



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL30357464148043X
Certificate Issued Date	: 04-Feb-2025 07:07 PM
Account Reference	: IMPACC (IV)/ dl1050803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL105080304739365090552X
Purchased by	: GULIKA APPAREL PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GULIKA APPAREL PRIVATE LIMITED
Second Party	: MAHARAJA AND SPEEDEX INDIA PRIVATE LIMITED
Stamp Duty Paid By	: GULIKA APPAREL PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

IN-DL30357464148043X

Shikha

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

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GULIKA APPAREL PRIVATE LIMITED GULIKA APPAREL PRIVATE LIMITED GULIKA APPAREL PRIVATE LIMITED GULIKA APPAREL PRIVATE LIMITED GULIKA APPAREL PRIVATE LIMITED

SHARE PURCHASE AGREEMENT

This share purchase agreement (the "**Agreement**") is executed in Delhi on this
4th day of February 2025 between:

GULIKA APPAREL PRIVATE LIMITED, (CIN. U17309DL2018PTC340222) a company incorporated in India under the provisions of The Companies Act, 2013 and rules made thereunder having its registered office at GROUND FLOOR OF PROPERTY BEARING NO. UU-205, PITAMPURA, DELHI, - 110034 (hereinafter referred to as "**Company**").

Mr.Aayush Goel S/o Sh.Satish Kumar Goel, resident of UU-205, VISHAKHA ENCLAVE, PITAMPURA, DELHI-110034 having PAN No.AMZPG1687Q and Aadhar No.911266554055 (herein after referred to as "**First Seller**");

Ms. Shikha Goel D/o Sh. Rakesh Kumar Aggarwal, resident of UU-205, VISHAKHA ENCLAVE, PITAMPURA, DELHI-110034 having PAN No AIHPA1138L and Aadhar NO 874674141276 (herein after referred to as "**Second Seller**");

AND:

MAHARAJA & SPEEDEX INDIA PRIVATE LIMITED (CIN.U28997DL2006PTC146383) a company incorporated in India under the provisions of The Companies Act, 1956 and rules made thereunder having its registered office at KH.NO.53/27 GT KARNAL ROAD VILLAGE ALIPUR, NEAR ALIPUR POLICE STATION DELHI-110036(herein after referred to as "**Purchaser**");

The Company, Sellers and Purchaser are hereinafter referred to as "**Parties**" and individually as "**Party**".

WHEREAS

- A. The Company is a private limited company engaged in the business of the manufacturing and trading of all types of readymade garments and clothing and retail trading of household goods at various E-commerce platforms as outlined in its memorandum of association. The Company's equity shares are currently not listed on any stock exchange;
- B. The shareholding pattern before transfer of Equity Shares (as defined hereinafter) is provided in Annexure 1 hereto;
- C. The Company has 2 Shareholders as on date and currently, the Shareholders are legal and beneficial owners of Equity Shares as more particularly set out in Annexure 1 hereto are in management control of the Company;
- D. The Sellers have discussed with the Purchaser and the Company, the sale, by the Sellers to Purchaser, of entire Equity Shares (as defined hereinafter) of the Company currently owned by the Sellers;
- E. The Purchaser have agreed to acquire the shares from the Sellers, upon the terms and subject to the conditions contained herein;
- F. The Parties are entering into this Agreement in order to set out the rights and obligations of the Parties in relation to the acquisition of the Purchase Shares

(as defined hereinafter) by the Purchaser and other matters in connection therewith, which they agree will be interpreted, acted upon and governed solely in accordance with the terms and conditions of this Agreement.

THE PARTIES HERETO AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Act" means the Companies Act, 2013, as amended from time to time and shall include any statutory replacement or re-enactment thereof;

"Agreement" means this Share Purchase Agreement together with its annexures and schedules, as may be amended from time to time in accordance with the provisions contained herein;

"Board" means the Board of directors of the Company which shall be deemed to include any Committee of the Board;

"Charter Documents" mean the Memorandum of Association and the Articles of Association of the Company, or equivalent under applicable law;

"Control" together with its grammatical variations when used with respect to any Person, means and includes the power to direct the management and policies of the Company, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever;

"Equity Shares" means the issued and fully paid up equity shares of the Company, having a face value of Rs.10 each;

"Encumbrance" means any encumbrance including but not limited to any claim, mortgage, pledge, charge (fixed or floating), hypothecation, lien, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership, right of retention of title or any form of security interest or any obligation (including any conditional obligation) to create any of the same, including without limitation, any discretion on the use, voting, transfer, receipt of income or other attributes of ownership;

"Purchase Price" means the aggregate sum required to be paid by the Purchasers to the Sellers for the Purchase of Shares;

"Purchase Shares" shall mean 10000 equity shares of the Company to be purchased by the **M/s Maharaja & Speedex India Private Limited**, representing as on the date of this Agreement, 100% of the total paid up equity share capital of the Company.

2 PURCHASE OF THE SHARES

- 2.1 Upon the terms and subject to the conditions set forth in this Agreement, in consideration of the mutual understanding between the Parties, the Purchaser agree to purchase, and the Sellers agree to transfer and deliver, the Shares, and deliver to the Purchasers duly executed and valid share transfer forms and original share certificates in respect of the Shares free

and clear of all Encumbrances and with all attached and accrued rights, for the consideration of, as full and final payment for the Purchase Shares, the Purchase Price, to the Purchaser.

- 2.2 The Purchased Shares transferred to the Purchaser by the Sellers shall rank **paripassu** with the other Equity Shares of the Company in all respects, including, entitlement to receive proportionately the dividends and other distributions declared or to be declared in respect of the equity capital of the Company.
- 2.3 The Purchase Price shall be **Rs. 540/- (Five hundred forty only)** Per Share shall be paid by the Purchasers to or in favour of the Sellers as under:

(i) to Sellers; and

S. No.	In favour of	Purchaser	Bank Name	Cheque no. / Online Transfer reference No.	Date	Amount (In Rs)
1)	Aayush Goel	M/s Maharaja & Speedex India Private Limited	As per Annexure 3	As per Annexure 3	As per Annexure 3	27,00,000
2)	Shikha Goel	M/s Maharaja & Speedex India Private Limited	As per Annexure 3	As per Annexure 3	As per Annexure 3	27,00,000
Total						54,00,000

3 COVENANTS AND UNDERTAKINGS OF THE COMPANY AND/OR THE SELLERS

- 3.1 The Sellers and the Company agree, undertake and covenant that:
- 3.1.1 They will not enter into any commitment or transaction that could potentially adversely impact the transfer of the Purchase Shares;
- 3.1.2 Do or permit anything which would constitute a breach of any terms of this Agreement; and
- 3.1.3 The Company is not involved in, or has been threatened with, any material litigation filed or threatened to be filed against the Company.
- 3.2 Exercise of Voting Rights. The Sellers agree and undertake that it shall exercise its voting rights in a meeting of shareholders of the Company, in such manner, and cause the directors nominated by it on the Board of the Company to exercise their votes in such manner, so as to cause the Company to give full legal effect to the terms of this Agreement, including but not limited to, for the purposes of amending the Charter Documents, of the Company, if required, to incorporate the terms of this Agreement.

4. NOTICES

- 4.1 All notices, requests, demands and other communications in connection herewith shall be in writing with specific reference to this Agreement and shall be deemed to have been duly delivered when delivered to a responsible officer of such party as follows:



Share Purchase Agreement







If to the Company:	Ground Floor Of Property Bearing No. UU-205, Pitampura, Delhi, - 110034
If to the First Seller:	UU-205, Vishakha Enclave, Pitampura, Delhi-110034
If to the Second Seller:	UU-205, Vishakha Enclave, Pitampura, Delhi-110034

5 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

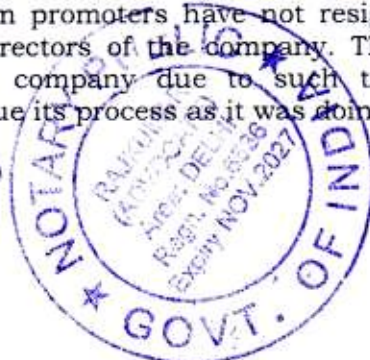
- 5.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and courts in Delhi shall have jurisdiction to try matters with respect to this Agreement.

6 MISCELLENEOUS PROVISIONS

- 6.1 The Parties acknowledge and agree that the Purchaser is entering into the transaction hereunder as purchaser of entire shareholding in the Company and shall acquire control and the management of the Company. The Company shall classify the Purchaser as "promoter" of the Company or "the holding company" for any reason whatsoever.
- 6.2 No Partnership or Agency. Nothing in this Agreement (or any of the arrangements contemplated by it) shall be deemed to constitute a partnership between the Parties, nor, except as may be expressly set out in it, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.
- 6.3 Entire Agreement. This Agreement sets out the entire agreement and understanding between the Parties with respect to the subject matter of it. This Agreement supersedes all prior discussions and correspondence, which shall not have any further force or effect.
- 6.4 Amendments. This Agreement may be amended only by an instrument in writing signed by duly authorized representatives of each of the Parties.
- 6.5 Assignment. No Party shall be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement.
- 6.6 Counterparts. This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.
- 6.7 Directors & Operations of the company. Along with the transfer of shares, sellers cum promoters have not resigned from their respective designations of Directors of the company. There will be no change in operations of the company due to such transfer, company will be managed & continue its process as it was doing before such transfer.

[Signature]

[Signature]



[Signature]

As a matter of clear fact, the new panel or the on-board management i.e., Purchasers shall be solely responsible for all the acts, deeds and liabilities which may arise on/due to the company or on its behalf pursuant to such resignation.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

SIGNED AND DELIVERED by **[AAYUSH GOEL]**, by the hand of **(First Seller)**;

A. Goel

SIGNED AND DELIVERED by **[SHIKHA GOEL]** by the hand of **(Second Seller)**;

Shikha

SIGNED AND DELIVERED by **[RAKESH KUAMRA AGGARWAL on behalf of M/s MAHARAJA & SPEEDEX INDIA PRIVATE LIMITED]** by the hand of **(Purchaser)**;

R. Aggarwal

WITNESSES:

1. BHUPAL SINGH
B-29, Kaushik Enclave
Bazari Delhi - 110084

B. Singh

2. Prakshi Sharma
KPSE, Pithampur
Delhi - 34

Prakshi Sharma



ANNEXURE 1

Shareholding pattern (before the transfer of shares)

S No	Reg Folio No	Certificate No.	Name of Holder	Distinctive No.	Date of Purchase	No. of Share
1	1	ES/0001	Aayush Goel	0001-5000	04.02.2025	5000
2	2	ES/0002	Shikha Goel	5001-10000	04.02.2025	5000
Total						10000






ANNEXURE 2

Shareholding pattern (after the transfer of shares)

S No	Reg Folio No	Name of Holder	Distinctive No.	Date of Purchase	No. of Share
1	3	MAHARAJA & SPEEDEX INDIA PRIVATE LIMITED	01-10000	04.02.2025	10000
Total					10000



Schedule of payments

S. No	Name of Purchaser	Name of Sellers	No of shares	Rate per share	Payment Transferred	Date of transfer	Mode of payment
1.	MAHARAJA & SPEEDEX INDIA PRIVATE LIMITED	AAYUSH GOEL	5000	540/-	27,00,000	04.02.2025	Online
2.	MAHARAJA & SPEEDEX INDIA PRIVATE LIMITED	SHIKHA GOEL	5000	540/-	27,00,000	04.02.2025	Online
			10,000		54,00,000		

Shikha

Goel

Am



ATTESTED
[Signature]
 NOTARY PUBLIC, DELHI

27 FEB 2025