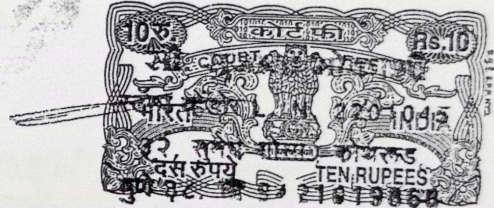
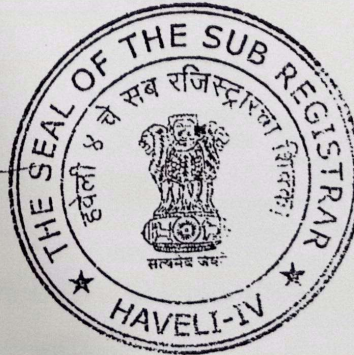


गावाचे नाव : कोथरुड

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप अभिहस्तांतरण व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 6,725,000.00
बा.भा. रु. 6,500,140.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1)(1) वर्णन: मौजे कोथरुड पुणे येथील स.नं. 67/2 + 4 ते 7+9 ते 11 /अे या मिळकतीवरील भुजबळ टारुनशिप मधील बिल्डींग नं बी - 2 या इमारतीतील दहाव्या मजल्यावरील फ्लॅट नं 1003 यासी क्षेत्र 975 चौ फुट / 90.57 चौ मी बिल्टअप व लगतचे टेरेस क्षेत्र 170 चौ फुट / 15.79 चौ मी (एकूण सेलेबल क्षेत्र 1060 चौ फुट) व एक कार पार्किंगसह मिळकत
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) श्री रमेश विजयकांत टकले; घर/फ्लॅट नं: -; गल्ली/रस्ता: 52-41बी. सी - 8; ईमारतीचे नाव: -; ईमारत नं: माणिक अपार्टमेंट; पेठ/वसाहत: कोथरुड; शहर/गाव: पुणे; तालुका: -; पिन नम्बर: ACLPT0805D.
(2) सौ स्वाती रमेश टकले; घर/फ्लॅट नं: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AEHPR1219K.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) अमित - शाह; घर/फ्लॅट नं: A 3; गल्ली/रस्ता: -; ईमारतीचे नाव: बुडलॅंड अपार्टमेंट, गांधीभवन जवळ; ईमारत नं: कोथरुड; पेठ/वसाहत: पुणे; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ATZPS7532B.
(2) सौ चार्मी अमित शाह; घर/फ्लॅट नं: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: F -60.
- (7) दिनांक करून दिल्याचा 30/05/2012
- (8) नोंदणीचा 30/05/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 5372 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 336250.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



मां नक्कल केली दस्तासोबतची नक्कल
मी वाचली, अर्जदार श्री
मी रुजवात घेतली यांना दिली. दि. 30/5/12



सह. दुय्यम निबंधक(वर्ग-२) हवेली क्र ४, पुणे

VIDYA SAHAKARI BANK LTD. Paud Road Branch, Pune - 411 038 Franking Deposit Slip
 Govt. of Mah. General Stamp Office Licence No. 1092/02/10/588 - 92/10 Dt. 19.4.2010

(Customer Copy)
 Deposit
 Paud Road Branch, Pune - 411 038
 Pay to VIDYA SAHAKARI BANK LTD.
 A/c Stamp Duty

Date: 29.5.12 9774
 Franking Value Rs. 3,36,250/-
 (Stamp Duty)
 Service Charges Rs. 10/-
 Total Rs. 3,36,260/-

Name of Stamp duty paying party :
 Mr. Amit shah
 Woodland Apt. Near
 Gandhi Bhavan
 Kothrud, Pune - 38

VIDYA SAHAKARI BANK LTD.
 PAUD ROAD BR., PUNE
 29 MAY 2012
 RECEIVED COLLECTION
 MORNING / EVENING

Cash / DD / Cheque No. '027082'
 Drawn on Bank HDFC Bank
 Branch Kothrud.

FRANKING NO.
 111465
 Tran ID 12733

S. Paikar
 Officer

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT MADE AND EXECUTED AT
 PUNE ON THIS 30th DAY OF MAY 2012.



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VIDYA SAHAKARI BANK LTD
PLOT NO. 3, PRASANT HSG.
SOC., NR. AKESHWA HOSPITAL,
PAUD ROAD, PUNE - 411 029



D-5/STP(V)/C.R.1892/02/18/568-92/10
2

नांव/Name Amit Shah
पता/Address Woodland Apt.
Kothrud Pune
हस्ते/By N. A. Mohiye
पावती क्र./Receipt No. 3774

For Vidya Sahakari Bank Ltd.

S. Patil
Authorised Signatory

ट मुद्रांक प्रेकिंग अल्ट्रा व्हायलेट लॅम्प खाली
मसले व एस. एम. एस. / संबंधित प्रतिकृत
धिकार्यानी सुरक्षितपणे संजळी राखून, पेज
नेवा आदरु. ०००००.

BETWEEN

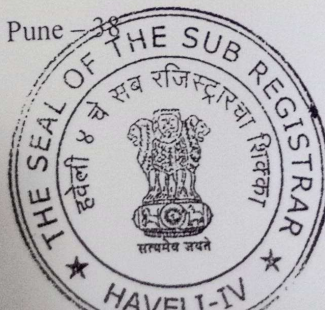
- 1) MR. AMIT SHAH,
Age about : 31 yrs., Occ.- Service (Software professional),
PAN - ATZPS7532B,
- 2) MRS. CHARMI AMIT SHAH,
Age about: 27 yrs., Occ.- Housewife,
Both R/at -A-3, Woodland Apt., Near Gandhi Bhavan,
Kothrud, Pune - 38

HEREINAFTER called as the "PURCHASERS/ TRANSFEREES"
(which expression shall unless repugnant to the context or meaning
thereof be shall mean and include their heirs, executors, administrators
and assignees)

.... PARTY OF THE FIRST PART

AND

- 1) MR. RAMESH VIJAYKANT TAKALE,
Age about : 33yrs., Occ. - Service,
PAN NO. ACLPT0805D
- 2) MRS. SWATI RAMESH TAKALE,
Age about : 32 yrs., Occ. - Housewife,
PAN NO. AEHPR1219K
Both R/at - S.No. 52-419 C-8, Manik Apartment,
Kothrud, Pune - 38



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HEREINAFTER called as the "VENDORS/ TRANSFERORS" (which expression shall unless repugnant to the context or meaning thereof be shall mean and include their heirs, executors, administrators and assignees)

...PARTY OF THE SECOND PART

WHEREAS, all that piece & parcel of plot of land bearing S. no. 67, H. No. 2 + 4 to 7 + 9 to 11/A, adm. an area of 40,700 sq.mtrs. situated at kothrud, Pune (more particularly described in schedule I hereunder written) belongs to the J.D. Bhujbal H.U.F. karta and manager represented through Mr. Jagannath Damodar Bhujbal and others (i.e. owners therein) and K.D. Bhujbal H.U.F. karta and manager represented through Mr. Keshav Damodar Bhujbal and others.(i.e. consenting party therein)

AND WHEREAS the said property is an ancestral property of the J.D. Bhujbal H.U.F. karta and manager represented through Mr. Jagannath Damodar Bhujbal and others (i.e. owners therein) and K.D. Bhujbal H.U.F. karta and manager represented through Mr. Keshav Damodar Bhujbal and others (i.e. consenting party therein) and they have equal undivided share in the said property.

AND WHEREAS J.D. Bhujbal H.U.F. karta and manager represented through Mr. Jagannath Damodar Bhujbal and others had filled their returns u/s. 6(1) of the urban land (ceiling & regulation) act 1978 bearing case nos. 645, 646, 647, 648, 649 BH and as per the order dt. 11/03/1980 of the competent authority the said property was declared as a surplus land as per the provision of the said act.

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demanded from the Developer and the Developer had given inspection to
1) Mr. Ramesh Vijaykant Takale and others of all documents of title relating to the said land, M.O.U. dt. 30/12/96 and supplementary M.O.U. dt. 08/10/2005 and the sanctioned plans, design and specifications prepared by the Developer's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as " the said Act") and the rules made there under and **1) Mr. Ramesh Vijaykant Takale** and others had satisfied about the right and authority of the Developer to develop the said property and title of the Owners to the said property. **1) Mr. Ramesh Vijaykant Takale** and others shall not be entitled to challenge or question the title of the said owner and the right / authority of the Developer to enter into this agreement.

AND WHEREAS, the Developer had accordingly commenced construction of the said building/s in accordance with the said plan.

AND WHEREAS 1) Mr. Ramesh Vijaykant Takale and others applied to the Developer, for allotment of Flat No. 1003 on the 10th Floor area admeasuring about 90.57 sq. mtrs. (i.e. 975 sq.ft.) Built-up together with attached terrace admeasuring 15.79 Sq.Mtrs. (i.e. 170. sq.ft.), (i.e. Total Saleable Area admeasuring about 1,060 sq.ft.), along with right to use one car parking space in building No. B-2, to **1) Mr. Ramesh Vijaykant Takale** and others (hereinafter referred as THE SAID FLAT which is more particularly described in the schedule II hereunder written) in the building situated at S.No. 67, Hissa No. 2+4 to 7+9 to 11/A at Kothrud, Pune.



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AND WHEREAS, the Developer, agreed to sell to 1) Mr. Ramesh Vijaykant Takale and others said Flat (which is inclusive of exclusive right of use of parking).

AND WHEREAS, under section 4 of the said Act, the Developer is required to execute a written Agreement for sale of said Flat to the 1) Mr. Ramesh Vijaykant Takale and others, being in fact these presents and also to register the said Agreement under the Registration Act.

AND WHEREAS M/S. BHUJBAL BROTHERS CONSTRUCTION COMPANY (PAN NO. AAGFB7974A) a partnership firm represented through its one of its partner, Mr. Suraj Raman Bhujbal and others (Developers therein) and J.D. Bhujbal H.U.F. karta and manager represented through Mr. Jagannath Damodar Bhujbal and others (i.e. owners therein) and K.D. Bhujbal H.U.F. karta and manager represented through Mr. Keshav Damodar Bhujbal and others (i.e. consenting party therein) executed, Article of Agreement dt. 22/12/2009, at Sr. No. 9312/2009, regd. in the office of Sub-Registrar Haveli No. 4, Pune in favour of 1) Mr. Ramesh Vijaykant Takale and 2) Mrs. Swati Ramesh Takale (i. e. Vendors herein). by virtue of the said agreement 1) Mr. Ramesh Vijaykant Takale and 2) Mrs. Swati Ramesh Takale are seized and possessed of or otherwise well and sufficiently entitled to the said Flat.

AND WHEREAS the Pune Municipal Corporation has issued the Completion Certificate no. 04775 in respect of the SAID FLAT vide No. OCC/1106/10, dated 29-3-2011.

AND WHEREAS 1) Mr. Ramesh Vijaykant Takale 2) Mrs. Swati Ramesh Takale (hereinafter referred as the vendors) do not find the said Flat convenient for their own use and occupation, as such Vendors /

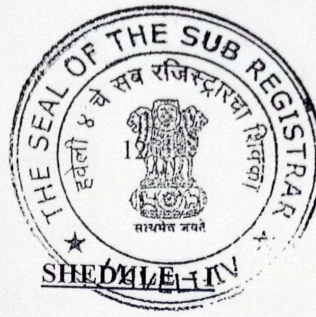


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Residential Flat No. 1003 on the 10th Floor area adm. about 90.57 sq. mtrs. (i.e. 975 sq. ft.) Built – up together with attached terrace adm. 15.79 Sq. mtrs. (i.e. 170 sq.ft.), (i.e. Total Saleable Area adm. about 1,060 sq. Ft.) along with rights to use one Car Parking space in building No. B-2, in the “Bhujbal Township” constructed on the total land bearing S.No. 67,H. No. 2+4 to 7+9 to 11A, at Kothrud, Pune.

- 2) That, the Vendors/Transferors hereby conveys, transfer and assign forever all their rights, title and interests including all their occupancy and ownership rights therein in the said Flat to and in favor of the Purchasers/Transferees and the Vendors/Transferors hereby accept the Purchasers/ Transferees as sole and exclusive owner and occupant of the said Flat.
- 3) That, the Purchasers/Transferees have agreed to pay the total consideration amount of **Rs. 67,25,000/- (Rs. Sixty seven lacs twenty five thousand Only)** to the Vendors/Transferors and the Purchasers/ Transferees have paid the amount to the Vendors/Transferors including as under:-

- Rs. 1,00,000/-** Received Cheque No.627567, dt. 15/04/2012
Drawn on HDFC Bank Ltd., Bhandarkar Rd Br.
- Rs. 26,25,000/-** Received Ch. No. 627570, dt.05-05-2012 drawn on
HDFC Bank, Bhandarkar Rd Br., Pune.
- Rs. 40,00,000/-** Received Ch. No. 306765, dt. 30-05-2012 drawn on
HDFC Bank ltd., Bhandarkar Rd Br., Pune.



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In registration district Pune and in Sub – Registration Taluka Haveli, within the limits of Pune Municipal Corporation a property situated at Kothrud, Taluka Haveli, Pune city, located in ‘THE REMAINING AREA’ bearing S. No. 67/2 + 4 to 7 + 9 to 11/A, adm. about 40,700 sq. mtrs and the said property as bounded as follows;

On or towards the East : by S. No. 54
On or towards the West : by S. No. 70
On or towards the South : by S. No. 67/1+3
On or towards the North : by S. No. 68

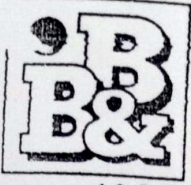
SCHEDULE – II

(Details of the ‘Said Flat’ which is the subject matter of these presents)

Flat No. 1003 on the 10th Floor area adm. about **90.57 sq. mtrs.** (i.e. 975 sq. ft.) **Built – up** together with attached **terrace adm. 15.79 Sq. mtrs.** (i.e. 170 sq.ft.), (i.e. Total Saleable Area adm. about 1,060 sq. Ft.) along with rights to use one Car Parking space in building No. B-2, in the “Bhujbal Township” constructed on the land bearing S.No. 67/2+4 to 7+9 to 11A, at Kothrud, Pune.

LOCATION : (Div. / Sub Div. 21.372.2)

Area of the Flat : 90.57 sq. mtrs. (i.e. 975 sq. ft.) Built – up
Area of terrace : adm. 15.79 Sq. mtrs. (i.e. 170 sq.ft.)
Consideration : Rs. 67,25,000/-
Stamp Paid : Rs. 3,36,250/-
Registration Fee : Rs. 30,000/-



M/s. Bhujbal Brothers Construction Co.

Residential

Commercial

IT Park

Bhujbal House, Damodar Estate, Wing 1, Bhujbal Baug, Karve Nagar, Pune 411 052.

Tel./Fax : 020-2544 4206, 3231 4761, 98221 72820, 98816 74020

e-mail : bb_construction@rediffmail.com

Website : www.bhujbalconstruction.com

सुन्दर स्वप्नांची निर्मिती

POSSESSION LETTER

Date:- 23/04/2010

This is to confirm and state that M/s. Bhujbal Brothers Cons Co. today handed over peaceful and vacant Possession of the flat bearing No. **1003** the **10th** floor in the building No. B-2 at Survey No. 67, Hissa No. 2+4 to 7+9 to 11/A Bhujbal Township Kothrud, Pune 38. as per the terms and conditions of registered Agreement dated **22/12/2009** to us. We have personally verified the area, construction and specifications of the said Flat. No. **1003** and We are fully satisfied about the same. We hereby state and confirm that We shall not claim any kind of compensation against the developer/builder herein.

This is also to confirm that in full and final satisfaction of the said agreement, and henceforth. We shall carry out our obligations under the said Agreement dated **22/12/2009** and General Laws in respect of the said Flat and We do not have any claims monetary or otherwise against M/s. Bhujbal Brothers Cons Co.

Place: Pune

Date : 23/04/2010

MR. RAMESH VIJAYKANT TAKALE

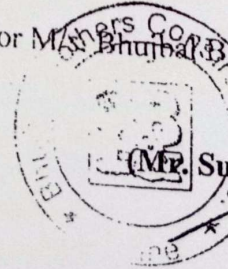
MRS. SWATI RAMESH TAKALE

THE FLAT PURCHASER

DECLARATION BY THE DEVELOPER/BUILDER

We M/s. Bhujbal Brothers Cons Co. i.e. developer/builder hereby certify that, we do not have any dues to be recovered from MR. RAMESH VIJAYKANT TAKALE and MRS. SWATI RAMESH TAKALE against the said flat No.1003. And we have handed over peaceful and vacant possession of the said flat bearing No. 1003 to the purchasers herein, which is duly completed in all respect and which is verified and confirmed by the above signed purchasers about the same on date:- 23/04/2010.

For M/s. Bhujbal Brothers Cons Co.



(Mr. Suraj R. Bhujbal)
Partner



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Mr. Ramesh V. Takale

Flat No. 1003, B-2, BHUJBAL TOWNSHIP,

Survey no. 67, Eklavya Polytechnic

Kothrud, Pune: - 411 038.

Date: - 18 April 2010.

Sub: Given flat for Possession.

Dear Sir,

I have agreed to purchase Flat No. 1003, in the B-2, Building at bhujbal township, Kothrud Pune. I am requesting to you to give the Keys of the said flat for Possession. I have Verified, checked the said flat and there is no internal work damage and crack (with R.C.C. Structure, Plaster, All Tiles, Granite, Aluminum Window, Electric Switches, Sanitary ware, C.P. Plumbing Fittings, Carpentry Work & Door Fittings, Etc.).

Now I am undertaking my personal internal work, during the said internal work I shall not change the R.C.C. structure of the said flat and if any kind of damages caused to the said flat I shall take entirely responsibility of the same and shall not complaint for the same to you for their repairing. And I shall repair such damages on my own cost.

R.V. Takale
Mr. Ramesh V. Takale

Flat No.1003, B-2.Bldg.

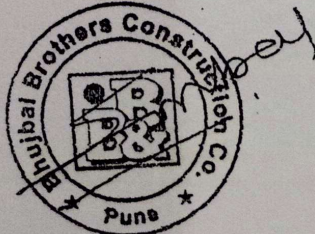
Signature: *R.V. Takale*

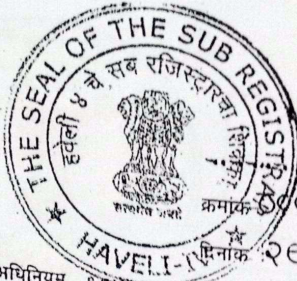
18/4/10

Site Incharge,

Bhujbal township,

Of M/s. Bhujbal Brothers Construction Co.





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[मुंबई प्रांतिक महानगरपालिका अधिनियम, १९४९-कलम २६३ (१) अन्वये]

भोगवटा पत्र 'B2 Bldg' संपूर्ण

श्री. श्रीमती रमण दामोदर भुजबळ तर्फे श्री सुरज रमण भुजबळ
 राहणार तर्फे आर्की अखण काळे, ३२ कर्वे रोड पुणे ४११००४.

यांस -

आपणांस मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९, कलमे २५३/२५४ व एम्. आर. टी. पी. अक्ट
 कलमे ४५/६९ प्रमाणे पुणे, पेठ कोथरुड घरांक फायनल प्लॉट क्र.
 सर्वे क्र. ६७/२+४७+९+११/११ टी. पी. स्कीम नंबर यांत
 डील संमती पत्र / कमेन्समेंट सर्टिफिकेट क्रमांक ८८/३५८०/०८ दिनांक १२/३/२००९

अन्वये बांधकाम करण्यास परवानगी देण्यात आली आहे. सदरील संमती पत्र / कमेन्समेंट सर्टिफिकेटप्रमाणे सर्व
 ही भागाचे काम पुरे झाल्याबद्दल व सदर नवीन बांधलेल्या इमारतीची जागा उपयोगात आणावयास समती
 मिळण्याबाबत दिनांक ८ : २ : २००९ रोजी अर्ज केल्यावरून आपणामुंबई प्रांतिक महानगरपालिका
 अधिनियम १९४९, कलम २६३ (१) प्रमाणे कळविण्यात येते की, खालील नमूद केलेल्या अटोवर पुढील वर्णनाचा
 इमारतीचा भाग उपयोगात आणण्यास संमती देण्यात येत आहे.

हे आऊट मधील बिडिंग.

उपयोगात आणावयाच्या बांधकामाचे वर्णन 'B2 Bldg'
 सदनिका क्रमांक मुकुण सदनिका

- मजले बेसमेंट+पार्किंग — सेमी बेसमेंट+पार्किंग — सेमी बेसमेंट+पार्किंग
- १) मजला — १०१, १०२, १०३, १०४ — ४ सदनिका
 - २) मजला — २०१, २०२, २०३, २०४ — ४
 - ३) मजला — ३०१, ३०२, ३०३, ३०४ — ४
 - ४) मजला — ४०१, ४०२, ४०३, ४०४ — ४
 - ५) मजला — ५०१, ५०२, ५०३, ५०४ — ४
 - ६) मजला — ६०१, ६०२, ६०३, ६०४ — ४
 - ७) मजला — ७०१, ७०२, ७०३, ७०४ — ४
 - ८) मजला — ८०१, ८०२, ८०३, ८०४ — ४
 - ९) मजला — ९०१, ९०२, ९०३, ९०४ — ४
 - १०) मजला — १००१, १००२, १००३, १००४ — ४
 - ११) मजला — ११०१, ११०२, ११०३ — ३
- १२) गारतीसाठी सेमी बेसमेंट+पार्किंग सह मुकुण
 ३) सदनिका फक्त.

सहस्रिका अभियंता,
 बांधकाम नियंत्रण क्र.
 पुणे महानगरपालिका.

Sunjoy

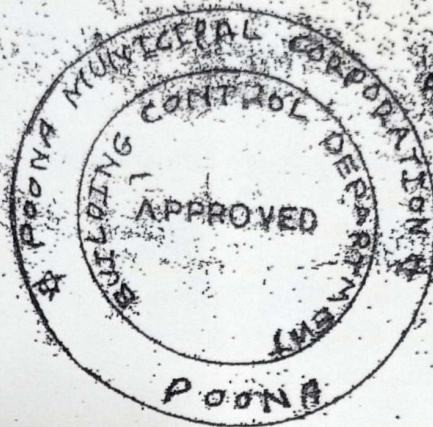
अट घडविण्यात याव्या नकारा व्यतिरिक्त कोणतेही बांधकाम (आ.
 सर्व प्रांतिवलय अंतर्गत व टॅरेसरीयल रोड, पॉडिगन वॉल कडून
 असा प्रील लायूट पार्किंग बांधिले जाणारे इ.) केल्यास, कोणतेही
 पूर्ण सुचला व देतां इतरांचे संजुर्ण अतिरिक्त बांधकामे पाहण्याकड
 वेदीस व न्यायप्रार्थने येणारा संजुर्ण सर्व प्लॅटधारक/यानक



हवल-४
 ५३०२ २९ २६

STAMP OF APPROVAL

2/2



Revised 1 दि. 12/03/2009
 APPROVED SUBJECT TO CONDITION
 APPROVED UNDER COMMENCEMENT
 CERTIFICATE NO. CC/3580/08

Bldg. Insp. Assist. Engg. P.M.C.

PROJECT

PROPOSED BUILDING ON S. NO. 67, H. NO. 2 + 4 TO 7 + 9 TO 11 / A
 AT KOTHRUD, DIST - PUNE -

BUILDING = B2

OWNER

SHRI J. D. BHUJAL

SHRI R. D. BHUJAL

M/S BHUJAL BROTHERS CONSTRUCTION COMPANY C/P

ARCHITECT

[Handwritten Signature]

ARUN KALE & ASSO.

DAFERAR HEIGHT 'A' WING
 32, KARVE ROAD PUNE - 411004
 PH. NO. 5449187

JOB NO.

SCALE

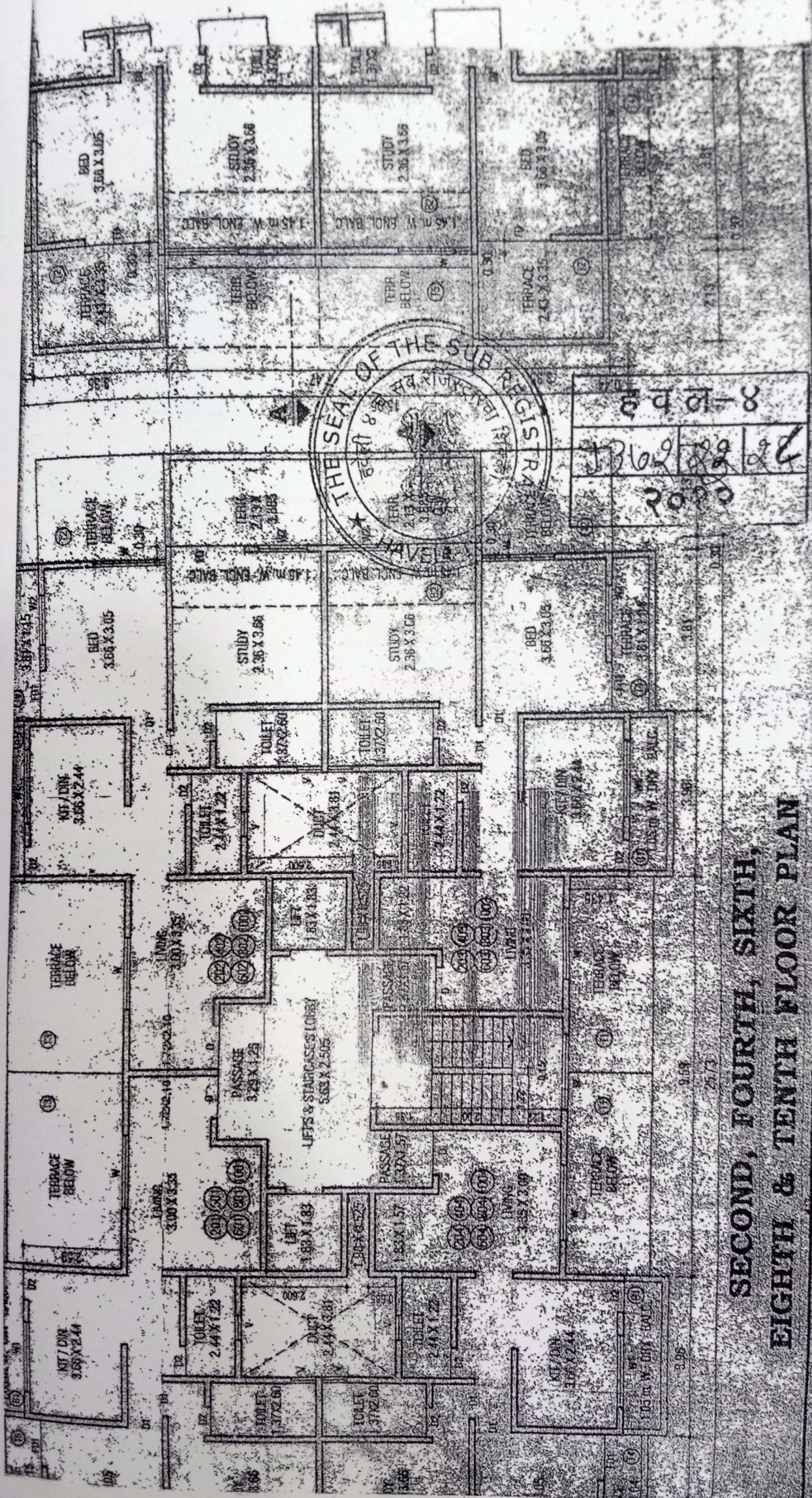
DATE

DRAWN BY

1:100

7 March 2009

RNG



ह व ल-४
 13/09/2000
 2000

SECOND, FOURTH, SIXTH,
 EIGHTH & TENTH FLOOR PLAN

मि. टी. लिवे कार्पोरेशन, ५२, बुधवार पेठ, लक्ष्मी रोड, गणपती चौक, पुणे - २

**Bhujbal Township Building No. B-2
Co-operative Housing Society Ltd.**
S. No. 67/2+4 to 7+9 To 11A of सहकारी संस्था मर्यादित
Kothrud, Pune - 411 038.

| | | |
|--|---------------------------------------|--------------------------------|
| भाग ३८९ ते | भागाचा दाखला (शेअर सर्टिफिकेट) | भाग दाखला (शेअर सर्टिफिकेट) |
| अनु. ३९० | | नं. ३९ |
| प्रत्येक भागाची दर्शनी किंमत रु. ५० | | भाग खाते नं. ३९ |

या वरून दाखला देण्यात येत आहे की

श्री. अमित शाह / श्री. चामी अमित शाह
राहणार फ्लॅट नं. १००३ यांस सदरील सहकारी संस्थेचे कायदे, कानून व पौढनियम यांस अनुसरून अधिकृत भागीदार / सभासद करून घेण्यात आले आहे आणि त्या बद्दल त्यास भाग नं. ३८९ ते ३९० भाग संख्या १० दर्शनी किंमत रु. ५००१- अक्षरी रु. पाचशे फक्त फक्त चे देण्यात येत आहे.

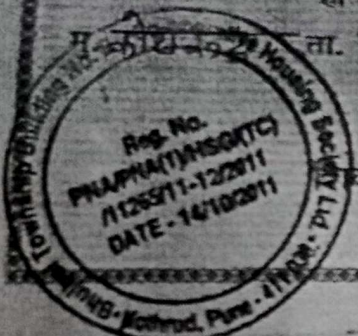
हा भागाचा दाखला सदरील सहकारी संस्थेचा सहीशिक्यानिशी दिला आहे.

मु. कोथरुड, ता. हवेली जि. पुणे ता. १० माह मार्च सन २०१३

Bhujbal Township Bldg. B-2 Co-op. Hsg. Soc. Ltd.

चेअरमन । अध्यक्ष
स्व. क. सभासद
सेक्रेटरी । चिटणीस

चिका



भाग वर्ग केल्याबद्दलचा तपशील

| क्र.सं. | भाग वर्ग | खाली वर्ग | भाग संख्या | संस्थापक वर्ग किंने | चेअरमन / सभासद वर्ग | सेक्रेटरी / चिटणीस वर्ग |
|---------|----------|--------------|---------------|---------------------|------------------------|----------------------------|
| | | | | | | |
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टीप : शेअर सर्टिफिकेट वर
कायदाचे प्रमाणानुसार, चेअरमन व
सेक्रेटरी यांच्या सहीनिशी वर
दिल्याबद्दलची वर सर्टिफिकेटच्या
वर्ग बद्दल केल्याबद्दलचा तपशील
इतर आहे.



THIS MEMORANDUM OF UNDERSTANDING (MOU) is made at Pune this 22nd
day of January, 2024;

BETWEEN

Amit
Charmi
Rainavaidya
MRS. S.S. Khanzode.

1. (a) Mr. Amit Shah (PAN ATZPS7532B) and (b) Mrs. Charmi Amit Shah (PAN ~~EEEPS2327F~~), both Indian citizens, inhabitants of Pune, residing at Flat No. 1003, 10th Floor, Bhujbal Township Building No. 2, Survey No. 67/2+4 to 7+9 to 11A, Kothrud, Pune, Pin Code 411038, hereinafter collectively referred to as "Transferors" (which expression, unless repugnant to the context or meaning thereof, includes their respective heirs, executors, administrators, and assigns) of the **ONE PART**;

AND

2. (a) Mrs. Saudamini Sudhakar Khanzode (PAN AQRPK9141P), residing at Flat No. 205, B-5 Building, Bhujbal Township, Near Ekalavya College, Near Mahatma Society, Kothrud, Pune, Pin Code 411038 and (b) Mrs. Raina Shriram Vaidya (PAN AEAPV7352L), residing at Flat No. 1203, Wing F, Raj Legacy -I, LBS Marg, Vikhroli West, Mumbai, Pin Code 400083, both Indian citizens, inhabitants of Mumbai, hereinafter collectively referred to as "Transferees" (which expression, unless repugnant to the context or meaning thereof, includes their respective heirs, executors, administrators, and assigns) of the **OTHER PART**;

The Transferors and Transferees are individually referred to as "Party" and collectively "Parties".

Capitalised words shall have the same meaning as assigned to them herein.

WHEREAS:

- A. By and under the Agreement for Sale dated 22nd December, 2009 (registered with the Sub-Registrar of Assurances Haveli -4 at Serial No. 9312/2009) ("MOFA Agreement"), executed by M/s. Bhujbal Brothers Construction Company as the Developer along with J.D. Bhujbal HUF (Karta & Manager) & Others in favour of (a) Ramesh Vijaykant Takale ("Ramesh") and (b) Swati Ramesh Takale ("Swati") as the Purchasers, under the provisions of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA"), flat admeasuring about 90.57 sq. mtrs. (i.e. 975 sq. ft.) built-up area together with an attached terrace admeasuring about 15.79 sq. mtrs. (i.e. 170 sq. ft.), bearing Flat No. 1003 ("Flat") on the 10th Floor of Building No. B-2 ("Building"), in Bhujbal Township, constructed on land admeasuring about 40,700 sq. mtrs., bearing Survey No. 67/2+4 to 7+9 to 11A at Kothrud Village, Haveli Taluka, Pune City

Amit
Charmi

Raina Vaidya
MRS. S.S. Khanzode.

within the limits of Pune Municipal Corporation ("Land") along with one car parking space ("Car Parking"), shown on the Plans annexed hereto as Annexure A1 & A2, more particularly described in the Schedule hereunder, were sold and transferred unto Ramesh & Swati;

- B. By and under the Deed of Assignment dated 30th May, 2012 (registered with the Sub-Registrar of Assurances Haveli IV at Serial No. 5372/2012) ("Assignment Deed"), executed by Ramesh & Swati in favour of the Transferors, Ramesh & Swati sold, transferred, conveyed, and assigned the Flat, Car Parking, and MOFA Agreement unto the Transferors;
- C. Thereafter, the flat purchasers (including the Transferors) in the Building consisting of Basement + Ground + 1st to 11th Upper Floors, formed a co-operative housing society called **Bhujbal Township Building No. B-2**, registered under The Maharashtra Co-operative Societies Act, 1960 at Serial No. PNA/ PNA (1)/ HSG/(TC) / 11265/11-12/2011 ("Society"), having its Registered Office at zero floor Bhujbal Township Building No. B-2, Kothrud Pune 400038. Accordingly, the Registrar of Co-operative Societies Pune City (1) issued the Registration Certificate dated 14th October, 2011;
- D. The Society issued 10 Shares of Rs. 50/- each, bearing Distinctive Nos. 381 to 390 (both inclusive), under Share Certificate No. 39, dated 10th March, 2013 ("Shares") in the Society;

[The Flat (including all the fit-outs fixed to the Flat such as doors, windows, grills, bathroom and electrical fittings, bulbs, tube lights, fans), Car Parking, MOFA Agreement, and Shares are collectively referred to "the said Premises"]

- E. The Transferors have further represented and warranted to and covenanted with the Transferees as follows:
- (i) Ramesh & Swati had availed of a housing loan from Housing Development Finance Corporation ("HDFC") for the purchase of the said Premises which loan was paid -off by them prior to the execution of the Assignment Deed;
- (ii) Thereafter, the Transferors had availed of a housing loan from HDFC for the purchase of the said Premises which loan was paid off by them as evidenced by the Certificate dated 2nd January, 2024 issued by HDFC;

Amal

Rajendra

Chalini

Mrs. S.S. Khanzode

- (iii) As members of the said Society, the Transferors are absolutely seized and possessed of and otherwise well and sufficiently entitled to the said Premises as co-owners;
- (iv) The Transferors are spouses and their marriage is valid and subsisting;
- (v) The remaining representation, warranties, and covenants are set out in **Annexure B**;

F. Pursuant to the negotiations between the Parties, the Transferors have agreed to sell the said Premises to the Transferees which the Transferees have agreed to purchase on the terms and conditions appearing hereafter.

NOW it is hereby agreed between the Parties hereto as follows:

1. Sale of the Premises

1.1 The Transferors agree to sell, assign, and transfer **free from any encumbrances and claims** the said Premises to the Transferees for a total consideration of Rs. 1,12,00,000/- (Rupees One Crore Twelve Lakh Only)- ("**Sale Price**") payable as follows:

- (a) an amount of Rs. 25,000/- was paid by the Transferees to the Transferors before execution of this MOU (the receipt whereof the Transferors admit and acknowledge) by way of Earnest Money. On execution hereof the said amount is applied the Sale Price by way of part consideration;
- (b) an amount of Rs. 75,000/- is paid by the Transferees to the Transferors, on execution hereof, by way of part consideration towards the Sale Price (the receipt whereof the Transferors admit and acknowledge);
- (c) the balance amount of Rs. 1,09,88,000/- (1,11,00,000/ minus 1,12,000/- TDS) /- by way of full and final consideration towards the Sale Price shall be paid and discharged as per Clause 4.2 below; and
- (d) an amount of Rs. 1,12,000/- (One Lakh Twelve Thousand Only) shall be deducted from the Sale Price as 1% Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act to be paid by the Transferees to the Government of India Treasury upon completion of the sale as per Clause 4 below.

[Handwritten signature]

Prerna Vaichya
Mrs. S.S. Khanzode

[Handwritten signature]

2. Conditions Precedent

- 2.1 Within 60 days of execution hereof ("Closing Period"), the Transferors shall at their sole costs, complete the following to the satisfaction of the Transferees or their advocates/ consultants:
- (a) Make out a clear and marketable title to the said Premises; all costs in this connection shall be borne and paid by the Transferors alone;
- (b) To the extent possible, obtain No Dues Certificate cum Release Letter from HDFC Bank in relation to the loan availed by Ramesh & Sivali;
- (c) Co-operate with the Transferees' Bank (defined hereafter) and clear their requisitions;
- (d) Allow the representatives and consultants of the Transferees to inspect the said Premises in the presence of the Transferors with prior intimation of at least 1 day to the Transferor;
- (e) Fulfill all the conditions mentioned in Clause 3 below;
- (f) Obtain the Society's NOC and No Dues Certificate for sale of the said Premises in favour of the Transferee and/ or their nominees;
- (g) To the extent possible, obtain a Certificate from the said Society certifying the area of the Flat, age of the Building, number of lifts installed therein, and such other particulars as may be required for the stamping and registration of the Definitive Documents (defined hereafter);
- (h) At their sole costs, the Transferors shall clear all utility (electricity, water, internet, cable) and other dues in relation to the said Premises;
- 2.2 During the Closing Period, the Transferees shall apply to various banks/ financial institutions for a home loan to the extent of the Balance Payment (defined at Clause 4.2 below) and choose any one of them ("Transferees' Bank"). The Transferees shall also provide to the Transferors a certified copy of the Sanction Letter issued by the Transferees' Bank.
- 2.3 During the Closing Period, the Transferors:
- (a) shall not negotiate for the sale of the said Premises with any third party, nor give on leave and license basis, nor encumber, nor otherwise deal with the said Premises in a manner inconsistent with these presents or in such a manner as to defeat the rights of the Transferees; and

Charmi
MMS. S. S. Khanzode

Ramesh & Sivali

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- (b) shall pay property taxes, utility bills, and all their dues to the Society and keep the said Premises (including all the fit-outs fixed to the Flat such as doors, windows, grills, bathroom and electrical fittings, bulbs, tube lights, fans) in a condition of good repairs.

2.4 During the Closing Period the Parties shall also finalise the Definitive Documents.

2.5 The Parties shall jointly survey and measure the carpet area of the said Premises. However, no adjustments shall be made to the Sale Price for any excessive or additional area or less area.

2.6 The Parties may mutually extend the Closing Period as per Clause 12.5 below. Time for completion of the Conditions Precedent is the essence of contract. In case of extension, such extension shall also be the essence of contract.

3. Investigation of Title, Publication of Public Notice

- 3.1 During the Closing Period, the Transferees shall, at their sole costs and expenses, investigate the Transferor's title to the said Premises. As mentioned at Clause 2.1 (a), the Transferor shall make out a clear and marketable title to the said Premises. The Transferors shall for the said purpose:
- (a) respond to the requisitions raised by the Transferee or their advocates/ consultants to the satisfaction of the Transferee;
- (b) offer inspection of the original document of title; and
- (c) Fully co-operate with the Transferees/ their legal consultants.

3.2 The Transferors authorizes the Transferees to undertake suitable searches, and issue Public Notices in newspapers, and as may be required by their legal consultants at their sole costs.

4. Possession & Completion of the Sale

4. If on completion of the Conditions Precedent and upon the expiry of the Closing Period, the Transferees decide to proceed with the transaction then it shall be completed as follows:

4.1 The Transferees pay to the Transferor Rs. 56,88,000/- Rupees Fifty Six Lakh Eighty Eight Thousand Only/- by Demand Drafts or Pay Order/s/ RTGS/Cheque against:

Ramesh & Sivali

MMS. S. S. Khanzode

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- (a) the execution and registration with the Sub-Registrar of Assurances the Deed of Transfer by the Transferees Party in favour of the Transferees;
- (b) execution of other documents such as Declaration cum Indemnity, standard Society Forms by the Transferees in connection with the transfer of the said Premises;
- (c) handing over to the Transferees the original document of title and prior chain of title document, if required by the Transferees Bank;

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The Transferees' Bank shall directly pay to the Transferees the sum of Rs. 53,00,000/- (Rupees Fifty Three Lakh Only) within 45 working days of the fulfilment of the conditions under Clause 4.1 above and against the deposit of the Deed of Transfer mentioned at Clause 4.1 (a) above and against handing over of vacant, quiet, and peaceful possession of the said Premises and handing over to the Transferees the original document of title and prior chain of title document, if not demanded by the Transferees Bank as mentioned in clause 4.1

- 4.3 For the purpose of Clause 4.2 above, the Transferees shall vacate the said Premises, remove themselves, their family members, servants, guests, representatives from the said Premises and shall over vacant, quiet, peaceful possession of the said Premises to the Transferees.

[The documents mentioned at Clauses 4.1 (a) and (b) are collectively referred to as "Definitive Documents"]

5. Taxes and Outgoings

- 5.1 The Transferor shall bear and pay all taxes, maintenance charges, electricity, water, sewerage charges, fees, penalties, or any other charges demanded by any authority or the Society in relation to the said Premises till the execution and registration of the Definitive Documents as per Clause 4 above and thereafter the same shall be borne and paid by the Transferee.

It is clarified that all taxes, maintenance charges, electricity, water, sewerage charges, fees, penalties or any other charges/ amounts pertaining to the period prior to the execution and registration of the Definitive Documents as per Clause 4 shall be borne and paid by the Transferees alone even if the same are demanded or come to light after the execution and registration of the Definitive Documents.

- 5.2 The Transferor shall provide Electricity Bills along with receipts for payment thereof or the amounts tendered to the Electricity Company in discharge of its

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dues till completion of the execution and registration of the Definitive Documents.

- 5.3 The Parties shall apply to the Maha Viram for change of name of the Electricity Meter.

6. Termination

Upon the occurrence of any of the following events, this MOU shall *ipso facto* stand terminated and the Consequences of Termination shall ensue:

- (a) Non-fulfilment, non-performance, or non-compliance of any of the Conditions Precedent by either Party for any reason whatsoever;
- (b) In the event the Transferees decide not to proceed with the transaction or otherwise for any reason the transaction cannot be completed on the expiry of the Closing Period.

7. Consequences of Termination

Upon termination of this MOU as per Clause 6 above, the Transferees shall forthwith refund to the Transferees the amounts mentioned at Clause 1.1 (a) and (b) along with any other amount paid by the Transferees to the Transferees failing which the same shall payable along with interest @12% per annum from the date date till actual payment / realization. Upon such refund together with interest, if any, neither Party shall have any claim whatsoever against the other, and the Transferees shall be entitled to deal with the said Premises in such manner as they may deem fit.

8. In the event the Transferees decide to complete the sale then the Transferees alone shall be entitled to sue for specific performance of this MOU.

9. Indemnity

The Transferees acknowledge and agree that the Transferees have entered into this MOU and agreed to purchase the said Premises relying solely on their representations, warranties, covenants, and declarations made herein AND they Transferees shall jointly and severally indemnify and keep indemnified the Transferees against all costs, charges, losses, damages (including attorney's fees), demands, penalties, suits, actions, eviction, liabilities, claims, disputes, consequences of whatsoever nature arising on account of any of the

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representations, warranties, covenants, and declarations turning out to be untrue or misleading.

10. Notice

Notices shall be given to the Parties at their addresses below. Any notice will be deemed to be duly delivered and served (a) if sent by hand delivery or courier, receipt of acknowledgement; (b) if sent by registered post, on the expiry of 7(seven) days from the date of posting; and (c) if sent by email, on the email being reflected in the sender's and on receipt of delivery notification by the sender.

If to the Transferor:

Attention: Mr. Amit Shah
Address: Flat No. 1003, 10th Floor, Bhujbal Township Building No. 2, Survey No. 67/2-4 to 7-9 to 11A, Kothrud, Pune, Pin Code 411038
Email: amishah7919@gmail.com

If to the Transferees:

Attention: Raina Vaidya
Address: Flat No. 1203, Wing F, Raj Legacy - I, LBS Marg, Vikhroli West, Mumbai, Pin Code 400083
Email: raina.vaidya15@gmail.com

11. Arbitration

In the event any dispute arises between the Parties in respect of this MOU the same will be referred to arbitration of a sole arbitrator mutually appointed by the Parties and the arbitration will be governed by the Arbitration and Conciliation Act, 1996. The seat and venue shall be Mumbai, and language English.

12. Governing Law & Jurisdiction

This MOU shall be governed by the laws of India and subject to Clause 9, the courts of Pune shall have exclusive jurisdiction.

13. Stamp Duty, Registration Fees, Legal Expenses:

13.1 Stamp duty, with respect to this MOU shall be borne and paid by the Parties equally.

13.2 The Deed of Transfer shall be the principal instrument under Section 4 (1) of the Maharashtra Stamp Act, 1958 and shall be stamped at the rates set out in Schedule

[Signature]
[Signature]
Mrs. S. S. Khantode

I of the said Act. The stamp duty and registration charges applicable on the Deed of Transfer shall be payable by the Transferees alone.

13.3 Each Party shall bear costs of their respective legal advisors.

14. Miscellaneous

14.1 Non-Assignment

No Party shall be entitled to assign its rights, benefits, and obligations under this MOU without the prior written consent of the other Party.

14.2 Entire Agreement

This MOU constitutes the entire agreement between the Parties hereto with respect to the matters dealt with herein and supercedes all prior documents, undertakings, agreements, representations, warranties or understandings, oral or written between the Parties in relation to such matters.

14.3 Further Assurances

Each Party shall, from time to time on being required to do so by the other Party, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the other Party as the other Party may reasonably consider necessary for giving full effect to this MOU and securing to the other Party the full benefit of the rights, powers and remedies conferred upon the other Party in this MOU.

14.4 Waiver

Any delay tolerated or indulgence shown by any Party in enforcing any provision herein, shall not be treated or construed as:

- (a) a waiver of any right;
- (b) nor acquiescence of any rights or position other than as expressly stipulated herein;
- (c) nor shall the same in any manner prejudice the rights and interests of the Parties.

14.5 Amendments

No extension, modification, or amendment of this MOU and no waiver of the terms or conditions hereto shall be binding unless made specifically in writing by the Parties hereto.

[Signature]
[Signature]
Mrs. S. S. Khantode

14.6 -- Counterparts

This MOU shall be executed in duplicate, each of which shall be deemed to be an original but which together shall constitute one and the same instrument.

14.7 Interpretation

- (a) Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.
- (b) The words "include", "includes", "including" shall be deemed to be followed by the words "without limitation".
- (c) All captions and titles used in this MOU are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.
- (d) The Schedule & Annexures form an integral part of this MOU and shall be construed as if they were set out in the operative part.
- (e) "Written" or "in writing" includes any communication made by letter, fax or email.
- (f) The obligations of the Transferors are joint and several;

(g) This MOU is a joint product of the Parties and any rule of statutory interpretation interpreting agreements against a Party primarily responsible for drafting an agreement will not be applicable to this MOU.

IN WITNESS WHEREOF the Parties hereto have executed these presents (in duplicate) ~~the~~ day and year first hereinabove written.

SIGNED AND DELIVERED

by the within named Transferors

Mr. Amit Shah

Mrs. Charmini Amit Shah

in the presence of

1. *[Signature]*

2. *[Signature]*

[Signatures of Mr. Amit Shah and Mrs. Charmini Amit Shah]



14.6 -- Counterparts

This MOU shall be executed in duplicate, each of which shall be deemed to be an original but which together shall constitute one and the same instrument.

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- (f) The obligations of the Transferors are joint and several;

(g) This MOU is a joint product of the Parties and any rule of statutory interpretation interpreting agreements against a Party primarily responsible for drafting an agreement will not be applicable to this MOU.

IN WITNESS WHEREOF the Parties hereto have executed these presents (in duplicate) ~~the~~ day and year first hereinabove written.

SIGNED AND DELIVERED

by the within named Transferors

Mr. Amit Shah

Mrs. Charmini Amit Shah

in the presence of

1. *[Signature]*

2. *[Signature]*

[Signatures of Mr. Amit Shah and Mrs. Charmini Amit Shah]



SIGNED AND DELIVERED

by the within named Transferors

Mrs. Saudamini Sudhakar Khanzode

Mrs. Raina Shiram Vaidya

in the presence of

1. *[Signature]*

2. *[Signature]*

[Signature: Mrs. S. Khanzode]

[Signature: Raina Vaidya]



Annexure B
(Representation, Warranties, & Covenants of the Transferors)

1. Representations and Covenants of the Transferors:

Notwithstanding the investigation of title as aforesaid, the Transferors warrant represent, covenant that:

- 1.1 The Transferors are the sole, absolute legal and beneficial owner of the said Premises and their right, title, and interest to the same is clear and marketable, free from any encumbrances or claims whatsoever;
- 1.2 The said Premises does not belong to or constitute any Hindu Undivided Family (HUF) property or asset;
- 1.3 No minor has any right, title, or interest whatsoever in the said Premises;
- 1.4 There is no encumbrance, mortgage, charge, lien, writ of execution, option, restriction, right of first refusal, right of pre-emption, tenancy, third party right, title or interest of any kind or any other type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) with respect to the said Premises; and no person has any charge for (i) maintenance, (ii) right of residence, (iii) right of occupation, or (iv) right of pre-emption to the said Premises;

1.5 The Transferees alone is fully and absolutely entitled to deal with and dispose of the said Premises without any claim or demand of any third party or without any consent of or reference to any third party;

1.6 The Transferees have duly complied with, observed and performed all the rules and regulations of the Society, and the applicable building and construction laws;

1.7 The Transferees have paid up-to-date all dues in relation to the said Premises including property taxes, Society maintenance and outgoings;

1.8 The Transferees have not presently created or purported to create any tenancy rights, licence or other rights of use and occupation in respect of the said Premises;

1.9 No agreement or arrangement, written or oral, has at any time been made in relation to the said Premises nor is there any contract for sale or transfer of the said Premises to any other person or party;

1.10 There are no circumstances or factors which prevent the Transferees from dealing with, transferring, or selling the said Property to the Transferees or which prevent the Transferees from acquiring the same or getting the same transferred to or vested in them;

1.11 There are no structural defects with respect to the Flat. The said Flat is duly constructed under a valid Occupancy Certificate. No unauthorized change has been made to the Flat.

1.12 No Attachment or Litigation

(a) The said Premises are not attached either before or after judgement or at the instance of any taxation or any other authority;

(b) There has never been nor any proceedings or dispute have been instituted by or against the Transferees or otherwise in respect of the said Premises nor are there any litigation, *lis pendis*, action, or proceedings pending before any Court, Tribunal, Authority, body or forum whatsoever, statutory or otherwise;

(c) There is no injunction or any order from any Court, Collector, Revenue Authority, Municipal Corporation or body for any taxation or other dues dissenting or restraining the Transferees from dealing with the said Premises or entering into and implementing this MOU;

1.13 For Solvency
(d) The Transferees have paid up to date all the income-tax, goods and service tax, and other statutory dues including but not limited to Property Tax.

(a) No order has been made, no petition has been presented, no meeting has been convened to consider a resolution and no resolution has been passed for the Transferees' bankruptcy; nor any circumstances exist which may result in similar action nor is the same anticipated.

(b) The Transferees are not insolvent nor unable to pay their debts nor have they stopped paying their debts as they fall due;

(c) No unsatisfied judgment is outstanding against the Transferees;

(d) The Transferees have not by reason of any actual or anticipated financial difficulties commenced negotiations with one or more of their creditors with a view to rescheduling any of their indebtedness and no creditor has taken or is entitled to take, any steps to enforce, or has enforced any security over any of the Transferees' assets;

1.14 The Transferees covenant that each of the aforesaid representation shall hold good during the subsistence of this MOU.

Charm
Ms. S.S. Kharrade

Ms. S.S. Kharrade

