



उत्तर प्रदेश UTTAR PRADESH

A 62376

सविदा पत्र

पृष्ठ सं० ।

किराया- किस्त कय किरायेदारी का अनुबन्ध

For Sunglow Builders Pvt. Ltd.

Authorised Signatory



Photo of the person
(आविन्द रस्तागी)
मुख्य नगर नियोजक
मुरादाबाद विकास प्राधिकरण
मुरादाबाद

In pursuance of the order of the Collector No. 18-5-06 Dated 18-5-06 Passed under section 10-A of the Stamp Act, it is certified that an amount of Rs 1,69,96,600-00 (in words Rs One Crore Sixty Nine Lacs Twenty Six thousand Six hundred has been paid in cash as stamp duty in respect of this instrument in the State Bank of India/Treasury/Sub Treasury of Moradabad by Challan No. 12. Dated 13-5-06 copy of which is annexed here with

Chief Treasury Officer
Moradabad.
26-5-2006



अविश्वनी अविश्वनी
मुरादाबाद विकास प्राधिकरण
मुरादाबाद

प्रा. ला. देहली व. पी. महाराष्ट्र

Chief Treasury Officer
Meerabad.

1 MAY 2006

Судья В. И. Родина

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संस्कृत-विश्वविद्यालय, काशी

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पुस्तकालय

11/15/01

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क्रमांक (पान ३) : १०६३

महाराष्ट्र शासन, न्याय विभाग, मुंबई

सुभाषितानि कविभिर्निर्मिताः सुप्रसिद्धाः । तेषां नामानि निम्नलिखितानि ।

पेपल व वनमाला वार वक के प्रयोगः

अज्ञानचिह्नरूपाः

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अल्पवर्षीय जलवायु

STUDIES

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प्राजक्त

QUESTIONS

CHIEF

मुरादाबाद विकास प्राधिकरण

ग्रुप हाऊसिंग भूखण्ड विक्रय हेतु संविदा

यह विलेख आज दिनांक 19-6-2006 को मुरादाबाद विकास प्राधिकरण, कांठ रोड, मुरादाबाद जोकि राष्ट्रीय अधिनियम संख्या 11, सन् 1973 पुनर्विधापन, उत्तर प्रदेश अधिनियम संख्या 30 सन् 1974 की धारा - 4 के अधीन गठित एक निकाय हैं, के उपाध्यक्ष, मु0वि0प्रा0 द्वारा स्वयं या उनके द्वारा अधिकृत प्राधिकारी के माध्यम से जिसे इस विलेख में आगे प्रथम पक्ष कहकर सम्बोधित किया गया है, जिसका अर्थ जब तक उसके विपरीत भाव में प्रयुक्त न किया गया हो प्रथम पक्ष विक्रेता उसके प्रशासकों/अधिशायकों, विधिक प्रतिनिधियों एवं समनुदेशितों से लिया जायेगा। — प्रथम पक्ष

मै0 (संग्लोव) बिल्डर्स प्रा0लि0 11, न्यू राजधानी, इन्कलेव, दिल्ली - 110092 द्वारा श्री प्रहलाद सिंह चौधरी पुत्र स्व0श्री नाहर सिंह निवासी 9/4984-ए, पूर्वी पुराना सीलमपुर, दिल्ली - 110031 जिसे इस विलेख में द्वितीय पक्ष कहकर सम्बोधित किया गया है, जिसका अर्थ जब तक उसके विपरीत भाव में प्रयुक्त न किया गया हो द्वितीय पक्ष स्वयं उसे वारिसों, उत्तराधिकारियों, विधिक प्रतिनिधियों एवं समनुदेशितों से लिया जायेगा, 'द्वितीय पक्ष' के हित में निष्पादित किया। — द्वितीय पक्ष।

चूंकि जनहित में भूमि अध्यापित करके उसे प्रथम पक्ष द्वारा विकसित किया गया है तथा द्वितीय पक्ष द्वारा दी गई बोली दिनांक 20.09.2005 की स्वीकृति तथा प्रथम पक्ष द्वारा जारी मांग पत्र संख्या 609/मु0वि0प्रा0/सम0अनु0/2005 दिनांक 23.09.2005 एवं संशोधित पत्र सं0 1280/मु0वि0प्रा0/सम0अनु0/2006 दिनांक 18.05.2006 के फलस्वरूप किस्ता क्रय पद्धति के अन्तर्गत दिनांक को रुपये 15,17,55,338/- (रुपये पन्द्रह करोड़ सत्रह लाख पचपन हजार तीन सौ अड़तीस मात्र) प्रीमियम मूल्य के प्रतिफल स्वरूप भूखण्ड संख्या जी.एच.-10 सेक्टर-04 नया मुरादाबाद योजना मुरादाबाद तहसील व जिला मुरादाबाद, उ0प्र0 50,084.27

For Sunglow Builders Pvt. Ltd.

Authorised Signatory



अधिशायी अभियन्ता
मुरादाबाद विकास प्राधिकरण
मुरादाबाद

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नौ पीठ एडमंड्स/पल्लो श्री हरेन्द्र नाथ सिंह
 पत्राचार के तहत एडमंड्स/पल्लो श्री हरेन्द्र नाथ सिंह को 60 गजों के विमापन
 वहील व जिला मुरादाबाद ने यह लेख पत्रे प्रमाणित किया गया
 घाज सिवांक, - 01-06 को समय 4 बजते दिने एडमंड्स/पल्लो श्री हरेन्द्र नाथ सिंह
 धार्यालय उप सचिव और दितीय मुरादाबाद में प्रस्तुत किया

1-8-06

स लेख पत्र का निष्पादन करना तथा
 पूर्व प्राप्त करना तथा 60 गजों के विमापन
 में प्रमाणित करना श्री हरेन्द्र नाथ सिंह को

वद्वत् श्री एडमंड्स/पल्लो श्री हरेन्द्र नाथ सिंह
 मुरादाबाद जिला 2016 अक्टू. 01. उ.प. विभाग
 श्री एडमंड्स/पल्लो श्री हरेन्द्र नाथ सिंह को 60 गजों के विमापन
 प्रमाणित किया गया



प्रयोग हेतु आवंटित किया गया। चूँकि शासनादेश संख्या 1639/9-आ-1-95-80 मिस/86 आवास अनुभाग-1 दिनांक 10.05.95 के अनुसार कुल प्रीमियम की 25 प्रतिशत धनराशि का रूपया 3,79,38,835.00 जो किस्तों से पूर्व जमा की जा चुकी है। इसके उपरान्त कुल प्रीमियम की शेष 75 प्रतिशत धनराशि रू० 11,38,16,503.00 की 12 प्रतिशत ब्याज के साथ 16 त्रैमासिक किस्तों में प्रति किस्त रू० 90,61,028.00 की निर्धारित की गयी हैं, जिसके अनुसार दिनांक 31.03.2006 तक की देय किस्तों (प्रथम एवं द्वितीय किस्त) सहित कुल प्रीमियम की आंशिक धनराशि रू० 5,92,57,865.00 + 1,82,10,641.00 (फ्री-होल्ड धनराशि) = 7,74,68,506.00 (रूपये सात करोड़ चौहत्तर लाख अडसठ हजार पाँच सौ छः रूपये मात्र) मुरादाबाद विकास प्राधिकरण कोष में जमा करा दी गई है। जिसकी पावती प्रथम पक्ष इस विलेख के माध्यम से स्वीकार करता है तथा शेष 14 किस्तें (12 प्रतिशत ब्याज सहित निर्धारित) की धनराशि निम्न विवरण के अनुसार द्वितीय पक्ष प्रथम पक्ष को भुगतान करेगा।

किस्त	कुल धनराशि	देय तिथि
तीसरी किस्त	90,61,028.00	01.04.2006 से 30.06.2006
चौथी किस्त	90,61,028.00	01.07.2006 से 30.09.2006
पांचवी किस्त	90,61,028.00	01.10.2006 से 31.12.2006
छठी किस्त	90,61,028.00	01.01.2007 से 31.03.2007
सातवीं किस्त	90,61,028.00	01.04.2007 से 30.06.2007
आठवीं किस्त	90,61,028.00	01.07.2007 से 30.09.2007
नौवीं किस्त	90,61,028.00	01.10.2007 से 31.12.2007
दसवीं किस्त	90,61,028.00	01.01.2008 से 31.03.2008
ग्यारहवीं किस्त	90,61,028.00	01.04.2008 से 30.06.2008
बारहवीं किस्त	90,61,028.00	01.07.2008 से 30.09.2008
तेरहवीं किस्त	90,61,028.00	01.10.2008 से 31.12.2008
चौदहवीं किस्त	90,61,028.00	01.01.2009 से 31.03.2009
पन्द्रहवीं किस्त	90,61,028.00	01.04.2009 से 30.06.2009
सोलहवीं किस्त	90,61,028.00	01.07.2009 से 30.09.2009

For Sanglow Builders Pvt. Ltd.

Authorised Signatory



अधिसूचना अधिनियम
मुरादाबाद विकास प्राधिकरण
मुरादाबाद

मत्र भी कहें कि मैं निवासी हूँ। 1847-48 का वार्षिक विवरण 42
वर्ष भी देखें कि मैं निवासी हूँ। 1847-48 का वार्षिक विवरण 42
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GOVERNMENT OF INDIA
MINISTRY OF EDUCATION
NEW DELHI

पराशर प्रभारतः भले साक्षिण्ये के ~~हैं~~
विधि पूर्वक लिये गये हैं !

सु० रं० (द्वितीय)

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अतः पक्ष निम्न प्रकार सहमत हुए हैं एवं प्रसविदा करते हैं कि :

1. यह कि द्वितीय पक्ष से उपरोक्तानुसार समस्त विक्रय मूल्य रूपये 15,17,55,338.00 (रूपये पन्द्रह करोड़ सत्रह लाख पचपन हजार तीन सौ अड़तीस मात्र) एवं देय ब्याज प्राप्त करने के पश्चात् प्रथम पक्ष द्वारा भूखण्ड संख्या जी.एच.-10 सेक्टर-04 नया मुरादाबाद योजना मुरादाबाद तहसील व जिला मुरादाबाद उ०प्र० योजना जिसका विस्तृत विवरण अन्त में दिया गया है, फ्रीहोल्ड भूमि के रूप में द्वितीय पक्ष के पक्ष में विक्रय करने के लिये सहमत हो गया है । प्रथम पक्ष उपरोक्त अंकित धनराशि द्वितीय पक्ष से प्राप्त करके अन्दर मियाद तीन माह उपरोक्त भूखण्ड का विक्रय विलेख द्वितीय पक्ष के हक में निष्पादित करा देगा।
2. यह कि विक्रीत भूखण्ड का कब्जा द्वितीय पक्ष को आयकर विभाग से अनापत्ति प्रमाण पत्र प्राप्त होने पर दे दिया जायेगा तथा द्वितीय पक्ष इस विलेख के अंत में अंकित भूखण्ड पर प्रथम पक्ष द्वारा स्वीकृत मास्टर प्लान के अनुसार स्वीकृत मानचित्र के आधार पर स्वीकृत नियम व शर्तों के अनुसार निर्माण कार्य कर सकते हैं द्वितीय पक्ष उक्त भूखण्ड का कब्जा लेने की दिनांक से पांच वर्ष के अन्दर अपनी लागत से निर्माण पूर्ण करेगा तथा द्वितीय पक्ष इस भूखण्ड पर भवन निर्माण उप विधि के अनुसार निर्माण करेगा तथा स्वीकृत भू-उपयोग के अनुसार ही उपयोग में लायेगा।
3. यह कि-क्रेता अपने खर्च से विक्रीत भूखण्ड पर प्राधिकरण द्वारा स्वीकृत व अनुमोदित रेखा चित्र, वाहय उद्दिक्षेप तथा डिजाइन और स्थिति के अनुसार आवासीय/ग्रुप हाऊसिंग भवन का सारभूत एवं शिल्प कौशल रूप से निर्माण करायेगा, जिसमें भवन नालियों और शौचालयों तथा सीवर संयोजनों के सम्बन्ध में सक्षम अधिकारी तथा प्रचलित नियमों तथा उप-विधियों के अनुसार सभी आवश्यक सीवरों, नालियों तथा अनुलग्नकों का प्राविधान होगा और बिना प्राधिकरण की

For Sunglow Builders Pvt. Ltd.

Authorised Signatory



जयशंकर अग्रवाल
मुरादाबाद विकास प्राधिकरण
मुरादाबाद

पूर्व अनुमति के किसी प्रकार का निर्माण या निर्माण में परिवर्तन/संशोधन नहीं करेगा।

4. यह कि क्रेता सदैव प्राधिकरण के संतोषानुसार विक्रीत भूखण्ड तथा भवनों की अच्छी और सारभूत प्रकार से मरम्मत करावेंगे और इन्हें स्वच्छ दशा में रखेंगे।
5. यह कि क्रेता प्राधिकरण की पूर्व लिखित अनुमति के बिना प्राधिकरण/विहित सक्षम अधिकारी या अनुमोदित रेखा चित्र तथा अनुमति की शर्तों के प्रतिकूल उक्त भवनों या विक्रीत भूखण्ड पर तत्समय होने वाले निर्माणों में न कोई परिवर्तन या परिवर्द्धन करेगा या उनके किये जाने की अनुमति देगा और न कोई नया निर्माण करेगा अथवा करने की अनुमति देगा और यदि ऐसी शर्तें या रेखाचित्र से किसी प्रकार का कोई अन्तर होगा तो वह प्राधिकरण को नोटिस की प्राप्ति के तुरन्त बाद ऐसे अन्तर को उपरोक्तानुसार ठीक कर लेगा और यदि ऐसे नोटिस की प्राप्ति के एक पंचांग मास के भीतर क्रेता ऐसे अन्तर को सही करने में लापरवाही बरतेगा तो प्राधिकरण के लिये यह वैध होगा कि वह क्रेता के खर्च पर ऐसे अन्तर को सही करवा ले और इस सम्बन्ध में होने वाले व्यय के सम्बन्ध में क्रेता एतद्वारा करार करता है कि वह उस धनराशि की जिसे प्राधिकरण तदर्थ निश्चित करे तथा जिसके सम्बन्ध में प्राधिकरण का निर्णय अन्तिम होगा, प्रतिपूर्ति भुगतान प्राधिकरण को कर देगा।
6. यह कि भूमि सम्बन्धी अधिकार अर्जन अधिनियम के अन्तर्गत प्राप्त किये जाते हैं एवं भूखण्ड आवंटित करने के समय चूंकि प्रथम पक्ष विशेष भूमि अध्याप्ति अधिकारी के द्वारा दिये गये अभिनिर्णय 'एवार्ड' के आधार पर प्रश्नगत भूखण्ड का प्रीमियम मूल्य एवं तदनुसार फ्रीहोल्ड शुल्क निर्धारित किया गया है। परन्तु यदि भविष्य में न्यायालय द्वारा किसान को देय प्रतिकर तोषण 'सोलेशिप्पम' एवं इस मद में व्याज की वृद्धि के आदेश किये जायें तो द्वितीय पक्ष इस हेतु

For Sunglow Builders Pvt. Ltd.

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अभिप्राय
मुद्रादाता विकास प्राधिकरण
मुद्रादाता

सहमत होगा एवं प्रसंविदा करता है कि उपरोक्त प्रकार के किसी आकरिमक कारण हुई वृद्धि की जिम्मेदारी द्वितीय पक्ष द्वारा धारित भूखण्ड क्षेत्रफल भू-विकास योजना के सम्पूर्ण क्षेत्रफल के अनुसार द्वितीय पक्ष पर स्वतः स्थानान्तरित हो जायेगा द्वितीय पक्ष तदानुसार हुई वृद्धि पर मुरादाबाद विकास प्राधिकरण द्वारा नियमानुसार दिये गये मांग पत्र की सूचना प्राप्ति के तीन महीने के अन्दर द्वितीय पक्ष द्वारा अदायगी कर दी जायेगी। इसमें असफल रहने पर यह राशि भू-राजस्व के बकाये के रूप में वसूल की जायेगी।

7. यह कि द्वितीय पक्ष शेष धनराशि का भुगतान निर्धारित तिथियों के अनुसार करने में असफल रहता है तो प्राधिकरण को अधिकार होगा कि वह विक्रय की संविदा निरस्त करने हेतु द्वितीय पक्ष को 30 दिन का लिखित नोटिस देकर, संविदा को निरस्त कर दे तथा द्वितीय पक्ष द्वारा अदा की गयी उपरोक्त धनराशि को जब्त कर ले तथा ऐसी स्थिति में द्वितीय पक्ष द्वारा उक्त भूखण्ड पर यदि कोई निर्माण किया गया है तो उसे वह स्वयं हटा लेगा अन्यथा प्रथम पक्ष द्वितीय पक्ष के खर्चे पर उसे हटा देगा तथा भूखण्ड पर कब्जा वापस प्राप्त कर लेनेगा। द्वितीय पक्ष को उक्त निर्णय स्वीकार होगा परन्तु प्राधिकरण स्वविवेक में भुगतान निर्धारित तिथियों के उपरान्त दण्ड ब्याज जो 15 प्रतिशत वार्षिक की दर से लिया जायेगा, के साथ भुगतान स्वीकार कर सकता है।
8. यह कि इस संविदा के किसी प्राविधान के उल्लंघन की दशा में प्राधिकरण को अधिकार होगा कि वह इस संविदा को भंग कर भूखण्ड का कब्जा वापस प्राप्त कर ले।
9. यह कि द्वितीय पक्ष समय-समय पर मुरादाबाद विकास प्राधिकरण बोर्ड एवं शासनादेश द्वारा जारी किये गये विनियमों एवं प्राविधानों का पालन करता रहेगा। प्रमाण पत्र के रूप में इस विक्रय संविदा पर प्रथम पक्ष एवं उसकी तरफ से प्राधिकृत अधिकारी द्वारा द्वितीय पक्ष के लिए एवं उसकी ओर से उसके प्राधिकृत अधिकारी ने स्वस्थ चित्त

For Sunglow Builders Pvt. Ltd.

Authorised Signatory



अधिकासी अभिप्रेता
मुरादाबाद विकास प्राधिकरण
मुरादाबाद

होकर इस विक्रय सविदा पर हस्ताक्षर किये तथा सील साक्षियों की उपस्थिति में लगायी।

10. अन्य नियम एवं शर्तें ब्रोचर की शर्तों के अनुसार ही रहेंगी।

उपरोक्त सन्दर्भित विक्रीत भूखण्ड का विवरण :

भू-विन्यासंगत योजना में दी गई भूखण्ड संख्या जी.एच.-10 सेक्टर-04

नया मुरादाबाद योजना मुरादाबाद, उ0प्र0

कुल क्षेत्रफल : 50,084.27 वर्ग मीटर

प्रश्नगत भूखण्ड की सीमायें निम्न हैं :

पूरब : 60.00 मीटर चौड़ी सड़क

पश्चिम : 18.00 मीटर चौड़ी सड़क

उत्तर : 18.00 मीटर चौड़ी सड़क

दक्षिण : एन.एच.-24

साक्षीगण

विक्रेता के लिए

अधिसायी अभियन्ता
मुरादाबाद विकास प्राधिकरण
मुरादाबाद

मुरादाबाद विकास प्राधिकरण

द्वारा प्राधिकृत प्राधिकारी

1- श्री संजय कुमार चौधरी

पुत्र श्री जगनान्ध चौधरी

निवासी - 10, न्यू राजधारी इन्कलेव, विकास मार्ग

दिल्ली ।

2- श्री वीर सिंह

पुत्र श्री कुन्दन सिंह

निवासी - 10, न्यू राजधारी इन्कलेव, विकास मार्ग

दिल्ली ।

For Sunplay Builders Pvt Ltd.

Authorised Signatory
(क्रेता के हस्ताक्षर)



वही नं० I जिल्द SIS2 के पन्ना 69/84 में
क्रमांक 3629 पर आज दिनांक 1-8-06
को रजिस्ट्री की गई।

उप निष्पत्ति द्वितीय
कुलदीप



10/11

18m WIDE ROAD

263.33M

AREA: 50084.27

PLOT NO - 10

ALFARU (B) FARM
RUBIN (B) FARM
(B) FARM

NATIONAL HIGHWAY-24

SITE PLAN

Arvind Rastogi
CHIEF TOWN PLANNER
Moradabad Development Authority
Moradabad

60M WIDE ROAD

FOR SINGLE BUILDERS

Authorized Signatory/Dir

SITE PLAN OF PLOT NO-10
FOR GROUP HOUSING IN-10
SECTOR-41, NER HOADABAD
SCHEMES HOADABAD
PLOT AREA: 50084.27M²

MORADABAD DEVELOPMENT
AUTHORITY MORADABAD



वही नं० I जिल्द S152 के पृष्ठ 69/84 में
क्रमांक 3628 पर आज दिनांक 1.8.06
का रजिस्ट्री की गई।

रूप निष्पक्ष दिलीप
मुतावादि



उत्तर प्रदेश UTTAR PRADESH

W 322077

- 6 NOV 2009

भूखण्ड की कीमत रू०

: 15,17,55,338/-

फी होल्ड रू०

: 1,82,10,641/-

कुल योग रू०

: 16,99,65,979/-

स्टाम्प रू०

: 1,69,96,600/- (अनुबन्ध के समय अदा किया गया स्टाम्प)

देय स्टाम्प रू०

: 100/-



विकय विलेख

मुरादाबाद विकास प्राधिकरण द्वारा आवंटित ग्रुप हाउसिंग भूखण्ड का स्वामित्व प्रदान किये जाने हेतु अनुबन्ध सन् 2009 ई. के दिनांक 16.11.2009 को जिसको एतदपश्चात् प्रथम पक्ष कहा गया है तथा मैसर्स संग्लोव बिल्डर्स प्रा० लि०, 11 न्यू राजधानी, इन्क्लेव, दिल्ली-110092, द्वारा श्री प्रवीन कुमार जैन पुत्र स्व० श्री नाथू राम जैन, निवासी- 12, दयानन्द बिहार, विकास मार्ग एक्सटेंशन, दिल्ली-110092, जिसको एतदपश्चात् द्वितीय पक्ष कहा गया है, के मध्य निष्पादित किया जाता है।

FOR (P) 111

(प्रदीप कुमार सिंह)

उपस्थित
मुरादाबाद विकास प्राधिकरण,
मुरादाबाद



सन्तर्पित विच्छेदित ज्ञान लि० ॥ न्यू राक पानी रा. मने ७

विमान मारी डिल्ली १२

12-11-5

12-11-5



1699, 65, 979

विमान मारी डिल्ली १२ २००१ - २००१ २००१ - २००१ २००१ - २००१

निवासी १२ देवा ७ नु निष्टा १
महिला व जिला सुरादावाद ने यह लेख पत्र
भाज दिनांक १६॥॥॥ १९९९ का समय व बुजे दिनांक
धर्मालय उप रजिस्ट्रार द्वितीय सुरादावाद में प्रस्तुत किया

P. K. ...

१६/११

१६, ११, ६५, १७९/२

पूर्व प्राप्त करना तथा ई० प्रलेखन

वैदिक समय लेकर प्राप्त करना

निवासी १२ देवा ७ नु निष्टा १
महिला व जिला सुरादावाद ने यह लेख पत्र
भाज दिनांक १६॥॥॥ १९९९ का समय व बुजे दिनांक
धर्मालय उप रजिस्ट्रार द्वितीय सुरादावाद में प्रस्तुत किया

और चूँकि इस विलेख की अनुसूची में निर्दिष्ट भूखण्ड द्वितीय पक्ष को आवंटित हुआ है, आगे अभिव्यक्त अधिकारों एवं शर्तों के अधीन अनुसूची में निर्दिष्ट भूखण्ड का स्वामित्व रु० 15,17,55,338/- पन्द्रह करोड़ सत्तरह लाख पचपन हजार तीन सौ अड़तीस रु० मात्र के एवज में द्वितीय पक्ष को हस्तान्तरित किया जाना है और चूँकि प्रथम पक्ष द्वारा द्वितीय पक्ष को अनुसूची में वर्णित ग्रुप हाउसिंग भूखण्ड सं० जी०एच०-10, सेक्टर-04, नया मुरादाबाद योजना, मुरादाबाद का स्वामित्व आवासीय प्रयोजन हेतु दिया जाना स्वीकार कर लिया गया है और चूँकि जनपद मुरादाबाद की महायोजना/आसपास की भूमि के उपयोग के आधार पर वर्तमान में उक्त वर्णित भूखण्ड का आवासीय उद्देश्य हेतु उपयोग किया जाना है। अतः द्वितीय पक्ष द्वारा अनुसूची में वर्णित भूखण्ड का उपयोग महायोजना में निर्दिष्ट/आसपास की भूमि के भू-उपयोग के अनुसार ही किया जायेगा। अतः उत्तर प्रदेश में अपनी प्रवृत्ति के सम्बन्ध में आवास एवं विकास परिषद अधिनियम 1965 सपठित एवं विकास अधिनियम 1973 उत्तर प्रदेश आवास एवं विकास परिषद अधिनियम 1965 सपठित एवं शासन संख्या 1639/9-आ-1-95-80मिस/86 दिनांक 10 मई 1995 तथा शासनादेश सं० 178/9-आ-95-60मिस/86 दिनांक 24.05.1995 के अनुसरण में निष्पादित यह विलेख साक्षी कि अनुसूची में वर्णित भूखण्ड का स्वामित्व द्वितीय पक्ष के पक्ष में घोषित किये जाने हेतु द्वितीय पक्ष द्वारा प्रथम पक्ष को रु० 15,17,55,338/- दिनांक 29.4.97 जमा किये गये भुगतान जिसकी प्राप्ति प्रथम पक्ष एतद्वारा स्वीकार करता है, के प्रतिफलस्वरूप तथा आगे वर्णित प्रसंविदाओं और शर्तों जिनका द्वितीय पक्ष पालन करेगा को ध्यान में रखकर प्रथम पक्ष वह सब भूखण्ड उसकी सीमाओं सहित जिसका विवरण इस विलेख की अनुसूची में दिया गया है।

FOR SUNGLOW BUILDERS (P) LTD



AUTHORISED SIGNATURE

(प्रदीप कुमार सिंह)

उपसचिव

मुरादाबाद विकास प्राधिकरण,
मुरादाबाद

1. स्थिति विना, जहाँ 11 वर बाकी बचा है 7 दि
 2. श्री गणेश जी निवासी 5.650 एवम् 8000 बाकी 80
 3. श्री गणेश जी निवासी 2.000 एवम् 3.000 बाकी 92
 12 नवंबर 2009 विद्वत् 11 दि
 16/11/92

16/11/2009

P. S. Singh
 B. Singh
 अजय कुमार

श्री गणेश जी निवासी 5.650 एवम् 8000 बाकी 80
 12 नवंबर 2009 विद्वत् 11 दि

16/11/2009

अजय कुमार
 16/11/2009

और स्पष्टीकरण के लिये उस विलेख से संलग्न रेखाचित्र में लाल रंग से रंग दिया गया है फ्रीहोल्ड घोषित करते हैं और इस पर द्वितीय पक्ष को निजी स्वत्व प्रदान करते हैं। अतएव द्वितीय पक्ष उसके दावाधिकारी तथा समानुदेशितों-सदा के लिये उसे अपने अधिकार में रखेंगे। इस विलेख के निष्पादन की दिनांक से इसकी अनुसूची में वर्णित भूखण्ड पर द्वितीय पक्ष को निजी स्वत्व प्राप्त हो सकेगा, और उसे स्वेच्छा से प्रभावी विधि नियमों एवं विनियमों के अधीन किसी भी प्रकार हस्तान्तरित कर सकेगा। भूखण्ड या उस पर निर्मित अथवा निर्माण किये जाने वाले भवन के सम्बन्ध में इस समय देय करों का अथवा उस पर भविष्य में लगाये जाने वाले करों का भुगतान करेगा। इस विलेख से उत्पन्न एवं इसके सम्बन्ध में या इसके विषय पर दोनों पक्षों या उनके दावेदारों के बीच कभी भी कोई विवाद, मतभेद अथवा प्रश्न उत्पन्न होने पर उसे राज्य सरकार के आवास विभाग को संदर्भित किया जायेगा। जिस पर राज्य सरकार का निर्णय अन्तिम होगा तथा दोनों पक्षों पर बाध्यकारी होगा। इस विलेख के निष्पादन एवं पंजीयन के सम्बन्ध में होने वाला सम्पूर्ण व्यय द्वितीय पक्ष द्वारा वहन किया जायेगा। यह स्पष्ट किया जाता है कि इस विलेख में प्रयुक्त शब्द प्रथम पक्ष और द्वितीय पक्ष के सम्बन्ध में जब तक की उनकी इस प्रकार की व्याख्या प्रसंगों से असंगत न हो प्रथम पक्ष उसके पद के उत्तराधिकारियों एवं समनुदेशितों का तथा द्वितीय पक्ष में उसके दावाधिकारियों निष्पादकों, प्रबन्धकों, प्रतिनिधियों एवं समनुदेशितों का अन्तर्भाव सदैव रहेगा।

FOR SUNGLOW BUILDERS (P) LTD.



AUTHORISED SIGNATORY

P. G. Sin

(प्रदीप कुमार सिंह)

उपसचिव
गुरादाबाद विकास प्राधिकरण,
गुरादाबाद

உதவி

16/11/09



इस विलेख के साक्ष्य में द्वितीय पक्ष ने और प्रथम पक्ष की ओर से एवं उसके द्वारा अधिकृत अधिकारी ने उक्त तिथि को हस्ताक्षर कर दिये हैं जो उनके हस्ताक्षर के नीचे लिखी है ।

इस विलेख में अभिदिष्ट अनुसूची निम्नवत् है :-

ग्रुप हाउसिंग भूखण्ड सं० जी०एच०-10, सेक्टर-04, नया मुरादाबाद योजना, मुरादाबाद जिसका रकबा 50,084.27 वर्ग मीटर है ।
जिसकी चौहद्दी निम्न प्रकार है :-

पूर्व	-60.00 मी० चौड़ी सड़क
पश्चिम	-18.00 मी० चौड़ी सड़क
उत्तर	-18.00 मी० चौड़ी सड़क
दक्षिण	-एन० एच०-24

फ्रीहोल्ड के लिये द्वितीय पक्ष ने सम्पूर्ण धनराशि रू० 1,82,10,641/- दिनांक 10.05.2006 तक कैनरा बैंक एम०डी०ए० परिसर में जमा कर दी है ।

FOR SINGLED



AUTHORISED SIGNATURE

P. K. Sin

(नयाप कुमार सिंह)

उपसचिव
मुरादाबाद विकास प्राधिकरण,
मुरादाबाद

यदि भूमि का प्रतिकर बढ़ता है तो द्वितीय पक्ष द्वारा देय होगा। स्टाम्प ड्यूटी के भुगतान का सम्पूर्ण दायित्व द्वितीय पक्ष केता का होगा तथा प्राधिकरण का कोई दायित्व नहीं होगा।

नोट:- दिनांक 01.08.2006 को किये गये अनुबन्ध पुस्तक संख्या 01 खण्ड 5152 के पृष्ठ 85/100 के क्रमांक 3630 पर रजिस्ट्रीकृत किया गया।

श्री भगत सिंह
पुत्र श्री जयपाल सिंह
निवासी- एस-650, स्कूल ब्लॉक, शंकरपुर, दिल्ली-92
श्री संजय कुमार
पुत्र श्री शत्रिन्दर प्रसाद
निवासी- 12, दयानन्द विहार, दिल्ली-92

B. Singh साक्षी-1

मुरादाबाद
साक्षी-2

द्वितीय पक्ष के हस्ताक्षर

PRAGATI GLOW BUILDERS (P) LTD.



AUTHORISED SIGNATURE

P. Jain

प्रदीप कुमार सिंह विकास प्राधिकरण
से उपस्थितिकनके द्वारा प्राधिकृत
मुरादाबाद विकास प्राधिकरण,
मुरादाबाद

मैसर्स संग्लोव बिल्डर्स प्रा० लि०, 11 न्यू राजधानी, इन्कलेव, दिल्ली-110092, द्वारा श्री प्रवीन कुमार जैन पुत्र स्व० श्री नाथू राम जैन, निवासी- 12, दयानन्द बिहार, विकास मार्ग एक्स, दिल्ली-110092।

यह बैनामा आशू कम्प्यूटर, मुरादाबाद ने टाईप किया है।



मुरादाबाद विकास प्राधिकरण

क्रम संख्या

भू-खण्ड का चित्र

भूमि का चित्र नम्बर

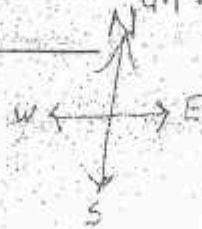
10

भूमि का क्षेत्रफल

50084.27

वर्ग मीटर

उत्तर दिशा का संकेत



नया मुरादाबाद
योजना संख्या - 4

ब्लाक नम्बर - गुपहाऊ (1)

प्रयोग - आवासीय

FOR SUNGLOW BUILDERS (P) LTD.



AUTHORIZED SIGNATORY



NH 24 DELHI ROAD

मौके की जाँच करने वाले के ह०

क्षेत्रफल की जाँच करने वाले के ह०

नक्शा निर्माता के ह०

सहा० नगर नियोजक/सहा० वास्तुविद्, अधिशासी अभियन्ता/सहायक अभियन्ता, नगर नियोजक

वही सं. १ दि. ६२६३ ११/१० में
६३३८ १६/११/९
११



B 9467/15



Non-Judicial Card - DRY1264613
उत्तर प्रदेश UTTAR PRADESH

27 AUG 2013
BU 128375
Aadhar Card - 8334 2859 1967

TRANSFER DEED

8 (Remission of Stamp Duty Vide Notification No.1 dated 16/01/1937 and M599/X-501 dated March 25, 1942 and S.V.K.N.-5-4720/11-2009-500 (129)/2008 dated 10-09-2009).

This deed of transfer is executed at Moradabad on this 11th day of October, 2013:

BETWEEN

M/s Sunglow Builders Private Limited, a Company duly constituted and registered under the Companies Act, 1956, having its Registered Office at, 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092, through its Authorized Signatory, Mr. Kamaluddin Khan S/o Mr. M. S. Khan, duly authorized vide Board Resolution dated 13-09-2013, hereinafter referred to as the "TRANSFEROR" which expression unless repugnant to the context or meaning thereof shall unless excluded by or repugnant to the context or meaning thereof mean and include its successors-in-interest, executors and assigns of the FIRST PART.

For Sunglow Builders Pvt. Ltd

[Signature]
Authorized Signatory / Director

For Sunglow Housing Private Limited

[Signature]
Director/Authorized Signatory

ਸੇਨਾਨੀ ਟਾਡੀਆਂ ਭਾਗਲਿੰਗ ਤੰਡਾ ਪੁਰਖ, ਗਾਜੀਆਬਾਦ

ਕਮਰ ਨੰ. ੧ ਭਾਗੀ ਵੀ

ਕਮਰ ਨੰ. 64/1 ਦਿਨੀਂ 24-8-73

ਸਟਾਫ਼ ਭਰਤੀ ਪੁਰਖ 100/- ਕਰੀ

ਸਟਾਫ਼ ਭਰਤੀ ਪੁਰਖਾਸਾ 100/- ਹਰਦੁਆਰਾ

ਪੁਰਖ ਵਿਖੇ 100/- ਪੁਰਖ ਟੁਕਾ 100/-

ਵਿਖਾਸੀ ਪੁਰਖ ਪੁਰਖ ਪੁਰਖ ਪੁਰਖ ਪੁਰਖ

ਰਬੀਰ ਸਿੰਘ ਸਟਾਫ਼ ਲਿਖੇ ਨਾ

ਕਮਰ ਨੰ. 188/CM ਪੁਰਖ ਪੁਰਖ ਪੁਰਖ ਪੁਰਖ

24-8-73



AND

M/s. Sunglow Housing Private Limited, a Company duly constituted and registered under the Companies Act, 1956, having its Registered Office at Flat No. A-003, Aditya Mega City, Plot No. C/GH-03, Vaibhav Khand, Indirapuram, Ghaziabad, Uttar Pradesh, through its Authorized Signatory, Mr. Vaibhav Jain S/o Mr. Praveen Kumar Jain, duly authorized vide Board Resolution dated 13-09-2013, hereinafter referred to as the "TRANSFEREE" which expression unless repugnant to the context or meaning thereof shall unless excluded by or repugnant to the context or meaning thereof mean and include its successors-in-interest, executors and assigns of the SECOND PART.

WHEREAS :

- A. By an indenture of Sale deed, executed on 16/11/2009 between Deputy Secretary of Moradabad Development Authority (MDA) acting as Authorized Signatory of MDA, seller, as authority on one hand, and M/s. Sunglow Builders Private Limited, Purchaser on the other hand, all rights including title and possession on land admeasuring 50,084.27 Sq. mts situated at GH-10, Sector-04, New Moradabad Scheme, Moradabad, Uttar Pradesh and registered on 16/11/2009 at Bahi No.I, Jild No. 6263 at pages 99/110 at serial no.6338 in the office of Sub-Registrar-II, Moradabad, were granted to the above named purchaser as per the said sale deed. The aforesaid land is bound as under:

ON THE EAST: 60.00 mts wide road

ON THE WEST: 18.00 mts wide road

ON THE NORTH: 18.00 mts wide road

ON THE SOUTH: NH-24

- B. The transferor thus, acquired freehold, absolute rights, title, claim and interest in the above mentioned land admeasuring 50,084.27 Sq. mts situated at GH-10, Sector-04, New Moradabad Scheme, Moradabad, Uttar Pradesh, here-in-after referred to as "Said Land".
- C. The transferor company is the holding company of the Transferee company and currently holds 100% of the total issued and paid-up share capital of the

For Sunglow Builders Pvt. Ltd

Authorized Signatory / Director

For Sunglow Housing Private Limited

Director/Authorized Signatory

Transferee company, as per the certificate issued by the Authorities concerned i.e. Registrar of Joint Stock Companies and the said certificate is enclosed herewith as Annexure-A.

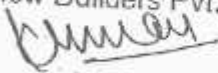
D. The Transferor Company has agreed to transfer the said land to the Transferee Company alongwith all of the assets and liabilities in respect of the said land.

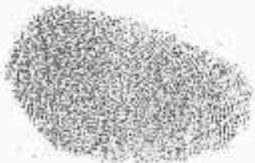
E. The Transferor Company and the Transferee Company are limited by shares as defined in the Companies Act, 1956. That 100% Share capital issued by the Transferee Company is in the beneficial interest of the Transferor Company and in view of the vesting of rights and title in the said land in the transferee company, it is exempted from the payment of stamp duty vide Central Notification No.1 dated January, 16, 1937, which has been made applicable to the State of Uttar Pradesh vide Notification No.M599/X-501 dated March 25, 1942 and S.V.K.N.-5-4720/11-2009-500 (129)/2008 dated 10-09-2009.issued by the State Finance Department of Uttar Pradesh. The said notification has not been cancelled and is in existence till date and the exemptions under the said notification are applicable. In a similar circumstanced case, vide the adjudication order dated 29.11.2003, made by ADM(F&R), Gautam Budh Nagar under section 31 of the Indian Stamp Act,1899, the said exemption was granted in the Document No.7331/2003 executed by the allottee company in favour of the lessee company on 1.12.2003 and registered in the office of the Sub-registrar, Noida. Hence no stamp duty is being paid on this document.

NOW THEREFORE, THIS DEED OF TRANSFER WITNESSTH AS UNDER :

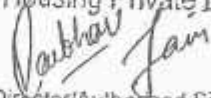
1. In view of the transfer of the said land, the Transferor Company transfers all rights, interests, entitlements, obligations, duties, liabilities, responsibilities etc., whatever the Transferor Company has acquired vide above said deed or having in present in respect of the said land admeasuring 50,084.27 Sq. Mts. situated at GH-10, Sector-04, New Moradabad Scheme, Moradabad, Uttar Pradesh, in favour of the transferee company.
2. The Transferor Company has delivered actual physical possession of the said land to the Transferee Company.
3. Hereto after all dues, demand, taxes, charges, duties, liabilities and outgoings in respect of the said land shall be paid and borne by the Transferee Company.

For Sunglow Builders Pvt. Ltd


Authorized Signatory / Director

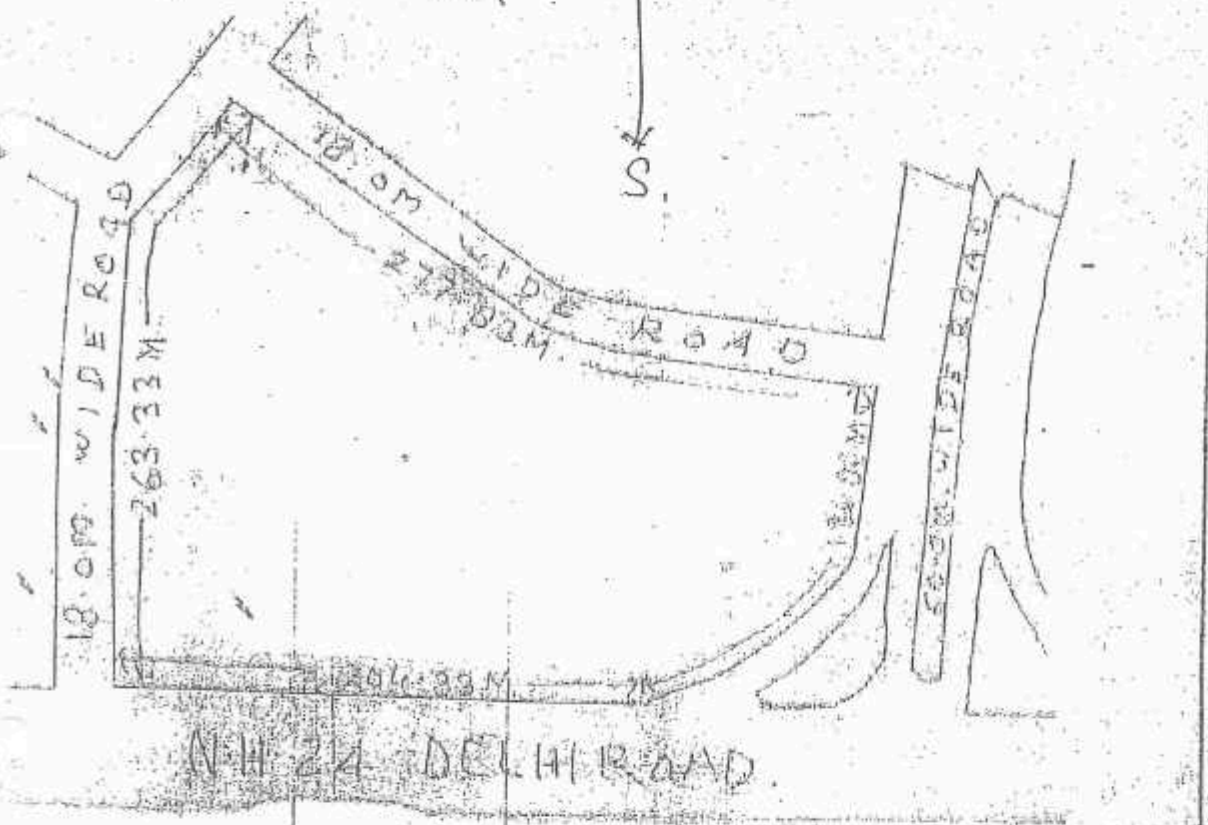
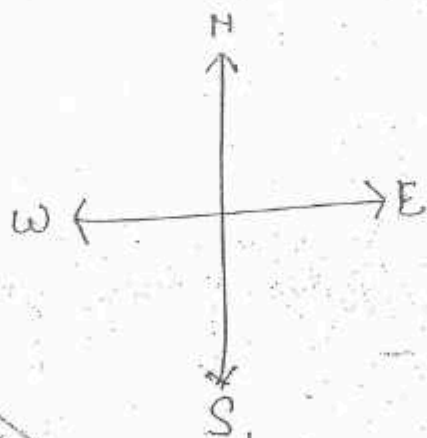


For Sunglow Housing Private Limited


Director/Authorized Signatory



PLOT NO. GH-10, SECTOR-4, NEW MORADABAD SCHEME,
MORADABAD, U.P.



For Sunglow Builders Pvt. Ltd

Ramaut

Authorised Signatory / Director

For Sunglow Housing Private Limited

Devi Prasad Jain

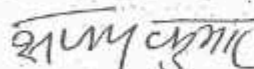
Director/Authorized Signatory


4. The Transferee Company shall have the right to get the said land mutated and transferred in its own name on the basis of this Transfer deed in the relevant record of the concerned authorities, even in the absence of Transferor Company.

IN THE WITNESS WHEREOF, THE TRANSFEROR COMPANY AND THE TRANSFEE COMPANY HAVE SIGNED THIS TRANSFER DEED AFTER UNDERSTANDING THE CONTENTS AT THE PLACE, DAY, MONTH AND YEAR ABOVE WRITTEN, AND IN THE PRESENCE OF THE FOLLOWING WITNESSES:

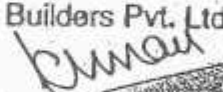
SIGNED, EXECUTED & DELIVERED

WITNESSES:-

1. 
8/08/10 Rajendra Prasad
R/O 12, Daya Nand Vihar
Delhi - 92
Voter ID Card - DCV 1508274

2. 
8/08/10 J.P. Singh
R/O 650, Shabarpur
Delhi - 92
Voter ID Card - DL/21/039/273088

For Sunglow Builders Pvt. Ltd


Authorized Signatory

1. (Sunglow Builders Private Limited)
Through its Authorized Signatory
Sh. Kamaluddin Khan
Transferor

For Sunglow Housing Private Limited


Director/Authorized Signatory

2. (Sunglow Housing Private Limited)
Through its Authorized Signatory
Sh. Vaibhav Jain
Transferee

15. UTTAR PRADESH

Finance Dept. Notification No. M. 599/X—501, dated 25th March, 1942.—In exercise of the powers conferred by clause (a) of section 9 of Indian Stamp Act, 1899 (II of 1899), and in supersession of all previous notifications issued from time to time under the said clause of the said section in so far as they apply to the State and relate to instruments other than bills of exchange, promissory notes, bills of lading, letters of credit, policies of insurance, proxies and receipts, the Governor is pleased to reduce, to the extent set forth in each case, the duties chargeable in Uttar Pradesh under the said Act in respect of instruments hereinafter described under Nos. 5, 29, 38, 41, 48, 55, 56, 66, 68 and 84 and to remit the duties so chargeable in respect of instruments of other classes hereinafter described:

A.—Land Revenue—General

1. Lease or counterpart thereof executed at the time of settlement made directly on behalf of the Crown with the existing occupant of land, whether a zamindar or a tenant and whether self-cultivating or not:

Provided that no fine or premium is paid in consideration of the lease.

2. Instruments executed for the purpose of securing the repayment of a loan made, or to be made, under the Land Improvement Loans Act, 1883 (XIX of 1883), or the Agriculturists' Loans Act, 1884 (XII of 1884), including an instrument whereby a landlord binds himself to consent to the transfer, in the event of default in such repayment, of any land, or interest in land on the security of which any such loan is made to his tenant.

3. Agreements of the kinds described in section 98(a) of the U.P. Tenancy Act, 1939 (XVII of 1939), with respect to the enhancement of the rent of a tenant.

4. *[Deleted.]*

5. Mortgage deed executed afresh in lieu of a previous mortgage deed for the purpose of giving effect to the provisions of section 9, sub-section (2) or section 17 of the Bundelkhand Alienation of Land Act, 1903 (U.P. Act II of 1903). So much of the duty remitted as is not in excess of the duty already paid in respect of the previous mortgage deed.

B.—Opium, Excise and Hemp Drugs.

6. Bond when executed by the surety of middleman (*lambardar* or *khattadar*) taking an advance for the cultivation of poppy for the Central Government.

7. Agreement or memorandum of agreement made by a raiyat or by a middleman (*lambardar* or *khattadar*) for the cultivation of poppy for the Central Government.

8. Power of attorney executed in favour of a *lambardar* or *khattadar* by an opium cultivator, who does not attend personally to receive and advance or to enter into a contract for the cultivation of poppy for the Central Government.

9. Instrument of the nature of a mortgage deed when executed by the surety of a middleman (*lambardar* or *khattadar*) taking an advance for the cultivation of poppy for the Central Government.

C.—Forest Department

10. Agreement or security bond required to be executed under the rules to regulate the training and appointments in the Provincial Subordinate Forest Service by a student and his surety previous to his entry into a Forest School or College in the State.

11. Instruments in the nature of a conveyance on behalf of the Crown of standing trees or any other forest produce in a Government forest; and also the following instruments:

- (i) Contract for collection of minor produce, barks, etc.
- (ii) Contract for felling and removing trees.
- (iii) Contract for the purchase of timber or firewood to be felled or cut departmentally.
- (iv) Contract of the usufruct of trees and topes.
- (v) Contract for the felling or cutting and purchase of timber or firewood.
- (vi) Agreement for felling and conversion of timber.

[Note: This remission has been amended by a later notification (Serial No. 167) where by the above remissions will apply to those instruments in which the value set forth does not exceed Rs. 5,000].

For Sunglow Builders Pvt. Ltd.

For Sunglow Housing Private Limited

Authorised Signatory / Director

Director/Authorised Signatory

D.—Scholarship, Stipends, etc.

12. Agreement, bond or security bond required to be executed by or on behalf of the holder of a scholarship or stipend awarded by the Government.
13. Security bond executed in favour of the Crown by a Military Medical student of the Assistant Surgeon Branch of the Indian Medical Department or from the surety of any such student.
14. Bonds executed by students of the Aligarh Muslim University and its allied institutions in favour of the Duty Society of the said University.

F.—Posts and Telegraphs Department

15. Letter which a person depositing money in a Post Office Savings Bank, as security, to the Government or a local authority for the due execution of an office or for the fulfilment of a contract or for any other purpose is required to address to the Postmaster in charge of the Post Office Savings Bank, agreeing to special conditions with respect to the application and withdrawal of the money deposited and the payment of interest accruing thereon.

G.—Railway and Inland Steamer Companies

16. Agreement made with a Railway Company or Administration or an Inland Steamer Company for the conveyance of goods.
17. Agreement or indemnity bond given to a Railway Authority or an Inland Steamer Company by a passenger permitted to travel without payment of fare, indemnifying such authority or company from any claim for damages in case of accident or injury.
18. Agreement or indemnity bond given to a Railway Authority or an Indian Steamer Company by a consignee (when the railway receipt or bill of lading is not produced) in respect of the delivery of articles carried at half parcel rates, or at goods rates, namely, fresh fish, fruits, vegetables, bazar baskets, bread, meat, ice and other perishable articles.
19. Agreement made with the Railway Company or Administration which purports to limit the responsibility of the Company or Administration as declared by the Indian Railways Act, 1890 (IX of 1890), section 72, sub-section (1), and is in a form approved by the Federal Railway Authority or the Central Government under sub-section (2) of that section.

H.—Government Officers and Contractors

20. Agreement paper passed by a contractor of the Royal Indian Army Service Corps where his security deposit is transferred to a Post Office Savings Bank.
21. Instrument in the nature of a memorandum or agreement furnished to, or made or entered into with, an officer of the Royal Indian Army Service Corps by a contractor.
22. Agreement or declaration by which a tender made to an officer of the Royal Indian Army Service Corps is accepted as a contract where the deposit of the contractor as security for his contract is made in Government of India promissory notes or in cash.
23. Instrument in the nature of a memorandum, agreement or security bond furnished to or made or entered into by a contractor for the execution of any work entrusted to him by, or for the due performance of any contract with:
 - (a) the Indian Army Ordnance Corps, or
 - (b) the Ordnance and Clothing Factories, or
 - (c) the Military Farms Department, or
 - (d) the Opium Department, or
 - (e) the Forest Department, or
 - (f) the State Railway Department, or
 - (g) the Public Works Department or any other administrative department empowered to execute public works, or
 - (h) the Public Health Department, or
 - (i) the Industries Department in respect of contracts for the supply of stores for the public service.

For Sunglow Housing Private Limited

For Sunglow Builders Pvt. Ltd

Director/Authorized Signatory

24. Agreement executed on the U.P. Public Works Department Manual Form No. 36 (agreement with zamindars allowed to build wells, etc., on Government land) or on the Manual Form No. 37 (agreement for the erection of buildings, etc., on Government land).

25. Instruments furnished to, or made or entered into with, any of the departments, corps and factories mentioned in item 23 by a contractor under which the due performance of any contract is secured by the

अंतरण पत्र

100.00

फीड रजिस्ट्री

20

मकल व प्रति शुल्क

120.00

योग

800

अब्द लगभग

मैसर्स सनग्लो हाऊसिंग प्रा0लि0 द्वारा वैभव जैन
परवीन कुमार जैन

पुत्र श्री
व्यवसाय

निवासी स्थायी

अस्थायी पत्र

ने यह लेखपत्र इस कार्यालय में
वर्जित निबन्धन हेतु पेश किया।

दिनांक 11/10/2013 समय 4:01PM

Pabhai Jain



रजिस्ट्रार अधिकारी के हस्ताक्षर

पी0 के0 अस्थाना
उप निबन्धक (द्वितीय)

मुरादाबाद

11/10/2013

निष्पादन लेखपत्र बाद युनने व समझने मजमून व प्राप्त धनराशि रु पलेखानुसार उक्त
विक्रेता

मैसर्स सनग्लो बिल्डिंग्स प्रा0लि0 द्वारा

कमालउददीन

पुत्र श्री एस0 एस0 खान

पेशा

निवासी

Pabhai Jain

केता

मैसर्स सनग्लो हाऊसिंग प्रा0लि0 द्वारा वैभव जैन
पुत्र श्री परवीन कुमार जैन

पेशा

निवासी



Pabhai Jain



ने निष्पादन स्वीकार किया।

दिलकी पहचान श्री

संजय कुमार

पुत्र श्री

राजेन्द्र प्रसाद

पेशा

Sanjay Kumar

निवासी

12 दर्यानन्द विहार दिल्ली

व श्री

भगत सिंह

पुत्र श्री

जे0 पी0 सिंह

पेशा

Bhagat Singh

निवासी

650 शंकरपुर दिल्ली

ने को।

पलेखन बाद साक्षियों के निशान अंगूठे निशानानुसार लिये गये हैं।



रजिस्ट्रार अधिकारी के हस्ताक्षर

पी0 के0 अस्थाना
उप निबन्धक (द्वितीय)
मुरादाबाद

deposit of money or of Government or other securities and an instrument under which materials belonging to a contractor are mortgaged as security for an advance made to him by any such department, corps or factory.

26. Mortgage deed executed by a person in the Civil or Military service of the Crown for securing the repayment of an advance received by him from the Government for the purpose of constructing, purchasing or repairing a dwelling house for his own use.

27. Instrument of reconveyance of mortgaged property executed on behalf of the Crown in favour of any person who is or has been in the Civil or Military service of the Crown on the repayment of an advance received by him from the Government for the purpose of constructing, purchasing or repairing a dwelling house for his own use.

28. Instrument of reconveyance executed on behalf of the Crown in respect of property mortgaged by a person in the service of the Crown or his surety as security for the due execution of an office or the due accounting for money or other property received by virtue thereof.

29. Agreement which has been or may be entered into in compliance with the rules prescribed in Appendix XXII-A of Regulations for the Army in India for regulating the deposits of regimental funds with private banks or firms or such other rules for that purpose as may hereafter be in force—Duty reduced to the amount payable in respect of a bond for like amount or value, or to Rs. 5 whichever shall be less.

30. Mortgage deed or agreement executed by a person in the service of the Crown for securing the repayment of an advance received by him from the Government for the purpose of purchasing a motor car, a motor boat, a motor cycle, a horse, a cycle or a typewriter.

31. Agreement executed by a person in the service of the Crown relating to the repayment of an advance received by him from the Government for defraying the cost of passage for himself or his family or both.

32. Authority in writing executed under rule 1, Order 28 of the Code of Civil Procedure, 1908 (V of 1908), by an officer or soldier actually serving the Crown in a military capacity authorising any person to sue or defend in his stead in a Civil Court.

I.—Other Documents

33. Letter of authority or power of attorney executed for the sole purpose of authorising one or more of the joint holders of a Government security to give on behalf of the other or others of them, or any one or more of them, a discharge for interest payable on such security or on any renewed security issued in lieu thereof.

34. Sanad or Jagir or other instrument conveying land granted to an individual by the Crown otherwise than for a pecuniary consideration.

35. Instrument of exchange executed by a private person where land is given by him for public purposes in exchange for other land granted to him by the Government.

36. Transfer by endorsement of a mortgage of rates and taxes authorised by any Act for the time being in force in the State.

37. Affidavit or declaration in writing when made, as condition of enrolment, in the Police Department, under paragraph 394 of the U.P. Police Regulations.

38. Agreement executed for service or for performance of work in any estate not less than ten acres in extent, whether held by one person, or by more persons than one as co-owners, and whether in one or more blocks, and situated in the State, which is being prepared for the production of, or actually produces tea, coffee, rubber, pepper, cardamom or cinchona where the advance given under agreement does not exceed fifty rupees—Duty reduced to ten paise.

39. Instrument of transfer of shares registered in a branch registered in the United Kingdom under the provisions of section 41 of the Indian Companies Act, 1913 (VII of 1913), which has paid the stamp duty leviable thereon in accordance with the law for the time being in force in the United Kingdom.

40. Authority in writing (general or special) authorising an agent to appear and plead under section 41 of the U.P. Village Panchayat Act, 1920 (VI of 1920).

41. Attested instrument evidencing an agreement relating to the hypothecation of movable property where such hypothecation has been made by way of security for the repayment of money advanced in or be advanced by way of loan or of an existing or future debt—Duty reduced to the amount chargeable on a bill of exchange under Article 13(b) of Schedule I of the Stamp Act, 1899, for the amount secured by such loan or debt is repayable on demand or more than three months from the date of the instrument, to half that amount, if such loan or debt is repayable not more than three months from the date of the instrument. [This requires revision in the light of amendment in the Stamp Act, 1899.]

For Sunglow Builders Pvt. Ltd.

Authorised Signatory / Director

Director/Authorised Signatory

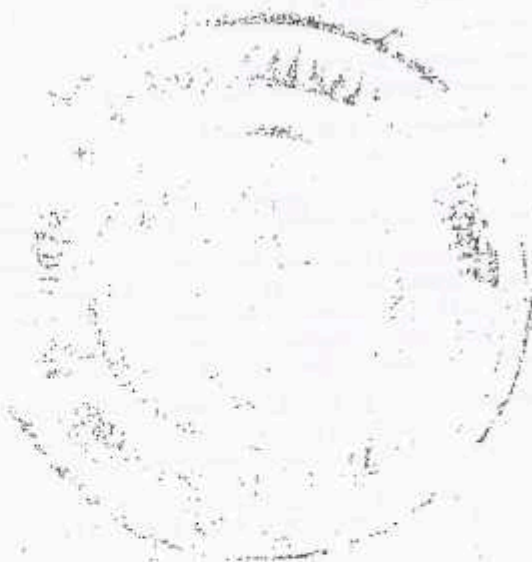
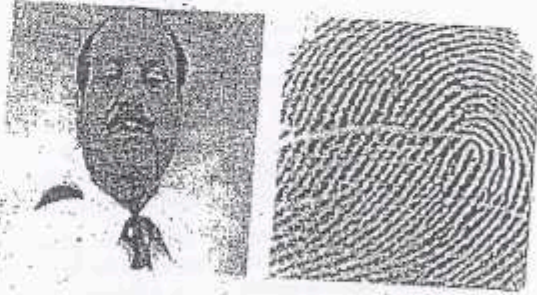
विक्रेता

Registration No.: 9467

Year: 2013

Book No.: 1

0101 मेसर्स सनग्लो बिल्डिर्स प्रा0लि0 द्वारा कमातउददीन
एच0 एस0 खान



42. [Deleted]

43. Unattested instrument evidencing an agreement relating to the hypothecation of movable property, where such hypothecation has been made by way of security for the repayment of money advanced or to be advanced by way of loan or of an existing or future debt.

44. Instrument of transfer of Government stock registered in the book debt account.

45. Instrument of release referred to in section 48 of the Indian Merchant Shipping Act, 1923 (XXI of 1923).

46. Award of arbitrators in any dispute in which a co-operative society in the State is a party.

47. Agreement between an employer and a workman employed by or under him regarding the payment of compensation under the Workmen's Compensation Act, 1923 (VIII of 1923).

48. Mortgage-deed being a collateral or auxiliary or additional security or being by way of further assurance where the principal or primary security is duly stamped, in any case in which the sum secured is in excess of Rs. 20,000—Duty reduced to the amount of duty which would be chargeable under Article 40(c) of the first schedule to the Stamp Act, 1899, if the sum secured were Rs. 20,000.

49. Instrument cancelling a will.

50. Indemnity bond executed in pursuance of paragraph 8 of Royal Air Force Instruction (India) No. 33 of 1935 by a non-entitled person undertaking passenger flights in accordance with clause (iii) of paragraph 7 thereof.

51. Agreement or memorandum of agreement relating to the hire of a bicycle for a period of less than a week.

52. Certificates of shares of the Reserve Bank of India, Nos. B-1 to B-27942, C-1 to C-23890, D-1 to D-23000, M-1 to M-14000, and R-1 to R-3157, dated the 26th March, 1935.

53. Transfer to Government of shares of the Reserve Bank of India, under clause (11) of section 4 of the Reserve Bank of India Act, 1934 (II of 1934).

54. Instrument evidencing transfer of property between companies limited by shares as defined in the Indian Companies Act, 1913, in a case:

- (i) where at least 90 per cent. of the issued share capital of the transferee company is in the beneficial ownership of the transferor company, or
- (ii) where the transfer takes place between a parent company and a subsidiary company one of which is the beneficial owner of not less than 90 per cent. of the issued share capital of the other, or
- (iii) where the transfer takes place between two subsidiary companies of each of which not less than 90 per cent. of the share capital is in the beneficial ownership of a common parent company:

Provided that a certificate is obtained by the parties to the instrument from the Registrar, Joint Stock Companies, United Provinces.

55. (Has become obsolete.)

56. Counterpart agreements of excise licences in forms C.L.-1, L.D.-3 and P.D.-2 of the Excise Manual—Duty reduced to seventy-five paise.

57. Instrument of obligation executed by the accused person or his sureties in Forms B or C of the United Provinces First Offender's Probation Rules, 1939.

58. Agreement or memorandum of agreement made in the form of tenders to the Provincial Government for or relating to any loan.

59. The duty chargeable under Article 24 of Schedule I of the Indian Stamp Act, on copies of departmental orders against which servants of the Crown are in accordance with the provisions of any rule made in this behalf entitled to appeal.

60. Security Bonds executed by extra kurk amins employed for collection of canal and *takavi* dues.

61. Awards executed prior to 1st January 1942 by sianas in the pargana of Jaunsar-Bawar, district Dehra Dun. For Sunglow Builders Pvt. Ltd. For Sunglow Housing Private Limited

Authorised Signatory / Director

Director/Authorized Signatory

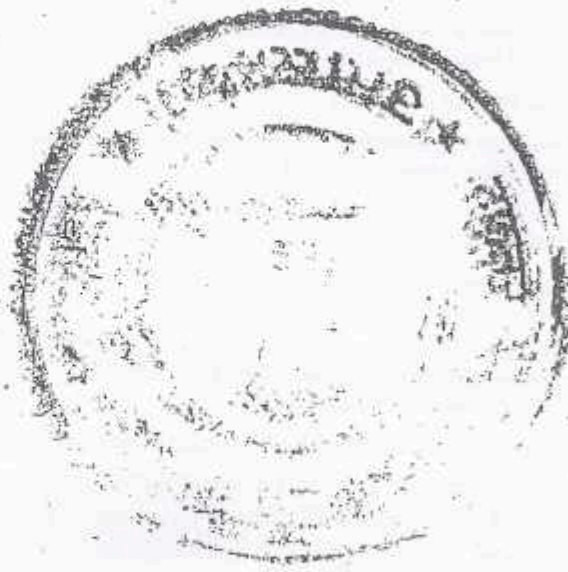
मेरुता

Registration No. : 9467

Year : 2013

Book No. : 1

0201 मैसर्स सनग्लो हाऊसिंग प्रा०लि० द्वारा वैभव जैन
परवीन कुमार जैन





Phone No.0512-2530688
No.0512-2540383
Fax No.0512-2540423

GOVERNMENT OF INDIA,
MINISTRY OF CORPORATE AFFAIRS,
O/o REGISTRAR OF COMPANIES, UP & UTTARAKHAND,
10/499-B, Allengauj,
KANPUR- 208002

No.ROC/Misc./SKM/ 813

Dated: 25.6.2013

M/s Sunglow Housing Private Limited,
Flat No. A-003, Aditya Mega City,
Plot No. C/GH-3, Vaibhav Khand, Indirapuram,
Ghaziabad.

Sub: Issue of letter regarding holding/subsidiary relationship of M/s. Sunglow Housing Private Limited and M/s. Sunglow Builders Private Limited.

Sir,

With reference to your letters dated 21.06.2013 on the subject cited above, I am to state that M/s. Sunglow Builders Private Limited having its Registered Office at 11, New Rajdhani Enclave, Vikas Marg, Delhi-110 092 is holding 10,000 Equity Shares of Rs.10/- each totaling Rs.1,00,000/- (including 01 equity share of Rs 10/- each held through its nominee Shri Praveen Kumar Jain) i.e. 100% shares in M/s Sunglow Housing Private Limited having its Registered Office at Flat No. A-003, Aditya Mega City, Plot No. C/GH-3, Vaibhav Khand, Indirapuram, Ghaziabad. As per documents/papers filed by the company, the paid up share capital of M/s Sunglow Housing Private Limited is Rs. 1,00,000/- divided into 10,000 Equity Shares of Rs.10/- each and therefore as on date M/s Sunglow Housing Private Limited is a wholly owned subsidiary company of M/s Sunglow Builders Private Limited.

This letter is issued on the basis of affidavits filed by Shri Praveen Kumar Jain and Smt. Seema Jain, Directors of M/s Sunglow Housing Private Limited and Shri Ashish Agarwal and Smt. Uma Agarwal, Directors of M/s Sunglow Builders Private Limited and Certificate dated Nil from M/s Shalini Agarwal & Associates, Company Secretaries and also record available in this office.

Your attention is also invited that e-governance project namely MCA-21 has been implemented in the year 2006 and the required information/documents can be accessed from the Ministry's website www.mca.gov.in.

This letter is issued on the request of the concerned authority/company. In case, this letter is produced for the purpose of exemption from payment of revenue, the concerned Department may take appropriate action on the merits of the case under the relevant laws, rules, regulations and due diligence without prejudice to the facts mentioned in this letter.



For Sunglow Builders Pvt. Ltd

Authorized Signatory/Director

Yours faithfully,

(S P KUMAR)

REGISTRAR OF COMPANIES,
UTTAR PRADESH & UTTARAKHAND,
KANPUR.

For Sunglow Housing Private Limited

Director/Authorized Signatory

TO WHOM SO EVER IT MAY CONCERN

On the basis of examination of relevant records and documents produced before us, we do hereby certify that as on the date of this certificate, Sunglow Housing Private Limited (CIN: U70102UP2013PTC056688) enjoys the status of Wholly-Owned Subsidiary Company of Sunglow Builders Private Limited (CIN: U45400DL1996PTC082662) as the 100% Paid-up Share Capital of Rs. 100,000/- comprising of 10,000 Equity Shares of Rs. 10/- each of Sunglow Housing Private Limited is beneficially held by Sunglow Builders Private Limited in its name and in the name of its nominee as under :

Sl. No.	Name of Shareholders	No. of Shares Held	Status of Holding
1.	M/s. Sunglow Builders Private Limited	9999	In its own Name
2.	Mr. Praveen Kumar Jain	01	As Nominee of Sunglow Builders Private Limited
	TOTAL	10,000	

Sl. No.	Name of Directors	Designation	Date of Appointment
1.	Mr. Praveen Kumar Jain	Director	Since Incorporation i.e. 02/05/2013
2.	Mrs. Seema Jain	Director	Since Incorporation i.e. 02/05/2013

SHALINI AGARWAL & ASSOCIATES
 Company Secretaries



Shalini
 Shalini Agarwal
 Prop.
 (M.No.: FCS 6026)

For Sunglow Builders Pvt. Ltd

Purman
 Authorised Signatory / Director

For Sunglow Housing Private Limited

Praveen Jain
 Director/Authorized Signatory

Off. : 143, Sector III A, Vaishali, Ghaziabad, U.P. (India)

Ph.: 91 - 120-4135943 Mob. : +91-98112-11943, E-mail : roc.databank@gmail.com / s4agarwal@gmail.com

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF SUNGLOW BUILDERS PRIVATE LIMITED HELD ON FRIDAY, THE 13TH DAY OF SEPTEMBER 2013, AT 10.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 11, NEW RAJDHANI ENCLAVE, VIKAS MARG, DELHI-110092

"RESOLVED THAT the land registered in the name of the company admeasuring 50084.27 sq. mtr. situated at GH-10, Sector -04, New Moradabad Scheme, Moradabad, Uttar Pradesh be transferred in the name of Sunglow Housing Private Limited, wholly owned subsidiary company of the company.

RESOLVED FURTHER THAT Mr. Kamaluddinn Khan S/o Mr. M. S. Khan be and is hereby authorized to sign and execute the transfer/sale deed and other relevant documents and to get the said documents registered in the office of Sub-Registrar, Moradabad, for and on behalf of the company and to complete all the legal and procedural formalities related to above said matter."

Specimen Signature of Mr. Kamaluddinn Khan



Verified by Mrs. Uma Agarwal



**Certified True Copy -
For Sunglow Builders Private Limited
For Sunglow Builders Private Limited**


(Uma Agarwal) Authorized Signatory / Director
Director

SUNGLOW HOUSING PRIVATE LIMITED

Regd Office Flat No. A -003, Aditya Mega City, Plot No. C/GH-3, Vaibhav Khand, Indirapuram,
Ghaziabad, Uttar Pradesh

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF SUNGLOW HOUSING PRIVATE LIMITED HELD ON FRIDAY, THE 13TH DAY OF SEPTEMBER, 2013 AT 11.30 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT FLAT NO. A-003, ADITYA MEGA CITY, PLOT NO. C/GH-3, VAIBHAV KHAND, INDIRAPURAM, GHAZIABAD, UTTAR PRADESH

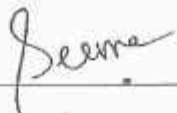
"RESOLVED THAT the land admeasuring 50084.27 sq. mtr. situated at GH-10, Sector -04, New Moradabad Scheme, Moradabad, Uttar Pradesh be transferred in the name of the company from its holding company Sunglow Builders Private Limited.

RESOLVED FURTHER THAT Mr. Vaibhav Jain S/o Mr. Praveen Kumar Jain be and is hereby authorized to sign and execute the transfer/sale deed and other relevant documents and to get the said documents registered in the name of company in the office of Sub-Registrar, Moradabad, for and on behalf of the company and to complete all the legal and procedural formalities related to above said matter."

Specimen Signature of Mr. Vaibhav Jain



Verified by Mrs. Seema Jain



**Certified True Copy
For Sunglow Housing Private Limited**

For Sunglow Housing Private Limited

(Seema Jain)
Director

Authorized Signatory

उत्तर प्रदेश शासन
कर एवं निबन्धन अनुभाग-5
संख्या-संवि०/कॉ०/नि०-5-4720/11-2009-500(129)/2009
तखनक 10 सितम्बर 2009

अधिसूचना

साधारण खण्ड अधिनियम, 1897 (अधिनियम संख्या-10 सन 1897) की धारा 21 के साथ पठित उत्तर प्रदेश में करकी प्रवृत्ति के सम्बन्ध में समय-समय पर यथासंशोधित भारतीय स्टाम्प अधिनियम, 1899 (अधिनियम संख्या 2 सन 1899) की धारा 9 की उपधारा (1) के खण्ड-(क) के अधीन शक्ति का प्रयोग करके राज्यपाल सरकारी अधिसूचना संख्या-एम् 599/ दस-501 दिनांक 25 मार्च 1942 में गजट के प्रकाशन की तिथि से निम्नलिखित संशोधन करते हैं:-

संशोधन

उपर्युक्त अधिसूचना में मद 54 के अन्तर्गत शीर्षक "एल-अन्व निगाग" में शब्द और अंक "इण्डियन कम्पनीज ऐक्ट, 1913" के स्थान पर शब्द और अंक "कम्पनीज ऐक्ट 1956" रख दिये जायेंगे।

आज्ञा री.

(देश दीपक वर्मा)
प्रमुख राक्षिप।

For Sunglow Builders Pvt. Ltd.

Authorized Signatory / Director

For Sunglow Housing Private Limited

Director/Authorized Signatory

101-102-A. Not printed as they related to enrolment of Advocates in the Court of Judicial Commissioner of Sind and the High Court of Lahore.

103. Instrument of transfer of Government Stock registered in the book debt account.

104. Instrument of release referred to in section 48 of the Indian Merchant Shipping Act, 1923 (XXI of 1923).

105. Decision or award of the Registrar of Co-operative Societies for the Central Provinces and the award of arbitrators in any dispute in which a co-operative society in India is a party.

106. Receipt or bill of lading issued by the Commercial Carrying Company Ltd., for the fare for the conveyance of passengers or goods or both or receipt given by the said Company for the refund of an over-charge made in respect of such fare.

107. Receipt given for interest paid in India on securities of the Mysore Darbar.

108. Agreement between an employer and a workman employed by or under him regarding the payment of compensation under the Workmen's Compensation Act, 1923 (VIII of 1923).

109. In the Province of Assam, a mortgage-deed being a collateral or auxiliary or additional security or being by way of further assurance where the principal or primary security is duly stamped, in any case in which the sum secured is in excess of Rs. 20,000.—Duty reduced to the amount of duty which would be chargeable under Article 40(c) of the First Schedule to the Indian Stamp Act, 1899, if the sum secured were Rs. 20,000.

110. Mortgage-deed being collateral or auxiliary or additional security or being by way of further assurance.—Duty reduced to Rs. 15 in the Province of the Punjab and to Rs. 10 in the Presidency of Bengal, and the Provinces of Bihar and Orissa provided that the duty paid on the principal or primary security exceeds the amount specified for that presidency or province.

111. Proxy empowering a person to vote at a meeting of creditors—Duty reduced to the rate chargeable on a proxy empowering a person to vote at any one meeting of members of an incorporated Company.

112. Instrument cancelling a Will.

113. Renewal of any of the Foreshore securities issued by the Trustees of the Port of Bombay under the provisions of section 30 of the Bombay Port Trust Act, 1879 (Bombay Act VI of 1879).

*114. Indemnity bond executed in pursuance of paragraph 8 of the Royal Air Forces Instruction (India), No. 33 of 1935 by a non-entitled person undertaking passenger flights in accordance with clause (iii) of paragraph thereof.]

115. Mortgage deed security the repayment of a loan advanced or to be advanced under the Madras State Aid to Industries Act, 1923 (Madras Act V of 1923), to a cottage industrialist or owner of a small concern, the capital outlay of which does not exceed one thousand rupees.

116. Agreement or memorandum of agreement relating to the hire of a bicycle for a period of less than a week.

117. (Has become obsolete.)

Additional Notifications

In exercise of the powers conferred by clause (a) of section 9 of the Indian Stamp Act, 1899 (II of 1899), the Governor-General in Council is pleased to remit prospectively and retrospectively the duty chargeable under the said Act on security bonds executed by or by the sureties of persons against whom an order under sub-section (1) of section 2 of the Bengal Criminal Law Amendment Act, 1930 (Bengal Act VI of 1930) has been made in pursuance of the conditions on which such order has been or may be directed to be suspended or cancelled under sub-section (1) of section 10 of the last named Act.—(No. 11, dated 15th June, 1935).

The duty chargeable under the Indian Stamp Act, 1899 (II of 1899), on transfers to Government of shares of the Reserve Bank of India under clause 11 of section 4 of the Reserve Bank of India Act, 1934 (II of 1934), has been remitted prospectively and retrospectively.—(Notification No. 8, dated 2nd May, 1936.)

In exercise of the powers conferred by clause (a) of section 9 of the Indian Stamp Act, 1899 (II of 1899), the Governor-General in Council is pleased to remit the stamp duty chargeable under Articles 23 and 62 of Schedule I to the said Act on instruments evidencing transfer of property between companies limited by shares as defined in the Indian Companies Act, 1913, in cases—

For Sunglow Builders Pvt. Ltd.

For Sunglow Housing Private Limited

6. Subs. by Notification No. 10, dated 14th February, 1936.
Authorised Signatory

Director/Authorized Signatory

- (i) where at least 90 per cent. of the issued share capital of the transferee company is in the beneficial ownership of the transferor company, or
 - (ii) where the transfer takes place between a parent company and a subsidiary company one of which is the beneficial owner of not less than 90 per cent. of the issued share capital of the other, or
 - (iii) where the transfer takes place between two subsidiary companies of each of which not less than 90 per cent. of the share capital is in the beneficial ownership of a common parent company:
- Provided that in each case a certificate is obtained by the parties from the officer¹ appointed in this behalf by the local Government concerned that the conditions above prescribed are fulfilled.—(Notification No. 1, dated 16th January, 1937).

2. ANDHRA PRADESH

¹R. D. Notification No. 13, dated 17th December, 1938.—In exercise of the powers conferred by clause (a) of section 9 of the Indian Stamp Act, 1899 (II of 1899), and in supersession of all previous notifications issued from time to time under the said clause of the said section, (in so far as they relate to the State of Andhra Pradesh) except the notification of the Government of India in the Finance Department (Central Revenues) No. 6, Stamps, dated the 14th August, 1937, as subsequently amended, the Government of Madras are hereby pleased to reduce to the extent set forth in each case, the duties chargeable in the said Province under the said Act in respect of the instruments hereinafter described under Nos. 30, 34, 35, 47, 49, 51, 59, 72, 85 and 86 and to remit the duties so chargeable in respect of instruments of the other classes hereinafter described.—[Preamble amended by G. O. MS. No. 506, Revenue, dated 3rd April, 1962.]

A.—Land Revenue

1. Deleted by G. O. MS. No. 506, Revenue, dated 3rd April, 1962.
2. Instrument executed for the purpose of securing the repayment of a loan made, or to be made, under the Land Improvement Loans Act, 1883 (XIX of 1883), or the Agriculturists' Loans Act, 1884 (XII of 1884), including an instrument whereby a landlord binds himself to consent to the transfer, in the event of default in such repayment of any land, or interest in land, on the security of which any such loan is made to his tenant.
3. Patta granted by an officer of the Government in the said Province to a holder of land under a ryotwari settlement.
4. (Deleted by G.O. MS. No. 506, Revenue, dated 3rd April, 1962.)

B.—Opium, Excise and Hemp Drugs

5. Bond when executed by the surety of a middleman, (lambardar or Khattadar) taking an advance for the cultivation of the poppy for the Government.
6. Agreement or memorandum of agreement by a raiyat or a middleman (lambardar or khattadar) for the cultivation of the poppy for the Government.
7. Power-of-attorney executed in favour of a lambardar or khattadar by an opium cultivator, who does not attend personally to receive an advance or to enter into a contract for the cultivation of the poppy for the Government.
8. Instrument of the nature of a mortgage-deed when executed by the surety of a middleman (lambardar or khattadar) taking an advance for the cultivation of the poppy for the Government.
9. Agreement or memorandum of agreement for the cultivation of the hemp plant made by a cultivator in the said Province.

C.—Forest Department

10. (Deleted by notification published in Andhra Pradesh Gazette, dated 23rd November, 1961, Part I, page 3879.)

For Sunglow Builders Pvt. Ltd

For Sunglow Housing Private Limited

Authorized Signatory / Director

Director/Authorized Signatory

7. In Punjab, the Punjab Stock Companies, Punjab, has been appointed as the officer who certifies the instruments under the said Act.
8. This notification is in force throughout the State of Andhra Pradesh by virtue of section 10 of the Government of Madras Act, 1937 as amended by the subsequent Notifications.

श्री एसओएमोडिया प्रा. लि. हिन्दुस्तान टाइम्स लि. दिनांक 31 अक्टूबर 2003 को 90 प्रतिशत शेयर के अन्तर्गत उचित स्टाम्प की अतिरिक्त राशि का प्रस्तुत किया। 14 दी हिन्दुस्तान टाइम्स लि. के पास में एचओटीओमोडिया लि. के 100 प्रतिशत शेयर के पिछले 14 दी हिन्दुस्तान टाइम्स लि. में से एचओटीओमोडिया के पत्र में सम्पत्ति का ब्याक बी, सेक्टर-63, नोएडा की सम्पत्ति अंतरण करना चाहती है। शेयर के पिछले की पुष्टि में रजिस्टार अफि. कम्पनीज, उत्तरप्रदेश व उत्तरांचल, कानपुर का पत्र सं. टीओसीओ/मिसो/1804, दिनांक 9-10-2003, जो कलेक्टर/अपर डिप्टी-कारो/किओ/राओ/रजिस्टार गीतागढ़नगर को सम्बोधित है, की छाया प्रति प्रस्तुत की है।

उक्त पत्र में अंकित है कि मैसर्स हिन्दुस्तान टाइम्स लि. के पास मैसर्स एचओटीओमोडिया की 90 प्रतिशत शेयर के पिछले से अफि. है। उक्त प्रार्थना-पत्र के साथ रजिस्टार अफि. कम्पनीज, एचओटीओटीओ, देहली, हरियाणा न्यू देहली का प्रमाण-पत्र जारओसीओमो/1452, दिनांक 05-09-2003 की छाया प्रति लगन की गयी है कि मैसर्स एचओटीओमोडिया लि. के 5,00,000/- रुपये की शेयर के पिछले, मैसर्स हिन्दुस्तान टाइम्स लि. के पास हैं। उक्त प्रार्थना-पत्र के साथ अन्तरित कम्पनी है अफि. प्रतिनिधि श्री लीकेओवरिया का साथ-पत्र दिनांक 1-11-2003 लगन किया गया है। प्रार्थना-पत्र के साथ प्रस्तुत किशोर जॉन बालू ट्रस्टर डीड का अलिहा निष्पादन, जो सम्पत्ति सं-2, ब्लाक बीओ, सेक्टर-62, नोएडा, सेक्टर 19100 वर्ग मीटर के सम्पत्ति में है, लगन है। अन्तरित कम्पनी मैसर्स एचओटीओमोडिया लि. ने अपने अधिनियम हेतु प्रार्थना-पत्र में कहा है कि अन्तरित कम्पनी के अन्तरणकर्ता कम्पनी के पास उक्त प्रतिशत शेयर हैं व उसे प्राप्त की अपेक्षा सं. 1, दिनांक 16-01-1937 के अनुसार लिखें अन्तरित कम्पनी के 90 प्रतिशत से अफि. शेयर अन्तरणकर्ता कम्पनी के पास हैं तो स्टाम्प अधिनियम के अन्तर्गत अन्तरण के किछो पर स्टाम्प शुल्क की छूट विद्यमान है। अन्तरित कम्पनी ने कहा है कि उक्त छूट लागू नहीं हुई है व शुल्क मुक्ति उपलब्ध है। अन्तरित कम्पनी ने अपने कथन के समर्थन में लेखापत्र सं-11853/2003 दिनांक 15-10-2003 रजिस्ट्रीकरण अफि. कारी/द्वितीय लखनऊ, जो दी हिन्दुस्तान टाइम्स लि. द्वारा मैसर्स एचओटीओमोडिया के पत्र में निष्पादित किया गया है कि छाया प्रति की दाखिल किया है।

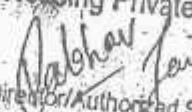
ग्राहक की अपेक्षा सं. 1, दिनांक 16-01-1937 का अध्ययन किया गया, उक्त अपेक्षा इस प्रकार है:-

- इन्डियन कम्पनीज अधिनियम 1913 में यथा परिभाषित शेयरों से सीमित कम्पनियों के बीच सम्पत्ति का अन्तरण प्रमाणित करने वाले किछो पर जब:-
- 1- लेने वाली कम्पनी की विद्यमान शेयर पूंजी का न्यूनतम 90 प्रतिशत अन्तरणकर्ता कम्पनी के हितकारी स्वामित्व में होगा।
 - 2- अन्तरण जो किसी मूल कम्पनी और उसकी सहायक कम्पनी जिनमें से एक

For Sunglow Builders Pvt. Ltd


 Director

For Sunglow Housing Private Limited


 Director/Authorized Signatory

Director/Authorized Signatory

37. Instrument of release referred to in Section 48 of the Indian Merchant Shipping Act, 1923 (XXI of 1923) Duty remitted.

38. Award of arbitrators in any dispute in which a cooperative society in Uttar Pradesh is a party. Duty remitted.

39. Agreement between an employer and a workman employed by or under him, regarding the payment of compensation under the Workmen's Compensation Act, 1923 (VIII of 1923). Duty remitted.

40. Duty reduced on mortgage deed, being a collateral or auxiliary or additional security or being by way of further assurance where the principal or preliminary security is duty stamped, in any case in which the sum secured in excess of Rs. 20,000 to the amount of duty which would be chargeable under Article 40(c) of the Schedule I-B of the Stamp Act, if the sum secured was Rs. 20,000.

41. Instrument cancelling a will. Duty remitted.

42. Indemnity bond executed in pursuance of paragraph 8 of Royal Air Force Instructions (India) No. 33 of 1935 by a non-entitled person undertaking passenger flights in accordance with clause (iii) of paragraph 7 thereof. Duty remitted.

42-A. Agreement or memorandum of agreement relating to the hire of a bicycle for a period of less than a week. Duty remitted.

43. Certificate of shares of the Reserve Bank of India, Nos. B-1 to B-27942, C-1 to C-23890, D-1 to D-23000 and R-1 to R-3157, dated March 26, 1935. Duty remitted.

44. Transfer to Government of shares of the Reserve Bank of India under Clause (II) of Section 4 of the Reserve Bank of India Act, 1934 (II of 1934). Duty remitted.

45. Instrument evidencing transfer of property between companies limited by shares as defined in the Indian Companies' Act, 1913, in a case—

- (i) where at least 90 per cent of the issued share capital of the transferee company is in the beneficial ownership of the transferor company, or
- (ii) where the transfer takes place between a parent company and a subsidiary company, one of which is the beneficial owner of not less than 90 per cent of the issued share capital of the other, or
- (iii) where the transfer takes place between two subsidiary companies, each of which, not less than 90 per cent of the share capital is in the beneficial ownership of a common parent company.

Provided that a certificate is obtained by the parties to the instrument from the Registrar, Joint Stock Companies, Uttar Pradesh. Duty remitted.

46. Counter and P.D.-2 of the

47. Instrument sureties, in for Probation Rules.

48. Agreement tenders to the F remitted.

49. Copies Government are this behalf, entitled

50. Security collection of can

51. Awards District Dehradun

52. Agreement before admission and other hospital under Article 5(1148/X-517, date

53. Agreement stationed in three allotments ment similar agreement of servants of the State Government (Notification No. I

54. Bonds ca Sadat-wa-momin by the Anjuman. 1943).

55. Duty reduced 1904, executed by Royal Military S No. M-387/X 5011

56. Faragkha: Duty remitted. [N

57. Duty charged on all bonds-executed that applicable to said Act. [Notification No. M

For Sunglow Builders Pvt. Ltd

Authorized Signatory

For Sunglow Housing Private Limited

Director/Authorized Signatory

आज दिनांक 11/10/2013 को
वही सं. 1 जिल्द सं. 8613
पृष्ठ सं. 355 से 362 पर क्रमांक 9467
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर.

पी० के० अस्थाना

उप निदेशक (नियंत्रण)

मुरादाबाद

11/10/2013



FORM NO. CAA.12

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

Confirmation order of scheme of merger or amalgamation between Sunglow Housing Private Limited (Transferor Company registered in the state of Uttar Pradesh) with Jainco Developers Private Limited (Transferee Company registered in NCT of Delhi).

Pursuant to the provisions of section 233 of the Companies Act, 2013, the scheme of merger or amalgamation of Sunglow Housing Private Limited (Transferor Company registered in the state of Uttar Pradesh) with Jainco Developers Private Limited (Transferee Company registered in NCT of Delhi) 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 day as per Clause 4 (G) of Part-II of the scheme.

The confirmation hereof is subject to the condition that the Income Tax Department retains its recourse for recovery in respect of any existing or future tax liabilities of the Transferor or the Transferee companies in respect of the assets sought to be transferred under the scheme and in respect of other transactions hitherto made by the said companies.

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


(DR. RAJ SINGH)
REGIONAL DIRECTOR (NR).

Date: 12 JAN 2021

Place: New Delhi

No: 233/146/T-2/2020/8 233

1. Jainco Developers Private Limited, Shop No. G-2, Ground Floor, Plot No. 5, Sikka Complex, Community Centre, Preet Vihar, Delhi- 110092.
- ✓ 2. Sunglow Housing Private Limited, A 60B, Sector 63 Noida Gautam Buddha Nagar UP- 201301.
3. Registrar of Companies, NCT of Delhi & Haryana.
4. Registrar of Companies, Uttar Pradesh at Kanpur.
5. The Official Liquidator, Allahabad.



SCHEME OF AMALGAMATION
(UNDER SECTIONS 233 AND OTHER APPLICABLE PROVISIONS,
IF ANY,
OF THE COMPANIES ACT, 2013)

of
SUNGLOW HOUSING PRIVATE LIMITED
WITH
JAINCO DEVELOPERS PRIVATE LIMITED

PREAMBLE

1. OVERVIEW AND OBJECTS OF THIS SCHEME

- 1.1. The Scheme Seeks to amalgamate the business of Sunglow Housing Private Limited - CIN:U70102UP2013PTC056688 (Transferor Company) with Jainco Developers Private Limited - CIN: U70101DL2006PTC148929 (Transferee Company), The Transferor Company is the wholly owned subsidiary of the Transferee Company. The Board of Directors of both the companies has resolved that amalgamation of the Transferor Company with the Transferee Company. It would be in the best interests of the shareholders, creditors, employees and other stakeholders of both the companies as it will results in increased operational efficiencies, being about economies of scale and results in the synergetic integration of businesses presently being carried on by both the companies.
- 1.2. The scheme will result in consolidation of the business of the Transferor Company and the Transferee Company in one entity and would strengthen the position of the Transferee Company.

For Sunglow Housing Private Limited

Director/Authorized Signatory

For JAINCO DEVELOPERS PRIVATE LIMITED

DIRECTOR/AUTHORIZED SIGNATORY



Accordingly, it would be in the best interest of both the Companies and their respective shareholders. The Transferee Company is likely to achieve higher long term financial returns than could be achieved by the Transferor Company and the Transferee Company individually.

1.3. The Transferor Company and Transferee Company believe that the financial, managerial and Technical resources, personnel capabilities, skill, expertise and technologies of each of the Transferor Company and Transferee Company pooled in the single entity, will lead to increased competitive strength, cost reduction and efficiencies, productivity, gain and logistic advantages, thereby significantly contributing to future growth.

1.4. This Scheme is presented under section 233 of chapter XV of the Companies Act, 2013 for the merger of the Transferor Company with Transferee Company. This Scheme is divided into the following parts:

PART I – This Part deals with the overview of both the companies and objective of the Scheme;

PART II – This part deals with the Definitions and Share Capital;

PART III–This part deals with amalgamation of the Transferor Company with the Transferee Company in accordance with under section 233 of chapter XV of the Companies Act, 2013; and

PART IV–This part deals with General Terms and Conditions applicable to this Scheme

For Sunglow Housing Private Limited

Director/Authorized Signatory

For JAINCO DEVELOPERS PRIVATE LIMITED

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- 1.5. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

PART-I

(Overview of both the companies and objective of the Scheme)

2. BRIEF OVERVIEW OF BOTH THE COMPANIES

2.1. Sunglow Housing Private Limited- CIN:U70102UP2013PTC056688

A. The Transferor Company is a private limited company incorporated as per provisions of the Companies Act, 1956 on 02/05/2013 under the name and style of Sunglow Housing Private Limited in the State of Uttar Pradesh.

B. The Transferor Company has its registered office at A-60B, Sector-63, Noida, Gautam Buddha Nagar, Uttar Pradesh-201301 within the jurisdiction of Regional Director-Northern Region, Government of India, Ministry of Corporate Affairs, New Delhi.

C. The objects of the Transferor Company as provided in the Memorandum of Association are as follows:

1. To carry on business of developers, builders, colonizers, contractors, maintainers, operators, managers in respect of immovable properties, infrastructure projects and power projects and to acquire, purchase, sale, take and give on lease and licence, build, mortgage, exchange, hire or otherwise, lands, plots, properties, farms houses, multiplex, shopping malls, office complexes, warehouses and cold storages, club,

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recreation centre, amusement park, other buildings and flats, shops, offices of ant tenure of any interest in the same.

2. To erect, construct, develop, build, rebuild, pull down, demolish, enlarge, purchase, own, convert, hold, exchange, improve, alter, repair, replace, acquire, divide, consolidate, appropriate, decorate, , furnish, self, mortgage and otherwise dispose-off, deal and render, consultation in building, houses, flat and all other kind of immovable property including multi storied flats, bungalows, offices, apartments, rooms, including agricultural, dairy and poultry farms, mines, quarries, gardens, dams, water works, tanks, wells, reservoirs, motels, bridges, restaurants, hotels, residential quarters, stores, godowns, warehouses, tunnels, drains, ponds, fountains, picnic spots or other recreation places, laboratories, models, sewers, culverts, channels, earth works, squares, streets and townships.
3. To build, take on lease, purchase, exchange or acquire in any manner or deal in any land, apartments, flats, rooms, houses, offices, factory buildings, shops, hotels, cinema houses, theatres, warehouses or any other accommodation for any use and to let or dispose-off the same in whole on in part on ownership basis or on deferred payment or any basis.

For Sunglow Housing Private Limited

Director/Authorized Signatory

For JAINCO DEVELOPERS PRIVATE LIMITED

DIRECTOR/AUTHORIZED SIGNATORY



2.2 Jainco Developers Private Limited-U70101DL2006PTC148929

- A. The Transferee Company is a private limited company incorporated as per provisions of the Companies Act, 1956 on 19/05/2006 under the name and style of Jainco Developers Private Limited in the State of National Capital Territory of Delhi.
- B. The Transferee Company has its registered office at Shop No. G-2, Ground Floor, Plot No.5, Sikka Complex, Community Centre, Preet Vihar, Delhi-110092 within the jurisdiction of Regional Director-Northern Region, Government of India, Ministry of Corporate Affairs, New Delhi.
- C. The objects of the Transferee Company as provided in the Memorandum of Association are as follows:
1. To carry on the business of Real Estate agents, brokers, consultants, contractors, sub-contractors, promoters, builders, colonisers, constructional engineers, planner, architects and interior decorators in India or to any part of the word.
 2. To purchase/sell, construct or and otherwise deal in any immovable property including lands, buildings (Commercial, residential & Industrial), mall, tenaments and hereditaments of any tenure, houses, flats, bungalows, shops, shopping malls, multiplex, cinema halls, offices, farm houses, godowns and any rights, interest and privileges there in and to develop and to turn them to account or otherwise buy, sell, rent, alienate, charge or

For Sunglow Housing Private Limited

Director/Authorized Signatory

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otherwise buy, sell, rent, alienate or charge or otherwise deal with all or any of such lands, tenements and buildings.

3. To erect, construct, maintain, either by the company or for other parties, roads, streets, waterworks, houses, buildings, flats, shops or civil work of every description on the land purchased by the company or upon the other lands of immovable property and pull down, rebuild, enlarge, alter and improve existing houses, buildings thereupon or to convert and appropriate any such land into and for roads, streets, squares, gardens and other conveniences and to deal with and improve the immovable property of the company or other immovable properties.
4. To purchase and sell for any person freehold rights or other immovable property, building or any share or shares therein and to transact on commission or otherwise the general business of land agent.

3. OBJECTS OF THE SCHEME

The proposed amalgamation will be in the best interest of the shareholders, creditors and other stakeholders of both the companies, as it will result in synergetic integration of the business and increased operational efficiencies and bring in economics of scale. Accordingly, as a result of amalgamation following benefits will accrue to both the companies:

For Sunglow Housing Private Limited

Director/Authorized Signatory

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- A. consolidation of entities and cost savings resulting from rationalization, standardization and simplification of business processes;
- B. optimization of operations and operational costs;
- C. ease of management;
- D. enhancement of asset base and net worth to capitalize on future growth potential;
- E. pooling of resources, optimum utilization of resources, creating better synergies across the group, optimum utilization of resources and greater economies of scale;
- F. faster and effective decision making, better administration and cost reduction including in administrative and other common costs;
- G. avoiding unnecessary duplication of costs of administration, distribution, selling and marketing and reduction of legal and regulatory compliances; and
- H. maximise the overall shareholders' value by strengthening its core competencies.

PART-II
(Definitions and Share Capital)

4. DEFINITIONS:

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the meanings as follows:

- A. "Act" means the Companies Act, 2013, including any statutory modifications, re-enactments or amendments thereof.

For Sunglow Housing Private Limited

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- B. "Appointed Date" means the April 1, 2020 or such other date as the Central Government through Regional Director, Northern Region, New Delhi may direct.
- C. "Board of Directors" or Board" means in relation to Transferor Company and Transferee Company, as the case may be, shall unless it is repugnant to the context or otherwise, include the Committee of Directors or any person authorize by the Board of Directors or by such Committee of Directors.
- D. "Book Value" means the value(s) or the assets and liabilities of the Transferor Company, as appearing in books of accounts of the Transferor Company and value of assets and liabilities of the Transferee Company as appearing in the books of accounts of the Transferee Company at the close of business as on the day immediate preceding the appointed date.
- E. "Both the Companies" include Transferor Company and Transferee Company.
- F. "Law" or "Applicable Law" includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, Tribunal, Court of India or any other country or jurisdiction as applicable.

For Sunglow Housing Private Limited

Director/Authorized Signatory

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- G. "The Effective Date" means last of the dates on which the certified copy of the order sanctioning the Scheme of Amalgamation will be filed by the Transferor Company and the Transferee Company with the Registrar of Companies.
- H. "Scheme" or "the Scheme" or "this Scheme" or "Scheme of Amalgamation" means this Scheme of Amalgamation of the Transferor Company with the Transferee Company in its present form or with such modifications as sanctioned by the Central Government through Regional Director, Northern Region, New Delhi.
- I. "Transferor Company" means Sunglow Housing Private Limited, a Company within the meaning of the Companies Act, 2013 and having its Registered Office at A-60B Sector 63, Noida, Gautam Budh Nagar-201301 in the State of Uttar Pradesh.
- J. "Transferee Company" means Jainco Developers Private Limited, a Company within the meaning of the Companies Act, 2013 and having its Registered Office at Shop Number G-2, Ground Floor, Plot Number-5, Sikka Complex, Community Centre, Preet Vihar, Delhi-110092 in the State of National Capital Territory of New Delhi.
- K. "Undertaking of the Transferor Company" means and includes:

- (a) All tangible and intangible assets, movable and immovable properties, investments, loans, advances, deposits, sundry

For Sunglow Housing Private Limited

Director/Authorized Signatory

For JAINCO DEVELOPERS PRIVATE LIMITED

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debtors and other receivables, rights, powers, authorities, entitlements and benefits of the Company concerned and all debts, borrowings and liabilities including contingent liabilities and other outstanding amounts payable and all the duties and obligations.

- (b) Without prejudice to the generality of sub-clause (a) above, Undertaking shall include all movable and immovable properties, freehold or leasehold, real and personal, corporeal and incorporeal, in possession or reversion, present and contingent and all other assets (whether tangible or intangible) of whatsoever nature or description and wheresoever situate, including land, buildings, apartments, flats together with lease, entry and occupation rights, liberties, easements and advantages and other rights and interest in or arising out of or in relation to any property; and shall also include office equipments, computer and allied hardware, furniture & fixtures, vehicles, utilities and services of every kind, descriptions and nature including telephone, telex, facsimile, internet, broadband, cable, wireless and other communication, transmission services and data storage facilities, investments in shares, debentures, bonds, mutual funds and other securities and instruments including applications in relation thereto or accruals arising therefrom, all loans, advances, deposits, tax

For Sunglow-Housing Private Limited

Director/Authorized Signatory

For JAINCO DEVELOPERS PRIVATE LIMITED

DIRECTOR/AUTHORIZED SIGNATORY



deducted at source, refunds, claims and all other receivables, sundry debtors, inventories, cash and bank balances, balance in profit and loss account, negotiable and quasi negotiable instruments, all intellectual property rights including but not limited to copyrights, trade marks, trade names, websites and domain names, all licenses, registrations, permissions, consents, exemptions and approvals of whatsoever nature, grants, permits, allotments, subsidies, concessions and quotas, import entitlements, benefits of all agreements, contracts, letters of intent, memorandum of understanding, term sheets and arrangements, assignments and all other rights, interests, powers and authorities, privileges, benefits and entitlements of every kind, nature and description including VAT, sales tax and Central Excise credits, credit for advance tax paid and taxes deducted at source and other benefits and reliefs available under the Income Tax Act, 1961 and under all other direct and indirect tax laws, whether vested or contingent, held or applied for by the Company or to which the Company is otherwise entitled to or as may be obtained hereafter and all necessary records including books, files, papers, storage or recorded electronic or magnetic media and software, deeds, documents, instruments and records of the concerned Company.

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5. INTERPRETATION

5.1. Term(s), Word(s) and expression(s) which are used in the in the Scheme but not defined herein shall, unless repugnant or contrary in the context or meaning thereof have same meaning ascribed to them under the Companies Act, 2013, the Income Tax Act, 1961 and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time in force.

5.2. In this Scheme unless the context otherwise requires:

- A. References to "persons" shall include individuals, bodies corporate wherever incorporated, unincorporated, associations, partnerships or proprietorships;
- B. The headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- C. References to one gender includes all genders; and
- D. Words in the singular shall include the plural and vice versa

6. SHARE CAPITAL

The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company are as under:

A. Sunglow Housing Private Limited (Transferor Company):

The Share Capital of the Transferor Company as at date of Appointment is as under:

For Sunglow Housing Private Limited

[Signature]
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[Signature]
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Particulars	Amount in Rupees
Authorized Capital:	
10,000 equity shares of Rs.10/- each	100,000
Total	100,000
Issued, Subscribed and Paid-up capital:	
10,000 equity shares of Rs.10/- each	100,000
Total	100,000

The Transferor Company is wholly owned subsidiary of the Transferee Company. The Transferee Company and its nominees (for the purpose of ensuring compliance with the provisions of the Act, which requires a private limited company to have at least 2 shareholders) legally and beneficially holds 100% (one hundred percent) equity shares of the Transferor Company.

There is no change in Authorized, Issued, Subscribed and Paid-up Share capital since the appointed date.

B. Jainco Developers Private Limited (Transferee Company):

The Share Capital of the Transferee Company as at date of appointment is as under:

Particulars	Amount in Rupees
Authorized Capital:	
2,000,000 equity shares of Rs.10/- each	20,000,000

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Total	20,000,000
Issued, Subscribed and Paid-up capital:	
874,300 equity shares of Rs.10/- each	8,743,000
Total	8,743,000

There is no change in Authorized, Issued, Subscribed and Paid-up Share capital since appointed date.

PART - III

(Amalgamation of the Transferor Company with the Transferee Company)

7. TRANSFER OF THE UNDERTAKING OF THE TRANSFEROR COMPANY TO THE TRANSFEE COMPANY:

7.1 Upon this Scheme becoming effective and with effect from the Appointed Date i.e. April 1, 2020, all properties, assets, liabilities, reserve and surplus including Securities Premium Account and Undertakings of the Transferor Company shall stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company pursuant to the sanction of this Scheme by the Central Government through Regional Director, Northern Region, Ministry of Corporate Affairs, New Delhi and pursuant to the applicable provisions of the Act and also in accordance with Section 2(1B) of the Income-Tax Act, 1961, as a going concern, without any further act, instrument, deed, matter or thing to be made, done or executed.

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7.2 With effect from the commencement of business on the Appointed Date and subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, entire undertaking, business and all properties whether moveable or immovable or tangible or intangible wherever situated and also all other assets, capital, work-in-progress, current assets, movable assets, all investments in India or out of India, if any, powers, authorities, allotments, approvals and consents, licenses, registrations, contracts, engagements, arrangement, rights, intellectual property rights, titles, interests, benefits and advantages of whatsoever nature belonging to or in the ownership, power, possession, control of or vested in or granted in favour of or enjoyed by the Transferor Company, including but without being limited to, all licenses, liberties, easements, advantages, benefits, privileges, leases, tenancy rights, ownership, intellectual property rights including trademarks, brands, copy rights, patents, quota rights, subsidies, capital subsidies, concessions, exemptions, sales tax exemptions, approvals, clearances, environmental clearances, occupancy certificate, approval from fire department, approval for water, electricity and sewerage, clearance by airport authority, approval from irrigation department, approval from forest department, approval from underground water authority, approval from national highway authority, approval from high tension department, authorizations, certification, quality certification, utilities, electricity connections, electronics and computer link ups, services of

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all types, reserves, provisions, funds, benefit of all agreements and all other interests arising to the Transferor Company (hereinafter collectively referred to as "the said assets") shall, without any further act, instrument or deed and without payment of any duty or other charges, be transferred to and vested in the Transferee Company as a going concern pursuant to the applicable provisions of the Act, for all the estate, right, title and interest of the Transferor Company therein so as to become the property of the Transferee Company.

7.3 Notwithstanding what is provided herein above, it is expressly provided that in respect to such of the said assets as are movable in nature or are otherwise capable of being transferred by physical delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company to the Transferee Company after the Scheme is duly sanctioned and given effect to without requiring any further order of the Regional Director, Northern Region, New Delhi or any deed or instrument of conveyance for the same or without the payment of any duty or other charges and shall become the property of the Transferee Company accordingly.

7.4 With effect from the Appointed Date, all liabilities, provisions, duties and obligations including any Income Tax and/or other statutory liabilities and/or contingent liabilities, disputed liabilities, if any, of every kind, nature and description of the Transferor Company whether provided for or not in the books of accounts of the Transferor Company

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shall devolve and shall stand transferred or be deemed to be transferred without any further act or deed, to the Transferee Company with effect from the Appointed Date and shall be the liabilities, provisions, duties and obligations of the Transferee Company.

7.5 The assets/undertaking of the Transferor Company, if any, acquired by the Transferor Company after the Appointed Date but prior to the Effective Date, shall also without any further act, instrument or deed stand transferred to or be deemed to have been transferred to the Transferee Company upon the Scheme coming into effect.

7.6 For avoidance of doubt, upon the Scheme coming into effect, all the rights, title, interest and claims of the Transferor Company in any leasehold properties, if any, including all the leases, of the Transferor Company shall without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and it shall be presumed that the same were executed by the Transferee Company.

7.7 For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the Scheme coming into effect, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favor of the Transferor Company shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favor of the Transferee Company and the Transferee Company shall be bound

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by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Transferee Company.

7.8 To the extent there are inter-corporate loans, liabilities, duties, debts and claims (including receivables), if any, due or which may hereafter become due, between the Transferor Company and the Transferee Company or vice versa, the obligations in respect thereof shall come to an end on the Scheme coming into effect and a corresponding suitable effect shall be given in the books of accounts and records of the Transferee Company and, if required, the reduction/cancellation of such loans, debts and claims (including receivables) shall be reflected in the books of accounts and records of the Transferee Company. For removal of doubts, it is hereby clarified that from the Appointed Date, there would be no accrual of interest or other charges in respect of such loans, liabilities, duties, debts and claims (including receivables), due or which may hereafter become due, between the Transferee Company on the one hand and the Transferor Company on the other hand.

7.9 With effect from the Appointed Date and subject to the provisions of this Scheme, all debts, liabilities, guarantees, indemnities, contingent liabilities, duties and obligations of every kind, nature, description, whether or not provided for in the books of accounts and whether disclosed or undisclosed in the financial statements of the Transferor Company shall also stand transferred or deemed to have been

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transferred without any further act, instrument or deed to the Transferee Company, pursuant to the applicable provisions of the Act, so as to become as and from the Appointed Date, the debts, liabilities, guarantees, indemnities, contingent liabilities, duties and obligations of the Transferee Company without any consent of any third party or other person who is a party to the contract or arrangements by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

7.10 The transfer and vesting of the Undertaking shall be subject to the existing securities, mortgages, charges, hypothecation, encumbrances or liens, if any, subsisting over or in respect of the property and assets or any part thereof of the Transferor Company.

7.11 Any loans, advances and other facilities sanctioned to the Transferor Company by their bankers and financial institutions from the Appointed Date till the Effective Date, which are partly drawn or utilized shall be deemed to be the loans and advances sanctioned to the Transferee Company and the said loans and advances shall be drawn and utilized either partly or fully by the Transferor Company and all the loans, advances and other facilities so drawn by the Transferor Company (within the overall limits sanctioned by their bankers and financial institutions) shall on the Effective Date be treated as loans, advances and other facilities made available to the Transferee Company and all the obligations of the Transferor Company under any loan agreement

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shall be construed and shall become the obligation of the Transferee Company without any further act or deed on the part of the Transferee Company.

7.12 Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexure under the relevant labour laws, Income tax, sales tax including value added tax, service tax, Goods and Services Tax and other applicable tax laws, and to claim refunds and/ or credits for dues and/ or taxes paid and/ or depreciation benefits, if any, as may be required consequent to implementation of this Scheme.

7.13 All tax assessment proceedings/appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, such tax proceedings/appeals shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company, as the case may be. These proceedings/appeals shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.

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7.14 Any tax liabilities under the Income Tax Act, 1961 or other applicable laws or regulations dealing with taxes (whether in the form of duties, cesses, fees, levies or by whatever name called) allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for such taxes (including advance tax and tax deducted at source) as on the date immediately preceding the Appointed Date shall also be transferred to the account of the Transferee Company.

7.15 Any refunds, input credits, benefits, incentives, grants, subsidies etc. under the Income Tax Act, 1961, the Goods and Services Tax Act, 2017 or other applicable laws or regulations dealing with taxes allocable or related to the business of the Transferor Company and due to the Transferor Company consequent to the assessment made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

7.16 All taxes including income tax, minimum alternate tax, service tax, sales tax, the Goods and Services Tax Act, 2017 and all other statutory taxes, if any, paid or payable by the Transferor Company on or before the Appointed Date shall be on account of the Transferor Company, and in so far as it relates to the payment of taxes after the Appointed Date,

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such taxes shall be deemed to be the corresponding tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

7.17 All taxes, benefits of any nature, duties, cesses or any other like payments or deductions available to Transferor Company under Income Tax, Sales tax, Service tax, Goods and Services tax etc. or any tax deduction/ collection at source, tax credits, benefits of CENVAT credits, benefits of input credits relating to the period after the Appointed Date up to the Effective date shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to Transferee Company upon the passing of the orders on this Scheme by the Central Government through Regional Director, Northern Region, New Delhi upon relevant proof and documents being provided to Regional Director, Northern Region, New Delhi. The benefit of all taxes paid including minimum alternate tax under Income Tax Act, unabsorbed depreciation, carry forward of losses as well as set-off of losses thereof shall be available to the Transferee Company as would have been available to the Transferor Company upon the sanction of the scheme by the Central Government through Regional Director, Northern Region, New Delhi.

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8. LEGAL PROCEEDINGS

If any suits, actions and proceedings of whatsoever nature (hereinafter called "**the Proceedings**") by or against the Transferor Company is pending on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings will be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.


9. CONTRACTS AND DEEDS

- 9.1 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements, applications and other instruments of whatsoever nature to which the Transferor Company is party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

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9.2 The Transferee Company shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company.

10. SAVING OF CONCLUDED TRANSACTIONS

The transfer of the Undertaking of the Transferor Company under Clause 7 above, the continuance of Proceedings under Clause 8 above and the effectiveness of contracts and deeds under Clause 9 above, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

11. EMPLOYEES

On and from the Effective Date:

11.1. All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are

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engaged by the Transferor Company without treating it as a break, discontinuance of interruption in service on the said date.

11.2 Accordingly the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their appointments with the Transferor Company.

11.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.


12. DISSOLUTION OF THE TRANSFEROR COMPANIES

Upon Scheme become effective, the Transferor Company shall stand dissolved without being wound-up, without any further act or deeds.

13. BUSINESS IN TRUST FOR THE TRANSFEE COMPANY

With effect from the Appointed Date and up to the Effective Date:

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- 13.1. The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.
- 13.2. The Transferor Company shall carry on their businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber or otherwise deal with their assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of their business, without the prior written consent of the Transferee Company.
- 13.3. All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company including accumulated losses shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

14. ALTERATION AND ENHANCEMENT IN THE AUTHORIZED SHARE CAPITAL OF THE TRANSFEE COMPANY:

- 14.1 Upon the Scheme becoming effective and with effect from appointed date the authorized share capital of the Transferor Company shall stand transferred to and be merged/amalgamated with the authorized share capital of the Transferee Company with the payment of applicable fees or charges or stamp duty to the Registrar of

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Companies and/or to any other government authority and simultaneously, the Memorandum of Association of the Transferee Company shall without any further act, instrument or deed be and stand altered, modified, reclassified and amended pursuant to the applicable provisions of the Act. It is to be noted herein that stamp duty or fees or charges paid by the Transferor Company on its authorized share capital shall be set-off against any stamp duty or fees or charges to be paid by the Transferee Company on the increase in authorized share capital of the Transferee Company pursuant to the Scheme and the authorized share capital of the Transferee Company appearing in Clause V of its Memorandum of Association, shall, without any further act or deed, stand automatically enhanced by an amount of Rs. 100,000/- comprising of 10,000 equity shares of Rs 10/- each.

- 14.2 Consequently, the authorized share capital of the Transferee Company shall stand altered and increased to Rs. 20,100,000/- (Rupees Two Crore one lakh only) divided into 2,010,000 (Twenty lakh ten thousand) equity shares of Rs 10/- each and Clause V of its Memorandum of Association shall, without any further act or deed, automatically stand amended and altered pursuant to the provisions of Sections 13, 61, 64 and 233 and other applicable provisions of the Act, as the case may be, without any further, resolution in the manner set out below:

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"The Authorized Share Capital of the company is Rs. 20,100,000/- (Rupees Two Crore One Lakh Only) divided into 2,010,000 (Twenty Lakh Ten Thousand) equity shares of Rs 10/- (Rupees Ten) each with the rights, privileges and condition attaching thereto as are provided by the regulations of the Company for the time being with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner, as may for the time being be provided by the regulations of the Company."

14.3 Without prejudice to the aforesaid, the Share capital of the Transferee Company to the extent held by the Transferor Company would be reduced and stand cancelled on approval of this Scheme by the Shareholders and/ or Creditors of the Transferor Company and the Transferee Company, as the case may be, and sanction by the Central Government through Regional Director, Northern Region, New Delhi under Section 233 of the Act shall be sufficient compliance with the provisions of Section 66 of the Act and other applicable provisions, if any, relating to the reduction of share capital of the Transferee Company and share certificates representing such shares shall stand cancelled.

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15. CANCELLATION OF SHARES


15.1 Upon this Scheme coming into effect and upon transfer and vesting of all assets and liabilities and the entire business of the Transferor Company into and with the Transferee Company, the shares held by the Transferee Company in the Transferor Company further held in its own name or through its nominee shall stand cancelled and extinguished in entirety.

15.2 Since the Transferee Company (itself and through its nominee shareholder) is only shareholder of the Transferor Company, no share shall be required to be allotted by the Transferee Company either to itself or its nominee shareholder holding shares in the Transferor Company.

16. ACCOUNTING

16.1. Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment by recording in its books of account in accordance with the accounting standards specified under section 133 of the Act read with accounting standards under the Companies Act and Generally Accepted Accounting Principles, as applicable on the Effective Date, so as to ensure that the financial statements of the Transferee Company reflect the correct financial position on the basis of consistent accounting policy.

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16.2. All assets and liabilities, including reserves, of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of accounts of the Transferee Company at the book value as recorded in the Transferor Company's books of accounts. On and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, the reserves of the Transferor Company shall be merged with the corresponding reserves of the Transferee Company.

16.3. The difference between the assets and value of liabilities together with accumulated losses of the Transferor Company transferred to the Transferee Company under this Scheme shall be recorded as Capital Reserves or goodwill, as the case may be in the books of the Transferee Company.

16.4. Accounting policies of the Transferor Company will be harmonized with that of the Transferee Company following the amalgamation. If there is any difference in accounting policies of the Transferor Company and that of the Transferee Company, the impact of the same till the appointed date will be quantified and same should be appropriately adjusted and reported in accordance with the applicable accounting rules and principles, so as to ensure that the financial

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statement of the Transferee Company reflects the financial position on the basis of consistent accounting policies.

17. TAX TREATMENT

- 17.1. Any tax liabilities under the Income Tax Act, 1961 or other applicable laws/regulations dealing with taxes/duties/levies (hereinafter in this clause referred to as "Tax Laws") allocable or related to the Transferor Company to the extent not provided for or covered by tax provisions in the accounts made as on the date immediately preceding the Transfer Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation/duties/levies account including advance tax and TDS as on the date immediately preceding the Transfer Date will also be transferred to the account of the Transferee Company.
- 17.2 Any refund under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company shall also belong to and be received by the Transferee Company.

PART - IV

(General Terms and Conditions applicable to this Scheme)

18. APPLICATIONS

The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make necessary applications under Sections 233 of the Act, to the Central Government through Regional Director, Northern Region, New Delhi, for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company

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without winding up and apply for and obtain such other approvals, as required by law. The Transferor Company and the Transferee Company shall also apply for such other approvals as may be necessary in law, if any, for bringing the Scheme into effect. Further, the Transferor Company and the Transferee Company shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

19. APPROVALS AND MODIFICATIONS:

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize) are empowered and authorized:

- A. To assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Central Government through Regional Director, Northern Region, New Delhi and / or any authorities under law may deem fit to approve or direct or impose.
- B. To do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.
- C. It is clarified that any modifications or amendments of the Scheme, if any, proposed by the Transferor Company or the Transferee Company shall be subject to appropriate approval and order passed by the Central Government through Regional

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Director, Northern Region, New Delhi under the provisions of Section 233 and other applicable provisions of the Act.

- D. Without prejudice to the generality of the foregoing the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

20. SCHEME CONDITIONAL UPON:


The Scheme is conditional upon and subject to the approval of the Scheme by the requisite majority of the members and creditors of the Transferor Company and the Transferee Company and sanction of the same by the Central Government through Regional Director, Northern Region, New Delhi and by any other approval, sanction or consent of the Governmental/Statutory Authority(ies) as may be required law for the implementation of Scheme being obtained.

Accordingly, the Scheme although operative from the Appointed Date as specified herein, shall become effective pursuant to filing of certified copies of the aforesaid order sanctioning the same with the Registrar of Companies, Uttar Pradesh (In case of Transferor Company) and Registrar of Companies, NCT of Delhi and Haryana

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(In case of Transferee Company) by the Transferor Company and the Transferee Company respectively.

21. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of this Scheme failing to take effect, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or employees or any other person. Each party shall bear and pay their respective costs, charges and expenses in connection with Scheme.

22. COSTS, CHARGES AND EXPENSES

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

23. DIRECTORS OF THE TRANSFEROR COMPANY

That the Directors of Transferor Company shall cease to hold office as Directors thereof with effect from the effective date of this scheme and consequently, the Board of Transferor Company shall stand dissolved.

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24. INDEMNIFICATION

That if any liability including contingent liability not accounted for or provided in the financial statements of Transferor Company, arising upto the effective date of this Merger shall be indemnified by the Promoters of the Transferor Company to the Transferee Company.

25. SEVERABILITY

If any part of the Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts/provisions of the scheme.

26. VALIDITY OF EXISTING RESOLUTIONS, ETC.

26.1 Upon the coming into effect of the Scheme, the resolutions of the Transferor Company as are considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company.

26.2 If any such resolutions have any monetary or other limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, imposed under the like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

For Sunglow Housing Private Limited


Director/Authorized Signatory

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27. RESIDUAL PROVISIONS:

- 27.1 On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 233 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 13, 14, 61 and 64 of the Act or any other provisions of the Act, to the extent the same may be considered applicable in respect of any of the acts, deeds or things required to be done by the Transferee Company under the provisions of the Act, pursuant to this Scheme and for which no further resolution shall be required to be passed separately by the members of the Transferee Company.
- 27.2 The resolutions, including resolutions passed under Section 180(1)(a), Section 180(1)(c) and Section 186 of the Act, if any, of the Transferor Company, which are valid and subsisting on the effective date, shall, *mutatis mutandis*, continue to be valid and subsisting and be considered as the resolutions of the Transferee Company and where such resolutions have any upper monetary or other limit(s) being fixed under the provisions of the Act or any other applicable provisions, then all the said limits shall be added and shall constitute the aggregate of the said limits of the Transferee Company.
- 27.3 The Transferee Company and the Transferor Company are expressly permitted to revise their respective income tax returns and related TDS certificates and shall be entitled to claim refund, advance tax

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credits, etc upon this Scheme becoming effective and each of them have expressly reserved the right to make such revisions in the income tax refunds and related TDS certificates and to claim refund, advance tax credits, etc pursuant to this Scheme.

27.4 Upon the Scheme being sanctioned and taking effect and upto the date of dissolution without winding up of the Transferor Company, the Transferee Company shall be entitled to operate all Banks Accounts related to the Transferor Company and all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferor Company, either before or after the Appointed Date, or in future, may be deposited with the Bank of Transferee Company and credit of all receipts thereunder will be given in the accounts of the Transferee Company.

27.5 The amalgamation of the Transferor Company with the Transferee Company under this Scheme has been proposed in compliance with the provisions of Section 2(1B) of the Income-Tax Act, 1961.

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