

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 09/03/2022

Certificate No. G0I2022C1042

GRN No. 88006215



Stamp Duty Paid : ₹ 3753000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: North south properties Private Limited

H.No/Floor : H/65

Sector/Ward : Na

LandMark : Cannaught circus

City/Village : New delhi

District : Delhi

State : Delhi

Phone: 99*****62



Buyer / Second Party Detail

Name : Tarc Limited

H.No/Floor : C/3

Sector/Ward : Na

LandMark : Qutub institutional area katwaria

City/Village: Sarai

District : Delhi

State : Delhi

Phone : 99*****62

Purpose : MERGER OF CONVEYANCE DEED

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

TRANSACTION VALUE

: Rs. 25,02,00,000/-

STAMP VALUE

: Rs. 37,53,000/-

STAMP CERTIFICATE NO./DATE

: G0I2022C1042/ 09-03-2022

ISSUED BY

: HARYANA GOVERNMENT

REGISTRATION FEE

: RS. 50010/- GRN NO. 88006374

TRANSFER DEED

THIS DEED OF TRANSFER is executed on 11th day of March, 2022 between **North South Properties Private Limited** (100% wholly owned subsidiary of M/s Anant Raj Limited) a Company duly incorporated under the Companies Act 2013, having its registered office at H - 65, Cannaught Circus, New Delhi 110001 hereinafter referred to as the "**Transferor Company or Transferor**" (which expression shall include its executors, administrators, successors and assigns) represented through Mr. Sudhir Saini duly authorized by way of Board Resolution passed in the meeting of the Board of Directors held on 24th March 2021.

And

For North South Properties Private Limited

Sudhir
Authorized Signatory

For ANANT RAJ LIMITED

Ca...
Authorised Signatory

For TARC Limited

...
Authorised Signatory

M/s TARC Limited (Formerly known as Anant Raj Global Limited), a Company duly incorporated under the Companies Act 2013, having its registered office C - 3, Qutub Institutional Area, Katwaria Sarai, New Delhi, hereinafter referred to as the "**Transferee Company or Transferee**" (which expression shall include its executors, administrators, successors and assigns) represented through Mr. Akshit Navaney duly authorized by way of Board Resolution passed in the meeting of the Board of Directors held on 14th February 2022.

And

Anant Raj Limited (formerly known as Anant Raj Industries Limited) a Company duly incorporated under the Companies Act 2013, having its registered office at H - 65, Connaught Circus, New Delhi 110001 hereinafter referred to as the "**Confirming Party**" (which expression shall include its executors, administrators, successors and assigns) represented through Mr. Ajay Singh Pathania duly authorized by way of Board Resolution passed in the meeting of the Board of Directors held on 29th August 2018.

WHEREAS,

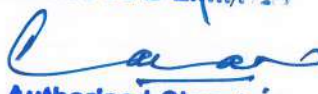
- A. That **Kumari Natasha Sinha** d/o **Sh. Narmadeshawar Prasad Sinha, Sh. Narmadeshawar Prasad Sinha s/o Sh. R.A. Sharma, Smt. Mithelesh Sinha w/o Sh. Narmadeshawar Prasad Sinha** sold a Land Parcel approximately measuring **55 Kanal and 12 Marla** comprising of **Khewat/Khata no. 197/227, Rect no. 46 Kila no 22/2/2 (7-0), Rect. 48 Kila No. 2/2 (7-19), 9 (8-0) measuring 22 Kanal 19 Marla and Khewat/Khata no. 198/228, Rect. no. 46 Kila No. 23/2 (7-11), 24/2 (6-10), Rect. no. 48 Kila No. 3 (8-0), 4 (8-0), 8 (7-8) measuring 32 Kanal 13 Marla situated in Revenue Estate of Village Maidawas, Tehsil and District Gurgaon, Haryana to M/s North South Properties Private Limited by way of execution of a registered Sale Deed recorded as **Document No. 16440 Book No. 1 Volume No. 9753 on Page No. 140 on 09.09.2010.****
- B. Therefore, by virtue of the aforementioned Sale Deed **M/s North South Properties Private Limited** (A Company being a 100% wholly owned subsidiary of the Confirming Party - Anant Raj Industries Limited now known as Anant Raj Limited) as per the Jamabandi of the year 2019-2020 was the absolute owner of the Land measuring **55 Kanal and 12 Marla** comprising of **Khewat/Khata no. 418/436, Rect no. 46 Kila no 22/2/2 (7-0), Rect. 48 Kila No. 2/2 (7-19), 9 (8-0) measuring 22 Kanal 19 Marla and Khewat/Khata no. 419/437, Rect. no. 46 Kila No. 23/2 (7-11), 24/2 (6-10), Rect. no. 48 Kila No. 3 (8-0), 4 (3-4), 8 (7-8) measuring 32 Kanal 13 Marla situated in Revenue Estate of Village Maidawas, Tehsil and District Gurgaon, Haryana** (Hereinafter for the purpose of this Transfer Deed the Land mentioned herein shall now-from be referred to as the **Said Land**)
- C. That on 29th October 2012 the name of M/s Anant Raj Industries Limited changed to **M/s Anant Raj Limited**. Copy of the name change certificate is annexed as **Annexure A**.
- D. That, **M/s Anant Raj Limited** demerged / conveyed the **Said Land** measuring **55 Kanal and 12 Marla** as part of the "project division" into **M/s Anant Raj Global Limited** under the composite scheme of arrangement between Anant Raj Agencies Private Limited, Anant Raj Limited and Anant Raj Global Limited u/s 230-232 of the Companies Act, 2013 as sanctioned vide orders dated 24th August 2020 of the Hon'ble National Company Law Tribunal Chandigarh Bench, Chandigarh ('NCLT' and under such scheme of arrangement, the Said Lands stood transferred in favour of the Transferee. The sanctioned scheme of arrangement and NCLT orders dated 24.08.2020 has also been duly adjudicated by the Office of the Deputy Commissioner, Gurugram vide its letter bearing no. 734 / RI dated 08.03.2022. Copy of the NCLT Orders dated 24.08.2020

For North South Properties Private Limited



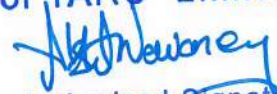
Authorized Signatory

For ANANT RAJ LIMITED



Authorised Signatory

For TARC Limited



Authorised Signatory

and adjudication order dated 08.03.2022 are annexed as **Annexure B** and **Annexure C** respectively.

- E.** That **M/s Anant Raj Global Limited** now on 19th April 2021 changed its name to **M/s TARC Limited** (*being the Transferee Company herein*). Copy of the name change certificate is annexed as **Annexure D**.

AND WHEREAS now whereby, the parties are entering into this Deed to concretize the transfer of the aforesaid **Said Land** from the Transferor to the Transferee Company, and the same is being confirmed by the Confirming Party herein.

NOW THEREFORE, THIS DEED OF TRASFER WITNESSETH AS UNDER:-

1. That the Transferee – North South Properties Private Limited is a wholly owned subsidiary of the Confirming Party - Anant Raj Limited.
2. Also, Anant Raj Global Limited (now known as TARC Limited) was a wholly owned subsidiary of Anant Raj Limited at the time of demerger. Accordingly, the NCLT Orders dated 24.08.2020, sanctioned scheme of arrangement, including the present consequential transfer of property from Transferor to Transferee.
3. That in pursuance of the said sanctioned scheme of arrangement and as per the consideration the Transferor as owner hereby confirms and transfers and assigns to the Transferee the Said Land together with all rights, titles, interests and privileges including the rights of light, air, passages, easements and all fittings and fixtures, etc. IN FACT all rights which are enjoyed by the Transferor and/or which may be necessary for the complete enjoyment of the said property TO HOLD the same to the Transferee.
4. The Transferor has delivered the possession of the **Said Land** to the Transferee.
5. The Transferor hereby further covenants with the Transferee as follows:-
 - (a) The interest hereby transferred subsists and the Transferor has power to transfer the same.
 - (b) The Said **Land** and the buildings thereon shall be entered into and upon and held and enjoyed and the rent and profits received (if any) therefrom by the Transferee without any interruption or disturbance by the Transferor or any person claiming through or under then and without any lawful disturbance or interruption, by any other person whosoever.
 - (c) The Transferor will execute and do every such act or thing necessary for further or more perfectly assuring the Said **Land** and structures thereon to the Transferee, its successors / assigns as may be reasonably required, the Cost of any such necessary act shall be borne by the Transferee (including stamp duty and registration cost).
 - (d) The **Said Land** hereby transferred is free from all encumbrances.
 - (e) The Transferor has already delivered to the Transferee all deeds, evidence and writing in its possession and custody relating to the Said **Land** and the Transferor also hereby for itself, its administrators, successors, assigns or nominees agrees to indemnify and keep indemnified the Transferee from and against any claims, actions, demands in respect of the said plot or / and building.

For North South Properties Private Limited


Authorized Signatory

For ANANT RAJ LIMITED


Authorized Signatory

For TARC Limited


Authorized Signatory

- (f) The Transferor in terms of the NCLT Order dated 24th August 2020 has handed-over the lawful and vacant possession and original title deeds of the Said **Land** to the Transferee.
- (g) The Transferor hereby agrees with the Transferee to get transferred from the Municipal Committee or any other relevant Authority all water meters, electric meters and electrical connections on the Said **Land** in the name of the Transferee and to do all such things as are necessary to complete the same.
6. All the terms and conditions of the aforesaid Deed shall be binding on and shall be complied with by both the parties - The Transferor and The Transferee. The Transferor shall also keep the Transferee indemnified from and against the observance and performance of the covenants and conditions contained in the instant Deed and all actions, claims and demands whatsoever for or on account of the same or in any manner relating thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Deed effective from the date as above mentioned in the presence of the witnesses.

North South properties Private Limited

For North South Properties Private Limited


Authorized Signatory

**Authorised Signatory
(Transferor)**

TARC Limited

For TARC Limited


Authorised Signatory

**Authorised Signatory
(Transferee)**

Anant Raj Limited

For ANANT RAJ LIMITED


Authorised Signatory

**Authorised Signatory
(Confirming Party)**

WITNESSES:

(i).

(ii).