

NOTARIAL CERTIFICATE

S. No 24 2011



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto hereinafter called the paper writings 'A' are presented before me by the executants:

M/s Kanyakumari Properties Pvt. Ltd.
of 49, A.K. Saha Road, Kolkata -
700 048 and others.

IN THE MATTER OF DEED OF AMALGAMATION

as the executant(s) on this 10th Day of January Two thousand Eleven hereinafter referred

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identity of the executant (s) I have attested the execution.

AN ACT WHEREOF being required of a Notary, I have granted. THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have hereunto set and subscribed my name and affixed my seal of office on this 10th day of January 2011

B. N. SAHA
10/11/2011

B. N. SAHA
Notary

(Govt. of West Bengal)
Regn. No. 23 / 02
BIKASH BHABAN
North Block, Gr. Floor
Bidhanagar
Kolkata-700 091
(W.B.) India
MOB: 98304 90609



B. N. SAHA
NOTARY
Bikash Bhavan
North Block, Gr. Floor
Bidhanagar, Kolkata
West Bengal

10 JAN 2011

Notary



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

G 245958



THIS DEED OF AMALGAMATION made this the 4th day of January Two
Thousand and Eleven

BETWEEN

B. N. SAHA
NOTARY
Bikash Bhawan
North Block, G. Floor
Bidhannagar, Kolkata
West Bengal

10 JAN 2011

Knatan No. 1265 with rights of ingress and egress through common passages thereof, bearing J.L. No. 18, at Mouza Mahisbathan, Ward No.01, within the limits of Bidhan Nagar Municipality, Police Station Salt Lake Sector V, Sub-Registration Office – Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, B.L.&L.R.O. Rajarhat, and the rent

B. N. SAHA
NOTARY
Bikash Bhawan
North Block, G. Floor
Bidhannagar, Kolkata
West Bengal

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16/3/10 10/8/10

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BHABENDRA KRISHNA ROY
ADVOCATE
HIGH COURT CALCUTTA

ক্রেতার নাম.....
স্বাক্ষর ভেজান স্বাক্ষর.....
বিশাল নগর (সেটিলেক বিটি) এ. ভি. এই অফিস ও
মোট শর্তসমূহ ক্রয় তারিখ.....
চালান নং..... মোট কত টাকা খরিশ.....

22 2 MAR 2010

টেকারী বারাকপুর ভেজার নিতা দত্ত 584000

334000

RECEIVED
16/3/10

M/S. KANYAKUMARI PROPERTIES PVT. LTD., a Company incorporated under Indian Companies Act 1956, having its Principal place of Business at 49, A.N. Saha Road, Kolkata – 700 048, hereinafter referred to as the '**FIRST PARTY**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and includes each of its successor or successors at office administrators, executors, legal representatives and assigns) of the **FIRST PART**.

A N D

M/S. ENERGY ENCLAVE PVT. LTD. a Company incorporated under Indian Companies Act 1956, having its Principal place of Business at AB-9, Salt Lake City, Sector – I, Kolkata – 700 064, hereinafter referred to as the '**SECOND PARTY**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and includes each of its successor or successors at office administrators, executors, legal representatives and assigns) of the **SECOND PART**.

A N D

M/S. ESTEEM NIRMAN PVT LTD a Company incorporated under Indian Companies Act 1956, having its Principal place of Business at AB-9, Salt Lake City, Sector – I, Kolkata – 700 064, all are collectively hereinafter referred to as the '**THIRD PARTY**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and includes each of its successor or successors at office administrators, executors, legal representatives and assigns) of the **THIRD PART**.

WHEREAS:-

A) The First Party herein is the absolute owner of piece or parcel of Land measuring **6 (six) cotthas 10 (ten) chittaks, 30 (thirty) sq. ft.** through the respective three (3) Deed of Conveyances all dated 17.07.2007 duly registered at the office of the Addl. Dist. Sub-Registrar Bidhannagar, Salt Lake City, recorded in Book No. I, bearing respective Deed Nos. 6280, 6282 & 6278 all for the year 2007 comprised in part of **R.S. Dag No. 148**, Khatian No. **1266** with rights of ingress and egress through common passages thereof, bearing J.L. No. 18, at Mouza Mahisbathan, Ward No.01, within the limits of Bidhan Nagar Municipality, Police Station Salt Lake Sector -V, Sub-Registration Office – Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, B.L.&L.R.O. Rajarhat, and the rent payable to the Collectorate, North 24-Parganas, morefully described in the Second Schedule hereunder.

B) The Second Party herein is the absolute owner of piece or parcel of Land measuring **6 (six) cotthas 10 (ten) chittaks, 30 (thirty) sq. ft.** through the respective three (3) Deed of Conveyances all dated 17.07.2007 duly registered at the office of the Addl. Dist. Sub-Registrar Bidhannagar, Salt Lake City, recorded in Book No. I, bearing respective Deed Nos. 6280, 6282 & 6278 all for the year 2007 comprised in part of **R.S. Dag No. 148**, Khatian No. **1264** with rights of ingress and egress through common passages thereof, bearing J.L. No. 18, at Mouza Mahisbathan, Ward No.01, within the limits of Bidhan Nagar Municipality, Police Station Salt Lake Sector V, Sub-Registration Office – Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, B.L.&L.R.O. Rajarhat, and the rent payable to the Collectorate, North 24-Parganas, morefully described in the Second Schedule hereunder.

C) The Third Party herein is the absolute owner of piece or parcel of Land measuring **6 (six) cotthas 10 (ten) chittaks, 30 (thirty) sq. ft.** through the respective three (3) Deed of Conveyances all dated 17.07.2007 duly registered at the office of the Addl. Dist. Sub-Registrar Bidhannagar, Salt Lake City, recorded in Book No. I, bearing respective Deed Nos. 6280, 6282 & 6278 all for the year 2007 comprised in part of **R.S. Dag No. 148**, Khatian No. **1265** with rights of ingress and egress through common passages thereof, bearing J.L. No. 18, at Mouza Mahisbathan, Ward No.01, within the limits of Bidhan Nagar Municipality, Police Station Salt Lake Sector V, Sub-Registration Office – Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, B.L.&L.R.O. Rajarhat, and the rent

U. N. SAHA
NOTARY

Bikash Bhawan
North Block, 6th Floor,
Bidhannagar, Kolkata
West Bengal





payable to the Collectorate, North 24-Parganas, morefully described in the Second Schedule hereunder.

D) All the parties herein are at all material times seized and possessed of each of their respective plots of land respectively described hereinabove and hereunder and/or well and sufficiently entitled to all that the said 3(three) plots of land adjacent to each others and total admeasuring **20 (Twenty) cottahs** a little more or less morefully and collectively described in the Fourth Schedule hereunder;

E) All the parties herein are now intending to construct and develop one or more than one building by amalgamating the said 3(three) plots of land amalgamatedly and collectively described in the Fourth Schedule in accordance with one single or composite building plan showing the said 3(three) plots of land as one single plot of land subject to the approval of the Municipal Authority concerned.

F) For the purpose aforesaid the parties herein are willing to mutuate their names in the record of the Bidhan Nagar Municipality collectively in respect of the amalgamated land mentioned in the Fourth Schedule hereunder as the absolute owners thereof and by which they will be able to collectively pay the Municipal rates & taxes against a single composite Holding consisting of an amalgamated land total admeasuring **20 (Twenty) cottahs** a little more or less amalgamatedly described in the Fourth Schedule hereunder in place of individually paying taxes for each of their individual plots of land respectively described in the First, Second and Third Schedule hereunder;

G) For the purpose of development and construction of multi-storied buildings on the said amalgamated land as aforesaid it is urgently required to amalgamate the Municipal Holdings of the said plots of land to one single Municipal Holding and to avoid litigation which may arise in future all the parties herein are agreed to entire into these Deed of Amalgamation under the terms and conditions appearing hereunder:-

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. It is agreed by all the parties hereinabove that they will submit the necessary forms and documents before the Bidhan Nagar Municipality for mutating their names in respect of the Fourth schedule mentioned property collectively in which they will pay the Municipal taxes against their names collectively as absolute owners thereof.
2. It is also agreed by all the parties hereinabove that they have entered into this Deed of Amalgamation in which it will be possible to amalgamate the three Municipal Holdings into one single Holding by the Bidhan Nagar Municipality as they think fit and proper before commencement of the total construction work of the building/buildings, which to be constructed later on.
3. It is agreed by all the parties herein that they will collectively prepare a composite building plan concerning the Fourth Schedule mentioned property and submit the same before the Bidhan Nagar Municipality jointly for necessary approval with the help of a reputed architect, registered under Bidhan Nagar Municipality.
4. It is agreed by all the parties hereinabove that they will construct the proposed building/buildings over the Fourth schedule mentioned property collectively in accordance with the building sanctioned plans by the Bidhan Nagar Municipality, in the name of all the parties participations this Deed of Amalgamation.
5. It is also agreed by the parties herein that all the parties will bear proportionately all the costs and expenses in all respects for the Fourth Schedule mentioned Amalgamated Property and in a proportion to their respective shares of rights, title and interest on and over the amalgamated land described in the Fourth Schedule hereunder.
6. It is also agreed by all the parties herein that though the aforesaid three Municipal Holding numbers shall convert into one single Municipal Holding number by virtue of this DEED OF AMALGAMATION and they have the proportionate right, title and interest on

D. N. SAHA
NOTARY

Alkanah Bhawan
North Block, Gr. Floor
Bidhanagar, Kolkata
Dated Bengal

and over the total land amalgamated hereby and mentioned in the Fourth Schedule hereunder and also proportionate rights, title and interest on and over the total constructed area so to be availed in the new proposed building or buildings. The said amalgamated property is delineated in a site plan annexed herewith and bordered in RED forming part of this Deed.

7. It is covenant by all the parties herein that they will bound to follow the terms and condition for AMALGAMATION of three Holding numbers into one single holding number, as shall be framed by the Bidhan Nagar Municipality and in that case they will never raise any objection thereto in any manners.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Land of M/S. KANYAKUMARI PROPERTIES PVT. LTD.- The First Party)

ALL THAT piece or parcel of Bastu Land measuring **6 (six) cottas 10 (ten) chittaks, 30 (thirty) sq. ft.** comprised in part of **R.S. Dag No. 148**, Khatian No. **1266** with rights of ingress and egress through common passages thereof, bearing J.L. No. 18 at Mouza Mahisbatan, Ward No.01, within the limits of Bidhan Nagar Municipality, Police Station Salt Lake Sector - V, Sub-Registration Office - Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, B.L.&L.R.O. Rajarhat, and the rent payable to the Collectorate, North 24-Parganas.

THE SCECOND SCHEDULE ABOVE REFERRED TO:
(Land of M/S. ENERGY ENCLAVE PVT. LTD - The Second Party)

ALL THAT piece or parcel of Bastu Land measuring **6 (six) cottas 10 (ten) chittaks, 30 (thirty) sq. ft.** comprised in part of **R.S. Dag No. 148**, Khatian No. **1264** with rights of ingress and egress through common passages thereof, bearing J.L. No.18, at Mouza Mahisbatan, Ward No.01, within the limits of Bidhan Nagar Municipality, Police Station Salt Lake Sector - V, Sub-Registration Office - Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, B.L.&L.R.O. Rajarhat, and the rent payable to the Collectorate, North 24-Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Land of M/S. ESTEEM NIRMAN PVT LTD. - The Third Party)

ALL THAT piece or parcel of Bastu Land measuring **6 (six) cottas 10 (ten) chittaks, 30 (thirty) sq. ft.** comprised in part of **R.S. Dag No. 148**, Khatian No. **1265** with rights of ingress and egress through common passages thereof, bearing J.L. No. 18, at Mouza Mahisbatan, Ward No.01, within the limits of Bidhan Nagar Municipality, Police Station Salt Lake Sector - V, Sub-Registration Office - Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, B.L.&L.R.O. Rajarhat, and the rent payable to the Collectorate, North 24-Parganas.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Amalgamated Plot of Land)

ALL THAT the piece and parcel of amalgamated land containing amalgamated area of **20 (Twenty) cottas** a little more or less lying and situates in Part of **R.S. Dag No. 148**, Khatian No. **1264 & 1266**, bearing J.L. No. 18, at Mouza Mahisbatan, Ward No.01, within the limits of Bidhan Nagar Municipality, Police Station Salt Lake Sector V, Sub-Registration Office - Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, B.L.&L.R.O. Rajarhat, and the rent payable to the Collectorate, North 24-Parganas.

M. SAHA
NOTARY

Akash Bhawan
Fourth Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal





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

SIGNED, SEALED AND DELIVERED
At Kolkata in the presence of :-

KANYAKUMARI PROPERTIES PVT. LTD.

Sanyeel Gupta

Director

SIGNATURE OF THE FIRST PARTY

Energy Enclave Private Limited

Sanyeel Gupta
Director

SIGNATURE OF THE SECOND PARTY

Esteem Nirman Private Limited

[Signature]
Director

SIGNATURE OF THE THIRD PARTY

Signature Attested by
me on Identification

B. N. SAHA
NOTARY

[Signature]

10 JAN 2011

B. N. SAHA
NOTARY
Bikash Bhavan
North Block, Gr. Floor
Radhanagar, Kolkata
West Bengal

10 JAN 2011

Date _____ Day of _____ 20 _____



In the Matter of :
Instrument 'A'
and
In the Matter of

NOTARIAL CERTIFICATE



B. N. SAHA
M.A., L.L.B.
(Govt. of West Bengal)
Regn. No. 23 / 02
BIKASH BHABAN
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Bidhannagar
Kolkata-700 091
(W.B.) India