

GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS Registrar of Companies, Delhi

4th Floor , IFCI Tower , 61 , Nehru Place New Delhi - 110019, Delhi, INDIA

Certificate of Incorporation pursuant to change of name [Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): : U45201DL2005PTC135181

I hereby certify that the name of the company has been changed from SHIVGANESH BUILDTECH PRIVATE LIMITED to Vatika One India Next Private Limited with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name SHIVGANESH BUILDTECH PRIVATE LIMITED

Given under my hand at Delhi this Eighth day of January Two Thousand Fifteen.

Validity unknown

the only signed by the deposition of the control of

PREMLAL BHANJURAM MALIK Deputy Registrar of Companies Registrar of Companies Delhi

Mailing Address as per record available in Registrar of Companies office:

Vatika One India Next Private Limited FLAT NO. 621-A, 6th FLOOR,, DEVIKA TOWERS, 6, NEHRU PLACE,, NEW DELHI - 110019, Delhi, INDIA



In the High Court of Delhi at New Delhi
Company Original Jurisdiction
Company Petition No. 479 of 2011
Connected with
Company Application (M) 144 of 2011

NDIA

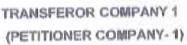
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IN THE MATTER OF: SECTIONS 391,392 & 394 OF THE COMPANIES ACT, 1956 AND

IN THE MATTER OF:

HAVING ITS REGISTERED OFFICE AT FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS-6, NEHRU PLACE, NEW DELHI – 110 019



AND
AVON BUILDTECH PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS-6,
NEHRU PLACE, NEW DELHI – 110 019

TRANSFEROR COMPANY 2 (PETITIONER COMPANY- 2)

AND

WONDER DEVELOPERS PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS, 6, NEHRU PLACE, NEW DELHI – 110 019

> TRANSFEROR COMPANY 3 (PETITIONER COMPANY-3)

AND
BROWZ TECHNOLOGIES PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS, 6,
NEHRU PLACE, NEW DELHI – 110 019

TRANSFEROR COMPANY 4
(PETITIONER COMPANY 4)

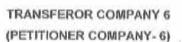
AND

KOLINA DEVELOPERS PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS-6,
NEHRU PLACE, NEW DELHI --110 019

TRANSFEROR COMPANY 5
(PETITIONER COMPANY- 5)

AND

SARVAD BUILDERS PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS,6,
NEHRU PLACE, NEW DELHI – 110 019



AND

SPRING BUILDCON PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS,6,
NEHRU PLACE, NEW DELHI – 110 019



TRANSFEROR COMPANY 7 (PETITIONER COMPANY 7)

AND

CALIDA DEVELOPERS PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS,6,
NEHRU PLACE, NEW DELHI – 110 019

TRANSFEROR COMPANY 8 (PETITIONER COMPANY- 8)

AND

VATIKA INDIA NEXT DEVELOPERS PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS, 6, NEHRU PLACE, NEW DELHI – 110 019

> TRANSFEROR COMPANY 9 (PETITIONER COMPANY 9)

AND

PAXTON PROMOTERS & DEVELOPERS PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT



FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS,6, NEHRU PLACE, NEW DELHI - 110 019

TRANSFEROR COMPANY 10 (PETITIONER COMPANY- 10)

AND

STANWAY DEVELOPERS PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS,6, NEHRU PLACE, NEW DELHI – 110 019

TRANSFEROR COMPANY 11 (PETITIONER COMPANY-11)

AND

SHIVAM INFRATECH PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS,6, NEHRU PLACE, NEW DELHI – 110 019

> TRANSFEROR COMPANY 12 (PETITIONER COMPANY- 12)

AND

ALASKA CONSTRUCTION PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS,6,
NEHRU PLACE, NEW DELHI – 110 019

TRANSFEROR COMPANY 13 (PETITIONER COMPANY- 13)

AND

MARATHON PROMOTERS PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS,6, NEHRU PLACE, NEW DELHI – 110 019

> TRANSFEROR COMPANY 14 (PETITIONER COMPANY- 14)

AND

BUZZ ESTATES PRIVATE LIMITED

HAVING ITS REGISTERED OFFICE AT

FLAT NO. 621 A, 6TH FLOOP, DEVIKA TOWERS,6,

NEHRU PLACE, NEW DEBHI – 120 019

TRANSFEROR COMPANY 15 (PETITIONER COMPANY-15) AND SHIVGANESH BUILDTECH PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT FLAT NO. 621 A, 6TH FLOOR, DEVIKA TOWERS, 6,

> TRANSFEREE COMPANY (PETITIONER COMPANY- 16)

MEMO OF PARTIES

ALDEN DEVELOPERS PRIVATE LIMITED

NEHRU PLACE, NEW DELHI - 110 019

TRANSFEROR COMPANY 1

(PETITIONER COMPANY- 1)

AND

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AVON BUILDTECH PRIVATE LIMITED

TRANSFEROR COMPANY 2

(PETITIONER COMPANY- 2)

AND

WONDER DEVELOPERS PRIVATE LIMITED

TRANSFEROR COMPANY 3

(PETITIONER COMPANY- 3)

AND

BROWZ TECHNOLOGIES PRIVATE LIMITED

TRANSFEROR COMPANY 4

(PETITIONER COMPANY-4)

AND

KOLINA DEVELOPERS PRIVATE LIMITED

TRANSFEROR COMPANY 5

(PETITIONER COMPANY- 5)

AND

SARVAD BUILDERS PRIVATE LIMITED

TRANSFEROR COMPANY 6

(PETITIONER COMPANY- 6)

AND

SPRING BUILDOON PRIVATE LIMITED

TRANSFEROR COMPANY 7

(PETITIONER COMPANY-7)

AND

CALIDA DEVELOPERS PRIVATE MINITED

TRANSFEROR COMPANY 8

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(PETITIONER COMPANY- 8)

AND

VATIKA INDIA NEXT DEVELOPERS PRIVATE LIMITED

TRANSFEROR COMPANY 9

(PETITIONER COMPANY-9)

AND

PAXTON PROMOTERS & DEVELOPERS PRIVATE LIMITED

TRANSFEROR COMPANY 10

(PETITIONER COMPANY- 10)

AND

STANWAY DEVELOPERS PRIVATE LIMITED

TRANSFEROR COMPANY 11

(PETITIONER COMPANY- 11)

AND

SHIVAM INFRATECH PRIVATE LIMITED

TRANSFEROR COMPANY 12

(PETITIONER COMPANY- 12)

AND

ALASKA CONSTRUCTION PRIVATE LIMITED

TRANSFEROR COMPANY 13

(PETITIONER COMPANY- 13)

AND

MARATHON PROMOTERS PRIVATE LIMITED

TRANSFEROR COMPANY 14

(PETITIONER COMPANY- 14)

AND

BUZZ ESTATES PRIVATE LIMITED

TRANSFEROR COMPANY 15

(PETITIONER COMPANY- 15)

AND

SHIVGANESH BUILDTECH PRIVATE LIMITED

TRANSFEREE COMPANY

(PETITIONER COMPANY- 16)

Date: 22-11 - 20 17

Place: New Delhi

Advocate

or Corporate Professionals Advocates & Solicitors

D-28, South Extension-I

New Dethi - 110049

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF ARRANGEMENT
OF
COMPANY PETITION NO.479/2011
CONNECTED WITH
COMPANY APPLICATION (M) NO.144/2011

IN THE MATTER OF

Alden Developers Pvt. Ltd. having its registered office at, Flat No. 621 A, 6th Floor, Devika Towers-6, Nehru Place, New Delhi-110019

..Petitioner /Transferor Company No. 3 Avon Buildtech Pvt. Ltd. having its registered office at, Flat No. 621 A, 6th Floor, Devika Towers-6, Nehru Place, New Delhi-110019 ..Petitioner /Transferor Company No.2

Wonder Developers Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner / Transferor Company No.3

Browz Technologies Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferor Company No.4

Kolina Developers Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferor Company No. 5

Sarvad Builders Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferor Company No.6

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Spring Buildcon Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferor Company No.7

Calida Developers Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferor Company No.8

Vatika India Next Developers Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferor Company No.9

Paxton Promoters & Developers Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferor Company No. 10

Stanway Developers Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
..Petitioner /Transferor Company No. 11

Shivam Infratech Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferor Company No. 12

Alaska Construction Pvt. Ltd. having its registered office at, Flat No. 621 A, 6th Floor, Devika Towers-6, Nehru Place, New Delhi-110019 ...Petitioner /Transferor Company No. 13

Marathon Promoters Pvt. Ltd.
having its registered office at,
Flat No. 621 A, Gth Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferor Company No. 14

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Buzz Estates Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferor Company No. 15

WITH

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Shivganesh Buildtech Pvt. Ltd.
having its registered office at,
Flat No. 621 A, 6th Floor, Devika Towers-6,
Nehru Place, New Delhi-110019
...Petitioner /Transferee Company

BEFORE HON'BLE MR. JUSTICE MANMOHAN

DATED THIS THE 16th DAY OF MARCH 2012

ORDER UNDER SECTION 394 OF THE COMPANIES ACT 1956

The above joint petition came for hearing on 16/03/2012 for sanction of Scheme of Arrangement proposed to be made of Alden Developers Pvt. Ltd. (hereinafter referred as the Transferor Company No.1), Avon Buildtech Pvt. Ltd. (hereinafter referred as the Transferor Company No.2), Wonder Developers Pvt. Ltd. (hereinafter referred as the Transferor Company No.3), Browz Technologies Pvt. Ltd. (hereinafter referred as the Transferor Company No.4), Kolina Developers Pvt. Ltd. (hereinafter referred as the Transferor Company No.5), Sarvad Builders Pvt. Ltd. (hereinafter referred as the Transferor Company No.6), Spring Buildcon Pvt. Ltd. (hereinafter referred as the Transferor Company No.7), Calida Developers Pvt. Ltd. (hereinafter referred as the Transferor Company No.8), Vatika India Next Developers Pvt. Ltd. (hereinafter referred as the Transferor Company No.9), Paxton Promoters & Developers Pvt. Ltd. (hereinafter referred as the Transferor Company No.10), Stanway Developers Pvt. Ltd. (hereinafter referred as the Transferor Company No.11), Shivam Infratech Pvt. Ltd. (hereinafter referred as the Transferor Company No.12), Alaska Construction Pvt. Ltd. (hereinafter

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(hereinafter referred as the Transferor Company No.13), Marathon Promoters Pvt. Ltd. (hereinafter referred as the Transferor Company No.14), Buzz Estates Pvt. Ltd. (hereinafter referred as the Transferor Company No.15) with Shivganesh Buildtech Pvt. Ltd. (hereinafter referred as the Transferee Company). The court examined the petition; the order dated 09/11/2011 passed in CA(M) 144/2011, whereby the requirement of convening and holding the meetings of the Shareholders and Unsecured Creditors of the Transferor and Transferee Companies for the purpose of considering, and if thought fit, approving with or without modification, the Scheme of Arrangement annexed to the affidavit dated 04/11/2011 of Mr. Bhushan Wadhwa, Authorized Signatory of the Transferor and Transferee Companies were dispensed with (there being no Secured Creditors of any of the Transferor and Transferee Companies) and the publication in the newspapers namely 'Business Standard' (English) and 'Jansatta' (Hindi) both dated 20/01/2012

The Court also examined the affidavit dated 09/02/2012 of the Regional Director, Northern Region, Ministry of Corporate Affairs stating inter-alia that the Central Government has no objection to the proposed Scheme.

containing the notice of petition.

Upon hearing Mr. P. Nagesh, Advocate with Mr. Rishi Sood, Advocate for the petitioners, Mr. Rajiv Bahl, Advocate for Official Liquidator and Mr. K.S. Pradhan, Dy. Registrar of Companies for Regional Director (Northern Region) and in view of the approval of the Scheme of Arrangement without any modification by the Shareholders and Creditors of the Transferor and Transferee Companies and in view of the report dated 01/02/2012 of the Official Liquidator stating therein that the affairs of the Transferor Companies have not been conducted in a manner prejudicial to the interest of their members, creditors or to public interest and there being no

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investigation proceedings pending in relation to the Petitioner Companies under Section 235 to 251 of the Companies Act, 1956,

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF ARRANGEMENT under sections 391 and 394 of the Act as set forth in Schedule-I annexed hereto and Doth hereby declare the same to be binding on all the Shareholders and Creditors of the Transferor and Transferee Companies and all concerned and doth approve the said Scheme of Arrangement with effect from the appointed date i.e. 01/04/2011.

THE COURT DOTH FURTHER ORDER:

- 1. That in terms of the Scheme, the whole or part of the undertakings, the properties, rights and powers of the Transferor Companies specified in Schedule-II hereto and all other properties, rights and powers of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Companies therein but subject nevertheless to all charges now affecting the same;
- That in terms of the Scheme, all the liabilities and duties of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company;
- That all the proceedings now pending by or against the Transferor Companies be continued by or against the Transferee Company;
- 4. That the Transferee Company do without further application allot to such members of the Transferor Companies as have not given such notice of dissent as is required by Clause 1.1 of Part-III given in the Scheme of

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Arrangement herein the shares in the Transferee Company to which they are entitled under the said Arrangement; and

- 5. That the Petitioner Companies do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Companies shall be dissolved without undergoing the process of winding up and the concerned Registrar of Companies shall place all documents relating to the Transferor Companies and registered with him on the file kept in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly;
- It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance with law;
- That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

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SCHEME OF ARRANGEMENT AMONG

SHIVGANESH BUILDTECH PRIVATE LIMITED

AND

ALDEN DEVELOPERS PRIVATE LIMITED AND

AVON BUILDTECH PRIVATE LIMITED AND

WONDER DEVELOPERS PRIVATE LIMITED AND

BROWZ TECHNOLOGIES PRIVATE LIMITED AND

KOLINA DEVELOPERS PRIVATE LIMITED AND

SARVAD BUILDERS PRIVATE LIMITED AND

SPRING BUILDOON PRIVATE LIMITED AND

CALIDA DEVELOPERS PRIVATE LIMITED

AND

VATIKA INDIA NEXT DEVELOPERS PRIVATE LIMITED AND

PAXTON PROMOTERS AND DEVELOPERS PRIVATE LIMITED AND

STANWAY DEVELOPERS PRIVATE LIMITED

AND SHIVAM INFRATECH PRIVATE LIMITED

AND

ALASKA CONSTRUCTIONS PRIVATE LIMITED

AND

MARATHON PROMOTERS PRIVATE LIMITED

AND

BUZZ ESTATES PRIVATE LIMITED

AND

THEIR SHAREHOLDERS UNDER SECTION 391 TO 394 OF THE COMPANIES ACT, 1956

Shirmen w There For Sarvad Bulklars Private Limited SHIVAM INFRATECH RVF. LTD. nortend blanstory Authorised Signatory Authorised 5. SPRING BUILDCON PVT_LTD. ALASKA CONSTRUCTIONS PAIN. Authorised Signatory DEDE DAT. LTD. Authorited Statement For Avon Buildtoch Priyate Limited Marathon Promotors Byt, Ltd. Aust. cloud Eligibiory Authorisad Signatory uthorised Signatory Vetika INDIA NE WONDER DEVELOPERS PYT, LTD. uthorised Signatory Muliorised Signatory VT. LTD. Brown Technologies Private Limited Partie Person to it is guinary intentional digitatory KOLINA DEVELOPERS PVT. LTD. Stanwa - 12 . . . Authorized Signatory

PARTS OF THE SCHEME:

- Part I This part of Scheme contains general provisions used in this Scheme including definitions and capital structure of Companies involved in Amalgamation.
- Part II This part of Scheme contains Transfer and Vesting of undertaking of all the Transferor Companies pursuant to present Scheme.
- Part III This part of Scheme contains Reorganization of Share Capital including Share Exchange Ratio and the Accounting Methodology adopted for the Amalgamation.
- Part IV This part of Scheme contains miscellaneous provisions i.e. application/petition to Hon'ble High Court and Conditionality of Scheme.

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For Avan Bulldtech Private Limited	Valika INDIA NEXT Bayet 21 Pvt, Ltd.	BUZZ ESTATES PVT. LTD.
WONDER DEVELOPERS PVT, LTD.	Olars I among	
Branz Technologies Private Lin	Port of Kinnatur	, I
ROLINA DEVELOPERS PUT.	glande	
For Saivad Builders Private Limited	Placing	Trans Copy

This Scheme of Arrangement is proposed for merger of Alden Developers Private Limited and Avon Buildtech Private Limited and Wonder Developers Private Limited and Browz Technologies Private Limited and Kolina Developers Private Limited and Sarvad Buiders Private Limited and Spring Buildcon Private Limited and Calida Developers Private Limited and Vatika India Next Developers Private Limited and Paxton Promoters & Developers Private Limited and Stanway Developers Private Limited and Shivam Infratech Private Limited and Alaska Constructions Private Limited and Marathon Promoters Private Limited and Buzz Estates Private Limited (here-in-after collectively referred as "Transferor Companies") with Shivganesh Buildtech Private Limited (here-in-after referred as "Transferee Company") pursuant to section 391 read with Section 394 and other applicable provisions of the Companies Act, 1956.

PREAMBLE

A. Background and Description of Companies

- SHIVGANESH BUILDTECH PRIVATE LIMITED (here-in-after referred to as 'Transferee Company' or 'SBPL'), bearing CIN U45201DL2005PTC135181, is a Company incorporated on 20th April, 2005 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Dethi - 110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited.
- 2. ALDEN DEVELOPERS PRIVATE LIMITED (here-in-after referred to as "Transferor Company 1" or "ADPL"), bearing CIN U70200DL2010PTC205611, is a Company incorporated on 9th July, 2010, under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6" Floor, Devika Towers,6, Nehru Place, New Delhi -- 110 019. The Company is a wholly owned subsidiary of M/s Famous Dwellers Private Limited.
- 3. AVON BUILDTECH PRIVATE LIMITED (here-in-after referred to as Transferor Company 2' or 'ABPL'), bearing CIN U45201DL2005PTC142179, is a Company incorporated on 27th October, 2005 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers,6, Nehru Place, New Delhi - 110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited.
- 4. WONDER DEVELOPERS PRIVATE LIMITED (bere-in-after referred to as 'Transferor Company 3' or 'WDPL'), bearing CIN U45202DL2005PTC142177, is a Company incorporated on 27th October, 2005 under the Companies Act, 1956 and having its registered office at Flat No. 621 A; 6th Floor, Devika Towers,6, Nehru Place, New Delhi - 110 019. The

Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited. 5. BROWZ TECHNOLOGIES PRIVATE LIMITED (here-in-after referred to as 'Transferor Company 4' or 'BTPL'), bearing CIN U72900DL2000PTC105875, is a Company Shivganesh Buildtech Pvt. Ltd. Browz Technologies Private Limited CALIDA DEVELOPERS PVT. LTD. the and Signatory Ar-Lorised Signatory ALDEN DEVELOPERS PYT. LTD. KOLINA DEVELOPERS PVT. LTD. Velika INDIA IdEXT Developers Gut. Lie uthorised Signatory Lithorized Signatory For Sarvad Builders Private Limited For Avon Buildtech Private Limited Page 1 Prompting C Authorised Signatory Authorised Signatory SPRING BUILDCON PVT. LTD. Cost Stanuar D vet WONDER DEVELOPERS PYT. LTD. dthorised Signatory Authorised Signatory



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incorporated on 24th May, 2000 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers,6, Nehru Place, New Dethi - 110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited.

- 5. KOLINA DEVELOPERS PRIVATE LIMITED (here-in-after referred to as 'Transferor Company 5' or 'KDPL'), bearing CIN U45400DL2007PTC165821, is a Company incorporated on 13th July, 2007 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devilus Towers,6, Nehru Place, New Dethi - 110 019. The Company is a wholly owned subsidiary of M's Aspire Promoters Private Limited.
- 7. SARVAD BUILDERS PRIVATE LIMITED (here-in-after referred to as "Transferor Company 6' or 'SBUPL'), bearing CIN U452010L2005PTC138430, is a Company incorporated on 07th July, 2005 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers,6, Nehru Place, New Delhi - 110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited.
- SPRING BUILDON PRIVATE LIMITED (here-in-after referred to as 'Transferor Company 7" or "SEUIPL"), bearing CIN U45201DL2005PTC142178, is a Company incorporated on 27th October, 2005 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers,6, Nethru Place, New Delhi - 110 019, The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited.
- CALIDA DEVELOPERS PRIVATE LIMITED (here-in-after referred to as Transferor Company 8' or 'CDPL'), bearing CIN U45200DL2008PTC183003, is an Company incorporated on 08th September, 2008 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers,6, Nehru Place, New Delhi -110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited

10. VATIKA INDIA NEXT DEVELOPERS PRIVATE LIMITED (here-in-after referred to as 'Transferor Company 9' or 'VINDPL'), bearing CIN U45400DL2007PTC165505, in a Company incorporated on 04th July, 2007 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 614 Floor, Devika Towers,6, Nehru Place, New Delhi -110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited.

PAXTON PROMOTERS AND DEVELOPERS PRIVATE LIMITED (here-in-after referred to as 'Transferor Company 10' or 'PPDPL'), bearing CIN U70109DL2008PTC152611, is a Company incorporated on 28th August, 2006 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers,6, Nehru Place, New Delhi -110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private

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KOLINA DEVELOPERS FYER LTD.

Authorised Signatory

For Sarvad Builders Private Limited

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SPRING BUILDOON PVT, LTD

CALIDA DEVILLOY

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Authorised Signatory

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WONDER DEVELOPERS-PVT. LTD.

ALDEN DEVELOPERS PUT. LTD.

For Avon Buildtech Prigate Limited



- 12. STANWAY DEVELOPERS PRIVATE LIMITED (here-in-after referred to as 'Transferor Company 11' or 'SDPL'), bearing CIN U45400DL2007PTC165533, is a Company incorporated on 05th July, 2007 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers,6, Nehru Place, New Delhi - 110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited.
- 13. SHIVAM INFRATECH PRIVATE LIMITED (here-in-after referred to as 'Transferor Company 12' or 'SIPL'), bearing CIN U45201DL2005PTC141999, is a Company incorporated on 21" October, 2005 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers,6, Nehru Place, New Delhi - 110 019. The Company is a wholly owned subsidiary of Stedman Developers Private Limited which is wholly owned subsidiary of M/s Aspire Promoters Private Limited.
- 14. ALASKA CONSTRUCTION PRIVATE LIMITED (here-in-after referred to as 'Transferor Company 13' or "ACPL"), bearing CIN U45201DL2004PTC128334, is a Company incorporated on 13th August, 2004 under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers, 6, Nehru Place, New Dethi -- 110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited.
- 15. MARATHON PROMOTERS PRIVATE LIMITED (here-in-after referred to as "Transferor Company 14" or "MPPL"), bearing CIN U45201DL2006PTC145203, is a Company incorporated on 20th January, 2005, under the Companies Act, 1956 and having its registered office at Flat No. 621 A. 6th Floor, Devika Towers,6, Nehru Place, New Delhi --110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited.

16. BUZZ ESTATES PRIVATE LIMITED (here-in-after referred to as "Transferor Company 15" or "BEPL"), bearing CIN U45201DL2005PTC135015, is a Company incorporated on 15th April, 2005, under the Companies Act, 1956 and having its registered office at Flat No. 621 A, 6th Floor, Devika Towers,6, Nahru Place, New Delhi - 110 019. The Company is a wholly owned subsidiary of M/s Aspire Promoters Private Limited.



Under the scheme, fifteen companies ("Transferor Companies") are proposed for merger with M/s SBPL ("Transferee Company"). The existing shareholding structure of fifteen Transferor Companies is as under:

Sr. No.	Holding Company		Transferor Company	
1	M/s Aspire Promoters (P) Ltd.	i) ii) iii)	M/s Avon Buildtech (P) Ltd. M/s Wonder Developers (P) Ltd. M/s Browz Technologies (P) Ltd. M/s Kolina Developers (P) Ltd.	

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		v) M/s Sarvad Builders (P) Ltd. vi) M/s Spring Buildeon (P) Ltd. vii) M/s Calida Developers (P) Ltd. viii) M/s Vatika India Next Developers (P) Ltd. ix) M/s Paxton Promoters and Developers (P) Ltd. x) M/s Stamway Developers (P) Ltd. xi) M/s Alaska Construction (P) Ltd. xii) M/s Marathon Promoters (P) Ltd. xiii) M/s Buzz Estates (P) Ltd.
2	M/s Stedman Developers (P) Ltd.	i) M/s Shivam Infratech (P) t.td.
3	M/s Famous Dwellers (P) Ltd.	i) M/s Alden Developers (P) Ltd.

The holding companies of Transferor Companies, namely M/s Aspire Promoters (P) Ltd and, M/s Famous Dwallers (P) Ltd. are itself wholly owned by M/s Vattks Ltd; whereas M/s Stedman Developers (P) Ltd. is wholly owned by M/s Aspire Promoters (P) Ltd. Thus, all the Transferor Companies and, Transferee Company are all part of Vatika Group's real estate development plan.

Further, Ws Shivam Infratech (P) Ltd. presently holds land together with development rights at Gurgaon, which is being developed into Commercial Complex by Vatika Ltd. Like-wise, M/s Alaska Constructions (P) Ltd. presently holds land together with development rights at Ambata, which is being developed into Valika Infocity by Vatika Ltd. Thus, the present scheme of amalgamation would enable the consolidation of land together with development rights held by such transferor companies into the transferee company thereby bringing synergies to operations, administrative officiencies and reducing management cost.

Accordingly, The Board of Directors of Transferor Companies and Transferee Company considers that this Scheme of Arrangement would also benefit the respective companies on account of the following reasons:

To enable consolidation of business and operations;

- The amalgamation would result in reduction of overheads, administrative, managerial and other expenditure, and bring about operation rationalization, efficiency and optimal utilization of various resources;
- 3. Enhancement of economic value addition and shareholder value;
- Better management and focus on growing the business;

Project consolidated and synergy benefits;

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- 6. A larger sized growing company will mean enhanced financial and growth prospects for the people and organization connected therewith. The amalgamation will conductive for better and more efficient and economical control over the business and financial conduct of the companies.
- G. It is therefore considered desirable and expedient to amalgamate all the Transferor Companies and in consideration thereof issue equity shares of Transferee Company to the shareholders of Transferor Companies (other than the shares already held therein immediately before the amalgamation by Transferee Company) in accordance with this Scheme, pursuant to Section 394 and other relevant provisions of the Companies Act, 1956.
- D. The amalgamation of the Transferor Companies with the Transferee Company, pursuant to and in accordance with the Scheme, under section 394 and other relevant provisions of the Companies Act, 1956, shall take place with effect from the Appointed Date and shall be in compliance with Section 2(1B) of the Income Tax Act, 1961.

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PART-I GENERAL PROVISIONS

1. Definitions:

In this Scheme, unless repugnant to the subject or context or meaning thereof, the following expressions shalf have the meanings as set out herein below;

- "Act": means the Companies Act, 1956, and will include any statutory modifications, re-enactments or amendments thereof.
- "Board" or "Board of Directors"; shall have the same meaning as under the 1.2
- "Appointed Date": means the 1st April 2011, being the date with effect from 1.3 which the Scheme shall be applicable or such other date as may be approved by the Han'ble High Court.
- "Effective Date": means the date on which certified copy of the order of the 1.4. Hon'ble High Court under Sections 391 and 394 of the Act sanctioning the Scheme is filed with the Registrar of Companies after obtaining the sanctions, orders or approvals referred to in Clause 2 of PART-IV of this Scheme.

References in this Scheme to the date of "Upon the Scheme becoming effective" or "effectiveness of this Scheme" shall mean the Effective Date.

- "Scheme": means this Scheme of Amalgamation between Transferor 1.5. Companies and Transferee Company and their respective Shareholders as approved by the Board of Directors of all the Transferor Companies and Transferee Company, in its present form and with any modifications as may be approved by the Hon'ble High Court.
- "High Court" means the Hon'ble High Court of Delhi and shall include National 1.6. Company Law Tribunal ("NCLT") or any other appropriate forum or authority empowered to approve the Scheme as per the law for the time being in force.
- "Registrar of Companies" or "Roc"; means the Registrar of Companies, NCT 1.7. of Dethi & Haryana.
- "Record Date": means such date following the Effective Date as may be fixed by 1.8. the Board of Directors of the Transferee Company to whom shares of the Transferee Company will be allotted pursuant to this Scheme.

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2. DATE OF EFFECT AND OPERATIVE DATE:

The Scheme setout herein in its present form or with any modification (s), if any made as per Clause 3 of PART-IV below of the Scheme shall be effective from the Appointed Date but shall be operative from Effective Date.

3. CAPITAL STRUCTURE:

The Capital Structure of Transferee Company and Transferor Companies as on Appointed Date and immediately before implementation of the Scheme are as under:

SHIVGANESH BUILDERS PRIVATE LIMITED 3.1.

Particulars	Amount (in Rs.)
Authorized Share Capital	(0.540)
10,000,000 Equity Share of Rs. 10/-each	
Issued, Subscribed and Paid up Share Capital	100,000,000.00
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferee Company' since the Appointed Date.

3.2 ALDEN DEVELOPERS PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorized Share Capital	
10,000 Equity Share of Rs. 10/-each	**********
Issued, Subscribed and Paid up Share Capital	100,000.00
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 1' since the Appointed Date.

3.3: AVON BUILDTECH PRIVATE LIMITED

Particulara	Amount (in Rs.)
Authorized Share Capital	- and an in trans
10,000 Equity Share of Rs. 10/-each	
Issued, Subscribed and Paid up Share Capital	100,000.00
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 2' since the Appointed Date.

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WONDER DEVELOPERS PRIVATE LIMITED 3.4.

Particulars	Amount (In Rs.)
Authorized Share Capital	
10,000 Equity Share of Rs. 10/-each	100,000.00
Issued, Subscribed and Paid up Share Capital	
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 3' since the Appointed Date.

3.5. **BROWZ TECHNOLOGIES PRIVATE LIMITED**

Particulars	Amount (In Ru.)
Authorized Share Capital	
10,000 Equity Share of Rs. 10/-each	100,000.00
lasued, Subscribed and Paid up Share Capital	
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 4' since the Appointed Date.

3,6, KOLINA DEVELOPERS PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorized Share Capital	
10,000 Equity Share of Rs. 10/-each	100,000.00
Issued, Subscribed and Paid up Share Capital	1,000,000,000
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 5' since the Appointed Date.

SARVAD BUILDERS PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorized Share Capital	
500,000 Equity Share of Rs. 10/-each	5,000,000.00
issued, Subscribed and Paid up Share Capital	
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 6' since the Appointed Date.

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3.8. SPRING BUILDOON PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorized Share Capital	
10,000 Equity Share of Rs. 10/-each	400.000.00
Issued, Subscribed and Paid up Share Capital	100,000.00
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 7' since the Appointed Date.

3.9. CALIDA DEVELOPERS PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorized Share Capital	
10,000 Equity Share of Rs. 10/-each	100,000,00
Issued, Subscribed and Paid up Share Capital	100,000,00
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 8' since the Appointed Date.

3.10. VATIKA INDIA NEXT DEVELOPERS PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorized Share Capital	
50,000 Equity Share of Rs. 10/-each	*******
Issued, Subscribed and Paid up Share Capital	500,000.00
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 9' since the Appointed Date.

PAXTON PROMOTERS AND DEVELOPERS PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorized Share Capital	19129 P. 1010 M. 1 1904
10,000 Equity Share of Rs. 10/-each	2.000.000.000
Issued, Subscribed and Pald up Share Capital	100,000.00
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 10' since the Appointed Date.

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3.12. STANWAY DEVELOPERS PRIVATE LIMITED

Particulare	Amount (In Rs.)
Authorized Share Capital	
10,000 Equity Share of Rs. 10/-each	100,000.00
leaged, Subscribed and Paid up Share Capital	1 1/5/4/12/13/13/13/13/13/13/13/13/13/13/13/13/13/
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 11' since the Appointed Date.

SHIVAM INFRATECH PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorized Share Capital	
25,000,000 Equity Share of Rs. 10/-each	250,000,000.00
Issued, Subscribed and Paid up Share Capital	J. J. J. Sakolisk, St. Amerikation and
12,010,000 Equity Share of Rs. 10/-each	120,100,000.00

There is no change in the Capital Structure of the 'Transferor Company 12' since the Appointed Date.

ALASKA CONSTRUCTIONS PRIVATE LIMITED

Amount (in Rs.)
300,000,000.00
300,000,000.00

There is no change in the Capital Structure of the 'Transferor Company 13' since the Appointed Date.

MARATHON PROMOTERS PRIVATE LIMITED

Particulare	Amount (in Re.)
Authorized Share Capital	*/
10,000 Equity Share of Rs. 10/-each	100,000.00
lesued, Subscribed and Paid up Share Capital	1000110000
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the 'Transferor Company 14' since the Appointed Date.

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3.16. BUZZ ESTATES PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorized Share Capital	
10,000 Equity Share of Rs. 10/-each	400 000 00
Issued, Subscribed and Paid up Share Capital	100,000.00
10,000 Equity Share of Rs. 10/-each	100,000.00

There is no change in the Capital Structure of the "Transferor Company 15" since the Appointed Date.

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PART-II

TRANSFER & VESTING OF UNDERTAKING

- 1 With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and the whole of the undertaking(s), properties and liabilities of Transferor Companies shall, in terms of Section 391 and 394 and applicable provision, if any, of the Act, and pursuant to the orders of the High Court or other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, stand transferred and vested in and/ or deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the undertaking (s), properties and liabilities of the Transferee Company.
- 2. With effect from the appointed date and upon the Scheme becoming effective, the entire business and undertaking of Transferor Companies shall stand transferred to and be vested in Transferee Company without any further dead or act, together with all their properties, assets, rights, licenses, benefits and interest therein, subject to existing charges thereon in favour of banks and financial institutions, as the case may be, in the following manner:
 - 2.1. With effect from the appointed date and upon the Scheme becoming effective, all memberships, licenses, franchises, rights, software, powers, privileges, permits, quotas, entitlements, allotments, approvals, consents, concessions, tenancies, trade mark, patents, copyrights licenses including application for registration of trade mark, patents, copyrights, patents and all other incorporeal properties including their right to use available to the Transferor Companies as on appointed date or any which may be taken after the appointed date but till the effective date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
 - 2.2. With effect from the Appointed Date and upon the Scheme becoming effective all Certificate of Registrations for different products and services, including quality of products & services as available with Transferor Companies as on Appointed Date or any which may be taken by Transferor Companies after the Appointed Date but till the Effective Date shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities
 - 2.3. With effect from the Appointed Date and upon the Scheme becoming effective all the assets of Transferor Companies as are movable in nature including, but not limited to, stock of goods, raw materials available in the market/ depots/ Godown/factories, sundry debtors, plants and equipments, outstanding loans and advances, insurance

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claims, advance tax, Minimum Alternate Tax (MAT) set-off rights, pre-paid taxes, levies/liabilities, CENVAT/VAT credits if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all others assets would get transferred by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

- 2.4. With effect from the Appointed Date and upon the Scheme becoming effective all incorporeal properties of Transferor Companies as on Appointed Date or any which may be taken after the Appointed Date but till the Effective Date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- 2.5 With effect from the Appointed Date and upon the Scheme becoming effective, all immovable property including but not limited to land (with development rights, if any) and buildings with plants and equipments or any other immovable property of Transferor Companies, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in Transferee Company, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Companies or Transferee Company.
- 2.6. With effect from the Appointed Date and upon the Scheme becoming effective, Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties shall be made and duly recorded in the name of Transferee Company by the appropriate authorities pursuant to the sanction of the Scheme by the Hon'ble High Court and the Scheme becoming effective in accordance with the terms hereof.
- 2.7. With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to Transferor Companies to which the Transferor Companies is the party or to the benefit of which Transferor Companies may be eligible, and which are subsisting or having effect immediately before the Effective

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Date, shall be in full force and effect against or in favor of Transferse Company and CALIDA DEVELO

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may be enforced as fully and effectually as if, instead of Transferor Companies, Transferee Company had been a party or beneficiary or obligee thereto.

- 2.B. With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, no-objection certificates, permissions or approvals or consents required to carry on operations of Transferor Companies or granted to Transferor Companies shall stand vested in or transferred to Transferre Company without further act or deed, and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favor of Transferee Company upon the vesting of Transferor Companies Businesses and Undertakings pursuant to this Scheme.
- With effect from the Appointed Date and upon the Scheme becoming effective, all motor vehicles of any description whatsoever, shall stand transferred to and be vested in, and the appropriate Governmental and Registration Authorities shall substitute the name of Transferee Company in place of Transferor Companies, without any further instrument, deed or act or any further payment of fee, charge or securities.
- 2.10. Without prejudice to the generality of the provisions contained herein, all loans raised after the Appointed Date but before the Effective Date and liabilities incurred by Transferor Companies after the Appointed Date but before the Effective Date for their operations shall be deemed to be of Transferre Company.
- 2.11. The transfer and vesting of the entire business and undertaking of Transferor Companies as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of Transferor Companies, as the case may be

Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Transferor Companies vested in Transferee Company pursuant to the Scheme.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Companies which shall vest in Transferee Company by virtue of the amalgamation of Transferor Companies with Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative

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- 2.12. Transferee Company will, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any taw or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Companies to which Transferor Companies are parties, in order to give format effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Companies and to carry out or perform all such formalities or compliances referred to above on part of Transferor Companies.
- 2.13. With effect from the Appointed Date, Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against Transferor Companies.

Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Companies pending in any court or before any authority, judicial, quasi judicial or administrative, any adjudicating authority and/or arising after the Appointed Date and relating to Transferor Companies or its respective properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against Transferor Companies; and from the Effective Date, shall be continued and enforced by or against Transferoe Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Companies.

2.14. If any suit, appeal or other proceedings of whatever nature by or against Transferor Companies be pending, the same shall not abate, be discontinued or be in any way be prejudicially affected by reason of the transfer of the Transferor Companies businesses and undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against Transferoe Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Companies as if this Scheme had not been made.

2.15. On occurrence of the Effective Date, all persons that were employed by Transferor Companies immediately before such date shall become employees of Transferee Company with the benefit of continuity of service on same terms and conditions as were applicable to such employees of Transferor Companies immediately prior to such transfer and without any break or interruption of service. Transferee Company undertakes to continue to abide by agreement/settlement, if any, entered into by

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Transferor Companies with any union/employee thereof. With regard to Provident Fund, Gratuity Fund, Superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of Transferor Companies upon occurrence of the Effective Date, Transferee Company shall stand substituted for Transferor Companies, for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing Provident Fund, Gratuity Fund and Superannuation Fund or obligations, if any, created by Transferor Companies for their employees shall be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, Transferoe Company will make the necessary contributions for such transferred employees of Transferor Companies and deposit the same in Provident Fund, Gratuity Fund or Superannuation Fund or obligations, where applicable. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of Transferor Companies in relation to such schemes or funds shall become those of Transferoe Company.

- 2.16. Loans or other obligations, if any, due either among the Transferor Companies or between Transferee Company and Transferor Companies shall stand cancelled and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by Transferor Companies and held by the Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to effective date, stand cancelled and shall have no further effect.
- 2.17. With effect from the Appointed Date, all the profits or income accruing or arising to Transferor Companies, and all expenditure or losses arising or incurred by Transferor Companies shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of Transferee Company. Moreover, Transferee Company shall be entitled to revise its statutory returns relating to indirect taxes like sales tax/ service tax/excise returns etc. and to claim refund/credits and/or set off all amounts under the relevant laws towards the transactions entered into by the Transferee Company and Transferor Companies which may occur between the appointed date and the effective date. The rights to make such revisions in the sales tax returns and to claim refunds/credits are expressly reserved in favour of Transferee Company.
- 2.18. Transferee Company shall be entitled to revise its all Statutory returns relating to Direct taxes like Income Tax and Wealth Tax and to claim refunds/advance tax credits and/or set off the tax liabilities of Transferee Company. Transferor Companies under

and/or set off the tax liabilities of Transferee Company, Transferor Companies under Shivganesh Buildtech Pvt. Ltd. Beomz Technologies Private I javied therised Sumators Authorised Signatory ALDEN DEVELOPE KOLINA DEVELOPERS PYP. LTD. Wellia INDIA MEXT Developors Pylc Lid Authorised Signatory riforised Signatory For Avon Bulldtech Private Limited For Sarvad Builders Private Limited Panton Fr WONDER DEVELOPERS, PVT. LTD. SPRING BUIL Stanmer D. ve Authorised Signatory

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the relevant laws and its rights to make such revisions in the statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted.

- 2.19. It is expressly clarified that with effect from the Appointed Date, all taxes payable by Transferor Companies including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of Transferee Company.
- 2.20. From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Companies in the relevant bank's/DP's books and records, the Transferor Companies shall be entitled to operate the bank/demat accounts of Transferee Company in their existing names.
- 2.21. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Companies shall stand transferred by the order of the High Court to Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning court.

Conduct of Business

- 3.1. With effect from the Appointed Date and till the Scheme come into effect:
 - 3.1.1. Transferor Companies shall be deemed to carry on all their businesses and activities and stand possessed of their properties and assets for and on account of and in trust for the Transferee Company; and all the profits accruing to Transferor Companies and all taxes thereon or gains or losses arising or incurred by them shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of Transferee Company;
 - 3.1.2. Transferor Companies shall carry on their businesses with reasonable diligence and in the same manner as they had been doing hitherto, and Transferor Companies shall not after or substantially expand their businesses. except with the concurrence of the Transferee Company;
 - 3.1.3. Transferor Companies shall not, without the written concurrence of the Transferee Company, alienate charge or encumber any of their properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the R Board of Directors of the Transferee Company, as the case may be.

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- 3.1.4. Transferor Companies shall not, without the written concurrence of Transferoe Company, alternate charge or encumber any of their properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferoe Company, as the case may be.
- 3.1.5. Transferor Companies shall not vary or after, except in the ordinary course of their business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferes Company the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of the Transferee Company.
- 3.1.6. With effect from the appointed date, all debts, tiabilities, duties and obligations of Transferor Companies as on the close of business on the date preceding the appointed date, whether or not provided in their books and all liabilities which arise or accrue on or after the appointed date shall be deemed to be the closts, liabilities, duties and obligations of the Transferee Company.
- 3.2. Upon the Scheme coming into effect, Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by Transferor Companies.
- 3.3. For the purpose of giving effect to the vesting order passed under Sections 391 and 394 of the Act in respect of this Scheme by the Hon'ble High Court, Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the vesting of Transferor Companies businesses and undertakings in accordance with the provisions of Sections 391 and 394 of the Act. The Transferee Company shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

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PART-III

REORGANIZATION OF CAPITAL

1. REORGANISATION OF CAPITAL IN THE TRANSFEREE COMPANY

- 1.1. Upon this Scheme coming into effect and upon transfer and vesting of the business and undertaking of Transferor Companies in Transferee Company, the consideration in respect of such transfer shall, subject to the provisions of the Scheme, be paid and satisfied by Transferee Company as follows:
 - 1.1.1. Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of Transferor Company 1' (other than the shares already held therein immediately before the amalgamation by Transforce Company, if any), Equity Shares in proportion of 124 (One Hundred Twenty Four) of face value of Rs. 10/- (Rupees Ten) each at a premium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Palse) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by them in 'Transferor Company 1' pursuant to this proposed Amalgamation.
 - 1.1.2. Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of 'Transferor Company 2' (other than the shares already held therein immediately before the amalgamation by Transferee Company, if any), Equity Shares In proportion of 3995 (Three Thousand Nine Hundred Ninety Five) of face value of Rs. 10/- (Rupees Ten) each at a premium of Rs. 2,147,80 (Two Thousand One Hundred Forty Seven & Eighty Paise) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by them in 'Transferor Company 2' pursuant to this proposed Amalgamation.
 - 1.1.3. Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of 'Transferor Company 3' (other than the shares already held therein immediately before the amalgamation by Transferee Company, if any), Nil Equity Shares against the entire share capital held by them in 'Transferor Company 3' pursuant to this proposed Amalgamation.
 - 1.1.4. Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of 'Transferor Company 4' (other than the shares already held therein immediately before the amalgamation by Transferee Company, if any), Equity Shares in proportion of 1727 (One Thousand Seven Hundred Twenty Seven) of face value of Rs. 10/- (Rupees Ten) each at a

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premium of Rs. 2,147.60 (Two Thousand One Hundred Forty Seven & Eighty Patso) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupes Ten) each held by them in 'Transferor Company 4' pursuant to this proposed Amalgamation.

- 1.1.5. Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of 'Transferor Company 5' (other than the shares already held therein immediately before the amalgamation by Transferee Company, if any), Mill Equity Shares against the entire share capital held by them in 'Transferor Company 5' pursuant to this proposed Amalgamation.
- 1.3.6. Transferee Company shall without further application, act or deed, issye and allot to each of the shareholders of 'Transferor Company 6' (other than the shares already held therein immediately before the amalgamation by Transferoe Company, if any). Equity Shares in proportion of 1466 (One Thousand Four Hundred Sixty Six) of face value of Rs. 10/- (Rupees Ten) each at a premium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Paiso) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by them in Transferor Company 6' pursuant to this proposed Amalgamation.
- 1.1.7 Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of Transferor Company 7' (other than the shares already held therein immediately before the amalgamation by Transferoe Company, if any), Equity Sharas In proportion of 175 (One Hundred Seventy Five) of face value of Rs. 10/- (Rupees Ten) each at a promium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Palse) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by them in Transferor Company 7' pursuant to this proposed Amalgamation.
- 1.1.8. Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of 'Transferor Company 8' (other than the shares already held therein immediately before the amalgamation by Transferee Company, if any), Equity Shares in proportion of 85 (Eighty Five) of face value of Rs. 10/- (Rupees Test) each at a premium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Palse) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by them in 'Transferor Company 8' pursuant to this proposed Amalgamation.

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- 1.1.9. Transferee Company shall without further application, act or deed, insue and allot to each of the shareholders of 'Transferer Company 9' (other than the shares already held therein immediately before the amalgamation by Transferee Company, if any), Equity Shares in proportion of 143 (One Hundred Forty Three) of face value of Rs. 10\(\text{-}\) (Rupees Tan) each at a premium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Paise) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10\(\text{-}\) (Rupees Ten) each held by them in 'Transferor Company 9' pursuant to this proposed Amalgamation.
- 1.1.10. Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of 'Transferor Company 10' (other than the shares already held therein immediately before the amalgamation by Transferee Company, if any), Equity Shares in proportion of 2 (Two) of face value of Rs. 10/- (Rupees Ten) each at a premium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Paise) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by them in 'Transferor Company 10' pursuant to this proposed Amalgamation.
- 1.1.11. Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of 'Transferor Company 11' (other than the shares already held therein immediately before the amalgamation by Transferoe Company, if any), Equity Shares in proportion of 178 (One Hundred Seventy Eight) of face value of Rs. 10/- (Rupses Ten) each at a premium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Paise) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupses Ten) each held by them in 'Transferor Company 11' pursuant to this proposed Amalgamation.
- 1.1 12. Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of 'Transferor Company 12' (other than the shares already held therein immediately before the amalgamation by Transferee Company, if any), Equity Shares in proportion of 528 (Five Hundred Twenty Eight) of face value of Rs. 10/- (Rupees Ten) each at a premium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Paise) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by them in 'Transferor Company 12' pursuant to this proposed Amalgamation.

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- 1.1.13. Transferee Company shall without further application, act or deed, issue and aliot to each of the shareholders of 'Transferor Company 13' (other than the shares already held therein immediately before the smalgamation by Transferee Company, if any), Equity Shares in proportion of 154 (One Hundred Fifty Four) of face value of Rs. 10/- (Rupees Ten) each at a premium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Paise) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupous Ten) each held by them in 'Transferor Company 13' pursuant to this proposed Amalgamation.
- 1.1.14. Transferes Company shall without further application, act or deed, issue and allot to each of the shareholders of 'Transferor Company 14' (other than the shares already held therein immediately before the amalgamation by Transferee Company, if any), Equity Shares in proportion of 150 (One Hundred Fifty) of face value of Rs. 10/- (Rupoes Ten) each at a premium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Paise) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/- (Rupoes Ten) each held by them in 'Transferor Company 14' pursuant to this proposed Amalgamation.
- 1.1.15. Transferoe Company shall without further application, act or deed, issue and allot to each of the shareholders of 'Transferor Company 15' (other than the shares already held therein immediately before the amalgamation by Transferee Company, if any), Equity Shares in proportion of 4008 (Four Thousand Eight) of face value of Rs. 10/- (Rupons Ten) each at a premium of Rs. 2,147.80 (Two Thousand One Hundred Forty Seven & Eighty Paise) per share for every 10000 (Ten Thousand) Equity Share of the face value of Rs. 10/-(Rupeas Yen) each held by them in 'Transferor Company 15' pursuant to this proposed Amalgamation.
- 1.1.16. For arriving at the share exchange ratio as outlined above, the Companies have considered the Valuation Report submitted by an independent professional firm, M/s Rahul Bansal & Company, Charlered Accountants.

1.1.17. Investments, if any, at the time of record date, among the Transferor Companies or between the Transferor Companies and Transferee Company, if not transferred prior to the effective date, shall stand cancelled and there shall be no further obligation / outstanding in that behalf. Shivganesh Buildrech Poz. Led. Brown Technologies Private Lines Auth Signer ... rhorised Signatory AEDEN DEVELOPERS PVT, 170 KOLINA DEVELOPERS PVT. LTD. thorized Signatory Authorized Signalory For Avon Buildtech Private Limited For Sarvad Builders Private Lygited Pager Promise of Authorised Signatory Aumorised Signatory WONDER DEVELOPERS BYT. LTD. SPRING BUILDOON PYTAND. Stanea P jorised Signatory Authorised Signatory hore of Supators



- 1.1.18. Any fraction arising out of altotment of equity shares as per clause 1.1.1 to 1.1.15 above shall be rounded off to the next round number.
- 1.1.19. The said equity shares in the capital of Transferee Company be issued to the shareholders of Transferor Companies shall rank pari passu in all respects, with the existing equity shares in Transferee Company from the Appointed Date, Such shares in Transferee Company, to be issued to the shareholders of Transferor Companies will, for all purposes, save as expressly provided otherwise, be deemed to have been held by each such member from the Appointed Date.
- 1.1.20. Upon the Scheme becoming effective and subject to the above provisions, the shareholders of Transferor Companies (other than the shares already held therein immediately before the amalgamation by Transferee Company) as on the record date shall receive new share certificates. Upon the issue and allotment of new shares in the capital of Transferee Company to the shareholders of Transferor Companies, the share certificates in relation to the shares held by them in Transferor Companies shall be deemed to have been cancelled. All certificates for the new shares in the capital of Transferee Company shall be sent by Transferee Company to the said shareholders of Transferor Companies at their respective registered addresses as appearing in the said registers (or in the case of joint holders to the address of that one of the joint holders whose name stands first in such Registers in respect of such joint holding) and Transferee Company shall not be responsible for any loss in transmission.

1.2. INCREASE IN AUTHORIZED SHARE CAPITAL

With effect from the Effective Date, without any further acts or deeds on the part 1.2.1. of the Transferor Companies or Transferoe Company and notwithstanding anything contained in Sections 94 to 97 of the Act, the Authorized Share capital of Transferor Companies as appearing in its Memorandum of Association on the Effective Date shall get clubbed with the Authorized Share Capital of the Transferee Company as appearing in its Memorandum of Association on the Effective Date, and pursuant to this clubbing the Clause V of the Memorandum of Association of the Transferee Company shall stand altered to give effect to the same with effect from the Effective Date. The Face Value of Equity share shall remain same as of the Transferee Company after clubbing of Authorized Capital.

The fees/duty paid by the Transferor Company for its Authorized Share Capital shall be deemed to have been paid by the Transferee Company.

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- If required, Transferee Company shall take necessary steps to increase its Authorized Share Capital on or before the effective date so as to make it sufficient for allotment of shares to the shareholders of Transferor Companies in consideration of amalgamation after considering the clubbed authorized capital of Transferee Company.
- 1.5. On approval of the Scheme by the members of Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded their consent under relevant Articles of the Articles of Association of the Company and Section 94, 97 and other provisions of the Act as may be applicable for giving effect to the provisions contained in the Scheme
- 1.4. The issue and allotment of Equity Shares to Shareholders of Transferor Companies, as provided in this Scheme, shall be decimed to be made in compliance with the procedure laid down under section 81(1A) and any other applicable provisions of the Act.

2. ACCOUNTING TREATMENT:

Upon the coming into effect of this Scheme, the arrangement of Transferor Companies with the Transferee Company shall be accounted for as per the "Purchase Method" as contained in the "Accounting Standard 14: Accounting for Amalgamations" as prescribed in the Companies (Accounting Standards) Rules, 2006 issued by the Ministry of Corporate Affairs, as may be amended from time to time such that:

2.1, Transferee Company, shall record, the assets and liabilities of the transferor companies vested in it pursuant to this Scheme, at their respective book values as appearing in the books of Transferor Companies on the appointed date.

It is specifically stated herein that no revaluation of any assets or liabilities shall be carried out under the present scheme.

- 2.2. Investments, if any, at the time of record date, among the Transferor Companies or between the Transferor Companies and Transferee Company, if not transferred prior to the effective date, shall stand cancelled and there shall be no further obligation / outstanding in that behalf.
- 2.3. The loans and advance or payables or receivables of any kind, held inter-se, if any among Transferor Companies or between Transferor Companies and Transferee Company and as appearing in their respective books of accounts shall stand discharged prior to effective date.
- 2.4. The consideration being equity shares at Premium, to be discharged to the shareholder of Transferor Companies pursuant to this scheme of amalgamation as

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per clause 1.1.1 to 1.1.15 shall be recorded as equity share capital and Securities Premium in the books of the Transferee Company.

The difference between the excess value of equity shares issued at premium by the Transferee Company pursuant to clause 1.1.1 to 1.1.15 of Part III of this Scheme above and the value of net assets of the Transferor Companies as acquired by the Transferee Company in accordance with clause 2.1 above would be recorded as goodwill in the books of the Transferee Company. It is expressly clarified that the goodwill recorded above is attributable to market value of land (based on independent property valuation report) for M/s Shivam Infratech Private Limited and M/s Alaska Constructions Private Limited and, thus represents the value of development rights of land held by such Transferor Companies.

2.5. The accounting entries proposed in this Scheme shall be effected as a part of this Scheme and not under a separate process in terms of Section 78, 100 to 104 of the Act as the same neither involves diminution of liability in respect of unpaid share capital of Transferee company nor any payment to any shareholder of the Transferee Company of any paid-up capital and the order of High Court sanctioning the Scheme shall be deemed to be a due compliance of the provisions of Sections 100 to 102 of the Act. Consequently, the Transferee Company shall not be required to use the words "and reduced" as part of its corporate name.



SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, properties, liabilities and obligations pertaining to Transferor Companies pursuant to this Scheme, and the continuance of proceedings by or against the Transferee Company as envisaged in above shall not affect any transaction or proceedings already concluded by Transferor Companies on or before the appointed date and after the appointed date till the effective date, to the end and intent that the Transferee Company accept and adopts all acts, deeds and things done and executed by Transferor Companies in respect thereto as done and executed by Transferor Companies in respect thereto as done and executed on behalf of itself.

4. DISSOLUTION OF TRANSFEROR COMPANIES

On occurrence of the Effective Date, all Transferor Companies shall, without any further act or deed, stand dissolved without winding up.

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PART - IV OTHER PROVISIONS

1. APPLICATION/PETITION TO HIGH COURT:

- Transferor Companies and Transferee Company shall, with all reasonable dispatch, make application/petition to the Hon'ble High Court, under Section 391 and other applicable provisions of the Act, seeling orders for dispensing with or convening, holding and conducting of the meetings of the classes of their respective members and/or creditors and for sanctioning the Scheme with such modifications as may be approved by the Hon'ble High Court.
- On the Scheme being agreed to by the requisite majorities of all the classes of the 1.2. members and/or creditors of Transferor Companies and Transferee Company shall, with all reasonable dispatch, apply to the Hon'ble High Court, for sanctioning the Scheme under Sections 391, 394 and other applicable provisions of the Act, and for such other orders, as the said High Court may deem fit for carrying this Scheme into effect and for dissolution of Transferor Companies without winding-up.

CONDITIONALITY OF SCHEME:

The Scheme is conditional upon and subject to:

- The Scheme being agreed to by the respective requisite majority of members 2.1. and/or creditors of all Transferor Companies and Transferee Company:
- 2.2 The Scheme being approved by the Hon'ble High Court;
- 2.3. All certified copies of the order(s) of the High Court sanctioning this Scheme being filed with the Registrar of Companies of relevant jurisdiction;
- 2.4. This Scheme although to come into operation from the appointed Date shall not become effective until which the necessary certified copies of the order(s) under Sections 391 to 394 of the Act shall be duly filed with the Registrar of Companies of relevant Jurisdiction.

MODIFICATION OR AMENDMENT

The Transferee Company (acting through its Board of Directors) and Transferor 3.1. Companies (acting through its Board of Directors) may assent to any modifications or amendments to this Scheme which the High Court(s) and/or other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for any question or doubt or difficulty that may arise for implementing and/or carrying out the scheme or which is generally in the benefit or interest of the shareholders and/or creditors. The Transferee Company (acting through its Board

INFRATECH PAT. SHIVAN

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ALASTIN CONSTRUCTIONS

Browz Technologies Private Linguist

Auth. Signatory

Authorized Signatory

MOLINA DEVELOPERS PVT. LTD.

Vetika (NDIA NSXT Developers Pvt. IAI)

Authorised Signatury

For Avon Build(ech Private Limited)

ALDEN DEVELOPERS PVT. LTD.

For Sarvad Builders Private Limited

Paxton Promoters & Developed

Cuthorised Signatory

Authorised Signatory

Authorised Signatory

Authors

WONDER DEVELOPERS P

SPRING BUILDCON PUT LED.

-us Private Lyngest Bianwan Dogl

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of Directors) and Transferor Companies (acting through its Board of Directors) and after the dissolution of the Transferor Companies; Transferee Company (by its Board of directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties or questions whether by reason of any order(s) of the High Court(s) or of any directive or order(s) of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

- 3.2. Transferor Companies and the Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Hon'ble High Court or any other authority is not on terms acceptable to them.
- 3.3. In the event of this Scheme falling to take effect finally this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own costs or as may be mutually agreed.

4. GENERAL TERMS AND CONDITION

All costs, charges, fees, taxes including duties (including the stamp duty, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company. All such costs, charges, fees, taxes, stamp duty including duties (excluding the stamp duty, if any, paid on this scheme which shall be pro-rate added to the value of the immovable properties), levies and all other expenses, shall be debited to the Profit and Loss Account of Transferee Company.

For Shive and Shill discourant Limited

Authorized Signatory

BFAL PT927, Tophnologies Privates Lithited

Authorized Signatory Auth. Signatory

For Calida Davelopers Private Limited

Authorized Signatory

For Avon Builders Private Limited For Avon Buildesh Private Limited

Authorized Signatory
Authorised Signatory

For Alden Developers Private Limited ALDEN DEVELOPERS PVI

Authorized Signatory

Authorised Signatory

For Amilian Payeleners Private Limited

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For Marathon Promoters Private Limited Marathon Promoters Published. Authorized Signatury Authorized Signatury	
For Sarvad Builders Private Limited For Sarvad Builders Private Limited Authorized Signatory Authorised Signatory For Shipping Anticology Private Limited	For Spring Buildcon Private Amited P.
Authorized Signatory Authorized Signatory Authorized Signatory Authorized Signatory	Authorized Signatory
Por Vatika India Next Developers Private Lin	nited
For Wonder Developers Private Limited WONDER DEVELOPERS BVT. LTD Authorized Signatory Authorized Signatory	Authorized Signatory
For Buzz Estates Private Limited BUZZ ESTATES PVT. LTD Authorized Signatory Authorised Signatory	
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ALDEN DEVELOPERS PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PAPT-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NII.	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

1.45		
S. N.	Particular	Amount

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	
	A STATE OF THE PROPERTY OF THE	Amount
4+	Deferred Tax Assets	2521
2.	Sundry Debtors	376,733,045
3.	Cash & Bank Balance	92,069
4.	Loans & Advances	-
5.	Inventory	
6.	Fixed Assets	
	Total	376,827,635

The Company holds 11.925 acres of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Alden Developers Private Limited. ALDEN DEVELOPERS PVT. LTD.

Authorised Signatory

Rhieshan Wadhwa Anthorized Signatory

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AVON BUILDTECH PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-1

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL	

PAPT-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particular	Amount
- manufacture to the same	1 T T D STREET, T T T T T T T T T T T T T T T T T T	The state of the s

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount
1.	Deferred Tax Assets	4568
2,	Sundry Debtors	7,948,021
3.	Cash & Bank Balance	719,345
4.	Loans & Advances	
5.	Inventory	
6.	Fixed Assets	
	Total	8,671,934

The Company holds 13.46 acres of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Avon Buildtech Private Limited.

Avon Bundtech Flytyale Morlies

Baushan Wadhwa Authorized Signatory Mr. seres Santas and a

Min

Transferor Company

WONDER DEVELOPERS PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PALT-I

1 4

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
LATIN AL	NIL	The state of the s

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N. Particular Amount			
	S. N.	Particular	Amount

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount	
1.	Deferred Tax Assets		
2.	Sundry Debtors		
3.	Cash & Bank Balance	67,057	
4.	Loans & Advances	49,200,000	
5.	Inventory		
€.	Fixed Assets		
	Total	49,267,757	

The Company holds 22.56 acres of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesbeet.

WONDER DEVELOPERS PVT, LID.

and Signatory

Bhushan Wadhwa Anthorized Signatory Cortino Cortino Constitution of Constitution o

BROWZ TECHNOLOGIES PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL	A. Savanova

PAFT-H

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY TRANSFEROR COMPANY

S. N.	Particular	Amanand
100 4.91	T. M. C.C. MINT.	Amount

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED

S. N.	Particulars	Amount
1.	Deferred Tax Assets	
2,	Sundry Debtors	191,941,934
3.	Cash & Bank Balance	14,826,287
4.	Loans & Advances	30,000,000
5.	Inventory	
6.	Fixed Assets	
- A 120	Total	236,768,221

The Company holds 26.28 acres of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Browz Technologies Private Limited.

Brown Technologies Linites

Blushan Wadhwa

Authorized Signatory



KOLINA DEVELOPERS PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

A		
S. N.	Particular	Amount

PAPT-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount
1.	Deferred Tax Assets	189,966
2.	Sundry Debtors	
3.	Cash & Bank Balance	320,390
4.	Loans & Advances	9,503,410
5.	Inventory	
6.	Fixed Assets	1,354,447
	Total	11,368,213

The Company holds 4.36 acres of tand in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Kolina Developers Private Limited, KOLINA DEVELOFERS PVTyl

Authorised Signatory

Baushan Wadhwa Authorized Signatory

Allen and a second

Transferor Company (L

SARVAD BUILDERS PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particular	Amount

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY-NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount
1.	Deferred Tax Assets	4070
2,	Sundry Debtors	
3.	Cash & Bank Balance	83,203
4.	Loans & Advances	10,000,000
5.	Inventory	
6.	Fixed Assets	
	Total	10,087,273

The Company holds 6.16 acres of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Sarvad Builders Private Limited.

For Sarvad Builders Private Limited

Authorised Signatory

Blushan Wadhwa Authorized Signatory

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Transferor Company & 43

SPRING BUILDCON PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-1

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particular	Amount

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

3. N.	Particulars	Amount	
1.	Deferred Tax Assets	2306	
2.	Sundry Debtors	486,329	
3,	Cash & Bank Balance	153,108	
4.	Loans & Advances		
5.	Inventory		
6.	Fixed Assets		
	Total	641,743	

The Company holds 24.43 acres of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Spring Buildeon Private Limited.

SPRING BUILDCON, PVT. LTD.

Authorised Signatory

Bhushan Wadhwa

Authorized Signatory

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Transferor Company

CALIDA DEVELOPERS PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03,2011)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

62 3/2	L TITLE	
S. N.	Particular	Amount
	A Christian Control of the Control o	7.585555

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL.

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount
1.	Deferred Tax Assets	1317
2.	Sundry Debtors	3,708,530
3.	Cash & Bank Balance	// 48,640
4.	Loans & Advances	-
5.	Inventory	
6.	Fixed Assets	
	Total	3,758,487

The Company holds 8.41 across of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Calida Developers Private Limited.

CALIDA DEVELOPERS PVT. LTD.

Authorised Signatory

Bhushan Wadhwa Authorized Signatory

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VATIKA INDIA NEXT DEVELOPERS PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL.	Amount

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY TRANSFEROR COMPANY

41 50		
S. N.	Particular	Amount
	2 111 110 0101	Amount

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED

S. N.	Particulars	Amount
1.	Deferred Tax Assets	700
2.	Sundry Debtors	-
3,	Cash & Bank Balance	498,043
4.	Loans & Advances	170,015
5.	Inventory	
6.	Fixed Assets	
	Total	498,743

The Company holds 18.10 acres of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Vatika INDIA NEXT Developers Private Limited. Velles INDIA NEXT Developers Pvt. Ltd.

Authorised Signatory Bhushan Wadhwa

Authorized Signatory



PAXTON PROMOTERS AND DEVELOPERS PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-1

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
110000000000000000000000000000000000000	NIL.	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

The state of the s		The state of the s
S. N.	Particular	Amount

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL.

PACT-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount
1.	Deferred Tax Assets	691
2.	Sundry Debtors	-
3.	Cash & Bank Balance	48,878
4.	Loans & Advances	*
5.	Inventory	
6,	Fixed Assets	
	Total	49,569

The Company holds 0.16 acres of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Paxton Promoters and Developers Private Limited.

Paston Promounds & Developes Pvt. Ltd.

A Adhorised Signatury

Bhushan Wadhwa Authorized Signatory

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STANWAY DEVELOPERS PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particular	
1071 4 4 4	rarticular	Amount

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL.

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount
1.	Deferred Tax Assets	697
2.	Sundry Debtors	172,309,065
3.	Cash & Bank Bulance	591,693
4.	Loans & Advances	
5.	Inventory	
6.	Fixed Assets	
	Total	-/ 172,901,455

The Company holds 25.04 acres of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Stanway Developers Private Limited.

Manualy Developers !

Authorised Signatory

Bhè shan Wadhwa Authorized Signatory

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SHIVAM INFRATECH PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY TRANSFEROR COMPANY

S. N.	Particular	Amount

PART-UI

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount
1.	Deferred Tax Assets	71,614
2.	Sundry Debtors	
3.	Cash & Bank Balance	1,050,649
4.	Loans & Advances	197,968,510
5.	Inventory	281,040,896
6.	Fixed Assets	16,970
	Total	480,148,639

The Company holds 11.37 acres of land in its name out or which, the development rights of certain pieces of land have been transferred against consideration, hence not appearing in the balancesheet and remaining are retained by the Company as inventory.

For Shivam Infratech Private Limited. SHIVAM INFRATECH PYT. L

Authorised Signatory

Bhushan Wadhwa

Authorized Signatory

Transferor Company (14)

ALASKA CONSTRUCTIONS PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-1

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

A 5.2		
S. N.	Particular	Amount

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount
1,	Deferred Tax Assets	
2.	Sundry Debtors	
3.	Cash & Bank Balance	5,886,577
4.	Loans & Advances	169,378,164
5,	Inventory	1,102,501,486
6.	Fixed Assets	5145
	Total	1,277,771,372

The Company holds 165.55 acres of land in its name which is appearing in the balancesheet as inventory.

For Alaska Constructions Private Limited.

Alaska Constructions Pvt, Ltd.

otherised Signatory

Bhushan Wadhwa Authorized Signatory

County of Canada Services

MARATHON PROMOTERS PRIVATE LIMITED

SCHEDULE OF PROPERTIES (AS ON 31.03.2011)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	NIL	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

24 8.4		
S. N.	Particular	Amount

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY -NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount
17	Deferred Tax Assets	1860
2.	Sundry Debtors	375,299,794
3.	Cash & Bank Balance	88,964
4.	Loans & Advances	
5.	Inventory	
6.	Fixed Assets	
	Total	375,390,618

The Company holds 24.07 acres of land in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

For Marathon Promoters Private Limited.

Maratomorrpromoters Ave Ltd.

Authorised Signatory

Bhushan Wadhwa Authorized Signatory

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BUZZ ESTATES PRIVATE LIMITED

SCHROULE OF PROPERTIES (AS ON 31.03.2011)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Amount
	Pitts	

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

+ +++- +=+ =	TOTAL CONTRACTOR CONTR	
S. N.	Particular	Amount

PART-III

SHORT 1-ESCRIPTION OF THE ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY-NIL

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER PIXED ASSETS

S. N.	Particulars	Amount
1.	Deferred Tax Assets	
2.	Sundry Debtors	
3.	Cash & Bank Balance	59,109,942
4.	Loans & Advances	
5.	Inventory	13,964,920
6.	Fixed Assets	
	Total	73,074,862

The Company holds 18.72 acres of haid in its name, the development rights of which have been transferred against consideration, hence not appearing in the balancesheet.

Dated this the 16th March, 2012 By order of the Court

Joint

Registrar (Co.)

for Registrar General

Person of Freeholds of Copy Official Process Fees (Urgent/Ordinary)

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