

- (v) The Scheme does not provide for any compromise with the Creditors of the TRANSFEROR COMPANIES and TRANSFEREE COMPANY.

2. ENCUMBRANCES :

- (i) The transfer and vesting of the assets comprised in the Undertaking to and in the TRANSFEREE COMPANY under paragraph 1 of Part III of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- (ii) All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the TRANSFEROR COMPANIES after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the TRANSFEREE COMPANY by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the TRANSFEROR COMPANIES, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the TRANSFEREE COMPANY, and such Encumbrances shall not relate or attach to any of the other assets of the TRANSFEREE

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COMPANY, provided however that no encumbrances shall have been created by the TRANSFEROR COMPANIES over its assets after the Appointed Date without the consent of the TRANSFEREE COMPANY as provided for in this Scheme.

(iii) The existing encumbrances over the assets and properties of the TRANSFEREE COMPANY or any part thereof which relate to the liabilities and obligations of the TRANSFEREE COMPANY prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking transferred to and vested in the TRANSFEREE COMPANY by virtue of this Scheme.

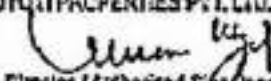
(iv) Any reference in any security documents or arrangements (to which the TRANSFEROR COMPANIES is a party) to the TRANSFEROR COMPANIES and its assets and properties, shall be construed as a reference to the TRANSFEREE COMPANY and the assets and properties of the TRANSFEROR COMPANIES transferred to the TRANSFEREE COMPANY by virtue of this Scheme. Without prejudice to the foregoing provisions, the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY may execute any instruments or documents or do all the acts and

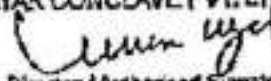
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deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.

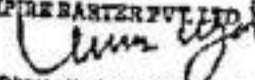
- (v) Upon the coming into effect of this Scheme, the **TRANSFEREE COMPANY** alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- (vi) It is expressly provided that, no other term or condition of the Liabilities transferred to the **TRANSFEREE COMPANY** is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- (vii) The provisions of Paragraph 1 of Part III shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

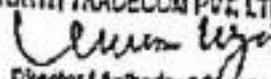
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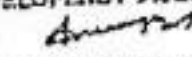
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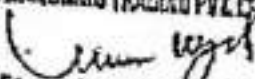
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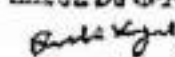
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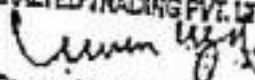
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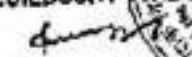
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3. INTER - SE TRANSACTIONS :

Without prejudice to the provisions of paragraph 1 with effect from the Appointed Date, all inter-party transaction between the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** or the **TRANSFEROR COMPANIES** inter-se shall be considered as intra-party transactions for all purposes.

4. CONTRACTS, DEEDS, ETC.

(i) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which the **TRANSFEROR COMPANIES** are a party or to the benefit of which the **TRANSFEROR COMPANIES** may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the **TRANSFeree COMPANY** and may be enforced as fully and effectually as if, instead of the **TRANSFEROR COMPANIES**, the **TRANSFeree COMPANY** had been a party or beneficiary or obligee or obligor thereto or there under.

(ii) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the

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encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances:

- (I) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs; or
- (II) if the same is permitted by this Scheme; or
- (III) if consent of the Board of Directors of the TRANSFEREE COMPANY has been obtained.

c) The TRANSFEROR COMPANIES shall not take, enter into, perform or undertake, as applicable (I) any material decision in relation to its business and operations (II) any agreement or transaction; and (III) such other matters as the TRANSFEREE COMPANY may notify from time to time save and except in each case in the following circumstances:

- (I) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs
- (II) if the same is permitted by this Scheme; or
- (III) if consent of the Board of Directors of the TRANSFEREE COMPANY has been obtained.

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TRANSFeree COMPANY may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the **TRANSFEROR COMPANIES** are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The **TRANSFeree COMPANY** shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the **TRANSFEROR COMPANIES** and to carry out or perform all such formalities or compliances referred to above on the part of the **TRANSFEROR COMPANIES**,

(ii) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the **TRANSFEROR COMPANIES** shall without any further act or deed, stand transferred to the **TRANSFeree COMPANY**, as if the same were originally given by, issued to or executed in favour of the **TRANSFeree COMPANY**, and the **TRANSFeree COMPANY** shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the

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TRANSFEREE COMPANY. The **TRANSFEREE COMPANY** shall receive relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

5. LEGAL PROCEEDINGS :

On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the **TRANSFEROR COMPANIES** pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the **TRANSFEREE COMPANY** and on and from the Effective Date, shall be continued and / or enforced by or against the **TRANSFEREE COMPANY** as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the **TRANSFEROR COMPANIES**. On and from the Effective Date, the **TRANSFEREE COMPANY** shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertaking, in the same manner and to the same extent as would or might have been initiated by the **TRANSFEROR COMPANIES** as the case may be, had the Scheme not been made. If any suit, appeal or other proceedings relating to the Undertaking, of whatever nature by or against the **TRANSFEROR COMPANIES** be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Undertaking or by anything contained in

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this Scheme but the proceedings may be continued, prosecuted and enforced by or against the TRANSFEREE COMPANY in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the TRANSFEROR COMPANIES as if this Scheme had not been made.

6. CONDUCT OF BUSINESS:

a) With effect from the Appointed Date and up to and including the Effective Date:

(i) The TRANSFEROR COMPANIES shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the TRANSFEREE COMPANY.

(ii) All the profits or income accruing or arising to the TRANSFEROR COMPANIES, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the TRANSFEROR COMPANIES shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the TRANSFEREE COMPANY.

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(iii) Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the TRANSFEROR COMPANIES shall be deemed to have been exercised by the TRANSFEROR COMPANIES for and on behalf of and as agent for the TRANSFEREE COMPANY. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the TRANSFEROR COMPANIES shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the TRANSFEREE COMPANY.

b) With effect from the date of filing of this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs and up to and including the Effective Date the TRANSFEROR COMPANIES shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group companies or any third party or sell, transfer, alienate, charge, mortgage or

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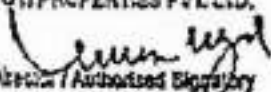
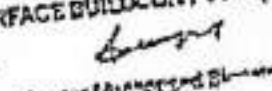
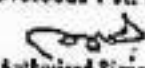
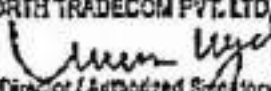
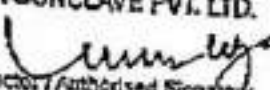
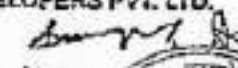
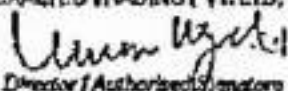
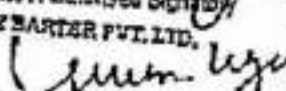
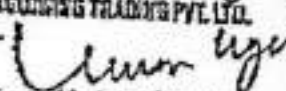


d) Without prejudice to the generality of Clause (c) above, the **TRANSFEROR COMPANIES** shall not make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, subdivision or consolidation, re-organization, or in any other manner except by way of making calls on partly paid shares to make them as fully paid, which may, in any way, affect the Share Exchange Ratio (as provided in paragraph 10 of Part IV below), except under any of the following circumstances:

- a) by mutual consent of the Board of Directors of the **TRANSFEROR COMPANIES** and of the **TRANSFeree COMPANY**; or
- b) as may be permitted under this Scheme.

7. TREATMENT OF TAXES :

a) Any tax liabilities under the Income-tax Act, 1961, service tax/GST, stamp laws or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the **TRANSFEROR COMPANIES** to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the **TRANSFeree COMPANY**.

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b) All taxes (including income tax, service tax/GST, etc.) paid or payable by the TRANSFEROR COMPANIES in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the TRANSFEREE COMPANY and, insofar as it relates to the tax payment (including without limitation income tax, service tax/GST, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the TRANSFEROR COMPANIES in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the TRANSFEREE COMPANY, and shall, in all proceedings, be dealt with accordingly.

c) Any refund under the Tax Laws due to the TRANSFEROR COMPANIES consequent to the assessments made on the TRANSFEROR COMPANIES and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the TRANSFEREE COMPANY.

d) Without prejudice to the generality of the above, all benefits including that of withholding tax TDS under the income tax, service tax/GST etc., to which the

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For witness Under

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TRANSFEROR COMPANIES is entitled to in terms of the applicable Tax Laws shall be available to and vest in the TRANSFEREE COMPANY.

8. EMPLOYEES

Upon the coming into effect of this Scheme:

All the employees of the TRANSFEROR COMPANIES who are in its employment as on the Effective Date shall become the employees of the TRANSFEREE COMPANY with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favorable than those on which they are engaged or employed by the TRANSFEROR COMPANIES.

9. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the TRANSFEROR COMPANIES under Paragraph 1 of Part III of this Scheme shall not effect any transactions or proceedings already concluded by the TRANSFEROR COMPANIES on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the TRANSFEREE COMPANY accepts and adopts all acts, deeds and things made, done and executed by the TRANSFEROR COMPANIES as acts, deeds and things made, done and executed by or on behalf of the TRANSFEREE COMPANY.

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PART IV

ISSUE OF EQUITY SHARES BY THE TRANSFEREE COMPANY.

The provisions of this Part IV shall operate notwithstanding anything to the contrary in any other instrument, deed or writing.

10. ISSUE OF NEW EQUITY SHARES BY THE TRANSFEREE COMPANY:

a) Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Undertaking of the **TRANSFEROR COMPANIES** in the **TRANSFEREE COMPANY**, in terms of this scheme, the **TRANSFEREE COMPANY** shall without any further application or deed, be required to issue and allot to the equity shareholders of the **TRANSFEROR COMPANIES** whose names appear in the register of members of the **TRANSFEROR COMPANIES** as on the Record Date.

(f) To every Equity Shareholder of **TRANSFEROR COMPANY NO. 1, 91 (Ninety One) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for 9 (Nine) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO.**

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(ii) To every Equity Shareholder of TRANSFEROR COMPANY NO. 2, 31 (Thirty-One) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares"), for 2 (Two) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO. 2.

(iii) To every Equity Shareholder of TRANSFEROR COMPANY NO. 3, 79 (Seventy-Nine) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for 5 (Five) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO. 3.

(iv) To every Equity Shareholder of TRANSFEROR COMPANY NO. 4, 14 (Fourteen) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for 1 (One) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO. 4.

(v) To every Equity Shareholder of TRANSFEROR COMPANY NO. 5, 14 (Fourteen) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to

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- as the "New Equity Shares") for 1 (One) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO. 5.
- (vi) To every Equity Shareholder of TRANSFEROR COMPANY NO. 6, 1869 (One thousand eight hundred and sixty nine) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for 15 (Fifteen) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO. 6.
- (vii) To every Equity Shareholder of TRANSFEROR COMPANY NO. 7, 7 (Seven) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for 8 (Eight) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO. 7.
- (viii) To every Equity Shareholder of TRANSFEROR COMPANY NO. 8, 4 (Four) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for 1 (One) Equity Shares of Rs. 10/- each fully paid-up

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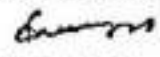
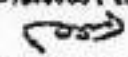
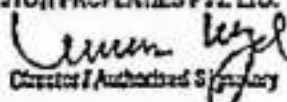
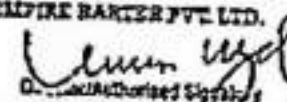
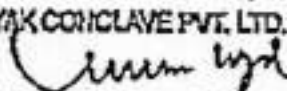
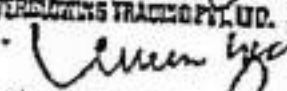

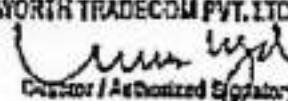
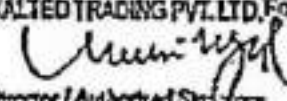
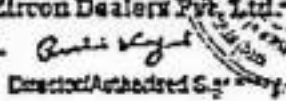
held by such Equity Shareholder in
TRANSFEROR COMPANY NO. B.

(ix) To every Equity Shareholder of TRANSFEROR
COMPANY NO. 9, 147 (One hundred and
fourty seven) Equity Shares of Rs. 10/- each
credited as fully paid-up in the TRANSFEREE
COMPANY (hereinafter referred to as the "New
Equity Shares") for 5 (Five) Equity Shares of
Rs. 10/- each fully paid-up held by such Equity
Shareholder in TRANSFEROR COMPANY NO.
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b) The new equity shares issued and allotted by the
Transferee Company in terms of this Scheme shall be
subject to the provisions of the Memorandum and Articles
of Association of the Transferee Company and shall *inter-*
se rank *pari passu* in all respects with the then existing
equity shares of the Transferee Company, including in
respect of dividend, if any, that may be declared by the
Transferee Company on or after the Effective Date.

c) FRACTIONAL ENTITLEMENTS

Fractional shares, if any, resulting in the process of
allotment of shares by the Transferee Company to the
Shareholders of the Transferor Companies involved in the
Amalgamation based on the Swap Ratio, such fractional
shares shall be rounded off to the next higher integer and
the Transferee Company shall accordingly allot shares to

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Director / Authorized Signatory	Director / Authorized Signatory	
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- those shareholders who become entitled to fractional shares.
- d) Upon this Scheme becoming finally effective, the existing Share Certificates held by the Shareholders of the TRANSFEROR COMPANIES shall automatically stand cancelled. The TRANSFEREE COMPANY shall directly issue and dispatch the new Share Certificates to the Shareholders of the TRANSFEROR COMPANIES with respect to their entitlement of Shares in the TRANSFEREE COMPANY in terms and in accordance with the provisions of the Scheme;
 - e) All the shareholders of the TRANSFEROR COMPANIES shall accept the Share(s) of the TRANSFEREE COMPANY to be allotted in terms of this Scheme as sanctioned Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs in lieu of their existing shareholdings in the TRANSFEROR COMPANIES;
 - f) All the shares held by the TRANSFEREE COMPANY in the TRANSFEROR COMPANIES or by the TRANSFEROR COMPANIES in the TRANSFEREE COMPANY or the TRANSFEROR COMPANIES inter-se shall stand cancelled;
 - g) Upon the Scheme becoming effective, the Equity Shares held by the TRANSFEROR COMPANIES in the Transferee Company shall stand cancelled and accordingly, the Paid-up Equity Share Capital of the Transferee Company shall stand adjusted to that extent by virtue of operation of law.

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h) The cancellation and the consequent reduction of the share capital of the TRANSFEREE COMPANY shall be done as an integral part of the Scheme and not in accordance with Section 66 of the Companies Act, 2013 as the same does not involve either diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital and the order of the National Company Law Tribunal or order of Regional Director sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction.

1) IN THE EVENT OF DESSENTING BY SHAREHOLDERS

If the shareholders of any of the Companies involved dissent to the scheme of amalgamation, in such event the TRANSFEREE COMPANY shall identify a Promoter/ Director or such person who it may think fit to buy all the shares of the Dissenting shareholder.

11. RECLASSIFICATION OF AUTHORISED SHARE CAPITAL OF THE TRANSFEROR COMPANY NO.8 IN LINE WITH TRANSFEREE COMPANY

Upon the Scheme coming into effect and after allotment of shares to the erstwhile equity shareholders of the TRANSFEROR COMPANIES, the Preference share capital of the TRANSFEROR COMPANY NO.8 will be reclassified and converted into Equity share capital in line with TRANSFEREE COMPANY and upon such reclassification the Authorized Share Capital of the Transferor Company No. 8 will be:

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"The Authorized Share Capital of the Transferor Company No. B is Rs. 3,00,00,000/- (Rupees Three Crores only) divided into 30,00,000 (Thirty Lac) Equity Shares of Rs. 10/- (Ten) each."

The approval by the members of the Transferee Company and Transferor Companies to the Scheme will be sufficient to such reclassification and further approval will not be required.

12. AMENDMENT TO MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION OF THE TRANSFEREE COMPANY

Upon the Scheme coming into effect, the authorized share capital of the TRANSFEREE COMPANY in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the TRANSFEREE COMPANY, including payment of stamp duty and fees payable to Registrar of Companies, by an amount of Rs. 6,75,00,000/- (Rupees Six core and seventy five lacs only), and the Memorandum of Association and Articles of Association of the TRANSFEREE COMPANY (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 14, 61, 64 and any other applicable provisions of the

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Director / Authorized Signatory



Companies Act 2013 would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the TRANSFEROR COMPANIES on their respective authorised share capital shall be adjusted with total fees payable by the TRANSFEREE COMPANY, on such increase of authorized capital in accordance with section 232(3)(f) of the Companies Act, 2013. Balance fees if required to be paid after adjusting such fees already paid by the Transferor Companies shall be paid by the Transferee Company.

Accordingly, in terms of this Scheme, the authorised share capital of the TRANSFEREE COMPANY shall stand enhanced to an amount of Rs. 11,75,00,000/- (Rupees Eleven Crores Seventy Five Lacs only) divided into 1,17,50,000 equity shares of Rs. 10/- each. The capital clause being Clause V of the Memorandum of Association shall on the Effective Date stand substituted accordingly taking effect of the above.

"The Authorised Share Capital of the Company is Rs. 11,75,00,000/- (Rupees Eleven Crores Seventy five Lacs only) divided into 1,17,50,000 equity shares of Rs. 10/- (Rupees Ten) each with power to increase or reduce the same in accordance with the provisions of the Companies Act, 1956 and to classify or reclassify the share capital."

13. INCREASE IN AUTHORISED CAPITAL BY TRANSFEREE COMPANY :

Upon the Scheme coming into effect and upon amalgamation of Authorized Capital of the TRANSFEROR COMPANIES, if the

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post amalgamated authorized capital of the TRANSFEREE COMPANY falls short, in such a event the TRANSFEREE COMPANY shall increase the authorized capital to the extent required so as to allot shares for implementing the terms of the scheme, if any.

14. REDUCTION OF SHARE CAPITAL

The Scheme does not contain any reduction in the share capital of the TRANSFEREE COMPANY as per Sec. 66 of the Companies Act, 2013 except cancellation of shares of TRANSFEREE COMPANY due to inter /cross holding of shares resulting from this amalgamation, if any.

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PART V

ACCOUNTING TREATMENT

15. ACCOUNTING TREATMENT :

- a) Upon the Scheme becoming effective and with effect from the Appointed Date, for the purpose of accounting for and dealing with the value of the assets and liabilities in the books of the TRANSFEREE COMPANY, the TRANSFEREE COMPANY shall record all the assets and liabilities including reserves of the TRANSFEROR COMPANIES transferred to and vested in the TRANSFEREE COMPANY pursuant to this Scheme, in accordance with POOLING OF INTEREST METHOD at their respective book values as appearing in the books of the TRANSFEROR COMPANIES.
- b) The TRANSFEREE COMPANY shall credit to its share capital account the aggregate face value of the new equity shares issued and allotted pursuant to Clause (a) of Point No. 10 of part IV.
- c) After giving effects to Clause (a) & (b) above, the difference between the value of New Equity Shares issued by the TRANSFEREE COMPANY to the members of the TRANSFEROR COMPANIES and the value of Share Capital of the TRANSFEROR COMPANIES before the Scheme, shall be debited/credited to Capital Reserve

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Director / Authorized Signatory

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Account in the books of the TRANSFEREE COMPANY as the case may be.

- d) After giving effects above Clauses, the difference in the book value of Investments of the TRANSFEROR COMPANIES held in the shares of the TRANSFEREE COMPANY, and the face value of shares pursuant to Clause (g) of point no. 10 of part IV, of the Scheme shall be adjusted against Capital Reserve of the TRANSFEREE COMPANY as the case may be.
- e) Upon coming into effect of this Scheme, to the extent that there are inter-corporate loans or balances between the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY for the reduction of any assets or liabilities, as the case may be.
- f) In order to ensure that consistent Accounting Policies of the TRANSFEREE COMPANY are reflected in the financial statements, differences, if any, in the Accounting Policies between the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY, shall be ascertained and the impact of the same till the Amalgamation

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Director / Authorized Signatory

EVERBLONDING TRADING PVT. LTD.

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Director / Authorized Signatory



will be quantified and adjusted in the reserves of
the TRANSFEREE COMPANY.

Subject to provisions of this Scheme, the Transferee Company
shall abide by Accounting Standard AS-14 issued by The
Institute of the Chartered Accountants of India (ICAI) and as
per Section 133 of the Act and all entries shall be passes as
per AS-14 in the Books of the Transferee Company.

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Director / Authorized Signatory

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A *[Signature]*
Director / Authorized Signatory

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Director / Authorized Signatory



PART VI

DISSOLUTION OF THE TRANSFEROR COMPANIES
AND GENERAL TERMS AND CONDITIONS

16. DISSOLUTION OF THE TRANSFEROR COMPANIES

On the coming into effect of this Scheme, the TRANSFEROR COMPANIES shall stand dissolved without winding-up, and the Board of Directors and any committees thereof of the TRANSFEROR COMPANIES shall without any further act, instrument or deed be and stand dissolved.

17. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of this Scheme, the resolutions, if any, of the TRANSFEROR COMPANIES, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the TRANSFEREE COMPANY.

18. MODIFICATION OF SCHEME

I. The Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY

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VINAYAK CONCLAVE PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory	EVERGLORING TRADING PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory	Zircon Dealers Pvt. Ltd. <i>[Signature]</i> Director / Authorized Signatory
ALLYNORTH TRADECON PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory	EXALTED TRADING PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory	



or any person authorized by them may assent on behalf of all concerned to any modification to this Scheme, of Amalgamation or to any condition which the "THE CENTRAL GOVERNMENT" or any other authorities may impose. The TRANSFEROR COMPANIES and the TRANSFEREE COMPANY by their respective Boards of Directors are authorized to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible in law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs any Governmental Authorities, which the Board of Directors of the TRANSFEROR COMPANIES or the TRANSFEREE COMPANY find unacceptable for any reason, then the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY shall be at liberty to withdraw the Scheme.

E. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Board of Directors of the

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TRANSFEROR COMPANIES and TRANSFEREE COMPANY may give and are authorized to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any, of the TRANSFEROR COMPANIES) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

19. FILING OF APPLICATIONS

The TRANSFEROR COMPANIES and the TRANSFEREE COMPANY shall use their best efforts to make and file all applications and petitions under Sections 233 and other applicable provisions of the Act, before the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs having jurisdiction for sanction of this

INTERFACE DURECON PVT. LTD.

DAYA JYOTI PROPERTIES PVT. LTD.

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Director / Authorized Signatory

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Director / Authorized Signatory

Lingraj Overseas Pvt. Ltd.

B *[Signature]*
Director / Authorized Signatory

EMPIRE BARTER PVT. LTD.

[Signature]
Director / Authorized Signatory

VINAYAK CONCLAVE PVT. LTD.

[Signature]
Director / Authorized Signatory

EVERGLINDING TRADING PVT. LTD.

[Signature]
Director / Authorized Signatory

KYAL DEVELOPERS PVT. LTD.

A *[Signature]*
Director / Authorized Signatory

ALLWORTH TRADECOM PVT. LTD.

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Director / Authorized Signatory

EXALTED TRADING PVT. LTD.

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Director / Authorized Signatory

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Director / Authorized Signatory



Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

20. APPROVALS

The TRANSFEREE COMPANY shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the TRANSFEREE COMPANY may require to own the Undertaking and to carry on the business of the TRANSFEROR COMPANIES.

21. SCHEME CONDITIONAL UPON SANCTIONS, ETC.

This Scheme is conditional upon and subject to:

(i) The Scheme being agreed to by the requisite majority of the respective classes of members of the TRANSFEROR COMPANIES and of the TRANSFEREE COMPANY as required under the Act and the requisite orders of the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs being obtained; and

(ii) The authenticated/certified copies of the orders of the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs sanctioning this Scheme being filed with the concerned Registrar of Companies.

INTERFACE BUILDCON PVT. LTD

Lingal Overseas Pvt. Ltd.

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Director / Authorized Signatory

B *[Signature]*
Director / Authorized Signatory

EMPIRE BARTER PVT. LTD.

DIVA JYOTI PROPERTIES PVT. LTD.

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Director / Authorized Signatory

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Director / Authorized Signatory

KYAL DEVELOPERS PVT. LTD.

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VINAYAK CONCLAVE PVT. LTD.

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Director / Authorized Signatory

EVERGLYNIS TRADING PVT. LTD.

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Director / Authorized Signatory

ALLYWORTH TRADECOM PVT. LTD.

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Director / Authorized Signatory



Accordingly, this Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the last of the dates on which the conditions referred to above have been fulfilled.

22. COSTS, CHARGES, EXPENSES AND STAMP DUTY

All costs, charges and expenses (including any taxes and duties) incurred or payable by the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY in pursuance of this Scheme, including stamp duty on the orders of the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs, if any and to the extent applicable and payable, shall be paid by the TRANSFEREE COMPANY.

23. MISCELLANEOUS

The Scheme does not contain or provide for any compromise with the creditors of the TRANSFEREE COMPANY and the TRANSFEROR COMPANIES. Further the Scheme has not been drawn to accommodate any corporate debt restructuring. The Scheme also does not come under the purview of the Competition Commission of India.

VIHAYAK CONCLAVE PVT. LTD.

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Director / Authorized Signatory

Ingraj Overseas Pvt. Ltd.

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Director / Authorized Signatory

EMPIRE BARKER PVT. LTD.

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Director / Authorized Signatory

KYAL DEVELOPERS PVT. LTD

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Director / Authorized Signatory

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DIVA JYOTI PROPERTIES PVT. LTD.

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EVERGLOWING TRADING PVT. LTD.

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EXALTED TRADING PVT. LTD.

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AD 466320

Certified that the document is admitted to registration. The provisions of the Act and the endorsement of the Registrar with this document are a part of the document.


 District Sub-Registrar-II
 Alipore, South 24 Parganas

03 FEB 2021

CONVEYANCE

THIS INDENTURE OF CONVEYANCE made this the 27th day
 of January 2021 [TWO THOUSAND TWENTY ONE]

B-E-T-W-E-E-N



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 27/1/21
 921189/21

21 MAR 2020

01147337

Amir Kyeel



V.C.T.1
NO.729

Name : ALAMGIR REZA
Address : ADVOCATE
ALIPORE JUDGES COURT
Vendor : KOL-27
WE/1366/2003

I. CHAKRABORTY
88, Dr. Rajendra Prasad Sarani
Kolkata - 700 001

EXALTED TRADING PVT. LTD.

Amir Kyeel

Director / Authorised Signatory

EVERGLOWING TRADING PVT. LTD.

Amir Kyeel

Director / Authorised Signatory



V.C.T.1
NO.730



Arvind Kumar Jain HUF

Arvind Kumar Jain

Karta / Member



V.C.T.1
NO.731

Registrar of Companies
Alipore, District 24 Parganas

27 JAN 2020

Rosy Jain



V.C.T.9
NO.743

Identified by me
Alamgir Reza Adv
to, Jahangir Reza
28/11 Judges Court Road
P.O. P.S. Alipore
Kol-27



(1) **ARVIND KUMAR JAIN (HUF)**, having **PAN AACHA4448L**, a Hindu Undivided Family, of Flat No. 6C & D, Neelkanth, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata- 700016, represented by its Karta, **ARVIND KUMAR JAIN**, having PAN AFNPJ5068F and AADHAAR 823850189677, Mobile No.9831051587, son of Late Mannalal Jain, by faith Jain, by occupation Business, nationality Indian, residing at Flat No. 6C & D, Neelkanth, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata- 700016 and

(2) **ROSY JAIN**, having **PAN ACQPJ5801L** and **AADHAAR 358985301200**, Mobile No.9903891774, wife of Arvind Kumar Jain, by faith Jain, by occupation Business, nationality Indian, residing at Flat No. 6C & D, Neelkanth, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata- 700016 [hereinafter collectively referred to as the **Vendors**, include successors-in-interest]

And

(1) **EXALTED TRADING PRIVATE LIMITED**, having CIN U51909WB2011PTC171365, having **PAN AADCE1377L**, a Company governed by the Companies Act, 1956, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, District South 24 Parganas, Kolkata- 700026, and

(2) **EVER GLOWING TRADING PRIVATE LIMITED**, having CIN U51909WB2011PTC171119, having **PAN AADCE1378F**, a Company governed by the Companies Act, 1956, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, District South 24 Parganas, Kolkata- 700026.

both being represented by their Director, **UMESH KYAL**, having **PAN AGCPK9667R** and **AADHAAR 322167806519**, Mobile No.9831151592, son of Late Govind Ram Kyal, by faith Hindu, by occupation Business, nationality Indian, residing at 30C, South End Park, Post Office Sarat Bose Road, Kolkata- 700029, Police Station Rabindra Sarobar (formerly Lake), District South 24 Parganas [hereinafter collectively referred to as the **Purchasers**, include successors-in-interest]

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

Subject Matter of Conveyance

Said Property:(1) Land measuring 1.286 (one point two eight six) decimal, more or less, equivalent to 0.78 (zero point seven eight) cottah, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1196 and 1197, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet (BGP), Sub-Registration District Bhangore, District South 24 Parganas (**First Property**)**And** (2) land measuring 0.4372 (zero point four three seven



two) decimal, more or less, equivalent to 0.26 (zero point two six) cottah, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1196 and 1197, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas (**Second Property**). The First Property and the Second Property are more fully and collectively described in the **Second Schedule** below (collectively **Said Property**) together with all title, benefits, easements, authorities, claims, demands, usufructs and 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.

Background, Representations, Warranties and Covenants

The Vendors represent and warrant to and covenant with the Purchasers regarding title as follows:

1. By virtue of (1) Deed of Conveyance dated 27th August, 2004, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, recorded in Book No. 1, Volume No. 11, at Pages 5803 to 5847, being Deed No. 05626 for the year 2004, (2) Deed of Conveyance dated 12th October, 2004, registered in the Office of the District Sub-Registrar-III, South 24 Parganas at Alipore, recorded in Book No. 1, Volume No. 11, at Pages 5848 to 5881, being Deed No. 05659 for the year 2004 and (3) Deed of Conveyance dated 19th October, 2004, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, recorded in Book No. 1, Volume No. 15, at Pages 9244 to 9262, being Deed No. 07073 for the year 2005, Green Vally Towers Private Limited became the sole and absolute owner in respect of (1) land measuring 162 (one hundred and sixty two) decimal, being the entirety of R.S./L.R. Dag No. 122, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas (**Mother Property In Dag No. 122**) and (2) land measuring 52 (fifty two) decimal [physically measuring about 51.4 (fifty one point four) decimal, more or less], being the entirety of R.S./L.R. Dag No. 123, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas (**Mother Property In Dag No. 123**), free from all encumbrances. The Mother Property In Dag No. 122 and Mother Property In Dag No. 123 (collectively **Mother Property**).
2. By a Deed of Conveyance dated 12th June, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. 1, Volume No. 1, at Pages 1 to 45, being Deed No. 08088 for the year 2007, said Green Vally Towers Private Limited sold, conveyed and transferred *inter alia* the Mother Property in favour of (1) Aditya Mundhra, (2) Indra Gandhi, (3) Resha Mundhra (Dujari), (4) Nisha Sadani, (5) Sudarshan Mimani, (6) Saurabh Tapdiya, (7) Kusum Devi Mundhra, (8) Madhu Surana, (9) Shrenik Surana, (10) Eela Jain, (11) Nishit Jain, (12) Akhil Orchards Private Limited, (13)

Bansilal Credit Private Limited, (14) Bacchraj Farms Private Limited, (15) Merwara Hotels Private Limited, (16) MSB Mercantiles Private Limited, (17) Sajjan Devi Dugar, (18) Shruti Dugar, (19) Gopal Prasad Bhojnagarwala and (20) Ravinder Bhatia, free from all encumbrances.

3. By an Indenture of Conveyance dated 13th April, 2009, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 9, at Pages 4016 to 4068, being Deed No. 04174 for the year 2009, said (1) Aditya Mundhra, (2) Indra Gandhi, (3) Resha Mundhra (Dujari), (4) Nisha Sadani, (5) Sudarshan Mimani, (6) Saurabh Tapdiya, (7) Kusum Devi Mundhra, (8) Eela Jain, (9) Sajjan Devi Dugar, (10) Shruti Dugar, (11) Gopal Prasad Bhojnagarwala and (12) Ravinder Bhatia sold, conveyed and transferred land measuring 97.2 (ninety seven point two) decimal, more or less, being their undivided 3/5th share out of the Mother Property In Dag No. 122 and land measuring 31.2 (thirty one point two) decimal [physically measuring 30.84 (thirty point eight four) decimal], more or less, being their undivided 3/5th share out of the Mother Property In Dag No. 123 in favour of (1) Manohar Lall Meet Jain HUF, (2) Meet Jain HUF, (3) Bina Jain, (4) Nisha Jain, (5) Rajendra Kumar Gangwal, (6) Nisha Devi Gangwal, (7) Rohit Gangwal, (8) Arvind Kumar Jain HUF, (9) Rosy Jain, (10) Bijay Kumar Jain HUF and (11) Suman Property Private Limited, being confirmed by the other co-owners of the Mother Property, being (1) Madhu Surana, (2) Shrenik Surana, (3) Nishit Jain, (4) Akhil Orchards Private Limited, (5) Bansilal Credit Private Limited, (6) Bacchraj Farms Private Limited, (7) Merwara Hotels Private Limited and (8) MSB Mercantiles Private Limited. Therefore, the ownership of the Mother Property stands as given hereunder:

Owners	Dag No. 122 (in dec.)	Dag No. 123 (in dec.)	Total (in dec.)
Madhu Surana	8.1	2.6	10.7
Shrenik Surana	8.1	2.6	10.7
Nishit Jain	8.1	2.6	10.7
Akhil Orchards Private Limited	8.1	2.6	10.7
Bansilal Credit Private Limited	8.1	2.6	10.7
Bacchraj Farms Private Limited	8.1	2.6	10.7
Merwara Hotels Private Limited	8.1	2.6	10.7
MSB Mercantiles Private Limited	8.1	2.6	10.7
Manohar Lall Meet Jain HUF	8.8364	2.8364	11.6728
Meet Jain HUF	8.8364	2.8364	11.6728
Bina Jain	8.8364	2.8364	11.6728
Nisha Jain	8.8364	2.8364	11.6728
Rajendra Kumar Gangwal	8.8364	2.8364	11.6728
Nisha Devi Gangwal	8.8364	2.8364	11.6728
Rohit Gangwal	8.8364	2.8364	11.6728



Arvind Kumar Jain HUF	8.8363	2.8363	11.6726
Rosy Jain	8.8363	2.8363	11.6726
Bijay Kumar Jain HUF	8.8363	2.8363	11.6726
Suman Property Private Limited	8.8363	2.8363	11.6726
Total:	162	52	214 (Physically 213.4 dec.)

4. By a Deed of Partition dated 7th October, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, recorded in Book No. I, CD Volume No. 18, at Pages 2252 to 2293, being Deed No. 08961 for the year 2013, said (1) Madhu Surana, (2) Shrenik Surana, (3) Nishit Jain, (4) Akhil Orchards Private Limited, (5) Bansilal Credit Private Limited, (6) Bacchraj Farms Private Limited, (7) Merwara Hotels Private Limited, (8) MSB Mercantiles Private Limited, (9) Manohar Lall Meet Jain HUF, (10) Meet Jain HUF, (11) Bina Jain, (12) Nisha Jain, (13) Rajendra Kumar Gangwal, (14) Nisha Devi Gangwal, (15) Rohit Gangwal, (16) Arvind Kumar Jain HUF, (17) Rosy Jain, (18) Bijay Kumar Jain HUF and (19) Suman Property Private Limited caused partition of the Mother Property by metes and bounds and by virtue of the said Partition said (1) Arvind Kumar Jain HUF and (2) Rosy Jain became the joint and absolute owners of land measuring 16.529 (sixteen point five two nine) decimal, more or less, out of the Mother Property In Dag No. 122 (**Larger Property In Dag No. 122**) and land measuring 5.6198 (five point six one nine eight) decimal, more or less, out of the Mother Property In Dag No. 123 (**Larger Property In Dag No. 123**) being collectively demarcated as Lot-E in the site plan annexed thereto. The Larger Property In Dag No. 122 and Larger Property In Dag No. 123 are more fully and collectively described in the **First Schedule** below (collectively **Larger Property**). The ownership of the Larger Property is tabulated in the chart given below:

Sl.	Owners	Dag No. 122	Dag No. 123	Total
1.	Arvind Kumar Jain HUF	8.2645	2.8099	11.0744
2.	Rosy Jain	8.2645	2.8099	11.0744
	Total:	16.529	5.6198	22.1488

5. In the above mentioned events and circumstances the Vendors became the joint and absolute owners in respect of the Larger Property, free from all encumbrances and mutated their name in the records of the Block Land and Land Reforms Officer, under L.R. Khatian Nos. 1196 and 1197. The Said Property is a part and parcel of the Larger Property and the Said Property is the subject matter of this Conveyance.

Representations, Warranties and Covenants Regarding Encumbrances:
The Vendors represent and warrant to and covenant with the Purchasers regarding encumbrances as follows:



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 any Local Authority or Government or Statutory Body.
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 and the West Bengal Estates Acquisition Act, 1953.
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.
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 Purchasers.
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.
6. **No Right of Pre-emption:** No person or persons whatsoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
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.
8. **Free From All Encumbrances:** The Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, wakfs, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, 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.
9. **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
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.

Basic Understanding

The basic understanding between the Vendors and the Purchasers is that the Vendors shall sell the Said Property to the Purchasers, 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 Purchasers shall purchase the same based on the representations, warranties and covenants mentioned above.

Transfer Hereby Made:

The Vendors hereby sell, convey and transfer to the Purchaser in respect of the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Second Schedule** below, being (1) the First Property, i.e. land measuring 1.286 (one point two eight six) decimal, more or less, equivalent to 0.78 (zero point seven eight) cottah, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1196 and 1197, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas **And** (2) the Second Property, i.e. land measuring 0.4372 (zero point four three seven two) decimal, more or less, equivalent to 0.26 (zero point two six) cottah, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1196 and 1197, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of BGP, Sub-Registration District Bhangore, District South 24 Parganas **together with** all title, benefits, easements, authorities, claims, demands, usufructs and 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.

Consideration:

The aforesaid transfer is being made in consideration of a sum of **Rs.13,26,000/- (Rupees Thirteen Lakhs Twenty Six Thousand Only)** paid by the Purchasers to the Vendors, receipt of which the Vendors hereby and by the Receipt And Memo of Consideration hereunder written, admit and acknowledge.

Terms of Transfer

1. **Salient Terms:** The transfer being effected by this Conveyance is:
 - 1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
 - 1.2 **Absolute:** absolute, irreversible and perpetual.



- 1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutter, wakf, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, 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.
- 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.
2. **Subject to:** The transfer being effected by this Conveyance is subject to:
- 2.1 **Indemnification by Vendors:** express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, 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 Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Said Property. If any difficulty arises in respect of mutation of the Said Property in the name of the Purchasers then the Vendors shall at all times hereinafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to mutate the name of the Purchasers in respect of the Said Property.
- 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.
3. **Delivery of Possession:** The Vendors have handed over khas, vacant, peaceful and physical possession of the Said Property to the Purchasers.
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 indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.



5. **Holding Possession:** The Vendors hereby covenant that the Purchasers and the Purchasers' 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 Purchasers, 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 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 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 every one of the aforesaid rights.
6. **No Objection to Mutation and Conversion:** The Vendors covenant, confirm and declare that (1) the Purchasers shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendors hereby expressly (a) consent to the same and (b) appoint the Purchasers as the constituted attorney of the Vendors and empower and authorize the Purchasers 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 Purchasers shall convert the nature of use and classification of the Said Property to non-agricultural/any other classification at the sole discretion of the Purchasers and the Purchasers 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 the same as earlier and (b) appoint the Purchasers as the constituted attorney of the Vendors and empower and authorize the Purchasers 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 Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchasers.
7. **Title Documents:** Simultaneously herewith, the Vendors have handed over all title papers and documents in respect of the Said Property to the Purchasers.



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 Purchasers and/or their 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. Notwithstanding the aforesaid covenant, the Vendors further covenant with the Purchasers that the Purchasers shall be entitled to rectify and/or modify any material defect of this Deed of Conveyance through a declaration without affecting the right of the Vendors in any manner. The Vendors hereby further covenant to be party to the declaration (if required) without raising any objection and without any further consideration as and when required by the Purchasers.
9. **Interpretation:**
- 9.1 The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 9.2 Words and phrases have been defined in this Conveyance by printing them in bold and putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

FIRST SCHEDULE

(Larger Property)

Land classified as Danga measuring 16.529 (sixteen point five two nine) decimal, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1196 and 1197, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas, Pin 700156 Together with a tin shed residential structure of 500 Sq.Ft. more or less.

Land classified as Danga measuring 5.6198 (five point six one nine eight) decimal, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1196 and 1197, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas, Pin 700156.

The Larger Property is marked as Lot-E being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By Lot D in L.R. Dag No.122
On the East : By L.R. Dag Nos. 132 and 124
On the South : By Lot F in L.R. Dag Nos.122 and 123
On the West : By Lot D in L.R. Dag Nos. 122 and 123

This property is not adjacent to metal road.



SECOND SCHEDULE
(Said Property)
[Subject Matter of Conveyance]

Land classified as Danga measuring 1.286 (one point two eight six) decimal, more or less, equivalent to 0.78 (zero point seven eight) cottah, more or less, out of 162 (one hundred and sixty two) decimal, being a portion of R.S./L.R. Dag No. 122, recorded in L.R. Khatian Nos. 1196 and 1197, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas, Pin 700156 Together with undivided share in the said tin shed residential structure measuring 100 Sq.Ft. more or less.

Land classified as Danga measuring 0.4372 (zero point four three seven two) decimal, more or less, equivalent to 0.26 (zero point two six) cottah, more or less, out of 52 (fifty two) decimal, being a portion of R.S./L.R. Dag No. 123, recorded in L.R. Khatian Nos. 1196 and 1197, Mouza Kochpukur, J.L. No. 2, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas, Pin 700156.

The Said Property being undivided land forming out of the Larger Property described in the **First Schedule** hereinabove.

Together also with all title, benefits, easement, 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. Khatian No.	Total Area of Land (in dec.)	Total Area Sold (in dec.)
Kochpukur	122	1196	162	0.643
Kochpukur	122	1197	162	0.643
Kochpukur	123	1196	52	0.2186
Kochpukur	123	1197	52	0.2186
Total:				1.7232



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on this the day, month and year first above written.

Sealed, signed and delivered by the
VENDORS in presence of:

1. Dipankar Sardas
122/R.S.M. Sardas
KOL-700026

2. Sujit Kapat.
122/R, S.N.M. Saranis
KOL-26.

~~Arvind Kumar Jain HUF~~
Arvind Kumar Jain
Karta / Member
(ARVIND KUMAR JAIN (HUF))

Rosy Jain
(ROSY JAIN)

Sealed, signed and delivered by the
PURCHASERS in presence of:

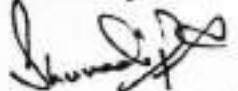
1. Dipankar Sardas

2. Sujit Kapat.

EXALTED TRADING PVT. LTD.
Director / Authorised Signatory
(EXALTED TRADING PRIVATE LIMITED)

EVERGLOWING TRADING PVT. LTD.
Director / Authorised Signatory
(EVER GLOWING TRADING PRIVATE LIMITED)

Drafted by me:


(SHUVADI CHAKRABORTY)
Advocate
High Court at Calcutta
F/184/14.



Receipt and Memo of Consideration

Received from the withinnamed Purchasers the withinmentioned sum of **Rs.13,26,000/- (Rupees Thirteen Lakhs Twenty Six Thousand Only)** towards full and final payment of the consideration for sale of the Said Property described in the **Second Schedule** above, in the following manner:

Cheque/Draft	Date	Bank	Amount (Rs.)
991563	27.01.2021	Indian Overseas Bank	Rs.3,31,500/-
991564			Rs.3,31,500/-
991514			Rs.3,31,500/-
991515			Rs.3,31,500/-
TOTAL			Rs.13,26,000/-

Witness:

1. *Dipankar Sardar*

2. *Ancjit Kapat.*

Arvind Kumar Jain HUF,
Arvind Kumar Jain

Karta / Member

ARVIND KUMAR JAIN (HUF)

Rosy Jain
ROSY JAIN

VENDORS



PLAN OF LOT-E AT MOUZA-KOCHPUKUR,DAG NO.122,123,J.L. NO.02,PS- KOLKATA LEATHER COMPLX FORMERLY BHANGAR, DIST- SOUTH 24 PARGANAS

PLAN

	DAG NO.	AREA IN DECIMALS
LOT-E	122	16.529
	123	5.6198

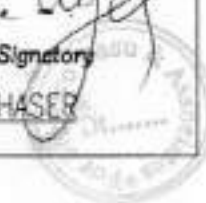


Arvind Kumar Jain HUF
Arvind Kumar Jain
 Karta / Member


































Rosy Jain
 SIG. OF VENDOR

EXALTED TRADING PVT. LTD.
[Signature]
 Director / Authorised Signatory

EVERGLOWING TRADING PVT. LTD.
[Signature]
 Director / Authorised Signatory
 SIG. OF PURCHASER



SPECIMEN FORM FOR TEN FINGER PRINTS

 <p><i>Anand Khande</i></p>	<p><i>Anand Khande</i></p>					
		(Left Hand)				
						
		(Right Hand)				
	<p><i>Anand Khande</i></p>					
		(Left Hand)				
						
		(Right Hand)				
	<p><i>Rosy Jain</i></p>					
		(Left Hand)				
						
		(Right Hand)				





Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192020210214262851 Payment Mode: Online Payment
GRN Date: 26/01/2021 14:44:33 Bank/Gateway: Indian Overseas Bank
BRN : 202101260625229 BRN Date: 26/01/2021 14:01:05
Payment Status: Successful Payment ID: 2000118965/2/2021
(Query No*/Query Year)

Depositor Details

Depositor's Name: EXALTED TRADING PVT LTD AND OTHERS
Address: 122/1R S N M SARANI KOLKATA 700026
Mobile: 9830065037
EMail: kyal_developers@hotmail.com
Contact No: 09007711037
Depositor Status: Buyer/Claimants
Query No: 2000118965
On Behalf Of: Mrs ARPITA MALLICK
Identification No: 2000118965/2/2021
Remarks: Sale, Sale Document

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000118965/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	67125
2	2000118965/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	13455
			Total	80580

IN WORDS: EIGHTY THOUSAND FIVE HUNDRED EIGHTY ONLY.





Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192020210218457891 Payment Mode: Online Payment
GRN Date: 02/02/2021 12:11:49 Bank/Gateway: Indian Overseas Bank
BRN : 202102020868453 BRN Date: 02/02/2021 12:02:49
Payment Status: Successful Payment Ref. No: 2000118965/10/2021
(Query No*/Query Year)

Depositor Details

Depositor's Name: EXALTED TRADING PVT LTD AND OTHERS
Address: 122/1R S N M SARANI KOLKATA 700026
Mobile: 9830065037
Email: kyal_developers@gmail.com
Contact No: 09007711037
Depositor Status: Buyer/Claimants
Query No: 2000118965
On Behalf Of: Mrs ARPITA MALLICK
Address: D.S.R. -II SOUTH 24-PARGANAS
Office Name: D.S.R. -II SOUTH 24-PARGANAS
Identification No: 2000118965/10/2021
Remarks: Sale, Sale Document Payment No 10

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000118965/10/2021	Property Registration-Stamp duty	0030-02-103-003-02	1500
2	2000118965/10/2021	Property Registration-Registration Fees	0030-03-104-001-16	332
			Total	1832

IN WORDS: ONE THOUSAND EIGHT HUNDRED THIRTY TWO ONLY.





Government of West Bengal
Directorate of Registration & Stamp Revenue
FORM-1564
Miscellaneous Receipt

Visit Commission Case No / Year	1602000259/2021	Date of Application	27/01/2021
Query No / Year	16022000118965/2021		
Transaction	[0101] Sale, Sale Document		
Applicant Name of QueryNo	Mrs ARPITA MALLICK		
Stampduty Payable	Rs.87,225/-		
Registration Fees Payable	Rs.13,455/-		
Applicant Name of the Visit Commission	Mr A REZA		
Applicant Address	ALIPORE		
Place of Commission	122/1R S N M SARANI KOL-26		
Expected Date and Time of Commission	27/01/2021 1:00 AM		
Fee Details	J1: 250/-, J2: 300/-, PTA-J(2): 0/-, Total Fees Paid: 550/-		
Remarks			









Government of West Bengal





Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16022000118965/2021

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs ROSY JAIN Flat No. 6C And D, Neelkanth, 268, Camac Street, P.O - Park Street, P.S - Shakespear Sarani, District:-South 24-Parganas, West Bengal, India, PIN - 700016	Seiler			<i>Rosy Jain</i> 27/01/21
2	Mr UMESH KYAL 30C, South End Park, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India. PIN - 700029	Representative of Buyer [EXALTE D TRADING PRIVATE LIMITED] [EVER GLOWIN G TRADING PRIVATE LIMITED]			<i>Umesh Kyal</i> 27/1/21



I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr ARVIND KUMAR JAIN Flat No. 6C And D, Neelkanth, 26B, Camac Street, P.O:- Park Street, P.S:- Shakespear Sarani, District:-South 24-Parganas, West Bengal, India, PIN - 700016	Representative of Seller [ARVIND KUMAR JAIN HUF]			<i>Arvind Kumar Jain</i> 27-01-2021
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr ALAMGIR REZA Son of Mr. Jahangir Reza 2B/1, Judges Court Road, P.O - Alipore, P.S - Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Mrs ROSY JAIN, Mr UMESH KYAL, Mr ARVIND KUMAR JAIN			<i>Alamgir Reza Ad</i> 27-1-21

(Samar Kumar Pramanick)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. -I
SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



Major Information of the Deed

Deed No :	I-1602-01215/2021	Date of Registration	03/02/2021
Query No / Year	1602-2000118965/2021	Office where deed is registered	
Query Date	18/01/2021 4:45:42 PM	1602-2000118965/2021	
Applicant Name, Address & Other Details	ARPITA MALLICK 11A, T. N. CHATTERJEE STREET, Thana : Baranagar, District : North 24-Parganas, WEST BENGAL, PIN - 700019, Mobile No. : 9836735622, Status : Advocate		
Transaction:	Additional Transaction		
[0101] Sale, Sale Document	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 13,26,000/-	Rs. 13,74,096/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 68,725/- (Article:23)	Rs. 13,767/- (Article:A(1), E, M)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Kolkata Leather Camp, Gram Panchayat: BAMANGHATA, Mouza: Kochpukur, JI No: 2, Pin Code : 700156

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-122 (RS :-)	LR-1196	Bastu	Danga	1.286 Dec	9,94,500/-	10,03,080/-	Property is on Road
L2	LR-123 (RS :-)	LR-1196	Bastu	Danga	0.4372 Dec	3,01,500/-	3,41,016/-	Property is on Road
TOTAL :					1.7232Dec	12,96,000 /-	13,44,096 /-	
Grand Total :					1.7232Dec	12,96,000 /-	13,44,096 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	30,000 /-	30,000 /-	

Seller Details :

SI No	Name, Address, Photo, Finger print and Signature
1	ARVIND KUMAR JAIN HUF Flat No. 6C And D, Neelkanth, 26B, Camac Street, P.O:- Park Street, P.S:- Shakespear Sarani, District:-South 24 -Parganas, West Bengal, India, PIN - 700016 , PAN No. : AAxxxxx8L, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

