Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 09/03/2022

Certificate No.

G0I2022C1042



Stamp Duty Paid: ₹ 3753000

GRN No.

88006215

Penalty: (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:

Phone:

99*****62

Buyer / Second Party Detail

Name:

Tarc Limited

H.No/Floor: C/3

Sector/Ward: Na

District: Delhi

LandMark: Qutub institutional area katwaria

City/Village: Sarai

State:

Delhi

Phone:

99*****62

Purpose: MERGER OF CONVEYANCE DEED

The authenticity of this document can be verified by scanning this QrCode Through small ttps://egrashry.nic.in

TRANSACTION VALUE

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

STAMP VALUE

: Rs. 37,53,000/-

STAMP CERTIFICATE NO./DATE

:G0I2022C1042/09-03-2022

ISSUED BY

REGISTRATION FEE

: HARYANA GOVERNMENT

: RS. 50010/- GRN NO. 88006374

CONVEYANCE DEED

THIS DEED OF TRANSFER is executed on 11thday 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

thorized Signatory

For TARC Limited

दिनांक:11-03-2022

डीड सबंधी विवरण

डीड का नाम RECONSTRUCTION OR AMALGAMATION OR MERGER/DE-MERGER OF COMPANIES

तहसील/सब-तहसील बादशाहपुर

गांव/शहर मैदावास

स्थित INSIDE RZONE Co IN IND AREA

शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर

अन्य क्षेत्र

पता : MAIDAWAS

भवन का विवरण

भूमि का विवरण

कृषि चाही

54 Kanal 32 Marla

धन सबंधी विवरण

राशि 250200000 रुपये

कुल स्टाम्प इयूटी की राशि 3753000 रुपये

स्टाम्प नं : G0I2022C1042

स्टाम्प की राशि 3753000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:88006374

पेस्टिंग शुल्क 3 रुपये

Drafted By: MANISH YADAV ADV

Service Charge:200

यह प्रलेख आज दिनांक 11-03-2022 दिन शुक्रवार समय 4:43:00 PM बजे श्री/श्रीमती/कुमारी में नार्थ माऊथ प्रोपट्रीज प्रालि रजि आफिस नई दिल्लीthru SUDHIR SAINIOTHER मै नार्थ साऊथ प्रोपट्रीज पाल रजिआफिस कनाट सर्कस नई दिल्ली निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

मै नार्थ साऊथ प्रोपट्रीज प्रांति रजि आफिस नई दिल्ली मै नार्थ साऊथ प्रोपरीज प्रांति रजिआफिस कनाट सर्कस नई दिल्ली

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम अभिक्षा अस्ति अतुर्गत अधिस्चित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से अनापति प्रमाण पत्र प्राप्त कर लिया गया है |

प्रलेख में वर्णित क्षेत्र नगर एंव ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिस्चित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से अन्। पिति प्रेमाण पत्र की आवश्यकता नहीं है।

दिनाँक 11-03-2022

उप/सयुंक पंजीयन भाषाकारी (बादशाहपुर)

सयुंक पंजीयन अधिकारी (बादशाहपुर)

मै नार्थ साऊथ प्रोपट्रीज प्रालि रजि आफिस नई दिल्ली मै नार्थ साऊथ प्रोपट्रीज प्रालि रजिआफिस कनाट सर्कस नई दिल्ली

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी TARC LTD thru AKSHIT NAVANEYOTHER हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया । प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख मे ब्रार्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी JP SHARMA पिता --- निवासी ADV GGM व श्री/श्रीमती/कुमारी PRINCE GULATI पिता KASTURI LAL निवासी 13/147,GETA COLONY,NEW DELHI ने की साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

दिनांक 11-03-2022

उप/सयुंक्त पंजीयन अधिकारी(बादशाहपुर)

Authorised Signator

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

Authorised Signatory

Authorised Signatory

Reg. Year

Book No.

1

13721

2021-2022







विक्रेता

क्रेता

गवाह



उप/सयुंक पंजीयन अधिकारी

विक्रेता :- thru SUDHIR SAINIOTHER मैं नार्थ साऊथ प्रोपट्रीज प्रांति रजि आफिस नई दिल्ली मैं नार्थ साऊथ प्रोपट्रीज प्रांति रजिआफिस कनाट सर्कस नई दिल्ली

क्रेता :- thru AKSHIT NAVANEYOTHERTARC

LTD Metilevour

गवाह 1 :- JP SHARMA

गवाह 2 :- PRINCE GULATI

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 13721 आज दिनांक 11-03-2022 को बही नं 1 जिल्द नं 1276 के पृष्ठ नं 100.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 448 के पृष्ठ संख्या 22 से 24 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 11-03-2022

उप/सयुंक पंजीयन अधिकारी(बादशाहपुर)

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

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For TARC Limited

Authorised Signatory



For TARC Limited

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- (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

TARC Limited

For TARC Limited For North South Properties Private Limited

Authorised Signatory

Authorised Signatory (Transferee)

Authorised Signatory (Transferor)

Anant Raj Limited

FOR ANANT RAJ LIMIT

Authorised Signator

Authorised Signatory (Confirming Party)

WITNESSES:

Rlo- Curyaon

(ii). Pome & Caleti

SIO Kasturi hal Mo-13/147, Geeta Colony, Delhi- (1003)

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BADSHAHPUR