

QATAR NAVIGATION (QPSC)

SHIP REPAIR & FABRICATION

Telephones

Office : 4771690 / 4771695
Fax : 4771687



Telex : 4206 DH
Cable : "NAVIGATION" Doha
Bank A/c: QNB Main Branch
P.O.Box 1000, Doha - Qatar
Swift Code : QNBAQAQA
QAR A/C No. 0013-000309-060
USD A/C No. 0013-000309-061

PROFORMA INVOICE

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102830
SHREESHITAL PROCUREMENT SOLUTIONS LLP
MUMBAI, MAHARASTRA, INDIA
400091

INVOICE NO : SFWK-DMY-007768
DATE : 27/11/2020
W/O Number : 20-010923
W/O Ref : MLO20232
EXPENSE A/C :

Vessel Name/Description: SALE OF USED FLOATING DOCK AL RUFAA 1

Job No	Description	Line Amount
1100	ADVANCE PAYMENT:-	11,200.00

20 % advance payment for the sale of used floating dock "Al
Rufaa 1" as per our agreed contract.

20 % of contract value (US \$ 56,000.00) = US \$ 11,200.00

Note:-

Payment on the receipt of proforma invoice.

Encl:-

Copy of signed contract.


MILAHA
S&F

Invoice Amount --> 11,200.00

(US DOLLARS - Eleven Thousand Two Hundred Only)

for QATAR NAVIGATION (Q.S.C)
SHIP REPAIR, FABRICATION & ENGINEERING DIVISION

E & O.E

SALE AGREEMENT

THIS SALE AGREEMENT ("Agreement") is entered into on this, the 22nd day of October 2020, by and between First Party QATAR NAVIGATION QPSC of PO Box 153, Doha, Qatar ("Seller") and Second Party SHREESHITAL PROCUREMENT SOLUTIONS LLP ("Buyer") for the sale of one (1) unit of used floating dock named 'AL RUFAA 1' ("Dock") more particularly described in detail in the "Annex 1 - Dock Description".

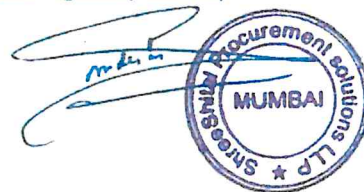
Seller and Buyer may individually be referred to as 'Party' and collectively as 'Parties'.

1. The Seller hereby sells unto the Seller and the Buyer hereby buys from the Seller the Dock, on 'as is where is' basis, for a price of USD 56,000 (United States Dollars Fifty Six Thousand only) ("Purchase Price") on the terms and conditions herein below set out, which terms and conditions are unconditionally agreed to by the Parties.
2. Buyer shall pay a deposit of twenty percent (20%) of the Purchase Price ("Deposit") in full clear of bank charges to the Seller, via bank transfer into the bank accounts detailed below, three (3) Qatari banking days after signing of this Agreement.
3. The balance of eighty percent (80%) of the Purchase Price shall be payable prior to taking delivery of the Dock and prior to the dock sailing out from Milaha Shipyard.
4. Seller's bank account details for payment of all sums due under this Agreement shall be as follows:

Name of Bank:	Qatar National Bank – Main branch
Account Number:	0013-000309-061
IBAN / SWIFT:	QA48 QNBA 0000 0000 0013 0003 09061 / QNBAQAQA
Account Currency:	USD
Bank Address:	P.O. Box – 1000, Doha – Qatar

5. The Dock shall be delivered at a safe berth or port in State of Qatar on 14th December 2020 (Cancelling Date), and Sellers shall give Buyers a notice of readiness of five (5) days prior to the delivery, and delivery shall not take place prior to 4th December 2020.
6. Unless otherwise stated in Clause 5 above, the Buyer will remove the Dock from the Seller's shipyard within a maximum period of forty-five (45) days from the date of the Deposit payment or the delivery date stated in Clause 5 above, whichever is earlier. If Buyer fails to do so, Seller shall have the right to cancel this Agreement and the Deposit shall be forfeited to Seller.
7. Should the Deposit not be lodged in accordance with Clause 2 above, the Sellers have the right to cancel this Agreement and they shall be entitled to claim compensation for their losses and for all expenses incurred together with interest. Should the balance of Purchase Price not be paid in accordance with Clause 3 above, the Sellers have the right to cancel this Agreement, in which case the Deposit together with interest earned, if any, shall be forfeited by the Sellers. If the Deposit does not cover their loss, the Sellers shall be entitled to claim further compensation for their losses and for all expenses incurred together with interest.
8. Should the Seller fail to delivery the Dock to the Buyer in accordance with the terms of this Agreement by the Cancelling Date, Buyer shall be entitled to cancel this Agreement and the Deposit shall be returned to the Buyer immediately, whereafter Party shall have no claims against each other.

9. The title, ownership, and all risks in the Dock shall pass from the Seller to the Buyer on the date the Seller receives the full Purchase Price from Buyer as per Article 2 and 3 above and prior to the Dock being moved out of its current location. Thereafter, a receipt of delivery and transfer in the form in "Annex 2 – Transfer Document Format" shall be signed by the Parties. Once title and risk have passed to the Buyer, Seller shall not be liable for the Dock's maintenance, upkeep or storage, and shall not be liable to any third parties for any claims arising from or in connection with the Dock or its condition.
10. The seller shall indemnify the buyer of claims strictly limited to any maritime liens on the dock existing prior to delivery date. For avoidance of doubt, nothing in this clause shall be apply to any claims other than liens, including but not limited to claims relating to condition, warranty or fitness for purpose or description as may be stipulated in any of the applicable legislation on sale of goods including the Sale of Goods Act 1979, all of which are expressly excluded.
11. Buyer shall be responsible for towage and removal of the Dock from its current location, and shall therefore obtain all necessary permits and clearances, including but not limited to port clearances and appointment of agents, at Buyer's own costs and time. However, Seller shall provide Buyer with assistance needed for their removal or towing of the Dock as set out in "Annex 3 – Responsibility Matrix".
12. Buyer acknowledges that Seller shall not be liable for the condition of the Dock and the Dock is sold and bought in its current condition and location without any guarantees or warranties from Seller.
13. All costs, expenses and responsibilities and management of the operation to tow the dock out form the yard and to final destination to be on Buyers account including any shipping agency cost and any repair cost associated with towage certificate or other requirements.
14. This Agreement shall be effective immediately upon its signature by both Parties. The Agreement is subject to Qatari law and all disputes under it shall be determined exclusively by the Qatari Courts.
15. All Notices to be provided under this Agreement shall be in writing and details for recipients are as follows:
- For Sellers: Mr. Dario Arcella, E-mail: Darcella@Milaha.com
For Buyers: Mr. Rohan Arvind Sandesara, E-mail: rohan@fitsmybudget.in with cc to Mr. Apurva Arvind Sandesara, E-mail: apurva@fitsmybudget.in
16. The written terms of this Agreement comprise the entire agreement between the Buyers and the Sellers in relation to the sale and purchase of the Dock and supersedes all previous agreements whether oral or written between the Parties in relation thereto. Each of the Parties acknowledges that in entering into this Agreement it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether or not made negligently) other than as is expressly set out in this Agreement. Any terms implied into this Agreement by any applicable statute or law are hereby exclude to the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude any liability for fraud.
17. The terms and conditions of this Agreement and all respective negotiations, to be kept strictly private and confidential from any third party except for the Sellers and the Buyers legal advisors, insurers and brokers, if any, involved in this transaction or as required by law regulation or any governmental, stock exchange or competent regulatory authority.



Nonetheless, if the deal becomes known to the market, neither Party has the right to withdraw from sale.

18. The Buyers warrant and undertake that they have no applicable UN, US, EU, UK sanctioned Iran/Syria/North Korea/Russian interests, are not controlled by any such applicable sanctioned entities or individuals. Buyers confirm that they are not engaged directly or indirectly in any such sanction targeted activities, and further warrant and undertake that the Vessel shall not be provided to any sanctioned entities or individuals or interests. If the Sellers have reasonable belief with evidence that the Vessel will be sold in breach of sanction-targeted activities or re-sold directly or indirectly to sanction-targeted entities or Israel, Sellers shall be entitled to refuse completion and/or cancel the Sale and Purchase transaction with no liability whatsoever, and Sellers shall not be compelled to complete the Sale and Purchase hereunder if such completion would expose the Sellers to any sanction, prohibition under UN resolutions or the trade or economic sanctions, laws or regulations of the US, EU or UK or Qatar.

IN WITNESS WHEREOF the Seller and the Buyer hereby consent and affix their hand below on the day and year stated below.

QATAR NAVIGATION QPSC
(Seller)

**SHREESHITAL PROCUREMENT
SOLUTIONS LLP**
(Buyer)

MILAH S & F

(Authorized Signature)

ABDULRAHMAN ESSA A E AL-MANNAI

(Name – Print or Type)

PRESIDENT & CEO

(Title – Print or Type)

(Date) 22/10/2020

SHREESHITAL PROCUREMENT SOLUTIONS LLP
MUMBAI
(Authorized Signature)

(Name – ROHAN SANDESARA)

(Title – PARTNER)

(Date – 22/10/2020)

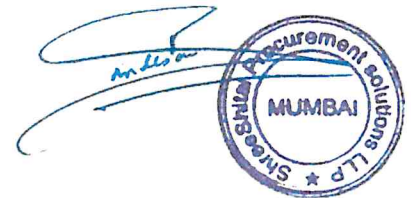


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ANNEX 1 - DOCK DESCRIPTION

Name of Dock:	AL RUFAAT
IMO Number:	LR No 7715480
Type of Vessel:	FLOATING DOCK
Class:	LLOYDS REGISTER OF SHIPPING (LR) +A (Class Expired)
Flag:	QATAR
Place of Registration:	Doha - QATAR
Year of Build:	30/04/1978
Gross Tonnage:	3300 TON (LIFTING CAPACITY)

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ANNEX 2 - TRANSFER DOCUMENT FORMAT

TRANSFER DOCUMENT

KNOW ALL MEN by these presents that QATAR NAVIGATION Q.P.S.C of P.O.Box 153, Doha, Qatar (the "Seller") have sold and do grant and deliver, legally and physically at [] hrs (Doha Time) on the [] day of [] at the above stated Seller's Office premises unto [] of Doha, Qatar (the "Buyer") all its shares, rights, title, risk and interest in and to one (1) used Dock of the name of "AL RUFAA 1", (the "Dock"), pursuant to the terms and conditions of the Sale Agreement dated [].

The Buyer do hereby accept the delivery, title and risks of and to the aforesaid Dock in accordance with the terms of the Sale Agreement and as is where is with all faults or defects, patent, latent or otherwise, and confirm with this Transfer Document that the Seller has fulfilled all its obligations to the extent required by the Sale Agreement and has handed over, and the Buyer has received, the Dock on the date and at the time and place stated above.

It is acknowledged by the Buyer that the Seller make no guaranty, warranty, or representation, express or implied, by operation of law or otherwise, as to the quality, serviceability, merchantability or condition of the Dock, or its fitness for any particular use or purpose and the sale as contemplated by the Seller and Buyer is hereby completed.

Dated, this 22nd day of OCTOBER 2020.


AALA
MILAHA
S & F

Signed by:

Name: _____
Authorised Signatory of Seller
QATAR NAVIGATION Q.P.S.C

Signed by:


Name: ROHAN SANDESARA
Authorised Signatory of Buyer
SREESHITAL PROCUREMENT SOLUTIONS LLP

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ANNEX 3 – PRE- AND POST-DELIVERY RESPONSIBILITY MATRIX

Seller's Responsibility	Buyer's Responsibility
Disconnection of the dock from the dolphins	Towage planning, preparation and any work as may be needed to make the dock seaworthy
Milaha Shipyard will provide free usage of 50 tons mobile crane for one week	Preparation and arrangement of tugs
	Preparation of towage method statement
	Preparation of seaworthy repair list
	Obtaining permission from Port authority to sail out
	Full liability of the dock since the advance payment of 20% is made
	Appointment of Shipping Agents

QATAR NAVIGATION QPSC
(Seller)

**SHREESHITAL PROCUREMENT
SOLUTIONS LLP**
(Buyer)

MILHA
MILAHA
S & F

(Authorized Signature)

ABDULRAHMAN ESSA A E AL-MANNAI

(Name – Print or Type)

PRESIDENT & CEO

(Title – Print or Type)

(Date) 22/10/2020

SHREESHITAL PROCUREMENT SOLUTIONS LLP
MUMBAI

(Authorized Signature)

(Name – **ROHAN SANDESARA**)

(Title – PARTNER)

(Date – 22/10/2020)

