

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 27/07/2021

Certificate No. G0272021G1702



Stamp Duty Paid : ₹ 66343500

(Rs. Only)

GRN No. 78215603



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Amira Purefoodspvtltd Throughliquidat

H.No/Floor : B/i/e/28

Sector/Ward : Nil

LandMark : Mohan cooperative industrial estate

City/Village : Delhi

District : Delhi

State : Delhi

Phone: 89*****06



Buyer / Second Party Detail

Name : Yohaam Buildcon Llp

H.No/Floor : 326

Sector/Ward : Nil

LandMark : Laxmi tower

City/Village: Naniwala bagh

District : Delhi

State : Delhi

Phone : 98*****48

Purpose : SALE DEED



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

SALE DEED

Village	:	Harsaru
Tehsil & District	:	Harsaru Gurugram
Area	:	16.2375 Acres
Value	:	Rs .93,91,32,523 /-
Stamp Duty	:	Rs .6,63,43,500 /-
Stamp No. & Dated	:	G0272021G1702/27-07-2021
Pasting & Reg. Fees	:	
Grn. No	:	78215869/50005
Issued By	:	Online

This Sale Deed is made and executed at Gurugram on this 28th day of July 2021.

For M/s Amira Pure Foods Private Limited

Authorized Signatory
(Liquidator)

For YOHAAN BUILDCON LLP

Designated Partner/ Authorized Signator

दिनांक: 28-07-2021

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SIS ६१ १०११ SALE URBAN AREA WITHIN MC

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प्रातः : HARSARUGM

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राजस्थान कायदा ५००००

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Drafted By: T. C. KHAITANA ADV CGM

Setback (years)

यह प्रतिलिपि आन दिनांक 28-07-2021 दिन बुधवार समय 4:48:00 PM बजे श्री/श्रीमती/कम्पनी आनीय च्या परचे पत्रास या लिहितु अकाश SHINGHA OTHER निवास देवास पलीकडला हेरि परतित किया गया।

முதல்தர நேரம்

આશિષ વર્મા પુનઃ પ્રવેશ

मल्ल ख से बोलो कि मरार पर गालीओ अथवा जला विभाग से अपिदिहामा 1975 की धारा 7
पुलीका के ले से पूर्व साबित हो विभाग से आगति प्रमाण पत्र प्राप्त कर लिया गया है।

प्रत्यक्ष से वार्ता क्षेत्र नगर एवं ग्रामीण उपाख्येला विद्यालय के आतिथि तथा 1975 की भाषा 7-ए के अंतर्गत अधिस्थित नहीं है इसलिये दर्शावेला की जा सकती है।

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दिनांक 28-07-2021

उत्तरदाता श्री/श्रीमती/कुमारी YOHAN BUILDCON LLP thru SELLER KHAVALER
जोतिर है। प्रतीत प्रवेश के तथ्यों को तथ्यों

अजिता अग्र की गई राशि के बीन देन का त्वाकार लिखा जहां पर्या की पढ़ाव श्री/श्रीमती/कृमाती I C KHATANA पिता --- निवासी ADV GGM
व श्री/श्रीमती/कृमाती DEEPAK KUMAR पिता --- निवासी ADV GGM व की I

सामग्री नं:1 को हम मजदूर/श्रमिकों के रूप में जानते हैं तथा वह सामग्री नं:2 की पर्याय करती है।

दिनांक 28-07-2021

(୧୫୧୧) ପ୍ରାଚୀନ ଶିଳା ଲେଖିତ ପଦ୍ୟାବଳୀ

BY

AMIRA PURE FOODS PRIVATE LIMITED (IN LIQUIDATION), a company incorporated under the Companies Act having its registered office at B-I/E-28, Mohan Cooperative Industrial Estate, New Delhi-110044 acting through its Liquidator CA Akash Shinghal, (IBBI/IPA-001/IP-P00137/2017-18/10279) at G – 8 & 9, Hans Bhawan 1, Bahadur Shah Zafar Marg, New Delhi - 110002 (AADHAR NO. 554308871872) appointed by the Hon'ble National Company Law Tribunal vide its order dated 17.02.2020 (hereinafter called the "**VENDOR/SELLER**", which expression shall mean and include their heirs and legal representatives of the **First Part**)

IN FAVOR OF


YOHAAN BUILDCON LLP, an entity incorporated with Ministry of Corporate Affairs and having LLP No. AAB-9033 having its registered office at 326, Third Floor, C-1/3, Laxmi Tower, Naniwala Bagh, Azadpur, Delhi-110033, a LLP incorporated under the LLP Act through its authorized representative Shri Suleman khan at D-122, Khasra No.899, Kharak Riwar, Satbari, Delhi-110074, (AADHAR NO. 838227608105) duly authorized by its designated partners vide authority letter dated ~~27-07-2021~~ to sign and execute this Sale Deed (hereinafter referred to as "**VENDEE/PURCHASER**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **Second Part**.)

The Vendor (represented by the Liquidator) and the Vendee hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- A. The Hon'ble National Company Law Tribunal, New Delhi Bench ("NCLT") vide its order dated 17.02.2020 passed in C.P. No. (IB) – 846 (ND)/ 2018 under Insolvency and Bankruptcy Code, 2016 in the matter of Amira Pure Foods Private Limited (In liquidation), appointed Mr. Akash Shinghal, (IBBI Regn. No: IBBI/IPA-001/IP-P00137/2017-18/10279) to act as Liquidator under Insolvency and Bankruptcy Code, 2016 for liquidating the assets in liquidation of the Vendor Company i.e. Amira Pure Foods Private Limited.
- B. The Liquidator had issued sale notice on 16/12/2020, in relation to the sale of certain assets in liquidation of the Company, *inter alia*, specifying the mode of sale, terms and conditions of sale, including reserve price and the earnest

For M/s Amira Pure Foods Private Limited


Authorized Signatory
Liquidator

For YOHAAN BUILDCON LLP


Designated Partner/ Authorized Signator

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उप/संयुक्त पंजीयन अधिकारी

विकेता :- thru AKASH SHINGHALOTHER अभीरा प्योर Pure फंड्स या

केता :- thru SULEMAN KHANOTHERYOHAN BUILDCON LLP

वावा 1 :- T C KHATANA

वावा 2 :- DEEPAK KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2352 आज दिनांक 28-07-2021 को बही नं 1 लिफ्ट नं 32 के पृष्ठ नं 200 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 लिफ्ट नं 763 के पृष्ठ संख्या 15 से 16 पर लिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा भरे सामने किया है।

दिनांक 28-07-2021

उप/संयुक्त पंजीयन अधिकारी (हरसर)

money deposit and public announcement of the proposed auction was also made in newspapers and the website of the VENDOR company in liquidation.

- C. Lot 1 of the said Lots in such Sale Notice consisted of an Immovable Property that comprises of factory land & building situated at Village Harsaru 21st Milestone, Pataudi Road, Gurugram, Haryana 122505 having area of 129 Kanal 18 Marla, Total Area 16.2375 Acres (hereinafter referred as the "**Scheduled Asset**").
- D. Pursuant to the said Sale Notice dated 16.12.2020, the e-auction of the lots of assets was conducted on 12/01/2021 on the portal of Auction Tiger and as per the report received from them the Vendee was declared as the highest bidder of the Lot -1 (i.e Composite Lot) that include the SCHEDULE ASSET.
- E. Upon declaration of the VENDEE as successful bidder, the Liquidator of the VENDOR Company issued Letter of Intent on 22.01.2021.
- F. In compliance with the terms and conditions stipulated in the said auction sale notice read with E-Auction process document and the letter of intent issued on 22.01.2021, the Vendee has already paid Rs. 93,91,32,523/- (Rupees Ninety Three Crore Ninety One Lac Thirty Two Thousand Five Hundred Twenty Three) the consideration of the SCHEDULED ASSET, paid through NEFT/RTGS Payments as on the date of the execution of this Deed.
- G. The aforesaid sale Consideration of Rs. 93,91,32,523/- (Rupees Ninety Three Crores Ninety One Lacs Thirty Two Thousand Five Hundred & Twenty Three only) for the Scheduled Asset has been paid in the following mode and manner being the full and final consideration for the aforesaid sale:

S. no.	Particulars of payment	Date	Amount
1.	RTGS-BARB202101081008990871	08.01.2021	114,610,000
2.	RTGS-BARB202101251025864415	25.01.2021	175,663,250
3.	RTGS-BARB202103101069900471	10.03.2021	250,000,000
4.	RTGS-BARB202104201110753646	20.04.2021	200,000,000
5.	RTGS-BARB202105121132956021	12.05.2021	15,00,00,000
6.	RTGS-BARB202105171137819670	17.05.2021	4,88,59,273
	TOTAL		93,91,32,523

- H. The Vendor (represented by the Liquidator) confirms that all the terms and conditions of the e-auction have been duly complied with and further confirms that the entire amount has been received and no further or other amounts are payable by the Vendee to the Vendor.

For M/s Amira Pure Foods Private Limited


Authorised Signatory
(Liquidator)

For YOHAAN BUILDCON LLP


Designated Partner/ Authorised Signator

- I. The Vendor Company through its liquidator in terms of the said E-Auction Notice / Sale Notice read with the provisions of Insolvency and Bankruptcy Board of India (Liquidation Process Regulations, 2016) is executing this Sale Deed of the SPECIFIED ASSETS to and in favour of the Vendee.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings:

1. In consideration of Rs. 93,91,32,523/- (Rupees Ninety Three Crores Ninety One Lacs Thirty Two Thousand Five Hundred & Twenty Three only) having paid by the VENDEE in terms of the said SALE NOTICE / E-AUCTION NOTICE, towards the Schedule Asset in the manner as recorded in the Recitals, the receipt and sufficiency of which has been duly acknowledged by the Vendor, the Vendor, DOES HEREBY irrevocably and unconditionally, GRANT, CONVEY, TRANSFER, SELL AND ASSIGN unto and in favour of the Vendee, without any guarantee or warranty, whatsoever, and on an "**as is where is basis**", "**As is what is basis**", "**Whatever there is basis**" and "**without any recourse basis**" the "Schedule Asset" and every part thereof together with all rights to the extent the Vendor is entitled to, and all the privileges, easements, title, ownership rights and all other rights associated therewith in law, equity or contract or otherwise of the Vendor into or upon or otherwise in relation thereto in any manner whatsoever.
2. With effect from the date of execution of this Deed, the Vendee shall HOLD, OWN, POSSESS AND ENJOY the Schedule Asset, absolutely and forever with all ownership rights whatsoever, as specified herein in relation to the Schedule Assets as on the date of this Deed.
3. Simultaneously upon execution of this Deed, the Vendor shall, through its Liquidator, delivered, to the Vendee :
 - (a) physical possession of the Schedule Asset as per the terms of this sale deed ;
 - (b) delivery of title deeds and other documents related to the Scheduled Asset as available with the Liquidator.
 - (c) all documents and records or information related to the Schedule Asset; and
4. The Liquidator is acting under the aegis of the Hon'ble NCLT as per provisions of the Insolvency and Bankruptcy Code, 2016 read with Liquidation Process Regulations and therefore neither he nor his representatives are liable for any personal liability in any circumstance whatever in relation to this Sale

For M/s Amira Pure Foods Private Limited

Authorised Signatory
(Liquidator)

For YOHAAN BUILDCON LLP

Designated Partner/ Authorised Signatory



Deed, nor in relation to any related matter or claim nor in respect of any transfer, assignment or other documents made pursuant to this Deed.

5. The Vendee agrees and acknowledges and confirm that it availed the given opportunity to undertake due diligence on the Schedule Asset and it has, itself, on or before the date of participation in the auction process, verified the status of the Schedule Asset and shall be deemed to have purchased the Schedule Asset after examination and inspection of it / them and waives all its right to raise any objections as to the Schedule Asset.
6. The Vendor Company in liquidation agrees and acknowledges that the Vendor Company through its Liquidator shall provide to the Vendee (at the Vendee's cost) as and when requested by the Vendee, any assistance (including executing and delivering any document or taking such actions) in order to effectuate fully the purposes, terms and conditions of this Deed subject to provisions of the Insolvency and Bankruptcy Code 2016 and Liquidation Process Regulations, 2016 under which the E-Auction Process was carried out by the Liquidator under the aegis of Hon'ble NCLT.
7. The Vendor acting through Liquidator has transferred the Scheduled Asset absolutely to the Vendee upon execution of this Sale Deed and the VENDOR now has not left with any rights, title or interest in the Scheduled Asset whatsoever in nature. The Vendee has now become the exclusive OWNER in possession of the Scheduled Asset and is entitled to deal with the same in any manner as deemed fit by it.
8. The Vendee shall be entitled to have the Scheduled Asset mutated in its own name in the revenue and the other governmental records on the basis of this sale deed at its own cost and expense without the presence of the Liquidator.
9. The parties have executed this Sale Deed after fully going through and understanding the same and accepting the same to be correct.
10. This Deed together with the Schedule hereto and the documents, agreements mentioned herein constitute the entire agreement between the Parties and supersedes any arrangement, understanding or previous agreement relating to the subject matter of this Deed.
11. All costs of stamping and registration of this sale deed have been borne by the Vendee.
12. This sale deed is executed subject to conditions prescribed under the IBC and provisions and regulations there under.

For M/s Amira Pure Foods Private Limited




Authorised Signatory
(Liquidator)

For YOHAAN BUILDCON LLP


Designated Partner/ Authorised Signator



In Witness of the above, the parties hereto have set their hands to this sale deed on the day, month and year first above written in the presence of the witnesses.

FIRST PARTY/ VENDOR	SECOND PARTY/ VENDEE
AMIRA PURE FOODS PRIVATE LIMITED (IN LIQUIDATION)	YOHAAN BUILDCON LLP
For M/s Amira Pure Foods Private Limited  Authorised Signatory	For YOHAAN BUILDCON LLP  Designated Partner/ Authorised Signatory
THROUGH ITS LIQUIDATOR CA AKASH SHINGHAL	AUTHORISED SIGNATORY

WITNESSES:

1.


T.C. KHATANA
Advocate
Distt. Court, Gurgaon

2.


Deepak Kumar
Advocate
Distt. Court, Gurgaon


Drafted By
T.C. KHATANA
Advocate
Distt. Court, Gurgaon

28/7/21

SCHEDULE ASSET


A. LAND SCHEDULE

Village Harsaru Tehsil Harsaru Distt. Gurgaon HB. No. 107 Sector-88 A Jamabandi-2015-16

Sr. No.	Name of Owners	Total Area in Khewat	share in khewat	Area of person in K-M	Total area in Acres	Khewat No.	Khata/ Khatuni No.	Mustkil/ Killa No.	Area in K-M	Enter mutation in the revenue records (No. & Date)
1	Amira Pure Foods Pvt. Ltd	6-9	Full	6-9	0.80625	485	512	86//14/2	3-6	4919=18/08/2018
								15/2	3-3	
		6-10	Full	6-10	0.8125	486	513	86//14/3	3-7	
								15/3	3-3	
		116-19	Full	116-19	14.61875	841	902	86//16	7-12	
								17/1	6-0	
								24/3	0-8	
								25/1/1	3-15	
								25/2	2-0	
								87//11	8-0	
								12	8-0	
								13	8-0	
								14	8-0	
								15	8-0	
								16	8-0	
								18	8-0	
								19	8-0	
								20/1	1-16	
								20/2	6-4	
								21	7-17	
								22/1	6-9	
								23/1	5-11	
								24/1	5-7	
	Grand Total	129-18			16.2375		Total	23	129-18	

T.C. KHATANA
Advocate
Distt. Court, Gurgaon

For M/s Amira Pure Foods Private Limited


Authorised Signatory
(Liquidator)

For YOHAAN BUILDCON LLP


Designated Partner/ Authorised Signatory

7/11
Deepak Kumar
Advocate
Distt. Court, Gurgaon

1. Rakesh Bhargav sold 1/4th share of rectangle 86// 16 (7-12), 17/1 (6-0), 24/3 (0-8), 25/1/1 (3-15); 87// 12 (8-0), 13 (8-0), 14 (8-0), 15 (8-0), 16 (8-0), 18 (8-0), 19 (8-0), 20/1 (1-16), 20/2 (6-4) totalling 81 K 16 M (13 kita) 1/4th share equaling to 20 K 9 M in favour of M/s Amira Foods India Pvt. Ltd. through registered sale deed bearing no. 9205 dated 31.01.1994.
2. Lokesh Bhargav sold 1/4th share of rectangle 86// 16 (7-12), 17/1 (6-0), 24/3 (0-8), 25/1/1 (3-15); 87// 12 (8-0), 13 (8-0), 14 (8-0), 15 (8-0), 16 (8-0), 18 (8-0), 19 (8-0), 20/1 (1-16), 20/2 (6-4) totalling 81 K 16 M (13 kita) 1/4th share equaling to 20 K 9 M in favour of M/s Amira Foods India Pvt. Ltd. through registered sale deed bearing no. 8878 dated 20.01.1994.
3. SN Bhargav sold 1/4th share of rectangle 86// 16 (7-12), 17/1 (6-0), 24/3 (0-8), 25/1/1 (3-15); 87// 12 (8-0), 13 (8-0), 14 (8-0), 15 (8-0), 16 (8-0), 18 (8-0), 19 (8-0), 20/1 (1-16), 20/2 (6-4) totalling 81 K 16 M (13 kita) 1/4th share equaling to 20 K 9 M in favour of M/s Amira Foods India Pvt. Ltd. through registered sale deed bearing no. 8877 dated 20.01.1994.
4. Rajiv Bhargav sold 1/4th share of rectangle 86// 16 (7-12), 17/1 (6-0), 24/3 (0-8), 25/1/1 (3-15); 87// 12 (8-0), 13 (8-0), 14 (8-0), 15 (8-0), 16 (8-0), 18 (8-0), 19 (8-0), 20/1 (1-16), 20/2 (6-4) totalling 81 K 16 M (13 kita) 1/4th share equaling to 20 K 9 M in favour of M/s Amira Foods India Pvt. Ltd. through registered sale deed bearing no. 8756 dated 18.01.1994.
5. Dinesh Kumar sold rectangle no. 87// 11 (8-0) in favour of Amira Foods India Pvt. Ltd. 1/2 share through registered sale deed bearing no. 15123 dated 28.02.1995. Dinesh Kumar sold rectangle no. 87// 11 (8-0) in favour of Amira Foods India Pvt. Ltd. 1/2 share through registered sale deed bearing no. 15048 dated 23.02.1995.
6. Smt. Rajni Bhargav sold rectangle no. 87// 21 (7-7) in favour of Amira Foods India Pvt. Ltd. 1/2 share through registered sale deed bearing no. 9311 dated 01.02.1994. Rajiv Bhargav sold rectangle no. 87// 21 (7-7) in favour of Amira Foods India Pvt. Ltd. 1/2 share through registered sale deed bearing no. 9310 dated 01.02.1994.
7. Smt. Rajni Bhargav sold rectangle no. 87// 22/1 (6-9) in favour of Amira Foods India Pvt. Ltd. 1/2 share through registered sale deed bearing no. 8755 dated 18.01.1994. Shri Rajiv Bhargav sold rectangle no. 87// 22/1 (6-9) in favour of Amira Foods India Pvt. Ltd. 1/2 share through registered sale deed bearing no. 8381 dated 06.01.1994.
8. Smt. Meenakshi Bhargav sold rectangle no. 86// 25/2 (2-0) and 87// 23/1 (5-11) in favour of M/s Amira Foods India Pvt. Ltd. Vide registered sale deed 8757 dated 18.01.1994.
9. Shri Nand Kishore sold rectangle no. 87// 24/1 (5k7M) in favour of M/s Amira Foods India Pvt. Ltd. Vide registered sale deed 8382 dated 06.01.1994.


Deepak Kumar
 Advocate
 Distt. Court, Gurgaon

B. BUILDING CONSTRUCTED ON THE SAID LAND


 For M/s Amira Foods Private Limited


 For YOHAAN BUILDCON LLP
 Designated Partner/ Authorised Signatory


T.C. KHATAN
 Advocate
 Distt. Court, Gurgaon
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