



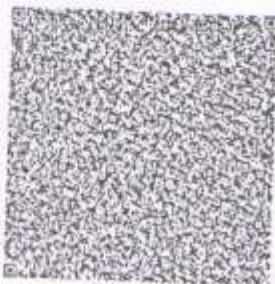
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP00491466201658M
Certificate Issued Date : 23-Jul-2014 03:28 PM
Account Reference : SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPSHCIL0100580276446664M
Purchased by : P A R Y DEVELOPERS PRIVATE LIMITED
Description of Document : Article 31 Exchange of property
Property Description : PLOT NO. GH-B1 AND PLOT NO. GH-B2, SECTOR-25, JAYPEE GREENS SPORTS CITY, SDZ, YEIDA
Consideration Price (Rs.) : 0
(Zero)
First Party : P A R Y DEVELOPERS PRIVATE LIMITED
Second Party : SOLITAIRE REALINFRA PRIVATE LIMITED
Stamp Duty Paid By : P A R Y DEVELOPERS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 1,25,00,000
(One Crore Twenty Five Lakh only)



-----Please write or type below this line-----

EXCHANGE DEED

P.A.R.Y. Developers Pvt. Ltd.

Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

0000367031

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

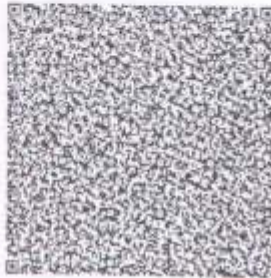
e-Stamp

24054/14

CERTIFICATE



Certificate No.	: IN-UP00491488280678M
Certificate Issued Date	: 23-Jul-2014 03:29 PM
Account Reference	: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0100580244748093M
Purchased by	: SOLITAIRE REALINFRA PRIVATE LIMITED
Description of Document	: Article 31 Exchange of property
Property Description	: PLOT NO. GH-B1 AND PLOT NO. GH-B2, SECTOR-25, JAYPEE GREENS SPORTS CITY, SDZ, YEIDA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: P A R Y DEVELOPERS PRIVATE LIMITED
Second Party	: SOLITAIRE REALINFRA PRIVATE LIMITED
Stamp Duty Paid By	: SOLITAIRE REALINFRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 1,25,00,000 (One Crore Twenty Five Lakh only)



-----Please write or type below this line-----

EXCHANGE DEED

P.A.R.Y Developers Pvt. Ltd.

Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

XM 0000367032

Statutory Alert:

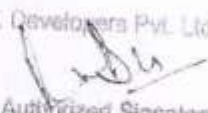
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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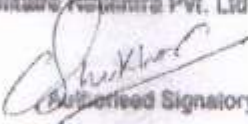
EXCHANGE DEED

1. STAMP DUTY PAID ON	:	₹ 50,00,00,000/-
2. STAMP DUTY	:	₹ 2,50,00,000/-

IN CONNECTION WITH THE a Plot of Land in the Jaypee Greens Sports City admeasuring 21622.6 Square Meters (approximately 5.34 Acres) being Plot No.GH-B1, situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority Area, District Gautam Budh Nagar (U.P.).

P.A.R.Y. Developers Pvt. Ltd.

 Authorized Signatory

For Solitaire Replina Pvt. Ltd.


 Authorized Signatory



संयुक्त प्रमाणपत्र



प्रमाणित किया जाता है कि

उपरोक्त दोनों पक्षों ने

4

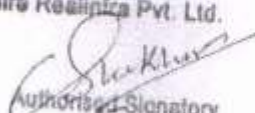
This Exchange Deed through Assignment is made and executed at GREATER NOIDA, GAUTAM BUDH NAGAR on this **24th Day of July 2014**, between **M/s. P.A.R.Y. Developers Private Limited, (PAN-AADCP4564C)**, a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at B-22, 6th Floor, Pocket-9A, Jasola, New Delhi-110025, through its Director/ Authorized representative **Mr. RAJAT DUA, S/o. Shri S.L. Dua R/o 6/2, Jangpura-B, Ground Floor, New Delhi-110014** duly authorised by Board of Directors vide Board meeting dated 26.06.2014 held at registered office of the Company (hereinafter referred to as the "**First Party**"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives) of the **FIRST PART**.

AND

M/s. Solitaire Realinfra Private Limited, (PAN-AACCH4156K), a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at D- 835, New Friends Colony, New Delhi- 110065, India (**PAN-AACCH4156K**), through its Authorized representative **Mr. Chandra Shekhar S/o Shri J.S. Maurya R/o C-2nd, 31, New Ashok Nagar, Delhi-110096**, duly authorised by Board of Directors vide Board meeting dated 26.06.2014 held at registered office of the Company (hereinafter referred to as the "**Second Party**"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its

P.A.R.Y. Developers Pvt. Ltd.

Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

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प्रतिफल

फोन रजिस्ट्री

नकल व प्रति शुल्क

योग

अदल लगभग

श्री मै0सोलिटेयर रियलइन्फ्रा प्रा0लि0द्वारा- चन्द्र शेखर
पुत्र श्री जे0एस0मोर्या

व्यवसाय

निवासी न्यायी सी*-2 31 न्यू अशोक नगर दिल्ली-96

अस्थायी पास

वे यह लेटरपेज डग कार्यालय में

दिनांक

24/7/2014

समय 12:36PM

यह निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

24/7/2014

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व पाप्न धनराशि रु. प्रलेखननगर उक्त

प्रथम पक्ष

द्वितीय पक्ष

श्री मै0पी0ए0आर0वाई0डवल0प्रा0लि0द्वारा रजत
दुआ

पुत्र श्री एस एल दुआ

पेशा

निवासी 6/2 जंगपुरा बी याउण्ड फलोर नई
दिल्ली-14



श्री मै0सोलिटेयर रियलइन्फ्रा प्रा0लि0द्वारा- चन्द्र शेखर
पुत्र श्री जे0एस0मोर्या

पेशा

निवासी सी*-2 31 न्यू अशोक नगर दिल्ली-96



legal heirs, executors, successors and legal representatives) of the **OTHER PART.**

Whereas the First Party aforesaid is an Allottee/Sub-Lessee and in possession of a Plot of Land in the Jaypee Greens Sports City admeasuring 21622.6 Square Meters (approximately 5.34 Acres) being Plot No.GH-B1, situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority Area, District Gautam Budh Nagar (U.P.), (hereinafter referred to as the "**First Schedule Property**").

Whereas, the Second Party is the absolute owner/Sub Lessee of a Plot of Land in the Jaypee Greens Sports City admeasuring 45389.00 Square Meters (approximately 11.215 Acres) being Plot No.GH-B2, situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority Area, District Gautam Budh Nagar (U.P.) (hereinafter referred to as the "**Second Schedule Property**").

AND WHEREAS the Sub Lease Deed in respect of the First Schedule Property has been executed by and between **Jaypee Sports International Limited & First Party** and same was registered with the Sub-Registrar, Gautam Budh Nagar in Book No.1, Volume No.13592 at pages 237-612 at Sl. No.15862 on 27.06.2013.

AND WHEREAS the Sub Lease Deed in respect of the Second Schedule Property has been executed by and between **Jaypee Sports International Limited & Second Party** and same was registered with the

P.A.R.Y. Developers Pvt. Ltd.

Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

ने निष्पादन स्वीकार किया।

निवासी पहचान श्री अतुल कुमार अग्रवाल

पुत्र श्री जगदीश प्रसाद अग्रवाल

पेशा यकलत

निवासी एच-138 गामा-02 ग्रेटर नोएडा जिला जी वी नगर

व श्री शिव कुमार

पुत्र श्री एस पी सिंह

पेशा नौकरी

निवासी एच-138 गामा-02 ग्रेटर नोएडा जिला जी वी नगर

ने की।

प्रत्यक्षतः सड़ गांधियों के निजान अंगुठे नियमानुसार लिये गये हैं।



रजिस्ट्रार अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर
गौतमबुद्धनगर
24/7/2014



ने निष्पादन स्वीकार किया।

जिजाया साहबान श्री अतुल कुमार अग्रवाल

पुत्र श्री जगदीश प्रसाद अग्रवाल

पेशा यमलत

निवासी एच-138 गामा-02 ग्रेटर नोएडा जिला जी वी नगर

व श्री शिव कुमार

पुत्र श्री एस पी सिंह

पेशा नौकरी

निवासी एच-138 गामा-02 ग्रेटर नोएडा जिला जी वी नगर

ने की।

पत्तक्षेत्र भद्र गांवियों के निशान अंगुठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर
गौतमबुद्धनगर
24/7/2014



Sub-Registrar, Gautam Budh Nagar in Book No.1, Volume No.14745 at pages 71 to 136 at Sl. No.32715 on 27/12/2013.

AND WHEREAS the FIRST PARTY aforesaid has obtained permission to transfer the First Schedule Property in favour of the SECOND PARTY from the Yamuna Expressway Industrial Development Authority vide transfer Memorandum No.YEA/Property/124/SDZ/2014 on DATED 16/07/2014, hereinafter referred to as the Transfer Memorandum.

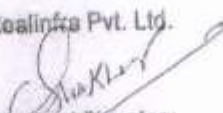
And whereas the First Party aforesaid has transferred the above said First Schedule Property in favour of the Second Party.

NOW THIS TRANSFER DEED WITNESSETH AS UNDER:-

1. That the consideration of the First Schedule Property has been settled to as, Second Party give and transfer its rights in favour of First Party to Construct, own and sell Solitaire City tower No. S1 (Plinth Area 797.52 Sqm.), S2 (Plinth Area 622.33 Sqm.), S5 (Plinth Area 947.73 Sqm.), T2, & T3 (Plinth Area 1040.10 Sqm.) i.e. Total Plinth/Land Area 3407.68 Sqm. on the Land Area 10000.00 Sqm. only according to permissible FAR of this area, forming part of Second Schedule Property i.e. "Consideration Rights".
2. That the Parties shall construct the buildings as per bye laws of YEIDA/Approved Architecture Drawing.

P.A.R.Y. Developers Pvt. Ltd.

Authorized Signatory

For Solitaire Real Estate Pvt. Ltd.

Authorized Signatory

प्रथम पक्ष

Registration No.: 24054

Year: 2014

Book No.: 1

0101 40पी0ए0आर0वाई0डबल0प्रा0लि0द्वारा रजत दुआ

एस एल दुआ

6/2 जंगपुरा बी घाउण्ड फलोर नई दिल्ली-14



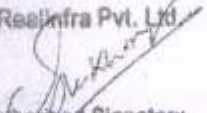
उत्तर प्रदेश साहित्य अकादमी

उत्तर प्रदेश साहित्य अकादमी

3. That the both Parties aforesaid has assured the each other that the said Properties are free from all sorts of encumbrances such as charges, sale, lien, gift, pledge, loan, dispute, mortgage, litigation and attachments.
4. That the First Party has transferred all his rights and interests in the First Schedule Property TO HOLD the same by the Second Party finally, absolutely and forever. Similarly the Second Party has transferred all his rights and interests in the Consideration Rights TO HOLD the same by the First Party finally, absolutely and forever.
5. That the First Party has handed over the vacant and actual physical possession of the First Schedule Property to the Second Party aforesaid on the spot.
6. That the both Parties aforesaid have assured each other that if so required the respective First Party is liable and assure the respective Second Party that it will be the confirming part of further Transfer/Assignment Deed which will be executed by the respective First Party as further Transfer of FSI area on Second Schedule Property.
7. That the Parties are aware that the residential buildings on the above said Properties is to be constructed with such area as is required to be counted as per the Rules and Regulations of YEA.

P.A.R.Y. Developers Pvt. Ltd.

Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

द्वितीय पक्ष

Registration No. 24054

Year 2014

Book No. 1

0201 मे0सोलिटेयर रियलइन्फ्रा प्रा0लि0द्वारा- चन्द्र शेखर
जे0एस0मोरी
सी*-2 31 न्यू अशोक नगर दिल्ली-90



(8)

8. That both the parties to these presents shall comply with all the relevant provisions of the Income Tax Act, 1961 with regards to TDS etc. as applicable to these presents.
9. That the Parties are entitled to enjoy the full rights of the said respective Properties and/or Rights and are entitled to further transfer/construct the residential buildings on the said plot/properties according to the bye laws of the YEA.
10. That the Transfer Memorandum issued by YEA is the part of this Transfer Deed and Second Party is bound by the terms and conditions mentioned therein.
11. That the Second Party shall be bound by the terms and conditions of the Sub Lease Deed executed between Jaypee Sports International Limited & First Party on dated 27/06/2013 subject to the change mentioned in the Transfer Memorandum otherwise from time to time.
12. That the Second Party shall enjoy the lease hold rights of the above said Property for the balance period of 90 years from the Lease Deed upto 23/09/2099.
13. That the First Party has the rights to construct and sell tower No. S1 (250450), S2 (140143), S5 (308850), T2 & T3 (274104) accordingly YEA rules and regulations and U.P. Govt. Law, on Second Schedule Property.

P.R.Y. Developers Pvt. Ltd.

Authorized Signatory

For Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

14. That the Parties automatically would inherit all the respective assets and liabilities connected to the above Properties/Rights relating to deviation made in their respective buildings viz building plan approved by the YEA.
15. That the First Party & Second Party jointly (in the ratio 50:50) shall bear the stamp duty charges and legal expenses of execution of this Deed including the registration charges as may be applicable including any additional Stamp duty required to be paid or expenses required to be incurred in future.
16. If the Second Party does not abide by the terms and conditions of the Lease Deeds and residential purpose framed by the Authority then the lease may be cancelled by the YEA.
17. That the vacant physical possession of the above said Properties/Rights have been handed over by the parties to each other. Hereafter, they shall peaceably and quietly continue with the possession and enjoy the same in accordance with the terms and conditions mentioned herein without any let, hindrance, interruption or disturbance from the other party or from any person in any manner whatsoever, provided the Second Party adheres to and abide by the terms and conditions of the said Lease Deeds & Conveyance Deed.

P.A.R.Y. Developers Pvt. Ltd.

Authorized Signatory

For Solitaire Real Estate Pvt. Ltd.

Authorized Signatory

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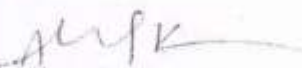
IN WITNESS WHEREOF the First Party and the Second Party have set their respective hands on this Transfer Deed on the Day and month above written, at Noida, Distt. Gautam Budh Nagar, U.P., in the presence of the following witnesses.

WITNESSES:


1. SONU GDEL
S/O SH. M. K. GDEL
H-138, GAMMA-2, GREATER NOIDA

P.A.R.Y. Developers Pvt. Ltd.


(FIRST PARTY)


2. ATUL KUMAR AGARWAL (Adv.)
H-138, GAMMA-2, GREATER NOIDA

For Solitaire Realinfra Pvt. Ltd.


Authorised Signatory
(SECOND PARTY)

Drafted By Atul Kumar Agarwal (Adv.), Gautam Budh Nagar



आज दिनांक 24/07/2014 को

वही सं. 1 जिल्द सं. 16444

पृष्ठ सं. 55 से 74 पर क्रमांक 24054

रजिस्ट्रीकृत किया गया।

रजिस्ट्रेशन अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

24/7/2014



आज दिनांक 24/07/2014 को

बही सं 1 जिल्द सं 16444

पृष्ठ सं 55 से 74 पर कमांक 24054

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर
गौतमबुद्धनगर
24/7/2014

