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Tuesday, May 28, 2013

नोंदणी क्रं. : 39म

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Regn.:39M

पावती क्रं.: 4981

दिनांक: 28/05/2013

गावाचे नाव: नाहर

दस्तऐवजाचा अनुक्रमांक: करल3-4552-2013

दस्तऐवजाचा प्रकारं : करारनामा

सादर करणाऱ्याचे नाव: मेसर्स शर्मिली स्पायसेस प्रा लि चे संचालक नवीनकुमार - भानुशाली

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1420.00

पृष्ठांची संख्या: 71

एकूण:

₹. 31420.00

आपणास मूळ दस्त ,यंबनेल प्रिंट व सीडी अंदाजे 6:12 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.7031500 /-

मोबदला: रु.7032000/-

भरलेले मुद्रांक शुल्क : रु. 351600/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.30000/-क्क हुप्यम निवंचक कुर्जा कि. है. शंबर्ध उपनगर जिल्हा डीडी/धनादेश/पे ऑर्डर क्रमांक: 086649 दिनांक: 24/05/2013

बँकेचे नाव व पत्ता: Union Bank Of India 2) देयकाचा प्रकार: By Cash रक्कम: रु 1420/-

मूळ दस्त, स्कॅन्ड फ्रिंट व सि.डी. मिळाली

FOR SHAHMILI SPICES PRIVATE LIMITED Stevened

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पृष्ठांची संख्या: 71

एकूण:

रु. 31420.00

आपणास मूळ दस्त ,यंबनेल प्रिंट व सीडी अंदाजे 6:12 PM ह्या वेळेस मिळेल.

KRL3

बाजार मुल्य: रु.7031500 /-

मोबदला: रु.7032000/-

भरलेले मुद्रांक शुल्क : रु. 351600/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.30000/- इंट्र हुय्यम निवंचक कुर्जा कि. रै. वंबर्ग उपनगर जिल्हा डीडी/धनादेश/पे ऑर्डर क्रमांक: 086649 दिनांक: 24/05/2013

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मूज दस्त, स्कॅन्ड फ्रिंट व सि.डी. मिळाली

FOR SHAHMILI SPICES PRIVATE LIMITED iterend

कारल - ३ महाराष्ट्र शासन - नोंदणां व मुद्रांक विभाग मुल्याकंन अहनात सने 2019 अनुच्छेद कत्व 3. तालुका :-4. गावाने नाव :-5. नयरभुसापन-क्रमांक/सर्व्हें क्र./ अतिम भुखंड क्रमांक:-6. मुल्य दरविभाग (सीन) :- उपविभाग 7. मिळक्रतीचा प्रकार :- खुली जमीन निवासी कार्यालय 996800 8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- <u>७९ ९८</u> कार्रकः बिल्ट अप चौ. मीटर र 29 11. बांघकाम वर्ष:-ष्रसासः :-12. बांधकामाचा प्रकार :- आरआर सी / इतर पक्के / अर्ध पक्के / कच्छे 13. वाजारमुल्यदर तक्त्यातील मार्गदर्शक भुचना क्रः :-14. लिव्ह ॲन्ड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कमः-निवासी / अनिवासी 2. अनामत रक्कम / आगावू भाडे :-3. कालावधी:-15. निर्धारीत केलेले अलारमल्य :-0029400 16. दस्तामध्ये दर्शविलेली भौबद्रला-0082000 800 18 देव मोंदणी मो:

LOINING THE EX THE THREE PO

SHCIL- MAHARASHTRA

करल - ३

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharaehtra, INDIA, PIN CODE - 400012

Tel: 022-61778151 E-mail: **Mode of Receipt**

Account Id

mhshcil01

Account Name SHCIL- MAHARASHTRA

Receipt Id

RECIN-MHMHSHCIL0119521721693620L

Receipt Date 24-MAY-2013

Received From SHARMILI SPICES PRIVATE LIMITED	Pay To			
Instrument Type DD	Instrument Date 24-MAY-2013			
Instrument 086648	Instrument Amount 351600 (Three Lakh Fifty One Thousand Six Hundred only)			
Drawn Bank Details				
Bank Name UNION BANK OF INDIA	Branch Name MUMBAI			
Out of Pocket Expenses 0.0 ()				





FOR SHARMILI SPICES PHIVATE LIMITED

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क्रश्ल -

Government of Maharashtra



e-Stamp

Stock Holding CorporationoFadia Ltd Location - Mulgod Signatory: Details Can be serviced as www.shapestamp.com

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party
Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-MH19619644226446L

24-May-2013 04:02 PM

: SHCIL (FI)/ mhshcil01/ MULUND/ MH-MSU

SUBIN-MHMHSHCIL0120599614646689L

: SHARMILI SPICES PRIVATE LIMITED

Article 25(b)to(d) Conveyance

OFFICE NO-638 6TH FLR AVIOR IN NIRMAL GALAXY LBS MARG

MULUND (W) MUMBAI 80

: 70,32,000

(Seventy Lakh Thirty Two Thousand only)

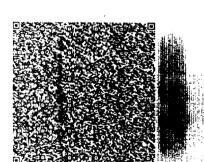
: NAVINCHANDRA G GALAIYA AND OTHERS

: SHARMILI SPICES PRIVATE LIMITED

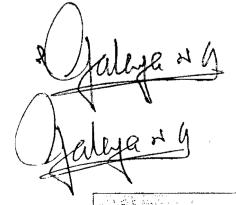
: SHARMILI SPICES PRIVATE LIMITED

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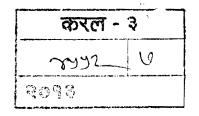




1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs)

The Contact Dataile of ECCe SHOII Offices and SPOs are available on the Web site fundamentalestation north







AGREEMENT FOR SALE

This Agreement for Sale is made and entered into at Mumbai, this and the sale is made and entered into at Mumbai, this are day of May, 2013 BETWEEN MR NAVINCHANDRA G. GALAIYA aged about years, MRS JAYSHREE N. GALAIYA aged about years, through his Constituted Attorney MR NAVINCHANDRA G. GALAIYA, all of them Hindu, Adult, owners of Office No.638, Sixth Floor, Avior in Nirmal Galaxy, L.B.S. Marg,

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TOH SHAHMILI SPICES PRIVATE LIMITED

DIRECTOR

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Mulund (West), Mumbai-400 080. hereinafter referred to as the

context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the ONE PART and M/S.

SHARMILI SPICES PRIVATE LIMITED a Private Limited Company

registered under the Companies Act 1956, having its office address at 602, Shanti. Sarvodaya Nagar, Jain Mandir Road, Mulund (West), Mumbai-400 080, through its Director MR NAVINKUMAR

BHANUSHALI aged about 54 years, Hindu, Adult, Indian Inhabitant, residing at C/402, Jamadagni, Sapatarishi Park, Swapna Nagari, Off. LBS Road, Mulund (West), Mumbai-400 080, hereinafter referred to as the "PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof shall

same and its Director/Directors for the time being and its

cessor/sand assign/s) of the OTHER PART.

Developers" of the One Part and Vendors herein and MR NAVINCHANDRA G. GALAIYA, MRS JAYSHREE N. GALAIYA MR KHILAN N. GALAIYA as the Purchasers of the Other Part, the Developers agreed to sell and the Purchasers agreed to purchase Office No.638 admeasuring 502 Sq. Feet Carpet area on the Sixth Floor of the building known as "Avior" in Nirmal Galaxy, situated at L.B.S. Marg, Mulund (West), Mumbai-400 080, Taluka Kurla, within the Registration District and Sub District of Mumbai City and Mumbai Suburban and more particularly described in the Schedule hereunder written at or for the consideration and on the terms and conditions therein contained together with permanent

DIRECTOR SPILES THIVATE LINES OF STANDARD & 6.

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and absolute right of use and occupation of he said Office (hereinafter for the brevity's sake referred to as "the Said Premises"). The said Agreement for Sale is registered in the Office of the Joint Sub Registrar, Kurla-4, vide Sr.No.BDR14-09644-2010 on 23/12/2010.

ii) The Vendors due to other Investment options, wishes to sell the said premises and all the rights therein to the Purchasers. The Purchasers have after visiting the building Avior in Nirmal Galaxy, have agreed to purchase the said premises on certain terms and conditions mutually agreed by and between both the parties.

Purchasers and the Purchasers have agreed to purchasers and the Purchasers have agreed to purchasers all that the rights, titles and interest of the and by virtue of the Agreement for Sale dated 2010.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY

1. The Agreement for Sale dated 22nd December, 2010 is still valid and subsisting and in no way terminated and/or cancelled.

AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 2. The Vendors hereby state and declare as under:--
- a) They are the owners of the said premises.
- b) They have not entered into any agreement for sale, disposal or letting out of the said premises with any other person and that they are seized and possessed of the same.

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c) They have good right, full power and absolute authority to deal with and dispose off the said premises and no one else.

- d) The said premises has free, clear and marketable title and that they have no charges and liabilities of whatsoever nature and is free from all encumbrances and the same are not mortgaged or in any manner charged for payment of any money to any person or financial institution.
- e) They had paid full consideration of the said premises and no part of consideration amount has remained unpaid or outstanding.

f) The said premises is not affected by any lis-pendens or insulance proceedings or any prohibitory orders from any court, income law Department, Sales Tax Department or any person or persons, buyer/s of the same Office who has subsequently campelled/suffrendered the same to the Developers, restricting the transfer/of the said premises.

of the aforesaid declarations turns out to be false or if any person makes any claim in respect of the said premises and thereby or other wise the Purchasers are put to any loss, expenses or prejudice, otherwise the Vendors shall indemnify and keep indemnified and harmless to the Purchasers against all such loss and expenses.

3. The Vendors have agreed to sell transfer and assign unto the Purchasers the said premises and also the rights and interest therein and relying on the afteresaid representations and

FOR SHAHMILI SPICES PRIVATE LIMITED

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DIRECTOR

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declarations made by the Vendors, the Purchase shave agreed to purchase from the Vendors their rights, title and interest, including the beneficial interest in the said premises at or for the total valuable consideration of ₹70,32,000/- (Rupees Seventy Lacs Thirty Two Thousand Only) to be paid by the Purchasers to the Vendors in the following manner that is to say:

(a) ₹4,95,300/- (Rupees Four Lacs Ninety Five Thousand Three Hundred Only) has been paid by the Purchasers to the Vendors before execution hereof (the payment and receipt whereof the Vendors doth hereby admit and acknowledge).

(b) ₹ 65,36,700/- (Rupees Sixty Five Lacs Thirty Six Thousand Seven Hundred Only) shall be paid by Purchasers to the Vendors within 30 days from the date of registration of this Agreement for Sale.

The quiet, vacant and peaceful possession of the sate be handed over by the Vendors to the Purchasers full and final payment.

Time being essence of the contract.

4. The Vendors hereby covenant and declare that the consideration referred in Agreement for Sale dated 22nd December 2010 in Second Schedule Part-A, Page No.31, includes the amount paid by Vendors herein to the Developers towards 1 year maintenance charges, legal cost, expenses for formation & registration of the body corporate (including share money), water connection charges, municipal cess/taxes, electric connection & meter charges, life time extra amenities membership & devel pment charges etc. The

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Purchasers will be entitled to transfer unabsorbed and transferable amount out of the aforesaid amount and deposits in its name on the records of the Developers/Proposed Society. The Vendors will co-operate to get the unabsorbed and transferable amount transferred on the records of the Developers Proposed Society upon execution of this Agreement for Sale.

5. It is expressly agreed by and between the parties hereto that the Vendors will bring No Objection Certificate of the Developers/Proposed Society for the transfer of the said premises, from the name of the Vendors to the Purchasers and will hand over copy of the same to the Purchasers as early as possible. The Vendors will also get the said premises and all the rights therein transferred in the name of the Purchasers at the time of receiving full and final payment.

The wendors doth hereby covenant with the Purchasers that the said premises agreed to be sold is free from all encumbrances of any nature whatsoever and the Vendors have full and absolute power authority to transfer the said premises to the Purchasers.

7. The Vendors have in pursuance of this agreement for sale and in consideration of the said sum of ₹70,32,000/- (Rupees Seventy Lacs Thirty Two Thousand Only) paid by the Purchasers to the Vendors as aforesaid shall relinquish all their rights in respect of the said premises.

8. The Vendors herein Mr. Navinchandra G. Galaiya, Mrs. Jayshree N. Galaiya & Mr. Khilan N. Galaiya state and declare that they are Non Resident Indian. They have brought three (3) separate

DIRECTOR ALCO STATE LIMITED ALLA & D

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करतः - ३ ७५५२ - १७ ३६ office of

certificates (Order u/s. 197 of the IT Act, 1961) from the office of the Income Tax Officer (International Taxation)-3(1) Mumbai for the Deduction of Income Tax (TDS) of $\stackrel{?}{\stackrel{?}{$\sim}} 1,78,900$ (Rupees One Lacs Seventy Eight Thousand Nine Hundred Only) from the sale consideration of $\stackrel{?}{\stackrel{?}{$\sim}} 23,44,000$ /- being $1/3^{rd}$ share payable to each of the Vendors. Accordingly, the Purchasers have deduct TDS of $\stackrel{?}{\stackrel{?}{$\sim}} 1,78,900$ /- from $\stackrel{?}{\stackrel{?}{$\sim}} 23,44,000$ /- proportionate consideration payable by the Purchasers to each of the Vendors and shall pay the same as directed under the IT Act and issue TDS Challans & TDS Certificates to the Vendors.

9. The Vendors doth hereby further covenant with the Purchasers that they will handover the possession of the said premises to the Purchasers at the time of receiving full and final payment. The Purchasers thereafter shall quietly a coveragily possess and occupy the said premises without any left kindplace, denial, demand, interruption or equitably claiming through littler

or in trust for the Vendors.

10. The Vendors declare that they have already paid VA Tax, applicable to the Developers in respect of the said premises to the Developers or the Concerned Authorities on the said Agreement for Sale dated 22nd December, 2010. If any, liability arises in respect of VAT, Service Tax etc. for all the transactions prior to the date of execution of this Agreement for Sale shall be paid by the Vendors. The Vendors hereby indemnify and keep indemnified the Purchasers against any liabilities, expenses, cost, damages, cost etc. which may accrue/arise due to non/less payment of VAT, Service Tax and other charges.

TOR SHAHMILI SPICES PRIVATE LIMITED

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DIRECTOR

Hours

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Purchasers shall be entitled to have and hold the possession, for cupation and use of the said premises, and the purchasers shall hold the same upto and to the use and benefit of the Purchasers, for it, its assigns forever without any claim, right, interest, demand, lien of the Vendors or any person or persons claiming through or under them or in trust for their subject to payment by the Purchasers of all taxes, assessments, charges, duties, calls made by the Developers/Adhoc Committee, Owners proposed Society and thereafter to Society when formed Government, revenue or local authority hereafter in respect of the said premises.

12. The Vendors will deliver the Original Agreement and all receipts, documents, papers, vouchers and certificates pertaining to the said premises before 3 days of disbursement of Commercial Loan by Rank/Financial Institution. They will also handed over a copy of the last soor by maintenance bill, electricity bill, telephone bill etc.

The Vendors further covenant with the Purchasers that the Vendors, their heirs, legal representatives, executors and modifications shall and will at all times hereafter do or cause to be done acts, deeds and things necessary and expedient for more securely assuring the transfer of ownership of the said premises to the Purchasers.

14. The Purchasers doth hereby covenant with the Vendors that save and except as aforesaid the Purchasers shall also become the member of the Proposed Co-operative Society or any other incorporated body to be formed by all office owners of the "AVIOR" and shall also become the member of the proposed Co-operative Society or any other incorporated body to be formed by all Office

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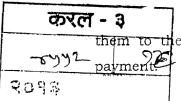
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owners of the said building and also abide by regulations of the society to be formed.

- The Purchasers doth hereby covenant with the Vendors that 15. they shall abide by the terms and conditions of the Agreement for Sale dated 22nd December, 2010, rules, regulations and bye-laws of the said society when formed after admission as member thereof and that they agree and undertake to pay and discharge as may be appropriate calls, demands, contributions and all the dues which the said society, Developers and or society as the case may hereafter made in respect of the said office premises.
- 16. The Vendors hereby further covenant with the Purchasers that the Vendors shall from time to time execute all such acts, deeds, matters and things whatsoever for more perfectly securing the interest of the Purchasers in the said premises to be unto and to the use of the Purchasers as sha reasonably required till the same is transferred in Purchasers.
- The Vendors DOTH HEREBY RECORD, CO. DECLARE THAT the Vendors will surrender and relinquish all their rights, title and interest in the said premises to and in favour of the Purchasers and the Vendors have absolutely no claim or demand of whatsoever nature against the Purchasers, nor shall the Vendors put forth any claim or demand upon or against the Purchasers at any time thereafter, after the full and final payment.
- 18. The said Agreement for Sale dated 22nd December, 2010 letters and all other relevant papers and receipts of payments made to the Developers and the Vendors herein, shall be duly delivered by · OH SI KAHAMU SPICES PHINATE I



them to the Purchasers on the date of receipt of full and final

19. Save and except as aforesaid all the terms and conditions of the said Agreement for Sale dated 22nd December, 2010 shall be binding on the Purchasers as if all the terms and conditions were bodily incorporated in this Agreement for Sale.

20. It is specifically agreed between both the parties that the Purchasers will pay proper Stamp Duty and Registration Charges payable on this Agreement for Sale.

21. This Agreement shall always be subject to the provisions of the arashtra Ownership Flats Act 1963 (Regulation of the Bronierion, Construction, Sale, Management and Transfer) Act, 1963, "MOFA").

SCHEDULE

Area on the Sixth Floor of the building known as "Avior" in Nirmal Galaxy, situated on piece and parcel of land situated and lying at L.B.S. Marg, Mulund (West), Mumbai-400 080, C.T.S. No.548 A/G, Village Nahur, Tahuka Kurla, District Mumbai Suburban Registration District and Sub District of Mumbai City and Mumbai Suburban District within the limits of T Ward.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this writing the day and year first hereinabove written.

FOR SHAHMLI SHICES MHIVATE LIMITED

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final SIGNED, SEALED AND DELIVERED By the within named "VENDORS" of the MR NAVINCHANDRA G. GALAIYA. .ll be were (Left Mand Thumb Impression) it the larges of the MRS JAYSHREE N. GALAIYA the PAN Act, - cala Hand Thumb Impression) Carpet Nirmal ing at Full Signature rurban umbai MR KHILAN N. GALAIYA PAN et and Tarrugh his Constituted Attorney MR NAVINCHANDRA G. GALAIYA PAN AEEPS5781A n the presence of Warlar (Left Hand Thumb Impression) of Home, Her mine west

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SIGNED, SEALED AND TOLIVERS

By the within name "PURCHASERS"

M/S. SHARMILI SPICES PRIVATE LIMITED

Through their Director

MR NAVINKUMAR BHANUSHALI

PAN _____

In the presence of

1) Carla





Left Hand Thumb Impression)

2) 25/

Full Signature

RECEIPT

Received from the Purchasers M/S. SHARMILI SPICES PRIVATE LIMITED a sum of ₹4,95.300/- (Rupees Four Lacs Ninety Five Thousand Three Hundred Only) details of which is given hereunder, being part consideration out of the total consideration of ₹70,32,000/- (Rupees Seventy Lacs Thirty Two Thousand Only) payable by it to us as per terms and conditions hereinabove mentioned.

Sr.	Date	Cheque	Name of the	Paid to	Amt. ₹
No.			Bank & Branch		
1	19-01-13	245200	UNION BANK OF INDIA, MUMBAI	Navinchandra	1,00,000
		20 10 40 1	1400C21	Galaiya	
2	20.04-13	245180	Union Bank 11	do	65,100
			India, Marsan-		
	1		400021		1

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DIECTOR NECTOR

Date: 23rd January 2013

Navinchandra G.Galaiya/Jayshree N.Galaiya/ Galaiya Khilan Navinchandra/Vinod Bharmal Shah(POA)

D Box No.44804 ∵00.Nairobi. · .enva.East Africa

Ref: Your letter dated 23rd January 2013 seeking our N.O.C. for sale of office No. 638 on 6th Floor s tuated at Nirmal Galaxy, Opp. Johnson & Johnson L.B.S.Road, Mulund West, Mumbai 400 080.

Dear Sir/Madam,

is to reference to the above, we hereby inform you that we have no objection to your sale of office no. 538 on 6th Floor to Sharmili Spices Private Limited. Please note that our consent/no objection s subject to the followings;

- Your buyer shall observe all the terms & conditions and covenant originally agreed to be observed & performed by you, and the agreement between you and the same.
- The buyer shall be further liable to observe and perform all rules and regulations of and also rules that may be made by the Association of Flat/ office funers or Societies whether incorporated or not.
- The buyer shall further undertakes to pay all amounts towards maintera of society, Property taxes and/or all other charges that may be demand time.
- The buyer shall furnish to us a certified copy of the agreement duly registered along with copy of other documents to us immediately on completion of the transaction.
- Your buyer shall signs and deliver to us the duplicate of this letter duly signed by both of you in acceptance of terms contained herein.

This is for your information and record please.

Thanking you, iturs faithfully,

For NIRMAL LIFESTYLE LTD.,

THORISED SIGNATORY.

I/we agree and undertake to observe and perform the above terms and conditions

😗 Navinchandra .Galaiya/Jayshree N.Galaiya/ Galaiya Khilan Navinchandra/Vinod Bharmal Shah(POA)

OS HELIAMU SPICES PRIVATE LIMETED

DIRECTOR

Sharmili Spices Private Limited Navinkumar Bhanushali

FOR SHAHMILI SPICES PHIVATE LIMITED Director

Two Associations:

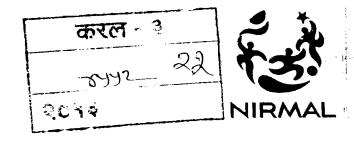












Late 23rd January 2013

TO WHOMSOVER IT MAY CONCERN.

-- < Navinchandra G.Galaiya/Jayshree is inform that to you N. Galaiya/Galaiya Khilan Navinchandra/Vinod Bharmal Shah(POA) had Floor in Avior building situated at Nirmal turchased office No. 638 on 6th Balaxy,Opp. Johnson & Johnson L.B.S.Road, Mulund West, Mumbai 400 080. Vide agreement dated 22nd December 2010 duly executed between Navinchandra G.Galaiya/Jayshree N.Galaiya/Galaiya Khilan Navinchandra/Vinod Bharmal Shah(POA) and Nirmal Lifestyle Ltd.

Factor it is confirmed that all dues has been cleared against the above office subject to the followings:

- > New party will have to pay Maintenance as and when demanded by the developer.
- New Party will have to pay Property Tax from the date of assessment as and when applicable.
- New party will be responsible for all MSEB & other dues with respect to the office No. **638** on **6th Floor** in **Avior** building.

Further we have NO Objection in selling Office No. 638 on 6th Floor in Avior, situated

Et L.B.S Road, Mulund West, Mumbai - 400 080 to Sharmili

Limited.

The above is only for information and record and is issued at reques

Thanking you,

Yours faithfully, For "NIRMAL LIFESTYLE LTD."

Accepted by

Navinchandra .Galaiya/Jayshree N.Galaiya/Galaiya Khilan Navinchandra/Vinod Bharmal Shah(POA)

FOR SHARMILI SPICES PRIVATE LIMITED

DIRECTOR

Sharmili Spices Private Limited Navinkumar Bhanushali Dircctor

Hereit

and Associations:



Authorized Signatory







