

भारतीय गैर न्यायिक

पचास
रुपये

50

FIFTY
RUPEES

Rs 50

भारत

INDIA

NOTARIAL A NOTARIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

P.K. Datta

Regn. No. 1101/98

GOVT. OF INDIA

P.K. Datta

Calcutta

Regn. No. 1101/98

GOVT. OF INDIA

AA 996054

Form-'A'

See Rule 3(2)

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY
THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum declaration of Mr.Vivek Khemka duly authorized by the Promoter (vide his authorization dated 15th day of July 2019) of the proposed project **KEVENTER'S RISHRA-II** situated at Premises No. 17/8/2 Dinen Bhattacharjee Sarani, Rishra-712250, P.O- Morepukur, P.S-Rishra.

I, Vivek Khemka, duly authorized by the Promoter of the proposed Project do hereby solemnly declare, undertake and state as under.

Vivek Khemka
For Kavantar Projects Ltd.

P. K. Datta
Notary
Regn. No. 1101/98
O.M.M.'s Court
2 & 3, Bankanal Street
Calcutta - 700001

03 MAR 2021

Sold To.....
Name.....
Address.....
Rs.....
- 3 MAR 2021
C.M.M's Court,
2, Bankshall Street, Kol-1

101509

Kevanter Projects Ltd
34/1, D.H. Rd
KOL-27

~~ABANISH KUMAR DAS
Govt. License Stamp Vendor
C.M.M.'S Court
2, Bankshall Street, Kol~~

- 1) That the Promoter has a legal title to the land on which the development of the proposed Project is proposed to be carried out
And
A legally valid authentication of the title of such land along with an authenticated copy of merger order and partition of land for the development of the real estate project is enclosed herewith.
- 2) The details of encumbrances including details of any rights, title or interest of some of any party in or over such land, along with details are annexed as **Annexure A**.
- 3) That the time period within which the Project shall be completed by Promoter is 31st March, 2025.
- 4) That seventy percent of amounts realized by the Promoter for the real estate project from the allottees from time to time, shall be deposited in a separate bank account to be maintained in a scheduled bank to cover the cost of construction and land cost shall be used only for that purpose.
- 5) That the amounts from the separate account, cover the cost of the project shall be withdrawn in proportion to the percentage of completion of the project.
- 6) That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
- 7) That the Promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice and shall produce a statement of accounts duly certified and signed by such chartered accountant and shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
- 8) That the Promoter shall take all pending approvals on time from the competent authorities.

For Laventor Projects Ltd.

Avinch Kumar
Director

P. K. Datta
Notary
Regn. No. 111150
G.D.M.'s Court
2 & 3, Bahadur Street
Calcutta - 700001

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- 9) That the Promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
- 10) That the Promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any ground.

Vivek Khemka

For Laventor Projects Ltd.

Vivek Khemka

Vivek Khemka

Director

Verification

The contents of our above Affidavit and Declaration are true and correct and nothing material has been concealed by us there from.

Verified by us at KOLKATA on this 3rd day March 2021

Vivek Khemka

Vivek Khemka

Director



Setore me

Signature Attested by me
on Identification of advocate

P.K. Datta
P. K. DATTA
Notary

P. K. Datta
Notary
Reg. No. 1101/95
C.M.M's Court
2 & 3, Bank Street, 5, 2nd
Calcutta - 700021



03 MAR 2021

TO WHOMSOEVER IT MAY CONCERN

Please find appended below the list of encumbrances on the land of the proposed project Keventer's Rishra-II situated at Premises no. 17/8/2 Dinen Bhattacharyya Sarani, Ward No 16 of Rishra Municipality, P.O-Morepurkur, Police Station – Rishra, District – Hooghly. We say that, this disclosure is to the best of our knowledge and as per the information available with us as on date.

A. Litigations :

There is no litigation in the project as on date.

B. Disclosures:

The Promoter has not taken any loan against the subject land.

Thanking You

For KEVENTER PROJECTS LTD,

Rock Khemka
Authorised Signatory

Place: - Kolkata

Dated: 1/03/2021

ATTESTED
[Signature]
P. K. DATTA
NOTARY
Govt. of India
753, Bankchal Street
Keventer Projects Limited



03 MAR 2021

4-03426

I-03133/08



पश्चिम बंगाल WEST BENGAL

A 213935

Handwritten notes and calculations:

- 644 200
- 3832/08
- 8846 700
- 71 Stamp duty
- 60042509 - 5000
- 975095 ru + 5000
- 7 ru
- 975102 ru
- 796 ru
- 209/08
- 250
- 510 ru
- 38 ru

... which are parts of documents are attached with the stamp

6204250 ru
500 ru
6205250 ru

Handwritten signature

ALL INFORMATION CONTAINED

160508

ATTESTED

P. K. DATTA
NOTARY



THIS INDENTURE OF SALE DEED made on the

day of May, 2008 between NATIONAL TEXTILE CORPORATION LIMITED, a company incorporated under the Companies Act, 1956 having its Registered Office at premises No 7, Jawahar Lal Nehru Road, Kolkata, - 700 013 hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the PAN No AABEN

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subject or context be deemed to mean and include its successor or successors in interest and assigns) of the ONE PART;

AND

METRO HEIGHTS PRIVATE LIMITED a company incorporated under the Companies Act, 1956 and having its Registered office at No. 2, N. C. Datta Sarani (previously known as Clive Ghat Street), Kolkata - 700001, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors - in - interest and assigns) of the OTHER PART. PAN No. AAFEM-1863P.

WHEREAS National Textile Corporation Limited, the vendor abovenamed, had by means of nationalization under the Sick Textiles Undertaking (Nationalization Act), 1974 had acquired the custody and ownership of the mill estate which was commonly known as Luxmi Narayan Cotton Mills at Rishra, Dist. Hooghly, West Bengal which included the land being All that piece and parcel of Bastu land containing an area of 12.305 Acres (more or less) situated at and being municipal Premises No. 17/8, Dinen Bhattacharjee Sarani, Circle No. C/1, Ward No. 16, under Rishra Municipality comprised in K. L. Datta, Dag No. 9534 (Part) corresponding to R. S. Dag Nos. 2555, 2562, 2566, 2582, 2587,

ATTESTED

in K. L. Datta,

NOTARY

243, Park Street

Kolkata

Calcutta



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2633, 2634, 2635, 2637, 2640, 2642, 2643, 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711, 2712 and 2986 as informally provided by the office of BLRO, P.S. Rishra, Mouza Rishra, J. L. No. 27, Khatian No. 10518, Post Morepukur, District Hooghly, West Bengal. The aforesaid land is more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the said land) became transferred to and/or vested in the Central Government on and from 01.04.1974;

AND WHEREAS the Central Government had transferred the custody and ownership of the said mill and the said land to the Vendor herein by virtue of the provisions of the said Act.

AND WHEREAS the Vendor thus became seized and possessed of and / or otherwise well and sufficiently entitled to all that the said land free from all encumbrances;

AND WHEREAS the said land has been duly mutated in the name of the Vendor with the Rishra Municipality and having municipal premises No. 17/8, Dinen Bhattacharjee Sarani, Circle No. C/1, Ward No. 16, P.S. Rishra, Mouza Rishra, J. L. No. 27, Khatian No. 10518, Post Morepukur, District Hooghly, West Bengal;

AND WHEREAS The Board for Industrial & Financial Reconstruction (BIFR) has sanctioned the rehabilitation scheme of the Vendor by its order dated 15.02.2002 and approved the sale of its assets including the surplus land;

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Govt. of India
243, Banskhal Street
Calcutta



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AND WHEREAS the Vendor has in order to dispose of the said land floated a tender notice dated 21.06.2007 for sale of the said land on "as is where is basis and as is what is basis";

AND WHEREAS pursuant to the said tender notice the Purchaser had submitted its bid on the 21.07.2007 for a sum of Rs. 8,75,00,000/- (Rupees Eight Crores and Seventy Five Lacs only);

AND WHEREAS the said bid was ultimately accepted by the Vendor and thereupon the Purchaser has paid to the Vendor a sum of Rs. 2,18,75,000/- (Rupees Two crores eighteen lacs seventy five thousand only) as 1st installment;

AND WHEREAS the Purchaser has also paid the balance consideration of Rs. 6,56,25,000/- (Rupees Six Crores Fifty Six Lacs Twenty Five Thousand only) to the Vendor. Thus the total consideration of Rs. 8,75,00,000/- was duly paid by the Purchaser to the Vendor;

AND WHEREAS since there was a delay in payment of the said balance consideration, the Purchaser became liable to pay delayed payment charges up to date of payment i.e. up to 14.12.2007 being a sum of Rs. 14,73,426/- (Rupees Fourteen lacs seventy three thousand four hundred and twenty six only) and has prior to the execution of these presents duly paid the said charges vide Cheque No - 211387 dated 18th December, 2007 drawn on Indian Bank, Sarat Bose Road Branch, Kolkata and the sale consideration for the purpose of payment of stamp duty is Rs. 8,75,00,000/- (Rupees Eight Crores Seventy Five Lacs only).

P. K. DATTA
 JUDGE
 Govt of India
 2A, Banskhal Street
 Calcutta



03 MAR 2021

AND WHEREAS the Vendor has offered to sell and the Purchaser has agreed to purchase on as is where is basis and as is what is basis All That the said land at and for the consideration of a sum of Rs. 8,75,00,000/- (Rupees Eight Crores Seventy Five Lacs only).

NOW THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS:

That in pursuance of the said agreement and in consideration of the said sum of Rs. 8,75,00,000/- (Rupees Eight crores seventy five lacs only) paid by the Purchaser herein unto the Vendor before execution of these presents (the receipt of which sum the Vendor doth hereby acknowledge as the full consideration) and the Vendor doth hereby grant, convey and assign by way of absolute sale unto the Purchaser All That the piece and parcel of land containing an area of 12.305 Acres (more or less) situated lying at and being municipal premises No. 17/8, Dinen Bhattacharjee Sarani, Circle No. C/1, Ward No. 16, Under Rishra Municipality comprised in L. R. Plot (Dag) No. 9534 (Part) corresponding to R. S. Dag Nos. 2555, , 2562, 2566, 2582, 2587, 2633, 2634, 2635, 2637, 2640, 2642, 2643, 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711, 2712 and 2986 P. S. Rishra, Mouza Rishra, L. No. 27, Khatian No. 10518, Post Morepukur, District Hooghly, West Bengal Together with building natures, etc. with all the estate, right, title and interest of

ATTESTED
P. K. DATTA
Govt. of India
243, Barabai Street
Calcutta

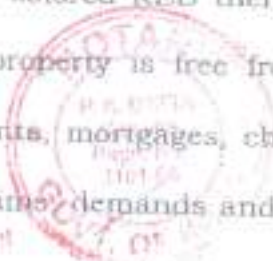


03 MAR 2021

the Vendor herein together with all other rights, easements, advantages, privileges and appurtenances whatsoever in the said piece and parcel of land TO HAVE AND TO HOLD the same unto the Purchaser herein absolutely free from all encumbrances, claims demands, attachments and charges but subject however to the future payment of all Government assessment and other taxes payable to the Government or any other Local Authorities in respect of the said land and the said property is more particularly described in the Schedule hereunder, delineated in the plan attached hereto and colored RED thereon together with all ways, waters, watercourses thereto, whatever in the said piece or parcel of land more fully described in the Schedule hereunder written and hereby conveyed, the Vendor covenants and confirms that all rents, rates, taxes, assessment dues, duties on the said property have been paid by them up to and including the date of these presents and further covenants that should any rates, taxes, dues and duties be found payable up to date, the same shall and will be paid by the Vendor.

AND the Vendor doth hereby covenants with the said Purchaser that the Vendor has a good right, title, interest and full power to grant, convey and assign the said piece and parcel of land more particularly described in the Schedule hereunder written and delineated in the plan attached hereto and colored RED thereon in the manner aforesaid and that the said property is free from all encumbrances, liens, lispendens, attachments, mortgages, charges, alignments, acquisitions or requisitions, claims demands and other

ATTESTED
 P. K. DATTA
 GOVT. OFFICER
 283, Bank Street
 Calcutta



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court attachments of any nature whatsoever and howsoever and that the Purchaser may quietly enter into and enjoy the same and realize the rents, issues and profits of the said property without any lawful interruption, claims, demand or disturbance whatsoever from the said Vendor or any other person or persons claiming through, under or in trust for the said Vendor. The Vendor further confirms that there are no revenue arrears or other dues pertaining to the said land up to the date of receipt of final consideration. And that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles and charges and / or encumbrances whatever had made, executed occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for it and all persons having or lawfully or equitably claiming any estate, right, title or interest in law or in equity in all the said property hereby assigned, transferred or any part thereof by, from or in trust for the Vendor or its successors, assignees and representatives shall and will from time to time.

AND the Vendor doth hereby covenant with the Purchaser that not withstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from through, under or in trust for it, made, done, committed or knowingly or willingly suffered to the contrary, has right, title or

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243, Bankshah Street
Calcutta



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interest to the said property not becoming void or voidable or the Vendor doth hereby covenant with the Purchaser that there is no mortgage, charge or lien or any other encumbrance on the said property and the Vendor doth hereby further covenant with the Purchaser that the Purchaser, its visitors, servants, agents and licensees from time to time and at all times hereafter by way of right at its or their free will and pleasure for all purposes connected with the use and enjoyment of the said property hereby conveyed, and assured or expressed so to be to go to return, pass and re-pass with or without vehicles of all descriptions (including mechanically propelled vehicles) laden or un-laden and with or without animals over the common road and the Vendor declares that it has handed over to the Purchaser all documents of title relating to, belonging to or connected with the said property and the Vendor declares and confirms that they do not have any other documents of title and should they come in possession of any evidence or document of or relating to title, they shall and will hand over or cause to be handed over to the Purchaser or any person claiming through or under the Purchaser.

AND the Vendor doth hereby confirm that it had handed over to and placed the Purchaser in possession of the said property hereby granted, conveyed, transferred and assigned unto the Purchaser.

AND lastly the Vendor doth hereby confirm that the said land is free from encumbrances, liens, mortgages, attachments,

ATTESTED
 P. K. DATTA
 NOTARY
 Govt of India
 283, Bankshah Street
 Calcutta



U 3 MAR 2021

mortgages, charges, alignments, acquisition or requisitions of any nature whatsoever and howsoever and there is no labour liability or outstanding. The Vendor further confirms that there are no revenue arrears or other dues pertaining to the said land up to the date of receipt of final consideration.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of Bastu land containing an area of 12.305 Acres (more or less) situate lying at and being Municipal Premises No. 17/8, Dinen Bhattacharjee Sarani, Circle No. C/1, Ward No. 16, Under Rishra Municipality comprised in L. R. Dag No. 9534 (Part) corresponding to R. S. Dag Nos. 2555, 2562, 2566, 2582, 2587, 2633, 2634, 2635, 2637, 2640, 2642, 2643, 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711, 2712 and 2986 P. S. Rishra, Mouza Rishra, J. L. No. 27, Khatian No. 10518, Post Morepukur, District Hooghly, West Bengal and the same is butted and bounded in the manner following that is to say:-

North : By Laxmi Narayan Cotton Mills.

South : Partly by Dinen Bhattacharya Sarani
Partly by private lands.

East : By Dinen Bhattacharya Sarani.

West : Partly by Das Para Lane and partly by private lands.

And the said land is bordered RED on the map or plan annexed hereto.

ATTESTED
P. K. DATTA
NOTARY
Govt. of India
283, Bankim Street
Calcutta



03 MAR 2021

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set their respective hands and seals to this indenture of sale on the day, month and year first above herein written.

SIGNED SEALED AND DELIVERED BY THE VENDOR through its General Manager Mr. Subrata De Sarkar and the COMMON SEAL of the VENDOR has been affixed in the presence of Mr. Amal Kumar Roy and Mr. Shree Kanta Chatterjee two of its Executives who have been so authorized by a Resolution of the Board of Directors of the Vendor and who have also signed and executed these presents at Kolkata in the presence of:

- 1) *Sourakanta Chatterjee*
6, J. M. Rd., Kolkata - 700 013.
- 2) *Amal Kumar Roy*
LNCA, Purshura.

Subrata De Sarkar
General Manager
SUBRATA DE SARKAR
NTCLTD Sub-office, Kolkata,
6, J. L. Nehru Road
Kolkata-700 013

SIGNED AND SEALED AND DELIVERED BY THE PURCHASER AT KOLKATA in the presence of:

Mailash Jothi
2, Clive Chat Street
Kolkata 700 001

S.K. Saraf
SUSTUL KUMAR SARAF
4 Clive Road

ATTESTED
P. K. DATTA
Notary
Govt. of India
2&3, Banskara Bazar
Calcutta

For METRO HEIGHTS PVT. LTD.

Rajeev Jyoti Khetao
Director
(RAJEEV JYOTI KHETAO)



03 MAR 2021

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 8,75,00,000/- (Rupees Eight Crores Seventy Five Lacs only) being the full consideration money as per Memo below:

| Sl. No | Bankers Cheques / Cheque Nos. | Cheque Date | Bank Name | Amount (Rs.) |
|--------|-------------------------------|--------------|-------------|-----------------------|
| 1 | 135464 | 05.09.2007 | Indian Bank | 2,18,75,000.00 |
| 2 | 211369 | 06.12.2007 | Indian Bank | 65,00,000.00 |
| 3 | 211371 | 07.12.2007 | Indian Bank | 1,00,00,000.00 |
| 4 | 211372 | 07.12.2007 | Indian Bank | 1,00,00,000.00 |
| 5 | 211373 | 07.12.2007 | Indian Bank | 50,00,000.00 |
| 6 | 211374 | 07.12.2007 | Indian Bank | 21,25,000.00 |
| 7 | 433214 | 14.12.2007 | OBC | 1,50,00,000.00 |
| 8 | 433216 | 14.12.2007 | OBC | 1,50,00,000.00 |
| 9 | 433215 | 14.12.2007 | OBC | 20,00,000.00 |
| | | TOTAL | | 8,75,00,000.00 |

(RUPEES EIGHT CRORES SEVENTY FIVE LACS ONLY)

WITNESSES:

1. *Sreekantha Chatterjee*
B. P. M. R. Kolkata-13

2. *Amal Kr Roy*
L.M.C.M. Kolkata.

Abdullah Jossy

Drafted by me.

S. K. Kanodia
(S. K. Kanodia)
Advocate.

Amal
(VENDOR)

S. De Sarkar

General Manager (Tech)

NTC LTD. Sub-office, Kolkata.

6, J. L. Nehru Road

Kolkata-700 013

ATTESTED

P. K. DATTA
NOTARY
Govt of India
243, Benipani Street
Calcutta



03 MAR 2021

Signature of the
executant and/or
purchaser/ Presentants

SPECIMEN FORM FOR TEN FINGER PRINTS



ATTESTED

P. K. DATTA
NOTARY

THUMB FORE MIDDLE RING LITTLE

RIGHT HAND

NOTARY
P. K. DATTA
District
Regn. No
101-95

03 MAR 2021

Office of the ADSR Serampore
Serampore, Hooghly
Endorsement For deed Number :I-03233 of :2008
(Serial No. 03426, 2008)

In 16/05/2008

Representation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 20.00 on :16/05/2008,at the Private residence by Radhe Shyam Khetan,Claimant.

Commission of Execution(Under Section 58)

Execution is admitted on :16/05/2008 by

1. Subrata De Sarkar,General Manager (tech),M/s, National Textile Corporation,Limited, 7, J. L. Nehru Road, Pan No- Aaben 5649q, Pan No- Aaben 5649q, profession :Business
 2. Radhe Shyam Khetan,Director,M/s, Metro Heights Pvt Ltd,2, N. C. Dutta Sarani,Kolkata-1(pan-aafcm 1863p),Kolkata-1(pan-kaalcm 1863p), profession :Business
- Witnessed By Sree Kanta Chatterjee, son of Kishore Lal Chatterjee F /17, Anandapuri Barrackpore 24, Pnrg (n) Thana: Barrackpore, by caste Hindu,By Profession :Service.

Name of the Registering officer :Ashim Kumar Ghosh
Designation :Addl. District Sub Registrar

In 19/05/2008

Payment of Fees:

Fees Paid in rupees under article : A(1) = 975095/- ,E = 7/- on:19/05/2008

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 3646000/-

Certified that the required stamp duty of this document is Rs 5318770 /- and the Stamp duty paid as: Impressive Rs- 500

Stamp duty

Impressive stamp duty : 1.Rs 6204250/- is paid by the draft no. :150325, Draft date:09/05/2008, Bank name:State Bank Of India, N. S. Road (0144), received on :19/05/2008. 2.Rs 500/- is paid by the draft no. :624267, Draft date:15/05/2008, Bank name:State Bank Of India,N.S. Road , Calcutt, received on :19/05/2008.



Name of the Registering officer :Ashim Kumar Ghosh
Designation :Addl. District Sub Registrar

[Ashim Kumar Ghosh]
A. D. S. R. O.
Office of the Additional District Sub Registrar, Serampore
Govt. of West Bengal

ASHIM, Dist Sub-Registrar
SERAMPORE, HOOGHLY

200508

P. K. DATTA
NOTARY
Govt. of West Bengal
243, Bankside Street
Kolkata



03 MAR 2021

Office of the ADSR Serampore
Serampore, Hooghly
Endorsement For deed Number :J-03233 of :2008
(Serial No. 03426, 2008)

20/05/2008

Liability(Rule 43)

Issued under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,4
dian Stamp Act 1890. also under section 5 of West Bengal Land Reforms Act, 1955, Court fee stamp paid Rs.-10/-

21 Fees paid

Amount of Registration fees is realized under Article in rupees : on: 20/05/2008.

Name of the Registering officer :Ashim Kumar Ghosh
Designation :Addl. District Sub Registrar



[Ashim kumar Ghosh]
A. D. S. R
Office of the Additional District Sub Registrar, Serampore
Govt. of West Bengal

ADDL. Dist. Sub Registrar
SERAMPORE, HOOGHLY

ATTESTED

20 05 08

P. K. DATTA
NOTARY
Sign. of P. K. Datta
2nd, Bhawanipalaya Street
Serampore



03 MAR 2021

Certificate of Registration under section 60 and Rule 69.

Registered in Book - 1
CD Volume number 5
Page from 3150 to 3170
being No 03233 for the year 2008.



(Ashim Kumar Ghosh) 20-May-2008
A. D. S. R.
Office of the Additional District Sub Registrar, Serampore
West Bengal


A. D. S. R.
SERAMPORE, HOOGHLY

20 5 08


ATTESTED
P. K. DATTA
NOTARY
Govt of India
243, Barisal Street
Kolkata



03 MAR 2021

DATED THIS 16th DAY OF May, 2008

BETWEEN

NATIONAL TEXTILE CORPORATION
LIMITED

- VENDOR

AND

METRO HEIGHTS PRIVATE LIMITED

- PURCHASER

CONVEYANCE

KANODIA & CO.,
Solicitors & Advocates,
Temple Chambers, 4th Floor,
6, Old Post Office Street,
KOLKATA - 700001.
Off: 22109532/30280152

Fax: 22480035

Res.: 26550151/7108

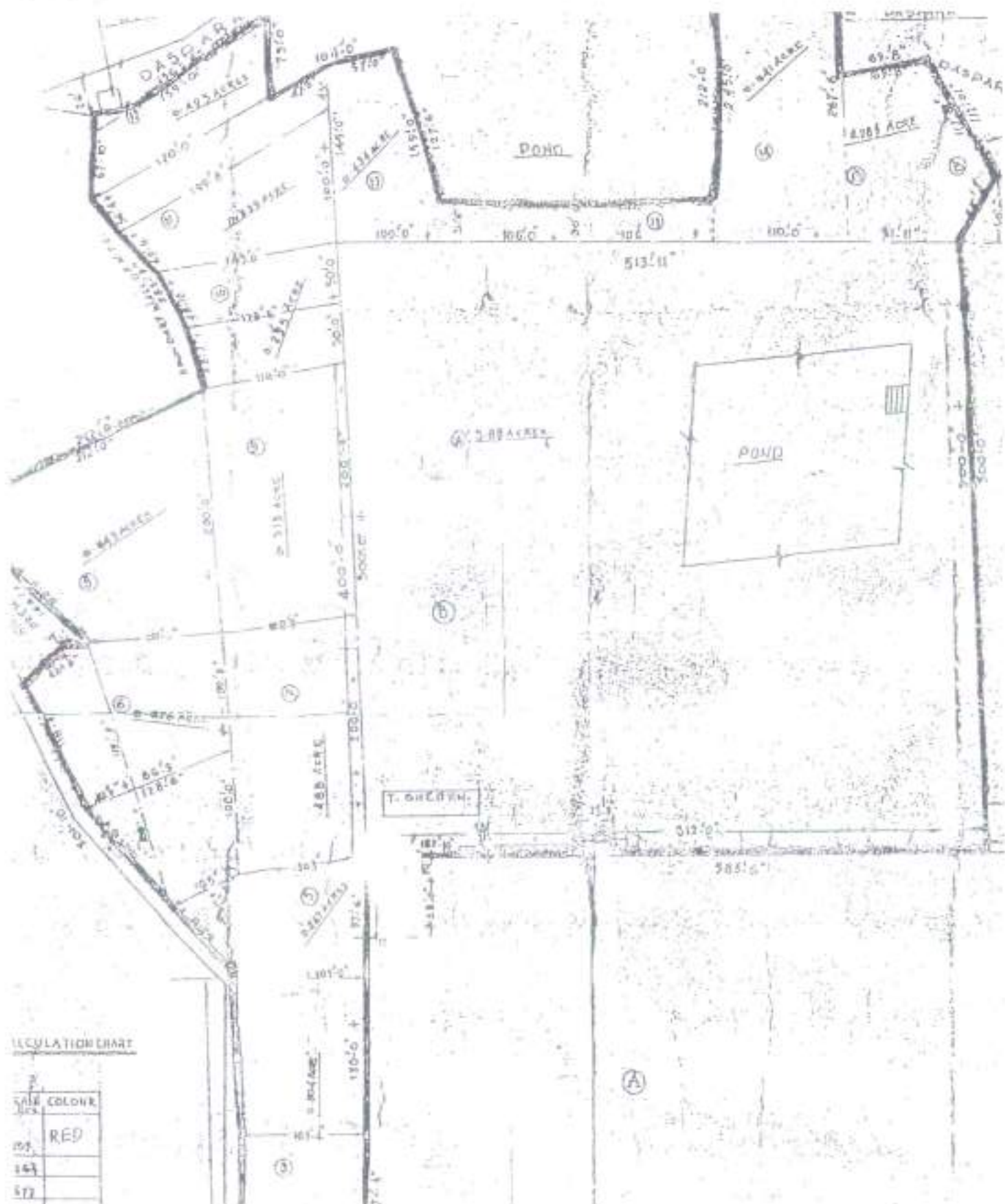
ATTESTED

P. K. DATTA
NOTARY

Govt. of India
26A, Bala Sarai Street
Calcutta



03 MAR 2021



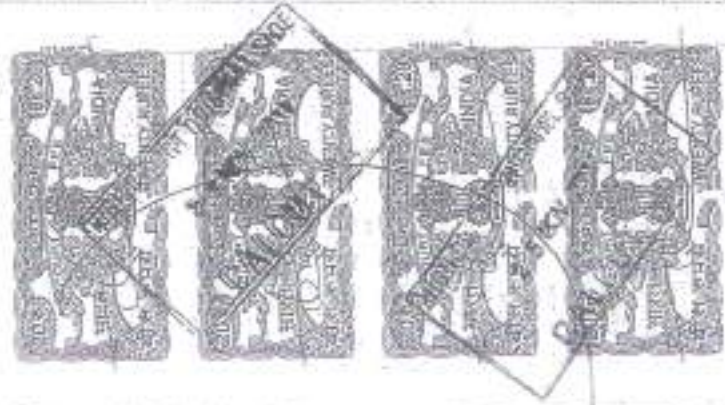
ATTESTED

P. K. DATTA
 NOTARY
 Govt of India
 263, Bahadur Street
 Calcutta



03 MAR 2021

131-25/11/2011 SOA



Company Petition No. 407 of 2011
Connected with
Company Application No. 533 of 2011
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION



In the Matter of the Companies Act,
1956

And

In the Matter of an application under
Sections 391(2) and 394 of the said Act;

And

In the Matter of:
METRO HEIGHTS PRIVATE LIMITED, a
company incorporated under the
provisions of the Companies Act, 1956,
having its registered office at Sagar
Estates, 3rd Floor, Unit No.1, 2, Clive
Ghat Street, Kolkata-700 001 within the
aforesaid jurisdiction.

And

In the Matter of:
KEVENTER PROJECTS LIMITED, a

ATTESTED

P. K. DATTA
NOTARY

Govt. Reg. No.
203, Bonbela Street
Kolkata-700



03 MAR 2021

company incorporated under the provisions of the Companies Act, 1956, having its registered office at Sagar Estate, 2, Clive Ghat Street, Kolkata-700 001 within the aforesaid jurisdiction.

And

in the Matter of.

1. Metro Heights Private Limited
2. Keventer Projects Limited

PETITIONERS

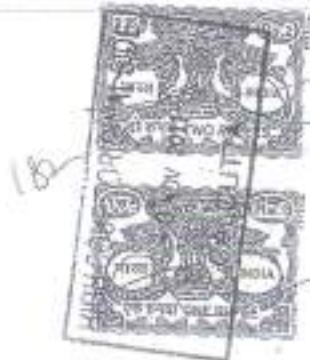
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2&3, Bankshot Street
Kolkata-700



03 MAR 2021

Company Petition 407 No. of 2011
 Connected with
 Company Application 533 No. of 2011



IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

President of the Union of India

In the matter of Companies Act, 1956

- Pet.

In the matter of an application under sections 391(2) and 394 of the said Act

- And.

In the matter of

Metro Heights Private Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Sagan Estate, 3rd Floor, unit 10-1 2, 2nd floor flat Street, Kolkata-700001 within its respective jurisdiction.

- And.

In the matter of

Kavaleri Projects Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Sagan Estate, 2nd floor flat Street, Kolkata-700001 within its respective jurisdiction.

And

In the matter of

1. Metro Heights Private Limited
2. Kavaleri Projects Limited

Petitioners

In above petition coming on for hearing on this day upon reading the said petition the order was made pursuant to day of May in the year of two thousand eleven whereby the above named petitioners Company no. 1 Metro Heights Private Limited (hereinafter referred to as the said transferor Company) and the above named petitioners Company no. 2 Kavaleri Projects Limited (hereinafter referred to as the

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2011

The Honourable Mr. Justice
Tanjib Benerjee

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 23A, Bhabanagar Street
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Said Transfers Company) were ordered to convene separate meetings of their equity shareholders for the purpose of considering and if thought fit approving with or without modification the proposed scheme of amalgamation of the said Transferor Company with the said Transferee Company dispensing with the advertisement of the meetings in the Newspapers and annexed to the joint affidavits of Veer Kishan and Niraj Chandra filed on Eighteenth day of May in the year of Two thousand Eleven, the affidavit of Gopal Chandra filed on Eighth day of June in the year of Two thousand Eleven showing the dispatch of the said notices concerning the said meetings, the reports of the Chairpersons of the said meetings both dated Thirteenth day of July in the year of Two thousand Eleven as to the result of the said meetings and upon reading as the part of the said petitioner Companies, an affidavit of Gopal Chandra filed on first day of August in the year of Two thousand Eleven and the exhibits thereto referred to and upon reading the same with dates and date Eighteenth day of July in the year of Two thousand Eleven and upon reading on the part of the Central Government, an affidavit of Dr. Sarwan Jain, The Regional Director (Eastern Region) Ministry of Corporate Affairs, Kolkata filed on Twenty-first day of October in the year of Two thousand Eleven and upon hearing the Muzin Bhattacharya counsel for the said petitioner Companies and Mr. Chittaranjan Ghosal, advocate for the Central Government and it appearing from the said reports of the Chairpersons that the proposed scheme of Amalgamation has been approved unanimously by the equity shareholders of the said Transfers Company and the said Transferor Company in accordance with law.

This Court doth hereby sanction the proposed scheme of Amalgamation subject to deletion of Clause 13 of Part-II of the Scheme set forth in Annexure # of the petition hereto and specified in the Schedule and upon such assurances given before His Honble Court and not being deemed to come to be binding with effect from First day of April in the year of Two thousand Eleven, (Annexure # referred to as the said Scheme)

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appointed date) on the said Transfer Company and the said Transfer Company and their respective Shareholders and all concerned.

The Court Order

1. That all the properties, rights and interest of the said Transfer Company including those specified in the first, second and third parts of the Schedule to be transferred from the said Appointed Date and vest without further act or deed to the said Transfer Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act 1956 be transferred to and vest in the said Transfer Company for all the estate and interest of the said Transfer Company through its proper authorities to all changes now affecting the same.
2. That all the liabilities and duties of the said Transfer Company be transferred from the said Appointed Date without further act or deed to the said Transfer Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act 1956 be transferred to and become the liabilities and duties of the said Transfer Company and.
3. That all proceedings now or hereafter appeals now pending by or against the said Transfer Company shall be continued by or against the said Transfer Company and.
4. That there be and the same is hereby granted to the said petitioner Companies to file the Schedule of Assets as stated in para-20 of the petition of the said Transfer Company within a period of two weeks from the date hereof, and.
5. That the said petitioner Companies do within a period of thirty days from the date hereof cause the Certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration, and

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Schedule "A" above referred to

SCHEME OF AMALGAMATION
(UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956)
OF
METRO HEIGHTS PRIVATE LIMITED

With
KEVENTER PROJECTS LIMITED

PART - I

(Preliminary)

1. DEFINITIONS:

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings:

- i. "Act" means The Companies Act, 1956, including any statutory modifications, re-enactments or amendments thereof.
- ii. "Appointed Date" means the 1st day of April, 2011 or such other date as the Hon'ble High Court at Calcutta may direct.
- iii. "The Effective Date" means the later of the following dates or such other dates as the High Court at Calcutta may direct, namely:
 - (a) the date on which the last of all the consents, approvals, permissions, resolutions, sanctions and orders as are hereinafter referred to have been obtained or passed;
 - (b) the date on which certified copy of the Order of the High Court at Calcutta under Sections 391, 392 and 394 of the Act are filed by the respective companies with the Registrar of Companies, West Bengal.

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- iv. "Scheme" means this Scheme of Amalgamation of the Transferor Company with the Transferee Company in its present form or with such modifications as sanctioned by the Hon'ble High Court at Calcutta.
- v. "Transferor Company" means Metro Heights Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Sagar Estate, 3rd Floor, Unit No.1, 2, Clive Ghat Street, Kolkata-700 001 in the State of West Bengal.
- vi. "Transferee Company" means Keventer Projects Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Sagar Estate, 2, Clive Ghat Street, Kolkata-700 001 in the State of West Bengal.
- h. "Undertaking of the Transferor Company" means and includes:
 - (a) All tangible and intangible assets, movable and immovable properties, investments, loans, advances, deposits, sundry debtors and other receivables, rights, powers, authorities, entitlements and benefits of the Company concerned and all debts, borrowings and liabilities including contingent liabilities and other outstanding amounts payable and all the duties and obligations.
 - (b) Without prejudice to the generality of sub-clause (a) above, Undertaking shall include all movable and immovable properties, freehold or leasehold, real and personal, corporeal and incorporeal, in possession or reversion, present and contingent and all other assets (whether tangible or intangible) of whatsoever nature or description and wheresoever situate, including land, buildings, apartments, flats together with lease, tenancy, entry and occupation rights, liberties, easements and advantages and other rights and interest in or arising out of or in relation to any property, and shall also include office equipments, computer and allied hardware, furniture & fixtures, vehicles, utilities and services of every kind, descriptions and nature including telephone, telex, facsimile, internet, broadband, cable, wireless and other communication, transmission services and data storage facilities, investments in shares, debentures, bonds, mutual

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funds and other securities and instruments including applications in relation thereto or accruals arising therefrom, all loans, advances, deposits, tax deducted at source, refunds, claims and all other receivables, sundry debtors, inventories, cash and bank balances, balance in profit and loss account, negotiable and quasi negotiable instruments, all intellectual property rights including but not limited to copyrights, trade marks, trade names, websites and domain names, all licenses, registrations, permissions, consents, exemptions and approvals of whatsoever nature, grants, permits, allotments, subsidies, concessions and quotas, import entitlements, benefits of all agreements, contracts, letters of intent, memorandum of understanding, term sheets and arrangements, assignments and all other rights, interests, powers and authorities, privileges, benefits and entitlements of every kind, nature and description including VAT, sales tax and Central Excise credits, credit for advance tax paid and taxes deducted at source and other benefits and reliefs available under the Income Tax Act, 1961 and under all other direct and indirect tax laws, whether vested or contingent, held or applied for by the Company or to which the Company is otherwise entitled to or as may be obtained hereafter and all necessary records including books, files, papers, storage or recorded electronic or magnetic media and software, deeds, documents, instruments and records of the concerned Company.

x. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. **SHARE CAPITAL:**

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company are as under:

1. The Transferor Company:

AUTHORISED SHARE CAPITAL: (Rs.)
50,000 Equity Shares of Rs. 10/- each 5,00,000/-

ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL
10,000 Equity Shares of Rs. 10/- each
fully paid up 1,00,000/-

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ii. **Kaverter Projects Limited (The Transferee Company)**

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|---|---------------|
| AUTHORISED SHARE CAPITAL: | (Rs.) |
| 12,50,000 Equity Shares of Rs.10/- each | 1,25,00,000/- |
| ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL: | |
| 10,00,200 Equity Shares of Rs.10/- each | 1,00,02,000/- |

3. **OBJECTS AND REASONS:**

- i. Both the Transferor Company and the Transferee Company are carrying on business of Real Estate and dealing in construction projects etc.
- ii. For the optimum running, growth and development of the business and undertakings of the Transferor Company and the Transferee Company with their combined resources and a larger capital and asset base, it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and the terms and conditions stated in this Scheme of Amalgamation.
- iii. The amalgamation will enable appropriate consolidation and integration of the activities of the Transferor Company and the Transferee Company with posing and more efficient utilization of their resources, reduction in overheads and other expenses and improvement in various other operating parameters. The amalgamation will result in the formation of a larger and stronger entity having greater capacity for conducting its operations more efficiently and competitively. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

PART - II
(The Scheme)

4. **TRANSFER OF THE UNDERTAKING OF THE TRANSFEROR COMPANY TO THE TRANSFEREE COMPANY:**

- 4.1 With effect from the Appointed Date, upon this Scheme becoming effective pursuant to section 394(2) of the Act and subject to the provisions of this Scheme in relation to the modalities of transfer and vesting stipulated hereinbelow in this Clause 4, the Transferor Company shall be amalgamated

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with the Transferee Company. Accordingly, the entire business and Undertaking of all the Transferor Company shall, pursuant to the provisions of Section 194 and other applicable provisions of the Act, stand transferred to and vest in and/or be deemed to have been transferred to and vested in the Transferee Company, with effect from the Appointed Date, as a going concern for all estate, right, title and interest therein, without any further act, deed, matter or thing (save as provided in Clause 4.2 and 4.3 below) so as to become, on and from the Appointed Date, the business, undertaking, assets and liabilities of the Transferee Company, in accordance with the provisions of Section 2(1B) of the Income-Tax Act, 1961.

- 4.2 Notwithstanding what is provided in Clause 4.1 above, it is expressly provided that in respect of such of the assets forming part of the Undertaking of the Transferor Company as are movable in nature or which are capable of being dismantled and reassembled at a different location or are otherwise capable of being transferred by physical delivery or by endorsement and delivery, (but other than the investments in shares, stocks, bonds, securities, debentures etc. covered by Clause 4.3 below), shall, upon the Scheme becoming effective, be transferred by physical delivery or by endorsement and delivery by the Company to the Transferee Company, to the end and intent that the property therein passes onto and vests in the Transferee Company with effect from the Appointed Date, without requiring any order of the court or any further act, deed or instrument of conveyance for the same and shall become the property of the Transferee Company accordingly.
- 4.3 All the investments in shares, securities, bonds etc. held in any form by the Transferor Company shall, upon the Scheme becoming effective, stand transmitted to and vested in and/or be deemed to have been transmitted to and vested in the Transferee Company, together with all rights, benefits and interest therein or attached thereto, without any further act or deed and thereupon the Company shall cease to be the registered and/or the beneficial owners of such investments with effect from the Appointed Date. With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company shall be deemed to be holding such investments for and on behalf of and in trust for and for the benefit of the Transferee Company and all profits or dividends or other rights accruing on such investments and all taxes thereof, or losses arising or incurred relating to such investments, shall, for all intent and purposes, be

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treated as the profits, dividends, taxes or assets, as the case may be, of the Transferee Company.

- 4.4 All the immoveable assets and properties of the Transferor Company forming part of the Undertaking of the said Transferor Company shall, upon this Scheme becoming effective, be transferred to and be vested and/or be deemed to be transferred to and be vested, in the Transferee Company, free from all encumbrances, with effect from the Appointed Date, pursuant to the Order of the High Court passed under the provisions of Section 394 of the Act. The mutation of the title to the immovable properties or recording of transfer of title or ownership of the assets registered with any authority, in favour of the Transferee Company, shall be made and duly recorded by the appropriate authority(ies), as from the Appointed Date, without any further act or deed, pursuant to the aforesaid order of the High Court sanctioning this Scheme.
- 4.5 With effect from the Appointed Date all debts, liabilities (including contingent liabilities), amounts refundable, credits and claims and all duties and obligations of the Transferor Company as on the Appointed Date and those which may accrue or arise after the Appointed Date but which relate to the period up to the day immediately preceding the Appointed Date (whether recorded/provided in the books of accounts or not, whether claimed before or after the day immediately preceding the Appointed Date, statutory, contractual or otherwise), as may be reduced pursuant to any payments being made by the said Transferor Company for partial or complete satisfaction of any such debts and liabilities, shall, upon the Scheme becoming effective, be transferred and vested in and/or deemed to have been transferred to and vested in and be assumed by the Transferee Company pursuant to the order of the High Court under Section 394 of the Act and without any further act or deed, so as to become, as from the Appointed Date, the debts, liabilities including contingent liabilities, amounts refundable, credits and claims and duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company and further that it shall not be necessary to obtain consent of any third party or of the person who is party to any contract or arrangement by virtue of which such debts, liabilities including contingent liabilities, amounts refundable, credits and claims and duties and obligations have arisen in order

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to give effect as aforesaid and thereupon, the Transferee Company shall meet, discharge and satisfy the same to the exclusion of the Transferor Company and keep the Transferor Company indemnified at all times from and against the same and from and against all actions, demands and proceedings in respect thereof.

- 4.6 Subject to the other provisions of this Scheme, all the licenses, permissions, clearances, authorisations, approvals, sanctions, consents, registrations, exemptions, entitlements and no-objections obtained by the Transferor Company and/or to which the Transferor Company is entitled to in terms of various statutes, rules, regulations, notifications and/or the schemes, policies or guidelines of the Union or the State Governments, shall, upon this Scheme becoming effective, be available to and vest in and/or shall be deemed to have become available and vested in the Transferee Company with effect from the Appointed Date, without any further act or deed and shall be appropriately transferred/assigned by the statutory and other authorities concerned therewith, in favour of the Transferee Company.
- 4.7 All taxes, debts, duties, liabilities, demands and other like payments made by the Transferor Company on account of Income Tax, Sales tax, Service Tax, Excise Duty, Value Added Tax, Cess etc. and all taxes deducted/collected at source, after the Appointed Date and upto the Effective Date, which relate to the period after the Appointed Date, shall be deemed to have been made by the Transferee Company.
- 4.8 All cheques and other negotiable instruments received in the name of the Transferor Company and all such instruments issued by the Transferor Company for making their payments, after the Appointed Date and upto the Effective Date, shall be deemed to have been made in the name of/by the Transferee Company.
- 4.9 Without prejudice to the provisions of the foregoing clauses and upon this Scheme becoming effective, the Transferor Company and the Transferee Company shall execute such instruments or documents or do all such acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) with the Registrar of Companies and other concerned authorities, to give effect to the above provisions, if and as required.

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5. LEGAL PROCEEDINGS:

If any suits, actions and proceedings of whatsoever nature (hereinafter called "the Proceedings") by or against the Transferor Company are pending on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

6. CONTRACTS AND DEEDS:

6.1 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements, applications and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

6.2 The Transferee Company shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company.

7. SAVING OF CONCLUDED TRANSACTIONS:

The transfer of the Undertaking of the Transferor Company under Clause 4 above, the continuance of Proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and

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executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

8. EMPLOYEES:

On and from the Effective Date:

- 8.1 All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service on the said date.
- 8.2 Accordingly the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.
- 8.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

9. DISSOLUTION OF THE TRANSFEROR COMPANY:

The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

10. BUSINESS IN TRUST FOR THE TRANSFEREE COMPANY:

With effect from the Appointed Date and up to the Effective Date:

- 10.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be

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deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.

10.2 The Transferor Company shall carry on their businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber or otherwise deal with their assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of their business, without the prior written consent of the Transferee Company.

10.2 All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company including accumulated losses shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

11 ISSUE OF SHARES

11.1 The Transferor Company is a wholly owned subsidiary of the Transferee Company and the entire paid up share capital of The Transferor Company is held by the Transferee Company and/or its nominees. In view thereof, upon coming into effect of the Scheme, the entire shares held by the Transferee Company and/or its nominees in the Transferor Company shall stand cancelled and consequently the Transferee Company shall not issue any shares pursuant to and in terms of this Scheme.

12. ACCOUNTING:

12.1 On and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, the reserves of the Transferor Company shall be merged with the corresponding reserves of the Transferee Company.

12.2 All assets and liabilities, including reserves, of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of accounts of the Transferee Company at the book value as recorded in the Transferor Company books of accounts.

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The Clause 13 of Part-V of the Scheme, is deleted pursuant to order dated first day of November in the year of two thousand sixteen passed by the Hon'ble Justice Sanjiv Datta?

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For Registrar
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- 12.3 The difference between the assets and value of liabilities together with accumulated losses of the Transferor Company transferred to the Transferee Company under this Scheme, pursuant to this Scheme, shall be recorded as Capital Reserves or goodwill, as the case may be in the books of the Transferee Company.
- 12.4 The Transferee Company shall be entitled to all entitlement, credit and absorption and to carry forward the losses and unabsorbed depreciation in the books of the Transferor Company under and pursuant to the provisions of section 72A of the Income Tax Act, 1961.
- 12.5 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the same shall be dealt with in accordance with the provisions of Accounting Standard 14, so as to ensure that the financial statements of the Transferee Company reflect the correct financial position on the basis of consistent accounting policy.

~~13. ALTERATION AND ENHANCEMENT IN THE AUTHORISED SHARE CAPITAL OF THE TRANSFEEE COMPANY.~~

~~13.1 Upon the Scheme becoming effective, based on the approval/consent given by the members of the Transferee Company to this Scheme under the provisions of Section 391 of the Act, on the Effective Date, the Authorized Share Capital of the Transferee Company appearing in Clause V of its Memorandum of Association, shall, without any further act or deed, stand automatically enhanced by an amount of Rs.5,00,000 (Rupees Five lacs only) comprising of 50,000 (Fifty thousand) Equity Shares of Rs.10 (Rupees Ten only) each, on account of merger of amounts of the Authorized Share Capital of the Transferor Company with the Transferee Company.~~

~~13.2 Consequently, the Authorized Share Capital of the Transferee Company shall stand altered and increased to Rs.1,30,00,000 (Rupees one crore thirty lacs only) divided into 13,00,000 (Thirteen lacs) Equity Shares of Rs.10 (Rupees Ten only) each and Clause V of its Memorandum of Association shall, without any further act or deed, automatically stand amended and altered pursuant to the provisions of Sections 18, 14 and 384 and other applicable provisions of the Act, as the case may be, in the manner set out below.~~

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~~5. The Authorized Share Capital of the Company is Rs. 3,30,00,000/- (Rupees one crore thirty lacs only) divided into 33,00,000 Equity Shares of Rs 10 each, with the rights, privileges and conditions attaching thereto as are provided by the Articles of Association of the Company for the time being with the power to increase or reduce the capital in accordance with the Company's resolution and the legislative provisions for the time being in force in this behalf and with the power to divide the shares in the capital for the time being into Equity Share Capital and Preference Share Capital and to attach thereto respectively and preferential qualified or special rights, privileges or conditions as may be determined by, or in accordance with the privileges or conditions as may be determined by, or in accordance with the provisions of the Companies Act, 1956 and the resolutions of the Company and to vary or modify or abrogate and such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.~~

14. APPLICATIONS:

The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make necessary applications under Sections 391 to 394 of the Act, to the Hon'ble High Court at Calcutta, for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up and apply for and obtain such other approvals, as required by law. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta shall be construed as references to the National Company Law Tribunal as the context may require. The Transferor Company and the Transferee Company shall also apply for such other approvals as may be necessary in law, if any, for bringing the Scheme into effect. Further, the Transferor Company and the Transferee Company shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

15. APPROVALS AND MODIFICATIONS:

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The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize) are empowered and authorized:

- 15.1 To assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court at Calcutta and / or any authorities under law may deem fit to approve or direct or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.
- 15.2 To settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

16. SCHEME CONDITIONAL UPON:

The Scheme is conditional upon and subject to the approval of the Scheme by the requisite majority of the members of the Transferor Company and the Transferee Company and sanction of the same by the Hon'ble High Court at Calcutta.

Accordingly, the Scheme although operative from the Appointed Date as specified herein, shall become effective pursuant to filing of certified copies of the aforesaid order sanctioning the same with the Registrar of Companies, West Bengal by the Transferor Company and the Transferee Company.

17. COSTS, CHARGES AND EXPENSES:

- 17.1 All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the

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Calcutta



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event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

17.2 No stamp duty shall be payable by the Transferee Company on the increase/enhancement and revision of its Authorized Share Capital caused and consequential amendment/alteration to be made in the Capital Clause in its Memorandum of Association as provided in Clause 13 of this Scheme.

18. RESIDUAL PROVISIONS:

18.1 On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 16, 17, 18, 81(1-A) and 94 of the Act or any other provisions of the Act, to the extent the same may be considered applicable in respect of any of the acts, deeds or things required to be done by the Transferee Company under the provisions of the Act, pursuant to this Scheme and for which no further resolution shall be required to be passed separately by the members of the Transferee Company.

18.2 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person.

18.3 The Transferee Company and the Transferor Company are expressly permitted to revise their respective income tax returns and related TDS certificates and shall be entitled to claim refund, advance tax credits, etc upon this Scheme becoming effective and each of them have expressly reserved the right to make such revisions in the income tax refunds and related TDS certificates and to claim refund, advance tax credits, etc pursuant to this Scheme.

18.4 Upon the Scheme being sanctioned and taking effect the Transferee Company shall be entitled to operate all Banks Accounts related to the Transferor Company and all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferor Company, either before or after the Appointed Date.

(Handwritten initials)

ATTESTED
F. K. DATTA
NOTARY
Govt. Notary
24, S. Ganeshwari
Calcutta

NOTARY
F. K. DATTA
Calcutta
Reg. No.
1121/90

(Handwritten signature)

03 MAR 2021

Part-III

(A short description of shares, securities and other chooses in action of the
Transferor Company as on 31st March 2011.)

| | | |
|----|--|-----------|
| 1. | <u>CASH AND BANK BALANCES</u> | |
| | Cash on hand | 44,725 |
| | <u>Cash in Bank</u> | |
| | i) Axis Bank, Dalhousie Branch | 35,527 |
| | A/c No. 153010200030825 | |
| | ii) Royal Bank of Scotland, Brabourne Road | 82,968 |
| | Branch - A/c. No. 1443708 | |
| 2. | <u>LOANS AND ADVANCES</u> | |
| | Barun Kumar Dutta | 5,000 |
| | Advance for Site Expenses | 3,000 |
| | Studio i | 116,500 |
| | Charidar, Kolay | 51,000 |
| | Lafarge India Pvt. Ltd. | 540,000 |
| | Reventer Projects Limited | 2,094,806 |
| | A.D. BSNL, Calcutta Telephones Calcutta | 3,000 |
| | West Bengal State Electricity Distribution | 90,900 |
| | Company Limited | |
| | Advance payment of taxes (net of provisions) | 11,383 |

P. K. Gatta
25/11/2011

Sd/-
25/11/2011

Sd/-
24/11/11
For Registrar

CERTIFIED TO BE A TRUE COPY

Robin Kumar Dey 25/11/11
Authorised under Section 76 of
the Indian Evidence Act, 1872
(Act-1 of 1872)

ATTESTED

P. K. GATTA
NOTARY
Govt. of India

28.3. Street, Calcutta



03 MAR 2011

Received a copy of the order for S.S. Sarma's bill. 25/11/11

C. P. No. 407 of 2011
C. A. No. 633 of 2011

IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction

In the Matter of Companies Act, 1956
and

In the Matter of
Meter Heights Pvt. Ltd. Ors

Order

- i) Date of application for Copy 3-11-11
- ii) Date of notifying the charges 25-11-11
- iii) Date of putting in the charges 25-11-11
- iv) Date on which the copy is ready for delivery 25-11-11
- v) Date of Mailing over the copy to the applicant 25-11-11

at the 1st day of November 2011
Filed this 25th day of November 2011

Seen Pk 25/11/11
Superintendent,
Copyists' Department
High Court, O.S.

25-11-11

Superintendent,
Company Matters Department.

Khaitan & Co. Advocates

Attorney

ATTESTED

P. K. DATTA
NOTARY

Govt. of India
743, Borealis Street
Calcutta



03 MAR 2021