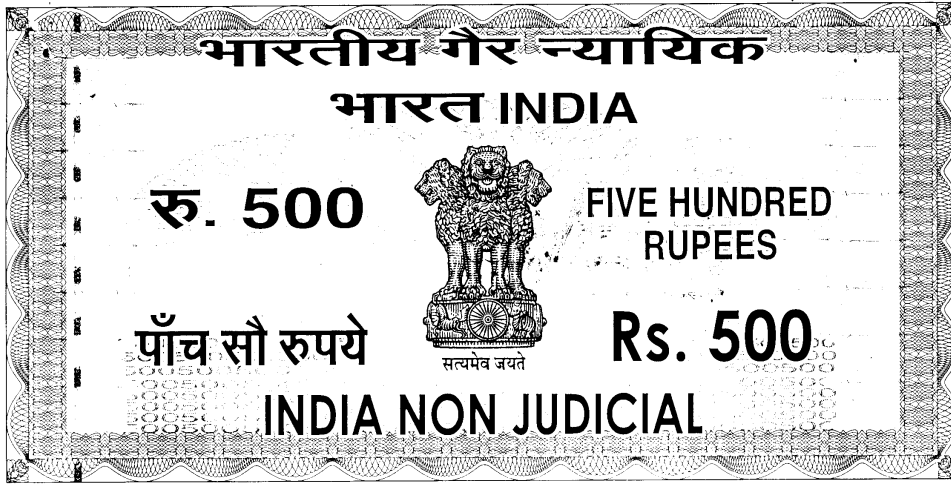


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P-04607/2013



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

L 005840

(Faint, illegible text, possibly a signature or official stamp)

21 AUG 2013

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this 19th day of August, 2013
(Two Thousand and thirteen) at Kolkata

(Handwritten notes and signatures)
2013
5.30 PM
VC-964/13

BETWEEN

16 AUG 2013

No. 12704 Rs. 500 Date
 Name: Subhankar Das
 Address: G. S. S. S. L. P. Rd. K. 20
 Vendor: Subhankar Das
 Alipur Collectorate, 24 Pgs (S)
SUBHANKAR DAS
STAMP VENDOR
 Alipur Police Court Kol - 27

PAHARPUR COOLING TOWERS LTD.

Purnaj Dutt

ve 19
 no 2337

PAHARPUR COOLING TOWERS LTD.

Purnaj Dutt

Authorised

Nirmal Kumar Bramania
 Late Khagen Das Nath Bramania
 Vill - earbur.
 P.O. P/Chamni
 P.S. Bishnubur.
 Business.



A.D.S.R. BISHNUBUR
 Dist: South 24 Pgs

20.08.13

M/S. PAHARPUR COOLING TOWERS LTD. a Company incorporated under the Companies Act 1956, registered office of which is situated at 8/1/B, Diamond Harbour Road, P.S. Alipore, Kolkata 700027 represented by its Authorised Signatory **Mr. Pururaj Dutt** son of late Samar Dutt, hereinafter called and referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, representatives and assigns) of the **FIRST PART.**

A N D

BHATTER INFRASTRUCTURE PVT. LTD., a Private Ltd. Company incorporated under the Companies Act 1956, having its registered office at 14/1, Paul Mansion, 6, 1st floor, Bishop Lefroy Road, P.S. Bhawanipore, Kolkata - 700 020 represented by its Director **Mrs. Megna Bhatler** wife of Mr. Anubav Bhatler hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, representatives and assigns) of the **SECOND PART.**

WHEREAS :

1. At all material times one Panchu Charan Bhowmick son of late Debendra Nath Bhowmick was the absolute owner, seized and possessed of or otherwise well and sufficiently entitled to all that the piece and parcel of agricultural land having Rayati Dakhali Sattya measuring about 20 decimal pertaining to Dag No.241 and 19 decimal pertaining to Dag No.242, J.L. No. 22 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) by virtue of a Deed of Gift dated 10.11.1978 registered in the Sub Registrar Office at Bishnupur and recorded in Book No. I, Being No.6295 for the year 1978.
2. While seized and possessed of the said land, the said Panchu Charan Bhowmick had sold and transferred the said entire land measuring about 20 decimal pertaining to Dag No.241 and 19 decimal pertaining to Dag No.242, under Khatian No. 364, J.L. No. 22 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) in favour of one Balai Mondal, Charan Mondal, Rupchand Mondal and Kanai Mondal all sons of late Nagendranath Mondal for a valuable consideration, by virtue of a Deed of Conveyance dated 05.05.1982 registered in the Sub Registrar Office at Bishnupur and recorded in Book No. I, Volume No.46, Pages from 381 to 392, Being No.3469 for the year 1982.
3. By virtue thereof the said Balai Mondal, Charan Mondal, Rupchand Mondal and Kanai Mondal became the absolute joint owners of the said land measuring about 20 decimal pertaining to Dag No.241 and 19 decimal pertaining to Dag No.242 (each having an undivided 1/4th share measuring about 5 decimal pertaining to

Dag No. 241 and 4.75 decimal pertaining to Dag No. 242) under Khatian No.364, Pargana Magura, Collectorate Touzi No. 14, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south).

4. While seized and possessed of the said land, the said Rupchand Mondal and Kanai Mondal having mutated their names in the record of right under L.R. Khatian No.1127, 314 had sold and transferred their respective undivided 1/4th share each aggregating to land measuring about 10 decimal pertaining to Dag No. 241 and 9.50 decimal pertaining to Dag No. 242 under R.S. Khatian No.364, corresponding to L.R. Khatian No. 1127, 314, R.S. No.92, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) along with some other lands in favour of the present owner, M/s. Paharpur Cooling Towers Ltd. the vendor company herein, by virtue of a Deed of Conveyance dated 05.08.2008 registered in the Addl. District Sub Registrar Office at Bishnupur and recorded in Book No. I, Volume No.9, Pages 3562 to 3596, Being No.3107 for the year 2008.
5. By virtue thereof the said M/s. Paharpur Cooling Towers Ltd. thus became the absolute owner and seized and possessed of or otherwise well and sufficiently entitled to the said land measuring about 10 decimal pertaining to Dag No. 241 and 9.50 decimal pertaining to Dag No. 242 under R.S. Khatian No.364, corresponding to L.R. Khatian No. 1127, 314, R.S. No.92, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) morefully and particularly described in the schedule written hereunder and hereinafter referred to as 'the said land' without any interference or interruptions in any manner or nature whatsoever free from all encumbrances.
6. The said agricultural (Sali) land is free from all encumbrances, charges, liens, lispendences, mortgage and / or any other nature whatsoever and have no acquisition or requisition or any other legal proceedings both civil and criminal under the jurisdiction of the Learned Court or elsewhere.
7. The purchaser Company herein came in contact with the vendor Company herein and expressed its desire to purchase the unutilized land appertaining to R.S. Dag No. 242 owned and possessed by the vendor herein as aforesaid and accordingly the vendor Company has also agreed and expressed its readiness to sell the said land measuring about 9.50 decimal pertaining to Dag No. 242 under R.S. Khatian No.364, corresponding to L.R. Khatian No. 1127, 314, R.S. No.92, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) morefully and particularly described in the SCHEDULE written hereunder and hereinafter referred to as 'The said lands' for a valuable consideration.
8. The purchaser Company has agreed to purchase and the vendor has agreed to sell the said lands as described in the schedule written hereunder at the agreed consideration of Rs.6,12,608/- (Rupees six lakhs twelve thousand six hundred

eight) only as specifically mentioned in the Memo of Consideration written hereunder.

NOW THIS INDENTURE WITNESSETH as under :

That in pursuance of the said agreement and in consideration of the said sum of Rs.6,12,608/- (Rupees six lakhs twelve thousand six hundred eight) only to be true and lawful money of the Union of India in hand to the Vendor company herein paid by the Purchaser Company at or before the execution of these presents, the receipt whereof the Vendor company does hereby by the receipt hereunder written admitted, acknowledged of the same and hereby acquit, release and forever discharge the Purchaser Company as well as ALL THAT piece and parcel of agricultural land measuring about 9.50 decimal pertaining to Dag No. 242 under R.S. Khatian No.364, corresponding to L.R. Khatian No. 1127, 314, R.S. No.92, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) more fully and particularly described in the schedule written hereunder and hereafter called and referred to as the "said lands" the Vendor Company does hereby grant, transfer, convey, sell, assign and assure to and unto and in favour of the Purchaser Company free from all encumbrances all that the schedule land drains, water, water courses, water supply, electricity and sewer line and other pipe lines etc. and other rights, liberties, easements, quasi-easements, appendages, appurtenances and estate right, title, interest, property claim whatsoever of Vendor's in the said property free from all encumbrances to hold the same absolutely and forever, comprising under Mouza - Bhasa, Police Station Bishnupur, now recorded in R.S. Dag No.242 under R.S. Khatian No.364 in the District of 24 Parganas (South) more fully and particularly mentioned and described in the schedule written hereunder and hereinafter referred to as the said property or HOWSOEVER OTHERWISE the said property now is or are at any time heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished together with all and singular erections, fixtures and fittings, sewers, drains, paths, passages, lights, rights, benefits of ancient or other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging to or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or taken or known as part and parcel of number thereof or appurtenant thereto with their and every of their appurtenances and the reversion and reversions, remainder and remainders and the rents, issues, profits of and from the said property in entirety hereby granted, sold, transferred, conveyed, assigned and assured or intended so to be and every part thereof AND all the estate, right, title, interest, inheritance, use, trust, possession, property claim and demand whatsoever both at law and in equity of the Vendor or in and upon the said property to be used by the Purchaser Company for any law full purposes only hereby granted, sold, transferred, conveyed, assigned or and/or intended so to be and also to the production and/or inspection for all lawful purposes upon payment of all costs and expenses thereof upon reasonable notice of all deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning

the said property or any part thereof concerning the said property at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendor **TO HAVE AND TO HOLD** the said property hereby granted, sold, transferred, conveyed, assigned and assured, or expressed or intended so to be unto and to the use of the purchaser Company absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever and the Vendor does hereby covenant with the purchaser Company that notwithstanding any act, deed, matter, assurance or thing whatsoever by the Vendor made, done, executed, occasioned or suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner or hindrance, lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person(s) lawfully or equitably claiming or to claim from under or in trust for the owners the right and privileges and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Vendor well and sufficiently saved and kept harmless and indemnified of from and against all and manner of former or other estates encumbrances, claims, demands, charges, liens, lispensensis, debts and attachments, whatsoever and made done executed occasioned or suffered by the Vendor or any person or to claim from under or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquitted, executed, discharged, or otherwise by the Vendor Company well and sufficiently saved and kept harmless and indemnified or otherwise estates, right, title, lease, mortgage, charges, trusts, wakf, debuttar, attachments, executions, lispensensis, claim, demand and encumbrances, whatsoever made done occasioned or suffered by the Vendor Company or any person or persons lawfully or equitably claiming or to claim by from through under or trust for the Vendor Company further that the Vendor Company and all persons having or lawfully claiming any estate, right, title, interest whatsoever in the said property hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendor Company shall and will from time to time and at all times hereafter at the request and cost of the Purchaser Company do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said property hereby granted, sold, transferred, conveyed, assigned, assured and confirmed and every part thereof unto and to the use of the Purchaser Company in the manner aforesaid shall or may be reasonably required AND that the Purchaser Company hereby covenants that the purchaser company will and shall maintain the said property and shall keep the same in good condition so that it may not cause and danger and/or prejudicially affect the other adjoining landowners or the persons claiming or to claim from through the Vendor Company or in trust for the Vendor into and upon the adjoining area of land belonging to the Vendor Company other than the said property hereby granted, sold, transferred, conveyed, assigned and assured or

expressed or intended so to be unto and to the use of the Purchaser Company for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever as aforesaid the Vendor Company has now in itself good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company in the manner aforesaid and that the purchaser Company shall and may from time to time and at all times hereafter peaceably and quietly hold, use, possess and enjoy the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company in the manner aforesaid and to receive the rents, issuance and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor Company or of the said property and that the purchaser company upon mutation in respect thereof will pay the rates and taxes relating to the said property.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows :

- a) There are no suits and/or proceedings and/or litigations pending in respect of the land or any part thereof;
- b) The right, title and interest of the vendor Company in the land is free from all encumbrances and/or alienation whatsoever and the Vendors have a good and marketable title thereto;
- c) The land or any part thereof is at present not affected by any requisition or any acquisition of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Vendor Company;
- d) Neither the land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax, Revenue or any other Public Demand;
- e) There is no statutory, judicial and/or quasi-judicial and/or departmental order and/or restrictions which may prevent the Vendor Company from selling and/or transferring the land in entirety to the Purchaser Company and/or the nominee/s of the Purchaser Company free from all encumbrances whatsoever;
- f) There are no charges or encumbrances relating to or on the land or any part thereof;
- g) The vendor Company is fully and sufficiently entitled and competent to sell the land to the Purchaser;
- h) Upon completion of purchase the Purchaser Company and/or its Transferee/s as the case may be shall acquire a clear and marketable title to the land and each and every part thereof;

- i) The representations and guarantee of the vendor Company mentioned hereinabove (hereafter collectively called 'the Said Representations') are true and correct;
- j) AND THAT the vendor Company has not at any time done or executed any deed, document or writing whereby the Subject Property and the Rights and Properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title;
- k) AND THAT the Subject land and the rights and properties appurtenant thereto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lis pendens, covenants, uses, bargadars, bhagchasis, debuttar, trusts made or suffered by the Vendor Company or any person or persons arising or lawfully, rightfully or equitably claiming any estate or interest therein from, under or in trust of the Vendor Company;
- l) AND THAT the Outgoings aforesaid including the rates, taxes, related interest and penalty, if any, in respect of the land upto the date of execution of these presents shall be borne and paid by the Vendor Company.
- iii) The vendor Company hereby confirms that the vendor Company has not created any mortgage, liens or any other charge or encumbrance over the Subject Property;
- ii) The vendor Company do hereby accord its consent to the Purchaser for mutation, separation and/or apportionment, amalgamation, etc. of the Subject Property in the Panchayat records, Land Reforms of and all the records of the government and/or semi-government and/or other statutory body and/or authority;
- o) The vendor Company hereby confirms that the Subject land is not vested under any act or statute and further confirms that the Subject land or any part or portion thereof has not been declared as non-transferable land by any Government or any body or authority;
- p) AND that on or before execution of these presents, the vendor Company has delivered physical possession of the land in question;

SCHEDULE ABOVE REFERRED TO

(the said land)

ALL THAT the piece and parcel of agricultural (Sali) land having rayati dkhali sattya measuring about **9.50 decimal** pertaining to **R.S. Dag No. 242** corresponding to L.R. Dag No.247 under R.S. Khatian No.364, corresponding to L.R. Khatian No. 1127, 314, R.S. No.92, J.L. No. 20 under **Mouza Bhasa**, Police Station Bishnupur, Dist. 24 Parganans (south) within the jurisdiction of District Sub Registrar - IV at Alipore and Sub Registrar office at Bishnupur, within the ambit of Paschim Bishnupur Gram Panchayat Area, together with all rights and liberties easements, appendages, appurtenances and estate right, title and interest, property claim whatsoever of the vendor and same is butted and bounded as follows:-

MEMO OF CONSIDERATION

RECEIVED from the withinnamed purchaser by the withinnamed vendor the within mentioned sum of Rs.6,12,608/- (Rupees six lakhs twelve thousand six hundred eight) only being the full consideration money paid on account of sale under these presents in the manner following :-

By Bank Draft no. 256861 dated 19.08.2013 drawn on HDFC Bank, Stephen House for a sum of Rs.5,75,758/-

By Bank Draft no. 256862 dated 19.08.2013 drawn on HDFC Bank, Stephen House for a sum of Rs.36,850/-

WITNESSES :

1. Jyotsna Mukherjee

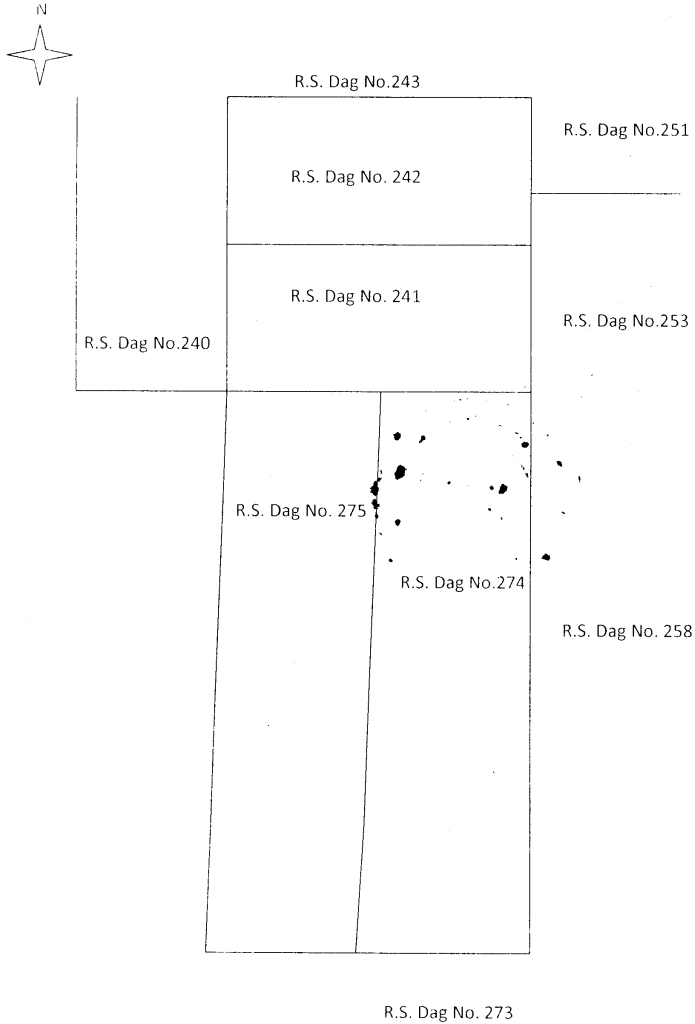
PAHARPUR COOLING TOWERS LTD.

Punraj Dutt
Authorised Signatory

2. Nirmal Kumar Pramanik

VENDOR

PLAN OF 9.50 DECIMAL PERTAINING TO R.S. DAG NO. 242 CORRESPONDING TO L.R. DAG NO.247 UNDER R.S. KHATIAN NO.364, CORRESPONDING TO L.R. KHATIAN NO. 1127, 314, R.S. NO.92, J.L. NO. 20 UNDER MOUZA BHASA, POLICE STATION BISHNUPUR, DIST. 24 PARGANANS (SOUTH)



PAHARPUR COOLING TOWERS LTD.

Punraj Dutt
Authorised Signatory

SIGNATURE OF VENDOR



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

Endorsement For Deed Number : I - 04607 of 2013
(Serial No. 04218 of 2013 and Query No. 1613L000009028 of 2013)

On 20/08/2013

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

Presented for registration at 17.30 hrs on :20/08/2013, at the Private residence by Mr. Pururaj Dutt, Executant.

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

Execution is admitted on 20/08/2013 by

1. Mr. Pururaj Dutt
Authorised Signatory, M/s. Paharpur Cooling Towers Ltd, 8/1/ B, Diamond Harbour Road, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
By Profession : Business

Identified By Nirmal Kumar Pramanik, son of Lt. Khagendra Nath Pramanik, Village:Earpur, Thana:-Bishnupur, P.O. :-Paschim Chamni, District:-South 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Business.

(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

On 21/08/2013

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

Rs. 8356/- is paid , by the draft number 040639, Draft Date 19/08/2013, Bank Name State Bank of India, TOLLYGUNGE, received on 21/08/2013

(Under Article : A(1) = 8349/- ,E = 7/- on 21/08/2013)

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.-7,60,000/-

Certified that the required stamp duty of this document is Rs.- 38010 /- and the Stamp duty paid as Impressive Rs.- 500/-

(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

21/08/2013 15:33:00

EndorsementPage 1 of 2



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

**Endorsement For Deed Number : I - 04607 of 2013
(Serial No. 04218 of 2013 and Query No. 1613L000009028 of 2013)**

Deficit stamp duty

Deficit stamp duty Rs. 37510/- is paid , by the draft number 040640, Draft Date 19/08/2013, Bank :
State Bank of India, TOLLYGUNGE, received on 21/08/2013

(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

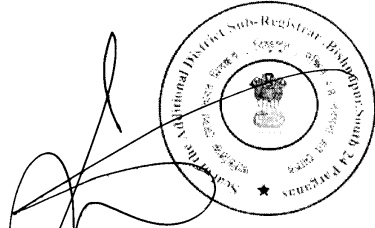
(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

21/08/2013 15:33:00

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 1922 to 1936
being No 04607 for the year 2013.

A handwritten signature in black ink is written over a circular official stamp. The stamp contains the text 'Additional District Sub-Registrar - Bishnupur' around the top edge and 'West Bengal' around the bottom edge. In the center of the stamp is the State Emblem of India, featuring the Lion Capital of Ashoka, with the motto 'Satyameva Jayate' written in Devanagari script below it. A small star is visible at the bottom center of the stamp.

Jawed Akhter) 22-August-2013
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal

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	right hand					

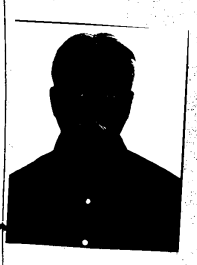









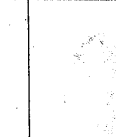
Name

Signature

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	right hand					



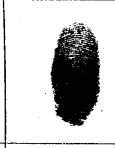




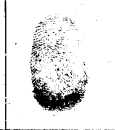

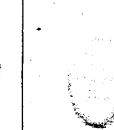

Name

Signature

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	left hand					
	right hand					

Name PAHARPUR COOLING TOWERS LTD.

Signature *Punraj Dutt*
 Authorised Signatory

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name

Signature *Meghna Bhatia*