overseas Branch New Delhi	0.15
Total			30.00

respectively by the transferee to the transferor (the receipt of which said sums the transferor do hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the transferee) being the full and final consideration money agreed to be paid as aforesaid, the Transferor DO HEREBY ASSIGN, TRANSFER and unto the transferee ALL THOSE pieces or parcels of land, buildings etc. comprised or forming part of said demised premises together with Constructed Area on "as is where is" basis and more particularly described in the **SCHEDULE** hereunder written and delineated on the plan thereof hereto annexed being thereon together with all buildings, constructions, courtyards areas, compounds, sewers, drains, ditches and fences, trees, plants, shrubs, ways, paths, passages, common gullies, well, water, water-courses, rights, liberties,

For International PS Services (P) Ltd.



[Signature]
Director

For ANGELIQUE INTERNATIONAL LTD.

[Signature]
DIRECTOR





privileges, amenities, facilities, attachments, easements, profits, advantages, rights, members and appurtenances whatsoever to the said demised premises or ground belonging or in anyway appertaining and with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong and be appurtenant thereto and all the estate right, title, interest, property claim and demand whatsoever at law and in equity of the transferor in to, out of or upon the said demised premises together with Constructed Area and hereditaments and premises or any part thereof TO HAVE AND TO HOLD all and singular the said demised premises together with Constructed Area, hereditaments and premises and all other the premises hereby assigned and transferred or intended or expressed to be with their and every of their rights, members and appurtenances UNTO AND TO THE USE and benefit of the transferee, its successors and assigns henceforth **for all the residue now unexpired of the term of Ninety Years** and the renewal or renewals thereof by NOIDA **SUBJECT** to the

For Intellect HR Services (P) Ltd.

Director

For ANGELIQUE INTERNATIONAL LTD

DIRECTOR



covenants and conditions contained in the said lease deed dated 30-01-2006 and Transfer Memorandum dated 11-11-2008 executed by NOIDA so far as the same relate to the said demised premises together with Constructed Area and henceforth on the part of the transferee as the lessee thereof to be observed and performed and subject further to the payment of all rents, rates, charges, assessments, dues and duties now chargeable upon the same or hereafter to become payable in respect thereof to Government, NOIDA or any other local or public body or authority in respect thereof.

2. The transferor DO HEREBY GRANT, CONVEY, TRANSFER AND ASSURE unto the transferee all those Constructed area including the buildings, erections and structures erected and standing or being erected thereon together with all sewers, drains, ditches, assessments, profits, privileges, amenities, facilities, attachments, rights, members and appurtenances whatsoever thereto belonging or in anyway appertaining and with the same or any part thereof now or at

For Intellect HR Services (P) Ltd.

Director


For ANGELIQUE INTERNATIONAL LTD.

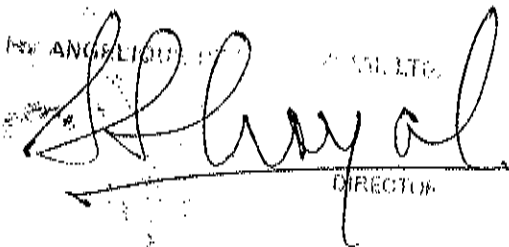
DIRECTOR

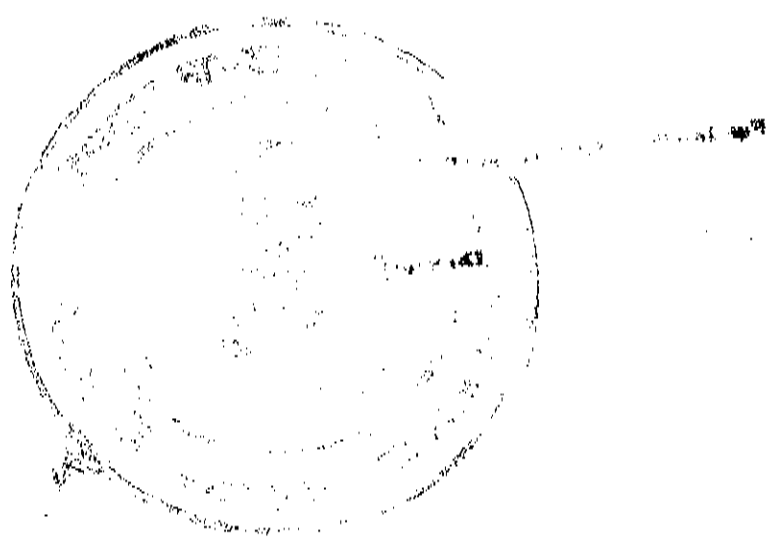


any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto and all the estate right, title, interest, property, claim and demand whatsoever at law or in equity into out of or upon the said buildings, erections and structures or any part thereof to have and to hold the said buildings, erections and structures hereinbefore expressed to be hereby granted, conveyed, transferred and assured with their appurtenances unto and to the use of the transferee for ever subject nevertheless to the payment of all rates, taxes assessments, dues and duties now chargeable upon the same or which may hereafter become payable to Government, NOIDA or to any local or public body or authority in respect thereof.

3. THE TRANSFEROR DO HEREBY COVENANT with the transferee, its successors and assigns that notwithstanding any act, deed, or thing by the transferor or any person or persons lawfully or equitably claiming from, under or in trust for the transferor done, executed, omitted or knowingly suffered to the

 For Intellect HR Services Pvt. Ltd.
Director

 ANGELIQUE
DIRECTOR

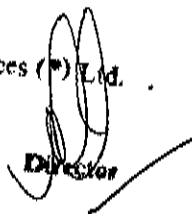


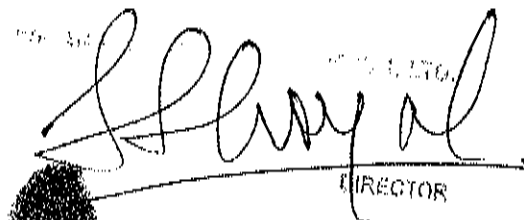
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contrary the said Lease Deed dated 30-01-2006 is now valid and subsisting and not in anyway forfeited, surrendered or become void or voidable and that the covenants and conditions on the part of the transferor by and in the said lease reserved and contained have been duly performed and observed upto the date of these presents and that notwithstanding any such act, deed or thing as aforesaid the transferor now have good right, full power and absolute authority to grant, assign and transfer the said demised premises hereinbefore assigned and transferred or expressed so to be and to grant, convey, transfer and assure the said Constructed Area including any privileges, amenities, facilities, attachments, rights, members and appurtenances whatsoever thereto unto and to hereinbefore granted, conveyed, transferred and assured or expressed so to be unto and to the use of the transferee in manner aforesaid and that it shall be lawful for the transferee from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said demised premises hereinbefore assigned and transferred or expressed so to be and

Pay Intellect HR Services (P) Ltd.




Director



DIRECTOR



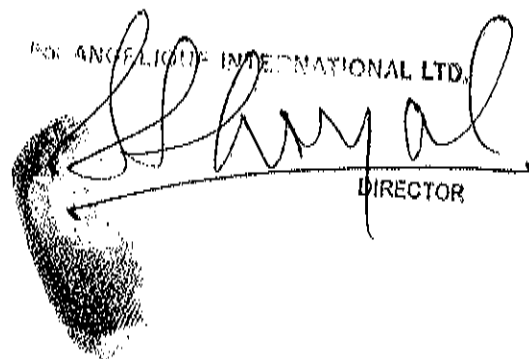


the Constructed Area hereinbefore granted, conveyed, transferred and assured or expressed so to be with their respective appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any lawful eviction, interruption, claim or demand whatsoever from or by the transferor or from any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the transferor and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the transferor well and sufficiently saved, defended, kept harmless and indemnified by, from and against all former and other estates, title, charges and encumbrances whatsoever either held or to be hereafter had, made, executed, occasioned or suffered by the Transferor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them and that the transferor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said demised premises hereinbefore assigned

For Int'l. Services Ltd.



FOR ANGELIQUE INTERNATIONAL LTD.



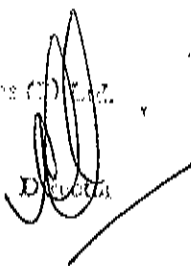
DIRECTOR



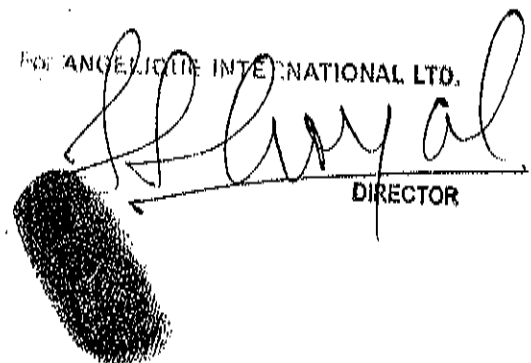
and transferred and the said Constructed area hereinbefore granted, conveyed, transferred and assured or any of them or any part thereof by, from, under or in trust for the transferor shall and will from time to time and at all times hereafter at the request and costs of the transferee do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances, assignments and assurances in law whatsoever for the better, further and more effectually assuring the said demised premises together with Constructed Area or any of them or any part thereof unto and to the use of the transferee in manner aforesaid as shall or may be reasonably required by the transferee.

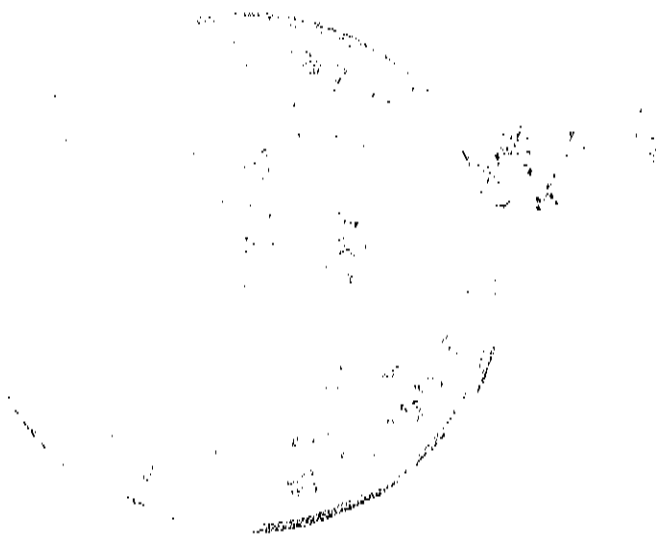
4. THE TRANSFEEE DOTH HEREBY COVENANT with the transferor that the transferee shall and will at all times hereafter during the continuance of the said term granted by the said lease and the renewal or renewals thereof observe and perform the covenants and conditions contained in the said lease in so

For Intelligent ITR Services (P) Ltd.


DIRECTOR

For ANGELOUTHE INTERNATIONAL LTD.


DIRECTOR



far as the same relate to the said demised premises together with Constructed Area and henceforth on the part of the transferee as the lessees thereof to be observed and performed and will at all times hereafter keep the transferor effectually indemnified from and against the observance and performance of the said covenants so far as the same relate to the said demised premises and all actions, proceedings, costs, damages, expenses, claims and demands whatsoever which may be incurred or sustained in respect thereof by reason of or on account of the breach or non-observance or non-performance of the said covenants and conditions or any of them.

5. DELIVERY OF POSSESSION: The transferor has delivered and the transferee has assumed to its satisfaction the exclusive, peaceful and vacant physical possession of the said demised premises together with Constructed Area thereon today on the execution of the present Transfer Deed;

For International Services (P) Ltd.



[Signature]
Director

For International Services (P) Ltd.
[Signature]
DIRECTOR



6. AMENITIES: The transferor represents that it shall hand over a complete list of all amenities (including originals of all such contracts, documents, understandings etc. with any agency, contractor etc) including but not only limited to, say, Lifts, Air Conditioning Plant etc. provided in the demised premises and the constructed area, to the transferee. If any security money/ retention amount has been kept by the transferor under the said contracts, documents, understandings etc., such security money/ retention amount shall be forthwith transferred to the transferee on the transferor executing appropriate Assignment Deed in favour of transferee within 10 days of execution of present transfer deed;

The transferee, however, shall be at absolute liberty to either continue with the existing arrangement or to renegotiate all such contracts, documents, understandings etc. with such agency, contractor etc or to enter into absolutely new contracts, documents, understandings etc. with respect to any or all amenities with any new agency, contractor etc or make any other arrangement of its choice, whatsoever.

For Intellect HR Services (P) Ltd.

Director



For ANGELIQUE INTERNATIONAL LTD.

DIRECTOR





The transferee will not bear any liability or responsibility under any such existing arrangement, contracts, understandings between transferor and any agency, contractor with respect to any or all amenities unless and until proper and legally enforceable assignment deed is duly executed in favour of transferee.

The transferor indemnifies and holds transferee harmless against any claims, liability, whether monetary or otherwise, arising out of any such existing arrangement, contracts, understandings between transferor and any agency, contractor with respect to any or all amenities unless and until proper and legally enforceable assignment deed is duly executed in favour of transferee.

7. REPRESENTATION AND WARRANTIES OF TRANSFEROR

The transferor represents and warrants to transferee that:

For Intellect HR Services (P) Ltd.

Director

ANGELIQUE INTERNATIONAL LTD.

DIRECTOR



- (i) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation i.e. India;
- (ii) It has full power and authority to execute, deliver and perform its obligations under this Transfer Deed and to carry out the transaction contemplated hereby;
- (iii) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Transfer Deed;
- (iv) This Transfer Deed constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (v) It is subject to civil and commercial laws of India with respect to this Transfer Deed and it hereby expressly and

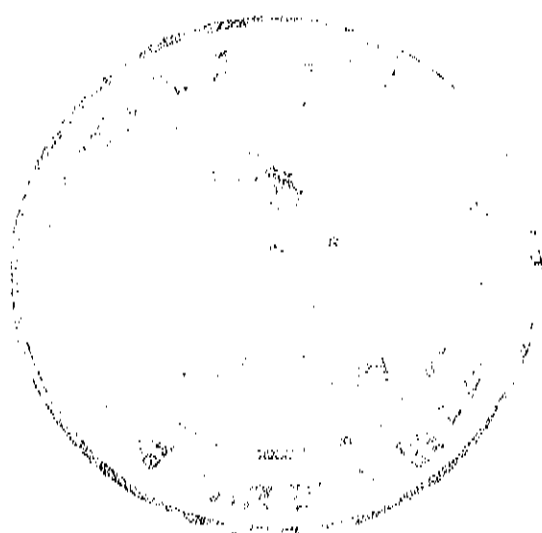
For Intellect IT Services (P) Ltd.

Director

For ANGELIQUE INVESTMENTS (P) LTD.

DIRECTOR





irrevocably waives any immunity in any jurisdiction in respect thereof;

- (vi) There are no actions, suits, proceedings, or investigations pending or, to the transferor's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the transferor under this Transfer Deed or which individually or in the aggregate may result in any material adverse effect or in any impairment of its ability to perform its obligations and duties under this Transfer Deed;
- (vii) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any Material Adverse Effect or impairment of the transferor's ability

For Intellectual ER Services (P) Ltd.

Director

For ANGELIQUE INTERNATIONAL LTD.

DIRECTOR

to perform its obligations and duties under this Transfer Deed;

- (viii) The Transferor represents and declares that it has a clear marketable title to the said demised premises together with Constructed Area free from all or any encumbrances, whatsoever.
- (ix) The transferor represents that the Constructed area has been developed in accordance with the permissible Floor Area Ratio (FAR) in accordance with the prescribed byelaws, plan and building regulations. There is no unauthorized construction on the plot.
- (x) It has complied/ shall comply with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material

For Intellect HR Services Pvt. Ltd.



Director

Signature

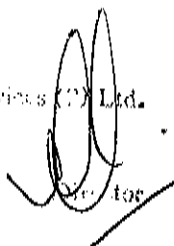
Adverse Effect on its ability to perform its obligations and duties under this Transfer Deed;

- (xi) All rights and interests of the transferor in and to the said demised premises including all construction made thereof, buildings etc. shall pass to and vest in transferee on the date of execution of present Transfer Deed and the same shall be free and clear of all liens, claims, and encumbrances without any further act or deed on the part of the transferor;
- (xii) The transferor represents that it has paid full Lease Premium amount as indicated in the lease deed dated 30-01-2006 to NOIDA and has furnished a receipt bearing Srl. No. 421 dated 10-11-2008 amounting Rs. 20,07,780=00 to the transferee in proof thereof. The transferor represents that the receipt furnish is correct and that no further lease premium is payable to NODIA under the lease. The transferee shall be liable to pay

For Intell...

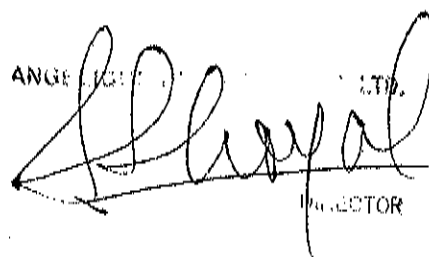
Services (P) Ltd.




Director

For ANGEL...

LTD.

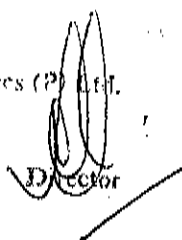

DIRECTOR



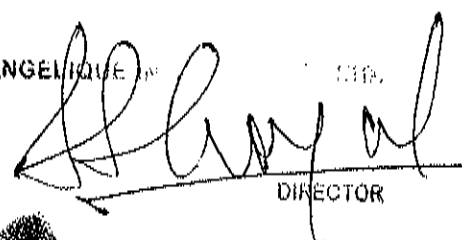
Lease Rent as indicated in the Transfer Memorandum dated 11-11-2008;

- (xiii) The transferor represents that there are no outstandings, whatsoever, on the said demised premises and constructed area, which are payable by the transferor or its assigns including but not only limited to dues of any contractor, sub-contractor, employee, workmen, labour, agency etc related to the work / construction done/ amenities provided in the said demised premises;
- (xiv) The transferor represents that the construction carried out in the demised premises is of best quality using the best raw material(s), qualified labour, contractors, work force available in the market
- (xv) No representation or warranty by the transferor contained herein or in any other document furnished by it to transferee, or to any governmental agency in

For Intellect HR Services (P) Ltd.


Director

For ANGELIQUE INC.


DIRECTOR





relation to applicable permissions, completion certificate, functional certificate etc. contains or will contain any untrue statement or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

8. LIABILITY AND INDEMNITY

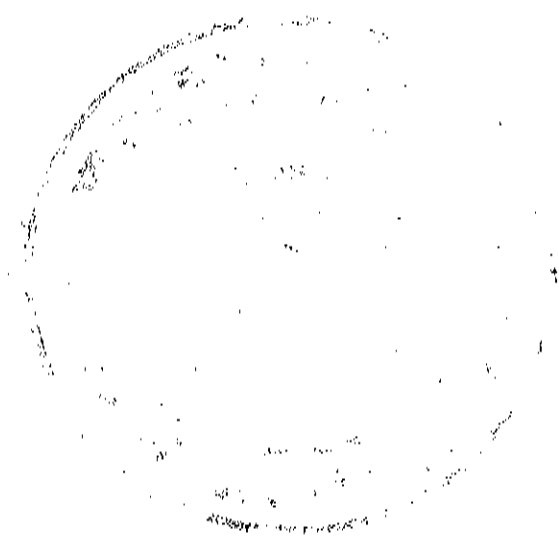
- a. The transferor hereby fully indemnifies, defends and hold transferee harmless against any and all proceedings, actions and third party claims of whatever kind and nature including claims of any contractor, sub-contractor, employee, workmen, labour, agency in relation to any construction/ work done/ amenities provided in the demised premises and/or Constructed area and/ or arising out of the present transaction and related to any or all representations, warranties made by the transferor.

For Intellect HR Services (P) Ltd.


DIRECTOR

For ANGEL ONE INTERNATIONAL LTD.

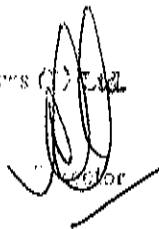

DIRECTOR



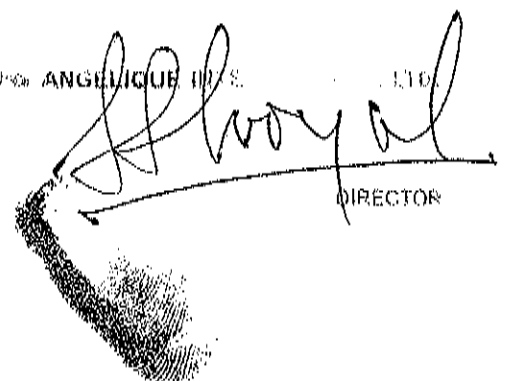
- b. The transferor hereby fully indemnifies, defend and hold transferee harmless against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title or quality of construction;
- c. Transferor hereby fully indemnifies and shall continue to indemnify the transferee from any claim, litigation, charge, whatsoever on account of any loss, damage or shortcoming that may be suffered by the transferee by reason of obtaining physical possession of said demised premises together with Constructed Area, for any act done or initiated prior or until the date of execution of present transfer deed;
9. ORIGINAL DOCUMENTS: The TRANSFEROR has today delivered the original Lease Deed dated 30-01-2006, Allotment letter dated 16-06-2005, possession letter dated 01-02-2006, functional certificate dated 11-12-2007, completion

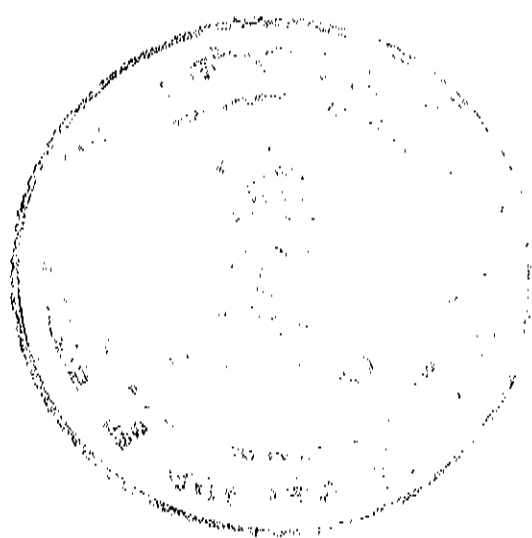
For Int. Home SR Services (P) Ltd.




Transferor

Ms ANGELIQUE D'SA


DIRECTOR



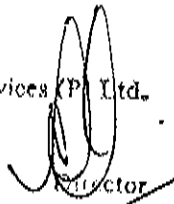
625

certificate dated 02-07-2008, Transfer Memorandum dated 11-11-2008, Approval for Electricity Connection by U.P Power Corporation dated 19-09-2008 alongwith all other original documents/ other documents relating to the said demised premises together with constructed area in its possession or power;

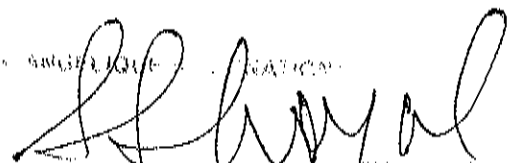
10. The outgoings in respect of the said demised premises together with constructed area by way of property taxes, ground rent, lease rent, electricity dues, water dues, land revenue, any other charges payable to NOIDA along with interest, penal interest, any other charges etc. payable by the Lessee till the date of execution of present transfer deed will be paid by the transferor and thereafter they will be paid by the transferee.

11. The expenses by way of stamp duty payable on this transfer deed and registration charges in respect thereof will be borne by transferee;

For Intellect IIG Services (P) Ltd.


Director




DIRECTOR

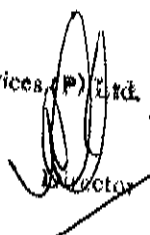




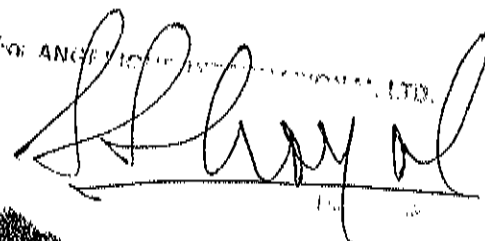
12. The Transfer Memorandum dated 11-11-2008 shall be read as part and parcel of the present transfer deed and the terms and conditions stipulated thereto shall be binding upon the parties, more particularly reproduced as under:

- i. The transfer charges are applicable @ Rs 601.80 per sq.mt. amounting to Rs 1083240=00
- ii. The transferee shall be liable to pay from the date of issue of this transfer memorandum the annual lease rent @2.5% of total premium of plot at current allotment rate Rs 5900/ per sq.mtrs. The lease rent shall be subject to enhancement after every 10 years.
- iii. Any other dues/arrears shall be recovered from the transferee subject to interest applicable at the time of recovery of dues. In case of default in payment rate of interest is 24% per annum compounding at six

For Intellect HR Services (P) Ltd.


Director

For ANGE VICTOR INTERNATIONAL LTD.


Director

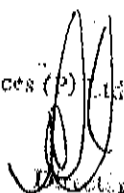




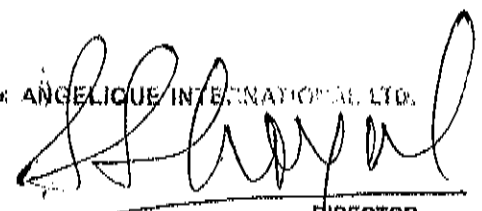
monthly rest for the defaulted amount for the defaulted period.

- iv. The transferee shall come into functional within five year from date of transfer memorandum. In case of breach of terms& conditions the lease /transfer deed will be determined/ revoked and possession shall be resumed by the Authority.
- v. The transferee shall be bound by the term and conditions of the lease deed executed between lessee and NOIDA on 30.01.2006 subject to changes mentioned in the transfer memorandum and otherwise, from time to time.
- vi. The transferee automatically would inherit all the assets and liabilities connected with the above property including liabilities on account of deviation,

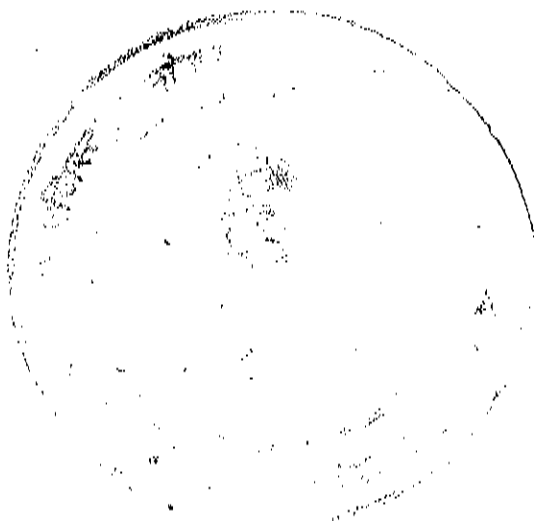
For Intellect HR Services (P) Ltd.


DIRECTOR

For ANGELIQUE INTERNATIONAL LTD.


DIRECTOR

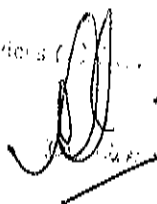




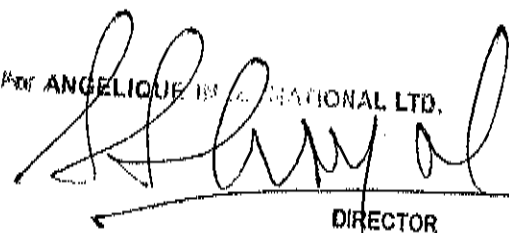
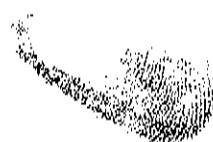
made in building, its use, in respect of violation of other terms and conditions of allotment /lease deed.

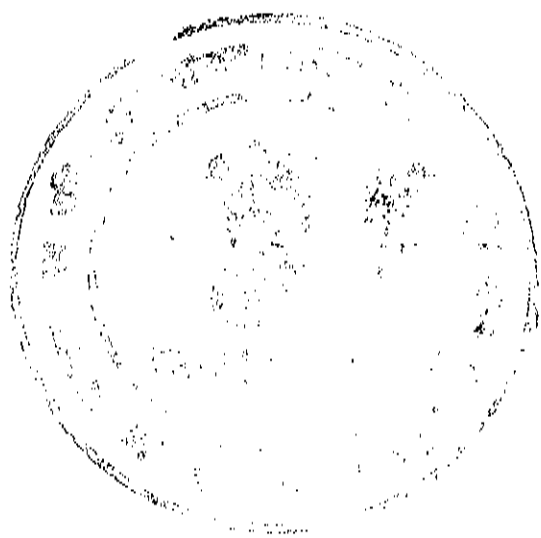
- vii. The transferee shall be liable to use the plots/building for purpose of
SOFTWARE UNIT (Engineering Design & BPO)
Subject to the adherence of the relevant condition(s)
- viii. No permission for change of project will be considered.
- ix. That the transferee would comply with all the rules and regulations of state / Central Govt. statutory requirement as applicable from time to time.
- x. That the transferee would obtain NOC/ consent from the UP pollution Board. The project would only function when the mandatory pollution control plant and equipment are totally / fully in operation.

For Director of Industries



For ANGELIQUE INTERNATIONAL LTD.


DIRECTOR



- xi. The transferee shall not rent out/sublet the premises (partly / fully) without prior permission of the authority.
- xii. The transferee shall not undertake any change in the constitution without prior approval of authority and the same shall be considered subject to term and conditions framed by NOIDA in this regard from time to time.
- xiii. In case transferor is bonafide lessee then he shall execute transfer deed with the transferee and a certified copy of the said shall be submitted to the Authority after the registration of the same with the Sub- Registrar, Noida. This condition would be complied within 60 days from the date of the transfer memorandum. The transfer memorandum shall be the



For ANGELIQUE INTERNATIONAL LTD.

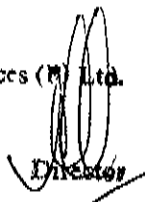
DIRECTOR



part of the transfer Deed executed between transferor and transferee.

- xiv. If the transferee/ transferor does not abide by the terms and condition of allotment/ lease and building regulation and directions or any other rules framed by the authority, the lease may be determined by the lesser and the possession of the demised may be taken over by the lesser and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- xv. Transferee will not implement the project before execution of transfer deed.
- xvi. That the transferee shall employ 5% employee out of total labour force form the family whose land have been acquired for the development of NOIDA area.

Pan Intellect HR Services (P) Ltd.


Director

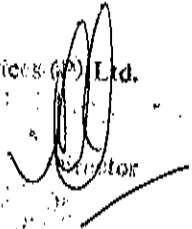
ANGELIQUE INTERNATIONAL LTD.


DIRECTOR



- xvii. Transfer is approved subject to submission of No Objection Certificate form PE(JAL)/ UPSEB and AO (Instt.) NOIDA.
- xviii. The transferee 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 regulation framed by the Authority in this regard.
- xix. The transferee shall be governed by provision of U.P. Industrial Area Development Act. 1976.
- xx. Transferee shall not mortgage the property to any financial Institution including banks without prior written permission from the Authority.

For Intellect HR Services (P) Ltd.



Director

Ms. ANGELIQUE INTERNATIONAL LTD



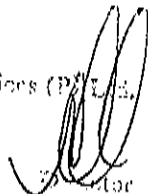
DIRECTOR



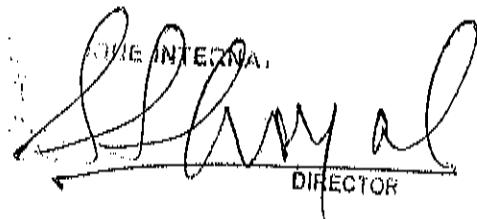


- xxi. In the event of any dispute legal jurisdiction shall be District Court of Gautam Budh Nagar and Hon'ble High Court of Allahabad.
- xxii. It shall be exclusive responsibility and liability of the transferee to indemnify Noida against all claims and damages made by any Financial/Institutional/Bank U.P. S.E. B/Trade Tax Deptt/ Noida (Instt.) Area Accounts & Jal Deptt) lessee/transferor/transferee and all claims and damages arising out of the above would be settled directly at his own risk, cost and responsibility.
- xxiii. The Transferee/ Transferee completely indemnified the NOIDA against all class 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 passed by any competent court.

For Joint Development Services (P/L) Ltd.


Director

FOR INTERNAL


DIRECTOR



xxiv. The transfer deed should be executed through only original transferor and transferee to transfer deed is executed through power of attorney, the charges shall be levied as per rules of the Authority.

13. The transferor undertakes to render all possible cooperation to the transferee with respect to execution and registration of present transfer deed and to supply all such documents, information etc. as may be required by the transferee in this regard. The transferor shall make itself promptly and readily available for signing, executing any such document/s, affidavit etc. required for the purpose

**IN WITNESS WHEREOF THE PARTIES TO THIS
TRANSFER DEED LAY THEIR HANDS AND SEAL ON THIS
TRANSFER DEED ON THE DAY, MONTH AND YEAR
MENTIONED ABOVE.**

For M. S. Services (P) Ltd.



ANGELIQUE INTERNATIONAL LTD.

DIRECTOR





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WITNESSES

For Intellect 1111 1111 1111 (P) Ltd.


Director

[TRANSFEROR]

Through its representative
Sh. Arun Kumar Ghai



1. **SIGNATURE**

NAME: Sh. V.K Jain

FATHER'S NAME: Late Sh. G.C Jain

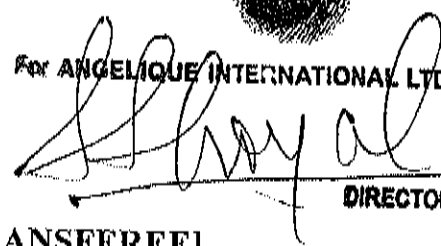
ADDRESS: 128, Sunehri Bagh Apartments
Sector- 13, Rohini, Delhi- 110085

PAN No. : ACBPJ 2153L

PASSPORT NO. : G 8996921



For ANGELIQUE INTERNATIONAL LTD


DIRECTOR

[TRANSFeree]

Through its representative
Sh. Sanjay Krishna Goel

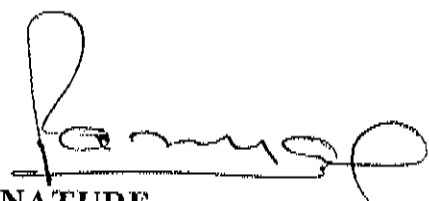


2. **SIGNATURE**

NAME: Sh. Pankaj Goyal

FATHER'S NAME: Sh. Ram Gopal Goyal

ADDRESS: F-7, Sarita Vihar





635

New Delhi- 110076
PAN No.: AAJPG 1723D

SCHEDULE

All the piece and parcel of the property comprised in Plot no. 12, situated at Sector- 125 in the New Okhla Industrial Development Area, District Gautam Budh Nagar, Uttar Pradesh admeasuring 1800 Sq. mts. and bounded as under:

On the North	- As per site plan annexed
On the South	- As per site plan annexed
On the East	- As per site plan annexed
On the West	- As per site plan annexed

together with all buildings, constructed area comprising of **ONE** basement admeasuring 944.85 Sq.m, **ONE** Ground Floor admeasuring 567.36 Sq.m and **EIGHT** floors admeasuring 4538.88 Sq.m total admeasuring 6051.09 Sq.m. on "as is where is" basis together with all buildings, constructions, courtyards areas, compounds, sewers, drains, ditches and fences, trees, plants, shrubs, ways, paths, passages, common gullies, well, water, water-courses,

For Intellect HR Service Pvt. Ltd. -

Director

ANGELIQUE INTERNATIONAL LTD.

DIRECTOR



rights, liberties, privileges, amenities, facilities, attachments, easements, profits, advantages, rights, members and appurtenances whatsoever to the said demised premises or ground belonging or in anyway appertaining and with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong and be appurtenant thereto and all the estate right, title, interest, property claim and demand whatsoever at law and in equity of the transferor in to, out of or upon the said demised premises together with Constructed Area and hereditaments and premises or any part thereof **SUBJECT** to the covenants and conditions contained in the said lease deed dated 30-01-2006 and Transfer Memorandum dated 11-11-2008 executed by NOIDA;

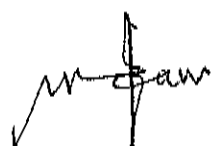
For Intellect HR Services (P) Ltd.

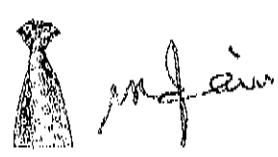
Director

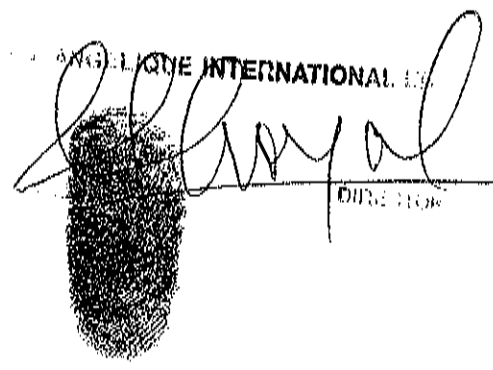
WITNESSES

[TRANSFEROR]
Through its representative
Sh. Arun Kumar Ghai

1. **SIGNATURE**
NAME: Sh. V.K Jain
FATHER'S NAME: Late Sh. G.C Jain

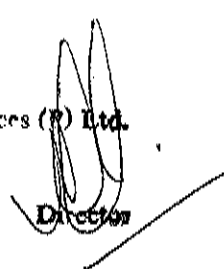




ANGELIQUE INTERNATIONAL LTD.


rights, liberties, privileges, amenities, facilities, attachments, easements, profits, advantages, rights, members and appurtenances whatsoever to the said demised premises or ground belonging or in anyway appertaining and with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong and be appurtenant thereto and all the estate right, title, interest, property claim and demand whatsoever at law and in equity of the transferor in to, out of or upon the said demised premises together with Constructed Area and hereditaments and premises or any part thereof **SUBJECT** to the covenants and conditions contained in the said lease deed dated 30-01-2006 and Transfer Memorandum dated 11-11-2008 executed by NOIDA;

For Intellect HR Services (P) Ltd.

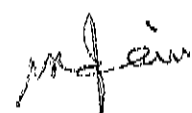

Director

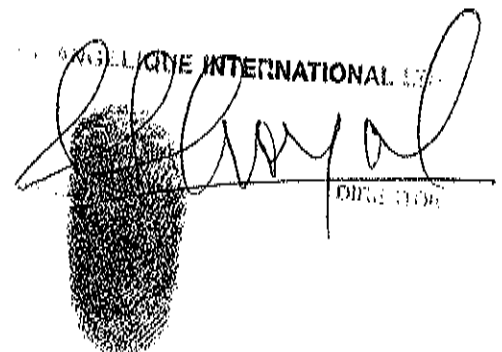
WITNESSES

[TRANSFEROR]
Through its representative
Sh. Arun Kumar Ghai

1. 
SIGNATURE
NAME: Sh. V.K Jain
FATHER'S NAME: Late Sh. G.C Jain

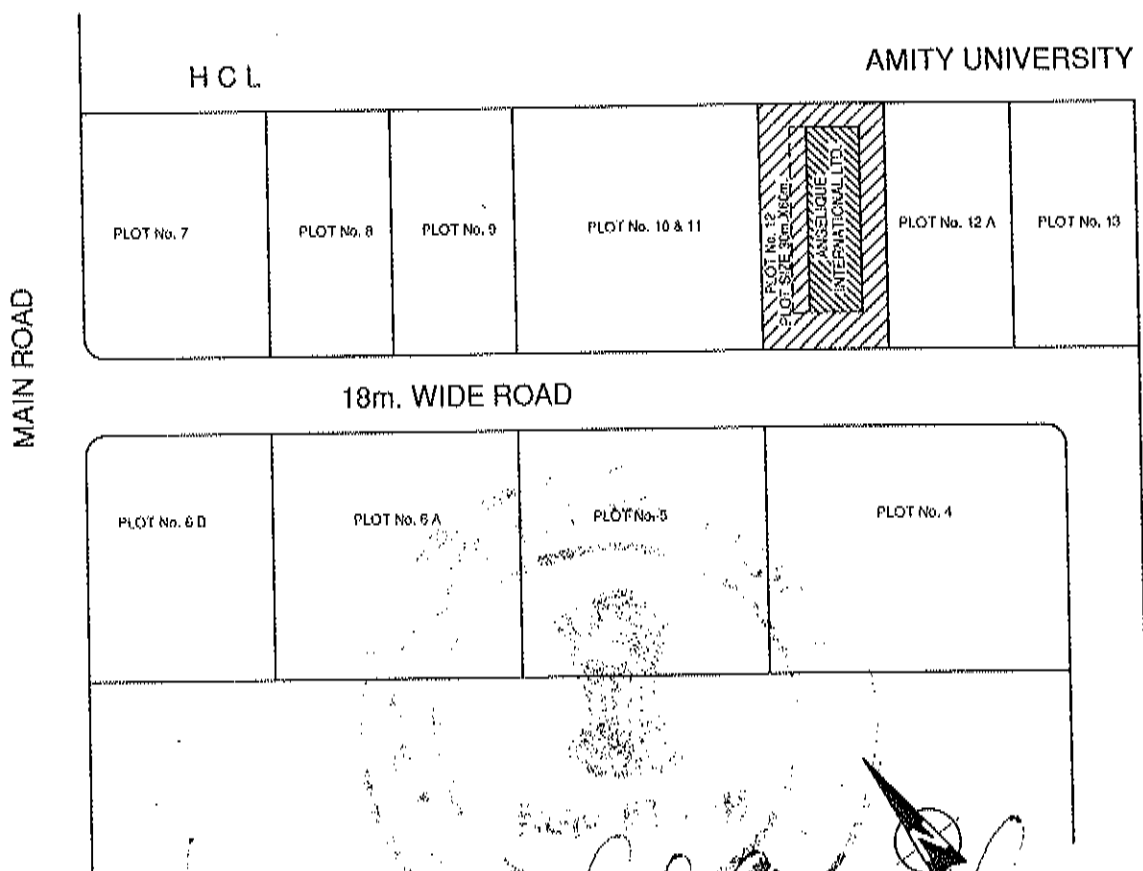





ANGELIQUE INTERNATIONAL LTD.
DINE DIN

SITE PLAN FOR ANGELIQUE INTERNATIONAL LTD. AT

PLOT No. - 12, SECTOR 125, NOIDA.



No of Floor- Basement + Ground Floor + 8Floor

Gross Area

Basement - L=45.1, width=20.95, Area= 944.85 Sqm

Ground Floor - L=45.1, width=12.58, Area= 567.36 Sqm

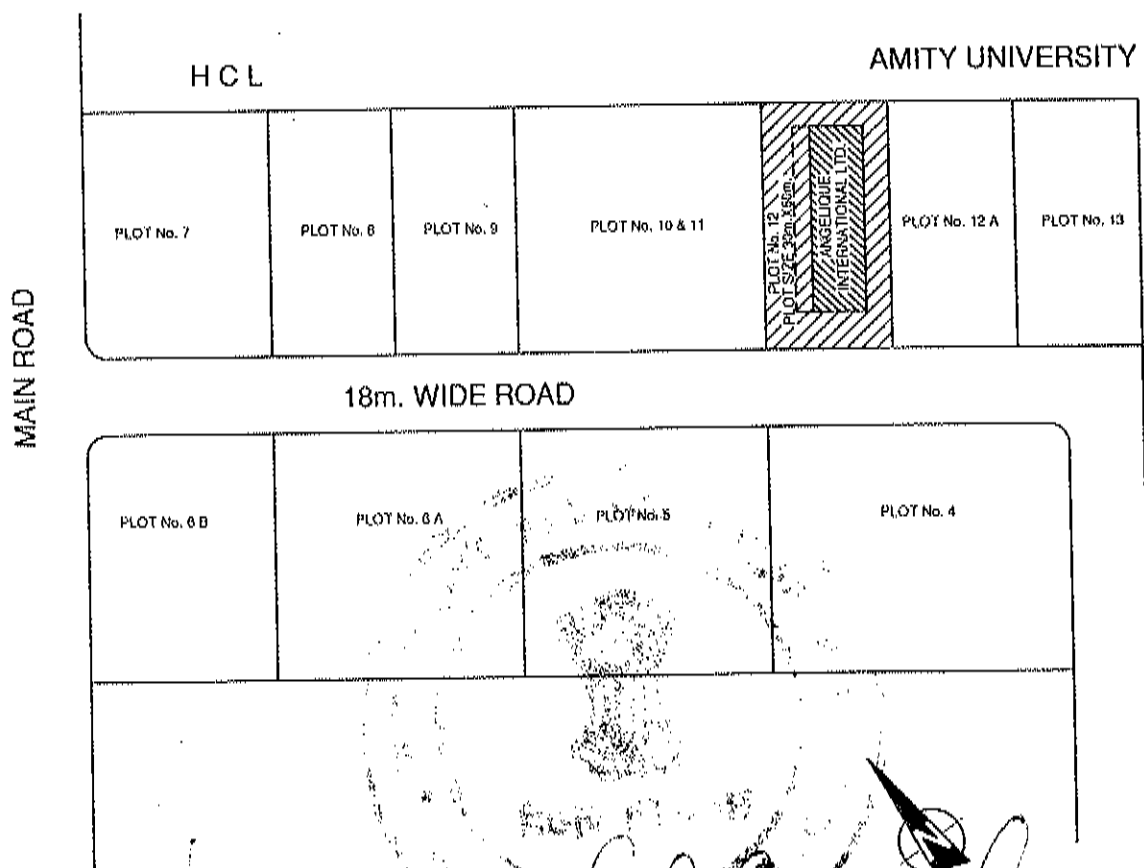
Each Floor (8Nos. Floor)- L=45.1, width=12.58, Area=4538.88 Sqm

Total Area 6051.09 Sqm

63

SITE PLAN FOR ANGELIQUE INTERNATIONAL LTD. AT

PLOT No. - 12, SECTOR 125, NOIDA.



No of Floor- Basement + Ground Floor + 8Floor

Gross Area

Basement - L=45.1, width=20.95, Area= 944.85 Sqm

Ground Floor - L=45.1, width=12.58, Area= 567.36 Sqm

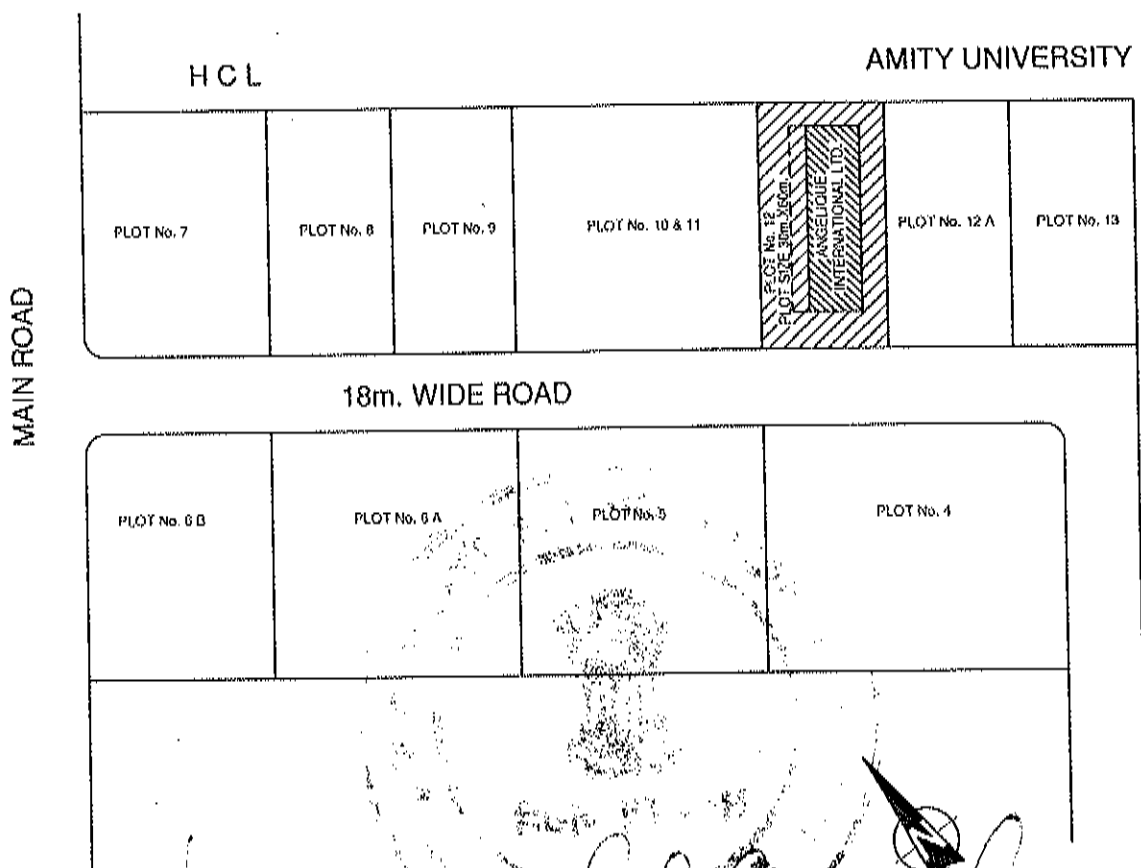
Each Floor (8Nos. Floor)- L=45.1, width=12.58, Area=4538.88 Sqm

Total Area

6051.09 Sqm

SITE PLAN FOR ANGELIQUE INTERNATIONAL LTD. AT

PLOT No. - 12, SECTOR 125, NOIDA.



No of Floor- Basement + Ground Floor + 8Floor

Gross Area

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Ground Floor - L=45.1, width=12.58, Area= 567.36 Sqm

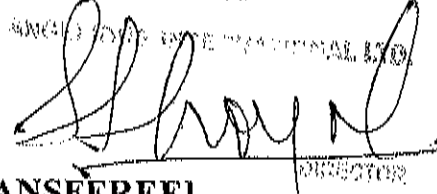
Each Floor (8Nos. Floor)- L=45.1, width=12.58, Area=4538.88 Sqm

Total Area

6051.09 Sqm

638

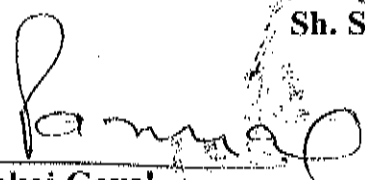
ADDRESS: 128, Suneehri Bagh Apartments
Sector- 13, Rohini, Delhi- 110085
PAN No. : ACBPJ 2153L
PASSPORT NO. : G 8996921

FOR AMBASSADOR INTERNATIONAL LTD.

DIRECTOR

[TRANSFEREE]


Through its representative
Sh. Sanjay Krishna Goel

2. SIGNATURE


NAME: Sh. Pankaj Goyal
FATHER'S NAME: Sh. Ram Gopal Goyal
ADDRESS: F-7, Sarita Vihar
New Delhi- 110076
PAN No.: AAJPG 1723D



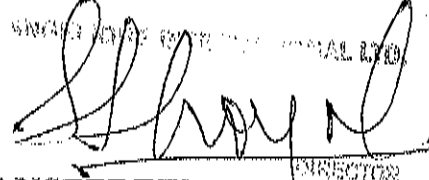
3.


NAME : SH. RATISH PATHANIA
FATHER'S NAME : SH. RAM SWAROOP PATHANIA
ADDRESS : 306, SANT NAGAR
NEW DELHI - 110065



638

ADDRESS: 128, Sunehri Bagh Apartments
Sector- 13, Rohini, Delhi- 110085
PAN No. : ACBPJ 2153L
PASSPORT NO. : G 8996921

For SINGH & SONS PVT. LTD. 
DIRECTOR

[TRANSFEREE]

Through its representative
Sh. Sanjay Krishna Goel

2.

SIGNATURE 

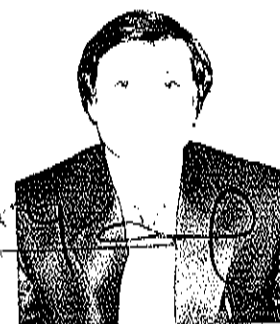
NAME: Sh. Pankaj Goyal

FATHER'S NAME: Sh. Ram Gopal Goyal


ADDRESS: F-7, Sarita Vihar

New Delhi- 110076

PAN No.: AAJPG 1723D



3.


NAME : Sh. RATISH PATHANIA

FATHER'S NAME : Sh. RAM SWAROOP PATHANIA

ADDRESS: 306, SAKET NAGAR,
NEW DELHI - 110065

