



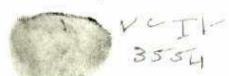
GERANTUM PROJECTS PRIVATE LIMITED

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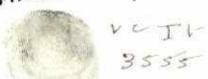
Director / Addition and Signatory



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LTIY Gita Das byla Par & Sitasa Magar

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Stell. Mondal 5/0 Lt Dhanapati Mondal 30/1, Sahapur Leain Roma Kolkala 700038 Burines.



Add District Sub-Registrar Bauriper, South 24 Parganas

- 3.2 Sushil Das, son of Late Kartik Chandra Das, residing at Village Purva Jayanagar. Roy Para, Post Office - Dakshin Gobindpur, Police Station - Sonarpur, Kolkata -700145, District South 24 Parganas
- 3.3 Anil Das, son of Late Kartik Chandra Das, residing at Village Purva Jayanagar, Roy Para, Post Office - Dakshin Gobindpur, Police Station - Sonarpur, Kolkata -700145, District South 24 Parganas
- 3.4 Minati Maity, wife of Shankar Maity, residing at 26D/1, Sahapur Main Road, Behala, Ward No. 118, Kolkata, South 24 Parganas

(collectively **Vendors**, includes successors-in-interest)

And

3.5 Geranium Projects Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Police Station Bowbazar, Kolkata-700012 [PAN AAECB9137G], represented by its authorized signatory Naresh Ladha, son of Radhe Shyam Ladha, of 4th Floor, Flat No. 402, 1A, Kundan Bye Lane, Police Station Liluah, Howrah-711204.
(Purchaser, includes successors-in-interest)

Vendors and Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as sali (agricultural) measuring 20 (twenty) decimal [equivalent to 12.1212 (twelve point one two one two) cottah], more or less, out of 35 (thirty five) decimal, being the portion of R.S./L.R. Dag No. 21, recorded in L.R. Khatian No. 101, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet (HGP), Sub-Registration District Baruipur, District South 24 Parganas, more fully described in the Schedule below and the said R.S./L.R. Dag No. 21 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 Vendors in the Said Property and appurtenances and inheritances for access and user thereof.
- 5. Background, 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 Mother Property: Kartik Chandra Das was the recorded owner of sali (agricultural) land measuring 35 (thirty five) decimal, more or less, out of 35 (thirty five) decimal, being the entirety of R.S./L.R. Dag No. 21, recorded in L.R. Khatam No. 101, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Mother Property), free from all encumbrances. The Said Property is a portion of the Mother Property and the subject of this conveyance.



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A.J.H. District Sub Registrar Barripur, South 24 Reganas

- 5.1.2 Demise of Kartik Chandra Das: Kartik Chandra Das, a Hindu, governed by the Dayabhaga School of Hindu Law, died mtestate leaving behind him surviving, his wife, Gita Das (Vendor No. 3.1 hereinabove), his 4 (four) sons, namely, Sushil Das (Vendor No. 3.2 hereinabove), Sunil Das, And Das (Vendor No. 3.3 hereinabove), Nikhil Das and his 2 (two) daughters, namely, Latika Bag and Minati Maity (Vendor No. 3.4 hereinabove), as his only legal heirs and heiresses, who jointly and in equal share inherited the right, title and interest of Late Kartik Chandra Das in the Mother Property. Thus, the Vendors became the joint owners of the Said Property out of the Mother Property.
- 5.1.3 Absolute Ownership of Vendors: In the abovementioned circumstances, the Vendors have become the undisputed and absolute owners of the Said Property, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any 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.
- 5.2.2 No Excess Land: The Vendors do not hold any excess vacant land under the 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.
- 5.2.3 No Encumbrance by Act of Vendors: The Vendors have not at any time done or executed 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.
- 5.2.4 Right, Power and Authority to Sell: The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendors.
- 5.2.6 No Right of Pre-emption: No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 Free From All Encumbrances: The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, 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 and the title of the Vendors to the Said Property is free, clear and marketable.

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Addl. District Sub Togistrar Buuripur, South 24 Pargunas

- 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**

- Agreement to Sell and Purchase: The basic understanding between the Parties is 6.1 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).
- Surrender of Rights by Pushpadant Infrastructure Limited: Pushpadant 6.2 Infrastructure Limited, having its registered office at Room No. 205, 2nd Floor, 10A, Hospital Street, Police Station Bowbazar, Kolkata-700072 [PAN AAFCP14416] 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

- 7.1Hereby 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 20 (twenty) decimal [equivalent to 12.1212 (twelve point one two one two) cvttah], more or less, out of 35 (thirty five) decimal, being the portion of R.S./L.R. Dag No. 21, recorded in L.R. Khatian No. 101, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. Dag No.21 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.36,00,000/- (Rupees thirty six lac) 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:
- Sale: a sale within the meaning of the Transfer of Property Act, 1882. 8.1.1
- Absolute: absolute, irreversible and perpetual. 8.1.2



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Addl. District Stb-Registrar Bourspor, South & Parganas

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- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, 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.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the 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.
- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: Indemnification by the Vendors about the correctness of the 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.
- 8.2.2 Transfer of Property Act: All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: Khas, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendors to the Purchaser.
- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or 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.
- 8.5 Holding Possession: The Vendors hereby covenant that the Purchasers and its successors-in-interest and 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 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.
- 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.
- 8.7 No Objection to Mutation: The Vendors declare that the Purchaser's shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchaser

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A fdl. District Jub-Registrar Bancipur, South 24 Parganas

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 for causing mutation of the Said Property in the name of the Purchaser 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.

Schedule (Said Property)

Land classified as sah (agricultural) measuring 20 (twenty) decimal [equivalent to 12.1212 (twelve point one two one two) cottah], more or less, out of 35 (thirty five) decimal, being the portion of R.S./L.R. Dag No. 21, recorded in L.R. Khatian No. 101, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas, the said Dag No. 21 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. Dag No. 12

On the East: By R.S./L.R. Dag No. 96

On the South : By R.S./L.R. Dag No. 22

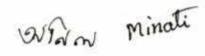
On the West : By R.S./L.R. Dag No. 20

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	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Khas Mallick	21	101	35	, 20.00	Kartik Chandra Das
			Total	20.00	





And Oist Supposition Parties

Addl. District Jub-Registrar Bauripur, South 24 Parganas

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[Sushil Das]
Minati Maity
[Minati Maity]
His went and the first factor

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

Witnesses:

Signature: Gobundopur

Signature S Name: Bapi Mondal

Father's Name: Krishna Pada Mondal

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

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Addl. District Ab-Registrar 3 peripur, South & Parganas

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Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.36,00,000/-(Rupees thirty six lac) 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 Pay Order vide No. 005701	05/08/12	ICIC Bonk	9,00,000/-
By Pay Order vide No. 605702	06/08/12	Icici Bank	9,00,000/-
By Pay Order vide No. 00 5 7 0 3	06/08/12	Icici Bank	9,00,000/-
By Pay Order vide No. 005704	06/08/12	ICICI Bank	9,00,000/-
		Total	36,00,000/-

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Supren. Mindres	Sixon Mode
[Gita Das]	[Sushil Das]

Minati Maity [Anil Das]

[Vendors]

[Minati Maity]

Witnesses:

Name: Bapi Mondal



Addi District Sph-Registrar Bauripur, South & Parganas

SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
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	Nansh Ladhe,					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
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Addl, District Ab-Registrar Bouripur, South 84 Parganas

SPECIMEN FORM TEN FINGER PRINTS

SI. Signature of the executants and/or purchaser Presentants					
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rinate Maity	Thumb	Fore	Middle (Right	Ring Hand)	Little
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Sapreed Mosta	No. Thumb	Fore	Middle (Right	Ring Hand)	Little
Japan					
	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Thumb	Fore	Middle	Ring	Little
	Thumb	1 010	(Right	Hand)	Little



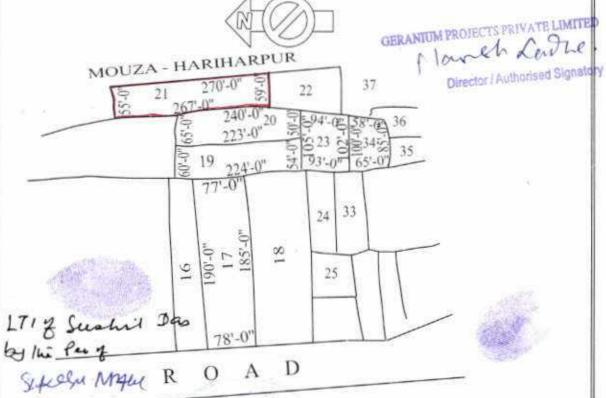
Addl, District Sub-Registrar Baumpur, South 24 Parganas

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SITE PLAN

SHOWING THE POSITION AT MOUZA - KHASMALLLICK, J.L. NO. 35, HARIHARPUR GRAMPANCHAYAT, UNDER P.S. - BARUIPUR, DIST. - SOUTH 24 PARGANAS

R.S. & L.R.DAG NO.	AREA OF LAND	PURCHASE AREA
21	35 DEC.	20 DEC.



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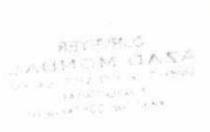
VENDOR SIGNATURE

Trace by Azad Mandal

Folkata-700144

PURCHASER SIGNATURE/2011

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Addl, District Sub-Registrar Bauripur, South 24 Parganas



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

Endorsement For Deed Number: I - 10166 of 2012 (Serial No. 09111 of 2012)

On

Payment of Fees:

On 06/08/2012

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

Presented for registration at 18.32 hrs on :06/08/2012, at the Private residence by Naresh Ladha .Claimant.

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

Execution is admitted on 06/08/2012 by

- Gita Das, wife of Lt. Kartick Chandra Das , Village: Purba Jaynagar Roy Para, Thana: -Sonarpur, P.O. -- District: -South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- Sushil Das, son of Lt. Kartick Chandra Das, Village: Purba Jaynagar Roy Para, Thana: -Sonarpur, P.O.
 District: -South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- Anil Das, son of Lt. Kartick Chandra Das, Village: Purba Jaynagar Roy Para, Thana: -Sonarpur, P.O.:-District: -South 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession: Others
- Minati Maity, wife of Shankar Maity, 26 D/1 Sahapur Main Road Behala, P.O.:-, District:-Kolkata, WEST BENGAL, India, , By Caste Hindu, By Profession: House wife
- 5. Naresh Ladha

Authorized Signatory, Geranium Projects Pvt. Ltd., 84 A Chittaranjan Avenue, P.O.: , District: Kolkata, WEST BENGAL, India, .

. By Profession : Business

Identified By Sukesh Mondal, son of Lt. Dhanapati Mondal, 30/1 Sahapur Main Road, P.O.:-District:-Kolkata, WEST BENGAL, India, Pin:-700038, By Caste: Hindu, By Profession: Business.

(Panchali Munshi) ADDITIONAL DISTRICT SUB-REGISTRAR

On 08/08/2012

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 -42,42,420/-

Certified that the required stamp duty of this document is Rs.- 254555 /- and the Stamp duty paid as: Impresive Rs.- 10/-

(Panchali Munshi) ADDITIONAL DISTRICT SUB-REGISTRAR

On 11/10/2012

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

(Panchali Munshi)
ADDITIONAL DISTRICT SOB-REGISTRAR
EndorsementPage 1 of 2

11/10/2012 14:38:00





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

Endorsement For Deed Number : I - 10166 of 2012

(Serial No. 09111 of 2012)

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 Cash

Rs. 0.00/-, on 11/10/2012

Amount by Draft

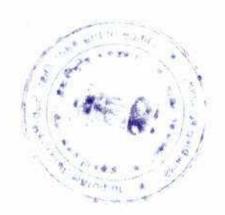
Rs. 46669/- is paid, by the draft number 036315, Draft Date 13/08/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 11/10/2012

(Under Article: A(1) = 46662/- ,E = 7/- on 11/10/2012)

Deficit stamp duty

Deficit stamp duty Rs. 254555/- is paid, by the draft number 036314, Draft Date 13/08/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 11/10/2012

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 32 Page from 101 to 115 being No 10166 for the year 2012.



(Panchali Munshi) 10-October-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BARUIPUR West Bengal