



महाराष्ट्र MAHARASHTRA

2023

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प्रधान मुद्रांक कार्यालय, मुंबई
प.नु.वि.क्र. ८००००९६
12 SEP 2023
सक्षम अधिकारी C

AGREEMENT FOR THE PURCHASE AND SALE OF SHARES OF **श्रीमती सुपमा चव्हाण**
Jaro Education Pvt Ltd.

This Share Purchase Agreement ("Agreement") is made as of 01st day of October, 2023, between **Jaro Institute of Technology Management and Research Ltd (PAN: AACCJ2107Q)** (the "Seller"), having its registered office at 11th Floor, Vikas Centre, Dr. C.G. Road, Near Basant Theatre, Chembur (E), Mumbai-400 074.

AND

Dr. Sanjay Namdeo Salunkhe (PAN: AAGPS2938F), (the "Purchaser"), residing at Flat No.606A, Golf Scappe, Sion Trombay Road, Chembur (E), Mumbai-400 071.

(Collectively to be referred as Parties in the Agreement)

WHEREAS, Seller desires to sell and Purchaser desires to purchase **1,10,000 (One Lakh Ten Thousand Shares only)** Equity Shares of the Company "**Jaro Education Pvt Ltd**".

[Signature]

[Signature]



14 SEP 2023

जॉइंटपत्र-१/Annexure-1

फक्त प्रतिज्ञापत्रासाठी/Only For Affid

१) मुद्रांक विक्री नोंदवही अनु. क्र./दिनांक.....

२) मुद्रांक विक्री घेणाऱ्याचे नांव, रहिवासाचा पत्ता

३) परवानाअर्क मुद्रांक विक्रीच्या सही

त परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता

परवाना क्रमांक ८००००१६

मुद्रांक विक्रीचे ठिकाण/पत्ता: बांद्रा बार असोसिएशन

भास्कर इन्व्हीम, २१ मज्जा, लॉवर चेंबर, बांद्रा मेट्रोपोलिटन

सिक्रेटरी कॉट, ए. के. मार्ग, वांशे पूर्व, मुं.-४०००५१.

शासकीय कार्यालयासमोर न्यायालयासमोर प्रतिज्ञापत्र सादर

कारणासाठी मुद्रांक काढण्याची आवश्यकता नाही.

(शासन आदेश दि. ०९/०७/२००४ नुसार) ज्या कारणासाठी

ज्यांनी मुद्रांक खरेदी करून त्यांनी त्याच कारणासाठी मुद्रांक सौ. रोशनी दाखविले

Tara Institute of Technology Management and Research Limited
11th Floor, Vikas Centre,
Dr. C.G. Road, Near Golf Club,
(East), Mumbai-400 074.

NOW THEREFORE, the Parties hereto agree as follows:

1. Purchase and Sale:

The Purchase price for each Sale Shares shall be **INR 10/- (Rupees Ten only) per share** and an aggregate purchase price of **INR 11,00,000/- (Rupees Eleven Lakhs Only)**, hereinafter referred to as the purchase price to be paid to the Seller by NEFT/RTGS/Cheque/Demand Draft to the "Seller's Specified Bank account", details of which are given in Schedule 1.

The Seller will transfer to the Purchaser share certificates, bearing No 04 having distinctive number from 100001 to 210000 along with share transfer form duly signed by the Seller and Purchaser.

2. Agreement:

- Upon signing of this Agreement, the Purchaser shall deposit 100% of the aggregate purchase price on or before 31st October 2023 towards payment for the purpose of acquisition of sale shares.
- The Seller agrees that it will begin the share transfer process immediately after receiving the payment in the Seller's specified bank account.

3. Closing:

The Closing as per this Agreement shall occur only when all the Parties have complied with the terms and conditions as mentioned in this agreement.

4. Representation and Warranties of the Seller:

- The Seller has full power and authority to enter into this Agreement, to perform its obligations herein and to consummate the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with its terms.
- The execution, delivery or performance by the Seller of this Agreement does not contravene any law, regulation order or judgment applicable to or binding on the Seller and will not result in a breach of, or constitute a default, or contravene any provision of any agreement to which Seller is a party or by which he is bound.

5. Representation and Warranties of the Purchaser:

- The execution, delivery or performance by the Purchaser of this Agreement does not contravene any law, regulation order or judgment applicable to or binding on the Purchaser



and will not result in a breach of, or constitute a default, or contravene any provision of any agreement to which Purchaser is a party or by which he is bound

- The Purchaser confirms that he/she is financially sound and the funds raised for Purchase of the shares were raised through legally recognised methods from legitimate sources.
- The Purchaser confirms that no approval of any Governmental Authority or consents are required by the Purchaser in relation to purchase of the Sale Shares by the Purchaser from the Seller in accordance with the provisions of this Agreement;
- The Purchaser has obtained independent legal advice; and is free from any undue influence.

6. Indemnity

Parties agree to indemnify and hold harmless each other to the fullest extent permissible under law against all claims, damages, losses, liabilities, fees and expenses incurred pursuant to or arising out of any breach of Representation and Warranties of the either Parties, which is limited to the value of this transaction.

7. Governing Law:

This Contract is issued under and is subject to Maharashtra jurisdiction and law. The Maharashtra Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

8. Notice:

Any notice given in Pursuant to this Agreement shall be in writing and shall be sent by email, courier, registered post or in original hand delivery and addressed to the respective Party as follows:

A. If to the Purchaser:

Purchaser Name: Dr. Sanjay Namdeo Salunkhe

Address: Flat No.606A, Golf Scappe, Sion Trombay Road, Chembur (E), Mumbai-400071

B. If to the Seller:

Seller Name: Jaro Institute of Technology Management and Research Ltd.

Address : 11th Floor, Vikas Centre, Dr. C.G. Road, Near Basant Theatre, Chembur (E), Mumbai-400074



Schedule 1: Details of Seller's Specified Bank Account

Bank	Account Number	IFSC	Branch Name
IDBI Bank Ltd	018102000016621	IBKL0000018	Chembur

Schedule 2: Details of Purchaser's Specified Bank Account

Bank	Account Number	IFSC	Branch Name
IDBI Bank Ltd	018102000016524	IBKL0000018	Chembur

In witness whereof, the Seller and Purchaser upon complete understanding of the Agreement and giving their consent to the same, have caused this Agreement to be executed on 01st Oct 2023.

Seller:

**Jaro Institute of Technology Management
and Research Ltd**

Purchaser:

Dr. Sanjay Namdeo Salunkhe