1- 07898/13 8439 KM/ 104 RED 2185 भारत TEN 64 RUPEES रुपये **ফ.10 Rs.10** INDIA NON JUDICIAL and पश्चिम बंगाल WEST BENGAL পশ্চিমৰজ্ঞা 72AA 609146 Certified that the document is admitted to registration. The Signature sheet and the enclorsement sheets attached with this document are the part of this danument. Addi. District Sub-Registrar 0 2 SEP 2013 CONVEYANCE 5th August, 2013 Date: 1. 2. Place: Kolkata LT] of Jaba Alikazi by the per of 3. Parties: Jogenter purson . Hondolo Bernard Fann

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For GERANIUM PROJECTS PRIVATE LIMITED

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Addl. District Sub-Registrar Bauripur, South 24 Parganas

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- 3.1 **Iman Ali Kazi**, son of Late Safer Ali Kazi, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.2 **Iqbal Ali Kazi**, son of Late Safer Ali Kazi, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas (collectively **Vendors**, includes successors-in-interest)

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3.3 Geranium Projects Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar [PAN AAECB9137G], represented by its authorized signatory, Naresh Ladha, son of Radhe Shyam Ladha, of 4th Floor, Flat No. 402, Kundan Bye Lane, Police Station Liluah, Howrah-711204.

(Purchaser includes successors-in-interest).

Vendors and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 Said Property: Land classified as sali (agricultural) measuring 1.65 (one point six five) decimal, more or less [equivalent to 0.9982 (zero point nine nine eight two) cottah, more or less] out of 11 (eleven) decimal, being portion of R.S./L.R. Dag No. 42, recorded in L.R. Khatian No. 689, Moaza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet (HGP), Sub-Registration District Baruipur, District South 24 Parganas, more fully described Schedule below, the said R.S./L.R. Dag No. 42 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon (Said Property), together with all title, benefits, easements, authorities, claims, demands. usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

5. Backgr ind, Representations, Warranties and Covenants

- 5.1 **Representations and Warranties Regarding Title:** The Vendors have made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 Ownership of Bahar Ali Sheikh: Bahar Ali Sheikh was the recorded and absolute owner of land classified as *sali* (agricultural) measuring 5.5 (five point five) decimal, more or less [equivalent to 3.3275 (three point three two seven five) *cottah*, more or less] out of 11 (eleven) decimal, being portion of R.S./L.R. *Dag* No. 42, recorded in L.R. *Khatian* No. 689, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Mother Property), free from all encumbrances.
- 5.1.2 Sale by Bahar Ali Sheikh: *i*y a Deed of Conveyance dated 2nd February, 1968, registered in the Office of Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I,

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Addl. District Ch-Registrar Bauripur, South 4 Parganas 0 5 AUG 2013

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Volume No. 19, at Pages 105 to 107, being Deed No. 869 for the year 1968, Bahar Ali Sheikh sold his right, title and interest in Mother Property, to Dulal Kanti Bayen, free from all encumbrances and for the consideration mentioned therein.

Purchase by Vendors: By Deed of Conveyance dated 5th August, 2013, registered 5.1.3in the Office of Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No. _____, at Pages _____ to _____, being Deed No. 7305 for the year 2013, the Vendors herein purchased the entirety of the Mother Property from Dulal Kanti Bayen, free from all encumbrances and for the consideration mentioned therein. The Said Property is a portion of the Mother Property and is also the subject matter of this conveyance.

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- Absolute Ownership of Vendors: In the abovementioned circumstances, the 5.1.4Vendors have become the joint and absolute owners of the Said Property out of the Mother Property.
- Representations, Warranties and Covenants Regarding Encumbrances: 5.2The Vendors represent, warrant and covenant regarding encumbrances as follows:
- No Acquisition/Requisition: The Vendors have not received any notice from 5.2.1any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of the Panchayet Authority or Government or any Statutory Body.
- No Excess Land: The Vendors do not hold any excess vacant land under the 5.2.2 Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- No Encumbrance by Act of Vendors: The Vendors have not at any time done or 5.2.3executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- Right, Power and Authority to Sell: The Vendors have good right, full power, 5.2.4absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- No Dues: No tax in respect of the Said Property is due to the local authority and/or 5.2.5any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendors.
- No Right of Pre-emption: No person or persons whosoever have/had/has any 5.2.6right of pre-emption over and in respect of the Said Property or any part thereof.
- No Mortgage: No mortgage or charge has been created by the Vendors by 5.2.7depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- Free From All Encumbrances: The Said Property is now free from all claims, 5.2.8demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, wakf, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under

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or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.

- 5.2.9 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendors will sell the Said Property to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and **together with** *khas*, vacant, peaceful and physical possession and the Purchaser will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).
- 6.2 **Surrender of Rights by Pushpadant Infrastructure Limited:** Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 2nd Floor, 10A, Hospital Street, Police Station Bowbazar, Kolkata-700072 **[PAN AAFCP1441G]** has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pushpadant Infrastructure Limited hereby surrenders/releases such claims in favour of the Purchaser.

7. Transfer

- 7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the **Schedule** below, being land classified as *sali* (agricultural) measuring 1.65 (one point six five) decimal, more or less [equivalent to 0.9982 (zero point nine nine eight two) *cottah*, more or less] out of 11 (eleven) decimal, being portion of R.S./L.R. *Dag* No. 42, recorded in L.R. *Khatian* No. 689, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. *Dag* No. 42 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.90,000/- (Rupees ninety thousand) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby as well as by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

8. Terms of Transfer

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.

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- Absolute: absolute, irreversible and perpetual. 8.1.2
- Free from Encumbrances: free from all claims, demands, encumbrances, 8.1.3 mortgages, charges, liens, attachments, lis pendens, uses, wakf, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- Together with All Other Appurtenances: together with all other rights the 8.1.4 Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- Subject to: The transfer being effected by this Conveyance is subject to: 8.2
- Indemnification: Indemnification by the Vendors about the correctness of the 8.2.1 Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify.
- Transfer of Property Act: All obligations and duties of vendor and vendee as 8.2.2 provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- Delivery of Possession: Khas, vacant, peaceful and physical possession of the Said 8.3 Property have been handed over by the Vendors to the Purchaser.
- Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or 8.4 on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- Holding Possession: The Vendors hereby covenant that the Purchaser and the 8.5 Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors and it is further expressly and specifically covenanted, confirmed and declared by the Vendors that notwithstanding anything contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendors, the Vendors shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the Dag (from which the Said Property has

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Addl. District Sub-Registrar Baueipur, South 24 Parganas 0 5 AUG 2013 been carved out) is land-locked and does not have any public or private means of access and the Vendors hereby expressly waive, surrender and give up each and everyone of the aforesaid rights.

8.6 **Indemnity:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss. damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any encumbrance on the Said Property.

- No Objection to Mutation and Conversion: The Vendors covenant, confirm 8.7 and declare that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (a) consent to the same and (b) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendors are fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendors hereby expressly (a) consent to the same, notwithstanding the nature of use and classification of the balance portion of the Dag (from which the Said Property has been carved out) being and remaining agricultural and (b) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendors undertake to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof from agricultural to nonagricultural/housing and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

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Schedule (Said Property)

Land classified as *sali* (agricultural) measuring 1.65 (one point six five) decimal, more or less [equivalent to 0.9982 (zero point nine nine eight two) *cottah*, more or less] out of 11 (eleven) decimal, being portion of R.S./L.R. *Dag* No. 42, recorded in L.R. *Khatian* No. 689, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. *Dag* No. 42 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North	:	By R.S./L.R. <i>Dag</i> No. 41
On the East	:	By R.S./L.R. Dag No. 44
On the South	:	By R.S./L.R. Dag No. 43
On the West	:	By R.S./L.R. <i>Dag</i> No. 40

Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

Mouza	R.S./ L.R. Dag No.	L.R. <i>Khatia</i> n Nos.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Hariharpur	42	689	11.00	1.65	Bahar Ali Sheikh

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9. **Execution and Delivery**

In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

気」のころの [Iman Ali Kazi]

[Vendors]

[Iqbal Ali Kazi]

Read over and explained the contents of this document by me to the Vendors in Bengali language, who after understanding the meaning and purport of this document, put his LTI/signature in my presence.

Signature Jaganta Kuncz Condoe.

Narch Leithe.

[Geranium Projects Private Limited] [Authorized Signatory] [Purchaser]

Ørafted by Advocate

High Court, Calcutta

Witnesses: that Signature: Sing adesh Name: ___ Father's Name: Kaghaw ji Sirgh: Address: 89/17 Barger Park Riphan, Hoog

Kumae Mondor. Signature:

Name: Jayanta Mondal alias Bapi Mondal

Father's Name: Krishnapada Mondal

Address: Village Baruli, Post Office Dakshin Gobindapur, Police Station Sonarpur Kolkata-700144

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Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.90,000/-**(**Rupees ninety thousand**) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Cash	05.08.2013		90,000/-
		Total	90,000/-

Kazi by the per F- Jayante 2211 1 21 120 150 [Iqbal Ali Kazi] [Iman Ali Kazi] [Vendors]

Witnesses:

Signature_Anegh Name: Aadesh Sirgh.

Signature Jayanta Kumaarron boc

Name: Jayanta Mondal alias Bapi Mondal

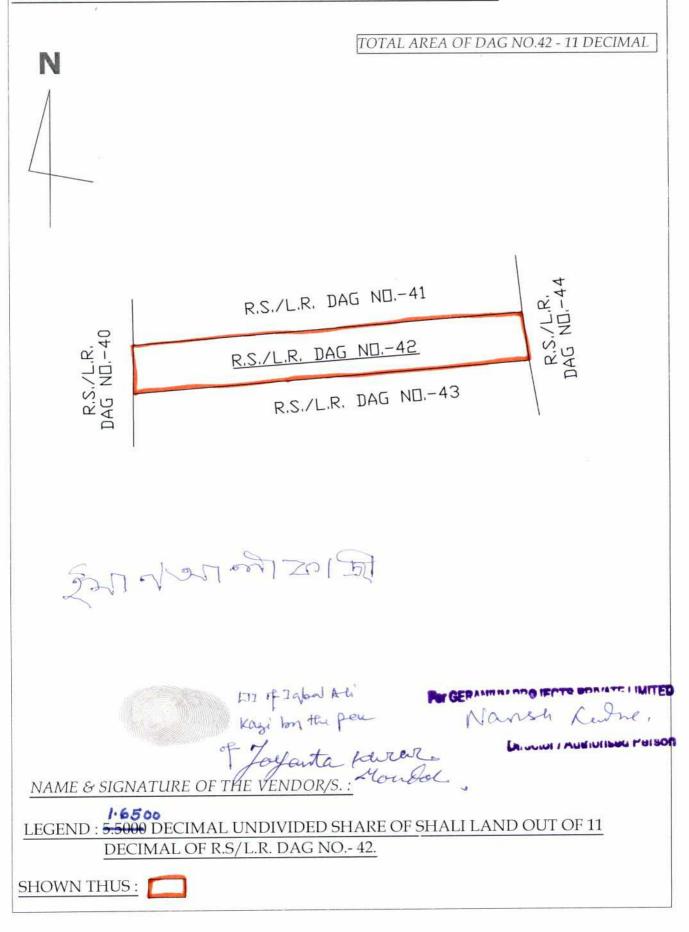
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SITE PLAN OF R.S./L.R. DAG NO.- 42 L.R. KHATIAN NO.-689 MOUZA -HARIHARPUR J.L. NO.- 11, P.S.-BARUIPUR, UNDER HARIHARPUR GRAM PANCHAYET DIST.- SOUTH 24 PARGANAS.



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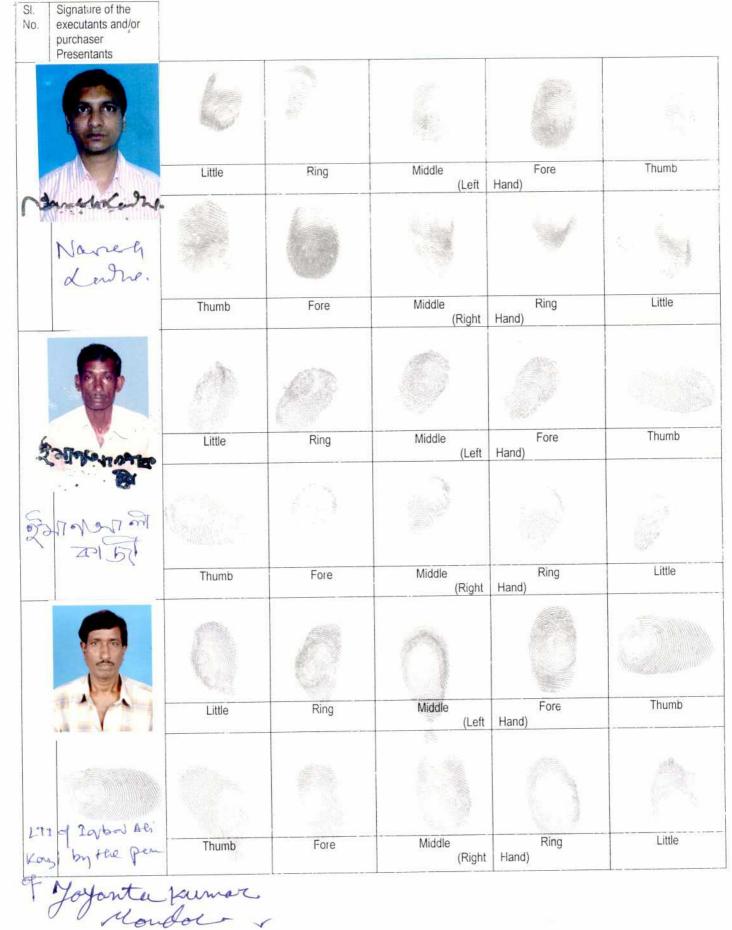
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Addl. District Sub-Registrar Bauripur, South 24 Parganas

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Addl. Distric Sub-Registrar Bauripur, South 24 Parganas

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Government Of West Bengal Office Of the A.D.S.R. BARUIPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 07898 of 2013

(Serial No. 08439 of 2013 and Query No. 1611L000016494 of 2013)

On 05/08/2013

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

Presented for registration at 22.15 hrs on :05/08/2013, at the Private residence by Iman Ali Kazi , one of the Executants.

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

Execution is admitted on 05/08/2013 by

- 1. Iman Ali Kazi, son of Lt. Safer Ali Kazi, Village:Hariharpur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Cultivation
- 2. Iqbal Ali Kazi, son of Lt. Safer Ali Kazi, Village:Hariharpur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession : Cultivation

3. Naresh Ladha

Authorized Signator, Geranium Projects Pvt. Ltd., 84a Chattaranjan Avenue, , Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-12.

, By Profession : Business

Identified By Jayanta Mondal, son of Krishna Pada Mondal, Village:Baruli, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

(Panchali Munshi) ADDITIONAL DISTRICT SUB-REGISTRAR

On 08/08/2013

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,80,000/-

Certified that the required stamp duty of this document is Rs.- 9010 /- and the Stamp duty paid as: Impresive Rs.- 10/-

(Panchali Munshi) ADDITIONAL DISTRICT SUB-REGISTRAR

On 02/09/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Article number : 23, 5 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

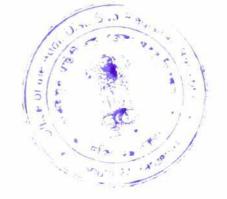
Payment of Fees:

Amount by Draft

(Paychali Munshi) ADDITIONAL DISTRICT SUB-REGISTRAR EndorsementPage 1 of 2



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Government Of West Bengal Office Of the A.D.S.R. BARUIPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 07898 of 2013

(Serial No. 08439 of 2013 and Query No. 1611L000016494 of 2013)

Rs. 1996/- is paid , by the draft number 052997, Draft Date 19/08/2013, Bank Name State Bank of India, Calcutta, received on 02/09/2013

(Under Article : A(1) = 1969/-, E = 7/-, Excess amount = 20/- on 02/09/2013)

Deficit stamp duty

Deficit stamp duty Rs. 9030/- is paid , by the draft number 052996, Draft Date 19/08/2013, Bank : State Bank of India, Calcutta, received on 02/09/2013

(Panchali Munshi) ADDITIONAL DISTRICT SUB-REGISTRAR



EndorsementPage 2 of 2



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 19 Page from 2761 to 2775 being No 07898 for the year 2013.



(Panchali Munshi) 03-September-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BARUIPUR West Bengal

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