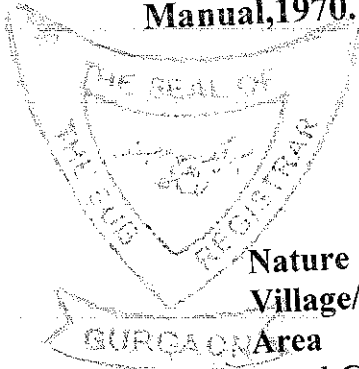


19737

Aparajit-1

This Transfer deed has been presented for registration in accordance with provisions of Rule 119, Part 1-B, Chapter 1 of the Haryana Stamp Manual, 1970. The provisions of the aforesaid rules have been directed to be implemented by the Financial Commissioner and Secretary to the Government of Haryana, Revenue Department vide letter bearing Memo. no. 2940-STR-1-2000/10748, Chandigarh dated 11.10.2000 pertaining to exemption from stamp duty in a case where transfer takes place between parents company and subsidiary company as contemplated under Rule 119(mentioned above) of the Haryana Stamp Manual, 1970.



TRANSFER DEED

Nature of Document	:	Transfer Deed
Village/District	:	Nangli Umarpur, Tehsil & Distt. Gurgaon
Area	:	40 Kanal 4 Marla
Total Consideration	:	Rs.5,47,09,482/-
Stamp Duty	:	Nil
Stamp No./Date	:	Not Applicable

THIS TRANSFER DEED is executed at Gurgaon on 10th day of December, 2008

Between

M/s Garland Estates Pvt.Ltd, having its registered office at D-26, Defence Colony, New Delhi- 110024, represented through its authorized Signatory **Surinder Kumar**, duly authorised vide Company Resolution dated 14-10-2008 (hereinafter referred to as '**TRANSFEROR**', which expression shall unless repugnant to the context mean and includes their legal heirs, successors, administrators, executors, nominees & assigns) on one hand.

AND

M/s.Aparajit Promoters Pvt.Ltd, having its registered office at 17-B, Asaf Ali Road, New Delhi-110002 represented through its authorized Signatory **Anil Mishra** duly authorized vide Company Resolution dated 14-10-2008 (hereinafter referred to as '**TRANSFeree**', which expression shall unless repugnant to the context mean and includes their legal heirs, successors, administrators, executors, nominees & assigns) on the other hand

प्रलेख नः 19737

दिनांक 11/12/2008

<u>डीड संबंधी विवरण</u>		
डीड का नाम PURCHASE FROM COMPENSATION		
तहसील/सब-तहसील गुडगांवा	गांव/शहर नंगली उमरपुर	स्थित नंगली उमरपुर
<u>भवन का विवरण</u>		
<u>भूमि का विवरण</u>		
चाही	5 Acre 4 Marla	
<u>धन संबंधी विवरण</u>		
राशि 54,709,482.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 0.00 रुपये	
स्टाम्प की राशि 0.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
रूपये		

Drafted By: H.R.Khatana Adv.

यह प्रलेख आज दिनांक 11/12/2008 दिन गुरुवार समय बजे श्री/श्रीमती/कुमारी M/s. Grandland
Estate Pvt. Ltd. श्री/श्रीमती/कुमारी निवासी D-26 Defence Colony New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/s. Grandland Estate Pvt. Ltd. thru Surinder Kumar(OTHER)

उपरोक्त विक्रेताव श्री/श्रीमती/कुमारी thru:- Anil Mishra क्रेताहाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.R.Khatana पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv.Gurgaon

व श्री/श्रीमती/कुमारी Mahesh K. Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv.Gurgaon ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 11/12/2008

उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

WHEREAS, the TRANSFEROR is the legal, lawful owner in possession of piece and parcel of agricultural land bearing Khewat/Khata No. 25/27, Mustil No. 9, Kila No. No. 8 min west south (6-4), 9(8-0), 10(7-0), 11(8-0), 12 min north west (5-6), 13 min west north (1-12), Mustil No.10, Kila No.15(4-2) kita 7 land admeasuring 40 Kanal 4 Marla salam as per Jamabandi Year 2002-2003 situated in the revenue estate of Village Nangli Umarpur, Tehsil & district Gurgaon, Haryana (herein after referred to as the "**Said Land**"). The Aks - Shizra of the said land is attached alongwith the deed.

WHEREAS in terms of aforesaid Transfer deed and revenue documents TRANSFEROR is full fledged and lawful owner in possession of the land referred to above and is competent and entitled to transfer the same in favour of the TRANSFEREE.

WHEREAS Shri Surinder Kumar has been duly authorized vide resolution dated 14-10-2008 duly passed by Board of Directors of the TRANSFEROR to accept Transfer consideration, execute and get registered present Transfer deed and to deliver actual physical possession of the land described above to the TRANSFEROR.

WHEREAS Shri Anil Mishra has been duly authorized vide resolution dated 14-10-2008 duly passed by Board of Directors of the TRANSFEREE to pay the Transfer consideration amount , execute and get registered present Transfer deed and to obtain actual physical possession of the land described from the TRANSFEREE.

WHEREAS the TRANSFEROR was/is desirous of transferring the aforesaid land together with all rights, easements etc. appurtenant thereto. The TRANSFEROR had approached the TRANSFEREE for Transfer of the land hereinbefore described and the same is being transferred in favour of the TRANSFEREE on the terms and conditions set out in this Transfer deed.

NOW THIS TRANSFER DEED WITNESSETH AS UNDER:-

1. That the total Transfer consideration in respect of has been settled at Rs. 5,47,09,482/- (Rupees Five Crore Forty Seven Lacs Nine Thousand Four Hundred Eighty Two only).This Transfer consideration amount shall be paid by the TRANSFEREE to the TRANSFEROR in form of issue of 6334 equity shares of Rs.10/- each at Rs.8,637=43/- fully paid up aggregating to Rs.5,47,09,482/-(Rupees Five Crore Forty Seven Lacs Nine Thousand Four Hundred Eighty Two only)



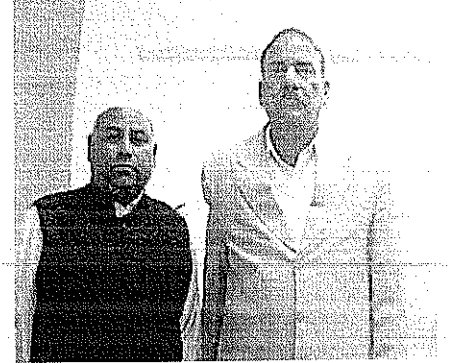
Reg. No.	Reg. Year	Book No.
19737	2008-2009	1



विक्रेता



क्रेता



गवाह

विक्रेता

Surinder Kumar

क्रेता

thru:- Anil Mishra

गवाह 1:- H.R.Khatana

गवाह 2:- Mahesh K.Chauhan

प्रमाण-पत्र

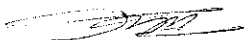
प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 19,737 आज दिनांक 11/12/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 11/12/2008

उप/संयुक्त पंजीयन अधिकारी
गुडगावा



2. That the TRANSFEREE has become full fledged and lawful owner in possession of the aforesaid land alongwith all rights appurtenant thereto and TRANSFEREE shall be entitled to hold and enjoy the same absolutely without any let, hindrance, interruption, disturbances, claim or demand from the TRANSFEROR or any person claiming under or through the TRANSFEROR. The TRANSFEROR has not been left with any right, title or interest whatsoever with the aforesaid land. Actual physical possession has been delivered at the spot to the TRANSFEREE.
3. That the TRANSFEREE shall be entitled to use and utilize the aforesaid land in any manner deemed fit by it and the TRANSFEROR undertakes not to raise any objection to the same. The TRANSFEROR has assured the TRANSFEREE that TRANSFEROR has got a clear marketable title in respect of the land detailed above and that it is entitled to transfer the same to the TRANSFEREE. TRANSFEROR has further assured the TRANSFEREE that the property being transferred is free from all types of encumbrances, acquisition proceedings, charges, taxes, liens, restraint orders attachments etc. and no litigation or dispute whatsoever is pending in respect of the same before any court or authority. TRANSFEROR has further assured the TRANSFEREE that it has not entered into any agreement of Transfer in favour of any other third party relating to the land detailed above except the agreement in favour of mentioned above.
- 4 That TRANSFEROR further undertakes that in case any outstanding amount or dues, taxes, charges or liens etc. are discovered subsequently in that event the TRANSFEROR shall be liable to pay the same.
- 5 That the TRANSFEROR has assured the TRANSFEREE that there are no dues, cesses, rates or taxes due or outstanding to any one in respect of the land transferred to the TRANSFEREE and in case any such dues are found payable the same shall be paid by the TRANSFEROR. The TRANSFEROR has assured the TRANSFEREE that no amount towards any account upto date of execution and registration of this Transfer deed is outstanding or payable to any authority /agency and in case any such dues are found payable upto the date of execution of this Transfer deed, the same shall be paid by the TRANSFEROR .
6. That in the event of aforesaid land / part thereof being lost to the TRANSFEREE on account of defective title of the TRANSFEROR or on account of any concealment on the part of the TRANSFEROR, in that event the TRANSFEROR shall recoup the TRANSFEREE for such loss





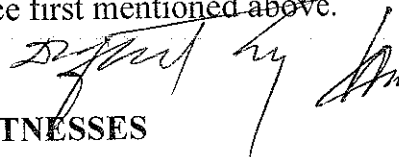
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together with all litigation expenses incurred by the TRANSFEREE and damages suffered by it.

7. That the TRANSFEROR is not left with any right, interest or title in the land in question which has become the absolute property of the TRANSFEREE.
8. That the TRANSFEREE shall be entitled to get sanctioned mutation in its favour on the basis of this Transfer deed so as to reflect its name as owner in possession of the same. TRANSFEROR undertakes not to raise any objection to the same. TRANSFEROR shall execute all such documents and do all requisite acts, deeds and things as may be required for getting incorporated name of the TRANSFEREE as owner in the revenue record.

IN WITNESS WHEREOF both TRANSFEROR and TRANSFEREE
aforementioned have executed this Transfer deed on the date and
place first mentioned above.

WITNESSES


Hem Ram Khurana
Advocate
Distt. Courts, Gurgaon


TRANSFEROR

M/s Garland Estates Private Limited
through its through its duly authorized
person.

1. 
Hem Ram Khurana
Advocate
Distt. Courts, Gurgaon


TRANSFEREE

M/s Aparajit Promoters Private Limited
through its through its duly authorized
person.

2. 
Mahesh. K. Chauhan
Advocate, Gurgaon

दसीका नं० 19737 खति बही नं० 1
जिल्द नं० 11005 पृष्ठ नं० 4445
वस्था दिनांक 1
जिल्द नं० 896 पृष्ठ नं० 59
दिनांक 11/12/84 को सर्व सित्त
किया गया।

रक्ष

