

Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date : 07/01/2026

Certificate No. T0G2026A596



GRN No. 145252803



Stamp Duty Paid : ₹ 500  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

## Seller / First Party Detail

Name: Tipco Engineering India limited  
H.No/Floor : X Sector/Ward : X LandMark : X  
City/Village: Hsiidc rai District : Sonipat State : Haryana  
Phone: 74\*\*\*\*\*05



## Buyer / Second Party Detail

Name : Tipco Engineering Works  
H.No/Floor : X Sector/Ward : X LandMark : X  
City/Village: Hsiidc rai District : Sonipat State : Haryana  
Phone : 74\*\*\*\*\*05

Purpose : RESOURCE SHARING AGREEMENT



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

## RESOURCE SHARING AGREEMENT

This **ResourceSharing Agreement** ("**Agreement**") is made and entered into on this 7<sup>th</sup> day of January, 2026 ("**Effective Date**") by and between:

**TIPCO ENGINEERING INDIA LIMITED** (*previously known as Tipco Engineering India Private Limited*), a public limited company incorporated under the Companies Act, 2013, with its registered office at P.No. 1658, Phase I, Sector 38, Industrial Estate Rai Distt., Sonapat, P.S.Rai, Sonipat, Haryana, India, 131029, bearing Corporate Identification Number (CIN) U29309HR2021PLC098103(hereinafter referred to as the "**Company**" or the party on the first part, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

**AND**

**M/s. Tipco Engineering Works**, partnership firm having PAN: **AANFT1391G** situated at 1658, Sector-38, Phase I, Industrial Estate, Rai Distt., Sonapat, Haryana, India, 131029(hereinafter referred to as the "**Promoter group Entity**" or the party on the second part, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns),

**AND**

**Mr. Ritesh Sharma**, s/o Late Kailash Chander Sharma, aged 37 years residing at F-1/117-118, Sector-11, Rohini Sector-7, North West Delhi, 110085, India(hereinafter referred to as the "**promoter 1**" or the party on the third part, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns),

**AND**

**Ms. Sonia Sharma**, d/o Mr. Puran Mal Jangid, aged 35 years residing at F-1, House no-117-118, Sector-11, Rohini, North West Delhi-110085, India(hereinafter referred to as the "**promoter 2**" or the party on the fourth part, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns),

The Company, the Promoter Group Entity and the Promoters are collectively referred to as the "**Parties**" and individually as a "**Party**".

### **WHEREAS:**

- A. The Company is engaged in the business of manufacturing and supplying a comprehensive range of plants and machinery such as bead mill, batch type bead mill, lab bead mill, horizontal bead mill, vertical bead mill, Tungsten Carbide Pin-Type Bead Mill, Disc Type Horizontal Bead Mill, Dyno Mill, Lab Dyno Mill, Pug Mill, Attritor Mill, Lab Attritor Mill, Basket Mill, Combined Pin and Disc Type Bead Mill, Ceramic Bead Mill, Lab High-Speed Disperser, High-Speed Disperser, Twin-Shaft Disperser, Triple-Shaft Disperser, Vacuum High-Speed Disperser, Fixed Type Disperser, Platform Type Disperser, In-Line Homogenizer, In-Tank Homogenizers, High Shear In-Tank Homogenizer, Liquid Powder Mixing Machine, and Sigma Mixer.
- B. The Promoter Group Entity is engaged into the business of machine manufacturing company providing advanced mixing and milling solutions for the paint, ink, coating, pharmaceutical, chemical, and paper industriessimilar to that of the Company.
- C. The promoters 1 & 2 herein apart from being the promoters of the Company are also the partners in the Promoter group entity i.e. the company and the promoter group entity are commonly held by the promoters 1 & 2 herein.
- D. The Company as well as the Promoter Group Entity shares the same premises for their Registered Office and manufacturing facilities situated at P.No. 1658, Phase I, Sector 38, Industrial Estate Rai Distt., Sonapat, P.S.Rai, Sonipat, Haryana, India, 131029 (the demised premises), which is taken on rent by both the entities from Mr. Ritesh Sharma who apart from being the promoter of the Company is also the absolute owner of the demised property by way of inheritance from his demised father.
- E. Since both the entities are using same premises for their manufacturing facilities without any clear demarcation of responsibilities and costs, the arrangement creates a potential for conflicts of interest

between both the entities. Further as the arrangement creates a potential risk of confusion among our customers, suppliers, and other stakeholders, association of the business of both the entities due to the shared nature of the facilities, including IT infrastructure and administrative resources, the parties herein desire to enter into a contractual relationship regarding their relationship, including their sharing of the Resources within the premises.

## 1. DEFINITIONS

1.1 "**Confidential Information**" shall mean any non-public, proprietary, or sensitive information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether orally, in writing, electronically, or otherwise, that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. It includes, but is not limited to:

- Technical data, processes, designs, methodologies, drawings, diagrams, or photographs related to the infrastructure projects or allied services;
- Client lists, supplier details, pricing structures, contract terms, vendor information, and tender-related data;
- Business plans, financial data, marketing strategies, operational procedures, and project documentation;
- Trade secrets, intellectual property, proprietary software, or tools used in infrastructure activities;
- Information related to the Company's group structure, tender bids, or consolidation plans.

However, Confidential Information (other than Customer and Employee Data) shall not include any information that:

- is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
- was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,
- is received from a third party without breach of any obligation owed to the Disclosing Party, or was independently developed by the Receiving Party.

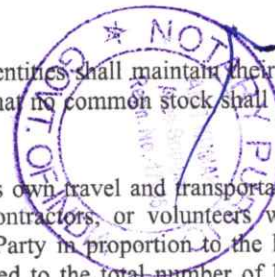
1.2 "**Demised Premises**" shall mean and be referred to the premises owned by Mr. Ritesh Sharma the promoter of the Company and situated at P.No. 1658, Phase I, Sector 38, Industrial Estate Rai Distt., Sonapat, P.S.Rai, Sonipat, Haryana, India, 131029, being used as Registered office and manufacturing facility of the Company and as Communication address and manufacturing facility by the Promoter Group entity.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and other good and valuable consideration, including the Promoters'/Promoter Group Entity's continued association with the Company, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Office Space:** Mr. Ritesh Sharma the owner of the demised premises, has let out his premises to the Company vide a rent agreement dated September 12, 2025 for a period of 15 years at a monthly rent of Rs. 1.00 Lakh and has let out his premises to the Promoter Group Entity vide a rent agreement dated January 02, 2026 for a period of 11 months w.e.f. 15.09.2025 to 14.08.2026 at a monthly rent of Rs. 20,000, portions of which has been assigned to the promoter group entity, and shall continue to assign, to the promoter group entity for their direct use. In addition to the use of the demised premise by the Company, the promoter group entity also makes use of the demised premises for its manufacturing facilities. Accordingly, for tax and accounting purposes, the fair share of the rent specified in the Company's rent agreements for use of the Premises by the Company and the Promoter Group entity shall be calculated, from time to time, at the discretion of the Company, by multiplying Company's total rental obligation by a fraction whose numerator is the number of the employees of each of the entities, generally making use of the Premises and whose denominator is the total number of employees of both the entities generally making use of the Premises (such ratio to be referred to as the "Sharing ratio")
2. **Employees:** To the extent feasible, each Party shall hire, compensate, supervise, discipline, and discharge its own full-time and part-time employees, who shall be under the sole control and ultimate supervision of

its own administration. However the accounting staff of the Company can also take care of the books of accounts of the promoter group entity.

3. **Utilities, Insurance and Similar Items of Facility Overhead:** Each party shall bear and maintain their own insurance expenses for each of their stocks. As regards usage of utilities/ similar items of Facility Overhead, cost shall be proportionately born by each party on the basis of number of employees.
4. **Machinery / Tools/ Equipments:** All the machineries and equipments having been installed by the Company herein, on the demised premises, the promoter group entity shall bear the cost on piece rate basis i.e. the charges to be decided by the board of the Company on per unit of goods manufactured by the Promoter group entity. Depreciation on all the equipments and machineries shall be proportionately distributed on the basis of goods manufactured by each entity.
5. **Furniture and Equipment:** Depreciation in respect of the office furniture and equipment (including chairs, desks, phones, computers, printers, fax machines, copiers, and the like) having been acquired at the demised premises shall be apportioned in the books of accounts of both the entities in the ratio of units manufactured by each entity.
6. **Softwares and Internal Business Applications:** the operational softwares and business applications shall be allocated in the books of each of the entities on the basis of their manufactured goods manufactured by each entity.
7. **Supplies and Miscellaneous Goods and Services:** Each of the entities shall maintain their own separate inventory of supplies and miscellaneous goods and service and that no common stock shall be maintained for the supplies and miscellaneous goods and services.
8. **Travel and Transportation:** Each Party shall separately bear its own travel and transportation expenses. Expenses relating to travel or transportation by employees, contractors, or volunteers where work is performed on behalf of both parties shall be allocated to each Party in proportion to the hours of work performed on the trip by the traveler, for that Party, as compared to the total number of hours of work performed on the trip by the traveler.
9. **Telecommunications:** the telecommunication charges shall be allocated in the books of each of the entities on the basis of their goods manufactured by each entity.
10. **Tracking, Billing and Payment:** Each Party shall separately bear its own tracking, billing and payment expenses.
11. **Confidentiality:**
  - 11.1 **Protection of Confidential Information:** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
  - 11.2 **Protection of Customer and Employee Data:** Without limiting the above, each party shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer and Employee Data.
  - 11.3 **Compelled Disclosure:** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the



Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

11.4 **Return or Destruction:** Upon termination of this Agreement, cessation of the Promoter's role, or end of the Promoter Group Entity's affiliation, or at the Disclosing Party's request, the Receiving Party shall promptly return or destroy all Confidential Information (including copies, extracts, or summaries) and certify in writing that it has complied with this obligation, except for any information required to be retained by law.

11.5 **Data Security:** The Receiving Party shall implement reasonable physical, technical, and administrative safeguards to protect Confidential Information from unauthorized access, use, or disclosure, consistent with industry standards for infrastructure businesses and in compliance with the **Digital Personal Data Protection Act, 2023**, if applicable.

11.6 **Duration of Confidentiality:** The obligations of confidentiality shall continue until the term of this agreement.

## 12. INTELLECTUAL PROPERTY

12.1 **Ownership:** All intellectual property rights in the Confidential Information, processes, trade secrets, or materials provided by the Company remain the sole property of the Company. The Promoters/Promoter Group Entity shall not acquire any rights, title, or interest in such intellectual property by virtue of this Agreement.

12.2 **No Reverse Engineering:** The Promoters/Promoter Group Entity shall not reverse-engineer, decompile, copy, or otherwise attempt to derive the Company's proprietary processes, technologies, or materials related to the Business of the Company.

12.3 **Trademark License:** Any use of the Company's trademarks by the Promoters/Promoter Group Entity shall be governed by separate terms and does not confer additional rights under this Agreement.

## 13. TERM AND TERMINATION

13.1 **Term:** This Agreement shall commence on the Effective Date and continue until either of the parties of the agreement ceases to occupy the demised premises or any other premises in common on shared basis, unless terminated earlier as provided herein.

### 13.2 Termination:

- This agreement shall not be terminated or modified in any manner except with the approval by way of Special Resolution passed by the shareholders not including any of the promoters / promoter group members

## 14. INDEMNITY

14.1 The Promoters/Promoter Group Entity shall indemnify, defend, and hold harmless the Company, its directors, officers, and affiliates from any claims, losses, damages, or liabilities (including reasonable legal fees) arising out of:

- The Promoter's/Promoter Group Entity's breach of this Agreement;
- Unauthorized use or disclosure of Confidential Information;
- Violation of the non-compete, non-solicitation, or tender non-participation obligations.

## 15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.

15.2 **Jurisdiction:** Subject to Clause 15.3, any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Sonipat, Haryana, India.

**15.3 Arbitration:**

- Any dispute, controversy, or claim arising out of or relating to this Agreement, including its validity, interpretation, or breach, shall be resolved by arbitration in accordance with the **Arbitration and Conciliation Act, 1996**.
- The arbitration shall be conducted by a sole arbitrator appointed mutually by the Parties or, failing agreement within fifteen (15) days, by the Indian Council of Arbitration.
- The seat and venue of arbitration shall be Sonipat, Haryana, India.
- The language of arbitration shall be English.
- The arbitral award shall be final and binding on the Parties.

**16. MISCELLANEOUS**

16.1 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings, whether written or oral.

16.2 **Amendments:** No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

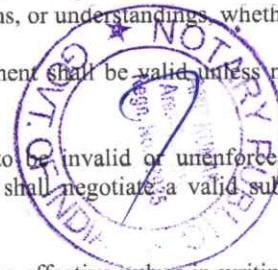
16.3 **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate a valid substitute provision to achieve the same intent.

16.4 **Waiver:** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. A waiver of any breach shall not constitute a waiver of any subsequent breach.

16.5 **Assignment:** The Promoters/Promoter Group Entity shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign this Agreement to its affiliates or successors upon written notice to the Promoter/Promoter Group Entity.

16.6 **Notices:** All notices under this Agreement shall be in writing and delivered by hand, registered post, or email to:

- **For the Company:**
  - Address: P.No. 1658, Phase I, Sector 38, Industrial Estate Rai Distt., Sonapat, P.S.Rai, Sonipat, Haryana, India, 131029
  - Email: [investors@tipcoengineering.com](mailto:investors@tipcoengineering.com)
  - Attention: Mr. Ritesh Sharma, Chairman and Managing Director
- **For the Promoter Group Entity:**
  - Address: 1658, Sector-38, Phase I, Industrial Estate, Rai Distt., Sonapat, Haryana, India, 131029
  - Email: [sonia1989sharma@gmail.com](mailto:sonia1989sharma@gmail.com)
  - Attention: Ms. Sonia Sharma, Partner of partnership firm
- **For the Promoter1:**
  - Address: F-1/117-118, Sector-11, Rohini Sector-7, North West Delhi, 110085
  - Email: [ritesh@tipcoengineering.com](mailto:ritesh@tipcoengineering.com)
  - Attention: Mr. Ritesh Sharma
- **For the Promoter2:**
  - Address: F-1, House no-117-118, Sector-11, Rohini, North West Delhi-110085, India
  - Email: [sonia1989sharma@gmail.com](mailto:sonia1989sharma@gmail.com)
  - Attention: Ms. Sonia Sharma



16.7 **Compliance with Laws:** The Parties shall comply with all applicable laws, including the **Companies Act, 2013, Limited Liability Partnership Act, 2008, Indian Partnership Act, 1932, Indian Contract Act, 1872, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015,** and any regulations governing their business, tenders, and data protection in India, such as the **Digital Personal Data Protection Act, 2023,** if applicable.

16.8 **Force Majeure:** Neither Party shall be liable for any failure to perform its obligations under this Agreement due to events beyond its reasonable control, including acts of God, war, or government regulations, provided the affected Party notifies the other promptly.

16.9 **Relationship of Parties:** Nothing in this Agreement shall constitute a partnership, joint venture, or agency between the Parties, except as expressly provided or inherent in the Promoter's/Promoter Group Entity's role within the group.

16.10 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have executed this Resource Sharing Agreement as of the Effective Date.

**For and on behalf of Tipco Engineering India Limited**



**Name:** Mr. Ritesh Sharma  
**Designation:** Chairman and Managing Director  
**Date:** January 07, 2026  
**Place:** Sonapat, Haryana

**Mr. Ritesh Sharma**  
Promoter 1

**Ms. Sonia Sharma**  
Promoter 2

**ATTESTED**

**NOTARY**  
Distt. Sonapat



**For M/s. Tipco Engineering works**

**Mr. Ritesh Sharma**  
Partner  
**Date:** January 07, 2026  
**Place:** Sonapat, Haryana



**Ms. Sonia Sharma**  
Partner