

TITLE REPORT

*Land measuring 214 decimal, more or less,
R.S./L.R. Dag Nos. 122 and 123, Mouza Kochpukur, J.L. No. 2,
Police Station Kolkata Leather Complex District South 24 Parganas*

PART-5 (A)

CLIENT: MESSIEURS ZENITH CONCLAVE LLP

Supriyo Basu & Associates
Advocates
Room No.48
Ground Floor, Temple Chambers
6, Old Post Office Street
Kolkata-700001

FORM NO. CAA. 12

[Pursuant to Section 233 Companies Act, 2013 and Rule 25(5) of Companies
(Compromise, Arrangement & Amalgamations) Rules, 2016]

CONFIRMATION ORDER OF SCHEME OF AMALGAMATION BETWEEN ALLWORTH TRADECOM PRIVATE LIMITED AND DIVYAJYOTI PROPERTIES PRIVATE LIMITED AND EMPIRE BARTER PRIVATE LIMITED AND EVER GLOWING TRADING PRIVATE LIMITED AND EXALTED TRADING PRIVATE LIMITED AND INTERFACE BUILDCON PRIVATE LIMITED AND LINGRAJ OVERSEAS PRIVATE LIMITED AND VINAYAK CONCLAVE PRIVATE LIMITED AND ZIRCON DEALERS PRIVATE LIMITED WITH KYAL DEVELOPERS PRIVATE LIMITED.

Pursuant to the provision of Section 233 of the Companies Act, 2013, the Scheme of compromise, arrangement or merger for transfer of Allworth Tradecom Private Limited (Transferor Company) and Divyajyoti Properties Private Limited (Transferor Company) and Empire Barter Private Limited (Transferor Company) and Ever Glowing Trading Private Limited (Transferor Company) and Exalted Trading Private Limited (Transferor Company) and Interface Buildcon Private Limited (Transferor Company) and Lingraj Overseas Private Limited (Transferor Company) and Vinayak Conclave Private Limited (Transferor Company) and Zircon Dealers Private Limited (Transferor Company) with Kyal Developers Private Limited (Transferee Company) approved by their respective members and creditors as required under section 233(1)(b) and (d) of the Companies Act, 2013 is hereby confirmed with Appointed date as 01/04/2021 and subject to condition that :

- (i) Applicant Company has to comply with the provision of section 232(3)(i) read with proviso to section 233(1) of the Companies Act, 2013, if applicable.
- (ii) Notwithstanding anything contained in the Scheme, the employees of the Transferor Companies shall be entitled to all facilities, benefits etc. to which the employees of the Transferee Company is entitled,
- (iii) The Income Tax Department or any other authorities retaining its recourse for recovery against Transferee Company in respect of any existing or future tax/other liability of the Transferor Companies, and.
- (iv) Payment of Stamp Duty, if any, on transfer of immovable properties of Transferor Companies to Transferee Company.
- (v) All legal proceedings and/or suits, appeal, prosecution, inquiry, inspection, investigation and other non-compliances of Statutory laws, if any, now pending by or against the Transferor Companies shall be continued by or against the Kyal Developers Private Limited (Transferee Company).

and the scheme shall be effective from the date of this confirmation.

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

Date: This 8th July, 2022
Place: Kolkata

No.: RD/T/35086/S-233/22/ 3983

(D BANDOPADHYAY)
Regional Director(ER)

Date: 22 JUL 2022



To

- 1) **Kyal Developers Private Limited**(Transferee Company)
122/1R, Satyendranath Majumder Sarani, 4th Floor
Kolkata - 700026
- 2) **Allworth TRadecom Private Limited**.....(Transferor Company)
122/1R, Satyendranath Majumder Sarani, 4th Floor
Kolkata - 700026
- 3) **Divyajyoti Properties Private Limited**.....(Transferor Company)
122/1R, Satyendranath Majumder Sarani, 4th Floor
Kolkata - 700026
- 4) **Empire Barter Private Limited**.....(Transferor Company)
122/1R, Satyendranath Majumder Sarani, 4th Floor
Kolkata - 700026
- 5) **Ever Glowing Trading Private Limited**.....(Transferor Company)
122/1R, Satyendranath Majumder Sarani, 4th Floor
Kolkata - 700026
- 6) **Exalted Trading Private Limited**.....(Transferor Company)
122/1R, Satyendranath Majumder Sarani, 4th Floor
Kolkata - 700026 .
- 7) **Interface Buldcon Private Limited**.....(Transferor Company)
30C, South End Part
Kolkata - 700029
- 8) **Lingraj Overseas Private Limited**.....(Transferor Company)
122/1R, Satyendranath Majumder Sarani, 4th Floor
Kolkata - 700026
- 9) **Vinayak Conclave Private Limited**(Transferor Company)
122/1R, Satyendranath Majumder Sarani, 4th Floor
Kolkata - 700026
- 10) **Zircon Dealers Private Limited**.....(Transferor Company)
122/1R, Satyendranath Majumder Sarani, 4th Floor
Kolkata - 700026
- 11) The ROC, WB, Kolkatafor information and necessary action, if any.
- 12) The OL, High Court, Calcutta.....for information and necessary action, if any.



**SCHEME OF AMALGAMATION
UNDER SECTION 233 OF THE COMPANIES ACT, 2013**

BETWEEN

**ALLWORTH TRADECOM PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 1)**

AND

**DIVYAJYOTI PROPERTIES PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 2)**

AND

**EMPIRE BARTER PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 3)**

AND

**EVER GLOWING TRADING PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 4)**

AND

**EXALTED TRADING PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 5)**

AND

**INTERFACE BUILDCON PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 6)**

AND

**LINGRAJ OVERSEAS PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 7)**

AND

**VINAYAK CONCLAVE PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 8)**

AND

ALLWORTH TRADECOM PVT. LTD. INTERFACE BUILDCON PVT. LTD.

Union Ujwal
Director / Authorized Signatory

Union Ujwal
Director / Authorized Signatory

Lingraj Overseas Pvt. Ltd.

Union Ujwal
Director / Authorized Signatory

EVERGLOWING TRADING PVT. LTD.

Union Ujwal
Director / Authorized Signatory

EMPIRE BARTER PVT. LTD.

Union Ujwal
Director / Authorized Signatory

KYAL DEVELOPERS PVT. LTD.

Union Ujwal
Director / Authorized Signatory

DIVYAJYOTI PROPERTIES PVT. LTD.

Union Ujwal
Director / Authorized Signatory

VINAYAK CONCLAVE PVT. LTD.

Union Ujwal
Director / Authorized Signatory

For Zircon Dealers Pvt. Ltd.

Union Ujwal
Director / Authorized Signatory

EXALTED TRADING PVT. LTD.

Union Ujwal
Director / Authorized Signatory



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ZIRCON DEALERS PRIVATE LIMITED,
(TRANSFEROR COMPANY NO. 9)
 WITH
KYAL DEVELOPERS PRIVATE LIMITED
(TRANSFeree COMPANY)

PREAMBLE

The Scheme has been drawn as applicable to "SMALL COMPANIES" as all the Companies involved fall within the definition of small companies as defined under section 2(85) of the Companies Act, 2013.

CONTENTS OF THE SCHEME

SL. NO.	PARTS	PARTICULARS
1	PART I	GENERAL
2	PART II	DEFINITION AND SHARE CAPITAL
3	PART III	TRANSFER AND VESTING OF UNDERTAKING
4	PART IV	ISSUE OF EQUITY SHARES BY THE TRANSFEREE COMPANY
5	PART V	ACCOUNTING TREATMENT
6	PART VI	DISSOLUTION OF TRANSFEROR COMPANIES AND GENERAL TERMS AND CONDITIONS

INTERFACE BUILDCON PVT. LTD.

[Signature]
Director / Authorized Signatory

Lingraj Overseas Pvt. Ltd.

[Signature]
Director / Authorized Signatory

ALLWORTH TRADECON PVT. LTD.

[Signature]
Director / Authorized Signatory

DRVA NYOTI PROPERTIES PVT. LTD.

[Signature]
Director / Authorized Signatory

EVERGLOWING TRADING PVT. LTD.

[Signature]
Director / Authorized Signatory

KYAL DEVELOPERS PVT. LTD.

[Signature]
Director / Authorized Signatory

VINAYAK CONCLAVE PVT. LTD.

[Signature]
Director / Authorized Signatory

EXALTED TRADING PVT. LTD.

[Signature]
Director / Authorized Signatory

EMPIRE BARTER PVT. LTD.

[Signature]
Director / Authorized Signatory

[Signature]
Director / Authorized Signatory



PART - I
GENERAL

A. DESCRIPTION OF COMPANIES AND BACKGROUND:

1. **ALLWORTH TRADECOM PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB200SPTC124712) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 1" or "THE AMALGAMATING COMPANY"). TRANSFEROR COMPANY NO. 1 is presently engaged in real-estate business and has also made deployment of its surplus fund into immovable properties and other financial instruments. The shares of the TRANSFEROR COMPANY NO. 1 are not listed in any stock exchange.

2. **DIVYAJYOTI PROPERTIES PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U45201WB1996PTC081827) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 2" or "THE AMALGAMATING COMPANY"). Apart from pursuing its main object, the TRANSFEROR COMPANY NO. 2 have made deployment of its surplus fund in real estate business and other financial instruments. The shares of the TRANSFEROR COMPANY NO. 2 are not listed in any stock exchange.

<p>DIVYAJYOTI PROPERTIES PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>	<p>INTERFACE BUILDCON PVT. LTD. A <i>[Signature]</i> Director / Authorized Signatory</p>	<p>Uogra Overseas Pvt. Ltd. B <i>[Signature]</i> Director / Authorized Signatory</p>
<p>VINAYAK CONCLAVE PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>	<p>EXALTED TRADING PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>	<p>KYAL DEVELOPERS PVT. LTD. D <i>[Signature]</i> Director / Authorized Signatory</p>
<p>EMPIRE BARTER PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>	<p>ALLWORTH TRADECOM PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>	<p>EVERGLORING TRADING PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>



3. **EMPIRE BARTER PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: US1909WB2009PTC133792) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 3" or "THE AMALGAMATING COMPANY"). The TRANSFEROR COMPANY NO. 3 is presently engaged in investing and trading activities and has deployed its surplus fund in real estate business and other financial instruments. The shares of the TRANSFEROR COMPANY NO. 3 are not listed in any stock exchange.

4. **EVER GLOWING TRADING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: US1909WB2011PTC171119) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 4" or "THE AMALGAMATING COMPANY"). Apart from pursuing its main object, the TRANSFEROR COMPANY NO. 4 have made deployment of its surplus fund in real estate business and other financial instruments. The shares of the TRANSFEROR COMPANY NO. 4 are not listed in any stock exchange.

5. **EXALTED TRADING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: US1909WB2011PTC171365) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI,

DIVYA JYOTI PROPERTIES PVT. LTD.

Umesh Bajaj
Director / Authorized Signatory

VINAYAK CONCLAVE PVT. LTD.

Umesh Bajaj
Director / Authorized Signatory

Director / Authorized Signatory

R. Bhatnagar
Director / Authorized Signatory

INTERFACE BUILDCON PVT. LTD.

A. Chatterjee
Director / Authorized Signatory

Ugraj Overseas Pvt. Ltd.

B. Chatterjee
Director / Authorized Signatory

EMPIRE BARTER PVT. LTD.

Umesh Bajaj
Director / Authorized Signatory

Director / Authorized Signatory KYAL DEVELOPERS PVT. LTD

EXALTED TRADING PVT. LTD. A

Umesh Bajaj
Director / Authorized Signatory

Director / Authorized Signatory OVERSIGHTS TRADING PVT. LTD.

Umesh Bajaj
Director / Authorized Signatory

ALLWORTH TRADECOM PVT. LTD.

Umesh Bajaj
Director / Authorized Signatory



KOLKATA-700026 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 5" or "THE AMALGAMATING COMPANY"). Apart from pursuing its main object, the TRANSFEROR COMPANY NO. 5 have made deployment of its surplus fund in real estate business and other financial instruments. The shares of the TRANSFEROR COMPANY NO. 5 are not listed in any stock exchange.

6. **INTERFACE BUILDCON PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U45400WB2011PTC170339) and having its Registered Office at 30C, SOUTH END PARK, KOLKATA-700029 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 6" or "THE AMALGAMATING COMPANY"). Apart from pursuing its main object, the TRANSFEROR COMPANY NO. 6 have deployed its surplus fund in other investable instruments by way of loans and advances. The shares of the TRANSFEROR COMPANY NO. 6 are not listed in any stock exchange.

7. **LINGRAJ OVERSEAS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51909WB2008PTC131222) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 7" or "THE AMALGAMATING COMPANY"). The TRANSFEROR COMPANY NO. 7 is presently engaged in development and investment in real estate and has also made deployment of its surplus fund in other



VOYAK CONCLAVE PVT. LTD.
[Signature]
 Director / Authorized Signatory

INTERFACE BUILDCON PVT. LTD.

Lingraj Overseas Pvt. Ltd.
[Signature]
 Director / Authorized Signatory

DIVA JYOTI PROPERTIES PVT. LTD.
[Signature]
 Director / Authorized Signatory

ALLYORTH TRADECOM PVT. LTD.
[Signature]
 Director / Authorized Signatory

KVAL DEVELOPERS PVT. LTD.
[Signature]
 Director / Authorized Signatory

EMPIRE BARTER PVT. LTD.
[Signature]
 Director / Authorized Signatory

EXALTED TRADING PVT. LTD.
[Signature]
 Director / Authorized Signatory

EYEBROWNS TRADING PVT. LTD.
[Signature]
 Director / Authorized Signatory

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Investable Instruments. The shares of the TRANSFEROR COMPANY NO. 7 are not listed in any stock exchange.

8. VINAYAK CONCLAVE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U70109WB1993PTC057362) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 8" or "THE AMALGAMATING COMPANY"). Apart from pursuing its main object, the TRANSFEROR COMPANY NO. 8 have made deployment of its surplus fund in real estate business and other financial Instruments. The shares of the TRANSFEROR COMPANY NO. 8 are not listed in any stock exchange.

9. ZIRCON DEALERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB1996PTC081950) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 9" or "THE AMALGAMATING COMPANY"). The TRANSFEROR COMPANY NO. 9 is presently engaged in development and investment in real estate business and have made deployment of its surplus fund in real estate business. The shares of the TRANSFEROR COMPANY NO. 9 are not listed in any stock exchange.

INTERFACE BUILDCON PVT. LTD. Lingraj Overseas Pvt. Ltd.

[Signature] Director / Authorised Signatory

DIVA JYOTI PROPERTIES PVT. LTD.

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Director / Authorised Signatory

EMPIRE PARTER PVT. LTD.

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Director / Authorised Signatory

KYAL DEVELOPERS PVT. LTD.

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Director / Authorised Signatory

EVER GUIDING TRADING PVT. LTD.

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Director / Authorised Signatory

ALLWORTH TRADECOM PVT. LTD.

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Director / Authorised Signatory

VINAYAK CONCLAVE PVT. LTD.

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Director / Authorised Signatory

EXALTED TRADING PVT. LTD.

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Director / Authorised Signatory



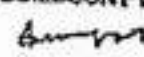
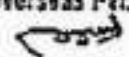

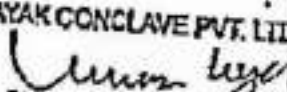
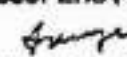
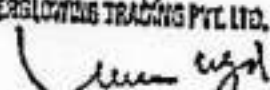
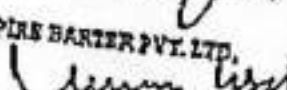
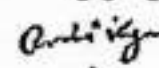
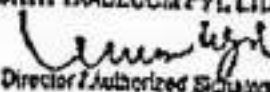
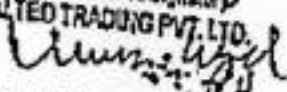
10. KYAL DEVELOPERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U70109WB1995PTC076151) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, 4TH FLOOR, KOLKATA- 700026 in the State of West Bengal (herein after referred to as "TRANSFEREE COMPANY" or "THE AMALGAMATED COMPANY"). The TRANSFEREE COMPANY is presently engaged in development and investment in real estate business and have made deployment of its surplus fund in real estate business and other financial instruments. The shares of the TRANSFEREE COMPANY are not listed in any stock exchange.

This Scheme of Amalgamation provides for the amalgamation of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY pursuant to Sections 233 and other relevant provisions of the Companies Act, 2013 and read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 that is applicable in the case of amalgamation of small company.

B. RATIONALE FOR THE SCHEME:

The amalgamation of the TRANSFEROR COMPANIES with the Transferee Company would *inter alia* have the following benefits:

- a) The amalgamation will enable the TRANSFEREE COMPANY to consolidate its line of business by restructuring and re-organizing its business activities;
- b) In view of the insignificant business operations of the Transferor Companies, the proposed merger will result in

	INTERFACE BUILDCON PVT. LTD.	Lingraj Overseas Pvt. Ltd.
	A 	B 
	Director / Authorised Signatory	Director / Authorised Signatory
DIVYA JYOTI PROPERTIES PVT. LTD.	VINAYAK CONCLAVE PVT. LTD.	KYAL DEVELOPERS PVT. LTD.
		A 
Director / Authorised Signatory	Director / Authorised Signatory	Director / Authorised Signatory
EVERGLOWING TRADING PVT. LTD.	EMPIRE BARRIER PVT. LTD.	
		
Director / Authorised Signatory	Director / Authorised Signatory	
ALLWORTH TRADECON PVT. LTD.	EXALTED TRADING PVT. LTD.	R 
		
Director / Authorised Signatory	Director / Authorised Signatory	



consolidation of the entire investments in the hands of the Transferee Company.

- c) It is believed that this Scheme will create an enhanced value for shareholders and allow a focused growth strategy which would be in the best interest of all stakeholders and afford the advantages of synergies of their business.
- d) The said scheme will contribute in furthering and fulfilling the objects of the Company concerned and, in the growth, and development of these businesses;
- e) The proposed merger will further lead to reduction in the number of entity and thereby cause reduction in overheads and costs.
- f) The merger will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the Transferor Company and the Transferee Company.
- g) The assets of the amalgamated entity will far exceed its liabilities and rights of the creditors of the Transferor Companies and the Transferee Company shall not in any way be prejudiced.

In view of the aforesaid, the Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY have considered and proposed the amalgamation of the entire undertaking and business of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY in order to benefit the stakeholders of all companies. Accordingly, the Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY
 ALLWORTH TRADECOM PVT. LTD, INTERFACE BUILDCON PVT. LTD

[Signature]
 Director / Authorized Signatory

[Signature]
 Director / Authorized Signatory

[Signature]
 Director / Authorized Signatory

EVERGLADING TRADES PVT. LTD,

VINAYAK CONCLAVE PVT. LTD.

[Signature]
 Director / Authorized Signatory

[Signature]
 Director / Authorized Signatory

KYAL DEVELOPERS PVT. LTD.

[Signature]
 Director / Authorized Signatory

DIVYA IVOTI PROPERTIES PVT. LTD.

[Signature]
 Director / Authorized Signatory

EMPIRE BARTER PVT. LTD.

[Signature]
 Director / Authorized Signatory

EXALTED TRADING PVT. LTD.

[Signature]
 Director / Authorized Signatory



have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the TRANSFEROR COMPANIES with and into the TRANSFEREE COMPANY pursuant to the provisions of Section 233 of the Companies Act, 2013 and other relevant provisions of the Act.

C. The amalgamation of the Transferor Companies with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with the relevant provisions of the Income Tax Act, 1961 including but not limited to Section 2(1B) and Section 47 thereof. If any of the terms or provisions of this Scheme are found or interpreted to be inconsistent with the provisions of the said sections and other related provisions at a later date including due to result from an amendment of law or for any other reason whatsoever up to the Effective Date, the provisions of the said sections and other related provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

DNYA JYOTI PROPERTIES PVT. LTD.
[Signature]
 Director / Authorized Signatory

VINAYAK CONCLAVE PVT. LTD.
[Signature]
 Director / Authorized Signatory

Shagraj Overseas Pvt. Ltd.
[Signature]
 Director / Authorized Signatory

EMPIRE BARTER PVT. LTD.
[Signature]
 Director / Authorized Signatory

KYAL DEVELOPERS PVT. LTD.
[Signature]
 Director / Authorized Signatory

ALLWORTH TRADECOM PVT. LTD.
[Signature]
 Director / Authorized Signatory

EVERGLIND TRADING PVT. LTD.
[Signature]
 Director / Authorized Signatory

INTERFACE BUILDCON PVT. LTD.
[Signature]
 Director / Authorized Signatory

EXALTED TRADING PVT. LTD.
[Signature]
 Director / Authorized Signatory



PART II
DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

- a) "THE ACT" means the Companies Act, 2013 including any statutory modifications, re-enactments or amendments thereof.
- b) "APPOINTED DATE" For the purpose of this Scheme means 1st April, 2021.
- c) "BOARD OF DIRECTORS" or "BOARD" means the board of directors of the TRANSFEROR COMPANIES or the TRANSFEREE COMPANY, as the case may be, and shall include a duly constituted committee thereof;
- d) "EFFECTIVE DATE" means the last of the dates on which the certified or authenticated copy of the orders of the Regional Director, Ministry Of Corporate Affairs or by the Hon'ble National Company Law Tribunal, in the event the scheme is referred by the Central Government to the National Company Law Tribunal, sanctioning the Scheme are filed with the Registrar of Companies by the TRANSFEROR COMPANIES and by the TRANSFEREE COMPANY. Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.
- e) "GOVERNMENTAL AUTHORITY" means any applicable central, state or local Government, legislative body,

DIVA JYOTI PROPERTIES PVT. LTD.

[Signature]
Director / Authorized Signatory

ALLSOUTH TRADECOM PVT. LTD.

[Signature] For & on behalf of
Director / Authorized Signatory

Illograj Overseas Pvt. Ltd.,

[Signature]
Director / Authorized Signatory

EXALTED TRADING PVT. LTD.

[Signature]
Director / Authorized Signatory

VIZUAYAK CONCLAVE PVT. LTD.

[Signature]
Director / Authorized Signatory

KVAL DEVELOPERS PVT. LTD.

[Signature]
Director / Authorized Signatory

EVERGLIMING TRADING PVT. LTD.

[Signature]
Director / Authorized Signatory

EMPIRE BARTER PVT. LTD.

[Signature]
Director / Authorized Signatory

INTERFACE BUILDCON PVT. LTD.

[Signature]
Director / Authorized Signatory



regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India;

- f) "RECORD DATE" means the date to be fixed by the Board of Directors of the TRANSFEREE COMPANY for the purpose of determining the names of the equity shareholders of the TRANSFEROR COMPANIES as applicable, who shall be entitled to shares of the TRANSFEREE COMPANY upon coming into effect of this Scheme;
- g) "SCHEME" or "THE SCHEME" or "THIS SCHEME" means this Scheme of Amalgamation drawn pursuant to Section 233 of the Companies Act, 2013, in its present form submitted to the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs at Kolkata with or without any modification(s) made under clause no. 17 of Part-VI of this Scheme.
- h) "TRANSFEROR COMPANY NO. 1" means ALLWORTH TRADECOM PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB2008PTC124712) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal.
- i) "TRANSFEROR COMPANY NO. 2" means DIVYAJYOTI PROPERTIES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U45201WB1996PTC081827) and having its Registered Office

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EVERLONG TRADING PVT. LTD.

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Lingraj Overseas Pvt. Ltd.

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KYAL DEVELOPERS PVT. LTD.

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Director / Authorized Signatory

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Director / Authorized Signatory



at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal.

j) "TRANSFEROR COMPANY NO. 3" means EMPIRE BARTER PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51909WB2009PTC133792) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal.

k) "TRANSFEROR COMPANY NO. 4" means EVER GLOWING TRADING PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51909WB2011PTC171119) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal.

l) "TRANSFEROR COMPANY NO. 5" means EXALTED TRADING PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51909WB2011PTC171365) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal.

m) "TRANSFEROR COMPANY NO. 6" means INTERFACE BUILDCON PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U45400WB2011PTC170339) and having its Registered Office at 30C, SOUTH END PARK, KOLKATA-700029 in the State of West Bengal.

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Director / Authorised Signatory



- n) "TRANSFEROR COMPANY NO. 7" means LINGRAJ OVERSEAS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51909WB2008PTC131222) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal.
- o) "TRANSFEROR COMPANY NO. 8" means VINAYAK CONCLAVE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U70109WB1993PTC057362) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal.
- p) "TRANSFEROR COMPANY NO. 9" means ZIRCON DEALERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB1996PTC081950) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, KOLKATA-700026 in the State of West Bengal.
- q) "TRANSFEREE COMPANY" means KYAL DEVELOPERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U70109WB1995PTC076151) and having its Registered Office at 122/1R, SATYENDRA NATH MAJUMDER SARANI, 4th FLOOR, KOLKATA-700026 in the State of West Bengal.
- r) "THE CENTRAL GOVERNMENT" means the "REGIONAL DIRECTOR, EASTERN REGION, MINISTRY OF CORPORATE AFFAIRS" or such authority as may be

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	A <i>[Signature]</i>	B <i>[Signature]</i>
	Director / Authorized Signatory	Director / Authorized Signatory
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<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Director / Authorized Signatory	Director / Authorized Signatory	Director / Authorized Signatory
VINAYAK CONCLAVE PVT. LTD.	EVERGLOWING TRADING PVT. LTD.	ZIRCON DEALERS PVT. LTD.
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Director / Authorized Signatory	Director / Authorized Signatory	Director / Authorized Signatory
EMPIRE BARTER PVT. LTD.	EXALTED TRADING PVT. LTD.	
<i>[Signature]</i>	<i>[Signature]</i>	
Director / Authorized Signatory	Director / Authorized Signatory	



prescribed under section 233 of the Companies Act, 2013 or Rules therein.

s) "THE TRIBUNAL" or "THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL" shall mean the Hon'ble National Company Law Tribunal, Kolkata Bench.

t) "UNDERTAKING" means the whole of the undertaking and entire business of the TRANSFEROR COMPANIES as a going concern, including (without limitation):

1) All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Companies, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, vehicles, sundry debtors, furniture, fixtures, office equipment including computers, laptops, printers and servers, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in its subsidiaries, cash in hand, balances and deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Companies, financial assets, leases (including lease rights), hire purchase contracts and assets, leasing contracts and assets lending contracts, rights and benefits under any agreement, benefit of

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Director / Authorized Signatory

KYAL DEVELOPERS PVT. LTD.

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VINAYAK CONCLAVE PVT. LTD.

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EVERGLORING TRADING PVT. LTD.

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For Zircon Denotes Pvt. Ltd.

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EXALTED TRADING PVT. LTD.

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Director / Authorized Signatory



any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, websites, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the TRANSFEROR COMPANIES and advantages of whatsoever nature and where so ever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the TRANSFEROR COMPANIES or in connection with or relating to the TRANSFEROR COMPANIES and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of

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For Zircon Dealers Pvt. Ltd

Director / Authorized Signatory



or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies,

- ii) All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Companies, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized;
- iii) All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, assignments, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Companies;
- iv) All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Companies;
- v) All employees engaged by the TRANSFEROR COMPANIES as on the Effective Date.

v) All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or

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Lingta Overseas Pvt. Ltd.

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ALLYWORTH TRADECOM PVT. LTD.

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KYAL DEVELOPERS PVT. LTD.

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VINAYAK CONCLAVE PVT. LTD.

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EXALTED TRADING PVT. LTD.

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For Lataa Dandekar
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Director / Authorized Signatory

EMPIRE BARTER PVT. LTD.

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EYEGLOSSING TRADING PVT. LTD.

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Director / Authorized Signatory



meaning thereof, have the same meaning ascribed to them under the Act, and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force.

- v) The words importing the singular shall include the plural and words importing any gender shall include every gender.

2. SHARE CAPITAL

A. TRANSFEROR COMPANY NO. 1

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 1 as on March 31st, 2021 was as under:

Particulars	RS.
AUTHORISED SHARE CAPITAL	
20,000 Equity Shares of Rs. 10/- each	2,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP	
10,000 Equity Shares of Rs. 10/- each fully paid-up	1,00,000/-

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KYAL DEVELOPERS PVT. LTD.

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ALWORTH TRADECOM PVT. LTD.

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EVERCLOSING TRADING PVT. LTD.

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Director / Authorized Signatory

DIVA JYOTI PROPERTIES PVT. LTD.

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B. TRANSFEROR COMPANY NO. 2

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 2 as on March 31st, 2021 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
30,00,000 Equity Shares of Rs. 10/- each	3,00,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP	
10,400 Equity Shares of Rs. 10/- each fully paid-up	1,04,000/-

C. TRANSFEROR COMPANY NO. 3

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 3 as on March 31st, 2021 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
2,50,000 Equity Shares of Rs. 10/- each	25,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP	
93,500 Equity Shares of Rs. 10/- each fully paid-up	9,35,000/-

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DIVYA JYOTI PROPERTIES PVT. LTD.

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D. TRANSFEROR COMPANY NO. 4

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 4 as on March 31st, 2021 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
50,000 Equity Shares of Rs. 10/- each	5,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP	
50,000 Equity Shares of Rs. 10/- each fully paid-up	5,00,000/-

E. TRANSFEROR COMPANY NO. 5

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 5 as on March 31st, 2021 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
50,000 Equity Shares of Rs. 10/- each	5,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP	
50,000 Equity Shares of Rs. 10/- each fully paid-up	5,00,000/-

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Director / Authorized Signatory



F. TRANSFEROR COMPANY NO. 6

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 6 as on March 31st, 2021 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
10,000 Equity Shares of Rs. 10/- each	1,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP	
10,000 Equity Shares of Rs. 10/- each fully paid-up	1,00,000/-

G. TRANSFEROR COMPANY NO. 7

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 7 as on March 31st, 2021 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
3,20,000 Equity Shares of Rs. 10/- each	32,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP	
25,256 Equity Shares of Rs. 10/- each fully paid-up	2,52,560/-

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Director / Authorized Signatory



H. TRANSFEROR COMPANY NO. 8

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 8 as on March 31st, 2021 was as under;

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
26,50,000 Equity Shares of Rs. 10/- each	2,65,00,000/-
43,750 1% Non-Cumulative Redeemable Preference Shares of Rs. 80/- each	35,00,000/-
TOTAL	3,00,00,000
ISSUED, SUBSCRIBED AND PAID-UP	
49,860 Equity Shares of Rs. 10/- each fully paid-up	4,98,600/-

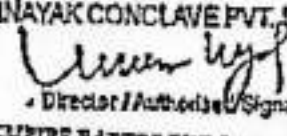
I. TRANSFEROR COMPANY NO. 9

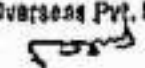
The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 9 as on March 31st, 2021 was as under;

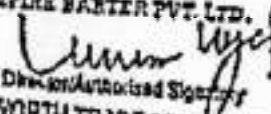
Particulars	Rs.
AUTHORISED SHARE CAPITAL	
50,000 Equity Shares of Rs. 10/- each	5,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP	
11,800 Equity Shares of Rs. 10/- each fully paid-up	1,18,000/-

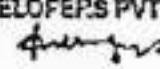
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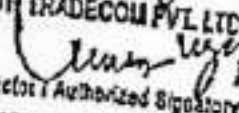
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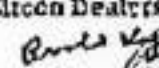
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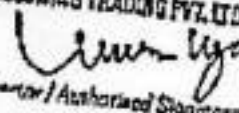
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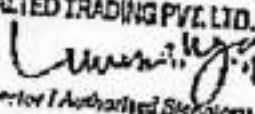
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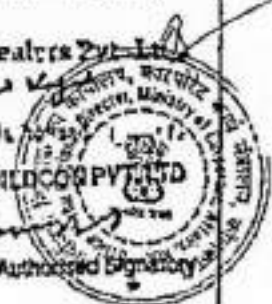
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 Director / Authorized Signatory

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 Director / Authorized Signatory

INTERFACE BUILDCON PVT. LTD.

 Director / Authorized Signatory

EXALTED TRADING PVT. LTD.

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2) TRANSFEREE COMPANY

The authorized, subscribed and paid-up share capital of the TRANSFEREE COMPANY as on March 31st, 2021 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
50,00,000 Equity Shares of Rs. 10/- each	5,00,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP	
17,72,285 Equity Shares of Rs. 10/- each fully paid-up	1,77,22,850/-

The Scheme of Amalgamation has been drawn pursuant to Sec 233 of the Act as the paid up Share Capital of all the Private Limited Companies are less than Rs. 2,00,00,000/- and have turnover less than Rs. 20,00,00,000/- as mentioned above and therefore all are falling under the categories of small company.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modifications approved or imposed or directed by the Central Government, Regional Director, Eastern Region, and Ministry of Corporate Affairs shall be operative from the Appointed Date but shall be effective from the Effective Date.

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PART - III
TRANSFER AND VESTING OF UNDERTAKING
OF TRANSFEROR COMPANIES

1. TRANSFER OF UNDERTAKING

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs, in accordance with the provisions of Sections 233 and other applicable provisions, if any, of the Act and read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the TRANSFEREE COMPANY, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the Undertaking of the TRANSFEREE COMPANY by virtue of and in the manner provided in this Scheme.

VINAYAK CONCLAVE PVT. LTD.

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 Director / Authorized Signatory

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 Director / Authorized Signatory

KVAL DEVELOPERS PVT. LTD.

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EVERGLADING TRADING PVT. LTD.

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 Director / Authorized Signatory



1.1 TRANSFER OF ASSETS

Without prejudice to the generality, upon the coming into effect of this Scheme and with effect from the Appointed Date:

- a) All the assets and properties comprised in the Undertaking of whatsoever nature and where so ever situated, shall, under the provisions of Section 233 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company.
- b) Without prejudice to the provisions of Clause (a) above, in respect of such of the assets and properties of the Undertaking as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the **TRANSFEROR COMPANIES** and shall, upon such transfer, become the assets and properties of the **TRANSFEREE COMPANY** as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.

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- c) In respect of movables other than those dealt with in Clause (b) above including sundry debts, receivables, bills, credits, loans and advances of the Undertaking, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the **TRANSFEREE COMPANY**.
- d) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the **TRANSFEROR COMPANIES** and all rights and benefits that have accrued or which may accrue to the **TRANSFEROR COMPANIES**, whether before or after the Appointed Date, shall, under the provisions of Sections 233 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the **TRANSFEREE COMPANY** so as to become as and from the Appointed Date licenses, permits,

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R. Anand Singh
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quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the TRANSFEREE COMPANY and shall remain valid, effective and enforceable on the same terms and conditions.

- c) The TRANSFEROR COMPANIES shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs, in accordance with Sections 233 and all other applicable provisions, if any, of the Act, the said debtors should pay to the TRANSFEREE COMPANY the debt, loan or advance or make the same on account of the TRANSFEROR COMPANIES and the right of the TRANSFEROR COMPANIES to recover or realize the same stands vested in the TRANSFEREE COMPANY.
- f) All assets and properties of the TRANSFEROR COMPANIES as on the Appointed Date, whether or not included in the books of the respective TRANSFEROR COMPANIES, and all assets and properties which are acquired by the TRANSFEROR COMPANIES on or after the Appointed Date but prior to the Effective Date,

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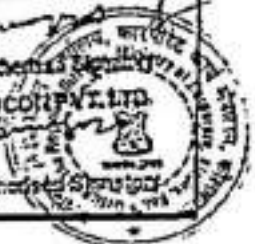
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shall be deemed to be and shall become the assets and properties of the TRANSFEREE COMPANY, and shall under the provisions of Sections 233 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the TRANSFEREE COMPANY upon the coming into effect of this Scheme. Provided however that no onerous assets shall have been acquired by the TRANSFEROR COMPANIES after the Appointed Date without the consent of the TRANSFEREE COMPANY as provided for in this Scheme.

1.2 TRANSFER OF LIABILITIES :

(i) Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities relating to and comprised in the Undertaking including all secured and unsecured debts, sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the TRANSFEROR COMPANIES of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the "Liabilities"),

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shall, pursuant to the sanction of this Scheme by the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs, under and in accordance with the provisions of Sections 233 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the TRANSFEREE COMPANY, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the TRANSFEREE COMPANY to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the TRANSFEREE COMPANY on the same terms and conditions as were applicable to the TRANSFEROR COMPANIES, and the TRANSFEREE COMPANY shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause.

(ii) All debts, liabilities, duties and obligations of the Undertaking as on the Appointed Date, whether or not provided in the books of the respective TRANSFEROR COMPANIES, and all debts and

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loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Undertaking on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the TRANSFEREE COMPANY by virtue of this Scheme.

(iii) Where any such debts, loans raised, liabilities, duties and obligations of the Undertaking as on the Appointed Date have been discharged or satisfied by the TRANSFEROR COMPANIES after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the TRANSFEREE COMPANY.

(iv) Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Undertaking and the TRANSFEREE COMPANY shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the TRANSFEREE COMPANY.

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- (v) The Scheme does not provide for any compromise with the Creditors of the TRANSFEROR COMPANIES and TRANSFEREE COMPANY.

2. ENCUMBRANCES :

- (i) The transfer and vesting of the assets comprised in the Undertaking to and in the TRANSFEREE COMPANY under paragraph 1 of Part III of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- (ii) All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the TRANSFEROR COMPANIES after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the TRANSFEREE COMPANY by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the TRANSFEROR COMPANIES, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the TRANSFEREE COMPANY, and such Encumbrances shall not relate or attach to any of the other assets of the TRANSFEREE

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COMPANY, provided however that no encumbrances shall have been created by the TRANSFEROR COMPANIES over its assets after the Appointed Date without the consent of the TRANSFEREE COMPANY as provided for in this Scheme.

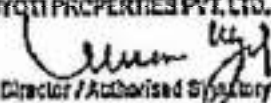
- (iii) The existing encumbrances over the assets and properties of the TRANSFEREE COMPANY or any part thereof which relate to the liabilities and obligations of the TRANSFEREE COMPANY prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking transferred to and vested in the TRANSFEREE COMPANY by virtue of this Scheme.
- (iv) Any reference in any security documents or arrangements (to which the TRANSFEROR COMPANIES is a party) to the TRANSFEROR COMPANIES and its assets and properties, shall be construed as a reference to the TRANSFEREE COMPANY and the assets and properties of the TRANSFEROR COMPANIES transferred to the TRANSFEREE COMPANY by virtue of this Scheme. Without prejudice to the foregoing provisions, the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY may execute any instruments or documents or do all the acts and

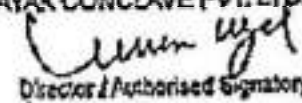
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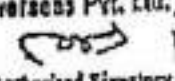


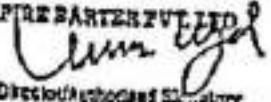
deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.

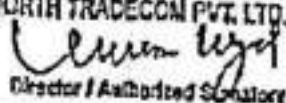
- (v) Upon the coming into effect of this Scheme, the **TRANSFeree COMPANY** alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- (vi) It is expressly provided that, no other term or condition of the Liabilities transferred to the **TRANSFeree COMPANY** is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- (vii) The provisions of Paragraph 1 of Part III shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

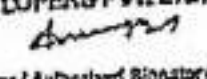
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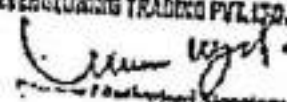
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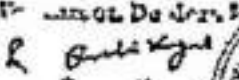
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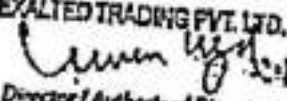
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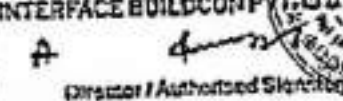
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3. INTER - SE TRANSACTIONS :

Without prejudice to the provisions of paragraph 1 with effect from the Appointed Date, all inter-party transaction between the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** or the **TRANSFEROR COMPANIES** inter-se shall be considered as intra-party transactions for all purposes.

4. CONTRACTS, DEEDS, ETC.

(i) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which the **TRANSFEROR COMPANIES** are a party or to the benefit of which the **TRANSFEROR COMPANIES** may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the **TRANSFeree COMPANY** and may be enforced as fully and effectually as if, instead of the **TRANSFEROR COMPANIES**, the **TRANSFeree COMPANY** had been a party or beneficiary or obligee or obligor thereto or there under.

(ii) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the

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encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances:

- (i) If the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs; or
 - (ii) If the same is permitted by this Scheme; or
 - (iii) If consent of the Board of Directors of the TRANSFEREE COMPANY has been obtained.
- c) The TRANSFEROR COMPANIES shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and operations (ii) any agreement or transaction; and (iii) such other matters as the TRANSFEREE COMPANY may notify from time to time save and except in each case in the following circumstances:
- (i) If the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs
 - (ii) If the same is permitted by this Scheme; or
 - (iii) If consent of the Board of Directors of the TRANSFEREE COMPANY has been obtained.

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TRANSFeree COMPANY may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the **TRANSFEROR COMPANIES** are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The **TRANSFeree COMPANY** shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the **TRANSFEROR COMPANIES** and to carry out or perform all such formalities or compliances referred to above on the part of the **TRANSFEROR COMPANIES**,

(ii) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the **TRANSFEROR COMPANIES** shall without any further act or deed, stand transferred to the **TRANSFeree COMPANY**, as if the same were originally given by, issued to or executed in favour of the **TRANSFeree COMPANY**, and the **TRANSFeree COMPANY** shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the

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TRANSFEREE COMPANY. The **TRANSFEREE COMPANY** shall receive relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

5. LEGAL PROCEEDINGS:

On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the **TRANSFEROR COMPANIES** pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the **TRANSFEREE COMPANY** and on and from the Effective Date, shall be continued and / or enforced by or against the **TRANSFEREE COMPANY** as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the **TRANSFEREE COMPANY**. On and from the Effective Date, the **TRANSFEREE COMPANY** shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertaking, in the same manner and to the same extent as would or might have been initiated by the **TRANSFEROR COMPANIES** as the case may be, had the Scheme not been made. If any suit, appeal or other proceedings relating to the Undertaking, of whatever nature by or against the **TRANSFEROR COMPANIES** be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Undertaking or by anything contained in

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this Scheme but the proceedings may be continued, prosecuted and enforced by or against the TRANSFEREE COMPANY in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the TRANSFEROR COMPANIES as if this Scheme had not been made.

6. CONDUCT OF BUSINESS:

a) With effect from the Appointed Date and up to and including the Effective Date:

(i) The TRANSFEROR COMPANIES shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the TRANSFEREE COMPANY.

(ii) All the profits or income accruing or arising to the TRANSFEROR COMPANIES, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the TRANSFEROR COMPANIES shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the TRANSFEREE COMPANY.

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(II) Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the TRANSFEROR COMPANIES shall be deemed to have been exercised by the TRANSFEROR COMPANIES for and on behalf of and as agent for the TRANSFEREE COMPANY. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the TRANSFEROR COMPANIES shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the TRANSFEREE COMPANY.

b) With effect from the date of filing of this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs and up to and including the Effective Date the TRANSFEROR COMPANIES shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group companies or any third party or sell, transfer, alienate, charge, mortgage or

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d) Without prejudice to the generality of Clause (c) above, the TRANSFEROR COMPANIES shall not make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, subdivision or consolidation, re-organization, or in any other manner except by way of making calls on partly paid shares to make them as fully paid, which may, in any way, affect the Share Exchange Ratio (as provided in paragraph 10 of Part IV below), except under any of the following circumstances:

- a) by mutual consent of the Board of Directors of the TRANSFEROR COMPANIES and of the TRANSFEREE COMPANY; or
- b) as may be permitted under this Scheme.

7. TREATMENT OF TAXES :

a) Any tax liabilities under the Income-tax Act, 1961, service tax/GST, stamp laws or other applicable laws/regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the TRANSFEROR COMPANIES 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.

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<p>ALLWORTH TRADECOM PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>	<p>VINAYAK CONCLAVE PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>	<p>KVAL DEVELOPERS PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>
<p>EXALTED TRADING PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>	<p>EVERGLINDING TRADING PVT. LTD. <i>[Signature]</i> Director / Authorized Signatory</p>	<p><i>[Signature]</i> for Ancon De... Director / Authorized Signatory</p>



b) All taxes (including income tax, service tax/GST, etc.) paid or payable by the TRANSFEROR COMPANIES in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the TRANSFEREE COMPANY and, insofar as it relates to the tax payment (including without limitation income tax, service tax/GST, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the TRANSFEROR COMPANIES in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the TRANSFEREE COMPANY, and shall, in all proceedings, be dealt with accordingly.

c) Any refund under the Tax Laws due to the TRANSFEROR COMPANIES consequent to the assessments made on the TRANSFEROR COMPANIES 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.

d) Without prejudice to the generality of the above, all benefits including that of withholding tax TDS under the income tax, service tax/GST etc., to which the

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TRANSFEROR COMPANIES is entitled to in terms of the applicable Tax Laws shall be available to and vest in the TRANSFEREE COMPANY.

8. EMPLOYEES

Upon the coming into effect of this Scheme:

All the employees of the TRANSFEROR COMPANIES who are in its employment as on the Effective Date shall become the employees of the TRANSFEREE COMPANY with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favorable than those on which they are engaged or employed by the TRANSFEROR COMPANIES.

9. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the TRANSFEROR COMPANIES under Paragraph 1 of Part III of this Scheme shall not affect any transactions or proceedings already concluded by the TRANSFEROR COMPANIES on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the TRANSFEREE COMPANY accepts and adopts all acts, deeds and things made, done and executed by the TRANSFEROR COMPANIES as acts, deeds and things made, done and executed by or on behalf of the TRANSFEREE COMPANY.

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PART IV

ISSUE OF EQUITY SHARES BY THE TRANSFEREE COMPANY

The provisions of this Part IV shall operate notwithstanding anything to the contrary in any other instrument, deed or writing.

10. ISSUE OF NEW EQUITY SHARES BY THE TRANSFEREE COMPANY:

a) Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Undertaking of the TRANSFEROR COMPANIES in the TRANSFEREE COMPANY, in terms of this scheme, the TRANSFEREE COMPANY shall without any further application or deed, be required to issue and allot to the equity shareholders of the TRANSFEROR COMPANIES whose names appear in the register of members of the TRANSFEROR COMPANIES as on the Record Date.

(i) To every Equity Shareholder of TRANSFEROR COMPANY NO. 1, 91 (Ninety One) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for 9 (Nine) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO.

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- (ii) To every Equity Shareholder of TRANSFEROR COMPANY NO. 2, 31 (Thirty-One) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares"), for 2 (Two) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO. 2.
- (iii) To every Equity Shareholder of TRANSFEROR COMPANY NO. 3, 79 (Seventy-Nine) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for 5 (Five) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO. 3.
- (iv) To every Equity Shareholder of TRANSFEROR COMPANY NO. 4, 14 (Fourteen) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for 1 (One) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO. 4.
- (v) To every Equity Shareholder of TRANSFEROR COMPANY NO. 5, 14 (Fourteen) Equity Shares of Rs. 10/- each credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to

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