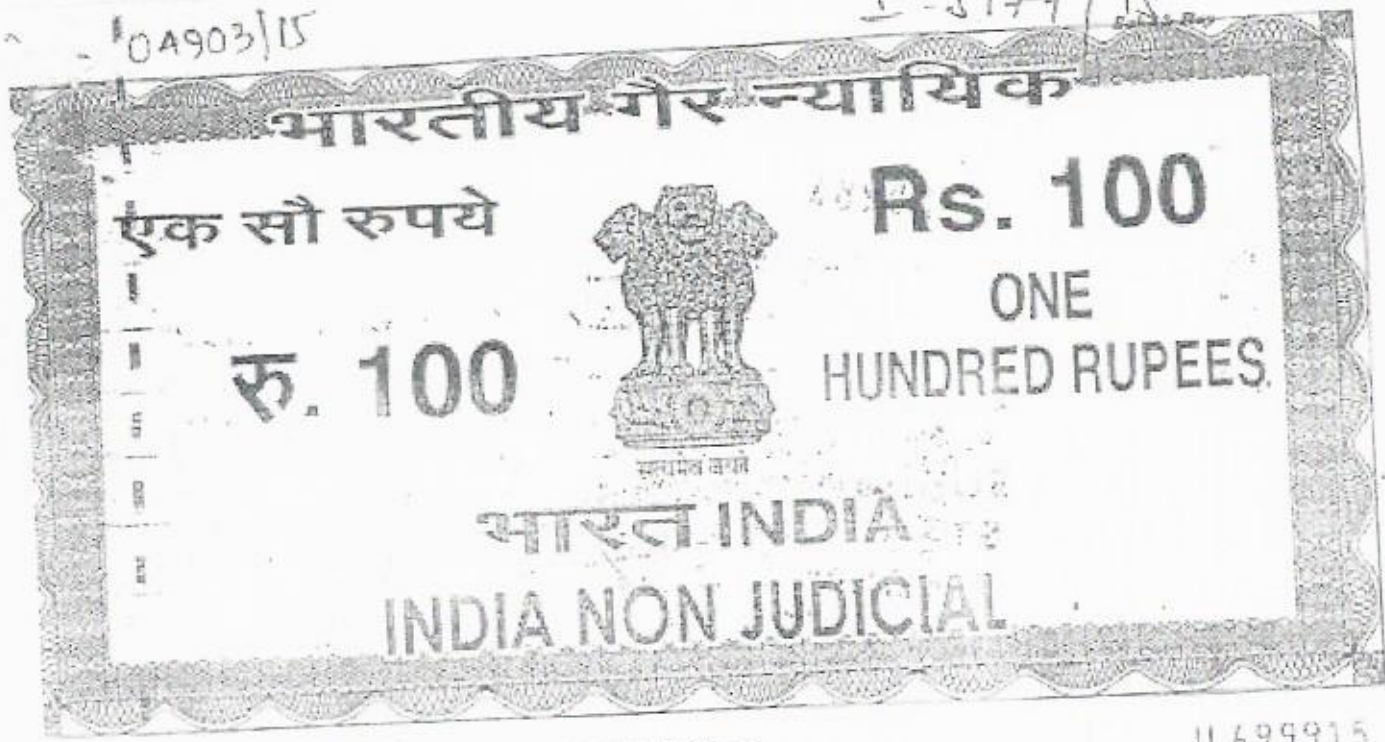


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भारतीय गैर न्यायिक

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INDIA NON JUDICIAL

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The endorsement of this stamp attached to the document are the part of this document

Adm. Dist. Sub-Office  
 Bhatnagar Boudh 24 Pm  
 01/10/2015

DEED OF EXCHANGE

1. Date: 28<sup>th</sup> day of September, 2015
2. Place: Kolkata
3. Parties

3 OCT 2015

5102 130 0 0

v.c. 28/9/15  
 28/9/15

TRUE COPY ATTESTED

Md. Akbar Ali Laskar  
 Notary, Govt. Notary, 39/2107  
 Alipore Judges Court  
 Attour Sub. Office

For Amitis Developers LLP

Authorized Signatory



33265

27 JUL 2015

No.....Rs. 100/- Date.....

Name: Amitis Developers Private Limited,

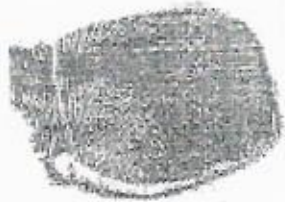
Address: 3 B, Annasa Street,

Kol-700016

Vendor: Allpur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**  
**STAMP VENDOR**  
Allpur Police Court, Kol - 27

*Subhankar Das*



V.C.T.1

2749

*Subhankar Das*

For Amitis Developers LLP

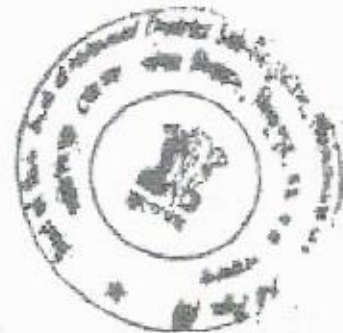
Authorized Signatory



V.C.T.1

2750

JMlta



03-OCT-2015

*Copy of  
Kajiv R. Chatterjee  
of Kajiv R. Chatterjee  
29/20, A.J.C. Bose Road  
Flat-2, Malabar - 700016*

ATTESTED

**S.A. LASKAR**  
NOTARY  
GOVT. OF W.B.

Asstt. Dist. Sub-Registrar  
Bachchanpur 24 Pgs.(S)

28 SEP 2015



3.1 **Oval Developers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70101WB2005PTC103517), having its registered office at Mansarowar, 3B, Camac Street, Post Office: Park Street, Police Station: Shakespeare Sarani, Kolkata-700016 (PAN AAACO7628P), represented by its Director Mr. Jahan Numazar Mehta, son of Mr. Numazar Dorab Mehta, by faith Zoroastrian, by occupation Business, residing at 10/1B, Diamond Harbor Road, Post Office: Mominpur, Kolkata - 700027 Police Station: Alipore, (PAN AEYPM8840E)

(First Party, includes successors-in-interest)

And

3.2 **Roos Electrical Works Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U31909WB1988PTC045000), having its registered office at "Krishna", Suite No. 1002, 224, A.J.C. Bose Road, Post Office: Circus Avenue, Police Station: Karaya, Kolkata-700017 (PAN AABCR2135G), represented by its Director, Mr. Tushar Jhunjhunwala, son of Mr. Gopal Jhunjhunwala, by faith Hindu, by occupation Business, residing at 2/2 Bright Street, Post Office: Ballygange, Kolkata - 700019, Police Station: Karaya (PAN ACVPJ448711)

(Second Party, includes successors-in-interest)

"First Party" and "Second Party" are hereinafter individually referred to as such or as "Party" and collectively as "Parties".

**NOW THIS DEED OF EXCHANGE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Deed of Exchange and Background thereof**

4.1 **Lot - A Land Parcel:** Each of the Parties agree, accept, acknowledge and confirm that by and under several registered deeds of conveyance executed on various dates ("Lot - A Title Deeds"), the First Party became entitled to amongst others land classified as *sali* measuring 52.50 (fifty two point five zero) decimals, more or less, comprised in a portion of R. S. Dag No.1, recorded in L.R. Khatian No. 345, *Mouza* Sarmaasterchak, J.L. No. 17, Police Station Bishnupur, within the jurisdiction of the Rasajunja Gram Panchayat, District South 24 Parganas, more fully described in the 1<sup>st</sup> Schedule hereunder written and bordered Red on Plan A annexed ("Lot - A Land Parcel").

4.2 **Lot - B Land Parcels:** Each of the Parties agree, accept, acknowledge and confirm that by and under several registered deeds of conveyance executed on various dates ("Lot - B Title Deeds"), the Second Party became entitled to various pieces and parcels of detached and/or non-contiguous land of diverse nature/classification and measurements, comprised amongst others, in parts and portions of several R. S. Dag Nos., appertaining to several Khatian Nos. as detailed hereincbelow, and more specifically described in Parts - I to III of the 2<sup>nd</sup> Schedule hereunder written and bordered Red on Plan B annexed hereto (collectively "Lot - B Land Parcels"):

(1) Demarcated portion of land classified as *sali* measuring 31.65 (thirty one point six five) decimals, more or less, being comprised in a portion of R.S. Dag No. 3, recorded in L.R. Khatian No. 344, *Mouza* Sarmaasterchak, J.L. No. 17, Police Station Bishnupur,

TRUE COPY ATTESTED  
Mouza Sarmaasterchak  
Alipore Juddes' Court  
Alipore, South, Dist.

For Amits Developers LLP

Authorised Signatory

03 OCT 2015





For Amitis Developers LLP

Authorized Signatory

Acting. Dist. Sub-Registrar  
Bangalore 24 Pgs. (S)



28 SEP 2015

within the jurisdiction of the Rasapurja Gram Panchayat, District South 24 Parganas, more fully described in Part - I of the 2<sup>nd</sup> Schedule below; and

(2) Demarcated portion of land classified as *Sahi* measuring 22 (twenty two) decimals, more or less, comprised in a portion of R.S. *Dag* No.12, recorded in L.R. *Khatian* No. 344, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within the jurisdiction of the Rasapurja Gram Panchayat, District South 24 Parganas, more fully described in Part - II of the 2<sup>nd</sup> Schedule below; and

(3) Demarcated portion of land classified as *Sahi* measuring 3.95 (three point nine five) decimals, more or less, comprised in a portion of R.S. *Dag* No.411, recorded in L.R. *Khatian* No. 1153, *Mouza* Banagram, J.L. No. 16, Police Station Bishnupur, within the jurisdiction of the Rasapurja Gram Panchayat, District South 24 Parganas, more fully described in Part - III of the 2<sup>nd</sup> Schedule below.

4.3 **Agreement to Exchange:** For the mutual benefit and advantage of both the Parties hereto, the Parties have mutually agreed to exchange their respective land parcels respectively comprising the Lot - A Land Parcel and the Lot - B Land Parcels, by way of the First Party absolutely and forever transferring and conveying to the Second Party the entirety of the land parcel comprising the Lot - A Land Parcel (described in the 1<sup>st</sup> Schedule below) in consideration of the Second Party absolutely and forever transferring and conveying to the First Party the entirety of each of the land parcels comprising the Lot - B Land Parcels (described in the 2<sup>nd</sup> Schedule below).

4.4 **Recording of Mutual Transfer:** To give effect to the above agreement, the Parties are executing and registering this Deed of Exchange by which the First Party is transferring and conveying to the Second Party the entirety of its right, title and interest in the land parcel comprising the Lot - A Land Parcel, as described in the 1<sup>st</sup> Schedule below, and the Second Party is transferring and conveying to the First Party the entirety of its right, title and interest in each of the land parcels comprising the Lot - B Land Parcels, as described in the 2<sup>nd</sup> Schedule below.

4.5 **Stamp Duty:** Out of the aforesaid two lots of land parcels being exchanged hereunder, since the collective measurement of the land parcels comprising the Lot - B Land Parcels is more than the measurement of the Lot - A Land Parcel, the collective value of the land parcels comprising the Lot - B Land Parcels, assessed at Rs. 326,64,948/- (Rupees Three Crores Twenty Six Lacs Sixty Four Thousand Nine Hundred Forty Eight only), is higher; and thus for the purpose of assessment of the stamp duty payable on this Deed of Exchange; the value of this Deed of Exchange is assessed at Rs. 166,05,034/- (Rupees One Crore Sixty Six Lacs Five Thousand Thirty Four only), with such stamp duty and related registration fees and all ancillary expenses in respect thereof to be borne by the Parties equally.

5. **Mutual Covenants of the Parties:** Each Party respectively agrees, accepts, acknowledges and confirms the following in respect of each of the respective land parcels respectively comprising the Lot - A Land Parcel and the Lot - B Land Parcels (collectively "Respective Properties"):

5.1 **Mutation:** Each of the areas respectively belonging to each of the Parties in their respective *Dag* Nos. including this *Dag* comprising the Respective Properties have been

Md. Abdur An Laskar  
Notary, Govt. of W.B. 99/2003  
Alipore Judges' Court  
Alipore Sub. Dist.

03 OCT 2015



For Amittis Developers LLP  
Authorized Signatory



within the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas, more fully described in Part - I of the 2<sup>nd</sup> Schedule below; and

(2) Demarcated portion of land classified as *Sali* measuring 22 (twenty two) decimals, more or less, comprised in a portion of R.S. *Dag* No.12, recorded in L.R. *Khatian* No. 344, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas, more fully described in Part - II of the 2<sup>nd</sup> Schedule below; and

(3) Demarcated portion of land classified as *Sali* measuring 3.95 (three point nine five) decimals, more or less, comprised in a portion of R.S. *Dag* No.411, recorded in L.R. *Khatian* No. 1153, *Mouza* Banagram, J.L. No. 16, Police Station Bishnupur, within the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas, more fully described in Part - III of the 2<sup>nd</sup> Schedule below.

4.3 **Agreement to Exchange:** For the mutual benefit and advantage of both the Parties hereto, the Parties have mutually agreed to exchange their respective land parcels respectively comprising the Lot - A Land Parcel and the Lot - B Land Parcels, by way of the First Party absolutely and forever transferring and conveying to the Second Party the entirety of the land parcel comprising the Lot - A Land Parcel (described in the 1<sup>st</sup> Schedule below) in consideration of the Second Party absolutely and forever transferring and conveying to the First Party the entirety of each of the land parcels comprising the Lot - B Land Parcels (described in the 2<sup>nd</sup> Schedule below).

4.4 **Recording of Mutual Transfer:** To give effect to the above agreement, the Parties are executing and registering this Deed of Exchange by which the First Party is transferring and conveying to the Second Party the entirety of its right, title and interest in the land parcel comprising the Lot - A Land Parcel, as described in the 1<sup>st</sup> Schedule below, and the Second Party is transferring and conveying to the First Party the entirety of its right, title and interest in each of the land parcels comprising the Lot - B Land Parcels, as described in the 2<sup>nd</sup> Schedule below.

4.5 **Stamp Duty:** Out of the aforesaid two lots of land parcels being exchanged hereunder, since the collective measurement of the land parcels comprising the Lot - B Land Parcels is more than the measurement of the Lot - A Land Parcel, the collective value of the land parcels comprising the Lot - B Land Parcels, assessed at Rs. 326,64,948/- (Rupees Three Crores Twenty Six Lacs Sixty Four Thousand Nine Hundred Forty Eight only), is higher, and thus for the purpose of assessment of the stamp duty payable on this Deed of Exchange, the value of this Deed of Exchange is assessed at Rs. 166,05,034/- (Rupees One Crore Sixty Six Lacs Five Thousand Thirty Four only), with such stamp duty and related registration fees and all ancillary expenses in respect thereof to be borne by the Parties equally.

5. **Mutual Covenants of the Parties:** Each Party respectively agrees, accepts, acknowledges and confirms the following in respect of each of the respective land parcels respectively comprising the Lot - A Land Parcel and the Lot - B Land Parcels (collectively "Respective Properties"):

5.1 **Mutation:** Each of the areas respectively belonging to each of the Parties in their respective *Dag* Nos. including *ISS* comprising the Respective Properties have been

Md. Asad Ali Laskar  
Notary, Govt. of W.B. 99/2003  
Aizpur Jajir's Court  
Alipour Sub. Div.

03 OCT 2015



For Amritis Developers LLP

Authorized Signatory



For Amittis Developers LLP

  
Authorized Signatory



Amittis, Dist. Sisk-Registraz  
Bambuzur 24 Pgs.(S)

20 SEP 2015

mutated in the respective names of the concerned Parties, in the records of the concerned Block Land & Land Reforms Office.

5.2 **Acquisition/Requisition:** No notice has been received from any authority for acquisition, requisition or vesting of any of the Respective Properties, and to the best of the knowledge of each of the Parties the Respective Properties are not affected by any scheme of any local authority or government or statutory body.

5.3 **Encumbrance:** No act, deed, matter or thing has at any time been done or executed or knowingly suffered by any of the concerned Parties whereby the Respective Properties or any part thereof can or may be impeached, encumbered or affected in title.

5.4 **Dues:** No taxes, land revenue, rents and other outgoings in respect of the Respective Properties in terms of the demands/notices received by the concerned Parties are due and payable to the local authority and/or any other concerned authority or authorities.

5.5 **Bar by Court Order or Statutory Authority:** To the best of the knowledge of each of the Parties, there is no order of Court or any other statutory authority prohibiting the transfer and/or alienation of the Respective Properties or any part thereof.

6. **Representations of each of the Parties:** Each Party represents, confirms and covenants to/with the other Party in respect of its concerned Respective Properties as follows:

6.1 **Right, Power and Authority to Sell:** To the best of the knowledge of each of the concerned Parties, each concerned Party has good right, full power and absolute authority to grant, convey, transfer, assign and assure its concerned Respective Properties to the other Party in the manner recorded in these presents.

6.2 **No Mortgage:** None of the concerned Parties have created any mortgage or charge in respect of their concerned Respective Properties by depositing the Lot - A Title Deeds or the Lot - B Title Deeds, as the case may be, or otherwise.

6.3 **Due Diligence etc.:** Each of the concerned Parties, in regard to the Respective Properties being transferred in their favour, have:

a) conducted and completed an independent and a thorough due diligence in respect of each of the land parcels and each of the Dag Nos. comprising the concerned Respective Properties and have searched, inspected and verified each and every aspect of each of the land parcels and each of the Dag Nos. comprising the concerned Respective Properties including but not limited to the title (including the history and devolution thereof), and have complete notice and knowledge of the several land parcels held by the other Party including amongst others the concerned Respective Properties as also of the ceiling limit(s) prescribed under the several land laws; and

b) perused each of the original deeds, documents, record of rights etc. pertaining to each of the land parcels comprising the concerned Respective Properties including but not limited to the Lot - A Title Deeds or the Lot - B Title Deeds, as the case may be, and into all the vicissitudes of devolution of the title thereof; and

Md. Abdus Salam Laskar  
Notary, Govt. R. 99/2007  
Allpore Judges' Court - 4  
Allpore Sub. Div.

03 OCT 2015



For Amritis Developers LLP

Authorised Signatory





For Amatis Developers LLP

Authorized Signatory



Asstt. Dist. Secy-Registrar  
Bhubaneswar 751 004 (S)

28 SEP 2015

mutated in the respective names of the concerned Parties, in the records of the concerned Block Land & Land Reforms Office.

5.2 **Acquisition/Requisition:** No notice has been received from any authority for acquisition, requisition or vesting of any of the Respective Properties, and to the best of the knowledge of each of the Parties the Respective Properties are not affected by any scheme of any local authority or government or statutory body.

5.3 **Encumbrance:** No act, deed, matter or thing has at any time been done or executed or knowingly suffered by any of the concerned Parties whereby the Respective Properties or any part thereof can or may be impeached, encumbered or affected in title.

5.4 **Dues:** No taxes, land revenue, rents and other outgoings in respect of the Respective Properties in terms of the demands/notices received by the concerned Parties are due and payable to the local authority and/or any other concerned authority or authorities.

5.5 **Bar by Court Order or Statutory Authority:** To the best of the knowledge of each of the Parties, there is no order of Court or any other statutory authority prohibiting the transfer and/or alienation of the Respective Properties or any part thereof.

6. **Representations of each of the Parties:** Each Party represents, confirms and covenants to/with the other Party in respect of its concerned Respective Properties as follows:

6.1 **Right, Power and Authority to Sell:** To the best of the knowledge of each of the concerned Parties, each concerned Party has good right, full power and absolute authority to grant, convey, transfer, assign and assure its concerned Respective Properties to the other Party in the manner recorded in these presents.

6.2 **No Mortgage:** None of the concerned Parties have created any mortgage or charge in respect of their concerned Respective Properties by depositing the Lot - A Title Deeds or the Lot - B Title Deeds, as the case may be, or otherwise.

6.3 **Due Diligence etc.:** Each of the concerned Parties, in regard to the Respective Properties being transferred in their favour, have:

a) conducted and completed an independent and a thorough due diligence in respect of each of the land parcels and each of the Dag Nos. comprising the concerned Respective Properties and have searched, inspected and verified each and every aspect of each of the land parcels and each of the Dag Nos. comprising the concerned Respective Properties including but not limited to the title (including the history and devolution thereof), and have complete notice and knowledge of the several land parcels held by the other Party including amongst others the concerned Respective Properties as also of the ceiling limit(s) prescribed under the several land laws; and

b) perused each of the original deeds, documents, record of rights etc. pertaining to each of the land parcels comprising the concerned Respective Properties including but not limited to the Lot - A Title Deeds or the Lot - B Title Deeds, as the case may be, and ~~also~~ <sup>and</sup> the manner of devolution of the title thereof; and

Md. Abdus Laskar  
Notary, Govt. No. 29/2007  
Alipore Judges' Court 4  
Alipur-Nail, Dist.

03 OCT 2015



For Amrit Developers LLP  
Authorized Signatory



For Amitis Developers LLP

*[Handwritten Signature]*  
Authorized Signatory

Asst. Dist. Sub-Registrar  
Bangalore 24 Pps.(SI)

20 SEP 2015

demarcated portion of land classified as *Sali* measuring 52.50 (fifty two point five zero) decimals, more or less, comprised in a portion of R. S. *Dag* No.1, recorded in L.R. *Khatian* No. 343, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas, and more specifically described in the 1<sup>st</sup> Schedule hereunder written and bordered Red on Plan A annexed hereto together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature if any of the First Party in the Lot - A Land Parcel and appurtenances and inheritances if any for access and user thereof.

7.2

**Transfer of the Lot - B Land Parcels:** In consideration of transfer of the Lot - A Land Parcel effected by the First Party in favour of the Second Party (as recorded hereinabove), the Second Party hereby conveys and transfers to the First Party, on 'as is where is' basis is whatever there is basis the entirety of the Second Party's right, title and interest of whatsoever or howsoever nature in the in the Lot - B Land Parcels, comprising of various pieces and parcels of detached and/or non-contiguous land of diverse nature/ classification and measurements, comprised amongst others, in parts and portions of several R. S. *Dag* Nos., appertaining to several *Khatian* Nos. as detailed hereinbelow, and more specifically described in Parts - I to III of the 2<sup>nd</sup> Schedule hereunder written and bordered Red on Plan B annexed hereto:

(1) Demarcated portion of land classified as *Sali* measuring 31.65 (thirty one point six five) decimals, more or less, comprised in a portion of R.S. *Dag* No.3, recorded in L.R. *Khatian* No. 344, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas, more fully described in Part - I of the 2<sup>nd</sup> Schedule below; and

(2) Demarcated portion of land classified as *Sali* measuring 22 (twenty two) decimals, more or less, comprised in a portion of R.S. *Dag* No.12, recorded in L.R. *Khatian* No. 344, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas, more fully described in Part - II of the 2<sup>nd</sup> Schedule below; and

(3) Demarcated portion of land classified as *Sali* measuring 3.95 (three point nine five) decimals, more or less, comprised in a portion of R.S. *Dag* No. 411, recorded in L.R. *Khatian* No. 1153, *Mouza* Banagram, J.L. No. 16, Police Station Bishnupur, within the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas, more fully described in Part - III of the 2<sup>nd</sup> Schedule below,

together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature if any of the Second Party in the Lot - B Land Parcels and appurtenances and inheritances if any for access and user thereof.

7.3

**Consideration:** The transfer of the Lot - A Land Parcel is being made in consideration of the transfer of the Lot - B Land Parcels and the transfer of the Lot - B Land Parcels is being made in consideration of the transfer of the Lot - A Land Parcel and each of the Parties hereby admit and acknowledge receipt and adequacy of such consideration.

TRUE COPY ATTESTED

Md. Anwar Ali Laskar  
Notary, Out of W.R. 99/2007  
Alipore Judges' Chamber  
Alipore Sub. Div.

3 OCT 2015




For Amaris Developers LLP

2  
Authorised Signatory



For Amitis Developers LLP

  
Authorized Signatory

  
Addl. Dist. Sub-Registrar  
Bangalore 24 Feb. (S)

20 SEP 2015

**3. Terms of Transfer**

**3.1 Salient terms:** The transfers being effected by this Deed of Exchange are:

**3.1.1 Exchange:** an exchange within the meaning of the Transfer of Property Act, 1882;

**3.1.2 Absolute:** absolute, irreversible and perpetual;

**3.1.3 Together with All Other Appurtenances, if any:** together with all other rights, if any and all other appurtenances if any including but not limited to customary and other rights of easements if any for the beneficial use of the Respective Properties, each as the respective Parties may have as on the date of execution of these presents.

**3.2 Possession:** The First Party has handed over to the Second Party *hies*, vacant, peaceful and physical possession of the Lot - A Land Parcel as available with the First Party, which has been received by the Second Party to its satisfaction and further the Second Party has handed over by the First Party *hies*, vacant, peaceful and physical possession of the Lot - B Land Parcels as available with the Second Party, which has been received by the First Party to its satisfaction. Each Party hereby covenants with the other Party that each Party along with its 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 their their Respective Properties received by them in exchange hereunder and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the other Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the other Party.

**3.3 Further Acts:** Each Party hereby covenants that each Party or any person claiming under such Party, shall and will from time to time and at all times hereafter, upon every reasonable request and cost of the other Party, do and execute or cause to be done and executed all such acts, deeds and things far further or more perfectly assuring the transfer of the concerned Respective Properties in favour of the other Party in the manner stated in these presents.

**3.4 Original Document:** The original of this registered Deed of Exchange shall remain in the custody of the First Party subject to the condition that the First Party shall, as be reasonably requested by the Second Party provided to the Second Party, at the cost of the Second Party, a photocopy of this Deed of Exchange and shall produce the same for inspection, if required, before any Court, Tribunal or Authority and subject further to the condition that the First Party shall always keep the original of this Deed of Exchange safe, un-obliterated and un-cancelled unless prevented by fire or some other unavoidable circumstances.

For Amitis Developers LLP

1<sup>st</sup> Schedule

Authorized Signatory

("Lot A Land Parcel")

Demarcated portion of land classified as *Sali* measuring 52.50 (fifty two point five zero) decimals, more or less, situate in a portion of R. S. Dag No. 1, recorded in L.R. Khastan No. 345, Mouza Sarmasree, P.S. No. 17, Police Station Bahadurpur, within


Md. Abul Kalam  
Notary, Govt. of W.B. 199/2007  
Alipore Judges' Court  
Alipore Sub. Div.


3 OCT 2015





For Amitis Developers LLP

  
Authorised Signatory

  
Asstt. Dir. Sub-Registrar  
Bandra 24 Post. (S)

28 SEP 2015

the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas, and butted and bounded as follows:

On the North : By R.S. 1  
 On the East : By R.S. 2  
 On the South : By R.S. 1  
 On the West : By R.S. 423

### 2<sup>nd</sup> Schedule

("Lot - B Land Parcels")

#### Part - I

Demarcated portion of land classified as *Sahi* measuring 31.65 (thirty one point six five) decimals, more or less, comprised in a portion of R.S. *Dag No. 3*, recorded in L.R. *Khatian No. 344, Mouza Sarmasterchak, J.L. No. 17, Police Station Bishnupur*, within the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas and butted and bounded as follows:

On the North : By R.S. 1, 3  
 On the East : By R.S. 11  
 On the South : By R.S. 3  
 On the West : By R.S. 1

#### Part - II

Demarcated portion of land classified as *Sahi* measuring 22 (twenty two) decimals, more or less, comprised in a portion of R.S. *Dag No. 12*, recorded in L.R. *Khatian No. 344, Mouza Sarmasterchak, J.L. No. 17, Police Station Bishnupur*, within the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas and butted and bounded as follows:

On the North : By R.S. 12  
 On the East : By R.S. 13  
 On the South : By R.S. 11, 10  
 On the West : By R.S. 12

#### Part - III

Demarcated portion of land classified as *Sahi* measuring 3.95 (three point nine five) decimals, more or less, comprised in a portion of R.S. *Dag No. 411*, recorded in L.R. *Khatian No. 1153, Mouza Banagram, J.L. No. 16, Police Station Bishnupur*, within the jurisdiction of the Rasapunja Gram Panchayat, District South 24 Parganas and butted and bounded as follows:

On the North : By R.S. 411  
 On the East : By R.S. 411  
 On the South : By R.S. 412  
 On the West : By R.S. 412

Md. Akbar Ali Laskar  
 Deputy Govt. Pleader,  
 Alipore Judges' Court  
 Alipore Sub. Div.



03 OCT 2015

For Amitis Developers LLP

Authorized Signatory





For Amitis Developers LLP

  
Authorized Signatory

Advtl. Dist. Sub-Registrar  
Bachchan 24 Pgs. (S)

20 SEP 2015

9. Execution and Delivery

9.1 In Witness Whereof the Party's have executed and delivered this Deed of Exchange on the date mentioned above.

AMITIS DEVELOPERS PVT. LTD

*JM Khan*  
Director

[First Party]

FOR EDS ELECTRICALS WORKS PVT. LTD.

*Rajesh Kumar*  
Director

[Second Party]



Drafted by

Tanmay Jalan, Advocate  
All India High Court  
Document No -

949/8754

Witnesses:

Signature *Rajiv Choshi*

Name RAJIV CHOSHI

Father's Name Rajiv K. Ghosh

Address 75/28, A.J.C. Road

Flat - 2, Kallak - 10

Signature *Nirmal Shah*

Name NIRMAL SHAH

Father's Name R. F. Shah

Address 121B/2, MLN Road

Kol-29

TRUE COPY ATTESTED

*Md. Abed Ali Laskar*  
Notary, Govt. of W.B. 09/2015  
Alipore Judges' Court  
Alipore-Sub. Ben

03 OCT 2015





For Amitis Developers LLP

*2*  
Authorized Signatory



For Amitis Developers LLP

  
Authorized Signatory

  
Asstt. Dist. Sub-Registrar  
Bangalore 24 Pps.(S)

28 SEP 2015

OFFICE OF THE A.D.S.R.  
BISHINUPUR  
South 24-Parganas, West  
Bengal

For Amitis Developers LLP




Authorised Signatory

TRUE COPY ATTESTED 03 OCT 2015  
Md. Asad Ali Laskar  
Notary, Govt. of W.B. 99/2007  
Alipore Judges' Court  
Alipore, S.W. Dist.





For Amitis Developers LLP

  
Authorized Signatory

Asstt. Dir. Sub-Registrar  
Bangalore 24 Pps.(S)

28 SEP 2015



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BISHNUPUR, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16131000276517/2015

1. 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	Jahan Numazar Mehta 10/1B, Diamond Harbour Road, P.O:- Mominpur, P.S:- Alipora, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Represent ative of Donor of Settlement [OVAL DEVELOP ERS PVT LTD ]			
2	Tushar Jhunjhunwala 2/2 Bright Street, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Donor of Settlement [ROOS ELECTRI CAL WORKS PVT LTD ]			
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Rajiv R Ghosh Son of Ranjit Kr Ghosh 79/26 A/c Bose Road, P.O:- Entally, P.S:- Taltola, District:-Kolkata, West Bengal, India, PIN - 700014	Jahan Numazar Mehta, Tushar Jhunjhunwala		 23.9.15.	


TRUE COPY ATTESTED  
 Md. Abed Ali Laskar  
 Notary, Govt. of W.B. 99/2011  
 Alipore Judges' Court  
 Alipore, Sub. Div.  
 03 OCT 2015  
 Amits Developers LLP  
 Kol-91

(Abu Hanif Hossain)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 SOUTH 24-PARGANAS  
 ALIPORE JUDGES  
 COURT

For Amits Developers LLP  
 Authorised Signatory



For Amitis Developers LLP

  
Authorized Signatory

Adtd. Dist. Sub-Registrar  
Bangalore 24 Pgs.(S)

28 SEP 2015

Govt. of West Bengal  
 Directorate of Registration & Stamp Revenue  
 e-Challan

GRN: 19-201516-001950445-2  
 GRN Date: 28/09/2015 17:37:27  
 BRN: CBI2809150008192

Payment Mode: Counter Payment  
 Bank: Central Bank of India  
 BRN Date: 29/09/2015 08:02:02

DEPOSITOR'S DETAILS

Id No. : 16131000276517/2/2015  
 (Query No./Query Year)

Name : ADMOBILE PRIVATE LIMITED  
 Contact No. : Mobile No. : +91 9051277723  
 E-mail :  
 Address : 101G, DIAMOND HARBOUR ROAD, KOLKATA-700027  
 Applicant Name : Mr JAYANTA KUMAR MONDAL  
 Office Name :  
 Office Address :  
 Status of Depositor : Others  
 Purpose of payment / Remarks : Exchange, Exchange Payment No 2

PAID

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Descriptor	Head of A/C	Amount
1	16131000276517/2/2015	Property Registration- Stamp duty	0030-02-103-003-02	998322
2	16131000276517/2/2015	Property Registration- Registration Fees	0030-03-104-001-10	182669

Total 1178991

In Words : Rupees Eleven Lakh Seventy Eight Thousand Nine Hundred Ninety One only

For Amitis Developers LLP



Authorized Signatory

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Md. Abul Ali Laskar  
 Deputy Govt. Secy. 99/2007  
 Alipore Judges' Court  
 Alipore Sub. Court


03 OCT 2015








For Amitis Developers LLP

  
Authorized Signatory

  
Addl. Dist. Sd. Registrar  
Bangalore 24 Pgs.(S)

20 SEP 2015

**Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan Form**

GRN: 19-201516-001950445-2      Payment Mode      Counter Payment  
GRN Date: 28/09/2015 17:37:27      Bank :      Central Bank of India

**DEPOSITOR'S DETAILS**

Id No. : 16131000278517/2/2015  
(Query No./Query Year)

Name : ADMOBILE PRIVATE LIMITED  
Contact No. :      Mobile No. : +91 9051277723  
E-mail :  
Address : 10/1G, DIAMOND HARBOUR ROAD, KOLKATA 700027  
Applicant Name : Mr JAYANTA KUMAR MONDAL  
Office Name :  
Office Address :  
Status of Depositor : Others  
Purpose of payment / Remarks : Exchange, Exchange Payment No 2

*J (5739/15)*

**DETAILS OF DEBIT**

Sr No.	Identification No.	Head of A/C	Head of WC	Amount
1	16131000278517/2/2015	Property Registration- Registration Fees	0030-03-104-001-16	182009
2	16131000278517/2/2015	Property Registration- Stamp duty	0030-02-103-003-02	996322
<b>Total</b>				<b>1178331</b>

In Words : Rupees Eleven Lakh Seventy Eight Thousand Nine Hundred Ninety One only

5  
955753576

For Amitis Developers LLP  
*[Signature]*  
Authorised Signatory

*[Handwritten Signature]*  
28/9/15

RECORDED  
OCT 03 2015


Mtd. Abed Ali Laskar  
Notary Govt. of W.B. 59/2007  
Alipore Judges' Court  
Alipore Sub. Div.

Amitis Developers LLP  
101-01

GOVT. OF WEST BENGAL  
Mtd. Abed Ali Laskar  
Notary Govt. of W.B. 59/2007  
Alipore Judges' Court  
Alipore Sub. Div.

Note: Produce this challan to any branch of Central Bank of India. Please ensure, to make your payment within 05/10/2015 (banking hours). This challan form shall be invalid 05/10/2015

For Amutis Developers LLP

  
Authorized Signatory



Asstt. Dir., Sub-Registrar  
Bangalore 24 Poo. (S)

28 SEP 2015

SITE PLAN OF MOUZA SAMASTERKCHAK, J.L. NO.-1/, R.S. DAG NO.- 1

P.S.-BISHNUPUR, DIST. 24-PGS(S)

TOTAL AREA = 52.50 DEC. (MORE OR LESS)

SCALE 1" = 65'-0"

SHOWN BY RED LINE



MKD.	PART	DAG. NO.	AREA(DCM)
A	1	1	52.5
	TOTAL		52.5



AMITIS DEVELOPERS PVT. LTD

TRUE COPY ATTESTED  
03 OCT 2015

Md. Abed Ali Laskar  
Notary, Court of W.B. 99/Pd/3  
Muzore Judges' Court  
Muzore Sub. Div.



AMITIS DEVELOPERS PVT. LTD.  
Director

For Amitis Developers LLP

Authorized Signatory



For Amitis Developers LLP


  
Authorized Signatory






Asstt. Dist. Sub-Registrar  
Bangalore 24 Pgs. (S)

28 SEP 2015


		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					







Name .....  
 Signatura .....



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name ..... JAHAN MENTA  
 Signatura ..... JM



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name ..... TUSHAR JITENDRA  
 Signatura ..... Tushar



For Amaris Developers LLP  
 Authorised Signatory

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....  
 Signatura .....

TRUE COPY ATTESTED  
 1. Mr. Abad Ali Lakkar  
 Notary, Govt. of W.B. 99/2007  
 Alipore Judge's Court  
 Alipore-Sub. Div.

3 OCT 2015





For Amitis Developers LLP

*2*  
Authorized Signatory






*A*  
Addl. Dist. Sub-Registrar  
Bangalore 24 Pgs.(S)

20 SEP 2015

PHOTO		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
right hand						






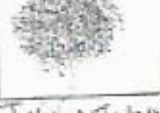




Name .....

Signature .....

PHOTO		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
right hand						

Name ...JAHAN MEHTA...

Signature ...J.M. Mehta...

PHOTO		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
right hand						

Name ...TUSHAR JHANSUNWALA...

Signature ...Tushar Jhansunwala...

PHOTO		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
right hand						

Name .....

Signature .....

TRUE COPY ATTESTED  
 Notary  
 Md. Akbar Ali Laskar  
 Secy. of W.B. 99/2007  
 All India Judges' Court  
 Aligarh Sub. Div.



03 OCT 2015


For Amitis Developers LLP


Authorized Signatory





For Amitis Developers LLP

  
Authorised Signatory

  
Addl. Dist. Sub-Registrar  
Bangalore 24 Pgs.(S)

20 SEP 2015

**Seller, Buyer and Property Details**

**A. Donor of Settlement & Donee of Settlement Details**

Presentant Details	
SL No.	Name and Address of Presentant
1	Tushar Jhunjhunwala 2/2 Bright Street, P.O.- Ballygunge, P.S.- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Donor of Settlement Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	ROOS ELECTRICAL WORKS PVT LTD 224 A, C Bose Road, P.O.- Jhawtala, P.S.- Karaya, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. AABCR2135C, Status : Organization Represented by representative as given below:-
1(1)	Tushar Jhunjhunwala 2/2 Bright Street, P.O.- Ballygunge, P.S.- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACVPJ4487H, Status : Representative Date of Execution : 28/09/2015 Date of Admission : 28/09/2015 Place of Admission of Execution : Pvt. Residence
2	OVAL DEVELOPERS PVT LTD Mansarower, 3B Camac Street, P.O.- Park Street, P.S.- Shakespears Sarani, District:-Kolkata, West Bengal, India, PIN - 700016 PAN No. AAACO7628F, Status : Organization Represented by representative as given below:-
2(1)	Jahan Numazar Mahtta 10/1B, Diamond Harbour Road, P.O.- Mominpur, P.S.- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Jain, Occupation: Business, Citizen of: India, PAN No. AEYPM8F4DE Status : Representative Date of Execution : 28/09/2015 Date of Admission : 28/09/2015 Place of Admission of Execution : Pvt. Residence



TRUE COPY  
TESTED  
M.D. [Signature]  
J. Laskar  
District Judge's Court  
Alipore Sub. Div.

for Amitis Developers LLP

Authorized Signatory

For Amitis Developers LLP

2  
Authorized Signatory



Aditi, Dist. Secy-Registrar  
Bhubaneswar - 751 001 (SI)

28 SEP 2015

## B. Identifier Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Rajiv R Ghosh Son of Ranjit Kr Ghosh 79/28 A/c Bose Road, P.O:- Entally, P.S:- Talola, District:-Kolkata, West Bengal, India, PIN - 700014 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India.	Jahan Numazar Mehta, Tushar Jhunjhunwala	

## C. Transacted Property Details


Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: KULERDARI, Mouza: Sarmaster Chak	RS Plot No:- 1 , RS Khatian No:- 0	52.5 Dec	18,00,750/-	1,60,59,914/-	Proposed Use: Organisation, ROR: Shall
L2	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: KULERDARI, Mouza: Sarmaster Chak	RS Plot No:- 3 , RS Khatian No:- 0	31.65 Dec	10,85,595/-	96,81,834/-	Proposed Use: Organisation, ROR: Shall
L3	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: KULERDARI, Mouza: Sarmaster Chak	RS Plot No:- 12 , RS Khatian No:- 0	22 Dec	7,54,600/-	67,29,889/-	Proposed Use: Organisation, ROR: Shall
L4	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: Rashpurja, Mouza: Banagram	RS Plot No:- 411 , RS Khatian No:- 0	3.95 Dec	1,35,465/-	1,93,331/-	Proposed Use: Organisation, ROR: Shall

Share of Property after Exchange Donor of Settlement						
Sch No.	Name of the Donor Settlement	Party No	Defined Share (in %)	Transferred Area	Transferred Area in (%)	Share in Market Value (in Rs.)
L1	ROOS ELECTRICAL WORKS PVT LTD	1	0	52.5	100	1,60,59,914/-
L2	OVAL DEVELOPERS PVT LTD	2	0	31.65	100	96,81,834/-
L3	OVAL DEVELOPERS PVT LTD	2	0	22	100	67,29,889/-
L4	OVAL DEVELOPERS PVT LTD	2	0	3.95	100	1,93,331/-


for Amnis Developers LLP  
Authorized Signatory



For Amitis Developers LLP

  
Authorized Signatory



  
Addl. Dist. Sub-Registrar  
Bangalore 24 Post (S)

28 SEP 2015

3. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	JAYANTA KUMAR MONDAL
Address	SAMALI, Thana : Bishnupur, District : South 24-Parganas, WEST BENGAL
Applicant's Status	Others

For Amatis Developers LLP

Authorized Signatory



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Md. Akbar Ali Laskar  
Notary, Govt. of W.B. 99/2007  
Alipore Judge's Court  
Alipore-Sub. Div.

03 OCT 2015

For Amitts Developers LLP

  
Authorised Signatory



  
A  
Adml. Dir., Sub-Registrar  
Bangalore 24 Pgs.(S)

28 SEP 2015

Office of the A.D.S.R. BISHNUPUR, District: South 24-Parganas

Endorsement For Deed Number : I - 161305179 / 2015

Query No/Year 16131000276517/2015 Serial no/Year 1613004903 / 2015  
Deed No/Year I - 161305179 / 2015  
Transaction [0801] Exchange, Exchange  
Name of Presentant Tushar Jhunjhunwala Presented At Private Residence  
Date of Execution 28-09-2015 Date of Presentation 28-09-2015

Remarks

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number ; 31 of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,82,669/- ( A(1) = Rs 1,82,655/- , E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,82,669/-

Description of Online Payment  
1. Rs 1,82,669/- is paid, by online using Head of Account 0030-03-104-001-16, Bank: Central Bank of India ( CBIN0280107)

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 9,96,322/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,96,322/-

Payment of Stamp Duty

Description of Online Payment  
1. Rs 9,96,322/- is paid, by online using Head of Account 0030-02-103-003-02, Bank: Central Bank of India ( CBIN0280107)

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 33265, Purchased on 27/07/2015 vendor named Subhankar Das.



TRUE COPY ATTESTED  
Md. Akbar Ali Laskar  
Notary, Govt. of W.B. 99/2007  
Atipur-Sub. J.C.

For Amitis Developers LLP  
Authorized Signatory

On 28/09/2015


Certificate of Market Value (WB/EUV/ rules of 2001)





For Amitis Developers LLP

  
Authorised Signatory

  
Asstt. Dist. Sub-Registrar  
Bhubaneswar 24 P.O. (S)

28 SEP 2015

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,26,64,948/- MV of the property of Greatest Value Rs 1,66,05,034/-

*(Signature)*

(Abu Hena Mobassir)  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BISHNUPUR  
South 24-Parganas, West Bengal

Do 28/09/2015

Presentation Under Section 52 & Rule 22A(3) & (4) W.B. Registration Rules, 1962)

Presented for registration at 19:00 hrs on : 28/09/2015, at the Private residence by Tushar Jhunjhunwala .

Admission of Execution Under Section 53 W.B. Registration Rules, 1962) (Representative)

Execution is admitted on 28/09/2015 by

Jahan Numazar Mehta director, OVAL DEVELOPERS PVT LTD, Mansarowar, 3B Camac Street, P.O:- Park Street, P.S:- Shakespaeare Sarani, District-Kolkata, West Bengal, India, PIN - 700016

Indetified by Rajiv R Ghosh, Son of Ranjit Kr Ghosh, 79/28 A.Jc Bose Road, P.O: Entally, Thana: Taltola, , Kolkata, WEST BENGAL, India, PIN - 700014, By caste Hindu, By Profession Service

Admission of Execution Under Section 53 W.B. Registration Rules, 1962) (Representative)

Execution is admitted on 28/09/2015 by

Tushar Jhunjhunwala director, ROOS ELECTRICAL WORKS PVT LTD, 224 A.Jc Bose Road, P.O:- Jhowtala, P.S:- Karaya, District-Kolkata, West Bengal, India, PIN - 700017

Indetified by Rajiv R Ghosh, Son of Ranjit Kr Ghosh, 79/28 A.Jc Bose Road, P.O: Entally, Thana: Taltola, , Kolkata, WEST BENGAL, India, PIN - 700014, By caste Hindu, By Profession Service

For Amitis Developers LLP

*(Signature)*  
Authorized Signatory



*(Signature)*

(Abu Hena Mobassir)  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BISHNUPUR  
South 24-Parganas, West Bengal


TRUE COPY ATTESTE

Md. Apeel Ali Laskar  
Notary, Govt of W.B. 99/2007  
Alipore Judges' Court  
Alipore-Sub. Div.


03 OCT 2015



For Amatis Developers LLP

  
Authorized Signatory



  
Aetel. Dist. Sub-Registrar  
Bangalore 24 Pps. (SI)

28 SEP 2015

Certificate of Registration under section 60 and Rule 69.  
registered in Book - I  
Volume number 1613-2015, Page from 44864 to 44886  
Serial No 161305179 for the year 2015.



Digitally signed by ABU HENA  
MOBASSIR  
Date: 2015.10.01 19:46:27 +05:30  
Reason: Digital Signing of Deed.

Abu Hena Mobassir) 01-Oct-15 7:46:26 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BISHNUPUR  
West Bengal.

For Amitis Developers LLP  
  
Authorized Signatory




TRUE COPY ATTESTED 03 OCT 2015


Md. Akbar Ali Laskar  
Notary, Govt. of W.B. 99/2007  
All India Judges' Court  
Alipore-Sub. Div.

(This document is digitally signed.)

For Amittis Developers LLP

  
Authorized Signatory



  
Addl. Dist. Sub-Registrar  
Bangalore 24 Pds./S

28 SEP 2015