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
Authorized Signatory

For ANANT RAJ LIMITED
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
Authorised Signatory

For TARC Limited
Authorised 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).

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

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

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

CONVEYANCE 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
Authorized Signatory

For ANANT RAJ LIMITED
Authorised Signatory

For TARC Limited
Authorised Signatory

प्रलेख न:13721 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 ड्यूटी की राशि 3753000 रुपये

स्टाम्प नं : G0I2022C1042 स्टाम्प की राशि 3753000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये EChallan:86006374 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 मै नार्थ साऊथ प्रोपट्रीज प्राति रजि आफिस नई दिल्लीthru SUDHIR SAINIOTHER मै नार्थ साऊथ प्रोपट्रीज प्राति रजिआफिस कनाट सर्कस नई दिल्ली निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/सयुंक्त पंजीयन अधिकारी (बादशाहपुर)

हस्ताक्षर प्रस्तुतकर्ता

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

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है |

या

प्रलेख में वर्णित क्षेत्र नगर एंव ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है|

दिनांक 11-03-2022

उप/सयुंक्त पंजीयन अधिकारी (बादशाहपुर)

मै नार्थ साऊथ प्रोपट्रीज प्राति रजि आफिस नई दिल्ली मै नार्थ साऊथ प्रोपट्रीज प्राति 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 वर्णित 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)

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

Reg. No.	Reg. Year	Book No.
13721	2021-2022	1



विक्रेता



क्रेता



गवाह

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

उप/सयुंक्त पंजीयन अधिकारी

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

क्रेता :- thru AKSHIT NAVANEYOTHERTARC LTD

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/सयुंक्त 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

For ANANT RAJ LIMITED
Authorised Signatory

For TARC Limited
Authorised Signatory


THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR

(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). J. P. Sharma
R/o. Gurugaon

(ii). Simee Gulati
S/o Kasturi Lal
R/o - 13/147, Geeta Colony, Delhi - 110031


THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR

3332
12/6/2024

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 23/05/2024

Certificate No. G0W2024E3210
GRN No. 116879950

Stamp Duty Paid : ₹ 11200000
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Ms arlie builders and Developers private limited
H.No/Floor : Ff Sector/Ward : Na LandMark : Shoping mall complex arjun marg
City/Village : Dlf phase i District : Gurugram State : Haryana
Phone: 99******88 Others : Ms afaaf builders and developers

Buyer / Second Party Detail

Name : Ms tarc limited
H.No/Floor : C3/sf Sector/Ward : Na LandMark : Qutub institutional area
City/Village: Katwaria sarai District : New delhi State : Delhi
Phone : 99******88

Purpose : For 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

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

Authorised Signatory

SALE DEED

Type of Property	- Agricultural Land
Village/City name	- Village Maidawas
Segment/Block Name	- Tehsil Badshahpur
Units land.	- 10 Kanal 3 Marla (1.26875 acres)
Transaction value	- Rs. 16,00,00,000/-
Stamp Duty	- Rs. 1,12,00,000/-
Stamp No./date	- G0W2024E3210 dated 23.05.2024
Reg. Fee/GRN No.	- Rs. 50,003/-

For Arlie Builders & Developers Pvt. Ltd

Authorised Signatory

Arlie Builders & Developers
Private Limited

For AFAAF BUILDERS AND DEVELOPERS PRIVATE LIMITED

Authorised Signatory

Afaaf Builders & Developers
Private Limited

For TARC LIMITED

Authorised Signatory

TARC
Limited

प्रलेख क्र.:3332 मुद्रण दिनांक 12/06/2024 01:28 PM पंजीकरण दिनांक:12-06-2024

वसीका संबंधी विवरण

वसीका का नाम SALE URBAN AREA WITHIN MC

तहसील/सब-तहसील- बादशाहपुर गांव/शहर- मैदावास स्थित- INSIDE RZONE Co IN IND AREA

शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर अन्य क्षेत्र

पता : 48//12, 13/1, 122001,

धन संबंधी विवरण

राशि- 160000000 रुपये कुल स्टाम्प शुल्क- 11200000 रुपये

स्टाम्प नं- g0w2024e3210 स्टाम्प का मूल्य- 11200000 रुपये

रजिस्ट्रेशन फीस- 50000 रुपये EChallan:116880414 पेस्टिंग शुल्क- 3 रुपये

द्वारा तैयार किया गया- HR KHATANA ADV सेवा शुल्क- 200

भूमि का विवरण

कृषि गैर-मुमकिन 203 Marla

स्थानीय शहरी निकाय संबंधी विवरण

प्रॉपर्टी आईडी- ICHFNU84 प्रॉपर्टी नं- 48//12, 13/1 मालिक- Ms Arlic Builders and Developers Pvt Ltd, Ms Afa

पता- 48//12, 13/1, 122001,

यह प्रलेख आज दिनांक 12-06-2024 दिन बुधवार समय 1:21:00 PM बजे श्री/श्रीमती/कुमारी मैसर्ज Afaaf बिल्डर्स एंड डवलपर्स प्रा.लि.रजि.ऑफिस 46 2nd फ्लोर 100 फूटा रोड गाँव घिटोरनीthru NAVEEN CHOWDHARYOTHER मैसर्ज Arlie बिल्डर्स एंड डवलपर्स प्रा.लि. रजि.ऑफिस 46 2nd फ्लोर 100 फूटा रोड गाँव घिटोरनी निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

हस्ताक्षर प्रस्तुतकर्ता

संयुक्त उप पंजीयन अधिकारी NT Badshahpur

मैसर्ज Afaaf बिल्डर्स एंड डवलपर्स प्रा.लि.रजि.ऑफिस 46 2nd फ्लोर 100 फूटा रोड गाँव घिटोरनी मैसर्ज Arlie बिल्डर्स एंड डवलपर्स प्रा.लि. रजि.ऑफिस 46 2nd फ्लोर 100 फूटा रोड गाँव घिटोरनी

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

प्रलेख में वर्णित क्षेत्र नगर एंव ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है |

दिनांक 12-06-2024 संयुक्त उप पंजीयन अधिकारी NT Badshahpur

मैसर्ज Afaaf बिल्डर्स एंड डवलपर्स प्रा.लि.रजि.ऑफिस 46 2nd फ्लोर 100 फूटा रोड गाँव घिटोरनी मैसर्ज Arlie बिल्डर्स एंड डवलपर्स प्रा.लि. रजि.ऑफिस 46 2nd फ्लोर 100 फूटा रोड गाँव घिटोरनी

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी TARC LTD thru SUDHIR SAINIOTHER 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 वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया | दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी NITISH SHARMA पिता . निवासी ADV GGN व श्री/श्रीमती/कुमारी BHAL SINGH पिता . निवासी ADV GGM ने की |

साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी सं. 2 की पहचान करता है |

दिनांक 12-06-2024 संयुक्त उप पंजीयन अधिकारी NT Badshahpur

THIS SALE DEED IS EXECUTED AT GURUGRAM ON THIS 12th day of June, 2024 by **(1) M/s. Arlie Builders and Developers Private Limited** (CIN:U45201HR2006PTC091949) (PAN: AAFCA9051K) having its registered office at 1st Floor Shopping Mall Complex, Arjun Marg, DLF Phase I, DLF City, Gurugram, Haryana through Mr. Naveen Chowdhary (Aadhaar Number: 7351-2368-1927) (PAN: ADEPC1563D) and Mr. Ravi Raj Singh (Aadhaar Number: 4956-7606-7628) (PAN: APYPS5155H) duly authorized by Board of Directors of the Company vide resolution dated 26.03.2021 **(2) M/s. Afaaf Builders and Developers Private Limited** (CIN: U45201HR2006PTC089505) (PAN: AAGCA3216R) having its registered office at 1st Floor Shopping Mall Complex, Arjun Marg DLF Phase I, DLF City, Gurugram, Haryana through Mr. Narendra singh (Aadhaar Number: 8160-2257-4239) (PAN: BLXPS0443N) and Mr. Satpal (Aadhaar Number: 8837-0600-8691) (PAN: BMDPS3495M) duly authorized by Board of Directors of the Company vide resolution dated 12.07.2021 hereinafter collectively referred to as "VENDORS" (which expression shall unless be repugnant to the context or meaning thereof be deemed to include their legal representatives, successors in interest and assigns etc.) the party of the FIRST PART.

IN FAVOUR OF

M/s. TARC Limited (CIN: L70100DL2016PLC390526), (PAN: AAOCA7650B) having its registered office at 2nd Floor, C-3 Qutub Institutional Area, Katwaria Sarai, New Delhi 110016, through Mr. Sudhir Saini (Aadhaar Number: 8631-6262-2703) (PAN: BUBPS6773E) duly authorized by Board of Directors of the Company vide resolution dated 29.05.2024, hereinafter referred to as "VENDEE" (which expression shall unless repugnant or opposed to the context of this agreement includes its successors, representatives, nominees and permitted assigns etc.) the party of the OTHER PART.

WHEREAS the VENDORS are full fledged and lawful owners in physical possession of the following land along with all rights, easements etc. appurtenant thereto:-

(i) M/s Arlie Builders and Developers Private Limited (VENDOR No. 1) is the owner of land bearing Khewat/Khata No 282/299, Rect. No. 48 Kila No. 13/1 (4-16) situated in revenue estate of Maidawas, Sub Tehsil Badshahpur, District Gurugram ("**Said Land I**"), by way of registered Sale Deed bearing Vasika No. 9691 dated 30th of October, 2019, vide mutation no. 3661 and Jamabandi for the year 2019-20.

(ii) M/s Afaaf Builders and Developers Private Limited (VENDOR No. 2) is the owner of land bearing Khewat/Khata No 281/298, Rect. No. 48 Kila No. 12(8-0) situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram, however the present Sale Deed is being executed by the VENDOR No. 2 in respect of land bearing Rect. No. 48 Kila No. 12 Min East (5-7) measuring 5 Kanals 7 Marlas situated in revenue estate of

For Arlie Builders & Developers Pvt. Ltd.
Authorised Signatory
Arlie Builders & Developers Private Limited

For AFAAF BUILDERS AND DEVELOPERS PRIVATE LIMITED
Satpal
Authorised Signatory
Afaaf Builders & Developers Private Limited

For TARC LIMITED
Authorised Signatory
TARC Limited

Reg. No.	Reg. Year	Book No.
3332	2024-2025	1



विक्रेता



क्रेता



गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- thru NAVEEN CHOWDHARYOTHER **मैसर्ज** Afaaf **बिल्डर्स एंड डवलपर्स**
प्रा.लि.रजि.ऑफिस 46 2nd **फ्लोर** 100 **फूटा रोड गाँव घिटोरनी** **मैसर्ज** Arlie **बिल्डर्स एंड डवलपर्स**
प्रा.लि. रजि.ऑफिस 46 2nd **फ्लोर** 100 **फूटा रोड गाँव** घिटोरनी_____

क्रेता :- thru SUDHIR SAINIOTHERTARC LTD_____

गवाह 1 :- NITISH SHARMA _____

गवाह 2 :- BHAL SINGH _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3332 **आज दिनांक** 12-06-2024 **को बही नं** 1 **जिल्द नं** 611 **के पृष्ठ नं** 180 **पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या** 1 **जिल्द नं** 1444 **के पृष्ठ संख्या** 63 **से** 64 **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 |**

THE SEAL OF SUB REGISTRAR BADSHAHPUR

दिनांक 12-06-2024

उप/सयुंक्त पंजीयन अधिकारी बादशाहपुर

Maidawas, Tehsil Badshahpur, District Gurugram ("**Said Land-II**"), by way of registered Sale Deed bearing Vasika No. 9688 dated 30th of October, 2019 vide mutation no. 3662 and Jamabandi for the year 2019-20.

WHEREAS the Said Land - I and Said Land-II are collectively referred to as the "**Said Land**" admeasuring to 10 Kanals 3 Marlas (1.26875 Acres) situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram. The Said Land has been shown in Red Colour in the site plan appended to this Sale Deed. The balance land of M/s. Afaaf Builders and Developers Private Limited (VENDOR No. 2) which is not being sold in favour of the VENDEE and shall continue to be owned by M/s Afaaf Builders and Developers Private Limited (VENDOR No. 2) is part of land bearing Rect. No. 48 Kila No. 12(8-0) situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram and the same has been shown in Blue Colour in the aforesaid site plan. The site plan referred to above appended to this Sale Deed as **Annexure A** is an integral part of this Sale Deed.

WHEREAS the land bearing Rect. No. 48 Kila No. 13/1(4-16), Rect. No. 48 Kila No. 12 Min East (5-7), total fields 2, total area measuring 10 Kanals 3 Marlas (1.26875 Acres) situated in revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram along with all rights appurtenant thereto shown in Red Colour in the site plan appended to this Sale Deed as **Annexure A** being sold by the VENDORS in favour of the VENDEE is the property subject matter of this Sale Deed.

WHEREAS the VENDORS had earlier entered into Collaboration Agreement dated 12th of April, 2024 registered on 15th of April, 2024 bearing Vasika No. 584 (hereinafter referred to as "Said Collaboration Agreement") in respect of Said Land. In terms of Said Collaboration Agreement a sum of Rs. 1,00,00,000/- (Rupees One Crore Only) had been paid by the VENDEE to the VENDORS towards interest free refundable security deposit. In terms of Clause 30 of Said Collaboration Agreement the VENDEE is entitled to purchase the Said Land from the VENDORS on payment of total sale consideration amounting to Rs. 16,00,00,000/- (Rupees Sixteen Crores Only) including the amount of Rs. 1,00,00,000/- (Rupees One Crore Only) paid as interest free refundable security deposit. The VENDEE is desirous of purchasing the Said Land and the VENDORS are also inclined to sell the same as provided in Said Collaboration Agreement.

WHEREAS the VENDORS have conveyed to the VENDEE that the VENDORS are competent and entitled to sell the Said Land in favour of the VENDEE, to receive sale consideration amount, to deliver physical possession of the Said Land and to confer valid and marketable title in respect of Said Land in favour of the VENDEE. The VENDORS have conveyed to the VENDEE that they have got valid marketable title in respect of the Said Land and have got absolute authority to sell the same. It has been stated by the VENDORS to the VENDEE that none except the VENDORS has got any right, title or interest of any nature in the Said Land.

For Arlie Builders & Developers Pvt. Ltd

Authorised Signatory

Arlie Builders & Developers
Private Limited

For AFAAF BUILDERS AND DEVELOPERS PRIVATE LIMITED

Afaaf Builders & Developers
Private Limited

For TARC LIMITED

Authorised Signatory

TARC
Limited

Accordingly, the VENDORS have conveyed that there is no impediment in the absolute right held by the VENDORS to alienate the Said Land in favour of the VENDEE.

WHEREAS the VENDORS for their bona fide need/necessity are desirous of selling the Said Land together with all rights, easements etc. appurtenant thereto. The VENDEE is also interested in purchasing the same. Accordingly, the Said Land is being sold by the VENDORS in favour of the VENDEE on the terms and conditions set out in this sale deed.

NOW THIS SALE DEED WITNESSETH AS UNDER:-

1. That the total sale consideration in respect of the Said Land has been settled at Rs.16,00,00,000/- (Rupees Sixteen Crores Only). The aforesaid sale consideration amount includes the value of the Said Land and all rights, easements etc. appurtenant to the Said Land.

2. That total sale consideration amount of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) has been paid to the VENDORS by the VENDEE in the following manner:-

   (i) Rs. 47,29,064/- (Rupees Forty Seven Lakh Twenty Nine Thousand Sixty Four Only) vide cheque bearing no. 000021 dated 12.04.2024 drawn on Kotak Mahindra Bank, 14 Kasturba Gandhi Marg, New Delhi in favour of VENDOR No. 1.

   (ii) Rs. 68,19,286/- (Rupees Sixty Eight Lakh Nineteen Thousand Two Hundred Eighty Six Only) vide demand draft bearing no. 541607 dated 28.05.2024 drawn on Kotak Mahindra Bank, KG Marg, New Delhi in favour of VENDOR No. 1.

   (iii) Rs. 6,33,60,000/- (Rupees Six Crore Thirty Three Lakh Sixty Thousand Only) vide demand draft bearing no. 589003 dated 11.06.2024 drawn on Kotak Mahindra Bank in favour of VENDOR No. 1.

   (iv) Rs.7,56,650/- (Rupees Seven Lakh Fifty Six Thousand Six Hundred Fifty Only) deducted towards tax at source against the aforesaid payment as per the provisions of Income Tax Act 1961.

   (v) Rs.52,70,936/- (Rupees Fifty Two Lakh Seventy Thousand Nine Hundred Thirty Six Only) vide cheque bearing no. 000022 dated 12.04.2024 drawn on 14, Kasturba Gandhi Marg, New Delhi in favour of VENDOR No. 2.

   (vi) Rs. 5,24,80,714/- (Rupees Five Crore Twenty Four Lakh Eighty Thousand Seven Hundred Fourteen Only) vide demand draft bearing no. 541609 dated 28.05.2024.

For Arlie Builders & Developers Pvt. Ltd
Authorised Signatory
Arlie Builders & Developers
Private Limited

For AFAAF BUILDERS AND DEVELOPERS PRIVATE LIMITED
Authorised Signatory
Afaaf Builders & Developers
Private Limited

For TARC LIMITED
Authorised Signatory
TARC
Limited

drawn on Kotak Mahindra Bank, KG Marg, New Delhi, in favour of VENDOR NO. 2.

(vii) Rs. 2,57,40,000/- (Rupees Two Crore Fifty Seven Lakh Forty Thousand Only) vide demand draft bearing no. 589004 dated 11.06.2024, drawn on Kotak Mahindra Bank, in favour of VENDOR NO. 2.

(viii) Rs. 8,43,350/- (Rupees Eight Lakh Forty Three Thousand Three Hundred Fifty Only) deducted towards tax at source against the aforesaid payment as per the provisions of Income Tax Act 1961.

The VENDORS have thus received the entire sale consideration of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) from the VENDEE pertaining to the Said Land and all rights appurtenant thereto. No amount whatsoever remains outstanding or payable to the VENDORS towards any account by the VENDEE.

3. That actual, vacant and physical possession of the Said Land has been delivered at the spot by the VENDORS to the VENDEE. The VENDEE has become full-fledged and lawful owner in possession of the Said Land and all rights appurtenant thereto and VENDEE shall be entitled to hold, use, develop, construct, enjoy and deal with the same absolutely without any let, hindrance, interruption, disturbances, claim or demand from the VENDORS or any person claiming under or through the VENDORS. The VENDORS have not been left with any right, title or interest whatsoever in the Said Land.

4. That the VENDEE shall be entitled to use, utilize and develop the Said Land in any manner deemed fit by it and the VENDORS undertake not to raise any objection to the same. The VENDORS have assured the VENDEE that VENDORS have got a clear marketable title in respect of the Said Land detailed above and that they are entitled to sell the same to the VENDEE. VENDORS have further assured the VENDEE that the Said Land being sold is free from all types of mortgages, encumbrances, acquisition proceedings, charges, taxes, liens, restraint orders attachments etc. and no litigation or dispute whatsoever is pending in respect of the same before any court or authority. VENDORS have further assured the VENDEE that but for Said Collaboration Agreement in favour of the VENDEE they have not entered into any prior agreement in favour of any other third party relating to the Said Land detailed above. VENDORS have further conveyed to the VENDEE that but for execution of Said Collaboration Agreement in favour of the VENDEE, the VENDORS have not created any third-party rights of any nature in respect of Said Land.

For Arlie Builders & Developers Private Limited
Authorised Signatory

Arlie Builders & Developers
Private Limited

For AFAAF BUILDERS AND DEVELOPERS PRIVATE LIMITED
Authorised Signatory

Afaaf Builders & Developers
Private Limited

For TARC LIMITED
Authorised Signatory

TARC
Limited

5. That the VENDORS have assured the VENDEE that there are no dues, cesses, rates or taxes due or outstanding to any person/entity/authority in respect of the Said Land sold to the VENDEE and in case any such dues are found payable the same shall be paid by the VENDORS. The VENDORS have assured the VENDEE that no amount towards any account upto date of execution and registration of this sale deed is outstanding or payable to Dakshin Haryana Bijli Vitran Nigam Ltd., Municipal Corporation, Gurugram, Town and Country Planning Department etc. or to any other agency / authority / institution / entity and in case any such dues are found payable upto the date of execution of this sale deed, the same shall be paid by the VENDORS.

6. That in the event of aforesaid Said Land / part thereof being lost to the VENDEE on account of defective title of the VENDORS or on account of any concealment on their part, the VENDORS shall recoup the VENDEE for such loss together with all litigation expenses incurred by the VENDEE.

7. That the VENDORS are not left with any right, interest or title in the Said Land which has become the absolute property of the VENDEE. The VENDORS admit and acknowledge that Said Collaboration Agreement now stands superseded by the present Sale Deed. The VENDORS shall not be liable to refund any amount towards interest free refundable security deposit to the VENDEE as the amount of Rs. 1,00,00,000/- (Rupees One Crore Only) already stands adjusted in payment of sale consideration by the VENDEE for the execution and registration of this Sale Deed.

8. That since, the Said Land has been sold by the VENDORS to the VENDEE through this Sale Deed, the VENDORS shall not be entitled to seek allocation of any area constructed or otherwise to be developed over the Said Land by the VENDEE on the basis of Said Collaboration Agreement or otherwise. The VENDORS undertake not to assert any right of any in respect of the Said Land at any subsequent point of time on the basis of Said Collaboration Agreement or otherwise.

9. That the draft of the instant sale deed now being executed by the VENDORS in favour of the VENDEE had been made available well in advance to the VENDORS. The VENDORS had/have examined the same threadbare and had found it to be in order.

10. That the VENDORS have voluntarily and consciously proceeded to execute the instant sale deed and are proceeding to get the same registered in respect of the Said Land in favour of the VENDEE after fully understanding the contents and implications of the covenants contained in this sale deed.

For Arlie Builders & Developers Pvt. Ltd
Authorised Signatory
Arlie Builders & Developers
Private Limited

For AFAAF BUILDERS AND DEVELOPERS PRIVATE LIMITED
Authorised Signatory
Afaaf Builders & Developers
Private Limited

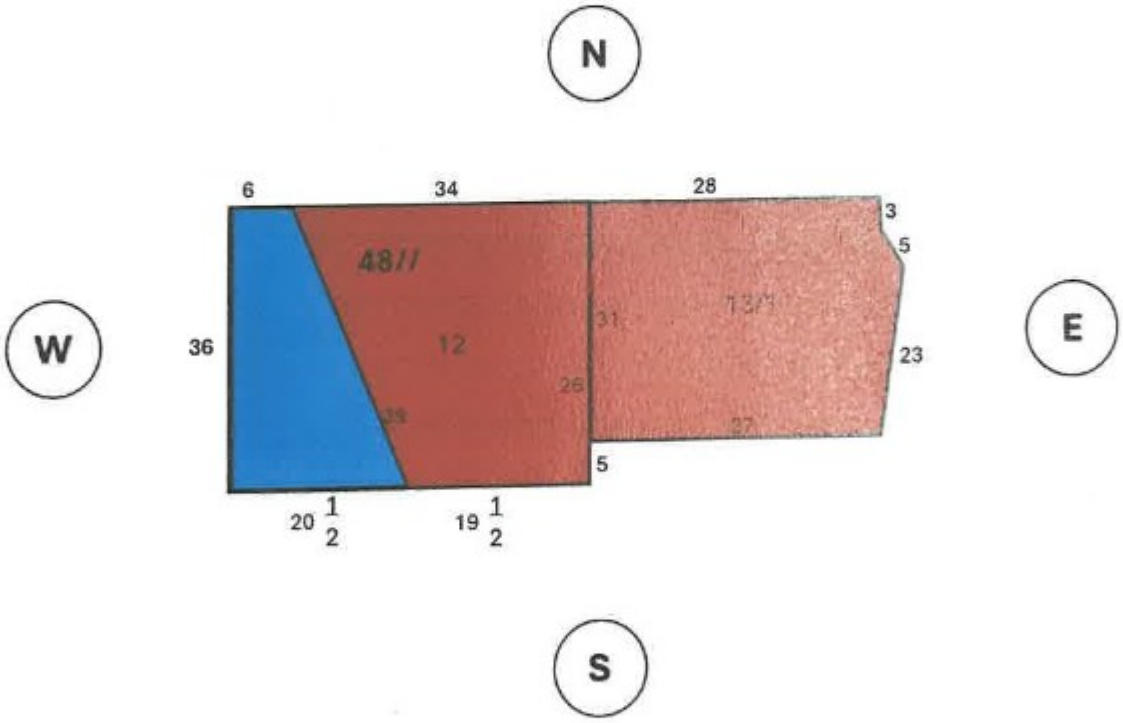
For TARC LIMITED
Authorised Signatory
TARC
Limited

11. That the VENDEE shall be entitled to get its name reflected as owner in possession of the Said Land subject matter of this sale deed in revenue records by sanction of mutation/Municipal Corporation of Gurugram/ any other competent authority/agency. VENDORS undertake not to raise any objection to the same. VENDORS shall execute all such documents and do all requisite acts, deeds and things as may be required for getting mutated name of the VENDEE in revenue records/Municipal Corporation of Gurugram/ any other competent authority in terms of this sale deed.

12. That stamp and registration expenses for execution and registration of instant sale deed have been incurred exclusively by the VENDEE.

13. That all disputes directly or impliedly arising out of or concerning this sale deed shall be subject to jurisdiction of courts at Gurugram alone.

ANNEXURE-A



For Arlie Builders & Developers Pvt. Ltd
Authorised Signatory

Arlie Builders & Developers
Private Limited

For AFAAF BUILDERS AND DEVELOPERS PRIVATE LIMITED
Authorised Signatory

Afaaf Builders & Developers
Private Limited

For TARC LIMITED
Authorised Signatory

TARC
Limited

IN WITNESS WHEREOF both VENDORS and VENDEE aforementioned have executed this sale deed on the date and place first mentioned above.

VENDORS

Arlie Builders and Developers Private Limited

For Arlie Builders & Developers Pvt. Ltd

Authorised Signatory

Naveen Chowdhary
Authorised Signatories

Ravi Raj Singh

Afaaf Builders and Developers Private Limited

For AFAAF BUILDERS AND DEVELOPERS PRIVATE LIMITED

Authorised Signatory

Narendra Singh
Authorised Signatories

VENDEE

TARC Limited

For TARC LIMITED

Authorised Signatory

Sudhir Saini
Authorized Signatory

Witnesses:

1.

IDENTIFIED BY
After Seen Aadhar/I.D. Card of Parties
(Not Responsible if ID is not Genuine)
NITISH SHARMA (ADVOCATE)
GURUGRAM

2.

IDENTIFIED BY
After Seen Aadhar/I.D. Card of Parties
(Not Responsible if ID is not Genuine)
BHAL SINGH (ADVOCATE)
GURUGRAM

13617

Sale of Immovable Properties

Indian-Non Judicial Stamp
Haryana Government

Date : 09/01/2025

Certificate No. G0I2025A1302

GRN No. 126266361

Stamp Duty Paid : ₹ 35700000

Penalty : ₹ 0

Seller / First Party Detail

Name: Narayanan nair

H.No/Floor : 9 Sector/Ward : Na LandMark : A3 sunshine apartment

City/Village : Paschim vihar District : Delhi State : Delhi

Phone: 99******88

Buyer / Second Party Detail

Name : Tarc limited

H.No/Floor : C3/2f Sector/Ward : Na LandMark : Qutab institutional area

City/Village: New delhi District : New delhi State : Delhi

Phone : 96******88

Purpose : For Sale Deed

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

SALE DEED

Type of Property	-	Agricultural Land
Village/City name	-	Village Maidawas
Segment/Block Name	-	Tehsil Badshahpur
Area	-	20 Kanals 14 Marlas 5 Sarsai
Transaction value	-	Rs.51,00,00,000/-
Stamp Duty	-	Rs. 3,57,00,000/-
Stamp No./date	-	G0I2O25A1302 dated 09.01.2025
GRN No.	-	126266361

For TARC LIMITED

Authorised Signatory

प्रलेख क्र.:13617 मुद्रण दिनांक 10/01/2025 03:31 PM पंजीकरण दिनांक:10-01-2025

वसीका संबंधी विवरण

वसीका का नाम SALE URBAN AREA WITHIN MC

तहसील/सब-तहसील- बादशाहपुर **गांव/शहर-** बादशाहपुर **स्थित-** INSIDE RZONE Co IN IND AREA

शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर **पंजीकृत कॉलोनी**

पता : 46, MUSTIL NO-46//22/2/1.48//1/2.2/1.10.49//5/2.6.7 VILL- MAIDAWAS TEHSIL BADSHAHPUR GURUGRAM, 122001, ,Village Medawas Outer

धन संबंधी विवरण

राशि- 510000000 रुपये **कुल स्टाम्प शुल्क-** 35700000 रुपये

स्टाम्प नं- G0I2025A1302 **स्टाम्प का मूल्य-** 35700000 रुपये

रजिस्ट्रेशन फीस- 50000 रुपये EChallan:126266776 **पेस्टिंग शुल्क-** 3 रुपये

द्वारा तैयार किया गया- H R KHATANA ADV **सेवा शुल्क-** 200

भूमि का विवरण

निवासीय 12558 Sq. Yards

स्थानीय शहरी निकाय संबंधी विवरण

प्रॉपर्टी आईडी- 1c6ly7l1 **प्रॉपर्टी नं- 46** **मालिक-** NARAYANAN NAIR

पता- 46, MUSTIL NO-46//22/2/1.48//1/2.2/1.10.49//5/2.6.7 VILL- MAIDAWAS TEHSIL BADSHAHPUR GURUGRAM, 122001, ,Village Medawas Outer

यह प्रलेख आज दिनांक 10-01-2025 दिन शुक्रवार समय 3:26:00 PM बजे श्री/श्रीमती/कुमारी NARAYANAN NAIR पुत्र K N G PILLAI निवास 9 A-3 SUNSHINE APPT PASCHIM VIHAR DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

NARAYANAN NAIR

संयुक्त उप पंजीयन अधिकारी NT Badshahpur

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है

दिनांक 10-01-2025

संयुक्त उप पंजीयन अधिकारी NT Badshahpur

NARAYANAN NAIR

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी TARC LIMITED thru AJAY SINGH PATHANIA THER 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 वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी BHAL SINGH पिता . निवासी ADV GGM व श्री/श्रीमती/कुमारी J P SHARMA पिता . निवासी ADV GGM ने की।

साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी सं. 2 की पहचान करता है।

THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

दिनांक 10-01-2025

संयुक्त उप पंजीयन अधिकारी NT Badshahpur

THIS SALE DEED IS EXECUTED AT GURUGRAM ON THIS 10th day of January, 2024 by **Shri Narayanan Nair** (Aadhar Number 6539 4798 6155)(PAN No. AACPN8987B),son of Shri K.N.G. Pillai, resident of House No.9, A-3, Sunshine Apartment, Paschim Vihar, Delhi-110063, hereinafter called the '**VENDOR**' (which expression shall unless be repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, successors in interest, executors, assigns etc.) of the ONE PART

IN FAVOUR OF

M/s TARC Limited (Corporate Identification Number L70100DL2016PLC390526) (PAN No. AAOCA7650B), having its office at C-3, 2nd Floor, Qutab Institutional Area, New Delhi-110016 through **Mr. Ajay Singh Pathania** (Aadhar No. 3131 9428 1329) duly authorized vide resolution dated 06.01.2025 passed by Board of Directors of the aforesaid Company hereinafter called the '**VENDEE**' (which expression shall unless repugnant to the context of this agreement mean and include its legal representatives, administrators, executors, nominees and assigns etc.) of the OTHER PART.

WHEREAS the VENDOR is full-fledged and lawful owner in physical possession of land bearing Rect. No.46, Killa No.22/2/1 (0-11), Rect. No.48, Killa No.1/2(7-5), 2/1(0-1), 10(8-0), Rect. No.49, Killa No.5/2(3-11), 6(8-0), 7(8-0), total admeasuring 35 Kanals 8 Marlas, situated within the revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram vide jamabandi for the year 2019-2020 in Khewat No. 611 and 417.

For TARC LIMITED

Authorised Signatory

Reg. No.	Reg. Year	Book No.
13617	2024-2025	1



विक्रेता



क्रेता



गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- NARAYANAN NAIR

क्रेता :- thru AJAY SINGH PATHANIAOTHERTARC LIMITED

गवाह 1 :- BHAL SINGH

गवाह 2 :- J P SHARMA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रपत्र क्रमांक 13617 आज दिनांक 10-01-2025 को बही नं 1 जिल्द नं 624 के पृष्ठ नं 151.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1830 के पृष्ठ संख्या 86 से 88 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 ।

SUB REGISTRAR BADSHAHPUR

दिनांक 10-01-2025

उप/सयुंक्त पंजीयन अधिकारी बादशाहपुर

WHEREAS the VENDOR is selling land bearing Rect. No.46, Killa no.22/2/1 (0-11), Rect. No.48, Killa no.1/2(7-5), 2/1(0-1), 10(8-0), Rect. No.49, Killa no.5/2 min east (1-17-3), 6 min east (3-0-2), total admeasuring 20 Kanals 14 Marlas 5 Sarsai (2.59075 Acres), situated in the revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram. The aforesaid land is being sold in favour of the VENDEE by the VENDOR along with all rights appurtenant thereto and has been shown in red colour in the site plan appended to the Sale Deed.

WHEREAS the unsold land of the VENDOR which shall continue to be owned by the VENDOR and forms part of land bearing Rect. No.49, Killa No.5/2min west(1-13-6), 6min west(4-19-7), 7(8-0), total admeasuring 14 Kanals 13 Marlas 4 Sarsai, situated in the revenue estate of Maidawas, Tehsil Badshahpur, District Gurugram has been shown in blue colour in the aforesaid site plan. The site plan is admitted by both parties to the correct as per revenue record and the Gurgaon Manesar Development Plan sanctioned by Town and Country Planning Department indicating the road network in the area comprised in the aforesaid plan. The site plan is **Annexure A** and has been duly signed by both the parties. The site plan is an integral part of this Sale Deed.

WHEREAS land bearing Rect. No.46, Killa no.22/2/1 (0-11), Rect. No.48, Killa no.1/2(7-5), 2/1(0-1), 10(8-0), Rect. No.49, Killa no.5/2 min east (1-17-3), 6 min east (3-0-2), total admeasuring 20 Kanals 14 Marlas 5 Sarsai (2.59075 Acres), situated in the revenue estate of Maidawas, Tehsil Badshahpur, District Gurugrambeing sold in favour of the VENDEE by the VENDOR along with all rights appurtenant thereto shown in red colour in the site plan appended to this Sale Deed as **Annexure A** has been hereinafter referred to as "Said Land".

For TARC LIMITED

Authorised Signatory


THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR

WHEREAS the VENDOR has conveyed to the VENDEE that the VENDOR is competent and entitled to sell the Said Land in favour of the VENDEE, to receive sale consideration amount, to deliver physical possession of the Said Land and to confer valid and marketable title in respect of Said Land in favour of the VENDEE. The VENDOR has conveyed to the VENDEE that he has got valid marketable title in respect of the Said Land and has got absolute authority to sell the same. It has been stated by the VENDOR to the VENDEE that none except the VENDOR has got any right, title or interest of any nature in the Said Land. Accordingly, the VENDOR has conveyed that there is no impediment in the absolute right held by the VENDOR to alienate the Said Land.

WHEREAS the VENDOR for his bona fide need/necessity was/is desirous of selling the Said Land together with all rights, easements etc. appurtenant thereto. The VENDEE is also interested in purchasing the same. Accordingly, the Said Land is being sold by the VENDOR in favour of the VENDEE on the terms and conditions set out in this sale deed.

NOW THIS SALE DEED WITNESSETH AS UNDER:

1. That the total sale consideration in respect of the Said Land has been settled at Rs.51,00,00,000/- (Rupees Fifty-One Crores Only). The aforesaid sale consideration amount includes the value of the Said Land and all rights, easements etc. appurtenant to the Said Land including but not confined to rights in Shamlat.

2. That total sale consideration amount of Rs.51,00,00,000/- (Rupees Fifty-One Crores Only) has been paid to the VENDOR by the VENDEE in the following manner:

For TARC LIMITED

Authorised Signatory


THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR

(i) Rs. 5,00,00,000/- (Rupees Five Crores Only) through RTGS bearing Reference No. 000438647257 dated 06.01.2025 in favour of Shri Narayanan Nair.

(ii) Rs. 5,00,00,000/- (Rupees Five Crores Only) through RTGS bearing Reference No. 000439025065 dated 07.01.2025 in favour of Shri Narayanan Nair.

(iii) Rs. 40,49,00,000/- (Rupees Forty Crores and Forty Nine Lakhs Only) vide Demand Draft bearing No. 589075 dated 10.01.2025 issued by Kotak Mahindra Bank on behalf of M/s TARC Limited in favour of Shri Narayanan Nair.

(iv) Rs. 51,00,000/- (Rupees Fifty One Lakhs Only) deducted towards tax at source against the aforesaid payment as per the provisions of the Income Tax Act 1961.

The VENDOR has thus received the entire sale consideration of Rs.51,00,00,000/- (Rupees Fifty-One Crores Only)from the VENDEE pertaining to the Said Land and all rights appurtenant thereto. No amount whatsoever remains outstanding or payable to the VENDOR towards any account by the VENDEE.

3. That actual, vacant and physical possession of the Said Land has been delivered at the spot by the VENDOR to the VENDEE. The VENDEE has become full-fledged and lawful owner in possession of the Said Land and all rights appurtenant thereto and VENDEE shall be entitled to hold, use, develop, construct, enjoy and deal with the same absolutely without any let, hindrance, interruption, disturbances, claim or demand from the VENDOR or any person claiming under or through the VENDOR. The

For TARC LIMITED

Authorised Signatory


THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR

VENDOR has not been left with any right, title or interest whatsoever in the Said Land.

4. That the VENDEE shall be entitled to use and utilize the Said Land in any manner deemed fit by him and the VENDOR undertake not to raise any objection to the same. The VENDOR has assured the VENDEE that he has got a clear marketable title in respect of the Said Land detailed above and that he is entitled to sell the same to the VENDEE. VENDOR have further assured the VENDEE that the Said Land being sold is free from all types of mortgages, encumbrances, acquisition proceedings, charges, taxes, liens, restraint orders attachments etc. and no litigation or dispute whatsoever is pending in respect of the same before any court or authority. VENDOR has further assured the VENDEE that he has not entered into any prior agreement in favour of any other third party relating to the Said Land detailed above. VENDOR has further conveyed to the VENDEE that he hasnot created any third-party rights of any nature in respect of Said Land.
5. That the VENDOR has assured the VENDEE that there are no dues, cesses, rates or taxes due or outstanding to Municipal Corporation, Gurugram against the Municipal Property / Identity Number of Said Land indicated by the VENDOR or for that matter in relation to Said Land to Municipal Corporation, Gurugram or any other person/entity/authority in respect of the Said Land sold to the VENDEE and in case any such dues are found payable the same shall be paid by the VENDOR. The VENDOR has assured the VENDEE that no amount towards any account upto date of execution and registration of this sale deed is outstanding or payable to Dakshin Haryana Bijli Vitran Nigam Ltd., Municipal Corporation, Gurugram, Town and Country Planning Department etc. or

For TARC LIMITED

Authorised Signatory


THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR

to any other agency / authority / institution / entity and in case any such dues are found payable upto the date of execution of this sale deed, the same shall be paid by the VENDOR.

6. That in the event of aforesaid Said Land / part thereof being lost to the VENDEE on account of defective title of the VENDOR or on account of any concealment on his part, the VENDOR shall recoup the VENDEE for such loss together with all litigation expenses incurred by the VENDEE.

7. That the VENDOR is not left with any right, interest or title in the Said Land which has become the absolute property of the VENDEE.

8. That the certified copy of the title documents and other related documents including the sale deed etc. have been handed over by the VENDOR to the VENDEE.

9. That the draft of the instant sale deed now being executed by the VENDOR in favour of the VENDEE had been made available well in advance to the VENDOR. The VENDOR had/has examined the same threadbare and had found it to be in order.

10. That the VENDOR has voluntarily and consciously proceeded to execute the instant sale deed and is proceeding to get the same registered in respect of the Said Land in favour of the VENDEE after fully understanding the contents and implications of the covenants contained in this sale deed.

For TARC LIMITED

Authorised Signatory


THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR

11. That the VENDEE shall be entitled to get its name reflected as owner in possession of the Said Land subject matter of this sale deed in revenue records by sanction of mutation/Municipal Corporation of Gurugram/ any other competent authority/agency. VENDOR undertakes not to raise any objection to the same. VENDOR shall execute all such documents and do all requisite acts, deeds and things as may be required for getting mutated name of the VENDEE in revenue records/Municipal Corporation of Gurugram/ any other competent authority in terms of this sale deed.

12. That stamp and registration expenses for execution and registration of instant sale deed have been incurred exclusively by the VENDEE.

13. That all disputes directly or impliedly arising out of or concerning this sale deed shall be subject to jurisdiction of courts at Gurugram alone.

IN WITNESS WHEREOF both VENDOR and VENDEE aforementioned have executed this sale deed on the date and place first mentioned above.

WITNESSES:

1. IDENTIFIED BY
After Seen Aadhar/ID Card of Parties
(Not Responsible if ID is not Genuine)
BHAL SINGH (ADVOCATE)
GURUGRAM

2. IDENTIFIED BY ME
After Seen Adhar Card of Parties
(Not Responsible if Id is not Genuine)
R S SHARMA (ADVOCATE)
GURUGRAM

VENDOR

Narayanan Nair

VENDEE

For TARC LIMITED

Authorised Signatory

M/s TARC Limited, through its duly authorized person Mr. Ajay Singh Pathania

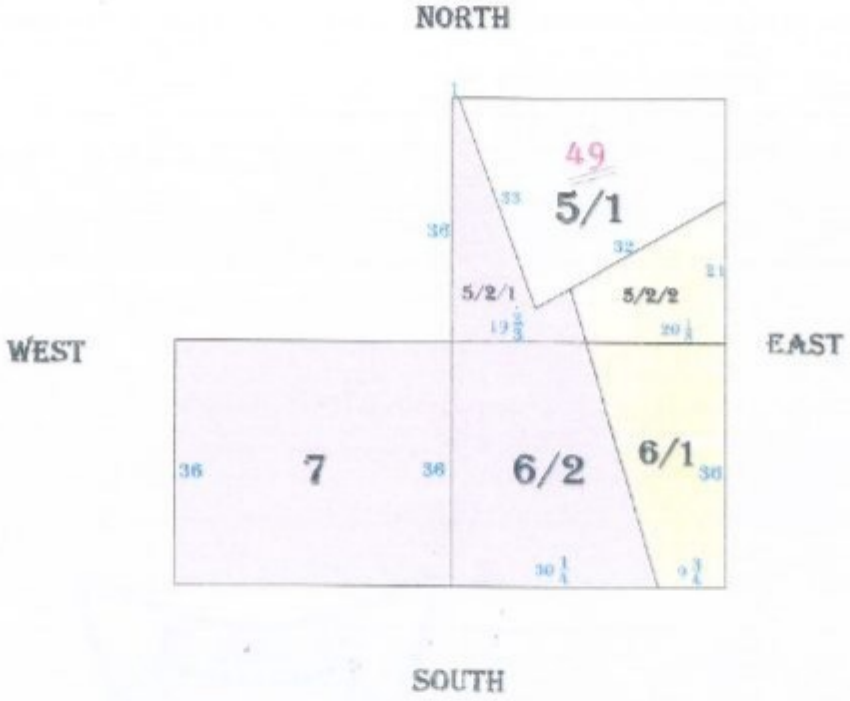

THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR

ANNEXURE - A

MARGINAL NOTE FOR SITE PLAN

Site plan of land owned and possessed by Mr. ..... situated in village maidawas, Tehsil badshahpur, Dstrict Gurugram partly being sold in favour of Mr.....

Land forming part of rect. no. rect. no. 49, killa no. 5/2 min east (1-17-3), 6 min west (3-0-2) area measuring 4 Kanals 17 Marlas 5 sarsai situated in Village maidawas, Tehsil Badshahpur, District Gurugram being sold in favour of Mr. ..... shown in red colour in the site plan.
unsold land of Mr. ..... forming part of 49, killa no. 5/2 min west (1-13-6), 6 min west (4-19-7), 7 (8-0) area measuring 14 Kanals 13 Marlas 4 sarsai (which shall continue to be owned by the aforesaid individuals/company has been shown in blue colour in the site plan.



VENDOR

For TARC LIMITED

Authorised Signatory
VENDEE


THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR