



FORM TM – 24  
THE TRADE MARKS ACT, 1999

Attorney's Code No. : 3976  
Proprietor's Code No. : 1918295

GOVT. OF INDIA  
(Branch)  
IN CASH  
PAY ORDER  
11 JUL 2016  
1551943  
In Cash  
Cashier

**Request To Register a Subsequent Proprietor of a Trade Mark or Trade  
Marks upon the Same Devolution of Title**  
[Section 45; Rule 68]

We, **GREENCON INDUSTRIES PRIVATE LIMITED** a company incorporated under the Companies Act having Place of Business at **GAYATRI HOUSE, NEAR MAITRI AVENUE SOCIETY, MOTERA, AHMEDABAD 380005, GUJARAT, INDIA**, hereby request that our name may be entered in the Register of Trademarks as a Proprietor of Trademark no. **1697722** in **Class 20** and in additional trademarks numbers mentioned in Schedule "A" as from **9<sup>th</sup> JUNE 2016**.

We are entitled to the trademark by virtue of Assignment Deed of Trademark dated **9<sup>th</sup> JUNE 2016** of which attested certified copy is enclosed herewith. The assignment of the trade mark was not made otherwise than in connection with the goodwill of the business in which the mark had been used.

We declare that the facts and matters stated herein are true to the best of my knowledge, information and belief.

All communication to this application may be sent to the following address in India:

**MEHTA LEGAL**  
*Solicitor & Advocates, Trademark Attorneys*  
402-04, Shilp-2, Nr. Sales India, Income Tax Circle,  
Ashram Road, Ahmedabad 380 009, Gujarat, India

Dated 7<sup>th</sup> July 2016

For, **MEHTA LEGAL**

  
.....  
**SAMBHAT MEHTA**

Trademark Attorney of the Applicant

To,  
The Registrar of Trade Marks,  
Trade Marks Registry Branch, Delhi

11-Jul-2016/1551943/161427/TM-24


## SCHEDULE "A"

SR. NO.	T.M. NO.	CLASS
1.	1697698	20
2.	1697699	20
3.	1697700	20
4.	1697701	20
5.	1697702	20
6.	1697703	20
7.	1697704	20
8.	1697705	20
9.	1697706	20
10.	1697707	20
11.	1697708	20
12.	1697710	20
13.	1697711	20
14.	1697712	20
15.	1697713	20
16.	1697714	20
17.	1697715	20

18.	1697716	20
19.	1697717	20
20.	1697718	20
21.	1697719	20
22.	1697720	20
23.	1697721	20
24.	1697723	20
25.	1697724	20
26.	1697725	20
27.	1697726	20
28.	1697727	20
29.	1697728	20
30.	1697729	20
31.	1697730	20
32.	1697731	20
33.	1697732	20
34.	1697733	20

Dated 7<sup>th</sup> July 2016

For, MEHTA LEGAL



SAMRAT MEHTA

Trademark Attorney of the Applicant

100/-

69  
Sr. No. 11/1 69

THE VIJAY CO-OPERATIVE BANK LTD.  
SABARMATI,  
AHMEDABAD-380005.

भारत

82068  
177582

SPECIAL  
ADHESIVE

गुजरात  
JUN 08 2016



GUJISOSIAUTH/125372009  
FORM TM-48

15:20

R.0000100-PB6522

SHAMALBHAI M. DESAI  
NOTARY

TRADE MARKS ACT, 1999  
INDIA  
GENERAL POWER OF ATTORNEY

STAMP DUTY GUJARAT

9 JUN 2016 GOVT. OF GUJARAT

We, GREENCON INDUSTRIES PRIVATE LIMITED a company incorporated under the Companies Act having Place of Business at GAYATRI HOUSE, NEAR MAITRI AVENUE SOCIETY, MOTERA, AHMEDABAD 380005, GUJARAT, INDIA, do hereby authorize SAMRAT MEHTA, Solicitor, Advocate & Trademark Attorney and STUTI S. MEHTA, Advocate of

MEHTA LEGAL

402-04, SHILP-2, NEAR SALES INDIA, INCOME TAX CIRCLE,  
ASHRAM ROAD, AHMEDABAD 380 009, GUJARAT STATE, INDIA

to act jointly and/or severally as our Advocate/Agent for registration of our Trade Marks, Renewal of our Registered Trade Marks, to File opposition proceedings against any trade mark which may be identical and/or deceptively similar of any applicants for registration, to file counter statement, to file rectification application, to file register user application, to file review petition, to appear and argue the matters pending before The Trade Mark Registry Head Office or any Branch Office in India; to file necessary applications for subsequent Proprietorship or file necessary application as may be prescribed by the office for change in the proprietorship of Trade Marks, to file restoration application and interlocutory petition, to file all other related proceedings before the Registrar of Trade Mark or any tribunal for the said Trade Marks and request that all notices, requisitions and communications relating thereto may be sent to such Advocates/Agents at the above address.

We hereby ratify and agree to ratify and confirm all acts done by my Advocates/Agents.

We hereby revoke all previous authorization.

Dated this 9<sup>th</sup> Day of June 2016

For, GREENCON INDUSTRIES PRIVATE LIMITED

R. B. Desai

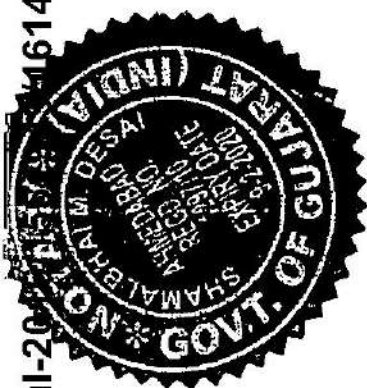
To,  
The Registrar of Trade Marks,  
Trade Marks Registry,  
Mumbai/Ahmedabad/Kolkata/Chennai/New Delhi

SIGNED  
BEFORE ME

SHAMALBHAI M. DESAI  
NOTARY  
GOVT. OF GUJARAT (INDIA)

9 JUN 2016

11-JUL-2016 16:14:27/TM-24



SHAMALBHAI M DESAI  
NOTARY  
GOVT. OF GUJARAT

170 JUN 2016

# DEED OF ASSIGNMENT OF TRADEMARK "PRAGATI"



THIS ASSIGNMENT is made and executed on the 9 day of June 2016

BETWEEN PRAGATI HIGHTECH PRODUCTS PRIVATE LIMITED a company incorporated under the Companies Act having Place of Business at SAHARANPUR ROAD, PANSARA, YAMUNA NAGAR 135001, HARYANA, INDIA of the One Part (hereinafter collectively referred to as "Assignor")

AND GREENCON INDUSTRIES PRIVATE LIMITED a company incorporated under the Companies Act having Place of Business at GAYATRI HOUSE, NEAR MAITRI AVENUE SOCIETY, MOTERA, AHMEDABAD 380005, GUJARAT, INDIA of the Other Part (hereinafter collectively referred to as "Assignee").



WHEREAS, the Assignor is the proprietor of trademark PRAGATI (hereinafter referred to as "said trademark") and is using the said trademark since 2001 by themselves for products included in Class 19 and since 2008 by themselves for products included in Class 20 of Trademarks Act. The Assignor is also using the trademark PRAGATI in various manners and style as per the demand of trade and business. Amongst the various manners and style of the said trademark, the assignor has also applied for various trademarks and got the registration of trademark PRAGATI and other trademarks having essential feature word PRAGATI in Class 20 as mentioned below and as provided in SCHEDULE "A" of this agreement.

GREENCON INDUSTRIES PRIVATE LIMITED

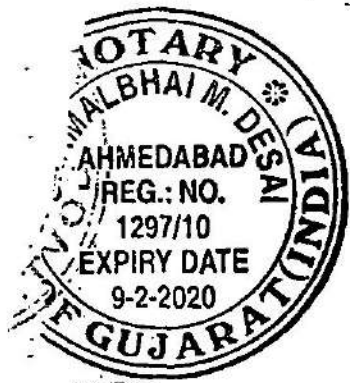
*R. B. Desai*  
For Pragati Hitech Products Pvt. Ltd  
*Vahajal*



NOTARIAL NOTARIAL

THE VIJAY CO-OPERATIVE BANK LTD.  
CASH PRAGATI,  
AHMEDABAD-380005.  
GUNSOLAHIA V/2597009

INDIA  
PRAGATI  
82066  
179580  
SPECIAL  
JUN 08 2016  
15:19  
Rs 0040000/- PB6522  
STAMP DUTY GUJARAT



AND WHEREAS the Assignor has agreed to assign the said Trade Marks PRAGATI in Class 20 as mentioned below and as provided in SCHEDULE "A" to the Assignee together with the goodwill of the business in the goods for which Trade Mark is used and applied for the consideration hereinafter appearing.

SR. NO.	T.M. NO.	TRADE MARK
1	1697722	PRAGATI
2	1697698	PRAGATI ALU
3	1697699	PRAGATI METAWOOD
4	1697700	PRAGATI LAM
5	1697701	PRAGATI ROCK
6	1697702	PRAGATI BWR
7	1697703	PRAGATI COM
8	1697704	PRAGATI CFB
9	1697705	PRAGATI MULTIPOUR
10	1697706	PRAGATI HS
11	1697707	PRAGATI FR DOOR
12	1697708	PRAGATI DOOR
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14	1697711	PRAGATI PROPS
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16	1697713	PRAGATI BEAM
17	1697714	PRAGATI FRAME

18	1697715	PRAGATI MARINE
19	1697716	PRAGATI FLOOR
20	1697717	PRAGATI F/R
21	1697718	PRAGATI EKO
22	1697719	PRAGATI FLEXI
23	1697720	PRAGATI METAL
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31	1697729	PRAGATI PAD
32	1697730	PRAGATI PALLET
33	1697731	PRAGATI DSP
34	1697732	PRAGATI PLANK
35	1697733	PRAGATI WITH DEVICE

NOW THIS DEED WITNESSETH that in pursuance of the Agreement and in consideration of the sum of Rs. 8,00,000/- (Rs. Eight Lacs only) duly paid to the Assignor by the Assignee by cheque no. 000068 of BANK OF INDIA Bank, Branch MATERA, A.M.D, dated 09/06/16. the receipt of payment is hereby acknowledged.

GREENCON INDUSTRIES PRIVATE LIMITED

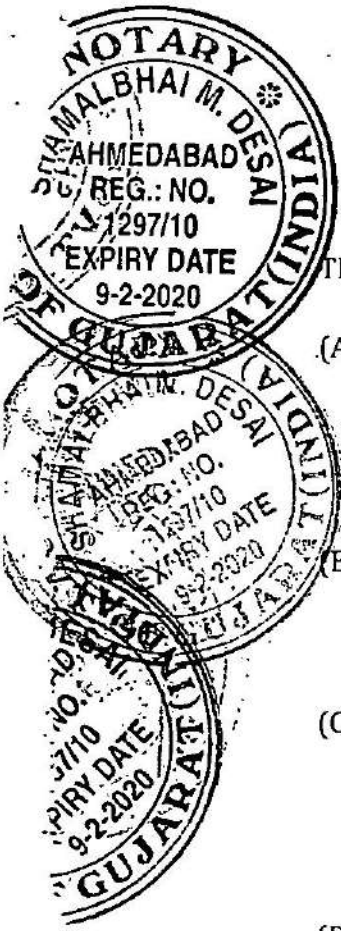
R. B. Alu

For Pragma Hi-Tech Products Pvt. Ltd.  
Director

V. S. Raju

Director





THE ASSIGNOR HEREBY ASSIGNS THE SAID TRADE MARKS TO THE ASSIGNEE:

- (A) The Assignor hereby assigns the said trademarks to the Assignee together with the goodwill of the business of the said trademarks; this assignment shall operate to vest the same in the Assignee.
- (B) The Assignor assigns the said trademarks to the Assignee to hold the same unto the Assignee, his successors and assigns absolutely.
- (C) The Assignor further covenants that the Assignee shall have and enjoy quiet possession of the trade marks uninterruptedly or undisturbed by the Assignor or any person claiming under or in trust for it.
- (D) The Assignee is also entitled to file any new applications for registration of the trademark, either identical mark or any mark containing the said essential features **PRAGATI**, as associated trade mark to the said trade mark to the Trade Marks Registry for development, expansion and better protection of business and Intellectual Property of the Assignee.
- (E) The Assignor agrees to execute, at the cost of the Assignee such writings, documents, requests, authorisations and do such things, matters and acts, as may be reasonably necessary for registering the Assignee as the subsequent proprietor of registered trademark in records of the Trademark Registry and before any other concern authority. The Assignor is also agrees and undertakes to give in writing, declaration, statement to the register the name of the assignee before the Registrar of Trade Marks.
- (F) In the case of any dispute, claim, controversy or disagreement arising out of or in connection with this Agreement (including as to the interpretation, validity, enforceability or termination of this Agreement) between the Parties (any such dispute, claim, controversy or

**GREENCON INDUSTRIES PRIVATE LIMITED**

For Pragati Hitech Products Pvt. Ltd

*R. D. Ahir*  
*Vahaj*  
 Director

11-Jul-2016/1551943/161427/TM-24

disagreement hereinafter referred to as a "Dispute"), either Party may notify the other in writing of the substance of the complaint or the Parties shall use their best efforts to resolve such dispute amicably through discussion. The notices shall be sent by Registered Post at address of parties mentioned in this agreement.

If the dispute is not settled within 30 (thirty) days of notification, unless the Parties otherwise agree in writing, such dispute shall be determined by Court of Law, subject to Court of Ahmedabad Jurisdiction.

WHEREAS this deed is signed and executed by Mr. Vishal Gupta Director and Authorised Person of Assignor Company and by Mr. Ramesh Ambwani Director and Authorised Person of Assignee Company. Copies of resolutions of both parties are as Schedule "B" and "C".

The Assignor has agreed, as stated above, and the Assignee has also signed and accepted the said property and have made necessary signature hereunder, in the presence of the witness stated here below.

ASSIGNOR

For, Pragati Hightech Products Private Limited

ASSIGNEE

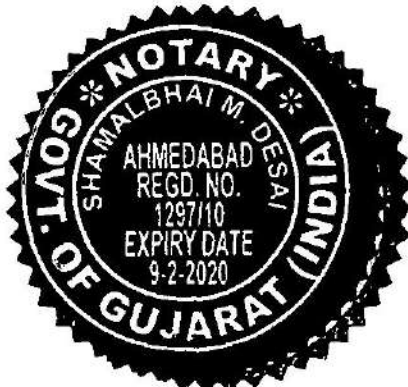
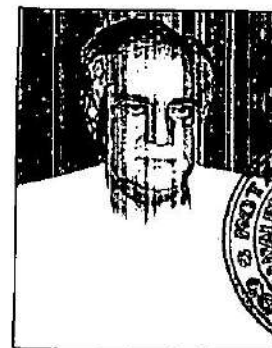
For, Greencon Industries Private Limited

CERTIFIED TRUE COPY

*Vishal Gupta*  
SHAMALBHAI M. DESAI  
NOTARY  
(Mr. Vishal Gupta) Director  
GOVT. OF GUJARAT INDIA

*R. B. Ambwani*  
(Mr. Ramesh Ambwani)  
Director

10 JUN 2016



SIGNED BEFORE ME

*Shamalbhai M. Desai*  
SHAMALBHAI M. DESAI  
NOTARY  
GOVT. OF GUJARAT (INDIA)

- 9 JUN 2016



11-Jul-2016/1551943/161427/TM-24



# Pragati Hightech Products Pvt. Ltd.

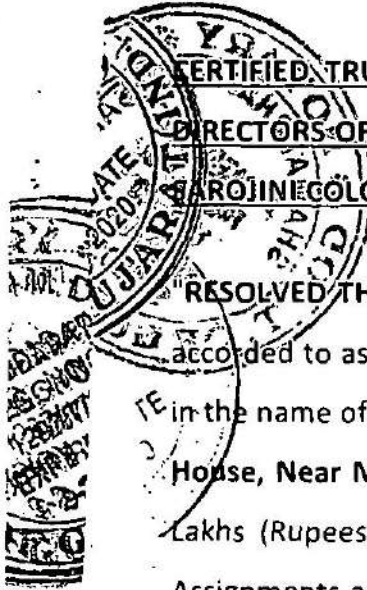
Saharanpur Road, Pansara, Yamuna Nagar - 135 001 (Haryana) INDIA  
Ph. : +91 - 1732 - 268163, 238163, 238239 • (Resi.) 253870  
Fax : + 91 - 1732-253678, 238180 • E-mail : penggynr@nde.vsnl.net.in



**SPL. IN COMPOSITE PANELS FOR TRANSPORTATIONS AND CONSTRUCTIONS**

**AN ISO 9001:2000 & ISO 14001 COMPANY**

Schedule "B"



**CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON MONDAY, 04TH APRIL, 2016 AT 11:00 AM AT 480 AROJINE COLONY, YAMUNA NAGAR.**

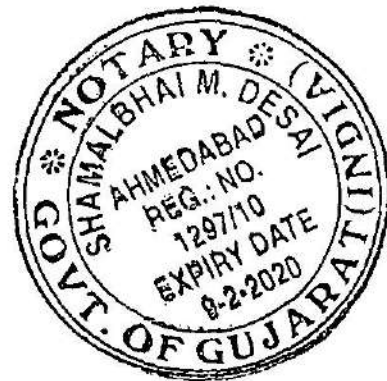
**"RESOLVED THAT** the consent of the Board of directors of the Company be and is hereby accorded to assign by way of transfer/ sale all the Trademark/s registered and unregistered in the name of Pragati Hightech Products Pvt. Ltd. to Greencon Industries Pvt. Ltd., Gayatri House, Near Maitri Avenue Society, Motera, Ahmedabad for a consideration of Rs. 10.00 Lakhs (Rupees: Ten Lakhs Only) on the terms and conditions as set out in the Deed of Assignments as placed before the Board duly initialled by the Chairman for the purpose of identification.

**RESOLVED FURTHER THAT** Mr. Vishal Gupta (DIN: 01425216), Director of the Company be and is hereby authorized to complete the transfer/sale of the said Trademark/s with powers to finalize and execute Deed of Assignments and other necessary documents, including agreements and other documents and to do all such other acts, deeds, matters and things as may be deemed necessary and expedient in their discretion for completion of the transfer/ sale of the said Trademark."

For, Pragati Hightech Products Pvt. Ltd.

*Anjali Gupta*

Anjali Gupta  
Director  
(DIN: 05191247)



IS : 3513



IS : 710



IS : 4990



IS : 303



IS : 14616



11-Jul-2016/1551943/161427/TM-24.



**GREENCON INDUSTRIES PRIVATE LIMITED**

Regd Off: "Gayatri House", Ashok Vihar, Near Maitri Avenue Society, Opp. Govt. Eng. College, Motera, Sabarmati Ahmedabad Ahmedabad GJ 380005  
(CIN: U45203GJ2012PTC072525)

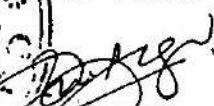


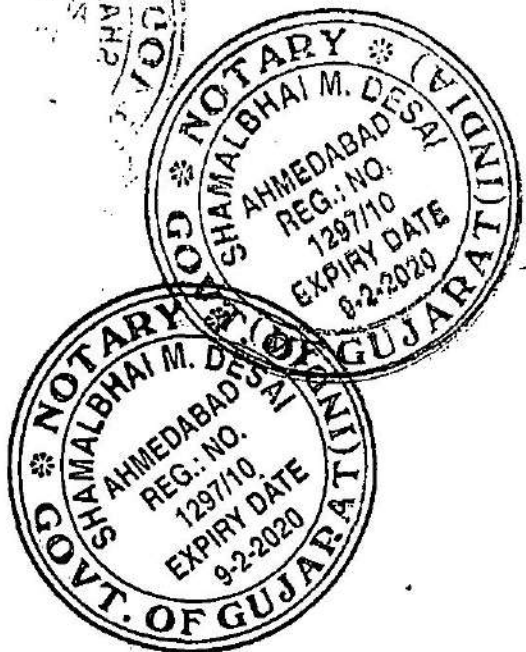
**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF GREENCON INDUSTRIES PRIVATE LIMITED HELD ON 25<sup>TH</sup> APRIL, 2016 AT THE REGISTERED OFFICE OF THE COMPANY AT SURVEY 213 & 216B, CHINTAMANI HOUSE NEAR MITHAKHALI UNDERBRIDGE, OPP MITHAKHALI GARDEN AHMEDABAD- 380006**

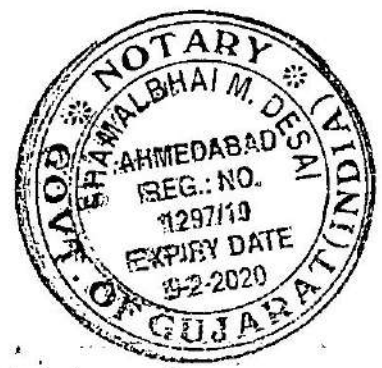
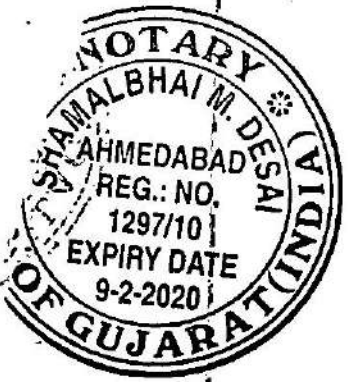
"RESOLVED THAT the consent of the Board of directors of the Company be and is hereby accorded to acquire all the Trademark/s registered in the name of Pragati Hightech Products Pvt. Ltd. in Class 19 and Class 20 of the Trademarks Act, 1999 together with the goodwill of the business in the goods for which Trade Mark is used and applied for the consideration of Rs. 10 lacs (Rupees Ten Lakhs Only) in aggregate as detailed in the Draft Deed of Assignment, placed before the Board duly initialed by the Chairman for the purpose of identification.

RESOLVED FURTHER THAT Mr. Rameshlal B. Ambwani, Director of the Company be and is hereby authorized to complete the acquisition of the said Trademark/s with powers to finalize and execute Deed of Assignment/s, application and other necessary documents, including agreements and to do all such other acts, deeds, matters and things as may be deemed necessary in this regard."

For GREENCON INDUSTRIES PRIVATE LIMITED

  
Anilkumar Sharma  
Director  
(DIN: 07496331)



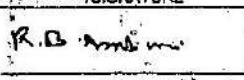


PERMANENT ACCOUNT NUMBER  
**ABIPA4517D**

नाम / NAME  
**RAMESHLAL BULLCHAND AMBWANI**

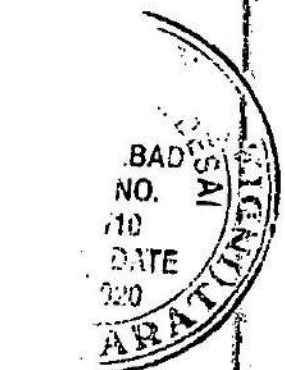
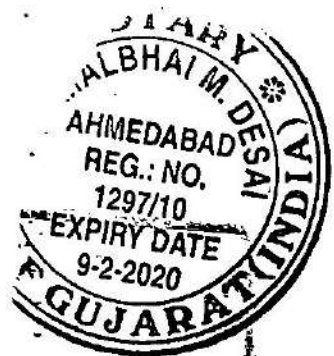
पिता का नाम / FATHER'S NAME  
**BULCHAND SHAMANDAS AMBWANI**

जन्म तिथि / DATE OF BIRTH  
**21-12-1956**

हस्ताक्षर / SIGNATURE  


आयकर आयुक्त, गुज.-1, अहमदाबाद  
 COMMISSIONER OF INCOME-TAX,  
 GUJ.-1, AHMEDABAD





SECTION COMMISSION OF INDIA  
IDENTITY CARD

भारत निर्वाचन आयोग  
पहचान पत्र

HR/02/06/312826



Elector's Name : VISHAL  
निर्वाचक का नाम : विशाल  
Father/Mother/Husband's Name : BABU RAM  
पिता/माता/पति का नाम : बाबु राम  
Sex : Male / पुरुष  
Age : 27 Years  
वय : 27 वर्ष



Address : H.NO. 481 WARD-16 SAROJANI NAGAR,  
YAMUNA NAGAR, DISTT. YAMUNA NAGAR

पता : प.नं. 481 वार्ड-16 सरोजनी  
नगर, यमुना नगर, जिला यमुना नगर

Facsimile Signature of  
Electoral Registration Officers  
for 05 - YAMUNA NAGAR Constituency

05 - यमुना नगर निर्वाचन क्षेत्र के  
निर्वाचक रजिस्ट्रार/अधिकारी  
के हस्ताक्षर की अनुमति

Place : YAMUNA NAGAR  
स्थान : यमुना नगर

Date : 26.11.1999  
दिनांक : 26.11.1999

This Card may be used as an Identity Card under  
different Government Schemes.  
इस पत्र को विभिन्न सरकारी योजनाओं के अन्तर्गत  
पहचान-पत्र के रूप में प्रयोग किया जा सकता है।

11-Jul-2016/1551943/161427/TM-24

*Vishal*

50/r

46

THE VILAY CO-OPERATIVE BANK LTD.  
SABARMATI,  
AHMEDABAD-380005.

SHAMALBHAU DESAI  
GUJARAT NOTARY  
12/09/2009

भारत 82069  
151580

SPECIAL  
ADHESIVE  
JUN 08 2016

गुजरात 50



15:20

R.00000501-PB6522

INDIA

STAMP DUTY GUJARAT

Sr. No. 46/2016

**AFFIDAVIT**

THE TRADEMARKS ACT, 1999

Trademark No. 1697722 in Class 20

9 JUN 2016

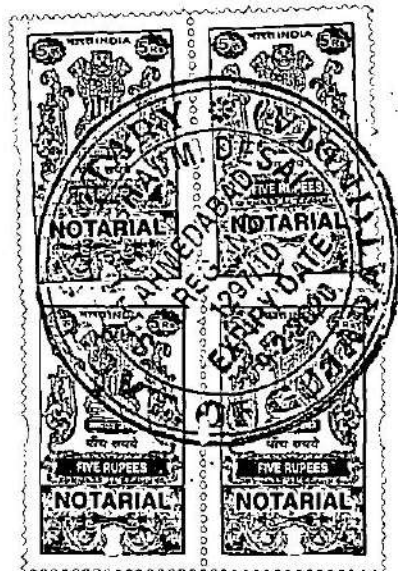
SHAMALBHAU M. DESAI  
NOTARY  
GOVT. OF GUJARAT

I, RAMESH AMBWANI Director and Authorised Person of GREENCON INDUSTRIES PRIVATE LIMITED a company incorporated under the Companies Act having Place of Business at GAYATRI HOUSE, NEAR MAITRI AVENUE SOCIETY, MOTERA, AHMEDABAD 380005, GUJARAT, INDIA at do hereby solemnly affirm on oath and state as under:

- 1. That the applicant company is a registered proprietor of below mentioned trademarks. Therefore, being the director of the company, I am filing this affidavit.

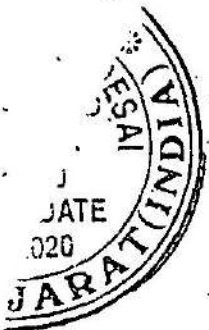
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35	1697733	PRAGATI WITH DEVICE



R. B. Desai

11-Jul-2016/1551943/161427/TM-24



2. I say that the applicant company became the subsequent proprietor of above mentioned trademarks by virtue of Assignment Deed dated 9.6.16 executed between the applicant company **GREENCON INDUSTRIES PRIVATE LIMITED** and assignor company/first registered proprietor **PRAGATI HIGHTECH PRODUCTS PRIVATE LIMITED**. A copy of assignment deed is already produced with FORM TM 24 application.
3. I say that from the date of assignment deed, the applicant company is using the registered trademarks mentioned above openly, extensively and uninterruptedly.
4. I say and declare that **NO LITIGATION** is pending before any court of law and/or any government authority relating to trademark and/or proprietorship of trademark.

What is stated above is true to best of my knowledge, information and belief and I believe the same to be true.

Date: **9 JUN 2016**  
Place:



R. B. Amber



**SIGNED BEFORE ME**  
*[Signature]*  
**SHAMALBHAI M. DESAI**  
NOTARY  
GOVT. OF GUJARAT (INDIA)

**9 JUN 2016**





1551945  
Date: 7<sup>th</sup> July 2016

To,  
The Registrar of Trade Marks,  
Trade Marks Registry Branch,  
Boudhik Sampada Bhawan,  
Plot No. 32, Sector 14, Dwarka, New Delhi-110075

**Attorney Code: 3976**

Sir,

**Sub: A request to register subsequent proprietor in Trade Mark**

With reference to the above noted subject, please find enclose herewith a request to register subsequent proprietor in **below mentioned Trade Mark Numbers on FORM TM-24**, power of attorney FORM TM-48, attested copy of deed of assignment and no litigation affidavit, which please take on record.

SR. NO.	T.M. NO.	CLASS
1	1697722	20
2	1697698	20
3	1697699	20
4	1697700	20
5	1697701	20
6	1697702	20
7	1697703	20
8	1697704	20
9	1697705	20
10	1697706	20
11	1697707	20
12	1697708	20
13	1697710	20
14	1697711	20
15	1697712	20
16	1697713	20
17	1697714	20

18	1697715	20
19	1697716	20
20	1697717	20
21	1697718	20
22	1697719	20
23	1697720	20
24	1697721	20
25	1697723	20
26	1697724	20
27	1697725	20
28	1697726	20
29	1697727	20
30	1697728	20
31	1697729	20
32	1697730	20
33	1697731	20
34	1697732	20
35	1697733	20

**SAMRAT MEHTA**  
*Advocate & Trademark Attorney*  
*Solicitor (England & Wales)*

**STUTI MEHTA**  
*Advocate & Trademark Attorney*

**MEHTA LEGAL**  
Solicitor • Advocates • Notary  
Intellectual Property Lawyers

402-04, Shilp-2, Nr. Sales India,  
Income Tax Circle, Ashram Road,  
Ahmedabad 380 009,  
Gujarat State, India

Requisite fee on FORM TM-24 of Rs. 39,000 (Rs. 5000 for 1<sup>st</sup> Trademark + Rs. 34,000 for additional 34 Trademarks) is remitted herewith by a Demand Draft no. 953989 of Bank of India, which please acknowledge.

Thanking you,

For, MEHTA LEGAL



Samrat Mehta  
*Solicitor, Advocate & Attorney*

Encl:

1. FORM TM-24,
2. Power of Attorney FORM TM-48,
3. Attested copy of deed of assignment
4. No litigation affidavit