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INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



08/4/21

Certificate No.	: IN-UP63149095483481T
Certificate Issued Date	: 08-Apr-2021 12:41 PM
Account Reference	: NEWIMPACC (SV) up14120904/ MEERUT/ UP-MRT
Unique Doc. Reference	: SUBIN-UPUP1412090413744029583305T
Purchased by	: A R INFRAHEIGHTS PVT LTD
Description of Document	: Article 23 Conveyance
Property Description	: LAND AREA 1.01025 HECT SITUATED AT KH.NO-1478 AND 1486 AT VILL MALIYANA DISTT MEERUT
Consideration Price (Rs.)	: 3,71,00,000 (Three Crore Seventy One Lakh only)
First Party	: DIAMOND FINANCE LTD
Second Party	: A R INFRAHEIGHTS PVT LTD
Stamp Duty Paid By	: A R INFRAHEIGHTS PVT LTD
Stamp Duty Amount(Rs.)	: 28,53,500 (Twenty Eight Lakh Fifty Three Thousand Five Hundred only)



e-Stamp
Verified

LOCKED
D.R.O. 3, MRT

Please write or type below this line

For DIAMOND FINANCE LIMITED

Aravind
Director/Authorised Signatory



For A. R. INFRAHEIGHTS PRIVATE LIMITED

Aravind
DIRECTOR



KC. 0004106352

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

(2)

e-Stamp Cir. No. IN-UP43149095483481T

SALE DEED

SALE DEED FOR Rs. 3,71,00,000/-

CIRCLE RATE VALUE Rs. 4,07,64,000/-

STAMP DUTY Rs. 28,53,500/-

CIRCLE RATE OF LAND Rs. 6,600/- Per Sq. Mtrs.

THIS SALE DEED is made on this **08th** day of **April 2021** by and between:

DIAMOND FINANCE LIMITED (PAN No. AAACD0602L), a company incorporated and registered under the Companies Act 1956, and having its registered office at-FF-08, Tower-1, Pearls Omaxe, Netaji Subhash Place, Pitampura, New Delhi – 110034, (hereinafter referred to as “**Vendor**”, which expression shall, unless it be repugnant to the context or subject thereof, be deemed to mean and include its successors and permitted assigns), duly represented by its authorized signatory Mr. Rakesh Kumar Kataria S/o Late Sh. Ishwar Chandar Kataria R/o 206, Sec-45, Gurgaon-122003 who have been duly authorized vide Board Resolution dated 16.07.2020, of the **FIRST PART**;

AND

A. R. INFRAHEIGHTS PRIVATE LIMITED (PAN No. AALCA6092N), a company registered and incorporated under the provisions of the Companies Act, 1956, and having its registered office at A-312, Meerut Mall, Delhi Road, Meerut, Uttar Pradesh – 250002 (hereinafter referred to as “**Vendee**”, which expression shall, unless it be repugnant to the context or subject thereof, be deemed to mean and include its successors and permitted assigns), duly represented by its Director Sh. Atul Gupta S/o Sh. Ramesh Chand R/o 39/16, Shivaji Road, Meerut who have been duly authorized Vide Board Resolution dated 22.06.2020, of the **SECOND PART**.

For DIAMOND FINANCE LIMITED


Director/Authorised Signatory

For A. R. INFRAHEIGHTS PRIVATE LIMITED


DIRECTOR



Nitin Goel
NITIN GOEL
Advocate



Nitin Goel
NITIN GOEL
Advocate



Nitin Goel
NITIN GOEL
Advocate



Nitin Goel
NITIN GOEL
Advocate



(3)

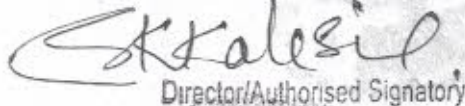
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The Vendor and the Vendee are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

1. The Vendor is the lawful owners, having sufficient rights, title and interest and is in possession of the total land admeasuring 1.01025 hectares or 10,102.50 sq. mtrs. located in khasra no. 1478, 1486 revenue Village Maliyana, Pargana, Tehsil and Distt - Meerut, Uttar Pradesh, out of which khasra no. 1478 area 2777.50 sq. mtrs. was purchased from Sh. Banwari S/o Sh. Bhagwana, Prem Chand and Raj Kishor both Son of Late Sh. Horam and Sh. Deep Chand, Daya Chand and Raj Pal all son of Late Sh. Jhabbar Singh All R/o Village Maliyana, Pagana, Tehsil & Distt. Meerut vide sale deed dated September 5, 2005 duly registered in the office of Sub-Registrar – 3rd Meerut on book no.1, volume 2999 on page 139 to 176 at sl. no. 7391 on September 7, 2005 and khasra no. 1486 area 7325 sq. mtrs. was purchased from Mrs. Chaman Kali W/o Late Sh. Munshi Lal & Sh. Suresh Chand, Mr. Naresh Kumar and Mr. Umesh Kumar all sons of Late Sh. Munshi Resident of Village Maliyana, Pargana Tehsil and Distt. Meerut vide sale deed dated August 25, 2008, registered in the office of Sub-Registrar – 3rd Meerut on book no.1, volume no. 2986 on page 39 to 90 at sl. no. 7063 on August 25, 2005, (**Hereinafter referred to as Said Land**);
2. The Vendee has approached the Vendor and has expressed its desire to purchase the Total Land for a total consideration of Rs. 3,71,00,000/- (Rupees Three Crore, Seventy One Lakh Only) ("**Consideration**") out of which some part is to be paid through post dated cheques (the details of

For DIAMOND FINANCE LIMITED


Director/Authorised Signatory



For A. R. INFRAHEIGHTS PRIVATE LIMITED


DIRECTOR



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which has been given at the foot of this deed) to be realized post execution of this Sale Deed. It has been specifically agreed between the Parties that if any of the post dated cheques is bounced back or not honored, the same shall be construed as an event of default and this Sale Deed shall be considered as null and void. However, it is agreed between the Parties that if any of the post dated cheques is dishonored due to any technical reason (*other than insufficient funds or stop payment on the part of the Vendee*), the Vendee shall make the payment towards the amount mentioned in dishonored cheque through real time gross settlement / electronic transfer / demand draft, within 7 (Seven) days from the date of dishonor of such post dated cheque, failing which, this Sale Deed shall stand cancelled and shall be considered as null and void.

NOW, THEREFORE, this Deed of Sale of Total Land for good and valuable consideration witnesseth as follows:

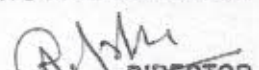
1. The recitals shall form an integral part of this Sale Deed and shall be deemed to be reproduced in the body of this Sale Deed.
2. That in consideration of the sum of **Rs. 3,71,00,000/- (Rupees Three Crore Seventy One Lakh Only)** paid by the Vendee to the Vendor, the details of which are more appropriately mentioned in Schedule – 1 attached hereto, the receipt of which is hereby acknowledged by the Vendor, the Vendor hereby relinquish, grant, convey, sell, transfer and assign all their rights, and interest in the Total Land in favor of the Vendee and the Vendee shall be the lawful, absolute and undisputed

For DIAMOND FINANCE LIMITED


Director/Authorised Signatory



For A. R. INFRAHEIGHTS PRIVATE LIMITED


DIRECTOR



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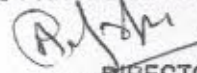
owner of the Total Land subject to realization of all the post dated cheques (as mentioned in Schedule – 1 attached hereto) by the Vendor.

3. That the Vendor has delivered the peaceful, clean and vacant legal and physical possession of the Total Land to the Vendee, free from all encumbrances, charges and demands whatsoever and the Vendee shall use the Land as per its own will and the Vendee shall not be entitled to create any kind of encumbrance including mortgage, interest, right, title, security interest, agreement to sell, hypothecation etc. over the Total Land or any part thereof in favor of any person till realization of all the post dated cheques forming part of Consideration. The Vendor will sign the documents whenever the Vendee requires for the entry of name of Vendee mutated in revenue records. However, upon occurrence of an event of default and cancellation of this Deed as mentioned in this Deed, the Vendor shall be entitled to approach to concerned Government authority(ies) for re-entering their names in the relevant records of the Government authorities.
4. The Vendor are duly authorized and have the necessary authority to sell the Total Land and there is no statutory bar or prohibition to sell or transfer the Land.
5. That right and title in the Total Land subsists only with the Vendor and except the Vendor, no one else has / have any right title, interest or claim whatsoever or howsoever in any manner in the Total Land and the Vendor have full, unfettered and unrestricted right power and absolute authority to sell, transfer, convey and assign the Total Land and are fully

For DIAMOND FINANCE LIMITED


Director/Authorised Signatory

For A. R. INFRAHEIGHTS PRIVATE LIMITED

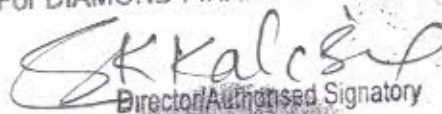

DIRECTOR



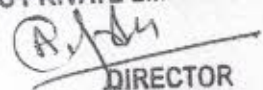
competent to execute this Sale Deed and to sign all necessary documents in this regard.

6. That there is no agreement(s), prohibitory orders or any attachment orders of or otherwise any liabilities in respect of the Total Land or any part thereof.
7. That the Vendor do hereby declare that all the charges and payments relating to tax, encumbrances etc in respect of the Total Land up to the date of the execution of this Sale Deed, shall be borne and paid by the Vendor and the Vendee shall be responsible for payment of any taxes etc. from the date of execution of this Sale Deed. In case of any default on the part of the Vendee in realization of the Consideration through post dated cheques, then this Deed shall stand cancelled and the Vendor shall refund the Consideration amount received by them to the Vendee in its bank account. However, the Vendor shall not be entitled to refund or reimburse any amount spent by the Vendee towards any expense or anything to be done on the Total Land post execution of this Deed.
8. Each Party hereby irrevocably and unconditionally agree to fully indemnify and to hold the other Party fully harmless from and against any and all liabilities, losses, damages, costs, claims, expenses penalties, charges or the like (collectively "losses") which may be suffered or incurred by such Party on account of breach of any representation, warranties, covenants, terms and conditions of this Sale Deed on the part of other Party.
9. That the Vendor hereby declares, assures, represents and warrants to the Vendee that the Vendor are the rightful owner of the Total Land with full

For DIAMOND FINANCE LIMITED


Director/Authorised Signatory

For AIRCRAFT HEIGHTS PRIVATE LIMITED


DIRECTOR

(7)

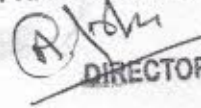
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- right to deal with the same. The Vendor further declares and assures the Vendee that the Total Land under sale is free from all sorts of encumbrances, charges, mortgages, liens. Disputes and defects in the title.
10. That the Vendor have neither done nor been party to any act whereby their rights, title and interest in the Total Land may, in any way, be impaired or whereby the Vendor may have been prevented from transferring the Total Land.
 11. That the Vendor declare that they have neither received any notice under section 4 / section 6 of Land Acquisition Act 1894, nor under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, in respect of the Total Land.
 12. That the Vendor have paid or shall pay all dues i.e. property tax, water and electricity charges, interests / penalties, if any, or any other dues and demands of the concerned authorities as per the relevant bills received from the concerned authorities or any assessment made or to be made by the authority / department concerned, in respect of the Total Land up to the date of the execution of this Deed and thereafter all the said demands, charges and bills shall be paid and borne by the Vendee. However, in case any dues taxes charges levies, demands, penalties are found pending and /or payable for the period up to the date of execution of the Deed, even if the same are received / raised, at a later stage after execution of the Deed, then the same shall also be borne and paid by the Vendor.
 13. The Total Land is neither the subject matter of any HUF (Hindu Undivided Family) nor does it belong to a joint hindu family and no part of the Total Land is owned by any minor and / or no minor has any right,

For DIAMOND FINANCE LIMITED


Director/Authorised Signatory

For A. R. INFRAHEIGHTS PRIVATE LIMITED


DIRECTOR




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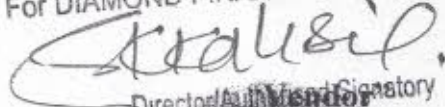
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first above written under their respective signatures and in the presence of following witnesses.

For Diamond Finance Limited

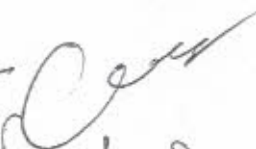
STO-1 
कार्पल जर्ज एम. मोहम्मद कौज
R/o 179, एलिफ पाइ, मेरु

For DIAMOND FINANCE LIMITED


Director/Authorized Signatory

Authorised Signatory

Name: Mr. Rakesh Kumar Kataria

STO-2 
श्री. खेमराज गो. अग्रवाल शर्मा
R/o 1327, 26 हाउस R. मेरु

For A. R. INFRAHEIGHTS PRIVATE LIMITED

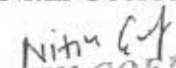
For A. R. INFRAHEIGHTS PRIVATE LIMITED


DIRECTOR

(Director)

Name: Atul Gupta

DATED 08.04.2021 Written & Drafted by Nitin Goel Adv. Meerut.


NITIN GOEL
Advocate

आवेदन सं०: 202100734021506

बही संख्या 1 जिल्द संख्या 14954 के पृष्ठ
25 से 52 तक क्रमांक 5241 पर दिनांक
08/04/2021 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Sachin Singh

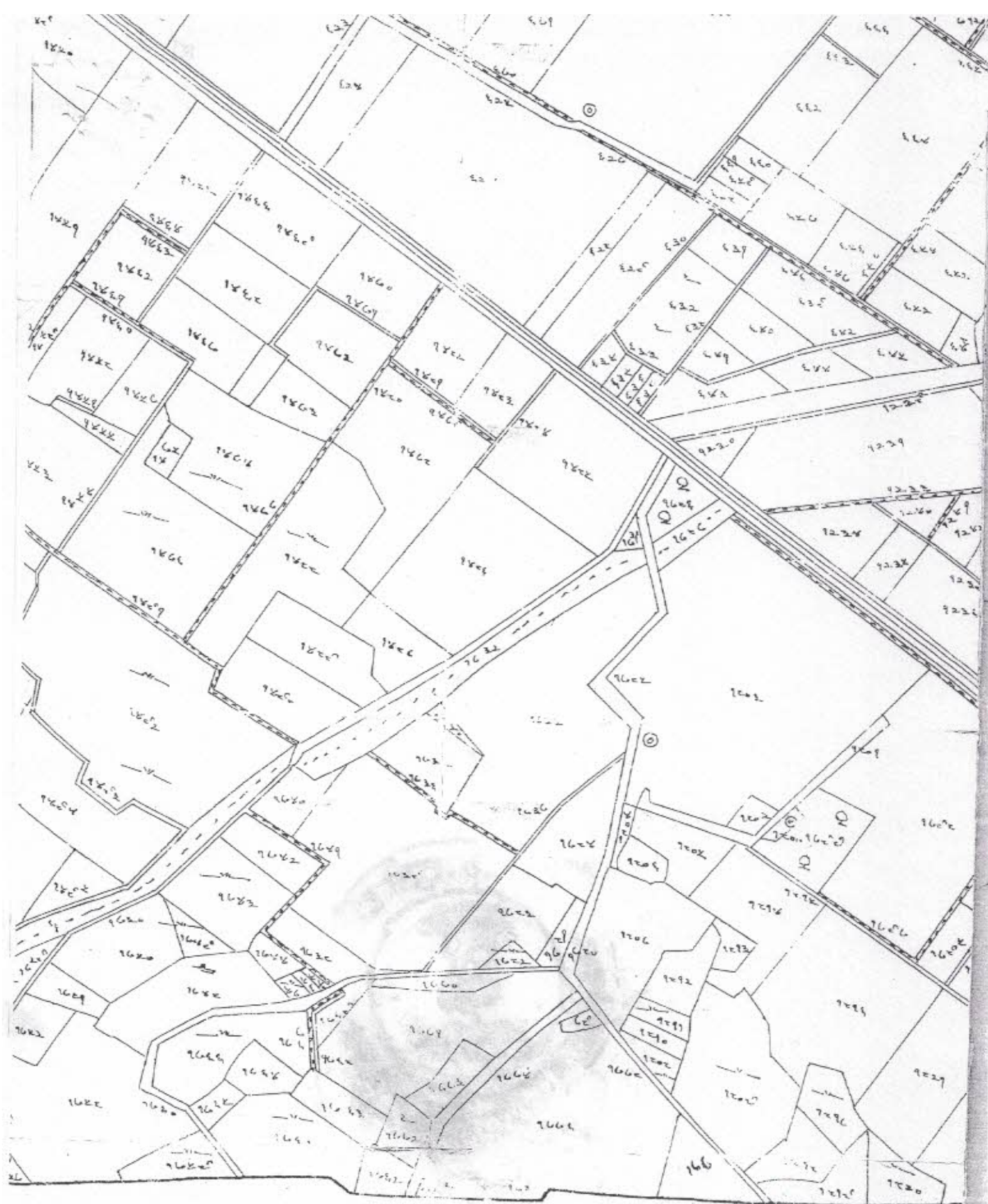
सचिन सिंह

उप निबंधक : सदर तृतीय

मेरठ

08/04/2021





For DIAMOND FINANCE LIMITED

S. Kalash
Director/Authorised Signatory

For A. R. INFRAHEIGHTS PRIVATE LIMITED

A. R. Infraheights
DIRECTOR