Sale of Immovable Properties



Indian-Non Judicial Stamp Haryana Government



Date: 25/10/2021

Certificate No.

GFY2021J1 83432798

Stamp Duty Paid: ₹ 25893000

₹0 Penalty:

Seller / First Party Detail

Name:

GRN No.

White house Infra developers Pvt ltd Sector/Ward: 19

LandMark: Scf no 36 37 sf sect 19 part ii

H.No/Floor: S1

City/Village: Faridabad

District: Faridabad

State:

Haryana

99 **** 72 Phone:

Buyer / Second Party Detail

Name:

H.No/Floor:

Goel and sons developers Pvt Ltd Sector/Ward: Nil

LandMark: Khasra no 215 216 219 roshan garden

Phone:

Purpose:

City/Village: Najafgarh 99****72

Sale Deed

District South west delhi

Delhi State:

HE SEAL OF

The authenticity of this document can b

Type of Deed 1.

Sale

2. Name of Village Khaika, Tehsil-Sohna

3. Type of Said Land

Agricultural Land

Area 4.

123 Kanal 6 Marla (15.4125 Acres)

Consideration 5.

Rs.36,99,00,000/-

Stamp Duty 6.

Rs. 2,58,93,000/-

7. Stamp No./Date GFY2021J1/25-10-2021

This Sale Deed (hereinafter referred to as the "Deed") is executed at Sohna on this 27th day of October, 2021:

BY

M/s. White House Infra Developers Private Limited (CIN U45204HR2010PTC040893 and PAN AAACW9894K) a Company registered under the Companies Act 1956 having its registered office at SCF No. 36-37, Second Floor, Sector 19, Part II, Faridabad, Haryana, through its Authorized Signatory Mr. Virender Singh (Aadhar no. 5329 3438 5773) duly authorized vide

For White House Infra Devalo, Pv: 11d.

Director/Auth. Signatory

For Goel & Son's Davelopers Pvl. Livi

Board Resolution Dated 14/10/2021 (hereinafter referred to as the "Vendor" which expression shall, unless repugnant to the context thereof, mean and include its legal heirs, administrators, executors, nominees, successors and assignees its successors and assigns) of the FIRST PART;

IN FAVOUR OF

M/s. Goel & Son's Limited (CIN Developers Private No. U70100DL2020PTC364165 and PAN AAICG3142L) a Company registered under the Companies Act 1956 having its office at 58A, Khasra No. 215/216/219 Roshan Garden, Near Poll No. 411, Najafgarh South West Delhi - 110 043 through its Authorized Representative Mr. Ajay Goel (Aadhar no. 8584 7748 4133) duly authorized vide Board Resolution Dated 21/10/2021 (hereinafter referred to as the "Vendee" which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns) of the SECOND PART; .

(The Vendor and the Vendee are hereinafter collectively referred to as "Parties" and severally as a 'Party')

WHEREAS

- A. The Vendor is the sole and absolute owner of and in exclusive possession of a contiguous freehold and vacant agricultural land bearing Khewat / Khata No. 152/159, Rect. No. 30 killa nos.21/2(4-0), 22(8-0) and Rect. No. 34 killa no. 1(8-0), 10/1(1-7) measuring 21 kanal 7 marla kitte 4 i.e. 2.66875 acres and Khewat / Khata No. 155/162, Rect. No. 30 killa nos. 8/3 (1-16), 9 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 17 (7-12), 18 (8-0), 19 (8-0), 20 (8-0), 24 (7-12); Rect. No. 31 killa nos. 15 (8-0), 16 (8-0) and Rect. No. 34 killa nos. 4/1 (4-11), 4/3 (1-0), 7/2(7-8) measuring 101 kanal 19 marla kitte 15 i.e. 12.74375 acres; total admeasuring 123 kanal 6 marla kitte 19 i.e. 15.4125 acres, Land situated in the revenue estate of village Khaika, Tehsil Sonha, District Gurugram, vide Mutation Nos.534, 584, 650, 651 and 652 and khewat no. 155/162 and 152/113 & badar no. 9 according jamabandi for the year of 2017-18 in the revenue record (hereinafter referred to as the "Said Land").
- B. The Vendor hereby represents that the Vendor is the sole, absolute and exclusive owner of the Said Land and has vacant, peaceful, legal and physical possession thereof and has unfettered, absolute and unrestricted

For White House Infra Davalo Produid.

For Goel & Son's Developers Pvt. ju

right, title and interest in the same and that neither anyone has any right, title and interest in the said land nor there is any legal impediment which prohibits the Vendor to sell the same unto the Vendee. The Vendor possess absolute, clear, unconditional and marketable title on the Said Land, free from any encumbrances, charges, gifts, liens, attachments, mortgages, liabilities, un-authorized occupations, claims and litigation whatsoever. The Vendor is entitled to convey/sell/transfer absolute ownership rights in the Said Land in favour of the Vendee without any restrictions whatsoever.

C. The Vendor, for its bonafide business needs and requirements, has agreed to sell, transfer, convey and assign all its rights, interest and title in the Said Land along with title, easements, rights, privileges, appurtenances, claim and benefits in respect thereof to the Vendee. Accordingly, the Vendee has based on the representations and warranties of the Vendor, agreed to acquire and purchase the Said Land from the Vendor, free from all encumbrances, for a total sale consideration Rs. 36,99,00,000/- (Rupees thirty six crores ninety nine lakhs Only), subject to the terms of this Sale Deed.

NOW THIS DEED WITNESSETH AS UNDER:

- That in consideration of a total all-inclusive sale consideration of Rs. 1. 36,99,00,000/- (Rupees thirty six crores ninety nine lakhs Only) ("Sale Consideration") calculated at the rate of Rs.2,40,00,000/- (Rupees two crores forty lakhs only per acre of land), the Vendor do hereby, by and under this Sale Deed, and on and from the date of execution hereof, sells. grants, conveys, transfers, alienates and assigns unto the Vendee absolutely and forever, all rights, titles and interests in the Said Land along with all rights, title, benefits, interest, privileges, easements, entitlements, easements, appurtenances, advantages appurtenant thereto, free from encumbrances, liens, claims charges or impediments of any nature whatsoever.
- That after deducting and depositing the tax at source @ 1% on total Sale 2. Consideration i.e. Rs. 36,99,000/- (Rupees thirty-six lakhs ninety nine thousand Only) balance amount of Rs.36,62,01,000/- (Rupees thirty six crores sixty two lakhs one thousand Only) has been paid by Vendee to the Vendor vide RTGS bearing no. YESBR52021102785478483 through 35,12,01,000/-27/10/2021 Rs of Yes Bank dated dated Bank through IndusInd R/INDBR32021102700573581 27/10/2021of Rs 1,50,00,000/-.. For Goal & Son's Davelopers Pvt.

For White House Infra Davata Freday. Worenders Director/Anth/Signatory

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right, title and interest in the same and that neither anyone has any right, title and interest in the said land nor there is any legal impediment which prohibits the Vendor to sell the same unto the Vendee. The Vendor possess absolute, clear, unconditional and marketable title on the Said Land, free from any encumbrances, charges, gifts, liens, attachments, mortgages, liabilities, un-authorized occupations, claims and litigation whatsoever. The Vendor is entitled to convey/sell/transfer absolute ownership rights in the Said Land in favour of the Vendee without any restrictions whatsoever.

C. The Vendor, for its bonafide business needs and requirements, has agreed to sell, transfer, convey and assign all its rights, interest and title in the Said Land along with title, easements, rights, privileges, appurtenances, claim and benefits in respect thereof to the Vendee. Accordingly, the Vendee has based on the representations and warranties of the Vendor, agreed to acquire and purchase the Said Land from the Vendor, free from all encumbrances, for a total sale consideration Rs. 36,99,00,000/- (Rupees thirty six crores ninety nine lakhs Only), subject to the terms of this Sale Deed.

NOW THIS DEED WITNESSETH AS UNDER:

- That in consideration of a total all-inclusive sale consideration of Rs. 36,99,00,000/- (Rupees thirty six crores ninety nine lakhs Only) ("Sale Consideration") calculated at the rate of Rs.2,40,00,000/- (Rupees two crores forty lakhs only per acre of land), the Vendor do hereby, by and under this Sale Deed, and on and from the date of execution hereof, sells, grants, conveys, transfers, alienates and assigns unto the Vendee absolutely and forever, all rights, titles and interests in the Said Land along with all rights, title, benefits, interest, privileges, easements, entitlements, easements, appurtenances, advantages appurtenant thereto, free from encumbrances, liens, claims charges or impediments of any nature whatsoever.
- 2. That after deducting and depositing the tax at source @ 1% on total Sale Consideration i.e. Rs. 36,99,000/- (Rupees thirty-six lakhs ninety nine thousand Only) balance amount of Rs.36,62,01,000/- (Rupees thirty six crores sixty two lakhs one thousand Only) has been paid by Vendee to the Vendor vide RTGS bearing no. YESBR52021102785478483 through Bank dated 27/10/2021 of Rs 35, 12, 01, 000/and R/INDBR32021102700573581 through IndusInd Bank dated 27/10/2021of Rs 1,50,00,000/-.

Director/Anth/Signatory

The tax at source of Rs.36,99,000/- has been deposited vide Challan No. 280, BSR Code 0510308, Bank Reference no. 12106 and in that regard Form 26QB bearing acknowledgement no. A16786150 has been issued by Vendee to the Vendor.

- That simultaneously with the execution of this Deed, the Vendor has delivered full, free and quiet, vacant, legal and physical possession of the Said Land to the Vendee.
- 4. That pursuant to this Deed, the Vendor, or any person claiming from or through the Vendor, shall not have any right, title, interest, claim, demand or concern of any nature in the Said Land and the Vendee has become the absolute owner of the Said Land with full right to use, enjoy, sell and transfer the same as absolute owner without any hindrance or objection by the Vendor or any other person claiming under the Vendor.
- 5. The Vendor is fully aware that the Vendee has acquired the Said Land and paid the Sale Consideration set out herein to the Vendor, based on the all the declarations, assurances, representations, warranties, covenants and undertaking of the Vendor, as on the date of execution and registration of this Sale Deed:
 - (a) The Vendor is the absolute owner of the Said Land and has a good and marketable title which is free from any kind of encumbrances, third party agreements, suits, mortgages, acquisition proceedings initiated or notified and there are no attachment orders of any kind nor has the Vendor been notified of any such attachment order under any state or central statutes.
 - (b) The Vendor is in full, free, vacant, peaceful, actual physical and unhindered possession, use, occupation and enjoyment of the Said Land. No other person or entity has any right, title or interest in or in any part of the same, or is entitled to the possession, occupation, use or control of whole or any part of the same. The title and possession of the Vendor to Said Land is clear and marketable and free from all encumbrances.

For White House Infra Davala Problem.

Director/Auth Signatory

For Goal & Son's Developers Pvt, Lin.

- (c) The Said Land is agricultural in nature.
- (d) There is nothing that prevents the Vendor from dealing with and disposing off Said Land.
- (c) Description of the Said Land as provided herein is true and accurate.
- (f) No part of the Said Land is affected by a subsisting contract for sale or other disposition of any interest in it. There are no arrangement(s) for sale or alienation of the Said Land in any manner whatsoever or any part thereof with any other person(s) nor are there any subsisting power of attorneys or any other authority, oral or otherwise empowering any other person(s) to deal with any part of the Said Land in any manner whatsoever;
- (g) There is no litigation(s) or dispute(s) or proceedings in any court of law or tribunal or arbitration or any lis-pendens, nor is there any attachment, prohibitory order or injunction on the Said Land or any benefits/rights attached thereof. There is no proceeding pending under the Income Tax Act, 1961 in respect of the Said Land or which could affect the transaction hereunder, and accordingly there is no requirement to obtain any permission for sale / transfer of the Said Land under the income tax laws;
- (h) All taxes, such as Municipal taxes, Land Revenues and other charges etc. have been paid by the VENDOR in respect to the Said Land and Vendor shall be fully responsible and liable for all such arrears, liabilities etc. related upto the date of handing over of physical possession thereof. The Vendor also undertakes and liable for all the above payments even if any demand arises in future. Thereafter the same shall be paid and borne by the Vendee
- Vendor has the full power and authority to enter into, execute and deliver this Sale Deed and undertake the transaction stated hereinabove;

(j) The Vendor is not suffering from an insolvency event, including without limitation bankruptcy, receivership, reorganization,

Director/Auty. Signatory

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For Goal & Son's Davolopers Pv.

composition or arrangement with creditors, voluntary or involuntary and no petition has been presented by the Vendor or resolution passed or notice in writing of the same been received by the Vendor, nor has the Vendor appointed, or received or sent any written notice for the appointment of, a liquidator or provisional liquidator or administrator whether generally or in respect of any of its assets. Vendor has not defaulted in any of their obligations to any of their creditors, including commercial banks and financial institutions, which may in any manner impact the Said Land and / or the title of the Vendor to the said and/ or the ability of the Vendor to transfer and convey clear and marketable un-encumbered title on the Said Land to the Vendee.

- (k) The execution, delivery and performance of this Sale Deed by the Vendor will not:
 - violate any provision of the memorandum and articles of association of the Vendor or their promoters, as applicable;
 - violate any lien, court order, judgments, injunction, award, decree or writ or any other restriction of any kind against, or binding upon, the company or the promoters or upon their securities, properties or business, as applicable;
 - (iii) violate any law or regulation of India or any other jurisdiction in which they maintain a presence;
 - (iv) relieve any other party to a contract with the company of its obligations or enable that party to vary or terminate its rights or obligations under that contract;
- No encroachment, intrusion and/or trespass has been made/done, in any manner on the Said Land;
- 6. Each representation, warranty, covenant or obligation contained herein could be treated as a separate representation, warranty, covenant or obligation and shall be construed independently of any other. Each of the representation, warranty, covenant or obligation shall not be limited or restricted by reference to or inference from the terms of any other warranty or any other term of this Deed.

For White House Infra Davato Protest.

Director/Auth/Signatory

For Goal & Son's Developers Pvt. Ltd.

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- 7. The Vendor shall do and execute or cause to be done and executed all acts, deeds and things, as may be reasonably required by the Vendee for more fully and perfectly assuring title of the Vendee to the Said Land.
- 8. In the event that any of the representations and warranties made by the Vendor, including but not limited to those mentioned herein, is/are found to be untrue or incorrect or is/are only partially true or there is any default/breach of any of the covenants or undertaking made by the Vendor or there is any defect in the title of the Vendor to the Said Land hereby conveyed to the Vendee or any encumbrance of whatsoever nature is found on the Said Land, then the Vendor shall indemnify the Vendee and keep it indemnified from and against all losses, damages, encumbrances, third party claims, costs, penalties, charges, fines, expenses etc. as may be incurred or sustained by the Vendee on this account and shall also forthwith make good all losses and damages suffered by the Vendee.
- 9. The Vendee shall be entitled to get the Said Land mutated in its own name in the records of concerned revenue authorities and other concerned authorities on the basis of this Deed.
- 10. Simultaneously with the execution of this Deed, all the original title documents in respect of the Said Land, have been handed over by the Vendor to the Vendee.
- All the expenses of this sale deed viz. Stamp Duty, Registration Charges 11. etc. have been borne and paid by the VENDEE.
- That the Sale Deed is executed at Sohna, Gurugram, Haryana, and 12. Court(s) in Haryana, alone will have the exclusive jurisdiction over this Sale Deed to the exclusion of all other courts and the Deed shall be set to any construed in accordance with the laws of India.

For White House Infra Develo Pyrilid. Aprolem Director/Auth. Signatory

For Goel & Son's Davelopers Pvt. 13

IN WITNESS WHEREOF THE VENDOR AND THE VENDEE HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS SALE DEED ON THE DAY, MONTH AND YEAR, FIRST WRITTEN ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES;

(Vendor)

For White House Infra Davata, Partial. Director/Auth.Signatory

Authorised Representative

(Vendee)

For Goel & Son's Developers Pvt. Ltu.

Authorised Representative

WITNESSES

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Ram xinsas/8/0 sh. Horshand

Ryo Rithor Teh-Some

Councillor Ward No 18 Sohna (Gurgaon)

प्रतेख न:5127 दिनांक:27-10-2021 डीड का नाम SALE URBAN AREA WITHIN MC हीड सबंधी विवरण तहसीत/सब-तहसील सोहना गांव/शहर Khaika Khaika स्थित Khaika शहरी - स्युनिसिपल क्षेत्र सीमा के अन्दर अन्य क्षेत्र पता : KHAIKA भवन का विवरण भूमि का विवरण कृषि घाही 122 Kanal 26 Maria HE SEAL OF राशि 369900000 रुपये स्टाम्प इय्टी की राशि 25893000 क्पर्य स्टाम्प नं : GFY2021J1 स्टास्प रजिस्ट्रेशन फीस की राशि 50000 रूपये पेस्टिंग शुल्क 3 रुपये Drafted By: ANJU GUPTA ADV यह प्रतेष आज दिलांक 27-10-2021 दिन बुधवार समय 4:05:00 PM बर्ज शी/शीमती/कुमारी मैंसर्ज वाईट हाउस ईन्फ्रा डवलपर्स प्राठ लि0thru VIRENDER SINGHOTHER मैसर्ज वाईट हाउस इन्का इवलपर्स पा ति निवास द्वारा पंजीकरण हेत्री पस्तुत किया गया। Rendoren/ ्रायुक्ति मेर्डिक्य आप्निसी स्ट्राप् मैसर्ज वाईट हाउस ईन्फा डवलपर्स प्रा0 लि0 मैसर्ज वाईट हाउस इन्फ्रा डवलपर्स पा लि प्रतेख में वर्णित क्षेत्र नगर एवं यामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावैज को पंजीकृत करने से पूर्व सबंधित विभाग से अनापित्त प्रमाण पत्र प्राप्त कर तिया गया है | प्रतेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को बीकृत करने से पूर्व सबंधित विभाग से अनापित्त प्रमाण पत्र की आवश्यकता नहीं हैं। नांक 27-10-2021 मैसर्ज वाईट हाउस ईन्फ्रा डवलपर्स पा0 नि0 मैसर्ज वाईट हाउस इन्फ्रा इवलपर्स प्रा लि ायुग्यम् पर्वपम् भाष्की। (स्त्रहोतः) उपरोक्त केताव श्री/श्रीमती/कुमारी MS GOEL AND SONS DEVELOPERS PVT LTD thru AJAY GOELOTHER हाजिर है । प्रस्तुत प्रलेख के तथ्यों को दोनों पशों ने मुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि केता ने मेरे समश विकेता को अदा की तथा प्रतेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया दिनों पक्षों की पहचान श्री/श्रीमती/कुमारी RAM NIWASH पिता — निवासी RITHOJ व श्री/श्रीमती/कुमारी VIRENDER KUMAR पिता — निवासी SOHNA ने की | साक्षी मं:1 को हम नम्बरदार/अधिवक्ता के रूप में जागते हैं तथा वह साक्षी नं:2 की पहचान करता है। दिनांक 27-10-2021 उप/सर्वेक केरिकारी(सोहना) भयुक्त सब रजिस्ट्रार

5127

2021-2022







विक्रेता

क्रेता

HE SEAL SOHNA

उप/सय्ंक्त पंजीयन अधिकारी

विक्रेता :- thru VIRENDER शिक्षि शिक्ष वाईट हाउस ईन्फ्रा डवलपर्स प्रा0 लिए मैसर्ज वाईट हाउस इन्फ्रा डवलपर्स

क्रेता :- thru AJAY GOELOTHERMS GOEL AND SONS DEVELOPERS PVT

गवाह 1 :- RAM NIWASH Remmi WO

गवाह 2 :- VIRENDER KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5127 आज दिनांक 27-10-2021 को बही नं 1 जिल्द नं 1758 के पृष्ठ नं 96.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 3931 के पृष्ठ संख्या 53 से 56 पर चिपकाई गयी । यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंग्ठा मेरे सामने किये है |

दिनांक 27-10-2021

उप/सयंक्त पंजीयन अधिकारी(सोहना)

भयुवत सब रजिस्ट्राए