



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK51477476172788Q
Certificate Issued Date : 31-Jan-2018 02:02 PM
Account Reference : NONACC (SV)/ uk1211804/ ROSHNABAD/ UK-HD
Unique Doc. Reference : SUBIN-UKUK121180403729707197742Q
Purchased by : PURE AND CURE HEALTHCARE P LTD 26A 27 30 SEC8A HDR
Description of Document : Article Miscellaneous
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : PURE AND CURE HEALTHCARE P LTD 26A 27 30 SEC8A HDR
Second Party : NA
Stamp Duty Paid By : PURE AND CURE HEALTHCARE P LTD 26A 27 30 SEC8A HDR
Stamp Duty Amount (Rs.) : 100
 (One Hundred only)



राजु अग्रवाल, एलएसओ 105/2061
स्वाम्य विक्रेता, रोजनाबाद, हरिद्वार



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

PURE & CURE HEALTH CARE PVT. LTD.

For Lakhani Shoes & Apparels (P) Ltd.

Authorised Signatory

Director

This stamp paper is attached with Agreement to Sell
signed at Haridwar (Uttarakhand)

Between
Pure & Cure Healthcare (P) Ltd.,
And
Lakhani Shoes and Apparels (P) Ltd.,

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcllestamp.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.

AGREEMENT TO SELL

This Agreement is entered on 18th November, 2020 at Haridwar

BETWEEN

Lakhani Shoes And Apparels Pvt. Ltd., (CIN: U19202HR2005PTC035914) a Company governed by Companies Act, 2013 & having its Registered Office at Plot No. 130, Sector 24, Faridabad, Haryana – 121 005 represented by its Authorised Signatory / Director **Mr. Gunjan Lakhani** (DIN No. 00079800) hereinafter referred to as the "**First Party**" or the "**Transferor / Seller**" and shall mean and include their authorized representative, assigns, agents and attorneys unless repugnant to the context otherwise;

AND

Pure And Cure HealthCare (P) Ltd., (CIN: U24232DL2005PTC266385) a Company incorporated under the Companies Act, 2013 & having its Registered Office at 305, Third Floor, C-Block, Mohan Place, Saraswati Vihar – Delhi 110 034 & manufacturing units at Plot No. 26A, 27-30, Sector 8A, IIE, Sidcul, Haridwar, Uttarakhand – 249 403 represented by its authorised signatory **Mr. Sandeep Jain S/o. Shri D.C. Jain** ("**Second Party or the Transferee / Purchaser**") and shall mean and include its authorized representative, assigns, agents and attorneys on other Part;

The **First Party** and the **Second Party** are hereinafter individually referred to as a "**Party**" and collectively referred to as "**Parties**".

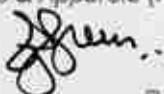
a) Whereas Transferor/seller has represented that State Industrial Development Corporation of Uttarakhand Limited (SIDCUL) (hereinafter referred to as "**Lessor**") has allotted Transferor/Seller leasehold rights of Plot No. 01, Sector 03, Integrated Industrial Estate (IIE) SIDCUL, Ranipur, Haridwar – 249403 (Uttarakhand) admeasuring 11745 Square meters more specifically defined in Schedule – I hereto (hereinafter referred to as the "**Land**") for a period of 90 (ninety) years vide Lease Deed dated 04.01.2006 duly registered with sub-registrar, Haridwar vide Book no. 07, Volume- 1696, Page nos. 491 to 766.

b) Whereas the Transferor/seller has further represented that up to the best of their knowledge the roof structure of building is designed and constructed to bear a load of 800kg per square meters. The Transferor/seller has further represented that the total construction is as per building plan in accordance with the approved plans, rules and regulations of State Industrial Development Authority (SIDA or other concerned local authority (hereinafter collectively referred to as the "**Building**").

c) The Transferor/seller has further represented that it has constructed built up area of approximately 128000 square feet, with built up shed and RCC and other building(s) standing in the plot of land along with temporary buildings and temporary partitions, roads, Electrical connections, fixtures and fittings, other superstructures; also trees, shrubs, etc. existing on the plot of land (other infrastructure).

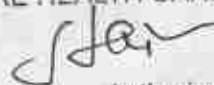
d) Whereas Transferor/seller is absolutely and legally seized and possessed of and otherwise well and sufficiently entitled to the Property i.e. Land Building and other infrastructure is the absolute owner and in possession of the property (i) the property is free from all encumbrances disputes, litigations, judgments, and / or any other charges and decree of any Court of law or otherwise(except that the Land & Building is currently mortgaged with Punjab National Bank, NIT Faridabad Branch, Haryana); (ii) Transferor/seller has not entered into any other agreements with any other party in

For Lakhani Shoes & Apparels (P) Ltd.



Director

PURE & CURE HEALTH CARE PVT. LTD.



Authorised Signatory

respect of the Property, and (iii) the transferor/seller has necessary authority & is free to sell the property (iv) Transferor/seller has assured that total land & building has not been sold or conveyed or transferred or delivered or alienated (except mortgaged with Punjab National Bank, NIT Faridabad Branch, Haryana) or entered into any agreement for assignment of lease hold rights or sales of land or building to any other person.

- e) Transferor/Seller has represented that Land & Building is currently mortgaged with Punjab National Bank, NIT Faridabad Branch, Haryana ("**Bank**") and Transferor/Seller to pay INR17,00,00,000/- (Indian Rupees Seventeen Crore only) to the bank for release of original property documents with respect to Land & Building situated at Plot No. 01, Sector 03, Integrated Industrial Estate (IIE), SIDCUL, Ranipur, Haridwar – 249403 (Uttarakhand).
- f) Whereas subsequent to the discussions between the Parties, the transferor/seller is desirous of transferring /selling all the rights, titles and interests of the '**the Land & Building**' together with other infrastructure to the transferee/purchaser and the Transferee/purchaser has agreed to purchase and acquire all the rights, titles and interests of the Transferor/seller in '**the Land & the Building**' together with other infrastructure on the terms and conditions contained hereinafter.
- g) The preamble of this Agreement to Sell constitutes a part & parcel of this Agreement to Sell.

Now, Parties hereby agrees to enter into this Agreement to Sell, on following terms & conditions:

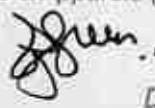
1. The Transferor/seller hereby agrees to sell to the Transferee/Purchaser and the Transferee/Purchaser agrees to purchase from the Transferor/Seller '**the Land & the Building**' together with other infrastructure as defined above, along with easements, titles, possession, appurtenances, fixture & fittings, power connection, water connection at site free from all encumbrances., charges (Land & Building is currently mortgage with PNB, NIT Faridabad), demands, mortgages, acquisition, requisition or notices thereof, (herein referred to as "**Property**") for a total consideration of INR 15,76,00,000/- (Indian Rupees Fifteen Crore Seventy Six Lakh only) subject to tax deduction at source as per the provisions of Income Tax Act.

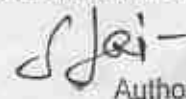
2. That the total consideration of INR 15,76,00,000/- (Indian Rupees Fifteen Crore Seventy Six Lakh only), shall be payable as under:

- a. INR1,56,02,400/- (Indian Rupee One Crore Fifty Six Lakh Two Thousand Four Hundred only) after deducting TDS @ 1% vide cheque no. **049244** dated 18.11.2020 drawn on HDFC Bank, Kailash Building, K.G. Marg, New Delhi receipt of which is hereby acknowledged by the Transferor/Seller i.e. Lakhani Shoes And Apparels Pvt. Ltd as an advance token amount.
- b. An amount of INR13,68,40,000/- (Indian Rupees Thirteen Crore Sixty Eight Lakh Forty Thousand only) will be payable by Transferee/Purchaser at the time of release of original property documents by Bank once remaining amount payable to Bank by Seller / Transferor will be arranged and paid directly out of its own funds, so that bank will release the original property documents immediately.
- c. Balance amount of INR50,00,000/- (Indian Rupees Fifty Lakh only) will be payable to Transferor/seller at the time of execution of termination / fresh lease deed / transfer papers and complete transfer of Land & Building in favor of Transferee/Purchaser in SIDCUL Haridwar and in the records of the Registrar / Sub-Registrar.

For Lakhani Shoes & Apparels (P) Ltd.

PURE & CURE HEALTH CARE PVT. LTD.


Director


Authorised Signatory

3. Upon receipt of token money of INR1,57,60,000/- (Indian Rupee One Crore Fifty Seven Lakh Sixty Thousand) as in para 2(a) the Transferor/seller shall :

- (i) Provide copies of map and approvals regarding Land & Building, photocopy of all title documents, the complete structural details & design, and copies of drawings / maps, documents confirming to load bearing capacity of each roof for 800kg per square meter along with architect's supporting document, photocopy of title documents & copies of other approvals for the verification of Transferee / Purchaser.
- (ii) sign execute termination / surrender letter for SIDCUL on its letter head.
- (iii) execute fresh transfer documents etc., & other documents, deeds & writings in the prescribed form of SIDCUL & other documents as required by SIDCUL.
- (iv) Handover documents as in schedule II to the Purchaser/Transferee.

4. All payments will be made by Second Party post deduction of TDS at the prevailing rates pursuant to the provisions of Income Tax Act, 1961.

5. The Transferor / Seller shall pay up to date outstanding lease rent & maintenance charges etc. to SIDCUL. Before processing transfer documents, the Transferor/Seller shall ensure that all outstanding of SIDCUL / SIDA will be cleared off. However, if Transferor/seller specifically requests the Transferee/Purchaser to pay such outstanding dues to SIDCUL / SIDA, then these charges will be deductible by transferee/purchaser from balance amount mentioned in clause 2(b) payable to the Transferor/seller. That Transferor/seller shall be fully responsible for SIDCUL / SIDA dues along with all other statutory & government including by not limited to electricity / power bills, water charges, Pollution charges, taxes etc. dues up to the date of execution of Termination Deed.

6. The Transferor / Seller shall also pay & clear all Electricity/ power bills and other outstanding bills of any other Government – Central, State or SIDCUL/SIDA.

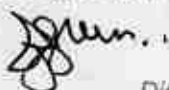
7. That upon the execution of this Agreement the Transferor/Seller shall allow access/entry to the Transferee/Purchaser to the property, provided that Transferee/Purchaser will not harm/alter the building or structure and will not keep any stock, raw material, plant and machinery or any other assets till complete possession is handed over.

8. The Transferor/Seller to enable the Transferee to implement its plan shall hand over the vacant possession of the property to transferee, free from all encumbrances and obtain no dues certificate / satisfaction of charge letter from bank after lease deed is registered. The Transferor / Seller shall also execute all documents concerning transfer of the property in favor of the transferee/purchaser in the records of SIDCUL and registration of documents with the Registrar / Court.

9. The Transferor/Seller shall be permitted to remove its furniture of office and guest house and the electricity generator. While taking out such furniture of office and guest house & electricity generator, Transferor/Seller should not damage the building or other infrastructure. The Transferor/Seller shall restore the damages at its own cost.

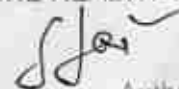
10. Transferor/seller agrees to extend its full cooperation and provide necessary documents as required by SIDCUL / Local authority for transfer / sale of the property, power connection, and other utilities and licenses in favor of transferee/purchaser.

For Lakhani Shoes & Apparels (P) Ltd.



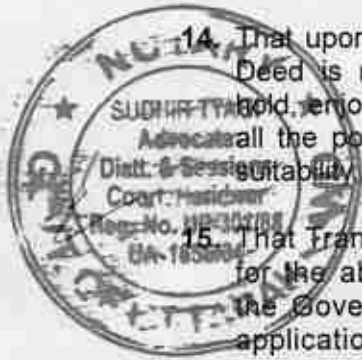
Director

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Authorised Signatory

11. That in the event the transferee/purchaser wishes to exit from the transaction after signing this Agreement to Sell, the Transferor/seller shall forfeit the advance amount received i.e. INR1,57,60,000/- (Indian One Crore Fifty Seven Lakh Sixty Thousand).
12. In the event of Transferor/seller wishes to exit from the transaction after signing this Agreement,(a) for any reason whatsoever or (b) fails to get the property transferred in the name of transferee/purchaser, or (c) fails to comply with any term or condition of this agreement or (d) makes a mis-representation then Transferor/seller will refund the advance amount so obtained and pay the additional penalty equivalent to advance amount of INR 1,57,60,000/- (Indian One Crore fifty seven lakh sixty thousand only) after the lapse of due date.
13. That the Transferor/seller has represented and warranted to the Transferee/purchaser that (a) the transferor/seller shall arrange to get the charge in favor of the bank satisfied in the records of Registrar of Companies(b) Transferor/seller is absolutely and legally seized and possessed of and otherwise well and sufficiently entitled to the Property (c) is the absolute owner and in possession of the property and the property is free from all encumbrances disputes, litigations, judgments, and / or any other charges (except mortgage to PNB, NIT, Faridabad Branch) and decree of any Court of law or otherwise; (d) Transferor/seller has not entered into any other agreements with any other party in respect of the Property, and (e) the transferor/seller has necessary authority & is free to sell the property to the Transferor/seller.
14. That upon on execution of termination deed by Transferor/seller and after the Lease Deed is registered in favour of Transferee/Purchaser; Transferee/Purchaser shall hold, enjoy and possess all rights as an absolute owner of the Property and shall have all the powers such as to convey/sell, mortgage and create any encumbrance to its suitability.
15. That transferor/seller shall provide all required assistance to Transferee/Purchaser for the absolute transfer of Land & Building in the revenue and other records of the Government. Transferor/seller further agrees to properly sign all the transfer applications with all related copies of documents at the time of execution of this Agreement and clearance No dues certificate from Electricity, Water, SKUEM, UEB, Lease Rent, Maintenance Charge and other Govt./Non Govt. dues etc.
16. That Transferor/seller shall ensure that termination lease deed with SIDCUL & fresh Lease deed with SIDCUL shall be executed as soon as possible, from the date of execution of this agreement but not later than **28th February, 2021**. In case, First Party unable to execute termination deed / transfer related papers in favour of Second Party and handover, complete all formalities by **28th February, 2021** then Second Party shall have all the rights to enforce specific performance so as to get the Land & Building Transferred in its own name at the cost of First Party. In that event the Purchaser / Transferee shall be entitled to damages, costs and other remedies available under the law.
17. That transfer fees / other charges to the SIDA/SIDCUL as per applicable, the stamp duty and the registration charges payable on execution of lease deed in favour of Transferee/Purchaser shall be paid by the Purchaser / Transferee.
18. Both the parties agree that they will pay their respective lawyer and Brokerage fees.



For Lakhani Shoes & Apparels (P) Ltd.

Director

PURE & CURE HEALTH CARE PVT. LTD.

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19. That all disputes, controversies or differences, which may arise out of or in relation to any matter or in connection with this Agreement shall be settled by arbitration to be held at Haridwar in accordance with the provisions of Arbitration & Conciliation Act, 1996 as amended. If dispute is not settled by arbitration within 30 days of the appointment of Arbitrator, or such further period as may be decided by both the Parties, then dispute shall be referred to a Court; and the Courts of Haridwar shall have exclusive Jurisdiction to decide any dispute arising between the Parties.

20. This agreement is executed in 02 copies (Counterpart), each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

In witness whereof, the Parties hereto have caused this Agreement to be executed at Haridwar on date mentioned on page 01 (One).

For Lakhani Shoes And Apparels Pvt. Ltd,

For Lakhani Shoes & Apparels (P) Ltd.

Authorized Signatory

Director

For Pure & Cure Healthcare (P) Ltd.,

PURE & CURE HEALTH CARE PVT. LTD.

Authorized Signatory

Authorised Signatory

WITNESS

1. Raman Chadar
19-21, SECTOR 11E, SIDHWAL, Haridwar (U.P.)

2. Avil Punj
286 SECTOR-8
FARIDABAD (HARYANA)

SCHEDULE - I

DESCRIPTION OF THE PROPERTY

Address: Plot No. 01, Sector 03, (IIE), Ranipur, BHEL, Haridwar, Uttarakhand.

Area of the Plot: 11745 Square Meters approx.

Built Up Area: approximately 11895 Square Meters


Bounded By:

On the North by : Plot No. 02.
On the South by : Plot No. 05 meter wide footpath
On the East by : Plot No. 11, 12 & 13
On the West by : Plot No. 60 meter road

Along with all buildings, consisting of built up area of approximately 11895 Square Meters with built up shed and RCC, and other building(s) standing in the plot of land along with temporary buildings and temporary partitions & items mentioned in **Schedule III**.



For Lakhani Shoes & Apparels (P) Ltd.


Director

PURE & CURE HEALTH CARE PVT. LTD.


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SCHEDULE – II

Required Documents (Photocopy) at the time of Signing Agreement

1. Transfer Application Form
2. Transfer Affidavit in favor of M/s Pure & Cure Healthcare (P) Ltd.
3. Certified Copy of Board Resolution
4. List of Directors
5. List of major Shareholders
6. Copy of PAN Number of Seller
7. Bank attested signature of Transferor Director (Ms. Gunjan Lakhani)
8. Copy of SIA Registration, SSI Part 2, EM Part 2
9. Copy of Memorandum & Articles of Association.
10. Copy of Electrical Meter Sealing Certificate.
11. Copy of Invoice for Raw Material Purchase.
12. Copy of Invoice for 1st Sale of Finished Goods.
13. Copy of Sales Tax Registration.
14. Copy of Electrical Bill for last three months.
15. Copy of Power Sanction and Security Deposit Receipt
16. Copy of Lease Deed
17. Copy of Residential Proof of Authorized Director / Aadhar Card.
18. Affidavit that no pending dues of SIDCUL or Govt. Dept.
19. Affidavit stating that no claim / compensation will be charged form SIDCUL
20. Allotment Letter
21. Copy of Possession Certificate.
22. Request Letter to Transfer Land & Building to **Pure & Cure Healthcare (P) Ltd.**
23. Factory License
24. Pollution Control NOC & Fire NOC
25. Complete Structural drawings, map etc.,
26. Copy of last receipt of payment of lease rent and maintenance to SIDCUL.
27. NOC from SIDCUL.
28. Any other documents as may be required.



For Lakhani Shoes & Apparels (P) Ltd.

Director

PURE & CURE HEALTH CARE PVT. LTD.

Authorised Signatory

SCHEDULE – III

➤ Items included in sale along with Land & Building at Plot No. 01, Sector 03, IIE, Sidcul, Haridwar, Uttarakhand– 249403

- a) All the split A.C's installed at site.
- b) The factory shed.
- c) All the support structure holding the electrical cables and pipe used for the sanitary purposes.
- d) All the electrical distribution panels.
- e) All the electrical fixtures which are grouted in the walls/ceiling.
- f) All the water pumps which are being used for sanitary purpose including the tanks.

Seller to ensure that while taking out the furniture of office and guest house & electricity generator, which is not part of deal, should not damage the building and if any damage happens than it will be restored by them or at Seller's cost.



For Lakhani Shoes & Apparels (P) Ltd.

[Signature]
Director

PURE & CURE HEALTH CARE PVT. LTD.

[Signature]
Authorised Signatory

IDENTIFIED BY

Identified by -
[Signature]

ATTESTED

[Signature]
SUDHIR KUMAR TYAGI
Notary, Advocate