

319/15336

पावती

Original/Duplicate

Friday, December 21, 2018

नोंदणी क्र.: 39म

1:46 PM

Regn.: 39M

पावती क्र.: 17465 दिनांक: 21/12/2018

गावाचे नाव: लोअर परेल

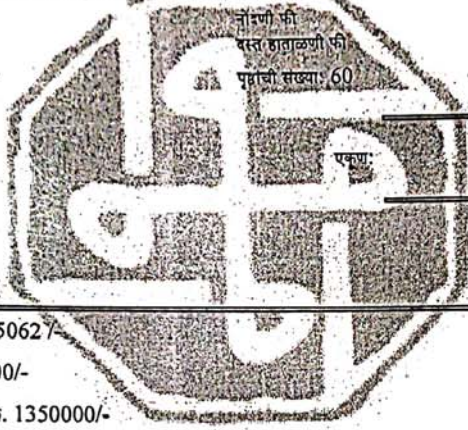
दस्तावेजाचा अनुक्रमांक: बवई2-15336-2018

दस्तावेजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: सॅप ग्रिट सोल्युशन प्रायव्हेट. ली. तर्फे. मासोवडा श्री संजय बी. वामणे

₹. 30000.00

₹. 1200.00



₹. 31200.00

[Signature]
सह दुय्यम निबंधक, मुंबई-2

बाजार मूल्य: ₹.26925062/-

मोबदला ₹.27000000/-

भारतेले मुद्रांक शुल्क : ₹. 1350000/-

सह दुय्यम निबंधक
मुंबई शहर क. २।

1) देयकाचा प्रकार: eChallan रक्कम: ₹.30000/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: MH009660108201819E दिनांक: 21/12/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: ₹.1200/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: 2012201812843 दिनांक: 21/12/2018

बँकेचे नाव व पत्ता:

[Signature]

मूल्यांकनाचे वर्ष 2018
 विस्तार मुंबई(सेन)
 मूल्य विभाग 12-सोभर पोल डिन्डीवन
 उप मूल्य विभाग 12/91H भूभाग :पूर्वेस ना म जोशी मार्ग, पश्चिमेस शिवायम रोड अनुदवार मार्ग, उदरेस पांडुरंग बुधकर मार्ग व दक्षिणेस गणपतराव कदम मार्ग
 सर्व्हे नंबर /न. भू क्रमांक : धि.टी.एच. नंबर/441

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर दर

खुली जमीन	निवासी घबनिक	कार्यालय	दुकाने	औद्योगिक	मोवसापनाचे एकक
143800	324900	371300	439100	324900	चौरस मीटर

बांधीव क्षेत्राची माहिती	बांधकाम क्षेत्र(Built Up)-	बांधकामाचे वर्गीकरण-	उद्बोधन सुविधा-	मिळकतीचा वापर-	औद्योगिक गाळा	मिळकतीचा प्रकार-	बांधीव
	123.45चौरस मीटर	1-आर सी सी	नाही	मिळकतीचे घब-	41 to 50वरे	मूल्यदर/बांधकामाचा दर -	Rs.324900/-
				मरता -	2		

Sale Type - First Sale
 Sale/Resale of built up Property constructed after circular dt.02/01/2018

प्रत्येक मरतासाठी ५% बनावट नुसार = 90% apply to rate = Rs.218105/-

घसा-दानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर
 =(((वार्षिक मूल्यदर * खुल्या जमिनीचा दर) * घसा-दानुसार टक्केवारी)+ खुल्या जमिनीचा दर)
 = (((292410-143800) * (50 / 100))+143800)
 = Rs.218105/-

A) मुख्य मिळकतीचे मूल्य
 = घरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
 = 218105 * 123.45
 = Rs.26925062.25/-

एकत्रित अंतिम मूल्य
 = मुख्य मिळकतीचे मूल्य + टक्केवारीचे मूल्य + मेहेनताने मरता क्षेत्र मूल्य + लागतच्या गळतीचे मूल्य + घरील गळतीचे मूल्य + अंतिम बांधन खंडाचे मूल्य + खुल्या जमिनीवरील बांधन खंडाचे मूल्य + इमारती खोलीच्या खुल्या जागेचे मूल्य + अंतिम घाटकती
 = A + B + C + D + E + F + G + H + I
 = 26925062.25 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0
 = Rs.26925062.25/-

Home Print



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CHALLAN
MTR Form Number-6



GRN	MH009659202201819E	BARCODE	[Barcode]		Date	20/12/2018-17:05:22	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Non-Judicial Customer-Direct Payment				
Type of Payment				Sale of Non Judicial Stamps SoS Mumbai only				
Office Name				BOM2_JT SUB REGISTRA MUMBAI CITY 2				
Location				MUMBAI				
Year				2018-2019 One Time				
Account Head Details				Amount In Rs.				
0030045501 Sale of NonJudicial Stamp				1350000.00				
Payer Details				TAX ID (If Any)				
Payer Details				PAN No.(If Applicable) AAACE1066B				
Payer Details				Full Name ESJAY INTERNATIONAL PRIVATE LIMITED				
Payer Details				Flat/Block No. GALA NO 24 LAKSHMI INDUSTRIAL ESTATE				
Payer Details				Premises/Bulding				
Payer Details				Road/Street 123.41				
Payer Details				Area/Locality LOWER PAREL WEST MUMBAI				
Payer Details				Town/City/District				
Payer Details				PIN 4 0 0 0 1 3				
Payer Details				Remarks (If Any)				
Payer Details				PAN2=AALCS8406N-PN=SAP PRINT SOLUTIONS PRIVATE LIMITED-CA=27000000				
Total				Amount In Thirteen Lakh Fifty Thousand Rupees Only				
Total				Words 13,50,000.00				
Payment Details				STATE BANK OF INDIA				
Cheque-DD Details				FOR USE BY THE STATE BANK OF INDIA				
Cheque/DD No.				Bank CIN Ref. No. 000400281812007631 CK0638053				
Name of Bank				Bank Date RBI Date 28/12/2018 17:27				
Name of Branch				Bank-Branch STATE BANK OF INDIA				
Name of Branch				Scroll No., Date				



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दृश्य निबंधक कार्यालयत मोदणी कचवयाच्या दस्वासाठी लागू आहे. मोदणी न कचवयाच्या दस्वासाठी सदर चलन लागू नाही. Mobile No.: 8422086200

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वर्ग - २

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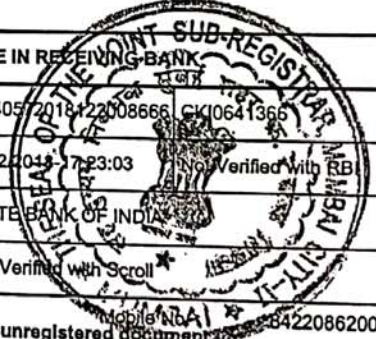
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CHALLAN
MTR Form Number-6



GRN	MH009660108201819E	BARCODE	Date		20/12/2018-17:15:57	Form ID
Department			Payer Details			
Inspector General Of Registration			TAX ID (If Any)			
Registration Fees			PAN No.(If Applicable)			
Type of Payment			AAACE1066B			
Ordinary Collections IGR			Full Name			
Office Name			ESJAY INTERNATIONAL PRIVATE LIMITED			
BOM2_JT SUB REGISTRAR MUMBAI CITY 2			Flat/Block No.			
Location			GALA 24 LAKSHMI INDUSTRIAL ESTATE			
MUMBAI			Premises/Building			
Year			123.41			
2018-2019 One Time			Road/Street			
Account Head Details			Area/Locality			
Amount In Rs.			LOWER PAREL WEST MUMBAI			
0030063301 Amount of Tax			Town/City/District			
30000.00			PIN			
			4 0 0 0 1 3			
			Remarks (If Any)			
			PAN2=AALCS8406N-PN=SAP PRINT SOLUTIONS PRIVATE			
			LIMITED-CA=27000000			
			Amount In			
			Thirty Thousand Rupees Only			
Total			Words			
30,000.00						
Payment Details			FOR USE IN RECEIVING BANK			
STATE BANK OF INDIA			Cheque-DD Details			
			Bank CIN			
			Ref. No.			
			0004052018122008666 CK10641366			
Cheque/DD No.			Bank Date			
			RBI Date			
			20/12/2018 7:23:03			
Name of Bank			Bank-Branch			
			STATE BANK OF INDIA			
Name of Branch			Scroll No. , Date			
			Not Verified with Scroll			



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.
सदर चलन केवल दृश्य निबंधक कार्यालयात नोंदणी करवयाच्या दस्तासाठी लागू आहे. नोंदणी न करवयाच्या दस्तासाठी सदर चलन लागू नाही.

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जवई - २
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पत्रांक - २	
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AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at, Mumbai, on this 20th day of December 2018, (The Christian Year Two Thousand Eighteen) BETWEEN M/s. Esjay International Pvt. Ltd. - a private limited company incorporated under the provisions of the Companies Act, 1956 having address at 48-A, Lakshmi Industrial Estate, Shankar Rao Naram Path, off G.K.Marg, Lower Parel, Mumbai, Maharashtra 400013, through the hands of Director/s / Managing Director Shri Sunil G. Jhangiani hereinafter called the 'Transferor' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all the directors for the time being of the said Company and all the incoming directors in future and executors, administrators and permitted assigns) of the FIRST PART,

AND

M/s. SAP Print Solutions Pvt. Ltd., - a private limited company registered under the provisions of the Companies Act, 1956 having address at 28-A, Lakshmi Industrial Estate, Shankar Rao Naram Path, off G.K.Marg, Lower Parel, Mumbai, Maharashtra 400013 through the hands of Director Shri Sanjay B. Bamne hereinafter called the 'Transferee' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all the directors for the time being of the said Company and all the incoming directors in future and executors, administrators and permitted assigns) of the OTHER PART.

WHEREAS :-

- i) the Transferor herein is well seized and possessed of or otherwise sufficiently entitled to an industrial premises on ownership basis admeasuring 1107 Sq.Ft. Carpet area being Unit No. 24 on 2nd floor

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in building called Lakshmi Industrial Estate situated at Shankar Rao Naram Path, off G.K.Marg, Lower Parel, Mumbai, Maharashtra 400013 (for the sake of brevity it may be referred to hereinafter as the 'Said Unit' and is more particularly described in the First Schedule hereinunder written).

- ii) And whereas the Transferor is a member of Lakshmi Industrial Premises Co-Operative Society Ltd., promoted by Unit owners of said Lakshmi Industrial Estate and registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960, bearing Registration No. BOM/HSG/2218 OF 1969 (for the sake of brevity it be referred hereinafter as the 'said Society').
- iii) And further the Transferor is allotted by the said society Ten fully paid shares of Rs. 50/- each pertaining to said Unit bearing Share Certificate No. 17 and Distinctive Shares No.'s from 81 to 90 (both inclusive) (referred to hereinafter as the 'said Shares').
- iv) Originally by and under an Agreement for Sale dated 2nd April 1971 made and entered into between Vendors thereof namely M/s. Western Construction Corporation - hereinafter referred to as the "Said Builders" of one part - and one M/s. R.K.G. and Co. - a partnership firm of Mumbai referred to hereinafter as 'Original Allottee' of other part, the Original Allottee therein agreed to purchase the said Unit from said builders subject to provisions of the Maharashtra Ownership Flats Act, 1963 on the terms and conditions and for the consideration price mentioned therein.
- v) The said Original Allottee by the reason of holding the said Unit on ownership basis eventually joined the said Society promoted by the Unit owners of the said Lakshmi Industrial Estate and in furtherance thereto came to be issued by the said society the said shares dated 2nd April 1971 subject to the provision of the Bye-laws registered with the said society.

- vi) Under an Agreement for sale dated 3rd August 1976 - the Original Allottee sold transferred and conveyed the said Unit unto and to one Shri Harsharansingh Gujral on terms and conditions therein mentioned. The said Shri Harsharansingh Gujral conducting the business as proprietor of M/s. Polyconverters successfully applied for membership of said society and transfer of said shares as such proprietor and eventually under an Agreement of partnership dated

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21.3.1977 converted the proprietary firm to a partnership firm under the stated name and style of M/s. Poly converters (for short - said First Vendor) and brought the said unit as his contribution to the capital of partnership firm promoted jointly with one Harinderjitsingh Batra .

vii) By and under an Agreement for sale dated 10th June 1982 said First Vendor sold transferred and conveyed the said unit unto and to one M/s. Solidtron - a partnership firm having address at Matunga Mumbai (referred to herein after as said "Second Vendor") on terms and conditions therein mentioned and upon completion of sale, the said Second Vendor came to be admitted to membership of society and held the said shares as provided in it's byelaws .

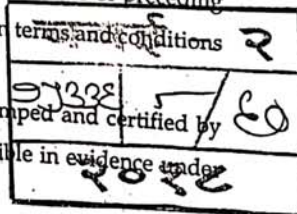
viii) By and under an Agreement for sale dated 2nd August 1993 said Second Vendor sold the said unit unto and to one M/s. NVP Electronics Pvt. Ltd. - a private Ltd. company registered under Companies Act 1956 having address at Lower Parel, Mumbai (referred to herein after as said 'Third Vendors') on terms and conditions therein mentioned and upon completion of sale , the said Third Vendor came to be admitted to membership of society and held the said shares as provided in it's byelaws .

The said Agreement for sale dated 02/08/1993 is since sufficiently stamped and certified by collector of stamps Mumbai vide case no. AMN/29654/D/1994 (2206) dated 11.1.1996 therefore admissible in evidence under the provisions of the Maha. Stamp Act 1958.



ix) Consequently by and under an Agreement for sale December 1997 (for short -said Agreement) the said Third Vendor sold, transferred and conveyed the said Unit unto and to Transferor herein and transferred it's interest in the capital / property of the said society and the said shares and assigned the benefits of preceding chain of agreements unto and to Transferor on terms and conditions therein mentioned.

The said Agreement is since sufficiently stamped and certified by collector of stamps Mumbai therefore admissible in evidence under the provisions of the Maha. Stamp Act 1958.



x) The Transferor herein has fulfilled all the terms and conditions of the said Agreement and also has paid full and final consideration price and in appreciation thereof the said Third Vendor delivered

peaceful, vacant possession of the said Unit to the Transferor herein and accordingly the Transferor came to be admitted to membership of said society and in turn the said society allotted and transferred the said shares pertaining to said unit in terms with said Agreement. And whereas the Transferor is since in continuous use, occupation and exclusive possession of the said Unit without any interruption or hindrance.

xi) The aforementioned chain of Agreements have been received and recorded by the said society in it's books and registers and entered the names of respective purchasers or transferees in the register of members and property register and endorsed the share certificate pertaining to said shares accordingly - copy of whereof is annexed hereto as Exhibit.

xii) The Transferor further declares and represent to the Transferee as under:-

a) That, by virtue of said Agreement it is in peaceful vacant continuous possession of said Unit on ownership basis free from encumbrance and reasonable doubts and that the said Unit is not a subject matter of third party claim dispute or litigation of any kind and that and save and except itself no any person or persons claiming as assignee nominee mortgagee or creditor etc. are interested in the said Unit on whatso pretext or grounds;

b) That, the said Unit is not subject matter of mortgage or lien and save and except the agreement for sale dated 2.4.1971 made between said builder and Original Allottee, all other original title deeds related to the said Unit as listed in the second schedule hereto are in it's custody and that the said Unit or shares thereof are not subject matter of attachment or dispute of what so nature and the title of the said unit is free from encumbrance and reasonable doubts;

c) That the original / promoters agreement for sale dated 2ND April 1971 made between Said Builders and Original Allottee is misplaced and untraceable and the Transferor has declared the same as lost and untraceable and assures states declares and undertakes that the agreement for sale dated 2ND April 1971 (said Lost Document) is not deposited with any person or persons as security or otherwise and undertakes to indemnify



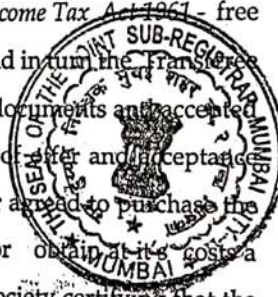
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and keep indemnified the Transferee against any actions claims proceedings if made established or commenced by any such person or persons claiming interest in the said unit on the basis of having in his custody the original of said Lost Document and further undertakes to bear the costs the Transferee may suffer or incur in defending such claims if made any time in future.

- d) That, the preceding agreements including the said Agreement are not subject matter of any action or proceedings under the provisions of Maha. Stamps Act 1958 or Registration Act 1908 and undertakes to Indemnify and keep indemnified the Transferee against any actions claims proceedings and costs.
- e) That, it has paid all amounts deposits taxes charges etc. to all concerned claimants including the said society, MGL, BEST etc. and undertakes to indemnify and keep indemnified the Transferee against any actions claims proceedings and costs.

xiii) The Transferor has offered to dispose of the said Unit and the assign the benefits of preceding agreements at lumpsum amount of sum of Rs. 2,70,00,000/- (Rupees Two Crore Seventy Lakh Only) - inclusive of 1 % TDS deducted u/s. 194IA of Income Tax Act 1961 - free from encumbrance and reasonable doubts and in turn the Transferor has inspected the said Unit and the related documents and accepted the offer of Transferor in terms with letter of offer and acceptance signed prior to execution hereof and further agreed to purchase the said Unit provided FIRSTLY the Transferor obtain its cost a No Objection letter or NOC from the said society certifying that the said Unit is not subject matter of charge, claim, dispute, proceedings or litigation and SECONDLY the Transferor agree and undertakes to bear the expense of proper stamp duty and registration fees payable against the execution hereof and THIRDLY the Transferor hand over peaceful vacant possession of said Unit together with original documents as listed in the second schedule hereto on payment of entire agreed consideration price.



The Transferor has agreed to obtain such letter of NOC from said Society and notwithstanding what is contained in section 30 of the Maha. Stamp Act 1958 it agrees and undertakes to bear the expense of providing the proper stamp duty and registration fees and further undertakes to handover to the Transferee peaceful vacant

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possession of said Unit along with original documents as listed in the second schedule hereto and related to said Unit subject to what is agreed hereof.

xiv) And, pursuant to negotiations the Transferee has agreed to purchase acquire and hold and in turn the Transferor has agreed to sell transfer and convey the said Unit together with it's interest in the said shares at lumpsum consideration price of sum of Rs. . 2,70,00,000/- (Rupees Two Crore Seventy Lakh Only) payable to the Transferor in the manner and subject to terms and conditions as herein below appearing.

NOW THIS AGREEMENT WITNESSETH AS UNDER AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. In consideration of here above recited agreement and in the premises the Transferor herein intend to transfer, assign, sell and convey unto and to Transferee hereto all that right, title and interest in the said Unit free from encumbrances together with occupancy rights on ownership basis in respect of the said Unit and all that interest in the said shares allotted by said society in respect of said Unit more particularly described in the First Schedule hereunder written and the Transferee herein doth hereby agree to hold acquire and possess or purchase the same from the Transferor free from encumbrance on what is popularly known as ownership basis subject to what is agreed hereof.

2. The Transferor has represented to the Transferee that:-
(i) It has received from the said Third Vendors peaceful vacant possession of said Unit in terms with said Agreement and the Transferor is since in exclusive and continuous use occupation possession of said Unit together with all deeds - save and except said lost document - as listed in the Second Schedule hereto without any obstruction and the same is not subject matter of any action demand attachment dispute etc. of what so



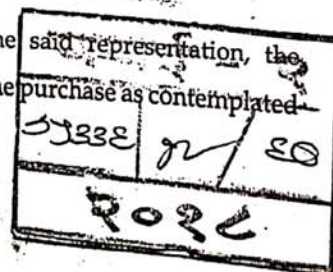
नाम	नाम	nature
9733E	97/50	(ii) It has intimated the said Society of it's intention to sell the said Unit and transfer the said Shares and it is not forbidden by any Act or Rules or by provision of Bye-Laws of the said Society, or Rules And Regulation framed there under or any legislation to transfer, assign, sell or assure or alienate the said Shares and the said Unit to the Transferee .
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- (iii) It has good right and absolute authority to deal with and dispose of the said Unit at such consideration price and on such terms and conditions it deems just and proper and save and except it self no any person or persons are interested in the said Unit either lawfully or equitably.
- (iv) There are no charges, encumbrances, liens or third party claims, lispensens, attachments or any other process issued by any court or authority with respect to the said Unit.
- (v) There is no insolvency proceeding initiated or intended to be initiated against the Transferor nor is any petition or application for insolvency or liquidation or other similar application pending or threatened against the Transferor .
- (vi) The said lost document is declared by Transferor as misplaced and lost for all purposes and assures that the same is not deposited with any person or persons as security or otherwise and undertakes to indemnify and keep indemnified the Transferee against any actions claims proceedings and costs .
- (vii) The preceding agreements including the said Agreement are still valid and subsisting and not subject matter of action notice demand recoveries penalties or proceedings of whatso kind and undertakes to indemnify and keep indemnified the Transferee against any actions claims proceedings and costs and further agree that - subject to this Agreement all right and benefit under the said Agreement belonging to or available to the Transferor to possess and occupy the said Unit will hereafter belong to and be available to the Transferee as Unit Purchaser.
- (viii) It has obtained or undertakes to obtain at it's costs a No.Objection letter (NOC) from the said Society also certifying that that no dues are payable by the Transferor and said unit is not subject matter of any litigation etc.

It is however clarified that obtaining neither said NOC shall not suffice to cause transfer of said shares and said Unit in the record of rights with said society nor construed as evidence of membership and the same is subject to providing the said society the evidence of completion of sale in terms of payment of agreed consideration price as contemplated hereto- such as possession letter.

3. The Transferor is aware that relying on the said representation, the Transferee has agreed to execute & complete the purchase as contemplated under this Agreement.

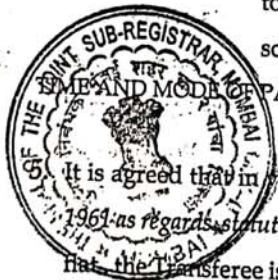


4. The Transferor has agreed to transfer, and the Transferee has agreed to hold, acquire and purchase from the Transferor the said Unit and incidental thereof for the total consideration price of Rs. 2,70,00,000/- (Rupees Two Crore Seventy Lakh Only) - inclusive of sum of Rs. 2,70,000/- being 1 % TDS paid by the Transferee as statutory deduction u/s. 194IA of Income Tax Act 1961 and Rules made there under - in lumpsum which is payable by the Transferee to the Transferor herein in manner as under:-

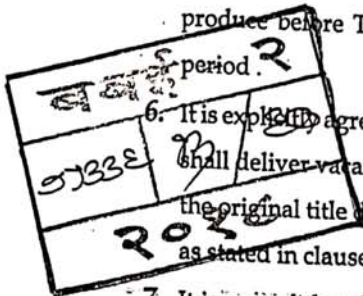
a) Rs. 2,56,30,000/- (Rupees Two Crore Fifty Six Lakh Thirty Thousand Only) on or before the day of execution of this Agreement referred to hereinafter as the "First Part Payment" and the Transferor admits having received the said amount (The Payment and receipt whereof of the Transferor herein hereby admits and acknowledges).

b) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand Only) towards 1% TDS on account of Transferor - within stipulated time period or on or before 7th January 2019.

c) Rs. 11,00,000/- (Rupees Eleven Lakh only) being final part payment out of agreed consideration price within 45 days of obtaining from said society said NOC OR on or before 31st January 2019 against receiving vacant, peaceful possession of the said Unit free from encumbrances together with original title deeds as listed in the second schedule hereto from the Transferor herein.



It is agreed that in view of provision of section 194 -1A of Income Tax Act 1961 as regards statutory deduction of TDS by Transferee as purchaser of said flat the Transferee is hereby irrevocably authorized by Transferor to pay the TDS on account of Transferor and Transferee agree and undertakes to produce before Transferor the duly paid challan within stipulated time period.



6. It is explicitly agreed by and between the parties hereto that the Transferor shall deliver vacant and peaceful possession of the said Unit together with the original title deeds after receiving final part payment of Rs. 11,00,000/- as stated in clause 4 (a) (b) and (c) hereabove.

7. It is agreed that the parties hereto shall sign and deliver prescribed forms and papers as annexed to the registered Bye-laws of said society and - if

necessary shall attend the office of said Society and further execute and deliver requisite documents and pay necessary fees and charges as required by the said Society.

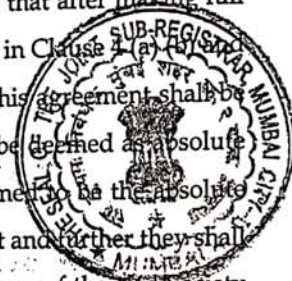
8. It is further agreed by and between the parties hereto that the entire cost and expenses of transferring the said Unit and the said shares viz. Transfer fees or/premium on transfer of said shares payable to the said society shall be shared equally by the parties hereto.

9. The Transferor has paid all the dues charges taxes and monthly outgoings in respect of said Unit to concerned claimants including the assessment tax to BMC, Electricity charges to BEST Ltd. and the monthly outgoings including the maintenance charges to the said society - which is inclusive of bldg. repair funds etc., and undertakes to indemnify and keep indemnified the purchasers against any actions claims proceedings and costs.

10. It is explicitly agreed between the parties hereto that in an event of either party committing default, the other party shall be entitled to file a suit for specific performance of this contract and/or damages - if any- as provided under Specific Relief Act, 1963.

11. It is also agreed by and between the parties hereto that after making full and final payment of the consideration price stated in Clause 2 (a) (i) (c) hereinabove - the sale as contemplated under this agreement shall be deemed to be complete and the Transferee shall be deemed as absolute owners of the said Unit and be entitled to or deemed to be the absolute holders of the said shares in respect of the said Unit and further they shall be entitled to get themselves enrolled as the members of the said Society without any claim or objection of whatsoever nature from Transferor and/or any other person or persons acting under the Transferor lawfully and /or equitably.

12. The Transferor declares and confirms that it and/or any person or persons acting on or it's behalf have not created any type of other or further charge or encumbrances or third party rights in and over the said Unit and/or any part thereof and the same are free from all/any such encumbrances and the Transferor herein undertakes to indemnify and keep indemnified the Transferee herein against any loss, costs, charges and expenses the Transferee may incur, or suffer on account of defending such claim if established by any person or persons found interested in the



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२०२८		

said Unit more particularly described in the schedule hereunder written, or any part thereof.

13. The Transferor further declares that - subject to clause (4) hereof - IT shall and will from time to time and at all times hereafter upon the request and the costs of the Transferee do and execute or cause to be done or executed, all such acts, deeds and things whatsoever for further and more perfectly assuring all or any of the said Unit unto and to the use of the Transferee in such manner aforesaid as shall or may be reasonably required by the Transferee .

14. The Transferor undertakes to pay all the monthly outgoings in respect of the said Unit till the date of giving physical, vacant possession of the said Unit and the Transferee undertakes to pay the same thereafter.

15. The Transferor has represented to the Transferee that the preceding Agreement for sale including the said Agreement are not subject matter of demand, recoveries, penalties etc. under the provision of The Bombay Stamp Act 1958 and /or Registration Act 1908 on what so account and undertakes to indemnify and keep indemnified and harmless the Transferee against any action, claims, proceedings and costs.

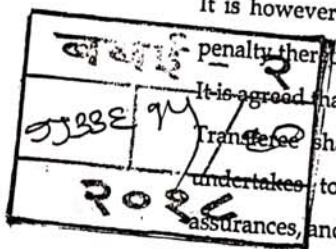
16. Notwithstanding the provisions of S.30 of Maha. Stamp Act 1958 , it is explicitly agreed by and between the parties hereto that the expense of stamp duty and the registration fees, payable against execution of this Agreement shall be borne and paid by the Transferor alone.

The Transferor has borne entire expense of stamp duty of sum of Rs. 20,000/- as per true market value determined by applying true market rates available under Annual Statement of Rates published by IGR / Chief Controller of Stamps, M.S. with permitted concessions / deduction as provided under the Maharashtra Stamps Rules 1995 and is subject to approval by competent authorities; (Sub-Registrar) Mumbai Suburban District.

It is however agreed that the deficit stamp duty - if any togetherwith penalty thereon shall be paid by the Transferee alone.

It is agreed that as and when this Agreement is lodged for registration, the Transferee shall lodge the same for registration, and the Transferor undertakes to attend the office of the concerned Sub-Registrar of assurances, and admit execution thereof without any objection or demand.

17. It is explicitly agreed by the Transferor that, subject to payment of agreed consideration price, this Agreement annuls any such agreement -if any-



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nomination, will or any such similar writing that the Transferor might have executed in favor of any such third party or person or bank whosoever, save and except executed with the Transferee .

18. The Transferor and the Transferee declare that they have entered in to this contract on their own free will and consent.

The Transferor aver that prior to execution hereof it has not made or entered into any agreement - oral or express concerning said Unit or said shares with any third party and undertakes to indemnify the Transferee against any action claims proceedings and costs.

The Transferee on it's part declare that prior to execution hereof it has made reasonable inquires and further acquainted itself with the covenants of said Agreement and with the provisions of byelaws of said society and related provision of the Maharashtra Ownership Flats Act 1963 r/w. Maharashtra Co-op Societies Act 1960 and Rules made there under.

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands or signatures hereinabove on the day and year first hereinabove written.

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पदांक - २	
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THE FIRST SCHEDULE OF THE PROPERTY REFERRED TO ABOVE:

All that an industrial premises, admeasuring 1107 Sq.Ft. Carpet area equivalent to 123.41 sq.mtr. chargeable built up area being Unit No. 24 on 2nd floor in Industrial building called Lakshmi Industrial Estate also known as Lakshmi Industrial Premises Co-Operative Society Ltd., situated at Shankar Rao Naram Path, off G. K. Marg, Lower Parel, Mumbai, Maharashtra 400013, standing on part of land or ground bearing Cadastral Survey No 441 lying at Lower Parel division in the Registration District of Mumbai City in G/South ward within the limits of Brihan Mumbai Municipal Corporation. The building under reference is assessed by Asstt. Assessor and Collector G/S ward MCGM vide No. GS-2173(5) A/C. No. GS-06-09-00-77 since 1.4.1966 and was constructed in the year 1966 .

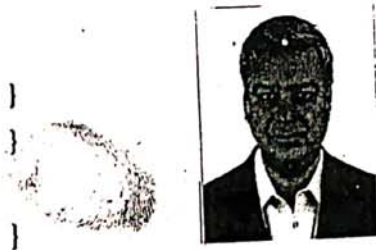
THE SECOND SCHEDULE REFERRED HEREBOWE:

- a) Agreement for sale between Builder and Original Allottee dated 2nd April 1971
- b) Agreement for sale between Original Allottee and said 1st Vendors dated 3rd August 1976.
- c) Agreement for sale between said 1st Vendors and 2nd Vendor dated 10th June 1982
- d) Agreement for sale between said 2nd Vendors and 3rd Vendor dated 2nd August 1993 .
- e) Agreement between said 3rd Vendors and Transferor dated 15th December 1997
- f) Share certificate no. issued by society.



वर्ग - २
१५/१५/९७
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SIGNED, SEALED, and DELIVERED BY
The withinnamed " Transferor "
M/s. Esjay International Pvt. Ltd.
P.A. No. AAACE1066B



through the hands of Director/s / Managing Director For Esjay International Pvt. Ltd.
Shri Sunil G. Jhangiani
Vide resolution passed in the meeting of
board of directors held on/ dated 27/11/2018

[Handwritten signature]

Director.

In the presence of
Shri Hasmukh K Thaker
Sign →

[Handwritten signature]



SIGNED, SEALED and DELIVERED BY
The withinnamed " Transferee "
M/s. SAP Print Solutions Pvt. Ltd.,
P.A. No. AALCS8406N

For SAP PRINT SOLUTIONS PVT. LTD.

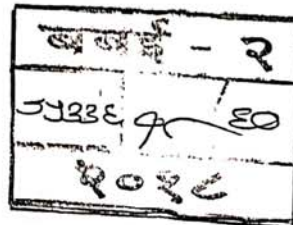
Vide resolution passed in the meeting of
board of directors held on/ dated 30/11/2018
through the hands of Director
Shri Sanjay B. Bamne

[Handwritten signature]

Director

In the presence of
Shri/Smt. Sunil N. Dasawant
Sign →

[Handwritten signature]



RECEIPT

RECEIVED of and from M/s. SAP Print Solutions Pvt. Ltd., The Transferee hereinabove, the sum of Rs. Rs. 2,56,30,000/- (Rupees Two Crore Fifty Six Lakh Thirty Thousand Only) as first part payment vide Clause No.4(a) hereinabove, as detailed hereinunder : -

Amount Rs.	Cheque no.	Date	Bank	Branch
11,00,000/-	001168	10.10.2018	Saraswat Co-op Bank	Lower Parel Mumbai

Amount Rs.	UTR No.	Date	Drawer Bank /Branch	Drawee Bank /Branch
2,45,30,000/-	SRCBR92018 122000075920	20.12.2018	Saraswat Co-op Bank , Lower Parel Mumbai	Standard Chartered Bank , M G Road Branch

I SAY RECEIVED

Rs. 2,56,30,000/-

M/s. Esjay International Pvt. Ltd.

(Transferor Sign)

Seal of Co.



in the presence of

① _____
② _____

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