



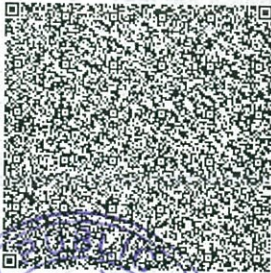
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL77118649946418M
 Certificate Issued Date : 09-Jul-2014 06:15 PM
 Account Reference : IMPACC (IV)/ dl716803/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL71680351132287839641M
 Purchased by : SATSAHIB SECURITIES PVT LTD
 Description of Document : Article 23-A Sale Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SATSAHIB SECURITIES PVT LTD
 Second Party : Not Applicable
 Stamp Duty Paid By : SATSAHIB SECURITIES PVT LTD
 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 10th day of July, 2014 at New Delhi by and between.

1. M/s.Satsahib Securities Pvt. Ltd through Director Mr.A.P. Agarwal ,Regd.office 4 I,4th floor,DCM Building, 16, Barakhamba Road, New Delhi-110001, 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".

For Satsahib Securities Private Limited

Signature of Mr. A.P. Agarwal

For DCM Shriram Industries Ltd.

Signature of Mr. Shriram Rayons

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

11 JUL 2014

Director

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. 405 Akash Deep Building, 26A, Barakhamba Road, New Delhi, admeasuring 440 Sq.feet on the basis of flat buyers' agreement dated 22/04/1969 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.2750 /- (Rupees Two Thousand Seven Hundred and Fifty Only).

AND WHEREAS the seller has agreed to sell the said flat to the purchaser for a total sale consideration of Rs 92,40,000/- (Rupees Ninety Two lacs forty thousand only) and the Purchaser has agreed to purchase the same on the terms and conditions stipulated hereunder:

NOW THIS AGREEMENT TO SELL WITNSSETH AS UNDER:

1. That the total sale consideration of the said flat is agreed at Rs. 92,40,000/- (Rupees Ninety Two lacs forty thousand only). The Purchaser has agreed to pay to the seller through Cheque(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. Ansal Properties and Infrastructure Ltd. at the cost & expenses of the seller. 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.
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.

For Satsahib Securities Private Limit

anand

Director/Authorised Signatory

For DCM Shriram Industries Ltd.

[Signature]

Director



Contd...

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, 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 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.

For Satsahib Securities Private Limited

Anand
Director/Authorised Signatory

For DCM Shriram Industries Ltd.



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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. R. S. Agrawal
Shriram Rayons
Anash Deep, B.K.RD, New Delhi

2. MADHAUJI A. ARWAZ
7/2 Rajan Road Civil Lines
Satyam Apartment Delhi-110054

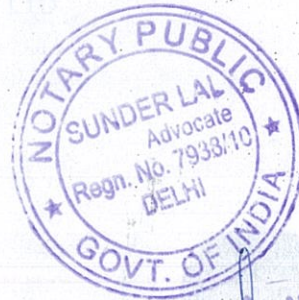
For Satsahib Securities Private Limit

anand

SELLER Director/Authorised Signatory

For DCM Shriram Industries Ltd.

PURCHASER Director



11 JUL 2014
 ATTESTED

NOTARY PUBLIC
 (Govt. of India)

11 JUL 2014