



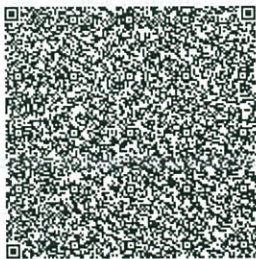
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL41460011063422K
 Certificate Issued Date : 06-Nov-2012 01:56 PM
 Account Reference : IMPACC (IV)/ dl716803/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL71680382960867479863K
 Purchased by : LAKSHMI MISRA
 Description of Document : Article 23-A Sale Agreement
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : LAKSHMI MISRA
 Second Party : NA
 Stamp Duty Paid By : LAKSHMI MISRA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



.....Please write or type below this line.....

AGREEMENT TO SELL

This agreement to sell is executed on this 12th day of November, 2012 at New Delhi by and between.

1. Mrs. Lakshmi Misra, wife of Col. Dr. M. S. Misra, resident of B – 429, New Friends Colony, Delhi- 110065, hereinafter called the "Seller".

And

2. M/s. Shriram Rayons (a unit of DCM Shriram Industries Ltd.), a company incorporated under the Companies Act, 1956 and having its registered office at 6th Floor, Kanchenjunga Building, 18, Barakhamba Road, New Delhi -110001, hereinafter called the "Purchaser".

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"



Lakshmi Misra *Shriram Rayons*

The expressions Seller and Purchaser shall mean and include their respective representatives, administrators and assigns.

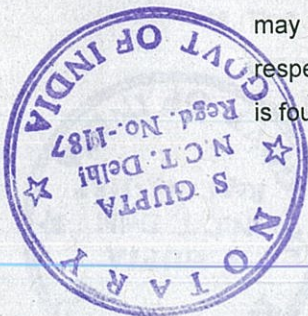
WHEREAS the Seller is the sole and absolute owner of a commercial flat bearing No. 406 Akash Deep Building, 26A, Barakhamba Road, New Delhi, admeasuring 708 Sq.feet on the basis of flat buyers' agreement dated 22.4.1969 and other flat transfer documents executed by M/s. Ansal Properties & Infrastructure Ltd. in favour of seller herein, hereinafter referred to as the "said flat"

AND WHEREAS the said flat is at present rented out to M/s. DCM Shriram Industries Ltd. (Unit: Shriram Rayons) at monthly rent of Rs.2843/- (Rupees Two Thousand Eight Hundred Forty Three Only).

AND WHEREAS the seller has agreed to sell the said flat to the purchaser for a total sale consideration of Rs.1,10,00,000/- (Rupees One Crore Ten Lacs only) and the Purchaser has agreed to purchase the same on the terms and conditions stipulated hereunder:

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:

1. That the total sale consideration of the said flat is agreed at Rs.1,10,00,000/- (Rupees One Crore Ten Lacs only). The purchaser has paid Rs.10 lacs vide cheque No.049839 and balance of Rs.1,00,00,000/- (Rupees One Crore), the Purchaser has agreed to pay to the seller through bank draft(s) simultaneously with the signing of this Agreement.
2. That the seller will facilitate to get all his rights, title and interest in the said flat transferred in favour of the purchaser in the records of M/s. Ansals Properties and Infrastructure Ltd. at the cost & expenses of the purchaser. The transfer charges payable to M/s. Ansal Properties and Infrastructure Ltd. for transferring the said flat in favour of the purchaser, shall also be paid by the purchaser.
3. That the proprietary possession of the said flat is already with the purchaser and shall be deemed to have been handed over by the seller to the purchaser, simultaneously with the signing of this agreement and payment of full & final sale consideration.
4. That the seller shall execute all documents that will be required for the completion of any acts, deeds and things regarding the said flat, the seller will cooperate, execute, sign and present the same.
5. That the purchaser has agreed to purchase, acquire and obtain the said flat from seller on the condition that seller undertakes to indemnify and keep harmless the purchaser from the losses which may be suffered by the purchaser due to any act, deed or things done or got done by the seller in respect of the said flat after the completion of the sale or in case the title of the seller of the said flat is found to be defective.



[Handwritten signature] *[Handwritten initials]*

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6. That the seller confirms to the purchaser that it has not entered into any agreement with anybody for the sale, transfer of the said flat prior to the execution of this agreement to sell, and if entered into, the same will be treated as cancelled, null and void.
7. That the seller has given clear understanding and guarantee at the time of entering into this agreement that it has the exclusive ownership of the said flat and the flat is free from all encumbrances, mortgage, gift, exchange, court injunction, dispute, court decrees and attachments except the case of eviction pending in court of competent jurisdiction, if proved otherwise, the seller will be liable and responsible for the same.
8. That dues demands, taxes including municipal taxes, duties, liabilities, or any other outgoing upto the date of this agreement, will be paid by the seller and thereafter the same will be paid by the purchaser.
9. That the seller has assured the purchaser that there is no charge or attachment against the said flat by any Central or State Government or Semi Government department or Authorities.
10. That all the original documents relating to the said flat such as demand notice, allotment letter, possession letter, receipts of payments and other relevant documents in possession of the seller has been handed over to the purchaser, at the time of final payment by the purchaser to the seller.
11. That the seller and the purchaser have given their consent to the above conditions without any reservations.
12. That this agreement is based on certain assurances given by the seller as described in this agreement and in case any discrepancy/falsification is found then the seller shall indemnify and hereby indemnifies the purchaser for any kind of loss in term of money or otherwise caused to the purchaser.
13. That if the seller infringes upon the terms and conditions of this agreement the purchaser shall be entitled to get the same implemented through court of law by specific performance of this agreement; however if the purchaser fail to fulfill the terms of this agreement within 30 days of this agreement, the advance shall be forfeited (without any notice) and the agreement shall stand terminated.
14. That in the eventuality of any dispute between the parties on any matter relating to the said flat/this agreement/transaction or any matter incidental thereto, the same shall be referred for arbitration in terms of Arbitration and Reconciliation Act, 1996 whereby one arbitrator will be appointed by each of the two parties and the umpire by the two arbitrators. The decision of the arbitrators shall be final and binding on the parties and will be subject to Delhi jurisdiction only.
15. That the seller, simultaneously with signing of this Agreement will withdraw the eviction suit filed against the Purchaser and pending in the Court of Sh. Manoj Kumar, Rent Controller, Patiala House, New Delhi.



A handwritten signature in blue ink, appearing to read "S. Gupta", written over a horizontal line.

A handwritten signature in blue ink, appearing to read "U-7-2", written over a horizontal line.

Contd..3

IN WITNESS whereof both the parties have signed this agreement to sell on the aforesaid date in the presence of the following witnesses.

WITNESSES:

1.

SUNIL BAKHT

E-7/3 VASANT VITHAN

N. No. : 110057

2.

R. S. Agrawal

PG-6/315B Paschim Vihar
New Delhi - 110063

SELLER

PURCHASER

Authorised Signatory
DCM Shriram Industries Ltd.
(Unit: Shriram Rayons)
Akash Deep Building, 5th Floor,
Barakhamba Road, New Delhi-1

ATTESTED

NOTARY PUBLIC
NCT DELHI

19 NOV 2012

