



e-Challan
Inspector General of Registration
Revenue Department
Government of Gujarat

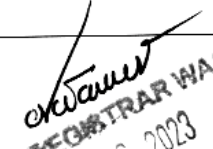


Application No (અરજી નંબર)	20231102072147	Printed On (પ્રિંટ કર્યા તારીખ)	14/12/2023 11:34:16
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Transaction No (ટ્રાંઝેક્શન નંબર)	Account Head (ખાતોનું હેડ)	Amount (Rs.) (રકમ)	Bank CIN (બેંક સી.આઇ.એન.)	Date (તારીખ)	Bank Branch (બેંક શાખા)
20231214452073638	Registration Fee (0030-03-104-00)	800.00	5700001355100301412 2394298	14-12-2023	SBIEPAY
Page Fee (પેજ ફી)	(35) 700	Other (અન્ય)	0	Postage (પોસ્ટેજ)	0.00
Registration Fee (નોંધણી ફી)	100.00	Fee Exemption (ફી માફી?)	No	અવેજ ની રકમ	12063250.00
Total Amount (કુલ રકમ)	800.00	In Words (શબ્દોમાં)	Rupees Eight Hundred Only		

Payee Details (નાણા ભરનારની વિગત)			
Name (નામ)	NEOGEN IONICS LIMITED	Office District (કચેરીનો જિલ્લો)	BHARUCH
Address (સરનામું)		Office Name (કચેરીનું નામ)	S.R.O - VAGRA
Mobile (મોબાઇલ નંબર)	9624987577	E-Mail (ઈ-મેલ)	vyas@neogenchem.com
PAN (પાન નંબર)		Year (વર્ષ)	2023-2024 One time

Property Details (મિલકતની વિગત)	
	Survey No(old),446 New Survey No.669 Total Sellable Area of Land 3305,

Remarks (ટીપ્પણી)	
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REGISTRAR WAGRA
 15 DEC 2023



નોંધ:

- (૧) ગુજરાત નોંધણી ફી ઇ-પેમેન્ટ અને રીકંડ નિયમો, ૨૦૨૦ના નિયમ ૪(ગ) અનુસાર નોંધણી ફીનું ઇ-ચલણ ચાર માસ સુધી જ માન્ય ગણાશે.
- (૨) ગુજરાત સ્ટેમ્પ અધિનિયમ ૧૯૫૮ની કલમ ૫૨ અનુસાર ઇ-ચલણથી ભરેલ સ્ટેમ્પ ડ્યુટીની સમય મર્યાદા ડ્યુટી ભર્યાના ૬ મહિના સુધીની છે.
- (૩) ઇ-ચલણમાં ભેડાડ કરવી કે ખોટું ચલણ બનાવવું શ્રેષ્ઠદારી ગુનો બને છે.



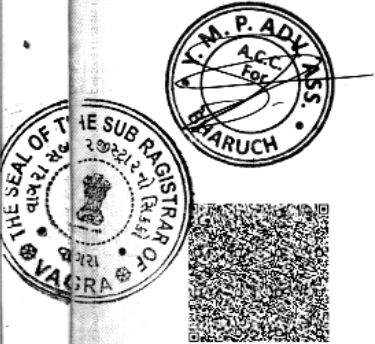


IN-GJ92185090479818V



INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ92185090479818V
Certificate Issued Date : 14-Dec-2023 11:53 AM
Account Reference : IMPACC (AC)/ gj13144911/ BHARUCH/ GJ-BH
Unique Doc. Reference : SUBIN-GJGJ1314491107691858800697V
Purchased by : PAYAL PROPERTIES PVT LTD AUTHO KAMALBHAI B JOSHI
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : SALE DEED AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : PAYAL PROPERTIES PVT LTD
Second Party : NEOGEN IONICS LIMITED
Stamp Duty Paid By : PAYAL PROPERTIES PVT LTD
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)

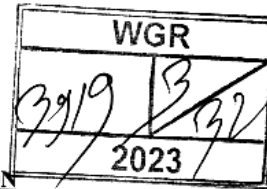


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0013111898

Stamp Code :

1. The same party who is Stamp duty payer should be verified in www.theindianstamp.com or any other website for details on this Certificate as available on the website. Mobile App readers should be used for verification. For any issue in the use of this certificate, please contact the nearest office of the Registrar of Stamps.



AGREEMENT TO SELL WITHOUT POSSESSION

This **AGREEMENT TO SELL WITHOUT POSSESSION** ("Agreement") is executed at Vagra Taluka, Bharuch District on the 15th day of December, 2023 ("Execution Date");

BY AND BETWEEN

PAYAL PROPERTIES PRIVATE LIMITED, a private limited Company validly existing under the provisions of the Companies Act, 2013, bearing CIN No. U45201GJ1991PTC016318 and PAN No. AACCP0053H, having its registered office at Commercial Plot C7/67/P, N.H. No. 8, GIDC, Vapi - 396195, Gujarat, India (hereinafter referred to as the "**VENDOR**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include, its successors in title, representatives, nominees, executors and permitted assigns) of the **FIRST PART**;

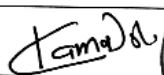

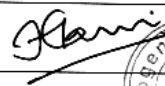

AND

NEOGEN IONICS LIMITED, a private limited company validly existing under the provisions of the Companies Act, 2013, bearing CIN No. 20119MH2023PLC399825 and PAN No. AAICN7753J, having its registered office at 1002 10th Floor Dev Corpora Building, Opp. Cadbury Co Pokhran Road No.2 Khopat, Thane, Thane - 400601, Maharashtra, India, (hereinafter referred to as the "**PURCHASER**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include, its successors in title, representatives, nominees, executors and permitted assigns) of the **SECOND PART**.

The Vendor and the Purchaser are hereinafter individually referred as "**Party**" and collectively as "**Parties**".

WHEREAS:

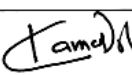

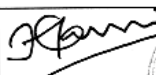
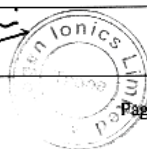
- A. The Vendor is developing and establishing an industrial park by the name of 'Payal Industrial Park' at Pakhajan, Vahiya, Ambhel, Nandarkha and Pipalia villages, Taluka: Vagra and District: Bharuch ("**Industrial Park**") located within the Dahej Petroleum, Chemicals and Petrochemical Investment Region ("**PCPIR Region**"). The Vendor has obtained a certificate from the Joint

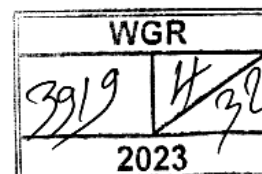
SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 



Industries Commissioner (Infra) dated November 20, 2008 bearing reference No. IC/ INFRA/ LAND/ 2097 read with the rectification letter/ corrigendum dated November 9, 2019 issued by the Joint Industries Commissioner (Infra) bearing reference No. IC/ INFRA/ Industrial Park 2004/ 158680, enabling/ permitting the Developer to develop an industrial park ("**Industrial Park Permission**");

- B. The Purchaser being desirous of setting up a chemical manufacturing unit has approached the Vendor for the purpose of acquisition of certain land parcels within the Industrial Park and simultaneous to the execution of this Agreement the Parties have also executed a conveyance deed dated 15th December 2023 registered at the office of the sub-registrar of assurances under serial No. _____ for all those pieces and parcels of freehold non-agricultural land (for industrial use) being: (a) revenue survey No. 642 admeasuring about 23,117 square meters; (b) part land admeasuring about 57,719 square meters out of the land bearing revenue survey No. 644 admeasuring totally about 1,13,678 square meters; (c) revenue survey No. 645 admeasuring about 10,502 square meters; and (d) revenue survey No. 646 admeasuring about 13,103 square meters, (e) part land admeasuring about 47,043 square meters out of the land bearing revenue survey No. 662 admeasuring totally about 56,863 square meters; (f) revenue survey No. 663 admeasuring about 12,932 square meters; (g) revenue survey No. 664 admeasuring about 2,218 square meters; (h) revenue survey No. 665 admeasuring about 20,806 square meters; (i) revenue survey No. 666 admeasuring about 12,202 square meters; (j) revenue survey No. 667 admeasuring about 12,201 square meters; (k) revenue survey No. 668 admeasuring about 12,307 square meters; (l) revenue survey No. 670 admeasuring about 4,207 square meters; (m) revenue survey No. 671 admeasuring about 9,506 square meters; (n) part land admeasuring about 23,117 square meters out of the land bearing revenue survey No. 672 admeasuring totally about 23,413 square meters; admeasuring in aggregate about 2,60,980 square meters, all situated within the limits of Village: Pakhajan, Taluka: Vagra and District: Bharuch and forming part of the Industrial Park ("**Acquired Land**");
- C. In furtherance of the acquisition of the Acquired Land, the Purchaser has approached the Vendor to sell, convey and transfer all its rights, title and interests over the additional land parcel being revenue survey No. 669 admeasuring about 3,305 square meters within the limits of Village: Pakhajan,

SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 







Taluka: Vagra, District: Bharuch (more particularly and fully described in the 'Schedule' to this Agreement and hereinafter referred to as the "said Land") in favour of the Purchaser;

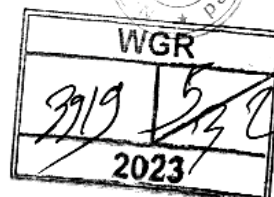
- D. The Vendor is the sole and absolute owner of and is lawfully seized and possessed of the said Land;
- E. In this regard, the Vendor has represented the Purchaser that it has acquired the said Land *vide* a sale deed dated 20th November 2023 registered at the office of the sub-registrar of assurances under serial No. 3719, in accordance with Section 63AA of Gujarat Tenancy and Agricultural Lands Act, 1948 and is in the process of obtaining relevant permissions and approvals for utilizing the said Land into non-agricultural land for *bonafide* industrial use; and
- F. Accordingly, the Purchaser has agreed to purchase from the Vendor, and the Vendor has agreed to sell, transfer and convey the said Land to the Purchaser for a total sale consideration of INR 1,20,63,250/- (Indian Rupees One Crore Twenty Lakhs Sixty Three Thousand Two Hundred and Fifty Only) and such other terms and conditions provided hereinbelow.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained herein, and other good and valuable consideration, the adequacy of which is acknowledged, and subject to the terms and conditions set forth in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. PROPOSED SALE OF SAID LAND

- 1.1. Subject to the terms and conditions of this Agreement and subject to the compliance and fulfilment of the Condition Precedent (*defined below*), the Vendor hereby agrees and undertakes to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Vendor, the said Land free from encumbrances along with all the rights, title and interest, claims and demand whatsoever at law and in equity of the Vendor in or out of, or upon the said Land or any part thereof ("**Proposed Transaction**").
- 1.2. The Parties hereby acknowledge and agree that the possession of the said Land is not handed over by the Vendor to the Purchaser under this Agreement and that the Vendor shall continue to have the possession of the said Land, and that

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such possession of the said Land will be handed over by the Vendor to the Purchaser at the time of execution of the sale/ conveyance deed.

2. SALE CONSIDERATION

2.1. The sale consideration, payable by Purchaser to the Vendor for the Proposed Transaction shall be INR 1,20,63,250/- (Indian Rupees One Crore Twenty Lakhs Sixty Three Thousand Two Hundred and Fifty Only) ("**Total Consideration**") which has been/ shall be paid in the manner set out in this Clause 2:



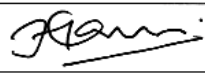
2.2. On or prior to the execution of this Agreement, a sum of INR 10,00,000 only (Indian Rupees Ten Lakhs Only) has been paid by the Purchaser to the Vendor, as advance consideration out of the Total Consideration, in following manner:

Sr. No.	Amount (in INR)	RTGS details	Date
1	10,00,000	KKBKR22023121410806783	14 th December 2023
TDS (in INR)		-	
Total Amount (in INR)		INR 10,00,000/-	

2.3. The balance sum of INR 1,10,63,250/- (Indian Rupees One Crore Ten Lakhs Sixty Three thousand Two Hundred and Fifty Only) ("**Balance Consideration**") (Subject to TDS) shall be paid by the Purchaser to the Vendor on or prior to the execution of the conveyance deed of the said Land by the Vendor in favour of the Purchaser in furtherance of this Agreement.

2.4. The Purchaser shall deduct 1% (one percent) of the Total Consideration as tax deducted at source under the Income Tax Act, 1961 and deposit the same with the relevant Income Tax authorities.

3. CONDITION PRECEDENT

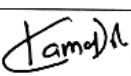

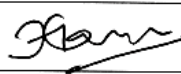

SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	

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- 3.1. The obligation of the Purchaser to consummate the Proposed Transaction and perform its obligations under this Agreement is subject to (i) Vendor obtaining permission/certificate under Section 65B of Gujarat Land Revenue Code, 1879 from the Collector, Bharuch for utilising the said Land for *bonafide* industrial use ("CP 1"); and (ii) satisfactory completion of the title due diligence and verification by the Purchaser of the Vendor's absolute and clear title to the Land ("CP 2"). CP 1 and CP 2 shall collectively be referred to as Conditions Precedent.
- 3.2. The Vendor hereby undertakes to complete CP 1 within [120 (one hundred and twenty) days] from the Execution Date ("Condition Precedent Period")
- 3.3. The cost and expenses for fulfilment of the CP 1 shall be solely paid and borne by the Vendor
and any cost and expenses for fulfilment of the CP 2 shall be solely paid and borne by the Purchaser.
- 3.4. Each Party shall provide to the other Party all reasonable assistance and co-operation with regard to any and all matters as may be reasonably required by the other Party in connection with the satisfaction of the Condition Precedent.
- 3.5. Upon fulfilment of the CP 1, the Vendor shall provide to the Purchaser a written notice along with copy of the relevant documents evidencing fulfilment of CP 1 within 3 (three) days from the date of such fulfilment. The CP 1 shall be deemed complete only upon meeting the satisfaction of the Purchaser. Pursuant to the receipt of such written notice by the Purchaser from the Vendor stating completion of the CP 1 to the satisfaction of Purchaser and subject to completion of CP 2, the Parties shall within [10 (ten)] days from the receipt of such written notice duly execute the sale/ conveyance deed for the said Land and the Purchaser shall pay the Balance Consideration to the Vendor.
- 3.6. The Parties hereby agree and confirm that the conveyance deed of the said Land shall be in the same format as of the conveyance deed dated 15th December 2023 registered under serial No. 3918/23 for the Acquired Land (along with the same terms and conditions as mentioned therein).

4. COVENANTS

SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 



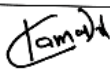

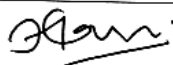

4.1. The Vendor shall on and from the Execution Date:

- (i) ensure that the Vendor at all times continues to have absolute, clear, valid and subsisting title to and possession of the said Land and that the said Land is free from all encumbrances, defects, and third-party rights or claims and that upon conveyance of the said Land to Purchaser, Purchaser shall have complete and absolute legal and marketable title, rights and interests to the same, free from all encumbrances of any nature whatsoever;
- (ii) ensure not to transfer, sell, exchange, lease, mortgage or dispose of, encumber or deal/ transact (or agree to do so) the said Land or any part thereof, in writing or verbally, except for the completion of the Proposed Transaction; and
- (iii) ensure that the Purchaser is provided access to the Land for inspection and planning with respect to the use of Land for business purposes of the Purchaser.

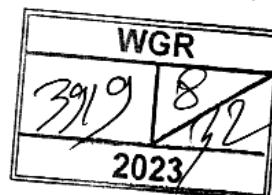
4.2. In the event this Agreement is terminated for any reason whatsoever, any sale, transfer lease, mortgage or disposal of the Land by the Vendor to a third party shall be subject to the following conditions:

4.2.1. If this Agreement was terminated pursuant to Clause 6.3, any sale, transfer, lease, mortgage or disposal by the Vendor shall require the Vendor to provide a prior written notice ("ROFR Notice") of at least 60 (sixty) days prior to the date of the sale along with details of the new purchaser and terms of sale to the Purchaser and the Purchaser shall have a right to purchase the Land at the same price and terms and provided in this Agreement by providing a written response within 30 (thirty) days from the date of the ROFR Notice, in which case the Parties shall execute the conveyance deed within a period of 30 (thirty) days from the date of issue of response by the Purchaser to the Vendor.

4.2.2. If this Agreement was terminated pursuant to Clause 6.2 or Clause 6.4, any sale, transfer, lease, mortgage or disposal by the Vendor shall require the Vendor to provide the ROFR Notice at least 90 (ninety) days prior to the date of the sale along with details of the new purchaser and terms of sale to the Purchaser and proof of such arrangement, and the Purchaser shall have a right to purchase the Land at the same price and terms as offered to the new Purchaser and stipulated in the ROFR Notice by providing a written response within 30 (thirty) days

SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 

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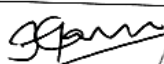
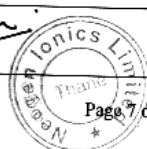


from the date of the ROFR Notice, in which case the Parties shall execute the conveyance deed within a period of 30 (thirty) days from the date of issue of response by the Purchaser to the Vendor.

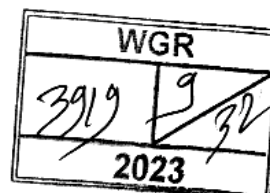
5. REPRESENTATIONS AND WARRANTIES

5.1. The Vendor hereby represents and warrants to the Purchaser that:

- (i) The Vendor has the complete power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by the Vendor does not require any further authorization or consent of any third party;
- (ii) this Agreement has been validly executed and upon execution by the Vendor, this Agreement will be a legal, valid and binding obligation of the Vendor enforceable in accordance with its terms;
- (iii) the execution, delivery and performance of this Agreement by the Vendor, does not violate or contravene with any applicable law, or violate or contravene the provisions of or constitute a default under its charter documents (if applicable), or any contract or agreement to which the Vendor is a party or is bound by;
- (iv) the Vendor is the sole and absolute legal and beneficial owner and has clear and marketable title as owner of the said Land and that the said Land is free of all encumbrances;
- (v) the Vendor is in vacant, uninterrupted and peaceful possession of the said Land and that the said Land or any portion thereof has not been occupied, leased, licensed or transferred to any tenant or to any person in any capacity and has not executed any general or specific power of attorney in favor of any third party in respect of the said Land;
- (vi) the said Land is free of any defects, environmental hazards and the Vendor has disclosed all relevant information pertaining to the Land;
- (vii) the Vendor has obtained the required permission and license from the Joint Industries Commissioner (Infra), Government of Gujarat under

SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 

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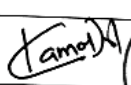





Industrial Park Policy, 2004 to develop this Industrial Park and the said permission is subsisting and valid on the Execution Date. Further, the Vendor is not in material breach of any of the terms and conditions of such permissions and licenses and the Vendor has not received any notice of termination or notice of cancellation of such permissions and licenses;

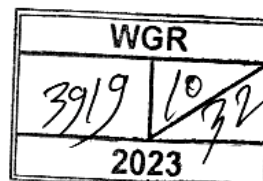
- (viii) upon completion of CP 1, the said Land will be permitted to be used for the for non-agricultural purposes for industrial use;
- (ix) that the Vendor has duly paid all stamp duty and registration charges payable in respect of the deeds and documents under which the Vendor has acquired the title in respect of the said Land;
- (x) the said Land is not subject to any claim, demand or attachment issued by any court or governmental authority; and
- (xi) there is no pending litigation proceeding and/or tax proceeding which adversely impacts the title of the Vendor and its ability to deal with the said Land.

5.2. The Purchaser hereby represents and warrants to the Vendor that:

- (i) the Purchaser has the complete power and authority to execute, deliver and perform this Agreement and is not prohibited from entering into this Agreement;
- (ii) this Agreement has been validly executed by the Purchaser and upon execution and delivery by the Purchaser, this Agreement will be a legal, valid and binding obligation of the Purchaser enforceable in accordance with its terms;
- (iii) the Purchaser shall comply with all such necessary approvals, permissions, licenses and orders passed by the relevant governmental authority and/or Gujarat Pollution Control Board under the applicable law in relation to the use of the said Land for its business purposes; and
- (iv) the execution, delivery and performance of this Agreement by the

SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 



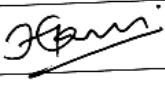
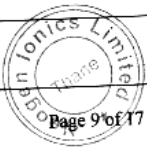
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Purchaser, does not violate or contravene with any applicable law, or violate or contravene the provisions of or constitute a default under its charter documents (if applicable), or any contract or agreement to which the Purchaser is a party or is bound by.

6. TERM AND TERMINATION

- 6.1. This Agreement shall come into effect on and from the Execution Date and shall remain in force till the time a sale/ conveyance deed for the said Land is executed by Vendor in favour of the Purchaser or till [May 15, 2024] or such other date as may be mutually agreed between the Parties in writing ("**Long-Stop Date**"), whichever is earlier, unless this Agreement is terminated in accordance with Clause 6.2, Clause 6.3 or Clause 6.4 below.
- 6.2. The Parties may at any time during the term of this Agreement mutually terminate this Agreement in writing.
- 6.3. The Purchaser may terminate this Agreement in case the Vendor fails to fulfill the CP 1 within such period as provided at Clause 3.2 or has not got satisfactory title verification of the Land, or the Vendor refuses and/or neglects to execute the sale/conveyance deed in accordance with provisions of this Agreement, after providing a [15 (fifteen)] days written notice.
- 6.4. The Parties further agree that the Vendor is entitled to terminate this Agreement in case the Vendor has duly completed the CP 1 and upon satisfactory completion of title verification by the Purchaser, the Purchaser fails, refuses and/or neglects to execute the sale/conveyance deed and/or pay the Balance Consideration to the Vendor in accordance with Clause 2.3 and/or Clause 3.6 of this Agreement, after providing a [15 (fifteen)] days written notice.
- 6.5. Notwithstanding anything contained herein this Agreement, if this Agreement is terminated in accordance with Clause 6.2 or Clause 6.3 or Clause 6.4 above, the Vendor shall simultaneously with termination of this Agreement refund all the amounts forming part of the Total Consideration, which has been paid by the Purchaser to the Vendor, till the date of termination of this Agreement.
- 6.6. It is hereby agreed between the Parties that, in the event this Agreement is terminated for any reason whatsoever except pursuant to the execution of the sale/ conveyance deed for the said Land, then post termination of this

SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 



Agreement the Parties shall execute a cancellation deed of this Agreement and shall also appear and present such cancellation deed before the office of the sub-registrar for the purposes of its registration, at a time agreed to by the Purchaser.

7. MISCELLANEOUS




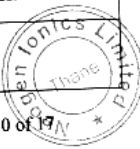
7.1. Governing Law

This Agreement shall be interpreted, construed and governed in accordance with the laws of India.

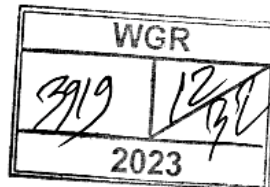
7.2. Dispute Resolution

- (i) The Parties agree that if any claim, dispute or difference of whatever nature arises under or in connection with this Agreement (including a claim, dispute or difference regarding its existence, termination or validity or any non-contractual obligations arising out of or in connection with this Agreement), the Parties shall use all reasonable endeavors to resolve the matter amicably within a period of [30 (thirty)] days from the date of such dispute (as intimated by the Party initiating the dispute to the other Party in writing).
- (ii) All the disputes which are unresolved pursuant to the Clause 7.2(i) above shall be referred upon the application of any Party to, and finally be settled by, arbitration in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), by a sole arbitrator mutually appointed by the Parties. All proceedings shall be conducted in English. The venue of arbitration shall be Mumbai, Maharashtra and seat of the arbitration shall be at Bharuch, Gujarat;
- (iii) The arbitration award shall be final and binding on the Parties. This Agreement and the rights and obligation of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder; and
- (iv) Subject to any arbitration proceedings, courts of competent jurisdiction at Bharuch shall have exclusive jurisdiction in respect of any disputes arising under or in connection with this Agreement.

7.3. Notices

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- (i) All notices and other communications required or permitted hereunder to be given to a Party to this Agreement shall be in writing, in the English language, and shall be either: (i) personally delivered; or (ii) sent by postage, prepaid registered post with acknowledgement due; or (iii) transmitted by email; and shall be addressed to the appropriate Party at the following address or to such other address or place as such Party may from time to time notify (in writing):

a. In the case of notice to Vendor:

Address : C/7/67/P, Gide Vapi, Ta.Vapi, Dist-Valsad
Attention : Mr. Chirag Rana
E-mail : crana@areteservices.in
Phone : + 91 8980014804

b. In the case of notice to Purchaser:



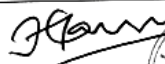

Address : 1002, Dev Corpora Building, Eastern Express
highway, Opp Cadbury Co., Pokhran Rd. no. 2,
Khopat, Thane west 400601, Maharashtra
Attention : Dr. Harin Kanani
E-mail : harin@neogenchem.com
Phone : 9833561987

- (ii) A notice shall be treated as having been received, if sent by:
- personal/ physical delivery, when its delivery is confirmed by a signature on behalf of the recipient;
 - postage or registered post then, when the same would, in the ordinary course of post, be delivered whether actually delivered or not; and
 - email, when the sender receives an automated message confirming delivery.


7.4. Entire Understanding

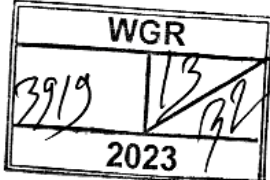
This Agreement supersedes all prior discussions and understandings (whether oral or written, including all correspondence) between the Parties with respect to the subject matter of this Agreement, and this Agreement constitutes the sole and entire understanding between the Parties with respect to the subject matter hereof.

7.5. No Partnership

SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 

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Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership or association of Persons between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

7.6. Assignment

Either Party shall not assign any of its rights and obligations under this Agreement to any third party without prior written consent of the other Party. Any attempted assignment in contravention of this provision shall be void. However, Purchaser may assign this Agreement to any of its parent company, group company, affiliates, or subsidiaries without obtaining consent of the Vendor, however, send a letter of intimation to the Vendor for record purposes.

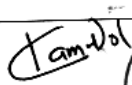
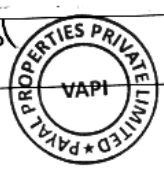

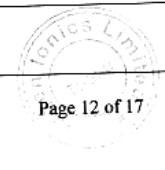
7.7. Waiver

No forbearance, acquiescence, indulgence, relaxation or inaction by the Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of that Party to require performance of that provision. Any acquiescence on or waiver by the Party of the performance or non-performance of the obligations of the other Party under this Agreement and/or any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement. Any waiver, and any consent by any of the Parties under any provision of this Agreement, must be in writing.

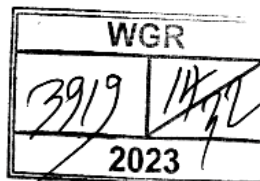
7.8. Counterparts

This Agreement may be executed in 1 (one) original and 1(one) counterpart, each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute one document. The Vendor shall retain the original of this Agreement, whereas the Purchaser shall retain the counterpart of this Agreement.

7.9. Amendments

SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 

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No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Agreement.

7.10. Good Faith





Each of the Parties hereto undertakes to do, in good faith, all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

7.11. Severability

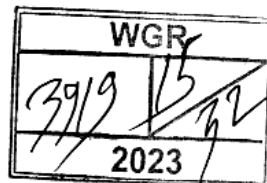
If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect. To the extent that any provision or provisions of this Agreement are unenforceable they shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted.

7.12. Stamp duty and other costs, charges

- (i) Stamp duty, registration fees and other charges payable in respect of this Agreement and sale/ conveyance deed for the said Land shall be borne and paid by the Purchaser.
- (ii) Stamp duty, registration charges and other charges payable in respect of cancellation deed (to be executed as per Clause 6.6 above) shall be borne and paid by the Purchaser..
- (iii) All legal and professional charges for the advocates/ solicitors appointed by the Parties shall be borne and paid by the respective Parties.
- (iv) Each Party shall be responsible for discharging their respective tax obligations (direct and indirect) arising out of this Agreement and/or

SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 

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the conveyance deed and the Proposed Transaction contemplated hereunder.

7.13. Specific Performance

Notwithstanding anything stated herein, the Parties agree that each Party shall be entitled to invoke specific performance and require the other Party to undertake all its obligations and responsibilities herein and that nothing hereunder shall prevent the Parties from enforcing their rights under this Agreement in accordance with the applicable law.

7.14. Survival

Notwithstanding anything to the contrary provided in this Agreement, Clause 4.2, Clause 6.5, Clause 6.6, , Clause 7.1, Clause 7.2, Clause 7.3, Clause 7.13 and this Clause 7.14 of this Agreement shall survive the termination of this Agreement.



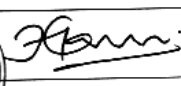
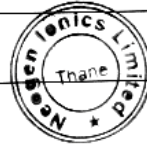
7.15. No third-party beneficiaries

This Agreement is solely for the benefit of the Parties and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability reimbursement, right of action or other right in excess of those existing without reference to this Agreement.

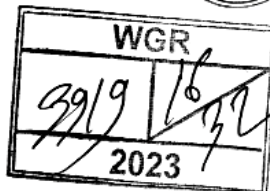
7.16. Successors and Assigns

The provisions of this Agreement shall inure to the benefit of and be binding on the Parties and their respective successors (including, without limitation, any successor of any Party) and assigns (permitted or otherwise).

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SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 

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SCHEDULE
DESCRIPTION OF THE SAID LAND

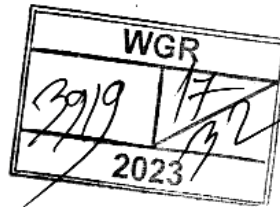
All that piece and parcel of land parcel bearing revenue survey No. 669
admeasuring about 3,305 square meters within the limits of Village: Pakhajan, Taluka:
Vagra, District: Bharuch and is bounded as follows:

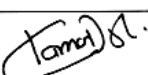
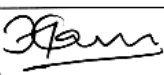
East: S.No.670

West: S.No.672, 681

North: S.No.668

South: S.No.671



SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
	



SIGNED, SEALED AND DELIVERED
By the within named Vendor
PAYAL PROPERTIES PRIVATE LIMITED
Through its authorized signatory
Mr. Kamal Joshi

(9m20)



SIGNED, SEALED AND DELIVERED
By the whin named Purchaser
NEOGEN IONICS LIMITED
Through its Managing Director
Dr. Harin Kanani

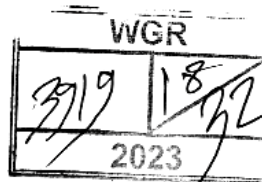
Sam







1. Geist

1. _____
Name: [●] (Kirit Singh . B. Solem ki)

2. Raj. A.P.
Name: [●]



SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 

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SCHEDULE AS PER SECTION 32 (A) OF THE REGISTRATION ACT, 1908

VENDOR

Photograph

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PAYAL PROPERTIES PRIVATE LIMITED

Through its authorized signatory
Mr. Kamal Joshi



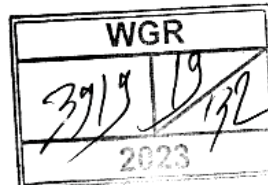
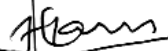
PURCHASER



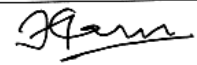
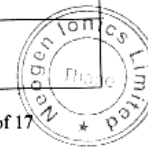
Photograph

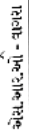
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impression**



NEOGEN IONICS LIMITED
Through its Managing Director
Dr. Harin Kanani



SIGNATURE OF THE VENDOR	SIGNATURE OF THE PURCHASER
 	 



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DS INSPECTOR GENERAL OF REGISTRATION
S.R.O - VAGRA
Date: 30-08-2023 16:17:49 IST
BHARUCH GUJARAT

આ. મલ્લ સીટરમ જગદેંદ્ર હોવાથી સમસ્તજગદ્ગુરુની ત્યાગીની જગદિમાલ નથી. કોમપુટર જગદેંદ્ર અનુક્રમશઃ ૧ : ૨ ની નવકામાં મેઈલ દિવાલથી કરવા કે ખોટી નકલ બનાવવી દોષજટી મુન્હો બને છે.

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27/09/2023

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પ્રાઇવેટ લીમિટેડ ની
અધિકૃત વ્યક્તિ કમલભાઈ
વી. જોશી

અમરસગ સોમાલાઈ

લાવસંગ

જયાબેન મોહન સિંહ

નીરુબેન મોહન સિંહ

દેસાબેન મોહન સિંહ

મીનાબેન મોહન સિંહ

મંજુલાબેન પ્રતાપસિંહ ડોડીયા

મમુરી પ્રતાપસિંહ ડોડીયા

મોનીકા પ્રતાપસિંહ ડોડીયા

ચુવરાજ પ્રતાપસિંહ ડોડીયા

સંગીર દેવરાજ પ્રતાપસિંહ

ડોડીયાના કુદરતી વાલી

તરીકે મંજુલાબેન પ્રતાપસિંહ

ડોડીયા

નિર્મલાબેન કનકસિંહ ડોડીયા

તે દરીયાબેનની પોત્રી

જીતેન્દ્રસિંહ નંદવરસિંહ

ડોડીયા

સંગીતાબેન દીપકકુમાર

લીમાજીયાબી તે

દરીયાબેનની પોત્રી

પદમાબેન રાયસિંહની દિકરી

તે શેલેષભાઈ દરવારની

પત્ની

રમીલાબેન રાયસિંહની દિકરી

તે રાજેન્દ્રસિંહ ગોહિલની પત્ની

નીતાબેન-સચ્ચિદની દિકરી

તે નીરજભાઈ ભટ્ટની પત્ની

સિંધા

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DS INSPECTOR GENERAL OF REGISTRATION
S.R.O. - VAGRA
Date: 30-09-2023 16:17:49 IST
BHARUCH, GUJARAT

WGR
39/9/2023

PAKHIAJAN.
માલિકો દેવનંદિયાણું
₹ 2866148.00

મોજૂદ પખાજાજી - સર્વે નંબર(જુનો) 446 નવો સર્વે
નંબર 689 કુલ જમીન 3305 ચો.મી. માલિકો
વચાણપાટ જમીનનો વિસ્તાર 3005,

આ નકશા સીટરના જમીનદારની સહીની જરૂરિયાત નથી. કોમ્પ્યુટર જનરેટેડ અનુમતિપત્ર નં: ૨ ની નકશા કોર્ટ દ્વારા ચકાસવામાં આવેલ છે.
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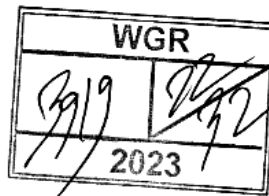
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Salman I Kureshi ની તારીખ 30/09/2023 ના રોજની
અરજી નંબર : 8012023872406
તારીખ : 30/09/2023



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DS INSPECTOR GENERAL OF REGISTRATION
S.R.O - VAGRA
Date: 30-08-2023 15:17:48 IST
BHARUCH ,GUJARAT



આ નકલ સીટિંગ જરૂરથી હોવાથી સમગ્રજાતિયતી સહીની જરૂરિયાત તમામ અંગતરૂપિય નં. ૨ ની નકલમાં ફોટો ફેમલરમાંથી કરવા કે ખોટી નકલ બનાવવી ફોજદારી મુલ્યો બંધ છે.

BHARUCH GUJARAT

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ગામનું નામ	દસ્તાવેજનો પ્રકાર અને અવેજ (ભાડા પાડના ઠિસ્સામાં આકાર પટે આપનાર અથવા પટે રાખનાર આપે છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો)	સેવકનું નામ	આકાર અથવા જુડી આપવામાં આવે ત્યારે તે	દસ્તાવેજ કરી આપનાર પક્ષકારનું નામ અથવા દિવાની મોટેના ધુમનામા અથવા અલેક્ષના સંબંધમાં વાટીનું નામ	સાહીની તારીખ નોંધણીની તારીખ	અનુક્રમ અને પુ. નં.
PAKHAJAN..	માહિતી ફરમવર/વેચાણ રૂ. 5000000.00	મોટી, પખાજીયા, ના. વાગવા, છ. ભરચના સર્વે નંબર(જુડી) 446 નવો નંબર 669 ફૂલ જમીન 3305 થા.ની માથી વાપવાડવારેલ ઠિસ્સાનો કુલ વેચાણપાત્ર વિસ્તાર 300.	ઉચાલેન પ્રવિણસિંહ મોહનસિંહ કેતનસિંહ પ્રવિણ સિંહ કરણસિંહ પ્રવિણ સિંહ	મેસર્સ પાવલ પ્રોપર્ટીઝ પ્રાઇવેટ લીમીટેડ ની અધિકૃત વ્યક્તિ કમલસાઈ બી. જેશી	મેસર્સ પાવલ પ્રોપર્ટીઝ પ્રાઇવેટ લીમીટેડ ની અધિકૃત વ્યક્તિ કમલસાઈ બી. જેશી	20/11/2023 20/11/2023	3719

ઈ-પેમેન્ટ થી ટ્રાન્ઝેક્શન ID No. 20231122675929132 Date. 22-11-2023 થી મળેલ છે.

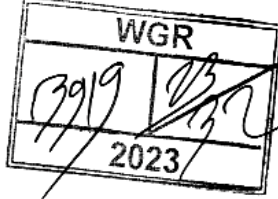
રકમ	રૂ. 300
નકલ ફી	રૂ. ૨૦



hrushik b patel ની તારીખ 22/11/2023 ના રોજની

અરજી નંબર : 8012023004040

તારીખ : 22/11/2023



Digitally signed by:
DS INSPECTOR GENERAL OF REGISTRATION
S.R.O - VAGRA
Date: 22-11-2023 10:39:25 IST
BHARUCH, GUJARAT

આ નકલ સીરિયલ જનરેટેડ હોવાથી સબરજીસ્ટ્રારની સાહીની જરૂરિયાત નથી. કોમ્પ્યુટર જનરેટેડ અનુક્રમણિકા નં. ૨ ની નકલમાં કોઈ ફેરફાર થેણા કરવા કે ખોટી નકલ બનાવવી ફોજદારી ગુનો હોય છે.

પ્રિન્ટ તારીખ : 11/22/2023 10:39:02 AM

PAYAL PROPERTIES PRIVATE LIMITED

Regd. Office :

Plot No. C-7/67/P, Fortune Park Galaxy Campus, N. H. No. 8, G.I.D.C., Vapi-396 195. (Guj.), Tel. : +91 260 3988444, Fax : +91 260 3088628


CIN : U45201GJ1991PTC018310

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF PAYAL PROPERTIES PRIVATE LIMITED HELD ON 14th MARCH, 2016 AT THE REGISTERED OFFICE OF THE COMPANY AT COMM. PLOT NO. C-7/67/P, N.H. NO. 8, FORTUNE PARK GALAXY CAMPUS, GIDC, VAPI - 396195 AT 2.00 HOURS.

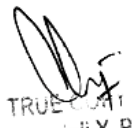
RESOLVED THAT the company has decided to authorize Mr. Kamal Joshi in addition to the existing authorized signatory to purchase, negotiate related to purchases, sign /execute and submit all the necessary papers, documents, letter, agreements, deeds, undertakings, application, writings, submissions etc. to be submitted by the company in connection with the purchases related to properties. The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof."

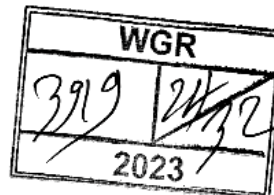
RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by Mr. Mrugesh Oza, Director of the company be furnished to Government officials or authorities and such other parties as may be required from time to time in connection with the above matter.

Certified True Copy
For Payal Properties Private Ltd.


Mrugesh Oza
Director
DIN no- 00423292




TRUE COPY
(Mohamedali Y. Patel,
ADVOCATE & NOTARY
Govt. of India
Bharuch District (Gujarat)





No IC/INFRA/AND/ 2097
Industries Commissionerate,
Block No.1/2, UdyogBhavan,
Sector-11, Gandhinagar

Dt 2nd/11/2008

CERTIFICATE

Payal Properties Private Ltd Plot No C-7/67/P, Fortune Hotel, Galaxy Campus, G.I.D.C Vapi Dist.Valsad-396195 has made an application to this office vide their letter dated 24/6/2008 to purchase Hector 1831-71-44 Private Agriculture land & Hector 160-10-26 Govt.Land (Total Hector 1991-81-70) of Village Vahiya, Ambhel, Nandarkha, Pipalia, & Pakhajan Ta Vagra Dist Bharuch for bonafide Industrial Purpose i.e Development Of Industrial Park.

As above total requirement of land is Hector 1991-81-70. The application of Payal Properties Private Ltd, G.I.D.C-Vapi Dist Valsad was examined by this office and It is found that the unit needs Hector 1831-71-44 Private Agriculture land at Village Vahiya, Ambhel, Nandarkha, Pipalia, & Pakhajan Ta Vagra Dist Bharuch (List Block/Survey No Is Enclosed) for the Development Of Industrial Park can be considered for bonafide industrial purpose.

This certificate is issued on approval of Industries Commissioner, Gujarat.

Place:- Gandhinagar

Date :- /11/2008

Encl :- As Above

To,

Payal Properties Private Ltd
Plot No C-7/67/P, Fortune Hotel,
Galaxy Campus, G.I.D.C Vapi
Dist. Valsad-396195.

Copy forwarded with compliments to:-

The Collector,
Office of the District Collector,
Bharuch



Mam. Daxini
Jt Commissioner of Industries (Infra)



TRUE COPY
Mohamedali V. Patel,
ADVOCATE & NOTARY
Govt. of India
Bharuch District (Gujarat)

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER
AACCP0053H



नाम /NAME

PAYAL PROPERTIES PVT LTD

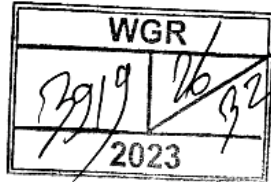
निगमन/बनने का तिथि /DATE OF INCORPORATION/FORMATION

25-09-1991

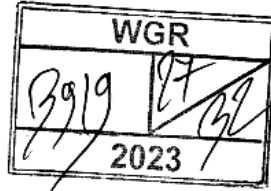
राजेश कुमार

आयकर आयुक्त, सुरत

COMMISSIONER OF INCOME-TAX, SURAT



TRU COPY
(Mohamedali Y. Patel,
ADVOCATE & NOTARY
Govt. of India
Dhanu District, Gujarat)



NEOGEN
IONICS LTD.

EXTRACT OF RESOLUTION PASSED AT THE MANAGEMENT COMMITTEE MEETING OF BOARD OF DIRECTORS OF NEOGEN IONICS LIMITED HELD ON THURSDAY, OCTOBER 5, 2023, AT 7:10 PM THROUGH VIDEO CONFERENCING.

CONSIDERATION AND APPROVAL FOR ACQUISITION OF LAND:

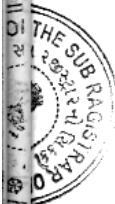
It was proposed to acquire certain parcels of land for commercial purposes. After discussions, the Committee passed the following resolution unanimously:

"RESOLVED THAT approval of the Committee be and is hereby accorded to the Company for purchasing parcels of land situated in Payal Industrial Park, in the State of Gujarat, as specifically indicated in the site plan to be prepared in terms of agreement proposed to be entered into by the Company with Payal Properties India Private Limited, for consideration, which may be as decided amongst the concerned parties, payable in one or more instalments;

RESOLVED FURTHER THAT any director of the company or Mr. Ketan Vyas, CFO of the holding company or Mr. Kirit Chauhan – VP HR of the holding company or the Company Secretary of the Company, be and are hereby severally authorised to communicate on behalf of the company with the vendor and to arrange registration and mutation of the title to such land in favour of the Company and to procure the necessary certificate of mutation and all the necessary papers and documents in connection therewith be handed over to him and to do all such acts, deeds and things and to sign, seal and execute all such necessary documents, letters, papers and agreement as may be required to give effect to the said transaction."

Certified True Copy
For and on behalf of NEOGEN IONICS LIMITED

Unnati Kanani
Company Secretary
Mem. no. A35131
Place: Thane
Date: December 07, 2023



NEOGEN IONICS LIMITED
Registered Office : 1002, 10th Floor, Dev Corpora.
Opp. Cadbury Junction, Eastern Express Highway,
Thane (W) 400 601, India.
CIN No. U20119MH2023PLC399825

E : neogenionics@neogenchem.com
W : www.neogenionics.com

T : +91 22 2549 7300
F : +91 22 2549 7399

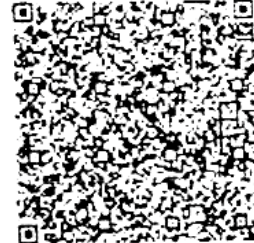
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAICN7753J



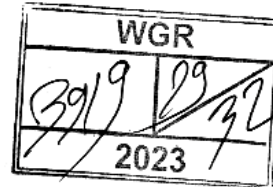
नाम/Name
NEOGEN IONICS LIMITED

निगमन/गठन की तारीख
Date of Incorporation/Formation
29/03/2023

WGR	
39/19	28/12
2023	

Handwritten signature





Ram



Ram

(G2.0) 15/12/2023 1:47 PM

WGR		
3919	130	132
2023		

Serial No. 3919 Presented of the office of the Sub-Registrar of S.R.O - VAGRA Between the hour of 13 To 14 on Date 15/12/2023

Receipt No :- 202309400006143

Received Fees as following	Rs.
Registration	100.00
Side Copy Fee (35)	700.00
Other Fees	0.00
TOTAL :-	800.00



Document Type: Agreement : Agreement To Sale Without Possession
20231214452073638

(Signature)

PAYAL PROPERTIES PRIVATE LIMITED ની અધિકૃત
અધિકારી Kamalbhai Bipinbhai Joshi

(Signature)
MAHESHKUMAR DINESHBHAI DAMOR
Sub Registrar
S.R.O - VAGRA

(Signature)
MAHESHKUMAR DINESHBHAI DAMOR
Sub Registrar
S.R.O - VAGRA

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
1	PAYAL PROPERTIES PRIVATE LIMITED ની અધિકૃત અધિકારી Kamalbhai Bipinbhai Joshi AACCP0053H C/7/67/P, GIDC VAPI, TA.Vapi, Dist- Valsad				<i>(Signature)</i>

Claiming

1 NEOGEN IONICS LIMITED ની અધિકૃત
અધિકારી HARIN HARIDAS KANANI
ABEPK4212D
1002, 10Th Floor, Dev Corpora, Opp.
Cadbury Junction, Eastern Express
Highway, Thane (W), 400601



(Signature)

Executing Party
admits execution



(Signature)

(Signature)

(G2.0) 15/12/2023 1:47 PM

WGR		
3919	31	198
2023		

1 AFZAL RAFIKBHAI RAJ
,Vata Faliyu,,Pakhajan,VAGRA (વડોદરા),BHARUCH
(ભરૂચ),GUJARAT (ગુજરાત),392140



2 KIRTISINH BHAIKAVSINH SOLANKI
,Solanki Faliyu,,Champeli,LUNAWADA
(જુહાપુરા),PANCHMAHAL (પંચમહાલ),GUJARAT
(ગુજરાત),388270



State that they personally known above named
executant and Indetifies him/them.

1

Pr. A. A.

2

St. 10.5

Date: 15 Month: December -2023

MAHESHKUMAR DINESHBHAI DAMOR

MAHESHKUMAR DINESHBHAI DAMOR
Sub Registrar
S.R.O - VAGRA

Received Copies of Certified Evidence of Seller, Buyer and
Identifiers of Document

Date: 15/12/2023

MAHESHKUMAR DINESHBHAI DAMOR

MAHESHKUMAR DINESHBHAI DAMOR
Sub Registrar
S.R.O - VAGRA



W) 15/12/2023 3:38 PM

WGR	
3919	3232
2023	

1	Book No.	3919	Registered No.
Date: 15-12-2023			

Mahesh Kumar

MAHESHKUMAR DINESHBHAI DAMOR
Sub Registrar
S.R.O - VAGRA

