



INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Signature : *[Signature]*
ACC Name : Jav Prakash Tyagi
ACC Code : UP14015404
ACC Address : Dab, Gautam Buddh Nagar
Mobile No. : 9871591299
License No.: 187

Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)
First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

: IN-UP23761569848357U
: 14-Oct-2022 04:16 PM
: NEWIMPACC (SV)/ up14015404/ GAUTAMBUDDH NAGAR 1/ UP-GBN
: SUBIN-UPUP1401540439977656628275U
: SHRESID INTERIORS PVT LTD
: Article 5 Agreement or Memorandum of an agreement
: D153, HOSIERY COMPLEX, NOIDA, G.B. NAGAR, UTTAR PRADESH
: 201301
: SHRESID INTERIORS PVT LTD
: ANJANA GUPTA
: SHRESID INTERIORS PVT LTD
: 100
: (One Hundred only)



[Signature]

Please write or type below this line

IN-UP23761569848357U

For SHRESID INTERIORS PVT. LTD.

Authorised Signatory

Anjana

Sey

Statutory Alert:

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

AGREEMENT TO SELL

This AGREEMENT TO SELL is made and executed at NOIDA on this the 1st day of November, 2022

BETWEEN

M/S SHRESID INTERIORS PVT. LTD. HAVING ITS REGD. OFFICE AT NEAR INSTITUTE FOR BLIND, PANCHKUIN ROAD, NEW DELHI-110001 vide CIN No. U74994DL1995PTC074789, PAN No. AABCS4775N THROUGH ITS AUTHORISED SIGNATORY MR. VIMAL PRAKASH SON OF SHRI SHIVANAND SHARMA RESIDENT OF 44-G, POCKET A1, MAYUR VIHAR, PHASE-3, DELHI - 110096, Aadhar No. 553620101999 authorized vide Board Resolution dated 03.03.2021 passed the by Board of Directors of the Company, hereinafter called the "VENDOR" (which expression unless repugnant to the context thereto or meaning thereof shall include the administrators, authorized / legal representatives and permitted assigns) OF THE ONE PART.

AND

SMT. ANJANA GUPTA (AADHAAR NO. XXXX XXXX 0039, PAN-AAEPG8925A) wife of SHRI SURESH KUMAR GUPTA resident of B-51,INDERPURI, I.A.R.I. CENTRAL DELHI 110012, of the second part, hereinafter called the VENDEE (which expression unless repugnant to the context thereto or meaning thereof shall include the administrators, authorized / legal representatives and permitted assigns) OF THE OTHER PART.

WHEREAS the expression of the words of the VENDOR AND THE VENDEE shall mean and include their legal heirs, successors, assignees, nominees, executors, administrators and legal representatives and any person or persons claiming through or in trust for them respectively.

WHEREAS the VENDOR aforesaid is the owner of leasehold rights in Ten (10) industrial plots bearing nos D-149 to D-153 & D-178 to D-182, Hosiery Complex, Noida Phase - 2 Extn, NOIDA, Uttar Pradesh

SHRESID INTERIORS PVT. LTD.

VVRS

Authorised Signatory

Anjana

admeasuring 1000 square meters each, that were allotted to it as one allotment through a 90 year Lease Deed dated 9.01.1997 by NOIDA, duly registered before the Sub-Registrar on 10.01.1997. The VENDOR has built upon the said Industrial Plots and been issued Functional Certificate dated 22.05.2006 for the continued manufacturing activity therefrom.

AND WHEREAS the VENDOR on 22.06.2022 applied to the NOIDA for a grant of permission to transfer the plots to a different individual transferee. NOIDA vide its communication dated 15.09.2022, accepted the request referring to its policy permitting individual transfers to different transferee in case of more than one industrial property(ies) allotted as one allotment.


AND WHEREAS the VENDOR being the TRANSFEROR, OWNER AND IN POSSESSION OF AN INDUSTRIAL BUILT UP PROPERTY No. 153, **AREA MEASURING 1000 Sq. Mtrs.**, SITUATED IN **BLOCK D, OF HOISERY COMPLEX**, WITHIN NOIDA PHASE - 2 EXTN, DISTT. GAUTAM BUDH NAGAR, U.P., with built up area 6000 Sq. ft. duly allotted by the NOIDA AUTHORITY, hereinafter referred to as the "SAID PROPERTY".

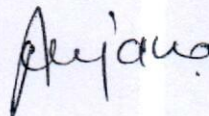
AND WHEREAS the VENDOR aforesaid is desirous to sell the above Said Property to the VENDEE on 'as is where as basis' and the VENDEE has also agreed to purchase the same for the total Sale consideration of **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs Only)**.

AND WHEREAS the VENDEE has seen all the documents and papers establishing the title of the VENDOR and permission granted as referred to hereinbefore and satisfied itself and accepted the VENDOR's title as marketable.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the VENDOR and the VENDEE, intending to be legally bound, agree to the terms set forth below.

For SHRESID INTERIORS PVT. LTD.


Authorised Signatory



NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:

1. That the VENDOR has agreed to sell and the VENDEE has agreed to purchase the Said Property for a total sale consideration that has been settled as **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs Only)** between both the Parties.
2. That the VENDOR has received a sum / advance payment / earnest money of **Rs.65,00,000/-(Rupees Sixty Five Lakh Only)** from the VENDEE at the time of execution of this agreement to sell and the payment of the above said amount has been made by the VENDEE to the VENDOR in the following manner:

MODE OF PAYMENT

AMOUNT

MODE OF PAYMENT

DATED

AMOUNT

Vide Cheque No. 883646

31.10.2022

Rs.35,00,000/-

Vide Cheque No. 883647

01.11.2022

Rs.30,00,000/-

Both drawn on SBI, INDERPURI

NEW DELHI 110012

Total

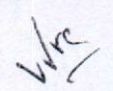
Rs. 65,00,000/-

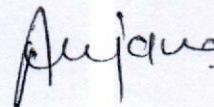
3. That the remaining balance of Rs. 1,85,00,000/- (Rupees One Crore Eighty Five Lakh Only) shall be paid by the VENDEE to the VENDOR of at the time of execution and registration of final transfer deed within 90 days from the date of this agreement to sell.

The VENDEE shall pay the VENDOR 15% interest on the outstanding sum for the delay period if the Transfer Deed is not executed/registered by the VENDEE within above 90 days from the date of Agreement to Sell.

4. That the VENDOR undertakes to execute any and all documents required to apply for and obtain the "No Objection Certificate" from the PROJECT ENGINEER (JAL), NOIDA and "No Dues Certificate" from Industrial Area Account, NOC form SSI, NOIDA and no dues certificate from concerned electricity department.

For SHRESID INTERIORS PVT. LTD.


Authorised Signatory



5. Further, the VENDOR assures that there are no outstanding against sale tax, term loan from financial institutions/ bank, excise, DIC and other department whatsoever that may impediment or hinder the proposed transfer and, if any exist, then it shall obtain NOC/NDC respectively where so required.
6. That both VENDOR and VENDEE undertake to apply for and obtain the permission to TRANSFER the Said Property in favour of the VENDEE from the NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY including the execution of the Transfer Application Form and any and all documents related therefrom at the cost and expense of the VENDEE; and VENDOR shall get the TRANSFER DEED/ SALE DEED registered in favour of the VENDEE after issue of such transfer permission.
7. That in case any penalties are imposed by the authority for any default / offence committed upto date of execution of Agreement to Sell of the Said Property in favour of the VENDEE, the same shall be payable by the VENDOR and any unpaid dues upto transfer deed against the Said Property shall also be the responsibility of the VENDOR.
8. That the VENDOR assures the VENDEE that the said property is free from all sorts of encumbrances such as gift, sale, exchange, disputes, litigations, injunctions, attachment and decree of any court of law and there is no defect in its title.
9. That the VENDOR has assured and represented to the VENDEE that it has sole, absolute, exclusive, full and unfettered right and power of disposal without any restriction and/or any right, title, share, claim or interest of anyone else. The VENDOR further covenants that it has never put the said property into the hotch potch of the Hindu Undivided Family and is its absolute and exclusive property and it is the absolute owner thereof and that it or its members/ directors, either in their personal capacity or through their GPA, have never entered into any Agreement to Sell with anyone else.

For SHRESID INTERIORS PVT. LTD.

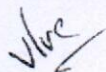
Vive

Authorised Signatory

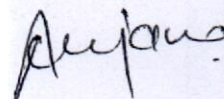
Arijas

10. The VENDEE will be entitled to get the Said Property mutated and transferred in his own name or in the name of the nominee in the relevant records of the concerned Authorities.
11. That herein after all rights of the Said Property shall vest in the VENDEE and VENDOR shall have not any right whatsoever in the same expect receiving the balance consideration.
12. That all dues, charges, penalties, levies etc. against the Said Property shall be liability of the VENDOR which they will get cleared before the execution of this agreement to sell so as to convey a complete and fair to the VENDEE.
13. That any and all expenses incurred in the proposed transaction including Transfer Deed/Sale Deed with Transfer Charges, stamp duty, registration fee etc., will be borne by the VENDEE.
14. The VENDOR hereby warrants and represents that the Said Property has clear marketable title and further unconditionally undertakes to indemnify the VENDEE, against any defect in title and / or claim, suit, legal proceeding, demand or any other proceeding in respect of any right, claim, demand, interest regarding the Said Property, which has arisen or accrued, or alleged to have arisen or accrued, or may arise or accrue.
15. That the VENDOR & its legal heirs, representatives, administrators, nominees, assignees etc. shall have been left with no right, title or interest of any nature whatsoever in the aforesaid property hereby sold, and the same upon execution of the Transfer Deed will become the property of the VENDEE absolutely and forever, with all the rights to transfer the same by way of sale, mortgage, gift, lease or otherwise, without any interruption, objection or obstruction.
16. That the VENDOR shall hand over the actual and vacant physical possession of the said property to the VENDEE on 'as is where as basis', on the spot at the time of execution of Transfer Deed.
17. That the VENDEE shall co-operate with the VENDOR in obtaining the permission to transfer from Noida Authority by

For SHRESID INTERIORS PVT. LTD.



Authorised Signatory



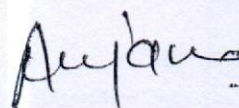
furnishing the required document, including any affidavit or statement etc.

18. The VENDEE accepts and acknowledges that the Transfer Memorandum i.e. the transfer permission if granted by NOIDA requires execution of the Transfer Deed after paying necessary transfer charges within 90 (ninety) days from the date of issue of the Transfer Memorandum. Further, a penalty is imposed by NOIDA in case of default. The Parties agree that the VENDEE may request through written prior notice of 7 days for additional time upto 60 (sixty) days from the end of 90 days period from the date of issue of Transfer Memorandum, in order to make the payment of the entirety of the Total Sales Consideration to the VENDOR together with interest as stated above as well as any and all transfer charges, penalty, etc that may be imposed on account of such transfer including delay. However, in the event that the VENDEE fails to make payment of the entirety of the Total Sale Consideration within the such condonable period of 60 days as above, then the VENDOR shall after issuance of notice of demand of 7 days have the right to terminate this Agreement on account of material default of the VENDEE while refunding only the amount of Part Payment i.e. payments made towards the Total Sale Consideration (without refund of any interest component thereon).
19. The VENDOR and the VENDEE agree and acknowledge that in the event of the VENDOR exercising its right to terminate this Agreement on account of the above material default/ breach, the present Agreement to Sell as well as Transfer Memorandum as issued by NOIDA shall stand determined and terminated from the moment of communication of exercise of such right by the VENDOR. Further, the VENDEE shall upon receipt of the Part Payment return to the VENDOR any and all copies of documents received by the VENDEE under the present Agreement and execute such document of acknowledgement of termination as well as withdrawal of the transfer application / Transfer Memorandum, as the VENDOR may require.
20. That according to law, the VENDEE shall deduct the TDS @1% or which is applicable from the total sale consideration at the time of execution of final Transfer Deed cum Sale Deed in respect

For SHRESID INTERIORS PVT. LTD.



Authorised Signatory



of the above Said Property and deposit the same in the government account & shall provide the receipt of the same to the VENDOR for their reference/record purpose

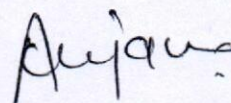
21. All or any disputes arising out of, touching upon, connected with, concerning or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion.
22. Any and all disputes, differences, issues or claims of whatsoever nature arising between the Parties in relation to or from this Deed (hereinafter "Disputes"), shall be finally adjudicated upon and settled by binding arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties agree as above to undertake conciliatory measures between contact person(s) prior to commencement of any arbitration proceedings; in case of failure of such conciliatory measures or non-resolution within a period of 30 days from the notice by any Party, the other Party may seek resolution of such Dispute by arbitration. The Arbitration shall be held in New Delhi under the Delhi High Court Arbitration Centre Rules. Parties consent to the jurisdiction of the courts in New Delhi for matters arising therefrom including any interim measures.

IN WITNESS WHEREOF BOTH THE PARTIES aforesaid have set their respective hands on this agreement to sell on the day, month and year first mentioned in the presence of the following witnesses.

WITNESSES

For SHRESID INTERIORS PVT. LTD.

VENDOR
Authorised Signatory



VENDEE

1.

2.

SITE PLAN FOR PLOT No D/14970153,
IN PHASE II EXT. IN NOIDA 17870182

PLOT AREA — 10,000 m²

N

12.0 m WIDE ROAD

D-177

178

179

180

181

D-182

18.0 m WIDE ROAD

D-154

D-153

15R

D-152

D-150

D-149

24.0 m WIDE ROAD

D-151

D-150

D-149

D-148

D-147

D-146

D-145

D-144

D-143

D-142

D-141

D-140

D-139

D-138

D-137

D-136

D-135

D-134

D-133

D-132

D-131

D-130

D-129

D-128

D-127

D-126

D-125

D-124

D-123

D-122

D-121

D-120

D-119

D-118

D-117

D-116

D-115

D-114

D-113

D-112

D-111

D-110

D-109

D-108

D-107

D-106

D-105

D-104

D-103

D-102

D-101

D-100

D-99

D-98

D-97

D-96

D-95

D-94

D-93

D-92

D-91

D-90

D-89

D-88

D-87

D-86

D-85

D-84

D-83

D-82

D-81

D-80

D-79

D-78

D-77

D-76

D-75

D-74

D-73

D-72

D-71

D-70

D-69

D-68

D-67

D-66

D-65

D-64

D-63

D-62

D-61

D-60

D-59

D-58

D-57

D-56

D-55

D-54

D-53

D-52

D-51

D-50

D-49

D-48

D-47

D-46

D-45

D-44

D-43

D-42

D-41

D-40

D-39

D-38

D-37

D-36

D-35

D-34

D-33

D-32

D-31

D-30

D-29

D-28

D-27

D-26

D-25

D-24

D-23

D-22

D-21

D-20

D-19

D-18

D-17

D-16

D-15

D-14

D-13

D-12

D-11

D-10

D-9

D-8

D-7

D-6

D-5

D-4

D-3

D-2

D-1

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

D-0

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

DEVELOPMENT DEPARTMENT-III

No. 129 /NOIDA/DM-III/ 97

Dated 9-1-97

POSSESSION ORDER FOR HAND OVER THE POSSESSION

Project Engineer
NOIDA.

Subject : Possession order of Industrial Plot No. 149 to 153 f
178 to 182 Block No. D
Sector Phase-II Extn. Measuring area 10000.00 Sq. Mts.

1. One Industrial Plot No. 149 to 153 f
178 to 182 Block No. D in sector Phase-II Extn. NOIDA
was allotted to M/s. Shresid Interiors Pvt. Ltd. having its regd. office at
129, Golf Links, New Delhi through Sh. Saijiv Lamba s/o Sh. Kailash
70 129, Golf Links, New Delhi-3
with reference to his application bearing registration No. NOIDA/SPL/1383/96 dated 20/8/96.
2. The lease deed of the plot has been executed on 9-1-97.
3. The Industrial plot on lease basis and the payment as per terms & conditions have been made by the allottee.
4. Possession of the above mentioned plot may kindly be handed over to M/s. Sh. Shresid Interiors Pvt. Ltd.
whose signatures duly attested are given on the enclosed paper with fifteen days from the date of issue of this letter i.e. 23-1-97.
5. It is requested that one copy of the possession certificate alongwith the site plan and other necessary papers bearing the signature of the person taken over the possession and signature of the concerned JE/APE may kindly be sent to this office of the undersigned & one copy directed to A.O. (IAA) within seven days for timely necessary action by him for further necessary of monthly installments.

ENCL. : As above

Assistant Law Officer

Copy to : for information and necessary action to :-

Sh. / M/s. Shresid Interiors Pvt. Ltd.

with the request that the possession of the plot may be taken over within fifteen days from the date of issue of this letter i.e. by 23-1-97 for this you may please contact Project Engineer concerned in Sector Phase-II Ext NOIDA. In case you fail to take over the possession within the stipulated period of the allottee plot the allotment of the plot made in your favour may be concerned.

(Signature)
Assistant Law Officer
NOIDA

नवीन ओखला औद्योगिक विकास प्राधिकरण, नोएडा

प्रशासनिक भवन, सेंक्टर-६, नोएडा, गाजियाबाद (उ०प्र०)

कब्जा प्रमाण पत्र

पत्र संख्या 124 / NOA D.I. D.M. III / 97

भावंटी का नाम एवं पता

दिनांक 14-1-97

M/s Shresid Interiors Pvt. Ltd.
Near Institute for the Blind
Punjab Road, New Delhi

मुखण्ड नम्बर 149 to 153 & 178 to 182

ब्लॉक नम्बर D

सेक्टर Phase-II Extn.

मुखण्ड की स्थिति

मुखण्ड का क्षेत्रफल वर्ग मी०

टिप्पणी

उत्तर Plot D-154, D-177

दक्षिण 18.0 m WIDE Road

10 (25.0 x 40 m)

10,000 m²

पूर्व 12.00 m WIDE Road

पश्चिम 24.0 m WIDE Road

10,000 m²

मैं/हम ने मुखण्ड नम्बर 149 to 153 & 178 to 182
दिनांक 14/1/97 को से लिया है।

ब्लॉक नम्बर D

सेक्टर Phase-II Extn. का कब्जा

मैं/हम इस मुखण्ड के आकार, क्षेत्रफल तथा निशानदेही से सहमत हैं/हैं। तथा इस मुखण्ड पर किसी प्रकार का अतिक्रमण नहीं है।

कब्जा देने वाले के हस्ताक्षर

[Signature]
अवर अभियन्ता 14/1/97

सिविल निर्माण ख० (मुख्य) नोएडा

कब्जा प्राप्त करने वाले के हस्ताक्षर

For Shresid Interiors Pvt. Ltd.

[Signature]

Director मुखण्ड स्वामी

पत्रांक नोएडा PE-IV 171, 971

दिनांक 14-1-97

प्रतिलिपि :-

1. मुखण्ड स्वामी।
2. विकास प्रबन्धक (मुख्य) 3/1
3. वरिष्ठ सहायिका (मुख्य) 3/1
4. मुख्य परियोजना अभियन्ता, नोएडा।
5. सहायक परियोजना अभियन्ता ()
6. अवर अभियन्ता।

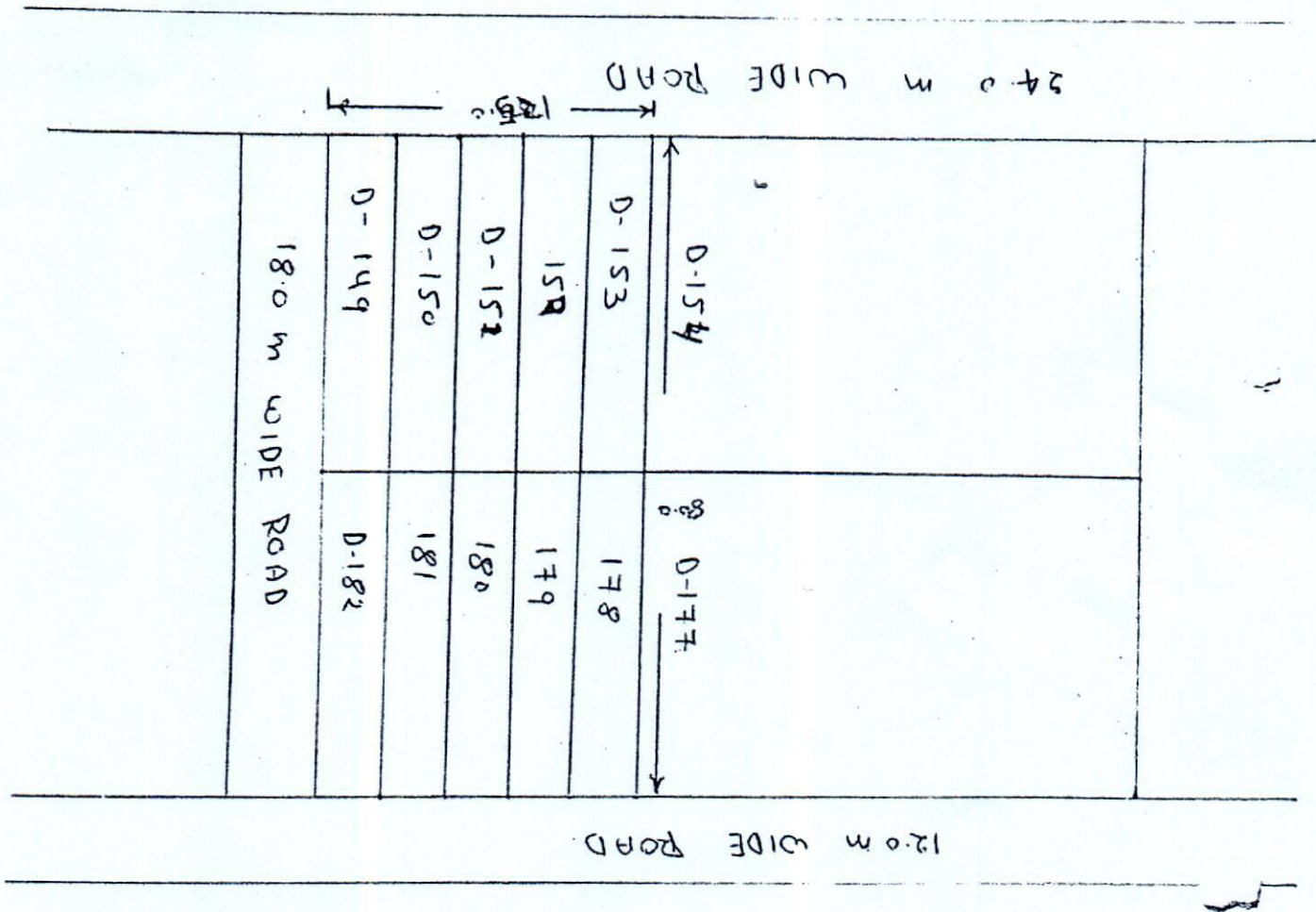
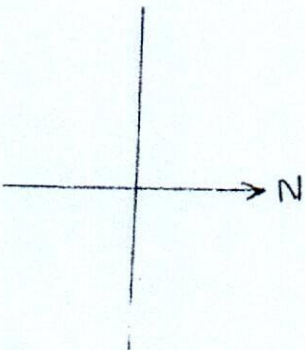
[Signature]

अवर अभियन्ता 14/1/97

सि० नि० खण्ड मुख्य नोएडा
[Signature]

SITE PLAN FOR LOT No D/14972153,
IN PHASE II EXT IN NORTH
17872182

PLOT AREA - 10,000 m²



IV
C.C.D
J.E. 21/11/97
J.E. 21/11/97

A.P.E
C.C.D