



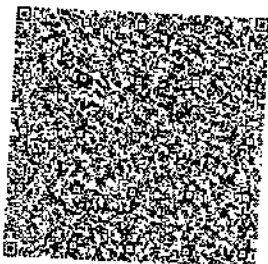
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL86722935767460P
Certificate Issued Date	: 26-May-2017 01:51 PM
Account Reference	: IMPACC (IV)/ dl750003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL75000374295286345514P
Purchased by	: NIKHIL UDYOG
Description of Document	: Article 23-A Sale Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NIKHIL UDYOG
Second Party	: CAMPUS ACTIVE WEAR PVT LTD
Stamp Duty Paid By	: NIKHIL UDYOG
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

For Campus Activewear Pvt. Ltd.

[Handwritten Signature]

[Handwritten Signature]
Auth. Signatory

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.

DATED :26-05-2017

AGREEMENT TO SELL

BETWEEN

MR SHRI ANIL KUMAR AGGARWAL, PROPRIETOR OF NIKHIL UDYOG
(as First Part)

AND

CAMPUS ACTIVEWEAR PRIVATE LIMITED
(as Second Part)

For Campus Activewear Pvt. Ltd.


Auth. Signatory

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is entered into on this 26 day of May 2017

BY AND BETWEEN:

MR. ANIL KUMAR AGGARWAL, s/o Shri Mange Ram Aggarwal, R/o 18/26, East Punjabi Bagh, New Delhi-110026, PAN AAAPA3404C, sole proprietor of Nikhil Udyog, a proprietorship, having its registered office D-14, Udyog Nagar, Main Rohtak Road, New Delhi-110041, (hereinafter referred to as the "Seller" or the "First Part", which expression shall, unless it be repugnant to the meaning or context thereof, mean and include his heirs, executors, administrators, successors and permitted assigns);

AND

CAMPUS ACTIVEWEAR PRIVATE LIMITED, a company incorporated under the (Indian) Companies Act, 1956, having CIN U40108DL2008PTC183629 and PAN AAHCA3072C, having its registered office at D-1, Udyog Nagar, Main Rohtak Road, New Delhi - 110041 (hereinafter referred to as the "Purchaser" or the "Second Part", which expressions shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns);

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

WHEREAS:

- A. The First Part is a sole proprietorship firm, engaged in manufacturing of footwear. Further, the Seller is the owner of the Plot No.39-40, Sector-8A, I.I.E.BHEL, Haridwar Sq. Mtrs and Constructed Building measuring 8100 Sq Mtr thereon, and is in physical possession of the said plot and building along with Plant and Machinery and other fixtures (hereinafter referred to as the "Subject Property").
- B. WHEREAS the Seller has agreed to sell the Industrial Land & Building along with Plant and Machinery and other fixtures and the Purchaser has agreed to purchase the same as per the terms and conditions set here forth:

For Campus Activewear Pvt. Ltd.


Auth. Signatory

1. CONSIDERATION


- 1.1 The Seller has agreed to sell/ transfer the Subject Property a total lump sum consideration of Rs. 4,61,00,000/- (Rupees Four Crores Sixty One Lacs only).
- 1.2 That the Purchaser has paid Rs. 10,00,000/- (Rupees Ten Lacs Only) vide RTGS Dated 26 May 2017 drawn on HDFC Bank Limited, K. G. Marg, New Delhi - 110001 as an advance in token of this agreement which the Seller acknowledge.
- 1.3 The balance amount of Rs. 4,51,00,000/- (Rupees Four Crore Fifty One Lacs Only) shall be paid by the Purchaser to the Seller at the time of registration of the Said Property in the name of the Purchaser (i.e. execution of the lease deed in favour of the Purchaser with the state authority), subject to the conditions precedent being completed.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Seller has represented to the Purchaser that the Subject Property has remaining period for Central Excise Exemption till 30th Sept 2018 and Income Tax Benefit shall be available till Assessment Year 2019-2020.
- 2.2 That presently the Subject Property is hypothecated to State Bank of India (hereinafter referred to as "SBI", formerly known as "State Bank of Bikaner & Jaipur").
- 2.3 That the Subject Property is free from all sorts of encumbrances, mortgages, gifts, charges or lien etc. except the above mentioned charge of SBI.
- 2.4 The Seller shall apply for release of the property from SBI.
- 2.5 The Seller shall make best efforts to obtain approval/ permission required for the sale of Subject Property from any state authority, including SIDCUL, SBI or any other regulatory authority.
- 2.6 Except for the representations and warranties contained in this Agreement, the Second Part acknowledges that neither the First Part nor any other person on behalf of the First Part makes any other express or implied representation or warranty with respect to the First Part or the Business or with respect to any other information provided to the Second Part in connection with the sale of Subject Property.
- 2.7 The First Part will be accessible to the income-tax authorities in respect of assessment of income of the previous year in which the sale took place up to the date of sale as well as of the years preceding the year of sale. The First Part will discharge his all obligations under the Income Tax Act for such years on his own.
- 2.8 Each Party represents and warrants to the other that as on the date of this agreement that:

For Campus  Pvt. Ltd.

Authorized Signatory


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- 2.8.1 It is duly organized and validly existing under the laws of India and has full power and authority to (a) execute this Agreement and (b) perform its obligations under the same; and
- 2.8.2 This Agreement constitutes a legal, valid and binding obligation of the Parties and is enforceable against each in accordance with its terms and applicable Laws.

3. CONDITIONS PRECEDENT

- 3.1 Sale of the Subject Property by the First Part to the Second Part is conditional upon the satisfaction of the following conditions precedent ("Conditions Precedent"), unless waived specifically by the Party who was supposed to have been benefited from fulfillment of such Condition Precedent:
- 3.1.1 The Seller will clear all the outstanding dues, if any, against the Subject Property, including but not limited to, maintenance charges, dues of any state authority like enhancements, dues of plot and property tax of Municipal Committee, or any such amounts due to any government or semi - government department and any loan from any bank as outstanding on this day agreement and arrange the no-dues certificates, papers, affidavits or any other documents as required by the Purchaser to acquire the Subject Property;
- 3.1.2 After the receipt of permission from all authorities, the Seller shall get the Subject Property registered in favor of the Purchaser;
- 3.1.3 All such acts / deeds, which are necessary to transfer the Subject Property to the Purchaser transferee shall be completed by the Seller;

4. CONFIDENTIALITY

- 4.1 None of the Parties shall disclose this Agreement or any Section herein other than to any, any of their professional advisors, bankers or as otherwise may be required by applicable Laws without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The obligations of Confidentiality shall not apply to any information that:
- 4.1.1 has become generally available to the public (other than by virtue of its disclosure by the receiving Party);
- 4.1.2 may be required to be disclosed in any report, statement or test that any of the Parties submitted to any government or regulatory body;
- 4.1.3 is required to be disclosed in connection with the performance of obligations or the exercise of rights (including remedies) under this Agreement;
- 4.1.4 may be required to be disclosed in response to any summons or subpoena or in connection with any litigation; or
- 4.1.5 may be required to be disclosed to comply with any Law, order, regulation or ruling applicable to any Party hereto.

For Campus Activewear Pvt. Ltd.



Auth. Signatory


5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with the laws of India. Subject to the provisions of Section 14 below, the courts at New Delhi shall have exclusive jurisdiction in relation to this Agreement.

6. ARBITRATION

All disputes, claims or controversies arising out of, in connection with or relating to this Agreement, or the breach or invalidity thereof (the "Dispute") shall first be resolved through good faith consultation amongst the Parties within 30 (thirty) Business Days from the date of receipt of a written request by the concerned Party for such consultation by the other Party. If the Parties are unable to resolve the Dispute through good faith consultation in the manner prescribed above, the Dispute shall be finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for arbitration by 3 joint arbitrators to be appointed mutually by the Parties. The arbitral tribunal shall endeavour to give their award within 6 (six) months of the Dispute being referred to the arbitral tribunal. Any decision or award of the arbitral tribunal shall be binding on the Parties. The arbitration shall be held in New Delhi, India and the language of the arbitration shall be English. The expenses of arbitration shall be borne by such Party or Parties to the Dispute as may be decided by the arbitrators.

For Campus Activewear Pvt. Ltd.



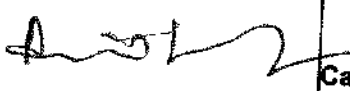
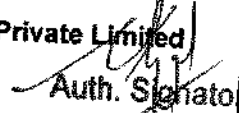
Auth. Signatory

7. MISCELLANEOUS

- 7.1 Waiver - Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Parties hereto, whether under this Agreement or otherwise. No waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party granting such waiver.
- 7.2 Counterparts - This Agreement may be executed in any number of documents or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such documents or counterparts.
- 7.3 Modification/Amendment - No variation or modification of this Agreement shall be binding on any Party unless, and to the extent that, such variation is mutually agreed and recorded in a written document executed by all the Parties, but where any such document exists and is so signed, such Party shall not allege that such document is not binding by virtue of an absence of consideration.
- 7.4 Assignment - This Agreement is personal to the Parties who shall not assign or transfer any right or obligation hereunder to any other Person without the prior written consent of the other Party.
- 7.5 Relationship - None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or be deemed to be the agent of the other in any way.
- 7.6 Notices - All notices required and permitted under the provisions of this Agreement or by Law to be served upon or to be given to a Party hereto by the other Party hereto shall be in English language and shall be deemed duly served or given:

on the date of service, if served personally or sent by facsimile transmission with appropriate confirmation of receipt or by electronic mail; or on the 3rd Business Day after service, if sent by an internationally recognized courier

Any communication to be valid, must be addressed as follows:

If to the First Part:	If to the Second Part:
Nikhil Udyog 	For Campus Activewear Pvt. Ltd. Campus Activewear Private Limited  Auth. Signatory
Attn: Mr Anil Kumar Aggarwal	Attn: Mr Nikhil Aggarwal
Address: 18/26, East Punjabi Bagh, New Delhi - 110026	Address: D-1, Udyog Nagar, Main Rohtak Road, New Delhi - 110041

or to such other address or to the attention of such person or persons as a Party may specify by prior written notice to the other Party in accordance with this section from time to time. If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

Time shall be of the essence with respect to all actions to be taken by the Parties under this Agreement.

7.7 Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable. To the extent that any provision or provisions of this Agreement are invalid or unenforceable, they shall be deemed to be deleted from this Agreement, and any such deletion shall not affect the validity or enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered. To the extent permitted by applicable Law, the Parties agree that they shall discuss in good faith to replace any such invalid or unenforceable provision by a lawful provision having an economic effect as close as possible to the original provision.

7.8 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and shall supersede all prior negotiations and correspondence between the Parties on the subject matter hereof.

7.9 Expenses; Taxes; Stamp Duty

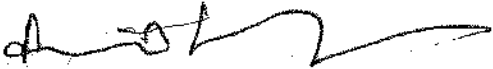
7.9.1 The First Party shall be responsible for paying income tax arising as result of sale of Subject Property contemplated by this Agreement, and any indirect tax accruing as a result of the Transaction;

7.9.2 The stamp duty, transfer charges, registration charges (including any other charge of a similar nature) payable on this Agreement and other deeds and documents to be executed pursuant hereto shall be borne by the Second Party; and

7.9.3 All costs and expenses incurred by a Party in the negotiation and execution of this Agreement shall be borne by such Party.

[Execution page follows]

For Campus Activewear Pvt. Ltd.


Auth. Signature

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their duly authorized representatives as of the day and year hereinabove written.

Signed and delivered for and on behalf of **NIKHIL UDYOG**

By: **MR ANIL KUMAR AGGARWAL**

Title: **PROPRIETOR**

For **Campus Activewear Pvt. Ltd.**

Signed and delivered for and on behalf of **CAMPUS ACTIVEWEAR PRIVATE LIMITED**

By: **MR NIKHIL AGGARWAL**

Title: **DIRECTOR**