

## ANNEXURE II TO THE SHAREHOLDERS AGREEMENT BETWEEN

SUSHRUTA VISHRANTHI DHAMA LTD

AND

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As on

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1. Purpose: The purpose of this document is to describe the procedure to be followed during secondary sale of shares by Shareholders of Sushruta Vishranthi Dhama Limited
2. Any Current Shareholder/s can sell his/her Dematerialised Suvidha shares directly to interested parties.
3. **Seller of Qualifying Shares:**
  - a) Shareholders are requested to refrain from advertising on property Management sites and apps as **ONLY** shares Sushruta Vishranthi Dhama Limited are being sold by them **NOT the Property / Cottage.**
  - b) Every shareholder to note that when he/she sells the shares the entitlement to the cottage/s does not automatically vest with the buyer of shares, since the cottages belong to the Company and are allotted by the company to persons who hold the qualifying number of shares on fulfilment of all defined conditions.
  - c) Once a person transfers his qualifying shares to another person, the keys to the cottages are required to be deposited at the Suvidha office with Estate Manager and take their acknowledgement. The seller should also provide full information about the buyer to Suvidha Office by e-mail sent to [em@suvidha.co.in](mailto:em@suvidha.co.in) and [contact@suvidha.co.in](mailto:contact@suvidha.co.in); Please give full Name, Age, Gender, Nationality, short Profile, Postal address, mobile number, e-Mail ID etc.
  - d) Seller to ensure all Maintenance dues, Property Tax dues and any other dues are cleared before proceeding with the sale of shares. A No Dues Certificate (NDC) letter signed by the MD or authorised Director, is to be procured from the office before the sale is finalised. The seller to hand over all the cottage keys to the Suvidha Office while procuring the NDC.

#### **4. Buyer of Qualifying Shares:**

- a) The buyer must:
  - i. Produce the No Due Certificate obtained from the seller, pertaining to the cottage to the office.
  - ii. Execute the shareholder agreement (SHA). This will be done in the Suvidha Registered Office by taking a prior appointment to meet the MD / CFO / COO / designated Director authorised to sign the SHA on behalf of the Company.
  - iii. New Shareholders residing outside Bangalore, can send a scanned copy of the signed SHA along with a Power of Attorney to their local representative, who will meet the Board member in the Suvidha Office to execute the SHA and collect the cottage keys.
- b) The allotment of the Cottage/s to the new Shareholder/s will happen after this process is completed. This is with a view to safeguard the interest of the buyers of shares as well as that of the company.
- c) The New Shareholder/ buyer will get permission/ approval for renovation of the cottage from the Technical Committee and for moving furniture etc into / out of the cottage from the Chief Operating Officer or Estate Manager, only after the Shareholder Agreement is signed by both parties.
- d) The Purchaser / the New Shareholder will be handed the keys after signing the Shareholder Agreement only, after which the monthly Maintenance Fee and Utilities for the Cottage/s will be billed to the Purchaser.

#### **5. Seller/Buyer of Qualifying Shares:**

- a) Maintenance and other dues pertaining to the cottage for the interim period between the return of cottage keys to the company by the seller and receipt of cottage keys by the buyer of qualifying shares will be the responsibility of the seller/buyer as per the agreement/understanding between them. This agreement should be communicated to [em@suvidha.co.in](mailto:em@suvidha.co.in) and [contact@suvidha.co.in](mailto:contact@suvidha.co.in) by either party with the other party kept on copy. Company will hand over the keys to the buyer of qualifying shares only after verifying that all the dues till the date of executing the SHA and handing over of the Cottage keys are settled.
- b) If there are any legal requirements (like for transfer between a resident and a non-resident or for any other purpose) for obtaining a valuation certificate for the shares in transfer, the same will be obtained and the cost of the same will have to be borne by the seller/buyer as per their agreement/understanding. Company can only facilitate the same but cannot bear the expenses for the same.