



महाराष्ट्र MAHARASHTRA

2023

CE 791108

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९६
23 JAN 2024
सक्षम अधिकारी

**AGREEMENT FOR THE PURCHASE AND SALE OF SHARES OF
Net Employment Services Pvt Ltd.**

श्रीमती लता सांगळे

This Share Purchase Agreement ("Agreement") is made as of 01st day of March, 2024, 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 **49,48,497 (Forty Nine Lakhs Forty Eight Thousand Four Hundred and Ninety Seven only)** Equity Shares of the Company "Net Employment Services Pvt Ltd".



660

29 JAN 2024

अनुसूची-१ / Annexure-I

केवल प्रतिष्ठापनसाठी / Only For Affidavits
Vikas Institute of Technology Management and Research Limited
11th Floor, Vikas Centre,
Dr. C.G. Road, Near Golf Club,
Chembur (East), Mumbai-400 074.

- १) प्रमाणित किती वेळासाठी आहे, याची नोंद घ्यावी.
- २) प्रमाणित किती वेळासाठी आहे, याची नोंद घ्यावी.
- ३) प्रमाणित किती वेळासाठी आहे, याची नोंद घ्यावी.

प्रमाणित किती वेळासाठी आहे, याची नोंद घ्यावी.
प्रमाणित किती वेळासाठी आहे, याची नोंद घ्यावी.
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प्रमाणित किती वेळासाठी आहे, याची नोंद घ्यावी.
प्रमाणित किती वेळासाठी आहे, याची नोंद घ्यावी.

श्री राजेश गोपाळ नाईक

NOW THEREFORE, the Parties hereto agree as follows:

1. Purchase and Sale:

The Purchase price for each Sale Shares shall be **INR 33.10- (Rupees Thirty Three and Ten paise only) per share** and an aggregate purchase price of **INR 16,37,80,716/- (Rupees Sixteen Crore Thirty Seven Lakhs Eighty Thousand Seven Hundred and Sixteen 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 along with a share transfer form duly signed by the Seller and Purchaser. The details of the share certificate along with the distinctive numbers are attached as **Annexure I**.

2. Agreement:

- Upon signing of this Agreement, the Purchaser shall deposit 100% of the aggregate purchase price on or before 30th March, 2024 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

8



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
Bank of Maharashtra	60403916144	MAHB0000050	Worli, Mumbai



Schedule 2: Details of Purchaser's Specified Bank Account

Bank	Account Number	IFSC	Branch Name
Bank of Maharashtra	60403031739	MAHB0000050	Worli, Mumbai

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 01/03/2024

Seller:   Jaro Institute of Technology Management and Research Ltd	Purchaser:  Dr. Sanjay Namdeo Salunkhe
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Annexure I

Share Certificate Number	Distinctive Number		Number of Shares
	From	To	
10039	1	50000	50,000
10040	50001	100000	50,000
10041	100001	150000	50,000
10042	150001	250000	1,00,000
10043	250001	350000	1,00,000
10044	350001	450000	1,00,000
10045	450001	550000	1,00,000
10046	550001	650000	1,00,000
10047	650001	750000	1,00,000
10048	750001	850000	1,00,000
10049	850001	950000	1,00,000
10050	950001	1050000	1,00,000
10051	1050001	1150000	1,00,000
10052	1150001	1250000	1,00,000
10055	1450001	1500000	50,000
10056	1500001	1600000	1,00,000
10057	1600001	1700000	1,00,000
10058	1700001	1800000	1,00,000
10059	1800001	1900000	1,00,000
10060	1900001	2000000	1,00,000
10061	2000001	2100000	1,00,000
10062	2100001	2200000	1,00,000
10063	2200001	2300000	1,00,000
10065	2400001	2500000	1,00,000
10066	2500001	2600000	1,00,000
10067	2600001	2700000	1,00,000
10068	2700001	2800000	1,00,000
10069	2300001	2350000	50,000
10082	4342551	4442550	1,00,000
10083	4442551	4542550	1,00,000
10084	4542551	4642550	1,00,000
10085	4642551	4742550	1,00,000
10086	4742551	4842550	1,00,000
10087	4842551	4942550	1,00,000
10093	5410801	5510800	1,00,000
10094	5510801	5610800	1,00,000
10095	5610801	5710800	1,00,000
10096	5710801	5810800	1,00,000
10097	5810801	5910800	1,00,000
10098	5910801	6010800	1,00,000
10099	6010801	6110800	1,00,000
10100	6110801	6210800	1,00,000
10101	6210801	6310800	1,00,000
10102	6310801	6410800	1,00,000
10103	6410801	6440800	30,000
10104	6440801	6444150	3,350
10105	6444151	6447300	3,150
10108	6467301	6967300	5,00,000
10109	4942551	4954550	12,000
10113	5310801	5410800	1,00,000
10114	2350001	2375000	25,000
10115	2375001	2400000	25,000
10116	1284001	1350000	66,000
10117	1250001	1283997	33,997
	Total		49,48,497