

4/09/2002

To,

State Bank of Mysore, CBD Belapur, Navi Mumbai

Dear Sir,

This is to confirm that we have agreed to sell the shop No. A- 2 of 425 sq.feet. on the ground floor of six storeyed building "AMRITA SADAN" situated on Plot No. 13, 14 Sector 22, Nerul(W), Navi Mumbai to Mr.Vijayanand V Pandey(hereinafter called as purchaser) for a total consideration of Rs.9,98,750(Rupees nine lakhs ninety eighty thousand seven hundred and fifty only) and the amount due for him is Rs.8,79,875.(Rupees eight lakhs seventy nine thousand eight hundred and seventy five only).

We hereby assure you that the said plot of land as well as the said building situated at/within the premises are not subject to any encumbrances or liabilities of any kind whatsoever and that the entire property is clear and marketable.

We also confirm that we have a clear and legal marketable title to the said property and every part thereof.

We also undertake and confirm that we shall not raise any loan form any bank, institution, firm, corporate body or anywhere and create any change/encumbrances on the said property without your written consent.

We further undertake and confirm that we shall not allow the purchaser to transfer the said property without your written consent.

We have no objection to your giving loan of Rs. 9,98,750(Rupees nine lakhs ninety eighty thousand seven hundred and fifty only) to Shri.Vijayanand V Pandey, purchaser of the said together with the said plot of land referred to in paragraph 1 of this letter and his mortgaging the same with you by way of security for repayment of the loan notwithstanding anything to the contrary contained in our agreement dated executed by and between ourselves with the said purchaser.

Thanking you.

Yours faithfully, For AMRITA HOMES PVT.LTD

Authorised Signatory



220, SHIV CENTRE, SECTOR 17, VASHI, NAVI MUMBAI - 400 705. ©: 791 0670 Fax: 765 0110 e-mail: seawoods12@hotmail.com website: www.seawoodgroups.com

Date: August 28th, 2002,

Mr. Vijayanand V. pandey, A/5, 19, sector – 2, CBD Belapur, Navi Mumbai – 400614.

Dear Sir,

Sub. Approximate cost of the Shop no. A-2 reserved by you in our project "Amrita Sadan" at Sector 22, Nerul West.

As desired by you I am pleased to provide you an approximate cost for the shop no. A-2 measuring 425 sq. ft. on ground floor.

Total sales consideration of the shop will be Rs.9,98,750/-.

Stamp Duty
Registration Charges
Rs. 2,25,700 /- (App.)
Rs. 13,470 /- (App.)
M.S.E.B., Water Charges & Miscell. ChargesRs.70,000 /- (App.)

Legal Charges Rs. 1,500/-

Total Rs. 13,09,420/-(App.)

Thanking you, Your's faithfully,

For Seawood Developers

Himanshu Sangani (Marketing Manager)



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding made and entered into at Navi Mumbai on this 4th of September 2002, between M/S AMRITA HOMES PVT. LTD. Company having its office at 220, Shiv Center, Vashi, Navi Mumbai hereinafter called "The Vendors" (Which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the first part and Mr. Vijayanand V Pandey, Indian Inhabitant residing at A/5/20, Sector 2, CBD Belapur, Navi Mumbai hereinafter called "The Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the second part.

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Vhereas The Vendors are the rightful owners of shop no. A-2 admeasuring 425 sq.ft. AMRITA SADAN on ground floor, in Plot No.13/14, Sector 22, Nerul(W), Navi imbai hereinafter called "THE SAID SHOP".

Whereas "The Vendors" hereby agree to sell and transfer to the party of the second art i.e. "The Purchasers", The Said Shop along with all the deposits and credits, electric onnection charges, major repair charges etc. in respect of The Said Shop and The 'urchasers hereby agree to accept the said transfer on payments of the consideration fully payable as hereinafter mentioned.

- 3. The Purchasers have seen/inspected the condition and interiors of the Said Shop and the said Building and is satisfied with it.
- 4. The Purchasers have agreed to acquire all the rights, title and interest of the Vendors in respect of the Said Shop with all the fittings, fixtures, assets and credits. The Vendors agree to transfer and assign to The Purchasers, all the rights, title, interest, claims, demands and benefits in respect of the said shop for a total consideration of Rs. 9,98,750/-(Rupees Nine lakhs ninety eight thousand seven hundred and fifty only). The purchasers have to pay Rupees one lac fifty thousand towards stamp duty and registration and approximately one lakh fifty thousand towards miscalleneous charges.

Now it is hereby agreed by and between the parties hereto as follows: The Purchasers have already paid to The Vendors, Sum of Rs. 10,000(Rupees Ten Thousand only) as Token Deposit/Part Payment before signing/execution of this memorandum of understanding.

The Vendors will apply to the society to obtain NOC for selling the said shop.

As soon as the NOC is received form the society, the Vendors and the Purchasers will enter into agreement for sale in respect of the said shop and the same will be registered with the Sub-Registrar of Assurance.

The Vendors will hand over all the original papers pertaining to the said shop like chain of agreement for sales, registration receipts etc, to the Purchasers at the time of receiving the final payment through

The Vendors will hand over the possession of the said shop to The Purchasers immediately receiving the full and final consideration amount of per the terms of this MOU.

All the stamp duty, registration charges and misc. expenses etc. for this transaction shall be paid by the Purchasers only. highlan S

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Vendors shall pay the maintenance charges, electricity charges, property tax, etc.

aining to the said shop till handing over the possession of the said shop.

teransfer charges to be paid to the society shall be borne by awitness whereof the parties hereto have hereunto set and subscribed their respective day of September, 2002 first hereinabove written.

Signed, Sealed and delivered by

The within named VENDORS

In presence of

Signed, sealed and delivered by

The within named PURCHASERS

In the presence of:

Simply

19/109/02