08.03.2018

To,
The General Manager
Dept. of Corporate Services
BSE Limited
P.J. Tower, Dalal Street,
Mumbai 400 001
Email : corp.relations@bseindia.com

To,
The Vice-President
National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex, Bandra (E),
Mumbai-400051
Email : emlist@nse.co.in

Dear Sir,

Ref: DLF Limited (Target Company)
Sub: Disclosures under SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and SEBI (Prohibition of Insider Trading) Regulations, 2015

1. This is to inform you that the Honble National Company Law Tribunal (NCLT), Ahmedabad Bench, vide its order dated 21st February, 2018 (a certified true copy of the order was received on 6th March, 2018) has approved the Composite Scheme of Arrangement (Scheme) in sequential steps for the following Companies:


   c) Amalgamation of Kohinoor Real Estates Company (A Private Company with Unlimited Liability) with Rajdhani Investments & Agencies Private Limited (Part V of the Scheme).

The above Order of Honble NCLT, Ahmedabad Bench was taken note of by the respective Board of Directors in their meetings held on 7th March, 2018 and a certified copy of the said Order was filed with the Registrar of Companies, Ahmedabad on 7th March, 2018.

2. All the above Companies were forming part of the promoters/promoters group of the Target Company i.e. DLF Limited. Given the order of the Scheme, pursuant to Part IV of the Scheme, the holding of Rajdhani Investments & Agencies Private Limited stands increased from 97,920 equity shares (0.01%) to 65,811,892 equity shares (36.89%) of the Target Company.
3. Kindly note that there is no change in the promoter/promoters group shareholding/control in the Target Company. It is merely a consolidation of holdings into single entity by way of Composite Scheme of Arrangement as approved by Hon’ble NCLT, Ahmedabad Bench.

4. We submit herewith the following disclosures in connection with the abovementioned acquisition of equity shares of DLF Limited by Rajdhani Investments & Agencies Private Limited pursuant to the Composite Scheme at paragraph 1(b) above for your kind information and record please:-

(a) Disclosures under Regulation 29(1) and 29(2) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and

(b) Disclosure under Regulation 10(6) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and

(c) Disclosure under Regulation 7(2)(a) of SEBI (Prohibition of Insider Trading) Regulations, 2015 for your kind reference and record please.

5. We are also enclosing herewith a copy of the Informal Guidance dated 24th March, 2017 of Securities and Exchange Board of India for your reference and records pertaining to exemption under Section 10(1)(d)(iii) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 for your reference and records.

6. We shall be separately sending Report under Regulation 10(7) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Kindly note and take the above on record.

Thanking you,

Yours faithfully,

For Rajdhani Investments & Agencies Private Limited

[Signature]

[Position]

End.: As above

Copy to:
The Company Secretary

DLF Limited

1. Separate disclosure was filed by Kohinoor Real Estates Company (A Private Company with Unlimited Liability) for increase in its holdings from 9,53,53,400 equity shares (5.34%) to 30,65,61,160 equity shares (17.18%) of the Target Company pursuant to Part III of the Composite Scheme of Arrangement.

2. Separate disclosure is being filed by Rajdhani Investments & Agencies Private Limited for increase in its ultimate holding from 65,81,18,920 equity shares (36.89%) to 96,46,80,080 equity shares (54.07%) of the Target Company pursuant to Part V of the Composite Scheme of Arrangement.
### Format for Disclosures under Regulation 10(6) – Report to Stock Exchanges in respect of any acquisition made in reliance upon exemption provided for in Regulation 10 of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Target Company (TC)</td>
<td>DLF Limited</td>
</tr>
<tr>
<td>2.</td>
<td>Name of the acquirer(s)</td>
<td>Rajdhani Investments &amp; Agencies Private Limited (List of PACs attached)</td>
</tr>
<tr>
<td>3.</td>
<td>Name of the stock exchange where shares of the TC are listed</td>
<td>BSE Limited &amp; National Stock Exchange of India Limited</td>
</tr>
<tr>
<td>4.</td>
<td>Details of the transaction including rationale, if any, for the transfer/acquisition of shares.</td>
<td>Pursuant to a Composite Scheme of Arrangement**</td>
</tr>
<tr>
<td>5.</td>
<td>Relevant regulation under which the acquirer is exempted from making open offer.</td>
<td>Regulation 10(1)(d)(iii)</td>
</tr>
<tr>
<td>6.</td>
<td>Whether disclosure of proposed acquisition was required to be made under regulation 10(5) and if so,</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>– Whether disclosure was made and whether it was made within the timeline specified under the regulations.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>– Date of filing with the stock exchange.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Details of acquisition</td>
<td>Disclosures required to be made under regulation 10(5)</td>
</tr>
<tr>
<td></td>
<td>a. Name of the transferor / seller</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>b. Date of acquisition</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>c. Number of shares/voting rights in respect of the acquisitions from each person mentioned in 7(a) above</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>d. Total shares proposed to be acquired / actually acquired as a % of diluted share capital of TC</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>e. Price at which shares are proposed to be acquired / actually acquired</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>8.</td>
<td>Shareholding details</td>
<td>Pre-Transaction</td>
</tr>
<tr>
<td></td>
<td>No. of shares held</td>
<td>% w.r.t. to total share capital of TC</td>
</tr>
<tr>
<td></td>
<td>a. Each Acquirer / Transferee(*)</td>
<td>Rajdhani Investments &amp; Agencies Private Limited**</td>
</tr>
<tr>
<td></td>
<td></td>
<td>65,81,18,920</td>
</tr>
<tr>
<td>b. Each Seller / Transferor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
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<td>---</td>
</tr>
<tr>
<td>(i) Panchsheel Investment Company (A Private Company with Unlimited Liability)**</td>
<td>31,21,10,500</td>
<td>17.49</td>
</tr>
<tr>
<td>(ii) Haryana Electrical Udyog Private Limited**</td>
<td>1,40,52,400</td>
<td>0.79</td>
</tr>
<tr>
<td>(iii) Buland Consultants &amp; Investments Private Limited**</td>
<td>25,68,000</td>
<td>0.14</td>
</tr>
<tr>
<td>(iv) Sidhant Housing and Development Company (A Private Company with Unlimited Liability)**</td>
<td>23,72,09,700</td>
<td>13.30</td>
</tr>
<tr>
<td>(v) Yashika Properties and Development Company (A Private Company with Unlimited Liability)**</td>
<td>9,20,80,400</td>
<td>5.16</td>
</tr>
</tbody>
</table>

**Note:**
- (*) Shareholding of each entity shall be shown separately and then collectively in a group.
- The above disclosure shall be signed by the acquirer mentioning date & place. In case, there is more than one acquirer, the report shall be signed either by all the persons or by a person duly authorized to do so on behalf of all the acquirers.

(**) Erstwhile Panchsheel Investment Company (A Private Company with Unlimited Liability), Haryana Electrical Udyog Private Limited, Buland Consultants & Investments Private Limited, Sidhant Housing and Development Company (A Private Company with Unlimited Liability) and Yashika Properties and Development Company (A Private Company with Unlimited Liability) ("Transferor Companies No. 6 to 10") being part of promoters group/PACs were holding 65,80,21,000 Equity Shares of DLF Limited (Target Company). Pursuant to a Composite Scheme of Arrangement ("Scheme") sanctioned by Order dated 21.02.2018 of the Hon'ble National Company Law Tribunal, Ahmedabad Bench, the Transferor Companies No. 5 to 10 ceased to exist without winding up and the shares held by the Transferor Companies No. 6 to 10 in DLF Limited has been vested with the acquirer Company i.e. Rajdhani Investments & Agencies Private Limited (Transferee Company No. 2), being part of promoter/promoters group/PACs. Accordingly, the Transferee Company No. 2 would hold in total 65,81,18,920 Equity Shares of DLF Limited inclusive of its existing holding. The certified copy of the Order received on 05.03.2018, was filed with the Registrar of Companies, Ahmedabad on 07.03.2018. However, there is no change either in shareholding/control of promoters group.

For Rajdhani Investments & Agencies Private Limited

[Signature]

Director
**LIST OF PERSONS ACTING IN CONCERT (PACs)**

(Forming part of disclosure under Regulation 10(6) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 dated 08.03.2018)

**Target Company: DLF Limited**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Names of PACs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mr. Rajiv Singh</td>
</tr>
<tr>
<td>2.</td>
<td>Mr. Kushal Pal Singh</td>
</tr>
<tr>
<td>3.</td>
<td>Ms. Pia Singh</td>
</tr>
<tr>
<td>4.</td>
<td>Ms. Indira Kushal Pal Singh (passed away on 04.02.2018)</td>
</tr>
<tr>
<td>5.</td>
<td>Ms. Renuka Talwar</td>
</tr>
<tr>
<td>6.</td>
<td>Ms. Kavita Singh</td>
</tr>
<tr>
<td>7.</td>
<td>Kohinoor Real Estates Company*</td>
</tr>
<tr>
<td>8.</td>
<td>Mallika Housing Company LLP</td>
</tr>
<tr>
<td>9.</td>
<td>Prem Traders LLP</td>
</tr>
<tr>
<td>10.</td>
<td>Raisina Agencies LLP</td>
</tr>
<tr>
<td>11.</td>
<td>Jhandewalan Ancillaries LLP</td>
</tr>
<tr>
<td>12.</td>
<td>Realest Builders and Services Private Limited</td>
</tr>
<tr>
<td>13.</td>
<td>Parvati Estates LLP</td>
</tr>
<tr>
<td>14.</td>
<td>Universal Management and Sales LLP</td>
</tr>
<tr>
<td>15.</td>
<td>Beverly Builders LLP</td>
</tr>
<tr>
<td>16.</td>
<td>Rajdhani Investments &amp; Agencies Private Limited#</td>
</tr>
<tr>
<td>17.</td>
<td>Prem’s Will Trust (held by Mr. Kushal Pal Singh &amp; Mr. Rajiv Singh)</td>
</tr>
<tr>
<td>18.</td>
<td>DLF Urva Real Estate Developers &amp; Services Private Limited</td>
</tr>
</tbody>
</table>

* A Private Company with Unlimited Liability

# In terms of the Composite Scheme of Arrangement sanctioned vide Order dated 21/02/2018 of the Hon’ble National Company Law Tribunal, Ahmedabad Bench, M/s Panchsheel Investment Company (A Private Company with Unlimited Liability), Haryana Electrical Udyog Private Limited, Buland Consultants & Investments Private Limited, Sidhant Housing and Development Company (A Private Company with Unlimited Liability), Yashika Properties and Development Company (A Private Company with Unlimited Liability) Transferor Companies No. 6 to 10 ceased to exist and stood wound up without the process of winding up.
NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
AHMEDABAD

CP(CAA) No. 139/NCLT/AHM/2017
CA(CAA) No. 160/NCLT/AHM/2017

Coram: Hon'ble Mr. BIKKI RAVEENDRA BABU, MEMBER JUDICIAL
Hon'ble Ms. MANORAMA KUMARI, MEMBER JUDICIAL

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF AHMEDABAD
BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 21.02.2018

Name of the Company:
Vishal Foods & Investments Pvt Ltd,
Megha Estates Pvt Ltd
Madhur Housing & Development Co. (A Private
Company with unlimited Liability)
DLF Investments Pvt Ltd
Kohinoor Real Estates Company (A Private
Company with unlimited Liability)
Panchsheel Investment Company (A Private
Company with unlimited Liability)
Haryana Electrical Udyog Pvt Ltd;
Buland Consultants & Investments Pvt Ltd
Sidhant Housing and Development Company
(A Private Company with unlimited Liability)
Yashika Properties and Development
Company (A Private Company with unlimited Liability)
Rejhshti Investments & Agencies Pvt Ltd.

Section of the Companies Act:
Section 230-232 of the Companies Act 2013

S.no. NAME (CAPITAL LETTERS): DESIGNATION: REPRESENTATION: SIGNATURE:
1. NAVEEN Dahiya: Partners:
2. KIRAN SHAH: FCA:

ORDER

Learned Advocate Mr. Naveen Dahiya with Learned FCA Mr. Kiran Shah present
for Petitioners, None present for Income Tax Department.

Order pronounced in open court. Vide separate sheets.

MANORAMA KUMARI
MEMBER JUDICIAL

Date: 21st day of February, 2018.

CERTIFIED AS TRUE COPY OF ORIGINAL

Date: 03.06.21
Place: Ahmedabad
NCLT Ahmedabad Bench
Ahmedabad
IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH

C.P. (CAA) No. 130/NCLT/AHM/2017

CONNECTED WITH

CA (CAA) NO. 160/NCLT/AHM/2017

In the matter of:

1. Vishal Foods and Investments Private Limited
   a Company incorporated under the
   provisions of the Companies Act, 1956 and
   Having their Registered Office at
   MC Shaw House, 1/3, FF, Avariika Society,
   Nr. Narampura Railway Crossing, Narampura,
   Ahmedabad- 380013, Gujarat
   Petitioner No.1/Transfere Company No. 1

AND

2. Megha Estates Private Limited
   a Company incorporated under the
   provisions of the Companies Act, 1956 and
   Having their Registered Office at
   MC Shaw House, 1/3, FF, Avariika Society,
   Nr. Narampura Railway Crossing, Narampura,
   Ahmedabad- 380013, Gujarat
   Petitioner No.2/Transfere Company No. 2

AND

3. Madhur Housing and Development Company
   (A Pvt. Co. with Unlimited Liability)
   a Company incorporated under the
   provisions of the Companies Act, 1956 and
   Having their Registered Office at
   MC Shaw House, 1/3, FF, Avariika Society,
   Nr. Narampura Railway Crossing, Narampura,
   Ahmedabad- 380013, Gujarat
   Petitioner No.3/Transfere Company No. 3

AND

4. DLF Investments Private Limited
   a Company incorporated under the
   provisions of the Companies Act, 1956 and
   Having their Registered Office at
   MC Shaw House, 1/3, FF, Avariika Society,
   Nr. Narampura Railway Crossing, Narampura,
   Ahmedabad- 380013, Gujarat
   Petitioner No.4/Transfere Company No. 4
AND

5. Kishangarh Real Estates Company
   (A Pvt. Co. with Unlimited Liability)
   a Company incorporated under the
   provisions of the Companies Act, 1956 and
   Having their Registered Office at
   MC Shah House, 1/B, FF, Ayanika Society,
   Nr. Naranpura Railway Crossing, Naranpura,
   Ahmedabad- 380013, Gujarat

       Petitioner No. 5/Transferor Company No. 5

AND

5. Panjaladee Investments Company
   (A Pvt. Co. with Unlimited Liability)
   a Company incorporated under the
   provisions of the Companies Act, 1956 and
   Having their Registered Office at
   MC Shah House, 1/B, FF, Ayanika Society,
   Nr. Naranpura Railway Crossing, Naranpura,
   Ahmedabad- 380013, Gujarat

       Petitioner No. 6/Transferor Company No. 6

AND

7. Haryana Electrical Udyog Private Limited
   a Company incorporated under the
   provisions of the Companies Act, 1956 and
   Having their Registered Office at
   MC Shah House, 1/B, FF, Ayanika Society,
   Nr. Naranpura Railway Crossing, Naranpura,
   Ahmedabad- 380013, Gujarat

       Petitioner No. 7/Transferor Company No. 7

AND

8. Buland Consultants & Investments Private Limited
   a Company incorporated under the
   provisions of the Companies Act, 1956 and
   Having their Registered Office at
   MC Shah House, 1/B, FF, Ayanika Society,
   Nr. Naranpura Railway Crossing, Naranpura,
   Ahmedabad- 380013, Gujarat

       Petitioner No. 8/Transferor Company No. 8
Having their Registered Office at
MC Shah House, 1/B, FF, Avantika Society,
Narapura Railway Crossing, Narapura,
Ahmedabad - 380013, Gujarat.

AND

10. Vasant Properties and Development Company
[A Pvt. Co. with Unlimited Liability]
a Company incorporated under the
provisions of the Companies Act, 1956 and
Having their Registered Office at
MC Shah House, 1/B, FF, Avantika Society,
Narapura Railway Crossing, Narapura,
Ahmedabad - 380013, Gujarat.

AND

11. Rajdhani Investments & Agencies Private Limited
a Company incorporated under the
provisions of the Companies Act, 1956 and
Having their Registered Office at
MC Shah House, 1/B, FF, Avantika Society,
Narapura Railway Crossing, Narapura,
Ahmedabad - 380013, Gujarat.

Order Delivered on 21st February, 2018

Counsel: Hon'ble Sri Bikki Raveendra Babu, Member (J)
And
Hon'ble Ms. Manorama Kumari, Member (J)

Appearances:
Dr. U.K. Chaudhary, Senior Advocate with Mr. Naveen Dahiya, Advocate
and Mr. Kran Shah, FCA for Petitioner Companies

FINAL ORDER

[Fam:Bikki Raveendra Babu, Member (J)]

1. This is a joint petition under Sections 230 and 232 of the
   Companies Act, 2013 filed by the petitioner companies seeking
   sanction of this Tribunal to a Scheme of Arrangement ("Scheme"
  Page 3/14
for short) in the nature of amalgamation of Vishal Foods and Investments Private Limited (Petitioner No. 1/ Transferor Company No. 1), Megha Estates Private Limited (Petitioner No. 2/Transferor Company No. 2), Madhur Housing and Development Company (A Pvt. Co. with Unlimited Liability) (Petitioner No. 3/Transferor Company No. 3), DLF Investments Private Limited (Petitioner No. 4/Transferor Company No. 4), into Kohinoor Real Estates Company (A Pvt. Co. with Unlimited Liability) (Petitioner No. 5/Transferee Company No. 1/Transferor Company No. 5) and amalgamation of Panchsheel Investment Company (A Pvt. Co. with Unlimited Liability) (Petitioner No. 6/Transferor Company No. 6), Haryana Electrical Udyog Private Limited (Petitioner No. 7/Transferor Company No. 7), Buland Consultants & Investments Private Limited (Petitioner No. 8/Transferor Company No. 8), Sidhant Housing and Development Company (A Pvt. Co. with Unlimited Liability) (Petitioner No. 9/Transferor Company No. 9), Yashika Properties and Development Company (A Pvt. Co. with Unlimited Liability) (Petitioner No. 10/Transferor Company No. 10) into Rajdhani Investments & Agencies Private Limited (RIAPL), (Petitioner No. 11/Transferee Company No. 2/the Ultimate Transferee Company), and simultaneously amalgamation of Kohinoor Real Estates Company (A Pvt. Co. with Unlimited Liability) (Petitioner No. 5/Transferee Company No. 1/Transferor Company No. 5) into Rajdhani Investments &
2. The Petitioner Companies had initiated proceedings before this Tribunal in the form of a joint application, being CA (CAA) No. 160/NCLT/AHM/2017. By the said Application the Petitioner Companies sought dispensation of meetings of Shareholders and Unsecured Creditors of the respective Petitioner Companies. It was submitted that there were no secured creditors in the Petitioner Companies. The Petitioner Companies had submitted written consent letters of the respective shareholders on affidavits approving the proposed Scheme. The unsecured creditors of the Petitioner Companies had also submitted written consent letters on affidavits approving the proposed Scheme. Hence, this Tribunal vide order dated 22.11.2017 passed in CA (CAA) No. 160/NCLT/AHM/2017, dispensed with convening and holding of meetings of shareholders and unsecured creditors of the Petitioner Companies in view of the consent affidavits given by them. This Tribunal also observed that there was no need to hold meeting of secured creditors as there were no secured creditors of Petitioner Companies. This Tribunal also directed issuance of notices to Regional Director, Registrar of Companies, Income Tax Authorities, Official Liquidator and Reserve Bank of India stating that the representation, if any, to be made by them, should be made within a period of 30 days from the date of receipt of such notice. In compliance of the order dated 22.11.2017, the
Petitioner Companies duly served notices to all the statutory authorities. The requisite proof of service along with original acknowledgement receipts confirming the compliance of said directions were filed along with the present petition. In response to the said notices, a common representation dated 05.01.2018 was received from the Regional Director, North Western Region. No other representation was received from any other regulatory authorities.

3. The present petition was filed on 11.12.2017 by Petitioner Companies and the same was admitted on 22.01.2018. The date of hearing was fixed as 13.02.2018. Directions were issued to publish notice of hearing of the Petition in newspapers viz. “Indian Express” English Daily Ahmedabad Edition and “Samadhan” Ahmedabad Edition not less than 10 days before the date fixed for hearing, calling for objections, if any, on or before the date of hearing. Further directions were also issued to serve notice of hearing of the Petition to statutory authorities viz. the Regional Director, Official Liquidator and the concerned Income Tax Authorities informing the date of hearing of Petition.

4. Pursuant to the said directions, notices were duly served by the Petitioner Companies on the statutory authorities viz. the Regional Director, Official Liquidator and Reserve Bank of India on 24.01.2018 and to the respective Income Tax Authorities on 24.01.2018 & 25.01.2018. Further, the Petitioner Companies published the notice of hearing of the Petition in the English
Daily Newspaper "Indian Express" and Gujarati daily Newspaper "Sandesh" on 29.01.2018. An affidavit of compliance containing the information of service and publication of notices was filed by the Petitioner Companies on 08.02.2018 and the same has been placed on record.

5. Pursuant to the order dated 22.01.2018 and issuance of notices to the Regional Director, Income Tax Authorities and Official Liquidator and publication of notice in local dailies, a common representation from the Regional Director and representations from the office the Official Liquidator, in respect of the Transferor Companies and Income Tax Officers of Petitioner No.1, Petitioner No.4, Petitioner No.8 and Petitioner No.11; i.e. ultimate Transferee Company, have been received.

6. Heard learned Senior Advocate, Dr. U.K. Chaudhary with learned advocate Mr. Naveen Dahiya, for the Petitioner Companies and learned advocate Mr. Karan Sanghani for Income Tax Department.

7. It has been submitted that the representation in form of common affidavit dated 05.01.2018 received from the Regional Director does not contain any adverse observations with regard to the proposed Scheme. Vide para 2(a) and (b), it confirms the receipt of notice, nature of proposal and consideration. Vide para 2(c), it is pointed out that Petitioner Companies be directed to comply with Section 232(3)(b) of the Companies Act, 2013. Vide para 2(e), it is pointed out that Petitioner Companies be directed
to undertake that there is no unaccounted money created through securities premium account during any of the previous years and that the petitioner companies have paid applicable Income Tax and other legal dues on the said Securities Premium collection. Vide para 2(f), it is pointed out that Petitioner No.6 Company is registered with RBI as NBFC and therefore, the Petitioner Companies be directed to ensure compliance of guidelines issued by RBI from time to time. Vide para 2(h), it is pointed out that the Registrar of Companies has confirmed that there are no complaints against any of the Petitioner Companies and no complaint/representation against the Scheme is being received. The Regional Director vide para 2[j] has confirmed that the proposed Scheme is not prejudicial to the interest of shareholders of the Petitioner Companies and public at large and the Regional Director has no other observation/submission with respect to proposed Scheme. With respect to aforesaid observations, the Petitioner Companies have filed a detailed undertaking/affidavit on 08.02.2018 undertaking the compliances as sought by the Regional Director. In view of above, this Tribunal is of the view that the observations of the Regional Director stands satisfied.

8. In response to the notice of the petition served upon the Office of the Official Liquidator for the Transferor Companies, representation dated 19.01.2018 has been filed by the Official Liquidator. After referring to the proposals of the Scheme, it has been observed by the Official Liquidator that the said office
not received any complaint against the Scheme and this Tribunal may pass suitable orders dissolving the Petitioner transferor companies in accordance with the Scheme and without following the process of winding up. However, the Official Liquidator has sought directions to be issued to preserve the books of accounts, papers and records and not to dispose of the same without prior permission of the Central Govt. as per the provisions of Section 239 of the Companies Act, 2013. The Official Liquidator has also sought directions with respect to compliance of all applicable laws and filing of Form INC-28 with concerned ROC. In this regard, the Petitioner Companies have filed an affidavit/undertaking on 08.02.2018 to comply with provisions of Section 239 of the Act and all other applicable laws. Accordingly, the Transferor Company is hereby directed to preserve the books of accounts, papers and records of the Transferor Company and not to dispose of the same without prior permission of the Central Government as required under Section 239 of the Companies Act, 2013. It is hereby further directed that even after the Scheme is sanctioned, the Transferor Company shall comply with all the applicable provisions of law and shall not be absolved from any of their statutory liability.

9. In response to the notice of the petition served upon the respective Income Tax Authorities of Petitioner Companies, representations dated 26.01.2018, 05.02.2018, 09.01.2018 of respective Income Tax Officers of Petitioner No.1 Company,
Petitioner No. 4 Company, Petitioner No. 8 Company, and Petitioner No. 11 Company/ultimate Transferee Company, have been filed. The Income Tax Officers of Petitioner No. 4 Company, Petitioner No. 8 Company, and Petitioner No. 11 Company/ultimate Transferee Company have no objections to the proposed Scheme of Arrangement, as stated in their representations. However, the Income Tax Officer of Petitioner Company No. 1 in its representation dated 25.01.2018 has raised an observation with respect to accounting treatment of investments of the Petitioner No. 1 Company at Fair Market Value. The learned counsel for the Income Tax submitted that it may result in some tax savings in future in the hands of the ultimate Transferee Company, in case the Transferee Company sell those investments in future. In response to the said observation, the learned Senior Advocate for the Petitioner Companies submitted that the proposed Accounting Treatment is in accordance and conformity with prevailing Accounting Standards, and the said fact is not disputed by the learned counsel appearing for the Income Tax Department. In this regard, the learned Senior Advocate also relied on the certificate dated 04.10.2017 given by the Statutory Auditors of the Petitioner Companies confirming that the accounting treatment envisaged under the Scheme of Arrangement is in compliance with the applicable Accounting Standards notified by the Central Government under Section 133 of the Companies Act, 2013. The same have been placed on record as Annexure-A-48(Colly) to the
present petition. In addition to above, the Petition Companies have filed an undertaking/affidavit dated 12.02.2018 explaining the object of the Scheme. In para 5 of the said undertaking, it is submitted that sanctioning of the Scheme ipso facto would not grant any immunity to the Petitioner Companies qua any liabilities that may be imposed on it under relevant provisions of the Income Tax Act or any other Statute, in accordance with law. In the said undertaking, the Petitioner Companies undertake to discharge all liabilities both present and future including but not limited to tax liabilities of all the companies involved in the present Scheme, as and when they fall due and payable in accordance with law. The petitioner companies also undertake to comply with all applicable laws. Moreover, the objection of the Income Tax Department is based on the hypothesis that the Transferee Company is going to sell the shares to some other company and in which case, it will only take the market value as reflected in the Scheme but not the book value in the books of Transferor company. Even if the Transferee Company sells the shares, the liability of the Transferee Company to pay Income Tax on the profit derived will be governed by the provisions of the Income Tax Act. It is for the Income Tax Authorities to decide whether in such a case book value of the shares of the Transferor Company has to be taken into consideration or market value that reflected in the proposed Scheme has to be taken into consideration. In any event, the Transferee Company cannot escape the liability of Income Tax as per the provisions of the
Income Tax Act. In fact, the Transfer Company in its reply gave a clear undertaking in paragraph No.7. In view of above, this Tribunal is of the view that the observations of the Income Tax Department stand satisfied.

10. Accordingly, there are no adverse observations from the aforesaid authorities and the petitioners have filed proper affidavits in reply accepting to comply with all the legal requirements. No representation has been received from any other Regulatory Authorities. Hence, it is assumed that the said authorities have no observation to the proposed Scheme.

11. In compliance with the proviso to sub-section (7) of Section 230, the Petitioner Companies have already produced on record, the certificates issued by the Statutory Auditors stating that the accounting treatment envisaged in the Scheme is in compliance with all the applicable Accounting Standards notified by the Central Government under Section 133 of the Companies Act, 2013.

12. Considering the entire facts and circumstances of the case and on perusal of the Scheme and the documents produced on record, it appears that the requirements of the provisions of Sections 230 and 232 of the Companies Act, 2013 are satisfied. The Scheme appears to be genuine and bona fide and in the interest of the shareholders and creditors and the same deserves to be sanctioned.

[Signature]
13. In the result, this Petition is allowed. The Scheme of
Arrangement which is at Annexure A1 to the Petition is hereby
sanctioned and it is declared that the same shall be binding on
the Petitioner Companies namely, Vishal Foods and Investments
Private Limited, Megha Estates Private Limited, Madhur Housing
and Development Company (A Pvt. Co. with Unlimited Liability),
DLF Investments Private Limited, Kshinoor Real Estates
Company (A Pvt. Co. with Unlimited Liability), Panchsheel
Investment Company (A Pvt. Co. with Unlimited Liability),
Haryana Electrical Udyog Private Limited, Buland Consultants &
Investments Private Limited, Siddhant Housing and Development
Company (A Pvt. Co. with Unlimited Liability), Yashika Properties
and Development Company (A Pvt. Co. with Unlimited Liability)
and Rajdhani Investments & Agencies Private Limited, their
shareholders, creditors and all concerned under the Scheme. The
Transferor Companies shall stand dissolved without winding up
in accordance with the Scheme.

14. Fees of the Official Liquidator are quantified at
Rs.10,000/– each in respect of the Transferor Companies. The
said fees shall be paid by the Petitioner Transferee Company.

15. Filing and issuance of drawn up order is hereby dispensed
with. All concerned authorities to act on a copy of this order along
with the Scheme duly authenticated by the Registrar of this
Tribunal. The Registrar of this Tribunal shall issue the
authenticated copy of this order along with the Scheme immediately.

16. The Petitioner No. 11/Ultimate Transferee Company is further directed to lodge a copy of this order and the Scheme duly certified by the Registrar with all the concerned authorities, as required, for the purpose of the Transfer of rights and obligations to the Ultimate Transferee Company, wherever applicable.

17. The petitioners companies shall comply with Rule 17(2) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 with respect to filing of a copy of this order, along with a copy of the Scheme with the concerned Registrar of Companies, electronically in form INC-28, in addition to physical copy, as per the relevant provisions of the Companies Act, 2013.

18. This Petition is disposed of accordingly.

Ms. Manorama Kumari, 
Member (L)

Srikant Raveendra Babu,
Member (D)

Certified as True Copy of Original

Dy Registrar
NCLT Ahmedabad Bench
Ahmedabad

Page 14/14
COMPOSITE SCHEME OF ARRANGEMENT
(UNDER SECTIONS 230-232 OF THE COMPANIES ACT, 2013)
AMONGST

VISHAL FOODS AND INVESTMENTS PRIVATE LIMITED

MEGHA ESTATES PRIVATE LIMITED

MADHUR HOUSING AND DEVELOPMENT COMPANY
(A PRIVATE COMPANY WITH UNLIMITED LIABILITY)

DLF INVESTMENTS PRIVATE LIMITED

KOHINOOR REAL ESTATES COMPANY
(A PRIVATE COMPANY WITH UNLIMITED LIABILITY)

PANCHSHEEL INVESTMENT COMPANY
(A PRIVATE COMPANY WITH UNLIMITED LIABILITY)

HARYANA ELECTRICAL UDHYOG PRIVATE LIMITED

BULAND CONSULTANTS & INVESTMENTS PRIVATE LIMITED

SIDHANT HOUSING AND DEVELOPMENT COMPANY
(A PRIVATE COMPANY WITH UNLIMITED LIABILITY)

YASHIKA PROPERTIES AND DEVELOPMENT COMPANY
(A PRIVATE COMPANY WITH UNLIMITED LIABILITY)

AND

RAJDHANI INVESTMENTS & AGENCIES PRIVATE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS
UNDER SECTIONS 230-232 OF THE COMPANIES ACT, 2013

Vishal Foods and Investments Private Limited

For Megha Estates Private Limited

Director

For Madhur Housing and Development Company

(A Private Company with Unlimited Liability)

Director

DLF Investments Private Limited

For Kohinoor Real Estates Company

(A Private Company with Unlimited Liability)

Director

For Panchsheel Investment Company

(A Private Company with Unlimited Liability)

Director

Haryana Electrical Udhyog Private Limited

For Buland Consultants & Investment Private Limited

Company Secretary

For Siddhant Housing and Development Company

(A Private Company with Unlimited Liability)

Director

Yashika Properties and Development Company

Private Company with Unlimited Liability

Director

For Rajdhani Investments & Agencies Private Limited

Company Secretary

Certified as True Copy of Original

Date: 16th
Place: Ahmedabad

By Registrar

NCLT Ahmedabad Bench
PART - I: OVERVIEW, OBJECTS, DEFINITIONS AND INTERPRETATION

1. OVERVIEW, OBJECTS AND RATIONALE OF THE SCHEME:

1.1 Brief overview:

1.1.1 Vishal Foods and Investments Private Limited ("Transferor Company No.1/Vishal") was incorporated as a private limited company on December 15, 1973 and has its registered office at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad-380013, Gujarat. The CIN of Vishal is U74899GJ1973PTC097022.

1.1.2 Megha Estates Private Limited ("Transferor Company No.2/Megha") was incorporated as a private limited company on October 30, 1966 and has its registered office at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad-380013, Gujarat. The CIN of Megha is U74899GJ1966PTC0397025.

1.1.3 Madhur Housing and Development Company (A Private Company with Unlimited Liability) ("Transferor Company No.3/Madhur") was incorporated as a private company with unlimited liability on March 25, 1988 and has its registered office at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad-380013, Gujarat. The CIN of Madhur is U74899GJ1988ULT097024.

1.1.4 DLF Investments Private Limited ("Transferor Company No.4/DLF") was incorporated as a private limited company on March 23, 1971 and has its registered office at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad-380013, Gujarat. The CIN of DLF is U74899GJ1971PTC097503.

1.1.5 Kohinoor Real Estates Company (A Private Company with Unlimited Liability) ("Transferor Company No.5/Kohinoor"/ Transferor Company No.1) was incorporated as a private company with unlimited liability on July 26, 1989 and has its registered office at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad-380013, Gujarat. The CIN of Kohinoor is U70101GJ1989ULT097023.
1.1.6 Panchsheel Investment Company (A Private Company with Unlimited Liability) ("Transferor Company No.6/Panchsheel") was incorporated as a private company with unlimited liability on October 18, 1973 and has its registered office at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad-380013, Gujarat. The CIN of Panchsheel is U72100GJ1973ULT097027.

1.1.7 Haryana Electrical Udyog Private Limited ("Transferor Company No.7/Haryana") was incorporated as a private limited company on June 16, 1972 and has its registered office at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad-380013, Gujarat. The CIN of Haryana is U33109GJ1972PTC097626.

1.1.8 Buland Consultants & Investments Private Limited ("Transferor Company No.8/Buland") was incorporated as a private limited company on September 19, 1972 and has its registered office at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad-380013, Gujarat. The CIN of Buland is U31109GJ1972PTC097032.

1.1.9 Sahni Housing and Development Company (A Private Company with Unlimited Liability) ("Transferor Company No.9/Sahni") was incorporated as a private company with unlimited liability on March 25, 1988 and has its registered office at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad-380013, Gujarat. The CIN of Sahni is U45201GJ1988ULT097031.


1.1.11 Rajahani Investments & Agencies Private Limited ("Transferee Company No.2/Rajahani" or the "Ultimate Transferee Company") was incorporated as a private limited company on November 27, 1972 and has its registered office at MC Shah House, 1/8, FF, Avantika Society,
The Transferor companies Nos. 1 to 10 collectively be hereby referred to as “Transferor Companies.”

The Transferor Company nos. 1 to 4 and the Transeeve Company No. 1/Transferor Company No. 5 have cross holding amongst them, except for Transferor Company No. 2, which is a direct subsidiary of Transferor Company No. 4. The Transferor Company nos. 1 to 4 are the direct / indirect subsidiaries of the Transeeve Company No.1 / Transferor Company no. 5. Similarly Transferor Company nos. 6 to 10 and the Transeeve Company No. 2 have cross holding amongst them, except for Transferor Company 10 which is a wholly owned subsidiary of Transeeve Company no. 9. The Transferor Company nos. 6 to 10 are direct / indirect subsidiaries of Transeeve Company No.2.

1.2 Overview of the Composite Scheme of Arrangement:

1.2.1 This Composite Scheme of Arrangement (“Scheme”) contemplates the following:

1. The amalgamation of the Transferor Companies No.1, 2, 3 and 4 into and with the Transeeve Company No.1/Transferor Company No.5;

2. The amalgamation of the Transferor Companies Nos.6, 7, 8, 9 and 10 into and with the Transeeve Company No. 2; and

3. The amalgamation of the Transeeve Company No. 1 with the Transeeve Company No. 2/Ultimate Transeeve Company.

In accordance with the provisions of Sections 230 to 232 of the Companies Act, 2013 read with Rules made there under and in compliance with the provisions of Section 2(18) of the IT Act (the proposed arrangement as described above shall hereinafter be referred to as the “Scheme”).

[Signatures and names of companies and individuals involved in the arrangement]
1.2.2. Parts of the Scheme:

The Scheme consists of the following parts:

(i) **Part-I** sets out an overview of amalgamating companies (defined below), rationale and objects of this Scheme including the definitions used in this Scheme and the principles of interpretation pertaining to this Scheme;

(ii) **Part-II** sets out the general description and capital structure of the amalgamating companies;

(iii) **Part-III** deals with the amalgamation of the Transferor Company Nos. 1, 2, 3 and 4 into and with the Transferee Company No. 1 and the accounting treatment for the same;

(iv) **Part-IV** of this Scheme deals with the amalgamation of the Transferor Companies Nos. 6, 7, 8, 9 and 10 into and with the Transferee Company No. 2 and the accounting treatment for the same;

(v) **Part-V** of this Scheme deals with the amalgamation of the Transferee Company No. 1 with the Transferee Company No. 2 / Ultimate Transferee Company and the accounting treatment for the same;

(vi) **Part-VI** of this Scheme deals with sequence of effectiveness of this Scheme;

(vii) **Part-VII** deals with the general terms and conditions.

1.3 Objects and rationale of the scheme:

The background and circumstances which justify the Scheme of Arrangement are, inter alia, as follows:

Currently, a significant part of the shareholding of the promoter and promoter group in DLF Limited, a listed company, is held through multiple entities involving inter alia, the Transferor Companies and the Ultimate Transferee Company. The Scheme of Arrangement would result in consolidation of these companies into one single company, to meet the regulatory requirement of a
The proposed amalgamation would also result in the following benefits, amongst others to the Transferor Companies, the Ultimate Transferee Company, their shareholders, creditors and other stakeholders:

(i) Pooling of resources, reduction of corporate tiers and consolidation of business of investments into one single holding company.

(ii) Creating a strong capital base for future growth of the Ultimate Transferee Company which will be beneficial for all its stakeholders.

(iii) Reduction of administrative costs and operative and overhead expenses which would further lead to greater and effective executive control, cost efficiency, synergy of operations and optimum utilization of the available resources.

(iv) Result in significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Ultimate Transferee Company.

The Board of Directors of all the companies are of the opinion that the amalgamation of all the companies to the Scheme would result in benefit to all concerned stakeholders and the Scheme shall not in any manner be prejudicial or adversely affecting the interest of concerned shareholders or Directors or creditors of the companies or general public at large and in no manner adverse to public interest.

1.4 Definitions:

In this Scheme, unless repugnant to or inconsistent with the subject or meaning or context thereof, the following expressions shall have the meaning attributed to them as below:

1.4.1 "2013 Act" means the Companies Act, 2013 and Rules, regulations, notifications framed thereunder and any statutory modifications, amendments or re-enactments made thereto from time to time;

1.4.2 "Amalgamating Companies" shall mean the Transferor Companies referred to collectively hereinafter,
1.4.3. "Applicable Law" shall mean any applicable statute, enactment, acts of parliament, state or provincial legislatures, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognized stock exchange of India.

1.4.4. "Appointed Date" means the close of business hours of March 31, 2017 or such other date as may be mutually agreed to by the Board of Directors of the Transferor Companies and the Ultimate Transferee Company or such other date as may be approved by the Hon'ble National Company Law Tribunal (NCLT) or Hon'ble National Company Law Appellate Tribunal (NCLAT) or any other competent Court(s), Judicial or quasi-judicial authority or any other competent authority having power to sanction the Scheme, as the case may be. Upon the scheme coming into effect, it shall operate with effect from the appointed date.

1.4.5. "Board of Directors" in relation to the Transferor Companies and/or the Transferee Company No. 1 and Transferee Company No. 2, as the case may be, means their respective Board of Directors and shall, unless it be repugnant to the context or otherwise, include a committee of Directors or any person authorized by the Board of Directors or such committee of directors.

1.4.6. "Completion date 1" has the meaning assigned to it in Clause 6.1;

1.4.7. "Completion date 2" has the meaning assigned to it in Clause 6.2;

1.4.8. "Equity Shares", means the fully paid-up equity shares including Ordinary 'A' shares, wherever so appearing and defined;

1.4.9. "Governmental Authority" means the Government of India, State Government(s) and any competent governmental, quasi-governmental, regulatory, statutory or administrative authority, agency, department, commission or instrumentalitity (whether local, municipal, national or otherwise), court, board or tribunal of competent jurisdiction or other law, rule or regulation making entity;

1.4.10. "IT Act" means the Income-tax Act, 1961 and shall include any statutory

Viral Foods and Investments Private Limited For Megha Estates Private Limited For Nafzur Housing and Development Company (A Private Company with Unlimited Liability)
Director Director

DLF Investments Private Limited For Kohinoor Real Estates Company (A Private Company with Unlimited Liability)
Director

Company Secretary

Haryana Electrical Udipa Private Limited For Bengal Collectors & Investments Private Limited For Panchsheel Investment Company (A Private Company with Unlimited Liability)
Company Secretary Director

Director

For Rajesh Investments & Agencies Private Limited
Company Secretary
modifications, re-enactments or amendments thereof for the time being in force;

1.4.11 "NCLT" shall mean the bench of the National Company Law Tribunal constituted under the powers of Section 408 read with Section 419 of the 2013 Act, situated at Ahmedabad or any other bench of Hon'ble National Company Law Tribunal having jurisdiction to sanction the Scheme;

1.4.12 "Record Date" means the date to be fixed by the Board of Directors of the (i) Transferee Company No. 1 for the purpose of issue of Equity Shares of the Transferee Company No. 1 in terms of Part III of this Scheme on Completion date 1, (ii) Transferee Company No. 2 for the purpose of issue of Equity Shares of the Transferee Company No. 2 in terms of Part IV of this Scheme on Completion date 1, and (iii) Transferee Company No. 2 for the purpose of issue of Equity Shares of the Transferee Company No. 2 in terms of Part V of this Scheme on Completion date 2;

1.4.13 "Scheme" means this Composite Scheme of Arrangement in its present form or with any modification(s) as may, be made/agreed by the respective Board of Directors of the companies or any modifications approved or directed by the NCLT;


1.4.15 "Share Issuances" means the issuance and allotment of shares as contemplated in the Scheme.

1.4.16 "Swap Ratio" means swap ratios for determining the issuance of shares for each of the Part II, IV and V of this Scheme respectively, as set out in the Share Entitlement Ratio Report dated 29.09.2017 issued by M/s. Prem Arun Jain & Co., Chartered Accountants, Gurgaon;

1.4.17 "Transferor Company No. 1" has the meaning assigned to it in Clause 1.1.1 above;

1.4.18 "Transferor Company No. 2" has the meaning assigned to it in Clause 1.1.2 above;

1.4.19 "Transferor Company No. 3" has the meaning assigned to it in Clause
1.4.20 "Transferor Company No.4" has the meaning assigned to it in Clause 1.1.4 above;

1.4.21 "Transferor Company No.5/Transferee Company No.1" has the meaning assigned to it in Clause 1.1.5 above;

1.4.22 "Transferor Company No.6" has the meaning assigned to it in Clause 1.1.6 above;

1.4.23 "Transferor Company No.7" has the meaning assigned to it in Clause 1.1.7 above;

1.4.24 "Transferor Company No.8" has the meaning assigned to it in Clause 1.1.8 above;

1.4.25 "Transferor Company No.9" has the meaning assigned to it in Clause 1.1.9 above;

1.4.26 "Transferor Company No.10" has the meaning assigned to it in Clause 1.1.10 above;

1.4.27 "Transferee Company No.2/the Ultimate Transferee Company" has the meaning assigned to it in Clause 1.1.11 above;

1.4.28 "Trust/SFT" shall mean the Singh Family Trust, a private discretionary trust settled on April 19, 2006;

1.4.29 "Undertaking" in connection with each of the Transferor Companies, shall mean the entire undertaking and business of each of the Transferor Companies as a going concern basis as on the date of sanction of the Scheme, including (without limitation):

[a] All the assets, properties and receivables of each of the Transferor Companies (hereinafter referred to as "Assets"). Without prejudice to the generality of the foregoing, the Assets shall include all the assets and properties (whether movable or immovable, tangible or intangible), including but not limited to land, plant and machinery, buildings and structures, offices, residential and other premises, furniture, fixtures, office equipment, appliances, accessories, power...
lines, deposits, all stocks, work-in-progress, raw materials, investments of all kinds (including but not limited to shares, scrip, stocks, bonds, debenture stock, units or pass through certificates), cash in hand, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases (including lease rights and prospecting leases, if any) and hire purchase contracts, licensing arrangements, leasehold rights, lending contracts, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permits, quotas, consents, rights, entitlements, contracts, licenses, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, benefits of assets or properties or other interest held in trust, registrations, agreements, engagements, easements arrangements of all kind, all privileges, advantages, liberties, concessions, grants, claims, subsidies, incentives, special status or privileges enjoyed or conferred upon or held or availed by the relevant Transferor Company and all other rights including tax deferrals and other benefits (including tax benefits such as minimum alternate tax and other tax credits, tax deducted/collected at source and any other advance tax and tax refunds) and advantages of whatsoever nature and where so ever situated belonging to or in the ownership, power, possession or in the control of or vested in or granted in favor of or enjoyed by the relevant Transferor Company, including but without being limited to trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, other communication facilities, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programs, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or relating to the relevant Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favor of or held for the benefit of or enjoyed by the relevant Transferor Company, whether in India or abroad:

For Mehta Estates Private Limited
Director

For Kohinoor Real Estate Company
(A Private Company with Unlimited Liability)
Director

For Panjab real Estate Private Limited
(A Private Company with Unlimited Liability)
Director

Forprojects and Estates Company
(A Private Company with Unlimited Liability)
Director

For Raghani Investments & Agencies Private Limited
Company Secretary
(b) all liabilities including, without being limited to; secured and unsecured debts (whether in Indian rupees or foreign currency), surry creditors, liabilities (including contingent liabilities), duties and obligations of the relevant Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized;

(c) all agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, fuel linkages, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the relevant Transferor Company's business activities and operations;

(a) all intellectual property rights, records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the Transferor Company's business activities and operations; and

(e) All permanent employees engaged by the relevant Transferor Company as on the date of sanction of Scheme by NCLT;

1.5 Interpretations:

1.5.1 In this Scheme, unless the context otherwise requires:

(a) the words "including", "include" or "includes" shall be interpreted in a manner as though the words "without limitation" immediately followed the same;

(b) any document or agreement includes a reference to that document or agreement as varied, amended, supplemented, substituted, novated or assigned, from time to time, in accordance with the provisions of such a document or agreement;

(c) the words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem genitis or be construed as any limitation upon
the generality of any preceding words or matters specifically referred to:

d) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;

e) the term "Clause" refers to the specified clause of this Scheme;

f) in addition to the defined terms under Clause 1.4, certain terms are defined elsewhere in this Scheme and wherever such terms are used in this Scheme, they shall have the meaning so assigned to them;

g) references to one gender includes all genders; and

(h) Words in the singular shall include the plural and vice versa.

1.6 Compliance with Tax Laws:

This Scheme has been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(18) and any other relevant sections of the IT Act. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. This Scheme shall then stand modified to the extent, determined necessary to comply with the said provisions. Such modification will however not affect other parts of this Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors, which power can be exercised at any time and shall be exercised in the best interests of the companies and their shareholders.

PART - 11: GENERAL DESCRIPTION, CAPITAL STRUCTURE & OTHER DETAILS OF THE COMPANIES IN THE ARRANGEMENT

2.1 Transferor Company No. 1

(i) Vishal Foods and Investments Private Limited ("Vishal") was incorporated on December 15, 1973 under the name "Vishal Foods and Investments Private Limited", under the provisions of the Companies Act, 1956. The Registered office of Vishal is situated at MC Shah House, 1/B, FF, Ayantika
Society, Nr. Naranpur Railway Crossing, Naranpur, Ahmedabad- 380013, Gujarat and was earlier situated at New Delhi.

(ii) The main objects of Visai are as under:

1. To hold investment in equity shares (including instruments compulsorily convertible into equity shares within a period not exceeding 10 years from the date of issue or such other period as may be permissible in accordance with applicable law); preference shares, bonds, debentures, debt or loans in its group companies as specified in accordance with applicable laws, including as may be specified by the Reserve Bank of India.

2. To invest in bank deposits, money market instruments including money market mutual funds, government securities and bonds or debentures issued by group companies, granting of loans to group companies and issuing guarantees on behalf of group companies in accordance with applicable laws, including as may be specified by the Reserve Bank of India.

3. To acquire/hold investments in the companies/ representation offices registered, incorporated or recognized in or under the laws of any place outside India in accordance with applicable laws, including as may be specified by the Reserve Bank of India.

(iii) The Authorized, Issued, Subscribed and Paid up Share Capital of the Transferor Company No: 1 as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AUTHORIZED CAPITAL</strong></td>
<td></td>
</tr>
<tr>
<td>1,500 Equity Shares of Rs. 100/- each</td>
<td>150,000/-</td>
</tr>
<tr>
<td>7,000 Preference Shares of Rs. 100/- each</td>
<td>700,000/-</td>
</tr>
<tr>
<td>13,000 20% Non-Cumulative Preference Shares of Rs. 100/- each</td>
<td>1,300,000/-</td>
</tr>
<tr>
<td><strong>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</strong></td>
<td></td>
</tr>
<tr>
<td>1,500 Equity Shares of Rs. 100/- each</td>
<td>150,000/-</td>
</tr>
<tr>
<td>7,000 Preference Shares of Rs. 100/- each</td>
<td>700,000/-</td>
</tr>
</tbody>
</table>

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For Megha Estates Private Limited  
For Madhur Housing and Development Company (A Private Company with Unlimited Liability)

For Kohinoor Real Estates Company (A Private Company with Unlimited Liability)  
For Panchsheel Investment Company (A Private Company with Unlimited Liability)

For Hanyasa Electrical Udyog Private Limited  
For Rishi Consultants & Investment Private Limited (A Private Company with Unlimited Liability)

For Laxmi Properties and Development Company (A Private Company with Unlimited Liability)  
For Rajani Investments & Agencies Private Limited (A Private Company with Unlimited Liability)
2.2 Transferor Company No. 2

(i) Megha Estates Private Limited ("Megha") was incorporated on October 30, 1986 under the name 'Megha Estates Private Limited', under the provisions of the Companies Act, 1956. The Registered office of Megha is situated at MC Shah House, 1/F, FF, Avontika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad- 380013 Gujarat and was earlier situated at New Delhi.

(ii) The main objects of Megha include, inter alia, as under:

To purchase or otherwise acquire, take on lease or in exchange, hire or otherwise acquire, an interest in any moveable or immovable property including industrial, commercial, residential, agricultural or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots and to rent or sell the plots to the people for building houses, bungalows, and business premises and to build residential houses and business premises and colonies and rent or sell the same to the public and realise cost in lump sum or in easy instalments or by hire purchase system; and otherwise to finance and start any housing scheme.

(iii) The Authorized, Issued, Subscribed and Paid up Share Capital of the Transferor Company No. 2 as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTHORIZED CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[400,000] Equity Shares of Rs. 10/- each</td>
<td>6,000,000/-</td>
</tr>
<tr>
<td>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[546,520] Equity Shares of Rs. 10/- each</td>
<td>5,465,200/-</td>
</tr>
</tbody>
</table>

2.3 Transferor Company No. 3

(i) Madhur Housing and Development Company (A Private Company with Unlimited Liability) ("Madhur") was incorporated on March 25, 1988 under the name 'Madhur Housing and Development Company (A Private Company with Unlimited Liability)', under the provisions of the Companies Act, 1956. The Registered office of Madhur is situated at MC Shah House,
1/3, FF, Avantika Society, Nr, Naranpura Railway Crossing, Naranpura, Ahmedabad-380013, Gujarat and was earlier situated at New Delhi.

(ii) The main objects of Madhur, inter alia, include as under:

1. To purchase, sell and otherwise to carry on the business of builders, civil contractors, architects, civil engineers, estate agents, decorators, surveyors, merchants and dealers in stone, sand, cement, bricks, timber, iron and steel, hardware and other building requisites, bricks, tiles, iron, terra, cotta, job makers, house and estate agents.

2. To purchase of otherwise acquire shares, stocks, debentures, debenture stock, bonds, obligations and securities of any kind issued or guaranteed by any Company constituted or carrying on business in India or elsewhere, and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any government, state, public body or authority, firm, or person in India or elsewhere and to hold that by way of investments.

(iii) The Authorized, issued, Subscribed and Paid up Share Capital of the Transferor Company No. 3 as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTHORIZED CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[10,200] Ordinary shares of Rs. 100/- each</td>
<td>1,020,000/-</td>
</tr>
<tr>
<td>[302] Ordinary ‘A’ Shares of Rs. 100/- each</td>
<td>30,200/-</td>
</tr>
<tr>
<td>[7,000] Ordinary ‘B’ Shares of Rs. 100/- each</td>
<td>700,000/-</td>
</tr>
<tr>
<td>[4,648] Preference Shares of Rs. 100/- each</td>
<td>464,800/-</td>
</tr>
</tbody>
</table>

| ISSUED, SUBSCRIBED AND PAID-UP CAPITAL | |
| [302] Ordinary ‘A’ Shares of Rs. 100/- each | 30,200/- |
| [4,648] Preference Shares of Rs. 100/- each | 464,800/- |

2.4 Transferor Company No. 4

(i) DLF Investments Private Limited ("DLFI") was incorporated on March 23, 1971 under the name 'DLF Investments Private Limited' under the provisions of the Companies Act, 1956. The Registered office of DLF is situated at MC Shah House, 1/3, FF, Avantika Society, Nr, Naranpura.
The main objects of DLF, inter alia, include as under:

1. To carry on the business of an Investment Company and to buy, underwrite, invest in, acquire, hold and deal in shares, stocks, debenture stock, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debentures, debenture stock, bonds obligations and securities, issued or guaranteed by any Government, Central or State, Commissioners, Public Body or Authority, Supreme Municipal, Local or otherwise, firm or person whether in India or elsewhere;

2. To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, participation in syndicates, tender, purchase, exchange or otherwise and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof and to exercise and to enforce all rights and powers conferred by or incidental to the ownership thereof.

The Authorized, Issued, Subscribed and Paid up Share Capital of the Transferor Company No. 4 as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AUTHORIZED CAPITAL</strong></td>
<td></td>
</tr>
<tr>
<td>[2,500] Equity Shares of Rs. 100/- each</td>
<td>250,000/-</td>
</tr>
<tr>
<td>[2,500] Preference Shares of Rs. 100/- each</td>
<td>250,000/-</td>
</tr>
<tr>
<td>[1,000,000] 20% Non-Cumulative Preference</td>
<td>100,000,000/-</td>
</tr>
<tr>
<td>Shares of Rs. 100/- each</td>
<td></td>
</tr>
</tbody>
</table>

| **ISSUED, SUBSCRIBED AND PAID-UP CAPITAL**   |                |
| [1,660] Equity Shares of Rs. 100/- each     | 166,000/-      |
| [2,500] Preference Shares of Rs. 100/- each  | 250,000/-      |
| [1,000,000] 20% Non-Cumulative Preference    | 100,000,000/-  |
| Shares of Rs. 100/- each                     |                |
2.5 Transferor Company No. 5/Transferee Company No. 1

(i) Kohinoor Real Estates Company (A Private Company with Unlimited Liability) ("Kohinoor") was incorporated on July 26, 1989 under the name "Kohinoor Real Estates Company (A Private Company with Unlimited Liability)", under the provisions of the Companies Act, 1956. The Registered office of Kohinoor is situated at MC Shah House, 1/B, FF, Avantika Society, NR, Narannpur Railway Crossing, Narannpur, Ahmedabad- 380013, Gujarat and was earlier situated at New Delhi.

(ii) The main objects of Kohinoor, inter alia, include as under:

To purchase or otherwise acquire, take on lease or in exchange, hire or otherwise acquire, an interest in any immovable property including industrial, commercial, residential, agricultural or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots and to rent or sell the plots to the people for building houses, bungalows, and business premises and to build residential houses and business premises and colonies and rent or sell the same to the public and realise cost in lump sum or in easy instalments or by hire purchase system; and otherwise to finance and start any housing scheme.

(iii) The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferee Company No. 1/Transferor Company No. 5 as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTHORIZED CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[20,200] Ordinary shares of Rs. 100/- each</td>
<td>2,020,000/-</td>
</tr>
<tr>
<td>[152] Ordinary 'A' Shares of Rs. 100/- each</td>
<td>15,200/-</td>
</tr>
<tr>
<td>[4,783] Preference Shares of Rs. 100/- each</td>
<td>474,800/-</td>
</tr>
<tr>
<td>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[152] Ordinary 'A' Shares of Rs. 100/- each</td>
<td>15,200/-</td>
</tr>
<tr>
<td>[4,783] Preference Shares of Rs. 100/- each</td>
<td>474,800/-</td>
</tr>
</tbody>
</table>
2.6 Transferor Company No. 6

(i) Panchsheel Investment Company (A Private Company with Unlimited Liability) ("Panchsheel") was incorporated on October 18, 1973 under the name 'Panchsheel Investment Company' under the provisions of the Companies Act, 1956. The name of Panchsheel was changed to 'Panchsheel Investment Company (A Private Company with Unlimited Liability)' under section 43A (4) of the Companies Act, 1956 and fresh certificate of incorporation consequent upon change of name was issued on June 23, 1992. The Registered office of Panchsheel is situated at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad- 380013, Gujarat and was earlier situated at New Delhi.

(ii) The main objects of Panchsheel, inter alia, include as under:

1. To carry on the business of an investment company and to buy, underwrite, invest in, acquire, hold and deal in shares, stocks, debentures, debenture stock, bonds, obligations and securities of any kind issued or guaranteed by any company constituted or carrying business in India or elsewhere and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any Government, state, public body or authority, firm or person in India or elsewhere.

2. To acquire and hold by way of investment shares, stocks, debentures stock, bonds, obligations or securities or securities by original subscription, participation in syndicates, tender, purchase, exchange or otherwise and to subscribe for the same or to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.

(iii) The Authorized, Issued, Subscribed and Paid up Share Capital of the Transferor Company No. 6 as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,000 Equity Shares of Rs. 100/- each</td>
<td>100,000/-</td>
</tr>
<tr>
<td>6,000 Equity 'A' Shares of Rs. 100/- each</td>
<td>600,000/-</td>
</tr>
<tr>
<td>14,992 Preference Shares of Rs. 100/- each</td>
<td>1,499,200/-</td>
</tr>
</tbody>
</table>

Vikal Foods and Investments Private Limited

DLF Investments Private Limited

Company Secretary

For Megha Estates Private Limited

Director

For Kohinoor Real Estates Company (A Private Company with Unlimited Liability)

For Panchsheel Investment Company

(A Private Company with Unlimited Liability)

Director

Director

Company Secretary

For Baidyabati & Associates Private Limited

For Sahani Housing and Development Company

(A Private Company with Unlimited Liability)

Director

Director

Company Secretary

For Rajputi Investments & Agencies Private Limited

Director

Director

Company Secretary

Director
2.7 Transferor Company No. 7

(i) Haryana Electrical Udyog Private Limited ("Haryana") was incorporated on June 16, 1972 under the name "Haryana Electrical Udyog Private Limited", under the provisions of the Companies Act, 1956. The Registered office of Haryana is situated at MC Shah House, 1/8, FF, Avantiya Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad- 380013, Gujarat and was earlier situated at New Delhi.

(ii) The main objects of Haryana, inter alia, include as under:

1. To carry on the business of an Investment Company and to buy, underwrite invest in, acquire, hold and deal in shares, stocks, debentures, debenture stocks, bonds, obligations and securities of any kind issued or guaranteed by any Company constituted or carrying business in India or elsewhere and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any Government, state, public body or authority, firm or person in India or elsewhere.

2. To acquire and hold by way of investment shares, stocks, debenture stocks, bonds, obligations or securities by original subscription, participation in syndicates, tender, purchase, exchange or otherwise and to subscribe for the same or to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
(iii) The Authorized, issued, Subscribed and Paid up Share Capital of the Transferor Company No. 7 as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTHORIZED CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[1,000] Equity Shares of Rs. 100/- each</td>
<td>100,000/-</td>
</tr>
<tr>
<td>[3,000] Preference Shares of Rs. 100/- each</td>
<td>300,000/-</td>
</tr>
<tr>
<td>[4,996,000] 20% Non-Cumulative Preference Shares of Rs. 100/- each</td>
<td>499,600,000/-</td>
</tr>
<tr>
<td>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[1,000] Equity Shares of Rs. 100/- each</td>
<td>100,000/-</td>
</tr>
<tr>
<td>[3,000] Preference Shares of Rs. 100/- each</td>
<td>300,000/-</td>
</tr>
<tr>
<td>[3,300,000] 20% Non-Cumulative Preference Shares of Rs. 100/- each</td>
<td>330,000,000/-</td>
</tr>
</tbody>
</table>

2.8 Transferor Company No. 8

(i) Buland Consultants & Investments Private Limited ("Buland") was incorporated on September 19, 1972 under the name "Buland Consultants & Investments Private Limited", under the provisions of the Companies Act, 1956. The Registered office of Buland is situated at MC Shah House, 1/8, FF, Avantika Society, Nr, Narapura Railway Crossing, Narapura, Ahmedabad-380013, Gujarat and was earlier situated at New Delhi.

(ii) The main objects of Buland, inter alia, include as under:

1. To carry on the business of an Investment Company and to buy, underwrite, invest in, acquire, hold and deal in shares, stocks, debentures, debenture-stock, bonds, obligations and securities of any kind issued or guaranteed by any Company constituted or carrying business in India or elsewhere and debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any

For Wadala Foods and Investments Private Limited

For Magha Estates Private Limited

For Master Housing and Development Company
(A Private Company with Unlimited Liability)

For DLF Investments Private Limited

For Kohinoor Real Estates Company
(A Private Company with Unlimited Liability)

For Panchsheel Investment Company
(A Private Company with Unlimited Liability)

For Haryana Electrical Utility Private Limited

For Ashoka Consultants & Investors Private Limited
(A Private Company with Unlimited Liability)

For Ashoka Properties and Development Company
A Private Company with Unlimited Liability

For Ashoka Investments & Agencies Private Limited

Company Secretary

Company Secretary
Government, state, public body or authority, firm or person in India or elsewhere.

2. To acquire and hold by way of investment shares, stocks, debentures, stock, bonds, obligations or securities, by original subscription, purchase, exchange or otherwise and to subscribe for the same or to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.

(ii) The Authorized, Issued, Subscribed and Paid up Share Capital of the Transferor Company No. 8 as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTHORIZED CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[7,100] Equity Shares of Rs. 100/- each</td>
<td>710,000/-</td>
</tr>
<tr>
<td>[3,000] Preference Shares of Rs. 100/- each</td>
<td>300,000/-</td>
</tr>
<tr>
<td>[2,004,900] 20% Non-Cumulative Preference Shares of Rs. 100/- each</td>
<td>200,490,000/-</td>
</tr>
<tr>
<td>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[2,089] Equity Shares of Rs. 100/- each</td>
<td>208,900/-</td>
</tr>
<tr>
<td>[3,000] Preference Shares of Rs. 100/- each</td>
<td>300,000/-</td>
</tr>
</tbody>
</table>

2.9 Transferor Company No. 9

(ii) Sichant Housing and Development Company (A Private Company with Unlimited Liability) ("Sichant") was incorporated on March 25, 1988 under the name 'Sichant Housing and Development Company (A Private Company with Unlimited Liability)', under the provisions of the Companies Act, 1956. The Registered office of Sichant is situated at MC Shah House, 1/B: FF, Avaniika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad- 380013, Gujarat and was earlier situated at New Delhi.
(ii) The main objects of Sidhanl, inter alia, include as under:

1. To purchase or otherwise acquire shares, stocks, debentures, debenture stock, bonds, obligations and securities of any kind issued or guarantee by any Company constituted or carrying on business in India or elsewhere, and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any government, state, public body or authority, firm, or person in India or elsewhere and to hold that by way of investments.

(iii) The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No. 9 as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AUTHORIZED CAPITAL</strong></td>
<td></td>
</tr>
<tr>
<td>[1,102] Ordinary 'A' shares of Rs. 100/- each</td>
<td>110,200/-</td>
</tr>
<tr>
<td>[27,000] Ordinary 'B' shares of Rs. 100/- each</td>
<td>27,00,000/-</td>
</tr>
<tr>
<td>[21,898] Preference Shares of Rs. 100/- each</td>
<td>2,189,800/-</td>
</tr>
<tr>
<td><strong>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</strong></td>
<td></td>
</tr>
<tr>
<td>[1,102] Ordinary 'A' shares of Rs. 100/- each</td>
<td>110,200/-</td>
</tr>
<tr>
<td>[21,896] Preference Shares of Rs. 100/- each</td>
<td>2,189,600/-</td>
</tr>
</tbody>
</table>

2.10 Transferor Company No. 10

Yashika Properties and Development Company (A Private Company with Unlimited Liability) ("Yashika") was incorporated on August 10, 2005 under the name Yashika Properties and Development Company (A Private Company with Unlimited Liability), under the provisions of the Companies Act, 1956. The Registered office of Yashika is situated at MC Shah House, I/B, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad- 380013, Gujarat and was earlier situated at New Delhi.
(ii) The main objects of Yashika, inter alia, include as under:

1. To purchase any land, plot(s) of land or immovable property or any right or interest therein, either singly or jointly or in partnership with any person(s) or body corporate or partnership firm and to develop and construct thereon residential, commercial complex or complex(es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self-use or for earning rental income thereon by letting out individual units comprised in such building(s).

2. To purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies.

(iii) The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No. 10 as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTHORIZED CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[10,000] Equity Shares of Rs. 10/- each</td>
<td>100,000/-</td>
</tr>
<tr>
<td>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</td>
<td></td>
</tr>
<tr>
<td>[10,000] Equity Shares of Rs. 10/- each</td>
<td>100,000/-</td>
</tr>
</tbody>
</table>

2.11 Transferee Company No. 2/Ulimate Transferee Company

(i) Rajdhani Investments & Agencies Private Limited ("Rajdhani") was incorporated on November 27, 1972 under the name "Rajdhani Investments & Agencies Private Limited", under the provisions of the Companies Act, 1956. The Registered office of Rajdhani is situated at MC Shah House, 1/8, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad-380013 Gujarat and was earlier situated at New Delhi.

For Megha Estates Private Limited
Director

For Kohinoor Real Estates Company
Director

For Panchsheel Investment Company
Director

For Bitang Consultants & Invesments Private Limited
Director

For Rajdhani Investments & Agencies Private Limited
Director
(ii) The main objects of Rajdhani, inter alia, include as under:

1. To hold investments in equity shares (including instruments which are compulsorily convertible into equity shares within a period not exceeding 10 years from the date of its issue or such other period as may be permissible in accordance with applicable laws), preference shares, bonds, debentures, debt or loans in its group companies as specified in accordance with applicable laws, including such laws as may be specified by the Reserve Bank of India, from time to time.

2. To invest in bank deposits, money market instruments including money market mutual funds, government securities and bonds or debentures issued by group companies, granting of loans to group companies and issuing guarantees on behalf of group companies in accordance with applicable laws, including such laws as may be specified by the Reserve Bank of India, from time to time.

3. To acquire / hold investments in the companies / representation offices registered, incorporated or recognized in or under the laws of any place outside India in accordance with applicable laws, including such laws as may be specified by the Reserve Bank of India, from time to time.

4. To purchase, to take on lease / license or in exchange, hire or otherwise acquire any immovable property(ies) including any real estate property(ies) which may be commercial in nature and all types of building(s) and structure(s) such as business centre(s), house(s), flat(s), apartment(s), office(s), warehous(e(s), shop(s), factory(ies), hospital(s), hotel(s), holiday resort(s), shopping cum residential complexes) and IT Park(s) and any rights and privileges in relation thereto which the Company may think necessary or convenient for the purposes of its business.

(iii) The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company No. 2 (Ultimate Transferee Company) as on March 31, 2017 is as under:

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTHORISED CAPITAL (1,000) Equity Shares of Rs. 100/- each</td>
<td>100,000/-</td>
</tr>
</tbody>
</table>
2.12 That the Scheme, in no way, is a Scheme of compromise or arrangement with the creditors as all the creditors will be paid in full and when their respective amounts fall due in the usual course and therefore, the Scheme is not affecting the rights of the creditors because the aggregate assets of the Transferor Companies and Transferee Company are more than sufficient to meet the liabilities of all the creditors in full. The present Scheme is not a Scheme of Corporate Debt Restructuring as envisaged under Section 230(2)(c) of the Act or a Scheme of compromise or arrangement under Section 230 of the Act.

**PART III: AMALGAMATION OF TRANSFEROR COMPANY NOS. 1, 2, 3, AND 4 INTO AND WITH THE TRANSFEE COMPANY NO. 1**

**3. AMALGAMATION OF TRANSFEROR COMPANY NOS. 1, 2, 3 AND 4 INTO AND WITH TRANSFEE COMPANY NO. 1/TRANSFEROR COMPANY NO. 5:**

3.1 Transfer of Undertaking:

On the Scheme coming into effect and with effect from the Appointed Date, the Undertaking of each of the Transferor Company Nos. 1, 2, 3 and 4 shall, pursuant to the sanction of this Scheme by the NCLT and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the 2013 Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company No. 1.
as a going concern, without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the undertaking of the Transferee Company No.1 by virtue of and in the manner provided in this Scheme.

3.2 Transfer of Assets:

Without prejudice to the generality of Clause 3.1 above, on the Scheme coming into effect and with effect from the Appointed Date:

3.2.1(a) All the assets and properties comprised in the Undertaking of each of the Transferor Company Nos. 1, 2, 3 and 4 of whatsoever nature and where so ever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the 2013 Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company No. 1 or be deemed to be transferred to and vested in the Transferee Company No. 1 as a going concern so as to become, as and from the Appointed Date, the assets and properties of the Transferee Company No.1.

(b) Without prejudice to the provisions of Clause 3.2.1(a) above, in respect of such of the assets and properties of the Transferor Company Nos. 1, 2, 3 and 4 as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company No. 1, 2, 3 and 4 and shall, upon such transfer, become the assets and properties of the Transferee Company No.1 as an integral part of the Undertaking of the Transferee Company Nos. 1, without requiring any separate deed or instrument or conveyance for the same.

(c) In respect of movables other than those dealt with in Clause 3.2.1(b) above, including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any company or other person, the same shall on and from the Appointed Date stand
transferred to and vested in the Transferee Company No.1 without any notice or other intimation to the debtors (although the Transferee Company No.1 may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company No.1).

3.2.2 All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company Nos.1,2,3 and 4 and all rights and benefits that have accrued or which may accrue to the Transferor Company Nos.1,2,3 and 4, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the 2013 Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vested in or be deemed to be transferred to and vested in and be available to the Transferee Company No.1 so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company No.1 and shall remain valid, effective and enforceable on the same terms and conditions.
vested in the Transferee Company No.1 on the Scheme coming into effect pursuant to the provisions of Sections 230 to 232 of the 2013 Act, provided however that no onerous asset shall have been acquired by any of the Transferor Company Nos.1,2,3 and 4 after the date of filing of the Scheme without the prior written consent of the Board of Directors of the Transferee Company No.1.

3.3 Transfer of Liabilities:

On the Scheme coming into effect and with effect from the Appointed Date, all liabilities relating to and comprised in the Undertaking of the Transferor Company Nos.1,2,3 and 4 including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Company Nos.1,2,3 and 4 of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the "Transferor Company Nos.1,2,3 and 4 Liabilities"), shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the 2013 Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company No.1, along with, any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company No.1 to the extent they are outstanding on the date Scheme coming into effect so as to become as and from the Appointed Date the liabilities of the Transferee Company No.1 on the same terms and conditions as were applicable to the Transferor Company Nos.1,2,3 and 4, and the Transferee Company No.1 shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Transferor Company Nos.1,2,3 and 4 Liabilities have arisen in order to give effect to the provisions of this Clause 3.3.

3.3.1 All debts, liabilities, duties and obligations of the Transferor Company Nos.1,2,3 and 4 as on the Appointed Date, whether or not provided in the books of the Transferor Company Nos.1,2,3 and 4, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company Nos.1,2,3, and 4 on or after the Appointed Date till the Scheme coming into effect, shall
be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company No.1 by virtue of this Scheme.

3.3.2 Where any such debts, loans raised, duties and obligations of the Transferee Company Nos.1, 2, 3 and 4 as on the Appointed Date have been discharged or satisfied by the Transferee Company Nos.1, 2, 3 and 4 after the Appointed Date and prior to the Sanction of the Scheme, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company No.1.

3.3.3 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferee Company Nos.1, 2, 3 and 4 in the ordinary course of its business after the Appointed Date and prior to the sanction of the Scheme shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company No.1 and to the extent they are outstanding on the date of Scheme coming into effect, shall, on the sanction of the Scheme, and under the provisions of Sections 230 to 232 of the 2013 Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company No.1 and shall become the loans and liabilities, duties and obligations of the Transferee Company No.1 which shall meet, discharge and satisfy the same.

3.3.4 Upon Scheme coming into effect and till such time the names of the respective bank accounts, demat accounts etc. of the Transferee Company Nos.1, 2, 3 and 4 are replaced with that of Transferee Company No.1. Transferee Company No.1 shall be entitled to operate the bank accounts and demat accounts of the Transferee Company Nos.1, 2, 3 and 4 in their respective names, as the case may be, in so far as may be necessary.

3.4 Legal Proceedings:

All suits, actions, claims and legal proceedings by or against the Transferee Company Nos.1, 2, 3 and 4 pending and/or arising on or before the Scheme coming into effect shall be continued and/or enforced as desired by the Transferee Company No.1 and on and from the Scheme coming into effect, shall be continued and/or enforced by or against the Transferee Company No.1.
Company No.1 as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company No.1.

3.5 Contracts and Deeds:

3.5.1 Subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, incentives, licences, permits, consents, engagements, registrations and other instruments (including all tenancies, leases, licenses and other assurances in favour of any or all of the Transferor Company Nos.1, 2, 3, and 4 or powers or authorities granted by or to them) of whatsoever nature to which such Transferor Company Nos.1, 2, 3, and 4 are a party to or to the benefit of which such Transferor Company Nos.1, 2, 3, and 4 may be eligible, and which have not lapsed and are subsisting on the Scheme coming into effect, shall remain in full force and effect against or in favour of the Transferee Company No.1 as the case may be, and may be enforced by or against the Transferee Company No.1 as fully and effectually as if, instead such of the Transferor Company Nos.1, 2, 3, and 4, Transferee Company No.1 had been a party or beneficiary thereto.

3.5.2 Transferee Company No.1 shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 3.5.1 above and to the extent that such of the Transferor Company Nos.1, 2, 3, and 4 are required, prior to the sanction of the Scheme, to join in such deeds, writings or confirmations, Transferee Company No.1 shall under the provisions of this Scheme, be deemed to be authorized to act for and on behalf of and in the name of any and all of such Transferor Company Nos.1, 2, 3, and 4.

3.6 Saving Of Concluded Transactions:

The transfer of the Undertaking of each of the Transferor Company Nos.1, 2, 3, and 4 under Clause 3.1, assets and liabilities of each of the Transferor Company Nos.1, 2, 3, and 4 under Clauses 3.2 and 3.3 above, continuance of the legal proceedings under Clause 3.4 above and the effectiveness of contracts and deeds under Clause 3.5 above, shall not affect any transaction or proceedings already concluded by the Transferor Company Nos.1, 2, 3, and 4 or before the Appointed Date or concluded.
after the Appointed Date till the sanction of the Scheme, to the end and intent that the Transferee Company No.1 accepts and adopts all acts, deeds and things done and executed by the Transferor Company Nos. 1, 2, 3 and 4 in respect thereto, as if done and executed on its behalf.

3.7 Employees and Directors:

3.7.1 All the employees, if any, of the Transferor Company Nos. 1, 2, 3, and 4 in service on the date of Scheme coming into effect shall, on and from the date of sanction of the Scheme become the employees of the Transferee Company No.1 on the terms and conditions not less favorable than those on which they were engaged by the relevant Transferor Company Nos. 1, 2, 3, and 4 on the date of Scheme coming into effect.

3.7.2 Upon the Scheme coming into effect, the services of the employees of the Transferor Company Nos. 1, 2, 3 and 4 will be treated as having been continuous, without any break, discontinuance or interruption in the Transferor Company No.1.

3.7.3 Subject to the provisions of Clauses 3.1 to 3.5 above, upon the Scheme coming into effect, the Directors of each of the Transferor Company Nos. 1, 2, 3, and 4, immediately preceding the date of sanction of the Scheme, shall cease to be the Directors of the respective Transferor Company Nos. 1, 2, 3, and 4 and shall have no claim against the Transferor Company Nos. 1, 2, 3, and 4 or Transferee Company No.1 on account of cessation of their directorships from the respective Transferor Company Nos. 1, 2, 3 and 4.

3.8 Conduct of Business between Appointed Date and the date of Approval/Sanction of the Scheme:

With effect from the Appointed Date and up to the date on which this Scheme finally takes effect i.e. the approval/sanction of the Scheme by Hon'ble NCLT:

3.8.1 Each of the Transferor Company Nos. 1, 2, 3, and 4 shall be deemed to have been carrying on and shall carry on their respective businesses and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the
Undertaking of the Transferor Company Nos. 1, 2, 3, and 4 for and on account of, and in trust for, the Transferee Company No. 1. The Transferor Company Nos. 1, 2, 3, and 4 hereby individually and severally undertake to hold the Undertaking of the Transferor Company Nos. 1, 2, 3, and 4 with utmost prudence until the date of Scheme coming into effect.

3.8.2 The Transferor Company Nos. 1, 2, 3 and 4 shall in the ordinary course of business or otherwise, carry on their respective businesses and activities with reasonable diligence and business prudence. All such actions shall include without limitation, the ability to undertake any actions in relation to their businesses and fulfill all past, existing and/or future commitments with respect to their businesses including the sale/disposal of any or all of their assets and/or further investment of proceeds thereof.

3.8.3 All the profits or income, duties/taxes (including but not limited to advance tax, minimum alternate tax, value added tax, income tax, gift tax, goods and services tax and tax deducted at source) or any costs, charges, expenditure accruing to the Transferor Companies Nos. 1, 2, 3 and 4 or expenditure or losses arising or incurred or suffered by the Transferor Company Nos. 1, 2, 3, and 4 from the Appointed Date, regardless of the period to which they relate, shall for all purpose be treated and be deemed to be and accrue as the profits, duties/taxes (including but not limited to advance tax, minimum alternate tax, value added tax, income tax, gift tax, goods and services tax and tax deducted at source) or incomes, costs, charges, expenditure or losses of Transferee Company No. 1, as the case may be. The Transferee Company No. 1 shall, upon the Scheme coming into effect, be entitled to revise the tax/other relevant returns, if any, filed by it or by each of the Transferor Company Nos. 1, 2, 3 and 4 in respect of the previous year(s), notwithstanding that the time prescribed for such revision may have elapsed.

3.9 Dividends:

3.9.1 The Transferor Company Nos. 1, 2, 3, and 4 and the Transferee Company No. 1 shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Scheme coming into effect.
The dividend, if any, shall be declared by the Transferor Company Nos. 1, 2, 3, and 4 only, with the prior written consent of the Board of Directors of the Transferee Company No. 1.

3.9.2 Subject to the provisions of the Scheme, the profits of the Transferor Company Nos. 1, 2, 3, and 4 for the period beginning from the Appointed Date, shall belong to and be the profits of the Transferee Company No. 1 and will be available to the Transferee Company No. 1 for being disposed of in any manner as it thinks fit.

3.9.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company Nos. 1, 2, 3, and 4 and/or the Transferee Company No. 1 to demand or claim any dividends which, subject to the provisions of the 2013 Act, shall be entirely at the discretion of the Board of Directors of the Transferor Companies No. 1 to 4 and Transferee Company No. 1, subject to such approval of the shareholders as may be required.

3.10 Resolutions, limits and borrowing powers:

Upon the Scheme coming into effect:

The resolutions, if any, of each of the Transferor Company Nos. 1, 2, 3 and 4, which are valid and subsisting on the date of Scheme coming into effect, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company No. 1 and if any such resolutions have upper monetary limits being imposed under the provisions of the 2013 Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company No. 1.

3.11 On the Scheme becoming effective and with effect from the Appointed Date, the Transferor Company Nos. 1, 2, 3, and 4 shall stand dissolved without the process of winding up and in accordance with the sequence mentioned in the present Scheme and without any further act by the parties.

For Meghna Estates Private Limited
Director

For Madura Housing and Development Company
(A Private Company with Unlimited Liability)
Director

For Kohinoor Real Estates Company
(A Private Company with Unlimited Liability)
Director

For Panchshree Investment Company
(A Private Company with Unlimited Liability)
Director

For Bajaj Consultants & Investment Private Limited
Company Secretary

For Sidharth Housing and Development Company
(A Private Company with Unlimited Liability)
Director

For Hyderabad Udyog Private Limited
Company Secretary

For Raghuram Investments & Agencies Private Limited
Director

For Properties and Development Company
Private Company with Unlimited Liability
3.12 Reorganization of Capital Structure:

**Authorized Capital**

Upon the Scheme coming into effect, the Authorized Share Capital of the Transferor Company No.1 shall, without any further act or deed, stand increased by the amount equal to the authorized share capital of the Transferor Company Nos.1, 2, 3, and 4. The fees/duty already paid by the Transferor Company Nos. 1, 2, 3, and 4 for their authorized share capital shall be deemed to have been paid by the Transferee Company No.1.

The Authorized Share Capital of the Transferee Company 1 is presently Rs.25,10,000 divided into 29,200 Ordinary Shares of Rs.100/- each, 152 Ordinary "A" shares of Rs.100/- each and 4748 Preference Shares of Rs.100/- each. The existing Authorized Share Capital consisting of Equity (Rs. 10/- in case of Transferor Company no. 2), Ordinary, Ordinary "A", Ordinary "B" and 20% Non-Cumulative Preference Shares of Rs.100/- each as appearing in the Transferor Companies No. 1, 2, 3 and 4 and the Transferee Company No.1, as the case may be, will be reclassified into 1,12,18,540 Equity Shares of Rs.10/- each of the Transferee Company No. 1 under the Scheme.

Accordingly, on the date of sanction of Scheme, Clause 4(i) of the Articles of Association of Transferee Company No.1 shall be omitted and replaced with the following:

"The Authorized Share Capital of the Company is Rs. 11,40,75,000 divided into 1,12,18,540 Equity Shares of Rs.10/- each, 18,960 Preference Shares of Rs.100/- each."

It is hereby clarified that upon the Scheme coming into effect, the provisions of Sections 4, 5, 13, 14 & 61 and other applicable provisions, if any, of the 2013 Act in relation to increase in and reclassification of the Authorized Share Capital of the Transferee Company No.1 shall be considered to be complied with in accordance with the sequence mention in the present Scheme and the Transferee Company No.1 is not required to do any further acts, deeds or things, unless specifically required under the 2013 Act.

[Signatures and signatures]

For Maha Estates Private Limited
Director

For DLF Investments Private Limited
Company Secretary

For Nakshatra Housing and Development Company (A Private Company With Unlimited Liability)
Director

For Kohinoor Real Estates Company (A Private Company With Unlimited Liability)
Director

For Panchsheel Investment Company (A Private Company With Unlimited Liability)
Director

For Harman Electricals (Private) Limited
Company Secretary

For Land Consultant & Investment Private Limited
Director

For Shakti Housing and Development Company (A Private Company With Unlimited Liability)
Director

For Rajeevi Investments & Agencies Private Limited
Company Secretary
3.13 Paid Up Capital:

Upon the Scheme coming into effect, and without any further application, act or deed, the following actions will be undertaken:

The shares including but not limited to equity shares and 20% Non-Cumulative Preference Shares held among the Transferor Company Nos. 1 to 4 and between Transferor Company Nos. 1 to 4 and the Transferee Company No. 1 as on the Completion Date 1 shall stand cancelled.

Share certificates in respect of the shares cancelled held by the Transferor Company Nos. 1 to 4 among themselves and between Transferor Company Nos. 1 to 4 and the Transferee Company No. 1 shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled.

**Kohinoor/Transferor Company No. 5/Transferee Company No. 1:**

(i) The Transferee Company No. 1 shall not issue any fresh Equity Shares to the equity shareholders of Transferor Company 1, 3 and 4 as their shareholder being companies stand amalgamated under the Scheme. The remaining equity shareholders of the Transferor Company Nos. 2 shall be issued and allotted 03 equity shares of face value of Rs.10/- each of Transferee Company No. 1 for every 01 equity share of Rs.10/- each held in Transferor Company No. 2 on the Record date as per the Swap Ratio and share certificates in respect of the Shares held by the remaining equity shareholders shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. Any fraction of equity share to be issued and allotted shall be rounded up to the next integer.

(ii) In lieu of the 14148 Preference Shares held by the Trust in the Transferor Company No. 1, 3 and 4, the Transferee Company No. 1 shall issue and allot 17 equity shares as per the Swap Ratio, and share certificates in respect of the Preference Shares held by the Trust shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. Any fraction of equity share to be issued and allotted shall be rounded up to the next integer.
3.14 REDUCTION OF SHARE CAPITAL OF TRANSFEREE COMPANY NO.1

3.14.1 Upon the Scheme coming into effect and as an integral part of the Scheme, the existing share capital of the Transferree Company No. 1 shall stand reduced to the extent of the equity share capital held by the equity shareholders of the Transferree Company No.1 (i.e. to the extent of the Equity Shares held by Transferor Company Nos. 1, 3 and 4).

3.14.2 Accordingly, the share certificates of the Transferree Company No.1 in relation to the Equity Shares held by its equity shareholders (i.e. Transferor Company Nos. 1, 3 and 4); shall, without any further application, act, instrument, or deed be deemed to have been automatically cancelled.

3.14.3 The capital reduction as stated in Clause 3.14.1 above shall be effected as an integral part of this Scheme itself and not under a separate procedure in terms of Section 66 of the Act. The consent of the shareholders of the Transferree Company No.1 to this Scheme shall be deemed to be the consent of its shareholders for the purpose of effecting the reduction under the provisions of Section 66 or under any other applicable provisions of the Act and no further compliances would be separately required as laid down under Section 66 of the Act.

3.14.4 The reduction of capital of the Transferree Company No.1, as above, does not involve any diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form.

3.14.5 Notwithstanding, the reduction of capital of the Transferree Company No.1 under the provisions of this Scheme, the Transferree Company No.1 shall not be required to add "And Reduced" as suffix to its name and the order of the Hon'ble NCLT sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act.

For Vidal Foods and Investments Private Limited

For Meghvi Estates Private Limited

For Madhub Housing and Development Company (A Private Company with Unlimited Liability)

For DLF Investments Private Limited

For Kohinoor Real Estates Company (A Private Company with Unlimited Liability)

For Panchsheel Investment Company (A Private Company with Unlimited Liability)

For Maryhane Electrical Utility Private Limited

For Birla Consultancy & Investment Private Limited

For Slidheet Housing and Development Company (A Private Company with Unlimited Liability)

For Raghunath Investments & Agrodeal Private Limited

For Vidhyut Gram Udyog Private Limited [A Private Company with Unlimited Liability]

[Signatures and dates]

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3.15 Accounting Treatment:

Upon the Scheme becoming effective from the Appointed Date, the Transferor Company No. 1 shall follow 'purchase method of accounting' and the accounting treatment shall be in compliance with Accounting Standard 14 – Accounting for Amalgamations, issued by The Institute of Chartered Accountants of India.

(i) The Transferor Company No. 1 shall allocate the consideration to individual identifiable assets and liabilities on the basis of their fair values as at the date of amalgamation.

(ii) Inter-se investments and balances held amongst the Transferor Company Nos. 1 to 4 and between the Transferor Company Nos. 1 to 4 and the Transferee Company No. 1 shall stand cancelled.

(iii) The Transferee Company No. 1 shall credit the Equity Share Capital Account in its books of accounts by the aggregate face value of equity shares issued and allotted by it to the shareholders of the Transferor Company Nos. 1 to 4 pursuant to Clause 3.13 of this Scheme and shall credit the difference between the fair value of the shares issued and their aggregate face value to the securities premium account.

(iv) The aggregate of the excess of Net Assets of the Transferor Company Nos. 1 to 4 vested in the Transferee Company No. 1 over and above the amount:

a. Credited by the Transferee Company No. 1 to Share Capital Account and the Securities Premium; and

b. Adjusted for cancellation of the inter-se investments and balances in the books of the Transferee Company No. 1

shall be recorded as Capital Reserve. The shortfall, if any shall be debited to the Goodwill Account of the Transferee Company No. 1.

(v) To the extent that there are inter-corporate loans or balances between and amongst the Transferor Company Nos. 1 to 4 and Transferee Company No. 1, the obligations in respect thereof shall come to an end.

For Vizag Foods and Investments Private Limited
For Megha Estates Private Limited
For Mradur Housing and Development Company
(A Private Company with Unlimited Liability)

For DLF Investments Private Limited
For Kohinoor Real Estates Company
(A Private Company with Unlimited Liability)

For Mavara Consultancy & Investment Private Limited
For Pejitham Housing and Development Company
(A Private Company with Unlimited Liability)

For Silchar Investments & Agencies Private Limited
Company Secretary
PART - IV: AMALGAMATION OF TRANSFEROR COMPANY NOS. 6, 7, 8, 9 AND 10 INTO AND WITH TRANSFEREE COMPANY NO. 2

4. AMALGAMATION OF TRANSFEROR COMPANIES NOS. 6, 7, 8, 9 AND 10 INTO AND WITH TRANSFEREE COMPANY NO. 2

4.1 Transfer of Undertaking:

On the Scheme coming into effect and with effect from the Appointed Date, the Undertaking of each of the Transferor Company Nos. 6, 7, 8, 9 and 10 shall, pursuant to the sanction of this Scheme by the NCLT and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the 2013 Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company No. 2, as a going concern, without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the undertaking of the Transferee Company No. 2 by virtue of and in the manner provided in this Scheme.

4.2 Transfer of Assets:

4.2.1 Without prejudice to the generality of Clause 4.1 above, on the Scheme coming into effect and with effect from the Appointed Date:

(a) All the assets and properties comprised in the Undertaking of each of the Transferor Company Nos. 6, 7, 8, 9 and 10 of whatsoever nature and where so ever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the 2013 Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company No. 2 or be deemed to be transferred to and vested in the Transferee Company No. 2 as a going concern so as to become, as and from the Appointed Date, the assets and properties of the Transferee Company No. 2.

(b) Without prejudice to the provisions of Clause 4.2 (a) above, in respect of such of the assets and properties of the Transferor Company Nos. 6, 7, 8, 9 and 10 as are movable in nature or...
incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company Nos.6,7,8,9 and 10 and shall, upon such transfer, become the assets and properties of the Transferee Company No.2 as an integral part of the Undertaking of the Transferee Company No.2, without requiring any separate deed or instrument or conveyance for the same.

(c) In respect of movables other than those dealt with in Clause 4.2(b) above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company No.2 without any notice or other intimation to the debtors (although the Transferee Company No.2 may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company No. 2).

(d) All the licenses, permits, quotas, approvals, permissions, registrations, Incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company Nos.6,7,8,9 and 10 and all rights and benefits that have accrued or which may accrue to the Transferor Company Nos.6,7,8,9 and 10, whether before or after the Appointed Date, shall, under the provisos of Sections 230 to 232 of the 2013 Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vested in or be deemed to be transferred to and vested in and be available to the Transferee Company No.2 so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits.
subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company No.2 and shall remain valid, effective and enforceable on the same terms and conditions.

4.2.2 All assets and properties of each of the Transferor Company Nos. 6, 7, 8, 9 and 10 on the Appointed Date, whether or not included in the books of the Transferor Company Nos. 6, 7, 8, 9 and 10 and all assets and properties which are acquired by the Transferor Company Nos. 6, 7, 8, 9 and 10 on or after the Appointed Date but prior to Sanction of the Scheme, shall be deemed to be and shall become the assets and properties of the Transferee Company No. 2, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the 2013 Act, without any further act, instrument of deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company No. 2 on the Scheme coming into effect pursuant to the provisions of Sections 232 to 233 of the 2013 Act, provided however that no onerous asset shall have been acquired by any of the Transferor Company Nos. 6, 7, 8, 9 and 10 after the date of filling of the Scheme without the prior written consent of the Board of Directors of the Transferee Company No. 2.

4.3 Transfer of Liabilities.

4.3.1 On the Scheme coming into effect and with effect from the Appointed Date, all liabilities relating to and comprised in the Undertaking of each of the Transferor Company Nos. 6, 7, 8, 9 and 10, including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Company Nos. 6, 7, 8, 9 and 10 of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the “Transferor Company Nos. 6, 7, 8, 9 and 10 Liabilities”), shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the 2013 Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company No. 2, along
with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company No.2 to the extent they are outstanding on the date Scheme coming into effect so as to become as and from the Appointed Date the liabilities of the Transferee Company No.2 on the same terms and conditions as were applicable to the Transferor Company Nos.6, 7, 8, 9 and 10, and the Transferee Company No.2 shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Transferor Company Nos.6, 7, 8, 9 and 10 liabilities have arisen in order to give effect to the provisions of this Clause 4.4.

4.3.2 All debts, liabilities, duties and obligations of the Transferor Company Nos.6, 7, 8, 9 and 10 as on the Appointed Date, whether or not provided in the books of the Transferor Company Nos.6, 7, 8, 9 and 10, and all debts and loans raised, and duties, liabilities and obligations incurred or which arose or accrued to the Transferor Company Nos.6, 7, 8, 9 and 10 on or after the Appointed Date until the Scheme coming into effect, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company No.2 by virtue of this Scheme.

4.3.3 Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company Nos.6, 7, 8, 9 and 10 as on the Appointed Date have been discharged or satisfied by the Transferor Company Nos.6, 7, 8, 9 and 10 after the Appointed Date and prior to the Sanction of the Scheme, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company No.2.

4.3.4 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Company Nos.6, 7, 8, 9 and 10 in the ordinary course of its business after the Appointed Date and prior to the Sanction of the Scheme shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company No.2 and to the extent they are outstanding on the date of Scheme coming into effect, shall, on the Sanction of the Scheme and under the provisions of Sections 230 to 232 of the 2013 Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred

For Vimal Foods and Investments Private Limited

For Megha Estates Private Limited

For Madhur Housing and Development Company
(A Private Company with Limited Liability)

For DLF Investments Private Limited

For Kohinoor Real Estates Company
(A Private Company with Unlimited Liability)

Company Secretary

Company Secretary

Company Secretary

Company Secretary

Company Secretary

For Balaji Consultants & Investment Private Limited

For Jhunjhunwala Real Estate Company
(A Private Company with Unlimited Liability)

For Effective Investments & Agencies Private Limited

For Panchahatti Investment Company
(A Private Company with Unlimited Liability)
to and vested in the Transferee Company No. 2 and shall become
the loans and liabilities, duties and obligations of the Transferee
Company No. 2 which shall meet, discharge and satisfy the same.

4.3.5. Upon Scheme coming into effect and till such time the names of the
respective bank accounts, demat accounts etc. of the Transferor
Company Nos. 6, 7, 8, 9 and 10 are replaced with that of Transferee
Company No. 2, Transferee Company No. 2 shall be entitled to
operate the bank accounts and demat accounts of the Transferor
Company Nos. 6, 7, 8, 9 and 10 in their respective names, as the case
may be, in so far as may be necessary.

4.4 Legal Proceedings:

All suits, actions, claims and legal proceedings by or against the Transferor
Company Nos. 6, 7, 8, 9 and 10 pending and/or arising on or before the
Scheme coming into effect shall be continued and / or enforced as
desired by the Transferee Company No. 2 and on and from the Scheme
coming into effect, shall be continued and / or enforced by or against the
Transferee Company No. 2 as effectually and in the same manner and to
the same extent as if the same had been originally instituted and/or
pending and/or arising by or against the Transferee Company No. 2.

4.5 Contracts and Deeds:

4.5.1 Subject to the provisions of this Scheme, all contracts, deeds, bonds,
agreements, arrangements, incentives, licences, permits, consents,
engagements, registrations and other instruments (including all
tenancies, leases, licences and other assurances in favour of any or
all of the Transferor Company Nos. 6, 7, 8, 9 and 10 or powers or
authorities granted by or to them) of whatsoever nature to which
such Transferor Company Nos. 6, 7, 8, 9 and 10 are a party to or to the
benefit of which such Transferor Company Nos. 6, 7, 8, 9 and 10 may be
eligible, and which have not lapsed and are subsisting on the
Scheme coming into effect, shall remain in full force and effect
against or in favour of the Transferee Company No. 2 as the case
may be, and may be enforced by or against the Transferee
Company No. 2 as fully and effectually as if, instead such of the
Transferor Company Nos. 6, 7, 8, 9 and 10, Transferee Company No. 2
had been a party or beneficiary thereto.
4.5.2 Transferee Company No. 2 shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 4.5.1 above and to the extent that such of the Transferor Company Nos. 6, 7, 8, 9 and 10 are required, prior to the sanction of the Scheme, to join in such deeds, writings of confirmations, Transferee Company No. 2 shall under the provisions of this Scheme, be deemed to be authorized to act for and on behalf of and in the name of any and all of such Transferor Company Nos. 6, 7, 8, 9 and 10.

4.5 Saving Of Concluded Transactions:

The transfer of the Undertaking of the Transferor Company Nos. 6, 7, 8, 9 and 10 under Clause 4.1, assets and liabilities of the Transferor Company Nos. 6, 7, 8, 9 and 10 under Clauses 4.2 and 4.3 above, continuance of the legal proceedings under Clause 4.4 above and the effectiveness of contracts and deeds under Clause 4.5 above, shall not affect any transaction or proceedings already concluded by the Transferor Company Nos. 6, 7, 8, 9 and 10 on or before the Appointed Date or concluded after the Appointed Date till the sanction of the Scheme, to the end that the Transferee Company No. 2 accepts and adopts all acts, deeds and things done and executed by the Transferor Company Nos. 6, 7, 8, 9 and 10 in respect thereof, as if done and executed on its behalf.

4.7 Employees and Directors:

4.7.1 All the employees, if any, of the Transferor Company Nos. 6, 7, 8, 9 and 10 in service on the date of Scheme coming into effect shall, on and from the date of sanction of the Scheme, become the employees of the Transferee Company No. 2 on the terms and conditions not less favorable than those on which they were engaged by the relevant Transferor Companies Nos. 6, 7, 8, 9 and 10 on the date of Scheme coming into effect.

4.7.2 Upon the Scheme coming into effect, the services of the employees, if any, of the Transferor Company Nos. 6, 7, 8, 9 and 10 will be treated as being continuous, without any break, discontinuance or interruption in the Transferee Company No. 2.
4.7.3 Subject to the provisions of Clauses 4.1 to 4.5 above, on the Scheme coming into effect, the Directors of each of the Transferor Company Nos.6, 7, 8, 9 and 10, immediately preceding the date of sanction of the Scheme, shall cease to be the directors of the respective Transferor Company Nos.6, 7, 8, 9 and 10 and shall have no claim against the Transferor Company Nos.6, 7, 8, 9 and 10 or Transferee Company No.2 on account of cessation of their directorships from the respective Transferor Company Nos.6, 7, 8, 9 and 10.

4.8 Conduct of Business between Appointed Date and the date of Approval/Sanction of the Scheme:

With effect from the Appointed Date and up to the date on which this Scheme finally takes effect i.e. the approval/sanction of the Scheme by Hon'ble NCLT:

4.8.1 Each of the Transferor Company Nos. 6, 7, 8, 9 and 10 shall be deemed to have been carrying on and shall carry on their respective businesses and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the Undertaking of the Transferor Company Nos.6, 7, 8, 9 and 10 for and on account of, and in trust for, the Transferee Company No.2. The Transferor Company Nos.6, 7, 8, 9 and 10 hereby undertake to hold the Undertaking of the Transferor Company Nos.6, 7, 8, 9 and 10 with utmost prudence until the date of Scheme coming into effect.

4.8.2 The Transferor Company Nos. 6, 7, 8, 9 and 10 shall in the ordinary course of business or otherwise, carry on their respective businesses and activities with reasonable diligence and business prudence. All such actions shall include without limitation, the ability to undertake any actions in relation to their businesses and fulfill all past, existing and/or future commitments with respect to their businesses including the sale/disposal of any or all of their assets and/or further investment of proceeds thereof.

4.8.3 All the profits or income, duties/taxes (including but not limited to advance tax, minimum alternate tax, value added-tax, input tax credit, goods and services tax, and tax deducted at source) or any costs, charges, expenditure accruing to the Transferor Company Nos.6, 7, 8, 9 and 10 or expenditure or losses arising or incurred or
suffered by the Transferor Company Nos.6,7,8,9 and 10 from the Appointed Date, regardless of the period to which they relate, shall for all purposes be treated and be deemed to be and accrue as the profits, duties/taxes (including but not limited to advance tax, minimum alternate tax, value added tax, input tax credit, goods and services tax, and tax deducted at source), incomes, costs, charges, expenditure or losses of Transferee Company No.2, as the case may be. The Transferee Company No.2 shall, upon the Scheme coming into effect, be entitled to revise the tax/other relevant returns, if any, filed by it or by each of the Transferor Company Nos.6,7,8,9 and 10 in respect of the previous year(s), notwithstanding that the time prescribed for such revision may have elapsed.

4.9 Dividends

4.9.1 The Transferor Company Nos.6, 7, 8, 9 and 10 and the Transferee Company No.2 shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Scheme coming into effect. The dividend, if any, shall be declared by the Transferor Company Nos.6, 7, 8, 9 and 10 only with the prior written consent of the Board of Directors of the Transferee Company No.2.

4.9.2 Subject to the provisions of the Scheme, the profits of the Transferor Company Nos.6, 7, 8, 9 and 10 for the period beginning from the Appointed Date, shall belong to and be the profits of the Transferee Company No.2 and will be available to the Transferee Company No.2 for being disposed of in any manner as it thinks fit.

4.9.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company Nos.6,7,8,9 and 10 and/or the Transferee Company No.2 to demand or claim any dividends which, subject to the provisions of the 2013 Act, shall be entirely at the discretion of the Board of Directors of the Transferer Companies Nos. 6 to 10 and Transferee Company No.2, subject to such approval of the shareholders, as may be required.
4.10 Resolutions, limits and borrowing powers:

Upon the Scheme coming into effect:

The resolutions, if any, of each of the Transferor Company Nos.6,7,8,9 and 10, which are valid and subsisting on the date of Scheme coming into effect, shall continue to be valid and subsisting and be considered as resolutions of Transferee Company No.2 and if any such resolutions have upper monetary limits being imposed under the provisions of the 2013 Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in Transferee Company No.2.

4.11 On the Scheme becoming effective and with effect from the Appointed Date, the Transferor Company Nos.6,7,8,9 and 10 shall stand dissolved without the process of winding up and in accordance with the sequence mention in the present Scheme and without any further act by the parties.

4.12 Reorganization of Capital Structure:

Authorized Share Capital

Upon the Scheme coming into effect, the Authorized Share Capital of Transferee Company No.2 shall, without any further act or deed, stand increased by the amount equal to the authorized share capital of the Transferor Company Nos.6, 7, 8, 9 and 10. The fees/duty already paid by the Transferor Company Nos.6, 7, 8, 9 and 10 for their authorized share capital shall be deemed to have been paid by the Transferee Company No.2.

The Authorized Share Capital of the Transferee Company No.2 is presently Rs.300,00,00,000 divided into 1,000 Equity Shares of Rs.100/- each, 6,000 Preference Shares of Rs.100/- each and 2,99,93,000 20% Preference shares of Rs.100 each. The existing Authorized Share Capital consisting of Equity (Rs.10/- in case of Transferor Company no.10), Ordinary "A", Equity "A" and Ordinary "B" Shares of Rs.100/- each as appearing in the Transferor Companies No. 6, 7, 8, 9 and 10 and the Transferee Company No.2, as the case may be, will be reclassified into 4,52,029 Equity Shares of Rs.10/- each of the Transferee Company No.2 under the Scheme.

x Vishal Food and Investments Private Limited

For Megha Estates Private Limited

For Mednur Housing and Development Company (A Private Company with Unlimited Liability)

For Kishonir Real Estates Company

(A Private Company with Unlimited Liability)

For Panchsheel Investment Company

(A Private Company with Unlimited Liability)

For Balaji Consultants & Investment Private Limited

For Sidhant Housing and Development Company

(A Private Company with Unlimited Liability)

x Ravi

Company Secretary

Director

Director

Company Secretary

Director

Company Secretary
Accordingly, on the date of sanction of Scheme, Clause V of the Memorandum of Association of Transferee Company No. 2 shall be omitted and replaced with the following:

"The Authorized Share Capital of the Company is Rs. 371,56,00,000 divided into 4,52,020 Equity Shares of Rs. 10/- each, 48,890 Preference Shares of Rs. 100/- each, and 3,70,01,908 20% - Non-Cumulative Preference shares of Rs. 100/- each."

It is hereby clarified that upon the Scheme coming into effect, the provisions of Sections 4, 5, 13, 14 & 61 and other applicable provisions, if any, of the 2103 Act in relation to increase in and reclassification of the Authorized Share Capital of the Transferee Company No. 2 shall be considered to be complied with in accordance with the sequence mentioned in the present Scheme and the Transferee Company No. 2 is not required to do any further acts, deeds or things, unless specifically required under the 2013 Act.

4.13 Paid Up Capital:

Upon the Scheme coming into effect, and without any further application, act or deed, the following actions will be undertaken:

The shares including but not limited to equity shares and 20% Non-Cumulative Preference Shares held among the Transferee Company Nos. 6, 7, 8, 9 and 10 and between Transferee Company Nos. 6, 7, 8, 9 and 10 and Transferee Company No. 2 as on the Completion Date 1 shall stand cancelled.

Share certificates in respect of the shares cancelled held by the Transferee Company Nos. 6, 7, 8, 9 and 10 among themselves and between Transferee Company Nos. 6, 7, 8, 9 and 10 and the Transferee Company No. 2 shall, without any further application, act, instrument, or deed, be deemed to have been automatically cancelled.

Rajdhani / Transferee Company No. 2:

(i) The Transferee Company No. 2 shall not issue any fresh Equity Shares to the equity shareholders of Transferee Company Nos. 6, 7, 8 and 10 as their shareholder being companies stand amalgamated under the
Scheme. The remaining equity shareholders of the Transferor Company No. 9 shall be issued and allotted 703 equity shares of face value of Rs. 10/- each of Transeree Company No. 2 for every 01 equity share of Rs. 100/- each held in Transferor Company No. 9 on the Record date as per the Swap Ratio and share certificates in respect of the Shares held by remaining equity shareholders shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. Any fraction of equity share to be issued and allotted shall be rounded up to the next integer.

In lieu of the 42888 Preference Shares held by the Trust, in the Transferor Company No. 6, 7, 8 and 9, the Transeree Company No. 2 shall issue and allot 02 equity shares as per the Swap Ratio, and share certificates in respect of the Preference Shares held by the Trust shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. Any fraction of equity share to be issued and allotted shall be rounded up to the next integer.

4.14 Reduction of Share Capital of Transeree Company No. 2:

4.14.1 Upon the Scheme coming into effect, the existing share capital of the Transeree Company No. 2 shall stand reduced to the extent of the equity share capital held by the equity shareholders of the Transeree Company No.2 (i.e. Transferor Company 6, 7 and 8), accordingly, the share certificates of the Transeree Company No. 2 in relation to the Equity Shares held by its equity shareholders (i.e. Transferor Company 6, 7 and 8) shall, without any further application, act, instrument, or deed, be deemed to have been automatically cancelled.

4.14.2 Further, 20% Non-Cumulative Redeemable Preference Shares held by Transferor Company No. 6, 9 and 10 shall stand extinguished / cancelled as part of the Scheme as these Transferor Companies shall stand amalgamated as part of the Scheme.

4.14.3 The capital reduction as stated above shall be effected as a part of this Scheme itself and not under a separate procedure in terms of Section 66 of the 2013 Act. The consent of the shareholders of the Transeree Company No.2 to this Scheme shall be deemed to be the consent of its shareholders for the purpose of effecting the reduction.
under the provisions of Section 66 or under any other applicable provisions of the 2013 Act and no further compliances would be separately required.

4.14.4 The reduction of capital of the Transferee Company No. 2, as above, does not involve any diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form.

4.14.5 Notwithstanding, the reduction of capital of the Transferee Company No. 2 under the provisions of this Scheme, the Transferee Company No. 2 shall not be required to add “And Reduced” as suffix to its name and the order of the Hon’ble NCLT sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act.

4.15 Accounting Treatment:

Upon the Scheme becoming effective from the Appointed Date, the Transferee Company No. 2 shall follow “purchase method of accounting” and the accounting treatment shall be in compliance with Accounting Standard 14 - Accounting for Amalgamations, issued by the Institute of Chartered Accountants of India:

(i) The Transferee Company No. 2 shall allocate the consideration to individual identifiable assets and liabilities on the basis of their fair values as on the date of amalgamation;

(ii) Inter-se investments and balances held amongst Transferor Company Nos. 6 to 10 and between the Transferor Company Nos. 6 to 10 and the Transferee Company No. 2 shall stand cancelled.

(iii) The Transferee Company No. 2 shall credit the Equity Share Capital Account in its books of accounts by the aggregate face value of equity shares issued and allotted by it to the shareholders of the Transferor Company Nos. 6 to 10 pursuant to Clause 4.13 of this Scheme and shall credit the difference between the fair value of the shares issued and their aggregate face value to the securities premium account.

For Megha Estates Private Limited

For Kohinoor Real Estates Company
(A Private Company with Unlimited Liability)

For Panchsheel Investment Company
(A Private Company with Unlimited Liability)

For Ruhana Naka Integrated Private Limited
(A Private Company with Unlimited Liability)

For DLF Investments Private Limited
Company Secretary

For Hindustan Electrical Lighting Private Limited
Company Secretary

For DLF Investments Private Limited
Company Secretary

For DLF Investments Private Limited
Company Secretary

For Ruhana Naka Integrated Private Limited
Company Secretary
(iv) The aggregate of the excess of Net Assets of the Transferor Company Nos. 6 to 10 vested in the Transferee Company No. 2 over and above the amount:

a. Credited by the Transferee Company No. 2 to Share Capital Account and the Securities Premium; and

b. Adjusted for cancellation of the inter-se investments and balances in the books of the Transferee Company No. 2

shall be recorded as Capital Reserve. The shortfall, if any shall be debited to the Goodwill Account of the Transferee Company No. 2.

(v) To the extent that there are inter-corporate loans or balances between and amongst the Transferor Company Nos. 6 to 10 and Transferee Company No. 2, the obligations in respect thereof shall come to an end.

PART - V: AMALGAMATION OF THE TRANSFEREE COMPANY NO. 1 WITH THE TRANSFEREE COMPANY NO. 2 / THE ULTIMATE TRANSFEREE COMPANY

5 AMALGAMATION OF THE TRANSFEREE COMPANY NO. 1 INTO AND WITH THE TRANSFEREE COMPANY NO. 2 / THE ULTIMATE TRANSFEREE COMPANY:

5.1 Transfer of Undertaking:

On the Scheme coming into effect and with effect from the Appointed Date, the Undertaking of the Transferee Company No. 1 shall, pursuant to the sanction of this Scheme by the NCLT and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the 2013 Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company No. 2 / the Ultimate Transferee Company as a going concern, without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the undertaking of the Transferee Company No. 2 by virtue of and in the manner provided in this Scheme.
5.2 Transfer of Assets:

Without prejudice to the generality of Clause 5.1 above, on the Scheme coming into effect and with effect from the Appointed Date:

(a) All the assets and properties comprised in the Undertaking of the Transeeree Company No.1 of whatsoever nature and where so ever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the 2013 Act, without any further act or deed, be and stand transferred to and vested in the Transeeree Company No.2 or be deemed to be transferred to and vested in the Transeeree Company No.2 as a going concern so as to become, as and from the Appointed Date, the assets and properties of the Transeeree Company No.2.

(b) Without prejudice to the provisions of Clause 5.2(a) above, in respect of such of the assets and properties of the Transeeree Company No.1 as are movable in nature or incorporeal property or otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transeeree Company No.1 and shall, upon such transfer, become the assets and properties of the Transeeree Company No.2 as an integral part of the Undertaking of the Transeeree Company No.2, without requiring any separate deed or instrument or conveyance for the same.

(c) In respect of movables other than those dealt with in Clause 5.2(b) above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, quasi-government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transeeree Company No.2 without any notice or other intimation to the debtors (although the Transeeree Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stand transferred and vested in the Transeeree Company No.2).
(d) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferee Company No.1 and all rights and benefits that have accrued or which may accrue to the Transferee Company No.1, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the 2013 Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company No.2 so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company No.2 and shall remain valid, effective and enforceable on the same terms and conditions.

(e) All assets and properties of the Transferee Company No.1 on the Appointed Date, whether or not included in the books of the Transferee Company No.1 and all assets and properties which are acquired by the Transferee Company No.1 on or after the Appointed Date but prior to the Sanction of the Scheme, shall be deemed to be and shall become the assets and properties of the Transferee Company No.2, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the 2013 Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company No.2 on the Scheme coming into effect pursuant to the provisions of Sections 230 to 232 of the 2013 Act, provided however that no onerous asset shall have been acquired by the Transferee Company No.1 after the date of filing at the Scheme without the prior written consent of the Board of Directors of the Transferee Company No.2.

5.3 Transfer of Liabilities:

5.3.1 On the Scheme coming into effect and with effect from the Appointed Date, all liabilities relating to and comprised in the

For Videocon Telecommunications Private Limited
[Signature]
Company Secretary

For Mehta Estates Private Limited
[Signature]
Director

For Madhubani Housing and Development Company
(A Private Company with Unlimited Liability)
[Signature]
Director

For Khubin Real Estates Company
(A Private Company with Unlimited Liability)
[Signature]
Director

For Panchsheel Investment Private Limited
(A Private Company with Unlimited Liability)
[Signature]
Director

For Bhandari Consultants & Investment Private Limited
[Signature]
Director

For Sidhant Housing and Development Company
(A Private Company with Unlimited Liability)
[Signature]
Director

For Rajeshwari Investments & Agencies Private Limited
[Signature]
Company Secretary
Undertaking of the Transferee Company No.1, including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferee Company No.1 of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the "Transferee Company No.1 Liabilities"), shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the 2013 Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company No.2, along with, any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company No.2 to the extent they are outstanding on the date Scheme coming into effect so as to become as and from the Appointed Date the liabilities of the Transferee Company No.2 on the same terms and conditions as were applicable to the Transferee Company No.2, and the Transferee Company No.2 shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Transferee Company No.1 Liabilities have arisen in order to give effect to the provisions of this Clause 5.3.

5.3.2 All debts, liabilities, duties and obligations of the Transferee Company No.1 as on the Appointed Date, whether or not provided in the books of the Transferee Company No.1, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferee Company No.1 on or after the Appointed Date till the Scheme coming into effect, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company No.2 by virtue of this Scheme.

5.3.3 Where any such debts, loans raised, liabilities, duties and obligations of the Transferee Company No.1 as on the Appointed Date have been discharged or satisfied by the Transferee Company No.1 after the Appointed Date and prior to the Sanction of the Scheme, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company No.2.
5.3.4 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferee Company No.1 in the ordinary course of its business after the Appointed Date and prior to the sanction of the Scheme shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company No.2 and to the extent they are outstanding on the date of Scheme coming into effect, shall, on the sanction of the Scheme and under the provisions of Sections 230 to 232 of the 2013 Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company No.2 and shall become the loans and liabilities, duties and obligations of the Transferee Company No.2 which shall meet, discharge and satisfy the same.

5.3.5 Upon Scheme coming into effect and till such time the names of the bank accounts, demat accounts etc. of the Transferee Company No.1 are replaced with that of the Transferee Company No.2, the Transferee Company No.2 shall be entitled to operate the bank accounts and demat accounts of the Transferee Company No.1 in its name, in so far as may be necessary.

5.4 Legal Proceedings:

All suits, actions, claims and legal proceedings by or against the Transferee Company No.1 pending and/or arising on or before the Scheme coming into effect shall be continued and/or enforced as desired by the Transferee Company No.2 and on and from the Scheme coming into effect, shall be continued and/or enforced by or against the Transferee Company No.2 as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company No.2.

5.5 Contracts and Deeds:

5.5.1 Subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, incentives, licences, permits, consents, engagements, registrations and other instruments (including all tenancies, leases, licenses and other assurances in favour of the Transferee Company No.1 or powers or authorities granted by or to them) of whatsoever nature to which the Transferee Company No.1...
is a party to or to the benefit of which the Transferee Company No.1 may be eligible, and which have not lapsed and are subsisting on the Scheme coming into effect, shall remain in full force and effect against or in favour of the Transferee Company No.2 as the case may be, and may be enforced by or against the Transferee Company No.2 as fully and effectually as if, instead of the Transferee Company No.1, the Transferee Company No.2 had been a party or beneficiary thereto.

5.5.2 The Transferee Company No.2 shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 5.5.1 above and to the extent that the Transferee Company No.1 is required, prior to the Sanction of the Scheme to join in such deeds, writings or confirmations, the Transferee Company No.2 shall under the provisions of this Scheme, be deemed to be authorized to act for and on behalf of and in the name of the Transferee Company No.1.

5.6 Saving Of Concluded Transactions:

The transfer of the Undertaking of the Transferee Company No.1 under Clause 5.1, assets and liabilities of the Transferee Company No.1 under Clauses 5.2 and 5.3 above, continuance of the legal proceedings under Clause 5.4 above and the effectiveness of contracts and deeds under Clause 5.5 above, shall not affect any transaction or proceedings already concluded by the Transferee Company No.1, on or before the Appointed Date or concluded after the Appointed Date in the Event of the Sanction of the Scheme, to the end and intent that the Transferee Company No.2 accepts and adopts all acts, deeds and things done and executed by the Transferee Company No.1 in respect thereto, as if done and executed on its behalf.

5.7 Employees and Directors:

All the employees, if any, of the Transferee Company No.1 in service on the date of Scheme coming into effect shall, on and from the date of sanction of the Scheme, become the employees of the Transferee Company No.2 on the terms and conditions not less favorable than those on which they were engaged by the Transferee Company No.1 on the date of Scheme coming into effect.

For Megha Estates Private Limited
For Kohinoor Real Estates Company
For Panchsheel Investment Company
For Siddharth Housing and Development Company
For Mahendr Associates
For Infracon Private Limited
For Gopalakrishna Investments Private Limited

Vishal Foods and Investments Private Limited
DLF Investments Private Limited
Haryana Electric Utility Private Limited
Ashrita Properties and Development Company
(Private Company with Unlimited Liability)
(Private Company with Unlimited Liability)
(A Private Company with Unlimited Liability)
(A Private Company with Unlimited Liability)
(A Private Company with Unlimited Liability)
(ii) Upon the Scheme coming into effect, the services of the employees, if any, of the Transferee Company No.1 will be treated as having been continuous, without any break, discontinuance or interruption in the Transferee Company No.2.

Subject to the provisions of Clauses 5.1 to 5.5 above, upon the Scheme coming into effect, the Directors of the Transferee Company No.1 immediately preceding the date of sanction of the Scheme, shall cease to be the directors of the Transferee Company No.1 and shall have no claim against the Transferee Company No.1 or Transferee Company No.2 on account of cessation of their directorships from the Transferee Company No.1.

5.8 Conduct of Business between Appointed Date and the date of Approval / Sanction of the Scheme:

With effect from the Appointed Date and up to the date on which this Scheme finally takes effect i.e. the approval / sanction of the Scheme by Hon'ble NCLT:

5.8.1 The Transferee Company No.1 shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stand possessed of and shall hold and stand possessed of the Undertaking of the Transferee Company No.1 for and on account of, and in trust for, the Transferee Company No.1. The Transferee Company No.2 hereby undertakes to hold the Undertaking of the Transferee Company No.1 with utmost prudence until the date of Scheme coming into effect.

5.8.2 The Transferee Company No.1 shall in the ordinary course of business or otherwise, carry on its businesses and activities with reasonable diligence and business prudence. All such actions shall include without limitation, the ability to undertake any actions in relation to its business and will all past, existing and/or future commitments with respect to its business including the sale/disposal of any or all of its assets and/or further investment of proceeds thereof.

5.8.3 All the profits or income, duties/taxes (including but not limited to advance tax, minimum alternate tax, value added tax, input tax

[Signatures of directors and secretary]
credit, goods and services tax and tax deducted at source; or any costs, charges, expenditure accruing to the Transferee Company No.1 or expenditure on losses arising or incurred or suffered by the Transferee Company No.1 from the Appointed Date, regardless of the period to which they relate, shall for all purpose be treated and be deemed to be and accrue as the profits, duties/taxes (including but not limited to advance tax, minimum alternate tax, value added tax, input tax credit, goods and services tax and tax deducted at source), incomes, costs, charges, expenditure or losses of Transferee Company No.2, as the case may be. The Transferee Company No.2 shall, upon the Scheme coming into effect, be entitled to revise the tax/other relevant returns, if any, filed by it or by the Transferee Company No.1 in respect of the previous year(s), notwithstanding that the time prescribed for such revision may have elapsed.

5.9 Dividends:

5.9.1 The Transferee Company No.1 and the Transferee Company No.2 shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Scheme coming into effect. The dividend, if any, shall be declared by the Transferee Company No.1 only with the prior written consent of the Board of Directors of the Transferee Company No.2.

5.9.2 Subject to the provisions of the Scheme, the profits of the Transferee Company No.1 for the period beginning from the Appointed Date, shall belong to and be the profits of the Transferee Company No.2 and will be available to the Transferee Company No.2 for being disposed of in any manner as it thinks fit.

5.9.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Transferee Company No.1 and/or the Transferee Company No.2 to demand or claim any dividends which, subject to the provisions of the 2013 Act, shall be entirely at the discretion of the Board of Directors of the Transferee Company No.1 and Transferee Company No.2, subject to such approval of the shareholders, as may be required.
5.10 Resolutions, limits and borrowing powers:

5.10.1 The resolutions, if any, of the Transferee Company No.1, which are valid and subsisting on the date of Scheme coming into effect shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company No.2 and if any such resolutions have upper monetary limits being imposed under the provisions of the 2013 Act, or any other applicable provisions, than the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company No.2.

5.10.2 On the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company No.1 shall stand dissolved without the process of winding up and in accordance with the sequence mention in the present scheme without any further act by the parties.

5.11 On the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company No.1 shall stand dissolved without the process of winding up and in accordance with the sequence mention in the present Scheme and without any further act by the parties.

5.12 Reorganization of Capital Structure:

Authorized Share Capital:

Upon the Scheme coming into effect the Authorized Share Capital of Transferee Company No.2 shall, without any further act or deed, stand increased by the amount equal to the authorized share capital of Transferee Company No.1.

The Authorized Share Capital of the Transferee Company No.2/Ultimate Transferee Company is presently Rs.371,56,00,000 divided into 4,52,020 Equity Shares of Rs.10/- each, 4,890 Preference Shares of Rs.100/- each and 3,70,61,908 2% Non-Cumulative Preference shares of Rs.100/- each. The existing Preference Shares and 22% Non-Cumulative Preference shares of Rs.100/- each as appearing in the Transferee Company No.1 and the Transferee Company No.2, as the case may be, will be reclassified into 371,29,6,740 Equity Shares of Rs.10/- each of the Transferee Company No.2/Ultimate Transferee Company under the Scheme. The fees/duty already
paid by the Transferee Company No. 1 for their authorized share capital shall be deemed to have been paid by the Transferee Company No. 2.

Pursuant to the reorganization of the paid up capital of Transferee Company No. 2 as set out hereunder, on the date of sanction of Scheme, Clause V of the Memorandum of Association of Transferee Company No. 2 shall be omitted and replaced with the following:

"The Authorized Share Capital of the Company is Rs. 382,96,75,000 divided into 38,29,67,500 Equity Shares of Rs. 10/- each"

5.12.1 It is hereby clarified that upon the Scheme coming into effect, the provisions of Sections 4, 5, 13, 14 & 61 and other applicable provisions, if any, of the 2013 Act in relation to increase in Authorized Share Capital of the Transferee Company No. 2 shall be considered to be complied with and the Transferee Company No. 2 is not required to do any further acts, deeds or things, unless specifically required under the 2013 Act.

5.13 Paid Up Capital:

(i) The equity shareholders of the Transferee Company No. 1 shall be issued and allotted 27 equity shares of Transferee Company No. 2 for every 1000 equity shares held in Transferee Company No. 1 on the Record date as per the Swap Ratio. Share certificates in respect of the Shares held by the shareholders of the Transferee Company No.1 shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. Any fraction of equity share to be issued and allotted by the Transferee Company No.2 shall be rounded up to the next integer.

(ii) In lieu of the 4,748 Preference Shares held by the Trust, in the Transferee Company No. 1, the Transferee Company No. 2 shall issue and allot 01 equity share as per the Swap Ratio. Share certificates in respect of the Preference Shares held by the Trust, in the Transferee Company No. 1 shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. Any fraction of equity share to be issued and allotted shall be rounded up to the next integer.

For Vimal Foods and Investments Private Limited

For Megha Estates Private Limited

For Madhub Housing and Development Company

(A Private Company with Unlimited Liability)

For DLF Investments Private Limited

For Kohinoor Real Estates Company

(A Private Company with Unlimited Liability)

Company Secretary

Company Secretary

For Panchsheel Investment Company

(A Private Company with Unlimited Liability)

For Vimal Housing and Development Company

(A Private Company with Unlimited Liability)

For Bsdac Consultants & Investment Private Limited

Director

Director

Director

Company Secretary

Company Secretary

Rajibla Investments & Associates Private Limited

(A Private Company with Unlimited Liability)
(iii) The new shares in the Transferee Company No. 2 to be issued to the remaining shareholders of Transferee Company No. 1 shall be subject to the Memorandum and Articles of Association of the Transferee Company No.2 and the Equity Shares shall rank pari passu in all respects with the existing equity shares in the Transferee Company No.2.

5.13.1 6000 Preference Shares held by the Trust in Transferee Company No. 2, shall be redeemed and the provisions of Section 55 and other applicable provisions, if any, of the 2013 Act in relation to redemption of preference share of the Transferee Company No. 2 shall be considered to be complied with and the Transferee Company No. 2 is not required to do any further acts, deeds or things.

5.14 REDUCTION OF SHARE CAPITAL OF TRANSFEREE COMPANY NO. 2

(a) Upon the Scheme coming into effect and as an integral part of the Scheme, the existing 20% preference share capital of the Transferee, Company No. 2 as held by Kohinoor (Transferor Company No.5) shall stand extinguished & cancelled as the Transferor Company No.5 or/and Transferee Company No.1 shall amalgamate with the Ultimate Transferee Company as a part of this Scheme and share certificates in respect of the shares cancelled shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled.

(b) The capital reduction as stated in Clause 5.14 above shall be effected as an integral part of this Scheme itself and not under a separate procedure in terms of Section 66 of the Act. The consent of the shareholders of the Transferee Company No.2 to this Scheme shall be deemed to be the consent of its shareholders for the purpose of effecting the reduction under the provisions of Section 66 or under any other applicable provisions of the Act and no further compliances would be separately required as laid down under Section 66 of the Act:

(c) The reduction of capital of the Transferee Company No.2, as above, does not involve any diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form.
5.15 Accounting Treatment:

Upon the Scheme becoming effective from the Appointed Date, the Transferee Company No. 2 shall follow 'purchase method of accounting' and the accounting treatment shall be in compliance with Accounting Standard 14 - Accounting for Amalgamations, issued by The Institute of Chartered Accountants of India.

i) The Transferee Company No. 2 shall allocate the consideration to individual identifiable assets and liabilities on the basis of their fair values as at the date of amalgamation.

ii) Inter-se investments and balances held between Transferee Company No. 1 and the Transferee Company No. 2 shall stand cancelled.

iii) The Transferee Company No. 2 shall credit the Equity Share Capital Account in its books of accounts by the aggregate face value of equity shares issued and allotted by it to the shareholders of the Transferee Company No. 1 pursuant to Clause 5.13 of this Scheme and shall credit the difference between the fair value of the shares issued and their aggregate face value to the securities premium account.

iv) The aggregate of the excess of Net Assets of the Transferee Company No. 1 vested in the Transferee Company No. 2 over and above the amount:

a. Credited by the Transferee Company No. 2 to Share Capital - Account and the Securities Premium; and

b. Adjusted for cancellation of the inter-se investments and balances in the books of the Transferee Company No. 2.
shall be recorded as Capital Reserve. The shortfall, if any, shall be debited to the Goodwill Account of the Transferee Company No. 2.

vi) To the extent that there are inter-corporate loans or balances between and amongst the Transferee Company No. 1 and Transferee Company No. 2, the obligations in respect thereof shall come to an end.

PART - VI - SEQUENCE OF EFFECTIVENESS OF THE SCHEME

6. Upon the Scheme coming with effect from the Appointed Date Part III, IV and V of this scheme shall be deemed to have occurred and taken effect and operative only in the sequence and in the order mentioned below:

6.1 Amalgamation of Transferor Company Nos. 1 to 4 into, and with the Transferee Company No. 1 as set out in Part III of this Scheme, and (ii) the amalgamation of the Transferor Company Nos. 5 to 10 into and with the Transferee Company No. 2 as set out in Part IV of this Scheme shall take effect simultaneously ("Completion date1") and be operative prior to the coming into effect of Part V of this Scheme. Any references in Part III and Part IV of this Scheme to "upon the Scheme coming into effect or "on the Scheme becoming effective" shall refer to Completion date1;

6.2 Part V of this Scheme shall take effect and become operative after coming into effect of Part III and Part IV of this Scheme on Completion date1, ("Completion date 2"). Any references in Part V of this Scheme to "upon the Scheme coming into effect or "on the Scheme becoming effective" shall refer to Completion date2.

PART - VII - GENERAL TERMS AND CONDITIONS

7. GENERAL TERMS AND CONDITIONS

7.1 Application to the NCLT:

All the companies involved in the present Scheme shall, with all reasonable dispatch, make applications to the NCLT Bench at Ahmedabad, Gujarat or any other Bench/court/authority having jurisdiction to sanction the scheme, for sanctioning this Scheme under Sections 230 to 232 of the 2013 Act, for an order or orders thereof, for carrying this Scheme into effect and
7.2 Modification or Amendment to this Scheme:

Each of the Transferor and Transferee Companies acting through their respective Board of Directors (or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof) may, in their full and absolute discretion, assent to any amendments, alterations or modifications to this Scheme, which the NCLT and/or any other authorities may deem fit to direct, approve or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme. Each of the Merger Companies acting through their respective Board of Directors (or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof) be and hereby authorized to take such steps and do all acts, deeds and things, as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of the order of the NCLT or of any directive or direct orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith and may also in their full and absolute discretion, withdraw or abandon this Scheme at any stage prior to the sanction of the Scheme.

7.3 Conditionality of this Scheme:

This Scheme, although to come into operation from the Appointed Date shall not become effective and is conditional upon and subject to:

7.3.1 Approval of the Scheme by the respective members and creditors (if applicable) of the companies as may be directed by the NCLT;

7.3.2 Sanctions, and orders under the applicable provisions of the Companies Act, 2013 being granted by the Hon'ble NCLT;

7.3.3 All other sanctions and approvals as may be required by Applicable Law in respect of this Scheme being obtained;
7.4 Costs.

All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or NCLT's order including this Scheme or in relation to or in connection with negotiations leading up to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the Transferee Company No.2.

7.5 EFFECT OF NON-APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding Clauses not being obtained and/or the Scheme not being sanctioned by the Hon'ble NCLT and/or the Order not being passed as aforesaid before 31.12.2019, the Board of Directors of the Transferor Companies and the Transferee Company No.1 and Transferee Company No.2 are hereby empowered and authorized to agree and extend the above time limit of the Scheme from time to time without any limitations.

It is further provided that in a case if the Board of Directors of any of the companies as being part of the Scheme, at any stage prior to the Scheme coming into effect, decide not to proceed further with the Scheme and withdraw the consent of the respective company to the Scheme, in such case, the Scheme in its entirety shall not be proceeded with by any party and this Scheme shall stand revoked, cancelled and be of no effect.

7.6 Severability:

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

For Vedanta Foods and Investments Private Limited

[Signature]
Director

For DLF Investments Private Limited

[Signature]
Company Secretary

For Megha Estates Private Limited

[Signature]
Director

For Kohinoor Real Estates Company
(A Private Company with Unlimited Liability)

[Signature]
Director

For Maha Housing and Development Company
(A Private Company with Unlimited Liability)

[Signature]
Director

For Parvatiya Investment Company
(A Private Company with Unlimited Liability)

[Signature]
Director

For Seshadri Estates and Development Company
(A Private Company with Unlimited Liability)

[Signature]
Director

For Rudra Investments & Agrotrade Private Limited

[Signature]
Company Secretary
7.7 Miscellaneous:

7.7.1 If any of the conditions that may be imposed by the NCLT and/or competent authority, which any or all of the Companies involved in the scheme may find unacceptable for any reason whatsoever, then they are at liberty to withdraw the Scheme.

7.7.2 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the joint decision of the Companies, affect the validity of or implementation of the other part and/or the provisions of this Scheme.

7.7.3 No investigation or proceedings under the 2013 Act or under the erstwhile Companies Act, 1956 is pending against any of the Transferor Companies or transferee Company involved in the present Scheme of Arrangement.

7.7.4 Schedule of Properties of the Transferor Company Nos. 1 to 10, which also forms part of present Scheme is annexed as Schedule 1 to the present Scheme of Arrangement.

7.7.5 Upon sanction of Scheme by the NCLT, the certified copy of the order of the NCLT shall be filed with the Registrar of Companies at Ahmedabad, Gujarat.
## SCHEDULE C

VISHAL FOODS AND INVESTMENTS PRIVATE LIMITED

Corporate Office: Ground Floor, DLF Gateway Tower, DLF Cyber City, Phase III, Gurgaon -122002

DIN: 0748996C || ITR: 07CG/12/00/095222

Tel: (011) 12474353 || E-mail: corpdev@vih.com

SHORT PARTICULARS OF ALL THE PROPERTIES, RIGHTS & INTERESTS OF THE TRANSFEROR COMPANY NO. 01, i.e. VISHAL FOODS AND INVESTMENTS PRIVATE LIMITED AS ON 30.09.2017 TO BE TRANSFERRED TO AND HELD IN THE TRANSFEREE COMPANY, i.e. RAJDIKHAN INVESTMENTS & AGENCIES PRIVATE LIMITED.

IN PART I, II AND III OF THE SCHEDULE (FORM NO. 42)

### PART I

**[A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE TRANSFEROR COMPANY]**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A plot of land measuring 396.60 sq. ft. situated at DLF City Phase V, Gurugram, Haryana.</td>
</tr>
</tbody>
</table>

### PART II

**[A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY]**

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### PART III

**[A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY]**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7,49,45,500 Equity Share of ₹ 2 each of DLF Ltd.</td>
</tr>
<tr>
<td>2</td>
<td>5,00,000 Equity Share of ₹ 10 each of Aditya Real Estate Developers Private Limited</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,50,00,000 26% Non-Cumulative Redeemable Preference Shares of ₹ 100 each Real Estate Developers Services Private Limited</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Investment in Partnership Firm: Ex Som Batla Fityals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Capital Account at ₹ 1,50,000</td>
</tr>
</tbody>
</table>

**Details of Bank Account:**

<table>
<thead>
<tr>
<th>Particulars of Bank Accounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sl. No.</td>
</tr>
<tr>
<td>--------</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>

**Particulars of Draft Account:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Beneficiary participate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Ltd D/10-210302499 and Client ID: 33585854</td>
</tr>
</tbody>
</table>

For Vimal Foods and Investments Private Limited

For Vimal Foods and Investments Private Limited

Authorised Signatory

Registered Office: MC Shek House, 1B, FF, Avantika Society, Nr. Narangur Railway Crossing, Narangur, Ahmedabad, Gujarat - 380013, Tel.: (+91-79) 27693600
MEGHA ESTATES PRIVATE LIMITED

Corporate Office: Ground Floor, DLF Gateway Tower, DLF Cyber City, Phase III, Gurgaon-122003
CIN: U74898PB1989PTC029785
Tel: (+91-124) 4595006
E-mail: corpds@yahoo.com

SHORT PARTICULARS OF ALL THE PROPERTY(IES), RIGHTS & POWERS OF THE TRANSFEROR COMPANY NO. 02, i.e. MEGHA ESTATES PRIVATE LIMITED AS ON 30.09.2017 TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY, i.e. RAJDHANI INVESTMENTS & AGENCIES PRIVATE LIMITED.

IN PART I, PART-II AND PART-III OF THE SCHEDULE (FORM NO. 42)

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A Plot of land measuring 333.83 Sq. Yds. situated at DLF City Phase V, Gurugram, Haryana</td>
</tr>
</tbody>
</table>

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NIL</td>
</tr>
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PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

Investments:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>34,44,000 no. Equity Share of ₹ 2 each of DLF Limited</td>
</tr>
<tr>
<td>2</td>
<td>10,000 no. Equity Share of ₹ 10 each of Aastek Real Estate Developers Private Limited</td>
</tr>
<tr>
<td>3</td>
<td>1,25,00,000 no. Equity Share of ₹ 10 each of DLF Urvo Real Estate Developers &amp; Services Private Limited</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0,000 no. 10% Non-Cumulative Redeemable Preference Shares of ₹ 100 each of Aastek Real Estate Developers Private Limited</td>
</tr>
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</table>

Details of Bank Account:

Particulars of Bank Accounts

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Bank</th>
<th>Branch Address</th>
<th>Account Type &amp; Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Limited</td>
<td>9A, Parel, Churchgate, Mumbai, Maharashtra</td>
<td>Current Account- 070010005001419</td>
</tr>
<tr>
<td>2</td>
<td>Kotak Mahindra Bank</td>
<td>G-3A J J Ground Floor, Amba Dheer, 14, Kailas Bhavan, New Delhi</td>
<td>Current Account- 001123200</td>
</tr>
</tbody>
</table>

Particulars of Demat Accounts

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Depository participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Limited DP ID - IN000228 and Client ID - 5133766</td>
</tr>
</tbody>
</table>

For Megha Estates Private Limited

Arun Kumar Gupta
Authorised Signatory

Registered Office: MC Shah House, 1/b, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad, Gujarat- 380013, Tel.: (+91-79) 27683006
MADHUR HOUSING AND DEVELOPMENT COMPANY
(A Private Company with Unlimited Liability)
CIN: U74999GB1988ULT297024
Corporate Office: Ground Floor, DLF Gateway Tower, DLF Cyber City, Phase-II, Gurgaon-122002
Tel: (+91-124) 4399808, E-mail: corpdb@gmail.com

SHORT PARTICULARS OF ALL THE PROPERTY(IES), RIGHTS & POWERS OF THE TRANSFEROR COMPANY NO. 3. I.e. MADHUR HOUSING AND DEVELOPMENT COMPANY (A PRIVATE COMPANY WITH UNLIMITED LIABILITY) AS ON 30.09.2017 TO BE TRANSFERRED TO AND VESSED IN THE TRANSFEREE COMPANY, I.e. RAJDHANI INVESTMENTS & AGENCIES PRIVATE LIMITED.

IN PART I, PART II AND PART III OF THE SCHEDULE (FORM NO. 42)

PART I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>A Plot of land measuring 503.18 sq.yds. situated at DLF City Phase V, Gurugram, Haryana</td>
</tr>
</tbody>
</table>

PART II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/L</td>
<td></td>
</tr>
</tbody>
</table>

PART III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Investments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sl. No.</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>34,00,000 no. 20% Non-Cumulative Redeemable Preference Shares of ₹ 100 each of Reasi Builders and Services Private Limited</td>
</tr>
</tbody>
</table>

Details of Bank Account:

<table>
<thead>
<tr>
<th>Particulars of Bank Accounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sl. No.</td>
</tr>
<tr>
<td>--------</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>

Particulars of Demat Accounts:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Depository participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Limited DP ID: IN032679 and Client ID: 93537526</td>
</tr>
</tbody>
</table>

For Madhur Housing and Development Company
(A Private Company with Unlimited Liability)
(A Private Company with Unlimited Liability)

Registered Office: MG Shah House, 7/F, BB, Avantika Society, NR. Naranpur Railway Crossing, Naranpur, Ahmedabad, Gujrat- 380013, Tel.: (+91-79) 27683006

Authorized Signatory

Ashish Kumar Gupta
Authorized Signatory
# DLF INVESTMENTS PRIVATE LIMITED

Corporate Office: Ground Floor, DLF Gateway Tower, DLF Cyber City, Phase II, Gurgaon - 122002
CIN: L74999SG1971PLC097693 Tel: (+91-124) 4396066 E-mail: corpdsb@yahoo.com

## SHORT PARTICULARS OF ALL THE PROPERTY(IES), RIGHTS & POWERS OF THE TRANSFEROR COMPANY NO. 04, i.e. DLF INVESTMENTS PRIVATE LIMITED AS ON 30.09.2017 TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY, i.e. RAJHANI INVESTMENTS & AGENCIES PRIVATE

IN PART I, PART II AND PART III OF THE SCHEDULE (FORM NO. 42)

**PART I**

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Agriculture Land measuring 3.3300 hectares situated at Village Congroli, Tehsil Sikandrabad, Distt. Bulandshah, Uttar Pradesh.</td>
</tr>
</tbody>
</table>

**PART II**

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area (in hectares)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NIL</td>
<td></td>
</tr>
</tbody>
</table>

**PART III**

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3,91,54,506 Equity Share of Rs 2 each of DLF Limited</td>
</tr>
<tr>
<td>2</td>
<td>60,00,000 Equity Share of USD 1 each of Sunrise BFPO Services Pte. Limited</td>
</tr>
</tbody>
</table>

**Details of Bank Account:**

**Particulars of Bank Accounts**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Bank</th>
<th>Branch Address</th>
<th>Account Type &amp; No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Limited</td>
<td>9A, Plot No. 1, Connaught Place, New Delhi</td>
<td>Current Account- 0007002004278</td>
</tr>
</tbody>
</table>

**Particulars of Demat Accounts**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Depository Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Limited - DPIC: IN302679 and Client ID: 53587723</td>
</tr>
</tbody>
</table>

For DLF Investments Private Limited

Authorized Signatory
Anun Kumar Gupta
Authorized Signatory

Registered Office: MC Shah House, 1/B, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad, Gujarat - 380013, Tel.: (+91-79) 27663006
KOHINOOR REAL ESTATES COMPANY

(A Private Company with Unlimited Liability)

CIN: U70101GL1989PL009763
Corporate Office: Ground Floor, DLF Gateway Tower, DLF Cyber City, Phase III, Gurgaon-122002
Tel: (+91-124) 4350006, E-mail: corpdev@yahoo.com

SHORT PARTICULARS OF ALL THE PROPERTY(IES), RIGHTS & POWERS OF THE TRANSFEROR COMPANY NO. 08, i.e. KOHINOOR REAL ESTATES COMPANY (A PRIVATE COMPANY WITH UNLIMITED LIABILITY) AS ON 30.09.2017 TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY, i.e. RAJDHANI INVESTMENTS & AGENCIES PRIVATE LIMITED.

IN PART I, PART II AND PART III OF THE SCHEDULE (FORM NO. 42)

PART I

(A SHORT DESCRIPTION OF THE FREEMOIL PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A Plot of land measuring 564.30 sq.yds. situated at DLF City Phase V, Gurugram, Haryana</td>
</tr>
<tr>
<td>2</td>
<td>A Plot of land measuring 181.45 sq.yds. situated at DLF City Phase V, Gurugram, Haryana</td>
</tr>
</tbody>
</table>

PART II

(A SHORT DESCRIPTION OF THE LEASED PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PART III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

Investments:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5,53,53,400 Equity Share of ` 2 each of DLF Limited</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9,50,000 No. 20% Non-Cumulative Redeemable Preference Shares of ` 100 each of A.G. Builders Private Limited</td>
</tr>
<tr>
<td>2</td>
<td>9,50,000 No. 20% Non-Cumulative Redeemable Preference Shares of ` 100 each of A.S.G. Reafoor Private Limited</td>
</tr>
<tr>
<td>3</td>
<td>11,00,000 No. 20% Non-Cumulative Redeemable Preference Shares of ` 100 each of Reafoor Bidders and Services Private Limited</td>
</tr>
</tbody>
</table>

Details of Bank Account:

<table>
<thead>
<tr>
<th>Particulars of Bank Accounts</th>
<th>Name of Bank</th>
<th>Branch Address</th>
<th>Account Type &amp; Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Ltd</td>
<td>9A, Phoolchand Place, New Delhi</td>
<td>Current Account: 020917805000469</td>
</tr>
</tbody>
</table>

Particulars of Demat Accounts:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Depositor/Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Ltd DPID: IN502679 and Client ID: 33597600</td>
</tr>
</tbody>
</table>

For Kohinoor Real Estate Company
(A Private Company with Unlimited Liability)

Authorized Signatory

Registered Office: MC Shah House, 1/3, FF, Aventika Society, Nr. Natangpur Railway Crossing, Nanganpur, Ahmedabad, Gujarat, 380001, Tel: (+91) 79-27867096

For Kohinoor Real Estate Company
(A Private Company with Unlimited Liability)
# PANCHSHEEL INVESTMENT COMPANY

(A Private Company with Unlimited Liability)

Corporate Office: Ground Floor, DLF Gateway Tower, DLF Cyber City, Phase-III, Gurgaon-122002
Tel: (91-124) 4396009, E-mail: corporates@yamco.com

SHORT PARTICULARS OF ALL THE PROPERTY(IES), RIGHTS & POWERS OF THE TRANSFEROR COMPANY NO. 06, I.e., PANCHSHEEL INVESTMENT COMPANY (A PRIVATE COMPANY WITH UNLIMITED LIABILITY) AS ON 30.06.2017 TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY, I.e., RAJDHANI INVESTMENTS & AGENCIES PRIVATE LIMITED IN PART-I, PART-II AND PART-III OF THE SCHEDULE (FORM NO. 42)

## PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A Plot of land measuring 230.66 sq.yds. situated at DLF City Phase V, Gurugram, Haryana</td>
</tr>
<tr>
<td>2</td>
<td>A Plot of land measuring 339.65 sq.yds. situated at DLF City Phase V, Gurugram, Haryana</td>
</tr>
<tr>
<td>3</td>
<td>Agriculture Land measuring 2.616 hectares situated at Village Gopalganj, Sehore, Distt. Bhopal, Madhya Pradesh</td>
</tr>
</tbody>
</table>

## PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area (in hectares)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NIL</td>
</tr>
</tbody>
</table>

## PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>31,276,405 No. Equity Share of ₹ 10 each of DLF Limited</td>
</tr>
<tr>
<td>2</td>
<td>29,820,938 No. Equity Share of ₹ 10 each of DLF Udaan Real Estate Developers &amp; Services Private Limited</td>
</tr>
<tr>
<td>3</td>
<td>5,000 No. Equity Share of ₹ 10 each of Adapts Real Estate Developers Private Limited</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9,400 No. 13% Non-Cumulative Redeemable Preference Shares of ₹ 100 each of Hiranandani Property Developers Private Limited</td>
</tr>
<tr>
<td>2</td>
<td>8,300 No. 13% Non-Cumulative Redeemable Preference Shares of ₹ 100 each of Trinity Housing and Construction Company (A Private Company with Unlimited Liability)</td>
</tr>
</tbody>
</table>

Details of Bank Accounts:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Bank</th>
<th>Branch Address</th>
<th>Account Type &amp; Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Ltd.</td>
<td>YA, Prepa, Connaught Place, New Delhi</td>
<td>Current Account: 00709204074</td>
</tr>
<tr>
<td>2</td>
<td>Kotak Mahindra Bank</td>
<td>D-13, 3rd Floor, Ansal Deep IT Park, 14, Kasturba Gandhi Marg, New Delhi</td>
<td>Current Account: D17299100009053</td>
</tr>
</tbody>
</table>

Register of Debitary Participants:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Debitary participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Ltd. DP ID: 4052679 and Client ID: 3532618</td>
</tr>
</tbody>
</table>

For Panchsheel Investment Company
(A Private Company with Unlimited Liability)

Authorized Signatory:

[Signature]

Authorized Signatory

Registered Office: NC Shah House, 16th Floor, DLF Cyber City, Phase-III, Gurgaon-122002, Tel: 91-124 4396009, E-mail: corporates@yamco.com
### PART-I

**Details**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A Plot of land measuring 289.10 Sq.yds situated at DLF City Phase-V, Gurugram, Haryana</td>
</tr>
<tr>
<td>2</td>
<td>A Plot of land measuring 388.72 Sq.yds situated at DLF City Phase-V, Gurugram, Haryana</td>
</tr>
</tbody>
</table>

### PART-II

**Details**

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area (in hectares)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NIL</td>
</tr>
</tbody>
</table>

### PART-III

**Details of Bank Accounts**

<table>
<thead>
<tr>
<th>SL No.</th>
<th>Name of Bank</th>
<th>Branch Address</th>
<th>Account Type &amp; Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Limited</td>
<td>9A, Pearls, Connaught Place, New Delhi</td>
<td>Current Account: 00070500400</td>
</tr>
<tr>
<td>2</td>
<td>Kotak Mahindra Bank</td>
<td>G-F 3A-3J Ground Floor, Amba Deep, 14, Kasturba Gandhi Marg, New Delhi</td>
<td>Current Account: 01722010000324</td>
</tr>
</tbody>
</table>

**Details of Demat Accounts**

<table>
<thead>
<tr>
<th>SL No.</th>
<th>Details of Depository participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>for Haryana Electrical Udyog Private Limited</td>
</tr>
</tbody>
</table>

**Authorized Signatory**

Arun Kumar Gupta

Haryana Electrical Udyog Private Limited
BULAND CONSULTANTS & INVESTMENTS PRIVATE LIMITED

Corporate Office: Ground Floor, DLF Gateway Tower, DLF Cyber City, Phase-II, Gurgaon-122002
DIN: U51010DL1972PTC0397032 Tel: (+91-124) 4595009 E-mail: corpdb@yandex.com

SHORT PARTICULARS OF ALL THE PROPERTY(IES), RIGHTS & POWERS OF THE TRANSFEROR COMPANY NO. 08,
I.e. BULAND CONSULTANTS & INVESTMENTS PRIVATE LIMITED AS ON 30.09.2017 TO BE TRANSFERRED TO AND
VESTED IN THE TRANSFEREE COMPANY, I.e. RAJHANI INVESTMENTS & AGENCIES PRIVATE LIMITED.

IN PART-I, PART-II AND PART-III OF THE SCHEDULE (FORM NO. 42)

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A Plot of land measuring 269.10 sqyds situated at BDF City Phase V, Gurugram, Haryana</td>
</tr>
<tr>
<td>2</td>
<td>A Plot of land measuring 269.10 sqyds situated at DF City Phase V, Gurugram, Haryana</td>
</tr>
<tr>
<td>3</td>
<td>Agriculture Land measuring 2.0530 hectares situated at Village Gangotri, Keshi, Sioladabad, Distt. Bulandshahr, Uttar Pradesh</td>
</tr>
</tbody>
</table>

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area</th>
</tr>
</thead>
</table>

PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

Investments:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>25,66,000 equity share of ₹ 2 each of DLF Limited</td>
</tr>
<tr>
<td>2</td>
<td>5,000 equity share of ₹ 10 each of Adani Real Estate Developers Private Limited</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3,29,19,434 equity share of ₹ 100 each of DLF Cyber City Developers Limited</td>
</tr>
<tr>
<td>2</td>
<td>3,100 equity share of ₹ 15 each of Mitre Property Developers Private Limited</td>
</tr>
<tr>
<td>3</td>
<td>2,100 equity share of ₹ 10 each of Trinity Housing and Construction Company (A Private Company with Unlisted Liability)</td>
</tr>
</tbody>
</table>

Details of Bank Accounts:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Bank</th>
<th>Branch Address</th>
<th>Account Type &amp; Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Limited</td>
<td>Va. Phulp. Connaught Place, New Delhi</td>
<td>Current Account-000700004148</td>
</tr>
<tr>
<td>2</td>
<td>Kotak Mahindra Bank</td>
<td>C-5 3A-3J Ground Floor, Arora Dental, 14, Karol Bagh,</td>
<td>Current Account-13117279865</td>
</tr>
</tbody>
</table>

Details of Demat Accounts:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details of Depository Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Limited OP ID - 14500679 and Client ID - 35501349</td>
</tr>
</tbody>
</table>

*along with Corporate benefits that may accrue from time to time

For Buland Consultants & Investments Private Limited

For Buland Consultants & Investments Private Limited

Arun Kumar Gupta
Authorized Signatory

Registered Office: MC Shah House, 1/6, FF, Avantika Society, Nr. Narangpur Railway Crossing,
Narangpur, Ahmedabad, Gujarat- 380013. Tel.: (+91-79) 27683306
SIDHANT HOUSING AND DEVELOPMENT COMPANY
(A Private Company with Unlimited Liability)
CIN: U45201GA1998UL023762
Corporate Office: Ground Floor, DLF Gateway Tower, DLF Cyber City, Phase III, Gurgaon-122002
tel: (+91-124) 4395005, Email: corporates@yahoocom

SHORT PARTICULARS OF ALL THE PROPERTY(IES), RIGHTS & POWERS OF THE TRANSFEROR COMPANY NO. 09, I.E. SIDHANT HOUSING AND DEVELOPMENT COMPANY (A PRIVATE COMPANY WITH UNLIMITED LIABILITY) AS ON 30.09.2017 TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY, I.E. RAJSHREE INVESTMENTS & AGENCIES PRIVATE LIMITED.

IN PART-I, PART-II AND PART-III OF THE SCHEDULE (FORM NO. 42)

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A plot of land measuring 269.10 sq.yds. situated at DLF City Phase Y, Gurgaon, Haryana</td>
</tr>
<tr>
<td>2</td>
<td>A plot of land measuring 269.10 sq.yds. situated at DLF City Phase Y, Gurgaon, Haryana</td>
</tr>
</tbody>
</table>

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIL</td>
<td></td>
<td>NIL</td>
</tr>
</tbody>
</table>

PART-III

(A SHORT DESCRIPTION OF ALL SECURITIES, SHARES, EQUITIES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>23,77,09,700 nos. Equity Shares at 1.25 each of DLF Limited</td>
</tr>
<tr>
<td>2</td>
<td>3,000 nos. Equity Shares at 1.10 each of Adani Real Estate Developers Private Limited</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2,62,49,009 nos. 30% Cumulative Convertible Preference Shares of ₹ 100 each of DLF Cyber City Developers Limited</td>
</tr>
<tr>
<td>2</td>
<td>10,000 nos. 10% Redeemable Preference Shares of ₹ 100 each of Adani Real Estate Developers Private Limited</td>
</tr>
<tr>
<td>3</td>
<td>4,000 nos. 10% Redeemable Preference Shares of ₹ 100 each of DLF urq Real Estate Developers &amp; Services Private Limited</td>
</tr>
</tbody>
</table>

Details of Bank Account:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Bank</th>
<th>Branch Address</th>
<th>Account Type &amp; Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Limited</td>
<td>9A, 9B, Connaught Place, New Delhi</td>
<td>Current Account 000700000471</td>
</tr>
<tr>
<td>2</td>
<td>ICICI Bank Limited</td>
<td>G-F 34-35, Ground Floor, Amba Deep, 14, Churu Street, Gurgaon, Haryana</td>
<td>Current Account 01723100030987</td>
</tr>
</tbody>
</table>

Details of Demat Account:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Depository participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ICICI Bank Limited</td>
</tr>
</tbody>
</table>

*along with Corporate benefits that may accrue from time to time.

For Sidhant Housing and Development Company
For Sidhant Housing and Development Company
(A Private Company with Unlimited Liability)

Authorised Signature
Arjun Kumar Gupta
Authorised Signature

Registered Office: MC Shah House, 1st, FF, Avariya Society, Nr. Narandhra Railway Crossing, Narandhra, Ahmedabad, Gujarat, 380003, Tel: (+91) 791 7756306
YASHIKA PROPERTIES AND DEVELOPMENT COMPANY

(A Private Company with Unlimited Liability)

CIN: UT0116GJ2005UL160795
Corporate Office: Ground Floor, DLF Gateway Tower, DLF Cyber City, Phase-III, Gurgaon-122002
Tel: (+91-124) 4567890, Email: corpinfo@yahoo.com

SHORT PARTICULARS OF ALL THE PROPERTY(IES), RIGHTS & POWERS OF THE TRANSFEROR COMPANY NO. 10, I.E. YASHIKA PROPERTIES AND DEVELOPMENT COMPANY (A PRIVATE COMPANY WITH UNLIMITED LIABILITY) AS ON 30.06.2017 TO BE TRANSFERRED TO AND VESTED IN THE TRANSFEREE COMPANY, I.E. RAJHANI INVESTMENTS & AGENCIES PRIVATE LIMITED.

IN PART I, PART-II AND PART-III OF THE SCHEDULE (FORM NO. 42)

PART-I

(A SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area (in hectares)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NIL</td>
</tr>
</tbody>
</table>

PART-II

(A SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY)

<table>
<thead>
<tr>
<th>Name of Village</th>
<th>Survey No.</th>
<th>Area (in hectares)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NIL</td>
</tr>
</tbody>
</table>

PART-III

(A SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY)

Investments:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Class of Shares and Face Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>₹ 20,80,400 no. equity share of ₹ 2 each of DLF Limited</td>
</tr>
<tr>
<td>2</td>
<td>₹ 37,96,900, Equity Share of ₹ 10 each of DLF Urja Real Estate Developers &amp; Services Private Limited</td>
</tr>
</tbody>
</table>

Details of Bank Accounts:

<table>
<thead>
<tr>
<th>Particulars of Bank Accounts</th>
<th>SL. No.</th>
<th>Name of Bank</th>
<th>Branch Address</th>
<th>Account Type &amp; Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>ICICI Bank Limited</td>
<td>WA, Phase, Connaught Place, New Delhi</td>
<td>Current Account-00000002314</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Kotak Mahindra Bank</td>
<td>C-2A-3, Ground Floor, Ambo 2nd 14, Kasturba Gandhi Marg, New Delhi</td>
<td>Current Account-017220140000900</td>
</tr>
</tbody>
</table>

Particulars of Demat Accounts:

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Details of Depository participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kotak Mahindra Bank Limited GPID: 19000103 and Client ID: D3640660</td>
</tr>
</tbody>
</table>

For Yashika Properties and Development Company
(A Private Company with Unlimited Liability)

For Yashika Properties and Development Company
(A Private Company with Unlimited Liability)

Authorized Signatory

Certified as True Copy of Original

Date: 04/03/18
Place: Ahmedabad

Dy. Registrar
NCLT Ahmedabad Bench
Ahmedabad

Registered Office: MC Shah House, 1/17, FF, Avantika Society, Nr. Naranpura Railway Crossing, Naranpura, Ahmedabad, Gujarat- 380013, Tel.: (+91-79) 27683008
Dear Sir,

Sub: Request for informal guidance by way of "no action letter" under the SEBI (Informal Guidance) Scheme, 2003 with respect to the provisions of SEBI (SAST) Regulations, 2011 ("SAST") in relation to the proposed merger of promoter/promoter group companies of DLF Limited

1. This has reference to your letter dated November 29, 2016 on the captioned subject.

2. You have, inter alia, represented as under:
   i. The equity shares of DLF Limited ("Target Company"/ "TC") are listed on BSE Limited and NSE.
   ii. The promoter group comprises of a total of twenty-six persons/entities. Eleven entities of these twenty-six persons/entities cumulatively hold 54.08%. It is proposed that these eleven will undergo a merger such that ten of these companies (holding 54.07% ("Transferors")) are merged with the eleventh entity, i.e. Rajdhani Investments & Agencies Private Limited ("Transferor/ "Applicant") holding 0.01%. Accordingly, upon completion of the proposed merger, the shareholding of applicant shall increase from 0.01% to 54.08% in TC.
   iii. The aforesaid 11 entities are controlled by the Singh Family Trust ("Trust") through its trustees, viz. Mr. Rajiv Singh and Ms. Kavita Singh. Mr. Rajiv Singh and Ms. Kavita Singh are classified as promoters/promoter group of TC since its IPO in July 2007.

Kind Attention: Shri. Rajiv Singh, Director
iv. The Trust has 4 trustees, viz. Mr. K. P. Singh, Mrs. Indira Kushal Pal Singh (w/o Mr. K. P. Singh), Mr. Rajiv Singh (son of Mr. K. P. Singh), and Mrs. Kavita Singh (w/o Mr. Rajiv Singh). Beneficiaries of the Trust are Mr. Rajiv Singh, Mrs. Kavita Singh, Ms. Savitri Devi Singh (daughter of Mr. Rajiv Singh), Ms. Anushka Singh (daughter of Mr. Rajiv Singh), M/s. Angus Builders & Developers Private Limited (99.96% owned by Ms. Anushka Singh) and M/s. Bolida Builders & Developers Private Limited (99.96% owned by Ms. Savitri Devi Singh).

v. The Trust through its trustees, Mr. Rajiv Singh and Ms. Kavita Singh, holds direct control through equity/voting preference shares in the transferees (except in two transferees viz. Yashika Properties and Development Company - "Yashika" and Megha Estates Private Limited - "Megha") and the transferee. The remaining equity shares are held inter-se amongst the companies involved in the proposed merger, along with certain equity shares held by Mr. Rajiv Singh, Mrs. Kavita Singh and Ms. Savitri Devi Singh.

vi. Yashika is a company which is 99.99% owned and controlled by another transferee company, viz. Sidhant Housing and Development Company ("Sidhant") which is indirectly controlled by the Trust. Hence, the Trust indirectly controls Yashika.

vii. Megha is a company which is 64.04% owned and controlled by one of the transferee entities, viz. DLF Investments Private Limited ("DLFI") which is indirectly controlled by the Trust. Hence, the Trust indirectly controls Megha. The remaining shareholding in Megha is held by Mr. Rajiv Singh, Mrs. Kavita Singh and Ms. Savitri Devi Singh.

viii. Thus, the Trust, through its trustees, namely, Mr. Rajiv Singh and Ms. Kavita Singh, directly/indirectly has control as well as beneficial economic ownership in all the 11 promoter group companies involved in the proposed merger.

ix. With a view to consolidate the holdings and streamline the promoter group companies’ structure, it is proposed to merge all the 10 transferee companies into the applicant through a composite scheme of merger with the approval of High Court. There will be no change in total promoter group shareholding of 74.95% in TC as 54.08% shall be held by the applicant and the remaining 20.87% shares shall continue to be held by other existing promoter group entities.

x. As a result of the proposed merger, the transferors would cease to exist and their shares in TC shall consolidate in the applicant. In consideration of proposed merger, the applicant will issue equity shares to the equity/voting
preference shareholders in transferors (other than inter-se cross shareholding held by the transferor entities which shall stand cancelled as per the proposed scheme of merger).

xi. Thus, the applicant will issue equity shares to the Trust, which is registered in the names of trustees namely, Mr. Rajiv Singh jointly with Ms. Kavita Singh on behalf of the Trust, and other shareholders, namely, Mr. Rajiv Singh, Mrs. Kavita Singh and Ms. Savitri Devi Singh (in lieu of equity share voting preference shares held by Trust and the said individual shareholders in the transferors).

xii. As a result of the proposed merger, there will be no change in the trustees or beneficiaries of the Trust and accordingly, there is no change in control or economic beneficial ownership of the transferee.

xiii. The aforesaid transaction would fulfill the conditions under regulation 10(1)(d)(iii) of SAST to be eligible for exemption from the requirements to make an open offer.

3. In view of the above, you have sought a 'no action letter' with respect to confirmation that the transfer and vesting of shares of TC in the applicant resulting in an increase in its shareholding in TC from 0.01% to 54.08% pursuant to the proposed merger of promoter/promoter group companies will be exempt from the open offer obligation by virtue of regulation 10(1)(d)(iii) of SAST.

4. We have considered the submissions made by you and without necessarily agreeing with your analysis, we are issuing a no-action letter as under:

i. The conditions for availing exemption would be complied with only on approval of the scheme of merger by the Hon'ble High Court. Therefore, transfer and vesting of shares of TC in the applicant would be exempt from the open offer obligations by virtue of regulation 10(1)(d)(iii) of SAST, subject to the approval of the scheme of merger by the Hon'ble High Court.

5. Vide your aforesaid letter, you have requested for confidentiality in respect of your application. Accordingly, it has been decided that the no-action letter issued to you in this matter will not be made public for a period of 90 days from the date of issuance of this letter.

6. The above position is based on the information furnished in your letter under reference. Different facts or conditions might lead to a different result. Further, this letter does not express a decision of the Board on the questions referred.
7. You may also note that the above views are expressed only with respect to the clarification sought in your letter under reference with respect to SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and do not affect the applicability of any other law or requirements of any other SEBI Regulations, Guidelines and Circulars administered by SEBI or of the laws administered by any other authority.

Yours faithfully,

[Signature]

Amit Tandon