

15632/24

I-13493/24



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AT 058091

19/11/24

2/285 7618/24

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA

I certify that the Document is admitted to registration The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances II Kolkata



19 NOV 2024

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE ("Deed") is made and executed at Kolkata on this 19th day of November, 2024 ("Execution Date").

BY AND BETWEEN

Signature

032223

Sl. No.....Date.....
Name.....
Add.....
AMT.....100.....

18 NOV 2024
18 NOV 2024

Godrej Properties LTD.

Block-DP, Salt Lake, Part-I

1191

032223

le

SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-



9

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

19 NOV 2024

Identified by me

Rahul Baid

S/o Mr. C.L Baid

5/11B, Cosnfield Road

Kolkata-700019

Business

(2)

AGRO GREEN PLANTS NUTRITION PRIVATE LIMITED (CIN U01301WB2024PTC268523) (PAN ABACA2048N) a company incorporated under the provisions of the Companies Act 1956, having its registered office at Podrah, Halder Para, LP 494/9, Post Office - Podra, Police Station -Sankrail, District - Howrah, Pin Code - 711109, represented by its Director, **MR. RAUNAK GARG, (PAN:ARGPG1729H) (ADHAAR NO.8204 9251 4906)** son of Mr. Sunil Kumar Garg, residing at 2, Deodar Street, 2nd Floor, P.O and P.S Ballygunge, Kolkata - 700019, duly authorized vide Resolution dated 07.11.2024, hereinafter referred to as the **"VENDOR"**(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **ONE PART;**

-AND-

GODREJ PROPERTIES LIMITED (PAN: AAACG3995M) [CIN:L74120MH1985PLC035308], a company incorporated under the relevant provisions of The Companies Act, 1956 and now governed by the Companies Act, 2013 and having its registered office at Godrej One,5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079 and also having its regional office at "Godrej Waterside", Tower - II, Block - DP, Plot - 5, Salt Lake, Sector - V, Post Office - Sech Bhavan, Police Station - Electronic Complex, Kolkata - 700 091 represented through its Authorised Signatory, **MR.PRATEEK KHAITAN, (PAN:BAWPK8841A) (ADHAAR NO. 4610 8430 4918)**, son of Mr. Jaydeep Kumar Khaitan, working for gain at "Godrej Waterside", Tower - II, Block - DP, Plot - 5, Salt Lake, Sector - V, Post Office - Sech Bhavan, Police Station - Electronic Complex, Kolkata - 700 091, duly authorized vide Resolution dated 31.05.2024 hereinafter referred to as **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns);



The "VENDOR" and the "PURCHASER" are hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES".

WHEREAS THE VENDOR HAS REPRESENTED TO THE PURCHASER THAT:

- A. The Vendor is the actual, absolute, lawful owner and in exclusive possession of ALL THAT pieces and parcels of freehold, non -agricultural land admeasuring 0.04 Acres equivalent to 161.8743square meters lying and situated in L.R.Dag No. 261 corresponding to L.R. Khatian No. 1257 at District South 24 Parganas, P.S. Usthi, Pargana Magura, J.L.No.69, under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza Gandua and within the limits of the Sreechanda Gram Panchayat ("Said Land") along with all right, title, interests, easements, estate, privileges, benefits, appurtenances thereto. The said Land - I is more particularly described in the Schedule-I hereunder written.
- B. The Vendor is vested with absolute ownership and clear and marketable title on the Said Land along with all rights, interest including development rights thereto, free from any Encumbrance (*defined hereinafter*), and is seized of and is in absolute, lawful, physical, unencumbered, unfettered, and unhindered possession of the Said Land. The Vendor has acquired absolute title and all rights to the Said Land and is recorded as the owner and in possession of the Said Land in all government records including the Record of Rights. The Title Deeds and mutations with regard to Vendor's title and antecedent title documents, are true, correct and accurate;
- C. The Vendor being desirous of selling, transferring, conveying and assigning unto the Purchaser all its right, title, interest in the Said Land with a clear and marketable title free from all Encumbrances and the Purchaser relying on the

AK
AD

(4)

representations, assurances and warranties of the Vendor being desirous of purchasing and acquiring right, title and interest in the Said Land on ownership basis, along with all benefits, appurtenances incidental and/or ancillary to and/or associated with the Said Land with a clear and marketable title, free from all Encumbrances and claims, for the Consideration and on such terms and conditions to be completed by the Vendor to the satisfaction of the Purchaser as mentioned herein below.

- (i) The Vendor has mutated its name before the Land & Land Reforms Department and has also obtained an order on 08.09.2024 Vide Case No. CN/2024/1621/203 permitting conversion of the said Land from Shali to Commercial Bastuin accordance with the provisions of the West Bengal Land Reforms Act, 1955 and the rules made thereunder in respect of Said Land.
- (ii) The Vendor has updated the record of rights in respect of the waterbodies lying and situated on the Said Land.
- (iii) The Vendor has obtained the requisite permission from WBSEDCL for shifting of the existing High Tension power line lying and situated on the said Land upon payment of all demands as raised by WBSEDCL/Competent Authority.
- (iv) The Vendor has demolished all existing structures on the Said Land and also removed the debris from the Said Land.
- (v) The Vendor has leveled the ditches, potholes and uneven portion on the Said Land as per satisfaction of the Purchaser.
- (vi) The Vendor has completed the G.I. Sheet fencing as required by the Purchaser.
- (vii) The Vendor has applied for obtaining permission/NOC from the Irrigation Department of Government of West Bengal for (a) constructing a new culvert having minimum width of 5.5 meters to have access on the said Land and/or, (b) widening the width of the existing culvert to minimum of 5.5 meters as per



- the requirement of the Purchaser in accordance with the plan which has been provided by the Purchaser.
- D. Accordingly, the Said Land and every part thereof is capable of being developed for residential mixed-use development including plotted colony/township/ high-rise development/villa/villaments etc. under the Applicable Laws and presently there exists no events and/or circumstances and/or impediments impacting the sale and development of the Said Land or any part thereof.
- E. The Vendor is desirous of selling, transferring, conveying and assigning unto the Purchaser all its right, title, interest in the Said Land, free from all Encumbrances and the Purchaser relying on the representations, assurances and warranties of the Vendor and is desirous of purchasing and acquiring all right, title and interest in the Said Land on ownership basis, along with all benefits, appurtenances incidental and/or ancillary to and/or associated with the Said Land with a clear and marketable title, free from all Encumbrances and claims, for the consideration and on such terms and conditions as mentioned in this Deed.

AND WHEREAS relying on the representations, warranties and covenants of the Vendor as contained herein, the Purchaser is entering into this Deed of Conveyance, for good and adequate consideration, to effect immediate, absolute, unconditional and irrevocable sale, transfer, assignment and conveyance of the Said Land (together with all liberties, freehold rights, title, interest, estates, easements, privileges, appurtenances and benefits thereto whatsoever along with uninterrupted, un-Encumbered, exclusive and unfettered rights of possession in the Said Land) from the Vendor to the Purchaser.

BM
Rev

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Deed and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS

- 1.1 "Applicable Laws" shall mean all present applicable laws, statutes, law, acts, bye-laws, rules, regulations, rule of common law, ordinances, notifications, protocols, codes, guidelines, policies, notices, circulars, directions, government approval, orders, award, judgments, decrees or other requirements or official directive or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing by any Government/semi-Government Authority or person acting under the authority of any Government/semi-Government Authority and/ or of any other authority having jurisdiction over the matter in question, in effect as of the date of this Deed;
- 1.2 "Approvals" shall mean such permission/s, no objection certificate/s, permits, and approval/s obtained and/ or procured by the Vendor (at their cost and expense),and/or any other approvals required to be obtained for the purpose of the project by the Purchaser (at their cost and expense). ;
- 1.3 "Approval Risk" shall mean any risk/ impediment/ obstruction (of any nature) that may arise (at any point in time) or threaten to arise to the Approvals on account of any defect in (i) Vendor's right, title and interest in respect of the Said Land; and/or (ii) any breach of conditions of Approval by Vendor; and/or (iii) any representations made by Vendor herein (in respect of

Abi
Abi

(7)

the Said Land) and/or while obtaining Approvals being found to be incorrect, incomplete, inconsistent or inaccurate;

- 1.4 **"Balance Consideration"** shall have the meaning ascribed to it in Clause [3.3] herein;
- 1.5 **"Consideration"** shall have the meaning ascribed to it in Clause [3.1] herein;
- 1.6 **"Encumbrance"** means any of the following relating to the said Land:
- a) encroachment, easement rights, acquisition, attachment (in the decree of the court or of the Income Tax Department and/or GST Department and/or any other departments of any Government Authority or of any other person or entity), lien, claims, impediment, Will, license, lease, sub-license, exchange, partition, title defect, legal flaws, trust, tenancy, sub-tenancy, gift, inheritance, trust, unauthorized occupancy, guarantee for recovery of loan etc. to any person or persons/banks/financial institutions or any other third party whereby the right of the Vendor to sell the said Land is affected; or
 - b) memorandum of understanding, development agreement, joint venture agreement, title retention agreement, power of attorney, conducting agreement, plot allotment or sale documents or any other similar agreement/document of any nature whatsoever; or
 - c) Litigation, proceedings (under Income Tax and /or Goods and Service ("GST") Tax and/or other taxes/Laws), disputes (including partition dispute and/or boundary dispute and/or dispute/defect in relation to possession), labour dispute, acquisition, requisition, restriction of use or any kind of attachment, court injunction, legal or regulatory restrictions, default notice / claim by any person/ Government/semi-Government Authority of Applicable Laws or any rule, regulation or guidelines, any legal impediment, mortgage, pledge, equitable interest, assignment by way of security/

ABK
Rev

guarantee, conditional sales contract, hypothecation, right of other persons, title retention agreement, voting trust agreement, security interest, interest, option, charge, commitment, whatsoever, including restriction or limitation of any nature, receipt of income or exercise of any other attribute of ownership, default or notice / claim by any Government Authority, under Applicable Law or any rule, regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the licenses or approvals procured with respect to the said Land, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security) and includes any other security interest or registered or unregistered encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

- 1.7 **“Government Authority”** shall mean any national, central, state, provincial, government or government department or semi-government authority, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any non-governmental regulatory or administrative authority constituted under any statute or legislative enactment, including Real Estate Regulatory Authority, authorities, revenue authority, local bodies including but not limited to GAIL, WBSEDCL Utility service providers, forest department, tree authority, State Road Development Corporation Limited, local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi- judicial body, income-tax authorities, direct/indirect tax authorities, custom/ excise authorities to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law.

Ph.
AB

- 1.8 **"Litigation"** includes any actual or threatened action, notice (including any show cause notice, or any other notice with respect to the said Land,), claim, labour claims, demand, suit, proceedings, summons, legal proceeding inquiry or investigation of any nature whether civil, criminal, tax, regulatory, acquisition or otherwise, in law or in equity, pending and/or threatened (for which notice has been received) by or before any court, tribunal, arbitrator or other Government Authority and/or *lispendens* and includes any written notice given by any third party or any concerned authority/court to Vendor;
- 1.9 **"Part Consideration"** shall have the meaning ascribed to it in Clause [3.2] herein;
- 1.10 **"Project"** shall mean the plotted colony/township/ high-rise development/villa/villaments etc. to be undertaken by the Purchaser on the said Land in such manner as the Purchaser deems fit;
- 1.11 **"Recital/s"** shall mean the Recitals of this Deed;
- 1.12 **"Title Deeds"** shall have the meaning ascribed to it in Recital D herein;
- 1.13 **"TDS"** means Tax Deducted at Source as defined under the Income Tax Act, 1961;
- 1.14 **"Title Risk"** shall mean (i) any breach of or any deficiency in adherence to or performance made by the Vendor of its representations, covenants or obligations with respect to the said Land including but not limited to the Approvals and/or (ii) any defect / claim / dispute / Encumbrances / dispute (including any dispute in relation to partition, boundary, subdivision, usage and/or conversion) / legal action of any nature whatsoever over the said Land and/or rights, title (including absolute possession) and/or interest of the Vendor and/or its predecessors in respect of the said Land or project thereon



which may be raised/ made by any third party, including any predecessor in title and/or any person acting under/ through or on behalf of the Vendor and/or any predecessor in title and/or (iii) any restriction and/or impediment to the development, sale, construction, marketing, collection of the development project on the said Land with respect to title of the said Land and/or (iv) any action undertaken/required to be undertaken to regularize/rectify/make good any Approvals / compliance to be undertaken thereunder due to breach or non- observance of any terms stipulated therein which may have any adverse effect on the title of the Purchaser over the said Land or the ability to construct the Project.

2. CONVEYANCE, TRANSFER AND SALE

- 2.1. On the execution and registration hereof the Vendor doth hereby absolutely and irrevocably grants, sells, conveys, transfers and assures and assigns unto the Purchaser, free from all Encumbrances whatsoever all their rights, liberties, title, interest, possession of **all that pieces and parcels of, freehold, non - agricultural land admeasuring 0.04 Acres equivalent to 161.8743 square meters** lying and situated in **L.R.Dag No. 261** corresponding to **L.R. Khatian No. 1257** more particularly written in Schedule I at District South 24 Parganas, P.S. Usthi, Pargana Magura, J.L.no.69, under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza Gandua and Rossa and within the limits of the Sreechanda Gram Panchayat more particularly described in the Schedule-I hereunder written which is shown in red color boundary lines on the plan annexed herewith as **Annexure "A"** hereinafter referred to as "**Said Land**" TOGETHER WITH fencing alongside boundary, edifices, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, benefits, easements, profits, advantages, rights, members and appurtenances whatsoever to the Said Land or any part thereof AND all the



estate, right, title, interest, claim, floor space index (present and future), transferrable development rights (present and future), entire development potential by whatever name called AND TO HAVE AND TO HOLD all and singular the Said Land hereby granted, released, sold, transferred, conveyed and assured or intended or expressed so to be with their all rights, members and appurtenances UNTO AND TO THE USE and benefit of the Purchaser, its successors or assigns absolutely forever AND the Vendor do hereby covenant with the Purchaser THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted, to be done or executed or knowingly or willingly suffered to the contrary THE VENDOR do now have in itself good right, full power and absolute authority to grant, release, convey, transfer and assure all their respective rights, title, interest in the Said Land hereby granted, released, conveyed, transferred and assured in the manner stated herein or intended so to be unto and to the use of the Purchaser in the manner aforesaid AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter to peacefully and quietly hold, enter upon, use, occupy, possess the Said Land and to solely and absolutely own and enjoy all the right, title, interest in the Said Land hereby granted, released, conveyed, transferred and assured in the manner stated herein, with its appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor, their successors and, assigns, and administrators, any of them or from or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for it AND FURTHER THAT THE Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the right, title, interest in the Said Land hereby granted, released, conveyed,

OBM
Adv

transferred and assured or any part thereof by, from, under or in trust for them or any of them the Vendor and its successors, assigns and administrators shall and will from time to time and at all times hereafter at the request of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, matters, assurances, deeds, things in law whatsoever for better further and more perfectly and absolutely granting and assuring the right, title, interest in the Said Land hereby granted unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser, its successors or assigns for assuring the right, title, interest in the Said Land and every part thereof hereby granted, released, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid AND the Vendor hereby covenants with the Purchaser that the Vendor is not prevented from granting, selling and conveying their rights, title, interest in the Said Land in manner aforesaid and that the Vendor have not done any act, deed matter or thing whereby the same or any part thereof are, is, can or may be charged, encumbered or prejudicially affected in estate, title or otherwise howsoever.

- 2.2. AND FURTHER THAT simultaneously on execution hereof, the Vendor has put the Purchaser in uninterrupted, un-Encumbered, exclusive, actual, legal, physical, unhindered, unfettered, continuous, quiet, vacant, duly bounded and peaceful possession of the Said Land. Henceforth, the Purchaser shall be entitled to be in peaceful possession and enjoyment of the Said Land as absolute owner and it shall be lawful for the Purchaser at all times to possess, own, occupy and enjoy the Said Land hereby conveyed and sold, with all its appurtenances together with all the rights for its benefit with unfettered right of access to the Said Land and ingress and egress rights without any interference from the Vendor and their predecessors-in-title or anybody whomsoever claiming through or under the Vendor.

ABM
ABV

- 2.3. AND FURTHER THAT on and from the Execution Date hereof, it shall be lawful for the Purchaser, from time to time and at all times hereafter, to peacefully and quietly, hold, enter upon, use, occupy, develop, possess and enjoy the Said Land and to derive benefits including economic benefit thereon, receive rents, sale consideration and profits thereof and of every part thereof, without any Litigation or lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or by any person claiming through / under it.
- 2.4. AND FURTHER THAT on and from the date of this Deed, the Vendor shall not do or cause to be done, any act, deed, matter or thing which may prejudicially affect the right, title and interest of the Purchaser to the Said Land or any part thereof.
- 2.5. AND FURTHER THAT the Vendor hereby covenant and confirm that on execution hereof, the title to the Said Land and all rights, easements, privileges, appurtenances and benefits thereto stand conveyed/ transferred to the Purchaser absolutely, irrevocably and forever, free from any Encumbrance or lien of the Vendor or any third party.
- 2.6. AND FURTHER THAT the Parties to this Deed, hereby confirm that the Consideration [as mentioned in Clause [3]hereunder] is adequate for their acts, obligations and representations, the sufficiency and validity of which it shall not challenge hereinafter.
- 2.7. AND FURTHER THAT the Vendor shall at the costs and expenses of the Purchaser including taxes, whenever required by the Purchaser to do so, from time to time and at all times hereafter, do, execute and sign and/or cause to be done, execute and sign all such acts, letters, forms, applications, deeds, writings, affidavits and documents as may be required under the Applicable

Bob
Adv.

Laws for more effectually transferring the Said Land unto and to the use of the Purchaser forever and /or the future transferee for more effectually transferring the Said Land unto and to the use of the Purchaser forever and /or the future transferee.

3. CONSIDERATION

3.1. The entire Consideration, all inclusive (including taxes), full and final sale consideration paid / payable by the Purchaser to the Vendor for purchase of the Said Land as per Clause 2 above and for compliances by the Vendor of all its commitments, obligations and covenants provided herein is **Rs.9,20,000/- (Rupees Nine Lacs Twenty Thousand only)**, ("Consideration").

3.2. PART CONSIDERATION:

Out of the Consideration, an amount of **Rs. 2,00,000/- (Rupees Ten Thousand only)** ("Part Consideration") has been paid by the Purchaser to the Vendor, after deducting applicable TDS , details of which are captured herein below (*the receipt whereof the Vendor does hereby admit and acknowledge and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser*) to the Vendor:

Part Consideration (in ₹)	TDS (in ₹)	Net Amount (in ₹)	Particulars
2,00,000/-	2,000/-	1,98,000/-	Cheque No. 000005, dated 08.07.2024, drawn on HDFC Bank, Fort, Mumbai

Adv

3.3. BALANCE CONSIDERATION:

3.3.1 Simultaneously to the execution and registration of this Deed, out of the total Consideration, an amount of **Rs.7,00,000/- (Rupees Seven Lacs only)** ("**Balance Consideration-1**") has been paid by the Purchaser to the Vendor after deducting applicable TDS on Balance Consideration, details of which are captured herein below: *(the receipt whereof the Vendor does hereby admit and acknowledge and of and from the same and every part thereof forever acquits, releases and discharges the Purchaser)*

Part Consideration (in ₹)	TDS on Consideration (in ₹)	Net Amount (in ₹)	Particulars
7,00,000/-	7200/-	6,92,800/-	Through RTGS

The Vendor has issued a valid receipt thereof simultaneously execution and registration of these presence.

3.3.2 Subject to no further addition/reduction in the area of the Said Land, for any reason whatsoever, the Purchaser shall make payment of Balance Consideration of **Rs. 20,000/- (Rupees Twenty Thousand only)** ("**Balance Consideration -2**") to the Vendor, within 120 days of the execution and registration of the Sale Deed in favour of the Purchaser or on completion of the below by the Vendor as per the satisfaction of the Purchaser, whichever is later:

- (i) physical shifting of the HT Line on the said Land in accordance with the permission granted to the Vendor by WBSEDCL, and

- (ii) Obtain permission/NOC from the Irrigation Department of Government of West Bengal for (a) constructing a new culvert having minimum width of 5.5 meters to have access on the said Land and/or, (b) widening the width of the existing culvert to minimum of 5.5 meters as per the requirement of the Purchaser in accordance with the plan which shall be provided by the Purchaser.
 - (iii) Fulfil any further condition as may be mutually agreed in writing between the Parties herein.
- 3.4. TDS certificates with respect to the tax deducted as above will be provided to the Vendor in due course of time.
- 3.5. It is further clarified that the Consideration is inclusive of all direct & indirect taxes. It is further agreed that the Consideration shall be subject to deduction of taxes as per Applicable Laws.
- 3.6. The Parties further agree that the conveyance of the Said Land is absolute and save that the Purchaser's liability towards payment of unpaid Consideration shall not constitute a "charge" and/or "lien" of any nature whatsoever over the Said Land and the Vendor's right shall be limited only to the claim of payment of the balance Consideration.
- 3.7. The Vendor agrees and acknowledges that the payment of the entire Consideration in the manner stated herein is a valid and sufficient consideration for the purchase of Said Land by the Purchaser under this Deed and for compliance of all terms and conditions as stated herein.



4. ABSOLUTE TRANSFER OF SAID LAND

- 4.1. The Parties hereto clearly acknowledge, agree and understand that notwithstanding anything else stated herein: (a) the title / ownership to the Said Land along with all the rights including development rights, other rights, easements, privileges, appurtenances and benefits thereto, stands conveyed/ transferred to the Purchaser absolutely, irrevocably and forever and free from any Encumbrances or lien, by and under this Deed on the date of execution and registration of this Deed; (b) the Vendor has handed over actual, legal, physical un-Encumbered, unhindered, unfettered, contiguous and vacant possession of the Said Land to the Purchaser; (c) the Vendor shall not have any charge/ debt/ lien/ Encumbrance on Said Land of any nature at any point of time; (d) the sale/ conveyance of the Said Land in favour of the Purchaser has been concluded and effected by and under this Deed on the Execution Date, and is not contingent upon action or occurrence of any future event whatsoever; and (e) this Deed shall not be terminable in nature, as title stands absolutely vested in favour of Purchaser on execution and registration of this Deed.
- 4.2. The Vendor hereby confirm and declare that, upon registration of this Deed, neither the Vendor nor any other person (including those claiming through or under the Vendor) shall have any right of whatsoever nature. All residual rights in relation to the Said Land, surviving in the Vendor' favour and the entire right, title and interest of the Vendor in the Said Land, stands fully extinguished and absolutely transferred to the Purchaser. Any rights, benefits or entitlements accruing to the said Land after the Execution Date, shall be construed as the absolute and sole right and property of the Purchaser to the complete exclusion of the Vendor and / or any person claiming through / under it.



5. COVENANTS

- 5.1. Simultaneous to the execution and registration of this Deed, the Vendor has handed over all the Title Deeds pertaining to the Said Land, to the Purchaser, the receipt whereof is acknowledged by the Purchaser more particularly listed in a separate writing. The Vendor affirmed that, other than aforesaid original title documents referred to in the said separate writing there are no other title deed / documents of the Vendor in respect of the Said Land. In the event, the Vendor becomes aware of any other title document pertaining to the Said Land which has not been handed over to the Purchaser, the Vendor shall immediately hand over the same to the Purchaser.
- 5.2. The Vendor has paid off all charges, direct and indirect taxes including property tax assessment, other assessments, levies, premium, dues, cesses, outgoings, statutory dues, demands including without limitation urban land taxes, vacant land tax, property taxes, electricity and water charges, water taxes, sewerage and other municipal charges, penalties, rent, duties, and all such dues, amounts, government charges by whatever name called under Applicable Law, (collectively "Vendor Outgoings"), payable to any authority, whether private or Government Authority, in relation to the Said Land up to the date of registration of this Deed, and agrees to pay any arrears of charges/ fee/ taxes and levies (including any penalties) relating to Said Land for the period prior to registration of this Deed. The Vendor represents that that there are no such demand(s) pending before any authority, which shall adversely affect the title of the said Land and/or create any encumbrances on the said Land in any manner whatsoever.
- 5.3. Without prejudice to any other right or remedy available to the Purchaser, the Vendor shall forthwith rectify/resolve the Title Risks and / or Encumbrances and all third party liabilities (if applicable) etc. in respect to the events

Abh
Aji

pertaining to the period prior to execution and registration of this Deed and bear all the costs, expenses and taxes related to resolution of the Title Risk and/or Encumbrances and all third party liabilities that may arise with respect to the Said Land.

Save and except as stated above, post execution of this Deed, any event pertaining to Title Risk and/or Encumbrances and third party liabilities caused or occasioned solely by any act or omission by the Purchaser committed after the execution of this Deed with respect to the Said Land, same shall be the responsibility of the Purchaser and the Purchaser at its cost and expenses shall resolve the same.

- 5.4. Any Title Risk arises in relation to any portion of the Said Land, then the Purchaser shall notify in writing to the Vendor and the Vendor shall resolve such issue to the satisfaction of the Purchaser within 30 (thirty) days from the date of issue of notice by the Purchaser or such other time period as prescribed by the Purchaser. Notwithstanding anything contained herein, if at any point of time there is any Title Risk, then the Purchaser shall have the absolute and unfettered right to cure, resolve and/or settle such breach at the Purchaser's sole discretion without seeking any prior consent of the Vendor and recover all expenses / cost and/or any losses from the Vendor as mentioned in this Clause. The Vendor shall be liable to pay such expenses / cost and/or any losses incurred by the Purchaser due to such Title Risk including any expenses incurred towards settlement/resolution of such issue and the Vendor shall reimburse the Purchaser of the same within 30 (thirty) days from the date of issue of an intimation in this regard by the Purchaser. In the event, the Vendor fail to reimburse such dues within the aforesaid timeline, the Vendor shall be liable to pay interest at 15% (fifteen percent) per annum, compounded annually, on the defaulted amount for the



defaulted period and the Purchaser shall be entitled to recover the same to such an extent as may be possible from any amounts payable by the Purchaser to the Vendor (including the Balance Consideration payable to the Vendor).

- 5.5. The Vendor at the costs and expenses of the Purchaser shall execute all documents and ensure the presence of its authorised representatives as may be necessary in relation to fulfilment of all formalities and procedures (including before all or any of the Government Authority), relating to the title to the said Land in favour of the Purchaser and subsequent mutations / change of ownership records etc. of the Said Land in the name of Purchaser, before the concerned Government Authority/ Gram Panchayat/ Municipal Authority, without any demur or protest and shall do all other acts in connection therewith.
- 5.6. The Purchaser shall, at its sole cost and expense, be entitled to and shall have all the rights and entitlements to have the said Land mutated in its name in the revenue records and all other records maintained by the relevant Government Authority to reflect the name of the Purchaser as the owner of, and in possession of, the said Land. The Vendor confirm that it shall, at the sole cost of the Purchaser, provide assistance and execute all such documents that may be required by the Purchaser *inter alia* for mutation of the Purchaser's name in the government records and any other records as may be required by the Purchaser.

6. **REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

- 6.1. The Vendor hereby represents and warrants to the Purchaser that each of the following representations and warranties ("Vendor's Warranties") is true, accurate, complete, valid, subsisting and not misleading in any manner as of the date of this Deed:



- 6.1.3. The Vendor has the full power and authority to enter into, execute and deliver this Deed and undertake the transaction stated herein. The Vendor has undertaken all necessary actions and obtained necessary approvals required by it for the execution, delivery and performance of this Deed;
- 6.1.4. The execution, delivery and performance of this Deed and all instruments or agreements required hereunder does not contravene, violate or constitute a default of any Applicable Law, any agreement or instrument to which it is a party or by which it is or may be bound and/or its memorandum of association and/or articles of association and/or order or decree passed by court, tribunal and/or Government Authority;
- 6.1.5. The Said Land and all parts of it are free from all kinds of registered or unregistered Encumbrance whatsoever including but not limited to any financial liabilities. No part of the said Land is affected by a subsisting contract for sale or other disposition of any interest (including by way of any collaboration / development agreement) in it. There are no arrangement(s) for sale or alienation of the Said Land or any part thereof in any manner whatsoever or any part thereof with any other person(s) nor are there any subsisting power of attorneys or any other authority, oral or otherwise empowering any other person(s) to deal with any part of the Said Land in any manner whatsoever;
- 6.1.6. The Vendor is in actual physical and unhindered exclusive possession, use, occupation and enjoyment of the Said Land. No third party has any tenancy, part interest or any other types of rights/ interest in the said Land or possession thereof. The Vendor has not sold any portion of the Said Land or has not entered into any arrangement for sale of the Said Land or any part thereof. The Vendor has not created any third party rights on the said Land or any part thereof;

John
Adi

collaboration / development agreement) in it. There are no arrangement(s) for sale or alienation of the Said Land or any part thereof in any manner whatsoever or any part thereof with any other person(s) nor are there any subsisting power of attorneys or any other authority, oral or otherwise empowering any other person(s) to deal with any part of the Said Land in any manner whatsoever;

- 6.1.6. The Vendor is in actual physical and unhindered exclusive possession, use, occupation and enjoyment of the Said Land. No third party has any tenancy, part interest or any other types of rights/ interest in the said Land or possession thereof. The Vendor has not sold any portion of the said Land or has not entered into any arrangement for sale of the said Land or any part thereof. The Vendor has not created any third party rights on the said Land or any part thereof;
- 6.1.7. The said Land is duly bounded by RCC Slab and demarcated and there are no boundary disputes in respect of the said Land with any adjoining landowners and there is no encroachment on the Said Land by any third party whatsoever;
- 6.1.8. No consent from any third party is required for sale / conveyance of the said Land to the Purchaser;
- 6.1.9. All information in relation to the transaction contemplated which would be material to Purchaser for the purposes of consummating the said transaction, has been made available and disclosed to Purchaser and not misleading in any manner;
- 6.1.10. From the date of execution and registration of this Deed, the Purchaser shall be entitled to enjoy exclusive possession, use, dispose, construct and develop real estate project(s) over the said Land in pursuance to Applicable Laws, develop and sell developed units/plots over the said Land, in the manner the



Purchaser may deem fit, without any objections, obstructions, hindrances or claims from the Vendor (or any third party claiming through it);

- 6.1.11. There are no village roads, pathways, canals, gas pipeline, except which has been specifically described hereinabove, roads, nala, wells, tanks, bunds, or any other such hurdle passing through the Said Land;
- 6.1.12. The Said Land or any portion thereof is not affected by any buffer requirement, notification for reservations, acquisition, requisition, setbacks etc. by the government or any other local authorities and no notice in respect of any reservations, acquisition, requisition, setbacks etc under the Right To Fair Compensation and Transparency in Land Acquisition, Rehabilitation And Resettlement Act, 2013, West Bengal Estates Acquisition Act 1953, Land Acquisition Act 1894 or any other Act or statute for the time being in force or from the Government or the -Zilla Parishad of South 24 Parganas or any other public body or authority has been received, served or issued affecting the sale of the Said Land.;
- 6.1.13. No project has been launched by the Vendor on the said Land or offer for allotment, agreements or sale deeds have been executed in favour of any third party, in respect of the said Land or units/plots thereon;
- 6.1.14. The Vendor has not applied for or obtained any permission and/or approval for construction on the said Land;
- 6.1.15. There are no pending litigations or proceedings in any court of law or tribunal or arbitration or any lis-pendens, nor is there any attachment or injunction on the Said Land or development potential thereof or in respect of the development thereof;
- 6.1.16. There is no easement, impediment, prohibition, restriction under any contract or any Applicable Law or negative covenant running with the Said Land, whereby the Vendor in any manner restrained, prohibited, prevented from

Abh.
2021

in any manner transferring / selling the Said Land in favour of Purchaser in accordance with this Deed or which could affect the rights of the Purchaser in respect of the Said Land and under this Deed;

- 6.1.17. The Vendor has not granted nor any predecessors in title to the best of their knowledge have, at any time, granted any right of way or easement or licenses or any other rights of any nature to any person or third party over the Said Land or any part thereof and that no such right has become effective by prescription or otherwise howsoever, and that none of the occupiers or owners or claimants of the adjoining Land or their tenants, as the case may be, have public use or any access to any part of the said Land for passing or re-passing over the said Land or any part thereof;
- 6.1.18. That the Vendor has paid all their direct and indirect tax dues. Further, there are no notice/demand/proceeding due and/or pending on Vendor against the Said Land under Goods and Service Tax ("GST") and/or Income Tax and/or other taxes. In case of any demand towards liability/interest/penalty arises in future pertaining to period up to execution and registration of this Deed, against the Vendor and/or against the Said Land under GST and/or Income Tax and/or and other tax Law then the Vendor shall bear and pay the same to the authorities and furnish return with respect to the same within prescribed timeline. The Vendor shall keep the Purchaser indemnified against any losses, costs on account of any such liabilities/interest/penalty from GST and/or Income Tax and/or other taxes.
- 6.1.19. There is no estate duty, wealth tax, income tax, GST, sales tax, VAT or other taxation proceedings for recovery initiated by any taxation authorities pending before any authority whereby the rights of the Vendor in respect of the said Land are affected. There is no prohibitory or attachment order issued by any Court/s, any statutory and/or revenue authority and/or Governmental Authority against the Vendor which jeopardise its rights in



respect to the Said Land and/or against the said Land and/or part thereof and there is no suit pending in any Court of Law wherein the title of the Vendor to the Said Land are in dispute and/or prohibiting the Vendor from selling the said Land or transferring the said Land or any part thereof and/or the right, title and interest therein.

- 6.1.20. The assessment of land revenue / taxes with respect to the Said Land has been duly made in accordance with the process of the law and the Vendor have paid all rates, taxes and other public charges in respect of the Said Land up to the date herein and that there are no arrears of any such rates, taxes or any other public charges, payable to the government or any other revenue or local body or any other authorities;
- 6.1.21. There is no prohibitory order or order of attachment of any department of income tax or any department of goods and services tax, for taxes or of any department of the Government, Central and/or State, local body, public authority, court or tribunal for taxes, levies, dues and cesses including any contingent liabilities, guarantees or undertaking in respect of the Said Land or any part thereof and/or preventing or restraining the Vendor from entering into this Deed which could affect the rights of the Purchaser under this Deed. There is no proceeding pending, for which written demand / notice has been received by the Vendor under the Income Tax Act, 1961 in respect of the Said Land which could affect the transaction hereunder or the rights of the Purchaser under this Deed;
- 6.1.22. There are no demand and/or proceeding due and/or pending on the Vendor for which written demand / notice has been received by the Vendor towards Goods and Service Tax ("GST") and/or Income Tax and/or other taxes and which may prejudicially affect the transaction contemplated herein and/or rights of the Purchaser under this Deed. However, in case of any demand towards liability/interest/penalty arises in future (pertaining to period upto



the date of execution and registration of this Deed) against the Vendor and/or against the Said Land under GST and/or Income Tax and/or and other tax Law then the Vendor shall be responsible to bear and pay the same to the concerned government authorities and furnish return with respect to the same within the prescribed timelines. The Vendor shall keep the Purchaser indemnified against any losses, costs on account of any such liabilities/interest/penalty from GST and/or income tax and/or other taxes;

6.1.23. The Vendor confirms that there is no Encumbrance or restriction on the said Land or any part thereof on account of any outstanding GST and/ or statutory dues and/ or on account of any demand under Section 81 of GST and the Vendor has provided a certificate to that effect to the Purchaser;

6.1.24. The Vendor has held the Said Land as stock-in trade in its books of accounts and records as per income-tax and hence the provisions of section 281 of the Income-tax Act, 1961 are not applicable. The Vendor has obtained a certificate from Chartered Accountant in this regard.

6.1.25. The Vendor has been fully compliant with all the provisions and is not in contravention of Prevention of Money-Laundering Act, 2002 for all the periods upto the date of execution of this Deed and that there are no ongoing, pending or threatened Litigations, scrutiny or investigations under the provisions and Applicable Laws of Prevention of Money-Laundering Act, 2002;

6.1.26. There are no ongoing, pending or threatened Litigations, scrutiny, or investigations under the Benami Transactions (Prohibition) Act, 1988 upon the Vendor till the period as on date of this Deed and the Vendor represents that the Said Land, or the Vendor, are not in contravention of any of the provisions of the Benami Transactions (Prohibition) Act, 1988;



- 6.1.27. There are no pending tax proceedings/ Litigations against the Vendor that can adversely affect the transfer of the Said Land under Section 281 of the Income-tax Act, 1961. In the event any liability devolves upon the Purchaser under the above section, the Purchaser can recover such loss or costs in the manner as stipulated in this Deed;
- 6.1.28. The Vendor has paid all taxes, rates, levies, charges, penalties, dues, cesses, duties, assessments, claims, demands related to said Land, if any, stamp duties on title documents vesting the Said Land in favour of the Vendor and all other amounts and outgoings payable to all authorities qua the said Land by whatever name called to the Government Authority pertaining to the period up to the date hereof and that there are no arrears in respect of the same;
- 6.1.29. That there are no outstanding and/or subsisting tax liability, and that there are no pending tax proceedings/ Litigations against the Vendor that can adversely affect the sale of the Said Land. Further, the Vendor represents that the demands existing as on date (if any) from the tax departments are the sole responsibility of the Vendor and the Purchaser shall be indemnified for any loss borne in respect of the outstanding tax demands of the Vendor as on the date of this Deed;
- 6.1.30. The Vendor has not done and in future shall not do any act or allow any person or party to do any act whereby the rights of Purchaser under this Deed may be prejudicially affected;
- 6.1.31. Presently, no land forming part of the Said Land is required to be surrendered or handed over for road widening or any other reservations of any nature to any person or government or semi-government or any other authority;



- 6.1.32. There is no religious sites/structure including but not limited to temple, mosque, mazar, church or any other place of worship or burial ground on the said Land or any portion thereof. No part of the Said Land is dedicated orally or in writing to religious or charitable uses or used as a place of worship;
- 6.1.33. There have been no proceedings initiated; no notices been served on and/or received by Vendor; and no orders affecting or relating to the said Land or any part thereof nor has the Vendor been in breach or in violation of any Applicable Law including land ceiling laws, as applicable in the State of West Bengal;
- 6.1.34. There are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other governmental authority, preventing or restricting the undertaking of any development on the Said Land or any part thereof;
- 6.1.35. The Said Land or any part thereof neither is nor declared as a 'forest land' (protected forest / reserved forest / private forest/) or any other category of restricted land or protected area or wetland or falls in any eco sensitive zones, zone of influence, valley zone or any notified area/ zone (including but not limited to natural conservation zone) which prevents, prohibits or restricts the development/ construction on the said Land, in any manner under any Applicable Laws and no notice has been received by the Vendor from any Governmental Authority in this regard;
- 6.1.36. Neither the Said Land, nor any part thereof, is reserved for any public use or purpose and/ or included in any public scheme of any Government Authority or any other public body;

ABM.
Adi

- 6.1.37. Neither the Said Land is included in any notified or intended schemes of improvement of any municipal authority or any other public body which affects or may affect the right, title and interest of the Purchaser to the said Land or any part thereof or prevent full desired development on the said Land nor any such notice been received by or served upon the Vendor in respect of the said Land or any part thereof in that regard;
- 6.1.38. Neither any notices or proceedings are issued and/or initiated and/or pending by the Central Government and/or State Government or any other Government Authority restricting, altering, curtailing and/or otherwise affecting the development on the said Land nor has any such notice been received by or served upon the Vendor in respect of the said Land or any part thereof in that regard;
- 6.1.39. The execution and delivery of this Deed and the performance of the transaction contemplated herein has been duly authorised by its directors and shareholders (as required under Applicable Law) and all necessary corporate or other action of Vendor; the execution, delivery and performance of this Deed by Vendor and the consummation of the transaction contemplated hereunder shall not: (i) violate any provision of its organisational or governance documents or constitutional documents; and/or (ii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; and/or (iii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses;
- 6.1.40. As on the date of this presents the said Land has no impediment/peculiarity of a nature because of which relevant authorities may impose any term

Abh.
Adi

/condition in any of approvals for development on the said Land, which are not standard and customary conditions in such approvals;

- 6.1.41. The Vendor and/or shareholders of Vendor are not suffering from any insolvency event, including without limitation bankruptcy, receivership, reorganization, winding up, composition or arrangement with creditors, voluntary or involuntary and no petition has been presented by the Vendor and/or shareholders and/or its board of directors of the Vendor or resolution passed or notice in writing of the same been received by the Vendor, nor have the Vendor and/or shareholders and/or its board of directors of the Vendor have appointed, or received or sent any written notice for the appointment of, a liquidator or provisional liquidator or administrator whether generally or in respect of any of its assets. The accounts of the Vendor and/or shareholders of the Vendor have never been declared non-performing asset in any of credit facilities availed from their creditors, including commercial banks and/or financial institutions;
- 6.1.42. That all amounts to be deducted on account of tax deduction at source as per the provisions of the Income Tax Act 1961 or rules framed thereunder while purchasing the said Land by the Vendor has been duly deducted and duly deposited with the relevant governmental authorities. The Vendor shall be solely liable towards TDS (including interest and penalties) and/or any other taxes or charges (including Consideration or any part thereof) payable with respect to the purchase of the said Land or any part thereof by the Vendor;
- 6.1.43. The Vendor has duly filed its returns (including TDS returns, etc., any other compliances under the Income Tax Act, 1961) within the stipulated timelines for all the tax periods and have paid all the applicable taxes in all material aspects under the Direct tax laws as well as Indirect tax laws, as applicable;



- 6.1.44. The Vendor has paid to date all taxes related to said Land, if any, stamp duties on Title Deeds vesting the said Land in favour of the Vendor and all other amounts and outgoings payable to all authorities qua the said Land;
- 6.1.45. The Vendor does not require any approval/ permission for the transaction contemplated herein from any financial institutions/ companies from which the Vendor has obtained any financial assistance(s)/ loan(s) and/or to whom the Vendor has furnished any guaranty(ies);
- 6.1.46. The Vendor has paid the entire sale consideration to its Vendor/sellers at the time of purchase of the said Land;
- 6.1.47. The Vendor hereby confirms that the sources of funds for the acquisition of the said Land were genuine and legitimate and such funds have been earned / arranged through valid and legal means;
- 6.1.48. The said Land has the frontage of approximately 342 meters with access through culvert.
- 6.1.49. The Said Land or any portion thereof is not a Wakf land, Inam land and/or any rules/regulations/enactment as amended from time to time or otherwise regarding prohibition of transfer of any reserved land.
- 6.1.50. The Vendor, including their predecessors-in-title, are in absolute compliance and not in any breach or in contravention of the provisions of The West Bengal Land Reforms Act, 1955 and/or The West Bengal Land (Requisition & Acquisition) Act, 1948 in relation to the Said Land. the Vendor and all the predecessors in title of the said Land to the best of their knowledge have obtained all the necessary permissions, orders and approvals as required under applicable laws for effectuating transfer of the said Land, and the Vendor and all the predecessors in title have not breached any terms and conditions as stated under any orders/approvals/permissions, if any, in respect of the said Land, or any other law, and that all transfers affecting the



said Land by the predecessors in title of the said Land have been made in compliance with the Applicable Laws;

6.1.51. The said Land was/is not notified as a "defense land/military land" and no notice has been received by or served upon the Vendor in respect of the said Land or any part thereof in that regard by the Ministry of Defense which prejudicially affects the right, title, and interest of the Purchaser to the said Land or any part thereof or prevent full desired development on the said Land.

6.1.52. The said Land is not affected by remarks, entitlements or proceedings interalia Tribals, Adivasi, minors, freedom fighters, acquisitions, thika tenancy or any such issues/restrictions.

6.1.53. Neither any notice has been received by the Vendor nor any proceedings are pending under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, in respect of the said Land or any part thereof;

6.1.54. The Said Land are not being put to use for manufacturing of any chemicals. There are no hazardous chemicals, materials stored on the Said Land or any part thereof which could affect the construction and development by the Purchaser.

6.1.55. The Vendor is in compliance of all Applicable Laws concerning the said Land and there are no restrictive covenants affecting the Said Land and/or development thereof.

6.2. Notwithstanding anything contrary contained herein, the facts came to the knowledge (actual or constructive) of the Purchaser pursuant to the disclosure by the Vendor or otherwise, shall not (i) amount to dilution of any of the representations and warranties of the Vendor and/or (ii) amount to dilution of the indemnity contained in Clause [7] or prejudice any claim by

OBK
AB

the Purchaser under this Deed or operate to reduce any amount recoverable there under.

- 6.3. The Purchaser hereby represents and warrants to the Vendor that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner as of the date of this Deed is true, accurate, complete, valid, subsisting and not misleading in any manner.
- 6.3.1. It is duly incorporated and validly existing under the laws of its jurisdiction;
- 6.3.2. It has the power and authority to execute, deliver and perform this Deed subject to the terms contained therein and all necessary corporate or other action in this regard are undertaken; and
- 6.3.3. The execution of this Deed and the consummation of the transaction contemplated hereunder shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; (iii) result in a breach of any provision of the charter documents of the Purchaser.
- 6.4. Each of the representations and warranties set forth in this Deed shall be construed as a separate representation, warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.
- 6.5. The Parties undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the



representations or warranties given by any Party herein, to become untrue or inaccurate or misleading, at any point of time.

7. INDEMNITY

The Vendor hereby indemnify, keep indemnified, defend and hold harmless the Purchaser against any and only direct and actual losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty of the Vendor contained in this Deed; (ii) any breach of or non-compliance with any covenant or any other term and conditions of this Deed including failure to rectify any Title Risk and Approval Risk at its sole cost and consequence; (iii) any impediment on the Said Land arising on account of any act or omission on the part of the Vendor; and (iv) any claims demands, suits, litigation and proceedings of any nature arising in respect of the Said Land for any actions undertaken by the Vendor; and (v) any breach of, deviation from or default in respect of any covenant or agreement made under this Deed or failure to perform (whether in whole or in part) any obligation required to be performed by the Vendor pursuant to this Deed, provided that the same is not attributable to the Purchaser.

8. GOVERNING LAW, JURISDICTION, DISPUTE RESOLUTION AND ARBITRATION

In the case of any dispute, controversy or claim arising out of or in connection with this Deed including any questions regarding its existence, validity, interpretation, breach, between any of the Parties then such Parties shall attempt to first resolve such dispute or claim through discussions between

ABhc
ARV

managers or representatives of the disputing Parties. If the dispute is not resolved through such discussions within 30 (thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof. The seat and venue of arbitration shall be at Kolkata and the language of the arbitration proceedings shall be English. The arbitral tribunal shall consist of 3 (three) Arbitrators, wherein one arbitrator to be appointed by each Party and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the arbitral tribunal. Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Deed. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal. Any decision of the arbitral tribunal shall be final and binding on the Parties.

8.1. GOVERNING LAW AND JURISDICTION:

- (a) This Deed and the relationship between the Parties hereto shall be governed by and interpreted in accordance with the laws of India and the Courts at Calcutta shall have exclusive jurisdiction in relation to all matters arising out of this Deed.
- (b) The persons signing this Deed on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Deed on behalf of the Parties for whom they are signing.
- (c) The Parties agree and undertake to act in good earnest and diligently and promptly comply with all of their obligations and covenants under this Deed. The Parties further undertake to comply with all such obligations and



requirements that they are required to comply with / undertake simultaneously with the execution hereof.

9. NOTICES

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Deed shall be given in writing by personal delivery or by sending the same by speed post/ registered post addressed to the Party concerned at the address stated below, or any other address subsequently notified to the other Party for the purposes of this Clause, and, shall be deemed to be effective in the case of personal delivery or delivery by speed post/ registered post at the time of delivery:

If to the VENDOR:

Kind Attention: Mr. Sunil Garg

E-mail: sgarg1004@gmail.com

Address: Podrah, Halder Para, LP
494/9, Post Office - Podra, Police
Station -Sankrail, District - Howrah,
Pin Code - 711109

If to the PURCHASER:

Kind Attention: Mr. Subhasish
Pattanaik

E-mail: secretarial.godrejproperties.com

Address: "GODREJ ONE", 5th floor, Pirojsha Nagar, Vikhroli (East), Mumbai -
400 079.



10. SUPERSEDE

This Deed shall supersede all prior agreements and understandings between the Parties.

11. TAXES, STAMP DUTY AND REGISTRATION CHARGES

11.1. All incidental expenses including the stamp duty and registration charges, if any, on this Deed and allied documents shall be borne and paid by the Purchaser.

11.2. Each Party shall be responsible for their respective direct & indirect tax liabilities, such as Income-tax and/or Capital Gains Tax and/or all other applicable statutory taxes, if any, arising out of or as a result of this Deed.

12. Non-performance of the actions of either Party to the extent impacted by the default of the other party shall not be treated as a default under this Deed.

13. No provision of this Deed shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

14. ALTERATION OF TERMS

This Deed shall not be further amended, altered or modified except with the prior written approval of the Parties.



15. SEVERABILITY

If for any reason whatever, any provision of this Deed is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner and the Parties will negotiate in good faith with a view to agreeing to one or more provisions, which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.

SCHEDULE - I**(DESCRIPTION OF THE SAID LAND)**

ALL THAT piece or parcels of land admeasuring **0.04 Acres** equivalent to **161.8743 Square Meters** lying and situated in **L.R. Dag No. 261** corresponding to **L.R. Khatian No. 1257** situated in District South 24 Parganas, P.S. Usthi, Pargana Magura, J.L.no.69, under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza Gandua and within the limits of the Sreechanda Gram Panchayat which lands are described hereunder:

SR	Mouza	L.R. Khatian No.	L.R. Dag No.	Classification of Land	Area (In Acres)
1	Gandua	1257	261	Bastu	0.04
TOTAL					0.04

Together with all appurtenances attached thereto.



OR HOWSOEVER OTHERWISE the **Said Landis** entirely vacant, without any structure thereon and are not adjacent to any metal road **SAVE AN EXCEPT** L.R.DAG Nos. 253, 265, 266, 267, 268, 269, 270, 271, 272, 273, 278, 279 of Mouza: Gandua and L.R.Dag no.77 and 78 of Mouza: Kalaria.

Bm.
Adi.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

SIGNED, SEALED AND DELIVERED by the within named **VENDOR-AGRO GREEN PLANTS NUTRITION PRIVATE LIMITED** at Kolkata represented through its Director **MR. RAUNAK GARG** duly Authorized by a resolution passed at the meeting of the board of directors held on 07.11.2024.

AGRO GREEN PLANTS NUTRITION PVT. LTD

Raunak Garg

Authorised Signatory/Direct

in the presence of:

1. *Rahul Baid*
S/O Mr. C.L. Baid
51/11B, Conroy Road
Kolkata - 700019
2. *Sibasish Chatterjee*
S/O - Shyamal Chatterjee
DP-5, Salt Lake, Sector-V,
Kolkata - 700091

SIGNED, SEALED AND DELIVERED by the within named **PURCHASER - GODREJ PROPERTIES LIMITED** at Kolkata represented through its Authorized Signatory **MR. PRATEEK KHAITAN** duly Authorized by a resolution passed at the meeting of the board of directors held on 31.05.2024.

Godrej Properties Limited

Prateek Khaitan

Authorised Signatory

in the presence of:

1. *Rahul Baid*
2. *Sibasish Chatterjee*

Drafted & prepared
in my office :

Prithviraj Basu

PRITHVIRAJ BASU, . .

Advocate,

High Court, Calcutta

WB/2869/1999

RECEIPT

RECEIVED, hereunder written of and from the within named Purchaser, a total sum of ₹9,20,000/- (Rupees Nine Lacs Twenty Thousand Only), after deducting applicable TDS towards the Consideration from the Purchaser to the Vendor for the purchase of the Said Land in the following manner.

Sl. No.	Particulars	Amount (Rs.)
1.	Cheque No. 000005, dated 08.07.2024, drawn on HDFC Bank, Fort, Mumbai	1,98,000/-
2.	Through RTGS	6,92,800/-
3.	Through RTGS	20,000/-
4.	TDS	9200/-
TOTAL		9,20,000/-

WE SAY RECEIVED

SIGNED, SEALED AND DELIVERED by the within named **AGRO GREEN PLANTS NUTRITION PRIVATE LIMITED** at Kolkata represented through its Director **MR. RAUNAK GARG** duly Authorized by a resolution passed at the meeting of the board of directors held on 07.11.2024.

AGRO GREEN PLANTS NUTRITION PVT. LTD

Raunak Garg

Authorised Signatory/Direct

In the presence of:

- Rahul Baid*
- Subarish Chalyer*

SPECIMEN FORM FOR TEN FINGERPRINTS



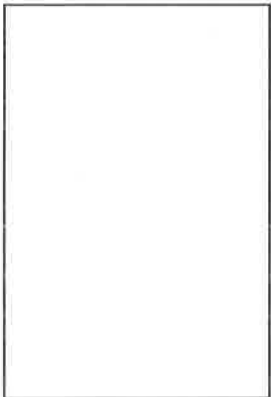
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Raunak Garg



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Prateek Khaitan

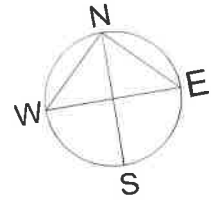


	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____

AGRO TO GPL

ALL THAT PIECE OR PARCELS OF VACANT LANDS WITHOUT ANY STRUCTURE ADMEASURING 0.04 ACRES EQUIVALENT TO 161.8743 SQUARE METERS LYING AND SITUATED AT SITUATED L.R. DAG NO. 261 CORRESPONDING TO L.R. KHATIAN NO. 1257 IN DISTRICT SOUTH 24 PARGANAS, P.S. USTHI, PARGANA MAGURA, J.L.NO.69, UNDER THE REGISTRATION OFFICE OF ADDITIONAL DISTRICT SUB-REGISTRAR OF USTHI, UNDER MOUZA GANDUA AND WITHIN THE LOCAL LIMITS OF THE SREECHANDA GRAM PANCHAYAT & HARIHARPUR GRAM PANCHAYAT.



SCALE: NTS.



AGRO GREEN PLANTS NUTRITION PVT. LTD
Raunak Gay
 Authorised Signatory/Direct

Godrej Properties Limited
Pratim Khaitan
 Authorised Signatory

VENDOR:-

PURCHASER:-



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



151120242027730510

GRIPS Payment Detail

GRIPS Payment ID:	151120242027730510	Payment Init. Date:	15/11/2024 18:36:43
Total Amount:	55234	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7534882815519	BRN Date:	18/11/2024 14:12:06
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Ms Godrej Properties Limited
Mobile: 9830173670

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250277305118	Directorate of Registration & Stamp Revenue	55234
Total			55234

IN WORDS: **FIFTY FIVE THOUSAND TWO HUNDRED THIRTY FOUR ONLY.**

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192024250277305118

GRN Details

GRN: 192024250277305118 Payment Mode: SBI Epay
GRN Date: 15/11/2024 18:36:43 Bank/Gateway: SBIEpay Payment Gateway
BRN : 7534882815519 BRN Date: 18/11/2024 14:12:06
Gateway Ref ID: N323243403928686 Method: State Bank of India NEFT/RTGS
GRIPS Payment ID: 151120242027730510 Payment Init. Date: 15/11/2024 18:36:43
Payment Status: Successful Payment Ref. No: 2002857618/4/2024
[Query No*/Query Year]

Depositor Details

Depositor's Name: Ms Godrej Properties Limited
Address: Godrej Waterside Tower II Block DP Saltlake Sector V Kolkata 700091
Mobile: 9830173670
EMail: prateek.khaitan@godrejproperties.com
Period From (dd/mm/yyyy): 15/11/2024
Period To (dd/mm/yyyy): 15/11/2024
Payment Ref ID: 2002857618/4/2024
Dept Ref ID/DRN: 2002857618/4/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002857618/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	46020
2	2002857618/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	9214
			Total	55234

IN WORDS: FIFTY FIVE THOUSAND TWO HUNDRED THIRTY FOUR ONLY.

Major Information of the Deed

Deed No :	I-1902-13493/2024	Date of Registration	19/11/2024
Query No / Year	1902-2002857618/2024	Office where deed is registered	
Query Date	11/11/2024 8:37:32 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Prithviraj Basu 10 Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9330433587, Status :Advocate		
Transaction	Additional Transaction		
[0101] Sale, Sale Document	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 9,20,000/-	Rs. 9,20,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 46,120/- (Article:23)	Rs. 9,298/- (Article:A(1), E)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Usthi, Gram Panchayat: SHRICHANDA, Mouza: Gandua, JI No: 69, Pin Code : 743375

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-261 (RS :-)	LR-1257	Bastu	Bastu	0.04 Acre	9,20,000/-	9,20,000/-	Property is on Road
Grand Total :					4Dec	9,20,000 /-	9,20,000 /-	







Seller Details :

SI No	Name,Address,Photo,Finger print and Signature
1	AGRO GREEN PLANTS NUTRITION PRIVATE LIMITED Podrah, Halder Para,, 494/9, City:- Not Specified, P.O:- Podra, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711109 Date of Incorporation:XX-XX-2XX4 , PAN No.:: ABxxxxxx8N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative




Buyer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	GODREJ PROPERTIES LIMITED , Godrej Waterside, Tower - II, Block/Sector: DP, Plot – 5, Salt Lake, Sector – V, City:- Not Specified, P.O:- Sech Bhavan, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091 Date of Incorporation:XX-XX-1XX5 , PAN No.:: AAxxxxxx5M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr RAUNAK GARG Son of Mr Sunil Kumar Garg Date of Execution - 19/11/2024, , Admitted by: Self, Date of Admission: 19/11/2024, Place of Admission of Execution: Office	Photo  Nov 19 2024 2:24PM	Finger Print  Captured LTI 19/11/2024	Signature  19/11/2024
2, Deodar Street, City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: ARxxxxxx9H, Aadhaar No: 82xxxxxxxx4906 Status : Representative, Representative of : AGRO GREEN PLANTS NUTRITION PRIVATE LIMITED (as DIRECTOR)				
2	Name Mr PRATEEK KHAITAN (Presentant) Son of Mr Jaydeep Kumar Khaitan Date of Execution - 19/11/2024, , Admitted by: Self, Date of Admission: 19/11/2024, Place of Admission of Execution: Office	Photo  Nov 19 2024 2:23PM	Finger Print  Captured LTI 19/11/2024	Signature  19/11/2024
Godrej Waterside, Tower – II, Block/Sector: DP, Plot – 5, Salt Lake, Sector – V, City:- Not Specified, P.O:- Sech Bhavan, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: BAXxxxxx1A, Aadhaar No: 46xxxxxxxx4918 Status : Representative, Representative of : GODREJ PROPERTIES LIMITED (as AUTHORISED SIGNATORY)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RAHUL BAID Son of Mr CHAMPA LALL BAID , CORNFIELD ROAD, , 5/1/1B, City:- Not Specified, P.O:- BALLYGUNGE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019	 19/11/2024	 Captured 19/11/2024	 19/11/2024
Identifier Of Mr RAUNAK GARG, Mr PRATEEK KHAITAN			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	AGRO GREEN PLANTS NUTRITION PRIVATE LIMITED	GODREJ PROPERTIES LIMITED-4 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Usthi, Gram Panchayat: SHRICHANDA, Mouza: Gandua, JI No: 69, Pin Code : 743375

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 261, LR Khatian No:- 1257	Owner: অ্যাগ্রো গ্রীন প্লান্টস নিউট্রিশন প্রাইভেট লিমিটেড এর পক্ষে, Gurdian: লক্ষ্মী নারায়ন সিং, Address: ৪/১ মিডলটন স্ট্রীট পোস্ট- মিডলটন রো পার্ক স্ট্রীট কল-৭০০০৭৯, Classification: শালি, Area: 0.04000000 Acre,	AGRO GREEN PLANTS NUTRITION PRIVATE LIMITED

Endorsement For Deed Number : I - 190213493 / 2024

On 19-11-2024

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 14:11 hrs on 19-11-2024, at the Office of the A.R.A. - II KOLKATA by Mr PRATEEK KHAITAN ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 9,20,000/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 19-11-2024 by Mr RAUNAK GARG, DIRECTOR, AGRO GREEN PLANTS NUTRITION PRIVATE LIMITED (Private Limited Company), Podrah, Halder Para,, 494/9, City:- Not Specified, P.O:- Podra, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN:- 711109

Identified by Mr RAHUL BAID, , Son of Mr CHAMPA LALL BAID, , CORNFIELD ROAD, , 5/1/1B, P.O: BALLYGUNGE, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by profession Service

Execution is admitted on 19-11-2024 by Mr PRATEEK KHAITAN, AUTHORISED SIGNATORY, GODREJ PROPERTIES LIMITED (Public Limited Company), , Godrej Waterside, Tower - II, Block/Sector: DP, Plot - 5, Salt Lake, Sector - V, City:- Not Specified, P.O:- Sech Bhavan, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091

Identified by Mr RAHUL BAID, , Son of Mr CHAMPA LALL BAID, , CORNFIELD ROAD, , 5/1/1B, P.O: BALLYGUNGE, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 9,298.00/- (A(1) = Rs 9,200.00/- ,E = Rs 14.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 9,214/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/11/2024 2:12PM with Govt. Ref. No: 192024250277305118 on 15-11-2024, Amount Rs: 9,214/-, Bank: SBI EPay (SBlePay), Ref. No. 7534882815519 on 18-11-2024, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 46,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 46,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 32223, Amount: Rs.100.00/-, Date of Purchase: 18/11/2024, Vendor name: S Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/11/2024 2:12PM with Govt. Ref. No: 192024250277305118 on 15-11-2024, Amount Rs: 46,020/-, Bank: SBI EPay (SBlePay), Ref. No. 7534882815519 on 18-11-2024, Head of Account 0030-02-103-003-02


Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 1902-2024, Page from 730949 to 731001
being No 190213493 for the year 2024.**



21/11/24

Digitally signed by SATYAJIT BISWAS
Date: 2024.11.21 15:16:47 +05:30
Reason: Digital Signing of Deed.

**(Satyajit Biswas) 21/11/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.**

(42)

DATED THIS 19th DAY OF November 2024

BETWEEN

AGRO GREEN PLANTS NUTRITION
PRIVATE LIMITED

..... VENDOR

- AND -

GODREJ PROPERTIES LIMITED

..... PURCHASER

DEED OF CONVEYANCE

PRITHVIRAJ BASU
Advocate
10, Old Post Office Street,
Ground Floor, Room No. 13/1 & 13/2
Kolkata - 700 001