

RTDNG-2


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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

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Nature of Document	: Transfer Deed
Village/District	: Nangli Umarpur, Tehsil & Distt. Gurgaon
Area	: 10 Kanal 18 Marla
Total Consideration	: Rs.1,47,62,406/-
Stamp Duty	: Nil
Stamp No./Date	: Not Applicable



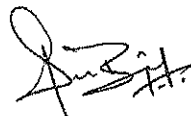
THIS TRANSFER DEED is executed at Gurgaon on 31stth day of July, 2008

Between

M/s Prezzie Buildcon Pvt.Ltd., having its registered Office at 109, New Delhi House, 27 Barakhamba Road, New Delhi-110001, represented through its authorized Signatory Anil Mishra, duly authorised vide Company Resolution dated 31-07-2008 (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 Garland Estates Pvt.Ltd, having its registered office at 17-B, Asaf Ali Road, New Delhi- 110002, represented through its authorized Signatory Sonu Bajaj duly authorized vide Company Resolution dated 31-07-2008, (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



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(8-0), 9(8-0), 10(7-0), 11(8-0), 12(8-0), 13(8-0), Mustil No. 10, Kila No. 15(4-2) land admeasuring 51 Kanal 2 Marla to the extent of 1/5 share admeasuring 10 Kanal 4 Marla; Khewat/Khata No. 79/112, Mustil No. 9, Kila No. 3/2(3-8) admeasuring 3 Kanal 8 Marla to the extent of 1/5 share admeasuring 0 Kanal 14 Marla ; thus total land admeasuring 10 Kanal 18 Marla as per Jamabandi Year 2002-2003 & Mutation No. 826 situated in the revenue estate of Village Nangli Umarpur, Tehsil & district Gurgaon, Haryana (herein after referred to as the "Said Land").

WHEREAS in terms of aforesaid sale 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 sell the same in favour of the TRANSFEREE.


WHEREAS Shri Anil Mishra has been duly authorized vide resolution dated 31-07-2008 duly passed by Board of Directors of the TRANSFEROR to accept consideration, execute and get registered present transfer deed and to deliver actual physical possession of the land described above to the TRANSFEREE.

WHEREAS Shri Sonu Bajaj has been duly authorized vide resolution dated 31-07-2008 duly passed by Board of Directors of the TRANSFEREE to pay the consideration amount , execute and get registered present transfer deed and to obtain actual physical possession of the land described from the TRANSFEROR.

WHEREAS the TRANSFEROR was/is desirous of selling 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 sold in favour of the TRANSFEREE on the terms and conditions set out in this sale deed.

NOW THIS TRANSFER DEED WITNESSETH AS UNDER:-

1. That the total consideration in respect of has been settled at Rs. 1,47,62,406/- (Rupees One Crore Forty Seven Lacs Sixty Two Thousand Four Hundred Six only). This consideration amount shall be subsequently paid by the TRANSFEREE to the TRANSFEROR at mutual convenience.



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 sell the same to the TRANSFEREE. TRANSFEROR has further assured the TRANSFEREE that the property being sold 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 sale 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 sold 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 sale 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 sale 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 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 sale 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 sale deed on the date and
place first mentioned above.


WITNESSES


Drafted By
Mahesh K. Chauhan
Advocate
Gurgaon


TRANSFEROR


M/s Prezzie Buildcon Private Limited
through its duly authorized person.

1.


Mahesh. K. Chauhan
Advocate, Gurgaon


TRANSFEREE

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


Swender Kumar
S/o Sh Kar tar Singh
R10 Lurgan Village
Lurgan.