

NOTARIAL CERTIFICATE

Serai No. 20/15

TO ALL MEN THESE PRESENTS SHALL COME I, MADHUMITA KUNDU

PRACTISING as NOTARY PUBLIC, GOVT. OF INDIA in the small causes court, Calcutta, The State of West Bengal, within the Union of India, do hereby declare that the paper writings collectively marked "A" annexed hereto, hereinafter called the "PAPER WRITINGS A" are presented before me by the executant(s).

Enclosed herewith a/an Agreement in arrangement made by and between the parties as, SKY SALES EX-ROADS (P) LTD 2/11/14, Balmukunda Srinivasan Building Rm 0388 1st floor, Kowkata-7, Refuse floor by Raj Kumar Agwalia 6-3/10 C.I.T. Road SKY EX-ROADS 1 Kowkata-54 as mentioned in this paper.

Notarially referred to as the executant(s) in this day of 2013

The executant(s) having admitted the execution of the "PAPER WRITINGS A" in the presence of the witnesses who as seen in the said execution of the "PAPER WRITINGS A" and satisfy that the said execution is in the respective hand(s) of the executant(s).

HEREOF being required of a NOTARY, I have granted these presents as my NOTARIAL serve and avail as need and occasion shall or may require.



IN FAITH AND TESTIMONY WHEREOF, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office at all causes Court at Calcutta on this day of 2013

MADHUMITA KUNDU
M.A., B.ED, LL.B. ADVOCATE & NOTARY
GOVT. OF INDIA
Regd. No. 596/95
Calcutta

AGREEMENT OF AMALGAMATION

AMONGST

SHIVRASHI EXPORTS PRIVATE LIMITED

AND

SANDATA COMMERCIAL PRIVATE LIMITED

AND

RASHIAMRIT VINTRADE PRIVATE LIMITED

AND

PANCHPARV COMMODEAL PRIVATE LIMITED

AND

BLUELAND PROMOTERS PRIVATE LIMITED

AND

NIRMALMAYA PROJECTS PRIVATE LIMITED

AND

MADHURDHAN COMPLEX PRIVATE LIMITED

AND

DHANSHREE HIGHRISE PRIVATE LIMITED

EIGHTH PARTY





7/80

P 534298

পশ্চিমবঙ্গের পশ্চিমবঙ্গ WEST BENGAL



EXHIBITURE

THIS AGREEMENT OF AMALGAMATION made on this the 6th day of July Two Thousand and Thirteen Christian Year BETWEEN SHIVRASHI EXPORTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having PAN AASCS1630F and having its Registered Office at 114, Rabindra Sarani, Bangur Building, Room no. 38B, First Floor, Police Station Jorasanko, Kolkata - 700007 and Represented by its authorized Director namely SRI RAJ KUMAR AGARWAL, son of Sri Biswanath Agarwal, by faith - Hindu, by Profession - Business, by Nationality - Indian and presently residing at P-310, C.I.T. Road, Scheme VI M, Kanakgachhi, Police Station - Phool Bagan, Kolkata - 700054 (vide resolution adopted in the Board Meeting

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DR. NARAYAN BABA
ADVOCATE
CALCUTTA

dated 03.06.2013), hereinafter referred to and/or Called as the FIRST PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office, successor-in-interest, legal representatives and assigns) of the FIRST PART AND RANDATA COMMERCIAL PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having PAN AAGCR1049D and having its Registered Office at 114, Rabindra Sarani, Bangur Building, Room no. 38B, First Floor, Police Station Jorasanko, Kolkata - 700007 and Represented by its authorized Director namely SRI AMIT KUMAR AGARWAL, son of Late Arjunlal Agarwal, by faith - Hindu, by Profession - Business, by Nationality - Indian and presently residing at BF-262, Salt Lake, Police station Bidhan Nagar(North), Kolkata - 700064 (vide resolution adopted in the Board Meeting dated 05.06.2013), hereinafter referred to and/or Called as the SECOND PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office, successor-in-interest, legal representatives and assigns) of the SECOND PART AND RASHIAMRIT VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having PAN AAGCR1047P and having its Registered Office at 114, Rabindra Sarani, Bangur Building, Room no. 38B, First Floor, Police Station Jorasanko, Kolkata - 700007 and Represented by its authorized Director namely SRI SAURAV BAFNA, son of Late Sohan Lal Bafna, by faith - Hindu, by occupation - Business, by citizenship - Indian & residing at P-57, C.I.T. Road, Scheme VI M, Police Station - Phool Bagan Kolkata - 700054 (vide resolution adopted in the Board Meeting dated 04.06.2013), hereinafter referred to and/or Called as the THIRD PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office, successor-in-interest, legal representatives and assigns) of the THIRD PART AND PANCHPARV COMMERCIAL PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having PAN AAGCP6441B and having its Regd. Office at 114, Rabindra Sarani, Bangur Building, Room no. 38B, First Floor, Police Station Jorasanko, Kolkata - 700007 and represented by its authorized Director SRI SAURAV BAFNA, son of Late Sohan Lal Bafna, by faith - Hindu, by occupation - Business, by citizenship - Indian & residing at P-57, C.I.T. Road, Scheme VI M, Police Station - Phool Bagan Kolkata - 700054 (vide resolution adopted in the Board Meeting dated 04.06.2013), hereinafter referred to and/or Called as the FOURTH PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office, successor-in-interest, legal representatives and assigns) of the FOURTH PART AND BLUELAND PROMOTERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having PAN AAFGB5097C and having its Regd. Office at 71, Bipulbi Rash Behari Basu Road, 3rd floor, room no. C-306, Police Station Hare Street, Kolkata - 700001 and represented by its authorized Director SRI SACHIN BAFNA, son of Late

BAFNA, son of Late Sohan Lal Bafna, by faith - Hindu, by occupation - Business, by citizenship - Indian & residing at P-57, C.I.T. Road, Scheme VI M, Police Station - Phool Bagan Kolkata - 700054 (vide resolution adopted in the Board Meeting dated 03.06.2013), hereinafter referred to and/or Called as the FIFTH PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office, successor-in-interest, legal representatives and assigns) of the FIFTH PART AND NIRMALMAYA PROJECTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having PAN AAECA35950 and having its Regd. Office at 71, Bipulbi Rash Behari Basu Road, 3rd floor, room no. C-306, Police Station Hare Street, Kolkata - 700001 and represented by its authorized Director SRI SACHIN BAFNA, son of Late



Sohan Lal Bafna, by faith - Hindu, by occupation - Business, by citizenship - Indian, & residing at P-37,

C.I.T. Road, Scheme VI M, Police Station - Phool Bagan, Kolkata - 700054 (vide resolution adopted in the

Board Meeting dated 03.06.2013), hereinafter referred to and/or Called as the SIXTH PARTY (which

term or expression shall unless excluded by or repugnant to the subject or context be deemed to

include its successor-in-office, legal representatives and assigns) of the SIXTH

PART AND MADHUDHAN COMPLEX PRIVATE LIMITED, a Company incorporated under the Companies

Act, 1956 having PAN AAICM6263G and having its Regd. Office at 71, Bipul Rash Behari Basu Road, 3rd

floor, room no. C-306, Police Station Hare Street, Kolkata - 700001 and represented by its authorized

Director SRI RAJ KUMAR AGARWAL, son of Sri Biswanath Agarwal, by faith - Hindu, by Profession -

Business, by Nationality - Indian and presently residing at P-310, C.I.T. Road, Scheme VI M, Kankurgachi,

Police Station - Phool Bagan, Kolkata - 700054 (vide resolution adopted in the Board Meeting dated

03.06.2013), hereinafter referred to and/or Called as the SEVENTH PARTY (which term or expression

shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-

office, successor-in-interest, legal representatives and assigns) of the SEVENTH PART AND

DHANSHREE HIGHRISE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956

having PAN AAEC6D718M and having its Regd. Office at 71, Bipul Rash Behari Basu Road, 3rd floor,

room no. C-306, Police Station Hare Street, Kolkata - 700001 and represented by its authorized Director

SRI AMIT KUMAR AGARWAL, son of Late Arjunlal Agarwal, by faith - Hindu, by Profession - Business,

by Nationality - Indian and presently residing at BF-262, Salt Lake, Police station Bidhan Nagar(North),

Kolkata - 700064 (vide resolution adopted in the Board Meeting dated 03.06.2013), hereinafter referred to

and/or Called as the EIGHTH PARTY (which term or expression shall unless excluded by or repugnant

to the subject or context be deemed to include its successor-in-office, successor-in-interest, legal

representatives and assigns) of the EIGHTH PARTY.

WHEREAS the First Party of the First part namely Shivrashi Exports Private Limited jointly with Randata

Commercial Private Limited, Rashanmi Vintrade Private Limited, Panchparv Commodore Private Limited, Blueband

Promoters Private Limited, Nirmalmaya Projects Private Limited, Madhudson Complex Private Limited and Dhanshree

Highrise Private Limited, the respective parties of Second, Third, Fourth Fifth Sixth, Seventh and Eighth parts herein are

the joint owners and are jointly seized possessed of and/or otherwise well and sufficiently entitled to all that brick built in

shed Structure, messuage, tenement hereditament and premises together with piece and parcel of land thereunto belonging

and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be

the same a little more or less being scheme plot no. "A" comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 &

1191/1314 appertaining to C.S. Khatan no. 65, R.S. Khatan No. 702, (later modified as Khatan no. 404 and now further

modified as new Khatan no. 1197, all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police

Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas

[after Delimitation of the District of 24 Parganas] situate lying at and being part of holding formerly no. 471 and thereafter

501, Agarpara Road and later known and numbered as part of Municipal holding/Premises no. 110F, B.T. Road and

presently 126F, B.T. Road, Calcutta since been included within ward No 10 of Panchhat Municipality and more fully and

specifically described in Part I of Schedule A hereunder written, by purchase from its erstwhile recorded owners namely

S.R. READERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having PAN AAEC6S2655N

and having its Regd. Office at 6, Allipore Park Road, Police Station Allipore, Kolkata - 700027.



ANNEXURE A

by virtue of a Deed of conveyance dated 30th June 2013 executed by s.r.traders private limited through its authorized Director namely sri amr goemka in the joint favour of Shivrashi Exports Private Limited, Randata Commercial Private Limited, Rashiamrit Vintade Private Limited, Blueand Promotors Private Limited, Niralmaya Projects Private Limited and Dhanashree Highrise Private Limited and Registered on 4th July 2013 in the office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I C.D. Volume No. 29, Pages 4508 to 4533, Being No. 09729 for the Year 2013 against valuable considerations mentioned therein the said deed of conveyance:

AND WHEREAS similarly the Eighth Party of the Eight part namely Dhanashree Highrise Private Limited jointly with Shivrashi Exports Private Limited, Randata Commercial Private Limited, Rashiamrit Vintade Private Limited and Panchpar Complex Private Limited, Blueand Promotors Private Limited, Niralmaya Projects Private Limited and Madhudan Complex Private Limited and the respective parties of First, Second, Third, Fourth Fifth Sixth and Seventh parts herein are the joint owners and are jointly seized possessed of and/or otherwise well and sufficiently entitled to all that brick built tin shed Structure, messuage, tenement hereditament and premises together with piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be the same a little more or less being scheme plot no. "B" comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197, all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] situate lying at and being part of holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta since been included within ward No 10 of Panitail Municipality and more fully and specifically described in Part II of Schedule A hereunder written, by purchase from its erstwhile recorded owners namely s.r.traders private limited, a Company incorporated under the Companies Act, 1956, having PAN AAECSS2655N and having its Regd. Office at 6, Allipore Park Road, Police Station Allipore, Kolkata - 700027, by virtue of a Deed of conveyance dated 30th June 2013 executed by s.r.traders private limited through its authorized Director namely sri amr goemka in the joint favour of Shivrashi Exports Private Limited, Randata Commercial Private Limited, Rashiamrit Vintade Private Limited, Panchpar Complex Private Limited, Blueand Promotors Private Limited and Niralmaya Projects Private Limited and Dhanashree Highrise Private Limited and Registered on 4th July 2013 in the office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I C.D. Volume No. 29, Pages 4534 to 4558, Being No. 09730 for the Year 2013 against valuable considerations mentioned therein the said deed of conveyance;

AND WHEREAS similarly the Second Party of the Second part namely Randata Commercial Private Limited jointly with Shivrashi Exports Private Limited, Rashiamrit Vintade Private Limited, Panchpar Complex Private Limited and Blueand Promotors Private Limited, Niralmaya Projects Private Limited, Madhudan Complex Private Limited and Dhanashree Highrise Private Limited, the respective parties of First, Third, Fourth Fifth Sixth Seventh and Eighth parts herein are the joint owners and are jointly seized possessed of and/or otherwise well and sufficiently entitled to all that brick built tin shed Structure, messuage, tenement hereditament and premises together with piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten)



ANNEXURE A

Cottahs be the same a little more or less being scheme plot no. "C" comprised in G.S./R.S. Bag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to G.S. Khathan no. 65, R.S. Khathan No. 702, [later modified as Khathan no. 404 and now further modified as new Khathan no. 1197, all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas (after Delineation of the District of 24 Parganas) situate lying at and being part of holding formerly no. 471 and thereafter 501, Agarpara Road and later known and numbered as part of Municipal holding/Premises no. 110F, B.T. Road and presently 126F, B.T. Road, Calcutta since been included within ward No 10 of Panihat Municipality and more fully and specifically described in Part III of Schedule A hereunder written, by purchase from its erstwhile recorded owners namely S.R. TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having PAN AAECSC2655N and having its Regd. Office at 6, Allpore Park Road, Police Station Allpore, Kolkata - 700027, by virtue of a Deed of conveyance dated 30th June 2013 executed by S.R. TRADERS PRIVATE LIMITED through its authorized Director namely SRI AMIT GOENKA in the joint favour of Shivrashi Exports Private Limited, Randata Commercial Private Limited, Rashiamrit Vinttrade Private Limited, Panchparv Commodal Private Limited, Blueand Promoters Private Limited, Nilmalimaya Projects Private Limited, Madhudhan Complex Private Limited and Dhanshree Highrise Private Limited and Registered on 4th July 2013 in the office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. 1 C.D. Volume No.29, Pages 4559 to 4584, Being No. 09731 for the Year 2013 against valuable considerations mentioned therein the said deed of conveyance.

therein the said deed of conveyance,

AND WHEREAS similarly the Third Party of the Third part namely Rashiamti Vintrade Private Limited jointly with Shivrahi Exports Private Limited, Randata Commercial Private Limited, Panchpari Commodore Private Limited, Blueand Promoters Private Limited, Niralmaya Projects Private Limited, Madhuhdan Complex Private Limited and Dhanashree Promoters Private Limited, the respective parties of First, Second, Fourth, Fifth, Sixth, Seventh and Eighth parts herein are the joint owners and are jointly seized possessed of and/or otherwise well and sufficiently entitled to all that brick built in shed Structure, message, tenement hereditament and premises together with piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be the same a little more or less being scheme plot no. "D" comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702. [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197, all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas (after Delimitation of the District of 24 Parganas) situate lying at and being part of holding formerly no. 471 and thereafter 501, Agarpara Road and Laler known and numbered as part of Municipal holding/Premises no. 110F, B.T. Road and presently 126F, B.T. Road, Calcutta since been included within ward No. 10 of Panihati Municipality and more fully and specifically described in Part IV of Schedule A hereunder written, by purchase from its erstwhile recorded owners namely S.R. TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having PAN AAECSS2655N and having its Regd. Office at 6, Alipore Park Road, Police Station Alipore, Kolkata - 700027, by virtue of a Deed of conveyance dated 30th June 2013 executed by S.R. TRADERS PRIVATE LIMITED through its authorized Director namely SRI AMIT GOENKA in the joint favour of Shivrahi Exports Private Limited, Randata Commercial Private Limited, Rashiamti Vintrade Private Limited, Panchpari Commodore Private Limited, Blueand Promoters Private Limited, Niralmaya Projects Private Limited, Madhuhdan Complex Private Limited and Dhanashree Highrise Private Limited and recorded in Book No. 1 C.D. Volume No. 29, Pages 4585 to 4609, Being No. 09732 for the Year 2013 against valuable considerations mentioned therein the said deed of conveyance;

mentioned therein the said and herein mentioned



AND WHEREAS similarly the Fourth Party of the Fourth part namely Panchpar, Commercial Private Limited, jointly with Shivrashi Exports Private Limited, Randata Commercial Private Limited, Rashiamrit Vintrade Private Limited and Dhanshree Highrise Private Limited, the respective parties of First, Second, Third, Fifth, Sixth, Seventh and Eighth parts herein are the joint owners and are jointly seized possessed of and/or otherwise well and sufficiently entitled to all that brick built tin shed Structure, messuage, tenement hereditament and premises together with piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10 (Ten) Cottahs be the same a little more or less being scheme plot no. "E" comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/11308 & 1191/11314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, (later modified as Khatian no. 404 and now further modified as new Khatian no. 1197, all in Mouza Agapara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas (after Delimitation of the District of 24 Parganas) situate lying at and being part of holding formerly no. 471 and hereafter 501, Agapara Road and Later known and numbered as part of Municipal holding/Premises no. 110F, B.T. Road and presently 126F, B.T. Road, Calcutta since been included within ward No 10 of Panchhat Municipality and more fully and specifically described in Part V of Schedule A hereunder written, by purchase from its erstwhile recorded owners namely S.R. TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having PAN AAECSS2655N and having its Regd. Office at 6, Allpore Park Road, Police Station Allpore, Kolkata - 700027, by virtue of a Deed of conveyance dated 30th June 2013 executed by S.R. TRADERS PRIVATE LIMITED through its authorized Director namely Sri AMIT GOENKA in the joint favour of Shivrashi Exports Private Limited, Randata Commercial Private Limited, Rashiamrit Vintrade Private Limited, Panchpar Commercial Private Limited, Blueand Promotors Private Limited, Nirmalmaya Projects Private Limited, Madhudan Complex Private Limited and Dhanshree Highrise Private Limited and recorded in Book No. I C.D. Volume No. 29, Pages 4610 to 4634, Being No. 09733 for the Year 2013 against valuable considerations mentioned therein the said deed of conveyance;

AND WHEREAS similarly the Fifth Party of the Fifth part namely Blueband Promotors Private Limited jointly with Shivraishi Exports Private Limited, Randata Commercial Private Limited, Rashiamrit Vintrade Private Limited Panchparv Commodoreal Private Limited, Nirmalmaya Projects Private Limited, Madhudhan Complex Private Limited and Dhanshree Highrise Private Limited, the respective parties of First, Second, Third, Fourth, Sixth, Seventh and Eighth parts herein are the joint owners and are jointly seized possessed of and/or otherwise well and sufficiently entitled to all that brick built tin shed Structure, messuage, tenement hereditament and premises together with piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be the same a little more or less being scheme plot no. "F" composed in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702. [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197, all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office], Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] situate lying at and being part of holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta since been included within ward No 10 of Panhalai Municipality and more fully and specifically described in Part VI of Schedule A hereunder written, by purchase from its erstwhile recorded owners namely s.r.traders private limited, a Company incorporated under the Companies Act, 1956, having PAN

AAEC52655N and having its Regd. Office at 6, Allipore Park Road, Police Station Allipore, Kolkata - 700027, by virtue of a Deed of conveyance dated 30th June 2013 executed by S.R. RADEERS PRIVATE LIMITED through its authorized Director namely SRI AMIR GOENKA, in the joint favour of Shivrashi Exports Private Limited, Randata Commercial Private Limited, Rashiamit Vintrade Private Limited, Panchpar Commoddeal Private Limited, Blueand Promoters Private Limited, Nirmalmaya Projects Private Limited, Madhudhan Complex Private Limited and Dhanshree Highrise Private Limited and Registered on 4th July 2013 in the office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I.C.D. Volume No. 30 Pages 255 to 280, Being No. 09743 for the Year 2013 against valuable considerations mentioned therein the said deed of conveyance.

AND WHEREAS similarly the Sixth Party of the Sixth part namely Nirmalmaya Projects Private Limited jointly with Shivrahi Exports Private Limited, Randata Commercial Private Limited, Rashmi Vintage Private Limited, Panchpar Commodore Private Limited, Blueand Promoters Private Limited, Madhuran Complex Private Limited and Dhanshree Highrise Private Limited, the respective parties of First, Second, Third, Fourth, Fifth, Seventh and Eighth parts herein are the joint owners and are jointly seized possessed of and/or otherwise well and sufficiently entitled to all that brick built in shed Structure, messuage, tenement hereditament and premises together with piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be the same a little more or less being scheme plot no. "G" comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197, all in Mouza Agapara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] situate lying at and being part of holding formerly no. 471 and thereafter 501, Agapara Road and later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta since been included within ward No 10 of Panitahi Municipality and more fully and specifically described in Part VII of Schedule A hereunder written, by purchase from its erstwhile recorded owners namely S.R. TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having PAN AAECSS2655N and having its Regd. Office at 6, Alipore Park Road, Police Station Alipore, Kolkata - 700027, by virtue of a Deed of conveyance dated 30th June 2013 executed by S.R. TRADERS PRIVATE LIMITED through its authorized Director namely SRI AMIT GOENKA in the joint favour of Shivrahi Exports Private Limited, Randata Commercial Private Limited, Rashmi Vintage Private Limited, Panchpar Commodore Private Limited, Blueand Promoters Private Limited, Madhuran Complex Private Limited and Dhanshree Highrise Private Limited and Registered on 4th July 2013 in the office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. 1 C.D. Volume No. 30 Pages 292 to 316, Being No. 09744 for the Year 2013 against valuable considerations mentioned therein the said deed of conveyance.

AND WHEREAS similarly the Seventh Party of the Seventh part namely Madhuchan Complex Private Limited jointly with Shivraishi Exports Private Limited, Randata Commercial Private Limited, Rashamit Vintage Private Limited, Panchpar Commodore Private Limited, Blueand Promoters Private Limited, Nirmaaya Projects Private Limited and Dhansree Highrise Private Limited, the respective parties of First, Second, Third, Fourth, Fifth, Sixth and Eighth parts herein are the joint owners and are jointly seized possessed of and/or otherwise well and sufficiently entitled to all that brick built tin shed Structure, message, tenement hereditament and premises together with piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 7(Seven)

therein the said deed of conveyance;

the same a little more or less being scheme plot no. "G" comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/11308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197, all in Mouza Agapara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khairah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] situate lying at and being part of holding formerly no. 471 and thereafter 501, Agapara Road and Later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta since been included within ward No 10 of Panitah Municipality and more fully and specifically described in Part VII of Schedule A hereunder written, by purchase from its erstwhile recorded owners namely S.R. TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having PAN AAECSC2655N and having its Regd. Office at 6, Allipore Park Road, Police Station Allipore, Kolkata – 700027, by virtue of a Deed of conveyance dated 30th June 2013 executed by S.R. TRADERS PRIVATE LIMITED through its authorized Director namely SRI AMIT GOENKA in the joint favour of Shivrashi Exports Private Limited, Randata Commercial Private Limited, Rashiamit Vinttrade Private Limited, Panchparv Commodal Private Limited, Blueand Promoters Private Limited, Nirnamaya Projects Private Limited, Madhudan Complex Private Limited and Dhanshree Highrise Private Limited and Registered on 4th July 2013 in the office of the Additional Registrar of Assurances – II, Kolkata and recorded in Book No. I C.D, Volume No. 30 Pages 292 to 316, Being No. 09744 for the Year 2013 against valuable considerations mentioned

AND WHEREAS similarly the Sixth Party of the Sixth part namely Nirmalmaya Projects Private Limited jointly with Shivrashi Exports Private Limited, Randata Commercial Private Limited, Rashiamrit Vintade Private Limited, Panchpari Commodoreal Private Limited, Blueand Promotors Private Limited, Madhudson Complex Private Limited and Dhanshree Highrise Private Limited, the respective parties of First, Second, Third, Fourth, Fifth, Seventh and Eighth parts herein are the joint owners and are jointly seized possessed of and/or otherwise well and sufficiently entitled to all that brick built tin shed Structure, messuage, tenement hereditament and premises together with piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be

AAEC52655N and having its Regd. Office at 6, Allipore Park Road, Police Station Allipore, Kolkata - 700027, by virtue of a Deed of conveyance dated 30th June 2013 executed by S.R. RADEES PRIVATE LIMITED through its authorized Director namely SRI AMR GOENKA, in the joint favour of Shivrashi Exports Private Limited, Randata Commercial Private Limited, Rashiamit Vintrade Private Limited, Panchpar Commoddeal Private Limited, Blueand Promoters Private Limited, Nirmalmaya Projects Private Limited, Madhudhan Complex Private Limited and Dhanshree Highrise Private Limited and Registered on 4th July 2013 in the office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I.C.D. Volume No. 30 Pages 255 to 280, Being No. 09743 for the Year 2013 against valuable considerations mentioned therein the said deed of conveyance.

ANNEXURE A

NOTARY
REGD. NO. 896/95
CALCUTTA

GOVERNMENT OF INDIA

CHANDU

Police Station Road, Police Station Airport, Kolkata - 700027.

Cottahs 8(Eight) Chittacks be the same a little more or less being scheme plot no. "B" comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197, all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] situate lying at and being part of holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as part of Municipal holding/Premises no. 110F, B.T. Road and presently 126F, B.T. Road, Calcutta since been included within ward No 10 of Panihati Municipality and more fully and specifically described in Part VIII of Schedule A hereunder written, by purchase from its erstwhile recorded owners namely S.R. TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having PAN AAEC52655N and having its Regd. Office at 6, Allpore Park Road, Police Station Allpore, Kolkata - 700027, by virtue of a Deed of conveyance dated 30th June 2013 executed by S.R. TRADERS PRIVATE LIMITED through its authorized Director namely sri AMIT GOENKA in the joint favour of Shivashi Exports Private Limited, Randata Commercial Private Limited, Rashmit Vintade Private Limited, Panchparv Commodore Private Limited, Blueand Promotors Private Limited, Nirmlaya Projects Private Limited, Madhuchan Complex Private Limited and Dhanshree Highrise Private Limited and Registered on 4th July 2013 in the office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I C.D. Volume No. 29, Pages 4635 to 4659, Being No. 09734 for the Year 2013 against valuable considerations mentioned therein the said deed of conveyance;

AND WHEREAS the properties specified in Part I to Part VIII of Schedule "A" hereunder written are contiguous to each other and the Parties of First, Second, Third, Fourth, Fifth, Sixth, Seventh & Eighth Parts are the joint owners of the said total properties i.e. ALL THAT brick built in shed Structures, messuages, tenements herditaments and premises together with a piece and parcel of revenue redeemed homestead land therein to belonging and whereon or on part whereof the same are erected and built containing by estimation 4 (Four) Bighas, 2 (Two) cottahs 15(Fifteen) Chittacks and 44 (Forty Four) Sq.ft. equivalent to 59759 sq. ft. be the same little more or less comprising in C.S. Dag No. 3841 appertaining to Khatian No. 850 and portion of C.S. Dag No. 3842, 3843, 3844 appertaining to Khatian No. 1215, Touzi No. 173 and C.S. Plot No. 3841 of the Khatian No. 850, Touzi No. 173 with the Police Station Baranagar Sub Registry office Cossipore Dum Dum in 24 Parganas North [out of total land measuring 7 (Seven) Bighas, 5 (Five) cottahs and 43 Sq.ft. equal to 2.77 Acres, be the same little more or less specified in schedule "A" hereunder written] and since been mutated as a separate Holding No F-166/2 in the record of Panihati Municipality and more fully and specifically described in Schedule "A" hereunder written and each having undivided 1/5th share therein.

AND WHEREAS the parties of the First, Second, Third, Fourth, Fifth, Sixth, Seventh & Eighth Parts herein for their mutual and maximum advantage and best convenience discussed about commercial exploitation of the said property described in Schedule "A" hereunder written and every one in the Management of the respective companies amongst First to Eighth Parts herein have been unanimous and opined for commercial exploiting the same on amalgamation of all the parts specified in Part I to Part VIII of Schedule "A" and accordingly the board of Directors of the Parties of First to Eighth Parts took resolution in their individual Board favouring amalgamation and entrusted their respective authorized representative to take appropriate steps for amalgamation of their said purchased properties by resolution dated 9th October 2013.



AND WHEREAS the authorized representatives/Directors of the said First, Second, Third, Fourth, Fifth, Sixth, Seventh & Eighth Parties as per resolution adopted in Board meeting dated 9th October 2013 in each of their respective Companies amongst First to Eighth Parties herein have now agreed to execute appropriate deed of amalgamation for user of the properties specified in Part I to Part VIII of Schedule "A" in amalgamation to each other for ever and for all practical purposes in order to utilize the same in common and without asking for partition or division of the same and accordingly agreed to execute this deed of amalgamation as hereunder:

NOW THIS AGREEMENT OF AMALGAMATION WITNESSETH as follows: -

In pursuance of the said agreement and in consideration of undivided 1/8th share each in all that piece and parcel of revenue redeemed homestead land estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 and as also on physical measurement, 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less comprised in C.S./R.S. Bag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khalian no. 65, R.S. Khalian No. 702, later modified as Khalian no. 404 and now further modified as Khalian no. 1197 (in the name of present Vendor), all in Mouza Agapara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khairan, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas (after Delimitation of the District of 24 Parganas) together with Tin Shed, dwelling structures and appurtenances thereunto belonging situate lying at and being holding formerly no. 471 and thereafter 501, Agapara Road and later known and numbered as Municipal holding/Premises no. 110F, B.T. Road and presently 126F, B.T. Road, Calcutta within Panthali Municipality and more fully and specifically mentioned in schedule "A" hereunder written, the Parties of the First, Second, Third, Fourth, Fifth, Sixth, Seventh & Eighth Parts agreed to use and utilize the said properties specified in Part I to Part VIII of Schedule "A" in amalgamation to each other having a common boundary and accordingly agreed that with effect from the date of execution of these presents and for ever and for all practical purposes the parties of the First, Second, Third, Fourth, Fifth, Sixth, Seventh & Eighth Parts shall utilize, hold and use the same in amalgamation to each other with a common boundary without asking for its separation and they shall jointly mutate their names in respect of the said purchased lands specified in Part I to Part VIII of Schedule "A" mentioned hereunder written in amalgamation to each other in Govt. and Municipal authorities and shall jointly develop the amalgamated premises and erect multistoried buildings thereon with a common plan or plans to be sanctioned by local Panthali Municipality on joint investments and efforts and the parties of all the parts herein agreed that in the event of disposal, they shall jointly dispose of or sell or convey or transfer or assign or release or assure unto the intending Purchaser/s on joint development of the amalgamated premises and shall join hands together in the deed of transfer to the intending purchaser/s accordingly and apportion the consideration in equal proportion or **HOWSOEVER OTHERWISE** the said Structure, messuage, tenement hereditament land and premises now are or is or heretofore were or was situated butted bounded called known numbered or to be numbered described and distinguished together with all houses, structures to be made or in existence used or to be used for dwelling purpose or commercial purpose or otherwise, all erections, fixtures, walls, paths, court yards, passages, sewers, drains, water, water-courses, trees, shrubs in existence or to be made on the amalgamated premises in amalgamation of



THE A. K. K.

all the Part I to Part VIII specified in schedule "A" hereunder written and all manner of rights and appurtenances whatsoever to the said message tenement

liberties and easements appurtenant thereto and appurtenances whatsoever to the said message tenement and premises in existence or to be made in the said amalgamated premises in amalgamation of

all the Part I to Part VIII specified in schedule "A" hereunder written or any part thereof usually occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions remainder or remainders rents

issues and profits thereof or any part thereof AND all the estate, right, title, inheritance use trust property claim and demand whatsoever both at law and in equity into and upon the said message tenement hereditament land and

premises in existence or to be made in the said amalgamated premises in amalgamation of all the Part I to Part VIII specified in schedule "A" hereunder written

message tenement hereditament land and structures and premises in existence or to be made in the said

amalgamated premises in amalgamation of all the Part I to Part VIII specified in schedule "A" hereunder written

jointly AND the Parties of all parts their respective successor-in-office, successor-in-interest, assigns,

attorneys or agents covenant to each other, including their respective successor-in-office, successor-

in-interest, legal representatives and assigns that they and each of them shall and will unless

prevented by fire or some other inevitable accident from time to time and all times hereafter upon

every reasonable request to each other produce or cause to be produced unto it or its successor-in-

office, successor-in-interest, assigns, attorneys or agents or in any trial, hearing, if required all their

respective Title Deeds including, writing, receipts and documents relating to their title of the under

mentioned schedule property specified in schedule "A" hereunder written for manifesting defending

and proving their respective title to each other, their respective successor-in-office, successor-in-

interest, legal representatives and assigns to and in the said land hereditament and premises specified

in schedule "A" hereunder written, and also at the like request and costs deliver or cause to be

delivered unto each other, their respective successor-in-office, successor-in-interest, legal

representatives and assigns such attested or other copies or abstracts of or extracts from the said

deeds and writing receipts and documents as it may require AND shall and will in the meantime unless

prevented as aforesaid keep the said deed of writing or documents in connection with this agreement

an obliterated and uncanceled.

The Parties of all parts herein doth hereby covenant to each other as follows: -

1. That notwithstanding any act deed or thing whatsoever by the respective parties amongst First to Eighth Parts herein done or executed or knowingly suffered to the contrary each of them has good right full power absolute authority and indefeasible title and absolute power and authority to enter into agreement of amalgamation in respect of the said property, described in Schedule "A" hereunder written.

2. The Parties of all parts shall and may at all times hereafter peaceably and quietly possess enjoy properties specified in Part I to Part VIII of Schedule "A" hereunder written in amalgamation to each other and jointly in equal proportion and receive rents issues and profits thereof in equal proportion without any lawful eviction, interruption claim or demand whatsoever from one another.



3. That the parties of all parts and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said premises or any part thereof from under or in trust for the Parties of all parts herein shall and will from time to time and at all times hereinafter at the request of each other do or include or cause to be done or executed all such acts deeds things whatsoever for further better and more perfectly assuring the said properties specified in Part I to Part VIII of Schedule "A" hereunder written in amalgamation to each other and every part thereof unto the use of each other jointly in manner aforesaid as shall or may be reasonably required.

4. The Parties of all parts herein shall enjoy claim all rents profits arrear rents from the tenants in respect of current arrear dues if any etc. of the said properties specified in Part I to Part VIII of Schedule "A" hereunder written in amalgamation to each other from the date of execution of these presents in equal proportion and the Parties of all parts shall sue recover evict tenants, if any from any part of the said properties specified in Part I to Part VIII of Schedule "A" hereunder written (in amalgamation to each other) jointly in accordance with law together with all benefits full rights, title, interest whatsoever in equal proportion.

SCHEDULE "A" ABOVE REFERRED TO: [AMALGAMATED PREMISES]

ALL THAT brick built tin shed Structure, messuage, tenement hereditament and premises together with a piece and parcel of revenue redeemed homestead land thereunto belonging and whereon or on part thereof the same are erected and built containing by estimation 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 and as also on physical measurement, 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khaitan no. 65, R.S. Khaitan No. 702, (later modified as Khaitan no. 404 and now further modified as Khaitan no. 1197) in the name of present Vendor), all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas (after Delimitation of the District of 24 Parganas) situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T. Road and presently 126F, B.T. Road, Calcutta since been included within ward No. 10 of Panihati Municipality together with boundary wall, passages and all other easements, right, title, interest and amenities, facilities for beneficial enjoyment of the said property, which is butted and bounded by:

ON THE NORTH : Pre. No. 613, B.T. Road
ON THE SOUTH : North Station Road, Agarpara
ON THE EAST : 136, North Station Road, Agarpara
ON THE WEST : B.T. Road
Which total properties to be amalgamated comprising of the following parts namely:



ALL THAT brick built tin shed Structure, messuage, tenement hereditament and premises together with a

piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be the same a little more or less being scheme Plot no. "A" comprising in C.S. Plot No.3842, 3843, 3844 under Khatah No.1215, Touzi No.173 and C.S. Plot No.3841 under Khatah No.850, Touzi No.173 in Mouza - Anyadah, Kamathali within the then Police Station Baranagar now Belgahora, Sub Registry office Cossipore Dum Dum, District: 24 Parganas (North) comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatah no. 65, R.S. Khatah No. 702, [later modified as Khatah no. 404 and now further modified as Khatah no. 1197 (in the name of present Vendor)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] since been included within ward No. 10 of Panihati Municipality situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta, situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently part of Municipal holding/Premises no. 126F, B.T.Road, Calcutta & as delineated in the annexed map with

Border Orange which is butted and bounded by:-

ON THE NORTH
Pre. No. 513, B.T.Road,
Scheme Plot no. "B",
Pre. No. 136, North Station Road, Agarpara,
B.T.Road,
ON THE EAST
ON THE WEST

PART-II

ALL THAT brick built tin shed Structure, messuage, tenement hereditament and premises together with a piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be the same a little more or less being scheme Plot no. "B" comprising in C.S. Plot No.3842, 3843, 3844 under Khatah No.1215, Touzi No.173 and C.S. Plot No.3841 under Khatah No.850, Touzi No.173 in Mouza - Anyadah, Kamathali within the then Police Station Baranagar now Belgahora, Sub Registry office Cossipore Dum Dum, District: 24 Parganas (North) comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatah no. 65, R.S. Khatah No. 702, [later modified as Khatah no. 404 and now further modified as Khatah no. 1197 (in the name of present Vendor)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] since been included within ward No. 10 of Panihati Municipality situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta, situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently part of Municipal holding/Premises no. 126F, B.T.Road, Calcutta & as delineated in the annexed map with

Border Green, which is butted and bounded by:-

ON THE NORTH
Scheme Plot no. "A",
Scheme Plot no. "C",
Pre. No. 136, North Station Road, Agarpara,
B.T.Road,
ON THE EAST
ON THE WEST



ANNEXURE
12

ON THE NORTH : Scheme Plot no. "C",
ON THE SOUTH : Scheme Plot no. "E",
ON THE EAST : Pre. No. 136, North Station Road, Agarpara;
ON THE WEST : B.T. Road;

Border Red which is butted and bounded by:-

presently part of Municipal holding/Premises no. 126F, B.T. Road, Calcutta & as delineated in the annexed map with 501, Agarpara Road and Later known and numbered as part of Municipal holding/Premises no. 110F, B.T. Road and B.T. Road and presently 126F, B.T. Road, Calcutta, situate lying at and being holding formerly no. 471 and thereafter no. 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, Parganas] since been included within ward No. 10 of Panhati Municipality situate lying at and being holding formerly Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, [later modified as Khalian no. 404 and now further modified as Khalian no. 1197 (in the name of present Vendor)], all in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khalian no. 65, R.S. Khalian No. 702, Baranagar now Belgahora, Sub Registry office Cossipore Dum Dum, District: 24 Parganas (North) comprised in No. 3841 under Khalian No. 850, Touzi No. 173 in Mouza - Artyadah, Kamahati within the then Police Station no. "D" comprising in C.S. Plot No. 3842, 3843, 3844 under Khalian No. 1215, Touzi No. 173 and C.S. Plot containing by estimation measuring 10 (Ten) Cottahs be the same a little more or less being scheme Plot piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built

PART - IV

ON THE NORTH : Scheme Plot no. "B",
ON THE SOUTH : Scheme Plot no. "D",
ON THE EAST : Pre. No. 136, North Station Road, Agarpara;
ON THE WEST : B.T. Road;

Border Blue, which is butted and bounded by:-

presently part of Municipal holding/Premises no. 126F, B.T. Road, Calcutta & as delineated in the annexed map with 501, Agarpara Road and Later known and numbered as part of Municipal holding/Premises no. 110F, B.T. Road and B.T. Road and presently 126F, B.T. Road, Calcutta, situate lying at and being holding formerly no. 471 and thereafter no. 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, Parganas] since been included within ward No. 10 of Panhati Municipality situate lying at and being holding formerly Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, [later modified as Khalian no. 404 and now further modified as Khalian no. 1197 (in the name of present Vendor)], all in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khalian no. 65, R.S. Khalian No. 702, Baranagar now Belgahora, Sub Registry office Cossipore Dum Dum, District: 24 Parganas (North) comprised in No. 3841 under Khalian No. 850, Touzi No. 173 in Mouza - Artyadah, Kamahati within the then Police Station no. "C" comprising in C.S. Plot No. 3842, 3843, 3844 under Khalian No. 1215, Touzi No. 173 and C.S. Plot containing by estimation measuring 10 (Ten) Cottahs be the same a little more or less being scheme Plot piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built

PART - III



ANAND KURE A.



PART - V

ALL THAT brick built tin shed Structure, messuage, tenement hereditament and premises together with a piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be the same a little more or less being scheme Plot no. "E" comprising in C.S. Plot No.3842, 3843, 3844 under Khaitan No.1215, Touzi No.173 and C.S. Plot No.3841 under Khaitan No.850, Touzi No.173 in Mouza - Anyadah, Kamathali within the then Police Station Baranagar now Belgachia, Sub Registry office Cossipore Dum Dum District 24 Parganas (North) comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khaitan no. 65, R.S. Khaitan No. 702, [later modified as Khaitan no. 404 and now further modified as Khaitan no. 1197 (in the name of present Vendor)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khairah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] since been included within ward No. 10 of Panihal Municipality situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and 501, Agarpara Road and later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently part of Municipal holding/Premises no. 126F, B.T.Road, Calcutta & as delineated in the annexed map with

Border Pink which is butted and bounded by:-

ON THE NORTH : Scheme Plot no. "D"
ON THE SOUTH : Scheme Plot no. "E"
ON THE EAST : Pre. No. 136, North Station Road, Agarpara,
ON THE WEST : B.T.Road

PART - VI

ALL THAT brick built tin shed Structure, messuage, tenement hereditament and premises together with a piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be the same a little more or less being scheme Plot no. "F" comprising in C.S. Plot No.3842, 3843, 3844 under Khaitan No.1215, Touzi No.173 and C.S. Plot No.3841 under Khaitan No.850, Touzi No.173 in Mouza - Anyadah, Kamathali within the then Police Station Baranagar now Belgachia, Sub Registry office Cossipore Dum Dum District 24 Parganas (North) comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khaitan no. 65, R.S. Khaitan No. 702, [later modified as Khaitan no. 404 and now further modified as Khaitan no. 1197 (in the name of present Vendor)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khairah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] since been included within ward No. 10 of Panihal Municipality situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and 501, Agarpara Road and later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently part of Municipal holding/Premises no. 126F, B.T.Road, Calcutta & as delineated in the annexed map with

Border Brown which is butted and bounded by:-

ON THE NORTH : Scheme Plot no. "E"
ON THE SOUTH : Scheme Plot no. "G"
ON THE EAST : Pre. No. 136, North Station Road, Agarpara,
ON THE WEST : B.T.Road



PART - VII

ALL THAT brick built tin shed Structure, messuage, tenement hereditament and premises together with a piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 10(Ten) Cottahs be the same a little more or less being scheme Plot no. "G" comprising in C.S. Plot No.3842, 3843, 3844 under Khatian No.1215, Touzi No.173 and C.S. Plot No.3841 under Khatian No.850, Touzi No.173 in Mouza - Arnyadah, Kamathali within the then Police Station Baranagar now Belgoria, Sub Registry office Cossipore Dum Dum, District: 24 Parganas (North) comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as Khatian no. 1197 (in the name of present Vendor)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registation Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] since been included within ward No. 10 of Panitahi Municipality situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta, situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta, situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta & as delineated in the annexed map with

ON THE NORTH

Scheme Plot no. "F"

ON THE SOUTH

Scheme Plot no. "H"

ON THE EAST

Pre. No. 136, North Station Road, Agarpara;

ON THE WEST

B.T.Road;

PART - VIII

ALL THAT brick built tin shed Structure, messuage, tenement hereditament and premises together with a piece and parcel of land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation measuring 7(Seven) Cottahs be the same a little more or less being scheme Plot no. "H" comprising in C.S. Plot No.3842, 3843, 3844 under Khatian No.1215, Touzi No.173 and C.S. Plot No.3841 under Khatian No.850, Touzi No.173 in Mouza - Arnyadah, Kamathali within the then Police Station Baranagar now Belgoria, Sub Registry office Cossipore Dum Dum, District: 24 Parganas (North) comprised in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as Khatian no. 1197 (in the name of present Vendor)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registation Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] since been included within ward No. 10 of Panitahi Municipality situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta, situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as part of Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road, Calcutta & as delineated in the annexed map with Border Violet, which is butted and bounded by:-

ON THE NORTH

Scheme Plot no. "G"

ON THE SOUTH

North Station Road, Agarpara;

ON THE EAST

Pre. No. 136, North Station Road, Agarpara;

ON THE WEST

B.T.Road;



Shivraishi Exports Pvt. Ltd.

R.K. Agrawal
Director/Authorised Signatory

Signature of the First Party

Handata Commercial Pvt. Ltd

Director/Authorised Signatory

Signature of the Second Party

Rashiamrit Vintages Pvt. Ltd.

Director/Authorised Signatory

Signature of the Third Party

Panchparv Commodore Pvt. Ltd.

Director/Authorised Signatory

Signature of the Fourth Party

Shreehand Promoters Private Limited

Director/Authorised Signatory

Signature of the Fifth Party

Nirmalmaya Projects Private Limited

Director/Authorised Signatory

Signature of the Sixth Party

Madhuchan Complex Private Limited

R.K. Agrawal
Director/Authorised Signatory

Director/Authorised Signatory

Signature of the Seventh Party

Channabree Highrise Private Limited

Director/Authorised Signatory

Signature of the Eighth Party

MADHAVITA KUNDU

NOTARY, GOVT OF INDIA

S.O.C. BAR ASSOCIATION

27, KIRAN SANKAR ROY ROAD

CALCUTTA-700 001

26 JUL 2010

IN WITNESS WHEREOF the Parties of First Second, Third, Fourth and Fifth Parts hereon have first above written.

SIGNED SEALED & DELIVERED by the within named Party of the First part

at Kolkata in the presence of -

WITNESSES

1. Susanta Raybanshi, Secy. Pw, Panchak party, 24 Pgs (M)

2. Kuntal Bhaduri, Advocate, K. 01-157.

SIGNED SEALED & DELIVERED by the within named Party of the Second

part at Kolkata in the presence of -

WITNESSES

1. Susanta Raybanshi, Secy. Pw, Panchak party, 24 Pgs (M)

2. Kuntal Bhaduri, Advocate, K. 01-157.

SIGNED SEALED & DELIVERED by the within named Party of the Third part

at Kolkata in the presence of -

WITNESSES

1. Susanta Raybanshi, Secy. Pw, Panchak party, 24 Pgs (M)

2. Kuntal Bhaduri, Advocate, K. 01-157.

SIGNED SEALED & DELIVERED by the within named Party of the Fourth part

at Kolkata in the presence of -

WITNESSES

1. Susanta Raybanshi, Secy. Pw, Panchak party, 24 Pgs (M)

2. Kuntal Bhaduri, Advocate, K. 01-157.

SIGNED SEALED & DELIVERED by the within named Party of the Fifth part

at Kolkata in the presence of -

WITNESSES

1. Susanta Raybanshi, Secy. Pw, Panchak party, 24 Pgs (M)

2. Kuntal Bhaduri, Advocate, K. 01-157.

SIGNED SEALED & DELIVERED by the within named Party of the Fifth part

at Kolkata in the presence of -

WITNESSES

1. Susanta Raybanshi, Secy. Pw, Panchak party, 24 Pgs (M)

2. Kuntal Bhaduri, Advocate, K. 01-157.

SIGNED SEALED & DELIVERED by the within named Party of the Fifth part

at Kolkata in the presence of -

WITNESSES

1. Susanta Raybanshi, Secy. Pw, Panchak party, 24 Pgs (M)

2. Kuntal Bhaduri, Advocate, K. 01-157.

SIGNED SEALED & DELIVERED by the within named Party of the Fifth part

at Kolkata in the presence of -

WITNESSES

1. Susanta Raybanshi, Secy. Pw, Panchak party, 24 Pgs (M)

2. Kuntal Bhaduri, Advocate, K. 01-157.

Drafted by me and Typed and printed

in my chamber.

Sankar Narayan Saha

[SANKAR NARAYAN SAHA], Advocate

C/O Mr. Amar Nath Das, Advocate

High Court, Calcutta

7C, K. S. Roy Road, G. Floor, Hastings

Chambers, Kolkata - 700001.

Director/Authorized Signatory

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Director/Authorized Signatory

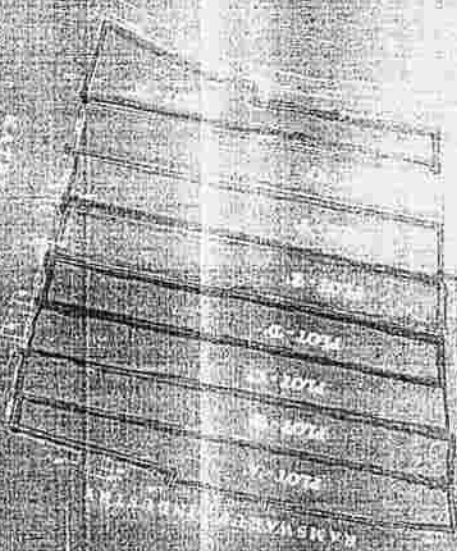


EXHIBIT A

AGREEMENT OF AMALGAMATION

AMONGST

SHIVKASH EXPORTS PRIVATE LIMITED

... FIRST PARTY

AND

RANDATE COMMERCIAL PRIVATE LIMITED

... SECOND PARTY

AND

RASHMIRIT VINTAGE PRIVATE LIMITED

... THIRD PARTY

AND

PANCHPRAKASH COMMODAL PRIVATE LIMITED

... FOURTH PARTY

AND

BLUELAND PROMOTERS PRIVATE LIMITED

... FIFTH PARTY

AND

NIRMALAYA PROJECTS PRIVATE LIMITED

... SIXTH PARTY

AND

MADHUB AN COMPLEX PRIVATE LIMITED

... SEVENTH PARTY

AND

OLIANSHREE HIGHRISE PRIVATE LIMITED

... EIGHTH PARTY

Sankar Narayan Saha

Advocate

C/O Mr. Amar Nath Das

Advocate

High Court, Calcutta

Chamber: 7C, K. S. Roy Road,

Ground Floor, Kolkata-700001.

DATED: 14TH DAY OF JULY 2013

MADHUMITA KUNDU,

L.A., B.B., LL.B. ADVOCATE & NOTARY
GOVT. OF INDIA

RESIDENCY SMALL CAUSE COURT

BAR ASSOCIATION

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P. O. - Saitia, Howrah - 6

West Bengal

Mobile : 9830897932



THE RELATED NOTARIAL CERTIFICATE

&

PAPER WRITINGS - A



THE DAY OF

20