



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AP 024014

AGREEMENT FOR SALE

THIS AGREEMENT made this 17th day of February, Two Thousand and Twenty Three ("Execution Date") BETWEEN:

GNB MOTORS PVT. LTD.

himu
Director

PUMPKIN PROPERTIES LLP

himu
Designated Partner

Shree Varaa Investors & Traders (P) L

Aravind

Direct

Edad

Shree

Shree

- (1) **GUNANKA CHURN LAW**, having PAN: ABAPL9468L and Aadhar No.: 6670 5915 1251 and permanently residing at 2A, Bidhan Sarani, Beadon Street SO, Kolkata 700006, P.O. – Beadon Street & P.S. – Amherst Street;
- (2) **DEBANKA CHURN LAW**, having PAN: AAWPL6339B and Aadhar No.: 8805 6881 3262 and permanently residing at 2A, Bidhan Sarani, Beadon Street SO, Kolkata 700006, P.O. – Beadon Street & P.S. – Amherst Street; and
- (3) **MINANKA CHURN LAW**, having PAN: AAWPL6338A and Aadhar No.: 6325 3466 8543 and permanently residing at 2A, Bidhan Sarani, Beadon Street SO, Kolkata 700006, P.O. – Beadon Street & P.S. – Amherst Street,

hereinafter collectively referred to as "**VENDORS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include each of their heirs, heiresses, legal representatives, executors, administrators and permitted assigns) of the **FIRST PART**;

AND

- (4) **PUMPKIN PROPERTIES LLP**, (PAN: AAYFP0384]) a limited liability partnership existing under the laws of India and having its registered office at 1, Lu Shun Sarani, Todi Mansion, 9th Floor, Kolkata 700073, West Bengal, P.S. – Bowbazar and P.O. – Chittaranjan Avenue represented by its Designated Partner, Mr. Rishi Todi, (PAN – ABUPT6543N and Aadhar No.: 3923 5587 1048), residing at 2, Queens Park, Kolkata 700 019, P.S. – Ballygunge and P.O. – Ballygunge, hereinafter referred to as "**CONFIRMING PARTY**" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its nominees, successors and assigns) of the **SECOND PART**.

GNB MOTORS PVT. LTD.

Rishu
Director

AND

PUMPKIN PROPERTIES LLP

Rishu
Designated Partner

Sanjee Varsa Investors & Traders (P) Ltd.

Sanjee Varsa
Director

(5) **GNB MOTORS PRIVATE LIMITED**, (PAN - AAACG9149H), a private limited company existing under the laws of India and having its registered office at P-15, India Exchange Place Extn., Kolkata 700 073 P.S. - Bowbazar and P.O. - Chittaranjan Avenue represented by its Director, Mr. Rishi Todi, (PAN - ABUPT6543N and Aadhar No.: 3923 5587 1048), and residing at 2, Queens Park, Kolkata 700 019, P.S. - Ballygunge and P.O. - Ballygunge, hereinafter referred to as "**PURCHASER NO. 1**" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its nominees, successors and assigns); and

(6) **SHREE VARSA INVESTORS AND TRADERS PRIVATE LIMITED**, (PAN - AADCS6052Q), a private limited company existing under the laws of India and having its registered office at 5A, Muktaram Babu Street, Kolkata 700 007, P.S. - Burrabazar and P.O. - Burrabazar represented by its Director, Mr. Anant Nathany, (PAN - ACRPN7067R and Aadhar - 8325 2321 9317), and residing at 10A, Ballygunge Circular Road, Ballygunge, Kolkata 700 019, P.S. - Ballygunge and P.O. - Ballygunge, hereinafter referred to as "**PURCHASER NO. 2**" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its nominees, successors and assigns)

hereinafter collectively referred to as "**PURCHASERS**" of the **THIRD PART**;

[The Vendors, the Confirming Party and the Purchasers are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".]

WHEREAS:

A. One Raja Kristo Dass Law, son of Maharaja Durga Churn Law of No. 2, Cornwallis Street, Calcutta was sole and absolute owner and absolutely seized and possessed of inter alia ALL THAT the message tenements and hereditaments

GNB MOTORS PVT. LTD.

Director

PUMPKIN PROPERTIES LLP

Designated Partner

Shree Varsha Investors & Traders (P) Ltd.

Director

being premises No. 14, Dover Park together with all that piece or parcel of land containing an area of 1 (one) Bigha 3 (three) Cottahs 15 (fifteen) Chittacks 13 (thirteen) sq.ft. more or less appertaining thereto together with the structures standing thereon and lying situate within the Municipal limits of Calcutta, PS Ballygunge, Registration District Alipore, Sub-Registry Sealdah in the District of 24 Parganas comprised in holding Nos. 5 and 6 and Sub-Division 0, Division VI at Gudsali Khas Mahal Dahi Panchannagram (hereinafter referred to the "**said Property**" and morefully and particularly described in the **First Schedule** hereinbelow).

- B. By a Deed of settlement dated 18th May, 1924 made between the said Raja Kristo Dass Law therein called the "Settlor" of the One Part and the said Kristo Dass Law and his son Kumar Gocool Churn Law therein jointly called the "Trustees" and registered with the Joint Sub-Registrar of Assurances, Calcutta in Book No. 1, Volume No. 55, pages 256-265, Being No. 2229 for the year 1924, the said Raja Kristo Dass Law did for the consideration therein mentioned thereby granted transferred conveyed and assured various immoveable properties including the said Property unto and in favour of the said trustees to be held by them upon the Trusts mentioned therein.
- C. It was provided by the said Deed of Settlement that during the life-time of the said Settlor he shall collect the rents and profits and other interests and income of the said properties (including the said Property) and pay thereout at the first instance all the rates, taxes, premia for insurances, costs of repairs and other outgoings payable in respect of the said properties (including the said Property) according to the nature for the time being, and appropriate the balance of the said rents profits interests and income to the Settlor's own use and benefit and from and after the death of the said Settlor, the said Gocool Churn Law and his heirs absolutely and forever.
- D. The Raja Kristo Dass Law died intestate on 5th November, 1924 leaving the said Kumar Gocool Churn Law as his only heir and legal representative.

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Rimmy
Director

PUMPKIN PROPERTIES LLP

Rimmy
Designated Partner

Shree Varsa Investors & Traders (P) Ltd.

Anarjany
Director

- E. Upon the death of the said Raja Kristo Dass Law, inter-alia, the said Property devolved upon the said Kumar Gocool Churn Law, absolutely and forever.
- F. The said Kumar Gocool Churn Law died intestate on 18th December 1950, leaving various immoveable properties (including the said Property) and also leaving behind his widow Radharani Dassi and one son Murari Churn Law, as his sole heiress, heir and legal representative under the Bangal School of Hindu Law upon whom all the rights, title and interest of the said Kumar Gocool Churn Law devolved, absolutely and forever.
- G. Upon the death of the said Kumar Gocool Churn Law, the said Radharani Dassi became entitled to a moiety or a half share in the estate of the Late Kumar Gocool Churn Law (including the said Property) having only a Hindu Widow's Estate therein.
- H. The said Murari Churn Law was the sole next reversioner to the said moiety or half share of the estate of Kumar Gocool Churn Law deceased expectant upon the death of the said Radharani Dassi.
- I. Out of natural love and affection which the said Radharani Dassai had for her son, Murari Churn Law and with a desire to efface herself from succession to the estate of the said Kumar Gocool Churn Law, since deceased, and accelerate the vesting of the entire estate unto the said Murari Churn Law, Radharani Dassai did on the 30th December, 1950 relinquish and surrender unto and in favour of the said Murari Churn Law the whole of her right, title, interest claim and demand in the said entire estate (including the said Property) of the said Kumar Gocool Churn Law since deceased and by a Deed of Declaration of Surrender and Release dated the 30th day of September, 1955 made and executed by the said Radharani Dassi therein called the Releasor of the One Part in favour of Murari Churn Law therein called the Releasee of the Other Part and registered at the office of the Sub-Registrar of Assurances, Calcutta in Book No. 1, Volume No. 105, pages 256-257, Being No. 4606 for the year 1955 the said Radharani Dassi did for consideration therein mentioned thereby admit declare and confirm that she

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 Director

had on the 30th December, 1950 relinquished and surrendered unto and in favour of the said Murari Churn Law all her rights title interest claim and demand of in over and to the entire Estate (including the said Property) of the said Kumar Gocool Churn Law, since deceased, being a moiety or half share therein.

- J. The said Murari Churn Law, a Hindu, died intestate on 25th January, 1973 leaving his widow Nayantara Law and three sons namely, Gunanka Churn Law (i.e., the Vendor No. 1), Debanka Churn Law (i.e., the Vendor No. 2) and Minanka Churn Law (i.e., the Vendor No. 3), as his only heiress, heirs and legal representatives upon whom all the rights, title and interest of the said Murari Churn Law devolved, absolutely and forever.
- K. Upon the death of the said Murari Churn Law, inter-alia, all his immovable assets (including the said Property) devolved upon his widow Nayantara Law and three sons namely, Gunanka Churn Law (i.e., the Vendor No. 1), Debanka Churn Law (i.e., the Vendor No. 2) and Minanka Churn Law (i.e., the Vendor No. 3), absolutely and forever, in equal proportions.
- L. The said Nayantara Law, a Hindu, died intestate leaving her three sons namely, Gunanka Churn Law (i.e., the Vendor No. 1), Debanka Churn Law (i.e., the Vendor No. 2) and Minanka Churn Law (i.e., the Vendor No. 3), as her only heirs and legal representative upon whom all the rights, title and interest of the said Nayantara Law devolved, absolutely and forever according to the Hindu Succession Act 1956.
- M. Upon the death of the said Nayantara Law, inter-alia, all her immovable assets (including her share in the said Property) devolved upon her three sons namely, Gunanka Churn Law (i.e., the Vendor No. 1), Debanka Churn Law (i.e., the Vendor No. 2) and Minanka Churn Law (i.e., the Vendor No. 3), absolutely and forever, in equal proportions.

GNB MOTORS PVT. LTD.

[Signature]
Director

PUMPKIN PROPERTIES LLP

[Signature]
Designated Partner

Shree Varsa Investors & Traders (P) Ltd.

[Signature]
Director

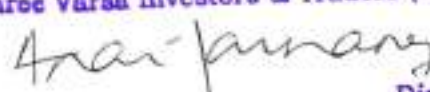
- N. In the events aforesaid the Vendors herein i.e. Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law became seized and possessed of inter-alia the said Property in its entirety absolutely as an estate of inheritance in fee simple in possession or an estate analogous thereto for ever free from all encumbrances charges claims demands liens *lispendens* and liabilities and schemes of acquisition and requisitions whatsoever.
- O. The Vendors have further represented that the said Property has been leased to Bajrang Prasad Jalan (hereinafter referred to as the "**Lessee**") for a term of 99 years beginning from 1st day of June 1966 and expiring on 31st day of May 2065, on the terms and conditions as recorded in the Deed of Lease dated 1st June 1966 registered in the Office of Registrar of Calcutta in Book No. I, Volume No. 106, Pages No. 11 to 25, Being no. 2869 for the year 1966 in respect of the said Property.
- P. By an Agreement for Sale dated 19th August, 2022 made between the Vendors and the Confirming Party, the Vendors agreed to sell, transfer and convey the said Property in favour of the Confirming Party for the consideration and subject to the terms and conditions contained therein.
- Q. Pursuant to Clause 2.2 of the said Agreement for Sale, the Confirming Party nominated the Purchasers herein to complete the sale and transfer of the said Property by the Vendors in favour of the Purchasers and the Vendors have agreed to such nomination by the Confirming Party.
- R. The Vendors are now desirous of selling the said Property subject to the rights of the Lessee and the Purchasers, being the Party of the Third Part, have agreed to purchase the said Property subject to the terms and conditions contained herein below.
- S. Accordingly, the Parties are now desirous of entering into this Agreement for the purposes of recording the terms for sale/ transfer of the said Property by the Vendors to the Purchasers and the rights and obligations of each Party in connection therewith.

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 Director

PUMPKIN PROPERTIES LLP

 Designated Partner

Shree Varaa Investors & Traders (P) LTD.

 Director





NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :


1. The Vendors have agreed to sell convey and transfer to the Purchasers and the Purchasers have agreed to purchase from the Vendors, in the proportion of their ownership, **ALL THAT** the said Property more fully and particularly described in the First Schedule hereunder written, being **ALL THAT** the piece and parcel of land containing an area of 1 (one) Bigha 3 (three) Cottahs 15 (fifteen) Chittacks 13 (thirteen) sq.ft. more or less appertaining thereto together with the structures standing thereon and lying situate at premises No. 14, Dover Park within the Municipal limits of Calcutta, PS Ballygunge, Registration District Alipore, Sub-Registry Sealdah in the District of 24 Parganas comprised in holding Nos. 5 and 6 and Sub-Division 0, Division VI at Gudsali Khas Mahal Dahi Panchannagram, free from all encumbrances and liabilities whatsoever (subject to the rights of the Lessee), for the consideration and on the terms and conditions hereinafter contained.
2. The Confirming Party, being the Party of the Second Part, doth hereby irrevocably and absolutely assign all the right and interest together with benefits of the contract in respect of the said Property under the Agreement for Sale dated 19th August, 2022 in favour of the Purchasers including the right to complete the purchase of and obtain deed of conveyance in respect of the said Property. It is expressly agreed understood and clarified that consequent to the said assignment, the Purchasers shall be deemed to have been substituted in place and stead of the Confirming Party under the Agreement for Sale dated 19th August, 2022 and the Vendors do hereby confirm to have accepted the Purchasers as the purchasers of the said Property and with effect from the date hereof, the Confirming Party has ceased to have any right or interest in the said Property under or by virtue of the said Agreement for Sale dated 19th August, 2022 or otherwise, which all have been hereby assigned and transferred in favour of the Purchasers. The Purchasers shall reimburse the Confirming Party for any advances/ earnest money payments that have been made by the

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 Director





Confirming Party to the Vendors.


3. It is hereby further agreed and made clear that it will not be necessary for the Confirming Party to be a confirming party to the deed of conveyance to be executed by the Vendors in favour of the Purchasers in respect of the said Property and in any event this agreement by itself is and shall be treated as the consent and confirmation of the Confirming Party.
4. At the option of the Purchasers, which option shall be communicated to the Vendors at or before execution of the Deed of Conveyance, the sale of the said Property may be completed by the Vendors in favour of the Purchasers and such other persons/ entities as the Purchasers may nominate, without payment of any additional sums of money as nomination bargain money or other similar heads. The sale and purchase shall be completed either by executing a single Deed of Conveyance for the said Property in favour of all such persons/ entities (including the Purchasers) or by separate Deeds of Conveyance in favour of each such Persons (including the Purchasers) individually.
5. Relying on the representations made by the Vendors and believing the same to be true and correct and on satisfaction of the title of the Vendors on the basis of the documents supplied to the Purchasers, the Purchasers have expressed its desire to acquire the said Property free from all encumbrances, charges, liens, tenancies, occupancies, *lispendens*, attachments, acquisitions, requisitions, trusts, leases, of whatsoever nature save and except the rights of the Lessee, at and for the total consideration of Rs. 15,00,00,000/- (Rupees Fifteen Crores) ("**Consideration**") only and the same shall be paid by the Purchasers to the Vendors as follows:
 - (i) Rs. 5,10,00,000/- (Rupees Five Crores and Ten Lakhs) only ("**Advance**") as earnest money and/or in part payment of the said consideration at or before the execution hereof (the receipt whereof each Vendor doth hereby as also by the receipts and memos hereunder written admit and acknowledge). The Advance has been paid to each Vendor as follows:

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 Director

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 Designated Partner

shree Varsha Investors & Traders (P) Ltd.

 Director






- (a) Vendor No. 1 (Gunanka Churn Law): Rs. 1,70,00,000/-
 (b) Vendor No. 2 (Debanka Churn Law): Rs. 1,70,00,000/-
 (c) Vendor No. 3 (Minanka Churn Law): Rs. 1,70,00,000/-

- (ii) Rs. 9,90,00,000/- (Rupees Nine Crores Ninety Lakhs) only ("**Balance**") being the balance consideration at the time of execution and registration of the Deed of Conveyance for the said Property by the Vendors in favour of the Purchasers and/or its nominee or nominees. The Balance shall be paid to each Vendor as follows:

- (a) Vendor No. 1 (Gunanka Churn Law): Rs. 3,30,00,000/-
 (b) Vendor No. 2 (Debanka Churn Law): Rs. 3,30,00,000/-
 (c) Vendor No. 3 (Minanka Churn Law): Rs. 3,30,00,000/-

6. The Parties agree that the Consideration has been arrived at after taking the per Cottah rate as Rs. 65,38,461/- (Rupees Sixty Five Lakhs Thirty Eight Thousand Four Hundred and Sixty One only) approx. for the said Property. In case due to any reason occurring subsequent to the Execution Date, the Vendors become entitled to a lesser share in the said Property or if the actual physical land is lesser than the size of the said Property mentioned herein (as per the physical survey/ measurement conducted by the Purchasers), the Parties shall either reduce the Consideration amount or decrease the price per Cottah rate, as may be jointly decided by the Parties.

7. The Vendors agree that the Purchasers shall be entitled to deduct TDS in accordance with the provisions of the Income Tax Act, 1961, as amended from time to time, while making payment of the Advance and/or Balance considerations to the Vendors and agree to deposit the same to the credit of the Vendors against their Income Tax permanent account numbers with the Income Tax authorities. The Purchasers agree to handover a copy of the TDS certificate / challan issued by the Income Tax authorities in respect of deposit of such TDS within thirty (30) business days of the date of receipt of such certificate or

GNB MOTORS PVT. LTD.

Rimur
Director

PUMPKIN PROPERTIES LLP

Rimur
Designated Partner

Shree Varaa Investors & Traders (P) Ltd.

Arun Kumar
Director

sooner, as the same may be available from the concerned department.

8. The Vendors hereby authorise the Purchasers to deal with the Lessee and further the Purchasers are also authorised to obtain surrender of the lease from the Lessee either in favour of the Purchasers or any nominee of the Purchasers, without any consent required from the Vendors.
9. It is further agreed that if the Lessee surrenders its lease with respect to the said Property or any part of portion thereof, the Purchasers shall be solely entitled to retain the said possession on behalf of the Vendors till the time a Deed of Conveyance is executed in favour of the Purchasers by the Vendors. It being clarified that the Consideration agreed above includes the consideration for the portion being occupied by the Lessee and no additional sums of money shall be payable by the Purchasers to the Vendors on that account.
10. The Vendors have further agreed that they shall, sign the required documents and power of attorney, if required, in favour of the Purchasers to deal with the Lessee.
11. Notwithstanding anything contained herein, during period between the execution of this Agreement and execution and registration of the Deed of Conveyance, the Vendors shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the said Property or any rights or entitlements for, including any development rights in the said Property, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the said Property or for creating any third party interests in the said Property, in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the said Property (or any rights or entitlements, including any development rights in the said Property); and (iv) disclose any information pertaining to this Agreement or the said Property to any other person.

GNB MOTORS PVT. LTD. PUMPKIN PROPERTIES LLP Shree Varsha Investors & Traders (P) Ltd.

[Signature] *[Signature]* *[Signature]*
 Director Designated Partner Director

12. The Vendors have, jointly as well as severally, with the intention of selling the said Property, represented, assured and warranted in favour of the Purchasers, *inter alia*, as follows:

- (a) That the facts recited hereinabove are all true and correct and that the Purchasers can safely rely upon the same;
- (b) That the Vendors are the full and absolute owners of the said Property and save and except the Lessee, no other person has any right title or interest therein whatsoever;
- (c) the Vendors have a clear and marketable title in respect of the said Property;
- (d) That the Vendors are in symbolic possession of the said Property (the Lessee being in physical possession) without any let, hindrance, objection or disturbance from any person in any manner whatsoever;
- (e) That the said Property is free from all encumbrances, mortgages, charges liens, *lis pendens*, litigations, restrictions of any nature whatsoever, restrictive covenants, attachments, debutters, leases, tenancies, occupancy rights, acquisition, requisition, alignment claims, demands and liabilities whatsoever or howsoever, save and except the rights of the Lessee;
- (f) That there are no orders or impediments or constraints under any proceeding or litigation whatsoever or otherwise in the Vendors conveying the said Property;
- (g) That the Vendors have not entered into any agreement for sale or transfer or development or any other agreement in respect of the said Property or any part thereof, with any person or persons whatsoever.

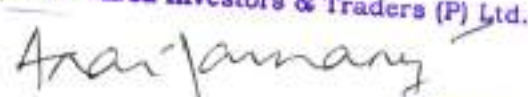
GNB MOTORS PVT. LTD.


Director

PUMPKIN PROPERTIES LLP


Designated Partner

Shree Varaa Investors & Traders (P) Ltd.


Director

- (h) That the Vendors have not executed any Power of Attorney in respect of the said Property or any part thereof for any purpose whatsoever in favour of any person.
- (i) That there is no suit or proceeding filed by or pending against the Vendors in any court of law or tribunal concerning the said Property or any part thereof or any share therein and the said Property or any part thereof is not involved in any civil, criminal or arbitration proceedings and no such proceedings and claims of any nature whatsoever are pending or threatened by or against the Vendors in respect of the said Property or any part thereof;
- (j) That the said Property or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition & Regulation) Act, 1981 and that all the structures and constructions at the said Property have been constructed and erected by the Vendors and/or their predecessors-in-title, and that there is no impediment for the Vendors to sell convey and transfer the said Property;
- (k) The Vendors have every right to enter into this Agreement with the Purchasers in respect of the absolute sale of the said Property;
- (l) That there never was nor is there any excess vacant land in the hands of the Vendors and/or the Vendors' predecessors-in-title within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 nor is there any impediment under the provisions of the said Act of 1976 in the Vendors selling conveying and transferring the said Property;
- (m) That the said Property is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or otherwise

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 Director

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 Designated Partner

Shree Varsa Investors & Traders (P) Ltd.


 Director





whatsoever or howsoever and there is no Certificate Case or proceeding against the Vendors for realisation of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;

- (n) That the said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Municipal Corporation, the Kolkata Metropolitan Development Authority or the Kolkata Improvement Trust or the Metro Railways or the Government or any other public body or authority;
- (o) That no declaration has been made or published for acquisition or requisition of the said Property or any portion thereof under the Land Acquisition Act, 1894 or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or case whatsoever;
- (p) That the said Property or any part thereof is not affected by or subject to (a) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (b) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (c) any debutter wakf or devseva, (d) any right of way water light support drainage or any other easement with any person or property, (e) any burden or obligation, (f) any restrictive covenant, (g) any registered or equitable mortgage or anomalous mortgage or charge or lien, (h) any other encumbrance of any kind whatsoever;
- (q) That there is no dispute of whatsoever nature with any revenue or other financial department of the State or Central Government or with any other statutory or public authority in relation to the affairs of the said Property or any part thereof and there are no facts currently existing, which may give rise to any such dispute.

- (r) The Vendors have not done or permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the sale and/or transfer of the said Property in the manner contemplated in this Agreement.
 - (s) That the representations assurances warranties and covenants contained in the title deeds by which the Vendors and/or their predecessors-in-title acquired the said Property still hold true and the Vendors have not done any act deed or thing which could in any manner encumber or affect their title or interest in the said Property;
 - (t) The Vendors shall give necessary power of attorney to the Purchasers or their authorised representatives for consummation of the transaction contemplated in this Agreement;
 - (u) The Vendors and each of them shall keep each of the Purchasers, their respective assigns and/or nominees, safe harmless and indemnified in connection with any loss, damage, demands, claims, etc. which may arise due to any inherent defect in the title of the Vendors over the said Property or any part thereof.
 - (v) That all outstanding property taxes (including but not limited to any penalty, surcharge, General Revaluation etc.) in respect of the said Property till the time of execution and registration of the Deed of Conveyance shall be borne and paid by the Vendors and only upon such execution and registration of the Deed of Conveyance shall the Purchasers be responsible for payment of the property taxes in respect of the said Property from the date of execution and registration of the Deed of Conveyance; and
 - (w) That no Receiver has been appointed in respect of the said Property.
13. The Vendors will not have any right to terminate this Agreement or any subsequent deed, document or agreement executed by them with the

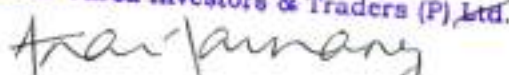
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 Director

PUMPKIN PROPERTIES LLP


 Designated Partner

Shree Varaa Investors & Traders (P) Ltd.


 Director





Purchasers, unless the Purchasers have wilfully delayed or neglected to make payment of the Consideration or fail to execute the deed of conveyance despite the Vendors performing their obligations contained herein. The Purchasers may terminate this Agreement in case of any breach of the representations, warranties and undertakings of the Vendors contained herein by giving a prior written notice of 15 (fifteen) days to the Vendors. Upon such termination, all consideration and monies paid by the Purchasers to the Vendors shall be refunded by the Vendors to the Purchasers forthwith and immediately upon demand by either of the Purchasers.

14. Subject to the rights of the Lessee, the sale of the said Property, shall be free and clear of any and all encumbrances, mortgages, charges, liens, *lis pendens*, litigations, restrictions of any nature whatsoever, restrictive covenants, attachments, debutters, leases, tenancies, thika tenancies, occupancy rights, acquisition, requisition, assignment, claims, demands and liabilities, whatsoever or howsoever.
15. The Vendors shall ensure that throughout the execution and performance of this Agreement and associated or related acts or deeds, all representations made by Vendors continues to hold good and subsist. For any deviation or extinction of any such representations of the Vendors, as made in this Agreement, having the potential of or actually negatively impacting or affecting the sale and/or transfer of the said Property, the Vendors shall be solely responsible for restoration and/or curing of such deviation and/or extinction of such represented conditions at their own cost and also to indemnify and keep the Purchasers saved, harmless and indemnified of from and against any and all losses, costs, claims, demands, damages, actions, suits or proceedings, which the Purchasers may suffer or be put to due to any action or step taken by the Purchasers in good faith without having any knowledge of such deviation or extinction of such representations and the possible implications which the same may have on the sale and/or transfer of the said Property.

16. On and from the date of Deed of Conveyance of the said Property in favour of the

GNB MOTORS PVT. LTD.

Rimma
Director

PUMPKIN PROPERTIES LLP

Rimma
Designated Partner

Source Varsa Investors & Traders (P) Ltd.

Arun Kumar
Director

[Handwritten signatures]

Purchasers, the Purchasers shall with effect from the date hereof be entitled to obtain loans or any other credit facility / advance from any Bank, Financial Institution, or private resources etc., for purchase of the said Property by mortgaging the said Property by creating equitable mortgage by deposit of title deeds or otherwise and/or create charge thereon for and on behalf of the Vendors. The Vendors do and each of them doth hereby authorize and empower the each of the Purchasers for obtaining such loans / advances and mortgaging and/or creating charge on the said Property or to place the same as security, be it as primary security, collateral security or otherwise and to do all acts deeds and things connected therewith and sign execute and deliver all papers and documents therefor and without prejudice to the rights of the Purchasers to mortgage / charge the same as aforesaid, in case so required by the Purchasers the Vendors shall sign execute and deliver all papers documents instruments writings plans etc., as be required by the Purchasers therefor, including depositing of title deeds with the intent to create mortgage, providing corporate guarantees to the banks / lenders etc. However, the liability of repayment of such loans will remain that of the Purchasers.

17. The Vendors shall simultaneously with the execution and registration of the Deed of Conveyance, deliver to the Purchasers originals of all documents of title and other papers and documents relating to the said Property. The Vendors hereby grant consent to the Purchasers to lodge general diaries with the appropriate police station and to publish newspaper publications in leading English, Hindi and Bengali dailies on account of loss/ theft of any original title documents which may be made in the name of the Vendors as well.

18. The Vendors hereby agree to, make, do or cause to be made and done the following acts, deeds and things, to the extent applicable, in order to complete the sale of the said Property in favour of the Purchasers and/or their nominees:

- (a) cause the execution and registration of a deed of conveyance of the said Property in favour of the Purchasers and/or their nominee(s);

GNB MOTORS PVT. LTD.

[Signature]
Director

PUMPKIN PROPERTIES LLP

[Signature]
Designated Partner

Shree Varaa Investors & Traders (P) Ltd.

[Signature]
Director

- (b) hand over symbolic possession of the said Property to the Purchasers, together with the originals of all title deeds pertaining to the said Property and all other papers and documents which they may have in their possession pertaining to the said Property; and
 - (c) cause all person(s) to join as necessary parties to the deed of conveyance or such other documents, as may be requested by the Purchasers and/or their Advocates.
19. All costs on account of stamp duty and registration fees payable on this Agreement and the said Deed of Conveyance shall be paid and borne by the Purchasers.
20. This Agreement contains the entire understanding between the parties with respect to the subject matter contained herein. Upon execution of this Agreement, the following documents shall stand terminated automatically:
- (a) Agreement for Sale dated 19th August, 2022 entered into between the Vendors and the Confirming Party; and
 - (b) Escrow Agreement dated 19th August, 2022 entered into between the Vendors, the Confirming Party and ICICI Bank Ltd.
21. In the event of any dispute or differences arising between the Parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto, the Parties shall first endeavor to resolve the same amicably through negotiations. In the event such dispute or difference is not resolved by means of negotiations within a period of seven (7) days from the date of occurrence thereof, or such other period as is agreed between the Parties, such dispute shall then be referred to and settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the arbitrator/s shall be final and binding upon the parties. The seat

GNB MOTORS PVT. LTD.


 Director

PUMPKIN PROPERTIES LLP


 Designated Partner

shree Varsa Investors & Traders (P) Ltd.


 Director




and venue of arbitration proceeding shall be at Kolkata, West Bengal.

22. Courts at Kolkata alone shall have the jurisdiction to exclusively try, entertain and decide the disputes and differences, if any, between the parties hereto in respect of or arising out of this Agreement.
23. The Parties shall make full endeavours to complete the transactions and execute the deed of conveyance for the said Property within a period of 90 days from the execution of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Property)

ALL THAT the land measuring 1 (one) Bigha 3 (three) Cottahs 15 (fifteen) Chittacks 13 (thirteen) sq.ft., more or less, situate lying at and being premises no. 14 Dover Park together with building structures and dwelling units constructed thereon, within the municipal limits of Kolkata Municipal Corporation, PS. Ballygunge, in Holding No.5 and 6, Sub Division O, Division VI at Gudsali Khasmahal, Dihi Panchannogram and the said Property is delineated in the plan annexed hereto duly bordered thereon in "Red" and butted and bounded as follows:

ON THE NORTH :	By Ballygunge Circular Road
ON THE SOUTH :	By Premises No. 12, Dover Park
ON THE EAST :	By Ballygunge Circular Road
ON THE WEST :	By Public road known as Dover Park

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

GNB MOTORS PVT. LTD.

himu
Director

PUMPKIN PROPERTIES LLP

himu
Designated Partner

Shree Varaa Investors & Traders (P) Ltd.

Anjan
Director

Shree

Shree

Shree

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day, month and year first above written.

SIGNED AND DELIVERED by the
Vendor No. 1 GUNANKA CHURN
LAWat Kolkata in the presence of:

Gunanka Churn Law.

Ujjay Singh Bond
Advocate High Court
Calcutta

SIGNED AND DELIVERED by the
Vendor No. 2 DEBANKA CHURN
LAWat Kolkata in the presence of:

Debanka Churn Law.

Ujjay Singh Bond
Advocate High Court
Calcutta

SIGNED AND DELIVERED by the
Vendor No. 3 MINANKA CHURN
LAWat Kolkata in the presence of:

Minanka Churn Law.

Ujjay Singh Bond
Advocate High Court
Calcutta

SIGNED AND DELIVERED on behalf
of the Confirming Party PUMPKIN
PROPERTIES LLP at Kolkata in the
presence of:

PUMPKIN PROPERTIES LLP

Rishi Todi
Designated Partner

(Mr. Rishi Todi, Designated Partner)

Ujjay Singh Bond
Advocate High Court
Calcutta

SIGNED AND DELIVERED on behalf
of the Purchaser No. 1 GNB MOTORS
PRIVATE LIMITED at Kolkata in the
presence of:

GNB MOTORS PVT. LTD.

Rishi Todi
Director

(Mr. Rishi Todi, Director)

Ujjay Singh Bond
Advocate High Court
Calcutta

SIGNED AND DELIVERED on behalf
of the Purchaser No. 2 SHREE VARSA
INVESTORS AND TRADERS
PRIVATE LIMITED at Kolkata in the
presence of:

Shree Varsha Investors & Traders (P) Ltd.

Anant Nathany
Director

(Mr. Anant Nathany, Director)

Ujjay Singh Bond
Advocate High Court
Calcutta

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 1,70,00,000/- (Rupees One Crore Seventy Lakhs) only as part payment of the consideration payable under these presents as per the Memo below:

MEMO OF CONSIDERATION

1.	By Demand Draft no. 500466 drawn at ICICI Bank, Burrabazar Branch on 17 th February, 2023 by the Purchaser No. 1 in favour of the Vendor No. 1, Gunanka Churn Law ...	Rs. 59,88,530/-
2.	By NEFT/ RTGS vide UTR bearing reference No. MUM-HDFCR52023021783688799 dated 17 th February' 2023 through HDFC Bank, U.N.Brahmachari Street Branch by the Purchaser No. 2 in favour of the Vendor No. 1, Gunanka Churn Law ...	Rs. 59,88,529/-
3.	Paid by the Confirming Party to the Vendor No. 1 on behalf of the Purchaser No. 1 ...	Rs. 24,26,470/-
4.	Paid by the Confirming Party to the Vendor No. 1 on behalf of the Purchaser No. 2 ...	Rs. 24,26,471/-
5.	Tax Deducted at Source by the Purchaser No. 1 under the Income Tax Act 1961 on the consideration paid...	Rs. 85,000/-
6.	Tax Deducted at Source by the Purchaser No. 2 under the Income Tax Act 1961 on the consideration paid...	Rs. 85,000/-
	TOTAL	Rs. 1,70,00,000/-

(Rupees One Crore Seventy Lakhs only)

Witnesses:

[Signature]

Gunanka Churn Ltd.

(Gunanka Churn Law)

Vijay Singh Baid
G.Y.S. B. C. Road K-19

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. 1,70,00,000/- (Rupees One Crore Seventy Lakhs) only as part payment of the consideration payable under these presents as per the Memo below:

MEMO OF CONSIDERATION

1.	By Demand Draft no. 500468 drawn at ICICI Bank, Burrabazar Branch on 17 th February, 2023 by the Purchaser No. 1 in favour of the Vendor No. 2, Debanka Churn Law ...	Rs. 59,88,529/-
2.	By NEFT/ RTGS vide UTR bearing reference No. MUM-HDFCR52023021783694846 dated 17 th February' 2023 through HDFC Bank, U.N.Brahmachari Street Branch by the Purchaser No. 2 in favour of the Vendor No. 2, Debanka Churn Law ...	Rs. 59,88,530/-
3.	Paid by the Confirming Party to the Vendor No. 2 on behalf of the Purchaser No. 1 ...	Rs. 24,26,471/-
4.	Paid by the Confirming Party to the Vendor No. 2 on behalf of the Purchaser No. 2 ...	Rs. 24,26,470/-
5.	Tax Deducted at Source by the Purchaser No. 1 under the Income Tax Act 1961 on the consideration paid...	Rs. 85,000/-
6.	Tax Deducted at Source by the Purchaser No. 2 under the Income Tax Act 1961 on the consideration paid...	Rs. 85,000/-
TOTAL		Rs. 1,70,00,000/-

(Rupees One Crore Seventy Lakhs only)

Witnesses:

[Signature]

Debanka Churn Law
(Debanka Churn Law)

Ujjay Singh Baid
CyB. S. C. Baid
Kul - 19.

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. 1,70,00,000/- (Rupees One Crore Seventy Lakhs) only as part payment of the consideration payable under these presents as per the Memo below:

MEMO OF CONSIDERATION

1.	By Demand Draft no. 500467 drawn at ICICI Bank, Burrabazar Branch on 17 th February, 2023 by the Purchaser No. 1 in favour of the Vendor No. 3, Minanka Churn Law ...	Rs. 59,88,529/-
2.	By NEFT/ RTGS vide UTR bearing reference No. MUM-HDFCR52023021783688802 dated 17 th February' 2023 through HDFC Bank, U.N.Brahmachari Street Branch by the Purchaser No. 2 in favour of the Vendor No. 3, Minanka Churn Law ...	Rs. 59,88,529/-
3.	Paid by the Confirming Party to the Vendor No. 3 on behalf of the Purchaser No. 1 ...	Rs. 24,26,471/-
4.	Paid by the Confirming Party to the Vendor No. 3 on behalf of the Purchaser No. 2 ...	Rs. 24,26,471/-
5.	Tax Deducted at Source by the Purchaser No. 1 under the Income Tax Act 1961 on the consideration paid...	Rs. 85,000/-
6.	Tax Deducted at Source by the Purchaser No. 2 under the Income Tax Act 1961 on the consideration paid...	Rs. 85,000/-
TOTAL		Rs. 1,70,00,000/-

(Rupees One Crore Seventy Lakhs only)

Witnesses:

Hummatu

Minanka Churn Law.
(Minanka Churn Law)

Ujjay Singh Dand
G.B.B.C. Road
Kol-19.

A/C PAYEE ONLY
ICICI Bank

(6279) BURRABAZAR

DD No. 500467

VALID FOR THREE MONTHS ONLY
 DATE 7 0 2 2 0 2 3
 D D M M Y Y Y Y

ON DEMAND PAY

MINANKA CHURN LAW**

ONE CRORE THIRTEEN LAKH THIRTY THOUSAND Only

OR ORDER

RUPEES

₹ *****1,13,30,000.00

Purchaser Name: GNB MOTORS PVT LTD
 TC/1/8 Not Above 1,13,30,000.00

FOR VALUE RECEIVED

7474DDCENPAY
 KOLKATA - INDIA EXCHANGE PLACE

Issuing Branch

Authorized Signatory



⑈ 500467⑈ 000229000⑈ 007474⑈ 16

A/C PAYEE ONLY
ICICI Bank

(6279) BURRABAZAR

DD No. 500468

VALID FOR THREE MONTHS ONLY
 DATE 7 0 2 2 0 2 3
 D D M M Y Y Y Y

ON DEMAND PAY

DEBANKA CHURN LAW**

ONE CRORE THIRTEEN LAKH TWENTY NINE THOUSAND NINE

OR ORDER

RUPEES

HUNDRED NINETY NINE Only

₹ *****1,13,29,999.00

Purchaser Name: GNB MOTORS PVT LTD
 TC/1/8 Not Above 1,13,29,999.00

FOR VALUE RECEIVED

7474DDCENPAY
 KOLKATA - INDIA EXCHANGE PLACE

Issuing Branch

Authorized Signatory



⑈ 500468⑈ 000229000⑈ 007474⑈ 16

A/C PAYEE ONLY
ICICI Bank

(6279) BURRABAZAR

DD No. 500466

VALID FOR THREE MONTHS ONLY
 DATE 1 7 0 2 2 0 2 3
 D D M M Y Y Y Y

ON DEMAND PAY

GUNANKA CHURN LAW**

ONE CRORE THIRTEEN LAKH THIRTY THOUSAND ONE Only

OR ORDER

RUPEES

₹ *****1,13,30,001.00

Purchaser Name: GNB MOTORS PVT LTD
 TC/1/8 Not Above 1,13,30,001.00

FOR VALUE RECEIVED

7474DDCENPAY
 KOLKATA - INDIA EXCHANGE PLACE

Issuing Branch

Authorized Signatory



⑈ 500466⑈ 000229000⑈ 007474⑈ 16

Gunanka Churn Law
Debanka Churn Law
Minanka Churn Law