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### AGREEMENT

This Agreement made and entered at Bombay this 2815 day of May 2013 between Mrs. Snehalata Sharma of Bombay, Indian inhabitant presently residing at Santivan 2A raheja Township, Malad (E) Mumbai 400 097. having its Regd. Office at Unit No. 31, 24 Apurva Estate, Makwana Road, Andheri Kurla Road, Marol Naka, Andheri (E), Mumbai- 400 059 referred to as the "VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his, legal representatives, executors, administrators and assigns) of the ONE PART; AND M/s Niyati Venture Pvt. Ltd. through its director Mr.Mohit P. Kaushik hereinafter referred to as the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its heirs, legal representatives; executors, administrators and assigns) of the OTHER PART;

Whereas the vendor has represented to the purchaser that the vendor is a member of solaris no.2 premises co-operative society ltd. And having its regd. Office at its 46-48 Saki Vihar Road, Opp. L & T Gate No. 6, Saki Naka, Bombay 400 072. Under the Maharashtra Co-operative Societies Act, 1960 bearing Regd. No. BOM/W-KE/GNL (0) 676/1994-95 Dt. 06.04.1994 hereinafter referred to as the "Said Society" and is aholder of five shares no. 366 to 370 (hereinafter referred to as "The Said Shares") and as such the Vendor is entitled to own, occupy, possess and enjoy the gale no. 124 in the building of Solaris II, opp L & T Gate no. 6, Saki Vihar Road, Andheri (E), Mumbai 400 072. Owned by the said society "Hereinafter referred to as "the said Unit"). The BUILT-UP area of the said Unit is 26. 70 Sq. Mt.

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AND WHEREAS the Vendor is well and sufficiently entitled to the said shares and the said Unit of the said society;

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AND WHEREAS the Vendor has to pay back huge outstanding debts to various parties, is desirous of selling and transferring the said shares and the said Unit to the purchaser and the purchaser is also desirous of purchasing from the Vendor, the said shares and the said Unit no. 124 on the first floor in the society which is incidental to the said transfer of shares by way of acquiring the said shares for the consideration of a lumpsum price of rs, 17.00,000/ Rupees Seventeen Lakhs Only) and upon the terms and conditions herein after set of

NOW THIS AGREEMENT WITHNESSETH AND IT IS HEREBY AGREED PARTIES HERETO AS FOLLOWS :-

1. The vendor does hereby agree to sell and assign to and or in takour of the purchaser and the purchaser do hereby agree to purchase, take over an account from the vendor the said five shares of the face value of Rs.50/- each no. 366 to south the said cooperative society in favour of the vendor and incidental to sell of the said shares the vendor shall sell and assign to the purchaser absolutely and free from encumbrances fixed his right to own, occupy, possess the Unit no. 124, alongwith furniture of the said co-operative society together with all and singular his benefit, right, title, interest, claim and demands unto and upon the same and also together with the rights of possession,

occupation and enjoyment of the said Unit at or for the price of Rs. 17,00,000/- and deposit if any made by the vendor with the said co-operative society, to be paid by the purchaser to the Vendor as under, that is to say Rs 17,00,000/- (Rupees Seventeen Lakhs Only). The sale and transfer possession of the said Unit to the purchaser for the payment made of the entire amount of Rs. 17,00,000/- in favour of the Vendor via

2. The Vendor shall on execution of this agreement hand over all the original share certificates evidencing the holder of said shares yet to be allotted to the purchaser alongwith the necessary transfer forms and other letters, writings and documents required to be submitted to the said society duly signed by him for being lodged with the said society for effecting the necessary transfer.

- 3. The Vendor hereby declares that he has full right and absolute authority to transfer and assign the said allotted shares and the said Unit No. 124 on the First Floor in the building of the said society to the name of the purchaser and that the vendor has not dealt with, disposed of or created any third party rights, mortgage, charge, lien tenancy, licence and encumbrances of any nature whatsoever in and over the said Unit no. 124 or any part thereof and has not transferred, assigned or agreed to let, sublet, transfer or assign the said Unit or the said shares hereby agreed to be sold to any other person or persons and that nobody except the vendor has any share, right, title or interest in and over the said shares verse be ellotted Unit no. 124 of the building of the said society and the vendor derives that he stone has right of possession of the said shares with Unit in the said briety
- 4. The vendor hereby declares that he has paid in full, all the dues and liabilities including at monthly outgoings such as Municipal tax, water and other charges and society dues intespect of the said Unitarto the execution of these presents and there is nothing due and outstanding by him in respect of the aforesaid Unit to the society or to any one else and agrees to clear and pay all the dues of the said society and/or in respect of the said Unit the date of handing over the said Unit unto the purchaser against the full and final payment of the above consideration by the purchaser to the vendor in the manner aforesaid. The vendor shall indemnify and keep indemnified the purchaser against all demands, claims that may be made by the said society or any other person or persons claiming for the said Unit and shares hereby agreed to be sold.
- 5. The vendor hereby declares that he has observed and performed all his obligations under the rules and regulations and bye laws of the said society and that no action has been taken against him or his predecessor in title by the society nor has any notice been served upon him or his predecessors in title for non-compliance of any objection and/or non-observance or non-performance of any rules, regulations and/or bye-laws of the said society.
- 6. The purchasers agree to become the member of the said society and to abide by rules and regulations and bye laws of the said society, The purchaser agrees and undertake to pay the maintenance and other charges, if any, to the said society after the Unit is transferred in the name of the purchaser and further agree to pay to the said society every month without default all the demands and maintenance bills received in the name of the said vendor unti such time the application of membership of the purchaser

is duly accepted and the share certificates is duly issued and/.or endorsed in the name of the purchaser and transfer is effected in the society's registers and records. It is further mutually agreed by and between the parties that the donation and./or contribution charges for the welfare of the society if any fixed shall be borne by the vendor and the purchaser equally.

- The vendor shall on receipt of the total amount of consideration as provided in clause in above put the purchaser in quiet peaceful and vacant possession of the said Unit.
- 8. The vendor hereby undertakes and agrees to sign and execute such other documents, forms, papers, vouchers, writings, declaration, etc., that may be reasonably required by the purchaser and the said society or other authorities as, and when necessary in favour of the purchaser and/or their nominees or nominee for effectual transferring and/or vesting the said shares yet to be allotted in favour of the purchaser and taking possession of the said Unit and transferring the same in the name of the purchasers and for the purchaser herein and further agrees to sign and forms and/or writings for transferring the electricity meter and/or any other statutory fixtures in the name of the purchaser and undertakes to procure consent, approval or no objection if any required of all or any person, authorities, court or society as may be required to the aforesaid purpose.
- 9. The vendor undertakes and agrees in hand even all the right and / do necessary document of the said share of Unit and other certificates erc size application, letter and or correspondence to the effect necessary transfer of membership of the society and the Unit and also the electricity meter as aforesaid in favour of the purchaser.
- 10. It is agreed by and between the parties hereto that on the date of recognition and/or admission of the purchaser as member of the said society addresses. Funds and amount lying in the credit of the vendor in books of the said society shart stand transferred in the name of the purchaser and any deposits, funds a dimension of the society s per the rules and bye laws to be held by the society on behalf of the purchaser.

SCHEDULE OF PROPERTY करल-४ ५८७ २ 2083

EAST – PASSAGE WEST – TERRACE NOTH – SOCIETY LAND (BELOW)

Lakhs

SOUTH – UNIT NO.122 (DEFT HOLDINGS PVT.LTD.)

UNIT NO-124, 1 ST FLOOR, SOLAR EAST II, PREMISES C. S. LIMITED 46/48, S. V. ROAD, POWAI, ANDHERI EAST, MUMBAI-400 072.

YEAR OF CONSTRUCTION 1992, C.T.S. NO-98, 100/1, 101/1, AND 101 VILLAGE- TUNGVE. AMBESURING AREA 26.70 SQ.MT BUILT UPGROUND + 4.

L 4624 EIAA] S4 BA Tunga Village Saki Vihar Ra R.cc Building No: 2 AS Service Industry Mumbai

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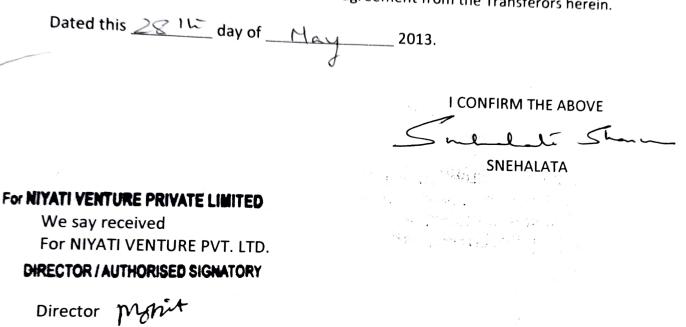
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IN WITHESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands hereto have the day month and year first hereinabove written.

SIGNED SEALED AND DELIVERED By the within named Mrs. Shenalata ) e e li Sello 2) SIGNED STALED AND DELIVERED By the within named Mohit P. FOR NIYATI VE PIVATEAN Kaushik One of the Directors of NIYATI VENTURE EVPELITERS SIGNATOR in the ) Presence of ...... R.MA.) DIRECTOR SO Share 2, States and a करल-४ ५८७२ २०१३

### LETTER OF POSSESSION

Received POSSESSION OF Vacant Unit No. 124, Solaris, Bldg No. 2, situated on the first floor of the Universal Industrial Estate, Opp. L & T Gate no. 6, Saki Vihar Road, Bombay 400 072, in terms of this agreement from the Transferors herein.



करल-४ 90 4662





## INDIA NON JUDICIAL

# **Government of Maharashtra**

## e-Stamp

Stock Holding Corporation of India Ltd. w.shcilestamp.co 3 Location : DA Details can be Signature : Issued by

- Certificate No.
- Certificate Issued Date
- Unique Doc. Reference Account Reference
- Purchased by
- Description of Document Property Description
- Consideration Price (Rs.)
- tamp Duty Amount(Rs.) stamp Duty Paid By Second Party First Party

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- SUBIN-MHMHSHCIL0120690991087793L
  - MS NIYATI VENTURE PVT LTD
    - Article 25(b)to(d) Conveyance
- UNIT NO.124 1ST FLR SOLARIS II PREMISES C.S.LTD 46/48 S.V.ROAD POWAI ANDHERI (E) MUMBAI 400 072
  - 17,00,000
- (Seventeen Lakh only)
- MRS SNEHALATA SHARMA
- **MS NIYATI VENTURE PVT LTD** 
  - **MS NIYATI VENTURE PVT LTD**
- 98,500

(Ninety Eight Thousand Five Hundred only)





