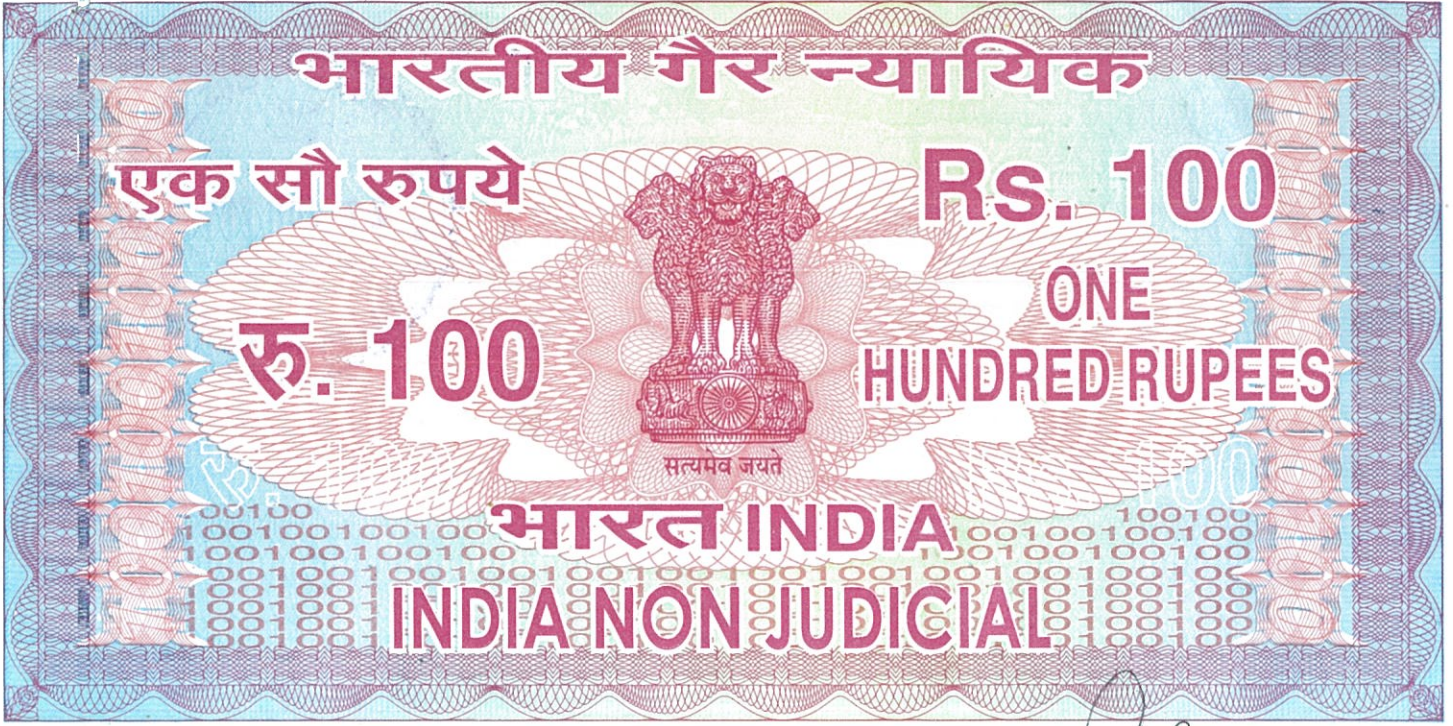




తెలంగాణ తెలంగాణ TELANGANA

S.No. 14044 Date: 31-07-2019

Sold to: RAMESH

S/o. LATE NARSING RAO

For: MODI REALTY THIMMAPUR LLP

U 738391

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-025/2018

Plot No.227, Opp.Back Gate of City Civil Court

West Marredpally, Sec'bad. Mobile: 9849355156

PLANT AND MACHINERY SALE AGREEMENT

This Plant and Machinery Sale Agreement ("Agreement") is made and executed on this the 23rd day of August, 2021 at Hyderabad by and between:

1. M/s. Mehta & Modi Realty (Suryapet LLP), a Limited Liability Partnership Firm having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad -500003, represented by its Designated Partner Shri Soham Modi, son of Late Shri. Satish Modi aged about 50 years, hereinafter referred to as the Seller, which expression shall mean and include all their heirs, successors-in-interest, assignees, legal representatives, administrators, executors, nominees, etc.
2. M/s. Syifar Steel India Private Limited, a company incorporated under the laws of India and having its registered office H. No. 5-7-371, Agapura, Hyderabad, Telangana - 500 001 represented by its Director Md. Salim Malik, S/o. Md. Ramzan Amlak, aged about 61 years, Resident of 5-7-371/AF/402, Welcome Residency. 4th Floor, Agapura, Nampally, Hyderabad - 500 001, hereinafter referred to as the Purchaser, which expression shall mean and include all their heirs, successors-in-interest, assignees, legal representatives, administrators, executors, nominees, etc.

Md. Salim Malik

3. Siddhi Vegetable Oil Products, a registered partnership firm having its office at D. No. 7-4-94, Gaganpahad, Hyderabad represented by its partners Mr. Surender Kumar Agarwal, S/o. Late Shri Banwarilal Agarwal, aged about 53 years, Plot No. 11 & 12, H. No. 8-2-684/3/K/11& 12, Banjara Hills, Road no. 12, Hyderabad and Mr. Jitender Kumar Agarwal, S/o. Late Shri Jugal Kishore Agarwal, aged about 48 years, R/o. Plot No. 11 & 12, H. No. 8-2-684/3/K/11& 12, Banjara Hills, Road no. 12, Hyderabad, hereinafter referred to as Consenting Party no. 1, which expression shall mean and include all their heirs, successors-in-interest, assignees, legal representatives, administrators, executors, nominees, etc.
4. Siddhi Vegetable Oil Products Pvt Ltd., (formerly known as M/s. Sheetal Siddi Veg. Oil Pvt. Ltd.,) a Registered Private Limited Company having its office at D. No. 7-4-94, Gaganpahad, Hyderabad represented by its Managing Director Mr. Jitender Kumar Agarwal, S/o. Late Shri Jugal Kishore Agarwal, Aged about 48 years, R/o. D. No. 15-1-470, Old Feelkhana, Hyderabad, hereinafter referred to as the Consenting Party no. 2, which expression shall mean and include all their heirs, successors-in-interest, assignees, legal representatives, administrators, executors, nominees, etc.
5. Smt. Meena Agarwal (alias Meenabai Surender Kumar Agarwal), W/o. Mr. Surender Kumar Agarwal, Aged about 52 years Occupation: Home maker, R D. No. 7-4-94, Gaganpahad, Hyderabad, hereinafter referred to as the Consenting Party 3, which expression shall mean and include all their heirs, successors-in-interest, assignees, legal representatives, administrators, executors, nominees, etc.

Consenting Party 1 to Consenting Party 3 shall hereinafter be collectively referred to as Consenting Parties.

The Seller, Purchaser, Consenting Parties shall be individually referred to as Party and collectively referred to as Parties.

WHEREAS:

- A. The Seller is the owner of the plant and machinery (hereinafter referred to as the "Plant and Machinery") lying and installed at the Seller's land located at Sy. No. 199, Timmapur Village, Kothur Mandal and Grampanachyat, Ranga Reddy District (hereinafter referred to as the "Land"), having acquired the same from the Consenting Parties by way of Agreement of Sale cum General Power of Attorney (with possession), dated 10th February, 2021.
- B. The Seller is desirous of selling the Plant and Machinery on an 'as is where is' basis. The Purchaser is desirous of purchasing the Plant and Machinery for an amount of Rs. 40,00,000/- (Rupees Forty Lakhs Only) from the Seller.



Mr. Jitender Kumar Agarwal

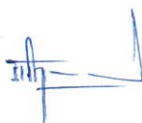
- C. At the request of the Seller and as an abundant caution, the Consenting Parties are added as parties to this Agreement.
- D. In consideration of the Consideration, the Seller has agreed to sell the Plant and Machinery to the Purchaser as per the terms and conditions given hereunder.

NOW THEREFORE THIS PLANT AND MACHINERY SALE AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Seller hereby sells and the Purchaser hereby purchases the Plant and Machinery lying and installed at the Land (more fully described in the Schedule given herein), on an "as is where is" basis, for an amount of amount of Rs. 40,00,000/- (Rupees Forty Lakhs only) ("Consideration").

Sl No	Amount	Pay-order no/ cheque no.	Date	Drawn on
1	Rs. 10,00,000/-	126557		State Bank of India
2	Rs. 10,00,000/-	126558		State Bank of India
3	Rs. 10,00,000/-	126559		State Bank of India
4	Rs. 10,00,000/-	126560		State Bank of India

2. The Purchaser shall make payment of the Consideration including all taxes as applicable, within 15 (fifteen) days from the date of execution of this Agreement.
3. In the event the Purchaser fails to make payment of the Consideration within the aforesaid duration then the said duration may be further extended by a period of 7 days at the sole discretion of the Purchaser. In such case, the Seller shall be entitled to levy interest @18% on the Consideration, as penalty for the delay on part of the Purchaser.
4. It is agreed that all the Plant and Machinery under this Agreement is sold on an "AS IS, WHERE IS" basis. The Seller makes no representation or warranty, statutory, express or implied with respect to the used equipment including making no warranty that the Plant and Machinery will be merchantable or fit for any particular purpose.
5. Upon receipt of the full Consideration by the Seller:
- the Purchaser shall be entitled to remove the Plant and Machinery from the Land within 60 (sixty) days from the receipt of Consideration by the Seller; and
 - the Purchaser shall be the owner of the Plant and Machinery and assume all risks and liabilities whatsoever resulting from the possession, use or disposition of the Plant and Machinery. The Seller will have no liability with respect to the Plant and Machinery sold to the Purchaser, including having no liability for indirect, incidental or consequential damages.



Md. Anwarul Haque

6. The Purchaser shall provide the Seller a prior written notice of 5 (five) working days before entering the Land to remove/dismantle/load the Plant and Machinery. The Seller shall be entitled to deny the Purchaser access to the Land in the event such notice has not been given by the Purchaser.
7. It is agreed amongst the Parties that the Purchaser assumes all risks, expenses and liabilities in connection with removal, dismantling and loading of the Plant and Machinery from the Land. The Purchaser shall be liable to save and hold Seller harmless from and against all liability, claims, demands, damages, injuries, property loss, costs and other expenses etc. arising out of or in any manner connected with the removal or dismantling or loading of the Plant and Machinery by the Purchaser, and caused by the negligent or willful act or omission to act of the Purchaser.
8. Upon failure of the Purchaser to remove any item(s) of the Plant and Machinery within the aforesaid time period of 60 (sixty) days, the Seller shall be entitled to store such item(s) in the Land at the sole expense and risk of the Purchaser for a maximum period of 15(fifteen) days.
9. The Seller shall be entitled to terminate this Agreement forthwith on the occurrence of the following:
 - a. Failure of the Purchaser to make payment of the Consideration in accordance with this Agreement. The Purchaser shall not have any right, title, claim of whatsoever nature against the Seller or the Plant and Machinery and the Seller shall be free to deal with the same without any let or hindrance from the Purchaser.
 - b. Failure of the Purchaser to remove any or all of item(s) of the Plant and Machinery from the Land after a lapse of 15 (fifteen) days from the expiry of the aforementioned 60-day period. In such case, the Seller, with reference to the item(s) of the Plant and Machinery remaining in the Land, shall refund the Consideration or a portion thereof, as the case maybe, to the Purchaser. Upon such refund, the Purchaser shall have no rights whatsoever to the item(s) of the Plant and Machinery remaining in the Land and the Seller shall be free to deal with the same without any let or hindrance from the Purchaser.
10. This Agreement may be amended, modified or supplemented only by way of a written instrument executed by each of the Parties.

Three handwritten signatures in blue ink, likely representing the Seller and the Purchaser, positioned above the printed names.

Md. Ghous Muzic

11. No waiver of any of the provisions of this Agreement shall be effective unless set forth in writing by each of the Parties to this Agreement.
12. This Agreement shall be governed and construed under the laws of India. Any disputes or differences arising out of or pertaining to this Agreement shall be subject to the exclusive jurisdiction of the competent Courts at Telangana.
13. The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion, failing which, by arbitration. Any differences and disputes that are not resolved by mutual negotiation within a period of 15 days, after they have arisen, shall be referred to arbitration. The arbitration shall be referred to a sole arbitrator mutually appointed by the Parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Hyderabad and the language of arbitration shall be English. The award by the arbitrator shall be final and binding on the Parties.
14. Any notice given hereunder shall be in writing, in the English language, and shall be effective upon delivery to a Party via courier, overnight delivery service, or certified mail at the address set forth herein or at such other address as may be designated in writing by a Party hereto.
15. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall as to such jurisdiction be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve as closely as possible the same effect as the original provisions and terms of this Agreement.



md-Drum Mirc

SCHEDULE

DETAILS OF PLANT, MACHINERY, FIXTURES, FURNITURE ETC.

1. Dilapidated shed A - 50 x 265 ft.
2. Dilapidated shed B - 78 x 100 ft.
3. Dilapidated shed C - 48 x 105 ft.
4. Neutralizer - 6 nos - under disuse - for scrap.
5. Bleacher - 2 nos - under disuse - for scrap.
6. Crystallizer - 4 nos - under disuse - for scrap.
7. Wax pressing machine - 2 nos - under disuse - for scrap.
8. PLF - 2 nos - under disuse - for scrap.
9. DO - 1 no - under disuse - for scrap.
10. Chilling plant - 1 no - under disuse - for scrap.
11. Air compressor - 1 no - under disuse - for scrap.
12. Generator - 1 no - under disuse - for scrap.
13. Boilers - 2 nos - under disuse - for scrap.
14. Acid oil plant - 1 no - under disuse - for scrap

In witness whereof the Seller, Purchaser and the Consenting Parties have affixed their signatures on this Plant and Machinery Sale Agreement on the day, the month and year first above mentioned in presence of the following witnesses at Hyderabad.

M/s. Mehta & Modi Realty (Suryapet) LLP
Seller:



M/s. Syifar Steel India Private Limited
Purchaser:

Md. Syfar Muzc

Siddhi Vegetable Oil Products
Consenting Party 1



Siddhi Vegetable Oil Products Pvt Ltd.,
Consenting Party 2



Smt. Meena Agarwa
Consenting Party 3

WITNESS 1: Jitender Agarwal



WITNESS 2: Surender Agarwal



WITNESS 3:

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAVCS2750D

नाम / Name

SYIFAR STEEL INDIA PRIVATE LIMITED

निगमन/गठन की तारीख

Date of Incorporation / Formation

26/12/2014

11062017

Md. Juy Muz



भारत सरकार
Government of India



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Mohammed Salim Malik

जन्म तिथि / DOB : 20/10/1962

पुरुष / Male



7970 4163 2119

मेरा आधार, मेरी पहचान

Md. Jaffer

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

BRIPM4068A

नाम/ Name
MOHAMMED SALIM MALIK

पिता का नाम/ Father's Name
MOHAMMED RAMZAN MALIK

जन्म की तारीख/ Date of Birth
20/10/1962

हस्ताक्षर/ Signature

23062017

Md. Im Malik