

भारतीय गैर न्यायिक

INDIA NON JUDICIAL

रु.
25000

पच्चीस हजार रुपये

Rs.
25000

TWENTY FIVE THOUSAND RUPEES



सत्यमेव जयते

INDIA



RADESH

B 543375

AGREEMENT TO SUB LEASE DEED (WITHOUT POSSESSION)

SUPER AREA	111.52 SQ. MTR.
COVERED AREA	66.91 SQ. MTR.
COMMON AREA	44.60 SQ. MTR.
CIRCLE RATE	Rs 2,00,75,000/-
CONSIDERATION PRICE	Rs2,42,00,000/-
ADVANCE PAID	RS 2,42,00,000/-
STAMP DUTY @2%	Rs 4,81,800/-
STAMP PAPER PURCHASED	Rs 4,82,000/-

PROPERTY

UNIT NO. 69,
Ground Floor
The Great India Place,
Plot No. A-2,
Sector 38 A,
Noida,
G. B. Nagar, U.P.

Kim Lal Jain



Amal Jain

This Agreement to Sub-Lease Deed is made on this 28th day of March, 2012 by and between MR. KIMTI LAL JAIN S/O LATE SHRI AMAR NATH JAIN RESIDENT OF A-244, DERAWAL NAGAR, DELHI- 110009 Registered General Power of Attorney Holder

For ARCHIES LIMITED

भारतीय गैर न्यायिक

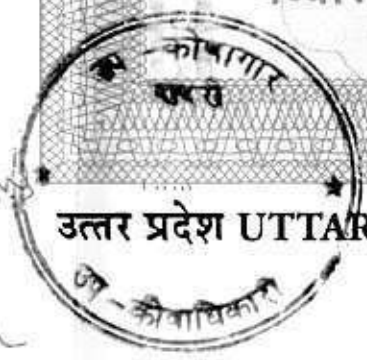
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उत्तर प्रदेश UTTAR PRADESH

B 543376

of M/s International Recreation Parks (P) Ltd acting through Mr. Atul Mittal General Manager (Accounts & Finance) having registered office at Metro Walk, Sector 10, Rohini, Delhi and corporate office at Plot No. A-2, Sector 38 A, Noida, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as "**Transferor**", which expression shall, unless the context does not admit include its successor, administrators, representatives, transferee and assign) on First part; The General Power of Attorney is duly registered with the office of Sub-Registrar-Noida-1 as Additional Book No. 4, Jild No. 631, Pages 135 TO 148, Document No. 175 dated 19/01/2012.

AND

M/s ARCHIES LIMITED a company registered under the provision of Indian Companies Act, 1956 Having registered office at C-113, Naraina Industrial Area, Phase-1, New Delhi-110028 acting through its authorised signatory Mr. Vikas Kumar Tak Company Secretary duly authorized by resolution dated 11.09.2008 (hereinafter referred to as "**Transferee**", which expression shall, unless the context does not admit include its successor, administrators, representatives, transferee and assign) of the Second part;

The Expression and words of the Transferor & Transferee shall mean and include their legal heirs, nominees, executors, successors, assignees, administrators and legal representative respectively.

Kumbhar

Gaurav Jain



For ARCHIES LIMITED

[Signature]

Authorised Signatory

कार्यालय उप कोषागार
दादरी

24 MAR 2012

स्टाम्प नं० 28
स्टाम्प नं० 27 में शामिल किया गया
उप रोकड़िया

विक्रय अनुबंध विलेख (वि. अ. कब्जा)

24,200,000.00 20,075,000.00 24,200,000.00 10,000.00 80 10,080.00 4,000

प्रतिफल मालियत अधिग धनराशि प. रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री मे० Archieslimited द्वारा विकास कुमार टाक

पुत्र श्री पी एन टाक

व्यवसाय नौकरी

निवासी स्थायी ऑफिस सी- 113 नारायणा औद्योगिक ऐरिया स. नई दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 28/3/2012 समय 4:07PM

यदि निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एम. के. सागर
उप निबन्धक (प्रथम)

नोएडा

28/3/2012

निष्पादन लेखपत्र बाद सुनने व समझने मजबूत व प्राप्त धनराशि प्रलेखनसार उक्त

विक्रेता Kishore

केता

श्री कीमती लाल जैन

पुत्र श्री अमर नाथ जैन

पेशा व्यापार

निवासी ए-244 डेरावल नगर दिल्ली 09

श्री मे० Archieslimited द्वारा विकास कुमार टाक

पुत्र श्री पी एन टाक

पेशा नौकरी

निवासी ऑफिस सी- 113 नारायणा औद्योगिक ऐरिया
फेस । नई दिल्ली

ने निष्पादन स्वीकार किया।

दिनांक परचान श्री दिवाकर आर्या

पुत्र श्री भूषण आर्या

पेशा नौकरी

निवासी ई-107 अलकनन्दा सूर्या नगर गा०वाड

पुत्र श्री राहुल वंशल

पुत्र श्री वी के वंशल

पेशा नौकरी

निवासी 127 सर्या निकेतन दिल्ली 92

ने यकी।

प्रत्यक्षतः भद मासियों के निशान अंगुठे नियमनियमित लिखे गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एम. के. सागर
उप निबन्धक (प्रथम)

नोएडा

28/3/2012

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श्रीवागार
कपरी

उत्तर प्रदेश UTTAR PRADESH

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Whereas the New Okhla Industrial Development Authority is the sole owner of the Land Numbered as Plot No. A-2, Sector 38 A, GautamBudh Nagar, Uttar Pradesh measuring 147.4835 acres hereinafter referred to, as '**demised land**' fully described together with all easements upon the said plot of land.

Whereas the New Okhla Industrial Development Authority has allotted the demised land to the M/s International Recreational Parks Private Limited (hereinafter referred to as Developer) on 30/01/2002 for the purpose of setting up a Theme Amusement and Entertainment Park and other commercial facilities supportive to park as per the terms and conditions of allotment letter No. Noida/ ACEO(s)/2002/489 dated 30/01/2002.

And Whereas the New Okhla Industrial Development Authority has also executed a Lease Deed on 05/02/2003 in favour of M/s International Recreational Parks Private Limited and same is registered with the office of Sub-Registrar, Noida, Tehsil Dadri, District GautamBudh Nagar, U.P. as document no. 419 in Book No.1. Volume No664-665 on pages 364-383 hereinafter referred to as "**Original Lease Deed**", for a period of 90 years commencing with effect from 31/07/2002. That subsequently the New Okhla Industrial Development Authority also executed and registered First Supplementary Lease Deed dated 13.06.2003 registered with the Sub-Registrar, Noida, Tehsil Dadri, District then Ghaziabad as A.D. Book No. 1, Jild No. 462, Pages 157 to 162, Document No. 4950/51 dated 13.06.2003 and Second Supplementary Lease Deed dated 02.12.2005 registered with the Sub-Registrar, Noida, Tehsil Dadri, District GautamBudh Nagar as A.D. Book No. 1, Jild No. 678, Pages 475 to 504, Document No. 8327/280

Kimberly

TARCHIES LIMITED

Authorised Signatory

Caution

कार्यालय लघु कोषागार
दादरी

24 MAR 2012

स्टाम्प नं० 29
स्टाम्प नं० 27 में शामिल किया गया
उप रोकड़िया

क्रिेता

Registration No.: 2188

Year: 2012

Book No.: 1

Kumbh Pad

0101 कीमती लाल जैन

अमर नाथ जैन

ए-244 डेरावल नगर दिल्ली 08

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B 543378

dated 02.12.2005 in favour of the Transferor in respect of part of plot of land.

AND WHEREAS of the said Land, 15% of the land is earmarked for commercial purposes supportive to the amusement park whereon the M/s International Recreational Parks Private Limited developed commercial complexes along with basement car parking. One such commercial building called **The Great India Place** has been constructed. (Hereinafter referred to as the "**Commercial Complex or The Great India Place**").

AND WHEREAS all the necessary sanctioned plans and other approvals obtained from Noida Authority. That M/s International Recreational Parks Private Limited obtained requisite completion certificate on 23.03.2007 from the New Okhla Industrial Development Authority.

AND WHEREAS M/s International Recreational Parks Private Limited can transfer the leasehold rights in this commercial constructed area of the said Complex, in part or in full, to the prospective buyers at the mutually settled price by way of Sub-Lease deed, without sub-dividing the whole of demised land to the person(s) / company / firm / proprietorship concern / Trust etc.

AND WHEREAS the Transferor has approached the Lessee to take on, commercial space on sub lease, in bare shell condition, admeasuring 1200 square feet / 111.52 square meter of super area (Super Area : Covered Area:: 100: 60) i.e. Super area is 111.52 square meter and whereas Carpet area is 66.91 square meter and whereas Common Area is 44.60 square meter on Ground Floor bearing Unit number 69 in the said "**The Great India Place**" **Commercial Complex**

of ARCHIES LIMITED
Authorised Signatory

Kembel

Gaurav Jain

कार्यालय उप कोषागार
दादरी

24 MAR 2012

स्टाम्प नं० 30 रव 25.03.12
स्टाम्प नं० 27 में शामिल किया गया
उप रोकड़िया

केता

Registration No. : 2188

Year 2,012

Book No. : 1

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पी एन टाक

ऑफिस सी- 113 नारायणा औद्योगिक एरिया फेस 1 नई दिल्ली

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उत्तर प्रदेश UTTAR PRADESH

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developed in the aforesaid Plot (hereinafter referred to as the "**Demised Premises**") as per the floor plan of the commercial complex. The floor plan is annexed hereto as "**Annexure A**".

AND WHEREAS the Transferor has carried out the inspection of the building plans of the said aforesaid unit and has satisfied himself/ herself/ themselves as to the soundness and quality of the construction thereof besides the conditions and descriptions of all fixtures & fittings installed and/ or provided therein.

And Whereas the M/s International Recreational Parks Private Limited has made a request in writing to the New Okhla Industrial Development Authority that it has sold the floor space measuring 111.52 sq. meters (1200 sq. Fts) of super area (Super Area: Covered Area::100:60:) i.e. Super area is 111.52 square meter and whereas Carpet area is 66.91 square meter and whereas Common Area is 44.60 square meter on Ground Floor of Commercial Complex or The Great India Place bearing as shown in the enclosed site plan herewith without sub-dividing the demised land and strictly as per completion drawing for the purpose of commercial activities against the sale consideration of **Rs 54,00,000/- (Rupees Fifty Four Lacs Only)** Transferor.

AND WHEREAS M/s International Recreational Parks Private Limited has then transferred the leasehold rights in unit no 69 on the Ground Floor in the Commercial Complex admeasuring 1200 Square feet to the Transferor herein vide Agreement to Sub Lease (with possession) dated 05.12.2009 and having received the payment of the full consideration thereof from the Transferor, the M/s International Recreational Parks Private Limited herein has delivered

For ARCHIES LIMITED

Authorized

Gaurav Jain,

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B 543380

symbolic possession of the premises in question to the Transferor with the right to receive and enjoy the License Fee of the premises in question from the said premises. And Whereas Agreement to Sub Lease (with Possession) is registered with the office of Sub-Registrar, Noida-I, Tehsil Dadri, District GautamBudh Nagar, as A.D. Book No. 1, Jild No. 1620, Pages 339 to 456 Document No. 4635 dated 10/12/2009.

And Whereas General Power of Attorney is also registered with the office of Sub-Registrar, Noida-I, Tehsil Dadri, District GautamBudh Nagar, as A.D. Book No. 4 Jild No.631.Pages 95 TO 104, Document No. 172 dated 19/01/2012.

AND WHEREAS the Transferee has approached the Transferor to take on, commercial space on sub lease, in bare shell condition, admeasuring **1200** square feet / **111.52** square meter of super area (Super Area : Covered Area:: 100: 60) i.e. Super area is 111.52 square meter and whereas Carpet area is 66.91 square meter and whereas Common Area is 44.60 square meter on Ground Floor bearing Unit number **69** in the said **"The Great India Place" Commercial Complex** developed in the aforesaid Plot (hereinafter referred to as the **"Demised Premises"**) as per the floor plan of the commercial complex. The floor plan is annexed hereto as **"Annexure A"**.

AND WHEREAS the Transferee has carried out the inspection of the building plans of the said aforesaid unit and has satisfied himself/ herself/ themselves as to the soundness and

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B 543381

quality of the construction thereof besides the conditions and descriptions of all fixtures & fittings installed and/ or provided therein.

And Whereas the Transferor has sold the floor space measuring 111.52 sq. meters (1200 sq. fts) of super area (Super Area: Carpet Area (Covered Area):: 100 :60) on First Floor of Commercial Complex or The Great India Place bearing as shown in the enclosed site plan herewith without sub-dividing the demised land and strictly as per completion drawing for the purpose of commercial activities against the sale consideration of **Rs 2,42,00,000/- (Rupees Two Crore Forty Two Lacs Only)** to Transferee.

I. NOW THIS AGREEMENT TO SUB -LEASE WITNESSETH AS FOLLOWS:-

1. That The Transferor in consideration of **Rs 2,42,00,000/- (Rupees Two Crore Forty Two Lacs Only)** has hereby demised and agreed to transfer the leasehold rights, title, interest & lien of the built up space for establishing and running an office/ shop /showroom bearing Unit **No. 69** On **Ground Floor** of the complex contained by **measurement 1200 sq. ft.** in favour of the Transferee as per terms of lease deed dated 05.02.03 and demised premises under lease is marked in red Colour in enclosed site plan & is bounded as below: -

On the North

by Other Property

For ARCHIES LIMITED

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

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On the South by Other Property
On the East by Other Property
On the West by Other Property

The unit is part of the commercial building **The Great India Place** constructed by the Developer on the Plot No. A-2, Sector 38 A, Gautam Budh Nagar, Uttar Pradesh.

That the Transferee has paid the aforesaid sale consideration of Rs2,42,00,000/- (Rupees Two Crores Forty Two Lacs Only) by way of cheques drawn on ICICI Bank, Naraina Branch, New Delhi. The other details of payment is as under:-

S.NO.	CHEQUE NO.	DATED	AMOUNT
1.	111849	16/01/2012	25,00,000/-
2.	717140	04/02/2012	25,00,000/-
3.	719753	23/03/2012	1,92,00,000/-

AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS WITH THE IN THE MANNER AS FOLLOWING.

For ARCHIES LIMITED

Authorised Signatory

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1. PAYMENTS

1. The Transferee hereby undertakes to pay with effect from the date of this Agreement to Sub Lease (with possession) to the New Okhla Industrial Development Authority or Developer (Lessee) directly every year in advance, the lease rent at the rate of 2.5% of total premium, which is in proportion to the total annual lease rent, per year subject to the enhancement as per provisions of original lease deed. The liability to pay the lease rent along with interest @ 18% if any, prior to execution of this Deed, shall be of Transferor. It is further stated that the above lease rent shall be revised after a period of every ten years from the execution of the original lease deed or from the date of allotment as may be applicable subject to the condition that it will not exceed 50% of the lease rent, last applicable, payable at the time of such enhancement. Whereupon the Transferee shall be liable to pay the lease rent in advance every year so enhanced.

2. The failure on the part of the Transferee to pay the above lease rent in time, an interest @ 18% per annum compounded every half yearly or such other rate as New Okhla Industrial Development Authority may, in its absolute, discretion decide from time to time. This will, however, be without prejudice to right of the New Okhla Industrial Development Authority / Developer of re-entry for any

For ARCHIES LIMITED

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उत्तर प्रदेश UTTAR PRADESH

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default on account of non-payment of lease rent as mentioned above and the interest thereupon.

3. The Developer shall however, continue to pay the proportionate lease rent for the unsold portion of the building which includes any portion of the building surrendered by the its sub-lessee or unsold portion, as per the terms and conditions enumerated in the lease deed dated 05/02/2003 or First Supplementary Lease Deed dated 13.06.2003 & Second Supplementary Lease Deed dated 02.12.2005.

4. That the Transferee shall also be liable to proportionately pay all charges, demands, levies etc. levied or demanded by any Government authority/department in respect of present or in future demands and all charges, demands, levies, cess levied or demanded prior to execution of this Agreement to Sub-Lease Deed (WITHOUT POSSESSION) such liability shall be of Transferor.

Kemtal

2. RATES, TAXES AND USER CHARGES FOR FACILITIES

For ARCHIES LIMITED

Authorised Signator

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2.1 All taxes, rates, charges, fees assessment of every description imposed by any statutory body in respect of the demised premises purchased by the Transferee or occupier shall be paid by the Transferee or occupier as the case may be.

3. MAINTENANCE

1. That the Developer and Transferee will keep the demised premises and common spaces:-

i. At all times in a state of good and substantial repairs and in good healthy condition to the satisfaction of the Developer.

ii. And the available facilities as well as surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.

2. That the Transferor and Transferee shall abide by all the rules & regulations, By-laws, directions and guidelines of the New Okhla Industrial Development Authority framed/ issued from

For ARCHIES LIMITED

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time to time under any other provisions of the existing or future law or rules made therein.

3. In case of non-compliance of any of terms and conditions or any directions of the New Okhla Industrial Development Authority or Developer, the Developer shall have the right to impose such penalty, as it may consider just and/or expedient.
4. The Transferee shall be responsible for maintenance of the building so constructed in workman like manner unto the satisfaction of the Developer. The Developer if not satisfied by maintenance of the demised premises including any common space, the Developer may maintain through its agency and amount so spent on such maintenance may be recovered from the Transferee or occupier. Every Transferee or occupier shall be severally and jointly liable to pay the maintenance amount so spent in proportionate to demised premises & common-space occupied by him/them. The decision of the Developer regarding the quantum of maintenance and the amount spent shall be final and binding upon the Transferee or occupier.

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9. In case of default of payment of above amount, the dues can be recovered by the Developer from Transferee or the occupier as the case may be and the same shall be subject to the interest at the rate of 18% per annum compounded half yearly along with recovery charges.

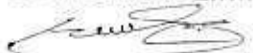
4. TRANSFER OF UNIT

4.1 That the Transferee shall not be entitled to sell, transfer, assign or otherwise part with possession of the whole or any part of the demised premises without clearing the dues of the Developer.

4.2 If there is any breach of any of the clauses mentioned in this sub-lease (WITHOUT POSSESSION) and the breach is not remedied within a reasonable time even after a written notice to this effect by the Developer to the Transferee, the Developer may determine this sub lease WITHOUT POSSESSION and possession of the leased property can be resumed accordingly.

4.3 Notwithstanding any restrictions, limitations and conditions mentioned hereinabove; the Transferee shall be entitled to create tenancy of the whole of the demised premises of its own.

For ARCHIES LIMITED



Authorised Signatory

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4.4. The Transferee shall in no case, sell even by way of change in constitution except with prior permission in writing of the Developer.

5. OTHER CLAUSES

1. That the Transferee shall not hold the Transferor/Developer responsible, to make good the damage/s if any by fire, tempest, flood or violence or any move or other irresistible force, if any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for the purposes for which it has been leased.
2. That the Transferee shall keep the Developer indemnified against all claims for damages, which may be caused to any adjoining premises in consequences of the execution of any work in the demised premises. The Developer in this regard shall assess the damages.
3. That the Developer may require the successor in the interest of the Transferee to abide by and faithfully carry out the every term, conditions, stipulations and agreements herein contained.

Kumbar

For ARCHIES LIMITED

Authorised Signatory

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4. That the Transferor and Transferee or the successor in the interest of the Transferee shall abide by and faithfully carry out the terms, conditions, stipulation and agreement contained in the present sub-lease deed and also the Lease Deed dated 5th day of February, 2003 or First Supplementary Lease Deed 13.06.2003 or Second Supplementary Lease Deed dated 02.12.2005 which are executed between the New Okhla Industrial Development Authority and the Developer.

5. The Developer, Transferor and Transferee shall be bound by the building regulations and directions of the New Okhla Industrial Development Authority. The Transferee shall not do any act or action which are prejudice to the general safety, structural stability of the building wherein the demised premises are situated. The Transferee hereby indemnify the Developer in respect of the any act or acts which may violate the general building regulations and directions of the competent authority.

For ARCHIES LIMITED

Authorised Signator

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6. The Transferor and Transferee shall always abide by the provisions of U.P. Industrial Area Development Act, 1976 amended from time to time.

7. The Transferor and Transferee shall be bound by the general terms and conditions of the allotment, original lease deed dated 05.02.2003, First Supplementary Lease deed dated 13.06.2003 and Second Supplementary Lease deed dated 02.12.2005 in respect of the plot no. A-2, Sector 38 A, GautamBudh Nagar, Uttar Pradesh whereon this building known as **The Great India Place** is constructed. The contents of allotment and lease deeds shall be jointly and severally binding on the Transferee.

8. The Original Lease Deeds enumerated above shall deem to form part of this Sub Lease deed (WITHOUT POSSESSION).

III. AND IT IS HEREBY FURTHER DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

For ARCHIES LIMITED

Authorised Signatory

भारतीय गैर न्यायिक

क INDIA NON JUDICIAL

रु.
25000

पच्चीस हजार रुपये

भारत

25000

Rs.
25000

TWENTY FIVE THOUSAND RUPEES



सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

B 543391

A. Upon the happening of any one or more of the under mentioned contingencies.

1. If the Transferee or any person(s) claiming through or under such Transferee commits breach of any of the covenants or conditions contained in this, and such breach is not remedied following receipt of written notice from the Developer, as the case may be, specifying the nature of breach and providing the Transferee reasonable opportunity to remedy the breach.

2. If the Transferee or any other person(s) claiming through or under such Transferee fails and/ or neglects to observe punctuality and / or perform any of their / its / his/ her obligations stipulated under this Deed.

3. If the Transferee or any other person(s) claiming through or under such Transferee whether actually or purportedly transfer, creates, alienates, extinguishes, relinquishes,

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भारतीय गैर न्यायिक

INDIA NON JUDICIAL

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25000

पच्चीस हजार रुपये

Rs.
25000

TWENTY FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

B 543392

mortgages or assigns the whole or any part of his right, title or interest or create lien whether in whole or any part thereof, except in the manner stipulated in this Sub Lease Deed (WITHOUT POSSESSION).

4. If the Transferee falls into arrears of annual rent, charges, dues, and payments of any nature or interest thereon, in whole or any part thereof to the extent of two consecutive defaults.

5. If the Transferee is adjudged insolvent under any law by any court of Law.

6. In the event of discovery of fact that the Transferee has furnished false and/ or incorrect information / fact or concealed relevant and/ or material information / facts and obtained allotment as a result thereof.

For ARCHIES LIMITED

Authorised Signator

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.
15000

पन्द्रह हजार रुपये

FIFTEEN
THOUSAND RUPEES

Rs.
15000

उत्तर प्रदेश UTTAR PRADESH

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7. In the event of non-observance/non compliance or any of the terms stipulated in this Deed.

It shall be lawful for the Developer without prejudice to any other legal right or remedies available under law, to re-enter the demised premises or any part thereof and thereafter this Sub-Lease shall stand terminated. In the event of such determination following consequences shall follow:-

- i. If at the time of re-entry, the demised premises are not occupied by the Transferee, the Developer may forfeit the whole or part consideration paid by the Transferee and the Developer will have the right to sell again that premises to any other persons. However, the Developer will have to give a notice in writing to the Transferee requiring him to show cause within a reasonable time.
- ii. For any Losses, Transferee or person claiming through or under him shall be solely responsible, if the Developer would have to grant fresh allotment of the demised premises, on account of breaches of any of the conditions by the Transferee or any person claiming through or under him.

For ARCHIES LIMITED

Authorised Signatory

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.
15000

पन्द्रह हजार रुपये

भारत



सत्यमेव जयते

INDIA

FIFTEEN
THOUSAND RUPEES

Rs.
15000

उत्तर प्रदेश UTTAR PRADESH

266780

- B. The Developer shall be entitled to recover all dues payable to it under the agreement from the Transferee without prejudice to other rights under any other law for the time being in force.
- C. That Developer or any person or persons authorised by him in writing shall have access to and the implied right and authority to enter upon the demised premises for its satisfaction that the covenants and conditions contained herein have been and are being complied with properly and substantially.
- D. All the taxes, claims, levies, damage, penalties, electricity and water bills, ground rent, lease money, dues and demands of the Noida Authority, whether assessed or hereafter till the execution of this Agreement to Sub-Lease (WITHOUT POSSESSION) as aforesaid shall be paid and borne by the Transferor and subsequent thereto by Transferee.
- E. That the Transferor has assured the Transferee that the aforesaid demised land is free from all kinds of encumbrances, such as prior sale, mortgage, gift, Will, lien, litigation, disputed, lease, loan, surety, security, stay order,

For ARCHIES LIMITED

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

V 023231

acquisition, etc. And if it is proved otherwise, then the Transferor shall be liable and responsible to indemnify all the losses/ damages, thus suffered by the Transferee.

F. The both the parties at mutually agreed terms can make such additions and alterations or modifications in these terms and conditions as may be considered just and expedient.

E. That this Agreement to Sub-Lease (WITHOUT POSSESSION) is subject to execution of Tripartite Sub Lease Deed as and when the New Okhla Industrial Development Authority gives its consent for execution of Tripartite Sub-Lease Deed.

F. That the Developer shall apply and obtain the permission to transfer the said demised premises from the Noida Authority in favour of Transferee or his/her legal heirs, nominee(s) and Transferor shall undertakes to sign, execute and register any document in this regard in favour of the Transferee. The Transferor shall execute the Transfer Deed within three months after obtaining such permission from the New Okhla Industrial Development Authority without charging or claiming any extra amount for the same. However, it is specifically agreed that the Transferor is liable to pay the transfer charges to the New Okhla Industrial Development Authority till the date of execution of this Agreement to Sub-

For ARCHIES LIMITED

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

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Lease (WITHOUT POSSESSION) and subsequently by the Transferee.

G. That if either party infringes any of the terms and conditions of this Agreement to Sub lease (WITHOUT POSSESSION), the other Party shall be entitled to get implementation thereof effected through Court of Law, by filling a suit for specific performance of this Agreement to Sub-Lease Deed or any other law for the time being in force, at the costs and risk of the Defaulting Party.

H. Each Party acknowledges that a breach or threatened breach of any of the foregoing provisions could cause the other party irreparable damage and injury that would not be compensable by monetary damages alone and, accordingly, that each party shall, in addition to all other available legal or equitable remedies, be entitled to injunctive relief against such breach or threatened breach by the other party, or to specific performance of this Agreement to Sub-Lease Deed (WITHOUT POSSESSION).

G. That the Transferor shall hand over the vacant, physical & peaceful possession of the said demised premises to the Transferee at the time of execution of Agreement to Sub Lease (WITH POSSESSION). The Physical possession of the unit is with the licensee.

For ARCHIES LIMITED

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

BA 323000

- H. The cost and expenses of preparation, stamping and registering of this Agreement to Sub-lease deed (WITHOUT POSSESSION) or tripartite sub-lease deed and its copies and all other incidental expenses will be borne exclusively by the Transferee, who will have to pay further the stamp duty of transfer of immovable property levied, or any other duty or charge that applicable at the time of execution of this tripartite sub-lease deed or may be levied by any Authority empowered in this behalf.
- I. That Any and all disputes arising out of the interpretation, execution, performance or breach of this Agreement to Sub-Lease Deed shall be settled in arbitration by a sole arbitrator appointed by the Transferee. The party initiating the arbitration proceedings shall do so under a written notice in that regard duly served on the other party. The other party shall within a period of 30 days there from nominate the arbitrator name and proceed further. The decision of sole arbitrator shall be final and binding on the parties to the dispute. The arbitration shall be conducted at New Delhi or Noida, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and / or any amendment / re-enactment thereof then effective.

For ARCHIES LIMITED

Authorised Signatory

- J. Any relaxation, concession or indulgence granted by the Transferor to the Transferee shall not in any way prejudice the legal rights of the Developer.



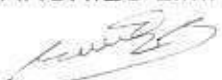
उत्तर प्रदेश UTTAR PRADESH

V 043653

Attached Stamp Paper against Unit No:-00
Ground Floor Ground India Place Main
Hoida Sec-38A

Kunt Lal

For ARCHIES LIMITED


Authorised Signatory



कार्यालय कोषागार



उत्तर प्रदेश UTTAR PRADESH

V 043652

Hutchel Stamp Paper Against
Unit No - 069 Ground floor Street
Indira Place Mall No. 19 Sec-38

Ke. 1000

For ARCHIES LIMITED

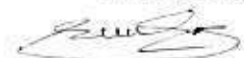
Authorised Signatory

K. Any dispute arising out of this deed shall be subject to the territorial jurisdiction of the Civil Court, GautamBudh Nagar, or High Court of Judicature at Allahabad.

L. The enforceability, invalidity or illegality of any provisions in the Agreement to Sub-Lease Deed shall not cause any of the other provisions of this Lease Deed to be unenforceable, invalid or illegal.

M. The Transferor and Transferee shall also abide by and be bound by all the terms and conditions of the Allotment, Building bye-laws and their amendments from time to time, Scheme Brochure and in the Lease deed dated 05.02.2003, First Supplementary dated 13.06.2003 and Second Supplementary Lease Deed dated 02.12.2005 executed by the New Okhla Industrial Development Authority in favour of the Lessee. In case of any inconsistency between any provision of the Lease Deed and this deed, the former shall prevail.

For ARCHIES LIMITED



Authorised Signatory



- N. Unless, otherwise advised in writing by either party to the other, the addresses of service of Notices shall be same as mentioned in this Agreement to Sub-Lease Deed. A notice and all other legal communications shall be served in writing either by hand delivery against acknowledgement or by prepaid registered post or by courier.

DECLARATION

I/We do hereby declare that I/ We have carefully and understood the terms and condition mentioned in the aforesaid Paras, which shall be binding on us.

In Witness Whereof, the parties hereto have set their hand on this 28th day of March, 2012 herein first above written.

In Presence of

1. For and On behalf of Transferor.

Kimiti Jain
Mr. KIMITI JAIN



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY CIRCULATION BY THE BOARD OF DIRECTORS OF ARCHIES LIMITED ON 1st SEPTEMBER, 2008 AND CONFIRMED BY THE DIRECTORS IN THE BOARD MEETING HELD ON 11 SEPTEMBER, 2008 AT C-113, NARAINA INDUSTRIAL AREA, PHASE-I, NEW DELHI - 110 028.

"RESOLVED THAT Mr. Vikas Kumar Tak, a member of the Institute of Company Secretaries of India be and is hereby appointed as the Secretary of the Company with effect from 1st September, 2008 to perform all such functions, as may be performed by a Secretary under the Companies Act, 1956 and all other functions as may be assigned to him by the Board of Directors."

"RESOLVED FURTHER THAT Mr. Anil Moolchandani, Chairman Cum Managing Director and Mr. Jagdish Moolchandani, Executive Director be and are hereby jointly and severally authorized to file the requisite Form 32 with the Registrar of Companies, Delhi and Haryana."

"RESOLVED FURTHER THAT Mr. Vikas Kumar Tak, Company Secretary be and is hereby appointed as Compliance officer in pursuance of clause 47(a) of the Listing Agreement to do all such acts under the said Listing Agreement and other SEBI Regulations/Guidelines applicable to the Company from time to time."

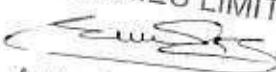
"RESOLVED FURTHER THAT Mr. Vikas Kumar Tak, Company Secretary be and is hereby authorised/empowered, from the date of appointment, to carry out all the jobs/functions for which Mr. P. J. Joshi was authorised/empowered/responsible."

"RESOLVED FURTHER THAT Mr. Vikas Kumar Tak, Company Secretary be and is hereby authorised to sign all papers/ agreements/ contracts/ lease deeds/ Resolutions/ minutes/ Legal Documents/ Petitions/ Appeals/ Power of Attorney and other related documents, from the date of his appointment, i.e. 1st September, 2008."

"RESOLVED FURTHER THAT Mr. Vikas Kumar Tak, be and is hereby authorised to hire advocates/ Legal Counsels/ Consultants/ Professionals in relation to the company's work."

ARCHIES LIMITED

For ARCHIES LIMITED



Authorised Signatory



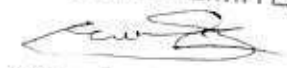
"RESOLVED FURTHER THAT Mr. Vikas Kumar Tak, be and is hereby authorised to appear in person and to represent the company, file any form or documents before any court of law, Government authorities, Registrar of Companies/ Regional Director (NR)/ Company Law Board/ SEBI/ Stock Exchanges/ RBI, for and on behalf of the company."

"RESOLVED FURTHER THAT Mr. Vikas Kumar Tak, be and is hereby authorised to digitally sign on behalf of company all the E-forms filed before Registrar of Companies/ Regional Director (NR)/ Company Law Board/Ministry of Company Affairs on MCA portal or otherwise as may be prescribed by the Govt. from time to time and he is also authorised to make an application to the relevant authority on behalf of the company for any direction/amendment in the Company Master data and Index of Charges as and when necessary."

**CERTIFIED TRUE COPY
For ARCHIES LIMITED**


**Jagdish Moolchandani
Executive Director**

For ARCHIES LIMITED


Authorised Signatory

ARCHIES LIMITED



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAECA0726C



नाम /NAME

ARCHIES LIMITED

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION

07-11-2002

Pavinder S. Bhatia
JL. FORTINER NORTH DELHI

आयकर आयुक्त (कम्प्यूटर सेन्टर)
Commissioner of Income-tax(Computer Operations)

इस कार्ड को खोने / गिराव लेने पर कृपया जल्दी करने
वाले अधिकारी को सूचित / वापस कर दें
आयकर आयुक्त (कम्प्यूटर सेन्टर),
पूर्वी खण्ड-II, एत संख्या-3,
विदेकानन्द मार्ग,
रामकृष्ण पुरम, नई दिल्ली-110066.

In case this card is lost/found, kindly inform/return to
the issuing authority :

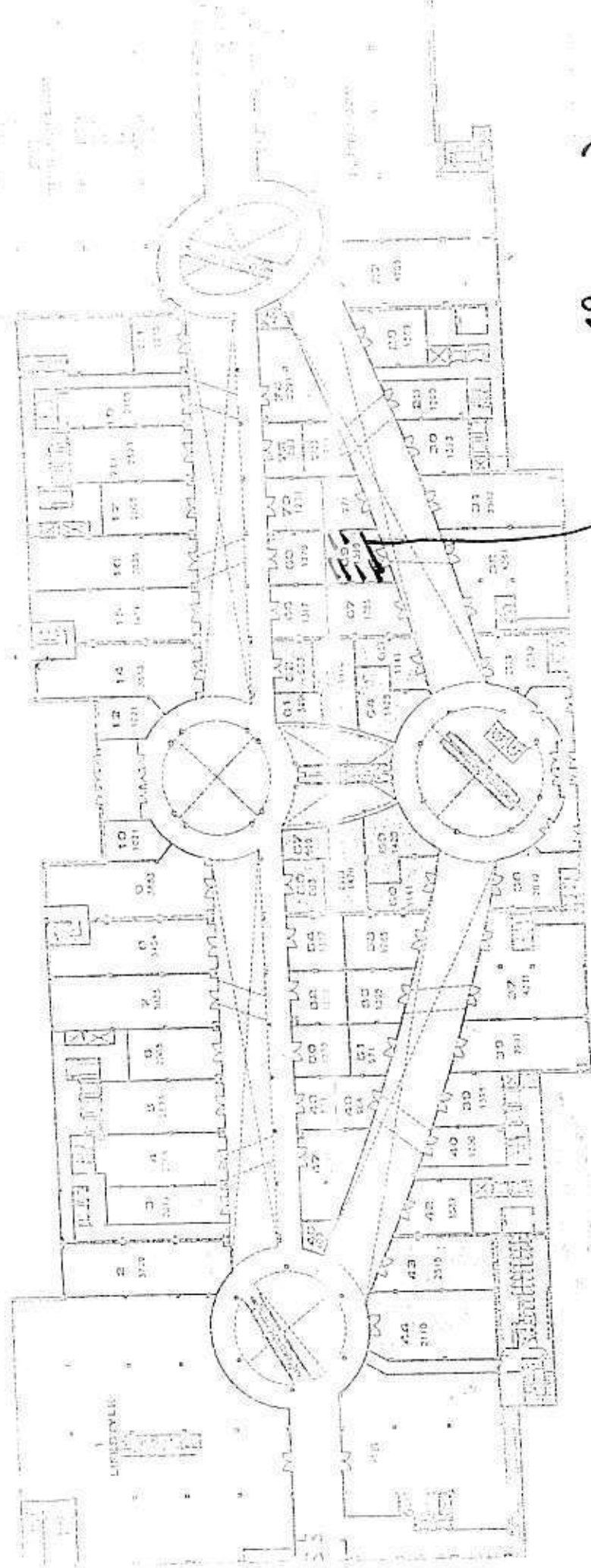
Commissioner of Income-tax(Computer Operations),
Level III, East Block II,

Vivekananda Marg, R.K. Puram,
New Delhi - 110066.

for ARCHIES LIMITED

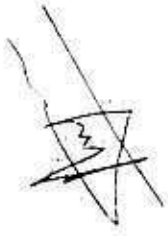
[Signature]
Authorised Signatory





UNIT NO-69
(AREA-1200 SQ. FT.)

Spoken Fair.



For ARCHIES LIMITED
[Signature]
Authorized Signator

ORIGINAL FLOOR

2. For and on behalf of Transferor

For ARCHIES LIMITED

M/s ARCHIES LIMITED
Authorized Signatory



WITNESSES

1. Director Anya
Sd/ Bhushan Anya
E-108 Alaknanda, Sur-4
Nagar (G-43)

2.
Rahul Bensch
8/08h. V. K. Bensch
127 Surya Niketan D-3

आज दिनांक 28/03/2012 को

बही सं 1 जिल्द सं 3119

पृष्ठ सं 41 पे 06 पर क्रमांक 2188

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ता: र



एम. के. सागर

उप निबन्धक (प्रथम)

नोएडा

28/3/2012

