TRE LETTER

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Main Administrative Building, Sector VI NOIDA - 201301

Industrial Department Location- 59/C-15/16/17 No/Noida/D.G.M. (IND)/20072526 Run Date 04/04/2007 Regn. Id; 40005035

TRANSFER MEMORANDUM

Shri/Smt/M/s ASHIAN NEEDLES PVT. LTD. C-308, SECTOR-1, AVANTIKA, ROHINI

ALLOTTED/ transferred Industrial plot/shed No. 59/C-15/16/17 has applied for transfer of plot/shed 59/C-15/16/17 in favour of Shri/Smt/M/s VIDYA INFRASTRUCTURE PVT. LTD. S-44, MEENAKSHI GARDEN, NEW DELHI

Accordingly, the permission for transfer is being granted subject to the following terms and conditions:

1. The transfer charges are applicable @ Rs. 500/- per sq.mtr. amounting to Rs. 2772000.00

2. Lease rent shall be charged @ 2.5% p.a. of the current rate of plot i.e. _____ The lease rent may be enhanced after every 10 years from the date of this memorandum by an amount to exceeding 50% of the lease rent last thus fixed. The lease rent shall be payable as per prevailing policy.

3. Any other dues/arrears shall be recovered from the transferee subject to interest applicable at the time to recovery of dues. In case of default in payment present rate of interest is 15% per annum compounding at

six monthly rest for the defaulted amount for the defaulted period.

4. The transferee shall come into commercial production within one year from the date of transfer memorandum. In case of breach of terms condition the Lease/Transfer deed will be cancelled#revoked and the possession shall be resumed by the Authority

5. The Transferee shall be bound by the terms and conditions of Lease Deed executed between the Leassee and NOIDA on 13/09/1995 subject to the changes mentioned in the transfer Memorandum and otherwise, from

time to time.

6. The transferee automatically would inherit all the assets and liabilities connected with the above property including liabilities on account of deviation, made in the building, its use, in respect of violation of other terms and conditions of the allotment/lease deed.

7. The transferee shall be running the project of COMPUTER SOFTWARE

The transferee shall be liable to fulfil various requirement laid down by the U.P. Pollution Control Board before implementation of the project. However, if any change/addition in the project is required that the same shall be considered as per rules and regulation of the Authority and shall be implemented only after the prior approval of such changes from the Authority. Any change of project without prior written approval of the Authority shall be considered a violation of terms and transfer/Lease/transfer Deed and shall invite necessary action for cancellation/revocation of lease/transfer. deed.

8. The transferee shall not rent - out/sublet the premises (Party/fully) without prior permission of the Authority.

9. The transferee shall not undertake any change in constitution without prior approval of the Authority and same shall be considered subject to terms conditions framed by Noida in this regard from time to time.

10. In case transferor is a banafide lessee then he shall execute transfer deed with the transferee and a certified copy of the same shall be submitted to the AUTHORITY after the registration of the same with the Sub-Register, NOIDA. This condition would be complied within 90 days from the date of this transfer Memorandum. The transfer Memorandum shall be the part of transfer deed executed between transferor and transferee. In case delay in execution of transfer deed penalty for delayed period shall be charge @ Rs. 50/per day upto plot area of 200 sq.mtr., Rs. 100/- per sq.mtr. of plot area upto 800 sq.mtr. & Rs. 200/- per day for plot area above 800 sq.mtrs.