

UTILITY ESTATES PRIVATE LIMITED

CIN: U45202DL2001PTC113391

Regd. Office: 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092

Phone: 011-43432210, 43432222

Email: uepl.rera@gmail.com

Date: 10 Sep' 2024

To,
The Secretary,
Uttar Pradesh Real Estate Regulatory Authority,
Naveen Bhavan, Rajya Niyojan Sansthan,
Kalakankar House, Old Hyderabad,
Lucknow, Uttar Pradesh – 226007

Sub: Regarding Registration of project "ADITYA SCO COMPLEX" at Commercial Plot No.- 02, Park Town Integrated Township, at Village Shahpur Bamheta, N. H. -24, Ghaziabad, "Registration ID No.- ID1181762."

Respected Sir,

This is in continuation of our letter dated **05.09.2024**, with reference to the online meeting held on **06.09.2024** and subsequent discussions during the meeting held at RERA office on **09.09.2024**, we are submitting the following:-

Regarding observation point No.- 01, as we discussed during the meeting, the justification is submitted as below:-

1. That M/s Incredible Infrastructure Private Limited and M/s Eclogue Conbuild Private Limited were the wholly owned subsidiary Companies of M/s Utility Estates Private Limited and were merged in to M/s Utility Estates Private Limited vide order dated 15-09-2021 passed by The Regional Director(North), Ministry of Corporate Affairs, Govt. of India under Section 233 of Companies Act, 2013. The Merger Order dated 15-09-2021 along with Scheme of Merger, being part of the merger order are attached herewith. Kindly refer Clause No.- 5.1(a) and (b) of the Scheme of Merger, which have been highlighted and Merger Order dated 15-09-2021.
2. That the powers had been delegated to the Regional Director under Section 233 of Companies Act, 2013 vide notification dated 19-12-2016 issued by the Ministry of Corporate Affairs and published in the Gazette of India. The copy of Notification dated 19-12-2016 is attached herewith. Kindly refer Clause No.- (i) of Notification, which has been highlighted.
3. The text of Section 233 of Companies Act, 2013 is attached herewith. Kindly refer Sub Section 9(a) of Section 233, which has been highlighted.

4. In view of the above provisions, mutation in pursuance of Merger Order in revenue record is not required and property automatically vested in M/s Utility Estates Private Limited Company and all above stated documents have uploaded on portal.

Regarding observation point No.- 05, the RA1, RA7, standing instructions to Bank and account statements thereof have been revised in accordance with the provisions of the revised directions 2023 issued vide RERA letter No.- 14297/Separate Account/F&A/2023-24 dated 29 Nov' 2023 and same have been uploaded on RERA portal.

Hence, it is humbly requested that the abovementioned project may please be registered with UPRERA under the provisions of The Real Estate (Regulation & Development) Act, 2016 on priority.

Your kind and early action shall be highly appreciated.

Yours truly,
For M/s Utility Estates Pvt. Ltd.



(Authorised Signatory)

Encl : As above stated

FORM NO. CAA.12

[Pursuant to section 233 and rule 25 (5)]

Confirmation order of scheme of merger or amalgamation between M/s Gentian Propbuild Private Limited (Transferor Company No.1), M/s Incredible Infrastructure Private Limited (Transferor Company No.2), M/s Eclogue Conbuild Private Limited (Transferor Company No.3) with M/s Utility Estates Private Limited (Transferee Company).

Pursuant to the provisions of section 233 of the Companies Act, 2013, the scheme of merger or amalgamation of M/s Gentian Propbuild Private Limited (Transferor Company No.1), M/s Incredible Infrastructure Private Limited (Transferor Company No.2), M/s Eclogue Conbuild Private Limited (Transferor Company No.3) with M/s Utility Estates Private Limited (Transferee Company) approved by their respective members and creditors as required under section 233 (1) (b) and (d) of the Companies Act, 2013 is hereby confirmed and the scheme shall be effective from the 1st day of April, 2020 as per the scheme.

A copy of the approved scheme is attached to this order.


(DR. RAJ SINGH)
REGIONAL DIRECTOR (NR)

Date: 15 SEP 2021
Place: New Delhi

No: 233/107/T-1/2021/ 5840

DATE 15 SEP 2021

1. M/s Gentian Propbuild Private Limited (Transferor Company No.1)
F-201, Ashish Complex, 2 Local Shopping Centre, New Rajdhani
Enclave, Delhi-110092.



2. **M/s Incredible Infrastructure Private Limited (Transferor Company No.2)**
15, New Rajdhani Enclave, Delhi-110092.
3. **M/s Eclogue Conbuild Private Limited (Transferor Company No.3)**
11, New Rajdhani Enclave, Vikas Marg, Delhi-110092.
4. **M/s Utility Estates Private Limited (Transferee Company)**
11, New Rajdhani Enclave, Vikas Marg, Delhi-110092.
5. **The Registrar of Companies, NCT of Delhi & Haryana, New Delhi.**
6. **The Official Liquidator, Delhi.**

Annexure - 'A-1'

SCHEME OF AMALGAMATION

UNDER SECTION 233 OF THE COMPANIES ACT, 2013
OF

GENTIAN PROPBUILD PRIVATE LIMITED

(TRANSFEROR COMPANY NO. 1)

AND

INCREDIBLE INFRASTRUCTURE PRIVATE LIMITED

(TRANSFEROR COMPANY NO. 2)

AND

ECLOGUE CONBUILD PRIVATE LIMITED

(TRANSFEROR COMPANY NO. 3)

WITH

UTILITY ESTATES PRIVATE LIMITED

(TRANSFeree COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS & CREDITORS

For Gentian Propbuild Pvt. Ltd.

Uma Agarwal
Director (DIN: 01206401)
10, Vikas Marg, Bharat Bhawan,
New Rajdhani Enclave, Delhi-110092

For Incredible Infrastructure Pvt. Ltd.

Ka. Muddan Khan
Director (DIN: 06680221)
320-B, Main Market, Near Chopai,
Okhla, Delhi-110028

For Eclogue Conbuild Pvt. Ltd.

Uma Agarwal
Director (DIN: 01206401)
10, Vikas Marg, Bharat Bhawan,
New Rajdhani Enclave, Delhi-110092

For UTILITY Estates Pvt. Ltd.

Uma Agarwal
Director (DIN: 01206401)
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TRUE COPY

मुक्तार सिंह / MUKTAR SINGH
संयुक्त निदेशक / Joint Director
कorporate कार्य विभाग / Ministry of Corporate Affairs
कार्यालय प्रादेशिक निदेशक (NR)
Office of Regional Director (NR)
भारत सरकार, नई दिल्ली / Govt. of India, New Delhi

PART I – GENERAL

1. DEFINITIONS

The following terms as used in the Scheme, unless repugnant to the meaning or context thereof, shall have the meaning respectively assigned to them as below:

- 1.1 **'The Act'** means the Companies Act, 2013, the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and any other Rules made there under, as the case may be applicable; and the Companies Act, 1956, to the extent applicable, if any.
- 1.2 **'Appointed Date'** means the opening of the business hours as on 01/04/2020 or such other date as may be sanctioned by the Central Government (Power delegated to Regional Director).
- 1.3 **'Board of Directors'** in relation to the Transferor Companies and the Transferee Company shall include Directors on the Board of respective Companies.
- 1.4 **'Central Government'** shall mean Regional Director or any other authority as may be notified from time to time (Power delegated)
- 1.5 **'GENTIAN PROPBUILD PRIVATE LIMITED'** or **'Transferor Company No. 1'** shall mean a Company incorporated under the provisions of the Companies Act, 1956 on 28th May, 2007 and presently having its Registered Office at F-201, Ashish Complex, 2 Local Shopping Centre, New Rajdhani Enclave, Delhi – 110092. The Corporate Identity Number (CIN) of Transferor Company No. 1 is U45200DL2007PTC164021. Further the Permanent Account Number of Transferor Company No. 1 is AACCG8911D.

For Gentian Propbuild Pvt.Ltd.

Uma Agarwal
Director (DIN: 01206401)
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For Incredible Infrastructure Pvt. Ltd.

Muhammed Khan
Director (DIN: 06580221)
320-B, Main Market, Near Chopal,
Okhla, Delhi-110025

For Eclogue Conbuild Pvt. Ltd.

Uma Agarwal
Director (DIN: 01206401)
10, Vikas Marg, Bharat Bhawan,
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For UTILITY Estates Pvt. Ltd

Uma Agarwal
Director (DIN: 01206401)
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- 1.6 'INCREDIBLE INFRASTRUCTURE PRIVATE LIMITED' or 'Transferor Company No. 2' shall mean a Company incorporated under the provisions of the Companies Act, 1956 on 14th May, 2008 and presently having its Registered Office at 15, New Rajdhani Enclave, Delhi - 110092. The Corporate Identity Number (CIN) of Transferor Company No. 2 is U45200DL2008PTC178110. Further the Permanent Account Number of Transferor Company No. 2 is AABCI8987Q.
- 1.7 'ECLOGUE CONBUILD PRIVATE LIMITED' or 'Transferor Company No. 3' shall mean a Company incorporated under the provisions of the Companies Act, 1956 on 08th May, 2007 and presently having its Registered Office at 11, New Rajdhani Enclave, Vikas Marg, Delhi - 110092. The Corporate Identity Number (CIN) of Transferor Company No. 3 is U45400DL2007PTC163075. Further the Permanent Account Number of Transferor Company No. 3 is AABCE7737Q.
- 1.8 'UTILITY ESTATES PRIVATE LIMITED' or 'Transferee Company' shall mean a Company incorporated under the provisions of the Companies Act, 1956 on 07th December, 2001 and presently having Registered Office at 11, New Rajdhani Enclave, Vikas Marg, Delhi - 110092. The Corporate Identity Number (CIN) of Transferee Company is U45202DL2001PTC113391. Further the Permanent Account Number of Transferee Company is AAACU5134E.
- 1.9 'Transferor Companies' means Gentian Propbuild Private Limited (Transferor Company No. 1), Incredible Infrastructure Private Limited (Transferor Company No. 2) and Eclogue Conbuild Private Limited (Transferor Company No. 3).
- 1.10 'Tribunal' means the National Company Law Tribunal.

For Gentian Propbuild Pvt.Ltd.

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For Incredible Infrastructure Pvt. Ltd.

Kamaluddin Khan
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For Eclogue Conbuild Pvt. Ltd.

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- 1.11 'Effective Date' means the date on which the certified / formal copy of the Order(s) of the Hon'ble Tribunal/ Regional Director, sanctioning this Scheme is filed by the Transferor Companies and the Transferee Company with the Registrar of Companies, NCT of Delhi & Haryana; and hence the word 'coming into effect of the Scheme' and 'Scheme becoming effective' shall be construed accordingly.
- 1.12 'Scheme' or 'Scheme of Amalgamation' means this Scheme of Amalgamation in its present form, with or without modification(s), as may be sanctioned by the Central Government, power delegated to Regional Director (Delhi) for the time being in force, or any other appropriate Authority from time to time.
- 1.13 'Undertaking' in relation to the Transferor Companies, shall mean the whole of the undertaking and the entire business of the Companies on a going concern basis comprising of:
- (a) All assets and properties of the Transferor Companies as on the Appointed Date i.e. all the undertakings, the entire business, all the properties comprising movable, intangible, immovable including land and building, plant and machinery, offices and depots, residential and other premises, capital work in progress, stock, investments, cash and bank balances, bill of exchange, bank guarantee, postdated cheques, receivables, credits, deposits, claims, power, authorities, allotment, lease hold rights, tenancy rights, entry and occupation rights, contractual arrangement, trademarks (Registered / Pending Registration), patents, copyrights, registrations, licenses including but not limited to industrial and other licenses, import licenses, export licenses and other licenses, bids, tenders, municipal and other statutory permissions, approvals, furniture, fixture, office, loans, advances, contingent rights, or benefits, receivables, benefit of any deposits, financial assets, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permissions, permits, rights, entitlements, guarantees, authorizations, approvals, agreements, contracts,

For Gentian Propbuild Pvt.Ltd.

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Kamaluddin Khan
Director (DIN: 06580221)
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For UTILITY Estates Pvt. Ltd

Uma Agarwal
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licenses, registrations, tenancies, benefits of all taxes, right to carry forward and set off unabsorbed losses and depreciation, privileges and rights under State tariff regulations and under various laws; avail of telephones, telexes, facsimile, email, interest, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, manuals, data and other records, and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of whatsoever nature and wheresoever situate, available under any rule, regulations, statute including direct taxes, sales tax, VAT, Goods and Service Tax (GST) and service tax registration and exemptions, environmental clearances, benefits and exemption under the Income Tax Act, 1961, excise duty benefits, custom duty benefits and exemptions, stamp duty benefits and exemptions, awards, citations or any other benefit / exemption given by Central or State Government, local authorities belonging to or in the ownership, power or possession or control of the Transferor Companies as on the Appointed Date, whether in India or abroad, of whatsoever nature and wherever situated.

- (b) all debts, liabilities, duties and obligations of the Transferor Companies (whether present or future including contingent liabilities) as on the Appointed Date (hereinafter referred to as the "Liabilities").
- (c) all earnest monies and/ or security or other deposits paid by the Transferor Companies.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed to them under the Companies Act, 2013 and other applicable laws, rules, regulations, by-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

For Gentian Propbuild Pvt.Ltd.

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2. RATIONALE OF THE SCHEME

The present Scheme envisages the Amalgamation of **Gentian Propbuild Private Limited** (Transferor Company No. 1), **Incredible Infrastructure Private Limited** (Transferor Company No. 2), **Eclogue Conbuild Private Limited** (Transferor Company No. 3) with all its assets, properties and liabilities with **Utility Estates Private Limited** (Transferee Company) in accordance with Section 233 of the Companies Act, 2013 and Rules made thereunder.

Gentian Propbuild Private Limited (Transferor Company No. 1) is engaged in the business of real estate. Transferor Company No. 1 is the wholly owned subsidiary of the Transferee Company.

Incredible Infrastructure Private Limited (Transferor Company No. 2) is engaged in the business of real estate. Transferor Company No. 2 is the wholly owned subsidiary of the Transferee Company.

Eclogue Conbuild Private Limited (Transferor Company No. 3) is engaged in the business of real estate. Transferor Company No. 3 is the wholly owned subsidiary of the Transferee Company.

Utility Estates Private Limited (Transferee Company) is engaged in the business of real estate.

The Board of Directors of all the Companies at their respective Board Meetings held on February 01, 2021 have decided to amalgamate Gentian Propbuild Private Limited (Transferor Company No. 1), Incredible Infrastructure Private Limited (Transferor Company No. 2), Eclogue Conbuild Private Limited (Transferor Company No. 3) with Utility Estates Private Limited (Transferee Company). Without prejudice to the generality

For Gentian Propbuild Pvt.Ltd.

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to the above, the proposed Amalgamation is expected to achieve the following results in particular:-

- (a) The proposed amalgamation of the Transferor Companies with the Transferee Company would result in business synergy, consolidation and pooling of their resources;
- (b) The Transferor Companies are engaged in similar business activities. The proposed amalgamation would enable pooling of physical, financial and human resource of these Companies for the most beneficial utilization of these factors in the combined entity. Post Amalgamation, the Transferee Company will enjoy large net worth and financial resources;
- (c) The proposed Scheme of Amalgamation will result in usual economies of a centralized and a large company including elimination of duplicate work, reduction in overheads, better and more productive utilization of financial, human and other resource and enhancement of overall business efficiency. The proposed Scheme will enable these Companies to combine their managerial and operating strength, to build a wider capital and financial base and to promote and secure overall growth of their businesses;
- (d) The said Scheme of Amalgamation will contribute in fulfilling and furthering the objects of these Companies. It will strengthen, consolidate and stabilize the business of these Companies and will facilitate further expansion and growth of their business. The resulting amalgamated company will be able to participate more vigorously and profitably in the competitive market scenario;
- (e) The proposed amalgamation would enhance the shareholders' value of the Transferor and the Transferee Companies;

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Kamran Khan
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- (f) The said Scheme of Amalgamation will have beneficial impact on the Transferor and the Transferee Companies, their shareholders, employees and other stakeholders and all concerned.

With the aforesaid objectives and to give effect to the terms of this Scheme of amalgamation, the Transferor Companies and the Transferee Company will combine the activities and operations into a single company i.e. the Transferee Company for synergetic linkages besides the benefits of financials and other resources of each other respectively.

3. DESCRIPTION OF TRANSFEROR COMPANIES AND TRANSFEE COMPANY

3.1 'Gentian Propbuild Private Limited' or 'Transferor Company No. 1' is a Private Limited Company, formed under the provisions of the Companies Act, 1956 on 28th May, 2007 as a Private Limited Company with the Registrar of Companies, NCT of Delhi & Haryana and presently having its Registered Office at F-201, Ashish Complex, 2 Local Shopping Centre, New Rajdhani Enclave, Delhi – 110092.

3.2 The main objects of the Transferor Company No. 1 as per Clause IIIA of its Memorandum of Association are as follows:

- (1) *To carry on the business as owners, builders, colonizers, developers, promoters, proprietors, lessors, civil contractors, maintainers of residential, commercial and industrial buildings, colonies, hotels, mill's and factory's sheds and buildings, workshop's buildings, cinema's houses buildings and to deal in all kinds of immovable properties whether belonging to the Company or not.*

For Gentian Propbuild Pvt.Ltd.

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Director (DIN: 01206401)
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For Incredible Infrastructure Pvt. Ltd.

Kamaluddin Khan
Director (DIN: 06580221)
320-B, Main Market, Near Chopal,
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For UTILITY Estates Pvt. Ltd

Uma Agarwal
Director (DIN: 01206401)
10, Vikas Marg, Bharat Bhawan,
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- (2) To undertake and carry on the business of purchasing, selling and developing any type of land or plot whether residential, commercial, industrial, rural or urban that may belong to the company or any other person of whatever nature and to deal in land or immovable properties of agreements to sell the land of the company or of any body else.
- (3) To erect and construct houses, building of civil and constructional works of every description on any land of the company or upon any other lands or immovable property and to purchase, take on lease, purchase in exchange or otherwise own, hold, construct, erect, alter, develop, colonise, decorate furnish, pull down, improve, repair renovate, build, plan, layout, set, transfer, charge, assign, let out hire, sublet or sub-lease all type of lands, plots, buildings, hereditaments, bungalows, quarters, offices, flats, chawls, club, resorts, banquet halls, houses, structures, construction, tenements, roads, bridges, land, estates and immovable properties whether freehold or lease-hold of any nature and description and where-ever situated in way and partly consideration for a gross sum or rent or partly in one in other or any consideration.
- (4) To act as an agent for purchasing, selling and letting on hire, and houses whether multi-storeyed, commercial land/or residential buildings on commission basis.
- (5) To consolidate or sub-divide, develop, maintain, purchase, sell and letting on hire farmhouses and sheds and to let out the same on rental or license basis and/or to sell the same on hire-purchase or instalment system or otherwise dispose of the same.
- (6) To acquire land for the construction of multi-storied buildings and to license the flats there in on suitable terms and conditions.

For Gentian Propbuild Pvt.Ltd.

Uma Agarwal
Director (DIN: 01206401)
10, Vikas Marg, Bharat Bhawan,
New Rajdhani Enclave, Delhi-110092

For Incredible Infrastructure Pvt. Ltd.

Kamaluddin Khan
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For Eclogue Conbuild Pvt. Ltd.

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For UTILITY Estates Pvt. Ltd

Uma Agarwal
Director (DIN: 01206401)
10, Vikas Marg, Bharat Bhawan,
New Rajdhani Enclave, Delhi-110092



3.3 'Incredible Infrastructure Private Limited' or 'Transferor Company No. 2' is a Private Limited Company, formed under the provisions of the Companies Act, 1956 on 14th May, 2008 as a Private Limited Company with the Registrar of Companies, NCT of Delhi & Haryana and presently having its Registered Office at 15, New Rajdhani Enclave, Delhi – 110092.

3.4 The main objects of the Transferor Company No. 2 as per Clause IIIA of its Memorandum of Association are as follows:

- (1) *To carry on the business as owners, builders, colonizers, developers, promoters, proprietors, lessors, civil contractors, maintainers of residential, commercial and industrial buildings, colonies, hotels, mill's and factory's sheds and buildings, workshop's buildings, cinema's houses buildings and to deal in all kinds of immovable properties whether belonging to the Company or not.*
- (2) *To undertake and carry on the business of purchasing, selling and developing any type of land or plot whether residential, commercial, industrial, rural or urban that may belong to the company or any other person of whatever nature and to deal in land or immovable properties of agreements to sell the land of the company or of any body else.*
- (3) *To erect and construct houses, building of civil and constructional works of every description on any land of the company or upon any other lands or immovable property and to purchase, take on lease, purchase in exchange or otherwise own, hold, construct, erect, alter, develop, colonise, decorate furnish, pull down, improve, repair renovate, build, plan, layout, set, transfer, charge, assign, let out hire, sublet or sub-lease all type of lands, plots, buildings, hereditaments, bungalows, quarters, offices, flats, chawls, club,*

For Gentian Propbuild Pvt.Ltd.

Uma Agarwal
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For Incredible Infrastructure Pvt. Ltd.

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Director (DIN: 01206401)
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resorts, banquet halls, houses, structures, construction, tenaments, roads, bridges, land, estates and immovable properties whether freehold or lease-hold of any nature and description and where-ever situated in way and partly consideration for a gross sum or rent or partly in one in other or any consideration.

- (4) To act as an agent for purchasing, selling and letting on hire, and houses whether multi-storeyed, commercial land/or residential buildings on commission basis.
- (5) To consolidate or sub-divide, develop, maintain, purchase, sell and letting on hire farmhouses and sheds and to let out the same on rental or license basis and/or to sell the same on hire-purchase or installment system or otherwise dispose of the same.
- (6) To develop and build the Shopping Malls, Shopping Complex, and shopping centres at the different place within India and outside India.

3.5 'Eclogue Conbuild Private Limited' or 'Transferor Company No. 3' is a Private Limited Company, formed under the provisions of the Companies Act, 1956 on 08th May, 2007 as a Private Limited Company with the Registrar of Companies, NCT of Delhi & Haryana and presently having its Registered Office at 11, New Rajdhani Enclave, Vikas Marg, Delhi - 110092.

3.6 The main objects of the Transferor Company No. 3 as per Clause IIIA of its Memorandum of Association are as follows:

- (1) To carry on the business as owners, builders, colonizers, developers, promoters, proprietors, lessors, civil contractors, maintainers of residential, commercial and industrial buildings, colonies, hotels, mill's and factory's

For Gentian Propbuild Pvt.Ltd.

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sheds and buildings, workshop's buildings, cinema's houses buildings and to deal in all kinds of immovable properties whether belonging to the Company or not.

- (2) To undertake and carry on the business of purchasing, selling and developing any type of land or plot whether residential, commercial, industrial, rural or urban that may belong to the company or any other person of whatever nature and to deal in land or immovable properties of agreements to sell the land of the company or of any body else.
- (3) To erect and construct houses, building of civil and constructional works of every description on any land of the company or upon any other lands or immovable property and to purchase, take on lease, purchase in exchange or otherwise own, hold, construct, erect, alter, develop, colonise, decorate furnish, pull down, improve, repair renovate, build, plan, layout, set, transfer, charge, assign, let out hire, sublet or sub-lease all type of lands, plots, buildings, hereditaments, bungalows, quarters, offices, flats, chawls, club, resorts, banquet halls, houses, structures, construction, tenaments, roads, bridges, land, estates and immovable properties whether freehold or lease-hold of any nature and description and where-ever situated in way and partly consideration for a gross sum or rent or partly in one in other or any consideration.
- (4) To act as an agent for purchasing, selling and letting on hire, and houses whether multi-storeyed, commercial land/or residential buildings on commission basis.
- (5) To consolidate or sub-divide, develop, maintain, purchase, sell and letting on hire farmhouses and sheds and to let out the same on rental or license basis

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and/or to sell the same on hire-purchase or instalment system or otherwise dispose of the same.

- (6) *To develop land for the construction of multi-storied buildings and to license the flats there in on suitable terms and conditions.*

3.7 'Utility Estates Private Limited' or 'Transferee Company' shall mean a Company incorporated under the provisions of the Companies Act, 1956 on 07th December, 2001 as a Private Limited Company with the Registrar of Companies, NCT of Delhi & Haryana and presently having Registered Office at 11, New Rajdhani Enclave, Vikas Marg, Delhi - 110092.

3.8 The main objects of the Transferee Company as per Clause IIIA of its Memorandum of Association are as follows:

- (1) *To Carry on the business of construction of residential houses, commercial buildings, flats and factory's sheds and buildings in or out side of India and to act as builders, colonisers and civil, constructional contracts.*
- (2) *To purchase, hire or otherwise acquire sell and mortgage any estates, lands, agricultural lands, buildings easements or such other interest in any immovable property and to develop and turn to account by laying out plotting and preparing the same for building purposes, construting building, furnishing, fitting up any improving buildings and by paying, draining and building on lease.*
- (3) *To buy or otherwise acquire, an interest in any immovable property such as houses buildings and lands within or outside the limits of Municipal Corporation or such other local bodies and to provide roads, drains, water supply electricity and lights within these areas, to divide the same into suitable*

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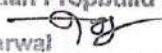
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plots and sell the plots to the people for building, houses, bungalows and colonies for workmen according to schemes approved by improvement Trusts Development Boards and municipal Boards thereon and to sell the same to the public and realise cost in lumpsum or an instalments or by hire purchase system or otherwise to start any housing scheme in India or abroad.

- (4) To act as an agent for purchasing selling and letting on hire, land, and houses whether multistroyed, commercial and / or residential and / or residential buildings on commision basis.
- (5) To construct, maintain, erect and lay out roads, sewers drains, electric lines, cables and gaslines, in over and under the Company's estate or the estate of any other Company or person or body-corporate.
- (6) To construct, execute, carry out, equip, maintain improve, develop and civil and constructional work relating to roads, electric, power, transmission lines that heat and light supply works construction / laying of pipelines, fabrication of tunnals in oil fields, hotels buildings, godowns, pleasure grounds park garden, docks jitrries embankments, bunds, bridges, wharves, canals, irrigations reclamation improvement, sewage, sanitary telegraphic, telephone works, warehouses, markets, public buildings and all othe such civil and related constructional works and convenience of public utility.
- (7) To develop the land for farm houses by providing roads and other facilities such as water supply and sell the same and to erect and construct farm houses, buildings or work civil and constructional of every description on any land of the Company or upon any other such lands or immovable property and to pull down, rebuild, enlarge, alter and improve such land into roads, streets, squares, gardens and such other convenience related thereto and deal with and improve the immovable property of the company.

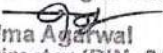
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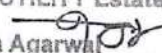
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- (8) To carry on the business of and as builders, consultants, civil and constructional engineers, architects Government civil and constructional contractors of immovable properties all type of structural and pilling engineering, works interior designing and graphics.

4. SHARE CAPITAL

- 4.1 The Share Capital structure of the Transferor Company No. 1 as on 31st March, 2020 is given below:

Particulars	Amount (Rs.)
<u>Authorized Share Capital</u>	
3,00,000 Equity Shares of Rs.10/- each	30,00,000/-
TOTAL	30,00,000/-
<u>Issued, Subscribed & Paid-up Capital</u>	
1,00,000 Equity Shares of Rs.10/- each	10,00,000/-
TOTAL	10,00,000/-

- 4.2 The Share Capital structure of the Transferor Company No. 2 as on 31st March, 2020 is given below:

Particulars	Amount (Rs.)
<u>Authorized Share Capital</u>	
1,00,000 Equity Shares of Rs.10/- each	10,00,000/-
TOTAL	10,00,000/-
<u>Issued, Subscribed & Paid-up Capital</u>	
1,00,000 Equity Shares of Rs.10/- each	10,00,000/-
TOTAL	10,00,000/-

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- 4.3 The Share Capital structure of the Transferor Company No. 3 as on 31st March, 2020 is given below:

Particulars	Amount (Rs.)
<u>Authorized Share Capital</u>	
1,00,000 Equity Shares of Rs.10/- each	10,00,000/-
TOTAL	10,00,000/-
<u>Issued, Subscribed & Paid-up Capital</u>	
1,00,000 Equity Shares of Rs.10/- each	10,00,000/-
TOTAL	10,00,000/-

- 4.4 The Share capital structure of the Transferee Company as on 31st March, 2020 is given below:

Particulars	Amount (Rs.)
<u>Authorized Share Capital</u>	
10,40,000 Equity Shares of Rs.10/- each	1,04,00,000/-
TOTAL	1,04,00,000/-
<u>Issued, Subscribed & paid-up Capital</u>	
10,00,000 Equity Shares of Rs.10/- each	1,00,00,000/-
TOTAL	1,00,00,000/-

- 4.5 The Transferor Companies and the Transferee Company are closely held Group Companies under common shareholding and control.

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PART II – THE SCHEME

5. TRANSFER AND VESTING OF ASSETS AND LIABILITIES OF THE TRANSFEROR COMPANIES

5.1 Upon the Scheme coming into effect and with effect from the Appointed Date:

- a. the Transferor Companies pursuant to the provisions of Section 233 of the Act shall stand merged with and be vested in the Transferee Company, as a going concern, without any further act or instrument, together with all the properties, assets, rights, liabilities, benefits and interest therein;
- b. all the properties and assets including tangible, intangible, work in progress of the Transferor Companies shall, pursuant to the provisions of Section 233 of the Act, stand transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company without any further instrument or act, or deed done by the Transferor Companies or the Transferee Company;
- c. such of the assets of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement or by vesting and recordal pursuant to this Scheme shall stand transferred to and vested in the Transferee Company from the Transferor Companies without requiring any further act, instrument or deed and shall become property and an integral part of the Transferee Company. The transfer and vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery and possession or negotiation and endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred and vested accordingly. No stamp duty shall

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be payable on the transfer of such movable property upon its transfer and vesting in the Transferee Company;

- d. any or all movable properties of the Transferor Companies, other than those referred to in the above clause, such as sundry debtors, cash balances, bank balances, outstanding loans and advances, if any, recoverable in cash or kind etc. or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customer and other persons, shall without any further act, deed or instrument, be transferred and vested as the property of Transferee Company;
- e. any or all the immovable properties (including land together with the building and structures standing, thereon), if any, of the Transferor Companies, whether leasehold or freehold and any document of title, easement in relation thereto, conveyance deed, letter of allotment, rights and easements in relation thereto, shall without any further act, deed or instrument, stand transferred to and vested in the Transferee Company. With effect from the Effective Date, Transferee Company shall be entitled to exercise all rights and privileges and shall be liable to pay ground rent, municipal taxes, and fulfill all obligations, in relation to or applicable to such immovable property. The mutation of the immovable property in the name of the Transferee Company shall be made and duly recorded by the authorities pursuant to the sanction of the Scheme by the Hon'ble Tribunal/ Regional Director and this Scheme being effective in accordance, with the terms hereof without any further act or deed on part of the Transferee Company.
- f. any and all contracts, agreements, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements and other instruments to which the Transferor

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Companies is a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting, shall be in full force and effect, on or against or in favour of Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Companies, the Transferee Company had been a party or beneficiary or oblige thereto.

- g. any and all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not or disclosed in the books of accounts of the Transferor Companies including income tax liabilities, if any, as on the Appointed Date shall without any further act or deed or instrument, become the debts, duties, liabilities and obligations of the Transferee Company and Transferee Company undertakes to meet, discharge and satisfy the same.

It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.

- h. all benefits/refund/credits under Income Tax, Excise (including Modvat / Cenvat), Sales Tax (including deferment of Sales Tax), Value Added Tax and Service Tax, Goods and Service Tax (GST) etc. to which the Transferor Companies are entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed.

- 5.1.1 All loans raised and utilized and all debts, duties, liabilities and obligations incurred by the Transferor Companies on or after the Appointed Date shall be deemed to have been raised, utilized or incurred for and on behalf of the Transferee Company.

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- 5.1.2 The Transferee Company hereby undertakes to deal with and discharge the loans and liabilities as stated above, which shall vest in the Transferee Company by virtue of this Scheme.
- 5.1.3 With effect from the Appointed Date, all permits, no objection certificates, permission, approvals, consents, quotas, rights, entitlements, registrations, licenses, license relating to trade and service names and marks, patents, designs, copyrights, software and computer programs, databases, domain name(s) and rights and other intellectual property rights of any kind to which the Transferor Companies are party or to the benefit of which the Transferor Companies may be eligible and which are subsisting, shall stand transferred to and vested in the Transferee Company without any further act or deed done by the Transferor Companies and Transferee Company and shall be appropriately mutated by the statutory authorities concerned therewith in favour of Transferee Company upon vesting and transfer of the Transferor Companies pursuant to this Scheme, and shall be and remain in full force, operative and effectual for the benefit of the Transferee Company and may be enforced by Transferee Company as fully and effectually as if, instead of the Transferor Companies, Transferee Company had been the original party or beneficiary or oblige thereto.
- 5.1.4 All estates, interest, rights, assets and authorities accrued to and/or acquired by the Transferor Companies on or after the Appointed Date shall, by virtue of this Scheme, become the estates, interest, rights, assets and authorities of the Transferee Company, without any further act or deed or instrument.
- 5.1.5 Upon the coming into effect of this Scheme, all suits, appeals, legal or other proceedings, and all claims made by or against the Transferor Companies, pending on the effective date, on any matter whether arising before or after the Appointed Date shall be continued and enforced by or against the

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Transferee Company at the cost of the Transferee Company and the Transferee Company undertakes to have all such proceedings and claims transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

5.1.6 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, instruments and benefits of whatsoever nature to which the Transferor Companies are a party, subsisting or having effect as on the Effective Date, shall remain in force and effect and may be enforced by and / or against the Transferee Company as fully and effectively as if the said Transferee Company was a party thereto instead of the Transferor Companies.

5.1.7 The transfer and vesting of all the assets and liabilities of the Transferor Companies into the Transferee Company shall not affect any transactions already concluded by the Transferor Companies in the ordinary course of business on and after the Appointed Date till the Effective Date. The Transferee Company hereby undertakes to accept all such acts, deeds or things done by the Transferor Companies in the ordinary course of business.

5.2 INTER-PARTY TRANSACTIONS

5.2.1 With effect from the Appointed Date, all inter party transactions between the Transferor Companies and the Transferee Company, as may be outstanding on the Appointed Date or which may take place subsequent to the Appointed Date but prior to the Effective Date, shall stand cancelled upon the Scheme coming into effect.

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5.3 CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- 5.3.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, instruments and benefits of whatsoever nature to which the Transferor Companies are a party, subsisting or having effect as on the Effective Date, shall remain in force and effect and may be enforced by and/ or against the Transferee Company as fully and effectively as if the said Transferee Company was a party thereto instead of the Transferor Companies.
- 5.3.2 The Scheme shall not in any manner affect the rights and interests of the creditors of the Transferor Companies viz a viz the Transferee Company which may be deemed to be prejudicial to their interests. The securities of the Secured Creditors of the Transferor Companies shall stand modified accordingly.
- 5.3.3 It is expressly clarified that upon the Scheme becoming effective all taxes payable and all refunds of claims receivables by the Transferor Companies from the Appointed Date onwards shall be treated as the tax liability or refunds of claims as the case may be of the Transferee Company.

5.4 CONSIDERATION BY THE TRANSFEE COMPANY

The entire share capital of the Transferor Companies is held by the Transferee Company and its nominee on behalf of the Transferee Company. In other words, the Transferor Companies are wholly owned subsidiaries of the Transferee Company. Accordingly, pursuant to this amalgamation, no shares of the Transferee Company shall be allotted in respect of its holding in the Transferor Companies. Upon the Scheme becoming effective, the entire share capital of the Transferor Companies

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shall be cancelled and extinguished. Therefore, neither the share exchange ratio has been fixed nor any valuation report has been obtained.

The investment in the shares of the Transferor Companies, appearing in the books of accounts of the Transferee Company shall, without any further act or deed, stand cancelled.

5.5 ACCOUNTING TREATMENT

5.5.1 Upon the Scheme becoming effective, amalgamation of the Transferor Companies with the Transferee Company will be accounted for in accordance with the applicable provisions of the Companies Act, 2013, Accounting Standards as prescribed under the Companies (Accounting Standards) Rules, 2006 or Ind AS as prescribed under the Companies (Indian Accounting Standards) Rules, 2015, and Generally Accepted Accounting Principles in India (Indian GAAP), as the case may be.

5.5.2 In terms of Accounting Standards (AS) 14, amalgamation of the Transferor Companies with the Transferee Company will be accounted in the following manner:-

- a. The amalgamation shall be an 'amalgamation in the nature of merger' as defined in Accounting Standard (AS) 14 as prescribed under the Companies (Accounting Standards) Rules, 2006, and shall be accounted for under the 'pooling of interests' method in accordance with the said AS-14.
- b. Accordingly, all the assets and liabilities recorded in the books of the Transferor Companies shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee

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Company at the respective book values as reflected in the books of the Transferor Companies as on the Appointed Date.

- c. Cross investments or other inter-company balances, if any, will stand cancelled.
- d. All the reserves of the Transferor Companies under different heads shall become the corresponding reserves of the Transferee Company. Similarly, balance in the Profit & Loss Accounts of the Transferor and Transferee Companies will also be clubbed together.
- e. In accordance with the Accounting Standard 14, any deficit arising out of amalgamation (including on account of cancellation of cross holdings or any other inter-company balances) shall be adjusted against general reserve, securities premium account and other reserves and surplus, in that order, if any, in the books of the Transferee Company. Whereas any surplus arising out of Amalgamation (including on account of cancelling of cross holdings or any other inter – company balances) shall be credited to general reserve.
- f. Accounting policies of the Transferor Companies will be harmonized with that of the Transferee Company following the amalgamation.

It is, however, clarified that in case of applicability of the Ind AS as prescribed under the Companies (Indian Accounting Standards) Rules, 2015, amalgamation of the Transferor Companies with the Transferee Company will be accounted for in the manner as provided in the applicable Ind AS.

5.5.3 This Scheme has been drawn up to comply with the conditions relating to “Amalgamation” as specified under Section 2(1B) of the Income Tax Act, 1961 and other applicable provisions, if any. If any terms or provisions of the Scheme is/are inconsistent with the provisions of the Income Tax Act, 1961, the provisions of the Income Tax Act, 1961 shall prevail and the Scheme

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shall stand modified to the extent necessary to comply with Section 2(1B) of the Income Tax Act, 1961 and other applicable provisions, if any.

5.6 AUTHORIZED SHARE CAPITAL

- 5.6.1 Upon the Scheme becoming effective, the authorized share capital of the Transferor Companies shall stand combined with the authorized share capital of the Transferee Company. The Transferee Company shall file an application with the Registrar of Companies along with the Scheme registered, indicating the revised authorized capital and pay the prescribed fee due on revised capital. Provided that the fee, if any, paid by the Transferor Companies on their authorized capital prior to their merger or amalgamation with the Transferee Company shall be set-off against the fees payable by the Transferee Company on its authorized capital enhanced by the merger or amalgamation.

The combined authorized capital of the Transferee Company post amalgamation shall be in accordance with Section 233(11) of the Companies Act, 2013. The Transferee Company shall ensure due compliance of the provisions of Section 233(11) of Companies Act, 2013.

- 5.6.2 'Clause V' of the Memorandum of Association of the Transferee Company, shall without any further act, instrument or deed, be and stand altered, modified and amended pursuant to the applicable provision of the Companies Act, 2013 and Rules made thereunder by deleting the existing Clause and replacing it by the following:

"The Authorized Share Capital of the Company is Rs. 1,54,00,000/- (Rupees One Crore Fifty Four Lacs Only) divided into 15,40,000 (Fifteen Lac Forty Thousand) Equity shares of Rs.10/- (Rupees Ten only) each."

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- 5.6.3 The approval of this Scheme by the shareholders of the Transferee Company under Section 233 of the Companies Act, 2013, whether at a meeting or otherwise, shall be deemed to have the approval under Section 13 and other applicable provisions of the Companies Act, 2013 and Rules made thereunder and any other consents and approvals required in this regard.
- 5.6.4 Approval of this Scheme by the Shareholders and/or Creditors of the Transferor Companies and the Transferee Company, as the case may be, and sanction by the Regional Director under Section 233 of the Companies Act, 2013, shall be sufficient compliance with the provisions of Section 66 of the Companies Act, 2013 and the respective rules and other applicable provisions, if any, relating to the reduction of share capital on cancellation of cross holding, if any.

5.7 EMPLOYEES OF THE TRANSFEROR COMPANIES

The Transferee Company undertakes that, all the employees of the Transferor Companies, if any, as on effective date shall, without any interruption of services and on the same terms and conditions, become the employees of the Transferee Company.

- 5.7.1 The Transferee Company further undertakes that the services of all such employees, if any, of the Transferor Companies up to the effective date shall be taken into account for all benefits to which the said employees may be eligible, including the purpose of payment of any bonus, retrenchment compensation, gratuity and other terminal benefits.
- 5.7.2 The accumulated balances, if any, standing in the existing provident fund, gratuity fund or superannuation fund of the Transferor Companies relating to the employees, if any, of the Transferor Companies or any other Special Fund /

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Trust, if any, created or existing for the benefit of the staff, workmen and other employees of the Transferor Companies will be transferred to the provident fund, gratuity fund, or superannuation fund or any other Special Fund / Trust, of the Transferee Company or such other fund as may be established by the Transferee Company for this purpose. Pending the transfer as aforesaid, the dues of the employees of the Transferor Companies relating to the said funds would continue to be deposited therein. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Companies in relation to such Funds/Trusts shall become those of the Transferee Company and all the rights, duties and benefits of the employees employed in Transferor Companies under such Funds and Trusts shall be protected. It is further clarified that the services of the employees of the Transferor Companies will also be treated as having been continuous for the purpose of the aforesaid Funds/Trusts.

5.8 CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANIES

- 5.8.1 With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorized to carry on the operations of the Transferor Companies.
- 5.8.2 With effect from the Appointed Date and up to and including the Effective Date:
- The Transferor Companies shall carry on and shall be deemed to have been carrying on the operations and other activities on account of and in trust for the Transferee Company;
 - Subject to the provisions of this Scheme, the profit or loss of the Transferor Companies for the period beginning from 1st April, 2020 shall be deemed to belong to and be the profit or loss of the Transferee Company and will be

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available to the Transferee Company for being dealt with/ disposed of in any manner as it thinks fit including declaration of dividend, issue of Bonus Shares, or for the purpose of issue of right shares by the Transferee Company.

- c. It is further provided that scheme upon coming into effect, the amount of balance lying to the debit of the Profit and Loss Account as represented / shown in the Balance Sheet of the Transferor Companies shall be aggregated by the Transferee Company with similar amounts lying in its own Profit and Loss account as if the same was created by the Transferee Company out of its own funds.
- d. The opening Balance Sheet shall constitute the restructured Balance Sheet of the Transferee Company as on the appointed date.

5.8.3 The Transferor Companies hereby undertake that, they shall not:

- a. Alienate, charge, mortgage, encumber or otherwise deal with or dispose off the assets except in the ordinary course of business, without the prior consent of the Transferee Company; and
- b. Utilize the profits, if any, for the purpose of declaring or paying any dividend for the period falling after the appointed date except with the consent of the Transferee Company.

5.9 CHARGES

- 5.9.1 Upon the Scheme becoming effective and on amalgamation of the Transferor Companies into Transferee Company, charges on any assets of the Transferor Companies shall stand transferred into Transferee Company and shall continue in favour of the Bankers, Financial Institutions and other lenders whose loans

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are transferred into Transferee Company, if any, as may be modified, readjusted apportioned and reallocated by the Transferor Companies, and Transferor Companies shall provide all assistance in getting the charges on the assets so transferred.

5.9.2 The Bankers, Financial Institutions and other lenders who have funded the Transferor Companies shall have a charge only on the assets financed by them and release the charge, if any on the assets not financed by them.

5.9.3 Provided further that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created or available to the Transferor Companies which shall vest in the Transferee Company by virtue of the amalgamation of Transferor Companies into Transferee Company and the Transferee Company shall not be obliged to create any further or additional security thereof after the amalgamation has become effective or otherwise.

5.10 LEGAL PROCEEDINGS

5.10.1 All legal or other proceedings and all claims by or against the Transferor Companies pending as on Effective Date on any matter arising before or after the Appointed Date, including those relating to any pending licensing issues, property including application for change in user of property, right, power, liability, obligation or duty / duties of the Transferor Companies shall be continued and enforced by or against the Transferee Company and at the cost of the Transferee Company.

5.10.2 If any suit, appeal or other proceedings of whatever nature (hereinafter called "the proceedings") by or against the Transferor Companies be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of Amalgamation pursuant to this Scheme or of anything contained in

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this Scheme but the said proceedings shall be continued, prosecuted and enforced by or against the Transferee Company as if this Scheme had not been made and undertakes to have all legal or other proceedings initiated by and against the Transferor Companies be transferred to its own name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Companies.

5.11 SAVING OF CONCLUDED TRANSACTIONS

The amalgamation of the Transferor Companies together with all its assets and liabilities with the Transferee Company shall not affect any transactions or proceeding already concluded by or on behalf of the Transferor Companies. The Transferee Company hereby accepts all the acts, deeds or things done by the Transferor Companies on or after the Appointed Date till the Effective Date.

5.12 TAX MATTERS

5.12.1 The Transferee Company is expressly permitted to revise its Income Tax returns and related TDS certificates and the right to claim refund, advance tax credits etc., upon this Scheme becoming effective. Similarly, Transferee Company shall be permitted to revise its returns filed for Service Tax, Excise Duty, Sales Tax, Value Added Tax, Goods and Service Tax (GST) or under any fiscal law(s).

5.12.2 It is expressly clarified that upon the Scheme becoming effective, all taxes / duties of any nature payable or all refund of claims by the Transferor Companies as on the Appointed Date shall be treated as the tax liability of or refund claims of the Transferee Company. Similarly the obligation for deduction-of tax at source on any payment made by the Transferor Companies shall be deemed to have been made and duly complied with by the Transferee

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Company. Further, any payment required to be made, till effective date, by specified due dates in the tax laws shall also be deemed to have been made correctly by the Transferee Company if so made by the Transferor Companies. Similar treatment shall be done for any service tax, excise duty, sales tax, value added tax and any other taxes, duties and cesses, returns, payments, tax credits and legal compliances, and the same shall be so recognized by the relevant Authorities, Government Departments and Local Authorities / Boards.

- 5.12.3 Compliances of all fiscal laws made by the Transferor Companies upto Effective Date shall be deemed to have been made by the Transferee Company.
- 5.12.4 Any returns filed by the Transferor Companies with the State Government for VAT or Sales Tax or Goods and Service Tax (GST) matters, with the Service Tax / GST Authorities, Excise Authorities and Income Tax Authorities of the Central Government upto the Effective Date shall be deemed to have been filed for and on behalf of the Transferee Company.
- 5.12.5 All taxes, duties, cess payable by Transferor Companies for the period after the Appointed Date including all or any refunds/ credit/ claims relating thereto shall be treated as the liability or refunds/ credit/ claims, as the case may be, of Transferee Company.
- 5.12.6 Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, sales tax remissions, input tax credit under GST, tax holidays, incentives, concessions and other authorizations, shall stand vested by the order of sanction of the Hon'ble Tribunal/ Regional Director in Transferee Company and Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file to mutate them in the name of the Transferee Company without any further act or deed, provided however that for statistical purpose if any application has

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to be lodged with details of the Transferee Company and Transferee Company shall do so and relevant statutory/ competent authorities shall continue the benefit of such permissions, approvals, permit etc. to be provided to Transferee Company pursuant to the sanction order in relation to this Scheme without any consideration.

5.13 GENERAL RESERVES

The reserves created out as a result of Scheme of Amalgamation being approved, the same shall be transferred to the "General Reserve" to be utilized as per the Accounting Standards issued by the Institute of Chartered Accountants of India.

5.14 OPERATIVE DATE OF THE SCHEME

The Scheme shall come into operation with effect from the Appointed Date but the same shall become effective on and from the Effective Date only.

5.15 DISSOLUTION OF THE TRANSFEROR COMPANIES

5.15.1 Upon the Scheme becoming effective, the Transferor Companies shall stand dissolved without following the procedure of winding up in accordance with the provisions of Section 233 of the Act.

5.15.2 Upon the Scheme coming into effect, all the existing shares/ share certificates pertaining to the shares of the Transferor Companies as on the effective date shall stand cancelled and will become invalid and shall cease to be transferable. The Board of Directors of the Transferee Company will not be required to approach the shareholders of the Transferor Companies to surrender their share certificates for issue / allotment of shares in the Transferee Company after the scheme becoming effective.

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5.16 GENERAL TERMS AND CONDITIONS

5.16.1 Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Companies, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if such resolutions have upper monetary or other limits being imposed under the provisions of the said Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

5.16.2 Upon the coming into effect of this Scheme, the Board of Directors, (or any committee thereof) of the Transferor Companies shall without any further, act, instrument or deed be and stand dissolved.

PART III-OTHER PROVISIONS

6. OTHER PROVISIONS APPLICABLE TO THIS SCHEME

6.1 APPLICATION TO THE REGIONAL DIRECTOR, REGISTRAR OF COMPANIES & OFFICIAL LIQUIDATOR

6.1.1 The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make an application to such competent authority as is required under law and Hon'ble Regional Director, Registrar of Companies and Official liquidator under Section 233 of the Act for sanction and carrying this Scheme under the provisions of Section 230 to 233 of the Companies Act, 2013 and other applicable provisions, if any.

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6.2 MODIFICATIONS, IMPLEMENTATION AND WITHDRAWAL OF THE SCHEME

6.2.1 The respective Board of Directors of the Transferor Companies and the Transferee Company shall be empowered and authorized:

- a. To assent to any modifications or amendments to this Scheme, which the Hon'ble Regional Director or Registrar of Companies, NCT of Delhi & Haryana or Official Liquidator and/ or any other competent authority may deem fit to impose or direct or approve or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and / or carrying out this Scheme. The Transferor Companies and the Transferee Company (acting through their Board of Directors) be and are hereby authorized to take such steps and to do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of the order of the Hon'ble Regional Director, Registrar of Companies, NCT of Delhi & Haryana or Official Liquidator or of any directive or orders 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.
- b. To settle any question or doubt or difficulty arising under the Scheme and to do all such acts, deeds and things as may be necessary, desirable or appropriate for implementation or carrying out this Scheme.
- c. To withdraw from this Scheme if any of the amendments or terms or conditions imposed by the Hon'ble Regional Director or National Company Law Tribunal or Registrar of Companies, NCT of Delhi & Haryana or Official Liquidator or any other competent authority is not acceptable to them or if they deem such withdrawal expedient and fit in the interest of the respective companies.

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6.2.2. That the Board of Directors of the Transferor Companies and Transferee Company are also authorized to carry out any amendments, alterations necessitated due to any typographical errors either in the company application, company petition and/or scheme due to inadvertence.

6.3 CONDITIONALITY OF THE SCHEME

6.3.1 The Scheme is conditional upon and subject to:

- a. The approval of the respective requisite majorities (whether by way of procuring NOCs or otherwise) of the members and/or creditors (where applicable) of the Transferor Companies and the Transferee Company as required under the provisions of the Act;
- b. Sanctioning of the Scheme, with or without modification(s), by the Hon'ble Regional Director or National Company Law Tribunal or Registrar of Companies, NCT of Delhi & Haryana or Official Liquidator;
- c. The certified copy of the order of the Hon'ble Regional Director or National Company Law Tribunal sanctioning the Scheme being filed by the Transferor Companies and the Transferee Company with the Registrar of Companies, NCT of Delhi & Haryana.

6.4 EFFECT OF NON-RECEIPT OF APPROVAL / SANCTION

In the event the said Scheme is not approved by the Hon'ble Regional Director or National Company Law Tribunal or Registrar of Companies, NCT of Delhi & Haryana or Official Liquidator whatsoever or for any other reason(s) the Scheme is not be implemented, the Scheme shall become null and void and of no effect and in

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that event no rights or liabilities relating to the Transferor Companies shall accrue to the Transferee Company.

6.5 MISCELLANEOUS

- 6.5.1 All costs, charges and expenses of the Transferor Companies and the Transferee Company incurred in carrying out and implementing the terms and provisions of this Scheme and incidental thereto including those incurred during negotiations leading to the Scheme shall be borne and paid by the Transferee Company.
- 6.5.2 If any doubt or difference or issue shall arise between the parties hereto or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. Abhishek Mittal, Proprietor of Abhishek Mittal & Associates, Practising Company Secretaries, 8/19, Upper Ground Floor, West Patel Nagar, New Delhi – 110008, Mobile No. 9999048341 and/or Ms. Rekha Mittal, Practising Company Secretary, 8/19, Upper Ground Floor, West Patel Nagar, New Delhi – 110008, Mobile No. 9899009373 whose decision shall be final and binding on all concerned.
- 6.5.3 The Transferor Companies and the Transferee Company shall also take all such other steps, as may be necessary or expedient to give full and formal effect to and implement the provisions of this Scheme.
- 6.5.4 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Transferor Companies and the Transferee Company and their respective Shareholders / Creditors and the terms and conditions of this Scheme, the latter shall prevail.

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6.5.5 If any part of this Scheme is invalid, ruled illegal by any Court or authority of competent jurisdiction or unenforceable under the present or future laws, then it is the intention of the parties that such part of the Scheme shall be severable from the remainder of the Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such Part.

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EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

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कारपोरेट कार्य मंत्रालय

अधिसूचना

नई दिल्ली, 19 दिसम्बर, 2016

का.आ. 4090(अ).—केन्द्रीय सरकार, कंपनी अधिनियम, 2013 (2013 का 18) की धारा 458 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और, भारत के राजपत्र असाधारण, भाग II, खंड 3, उपखंड (ii) तारीख 10 जुलाई, 2012 में का.आ. 1539(अ) तारीख 10 जुलाई, 2012 द्वारा प्रकाशित भारत सरकार के कारपोरेट कार्य मंत्रालय की अधिसूचना का, और भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (ii) तारीख 21 मई, 2014 में का.आ. 1352(अ) तारीख 22 मई, 2014 द्वारा प्रकाशित कारपोरेट कार्य मंत्रालय की अधिसूचना को भी, उन बातों के सिवाय, जिन्हें ऐसे अधिक्रमण से पूर्व किया गया था या करने का लोप किया गया था, का अधिक्रमण करते हुए मुंबई, कोलकाता, चेन्नई, नई दिल्ली, अहमदाबाद, हैदराबाद और शिलांग के प्रादेशिक निदेशकों को, उक्त अधिनियम की निम्नलिखित धाराओं के अधीन इस शर्त के अधीन रहते हुए शक्तियां और कृत्य निहित करती है कि केन्द्रीय सरकार उसकी राय में, लोकहित में यदि ऐसा करना आवश्यक समझती है तो उक्त धाराओं के अधीन इन शक्तियों के प्रत्यायोजन को वापस ले सकेगी या शक्तियों का स्वयं प्रयोग कर सकेगी, अर्थात् :-

- (क) धारा 8 की उपधारा (4) का खंड (i) (अन्य प्रकार की कंपनी में संपरिवर्तन के मामले में ज्ञापन के परिवर्तन के लिए);
- (ख) धारा 8 की उपधारा (6);
- (ग) धारा 13 की उपधारा (4) और उपधारा (5);
- (घ) धारा 16;
- (ङ) धारा 87;
- (च) धारा 111 की उपधारा (3);
- (छ) धारा 140 की उपधारा (1);
- (ज) धारा 230 की उपधारा (5);
- (झ) धारा 233 की उपधारा (2), उपधारा (3), उपधारा (4), उपधारा (5), और उपधारा (6);

- (ज) 272 की उपधारा (3) का पहला और दूसरा परन्तुक;
 - (ट) धारा 348 की उपधारा (1);
 - (ठ) धारा 361, धारा 362, धारा 364 और धारा 365;
 - (ड) धारा 399 की उपधारा (1) के परन्तुक का खंड (i); और
 - (ढ) धारा 442।
2. यह अधिसूचना राजपत्र में प्रकाशन की तारीख से प्रवृत्त होगी।

[फा. सं. 2/31/सीएए/2013-सीएल-V]

अमरदीप सिंह भाटिया, संयुक्त सचिव

MINISTRY OF CORPORATE AFFAIRS

NOTIFICATION

New Delhi, the 19th December, 2016

S.O. 4090(E).—In exercise of the powers conferred by Section 458 of the Companies Act, 2013 (18 of 2013), and in supersession of the notification of the Government of India, in the Ministry of Corporate Affairs, dated the 10th July, 2012, published in the Gazette of India, Extraordinary, Part II, Section 3, sub-section (ii) vide number S.O. 1539(E), dated the 10th July, 2012, and also in supersession of the notification of the Government of India, in the Ministry of Corporate Affairs, dated the 21st May, 2014, published in the Gazette of India, Extraordinary, Part II, Section 3, sub-section (ii) vide number S.O. 1352(E), dated the 22nd May, 2014, except as respects things done or omitted to be done before such supersession, **the Central Government hereby delegates to the Regional Directors at Mumbai, Kolkata, Chennai, New Delhi, Ahmedabad, Hyderabad and Shillong, the powers and functions vested in it under the following sections of the said Act,** subject to the condition that the Central Government may revoke such delegation of powers or may itself exercise the powers under the said sections, if in its opinion such a course of action is necessary in the public interest, namely :—

- (a) clause (i) of sub-section (4) of section 8 (for alteration of memorandum in case of conversion into another kind of company);
- (b) sub-section (6) of section 8;
- (c) sub-sections (4) and (5) of section 13;
- (d) section 16;
- (e) section 87;
- (f) sub-section (3) of section 111;
- (g) sub-section (1) of section 140;
- (h) sub-section (5) of section 230;
- (i) sub-sections (2), (3), (4), (5) and (6) of section 233;**
- (j) first and second proviso of sub-section (3) of section 272;
- (k) sub-section (1) of section 348;
- (l) sections 361, 362, 364 and 365
- (m) clause (i) of the proviso to sub-section (1) of section 399 and
- (n) section 442.

2. This notification shall come into force with effect from the date of its publication in the Official Gazette.

[F. No. 2/31/CAA/2013-CL-V]

AMARDEEP SINGH BHATIA, Jt. Secy.

Notified Date of Section: 7/12/2016

Effective Date: 15/12/2016

233. Merger or Amalgamation of Certain Companies.

(1) Notwithstanding the provisions of [section 230](#) and [section 232](#), a scheme of merger or amalgamation may be entered into between two or more small companies or between a [holding company](#) and its wholly-owned [subsidiary company](#) or such other class or classes of companies [as may be prescribed](#), subject to the following, namely:—

(a) a notice of the proposed scheme inviting objections or suggestions, if any, from the [Registrar](#) and [Official Liquidators](#) where registered office of the respective companies are situated or persons affected by the scheme within thirty days is issued by the transferor [company](#) or companies and the transferee company;

(b) the objections and suggestions received are considered by the companies in their respective general meetings and the scheme is approved by the respective [members](#) or class of [members](#) at a general meeting holding at least ninety per cent. of the total number of shares;

(c) each of the companies involved in the merger files a declaration of solvency, in the [prescribed](#) form, with the [Registrar](#) of the place where the registered office of the [company](#) is situated; and

(d) the scheme is approved by majority representing nine-tenths in value of the creditors or class of creditors of respective companies indicated in a meeting convened by the [company](#) by giving a notice of twenty-one days along with the scheme to its creditors for the purpose or otherwise approved in writing.

(2) The transferee [company](#) shall file a copy of the scheme so approved in the manner [as may be prescribed](#), with the Central Government, [Registrar](#) and the [Official Liquidator](#) where the registered office of the [company](#) is situated.

(3) On the receipt of the scheme, if the [Registrar](#) or the [Official Liquidator](#) has no objections or suggestions to the scheme, the Central Government shall register the same and issue a confirmation thereof to the companies.

(4) If the [Registrar](#) or [Official Liquidator](#) has any objections or suggestions, he may communicate the same in writing to the Central Government within a period of thirty days:

Provided that if no such communication is made, it shall be presumed that he has no objection to the scheme.

(5) If the Central Government after receiving the objections or suggestions or for any reason is of the opinion that such a scheme is not in public interest or in the interest of the creditors, it may [file an application](#) before the [Tribunal](#) within a period of sixty days of the receipt of the scheme under sub-section (2) stating its objections and requesting that the [Tribunal](#) may consider the scheme under [section 232](#).

(6) On receipt of an application from the Central Government or from any person, if the [Tribunal](#), for reasons to be recorded in writing, is of the opinion that the scheme should be considered as per the procedure laid down in [section 232](#), the [Tribunal](#) may direct accordingly or it may confirm the scheme by passing such order as it deems fit:

Provided that if the Central Government does not have any objection to the scheme or it does not file any application under this section before the [Tribunal](#), it shall be deemed that it has no objection to the scheme.

(7) A copy of the order under sub-section (6) confirming the scheme shall be communicated to the [Registrar](#) having jurisdiction over the transferee [company](#) and the persons concerned and the [Registrar](#) shall register the scheme and issue a confirmation thereof to the companies and such confirmation shall be communicated to the [Registrars](#) where transferor [company](#) or companies were situated.

(8) The registration of the scheme under sub-section (3) or sub-section (7) shall be deemed to have the effect of dissolution of the transferor [company](#) without process of winding-up.

(9) The registration of the scheme shall have the following effects, namely:-

(a) transfer of property or liabilities of the transferor [company](#) to the transferee [company](#) so that the property becomes the property of the transferee [company](#) and the liabilities become the liabilities of the transferee [company](#);

(b) the charges, if any, on the property of the transferor [company](#) shall be applicable and enforceable as if the charges were on the property of the transferee [company](#);

(c) legal proceedings by or against the transferor [company](#) pending before any [court](#) of law shall be continued by or against the transferee [company](#); and

(d) where the scheme provides for purchase of shares held by the dissenting shareholders or settlement of debt due to dissenting creditors, such amount, to the extent it is unpaid, shall become the liability of the transferee [company](#).

(10) A transferee [company](#) shall not on merger or amalgamation, hold any shares in its own name or in the name of any trust either on its behalf or on behalf of any of its subsidiary or associate [company](#) and all such shares shall be cancelled or extinguished on the merger or amalgamation.

(11) The transferee [company](#) shall file an application with the [Registrar](#) along with the scheme registered, indicating the revised [authorised capital](#) and pay the [prescribed](#) fees due on revised capital:

Provided that the fee, if any, paid by the transferor [company](#) on its [authorised capital](#) prior to its merger or amalgamation with the transferee [company](#) shall be set-off against the fees payable by the transferee [company](#) on its [authorised capital](#) enhanced by the merger or amalgamation.

(12) The provisions of this section shall mutatis mutandis apply to a company or companies specified in sub-section (1) in respect of a scheme of compromise or arrangement referred to in [section 230](#) or division or transfer of a company referred to clause (b) of sub-section (1) of [section 232](#).

(13) The Central Government may provide for the merger or amalgamation of companies in such manner [as may be prescribed](#).

(14) A company covered under this section may use the provisions of [section 232](#) for the approval of any scheme for merger or amalgamation.

FORM NO. CAA.12

[Pursuant to section 233 and rule 25 (5)]

Confirmation order of scheme of merger or amalgamation between M/s Gentian Propbuild Private Limited (Transferor Company No.1), M/s Incredible Infrastructure Private Limited (Transferor Company No.2), M/s Eclogue Conbuild Private Limited (Transferor Company No.3) with M/s Utility Estates Private Limited (Transferee Company).

Pursuant to the provisions of section 233 of the Companies Act, 2013, the scheme of merger or amalgamation of M/s Gentian Propbuild Private Limited (Transferor Company No.1), M/s Incredible Infrastructure Private Limited (Transferor Company No.2), M/s Eclogue Conbuild Private Limited (Transferor Company No.3) with M/s Utility Estates Private Limited (Transferee Company) approved by their respective members and creditors as required under section 233 (1) (b) and (d) of the Companies Act, 2013 is hereby confirmed and the scheme shall be effective from the 1st day of April, 2020 as per the scheme.

A copy of the approved scheme is attached to this order.

Date:

Place: New Delhi


(DR. RAJ SINGH)
REGIONAL DIRECTOR (NR)

No: 233/107/T-1/2021/ 5840

DATE

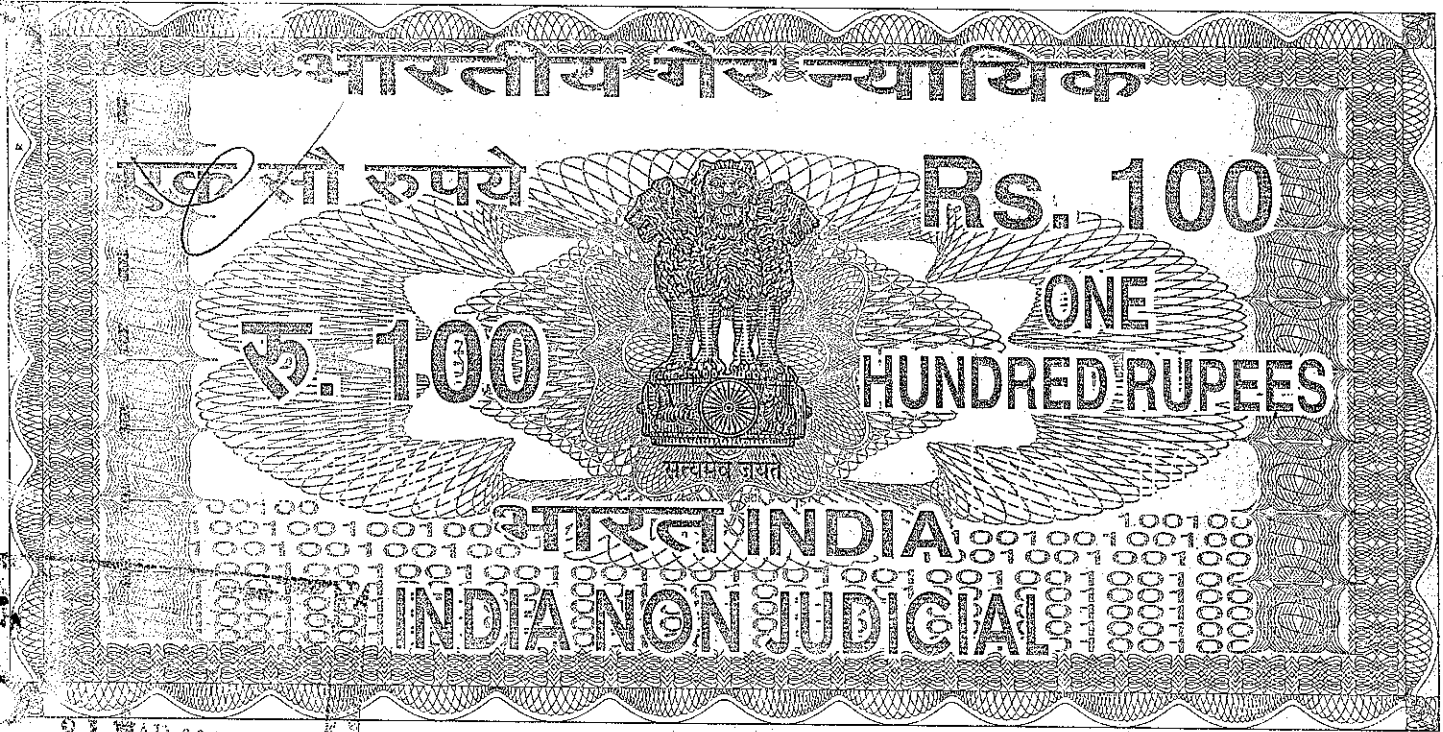
15 SEP 2021

- 1. M/s Gentian Propbuild Private Limited (Transferor Company No.1)
F-201, Ashish Complex, 2 Local Shopping Centre, New Rajdhani
Enclave, Delhi-110092.**



2. M/s Incredible Infrastructure Private Limited (Transferor Company No.2)
15, New Rajdhani Enclave, Delhi-110092.
3. M/s Eclogue Conbuild Private Limited (Transferor Company No.3)
11, New Rajdhani Enclave, Vikas Marg, Delhi-110092.
- ✓ 4. M/s Utility Estates Private Limited (Transferee Company)
11, New Rajdhani Enclave, Vikas Marg, Delhi-110092.
5. The Registrar of Companies, NCT of Delhi & Haryana, New Delhi.
6. The Official Liquidator, Delhi.

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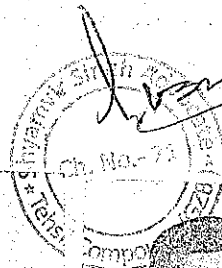
उत्तर प्रदेश UTTAR PRADESH

BK 156860

THIS DOCUMENT HAS BEEN ADJUDICATED BY ADDITIONAL DISTRICT MAGISTRATE FINANCE & REVENUE (ADMF&R) BY HIS ORDER IN CASE NO. 11/2014 DATED 07-05-2014 UNDER SECTION 51 OF INDIAN STAMP ACT, 1899 AND CERTIFICATE UNDER SECTION 32 IS STAMPED ON THE LAST PAGE OF THIS DOCUMENT.

TRANSFER DEED

THIS STAMP PAPER OF RS. 100/- FORMS PART & PARCEL OF TRANSFER DEED EXECUTED FOR TRANSFERRING LAND SITUATED AT VILLAGE SHAHPUR BAMHETTA, PARGANA DASNA, TEHSIL & DISTRICT GHAZIABAD, UTTAR PRADESH BY AMAR DEEP BUILDCON PVT. LTD., AMAR GYAN DEVELOPMENT PVT. LTD., DEEP JYOTI PROJECTS PVT. LTD., DOVE PROMOTERS PVT. LTD., GEMS BUILDCON PVT. LTD., GYAN KUNJ CONSTRUCTIONS PVT. LTD., LOGICAL DEVELOPERS PVT. LTD., LOGICAL ESTATE PVT. LTD., PROSPEROUS BUILDCON PVT. LTD., PROSPEROUS CONSTRUCTIONS PVT. LTD., SANKALP PROMOTERS PVT. LTD., SNOW WHITE BUILDCON PVT. LTD., UTKARSH BUILDCON PVT. LTD. & ZONEX ESTATES PVT. LTD. IN FAVOR OF ECLOGUE CONBUILD PRIVATE LIMITED ON 9-5-2014.



Boh

2014-5-9

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23/04/14

100

Shriyug Singh

ECLOGUE CON BUILD PUT. U2.

EC2 HOUSE 1st Floor 28, K.G. MARCH
H. DUMAL



TRANSFER DEED

(STAMP DUTY IS REMITTED ON THE PRESENT INSTRUMENT OF TRANSFER DEED AS THE TRANSACTION OF TRANSFER IS ENTERED AMONG THE 100% WHOLLY OWNED SUBSIDIARY COMPANIES (HERE-IN-AFTER REFERRED TO AS TRANSFERORS AND TRANSFEREE) OF A COMMON HOLDING COMPANY, M/S. SHREY PROMOTERS PRIVATE LIMITED IN PURSUANCE TO THE NOTIFICATION NO. 1 DATED 16-01-1937 ISSUED BY GOVERNOR GENERAL IN COUNCIL AND MADE APPLICABLE TO THE STATE OF UTTAR PRADESH VIDE NOTIFICATION NO. M.599/X-501 DATED 25-03-1942 ISSUED BY THE FINANCE DEPARTMENT OF STATE OF UTTAR PRADESH AND NOTIFICATION NO. S.V.K.N.-5-4720/11-2009-500(129)/2009 DATED 10-09-2009 ISSUED BY KAR EVAM NIBANDHAN ANUBHAG-5, STATE GOVERNMENT OF UTTAR PRADESH, COPY ENCLOSED. THE SAID NOTIFICATION HAVE NOT BEEN CANCELLED AND ARE STILL IN EXISTENCE TILL DATE AND THE EXEMPTIONS UNDER THE SAID NOTIFICATIONS ARE APPLICABLE).

- | | |
|----------------------------|---|
| 1. Land Detail | Village Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, Uttar Pradesh |
| 2. Unit of Measurement | In Hectare |
| 3. Area of Property | 4.8800 Hectare (12.0585 Acre)
(Detail As Per Schedule -- I Attached) |
| 4. Status of Road | More than 500 Mtr. Away |
| 5. Tree/Well/Tubewell etc. | Nil |
| 6. Consideration | Rs. 14,88,42,039/- |
| 7. Stamp Duty Paid | Rs. 100/- |

NO. OF FIRST PARTY (14)

NO. OF SECOND PARTY (1)

This Transfer Deed ("Transfer Deed") is made and executed at Ghaziabad as of this 09 day of May, 2014 by :

The Companies listed at Annexure A hereto having their registered office as per the details provided in Annexure A alongwith the details of board resolutions acting through their authorised signatory, Mr. Bijendra Singh, S/o Shri Horam Singh (hereinafter collectively referred to as the "Transferors", which expression unless repugnant to the context or meaning thereof, shall be deemed to mean and include their successors and permitted assigns);

AND

Eclogue Conbuild Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at ECE House, 28 Kasturba Gandhi Marg, New Delhi - 110001, acting through its authorised signatory, Mr. Ravi Prakash, S/o Mr. Mohan Lal authorized vide board resolution dated 27-01-



अंतरण पत्र

148,842,039.00

10,000.00

100

10,100.00

5,000

फीस रजिस्ट्री

नकल व प्रिनि शुल्क

योग

शब्द लगभग

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पुत्र श्री मोहन लाल

व्यवसाय व्यापार/अन्य/स्त्री

निवासी स्थायी 28 कस्तुरबा गौंधी मार्ग नई दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक 9/5/2014

समय 1:31PM

वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव

उप निबन्धक, प्रथम

गाजियाबाद

9/5/2014

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

विक्रेता

क्रेता

श्री मै0 प्रोसपेरस कन्सल्टिंग प्रा0 लि0 आदि

द्वारा बिजेन्द्र सिंह

पुत्र श्री होराम सिंह

पेशा व्यापार/अन्य/स्त्री

निवासी 17 बी0 एम0 जी0 एफ0 हाऊस

असफअली रोड नई दिल्ली 110002

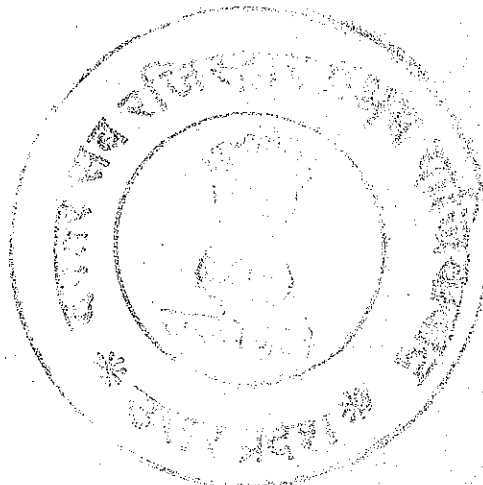


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पुत्र श्री मोहन लाल

पेशा व्यापार/अन्य/स्त्री

निवासी 28 कस्तुरबा गौंधी मार्ग नई दिल्ली



2014 (hereinafter referred to as the "Transferee", which expression unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns);

The Transferors and the Transferee may hereinafter also be referred to, individually as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Transferors are the absolute, legal, beneficial and registered owners having a clear and marketable title in the land parcels aggregating to 4.8800 Hectare (12.0585 Acre) situated at Village Shahpur Bamhetta, Pargana Dasna, NH-24, Ghaziabad and as more particularly described in Schedule I hereunder (hereinafter referred to as the "Land");

SCHEDULE I
(Details of the Said Land)

Khasra No.	Khasra Ext.	Total Area (in Hect.)	Transferred Area (in Hect.)	Company Name	Vasika No.	Vasika Date
1479		0.1520	0.0870	Prosperous Constructions Pvt.Ltd.	3790	17.06.05
1481		0.2530	0.0230	Dove Promoters Pvt. Ltd.	5971	20.09.05
1551		0.9610	0.0320	Logical Developers Pvt. Ltd.	3453	03.06.05
1553		0.2360	0.1360	GYAN KUNJ CONSTRUCTIONS Pvt. Ltd.	5199	12.08.05
1559		0.6320	0.3160	Dove Promoters Pvt. Ltd.	2470	18.04.07
1560		0.4050	0.2760	LOGICAL ESTATE Pvt. Ltd.	4176	04.07.05
1565	2	0.3330	0.1665	Prosperous Constructions Pvt.Ltd.	3714	15.06.05
1571		0.2910	0.0194	Snow White Buildcon Pvt. Ltd.	6081	10.07.06
1571		0.2910	0.0194	Logical Developers Pvt. Ltd.	6067	10.07.06
1571		0.2910	0.0194	Amar Deep Buildcon Pvt. Ltd.	5608	06.09.05
1572	Mil	0.1520	0.1520	Prosperous Buildcon Pvt. Ltd.	6069	10.07.06
1573		0.0380	0.0380	ZONEX ESTATES Pvt Ltd.	3940	24.06.05
1573	Mil	0.1390	0.1390	Dove Promoters Pvt.Ltd.	5971	20.09.05
1574	Mil	0.1900	0.0700	ZONEX ESTATES Pvt Ltd.	3958	25.06.05
1575	Mil	0.3290	0.0548	LOGICAL DEVELOPERS Pvt. Ltd.	2872	07.05.05
1576		0.0800	0.0800	PROSPEROUS BUILDCON Pvt.Ltd.	3617	10.06.05
1576		0.0500	0.0500	ZONEX ESTATES Pvt Ltd.	3940	24.06.05
1577		0.1520	0.0101	Logical Developers Pvt. Ltd.	3453	03.06.05
1577		0.1520	0.0101	Snow White Buildcon Pvt. Ltd.	4815	27.07.05
1577		0.1520	0.0101	Amar Deep Buildcon Pvt. Ltd.	5608	06.09.05
1578		0.3040	0.2280	LOGICAL ESTATE Pvt. Ltd.	4372	12.07.05
1579		0.2660	0.1000	LOGICAL ESTATE Pvt. Ltd.	4372	12.07.05
1580		0.4170	0.1100	ZONEX ESTATES Pvt Ltd.	3940	24.06.05
1586		0.3540	0.2360	AMAR DEEP BUILDCON Pvt. Ltd.	6079	10.07.06
1587		0.3920	0.1650	AMAR GYAN DEVELOPMENT Pvt.Ltd.	6065	10.07.06
1588		0.3670	0.0459	Utkarsh Buildcon Pvt. Ltd.	6080	10.07.06
1588		0.3670	0.0459	DEEP JYOTI PROJECTS Pvt. Ltd.	6073	10.07.06



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री लौकेश शर्मा

पुत्र श्री स्व० जे० पी० शर्मा

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील कम्पा० गा० बाद

व श्री अनुप सिंह

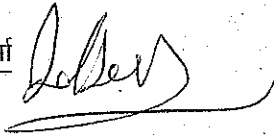
पुत्र श्री सम्मन सिंह

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील कम्पा० गा० बाद

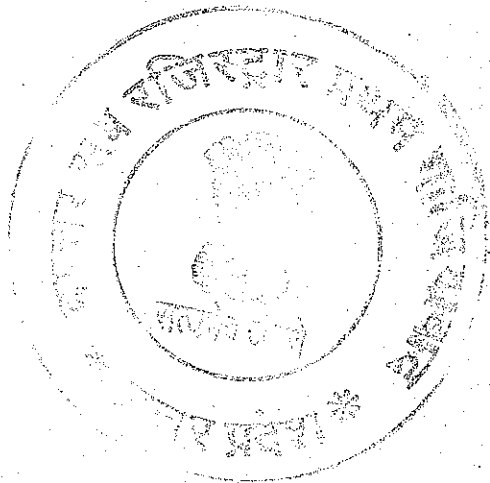
ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद
9/5/2014



1591		0.2280	0.1530	Prosperous Constructions Pvt.Ltd.	3742	16.06.05
1593		0.3410	0.1210	Prosperous Constructions Pvt.Ltd.	3790	17.06.05
1594		0.2780	0.1853	SNOW WHITE BUILDCON Pvt. Ltd.	6800	05.12.07
1596		0.4680	0.0780	DEEP JYOTI PROJECTS Pvt. Ltd.	6073	10.07.06
1602		0.2020	0.0449	SNOW WHITE BUILDCON Pvt. Ltd.	6078	10.07.06
1602		0.2020	0.0449	SANKALP PROMOTERS Pvt. Ltd.	6075	10.07.06
1629		0.5440	0.0604	GEMS BUILDCON Pvt. Ltd.	863	11.02.11
1641		0.2150	0.1075	LOGICAL DEVELOPERS Pvt. Ltd.	2866	07.05.05
1643		0.4300	0.0239	LOGICAL DEVELOPERS Pvt. Ltd.	2872	07.05.05
1643		0.4300	0.0956	LOGICAL ESTATE Pvt. Ltd.	3723	15.05.05
1644		0.3920	0.0218	LOGICAL DEVELOPERS Pvt. Ltd.	2872	07.05.05
1644		0.3920	0.0871	LOGICAL ESTATE Pvt. Ltd.	3723	15.06.05
1645	Mil	0.1140	0.1140	ZONEX ESTATES Pvt Ltd.	3973	25.06.05
1646	Mil	0.1720	0.0573	LOGICAL DEVELOPERS Pvt. Ltd.	3406	02.06.05
1646	Mil	0.1720	0.0287	ZONEX ESTATES Pvt Ltd.	3967	25.06.05
1646	Mil	0.1720	0.0860	ZONEX ESTATES Pvt Ltd.	4045	28.06.05
1646	Mil	0.1080	0.1080	Zonex Estates Pvt. Ltd.	3973	25.06.05
1650		0.3170	0.0704	Logical Developers Pvt. Ltd.	3406	02.06.05
1650		0.3170	0.2113	Zonex Estates Pvt. Ltd.	4013	27.06.05
1654		0.3670	0.2660	Zonex Estates Pvt. Ltd.	3954	24.06.05
1655	Mil	0.1810	0.0370	Zonex Estates Pvt. Ltd.	3973	25.06.05
1655	Mil	0.2860	0.0953	Logical Developers Pvt. Ltd.	3406	02.06.05
1655	Mil	0.2860	0.1430	Zonex Estates Pvt. Ltd.	4045	28.06.05
Total		Hect.	4.8800			
Total		Acre	12.0585			

- B. The Transferors have now agreed to transfer and convey all rights including develop & sell, title, entitlements, ownership and interest in the Land with all easements, privileges, rights appurtenant thereof as set forth in this Transfer Deed to the Transferee; and
- C. Relying on the representations, warranties, indemnities, stipulations, assurances, covenants and undertakings of the Transferors, including as set forth in the Recitals above, the Transferee is entering into this Transfer Deed for the transfer of the Land in its favor from the Transferors in accordance with the terms and conditions set out herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH HEREIN, THIS TRANSFER DEED WITNESSETH AS FOLLOWS:

1. TRANSFER AND CONVEYANCE

- 1.1 In consideration of the Transfer Consideration (as set out in Section 2 below), the Transferors doth hereby absolutely and forever, sell, transfer, convey and assure unto the Transferee the entire Land along with all exclusive rights, titles, ownership, interest and entitlements on the Land, free of all encumbrances.
- 1.2 The Transferors hereby agree and undertake that simultaneously with execution of this Transfer Deed, all original title deeds and other title documents including originals of all licenses, permits,

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विक्रेता

Registration No.: 3487

Year : 2,014

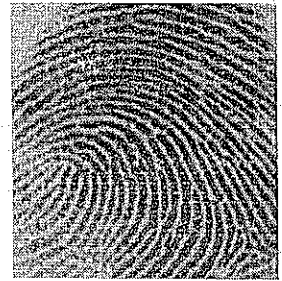
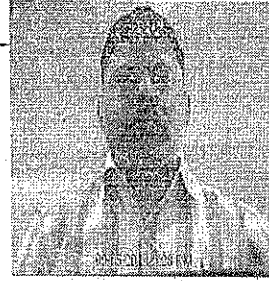
Book No. : 1

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होराम सिंह

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व्यापार/अन्य/स्त्री



registrations, authorizations etc. with respect of the Land have been handed over by the Transferors to the Transferee.

- 1.3 The Transferors also agree and undertake to execute all necessary deeds, power of attorneys, resolutions and other documents that may be required by the Transferee or its designee to effect and protect its complete and absolute right, title and interest to the Land and also for effective use, enjoyment, development and exploitation of the Land.

2. TRANSFER CONSIDERATION

- 2.1 In consideration of conveyance and transfer of the Land to the Transferee together with all other rights, entitlements, interests, ownerships and titles as set forth in this Transfer Deed and subject to compliance and performance by the Transferors with all other covenants and obligations as set forth in this Transfer Deed, the Transferee has agreed to pay a total consideration of Rs. 14,88,42,039/- (Rupees Fourteen Crore Eighty Eight Lakh Forty Two Thousand Thirty Nine Only) ("Transfer Consideration") to the Transferors in the manner set out below.
- 2.2 The Transferors acknowledge and agree that the Transferors have received from the transferee the following cheques towards the full & final Transfer Consideration amount of Rs. 14,88,42,039/- (Rupees Fourteen Crore Eighty Eight Lakh Forty Two Thousand Thirty Nine Only) as per details given in Schedule II hereunder written.

SCHEDULE II (Payment Schedule)

Sl. No.	Names of Owners Companies	Amount (Rs.)	Cheque No.	Amount (Rs.)	Cheque No.	TDS (Rs.)
1.	Amar Deep Buildcon Pvt. Ltd.	99000	000001	79,17,882	000016	80,979
2.	Amar Gyan Development Pvt. Ltd.	99000	000002	48,83,243	000017	50,326
3.	Deep Jyoti Projects Pvt. Ltd.	99000	000004	36,42,212	000018	37,790
4.	Dove Promoters Pvt. Ltd.	99000	000009	1,43,34,408	000019	1,45,792
5.	Gems Buildcon Pvt. Ltd.	99000	000011	17,24,803	000020	18,422
6.	Gyan Kunj Constructions Pvt. Ltd.	99000	000003	40,07,576	000021	41,481
7.	Logical Developers Pvt. Ltd.	99000	000007	1,47,72,241	000022	1,50,215
8.	Logical Estate Pvt. Ltd.	99000	000008	2,36,55,732	000023	239,947
9.	Prosperous Buildcon Pvt. Ltd.	99000	000006	69,06,336	000024	70,761

BA

[Signature]

क्रेता

Registration No. : 3487

Year : 2,014

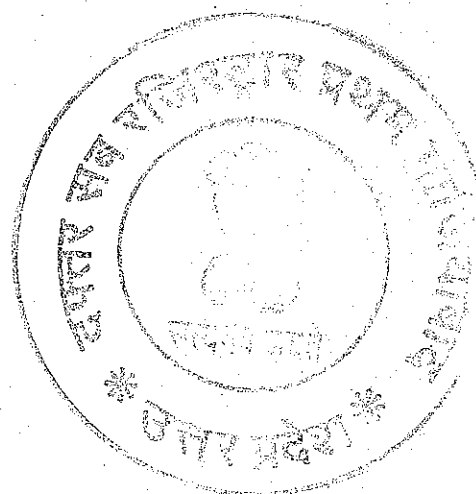
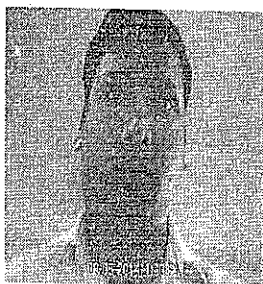
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0201 मै0 इकलौग कोनबिल्ड प्रा0 लि0 द्वारा रवि प्रकाश

मोहन लाल

28 कस्तुरबा गांधी मार्ग नई दिल्ली

व्यापार/अन्य/स्त्री



10.	Prosperous Constructions Pvt. Ltd.	99000	000010	1,58,29,081	000025	1,60,890
11.	Sankalp Promoters Pvt. Ltd.	99000	000015	12,56,774	000026	13,695
12.	Snow White Buildcon Pvt. Ltd.	99000	000014	77,42,749	000027	79,210
13.	Utkarsh Buildcon Pvt. Ltd.	99000	000013	12,86,969	000028	14,000
14.	Zonex Estates Pvt. Ltd.	99000	000012	3,80,07,612	000029	3,84,915
	Total	13,86,000		14,59,67,618		14,88,423
	GRAND TOTAL			Rs 14,88,42,039/-		

All of the above cheques are drawn on Bank of India, Asaf Ali Road, Delhi

- 2.3 The Parties agree and acknowledge that the payment of the Transfer Consideration is subject to the deduction of applicable tax at source, as required under the Income Tax Act.
- 2.4 In consideration thereof, all rights, title, interest, ownership in the Property/Land are hereby absolutely sold, conveyed and transferred by the Transferors in favour of the Transferee and hereafter vest absolutely with the Transferee in perpetuity and the Transferors do not have any right or interest in the Land of any nature whatsoever. The Transferee shall have the absolute right to use, transfer, assign, develop & sell, convey, encumber, charge, mortgage, exploit the Land to any person at such terms and conditions it deems fit and proper at its sole discretion and deal with the Land in any manner whatsoever.

3. COVENANTS, OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF THE TRANSFERORS

The Transferors, jointly and severally, hereby represent, covenant, warrant and undertake to the Transferee as under:

3.1 Possession

- (a) The Transferors agree and undertake to the Transferee that from the date hereof, the Transferee shall be solely and absolutely entitled to peacefully and quietly hold, enter upon, have, occupy, possess, use and enjoy the Land granted, conveyed, transferred, and assured with their appurtenances and to receive the rents, issues and profits and any other benefits that may be accruing from the Land, without any hindrance, interruption, disturbance, interference, claim, suit, eviction or demand of any nature whatsoever from the Transferors, their successors or assigns or from any person or persons lawfully or equitably claiming under or in trust for it or them or any of them or any other person.
- (b) The Transferors do hereby, for themselves and their successors and assigns, agree and undertake to the Transferee that, notwithstanding any act, deed, matter or thing whatsoever by the Transferors or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Transferors have a good right, full

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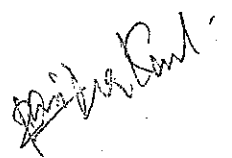
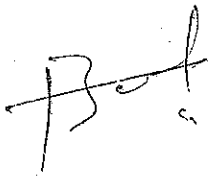


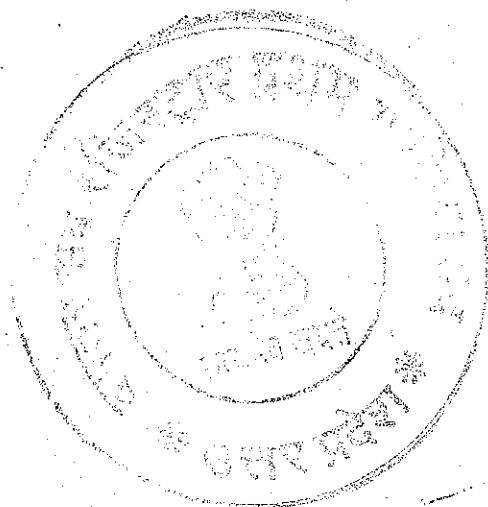
power and absolute authority to grant, convey, sell, transfer and assure the Land so as to be unto and to the use of the Transferee.

3.2

Title

- (a) The Land admeasures 4.8800 Hectare (12.0585 Acre) and the description of the Land provided in **Schedule I** is true and correct. All estate, interest, ownership, right, entitlement and title in the Land vests with the Transferors and the Transferors have full power and absolute authority to hand over full, legal, physical, vacant and peaceful possession of the entire Land in terms of this Transfer Deed and to receive the consideration and to give valid and effectual receipt for the same.
- (b) The Transferors represent and warrant that they possess clear, marketable, unfettered, absolute and unrestricted right, ownership, title and interest in the Land and are the sole, absolute and exclusive owners of the Land and no other person has any right, title, interest, claim or concern of any nature therein and the Transferors are absolutely entitled to sell, transfer, alienate, develop and sell the same in any manner whatsoever. The Transferors have made all payments that are required to be made in terms of the sale deed/documents under which the Land was acquired, and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Transferors.
- (c) The Transferors have not entered into any agreement or arrangement with any person or persons for disposing of or dealing with the Land or any part thereof or each of the Transferors' right, title and interest in the Land in any manner whatsoever, where the Transferee is not a signatory. Further the Transferors are not party to any agreement, to which the Transferee is not a signatory, for estate contract, option, development, right of pre-emption or similar matter whereby any third party has a contractual right or obligation to acquire an estate or develop the Land.
- (d) The Transferors represent and warrant that there are no surviving rights, claims, demand, dues, entitlements or obligations of any nature whatsoever pertaining to the Land and the Transferors shall at all times keep the Transferee indemnified against any such claims, demands, costs, arising out of or relating to the same and pertaining to the Land.
- (e) There are no circumstances which exist that would restrict or terminate the continued occupation, use and enjoyment of the Land by the Transferee. There are no acts or omissions on the part of the Transferors including without limitation (i) any non payment or delayed payment of any statutory dues; (ii) any modification in the usage of the Land and, or, any act or omission which in any manner interferes with or otherwise adversely affects or may affect the rights of the Transferee to use, own and occupy the Land.
- (f) The Land and all parts of it are free from all kinds of encumbrance including any prior sale/agreement to sell, gift, mortgage, charge, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell, loan, surety, security, lien, court injunction, stay order, charges, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered encumbrance whatsoever.

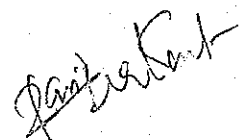
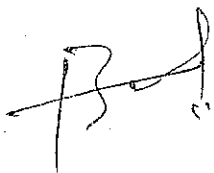




- (g) The Land has not been acquired in violation of applicable law, including, without limitation, laws in relation to urban land ceiling.
- (h) No notice for acquisition has been issued in respect of any portion of the Land nor has any portion of the Land been acquired under the Land Acquisition Act or any other applicable law.
- (i) Copies of all documents supplied by the Transferors, including, without limitation, the sale deeds, mutation certificates, power of attorney and other documents relating to the acquisition of the Land by the Transferors and other aspects are true and correct in all respects and the originals of these documents have been handed over by the Transferors to the Transferee at the time of execution of this Transfer Deed.
- (j) The Land is neither the subject matter of any HUF (Hindu undivided family) nor does it belong to a joint Hindu family and no part of the Land is owned by any minor and/ or no minor has any right, title, interest and claim or concern of any nature whatsoever with the Land.
- (k) Compliance is being made and has at all times been made with all applicable statutes, byelaws, permits, obligations, statutory instruments, conditions, restrictions and requirements with respect to the Land, its ownership, occupation, possession, use and there is no outstanding or unobserved obligation with respect to the Land necessary to comply with the requirements (whether formal or informal) of any authority including governmental, statutory, administrative, judicial, municipal authorities exercising statutory or delegated powers in relation to the Land.
- (l) On the date of the execution of the Transfer Deed hereof, the Transferors shall be left with no right, interest or title in the Land nor in any development and construction thereon, whether existing or developed in future, and that the Transferee shall have the absolute right to transfer, assign, convey, encumber, charge, mortgage the Land to any person at such terms and conditions as it deems fit and proper, at its sole discretion, and deal with the Land in any manner whatsoever without any interference and hindrance from the Transferors including handing over of possession of the entire Land. All development and constructions, future or existing on the Land shall vest with and be owned exclusively by the Transferee.

3.3 No Adverse Possession

- (a) The Transferors have not created any third party rights of any nature whatsoever on the Land either as lessees, licensees, trespassers or squatters.
- (b) The Land or any part thereof is not subject to any covenants, restrictions, stipulations, easements, licences, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.
- (c) No third party is in adverse possession of the Land or has acquired or claimed or is acquiring any rights adversely affecting the Land.



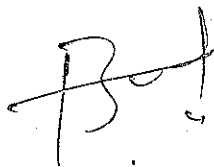
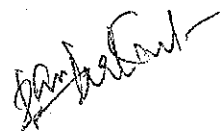


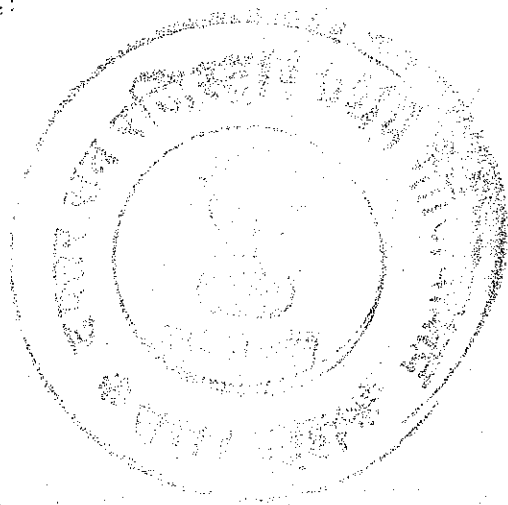
Development/ Construction

- (a) The Transferors hereby agree that from the date of execution of this Transfer Deed, all rights and entitlements of the Transferors under any existing or subsisting agreements/ arrangements pertaining to the Land shall automatically and absolutely vest with the Transferee and the Transferors shall not make any claims of any nature whatsoever in such rights and entitlements of the Transferee.
- (b) The Transferors agree, acknowledge and undertake that they shall not take any steps, deeds or actions with respect to the Land and shall not make applications for any sanctions/ lay-out plans to any governmental, statutory, administrative, judicial, municipal authorities or enter into any understanding, arrangement or agreement with any third party for raising any construction or development on the Land in any manner whatsoever. The Transferors further undertake that they shall not do any act, deed or steps which may (i) impact, obstruct, affect or jeopardise, in any manner whatsoever, the usage, entitlements, privileges, occupation, benefits, rights (including rights of passage, easement rights etc.) of the Transferee in the Land or physical and peaceful possession of the Land with the Transferee and other rights and entitlements and titles of the Transferee as set forth in this Transfer Deed; and, or, (ii) diminish the value of the Land in any manner whatsoever.
- (d) The Transfer herein shall include Transfer and conveyance from the Transferors to the Transferee of the entire Land including all areas, developments, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water-courses, lights, liberties, privileges, easements, right of ingress and egress, profits, advantages, rights and appurtenances whatsoever on the Land or ground hereditaments or land areas and premises or any part thereof appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed thereof and to belong or be appurtenant thereto and all the estate right, title, interest, claim and demand whatsoever of the Transferors in, to, out of and upon the Land hereditaments and premises, and every part thereof to have and to hold the Land, hereditaments and premises hereby granted, conveyed, transferred and assured or intended or expressed so to be with their and every of their rights, title, interest, privileges and appurtenances unto and to the use and benefit of the Transferee forever and absolutely.

Litigation

- (a) The Transferors further represent and warrant that there have not been and there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or, threatened against or with respect to the Land. In the event it is later found that the Land is under any dispute of any nature whatsoever, the Transferors undertake to keep and hold the Transferee indemnified and harmless from all losses, damages, costs and expenses suffered and, or, incurred by the Transferee.
- (b) There have been no disputes or litigation touching or concerning the Land or any part thereof and there is no circumstance, fact or act or any impediment prejudicially affecting the Transferors' right or authority to sell and transfer the Land or any part thereof and to deliver the vacant possession of the Land to the Transferee.



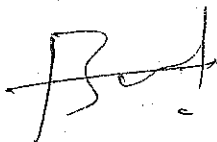
- (c) The Transferors represent to the Transferee that they have not received any notices, letters or any other communications of any nature whatsoever from any governmental, statutory, administrative, judicial, municipal authorities in respect of any matter which may affect in any manner the enjoyment of the Land or entitlement of the Transferors to sell/transfer the Land in any manner whatsoever.
- (d) The Transferors further represent and assure to the Transferee that they have not received any compensation in respect of the Land from the governmental, statutory, administrative, judicial, municipal authorities or any other third party or entity and have not delivered or agreed to deliver possession of the Land to such third party or entity or the Government.
- (e) There exists no distress, charging order, garnishee order, recovery proceedings, as arrears of land revenue or otherwise, execution or other process which a court or recovery officer or similar body or authority may use to enforce sale and/or create any restriction of any nature on the sale and transfer of the Land or any part thereof in the manner contemplated herein with regard to payment of any debt, tax, duty, cess or outstanding, of any nature whatsoever.

3.6 Past Dues

- (a) In the event any taxes, charges, rents, demands, claims, revenue, cesses, penalties or any other amounts payable towards any municipality or authority and, or, any other entity in respect of the Land are found to be due, for the period pertaining till the date hereof, the same shall be the sole responsibility of the Transferors irrespective of when the bill or notice for such payment has been issued or received and the Transferors undertake to keep and hold the Transferee indemnified and harmless from all losses, damages, costs and expenses suffered and, or, incurred by the Transferee.
- (b) There are no tax recovery dues pending or payable by the Transferors in respect of the Land.
- (c) All expenses and costs pertaining to the release of charges and approval from the concerned governmental, statutory, administrative, judicial, municipal authorities for transfer/sale of the Land in favour of the Transferee shall be borne and paid by the Transferors. The Transferors undertake to keep and hold the Transferee indemnified in this regard.
- (d) The Transferors have paid or will pay and remain liable to pay costs and all other taxes, levies and dues whatsoever payable in respect of the Land to the Government or any local authority till the date of registration of the Transfer Deed and thereafter the Transferee shall bear and pay such taxes and charges pertaining to the Land.

3.7 Other Representations

- (a) There is no other matter of which the Transferors are or ought to be aware on reasonable enquiry which adversely affects the value of the Land or casts any doubt on the right or title of the Transferors thereto or on the permitted use of the Land.





- (b) There is no prohibition on carrying out construction/ development on any part of the Land. ✓
- (c) The Transferors have the full power and authority to enter into, execute and deliver this Transfer Deed and any other deeds, documents or agreements contemplated hereunder or pursuant hereto and to perform the transaction contemplated hereunder.
- (d) This Transfer Deed constitutes a legal, valid and binding obligation on the Transferors, enforceable against it in accordance with its terms.
- (e) There are no acts, steps, deeds, omissions or commissions made which prohibit or impact the execution of this Transfer Deed or the transfer of the Land in favour of the Transferee.
- (f) The execution, delivery and performance of this Transfer Deed by the Transferors and the consummation of the transaction contemplated hereunder shall not: (i) violate any provision of its constitutional or governance documents (including their respective memorandum and articles of association); (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

3.8 Separate Warranties

Each of the representations, warranties, covenants and obligations set forth in this Section 3 shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Transfer Deed or qualified by any actual or constructive knowledge on the part of the Transferee or any of its agents, representatives, officers or employees. Each of the recitals shall be treated as representation and warranty of the Transferors. All representations, warranties, obligations, covenants and indemnities of the Transferors under this Transfer Deed shall be joint and several.

4. INDEMNIFICATION

The Transferors hereby, jointly and severally, agree and undertake that they shall, at all times, keep and hold the Transferee and its directors, officers and employees fully indemnified, saved, defended and harmless, from and against all claims, suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities and demands which the Transferee may bear, incur or suffer, and, or, which may be made, levied or imposed on the Transferee, and, or, claimed from the Transferee, due to or by reason or virtue of (i) any defect in or want of title or in relation to the marketability or possession or quiet enjoyment of the Land or any part thereof; (ii) any legal, quasi-legal, administrative, claims, actions, notices, litigations, arbitrations, mediation, conciliation, garnishee or other proceedings of any nature whatsoever against or with respect to the Land or any portion thereof or against the Transferors relating to the Land; (iii) any of the representations, warranties, assurances and other terms and conditions of this Transfer Deed being found to be false, untrue and, or, misleading in any manner whatsoever; and, or, (iv) breach of the Transferors' obligations, covenants and undertakings under this Transfer Deed; and, or, (v) Transferors having suppressed or concealed any facts, documents or information from the Transferee.

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5. **COSTS & EXPENSES**

The stamp duty, transfer duty, registration fee, and all other costs related to the Transfer Deed shall be borne by the Transferee.

6. **MISCELLANEOUS**

The Transferors and the Transferee confirm that they have passed necessary board resolutions for the purposes of giving effect to the transactions contemplated herein and a copy of such resolutions is annexed herewith at Annexure A.

The stamp duty is remitted on the present instrument of Transfer deed as the transaction of Transfer is entered among the 100% wholly owned subsidiary companies (here-in-after referred to as Transferors and Transferee) of a common holding company, M/s. Shrey Promoters Private limited in pursuance to the Notification no. 1 dated 16-01-1937 issued by governor general in council and made applicable to the state of Uttar Pradesh vide notification no. M.599/X-501 dated 25-03-1942 issued by the Finance Department of State of Uttar Pradesh and Notification no. S.V.K.N.-5-4720/11-2009-500(129)/2009 dated 10-09-2009 issued by Kar Evam Nibandhan Anubhag-5, State Government of Uttar Pradesh. The said notification have not been cancelled and are still in existence till date and the exemptions under the said notifications are applicable. The Transferors and Transferee companies are limited by shares as defined under the Companies Act, 1956. The 100% share capital of Transferors and Transferee are beneficially hold by common holding company, M/s. Shrey Promoters Private Limited and the Transferors and Transferee companies have obtained certificates in this regard from the Registrar of Companies, State of Uttar Pradesh, Kanpur, Uttar Pradesh, enclosed herewith. Hence, no stamp duty is being paid on this document.

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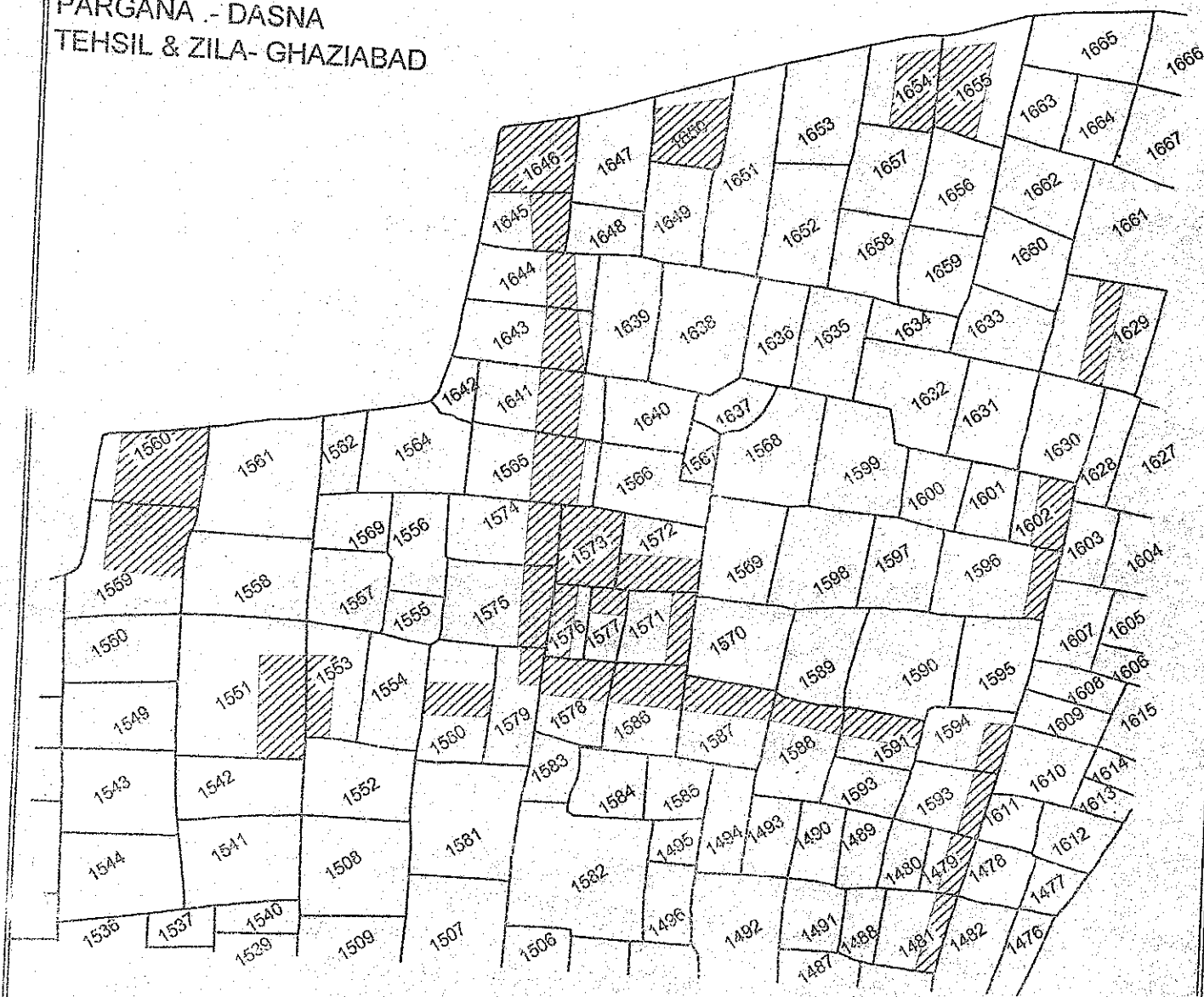
SITE PLAN

KHASRA No. - 1479, 1481, 1551, 1553, 1559, 1560, 1565, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1586, 1587, 1588, 1591, 1593, 1594, 1596, 1602, 1629, 1641, 1643, 1644, 1645, 1646, 1650, 1654, 1655,

VILLAGE - SHAHPUR BAMHETA

PARGANA - DASNA

TEHSIL & ZILA- GHAZIABAD



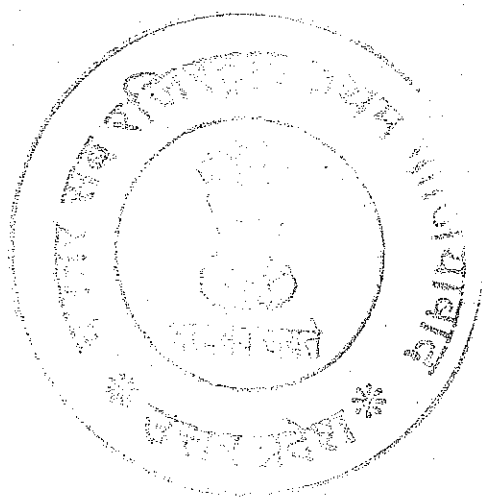
TOTAL LAND AREA = 4.8800 Hectare

SELLER:-

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PURCHASER:-

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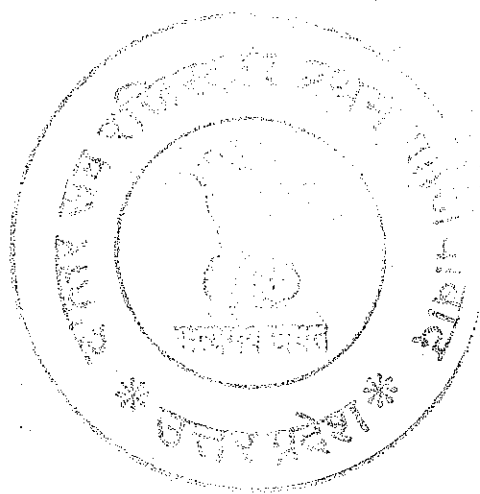


ANNEXURE A
(Registered Office Details of Transferors)

Sl. No.	Name of Company	Registered Office	Date of Board Resolution
1	Amar Deep Buildcon Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
2	Amar Gyan Development Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
3	Deep Jyoti Projects Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
4	Dove Promoters Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
5	Gems Buildcon Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
6	Gyan Kunj Constructions Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
7	Logical Developers Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
8	Logical Estate Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
9	Prosperous Buildcon Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
10	Prosperous Constructions Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
11	Sankalp Promoters Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
12	Snow White Buildcon Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
13	Utkarsh Buildcon Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014
14	Zonex Estates Pvt. Ltd.	17-B, MGF House, Asaf Ali Road, New Delhi - 110002	27-01-2014

B. C.

pankaj



AMARDEEP BUILDCON PRIVATE LIMITED

(Regd. Off.: - 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 4.3201 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

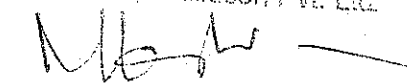
S.NO.	Name of the company	Area (Hectare)
1	ETHER CONBUILD PVT. LTD	0.7219
2	EXPANSE CONBUILD PVT. LTD.	0.5811
3	EDICT CONBUILD PVT. LTD.	0.2280
4	ELIXIR CONBUILD PVT. LTD.	0.4810
5	ELVER CONBUILD PVT. LTD.	0.4680
6	EXPONENT CONBUILD PVT. LTD.	0.3752
7	SUN BUILDMART PVT. LTD.	0.0890
8	EDIFICE CONBUILD PVT. LTD.	0.4886
9	ALLEGIANCE CONBUILD PVT. LTD.	0.2348
10	INCREDIBLE INFRASTRUCTURE PVT. LTD.	0.3048
11	ECLOGUE CONBUILD PVT. LTD.	0.2655
12	POTENTIAL PROPBUILD PVT. LTD.	0.0371
13	EDDY CONBUILD PVT. LTD.	0.0114
14	GENTIAN PROPBUILD PVT. LTD.	0.0337
	TOTAL	4.3201

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

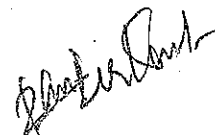
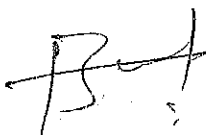
CERTIFIED TO BE TRUE

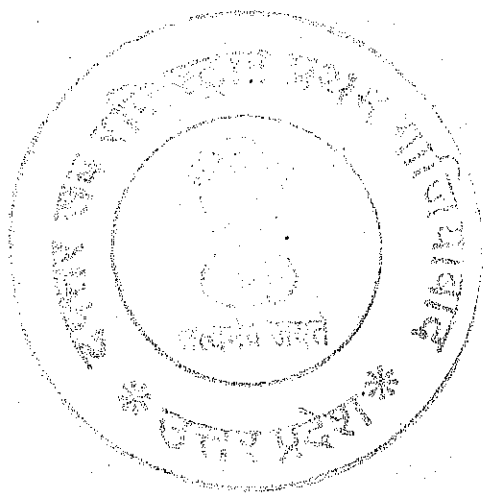
For Amardeep Buildcon Private Limited



Director/Authorised Signatory

CIN - U45201DL2005PTC138136, Email Id - corp.mails@gmail.com, Tel.:-(+91 11) 4152 1155





AMAR GYAN DEVELOPMENTS PRIVATE LIMITED

(Regd. Off.: - 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27th JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 1.7502 hectares of land of the company situated at Village Shahpur Barnhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

S.NO.	Name of the company	Area (Hectare)
1	EDICT CONBUILD PRIVATE LIMITED	0.8447
2	ESTUARY CONBUILD PRIVATE LIMITED	0.0300
3	EXPONENT CONBUILD PRIVATE LIMITED	0.4300
4	SAGACIOUS CONBUILD PRIVATE LIMITED	0.1290
5	ALLEGIANCE CONBUILD PRIVATE LIMITED	0.1515
6	ECLOGUE CONBUILD PVT. LTD.	0.1650
	TOTAL	1.7502

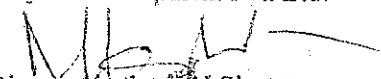
RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

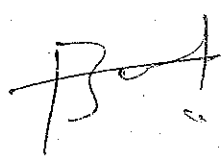
CERTIFIED TO BE TRUE

For Amar Gyan Development Private Limited

For Amar Gyan Development Pvt. Ltd.


Director/Authorised Signatory
Director

CIN - U45201DL2005PTC138010, Email Id - corp.mails@gmail.com, Tel.:-(+91 11) 4152 1155







DEEP JYOTI PROJECTS PRIVATE LIMITED

(Regd. Off.: - 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 3.1961 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

S.NO.	Name of the company	Area (Hectare)
1	ETHER CONBUILD PVT. LTD	0.0527
2	EXPANSE CONBUILD PRIVATE LIMITED	0.1835
3	EDICT CONBUILD PRIVATE LIMITED	0.4680
4	ELIXIR CONBUILD PRIVATE LIMITED	0.5644
5	ELVER CONBUILD PRIVATE LIMITED	0.0562
6	EXPONENT CONBUILD PRIVATE LIMITED	0.1010
7	SUN BUILD MART PRIVATE LIMITED	0.5960
8	EDIFICE CONBUILD PRIVATE LIMITED	0.2317
9	SAGACIOUS CONBUILD PRIVATE LIMITED	0.1853
10	ALLEGIANCE CONBUILD PRIVATE LIMITED	0.0950
11	INCREDIBLE INFRASTRUCTURE PVT. LTD.	0.1877
12	ECLOGUE CONBUILD PVT. LTD.	0.1239
13	GENTIAN PROPBUILD PVT. LTD.	0.1117
14	EDDY CONBUILD PRIVATE LIMITED	0.2390
	TOTAL	3.1961

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE

For Deep Jyoti Projects Private Limited

For Deep Jyoti Projects Private Ltd.

Director
Authorized Signatory

BA

BA



DOVE PROMOTERS PRIVATE LIMITED

(Regd. Off.:- 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 2.0460 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

S.NO.	Name of the company	Area (Hectare)
1	EXPONENT CONBUILD PRIVATE LIMITED	0.8760
2	WEDGE PROPERTIES PVT. LTD	0.4050
3	ALLEGIANCE CONBUILD PRIVATE LIMITED	0.2870
4	ECLOGUE CONBUILD PVT. LTD.	0.4780
	TOTAL	2.0460

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

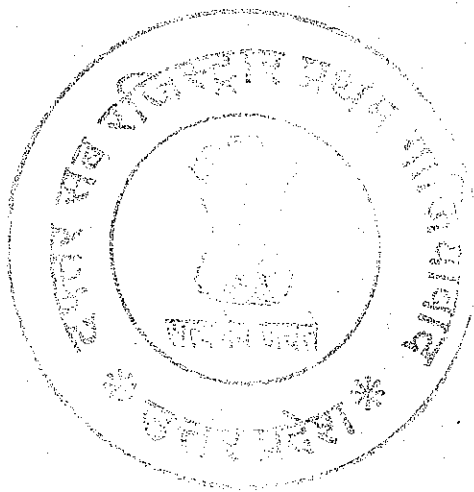
RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE
For Dove Promoters Private Limited

For DOVE PROMOTERS PVT LTD

Director
Authorized Signatory

CIN - U45201DL2004PTC128386, Email Id - corp.mails@gmail.com, Tel.:-(+91 11) 4152 1155



GEMS BUILDCON PRIVATE LIMITED

(Regd. Off. :- 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 1.2254 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

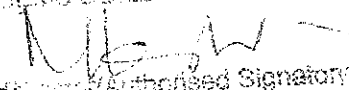
S.NO.	Name of the company	Area (Hectare)
1	ETHER CONBUILD PRIVATE LIMITED	0.1027
2	EXPANSE CONBUILD PRIVATE LIMITED	0.2843
3	ESTUARY CONBUILD PRIVATE LIMITED	0.2910
4	WEDGE PROPERTIES PVT. LTD	0.4870
5	ECLOGUE CONBUILD PVT. LTD.	0.0604
	TOTAL	1.2254

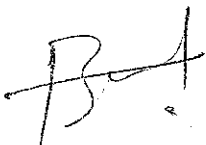
RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

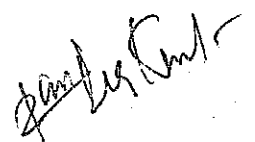
RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE
For Gems Buildcon Private Limited

For GEMS BUILDCON PVT. LTD.


Director/Authorised Signatory







GYANKUNJ CONSTRUCTIONS PRIVATE LIMITED

(Regd. Off.: - 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27th JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 2.5847 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s):

S.NO.	Name of the company	Area (Hectare)
1	ETHER CONBUILD PRIVATE LIMITED	0.4150
2	EXPANSE CONBUILD PRIVATE LIMITED	0.3040
3	EDGE CONBUILD PRIVATE LIMITED	0.5060
4	EDICT CONBUILD PRIVATE LIMITED	0.1748
5	INCREDIBLE INFRASTRUCTURE PVT. LTD.	0.2000
6	ECLOGUE CONBUILD PVT. LTD.	0.1360
7	POTENTIAL PROPBUILD PRIVATE LIMITED	0.4050
8	EDDY CONBUILD PRIVATE LIMITED	0.1439
	TOTAL	2.2847

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

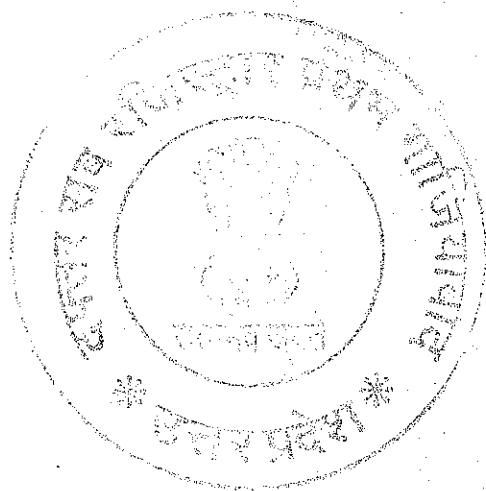
CERTIFIED TO BE TRUE

For Gyankunj Constructions Private Limited

For Gyankunj Constructions Pvt Ltd

Director/Auth. Signature
Director

CIN - U45201DL2005PTC138007, Email Id - corp.mailst@gmail.com, Tel.:-(+91 11) 4152 1155.



LOGICAL DEVELOPERS PRIVATE LIMITED

(Regd. Off:- 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 3.8438 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s):

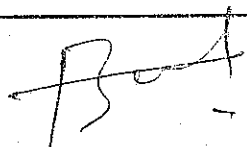
S.NO.	Name of the company	Area (Hectare)
1	ELIXIR CONBUILD PVT. LTD.	0.0351
2	ELVER CONBUILD PVT. LTD.	0.0820
3	ESTUARY CONBUILD PVT. LTD.	0.1000
4	EXPONENT CONBUILD PVT. LTD.	0.1248
5	WEDGE PROPERTIES PVT. LTD.	0.1170
6	EDIFICE CONBUILD PVT. LTD.	0.4393
7	SAGACIOUS CONBUILD PVT. LTD.	0.6530
8	POTENTIAL PROPBUILD PVT. LTD.	0.2967
9	EDDY CONBUILD PVT. LTD.	0.1232
10	GENTIAN PROPBUILD PVT. LTD.	0.2476
11	EDGE CONBUILD PRIVATE LIMITED	0.1850
12	SUN BUILDMART PRIVATE LIMITED	0.4513
13	ALLEGIANCE CONBUILD PRIVATE LIMITED	0.3859
14	ECLOGUE CONBUILD PVT. LTD.	0.4925
15	INCREDIBLE INFRASTRUCTURE PVT. LTD.	0.1094
	TOTAL	3.8438

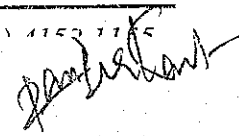
RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE
For Logical Developers Private Limited


Director
Director / Auth. Signatory







LOGICAL ESTATES PRIVATE LIMITED

(Regd. Off:- 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 4.2146 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s):

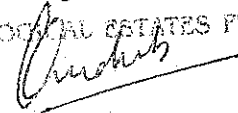
S.NO.	Name of the company	Area (Hectare)
1	ETHER CONBUILD PRIVATE LIMITED	0.0728
2	SUN BUILD MART PRIVATE LIMITED	0.3765
3	EDIFICE CONBUILD PRIVATE LIMITED	0.9113
4	SAGACIOUS CONBUILD PRIVATE LIMITED	0.5461
5	ALLEGIANCE CONBUILD PRIVATE LIMITED	0.2090
6	INCREDIBLE INFRASTRUCTURE PVT. LTD.	0.9362
7	ECLOGUE CONBUILD PVT. LTD.	0.7867
8	EDDY CONBUILD PRIVATE LIMITED	0.1740
9	GENTIAN PROPBUILD PVT. LTD.	0.2020
	TOTAL	4.2146

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

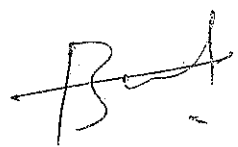
RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

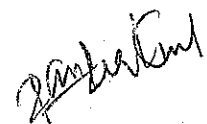
CERTIFIED TO BE TRUE
For Logical Estates Private Limited

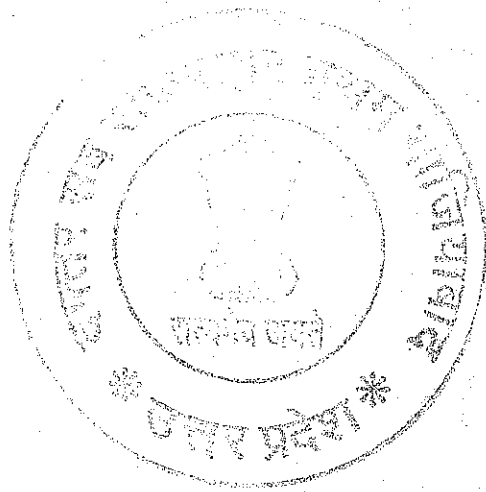
For LOGICAL ESTATES PVT LTD


Director/Authorised Signatory

CIN - U45202DL2001PTC113257, Email Id - corp.mails@gmail.com, Tel.:-(+91 11) 4152 1155







PROSPEROUS BUILDCON PRIVATE LIMITED

(Regd. Off.:- 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 1.0290 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

S.NO.	Name of the company	Area (Hectare)
1	SUN BUILDMART PRIVATE LIMITED	0.1390
2	SAGACIOUS CONBUILD PRIVATE LIMITED	0.1520
3	INCREDIBLE INFRASTRUCTURE PVT. LTD.	0.1900
4	ECLOGUE CONBUILD PVT. LTD.	0.2320
5	GENTIAN PROPBUILD PVT. LTD.	0.3160
	TOTAL	1.0290

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE

For Prosperous Buildcon Private Limited

For Prosperous Buildcon Pvt. Ltd

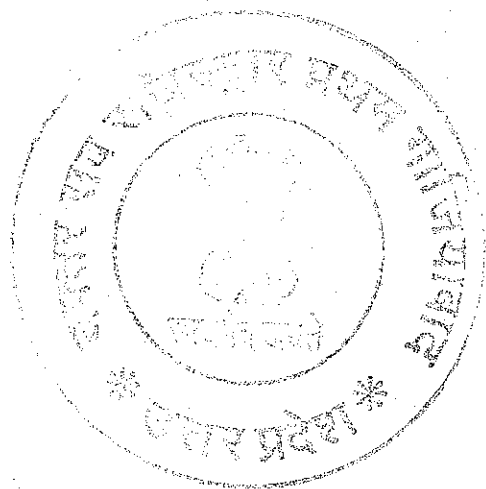
Director

Director Authorized Signatory

CIN - U45201DL2004PTC128385, Email Id - corp.mails@gmail.com, Tel.:-(+91 11) 4152 1155

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PROSPEROUS CONSTRUCTIONS PRIVATE LIMITED

(Regd. Off.: - 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 5.0120 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

S.NO.	Name of the company	Area (Hectare)
1	EDIFICE CONBUILD PRIVATE LIMITED	1.1400
2	SAGACIOUS CONBUILD PRIVATE LIMITED	1.8840
3	ALLEGIANCE CONBUILD PRIVATE LIMITED	1.1440
4	INCREDIBLE INFRASTRUCTURE PVT. LTD.	0.1665
5	ECLOGUE CONBUILD PVT. LTD.	0.5275
6	EDDY CONBUILD PRIVATE LIMITED	0.1500
	TOTAL	5.0120

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE
For Prosperous Constructions Private Limited
For PROSPEROUS CONSTRUCTION PVT. LTD.

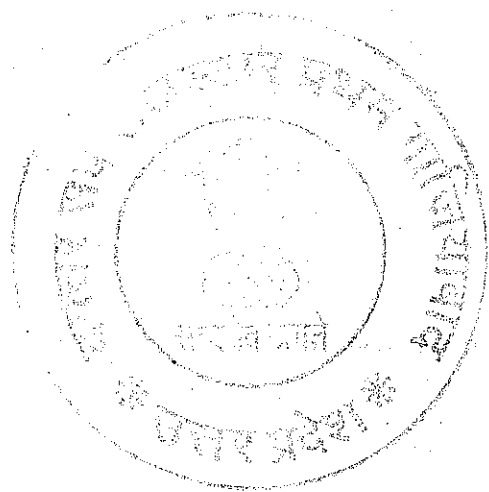
Director

Authorized Signatory

CIN - U45201DL2004PTC124111, Email Id - corp.mails@gmail.com, Tel.:- (+91 11) 4152 1155

[Handwritten Signature]

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SANKALP PROMOTERS PRIVATE LIMITED

(Regd. Off.: - 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 1.5064 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

S.NO.	Name of the company	Area (Hectare)
1	EDICT CONBUILD PRIVATE LIMITED	0.1770
2	ELIXIR CONBUILD PRIVATE LIMITED	0.3073
3	ELVER CONBUILD PRIVATE LIMITED	0.1743
4	ESTUARY CONBUILD PRIVATE LIMITED	0.4745
5	WEDGE PROPERTIES PVT. LTD	0.1684
6	ALLEGIANCE CONBUILD PRIVATE LIMITED	0.1600
7	ECLOGUE CONBUILD PVT. LTD.	0.0449
	TOTAL	1.5064

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE

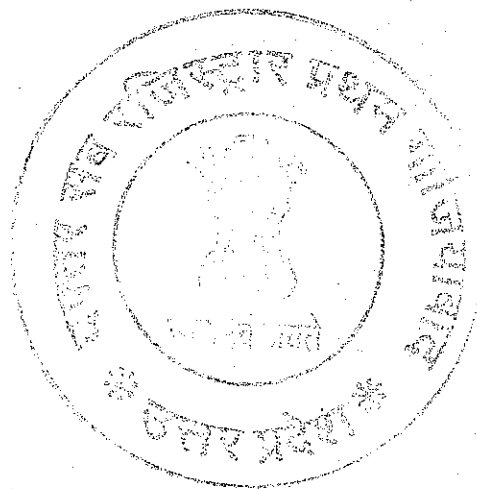
For Sankalp Promoters Private Limited

For Sankalp Promoters Pvt. Ltd.

Director

Director/Authorized Signatory

CIN - U45201DL2005PTC140047, Email Id - corp.mails@gmail.com, Tel.:-(+91 11) 4152 1155.



SNOW WHITE BUILDCON PRIVATE LIMITED

(Regd. Off.: - 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 2.8059 hectares of land of the company situated at Village Shahpur Barnhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

S.NO.	Name of the company	Area (Hectare)
1	ETHER CONBUILD PRIVATE LIMITED	0.8832
2	EXPANSE CONBUILD PRIVATE LIMITED	0.1338
3	EDICT CONBUILD PRIVATE LIMITED	0.1770
4	ESTUARY CONBUILD PRIVATE LIMITED	0.2910
5	EXPONENT CONBUILD PRIVATE LIMITED	0.0388
6	WEDGE PROPERTIES PVT. LTD	0.5050
7	SUN BUILDMART PRIVATE LIMITED	0.0270
8	ALLEGIANCE CONBUILD PRIVATE LIMITED	0.3658
9	ECLOGUE CONBUILD PVT. LTD.	0.2597
10	GENTIAN PROPBUILD PVT. LTD.	0.0224
11	POTENTIAL PROPBUILD PRIVATE LIMITED	0.1012
	TOTAL	2.8059

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE

For Snow White Buildcon Private Limited

For Snow White Buildcon Pvt. Ltd.

Director

Director/Authorised Signatory

CIN - U45201DL2005PTC138131, Email id - corp.mails@gmail.com, Tel.:-(+91 11) 4152 1155



UTKARSH BUILDCON PRIVATE LIMITED

(Regd. Off.:- 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 1.4523 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

S.NO.	Name of the company	Area (Hectare)
1	ETHER CONBUILD PRIVATE LIMITED	0.0527
2	ELIXIR CONBUILD PRIVATE LIMITED	0.2210
3	ELVER CONBUILD PRIVATE LIMITED	0.2715
4	WEDGE PROPERTIES PVT. LTD	0.0832
5	SUN BUILDMART PRIVATE LIMITED	0.1830
6	ALLEGIANCE CONBUILD PRIVATE LIMITED	0.2660
7	ECLOGUE CONBUILD PVT. LTD.	0.0459
8	POTENTIAL PROPBUILD PRIVATE LIMITED	0.3290
	TOTAL	1.4523

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE
For Utkarsh Buildcon Private Limited

For UTKARSH BUILDCON PVT. LTD.

Director
Director/Authorized Signatory

CIN - U45201DL2005PTC140949, Email Id - corp.mails@gmail.com, Tel.:-(+91 11) 4152 1155



ZONEX ESTATES PRIVATE LIMITED

(Regd. Off.: - 17-B, MGF House, Asaf Ali Road, New Delhi - 110002)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to transfer 4.7855 hectares of land of the company situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, to the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferee (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s) :

S.NO.	Name of the company	Area (Hectare)
1	EXPONENT CONBUILD PRIVATE LIMITED	0.1433
2	EDIFICE CONBUILD PRIVATE LIMITED	1.2526
3	SAGACIOUS CONBUILD PRIVATE LIMITED	0.1520
4	ALLEGIANCE CONBUILD PRIVATE LIMITED	0.2000
5	INCREDIBLE INFRASTRUCTURE PVT. LTD.	1.5112
6	ÉCLOGUE CONBUILD PVT. LTD.	1.2620
7	POTENTIAL PROPBUILD PRIVATE LIMITED	0.2360
8	EDDY CONBUILD PRIVATE LIMITED	0.0284
	TOTAL	4.7855

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for transferring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferee companies.

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferee(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE

For Zonex Estates Private Limited

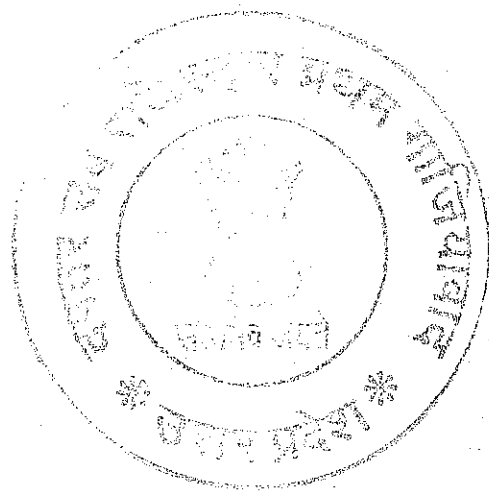
For ZONEX ESTATES PVT. LTD.

Director/Authorised Signatory

CIN - U45202DL2001PTC113392, Email Id - corp.mails@gmail.com, Tel.:- (+91 11) 4152 1155

[Handwritten Signature]

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ECLOGUE CONBUILD PRIVATE LIMITED

(Regd. Off.: ECE House, 28, Kasturba Gandhi Marg, New Delhi - 110001)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 27TH JANUARY, 2014

"RESOLVED THAT the consent of the board of directors of the company be and is hereby accorded to acquire 4.880 hectares of land situated at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad, Uttar Pradesh, from the below mentioned companies which are wholly owned subsidiary companies of M/s. Shrey Promoters Private Limited being the holding company of the transferor (below mentioned) companies as well as of the company in order to execute the project(s) in an integrated and efficient manner and to suit the administrative and operational convenience of the project(s):

S. No.	Name of Transferor Company	Area (in hect.)
1.	Amar Deep Buildcon Pvt. Ltd.	0.2655
2.	Amar Gyan Development Pvt. Ltd.	0.1650
3.	Deep Jyoti Projects Pvt. Ltd.	0.1239
4.	Dove Promoters Pvt. Ltd.	0.4780
5.	Gems Buildcon Pvt. Ltd.	0.0604
6.	Gyan Kunj Constructions Pvt. Ltd.	0.1360
7.	Logical Developers Pvt. Ltd.	0.4925
8.	Logical Estates Pvt. Ltd.	0.7867
9.	Prosperous Buildcon Pvt. Ltd.	0.2320
10.	Prosperous Constructions Pvt. Ltd.	0.5275
11.	Sankalp Promoters Pvt. Ltd.	0.0449
12.	Snow White Buildcon Pvt. Ltd.	0.2597
13.	Utkarsh Buildcon Pvt. Ltd.	0.0459
14.	Zonex Estates Pvt. Ltd.	1.2620
	Total	4.880

RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey, be and are hereby severally authorized and empowered, for and on behalf of the Company, to enter into and execute such deeds and documents and other allied and ancillary documents for acquiring the aforesaid land and for consummating the entire arrangement as contemplated between the Company and the transferor companies.

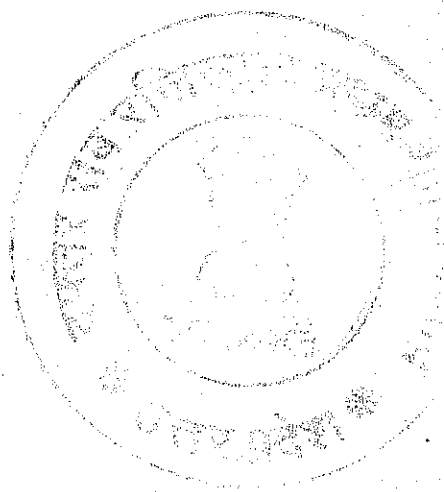
RESOLVED FURTHER THAT Mr. Sonu Bajaj, Mr. Bijendra Singh, Mr. Ravi Prakash, Mr. Anirudh Ram and Mr. Joy Dey, be and are hereby severally authorized and empowered, for and on behalf of the Company, to appear before the concerned Registering Authority or any other officer or authority and to admit the execution of the documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental thereto including the execution of all the requisite documents, affidavits, undertakings, declarations etc. as may be necessary for consummating the entire arrangement as contemplated between the Company and the intended transferor(s) and also in connection with all proceedings and matters incidental thereto, as may be considered necessary and expedient."

CERTIFIED TO BE TRUE
For Eclogue Conbuild Private Limit

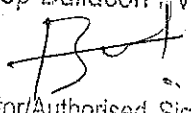
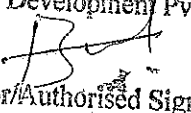
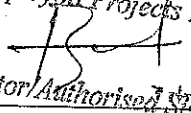
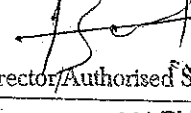
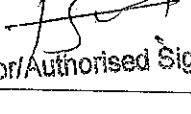
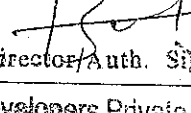
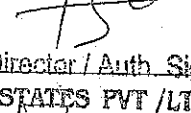
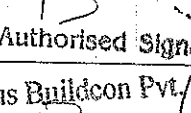
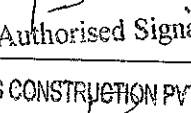
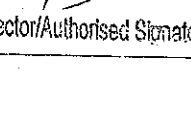
Kant Bajaj
Director Director's Sign

Bat

Ravi Prakash

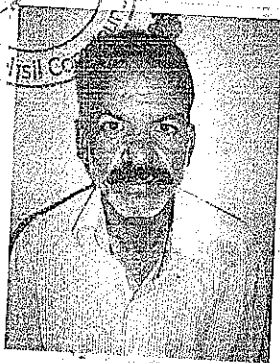


IN TESTIMONY WHEREOF THE PARTIES HAVE SIGNED AND EXECUTED THIS TRANSFER DEED IN THEIR COMPLETE LEGAL CAPACITY IN PRESENCE OF THE FOLLOWING WITNESSES:

<u>Sl. No.</u>	<u>Name of Transferor Companies</u>	<u>Signature and Stamp</u>
1	Amar Deep Buildcon Pvt. Ltd.	For Amar Deep Buildcon Pvt. Ltd.  Director/Authorised Signatory
2	Amar Gyan Development Pvt. Ltd.	For Amar Gyan Development Pvt. Ltd.  Director/Authorised Signatory
3	Deep Jyoti Projects Pvt. Ltd.	For Deep Jyoti Projects Pvt. Ltd.  Director/Authorised Signatory
4	Dove Promoters Pvt. Ltd.	For DOVE PROMOTERS PVT LTD  Director/Authorised Signatory
5	Gems Buildcon Pvt. Ltd.	For GEMS BUILDCON PVT. LTD.  Director/Authorised Signatory
6	Gyan Kunj Constructions Pvt. Ltd.	For Gyan Kunj Construction Pvt Ltd  Director/Auth. Signatory
7	Logical Developers Pvt. Ltd.	For Logical Developers Private Limited  Director / Auth. Signatory
8	Logical Estate Pvt. Ltd.	For LOGICAL ESTATES PVT /LTD  Director/Authorised Signatory
9	Prosperous Buildcon Pvt. Ltd.	For Prosperous Buildcon Pvt./Ltd  Director/Authorised Signatory
10	Prosperous Constructions Pvt. Ltd.	For PROSPEROUS CONSTRUCTION PVT. LTD.  Director/Authorised Signatory

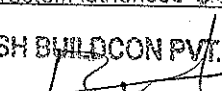
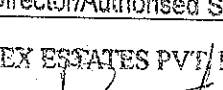
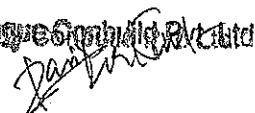
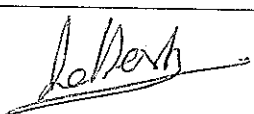
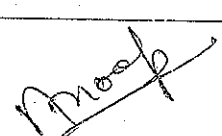


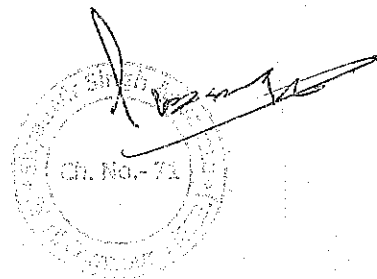
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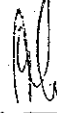


11	Sankalp Promoters Pvt. Ltd.	For Sankalp Promoters Pvt. Ltd.  Director/Authorised Signatory
12	Snow White Buildcon Pvt. Ltd.	For Snow White Buildcon Pvt. Ltd.  Director/Authorised Signatory
13	Utkarsh Buildcon Pvt. Ltd.	For UTKARSH BUILDCON PVT. LTD.  Director/Authorised Signatory
14	Zonex Estates Pvt. Ltd.	For ZONEX ESTATES PVT. LTD.  Director/Authorised Signatory
Sl. No.	Name of Transferee Company	Signature and Stamp
1	Eclogue Conbuild Private Limited	For Eclogue Conbuild Pvt. Ltd.  Director/Authorised Signatory
WITNESS - 1  Name: <u>Lokesh</u> Address: <u>71 No. Tehsil Compound</u> <u>Bhargabad,</u>		WITNESS - 2  Name: <u>Aneup Kumar</u> Address: <u>71 Tehsil Compound</u> <u>Bhargabad,</u>



धारा 32 (2) भारतीय स्टाम्प अधिनियम का प्रमाणन

धारा 31, भारतीय स्टाम्प अधिनियम, 1899 के सुसंगत प्राविधानों के अन्तर्गत वाद संख्या 11/2014 आदेश दिनांक 07-05-2014 के अनुसार प्रश्नगत विलेख शुल्क से प्रभार्य नहीं है।


अपर कलेक्टर (वि०/रा०),
गाजियाबाद।

आज दिनांक 09/05/2014 को
वही सं. 1 जिल्द सं. 11999
पृष्ठ सं. 211 से 332 पर क्रमांक 3487
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद
9/5/2014

