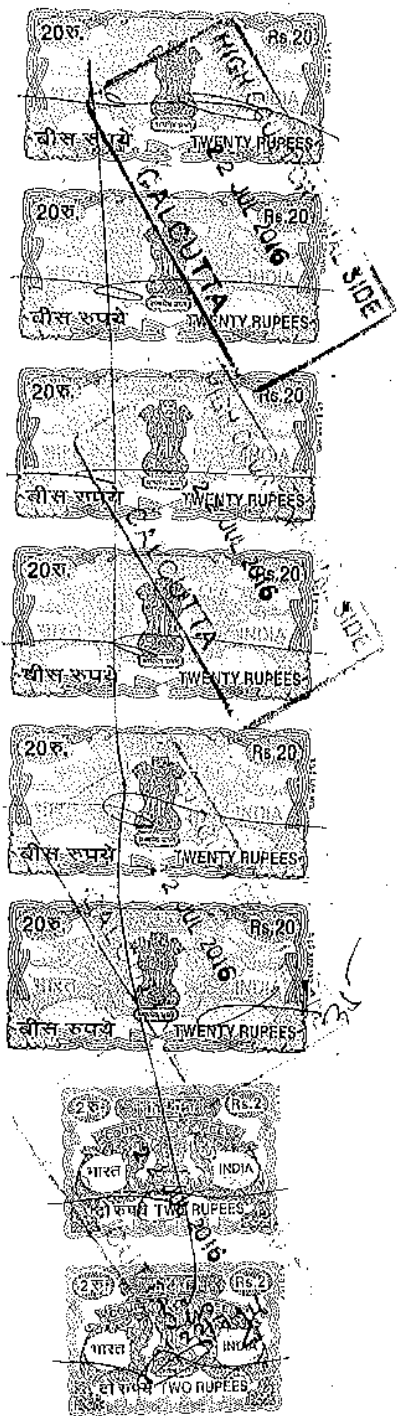


11-22-7
2016



C.P. No. 322 of 2016
Connected with
C.A. No. 126 of 2016
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION



In the Matter of the Companies Act, 1956;

And

In the Matter of:

A petition under Sections 391(2) and 394 of the said Act ;

And

In the Matter of:

EMAMI INFRASTRUCTURE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at "Emami Tower", Second floor, 687 Anandapur E M By-Pass, Kolkata-700107 within the said jurisdiction.

And

In the Matter of:

EMAMI REALTY LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at Emami Tower, Second Floor, 687, Anandapur, 2nd Floor, E.M. By-pass, Kolkata-700 107 within the jurisdiction aforesaid.

And

In the Matter of

EMAMI RAINBOW NIKETAN PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at "Emami Tower", Second floor, 687 Anandapur E M By-Pass, Kolkata-700107 within the said jurisdiction.

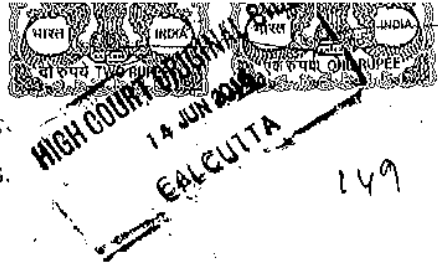
And

In the Matter of :

1. EMAMI INFRASTRUCTURE LIMITED
2. EMAMI REALTY LIMITED
3. EMAMI RAINBOW NIKETAN PRIVATE LIMITED

Petitioners

*Exd
Sanghvi-Sandhu (Wazir)*
22/07/16



Company Petition No. 322 No. of 2016.
Connected with
Company Application No. 126 No. of 2016.

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

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14/06/16
109-21-7
2016

President of the Union of India

The Honourable Mr. Justice
Biswanath Somadder }

On the Matter of the Companies Act, 1956;
- And -

On the Matter of:
A petition under sections 391(2) and
394 of the said Act;

- And -

On the matter of:
Enami Infrastructure Limited,
a company incorporated under the
Companies Act, 1956 and having its
registered office at "Enami Tower",
Second floor, 887 Amandapur E.M. -
By-Pass, Kolkata - 700107 within the
said jurisdiction.

- And -

On the matter of:
Enami Realty Limited, a company
incorporated under the Companies
Act, 1956 and having its Registered
Office at Enami Tower, Second floor,
887, Amandapur, 2nd floor, E.M. By-pass,
Kolkata - 700107 within the jurisdiction
aforesaid.

- And -

On the matter of:
Enami Rainbow Niketan Private
Limited, a company incorporated
- ends -

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Under the Companies Act, 1956 and having its registered office at -
"Emami Tower", Second floor, 887
Amandapur E M By-pass, Kolkata
700107 within the said jurisdiction.

- And -

In the matter of:

1. Emami Infrastructure Limited
2. Emami Realty Limited
3. Emami Rainbow Niketan Private Limited

..... Petitioners

The above petition coming on for hearing on this day upon reading the said petition the order dated seventeenth day of February in the year two thousand sixteen whereby the above named petitioner company no. 1. Emami Infrastructure Limited (hereinafter referred to as the said transferee company) was ordered to convene meeting of their equity shareholders for the purpose of considering and if thought fit, approving with or without modification the proposed scheme of arrangement between the applicant companies and their respective equity shareholders for the amalgamation of Emami Realty Limited and Emami Rainbow Niketan Private Limited (hereinafter referred to as the said transferor companies) with the said transferee company. The said scheme is hereinafter referred to as "the scheme of amalgamation" and annexed to the affidavit of Girija Kumar Choudhary, filed on - eleventh day of February in the year two thousand sixteen the "Business Standard" and the "Sambar Pralidin" both dated second day of March in the year two thousand sixteen each containing the advertisement of the notices convening the said meeting directed to be held by the ^{said} order dated seventeenth day of February.

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in the year two thousand sixteen the affidavit of Harsi Socha filed on fourteenth day of March in the year two thousand sixteen showing the publications and dispatch of the said notices convening the said meeting the report of the chairperson of the said meeting dated thirtieth first day of March in the year two thousand sixteen as to the result of the said meeting. However, the meetings of the equity shareholders of the said transferor companies were dispensed with and upon reading on the part of the said petitioner companies an affidavit of Sudeban Kumar Shit filed on sixteenth day of March in the year two thousand sixteen and the exhibits therein referred to and upon reading on the part of the Central Government an affidavit of Shri Ramash Chandra Meena, Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata, filed on fourteenth day of June in the year two thousand sixteen and upon reading the orders made herein and dated third day of May in the year two thousand sixteen and upon hearing Mr. Manju Bhuturia Advocate for the said petitioner companies and Mr. Amitava Raha, Advocate for the Central Government and it appearing from the said reports of the Chairpersons that the proposed scheme of Amalgamation has been approved by the requisite majority of the equity shareholders of the said transferee company in accordance with law and in view of the affidavit of Central Government the Hon'ble Court is of the view that the Central Government has not made any adverse observation in respect of the said scheme which is clear from the statements made in para 2 of the said affidavit and in para 2 of the above.

This Hon'ble Court doth hereby sanction the proposed scheme of Amalgamation mentioned in paragraph 1 of the petition and set forth in clause 'A' of the petition herein and specified in the schedule 'A' hereto and doth hereby declare the same to be binding with effect from first day of April in the year two thousand fifteen (hereinafter referred to as the said "Appointed Date") on the said transferee company and the said transferor companies and their shareholders respectively.

This Court doth order :-

1. That the said transferor companies with all their properties, rights and interest thereof including those specified in the first, second and third parts of the schedule 'B' hereto be transferred from the said Appointed date and be vested without further act.

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or deed to the said transferee company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and be vested in the said transferee company for all the estate and interest of the said transferor companies therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of the said transferor companies be transferred from the said appointed date without further act or deed to the said transferee company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the said transferee company; and
3. That all the proceedings and/or suits and/or appeals now pending by or against the said transferor companies shall be continued by or against the said transferee company; and
4. That leave be and the same is hereby granted to the said petitioner companies to file the schedule of assets of the said transferor companies within a period of three weeks from the date hereof; and
5. That the said transferor companies and the said transferee company do within a period of thirty days after receipt of a certified copy of this order cause the same to be delivered and served upon the Registrar of Companies, West Bengal for registration; and
6. That the Official Liquidator attached to this Hon'ble Court do prepare and submit a report under second proviso to section 394 (1) of the Companies Act, 1956 in respect of the affairs of the said transferor companies within a period of four weeks from the date hereof; and
7. That the said Official Liquidator do forthwith furnish a copy of the said report submitted by him as aforesaid upon Jhuyhumsaloe & Co. the advocate-on-record for the said petitioner companies; and

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8. That leave be and the same is hereby granted to the said petitioner companies to file an application for the dissolution of the said transferee companies after receiving a report - under second proviso to section 394(1) of the Companies Act, 1956 from the said Official Liquidator; and

9. That in the event the said petitioner companies supply a legible computerised printout of the scheme and the schedule of assets in acceptable form to the department, the concerned department will append such computerised printout, upon verification to the certified copy of this order without insisting on a hand written copy thereof; and

10. That the said petitioner companies do pay to the Central Government its costs of and incidental to this application - assessed at three hundred Gold Mohurs; and

11. That the Company Petition No. 322 of 2016 be and the same is hereby disposed of with the aforesaid directions.

Witness Mrs. Manjula Chellur, Chief Justice at Calcutta aforesaid the fourteenth day of June in the year two thousand - sixteen.

Jhunjhunwala & Co. Advocates
M.C. Prusty Additional Central
Government Advocate

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L. Das Gupta
21/07/2016
For Registrar.
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SCHEDULE - A *above referred to*

**SCHEME OF ARRANGEMENT FOR AMALGAMATION
UNDER SECTIONS 391 TO 394 OF
THE COMPANIES ACT, 1956
OF
EMAMI REALTY LIMITED
AND
EMAMI RAINBOW NIKETAN PRIVATE LIMITED
WITH
EMAMI INFRASTRUCTURE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS**

PART-I: DEFINITIONS

1. In this Scheme the following expressions unless repugnant to the context shall have the meaning assigned thereto:
 - 1.1 "Transferee Company" means Emami Infrastructure Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Emami Tower, 2nd Floor, 687 Anandapur, E M By-pass, Kolkata-700107.
 - 1.2 "Emami Realty" means Emami Realty Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Emami Tower, 2nd Floor, 687 Anandapur, EM By-Pass, Kolkata-700107.
 - 1.3 "ERNPL" means Emami Rainbow Niketan Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Emami Tower, 2nd floor, 687 Anandapur, EM By-Pass, Kolkata-700107.

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- 1.4 "Transferor Companies" means Emami Realty and/or ERNPL as the context may require.
- 1.5 "Appointed Date" means the 1st day of April, 2015.
- 1.6 "Effective Date" means the date when the certified copy of the order of the High Court sanctioning this Scheme is filed with the Registrar of Companies, West Bengal, by the Transferee Company and the Transferor Companies.
- 1.7 "The Act" means the Companies Act, 1956 and or the Companies Act, 2013 as in force from time to time; it being clarified that as on the date of approval of this Scheme by the Board of Directors of the Transferor Companies and the Transferee Company, sections 391 and 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. Accordingly, references in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 1956, such references shall, unless a different intention appears, be construed as references to the provisions so re-enacted,
- 1.8 "Undertaking of the Transferor Companies" means the entire business and the whole of the undertakings of the Transferor Companies as a going concern, all its assets, rights, licenses and powers and all its debts, outstandings, liabilities, duties and obligations as on the Appointed Date and without prejudice to the generality of the foregoing clause the said undertaking includes :
- a. all assets, properties, moveable and immoveable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible of whatsoever nature, wheresoever situated including land, buildings, sheds, godowns, warehouse, offices, plant and machinery, vehicles, equipments, furniture, fixtures, investments, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances of the Transferor Companies;

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- b. all rights and benefits of the Transferor Companies under the development agreements, buildings plans, and No Objection Certificates.
- c. trade marks, brands, goodwill, designs, copy rights, and all other intellectual rights and properties of the Transferor Companies;
- d. all permits, quotas, rights, licences, approvals, consents, tenancies, privileges, all other rights, benefits and entitlements, lease rights powers and facilities of every kind, nature and description whatsoever, right to use and avail of telephones, telexes, facsimile connections, e-mail connections, communication facilities and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with the Transferor Companies;
- e. all agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims to any patents, trademarks, design, quota rights, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Companies' business activities and operations;
- f. all records, files, papers, designs, and process information, computer programmes, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form of the Transferor Companies;
- g. Amounts claimed by the Transferor Companies whether or not so recorded in the books of account of the Transferor Companies from any Government Authority under any law, act or rule in force, as refund of any tax, duty, cess or of any excess payment.
- h. all debts (secured and unsecured), present and future liabilities including contingent liabilities, obligations and duties of the Transferor Companies of

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whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized.

- i. all employees of the Transferor Companies and all other obligations of whatsoever kind, including liabilities in respect of employees of the Transferor Companies with regard to payment of gratuity, provident fund or compensation, if any, etc.
- 1.9 "Proceedings" include any suit, appeal or any legal proceeding of whatsoever nature in any Court of law, or tribunal or any judicial or quasi-judicial body or any assessment proceeding before any authority under any law and also arbitration proceeding.
- 1.10 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form or with any modifications made under Clause 17.3 of this Scheme or any modification approved or directed by the High Court or any statutory authority.
- 1.11 "High Court" means the High Court at Calcutta.
- 1.12 "SEBI" means the Securities and Exchange Board of India.

PART-II: PRESENT CAPITAL STRUCTURE

2. SHARE CAPITAL

- 2.1 The Authorised Share Capital of the Transferee Company is Rs.5,00,00,000/- divided into 2,50,00,000 equity shares of Rs. 2/- each. The issued, subscribed and paid up share capital of the Transferee Company is Rs.4,85,96,784/- divided into 2,42,98,392 equity shares of Rs. 2/- each all fully paid up.
- 2.2 The Authorised Share Capital of Emami Realty is Rs.2,00,00,000/-divided into 20,00,000 equity shares of Rs. 10/- each. The issued, subscribed and paid up share capital of Emami Realty is also Rs.2,00,00,000/-divided into 20,00,000 equity shares of Rs. 10/- each all fully paid up.

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- 2.3 The Authorised Share Capital of ERNPL is Rs. 5,00,000/- divided into 50,000 equity shares of Rs. 10/- each. The issued, subscribed and paid up share capital of ERNPL is also Rs. 5,00,000/-divided into 50,000 equity shares of Rs. 10/- each all fully paid up.

PART-III: BACKGROUND AND RATIONALE FOR THE SCHEME

3. The Transferee Company is a listed company engaged in real estate business through its subsidiaries. The Transferor Companies are wholly-owned subsidiaries of the Transferee Company.
4. The rationale for the proposed amalgamation are, inter-alia, as follows:
- 4.1 The Transferor Companies are the wholly-owned subsidiaries of the Transferee Company. The amalgamation of Transferor Companies with the Transferee Company would lead to a more efficient utilisation of capital and create a consolidated base for future growth of the amalgamated entity.
- 4.2 The amalgamation will result in administrative and operational rationalisation, organisational efficiencies, reduction in overheads and other expenses and optimal utilisation of various resources. It will prevent cost duplication and the resultant operations would be substantially cost-efficient. Consequently, the Transferee Company will offer a strong financial structure and facilitate resource mobilisation and achieve better cash flows. The synergies created by the amalgamation would increase the operational efficiency and integrate business functions.
- 4.3 The proposed amalgamation will reduce managerial overlaps, which are necessarily involved in running multiple entities.
- 4.4 The Transferor Companies are the wholly-owned subsidiaries of the Transferee Company and all the shares of the Transferor Companies are presently held by the Transferee Company. The Scheme envisages transfer of the entire Undertaking of the Transferor Companies to the Transferee Company. Accordingly, the Scheme is not prejudicial to the Interest of the Transferor Companies. As far as the creditors of the Transferor Companies are concerned,

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the assets of the Transferee Company after amalgamation will be higher than its liabilities. Accordingly, the creditors of the Transferor Companies shall also not be affected by the Scheme.

- 4.5 The Scheme does not affect the right and interest of the shareholders of the Transferee Company. The shareholding and other rights of the members of the Transferee Company will remain unaffected as no new shares are being issued by the Transferee Company under this Scheme.

PART-IV: SCHEME

5. TRANSFER & VESTING

- 5.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the Undertaking of the Transferor Companies shall, without any further act or deed be transferred to and be vested or deemed to be vested in the Transferee Company as a going concern, pursuant to Section 394(2) of the Act subject to all charges, liens, mortgages, lispendens, if any, then affecting the same or any part thereof and all the creditors of the Transferor Companies shall become the creditors of the Transferee Company on the same terms and conditions.
- 5.2 All moveable assets and properties of the Transferor Companies including cash in hand and capable of being transferred by physical delivery or by endorsement and delivery shall be so delivered or endorsed and delivered by the Transferor Companies to the Transferee Company, without the need to execute any separate instrument, to the end and intent that such property and benefits therein passes to the Transferee Company.
- 5.3 In respect of any assets of the Transferor Companies other than those mentioned in sub clause 5.2 above, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, the Transferor Companies shall if so required by the Transferee Company, and the Transferee Company may, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to

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the High Court having sanctioned this Scheme under Sections 391 and 394 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Companies to recover or realize the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record such changes.

- 5.4 Upon the Scheme coming into effect and with effect from the Appointed Date, all the immovable properties (including but not limited to land, agricultural land, buildings, offices, factories, sites and any other immovable property, including accretions and appurtenances) of the Transferor Companies, whether freehold or leasehold, and any document of title, right, interest and easements in relation thereto shall stand transferred to and by vested by the Transferee Company, as a successor of the Transferor Companies, without any act or deed to be done or executed by the Transferor Companies/or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges and shall be liable to pay all taxes and charges and fulfill all obligations, in relation to or applicable to all such immovable properties. The mutation and/or substitution of title of the immovable property shall be made upon sanction of the Scheme by the High Court and upon the Scheme becoming effective in accordance with the terms hereof without any further act or deed to be done or executed by the Transferor Companies or the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage such correspondence and make such representation as may be necessary for the purpose of the such mutation and/or substitution.
- 5.5 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligation of the Transferor Companies, as on and after the Appointed Date whether provided for or not in the books of the accounts of the Transferor Companies, and other liabilities which may accrue or arise after the Appointed date but which relate to the period on or upto the day of the Appointed Date shall, pursuant to the order of the High Court without any further act or deed be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become from the Appointed Date the debt, liabilities,

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contingent liabilities, duties and obligation of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies.

- 5.6 Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Companies 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.
- 5.7 All taxes (including but not limited to income tax, sales tax, excise duty, service tax, VAT, etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business before the Appointed Date, on account of the Transferor Companies and, in so far as it relates to the tax payment whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the operations and/or the profits of the business after the Appointed Date shall be deemed to be the corresponding item paid by the Transferee Company and shall in proceedings, be dealt with accordingly.
- 5.8 All the profits, income, taxes (including advance tax, tax deducted at source and MAT Credit) or any costs, charges, expenditure accruing or arising to the Transferor Companies or expenditure or losses arising or incurred or suffered by the Transferor Companies shall for all purposes be treated and deemed to be and accrue from the Appointed Date as the profits or income, taxes (including tax, losses, MAT Credit) costs, charges, expenditure or losses of the Transferee Company, as the case may be.
- 5.9 For avoidance of doubts and without prejudice to the generality of the foregoing, it is clarified that upon coming effect of the Scheme and with effect of the Appointed Date, in accordance with the relevant laws, consents, permissions, licenses registration, certificates, authorities (including operation of bank accounts), power of attorneys given by, issued to or executed in favour of the Transferor Companies, and rights and privileges under the same, in so far as they relate to the Transferor Companies and all domain names, brands, trade secrets, product registration and other intellectual property, if any, and all other interests relating to the goods or services being dealt by the Transferor Companies, shall without any


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further act or deed be transferred to and vested in the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies immediately prior to the coming into effect of this Scheme.

- 5.10 If any Proceedings of whatsoever nature, by or against the Transferor Companies be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Companies or anything contained in this scheme but the proceedings including those by the creditors of the Transferor Companies may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued prosecuted and enforced by or against the Transferor Companies if this scheme had not been made.
- 5.11 Subject to other provisions contained in this scheme, all contracts, deeds, bonds, agreements, and other documents and instruments of whatsoever nature to which the Transferor Companies are parties or subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Companies, the Transferee Company had been a party thereto.
- 5.12 The Authorised Share Capital of the Transferor Companies, shall also stand transferred to and vested in the Transferee Company and shall form part of the Authorised Share Capital of the Transferee Company and, accordingly on the Effective Date the Authorised Share Capital of the Transferee Company shall stand increased from Rs.5,00,00,000/- to Rs.7,05,00,000/-.

6. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of properties and liabilities and the continuance of the Proceedings by or against the Transferee Company under clause 5 above shall not affect any transaction or Proceedings already concluded by the Transferor Companies on and after the Appointed Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and


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executed by or on behalf of the Transferor Companies as acts deeds and things done and executed by or on behalf of the Transferee Company.

7. EFFECTIVE DATE

- 7.1 The Scheme shall become effective and transfers shall be deemed to have taken place with effect from the Appointed Date upon the certified copies of the order of the Hon'ble Calcutta High Court sanctioning this Scheme is filed with the Registrar of Companies, West Bengal.
- 7.2 With effect from the Appointed Date and upto and including the Effective Date:
- a. The Transferor Companies shall carry on and be deemed to have carried on their respective business and activities and shall be deemed to have held and stand possessed of and shall hold and stand possessed of all their respective assets and properties for and on account of and in trust for the Transferee Company.
 - b. All the profits or incomes accruing or arising to the Transferor Companies or expenditure or losses arising or incurred by the Transferor Companies on and from the Appointed Date upto the Effective Date shall for all the purpose be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses, as the case may be, of the Transferee Company.

8. APPLICABILITY OF PROVISIONS OF INCOME TAX ACT, 1961 AND OTHER TAX LAWS

- 8.1 This Scheme has been drawn up to comply with the conditions relating to 'amalgamation' as specified under Section 2(1B) and other relevant provisions of The Income Tax Act, 1961. If any term or provision of the Scheme is found or interpreted to be inconsistent with the provisions of the said section and other related provisions at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section and other related provisions of The Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to



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the extent determined necessary, to comply with Section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

- 8.2 Upon the Scheme becoming effective, the Transferor Companies and the Transferee Company are expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws, excise duty laws and other tax laws, and to claim refunds and/or credit for taxes paid/ (including minimum alternate tax, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 8.3 All tax assessment proceedings/appeals of whatsoever nature by or against the Transferor Companies pending and/or arising at the Appointed Date and relating to the Transferor Companies shall be continued and/or enforced until the Effective Date by the Transferor Companies. In the event of the Transferor Companies failing to continue or enforce the proceedings/appeal, the same may be continued or enforced by the Transferee Company, at the cost of Transferee Company. As and from the Effective Date, the tax proceedings 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 or enforced by the Transferor Companies.
- 8.4 Any refund, under the Income Tax Act, 1961, service tax laws, central sales tax, excise duty laws, applicable state value added tax, laws and other applicable laws and regulations dealing with taxes, duties, levies due to Transferor Companies consequent to the assessment made to the Transferor Companies and for which no credit is taken in the account as on the date immediately preceding the Appointed Date shall also belong to and received by the Transferee Company upon this Scheme becoming effective.
- 8.5 Without prejudice to the generality of the above, all benefits, entitlements, incentives, losses, credits (including, without limitation income tax, minimum alternate tax, tax deducted at source, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, CENVAT, registrations etc.) to which

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the Transferor Companies are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company, upon the Scheme coming into effect.

9. EMPLOYEES

- 9.1 All the employees, if any, of the Transferor Companies who are in its employment, as on the Effective Date shall become employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and other terms and conditions as to employment and remuneration not less favourable than those on which they are engaged or employed by the Transferor Companies.
- 9.2 The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Companies or any other special funds created or existing for the benefit of the concerned permanent employees of the Transferor Companies (collectively referred to as the "Funds") and the investments made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Companies or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the Transferee Company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Companies shall be transferred to such funds of the Transferee Company.

10. DEBENTURES ISSUED BY THE TRANSFEROR COMPANIES

- 10.1 Emami Realty has issued Secured Redeemable Non-Convertible Debentures ("Debentures") of Rs. 300 Crores on private placement basis on the Appointed

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Date and Debentures of Rs. 100 Crores after the Appointed Date, aggregating to Rs. 400 Crores. The Debentures are secured by a third party security made in favour of IDBI Trusteeship Services Limited ("IDBI") who are the Debenture Trustees. Out of above, 1000 Redeemable, Rated, Non-convertible Debentures of face value of Rs. 10 lakhs each, aggregating to Rs. 100 Crores, are listed with Wholesale Debt Segment of BSE Limited.


- 10.2 Consequent upon amalgamation of Emami Realty with the Transferee Company, the rights of the holders of the Debentures of Emami Realty shall not be affected or prejudiced in any manner whatsoever.
- 10.3 All the Debenture documents shall continue to remain in full force and effect against or in favour of the Transferee Company as if the Transferee Company had been a party thereto in place and stead of Emami Realty.

11. CHANGE OF NAME:

- 11.1 Consequent to the amalgamation and upon the Scheme becoming effective, the name of the Transferee Company shall be changed to "Emami Realty Limited" being the name of a Transferor Company. The Transferee Company shall take necessary steps to give effect to such change of name.
- 11.2 From the Effective Date till the time necessary formalities relating to the change of name is completed, the Transferee Company shall be eligible and shall be deemed to have a right to use its present name 'Emami Infrastructure Limited' to ensure continuity of its business operations.
- 11.3 The above shall be effected as an integral part of the Scheme and shall be deemed to be in due compliance of the applicable provisions of the Act.

12. CANCELLATION OF SHARES

- 12.1 The Transferor Companies being wholly owned subsidiaries of the Transferee Company, no share is required to be issued by the Transferee Company to the shareholders of the Transferor Companies consequent upon amalgamation of the Transferor Companies with the Transferee Company.


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- 12.2 Upon the Scheme becoming effective, in consideration of the transfer and vesting of the Undertaking of the Transferor Companies in the Transferee Company in terms of the Scheme, the entire paid up capital in the Transferor Companies fully held by the Transferee Company and its nominees on the Effective Date shall stand extinguished and all such equity shares held by the Transferee Company and its nominees in the Transferor Companies shall stand cancelled without any further act or deed.
- 12.3 The Transferee Company shall not receive any payment or other consideration pursuant to the cancellation of the shares of the Transferor Companies.

13. ACCOUNTING TREATMENT

- 13.1 All assets and liabilities of the Transferor Companies shall be recorded in the books of accounts of the Transferee Company at their existing carrying amounts as at the close of the business on the day immediately preceding the Appointed Date.
- 13.2 Inter Company balances, if any, shall stand cancelled.
- 13.3 The identity of the reserves of the Transferor Companies, if any, shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form and manner in which they appeared in the financial statements of the Transferor Companies, prior to the Scheme becoming effective.
- 13.4 The Transferee Company shall abide by the Accounting Standard AS-14 issued by the Institute of Chartered Accountants of India.

14. REDUCTION OF SECURITIES PREMIUM ACCOUNT OF TRANSFEEE COMPANY

The investment of the Transferee Company in the shares of the Transferor Company was acquired by the Transferee Company at a premium to the face value of the shares. Upon cancellation of such investment consequent to the amalgamation as

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provided in clause 12 above, the carrying amount thereof in the books of the Transferee Company shall stand reduced accordingly and the difference between such carrying amount and the aggregate face value of such shares of the Transferor Company held by the Transferee company shall be adjusted against the Securities Premium Account of the Transferee Company.

15. LISTING AGREEMENT & SEBI COMPLIANCE

- 15.1 The Transferee Company being a listed company, this Scheme is subject to the compliance by the Transferee Company of all requirements under the Listing Agreement and all statutory directives of the SEBI insofar as they relate to sanction and implementation of this Scheme.
- 15.2 The Transferee Company in compliance with the Listing Agreement shall obtain in-principle approval of the BSE Limited (BSE), National Stock Exchange of India Limited (NSE) and the Calcutta Stock Exchange Limited (CSE) where its shares are listed in terms of the Clause 24(f) of the Listing Agreement.
- 15.3 The Transferee Company shall also comply with the directives of the SEBI contained in its Circular no. CIR/CFD/DIL/5/2013 dated 4 February 2013 as modified by the Circular no. CIR/CFD/DIL/8/2013 dated 21 May 2013.
- 15.4 In pursuance of the said Circular of SEBI dated 4 February 2013 as modified by the Circular dated 21 May 2013, the Scheme shall also be required to be approved by the public shareholders of the Transferee Company through postal ballot and e-voting and shall be acted upon only if the number of votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by them against the Scheme.

16. CONDITIONALITY OF SCHEME

- 16.1 The Scheme is conditional upon and subject to --
- (a) the Transferee Company filing this Scheme with the BSE Limited ("BSE"), National Stock Exchange of India Limited ("NSE") and The Calcutta Stock Exchange


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Limited ("CSE") where its shares are listed in accordance with the Listing Agreement and obtaining in-principle approval of such Stock Exchanges;

- (b) Approval of and agreement to the Scheme by the requisite majority of members of the Transferor Companies as well as the Transferee Company, in terms with the applicable provisions of the Act and Listing Agreement.
- (c) High Court sanctioning this Scheme and passing transfer and vesting orders under Sections 391 and 394 of the Act;
- (d) All other sanctions and approvals as may be required by law in respect of this Scheme being obtained;
- (e) Filing of certified copy of the order of the High Court under sub clause (c) above with the Registrar of Companies, West Bengal, by the Transferee Company and the Transferor Companies;

16.2 Although this Scheme shall become effective from the Effective Date, the provisions of this Scheme shall be applicable and deemed to have come into operation from the Appointed Date.

17. DISSOLUTION OF TRANSFEROR COMPANIES

17.1. The Transferor Companies shall stand dissolved without winding up on the Effective Date.

17.2 The Transferee Company and the Transferor Companies shall file appropriate application before the High Court so that the order sanctioning this Scheme by the High Court also provides for dissolution of the Transferor Companies on the Effective Date.

18. MISCELLANEOUS

18.1 Immediately after the Effective Date the Banking accounts of the Transferor Companies shall be operated by the Transferee Company in such manner as may be decided by the Board of Directors of the Transferee Company. The name of all



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such Banking accounts shall also be changed to the name of the Transferee Company and notwithstanding such change in the name, the Transferee Company shall be entitled to deposit and encash all account payee cheques and negotiable instruments issued in the name of the Transferor Companies by operating such Banking accounts.

- 18.2 The Transferee Company shall pay all the costs, charges and expenses of and incidental to this scheme.
- 18.3 The Board of Directors of the Transferee Company may assent on behalf of all concerned to any modification to this Scheme or to any condition which the Hon'ble Calcutta High Court or any other authority may impose and the said Board of Directors may do all such acts, things, and deeds as they may, in their sole discretion, think fit for the purpose of effectively carrying out and implementing this scheme.
- 18.4 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not affect the validity or implementation of the other parts and/or provisions of this Scheme.

[Handwritten mark]

L. Das Gupta
21/07/2016
For Registrar
[Signature]

SCHEDULE - B

SCHEDULE OF ASSETS

Schedule of Assets of the of Emami Realty Limited (Transferor Company No. 1) and Emami Rainbow Niketan Private Limited (Transferor Company No. 2) to be transferred to and vested in Emami Infrastructure Limited, Transferee Company as on 1st April, 2015.

EMAMI REALTY LIMITED (Transferor Company No. 1)

PART - I

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(A short description of the Free-hold Properties of the Transferor Company No. 1)

A. Free-hold Properties


- 1) ALL THAT pieces or parcels of non-agricultural freehold land and being private plot no. 2 measuring 1008.00 square metres more or less together with undivided impartible 1/56th share in the internal approach road and open spaces which undivided impartible share measures 356.39 square metres more or less and aggregating 1,364.39 square metres more or less and comprised in the amalgamated Survey no. 299/1 in MoujeMaharajpura of KadiTaluka in the Registration District Mehsana Sub District of Kadi on Ahmedabad-Mehsana Highway Road in the State of Gujarat.
- 2) ALL THAT pieces and parcels of Land admeasuring 2.83 acres being Plot Nos. 1907,1908,1909,1992,1993, in Khata No.375, Fasli-1384 lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh.
- 3) ALL THAT piece and parcel of Land admeasuring 4.91 acres bearing Plot Nos.2057,2058,2044,2046,2047,2049,2050,2051,2053,2052,2026,2027,1907,1908,1909,1992,1993, in Khata No.386, Fasli-1384 lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh
- 4) ALL THAT pieces and parcels of Land admeasuring 4.62 acres being Plot nos.2026,2027,2057,2058,2049,2050,2051,2052,2053,2044,2046,2047,1907,1908,1909,1992,1993 in Khata No.386, Fasli-1384, lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh
- 5) ALL THAT pieces and parcels of Land admeasuring 4.01 acres being Plot Nos.1889MI,1892,1893,1894,1895,1897,1898,1906,1899,1904 in Khata No.206, Fasli-1390, lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh
- 6) ALL THAT pieces and parcels of Land admeasuring 6.41 acres being Plot Nos.2026,2027,2057,2058,2049,2050,2051,2052,2053,2044,2046,2047,inKhata No.386, Fasli-1384,lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh

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- 7) ALL THAT pieces and parcels of Land admeasuring 5.67 acres being Plot Nos. 1601,1602,1659,1661,1664,1665,2055, in Khata No.378, Fasli-1416 lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh
- 8) ALL THAT piece and parcel of Land admeasuring 3.03 acres being Plot Nos.2022,2023/1,2034/2MI,2021,2020,2035/2,2036,2038,2039,2040/2, in Khata Nos.301 and 2034/1,2035/1,2040/1, being Khata No.305, Fasli-1392, lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh
- 9) ALL THAT pieces and parcels of Land admeasuring 6.40 acres being Plot Nos.2044,2046,2047,2026,2049,2027,2050,2051,2052,2053,2057,2058, in Khata No.386, Fasli-1384, lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh
- 10) ALL THAT pieces and parcels of Land admeasuring 3.60 acres being Plot Nos.2050,2051,2026,2027,2057,2058, in Khata No.386, Fasli-1384, lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh
- 11) ALL THAT pieces and parcels of Land admeasuring 11.91 acres being Plot Nos.2025,2028,2029,2030,2031,2032,2033,2023/2,2034/2,2024, in Khata No.440, Fasli-1405, lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh
- 12) ALL THAT pieces and parcels of Land admeasuring 2.50 acres being Plot No. 2054, in Khata No.99, Fasli-1360, lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh
- 13) ALL THAT pieces and parcels of Land admeasuring 1.13 acres being Plot Nos.1910, 1911, in Khata No.-, Fasli-1401, lying and situated in Village: Khallar, District: Jhansi in the State of Uttar Pradesh
- 14) ALL THAT pieces and parcels of Land admeasuring 12.04 acres being Plot Nos. 688K, 701, 705K, 704, 712, 713K, 718K, 725, 737K, 738, 814, 815,816, 822KH, 823, 824K, 827, 829, 830, 711K, in Khata No. 00079, lying and situated in Village: Buda, District: Jhansi in the State of Uttar Pradesh


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- 15) ALL THAT pieces and parcels of Land admeasuring 0.99 acres being Plot No.810/2, being Knata No. 127,lying and situated in Village: Buda, District: Jhansi in the State of Uttar Pradesh
- 16) ALL THAT pieces and parcels of Land admeasuring 3.19 acres being Plot Nos. 799, 800, 802, 803, 804, 805, 806 in khata Nos. 43, lying and situated in Village: Buda, District: Jhansi in the State of Uttar Pradesh
- 17) All that pieces and parcels of Land admeasuring 12.04 acres being Plot Nos.688K,701,705K,704,712,713K,718K,725,737K,738,814,815,816,829,822K, 823,824K,827,830,711K, in Khata No.00079 situated in Buda in district Jhansi in the State of Uttar Pradesh
- 18) ALL THAT pieces and parcels of Land admeasuring 4.31 acres being Plot Nos. 321MI, 173MI, 157, in Khata No.237, Plot No.168G, 169, in Khata No.0050 and Plot Nos.168MI,169MI,170MI,inKhata No.238, lying and situated in Village: Buda, District: Jhansi in the State of Uttar Pradesh
- 19) ALL THAT pieces and parcels of Land admeasuring 0.95 acres being Plot No.233, in Khata No. 114 and Plot No. 370, in Khata No.107,lying and situated in Village: Buda, District: Jhansi in the State of Uttar Pradesh
- 20) ALL THAT pieces and parcels of Land admeasuring 0.42 acres being Plot Nos.50D,268,269,270, in Khata No: 00356, lying and situated in Village: Buda, District: Jhansi in the State of Uttar Pradesh
- 21) ALL THAT pieces and parcels of Land admeasuring 0.80 acres being Plot Nos.1082/1133, 1078/2, in Khata No.306, lying and situated in Village: Bhojla, District: Jhansi in the State of Uttar Pradesh
- 22) ALL THAT pieces and parcels of Land admeasuring 4.05 acres being Plot No.639 lying and situated in Village: Ambavay, District: Jhansi in the State of Uttar Pradesh

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- 23) ALL THAT pieces and parcels of Land admeasuring 0.31 acres being Plot No. 1114, in Khata No.00050, lying and situated in Village: Ambavay, District: Jhansi in the State of Uttar Pradesh
- 24) ALL THAT pieces and parcels of Land admeasuring 0.08 acres being Plot No.1110, in Khata No.0639, lying and situated in Village: Ambavay, District: Jhansi in the State of Uttar Pradesh
- 25) ALL THAT pieces and parcels of Land admeasuring 1.02 acres being Plot No. 1128, in Khata No.0312, lying and situated in Village: Ambavay, District: Jhansi in the State of Uttar Pradesh
- 26) ALL THAT pieces and parcels of Land admeasuring 0.50 acres being Plot No.1111, in Khata No. 0285, lying and situated in Village: Ambavay, District: Jhansi in the State of Uttar Pradesh
- 27) ALL THAT pieces and parcels of Land admeasuring 0.39 acres being Plot No.1108, in Khata No.00142, lying and situated in Village: Ambavay, District: Jhansi in the State of Uttar Pradesh
- 28) ALL THAT pieces and parcels of Land admeasuring 0.17 acres being Plot No.1108, in Khata No.00142, lying and situated in Village: Ambavay, District: Jhansi in the State of Uttar Pradesh
- 29) ALL THAT pieces and parcels of Land admeasuring 2.74 acres being Plot No.63, in Khata No. 01116 and Plot No.46, in Khata No. 01114, lying and situated in Village: Baruasagar, District: Jhansi in the State of Uttar Pradesh
- 30) ALL THAT pieces and parcels of Land admeasuring 3.86 acres being Plot Nos. 70/1, 70/2 lying and situated in Village: Orchha, District: Tikamgarh in the State of Madhya Pradesh
- 31) 33 Residential Flat UNDER CONSTRUCTION in Tower T-18 (Unit Nos.1904, 1905, 1804, 1605, 1603, 1505, 1205), T-19 (Unit Nos. 1804, 1805, 1806, 1704, 1705, 1706, 1605, 1505, 1504, 1904, 1905, 1906, 1406, 1105, 1006,

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905), T-20 (Unit Nos. 906, 1905, 1906, 1805, 1806, 1706, 1705, 1606, 1506, 1105) having aggregate area of 56,910 sq. ft. more or less and situated at Prajay Megapolis, Near Fortune Fields, Community Hall Rd, XI Phase, K P H B Phase 9, Kukatpally, Hyderabad, Telangana 500072

- 32) Right to obtain a constructed Area of 28,750 sq. ft. in the proposed Shopping Mall to be constructed at 290 Avinashi Road, Coimbatore in the state of Tamil Nadu in pursuance of Area Assignment Agreement dated 23/03/2007 with Karthikeya Ancillaries Pvt. Ltd.
- 33) All rights and benefits of the Transferor Company no. 1 in the Joint Development Agreement dated 31st March 2014 made between Add-Albatross Properties Private Limited and the Transferor Company No. 1 in respect of land measuring 8.57 acres lying and situated at Old No. 36, New No. 34, Egattur Village, Sub Registration District of Thiruporur, Changanai Taluk, Tamil Nadu.
- 34) All rights and benefits of the Transferor Company no. 1 in the Joint Development Agreement dated 10th December 2014 made between Emami Agrotech Limited and the Transferor Company No. 1 in respect of land measuring 6.17 acres lying and situated at 34, Egattur Village, Thiruporur Taluk, Kancheepuram District, Tamil Nadu and land measuring 0.44 acres lying and situated at Survey No. 85/2B, being Plot No. R-1 in the SIPCOT's Information Technology Park at Siruseri, Egattur Village, Thiruporur Taluk, Kancheepuram District, Tamil Nadu

PART - II

(A short description of the Lease-hold Property of the Transferor Company No. 1)

1. All rights and benefits of the Transferor Company no. 1 in the Joint Development Agreement dated 27th February 2013 made between Oriental Sales Agencies (India) Private Limited and the Transferor Company no. 1 in respect of leasehold land measuring 14.489 acres lying and situated at Mouja Dum Dum House, J L no. 19, P S Dum Dum and being municipal premises no.

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2 Jessore Road, Kolkata-28 for 99 years from 16th April 2007 with right to renew the same for a further period of 99 years.

2. 12 Residential Flats UNDER CONSTRUCTION in Tower T-3 (Unit No 1302, 2001, 3901), Tower T-5 (Unit No. 2003, 2601, 3002, 3102, 3203, 4102, 4104, 4401&4501) and Tower T-6 (Unit No. 3702) having aggregate area of 41,452 sq. ft. more or less and situated in Urbana, 783, Anandapur Road, Bengal NRI Complex Limited, East Kolkata Township Project, Kolkata, West Bengal 700107 on leasehold land for 99 years from 12th May 2008 with right to obtain successive renewals.
3. 46 Residential Flat UNDER CONSTRUCTION in Tower T-4 (Unit No.1403), T-6 (Unit No.12A03,1403,403), T-7 (Unit No. 101, 102, 1101, 1102, 1103, 1201, 1202, 1203, 12A01, 12A02, 12A03, 1401, 1402, 1403, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 603, 702, 703, 801, 802, 803, G01, G02), T-8 (Unit No. 12A02), T-9 (Unit No. 1401, 1402), T-10 (Unit No.1203, 803), T-11 (Unit No. 102, 1401, 1402) having aggregate area of 85,330 sq. ft. more or less and situated at Plot No. 11 in Sector Pi (Chorosia Estate), in New Delhi on leasehold land for 90 years from 12th January 2007.

PART - III

(A Short description of Stocks, Shares, Debentures and other chooses-in-action of Transferor CompanyNo. 1)

(A) SHARES

I. In Physical form:

1. 5,000 Equity Shares of Roseview Developers Private Limited
2. 5,000 Equity Shares of Prajay Urban Private Limited
3. 60,000 Equity Shares of Bengal Emami Housing Limited
4. 50,000 Equity Shares of Sneha Ashiana Private Limited
5. 30,000 Equity Shares of New Age Realty Private Limited
6. 1,00,000 Equity Shares of Emami Constructions Private Limited
7. 2,47,511 Equity Shares of Delta PV Private Limited

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II. In Demat form:

1,75,000 8% Cumulative Redeemable Non-Convertible Preference Shares of Emami Paper Mills Ltd. of Rs. 100/- each in Demat Account with Ortem Securities Limited (DP ID: IN300693; Client ID:10173857)

(B) DEBENTURES (In physical form)

1. 4,28,760 Redeemable Non-Convertible Debentures of Vijaybhan Investments & Consultancy Pvt. Ltd. of Rs. 1000/- each
2. 24,480 Optionally Convertible Debentures of Prajay Urban Private Limited of Rs. 10,000/- each

(C) PARTNERSHIP INTEREST IN LLP

1. 10% Partnership Interest in Lohitka Properties LLP
2. 1% Partnership Interest in Supervalve Nirman LLP

(D) FIXED DEPOSITS

1. Fixed deposits with ICICI Bank Account No- 613001192 for Rs. 1,30,00,000
2. Fixed deposits with ICICI Bank Account No. 000610054189 for Rs. 25,00,000
3. Fixed deposits with ICICI Bank Account No. 000610054306 for Rs. 63,75,000
4. Fixed deposits with ICICI Bank Account No. 000610054338 for Rs. 1,10,00,000
5. Fixed deposits with ICICI Bank Account No. 000610054343 for Rs. 31,87,500
6. Fixed deposits with ICICI Bank Account No. 000614143350 for Rs. 86,25,000
7. Fixed deposits with ICICI Bank Account No. 000614159184 for Rs. 63,75,000
8. Fixed deposits with ICICI Bank Account No. 000614159683 for Rs. 15,93,750
9. Fixed deposits with ICICI Bank Account No. 000614159730 for Rs. 31,87,500
10. Fixed deposits with ICICI Bank Account No. 000613000132 for Rs. 22,31,250
11. Fixed deposits with ICICI Bank Account No. 000613000876 for Rs. 1,26,00,000
12. Fixed deposits with ICICI Bank Account No. 000613003754 for Rs. 31,87,500

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(E) VEHICLES - MOTOR CAR

Model No.	Registration No.
1. Maruti ERTIGA	WB/02A B4991
2. Maruti Swift	WB/02A 2239
3. SKODA	WB/02AA 3999
4. Maruti Suzuki	WB 06E 3183
5. Honda	WB 06G 3050

(F) BANK ACCOUNTS

Sl No.	Account No.	Name of Bank	Location
1	000605026994	ICICI Bank Ltd	R N Mukerjee Road, Kolkata
2	000605026704	ICICI Bank Ltd	R N Mukerjee Road, Kolkata
3	000605026939	ICICI Bank Ltd	R N Mukerjee Road, Kolkata
4	000605023600	ICICI Bank Ltd	R N Mukerjee Road, Kolkata
5	000605023601	ICICI Bank Ltd	R N Mukerjee Road, Kolkata
6	000605027027	ICICI Bank Ltd	R N Mukerjee Road, Kolkata
7	000605027028	ICICI Bank Ltd	R N Mukerjee Road, Kolkata
8	051905002561	ICICI Bank Ltd	Sholinganallur, Chennai
9	128705000344	ICICI Bank Ltd	Anandapur, Kolkata
10	024905002750	ICICI Bank Ltd	Jhansi
11	30464259497	State Bank of India	Park Street, Kolkata
12	019081300000293	Yes Bank Ltd	Stephen House, Kolkata
13	253010200004084	Axis Bank Ltd	Rashbehari Avenue, Kolkata
14	409000286522	RBL Bank	J L Nehru Road, Kolkata
15	1711569121	Kotak Mahindra Bank	Park Street, Kolkata

(G) SOFTWARES

Software Licenses for:

- Autocad (3 Nos)
- MS Office (53 Nos)
- Winrar (32 Nos)

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(H) TELEPHONES/ OTHER CONNECTIONS:

Kolkata: 30006000; 24431953; 938199672; 939245094

Chennai: 7005604829

Broadband: 9903368924; 9903368925; 9903369270; 9903369295; 9903369327;
9007737912; 8585855232; 8585855233; 8585865632; 8585865633;
8585865634; 8585865628; 8585865635; 8585865630; 8585865629;
8585865631; 8585883381; 8585883382; 8585865628

Lease Line at Emami City Project Site

(I) INSURANCES:

- 1) CAR Policy No. OG-13-2401-0402-00000003 pertaining to and related to the Company Project – Emami City
- 2) All Motor Car Insurance Policies standing in the name of the Transferor Company No. 1 for Vehicles as mentioned in Item No. (E) above

(J) DOMAIN NAMES:

- 1) emamirealty.com
- 2) emamirealty.net
- 3) emamirealty.org
- 4) emamirealty.co.in
- 5) emamirealty.info
- 6) emamirealty.co

(K) REGISTRATIONS/ LICENCES:

1. TIN No. 33656287371 under Government of Tamil Nadu, Commercial Taxes Department (Tamil Nadu Value Added Tax Act, 2006).
2. TIN No.09432411594C under the Department of Commercial Taxes, Government of Uttar Pradesh (UPVAT Rules, 2008)

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3. Certificate of Enrolment No. 192007545020 under The West Bengal State Tax on Professions, Trades, Callings and Employments Rules, 1979
4. Certificate of Registration No. 191001137234 under The West Bengal State Tax on Professions, Trades, Callings and Employments Rules, 1979
5. Service Tax Code AABCE6823BSD001 under the Central Board of Excise and Customs
6. Licence No. S.D.D.M/P.605/2011-2012 under the South Dum Dum Municipality in respect of Empanelled Promoter/ Developer
7. Employer's Code No 11000302830001009 under Employees State Insurance Corporation
8. Establishment Code WBPRB0042466000 under the Employees Provident Fund Organisation
9. Code: E-154 under the West Bengal Labour Welfare Board
10. STDS/TDS Enrollment No. 510000802 under the West Bengal Value Added Tax Rules, 2005

(L) SECURITY DEPOSITS:

	<u>Amount (Rs)</u>
1. Security Deposit for Office Space- to Emami Limited	14,74,200
2. Security Deposit pertaining to Joint Development Agreement with Oriental Sales Agencies (India) Private Limited	20,00,00,000
3. Security Deposit pertaining to Joint Development Agreement with Add Albatross Properties Pvt. Ltd.	80,00,00,000
4. CESC Limited	37,70,975
5. Muthukadu Panchayat - Refundable Deposit OMR	1,00,000
6. Security Deposit for Southern Elec. Dist (Jhansi)	22,500

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RB

(M) LOANS AND ADVANCES:

	<u>Amount (Rs.)</u>
1. Advances to Miscellaneous Parties	5,97,20,000
2. Loans to Related Parties	1,43,77,89,267
3. Loans to Other Miscellaneous Parties	3,28,38,65,636
4. Advance to Contractors/Suppliers	54,74,96,182
5. Advance Income Tax	6,06,21,627
6. Balance with Government Authorities (as per details below)	
Central Board of Excise and Customs	5,89,29,581
Central Board of Excise and Customs	11,78,470
Central Board of Excise and Customs	5,89,078
Department of Sales Tax- Government of UP	4,74,655
7. Advance to employees	2,78,000

EMAMI RAINBOW NIKETAN PRIVATE LIMITED(Transferor Company No. 2)**PART - I**

(A short description of the Free-hold Property of the Transferor Company No.2)

NIL

PART - II

(A short description of the Lease-hold Property of the Transferor Company No. 2)

NIL

PART - III

(A Short description of Stocks, Shares, Debentures and other chooses-in-action of Transferor Company No. 2)

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(A) SHARES

2,86,329 Equity Shares of Zandu Realty Limited of Rs. 100/- each in Demat Account with Anand Rathi Share & Stock Brokers Limited (DP ID: in301803; Client ID:1201060001784616)

(B) BANK ACCOUNT

Sl No.	Account No.	Name of Bank	Location
1	00060501383	ICICI Bank Ltd	R N Mukerjee Road, Kolkata

(C) REGISTRATIONS:

11. Registration No 192014698479 under The West Bengal State Tax on Professions, Trades, Callings and Employments Rules, 1979

(D) OTHERS

Advance Income Tax

11,76,978

Ed
21-7-16

Exd
P34
Rajosee Boddhak
22/07/16.

S. Das Karer
21/07/2016.
For Registrar.
gm

CERTIFIED TO BE A TRUE COPY
Snapan Das 22.7.16
Authorised under Section 76 of
the Indian Evidence Act, 1872
(Act-1 of 1872)

Received a copy of the order
 dated 21/07/16
 for M/s. Prustij, Pvt. Ltd.
 Govt. Helicopters

C. P. No. 522 of 2016
 Connected with
 C. A. No. 126 of 2016

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

In the Matter of Companies Act, 1956

and

In the Matter of *Enam Infrastructure*
Private Limited & Ors.

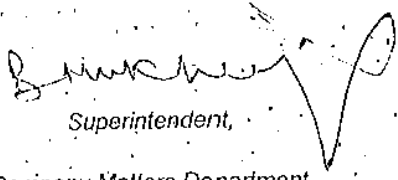
Order

- (i) Date of application for copy: 14.6.16
- (ii) Date of passing the order: 22.7.16
- (iii) Date of calling for the copy: 22.7.16
- (iv) Date on which the copy is ready for delivery: 22.7.16
- (v) Date of filing of the copy to the applicant: 22.7.16

of the 14th day of June 2016.
 Filed this 22nd day of July 2016

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 RB

P. Mandal 22/7/16
 Superintendent,
 Company Matters Department
 High Court, C.S.
R. Agudal
 22/7/16

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 Superintendent,
 Company Matters Department.



Attorney

Chunghinwala & Co. Advocates