Date: 3rd October, 2018

BSE Limited,
Corporate Relation Department,
P.J. Towers, Dalal Street,
Mumbai - 400001.
Scrip Code : 512179

National Stock Exchange of India Limited,
"Exchange Plaza"
Bandra Kurla Complex, Bandra (East),
Mumbai – 400081.
Symbol : SUNTECK

Dear Sirs,

Ref: Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Sub: Scheme of Amalgamation of Amenity Software Private Limited ("the Transferor Company 1") and Magenta Computer Software Private Limited ("the Transferor Company 2") and Sunteck Fashions & Lifestyle Private Limited ("the Transferor Company 3") with Sunteck Realty Limited ("the Transferee Company") and their respective shareholders ("Scheme")

This has further reference to our letter dated February 14, 2018. The Board of Directors of the Company at their meeting held on February 14, 2018 have approved the Scheme of Amalgamation of Amenity Software Private Limited ("the Transferor Company 1") and Magenta Computer Software Private Limited ("the Transferor Company 2") and Sunteck Fashions & Lifestyle Private Limited ("the Transferor Company 3") with Sunteck Realty Limited ("the Transferee Company") and their respective shareholders ("Scheme") under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013.

In accordance with Paragraph 7 of the SEBI Circular CFD/DIL3/CIR/2017/21 dated March 10, 2017 ('the Circular') further amended by SEBI Circular CFD/DIL3/CIR/2018/2 dated January 3, 2018, the provisions of Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 is not applicable to draft schemes which solely provide for merger of a wholly owned subsidiary with its parent company. Hence, 'No Objection Letter' or 'Observation Letter' on the Scheme is not required to be obtained from the Stock Exchanges on which equity shares of the Company are listed.

In accordance with the provisions of SEBI Circular CFD/DIL3/CIR/2017/21 dated March 10, 2017, the following documents are being filed with;

1. Certified true copy of the Resolution passed by the Board of Directors of Sunteck Realty Limited dated February 14, 2018.

SUNTECK REALTY LIMITED MUMBAI

2. Certified copy of Scheme of Amalgamation of Amenity Software Private Limited and Magenta Computer Software Private Limited and Sunteck Fashions & Lifestyle Private Limited with Sunteck Realty Limited and their respective shareholders.

In case you require any further information/clarifications, we would be glad to furnish the same.

Thanking You,

Yours Faithfully,

For Sunteck Realty Limited

Rachana Hingarajia
Company Secretary
Encl: a/a

SUNTECK REALTY LIMITED MUMBAI

CERTIFIED TRUE COPY OF A RESOLUTION PASSED AT A MEETING OF THE BOARD OF DIRECTORS OF SUNTECK REALTY LIMITED HELD ON WEDNESDAY, 14th FEBRUARY, 2018 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY

"**RESOLVED THAT** pursuant to the provisions of Sections 230 - 232 of the Companies Act, 2013 and enabling provisions in the Company's Memorandum and Articles of Association and subject to the requisite approval of the Shareholders/ Creditors of the Company and subject to the sanction of the National Company Law Tribunal ('NCLT'), Mumbai Bench or such other competent authority, the consent of the Board be and is hereby accorded for the Scheme of Amalgamation of Amenity Software Private Limited ("the Transferor Company 1") and Magenta Computer Software Private Limited ("the Transferor Company 2") and Sunteck Fashions & Lifestyle Private Limited ("the Transferor Company 3") with Sunteck Realty Limited ("the Transferee Company") and their respective shareholders ("the Scheme" or "this Scheme"), as per terms and conditions mentioned in the Scheme placed before the Board."

"**RESOLVED FURTHER THAT** for the purposes of the Scheme, upon coming into effect of the Scheme, since the entire issued, subscribed and paid up share capital of the Transferor Company 1, the Transferor Company 2 and the Transferor Company 3 is held by the Company, the Company would not issue any shares as consideration for aforesaid merger."

"**RESOLVED FURTHER THAT** any one of the Directors or Ms. Rachana Hingarajia, Company Secretary or Ms. Sweta Gupta, or Ms. Shreya Shetty or Ms. Sapna Patel, Authorized Signatories of the Company for the purpose of giving effect to this resolution, be and are hereby authorized jointly or severally on behalf of the Board, inter alia, to

(a) To make modifications, amendments, revisions, edits and all other actions as may be required to finalize the Scheme;

(b) To sign and file applications with the NCLT or such other competent authority for directions to hold or to exempt the holding of meetings of the shareholders as may be concerned with the said Scheme and where necessary to take steps to convene and hold such meetings as per the directions of the NCLT to give effect to the Scheme;

(c) To sign and file petitions for confirmation of the Scheme with the NCLT or such other competent authority

(d) To file affidavits, petitions, pleadings, applications or any other proceedings incidental or deemed necessary or useful in connection with the above proceedings and to engage Counsels, Advocates, Solicitors, Chartered Accountants and other professionals and to sign and execute Vakalatnama wherever necessary or incidental to the said proceedings for obtaining confirmation by the NCLT to the said Scheme and for giving effect to the Scheme;

(e) Take all steps as may be required, including without limitation for obtaining approvals and/or consents of the shareholders, creditors, banks, financial institutions, and other regulatory authorities or entities or agencies as may be applicable from time to time in that regard.

(f) To settle any question or difficulty that may arise and give any directions necessary with regard to the implementation of the above Scheme, and to give effect to the above resolution;

(g) To make any alterations/changes to the Scheme as may be expedient or necessary which does not materially change the substance of the Scheme, particularly for satisfying the requirements or conditions imposed by the Central/State Government or the NCLT or any other authority;

(h) To suspend, withdraw or revive the Scheme from time to time as may be specified by any statutory authority or as may be suo moto decided by the Board in its absolute discretion.

(i) To take all steps necessary or incidental and considered appropriate with regard to the above applications or petitions and implementation of the orders passed thereon and generally for putting through the Scheme and completing the same.

(j) To sign all applications, petitions, documents, or to issue public advertisement and notices relating to the Scheme or delegate such authority to another person by a valid Power of Attorney.

(k) To do all further acts, deeds, matters and things as may be considered necessary, proper or expedient to give effect to the Scheme and for matters connected therewith or incidental thereto.

(l) Take all such actions and steps in the above matter, as may be required from time to time to give effect to the above resolutions including resolving the difficulties, if any, as and when arises."

"**RESOLVED FURTHER THAT** if necessary, the Common Seal of the Company be affixed to the documents, as per the Articles of Association of the Company."

"**RESOLVED FURTHER THAT** any one Director of the Company be and is hereby authorized to sign any copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned."

Certified True Copy
Sunteck Realty Limited

SUNTECK REALTY LIMITED MUMBAI

Rachana Hingarajia
Director
DIN: 07145358

SCHEME OF AMALGAMATION

OF

AMENITY SOFTWARE PRIVATE LIMITED

("THE TRANSFEROR COMPANY 1")

AND

MAGENTA COMPUTER SOFTWARE PRIVATE LIMITED

("THE TRANSFEROR COMPANY 2")

AND

SUNTECK FASHIONS & LIFESTYLE PRIVATE LIMITED

("THE TRANSFEROR COMPANY 3")

WITH

SUNTECK REALTY LIMITED

("THE TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS

I. PREAMBLE

The Scheme of Amalgamation is presented under Sections 230 to 232 of the Companies Act, 2013 for amalgamation of Amenity Software Private Limited ("the Transferor Company 1") and Magenta Computer Software Private Limited ("the Transferor Company 2") and Sunteck Fashions & Lifestyle Private Limited ("the Transferor Company 3") with Sunteck Realty Limited ("the Transferee Company") and their respective shareholders ("Scheme"). The Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

II. RATIONALE OF THE SCHEME

The management of the Transferor Company 1, the Transferor Company 2, the Transferor Company 3 and the Transferee Company believes that the restructuring would benefit the companies and its stake holders on account of following reasons:

- Simplification of group structure;
- Rationalisation of administrative overheads; and
- Greater administration efficiency.

III. PARTS OF THE SCHEME

The Scheme is divided into following three parts:

Part A - Deals with Definitions and Share Capital

Part B - Deals with the amalgamation of Amenity Software Private Limited and Magenta Computer Software Private Limited and Sunteck Fashions & Lifestyle Private Limited with Sunteck Realty Limited

Part C - Deals with General Clauses, Terms and Conditions

PART A

DEFINITIONS AND SHARE CAPITAL

1 DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

1.1 **"Act"** or **"the Act"** means the Companies Act, 2013, the rules and regulations made thereunder and will include any statutory modification or re-enactment thereof for the time being in force

1.2 **"Applicable Law(s)"** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force

1.3 **"Appointed Date"** means April 1, 2018 or such other date as may be fixed or approved by the Central Government or such other competent authority

1.4 **"Board of Directors"** or **"Board"** means the Board of Directors of the Transferor Company 1, the Transferor Company 2, the Transferor Company 3 and the Transferee Company, as the case may be, and shall include a duly constituted committee thereof

1.5 **"Effective Date"** means the date on which the Order sanctioning this Scheme is passed by the NCLT

1.6 **"NCLT"** means the National Company Law Tribunal at Mumbai

1.7 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Amalgamation in its present form as submitted to the NCLT for sanction including / with any modifications / amendments thereto / therein made under Clause 15 of the Scheme

1.8 **"Transferor Company 1"** means Amenity Software Private Limited (CIN: U72900MH2004PTC144491), a company incorporated under the Companies Act, 1956 and having its registered office at 404, Corporate Centre, Andheri Kurla Road, Andheri (East), Mumbai – 400 059

1.9 **"Transferor Company 2"** means Magenta Computer Software Private Limited (CIN: U72200MH2004PTC146911), a company incorporated under the Companies Act, 1956 and having its registered office at 401, Corporate Centre, Andheri Kurla Road, Andheri (East), Mumbai – 400 059

1.10 **"Transferor Company 3"** means Sunteck Fashions & Lifestyles Private Limited (CIN: U74999MH2014PTC254408), a company incorporated under the Companies Act, 1956 and having its registered office at 5th Floor, Sunteck Centre, 37-40 Subhash Road, Vile Parle (East), Mumbai – 400 057

1.11 **"Transferor Companies"** means collective reference to the Transferor Company 1, the Transferor Company 2, and the Transferor Company 3

1.12 **"Transferee Company"** means Sunteck Realty Limited (CIN: L32100MH1981PLC025346), a company incorporated under the Companies Act, 1956 and having its registered office at 5th Floor, Sunteck Centre, Subhash Road, Vile Parle (East), Mumbai - 400 057, Maharashtra, India

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

2 DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made as per Clause 15 of the Scheme, shall be effective from the Appointed Date.

Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date.

3 SHARE CAPITAL

3.1 The authorized, issued, subscribed and paid-up share capital of the Transferor Company 1 as on March 31, 2017 is as under:

Share Capital	Amount (In Rs.)
Authorised Capital	
50,000 Equity Shares of Rs. 10/- each	5,00,000
TOTAL	**5,00,000**
Issued, Subscribed and Paid-up Share Capital	
50,000 Equity Shares of Rs. 10/- each, fully paid up	5,00,000
TOTAL	**5,00,000**

Subsequent to the above Balance Sheet date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company 1. The entire equity share capital of the Transferor Company 1 is held by the Transferee Company. Accordingly, the Transferor Company 1 is a wholly owned subsidiary of the Transferee Company.

3.2 The authorized, issued, subscribed and paid-up share capital of the Transferor Company 2 as on March 31, 2017 is as under:

Share Capital	Amount (In Rs.)
Authorised Capital	
50,000 Equity Shares of Rs. 10 each	5,00,000
TOTAL	**5,00,000**
Issued, Subscribed and Paid-up Share Capital	
5,00,000 Equity Shares of Rs. 10 each, fully paid up	5,00,000
TOTAL	**5,00,000**

Subsequent to the above Balance Sheet date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company 2. The entire equity share capital of the Transferor Company 2 is held by the Transferee Company. Accordingly, the Transferor Company 2 is a wholly owned subsidiary of the Transferee Company.

3.3 The authorized, issued, subscribed and paid-up share capital of the Transferor Company 3 as on March 31, 2017 is as under:

Share Capital	Amount (In Rs.)
Authorised Capital	
6,20,000 Equity Shares of Rs. 10 each	62,00,000
TOTAL	**62,00,000**
Issued, Subscribed and Paid-up Share Capital	
1,00,000 Equity Shares of Rs. 10 each, fully paid up	1,00,000
TOTAL	**1,00,000**

Subsequent to the above Balance Sheet date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company 3. The entire equity share capital of the Transferor Company 3 is held by the Transferee Company. Accordingly, the Transferor Company 3 is a wholly owned subsidiary of the Transferee Company.

3.4 The authorized, issued, subscribed and paid-up share capital of the Transferee Company as on March 31, 2017 is as under:

Share Capital	Amount (In Rs.)
Authorised Capital	
9,38,00,000 Equity Shares of Rs. 2 each	18,76,00,000
12,50,000 Preference Shares of Rs. 10 each	1,25,00,000
TOTAL	**20,01,00,000**
Issued, Subscribed and Paid-up Share Capital	
6,29,66,207 Equity Shares of Rs. 2 each, fully paid up	12,59,32,414
TOTAL	**12,59,32,414**

Subsequent to the above Balance Sheet date, there has been a change in the authorised, issued, subscribed and paid up share capital of the Transferee Company as under:

Share Capital	Amount (In Rs.)
Authorised Capital	
188,600,000 Equity Shares of Re. 1 each	18,86,00,000
12,60,000 Preference Shares of Rs. 10 each	1,26,00,000
TOTAL	**20,12,00,000**
Issued, Subscribed and Paid-up Share Capital	
14,63,15,027 Equity Shares of Re. 1 each, fully paid up	14,63,15,027
TOTAL	**14,63,15,207**

PART B

AMALGAMATION OF TRANSFEROR COMPANIES WITH TRANSFEREE COMPANY

4 TRANSFER AND VESTING

4.1 With effect from the Appointed Date, the entire business and whole of the undertaking of the Transferor Companies including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as licenses, permits, trademarks, patents, quotas, approvals, lease, tenancy rights, permissions, incentives, if any, and all other rights, title, interest, certificates, registrations under various legislations, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever, shall under the provisions of Sections 230 to 232 of the Act and pursuant to the orders of the NCLT and without any further act, instrument or deed, but subject to the existing charges affecting the same as on the Effective Date be transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.

4.2 Without prejudice to Clause 4.1 above, in respect of such of the assets of the Transferor Companies as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same may be so transferred by the Transferor Companies, and shall, upon such transfer, become the property, estate, assets, rights, title, interest and authorities of the Transferee Company by way of physical delivery or novation.

4.3 The shares held in dematerialised form, if any in the Demat Account of the Transferor Companies shall, by virtue of this Scheme, be transferred to the Demat Account of the Transferee Company.

4.4 The transfer and vesting as aforesaid shall be subject to the existing charges / hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which the Transferor Companies is a party wherein the assets of the Transferor Companies have been or are offered or agreed to be offered as security for any financial assistance or obligations shall be construed as reference only to the assets pertaining to the Transferor Companies and vested in the Transferee Company by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of the Transferee Company.

Provided that the Scheme shall not operate to enlarge the security for the said liabilities of the Transferor Companies which shall vest in the Transferee Company by virtue of the Scheme and the Transferee Company shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise. The transfer / vesting of the assets of the Transferor Companies as aforesaid shall be subject to the existing charges / hypothecation / mortgages over or in respect of the assets or any part thereof of the Transferor Companies.

4.5 All debts, liabilities, duties and obligations of whatsoever nature of the Transferor Companies shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Transferee Company pursuant to the provisions of Sections 230 to 232 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company and further that 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 debts, liabilities, duties and obligations liabilities have arisen, in order to give effect to the provisions of this Clause.

4.6 The Transferee Company may at any time after the coming into effect of the Scheme in accordance with the provisions of the Scheme, if so required, under any law or otherwise, execute Deeds of Confirmation, in favour of the creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies is a party or any writings as may

be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Companies to be carried out or performed.

4.7 With effect from the Appointed Date and upon the Scheme becoming effective, all development rights, statutory licences, permissions, approvals or consents to carry on the operations and business of the Transferor Companies shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licences and consents shall vest in and become available to the Transferee Company pursuant to this Scheme.

4.8 This Part of the Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income Tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section 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) of the Income Tax Act, 1961.

5 CONSIDERATION

The entire issued, subscribed and paid-up share capital of the Transferor Companies is held by the Transferee Company. Upon the scheme becoming effective, the Transferee Company would not issue any shares and the share capital of the Transferor Companies shall stand cancelled.

6 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation in its books as per the applicable accounting principles prescribed under Indian Accounting Standard (Ind AS) 103 and/or any other applicable Ind AS, as the case may be. It would inter alia include the following:

6.1 All assets and liabilities recorded in the books of the Transferor Companies shall be transferred to and vested in the books of the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their respective book values as appearing in the books of the Transferor Companies.

6.2 The identity of the reserves of the Transferor Companies 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 this Scheme becoming effective.

6.3 The investments in the equity share capital of the Transferor Companies as appearing in the books of accounts of the Transferee Company shall stand cancelled.

6.4 Inter-company loans and advances, investments, balances, if any between the Transferor Companies and the Transferee Company shall stand cancelled.

6.5 The difference, being excess/deficit arising pursuant to the Scheme shall be accounted based on the accounting principles prescribed under the Ind AS - 103.

6.6 In case of any differences in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the Capital Reserve Account to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

7 PROFITS, DIVIDEND, BONUS/ RIGHT SHARES

The Transferor Companies shall not utilize profits or income, if any, for any purpose including declaring or paying any dividend in respect of the period falling on and after the Appointed Date.

8 CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

8.1 The Transferor Companies shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets

pertaining to the business and undertaking of the Transferor Companies for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertake to hold the said assets with utmost prudence until the Effective Date.

8.2 The Transferor Companies shall carry on its business and activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of the Transferee Company alienate charge, mortgage, encumber or otherwise deal with or dispose of the Transferor Companies or part thereof.

8.3 All the profits or income accruing or arising to the Transferor Companies or expenditure or losses arising or incurred or suffered by the Transferor Companies pertaining to the business and undertaking of the Transferor Companies shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of the Transferee Company.

8.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.

9 EMPLOYEES

9.1 The Transferor Companies shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Companies as the case may be, prior to the Effective Date.

9.2 On the Scheme becoming effective, the employees, if any, of the Transferor Companies shall become the employees of the Transferee Company, without any break or interruption in their services, on same terms and conditions on which they are engaged as on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retirement benefit/ compensation, such immediate uninterrupted past services with the Transferor Companies shall also be taken into account. The Transferee Company undertakes to continue to abide by the terms of agreement/ settlement entered into by the Transferor Companies with

employees' union/ employee or associations of the Transferor Companies, as the case may be.

9.3 The accounts/ funds of the employees, whose services are transferred under Clause 9.1 above, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective Trusts/ Funds of the Transferee Company and such employees shall be deemed to have become members of such Trusts/ Funds of the Transferee Company, as the case may be.

10 LEGAL PROCEEDINGS

10.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, 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.

10.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Companies, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

11 CONTRACTS, DEEDS, ETC.

11.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, Letters of Intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Transferor Companies to which the Transferor Companies are a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party thereto.

11.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Companies will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or

becomes necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.

12 SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 4 above and the continuance of proceedings by or against the Transferor Companies under Clause 10 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on and 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 done and executed by the Transferor Companies in respect thereto as done and executed on behalf of the Transferee Company.

13 DISSOLUTION OF THE TRANSFEROR COMPANIES

On the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound-up.

PART C

GENERAL TERMS AND CONDITIONS

14 APPLICATION TO THE NCLT

The Transferor Companies and the Transferee Company, if required, shall with all reasonable dispatch make all necessary applications under Sections 230 to 232 of the Act to the NCLT for seeking approval of the Scheme.

15 MODIFICATION OR AMENDMENTS TO THE SCHEME

Subject to approval of the NCLT, the Transferor Companies and the Transferee Company with the approval of their respective Boards of Directors may consent, from time to time, on behalf of all persons concerned, to any modifications/amendments or additions/deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Boards of Directors to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds matters, and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that the NCLT or any other authorities under law may deem fit to approve of, to direct and or impose. The aforesaid powers of the Transferor Companies and the Transferee Company to give effect to the

modification/amendments to the Scheme may be exercised by their respective Boards of Directors or any person authorised in that behalf by the concerned Board of Directors subject to approval of the NCLT or any other authorities under applicable law.

16 CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

16.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Transferor Companies and the Transferee Company as may be directed by the NCLT.

16.2 The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.

16.3 The Scheme being sanctioned by the NCLT or any other authority under Sections 230 to 232 of the Act.

16.4 The certified copy of the Order of the NCLT sanctioning the Scheme, are filed with the Registrar of Companies, Maharashtra at Mumbai by the Transferor Companies and the Transferee Company respectively.

17 EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the NCLT and / or the Order not being passed as aforesaid before March 31, 2019 or within such further period or periods as may be agreed upon between the Transferor Companies and the Transferee Company by their Boards of Directors (and which the Boards of Directors of the Companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation) this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

SUNTECK REALTY LIMITED MUMBAI

Amenity Software Private Limited MUMBAI

Magenta Computer Software Private Limited MUMBAI

Suntecck Fashions & Lifestyles Private Limited

18 COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

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