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. District Sub-Registrar Lauripur, South 24 Parganes

2.3 MAY 2012

CONVEYANCE

May 2012 1.

DENNISH DES

2. Place: Kolkata

3. Parties:

3.1 Charubala Sardar alias Charubala Dasi, wife of Late Fakir Chandra Sardar, residing at Village Khas Mallick, Post Office Dakshin Gobindapur, Khas Mallick, Police Station Baruipur, Kolkata-700145, South 24 Parganas (Vendor, includes successors-in-interest)

Nanst Lade.

1282 NCIL

GERANIUM PROJECTS PRIVATE LIMITED
Nouvel Lande.

Director / Authorised Signatory

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Addl. District Sub-Registrar Bauripur, South 24 Parganas

1 D MAY 2012

Latine Sardan W/o Byon Sardan Khas Mallick, P.S Barenipus 1601-145, 24 fargan 15) House wofe

And

3.2 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)

Vendor and Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

Said Property: (1) Danga land measuring 3.5 (three point five) decimal, more or 4.1 less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 10, recorded in L.R. Khatian No. 165, 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 Part I of the 1st Schedule below, the said R.S./L.R. Dag No. 10 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon (First Property) And (2) danga land measuring 3.5 (three point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 11, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part II of the 1st Schedule below, the said R.S./L.R. Dag No. 11 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour Green thereon (Second Property). The First Property and the Second Property all more fully and collectively described in the 2nd Schedule below (collectively 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. Background, Representations, Warranties and Covenants

- 5.1 Representations and Warranties Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 Purchase of Charubala's Property: By a Deed of Conveyance in Bengali Language (Kobala) dated 6th February, 1961, registered in the Office of the Sub-Registrar, Baruipur, in Book No. 1, Volume No. 18, at Pages 177 to 179, being Deed No. 696 for the year 1961, the Vendor purchased from Indu Bhusan Das and Binod Behari Das, (1) danga land measuring 16 (sixteen) decimal, more or less, being the entirety of R.S./L.R. Dag No. 10, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Vendor's First Land) And (2) danga land measuring 16 (sixteen) decimal, more or less, being the entirety of R.S./L.R. Dag No. 11, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Vendor's Second Land), free from





Addl. District Sub-Registrar Baurigus, South A Parganas

1 0 MAY 2012

- all encumbrances and for the consideration mentioned therein. Vendor's First Land and Vendor's Second Land (collectively **Vendor's Total Land**). The Vendor is the recorded raiyat of Vendor's Total Land vide L.R. Rhatian No. 165. The Said Property is a part of the Vendor's Total Land and is the subject matter of this Deed of Conveyance.
- 5.1.2 Absolute Ownership of Vendor: In the aforesaid circumstances, the Vendor has become the undisputed and absolute owner of the Said Property formed out of the Vendor's Total Land, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares 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 Vendor does 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 Vendor: The Vendor has 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 Vendor has 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 Vendor.
- 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 Vendor 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, bargudars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor 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.





Addl. District Sub-Registrar South JX-Parganas 1 0 MAY 2012

5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor 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 Vendor 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 has agreed to surrender/release such claims in favour of the Purchaser.

7. Transfer

- 7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the 2nd Schedule below, being (1) the First Property, i.e. danga land measuring 3,5 (three point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 10, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part I of the 1st Schedule below, the said R.S./L.R. Day No. 10 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon And (2) the Second Property, i.e. danga land measuring 3.5 (three point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 11, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part II of the 1st Schedule below, the said R.S./L.R. Dag No. 11 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon, all 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, free from all encumbrances.
- 7.2 Total Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.14,84,847/- (Rupees fourteen lac eighty four thousand eight hundred and forty seven) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

8. Terms of Transfer

8.1 Salient Terms: The transfer being effected by this Conveyance is:





Addl. District Sub-Registrar Bouripur, South 24 Pargenas

1 0 MA 2012

- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: absolute, irreversible and perpetual.
- 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 Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendor has 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 Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, 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: Khus, vacant peaceful and physical possession of the Said Property have been handed over by the Vendor 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 Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendor hereby covenants that the Purchaser 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 Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.6 Indemnity: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor 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





Addl. District Sub-Registrar Bauripur, South 24 Perganas 1 0 May 2012

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 Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes 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 Vendor undertakes 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 Vendor hereby covenants that the Vendor 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.

1st Schedule Part I (First Property)

Danga land measuring 3.5 (three point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 10, recorded in L.R. Khatian No. 165, 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. 10 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 Nos. 1 and 88

On the East : By R.S./L.R. Day No. 12

On the West : By R.S./L.R. Dag Nos. 9 and 1

Part II (Second Property)

: By R.S./L.R. Day No. 11

Danga land measuring 3.5 (three point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 11, recorded in L.R. Khatian No. 165, 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. 11 being delineated and demarcated on the Plan annexed hereto and bordered in colour Green thereon and butted and bounded as follows:

On the North : By R.S./L.R. Dag No. 10

Byr

On the South



Addl. District Sub-Registrar Bauripur, South 24 Paganas

1 0 May 2012

On the East

: By R.S./L.R. Dag No. 12

On the South

: By R.S./L.R. Dag No. 13

On the West

: By L.R. Dag Nos. 8 and 9

2nd Schedule (Said Property) [Subject matter of Sale]

Danga land measuring 3.5 (three point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 10, recorded in L.R. Khatian No. 165, 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 and described in Part-I of the 1st Schedule above.

Danga land measuring 3.5 (three point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 11, recorded in L.R. Khatian No. 165, 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 and described in Part-II of the 1st Schedule above.

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.

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	10	165	16	3.5	Charubala Sardar alias Charubala Dasi
Khas Mallick	11	165	16	3.5	Charubala Sardar alias Charubala Dasi
			Total	7.00	

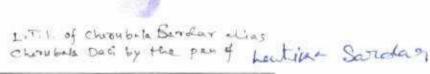




Addl. District Sub-Registrar Bansipur, South 24 Parganas

1 0 MAY 2012

- 9. Execution and Delivery
- 9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.



[Charubala Sardar *alias* Charubala Dasi] [Vendor]

Mansh Ceuru.

Director / Authorised Signatory

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

JAUTUSH CHAUDHURI)

Witnesses:

Signature Shilo noth parameters Signature Bopt Mondoc

Name Shilo noth Dar Birean Name Kraishno Pada Mondoc

Father's Name dale Silent oh DarBine Father's Name

Address vill - Kharmallick. P.O. pakshin Address VII - Boo Colli p. C. H. gob in Lapluz

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Dist- 24 Pas games South) P.S. Stenar pur Cal-1441



Addl. District Sub-Registrar Bauripur, Soute 24 Parganas

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.14,84,847/-(Rupees fourteen lac eighty four thousand eight hundred and forty seven) towards full and final payment of the consideration for sale of the Said Property described in the 2nd Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order vide No.	09.05.2012	ICICI Bank, Portuguese Church Street, Kolkata- 700001	3,75,000/-
By Pay Order vide No.	09.05.2012	ICICI Bank, Portuguese Church Street, Kolkata- 700001	3,75,000/-
By Pay Order vide No.	09.05.2012	ICICI Bank, Portuguese Church Street, Kolkata- 700001	3,75,000/-
By Cash	09.05.2012		3,59,847/-
		Total	14,84,847/-

Litil of charubola Sandar ellas charubola Das by the par of Lautine Sandar.

[Charubala Sardar alias Charubala Dasil [Vendor]

Witnesses:

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Name Shile work Don Brown Name Sop 1 Konbot.



Addl. District Sub-Registrar Bauripur, South 24 Parganas

1 0 Mm. 2012

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	Chorubala					
	Charubala Sardar by The Peny Luline Serder	Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right	Ring Hand)	Little

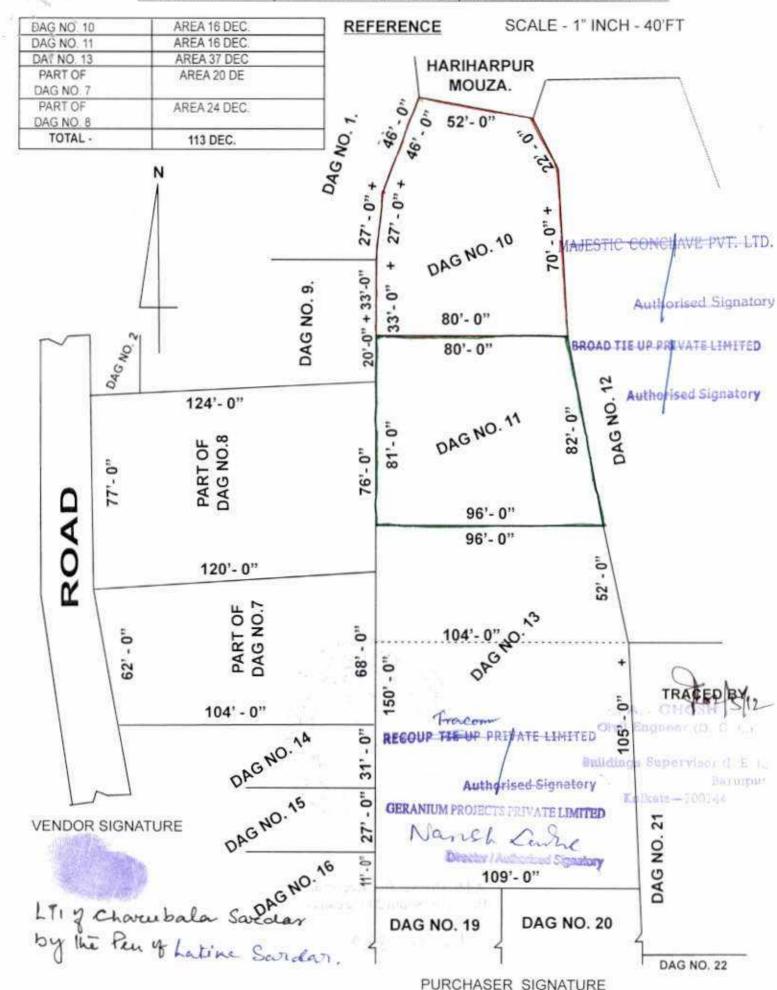


Addl, District Sub-Registrar Bauripur, Sound 24 Purganas

1 0 Mm 2012

SITE PLAN

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





Addl. District Sub-Registrar Bauripur, South 24 Parganas

1 0 MAY 2012



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

Endorsement For Deed Number: 1 - 05118 of 2012

(Serial No. 05242 of 2012)

On

Payment of Fees:

On 10/05/2012

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

Presented for registration at 18.25 hrs on :10/05/2012, at the Private residence by Naresh Ladha ,Claimant.

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

Execution is admitted on 10/05/2012 by

- Charubala Sardar Alias Charubala Dasi, wife of Lt. Fakir Chandra Sardar , Village:Khasmallick, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : House wife
- 2. Naresh Ladha

Signatory, Geranium Projects Pvt. Ltd., 84 A Chittaranjan Avenue, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700012

, By Profession : Business

Identified By Latika Sardar, wife of Bijon Sardar, Village:Khasmallick, Thana:-Baruipur, District:-South-24-Parganas, WEST BENGAL, India, P.O. -, By Caste: Hindu, By Profession: House wife.

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 15/05/2012

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.-14,84,848/-

Certified that the required stamp duty of this document is Rs.- 74252 /- and the Stamp duty paid as: Impresive Rs.- 10/-

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 23/05/2012

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/-

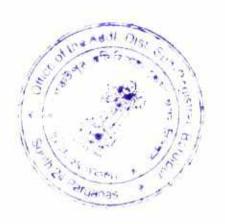
Payment of Fees:

Amount By Cash

ADDITIONAL DISTRICT SUB-REGISTRAR

23/05/2012 13:54:00

EndorsementPage 1 of 2





Government Of West Bengal

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

Endorsement For Deed Number: I - 05118 of 2012

(Serial No. 05242 of 2012)

Rs. 0.00/-, on 23/05/2012

Amount by Draft

Rs. 16331/- is paid, by the draft number 427211, Draft Date 10/05/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 23/05/2012

(Under Article: A(1) = 16324/- ,E = 7/- on 23/05/2012)

Deficit stamp duty

Deficit stamp duty Rs. 74252/- is paid, by the draft number 427225, Draft Date 10/05/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 23/05/2012

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 16 Page from 3867 to 3881 being No 05118 for the year 2012.



(Panchali Munshi) 24-May-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BARUIPUR
West Bengal