

4964

This Transfer Deed has been presented for registration in accordance with Notification bearing no.1 dated 16.01.1937 issued under the provisions of section9(a) of the Indian Stamp Act 1899 and 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

Name of the Document:	Transfer Deed
Village:	Nangli Umarpur
Hadbast Number:	82
Tehsil & District:	Gurgaon
Area:	40 Kanal 4 Marla (5.025 Acres)
Covered Area:	NIL
Consideration:	Transfer taking Place between Subsidiaries of same Parent Company
Circle Rate:	Rs.1,00,00,000/- per acre
Applicable Stamp duty:	Nil
Details of stamp paper:	Not Applicable

This Transfer Deed is executed at Gurgaon on this 26th day of May, 2011 by:

Garland Estate Private Limited, a company incorporated under the provision of the Companies Act, 1956 and having its registered office at 28 , ECE House, Kasturba Gandhi Marg, New Delhi - 110001, duly represented by its Authorised Signatory, Mr. Surender Kumar, authorised vide board resolution dated 20th May,2011, hereinafter referred to as **"Transferor"** (which expression shall, whenever the context so requires or admits be deemed to mean and include its successors-in-interest, administrators and assigns) **OF THE ONE PART:**

IN FAVOUR OF

Acreage Builders Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 28 ECE House, Kasturba Gandhi Marg, New Delhi -110001, represented herein by its Authorised Signatory, Mr. Anil Mishra, authorised vide board resolution dated 20th May, 2011, hereinafter referred to as **"Transferee"** (which expression shall, whenever the context so requires or admits be deemed to mean and include its successors-in-interest, administrators and assigns) **OF THE OTHER PART:**



Token No. 5201
Hall No. 811res
26-5-11 1

प्रलेख नः 4964

दिनांक 26/05/2011

डीड संबंधी विवरण	
डीड का नाम PURCHASE FROM COMPENSATION	
तहसील/सब-तहसील गुडगांवा	गांव/शहर विमल नगली इमरपुर स्थित विमल नगली इमरपुर
भवन का विवरण	
भूमि का विवरण	
चाही	5 Acre 4 Marla
धन संबंधी विवरण	
राशि 75,375,000.00 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: S.C.Arora adv

यह प्रलेख आज दिनांक 26/05/2011 दिन गुरुवार समय 1:46:00PM बजे श्री/श्रीमती/कुमारी Garland Estate Pvt लि/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 28 ECE House Kasturba Gandhi Marg ND द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी

गुडगांवा **JAY KUMAR YADAV**
Joint Sub Registrar

श्री Garland Estate Pvt Ltd thru Surender Kumar (OTHER)

उपरोक्त विक्रेता श्री/श्रीमती/कुमारी thru- Anil Mishra क्रेता हाजिर 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 Madan Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kesar Singh निवासी MGF Mega City श्री/श्रीमती/कुमारी S.k. Chaturvedi पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी J.P. Chobe निवासी MGF Mega City 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 26/05/2011

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा **JAY KUMAR YADAV**
Joint Sub Registrar

GURGAON

WHEREAS:

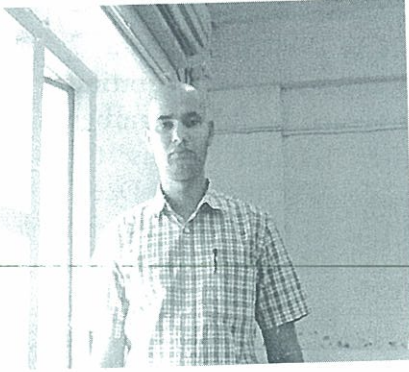
1. The Transferor is the owner and in possession of land admeasuring 40 Kanal 4 Marla (5.025 acres) bearing **Khewat/Khata No. 25/27 , Mustil No.9, Kila No.8/2(6-4), 9(8-0), 10(7-0),11(8-0),12/1(5-6),13/1(1-12), Mustil No.10, Kila No.15(4-2) kita 7 admeasuring 40 Kanal 4 Marla as per Jamabandi Year 2002-2003 & Mutation No.876 situated in the revenue estate of Village Nangli Umarpur, hadbast number 82, Tehsil and District, Gurgaon, Haryana** (hereinafter referred to as the "Property") as more particularly defined hereunder in Schedule A of this Sale Deed. Map of the Property showing the boundaries coloured in red line, is attached herewith as Schedule B;
2. Prior to the Transferor, land bearing Khewat/Khata 25/27 bearing Mustil No.9, Kila No.8min (6-4), 9(8-0),10(7-0), 11(8-0), 12 min (5-6),13 min(1-12) , Mustil No.10, Kila No.15(4-2) situated in the revenue estate of Village Nangli Umarpur, hadbast number 82, Tehsil and District, Gurgaon, Haryana was owned by M/s A.T. Properties Private Limited, a company incorporated under the provisions of the Companies Act, having its registered office at N-49, First Floor, Connaught Place, New Delhi - 110001
3. Vide order dated 02.05.2005 in suit no. 255 between M/s A.T. Properties Private Limited and M/s Suncity Projects Private Limited, having it registered office at N-49, First Floor, Connaught Place, New Delhi – 110001, issued by Sh. M.K. Bansal, Presiding Judge, Samjhota Sadan, a sale deed for the above stated property was ordered to be executed and registered by M/s A.T. Properties Private Limited in favour of M/s Suncity Projects Private Limited to the extent of 7/10 share. A sale deed dated 20.05.2005 bearing registration no. 4220 was executed by M/s A.T. Properties Private Limited in favour of M/s Suncity Projects Private Limited.
4. Vide order dated 02.05.2005 in the suit no. 254 between M/s A.T. Properties Private Limited and Sh. Ajay Agarwal issued by Sh. M.K. Bansal, Presiding Judge, Samjhota Sadan, a sale deed for the above stated property was allowed/ordered to be executed and registered by M/s A.T. Properties Private Limited in favour of Sh. Ajay Agarwal to the extent of 2/10 share. Sale deed dated 20.05.2005 bearing registration no. 4229 was executed by M/s A.T. Properties Private Limited in favour of Sh. Ajay Agarwal.
5. The said Khewat was now owned by M/s Suncity Projects Private Limited (7/10 share), Sh. Ajay Agarwal (2/10 share) and M/s A.T. Properties Private Limited (1/10 share).
6. M/s Suncity Projects Private Limited by way of sale deed dated 30.03.2006 bearing registration no. 28292 sold its 7/10 share in the above stated Khewat in favour of the Transferor.
7. Further M/s A.T. Properties Private Limited and Sh. Ajay Agarwal by way of sale deed dated 27.03.2006 bearing registration no. 1467 sold their 3/10 share in the above stated Khewat in favour of the Transferor.



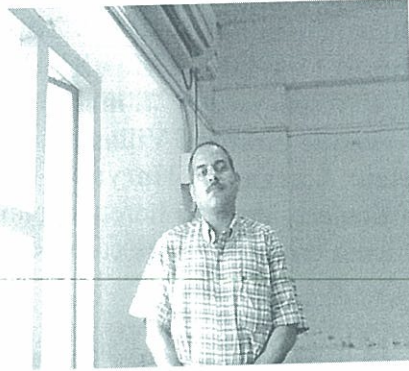
Reg. No.
4964

Reg. Year
2011-2012

Book No.
1



विक्रेता



क्रेता



गवाह

विक्रेता

Surender Kumar

क्रेता

thru- Anil Mishra

गवाह 1:- Madan Singh

गवाह 2:- S.k.Chaturvedi

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,964 आज दिनांक 26/05/2011 को बही न: 1 जिल्द न: 12,956 के पृष्ठ न: 42 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,310 के पृष्ठ सख्या 53 से 54 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 26/05/2011

उप/संयुक्त पंजीयत अधिकारी
गुडगांव
VIJAY KUMAR YADAV
Joint Sub Registrar



8. Thereafter by way of sale deed dated 10.04.2007 bearing registration no. 730 the Transferor sold its 7/10 share in the above stated Khewat in favour of M/s Progeny Buildcon Private Limited, having its registered office at 28 ECE House, Kasturba Gandhi Marg, New Delhi - 110001.
9. That further by way of sale deed dated 14.11.2007 bearing registration no. 16560 the Transferor sold its 2/10 share in the above stated Khewat in favour of M/s Prezzie Buildcon Private Limited, having its registered office at 28 ECE House, Kasturba Gandhi Marg, New Delhi - 110001.
10. That by way of transfer deed dated 01.08.2008 bearing registration no. 11043, M/s Progeny Buildcon Private Limited transferred its 7/10 share in the above stated Khewat in favour of the Transferor.
11. That by way of transfer deed dated 01.08.2008 bearing registration no. 11063, M/s Prezzie Buildcon Private Limited transferred its 2/10 share in the above stated Khewat in favour of the Transferor.
12. The Transferor by way of transfer deed dated 11.12.2008 bearing registration number 19737 transferred the Property in favour of M/s Aparajit Promoters Private Limited. The said transfer deed was cancelled vide order dated 29.03.2010 issued by Sh. Pawan Kumar, Civil Judge in suit no. 112 and the land was mutated back in favour of the Transferor;
13. That the Transferor has obtained license from the Director Town and Country Planning, Haryana ("DTCP") for the development of the Property and has now obtained the in principal approval dated 19th May, 2011 bearing no. DS(R)-LC-1034/2011/6715 from DTCP thereby permitting them to transfer the Property in favour of the Transferee. The copy of the 'In Principal' approval is annexed herewith as Schedule C.

NOW THEREFORE IN CONSIDERATION HEREIN MENTIONED THIS DEED OF TRANSFER WITNESSETH AS FOLLOWS:

1. In consideration of the Transferee promising to pay the Transferor a sum of **Rs.5,47,38,506 /- (Rupees Five Crores Forty Seven Lakhs Thirty Eight Thousand Five Hundred and Six Only)** on a date mutually acceptable to the Parties, the Transferor hereby grants, conveys, transfers and assigns by way of absolute transfer to the Transferee absolutely and forever, the Property together with all common ways, easements and appurtenances, estate, right, title, interest, property, claims and demands whatsoever thereto belonging to the said Property free from all encumbrances, attachments, charges and any other claims whatsoever, and to have and to hold the said Property as absolute owner thereof.
2. The Transferor hereby declares and covenants that:

- a. Transferor is the sole and absolute owner of the entire Property with uninhibited rights of alienation over the same and has obtained in principle approval dated 19/5/2011 bearing no. DS(R)-LC-1034/2011/6715 from the DTCP permitting the Transferor to transfer the Property in favour of the Transferee.





- b. There are no impediments legal or otherwise over the Property and the Transferor has full and unfettered right to transfer the Property in favour of the Transferee.
 - c. Transferor has not mortgaged / hypothecated the Property or done any acts, deeds or things, which are likely to curtail, restrict or prejudice its right to convey or prevent it from conveying the Property or any part thereof to the Transferee in terms of this Transfer Deed.
 - d. No person has any right, title, interest or claim over the Property except the Transferor.
 - e. The Property is not the subject matter of any acquisition or requisition proceedings under any law for the time being in force. No part of the Property is subject to an order, resolution or proposal for compulsory acquisition or located in an area which is or is proposed to be subject to any statutory or other order.
 - f. The Transferor has not entered into any arrangement or agreement to sell, lease, mortgage or to otherwise transfer the Property or any portion thereof to any third party.
 - g. The Property is free from all encumbrances, attachments, claims, liens, charges, hindrances, lis-pendens, mortgage, minor claims, lease, court or other attachments, etc., and other charges of any nature whatsoever and howsoever and that there is no latent or patent defect in the title of the Transferor.
 - h. The Property is free from all encumbrances of any kind whatsoever including claims and charges, or attachments in respect of arrears of tax or such other claims of the Income Tax authorities, Sales Tax authorities, Wealth Tax authorities and any other statutory / non-statutory authorities.
 - i. The provisions of land ceiling legislations are not applicable to the Property as the holding does not exceed the ceiling limit as applicable in the State of Haryana to urban and agricultural land.
 - j. The approach road to the Property is a public road and the Transferor has free access to the Property through internal roads without any interruption, hindrance, obstruction, interference or impediment of any nature whatsoever or any payments to any third party.
 - k. The Property is not the subject matter of any legal proceedings in any Court of law or before any other government, statutory, local and/or other authority.
3. The Transferor has on the date first hereinabove mentioned put the Transferee in actual physical vacant possession of the Property.



4. The Transferor hereby declares and covenants that all taxes, cesses and public dues, in respect of the Property have been paid up to the date first herein above mentioned. The Transferor further agrees that if any taxes, cesses and public dues are still found to have remained unpaid till this date, the Transferor will pay and discharge the same.
5. The Transferor hereby declares and undertakes to do or cause to be done at all times all acts, deeds and things that are reasonably and legally required to be done at the instance of the Transferee for more fully and perfectly assuring the title of the Transferee to the Property.
6. That the Transferor has handed over the certified copies of all sale deeds, transfer deeds, court order(s), exchange deeds and all other title documents to the Transferee. The Transferor has also handed over the latest certified copy of the Jamabandi / Mutation of the Property to the Transferee.
7. That the Transferor hereby agrees to provide any assistance and execute all such documents that may be required by the Transferee to get the Property mutated in its name in the revenue records and the records maintained by the Revenue/ Municipal authorities.
8. The Transferor hereby indemnifies and agree to keep indemnified at all times the Transferee and his successors in title against any loss or damage which the Transferee or his successors may sustain on account of the Transferee's or its successors' right to remain in peaceful possession and enjoyment of the Property as absolute owner/s thereof being disturbed in any manner whatsoever on account of any defect or deficiency in the title of the Transferor, and the Transferor agrees to defend the right, title and interest of the Transferee and any successor in title thereto to the Property against all claims, and that all expenses in this regard shall be borne and paid for by the Transferor and the Transferor also indemnifies the Transferee against any other expenses incurred in connection with any claim made by any person claiming through or in trust for the Transferor or against the Property.



SCHEDULE A

Description of the Property

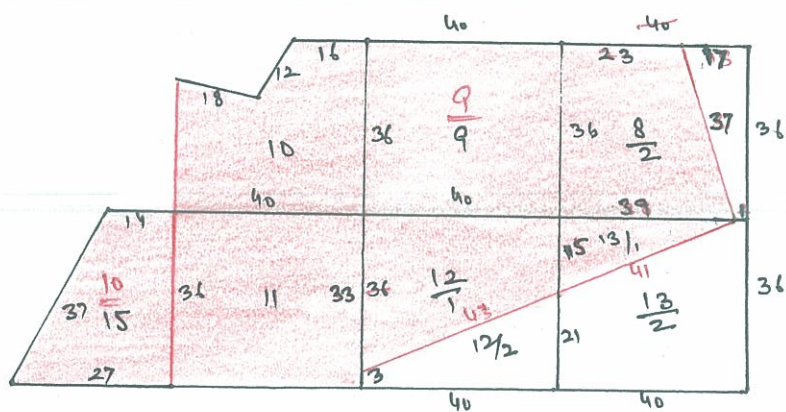
All that piece and parcel of immovable property being the following:

Rectangle No.	Khasra No.	Area in Kanal	Area in Marla	Share	Area (Acres)	Location
9	8/2	6	4	1	0.78	Village Nangli Umarpur, Gurgaon
9	9	8	0	1	1.00	Village Nangli Umarpur, Gurgaon
9	10	7	0	1	0.88	Village Nangli Umarpur, Gurgaon
9	11	8	0	1	1.00	Village Nangli Umarpur, Gurgaon
9	12/1	5	6	1	0.66	Village Nangli Umarpur, Gurgaon
9	13/1	1	12	1	0.20	Village Nangli Umarpur, Gurgaon
10	15	4	2	1	0.51	Village Nangli Umarpur, Gurgaon
		40	4		5.025	





Map of the Property



IN WITNESS WHEREOF the Parties hereto have executed this Deed of Transfer on the day, month and year first above written in the presence of the following witnesses:

TRANSFEROR

For and on behalf of TRANSFEROR

Signature: 

Name:

Designation:

TRANSFeree:

For and on behalf of

1. 

Signature:


Name:

Designation:

Drafted at St. No. 
S.C. ARORA
Advocate
Distt. Courts, Gurgaon

WITNESSES:


1. Madan Singh R/o Kesar Bzrh
R/o mgt mega city Gurgaon


2. S.K Chaturvedi R/o J.P Chabe
R/o mgt mega city Gurgaon

