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पावती

Original/Duplicate

Thursday, January 23, 2014  
1:44 PM

नोंदणी क्र.: 39M  
Regn.: 39M

पावती क्र.: 875 दिनांक: 23/01/2014

गावाचे नाव: लोअर परेल

दस्तऐवजाचा अनुक्रमांक: बबई 2-745-2014

दस्तऐवजाचा प्रकार: 36-अ-Leave and Licenses

सादर करणाऱ्याचे नाव: आलोक इन्फ्रास्ट्रकचर लिमिटेड तरफे ऑथोराईज ऑफिसर कल्पेश - शाह

नोंदणी फी रु. 1000.00

दस्त हाताळणी फी रु. 1760.00

पांडीची संख्या: 88

एकूण: रु. 2760.00

आपणास मूळ दस्त , थंबनेल प्रिंट व सीडी अंदाजे 1:59 PM ह्या वेळेस मिळेल.

सह दुस्यम निबधक, मुंबई-2

बाजार मुल्य: रु. 11271150/-

मोबदला: रु. 1878525/-

भरलेले मुद्रांक शुल्क: रु. 313000/-

सह दुस्यम निबधक

मुंबई शाहर क्र. ३

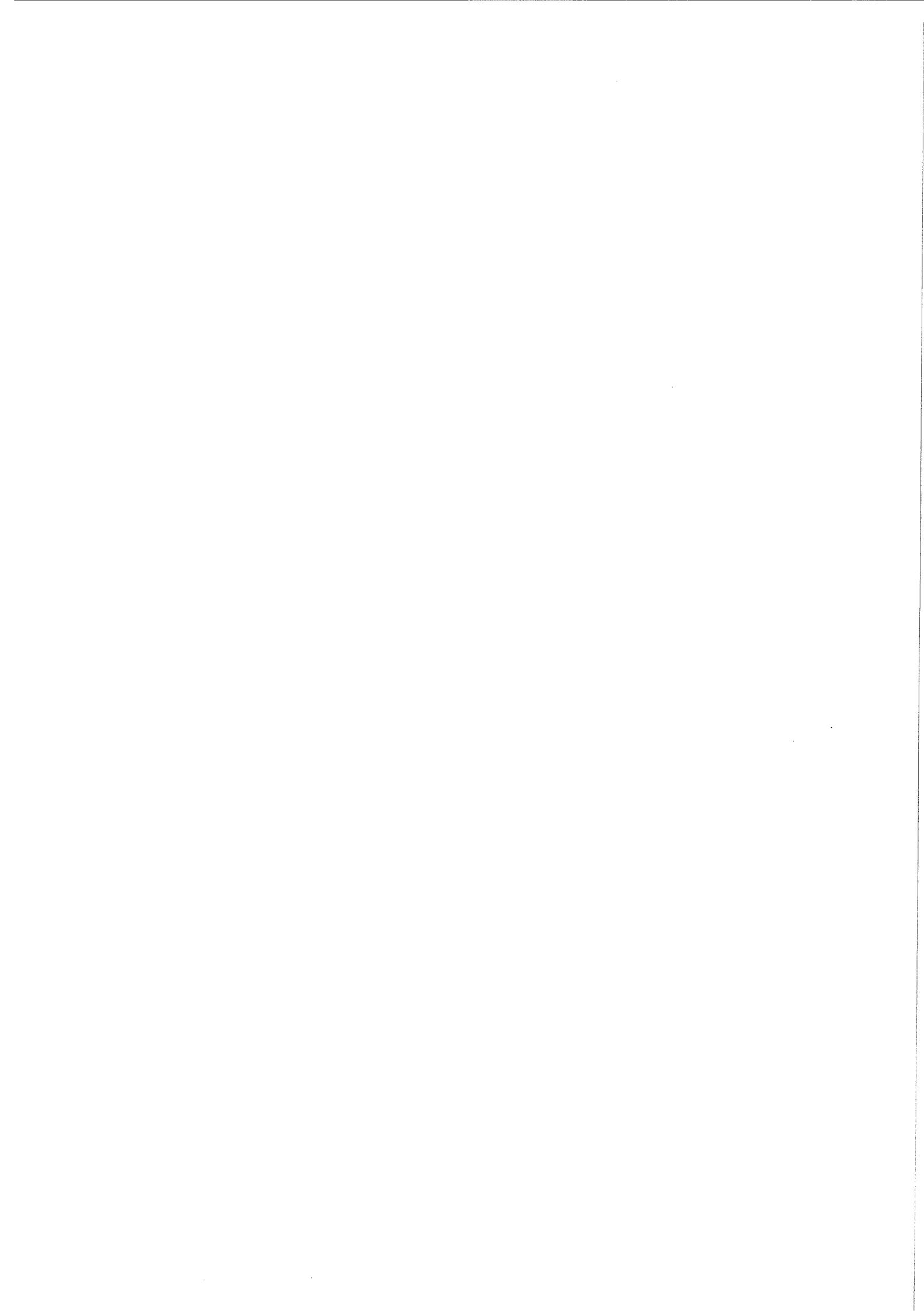
1) देयकाचा प्रकार: eChallan रक्कम: रु. 1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001301604201314M दिनांक: 20/01/2014

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1760/-

DELIVERED





23 January, 2014

## सूची क्र.2

दुर्योग निवंधक : सह. दु.नि.मुंबई शहर 2

दस्त क्रमांक : 745/2014

नोंदणी 63

Regn. 63m

गावाचे नाव : लोअर परेल

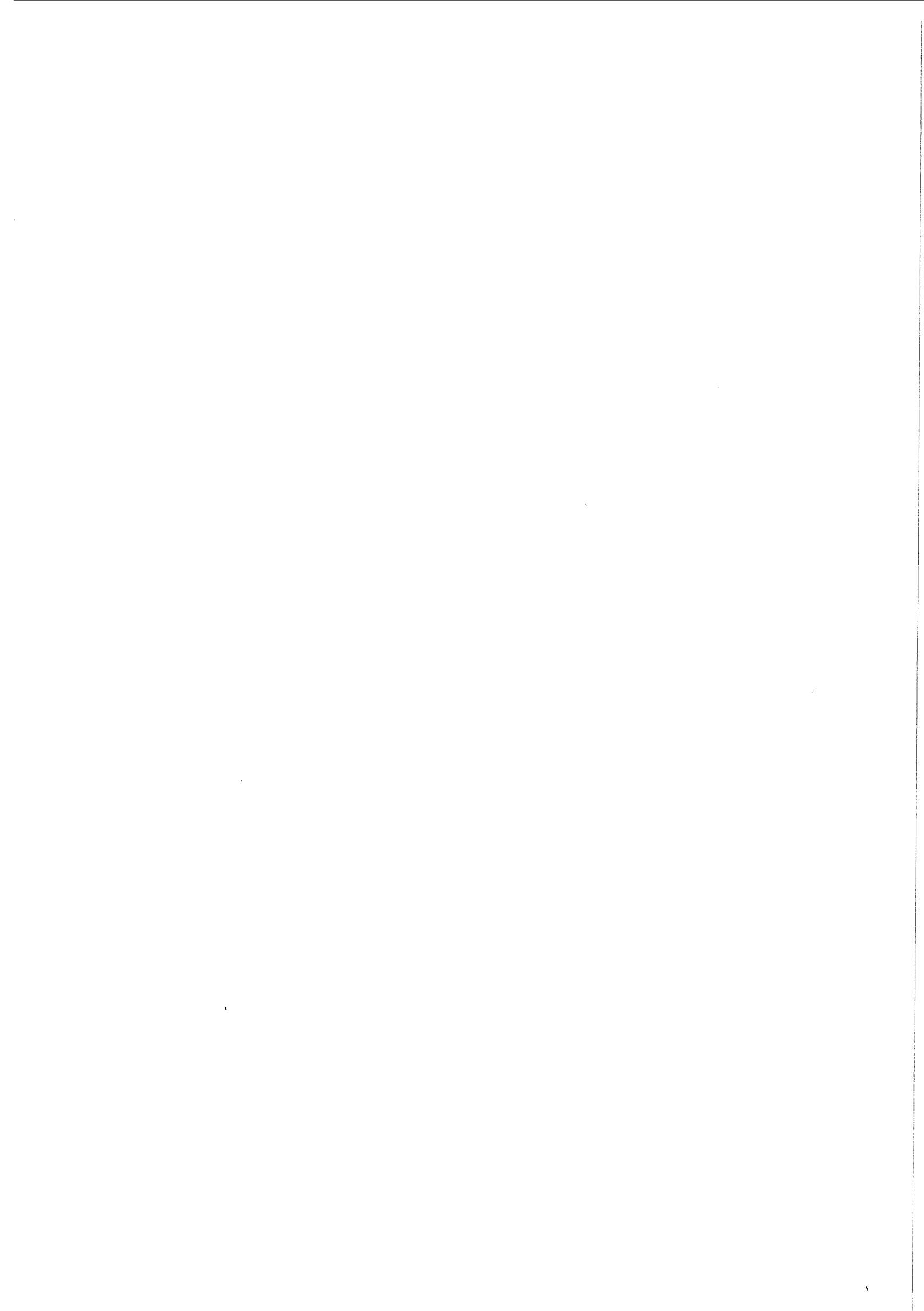
(1) विलेखाचा प्रकार	36-अ-Leave and Licenses
(2) मोबदला	रु.1,878,525/-
(3) वाजारभाव(भाडेपट्टयाच्या वायतितपट्टाकार आकारणी देतो की पटटेदार ते नमुद करावे)	रु.11,271,150/-
(4) भू-मापन,पोटहिस्मा व घरक्रमांक(अमल्यास)	243,, पालिकेचे नाव: मुंबई मनपा इतर वर्गन : सदनिका नं: युनिट (ऑफिस) नं. 102, माळा नं: 1 ला मजला, इमारतीचे नाव: टॉवर बी, पेनिनसुला विझनेस पार्क, ब्लॉक नं: जी.के. मार्ग, रोड नं: लोअर परेल, मुंबई - 400013, इतर. माहिती: कालावधी 60 महिने, मासिक भाडे पहिले 3 वर्ष 1878525/-, दुसरे 2 वर्ष 2160304/-, अनामत रक्कम 11271150/- 13,915.00 चौ.फूट
(5) क्षेत्रफल	
(6) आकागणी किंवा जुडी देण्यात अमेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता.	1) नाव:- आलोक इन्फ्रास्ट्रक्चर लिमिटेड तर्फे ऑथोराईज ऑफिसर कल्पेश - शाह ;वय: 43; पत्ता:-प्लॉट नं: -, माळा नं: 2 रा व 3 रा मजला, इमारतीचे नाव: टॉवर बी, पेनिनसुला विझनेस पार्क , ब्लॉक नं: जी मार्ग, रोड नं: लोअर परेल , , . पिन कोड:- 400013 पैन नंबर: AAGCA1949P
(8) दस्तऐवज करून धेणा-या पक्षकागाचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता	1)नाव:- फोरम होम्स प्रायवेट लिमिटेड तर्फे एक्सीक्युटीव्ह डायरेक्टर निर्मल कुमार - नुसावत ; वय:49; पत्ता:-प्लॉट नं: -, माळा नं: 7 वा मजला, इमारतीचे नाव: ए विंग, मॅर्थोन इनौवा, ब्लॉक नं: गणपतराव करम मार्ग लोअर परेल , , ; पिन कोड:- 400013; पैन नं:- AACCF1005F;
(9) दस्तऐवज करून दिल्याचा दिनांक	23/01/2014
(10) दस्त नोंदणी केल्याचा दिनांक	23/01/2014
(11) अनुक्रमांक,खंड व पृष्ठ	745/2014
(12) याजरभावाप्रमाणे मुद्रांक शुल्क	रु.313,000/-
(13) वाजरभावाप्रमाणे नोंदणी शुल्क	रु.1,000/-
(14) शेरा	

मुल्यांकनामाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारतुमार आवश्यक नाही कारणाचा तपशील दस्तप्रकारतुमार आवश्यक नाही

Stamp Duty at 0.25 per cent on sum of rent payable for the period of agreement and the amount of non-refundable deposit and interest calculated at the rate of 10 per cent per annum on the refundable deposit will be charged throughout the state.





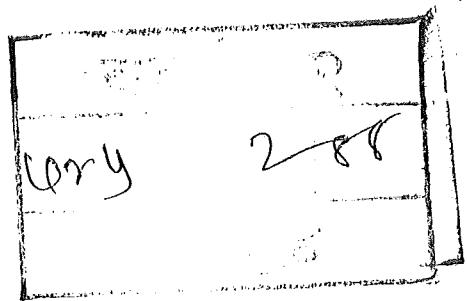
महाराष्ट्र शासन – नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१०

१. दस्ताचा प्रकार :- प्रिमिके एकूप्ति अनुच्छेद क्रमांक \_\_\_\_\_
२. सादरकत्पर्याचे नाव :- सत्योज इन्डिया इंडस्ट्री
३. तातुका :- मुंबई / अंधेरी / बंगलाली / कुर्ला
४. गावाचे नाव :- लोकमान प्रेस
५. नगरभुमापन क्रमांक / सर्वे क्रं. / अंतिम भुखंड क्रमांक :- 243
६. मूल्य दर विभाग (झोन) :- \_\_\_\_\_ उपविभाग \_\_\_\_\_
७. मिळकतीचा प्रकार :- खुली जपीन निवासी कार्यालय दुकान औदयोगिक प्रति चौ. मी. दर :-
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 13915 कारपेट / विल्ट अप चौ. मीटर / फूट
९. कारपांकिंग :- \_\_\_\_\_ गच्छी :- \_\_\_\_\_ पोटमाळा :- \_\_\_\_\_
१०. मजला क्रमांक :- \_\_\_\_\_
११. बांधकाम वर्ष :- \_\_\_\_\_ महसूरा :- \_\_\_\_\_
१२. बांधकामाचा प्रकार :- सारांखीसारसी / कृत्रिम प्रकक / व्हायप्रकक / कच्चे
१३. बाजारमुल्यदर तयारीतीला आगांगदर्शक सूचना क्र. :- \_\_\_\_\_ घ्यान्वये दिलेली घट / घाढ
१४. भाडेकरू व्यापार सिंजकात असल्यासाठी तयाच्या तोज्ज्ञातात क्षेत्र (जुने क्षेत्र) :- \_\_\_\_\_ जपीन इमारतीत इलेले क्षेत्र :- \_\_\_\_\_
१५. लिह अंड लायसन्सचा दस्ता वित्ती भाडे रक्कम :- 18,78,528, 2160 364  
ठिकासी / अनिवासी \_\_\_\_\_ २. अनामत रक्कम / आगावू भाडे :- 11271150  
३. कालावधी :- 60
१६. निर्धारित केलेले बाजारमुल्य :-
१७. दस्तामध्ये रस्साविलेली सोबदता :-
१८. देय मुद्रांक शुल्क :- 313000 भरलेले मुद्रांक शुल्क :- 313000
१९. देय नोंदणी फी :- 1000

३	१	२
५४५	९	४४६
सह हुक्यम निवंधक		

तिपोक

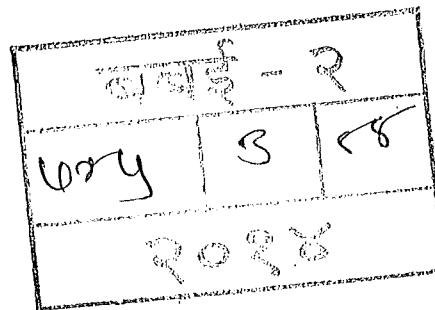
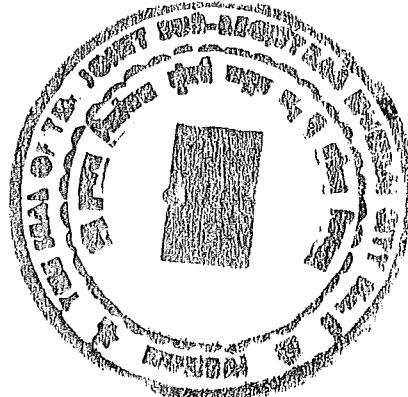


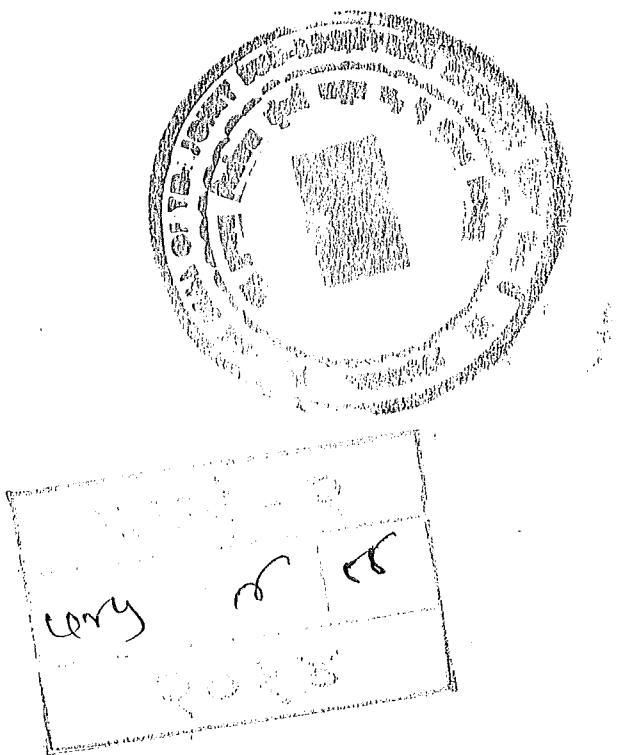


### E-Receipt

#### Government of MAHARASHTRA GRAS Department

<b>Name of the Depositor</b>	FORUM HOMES PRIVATE LIMITED
<b>Government Reference Number</b>	MH001301604201314M
<b>SBI Reference Number</b>	CK39137472
<b>Challan Amount</b>	1000.00
<b>Amount(In Words)</b>	One Thousand Rupees
<b>Transaction Date and Time</b>	20-Jan-2014 03:47:27 PM
<b>Status</b>	Success





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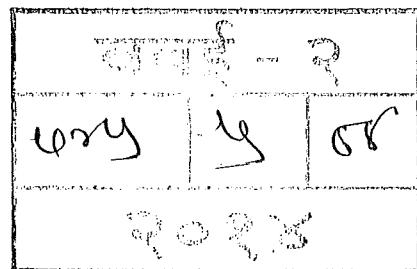
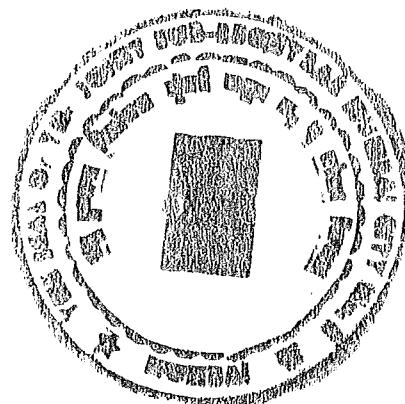
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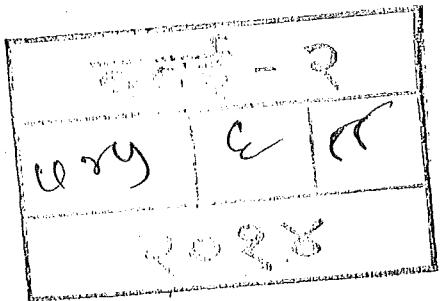
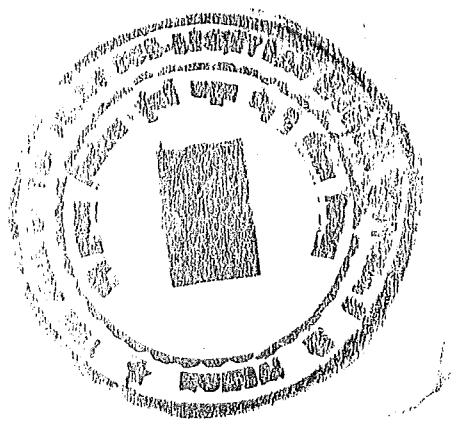


### E-Receipt

#### Government of MAHARASHTRA GRAS Department

<b>Name of the Depositor</b>	FORUM HOMES PRIVATE LIMITED
<b>Government Reference Number</b>	MH001301529201314M
<b>SBI Reference Number</b>	CK39139538
<b>Challan Amount</b>	313000.00
<b>Amount(In Words)</b>	Three Lakhs And Thirteen Thousand Rupees
<b>Transaction Date and Time</b>	20-Jan-2014 03:50:30 PM
<b>Status</b>	Success





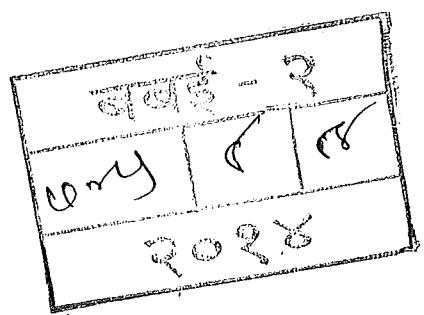
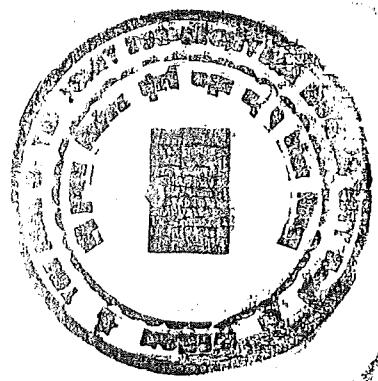
## LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT made at Mumbai this 23<sup>rd</sup> of January, 2014 between, **ALOK INFRASTRUCTURE LIMITED** (earlier known as Alok Realtors Private Limited), a Company incorporated under the Companies Act, 1956, having its Registered Office at Tower B, 2<sup>nd</sup> and 3<sup>rd</sup> Floors, Peninsula Business Park, G. K. Marg, Lower Parel, Mumbai 400 013, hereinafter referred to as the 'Licensor' (which expression shall unless repugnant to context or meaning thereof be deemed to mean and include its assigns and successors) of the First Part; and

**FORUM HOMES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at Marathon Innova 'A' Wing, 7<sup>th</sup> Floor, Off Ganpatrao Kadam Marg, Lower Parel, Mumbai-400 013 hereinafter referred to as the 'Licensee' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its assigns and successors) of the Second Part.;

WHEREAS:

- (A) Peninsula Land Limited (hereinafter referred to as "the Developer") is the owner of and otherwise well and sufficiently entitled to all that piece and parcel of land situated, lying and being at Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai 400 013 containing by admeasurement 27,551.70 sq. mtrs. (or thereabouts) bearing Cadastral Survey No. 243 of Lower Parel Division and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "the Land");
- (B) The Developer is developing the Land as a private sector Information Technology Park in accordance with the provisions of the Information Technology and Information Technology Enabled Services Policy 2003 (hereinafter referred to as "IT & IITES Policy") of the Government of Maharashtra (hereinafter referred to as "GOM"), as amended from time to time known as "Peninsula Business Park" comprising, inter alia, of three buildings, car parking spaces in the podiums, basement, club house, recreation areas, utilities and common facilities (hereinafter referred to as "the Complex");
- (C) The Developer has, inter alia, constructed a building known as "Tower 'B'" in the Complex having 20 floors, a common basement (hereinafter referred to as "the Basement"), 4 podium levels of car parking (i.e. P1 to P4) and a non-parking podium level (P5) (hereinafter individually referred to as "the Podium" and collectively referred to as "the Podiums") (hereinafter referred to as the "Tower 'B'") in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM");
- (D) By an Agreement for Sale dated 11th November 2009 (hereinafter referred to as "the said Agreement for Sale") made between the Developer of the One Part and Alok Realtors Private Limited (therein referred to as "the Purchaser and hereinafter referred to as ARPL") of the Other Part and registered in the office of the Sub-Registrar of Assurances at Mumbai under serial no. BBE2 – 07932 – 2009, on 18th November 2009, the Developer has sold to ARPL and ARPL has purchased and acquired from the Developer a total of 40 units, from the first floor to the twentieth floor being all the units in Tower 'B' in the Complex, aggregating to a carpet area of 3,87,560 sq. ft. i.e. 36,008.5 sq. mtrs. being built up area of 4,65,072 sq. ft. i.e. 43,210.25 sq. mtrs. and saleable area of 6,20,249 sq. ft. i.e. 57,627.89 sq. mtrs. along with certain exclusive areas admeasuring 21,340 sq. ft. totaling to 6,41,589 sq. ft. as well as the amenities and the equipments in the Units/Tower 'B' listed in the said Agreement for Sale along with exclusive right to use and occupy 600 covered/mechanical car parking spaces spread over the Basement and Podiums of Tower B, which premises are more particularly described in the First Schedule hereunder written (hereinafter collectively referred to as "the Tower 'B' Premises");

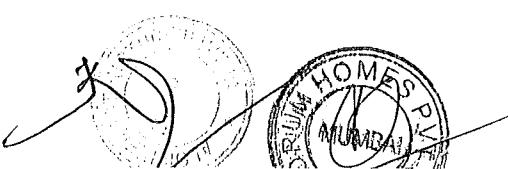


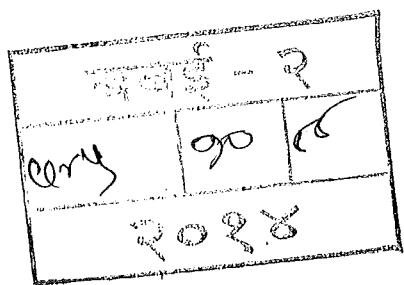
- (E) Under the said Agreement for Sale, ARPL also has the right to use the common areas of the Tower 'B' as indicated in the said Agreement for Sale (hereinafter referred to as "the Tower 'B' Common Areas") and also the right to use in common with the occupants and owners of the other buildings, the common areas and facilities in the Complex more particularly specified in the Third Schedule to the said Agreement for Sale (hereinafter referred to as "the Common Areas and Facilities");
- (F) The construction of the said building Tower 'B' is complete and the Municipal Corporation of Greater Mumbai has issued its Occupation Certificate dated 5th May 2011, a copy of which is annexed as Annexure "A" hereto;
- (G) By virtue of the Order dated 11<sup>th</sup> October, 2013 (a copy of the said Order is hereto annexed and marked Annexure "B") passed by the Hon'ble Bombay High Court, in Company Scheme Petition No.340 of 2013, inter alia, ARPL was amalgamated with the Vendor, as a result whereof, inter alia, the whole of the undertaking of ARPL comprising of all properties and assets stood transferred and vested in the Vendor.
- (H) The Licensors are thus seized and possessed of and otherwise well and sufficiently entitled to Unit No.102 admeasuring in the aggregate 13,915 sq.ft. (Saleable area) on the 1<sup>st</sup> floor of the said building Tower 'B' in the Complex (hereinafter referred to as "**the said Unit**") together with the right to use and enjoy 13 car parking spaces bearing nos. 197 to 203 (7 bay car parkings in the podium level of P0 of Tower B ) and 121 A/B, 122 A/B, 123 A/B (6 mechanical car parkings in the podium level of P2 of Tower B) (hereinafter referred to as "**the said Car Parking Spaces**") together with the benefit of the amenities and the equipments contained in the Unit and the Tower 'B' (the said Unit, the said Car Parking Spaces are more particularly described in the Schedule hereunder written and the hereinafter collectively called "**the Licensed Premises**").

- (J) The Licensee, being in need of a suitable premises for its business, has approached the Licensors through its above named authorized representative for grant of the Leave & License to use and occupy the said Premises, [which] the Licensors have agreed to do upon the terms and conditions hereinafter appearing.

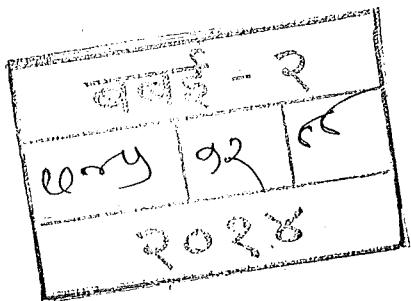
**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

1. The Licensors hereby grants to the Licensee, the license and permission to use and occupy, Unit No.102 admeasuring in the aggregate 13,915 square feet Saleable Area on the 1<sup>st</sup> floor of the said building Tower 'B' in the Complex (hereinafter referred to as "**the said Unit**") together with the right to use and enjoy car parking spaces bearing nos. 197 to 203 (7 bay car parkings in the podium level of P0 of Tower B ) and 121 A/B, 122 A/B, 123 A/B (6 mechanical car parkings in the podium level of P2 of Tower B) as indicated in Annexure "C" attached hereto (hereinafter referred to as "**the said Car Parking Spaces**") together with the benefit of the amenities and the equipments contained in the Unit and the Tower 'B' (the said Unit, the said Car Parking Spaces are more particularly described in the Schedule hereunder written and the hereinafter collectively called "**the Licensed Premises**")
2. (a) The license hereby granted shall be for a period of 5 years commencing from 15<sup>th</sup> March, 2014 and ending on 14<sup>th</sup> March, 2019 (hereinafter referred to as the "License Period") for a license fee of Rs.18,78,525/- (Rupees Eighteen Lakh Seventy Eight Thousand Five Hundred Twenty Five Only) subject to deduction of Income Tax at source, as and when applicable and the said license fee shall be paid by the Licensee to the Lessor on or before the 5th day of each month in advance.

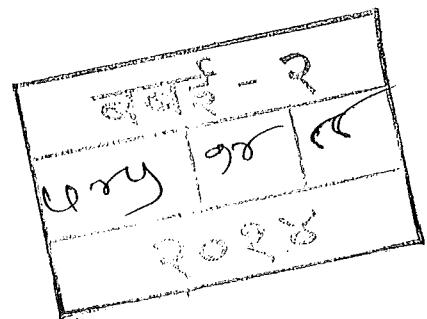
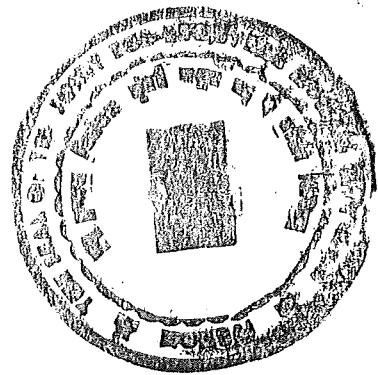




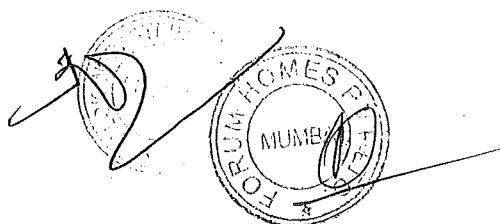
- (b) The Lessor and Licensee agree that there will be an escalation of 15% in License fee after expiry of license period of the initial 3 years over the last paid license fee. The Licensee agrees to make payment of service tax, at the applicable rate from time to time, to the Lessors.
- (c) The Licensee shall be entitled to a License Fee free period up to 90 days from the date of obtaining permission from Municipal Corporation of Greater Mumbai ("Fit-Out Tenure") and the first payment of the License fee shall commence thereafter.
- (d) The license hereby granted to the Licensee to use and occupy the Licensed Premises shall be for the purpose of office space as per IT / ITES policy of Government of Maharashtra 2003 and amended from time to time and activities incidental thereto of the Licensee. The Licensee shall have unlimited access at all times (24 hours and 365 days of the year) to the Licensed Premises.
3. (a) The Licensee shall, simultaneously on execution of the Leave and License Agreement and handover of possession of the Premises to the Licensee, place with the Lessors an amount equivalent to Six (6) month's License Fee, free of interest, as a security deposit.
- (i) Two month license fee of Rupees 37,57,050/- (Rupees Thirty Seven Lakh Fifty Seven Thousand and Fifty Only) at the time of signing the Head of Terms;
- (ii) Two month license fee of Rupees 37,57,050/- (Rupees Thirty Seven Lakh Fifty Seven Thousand and Fifty Only) upon completion of legal due diligence and procurement of BMC permission; and
- (iii) Balance Security Deposit of Rupees 37,57,050/- (Rupees Thirty Seven Lakh Fifty Seven Thousand and Fifty Only) equivalent to Two month license fee at the time of registration of Leave and License Agreement and simultaneous hand over of the Licensed Premises for fit outs.
- (b) The entire amount paid by the Licensee as interest free security during the leave and licence period shall be refunded by the Lessors to the Licensee without any interest thereon, against the Licensee surrendering peaceful and vacant physical possession of the Licensed Premises whether on expiry or earlier termination of this license subject to adjustment of arrears of rent / outstanding statutory dues and any other sum due and payable to the Lessors.
- (c) In the event that the Lessors fail to refund the Security Deposit to the Licensee as stated herein, the Licensee shall be entitled to continue to occupy the Licensed Premises without the payment of any License Fee or any other charges until such time that the Lessors return to the Licensee, the entire amount of the Security Deposit.
4. (a) The Lessors shall permit, subject to the Licensee having fulfilled all its obligations under this Agreement, the Licensee's entry in the Licensed Premises for carrying out interior work / fit outs (hereinafter referred to as "Fit Out Period") like flooring, false ceiling, painting and other activities by the Lessors for a rent free period of 90 days upon receipt of the entire security deposit and registration of the Agreement. This possession shall be purely on a license basis for the limited purpose of carrying out fit outs. By no stretch of imagination shall it be construed to be a possession by the Licensee.

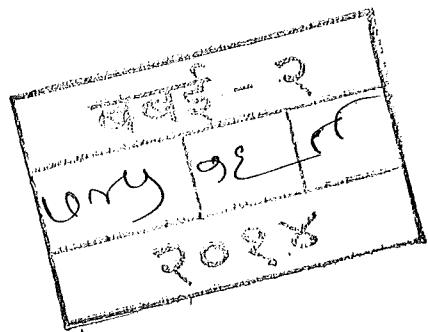


- (b) The Fit- Out Tenure shall be treated as a License fee free period as provided herein above. The Licensee shall, however, pay the electricity charges consumed in the Licensed Premises or charges for any other services i.e. water and / or all other services, if any availed of, on actuals.
- (c) The Licensors shall provide all necessary reasonable assistance as may be required to the Licensee to enable the Licensee and its agents to complete the interior work / fit outs in a time bound manner.
5. The Licensee shall not be entitled to make any structural additions, variations, alternations or modifications of any kind whatsoever in the Licensed Premises or any part thereof.
6. Both the parties shall not terminate this Leave and License Agreement until the expiry of 3 years from the date of execution of this Agreement (hereinafter referred to as the "Lock-in Period"). In case, the Licensee terminates the license of the Licensed Premises prior to the expiry of aforesaid Lock-in Period, then the Licensee shall be liable to pay the license fee for the balance lock-in-period to the Licensors, failing which the same would be deemed to be a specific breach of contract on part of the Licensee. Both the parties, may, however, terminate the license by giving three months prior notice to each other in writing during the Lock-in period for termination of the Agreement immediately upon expiry of the lock in period.
7. The Licensors hereby represents to and covenant with the Licensee as follows:
1. The Licensors have full right and absolute authority to grant the License of the Licensed Premises to the Licensee for the purpose of its Business.
  2. The Licensee, at its own cost, shall furnish the Licensed Premises, as per layout and designed drawings approved by the Licensors and statutory authorities, if any as may be applicable.
  3. The Licensee shall not commit any act, deed, matter or thing during the period of License, whereby the Lessor's right to grant the License or the Licensee's right to use the Licensed premises, is jeopardized, affected or rendered void.
8. It is agreed that the Municipal taxes, any other rates and taxes levied by state and/or central government and/or by any statutory authority including local bodies and Society Maintenance charges, in respect of the Licensed Premises shall be borne and paid by the Licensors only and the Licensee shall not be liable to contribute anything towards the same. The Licensors shall ensure that all such taxes, charges, etc. are paid in time and the Licensed Premises is free of any charge arising on account of non-payment or short payment of such dues. In case of failure on the part of the Licensors to make payment of any of the aforesaid dues, as a result of which the license granted hereunder is likely to be adversely affected, then in such event the Licensee shall be entitled to pay such dues directly to the concerned authorities under prior intimation to the Licensors and to first adjust such payment against the licensee fee and other charges payable by the Licensee to the Licensors. 93
9. If the Licensee consecutively commits two defaults in payment of License Fee, this agreement shall be liable to be terminated by the Licensors upon giving 30 days notice in writing to the Licensee at its office address mentioned above, specifying the default committed and calling upon the Licensee to remedy the default within the notice period of 30 days. If the Licensee fails to remedy the default within the said notice period, the license shall come to an end at the end of the said notice period of 30 days, whereupon the Licensee shall immediately vacate and handover the Licensed Premises to the Licensors. In such a case, the security deposit would be handed over to the Licensee only upon receipt of vacant and peaceful possession of the Licensed Premises and after adjusting the arrears of the license fees and other dues, if any.



10. That the Licensee shall not, during continuance of this Agreement, assign, sub-let, mortgage, grant any license in respect of the Licensed Premises or any part thereof to any other party nor shall part with possession of any part of whole thereof under any arrangement whatsoever.
11. The Licensee shall be at liberty to affix or display its name board in relation to its business, on the main door of the Licensed Premises after obtaining due permission from the concerned authorities as may be required in Law and subject to the approval from the Licensors and the facility management team of the Complex.
12. The original keys of the premises shall always remain with the Licensors. However, for the convenience of the Licensee a duplicate set of keys will be given to the Licensee.
13. The Licensee hereby agrees and declares that no tenancy or sub-tenancy of any nature whatsoever shall be deemed to have been created in favour of the Licensee by virtue of this agreement; nor shall the Licensee claim any such right of tenancy or sub-tenancy or any reduction in the License Fee in respect of the licensed premises. Any variation hereto shall not be valid and binding upon or enforceable against the parties hereto, unless the same are, duly recorded in writing in the form of a supplemental agreement signed by both the parties hereto..
14. The Licensee hereby covenants with the Licensors as follows:-
  - (a) To pay the License Fee and other amounts payable by him hereunder, regularly and punctually as provided hereinabove;
  - (b) To use the said Licensed Premises for official use only as per IT / ITES policy of Government of Maharashtra 2003 and amended from time to time and in a prudent manner;
  - (c) Not to hold the Licensors responsible or liable for any loss or damage suffered by the Licensee on account of theft, fire or any cause in the said Licensed Premises or for any harm or injury caused to any person present on the said Licensed Premises, for no fault of the Licensors;
  - (d) To allow the Licensors or any persons authorised by the Licensors into the Licensed Premises, during working hours and after giving 24 hours prior notice to the Licensee. Provided however, in case of emergencies the Licensors shall have the right to enter the Licensed Premises by giving a prior intimation whereof to the Licensee for inspecting the condition of the Licensed Premises and for carrying out necessary repairs to the Licensed Premises and the necessary fixtures, fittings and appliances there. In case of major repairs, the Licensee shall intimate in writing to the Licensors who shall immediately carry out the same at its costs and expenses.
  - (e) Not to make any structural changes or modifications to the Licensed Premises without prior written approval from the Licensors, the Developer and concerned authorities.
  - (f) The said Licensed Premises would be used and occupied by the Licensee and its bonafide Employees, Customers, and visitors.
  - (g) Not to cause nuisance or annoyance to, or in any way, disturb and/or interfere with the use of other occupiers of the other portions /buildings in which the Licensed Premises is situated.

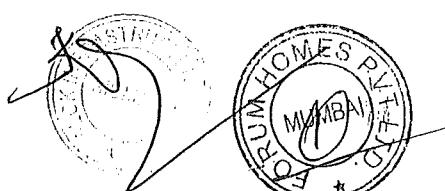


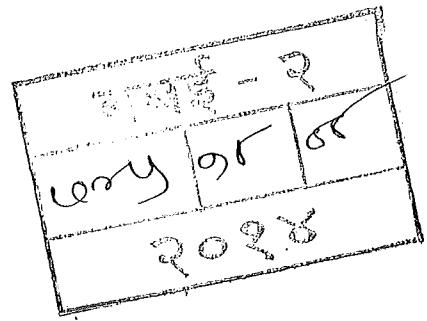


- (h) To make good to the Licensors any loss or damage that may be caused to the said Licensed Premises or property of the Licensors therein on account of negligence or any act of commission or omission on the part of the Licensee and the its employees, customers, visitors and/or other persons entering the said Licensed Premises;
- (i) Not to do or permit to be done anything upon the said Licensed Premises which may cause nuisance to the Licensors or other occupants of the Condominium;
- (j) Not to bring or store in the said Licensed Premises any combustible material or other dangerous things which may jeopardize the safety of the said building or which may result in the increase of the insurance premium or render void the insurance;
- (k) On the expiry of this Agreement, to vacate and hand over peaceful possession and keys of the of the said Licensed Premises to the Licensors by removing the Occupant and belongings from the said Licensed Premises, after paying all the lawful charges payable under these presents by the Licensee which have remained in arrears till the date of handing over the vacant and peaceful possession of the said Licensed Premises to the Licensors.

PROVIDED ALWAYS and it is hereby expressly agreed that any grant of time by the Licensors to the Licensee for vacating the said Licensed Premises, shall not be deemed to be a waiver of the breach nor shall it amount to renewal of the License.

- (l) The Licensee shall keep its articles and other belongings insured solely at its own cost and the Licensors shall not be held liable for any theft, fire burglary or loss of its articles.
- (m) The Licensee shall not carry out any wilful acts as would be construed as breach of standard rules, regulations of the condominium bylaws or indulging in any activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance to the other members of the condominium in the building.
- (n) From the date of commencement of this Agreement until the expiry, termination or earlier determination of this Agreement, the Licensee in addition to License Fee, shall also be liable to pay directly to the concerned authorities the following:
  - (i) Telephone charges and rentals in respect of the telephone lines, leased lines and any other telecom infrastructure; The Licensors hereby permits the Licensee to apply for and obtain in its name and install in the Licensed Premises telephone connections/ cable and other telecom infrastructure connections of such number and from such service provider as the Licensee may deem fit. The Licensors agree to provide all necessary reasonable cooperation / consent and issue necessary letters as may be reasonably required by the Licensee to obtain such connection.
  - (ii) Charges for consumption of electricity including charges for air-conditioning, lighting and power supply, consumed in the Licensed Premises in accordance with the electrical bills received by the Licensee / Licensors from BEST or other electricity companies. The Licensee shall arrange for the electrical meter for the Licensed Premises at its own cost and pay the actual amount of bill within the time limit prescribed by the electricity provider company.



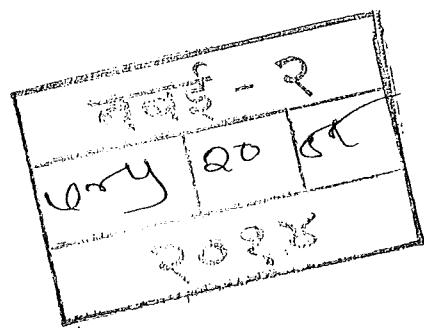
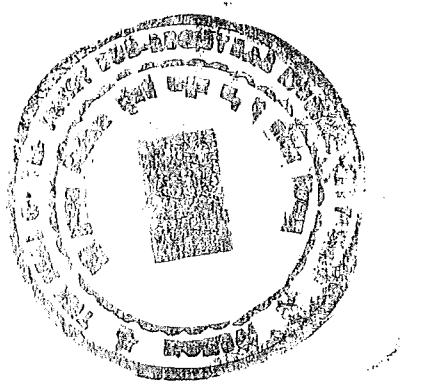


- (iii) Charges for consumption of cable, internet connection and all other facilities used by the Licensee in the Licensed Premises.
  - (iv) Charges for any other services / utilities that the Licensee may use for its benefit.
  - (v) To observe, perform, abide by and/or comply with all rules, regulations and bye-laws of the Developer / Condominium / Society as may be prescribed by the said Developer / Condominium / Society in so far and to the extent any such rules, regulations and/or bye-laws are required to be observed by the Licensor as owners of the Licensed Premises.
  - (vi) Not to claim exclusive possession of the Licensed Premises, (it being specifically agreed that the juridical possession of the Licensed Premises shall always be with the Licensors) nor to claim any tenancy right or higher right other than the right to use the Licensed Premises as a Licensee;
  - (vii) To indemnify the Licensors against any loss or damage that may be suffered by the Licensors as a result of breach of any of the terms, conditions and covenants herein contained, by the Licensee or any of its employees or agents;
- (o) The Licensee hereby agrees and declares that no tenancy or sub-tenancy of any nature whatsoever shall be deemed to have been created in favour of the Licensee by virtue of this Agreement; nor shall the Licensee claim any such right of tenancy or sub-tenancy or any reduction in the License Fee in respect of the Licensed Premises. Any variation hereto shall not be valid and binding upon or enforceable against the Parties hereto, unless the same are duly recorded in writing in the form of a supplemental agreement/side letter signed by the Parties hereto.
- (p) The Licensors shall at all times during the period of license, keep the Licensed Premises insured against any structural damage, damage by fire, earthquake, floods, riots and other risks at its own cost for the replacement cost of the Licensed Premises.

The Licensee shall keep its equipment, installations, goods and all assets that may lie in the Licensed Premises insured.

- (q) (i) This Agreement supersedes all earlier letters, correspondence etc. that may have been exchanged by the parties herein.
- (ii) Any delay, tolerance or indulgence shown by the Licensors in enforcing the terms of this agreement or any forbearance or grant of time to the licensee by the Licensors in respect of any breaches or non-compliance of any of the terms and conditions of this agreement by the Licensee shall not in any manner prejudice the rights herein mentioned of the Licensors.

15. The Licensors shall be entitled, at any time after the possession of the Licensed Premises, to mortgage, sell or transfer the whole, but not part of the Licensed Premises to any person of its choice provided that in case of such mortgage, sale or transfer as aforesaid, the same shall be without prejudice to the rights of the Licensee as set out herein and/or in the Leave and License Agreement and the mortgagee / purchaser/ transferee shall confirm the same in writing and agree to comply with the terms of the Leave and License Agreement executed in pursuance hereof.
16. Both the Licensors and Licensee shall not disclose the existence of this Head of Terms and /or any of the terms proposed hereunder to any third party without the prior written permission of the other party, except only to discuss the proposal with their respective financial and legal advisors, who shall abide and bound by this confidentiality obligation.



17. The Licensors hereby indemnify and undertake to keep indemnified the Licensee from all losses, claims, expenses, damages, costs, penalties, fines incurred or imposed on account of actions of any third party or the government or regulatory or local authority in respect of the Licensed Premises either prior or during the license period. Without Prejudice to the aforesaid, in the event the Licensee is the affected Party, the Licensee shall be entitled to deduct such expenses, charges, from the amount payable to the Licensors.

The Licensee shall keep the Licensors indemnified in any actions, proceedings, claims or demands arising out of any act of commission or omission, misrepresentation or default of the Licensee, its employees, servants, customer, visitors and agents with regard to this agreement, the nature of usage of the Licensed Premises including failure to make the payment of pending dues and against all costs and expenses which the Licensors may have to pay or incur or sustain or suffer as a result of such action, proceedings, claims or demands whatsoever.

18. In case of a force majeure condition such as earthquakes, tidal waves, floods and/ or fire, storm, tempest, war, riot, civil commotion, strike, lockout, rejection of permission or approval or consent by any government or regulatory authority in respect of the said Licensed Premises, labour unrest, political unrest, economic recession, acts of terrorism, and/ or any other act of God that is not caused due to any act of negligence and/or beyond the control of the Licensors or the Licensee, the result of which the Licensed Premises is substantially damaged or cannot be used by the Licensee for its purpose as mentioned herein or in the case of any other situation not mentioned herein by which the usage of the Licensed Premises is rendered impossible or unfeasible for a continuous period of 2 (two) months, then in such an event this Agreement shall stand terminated and cancelled in all respects.

19. All notices, requests, consents, or other communications required or permitted to be given under this Agreement shall be in writing and may be sent by registered post or speed post and/or Under Certificate of Posting at the addresses mentioned in the title of this Agreement. In case of any change in address, then both the Parties shall ensure that the same is communicated in writing to either Party forthwith, failing which communication sent at the last known address shall be deemed to be a valid service.

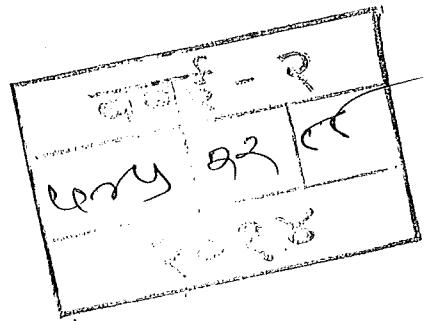
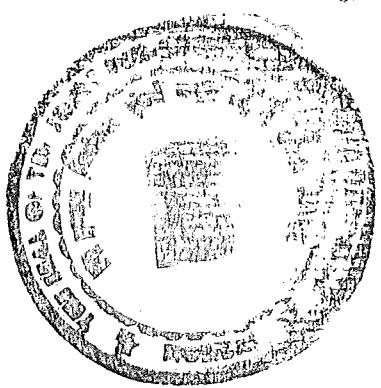
20. The Parties hereto agree that, any variation, revision or amendment of any of the terms or provisions hereof shall not be valid or binding upon the Parties, unless the same is recorded by the Parties hereto in writing

21. The stamp duty and registration charges in respect of this Leave and License Agreement shall be borne by the Licensors and Licensee in equal proportion. The Licensee should attend through its duly authorized representative and signatory the office of the Sub-Registrar of Assurances as and when required by the Licensors to register the Agreement.

22. This License shall be interpreted and governed by Indian Laws. Any dispute or difference shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall comprise of three arbitrators, one to be appointed by the Licensors, one to be appointed by the Licensee and the two arbitrators so appointed shall appoint the third arbitrator. The place of arbitration shall be Mumbai, India.

The venue for arbitration shall be Mumbai and the proceedings shall be conducted in English language.

23. The Courts in Mumbai alone shall have exclusive jurisdiction in case any dispute arises between the Parties under this Agreement or any modification or amendment thereof.



## SCHEDULE OF THE LICENSED PREMISES

Unit No. 102 admeasuring 13,915 square feet of saleable area on the 1st floor of the building called Tower 'B' in "Peninsula Business Park" complex situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013 bearing Cadastral Survey No. 243 of Lower Parel Division and the right to use and enjoy car parking spaces bearing nos.197 to 203 (7 bay car parkings in the podium level of P0 of Tower B ) and 121 A/B, 122 A/B, 123 A/B (6 mechanical car parkings in the podium level of P2 of Tower B). The Floor Plan of Unit 102 is hereto annexed and marked as Annexure 'D'.

IN WITNESS WHEREOF the parties have set and subscribed their hands the day and year first hereinabove written.

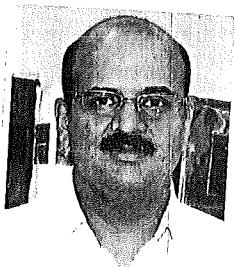
SIGNED AND DELIVERED by the  
within named Licensors,  
ALOK INFRASTRUCTURE LIMITED  
Through its Authorised Officer Kalpesh Jhunjhunwala  
pursuant to the Resolution Dated  
6/1/2014 in  
the presence of \_\_\_\_\_



For Alok Infrastructure Limited

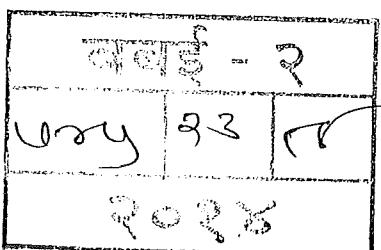
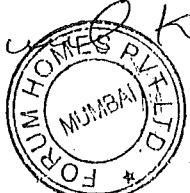
Director/Authorised Signatory

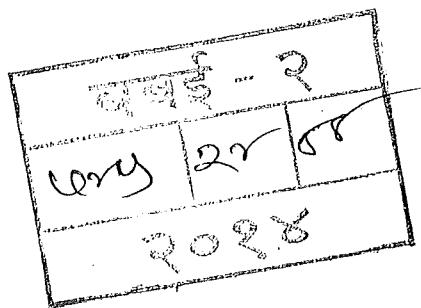
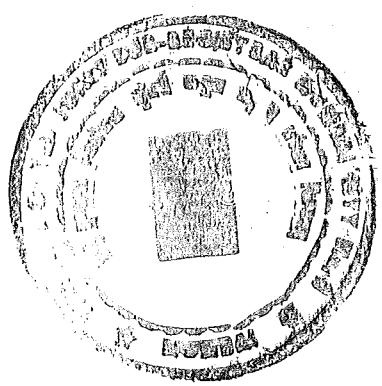
1. Monik Seha Molek Sale
2. Nitesh Jaywant *N. Jaywant*



SIGNED, SEALED AND DELIVERED  
by the within named Licensee,  
FORUM HOMES PRIVATE LIMITED  
Through its Executive Director  
Nirmal Kumar Lunawat pursuant to  
the Resolution Dated 20<sup>th</sup> January 2014 in  
the presence of \_\_\_\_\_

1. Monik Seha Molek Sale
2. Nitesh Jaywant *N. Jaywant*





# **ALOK INFRASTRUCTURE LIMITED**

Regd. Office: Peninsula Business Park, Towers-B, 2<sup>nd</sup> & 3<sup>rd</sup> Floor,  
G. K. Marg, Lower Parel (W), Mumbai – 400 013.  
Tel: 6178 6200 – Fax No.6178 6118

## **CERTIFIED TRUE COPY OF RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON 6<sup>TH</sup> JANUARY, 2014 AT THE CORPORATE OFFICE OF THE COMPANY AT PENINSULA BUSINESS PARK, TOWERS-B, 3RD FLOOR, G. K. MARG, LOWER PAREL, MUMBAI -400013.**

“RESOLVED THAT the Company do give its Unit No.102 admeasuring to 13,915 sq.ft. Saleable area on the 1<sup>st</sup> floor of the building called Tower B in the Peninsula Business Park complex situated at Cadastral Survey No. 243 of Lower Parel Division, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013 along with 13 car parking spaces bearing nos.197 to 203(7 bay car parks) in the podium level P0 and 121A/B,122A/B and 123A/B (6 Mechanical car parks) in the podium level P2 of the said Tower B (hereinafter collectively referred to as “the Car Parking Spaces”) to Forum Homes Private Limited having its Registered Office at 4/1, Red Cross Place, Kolkata – 700 001. (**“the Licensee”**) on leave and license basis for a period of 5 years commencing from 15th March, 2014 and ending on 14th March, 2019 at a monthly license fees of Rs.18,78,525/- (Rupees Eighteen Lakh Seventy Eight Thousand Five Hundred Twenty Five Only) with an escalation of 15% in License fee after expiry of license period of the initial 3 years over the last paid license fee and on such terms and conditions as may be mutually agreed upon between the Company and the above named Licensee.

RESOLVED FURTHER THAT the Licensee has agreed to make payment of an amount equivalent to Six (6) month’s License Fee, free of interest, as a security deposit to the Lessor.

RESOLVED FURTHER THAT the company do execute/sign the necessary Leave and License agreement or other relevant documents with the above named Licensee and the same be signed by Shri Kalpesh Shah– Authorised Officer of the Company.

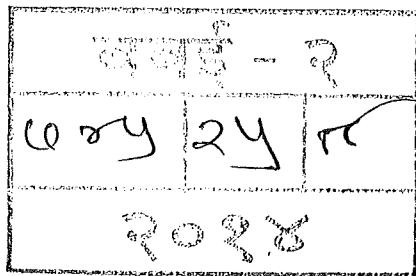
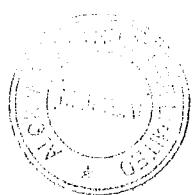
RESOLVED FURTHER THAT Shri Kalpesh Shah– Authorised Officer of the Company be and is hereby authorized to present for registration and to admit the execution of such Leave and License Agreement or such other documents, deeds, in respect of the above-referred Unit, with the Sub-Registrar of Assurances, Mumbai or other office of officers appointed on behalf and if necessary to make any alterations of a formal nature therein for the purpose of registration thereof and to do every act, deeds or thing necessary for the purpose of completing the execution and registration of the said agreements/document on behalf of the Company.

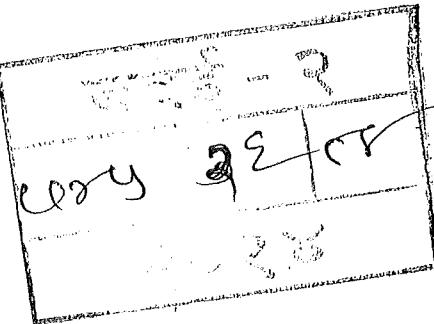
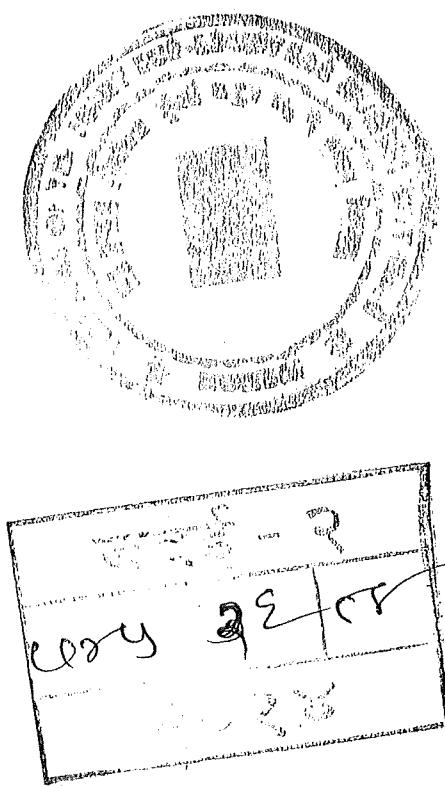
RESOLVED FURTHER THAT wherever required the Common Seal of the Company be affixed on the above-referred Leave and License Agreement or any other documents, deeds, papers etc. as may be required for the above purpose in the presence of anyone of the above named directors/officers of the Company.

RESOLVED THAT any one of the directors of the Company be directed to send a copy of this Resolution to the concerned authority for their information and record.”

**CERTIFIED TRUE COPY  
FOR ALOK INFRASTRUCTURE LIMITED**

Dilip B. Jiwrajka  
**DIRECTOR**





# FORUM

PROJECTS

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S FORUM HOMES PRIVATE LIMITED AT THEIR MEETING HELD ON MONDAY, THE 20<sup>TH</sup> DAY OF JANUARY, 2014 AT THE OFFICE OF THE COMPANY AT 4/1, RED CROSS PLACE, KOLKATA-700001

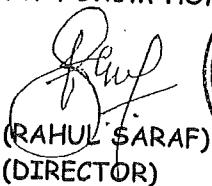
AUTHORISATION: It was:

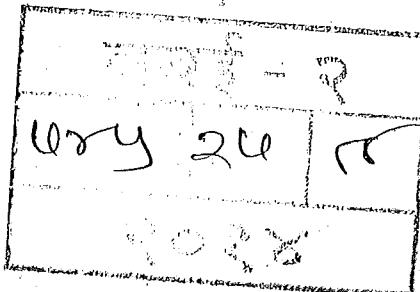
"RESOLVED THAT the company do enter into a leave and license agreement with M/s Alok Infrastructure Limited having its registered office at Peninsula Business Park, Towers-B 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013 ("the Lessor") to take from them all that space comprised in their Unit No. 102 admeasuring to 13,915 sq.ft., saleable area on the 1<sup>st</sup> floor of the building called Tower B in the Peninsula Business Park complex situated at Cadastral Survey No. 243 of Lower Parel Division, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400 013 along with 13 car parking spaces bearing nos. 197 to 203 (7 bay car parkings in the podium level P0 of Tower B) and 121 A/B, 122 A/B, 123 A/B (6 mechanical car parkings in the podium level of P2 of Tower B) (hereinafter collectively referred to as "the Car Parking Spaces") on leave and license basis for a period of 5 years commencing from 15th March, 2014 and ending on 14th March, 2019 at a monthly license fees of Rs. 18,78,525/- (Rupees Eighteen Lakh Seventy Eight Thousand Five Hundred Twenty Five Only) with an escalation of 15% in License fee after expiry of license period of the initial 3 years over the last paid license fee and payment of an amount equivalent 6 (six) months licence fee by way of interest free security deposit and on such terms and conditions as may be mutually agreed upon between the company and the above-named Lessor and that Shri Nirmal Kumar Lunawat, Executive Director of the company be and is hereby authorised for and on behalf of the company to execute, sign, file and deliver for and on behalf of the company, the said leave and license agreement and all such other documents and papers etc., as may be required in this behalf in respect of the said unit, admit the execution thereof, present the same before with the Sub-Registrar of Assurances, Mumbai or other office or officers appointed in that behalf and have it registered and perfected and if necessary make any alterations of a formal nature therein for the purpose of registration thereof and to do all such acts, deeds and things as are necessary for the purpose of completing the execution and registration of the said agreement and all such other documents and papers and to give effect to this resolution."

"FURTHER RESOLVED THAT the common seal of the company, if required, be affixed on the said agreement and all such other documents and papers etc., as may be required in accordance with the articles of association of the company in the present of any one of the directors of the company and Shri Nirmal Kumar Lunawat, Executive Director of the Company".

Certified to be true copy

For FORUM HOMES PRIVATE LIMITED

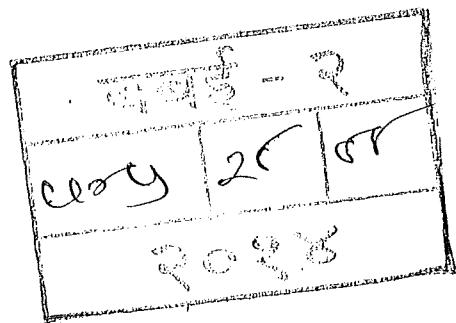
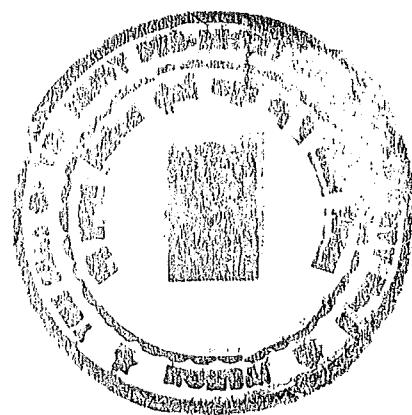
  
(RAHUL SARAF)  
(DIRECTOR)



Forum Homes Private Limited

Regd. Office : Marathon Innova "A" Wing 7<sup>th</sup> Floor, Off Ganpatrao Kadam Marg, Lower Parel, Mumbai, Maharashtra - 400013  
Head Office: 4/1, Red Cross Place, Kolkata - 700001, Phone : +91 33 2248 5901/4108, 4011 7000, Fax : +91 33 2248 7843

E-mail : info@forumprojects.in





दुर्यम निवंधक: मुंबई शहर 2 (वरळी)

दरत्तकमांक व वर्ष: 7932/2009

Thursday, March 01, 2012

5:29:25 PM

## सूची क्र. दोन INDEX NO. II

नोंदणी 63 ग.

Regn. 63 m.e.

गावाचे नाव: लोअर परेल

- (1) विलेखाचा प्रकार, मोबदल्याचे रचकृप करारनामा  
य बाजारभाव (भाडेपटलचाच्या  
बाबतीत पटटाकार आकारणी देतो करारनामा  
की पटटेद्वार ते नमूद करावे) मोबदला रु. 11,00,00,00,000.00  
बा.भा. रु. 7,287,241,500.00

- (2) भू-मापन, पोटहिरसा व घरक्रमांक  
(असल्यास)  
(3) क्षेत्रफल  
(4) आकारणी किंवा जुडी देण्यात  
असेल तेथा
- (1) सिटिएस क्र.: 243 वर्णन: एकूण युनिट 40, 1 ते 20 वा मजला, टॉवर बी, पेनिनसुला  
विजेनेस पार्क, सेनापती बापट मार्ग, लोअर परेल, मुंबई-13. सदर दरता क्रं एडीजे क्रं  
एम/2230/09 सीआरटी/एम1976/09 दि/08/11/09. -- 600 कारपार्किंग स्पेस (सदर दस्त. दि  
11/11/09 रोजी निष्पादित झालेला आहे.)  
(1) 43210.26 चौ मी विल्टअप

- (5) दरत्तऐवज करून देण्या-या  
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा  
विवाणी न्यायालयाचा हुक्मनामा  
किंवा आदेश असल्यास, प्रतिवादीचे  
नाव व संपूर्ण पत्ता  
(6) दरत्तऐवज करून घेण्या-या  
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा  
विवाणी न्यायालयाचा हुक्मनामा  
किंवा आदेश असल्यास, वादीचे नाव  
व संपूर्ण पत्ता  
(7) दिनांक करून दिल्याचा 18/11/2009  
(8) नोंदणीचा 18/11/2009  
(9) अनुक्रमांक, खंड व पृष्ठ 7932/2009

- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क  
(11) बाजारभावाप्रमाणे नोंदणी  
(12) शेष

संदर्भ- नोंदणी अधिनियम, 1908 चे नियम 68(2)  
अर्जदार "अलोक रिअलटर्स प्रा लि तरफे ऑफो सिनेटरी के एच गोपाळ - -" याचे सूची क्र. 2 मध्ये  
दुरुरती करणेबाबतच्या विनंती अर्जाचे अनुरंगाने दुर्यम निवंधक "मुंबई शहर 2 (वरळी)", जिल्हा  
"मुंबई" याचे कार्यालयातील "दस्त क्र.7932 / वर्ष 2009" ची तपासणि केली असता, अर्जदाराचि  
विनंती योग्य असल्याबाबत जिल्हा निवंधक यांचेकडील आदेश क्र. "547" दिनांक "18/11/2009"  
उसार दुर्यम निवंधक, "मुंबई शहर 2 (वरळी)", जिल्हा "मुंबई" यांचे कार्यालयातील "दस्त क्रमांक  
7932 / वर्ष 2009" च्या सूची क्र.2 मधील एकाना क्र. (2) मध्ये दिनांक 18/11/2009  
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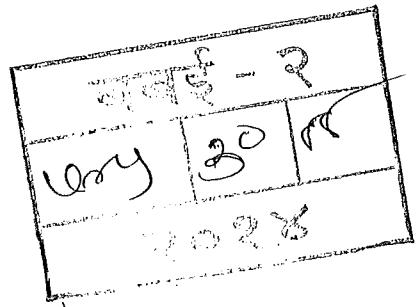
खारी प्रत  
*Mel*  
सह दुर्यग निवंधक, मुंबई-२



श्री/श्रीमती असुर अ/अ. पालकु  
यांचा दावांचे ता/०१/१२ च्या अर्जिनासार  
क्र. ५४८. नयकल दिली तारीख ११/११/२०१२

*✓* सह दुर्यग निवंधक काम करार क्र. २

SARITA REPORTS VERSION 6.2.19



*Annexure A*

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

No. EB/2630/GS/A

03/03/11

To

Owner

M/s. Peninsula Land Limited  
(Dawn Mill),  
Ganpatrao Kadam Marg,  
Lower Parel,  
Mumbai-400 013

Ganpatrao Kadam Marg - I  
Ground Floor + 3 Level, 3rd Flotr  
B Wing, Ganpatrao Kadam Marg, Dharwala  
Opp. 5th Milestone, Lower Parel,  
Mumbai - 400 008

**Sub:** Proposed part occupation to building for I.T. user on  
the property bearing C.S.No.243 of Lower Parel  
Division, situated at Ganpatrao Kadam Marg, Lower  
Parel, Mumbai

**Ref:** Your Architect's letter under no.  
SN/251/425/MMC/2010-11 dated 01.03.2011.

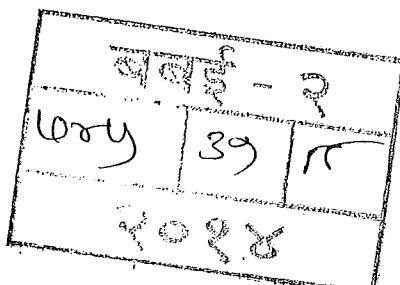
**WITHOUT PREJUDICE**

Sir,

With reference to above letter, this is to inform you that there is no objection to occupy the entire wing 'B' comprising of basement + stilted ground floor + 3 level podium + stilted floor + 20 upper floors, which is constructed under supervision of Architect Shri Parag Parekh (Regn. No.CA/96/19908) and Regd. Structural Engineer Shri Girish David (Regn.No.STR D-59) subject to following conditions :

- 1) All remaining I.O.D. conditions dated 12.4.2007 and last amended plan dated 29.4.2011 shall be complied with before asking further occupation.
- 2) That the final C.F.O. N.O.C. for remaining work shall be submitted before asking further occupation.
- 3) Final N.O.C. from Tree Authority shall be submitted before asking further occupation.
- 4) The final completion certificate from E.E.(S.W.D.) shall be submitted before granting further occupation.

This occupation permission is granted without prejudice to rights of M.C.G.M. to take action under Section 353-A of M.M.C. Act, if found necessary.



A set of plans duly stamped/signed showing occupation permission granted to portion marked red is returned herewith as token of approval.

Yours faithfully,

*B. S. Parekh*  
Dy. Chief Engineer  
Building Proposals (City)

This Board is not entitled or authorized to grant any building permission to anyone to construct or proceed CERTIFIED TO BE TRUE COPY

J. P. PAREKH & SON

Architects & Surveyors

Mumbai - 400 001, India

19th February 1988

Plots 100 ft by 100 ft or 120 ft by 100 ft or 120 ft by 120 ft.

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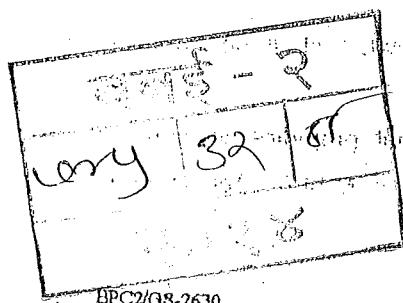
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*Annoxure B*

# HIGH COURT, BOMBAY

155175

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO.535 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO.496 OF 2013

Alok Land Holdings Private Limited.....

Petitioner/the First Transferor Company,

AND

COMPANY SCHEME PETITION NO.536 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO.497 OF 2013

Alok Realtors Private Limited Company.....

Petitioner/the Second Transferor Company,

AND

COMPANY SCHEME PETITION NO.537 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO.498 OF 2013

Alok H&A Limited.....

Petitioner/the Third Transferor Company

AND

COMPANY SCHEME PETITION NO.538 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO.499 OF 2013

Alok Retail(India) Limited .....

Petitioner/the Fourth Transferor Company.

AND

COMPANY SCHEME PETITION NO. 539 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 500 OF 2013

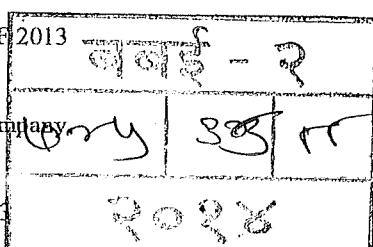
Alok Apparels Private Limited.....

Petitioner/the Fifth Transferor Company

AND

COMPANY SCHEME PETITION NO. 540 OF 2013

CONNECTED WITH



# HIGH COURT, BOMBAY

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COMPANY SUMMONS FOR DIRECTION NO. 501 OF 2013  
Alok Infrastructure Limited ....Petitioner/the Transferee Company.

In the matter of the Companies Act I of  
1956.

AND

In the matter of Sections 391 to 394 of  
the Companies Act, 1956.

AND

In the matter of the Scheme of  
Amalgamation of Alok Land Holdings  
Private Limited AND Alok Realtors  
Private Limited AND Alok H&A  
Limited AND Alok Retail (India)  
Limited AND Alok Apparels Private  
Limited WITH Alok Infrastructure  
Limited AND their Respective  
Shareholders,

## Called for Hearing

Mr. Hemant Sethi / Hemant Sethi & Co., Advocates for the Petitioners  
in all the Petitions.

Mr. Hafeezur Rehman i/b M/s. D.H.Law Associates for IBM India  
Private Limited one of the Unsecured Creditors in CSP No.537 of  
2013.

Mr. Nakesh Singh i/b M/s. Meekini & Co for Fashion Dezire one of  
the Unsecured Creditors in CSP No.537 of 2013.

Mr. C.J.Joy with L. S. Shetty i/b Mr.H.P.Chaturvedi for Regional  
Director in all the Petitions.

Mrs. R.N. Sutar, Asst. Official Liquidator, present in CSP No. 535 of  
2013 to 539 of 2013

CORAM: N.M.JAMDAR, J

DATE : 11<sup>th</sup> OCTOBER, 2013

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# HIGH COURT, BOMBAY

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1. Heard learned counsel for parties. None of the party has contravened averments made in the Petition.
2. The sanction of the Court is sought under Sections 391 to 394 of the Companies Act, 1956, to a Scheme of Amalgamation of Alok Land Holdings Private Limited and Alok Realtors Private Limited and Alok H&A Limited and Alok Retail (India) Limited and Alok Apparels Private Limited with Alok Infrastructure Limited and their respective Shareholders.
3. The learned Advocate for the Petitioner Companies states that the First Transferor Company is engaged in the business of real estate development and constructions and acquisition of land for development. The Second Transferor Company is engaged in the business of real estate development and construction projects. The Third Transferor Company is engaged in the business of selling garments, Bed & Bath, fabrics and accessories through its dealers operating exclusive brand outlets stores under brand name of H & A. The Fourth Transferor Company is engaged in the retail business of selling garments, Bed & Bath, fabrics and accessories through its dealers operating exclusive brand outlets stores and also companies own exclusive brand outlets stores under brand name of H & A. The Fifth Transferor Company is presently not carrying any operating activities however upto 31st March, 2012, the Fifth Transferor Company was carrying on the business of manufacturing of garments and trading in fabrics. The Transferee Company is engaged in the business of development real estate projects and also holding investment in various real estate projects either as joint venture/associate partner or as holding company through investment in shares. The Transferee Company is the holding company of all the Transferor Companies and the objective of the Scheme is to consolidate the activities of the Transferor Companies with the Transferee Company without winding up of the former and that both the companies are part of the same group, which would inter alia help to have greater management

# HIGH COURT, BOMBAY

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focus, better, efficient and economical management, control and running of their businesses, streamline its operations, easy and speedier decision making process, minimize costs of operation and for further development and growth of the business of the Transferee Company and for administrative convenience. The proposed Scheme of Amalgamation will create positive value for all stake holders. Avoiding duplication of efforts, costs and resources Lesser regulatory / procedural compliance resulting in cost saving in fees/ duties payable on statutory compliances. Combining capital resources would strengthen financial position of the end Company. With the enhanced capabilities and resources at its disposal, the end Company will have greater flexibility to compete more effectively. The Petitioner Companies approved the said Scheme by passing the Board Resolution in their respective meetings which are annexed to the respective Company Scheme Petitions.

4. The learned Counsel for the Petitioners states that the Petitioner Companies have complied with all the directions passed in Company Summons for Direction and that the Petition has been filed in consonance with the orders passed in respective Company Summons for Direction.

5. The learned Counsel appearing on behalf of the Petitioners has stated that they have complied with all requirements as per directions of this Court and they have filed necessary Affidavits of compliance in the Court. Moreover, Petitioner Companies undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made thereunder. The said undertaking is accepted.

6. Mr. Hafeezur Rehman i/b M/s D.H.Law Associates appears for IBM India Private Limited, one of the Unsecured Creditors of Alok H & A Limited, Petitioner in CSP No.537 of 2013 and states that their claim has been settled and they have no objection to the Scheme of Amalgamation.

# HIGH COURT, BOMBAY

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7. Mr. Rakesh Singh i/b M/s M.V.Kini & Co appears for Fashion Dezire, one of the Unsecured Creditors of Alok H & A Limited, Petitioner in CSP No.537 of 2013 has filed it Affidavit dated 21<sup>st</sup> August, 2013 on 5<sup>th</sup> September, 2013. The Advocate for the Unsecured Creditors states that their claim has been settled and he withdraw its opposition to the Scheme of Amalgamation.

8. The Regional Director, Western Region, Ministry of Corporate Affairs, Mumbai has filed an Affidavit dated 20<sup>th</sup> September 2013 in Company Scheme Petition No 535 of 2013, 536 of 2013 and 538 of 2013 to 540 of 2013 inter alia stating therein that save and except as stated in paragraphs 6 (a), (b) and (c) of the said Affidavit, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraphs 6 (a),(b) and (c) of the said Affidavit, the Regional Director has stated that :

- (a) Clause 16 of the Scheme deal with change of object clause of the Memorandum of Association of the Transferee Company. In this connection, the Transferee Company may be directed to comply with provisions of section 18 read with section 40 of the Act and to file amended copy of Memorandum of Association along with Form No.21 with the Registrar of Companies.
- (b) Clause 11.1 of the scheme provides that assets and liabilities of the Transferor Companies vested in it pursuant to this scheme shall be recorded at the fair value with effect from the appointed date and not at book value.
- (c) Clause 11.3 provides that the Transferee Company's immovable property (ies) shall be revalued to recognize the fair value in the accounts of and not at book value and shall be subject to comply with Accounting Standard 10".

9. As far as the observations made in paragraph 6(a) of the Affidavit of Regional Director is concerned, the Petitioner/Transferee Company through their learned counsel undertakes to comply with provisions of Section 18 read with section 40 of the Companies Act, 1956 in respect

# HIGH COURT, BOMBAY

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of change in object clause and to file an amended copy of the Memorandum of Association alongwith the Form No 21 with the concerned Registrar of Companies.

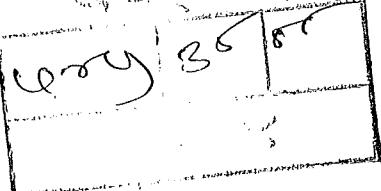
10. So far as observations made in paragraph 6(b) of the Affidavit of Regional director is concerned, the learned Counsel for the Petitioners states this is not objection but an observation stating that assets and liabilities of the Transferor Companies as per clause 11.1 of the Scheme shall be recorded at the fair value with effect from the appointed date and not at book value and the accounting entries is as per Accounting for Amalgamation as prescribed in Accounting Standard 14 issued by the Institute of Chartered Accountants of India.

11. So far as observations made in paragraph (c) of the Affidavit of Regional director is concerned, the Petitioner/Transferee Company through their Counsel undertakes to comply with Accounting Standard 10 issued by the Institute of Chartered Accountants of India with respect to accounting of the Transferee Company's immovable property(ies) at fair value and crediting the difference between fair value and book value to Revaluation reserve account.

12. The learned Counsel appearing on behalf of the Petitioners submits that in view of the observations made by the Regional Director in paragraph 6(b) & (c) of the Affidavit of Regional Director and with a view to accurately capture intention of all the parties to the transaction and give more clarity to accounting treatment, the original clause 11.1 and 11.3 of the Scheme with respect to accounting treatment at fair value needs to be modified in relation to the change in assets and its fair value in respect of Real Estate Business of the Transferor Companies therefore clauses 11.1 and 11.3 of the Scheme needs to be amended as under:

*In Clause 11.1 of the Scheme of Amalgamation following be added after the words Appointed Date.*

*"The Second Transferor Company has entered into certain sale commitments/term sheets in respect of its real estate assets upto*



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# HIGH COURT, BOMBAY

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31st March 2013. With a view to reflect the net worth fairly upon giving effect to this scheme, the Transferee Company shall record a provision for any loss arising from such commitments, as of the appointed date. Such provision for onerous obligation shall be written back to the profit and loss account to set off against loss in respect of valuation of inventory to the extent of unsold stock and loss made on actual sale of assets. The Transferee Company shall appropriately disclose the fact of such provision and the write back, as aforesaid in the financial statements drawn after giving effect to this scheme."

In Clause 11.3 of the Scheme of Amalgamation following words be delete :

"after Deferred Tax Asset/Deferred Tax Liability on such difference"

In Clause 11.3 of the Scheme of Amalgamation following be added after the words Reserve in 6th Line.

"The provision for loss as indicated in paragraph 11.1 would be adjusted against Revaluation Reserve"

13. The Counsel for the Petitioners further states that Board's Resolutions amending clause 11.1 and 11.3 of the Scheme has been passed in respective Board Meeting of the Petitioner Companies held on 20<sup>th</sup> September, 2013. Notice of proposed amendment to the Scheme were also served on Regional Director and Official Liquidator.

14. The Counsel for the Petitioners seeks leave of this Court to amend Clause 11.1 and 11.3 of the Scheme as stated hereinabove annexed to all the Company Scheme Petitions.

15. The Regional Director, North Western Region, Ministry of Corporate affairs, Ahmedabad in Company Scheme Petition No 557 of 2013 has filed an Affidavit dated 4<sup>th</sup> September, 2013 inter alia stating therein that deponent has no other objection except stated hereinabove in paragraphs 2 (a),(b) and (c) and that the Scheme of Amalgamation of Alok H & A Limited with Alok Infrastructure Limited, is not

# HIGH COURT, BOMBAY

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prejudicial to the interest of shareholders and public at large. In paragraphs 2 (a) ,(b) and (c) of the said Affidavit, the Regional Director has stated that :

"(a) That the deponent submits that the scheme is filed for sanction of the proposed scheme of amalgamation of five transferor companies which are to be amalgamated with the Transferee company namely M/s Alok Infrastructure Limited and the proposed appointed date is 01.04.2012. The Transferor Company No. 3 namely M/s Alok H & A Limited falls under the jurisdiction of this Directorate, North Western Region, Ahmedabad.

(b) That the deponent submits that all the shares of the transferor company no. 3 namely Alok H & A Limited were held by Alok Industries Limited as on the proposed appointed date i.e. 01.04.2012. That subsequently all the shares of the Transferor Company no. 3 were acquired by M/s Alok Infrastructure Limited (the transferee company in this petition) from M/s Alok Industries Limited and therefore presently the transferee company namely Alok Infrastructure Limited is holding company of transferor company no. 3. In this regard it is also submitted that the holding of equity shares of the transferor company no.3 was subsequently changed therefore as on the proposed appointed date company, the transferor company no. 3 and the Transferee Company were not having subsidiary-holding relationship. Since the shares of transferor

# HIGH COURT, BOMBAY

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company no.3 were held by M/s Alok Industries Limited, the exchange ratio would have to be determined and shares as per the ratio would have been required to be offered to the shareholders i.e the earlier holding company. However thereafter the shares of the transferor company no. 3 have been acquired by the transferee company on 31-03-2013 from M/s Alok Industries Limited, the holding company of the transferee company in the petition. In this regards Hon' ble court may be pleased to direct the company to place on record all the relevant facts in the matter.

(c) That the report of the Office of Registrar of Companies Gujarat and UT of Dadra & Nagar Haveli has been received vide letter No. ROC/GUJ/Alok-H&A(Alok Group)/Amalgamation/STA/(K)/2012-13/2174 dated 08.08.2013 and as per the said report, there are no complaint against the Petitioner companies including any complaint/representation against the present scheme of amalgamation, the petitioner companies."

16. As far as the objection of the Regional Director, North Western Region, Ahmedabad as stated in paragraph 2 (a) and (b) of the Affidavit of Regional Director, North Western Region, Ahmedabad, that the shares of the Transferor Company No.3 were held by M/s Alok Industries Limited, the exchange ratio would have to be determined and shares as per ratio would have been required to be offered to the shareholders i.e the earlier holding company. The Counsel for the Petitioner Companies states that this relevant fact has already been

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# HIGH COURT, BOMBAY

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placed been on record by making appropriate disclosure in clause 4 of Company Scheme Petition No. 537 of 2013 and also in clause 3.3 of Scheme of Amalgamation annexed as Exhibit "A" to Company Scheme Petition No. 537 of 2013. The Counsel for the Petitioner Companies further states that what has to be seen is shareholding pattern and shareholder as on record date after effective date and not shareholding as on Appointed Date. The Counsel further submits that clause 10 of the Scheme provides that since all the shares of the Transferor Companies are held by the Transferee Company and its nominee, no new shares will be issued in the course of the scheme of Amalgamation of the Transferor Companies with the Transferee Company and hence the question of issue of shares and determination of exchange ratio does not arise in the present scheme as no shares are going to be issued.

17. As far as observations made in paragraph 2(c) of his Affidavit of the Regional Director is concerned, the Counsel for the Petitioners states that it is true that there are no complaints against the Petitioner Companies as observed by the Regional Director.

18. The Learned Counsel for Regional Director on instructions of Mr. M Chandanamuthi, Joint Director in the office of the Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai states that they agree with the amendment which are sought by the learned counsel for the Petitioner Companies and are also satisfied with the undertaking and submission made by the Petitioner/Transferee Company through their learned counsel. The said undertakings are accepted.

19. In view of the above, leave to amend Clause 11.1 and 11.3 of the Scheme annexed to all the Company Scheme Petitions is granted. The amendment shall be carried out within three weeks from the date of the order.

20. The Official Liquidator has filed his report dated 27<sup>th</sup> September, 2013 in Company Scheme Petition Nos. 535 of 2013 to 539 of 2013 stating therein that the affairs of the Transferor Companies have been conducted in a proper manner and that the Transferor Companies may be ordered to be dissolved.

# HIGH COURT, BOMBAY

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21. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme except mentioned in paragraphs 6 and 7 hereinabove.

22. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition Nos. 535 of 2013 to 539 of 2013 are made absolute in terms of prayer clauses (a), (b) and (d) of the respective Petitions and Company Scheme Petition Nos. 540 of 2013 are made absolute in terms of prayer clauses (a) and (c) of the respective Petitions.

23. The Petitioner Companies to lodge a copy of this order and the Scheme duly authenticated by the Company Registrar, High Court, Bombay, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the order.

24. Petitioner is directed to file a copy of this order along with a copy of the Scheme of Amalgamation with the concerned Registrar of Companies, electronically, along with E-Form 21 in addition to physical copy as per the relevant provisions of law.

25. The Petitioners in all the Company Scheme Petitions to pay costs of Rs. 10,000/- each to the Regional Director, Western Region, Mumbai. The Petitioners in the Company Scheme Petition Nos. 535 of 2013 to 539 of 2013 to pay costs of Rs. 10,000/- to the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from today.

26. Filing and issuance of the drawn up order is dispensed with.

27. All concerned authorities to act on a copy of this order along with the Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay.

(N. M. JAMDAR, J)

TRUE-COPY

19/10/2013

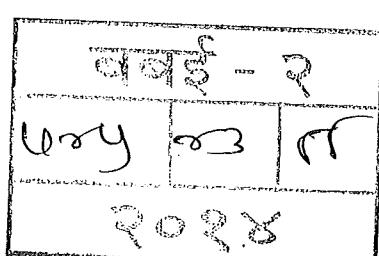
Mrs. K. M. RANE  
COMPANY REGISTRAR  
HIGH COURT (O.S.)  
BOMBAY

TRUE COPY

15-10-2013  
Section Officer

High Court, Appellate Side  
Bombay

"Disclaimer Clause : Authenticated copy is not a Certified Copy"



SCHEME OF AMALGAMATION  
OF  
ALOK LAND HOLDINGS PRIVATE LIMITED  
AND  
ALOK REALTORS PRIVATE LIMITED  
AND  
ALOK H&A LIMITED  
AND  
ALOK RETAIL (INDIA) LIMITED  
AND  
ALOK APPARELS PRIVATE LIMITED

WITH

ALOK INFRASTRUCTURE LIMITED

AND

THEIR RESPECTIVE SHARHOLDERS

This Scheme of Amalgamation ("the Scheme") is presented under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 of Alok Land Holdings Private Limited and Alok Realtors Private Limited and Alok H&A Limited and Alok Retail (India) Limited and Alok Apparels Private Limited with Alok Infrastructure Limited

The scheme is divided into the following parts -

- I. Deals with the rationale, definitions and share capital
- II. Amalgamation of Alok Land Holdings Private Limited and Alok Realtors Private Limited and Alok H&A Limited and Alok Retail (India) Limited and

Alok Apparels Private Limited with Alok Infrastructure Limited.

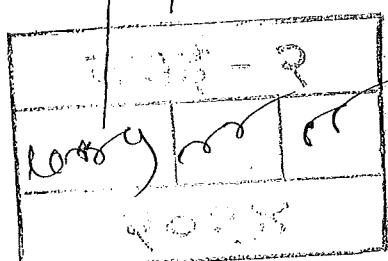
- III. Deals with the general terms and conditions

PART I

1. RATIONALE:

- 1.1. The transferee Company is the holding company of the Transferor Companies. The objective of the Scheme is to consolidate the activities of the Transferor Companies with the Transferee Company without winding up of the former, taking into consideration the fact that both the companies are part of the same group, which would *inter alia* help to have greater management focus, better, efficient and economical management, control and running of their businesses, streamline its operations, easy and

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speedier decision making process, minimize costs of operation and for further development and growth of the business of the Transferee Company and for administrative convenience

1.2. The proposed amalgamation shall result in the following benefits, amongst others, to the Transferor Companies and the Transferee Company, their respective stakeholders:

- 1.2.1. To create positive value for all stakeholders
- 1.2.2. Avoiding duplication of efforts, costs and resources
- 1.2.3. Lesser regulatory / procedural compliance resulting in cost saving in fees / duties payable on statutory compliances.

1.2.4. Combining capital resources would strengthen financial position of the end Company.

1.2.5. With the enhanced capabilities and resources at its disposal, the end Company will have greater flexibility to compete more effectively.

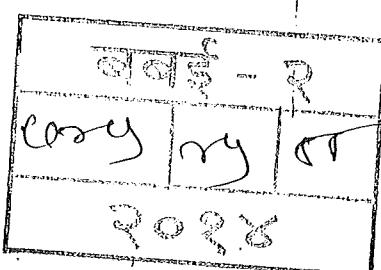
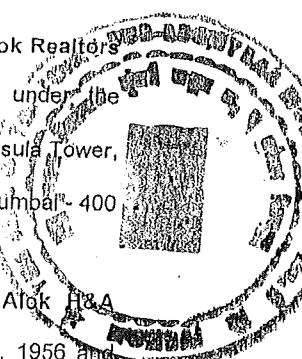
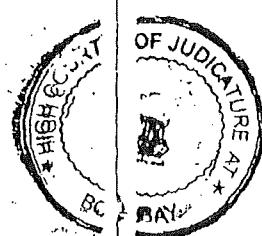
## 2. DEFINITIONS:

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

2.1. "ALPL" or "the First Transferor Company" means "Alok Land Holdings Private Limited" a Company incorporated under the Companies Act, 1956 and having its registered office at Peninsula Tower, A-Wing, Peninsula Corporate Park, G.K. Marg, Lower Parel, Mumbai - 400 013.

2.2. "ARPL" or "the Second Transferor Company" means "Alok Realtors Private Limited Company" a Company incorporated under the Companies Act, 1956 and having its registered office at Peninsula Tower, A-Wing, Peninsula Corporate Park, G.K. Marg, Lower Parel, Mumbai - 400 013.

2.3. "AH&AL" or "the Third Transferor Company" means Alok H&A Limited a Company incorporated under the Companies Act, 1956 and having its registered office at 17/5/1, 521/1, Village Rakholi, Saly, Silvassa-396 230, Union Territory of Dadra and Nagar Haveli.



2.4. AR(India)PL or "the Fourth Transferor Company" means Alok Retail(India) Limited a Company incorporated under the Companies Act, 1956 and having its registered office at Peninsula Tower, A-Wing, Peninsula Corporate Park, G.K. Marg, Lower Parel (West), Mumbai -400 013.

2.5. "AAPL" or "the Fifth Transferor Company" means Alok Apparels Private Limited a Company incorporated under the Companies Act, 1956 and having its registered office at Peninsula Towers-A, Peninsula Corporate Park, G.K. Marg, Lower Parel, Mumbai - 400 013.

2.6. "The Transferor Companies" collectively means ALPL, ARPL, AH&APL, AR(India)PL, AAPL.

2.7. "Alok Infra" or "the Transferee Company" means "Alok Infrastructure Limited" a Company incorporated under the Companies Act, 1956 and having its registered office at Peninsula Towers, Peninsula Corporate Park, G.K. Marg, Lower Parel, Mumbai, -400 013.

2.8. "Act" or "the Act" means the Companies Act, 1956 and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force.

2.9. "Appointed Date" means the 1st day of April, 2012 or such other date as may be fixed by the High Court of Judicature at Bombay.

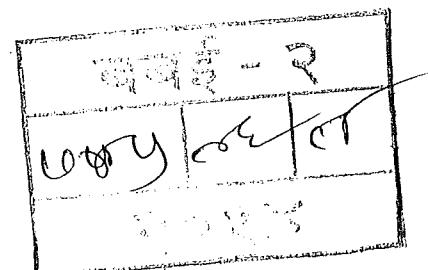
2.10. "Effective Date" means last of the date on which certified/authenticated copies of the High Court order sanctioning this Scheme are filed with the Registrar of Companies, Maharashtra, Bombay and Registrar of Companies, Gujarat, Dadra and Nagar Haveli, Ahmedabad respectively.

2.11. "Undertaking" means and includes:

2.11.1. All the assets and properties (whether movable or immovable, tangible or intangible) of the Transferor Companies as on the Appointed Date (hereinafter referred to 'the said Assets')

2.11.2. All debts, liabilities, duties and obligations of the Transferor Companies, as on the Appointed Date (hereinafter referred to 'the said Liabilities')

2.11.3. Without prejudice to the generality of Sub-clause 2.11.1 and 2.11.2 above the undertaking of the Transferor Companies shall include all the Transferor Companies, if any provisions, funds, assets including



investments, claims, powers, authorities, allotments, approvals, consents, registrations, contracts, enactments, arrangements, rights, titles, interest, benefits, advantages, lease-hold rights and, systems of any kind whatsoever, trademarks, patents and other industrial and intellectual properties, including any applications filed by the Transferor Companies for securing of any intellectual property rights, any additions thereto or alterations thereof, whether in India or abroad, rights and benefits of all agreements and other interests including rights and benefits under various schemes of different taxation Laws as may belong to or be available to the Transferor Companies, rights and powers of every kind, nature and description of whatsoever probabilities, liberties, easements, advantages, and approval of, whatsoever nature and wherever situated, belonging to or in ownership, power or possession or control or entitlement of the Transferor Companies.

2.12. "High Court" shall mean the High Court of Judicature at Bombay. In the event of the National Company Law Tribunal (hereinafter referred to as "the Tribunal") being constituted by the Central Government by a Notification in the Official Gazette and the proceedings initiated under section 391-394 of the Companies Act, 1956 relating to this scheme being transferred to the Tribunal, the words "High Court" shall deemed to mean and include the Tribunal, as the context may require.

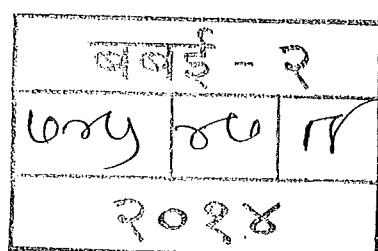
2.13. "Scheme" or "the Scheme" or "this Scheme" means this scheme of Amalgamation in its present form as submitted to the Hon'ble High Court or this Scheme with any amendment/modification(s) approved and imposed or directed by the shareholders or creditors and/or by the High Court and accepted by the Board of Directors of the Transferor Companies and the Transferee Company.

### 3. SHARE CAPITAL:

3.1 The share capital of ALPL as on March 31st, 2012 is as follows -

Particulars	Amount in INR
Authorized Capital:	
1,000,000 of Rs 10 each	10,000,000
Total	10,000,000
Issued, Subscribed and Paid Up Capital:	

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500,000 of Rs 10 each	5,000,000
Total	5,000,000

There is no change in the share capital till date. Subsequent to 31<sup>st</sup> March, 2012 ALPL has become wholly owned subsidiary of Alok Infra w.e.f.31<sup>st</sup> March, 2013 as the entire Share Capital of ALPL is held by Alok Infra and its Nominees until such date ALPL was wholly owned subsidiary of Alok Industries Limited an entity listed on Bombay Stock Exchange and National Stock Exchange of India Limited. Alok Infra till date is a wholly owned subsidiary of Alok Industries Limited.

3.2 The share capital of ARPL as on March 31<sup>st</sup>, 2012 is as follows –

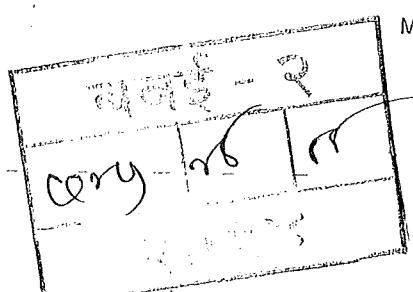
Particulars	Amount in INR
Authorized Capital:	
2,000,000 of Rs 10 each	20,000,000
Total	20,000,000
Issued , Subscribed and Paid Up Capital	
1,750,000 of Rs 10 each	17,500,000
Total	17,500,000

There is no change in the share capital till date. ARPL is 100% subsidiary of Alok Infra as the entire Share Capital of ARPL is held by Alok Infra and its Nominees.

3.3 The share capital of AH&AL as on March 31<sup>st</sup>, 2012 is as follows –

Particulars	Amount in INR
Authorized Capital:	
65,000,000 of Rs 10 each	650,000,000
Total	650,000,000
Issued , Subscribed and Paid Up Capital:	
36,050,000 of Rs 10 each	360,500,000
Total	360,500,000

There is no change in the share capital till date. Subsequent to 31<sup>st</sup> March, 2012 AH&AL has become wholly owned subsidiary of Alok Infra w.e.f.31<sup>st</sup> March, 2013 as the entire Share Capital of AH&AL is held by Alok Infra and



its Nominees until such date AH&AL was wholly owned subsidiary of Alok Industries Limited an entity listed on Bombay Stock Exchange and National Stock Exchange of India Limited. Alok Infra till date is a wholly owned subsidiary of Alok Industries Limited.

3.4 The share capital of AR(India)PL as on March 31<sup>st</sup>, 2012 is as follows –

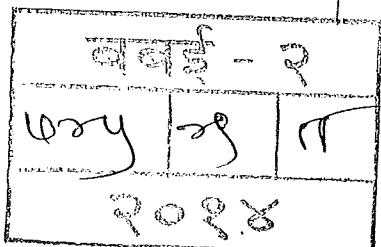
Particulars	Amount in INR
Authorized Capital:	
50,000 of Rs 10 each	500,000
<b>Total</b>	<b>500,000</b>
Issued , Subscribed and Paid Up Capital:	
50,000 of Rs 10 each	500,000
<b>Total</b>	<b>500,000</b>

There is no change in the share capital till date. Subsequent to 31<sup>st</sup> March, 2012 AR(India)PL has become wholly owned subsidiary of Alok Infra w.e.f. 31<sup>st</sup> March, 2013 as the entire Share Capital of AR(India)PL is held by Alok Infra and its Nominees until such date AR(India)PL was wholly owned subsidiary of Alok Industries Limited an entity listed on Bombay Stock Exchange and National Stock Exchange of India Limited. Alok Infra till date is a wholly owned subsidiary of Alok Industries Limited.

3.5 The share capital of AAPL as on March 31<sup>st</sup>, 2012 is as follows –

Particulars	Amount in INR
Authorized Capital:	
10,000,000 of Rs 10 each	100,000,000
<b>Total</b>	<b>100,000,000</b>
Issued , Subscribed and Paid Up Capital:	
1,000,000 of Rs 10 each	10,000,000
<b>Total</b>	<b>10,000,000</b>

There is no change in the share capital till date. Subsequent to 31<sup>st</sup> March, 2012 AAPL has become wholly owned subsidiary of Alok Infra w.e.f. 31<sup>st</sup> March, 2013 as the entire Share Capital of AAPL is held by Alok Infra and its Nominees until such date AAPL was wholly owned subsidiary of Alok Industries Limited an entity listed on Bombay Stock Exchange and National



Stock Exchange of India Limited. Alok Infra till date is a wholly owned subsidiary of Alok Industries Limited.

3.6 The share capital of Alok Infra as on March 31<sup>st</sup>, 2012 is as follows –

Particulars	Amount In INR
Authorized Capital:	
10,000,000 of Rs 10 each	100,00,000
Total	100,00,000
Issued , Subscribed and Paid Up Capital:	
50,000 of Rs 10 each	500,000
Total	500,000

There is no change in the share capital till date. Alok Infra is a wholly owned subsidiary of Alok Industries Limited an entity listed on the Bombay Stock Exchange and the National Stock Exchange of India Limited as the entire Share Capital of Alok Infra is held by Alok Industries Limited and its Nominees.

#### PART II

##### AMALGAMATION OF ALOK LAND HOLDINGS PRIVATE LIMITED AND ALOK REALTORS PRIVATE LIMITED AND ALOK H&A LIMITED AND ALOK RETAIL (INDIA) LIMITED AND ALOK APPARELS PRIVATE LIMITED WITH ALOK INFRASTRUCTURE LIMITED,

#### 4. TRANSFER AND VESTING OF UNDERTAKING:

The Undertaking of the Transferor Companies shall be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company in the following manner:

4.1 With effect from the Appointed Date, the whole of the undertaking, of the Transferor Companies comprising of all properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature and wheresoever situated, shall, under the provisions of Section 391 read with Section 394 and all other applicable provisions, if any, of the Act, without any further act or deed (save as provided in clauses 4.2 and 4.3 below), be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company as a going concern, so as to become as from the Appointed Date, the undertaking

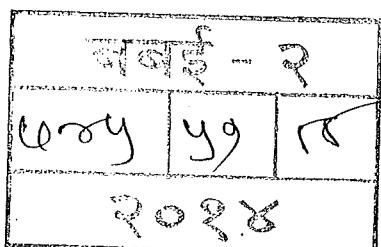
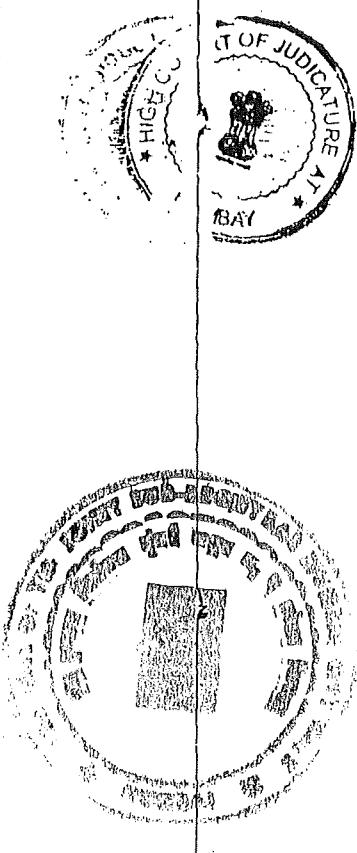
and assets of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Companies therein.

4.2 All the movable assets including cash in hand, if any, of the Transferor Companies, capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of the Transferor Companies and the Board of Directors of the Transferee Company within thirty days from the Effective Date.

4.3 In respect of movables other than those specified in sub-clause 4.2 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons in India and beyond India, the following modus operandi for intimating to third parties shall to the extent possible be followed:

4.3.1. The Transferee Company shall give notice in such form as it may deem fit and proper, to each person, debtor or depositee as the case may be, that pursuant to the High Court having sanctioned the Scheme, the Transferor Companies and the Transferee Company, the said debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Companies to recover or realize the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change.

4.3.2. The Transferor Companies shall also give notice in such form as they may deem fit and proper to each person, debtor or depositee that pursuant to the High Court having sanctioned the Scheme of the Transferor Companies and the Transferee Company, the said debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company and



that the right of the Transferor Companies to recover or realise the same stands extinguished.

4.4 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of the Transferor Companies shall also, under the provisions of Section 391 read with Section 394 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and 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 debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Sub-Clause.

4.5 It is clarified that the Scheme shall not in any manner affect the rights and interest of the creditors of the Transferor Companies or be deemed to be prejudicial to their interests.

4.6 The registrations including demat account in the name of the Transferor Companies, which are transferable in nature, shall be deemed to be transferred in the name of the Transferee Company from the effective date and the Transferee Company shall give requisite intimations for this purpose to all concerned.

4.7 In case of registrations in the name of the Transferor Companies, other than the registrations mentioned above, the Transferee Company may make a fresh application to the appropriate authorities to procure the same, by complying with the requisite laws or regulations.

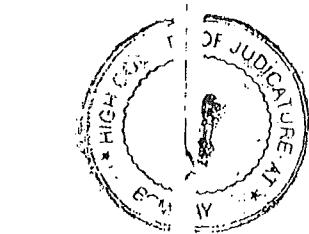
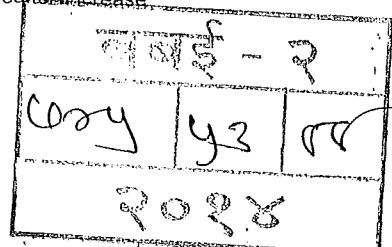
4.8 The transfer and vesting of all the assets of the Transferor Companies, as aforesaid, shall be subject to the existing debts, duties, liabilities, charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof of the Transferor Companies, provided however, any reference in any security documents or arrangements (to which any of the Transferor Companies is a party) to the assets of the Transferor Companies offered or agreed to be offered as security for any financial assistance or obligations shall be construed as reference

only to the assets pertaining to the undertaking of the Transferor Companies as are vested in the Transferee Company by virtue of the aforesaid Clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Companies or any of the assets of the Transferee Company, provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the Transferor Companies vested in the Transferee Company. Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Companies which shall vest in the Transferee Company by virtue of the amalgamation of the Transferor Companies with the Transferee Company and the Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.

4.9 On and from the Appointed date, loans, advances, debentures, deposits, inter-company balances or other obligations including Share Application Money, if any, due between or amongst the Transferor Companies and the Transferee Company shall stand cancelled and there shall be no liability in that behalf. For removal of doubts, it is hereby clarified that from the Appointed Date, there would be no accrual of interest or other charges in respect of any such loans, advances, debentures, deposits, inter-company balances or other obligations (if any) between or amongst the Transferor Companies and the Transferee Company.

4.10 Upon the Scheme coming into effect, the borrowing limits of the Transferee Company in terms of Section 293(1)(d) of the Act, shall without any further act or deed, stand enhanced by an amount equivalent to the authorised borrowing limits of the Transferor Companies where applicable, such limits being incremental to the existing limits of the Transferee Company. The Transferee Company may thereafter increase

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these limits as enhanced from time to time by obtaining sanction from its shareholders in accordance with the provisions of the Act.

#### 5. CONTRACTS, DEEDS AND OTHER INSTRUMENTS:

Subject to all the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectively as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into a tripartite arrangement, confirmation or novation to which the Transferor Companies will, if necessary, also be a party in order to give formal effect to this Clause if so required or become necessary.

#### 6. LEGAL PROCEEDINGS:

If any suit, writ petition, appeal, revision or other proceedings of whatever nature (hereinafter called "the Proceedings") by or against the Transferor Companies be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertakings of the Transferor Companies or of anything contained in the Scheme, but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if the Scheme had not been made.

#### 7. TREATMENT OF TAXES

7.1. Any tax liabilities / refunds / credits / claims relating thereto under the Income-tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, State sales tax laws, Central Sales Tax Act, 1956, service tax, or other applicable laws / regulations dealing with taxes / duties / levies

[hereinafter in this Clause referred to as "Tax Laws"] allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be treated as liabilities / refunds / credits / claims of the Transferee Company and shall be transferred to Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax and TDS, credit for minimum alternate tax/ service tax as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

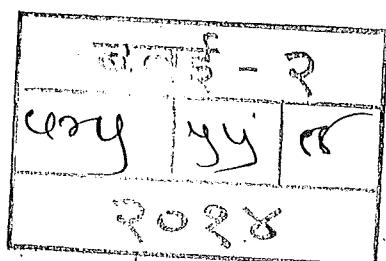
7.2. Any refund under the Tax Laws due to Transferor Companies consequent to the assessments made on Transferor Companies and for which no credit is taken in the Accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

7.3. Without prejudice to the generality of the above, all benefits, credits, refunds, exemptions, incentives or concessions under Tax Laws as may be applicable to which the Transferor Companies is entitled to in terms of the applicable Tax Laws of the Union and State Governments in India, shall be available to and vest in the Transferee Company.

7.4. The Transferee Company shall be entitled to file / revise its income tax returns, service tax returns, Value Added Tax returns, Central Sales Tax returns, tax deducted at source certificates, tax deducted at source returns and other statutory returns and filings, if required under the Tax Laws, and shall have the right to claim, or adjust refunds, advance tax credits, credit for minimum alternate tax/ tax deducted at source, foreign taxes withheld/ paid, input tax credits etc. in manner as may be required consequent to implementation of the Scheme.

#### 8. EMPLOYEES:

8.1. All employees of the Transferor Companies in service on the Effective Date shall become employees of the Transferee Company on such date without any break or interruption in service and on terms and conditions



as to remuneration not less favourable than those subsisting with reference to the Transferor Company as on the said date.

8.2. It is provided that so far as the Provident Fund, or any other Special Scheme(s) / Fund(s), or similar benefits if any, created or existing for the benefit of the employees of the Transferor Companies are concerned, upon the coming into effect of this Scheme, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes / Funds in accordance with provisions of such Schemes / Funds as per the terms provided in the respective Trust Deeds, to the end and intent that all the rights, duties, powers and obligations of the Transferor Companies in relation to such Schemes / Funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the aforesaid Schemes / Funds.

9. CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANIES TILL

EFFECTIVE DATE:

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

9.1. The Transferor Companies shall carry on or deemed to have carried on all their respective business and activities and shall be deemed to have held or stood or possessed of and shall hold and stand possessed all the said Assets for and on account of and in trust for the Transferee Company.

9.2. All the profits or income accruing or arising to the Transferor Companies and all costs, charges, expenditure, taxes or losses arising or incurred by the Transferor Companies shall for all purposes be treated and be deemed to be and accrued as the profits, income, costs, charges, expenditure, taxes or losses of the Transferee Company, as the case may be.

9.3. The Transferor Companies shall carry on their respective business activities until effective date with reasonable diligence, business

prudence and shall not alienate, charge, mortgage, encumber or otherwise deal with the said assets or any part thereof except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the Transferor Companies prior to the Appointed Date except with prior written consent of the Transferee Company.

- 9.4. The Transferor Companies shall not, without prior written consent of the Transferee Company, undertake any new business.
- 9.5. The Transferor Companies shall not, without prior written consent of the Transferee Company, take any major policy decisions in respect of management of the Company and for the business of the Company and shall not change its present capital structure.
- 9.6. The Transferor Companies shall not except with the consent of the Board of Directors of the Transferee Company alter its paid up capital structure.
- 9.7. It is clarified that the restrictions contained in Clauses 9.3, 9.4, 9.5 and 9.6 hereof shall be applicable from the date of acceptance of the draft of the Scheme by the respective Board of Directors of the Transferor companies and the Transferee company and not from the Appointed Date.

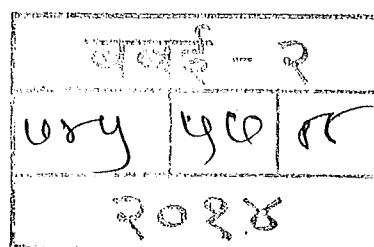
#### **10. ISSUE OF SHARES BY THE TRANSFEE COMPANY:**

Since all the shares of the Transferor Companies are held by the Transferee Company and its nominee, no new shares will be issued in the course of the scheme of amalgamation of the Transferor Companies with the Transferee Company.

#### **11. ACCOUNTING TREATMENT:**

11.1. The Transferee Company shall, upon the Scheme coming into effect, record the assets and liabilities of the Transferor Companies vested in it pursuant to this Scheme, at the respective fair values with effect from the Appointed Date. The Second Transferor Company has entered into certain sale commitments/term sheets in respect of its real estate assets upto 31st March 2013. With a view to reflect the net worth fairly upon giving effect to this scheme, the Transferee Company shall record a provision for any loss arising from such commitments, as of the appointed date. Such provision for onerous obligation shall be written back to the profit and loss account to

:14:



set off against loss in respect of valuation of inventory to the extent of unsold stock and loss made on actual sale of assets. The Transferee Company shall appropriately disclose the fact of such provision and the write back, as aforesaid in the financial statements drawn after giving effect to this scheme.

- 11.2. The excess, if any, of the value of the assets over the value of the liabilities of the Transferor Companies transferred to and vested in the Transferee Company pursuant to this Scheme and recorded in the books of account of the Transferee Company and after adjusting the cost of investment in shares of the Transferor Companies including any further investments after the Appointed Date will be credited to Capital Reserve Account in the books of the Transferee Company. Similarly, deficit if any shall be adjusted with Revaluation Reserve in view of Clause 11.3. The Transferee Company will thus reflect the net balance, if any remaining after the adjustment as indicated above in its books of accounts.
- 11.3. As on the Appointed Date, the Transferee Company as part of this scheme shall identify and revalue the Immovable Property(ies) to recognize the fair value of immovable property(ies) in books of accounts. The difference between the book value and the fair value of such immovable properties shall be credited to, Revaluation Reserve. The provision for loss as indicated in paragraph 11.1 would be adjusted against Revaluation Reserve.
- 11.4. To the extent that there are inter-corporate loans or balances between the Transferor Companies inter se and/or the Transferor Companies and the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets or liabilities. The case may be as on the Appointed Date. For the removal of debts it is hereby clarified that there would be no accrual of interest or other charges in respect of any such inter-company loans or balances with effect from the Appointed Date.

- 11.5. In case of any difference in any of the accounting policies between the Transferor Companies and the Transferee Company, the impact of the same in the amalgamation will be quantified and adjusted in consultation

with the Auditors of the Transferee Company so to ensure that the financial statement of the Transferee Company reflects the financial position on the basis of consistent accounting policies.

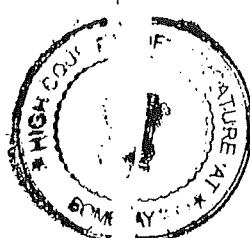
**12. DIVIDEND, PROFIT, BONUS, RIGHT SHARES:**

12.1. Without prior approval from board of directors of all the companies, The Transferor Companies and the Transferee Company shall not declare and pay dividends, whether interim or final, to their respective Equity Shareholders in respect of the accounting period.

12.2. Subject to the provisions of this Scheme, the profits of the Transferor Companies for the period beginning from 1 April 2012 shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit.

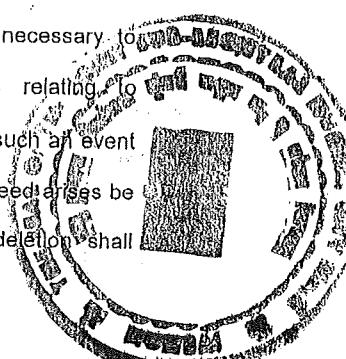
**13. DISSOLUTION OF TRANSFEROR COMPANIES :**

The Transferor Companies shall be dissolved without winding up on an order made by the High Court of Bombay under Section 394 of the Companies Act, 1956.



**14. TREATMENT OF SCHEME FOR THE PURPOSES OF THE INCOME TAX ACT, 1961**

This Scheme has been drawn up to comply and come within the definition and conditions relating to "Amalgamation" as specified under Section 2(1B) and Section 47 of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Sections of the Income Tax Act, 1961, at a later date, including resulting from an amendment of law or for any other reason whatsoever, the Scheme shall stand modified / amended to the extent determined necessary to comply and come within the definition and conditions relating to "Amalgamation" as specified in the Income Tax Act, 1961. In such an event the clauses which are inconsistent shall be modified or if the need arises be deemed to be deleted and such modification / deemed deletion shall however not affect the other parts of the Scheme.

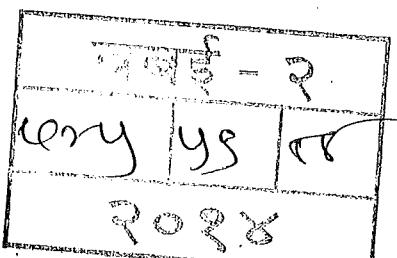


**PART - III**

**GENERAL TERMS AND CONDITIONS**

**15. COMBINATION OF AUTHORISED SHARE CAPITAL OF THE TRANSFEE COMPANY**

:16:



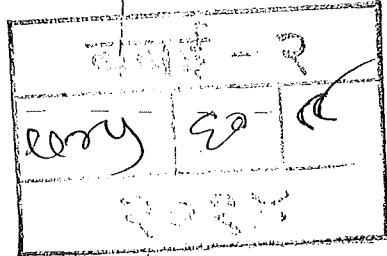
15.1.Upon the Scheme becoming effective, the Authorised Share Capital of the Transferee Company shall automatically stand increased without any further act or deed on the part of the Transferee Company including payment of stamp duty and registration fees payable to the Registrar of Companies, by clubbing the Authorised Share Capital of the First Transferor Company which is Rs 10,00,000 (Rupees One Crore only) divided into 1,00,000 Equity shares of Rs. 10/- each, the Second Transferor Company which is Rs 20,00,000 (Rupees Two Crore only) divided into 2,00,000 Equity shares of Rs. 10/- each, the Third Transferor Company which is Rs 650,00,000 (Rupees Sixty Five Crore only) divided into 65,00,000 Equity shares of Rs. 10/- each, the Fourth Transferor Company which is Rs 500,000 divided into 50,000 Equity shares of Rs. 10/- each and the Fifth Transferor Company which is Rs 100,00,000 divided into 10,00,000 Equity shares of Rs. 10/- each.

15.2.Consequent to the clubbing of the Authorised Share Capital of the Transferor Companies with the Transferee Company, the Authorised Share Capital of the Transferee Company shall be increased to Rs. 88,05,00,000 (Rupees Eighty Eight Crores Five Lacs only) divided into 8,80,50,000 (Eight Crores Eighty Lacs Fifty Thousand ) Equity Shares of Rs 10/- each.

15.3.The resolution approving the Scheme shall be deemed to be the approval of increase in the Authorised Share Capital of the Transferee Company under Section 94 and other applicable provisions of the Act.

Clause V(a) of the Memorandum of Association and Article 4 (a) of the Articles of Association of the Transferee Company relating to the Authorised Share Capital, shall without any further act, instrument or deed be and stand altered, modified and amended pursuant to Section 157, 31, 94 and 394 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause:

*"The Authorised Share Capital of the Company is Rs.88,05,00,000 (Rupees Eighty Eight Crores Five Lacs only) divided into 8,80,50,000 (Eight Crores Eighty Lacs Fifty Thousand ) Equity Shares of Rs 10/- (Rupees Ten only) each. The Company has power, from time to time to*



increase or reduce its capital and to divide the shares in the capital for the time being into other classes, and to attach thereto respectively such preferential, deferred, qualified or other special rights, privileges, conditions or restrictions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such right, privilege or conditions or restrictions in such manner as may for the time being be permitted by the Articles of Association of the Company or the legislative provisions for the time being in force in that behalf."

#### **16. CHANGE OF OBJECTS OF THE TRANSFEREE COMPANY**

On and from the Effective Date, without any further act or deed, the following clauses shall stand inserted below Clause 1 in Clause III (A) Main Objects of the Memorandum of Association of the Transferee Company without following the procedure laid down under Section 17,18 and 19 and other applicable provisions, if any, of the Act. However, approval of the scheme shall be deemed to be the approval for change in object clause as may be required.

##### **Clause 1A.**

To carry on the business of procurement, wholesaling, distributing, franchising, cash and carry and developing on a business to business basis of all kinds of merchandise, home textiles, apparels, clothes, garments, clothes and fabrics made from any natural or manmade and synthetics fibres and to own, establish, promote and manage brands relating to the aforesaid business.

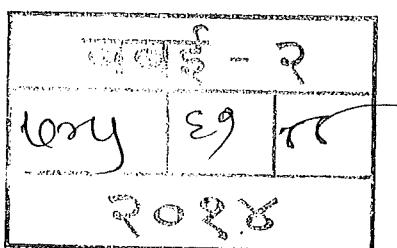
##### **Clause 1B**

To carry on business of manufacturing, processing, texturising, spinning, twisting, weaving, knitting, testing, throwing, reeling, doubling, combing, mixing, scouring, finishing in any form, bleaching, dyeing, mercerizing, printing, trading, buying, selling, commission agents, exporting, importing of garments, textiles, yarns, rayon and fabrics made from cotton, wool, silk, art silk, nylon, polyester, acrylic or any other natural or man-made and synthetics fibres, yarns, staple fibres, cotton and wool and other cloths.

#### **17. APPLICATION TO HIGH COURT OR SUCH OTHER COMPETENT**

##### **AUTHORITY**

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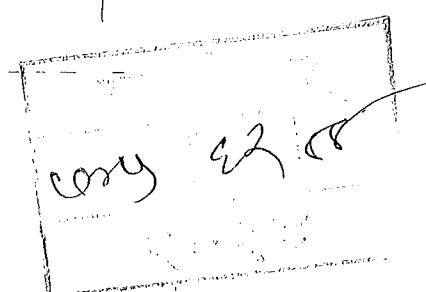


The Transferor Companies and the Transferee Company shall make applications/petitions under Sections 391 to 394 and other applicable provisions of the Act to the High Court or such other appropriate authority for sanction of this Scheme.

**18. MODIFICATIONS, AMENDMENTS TO THE SCHEME:**

18.1.The Transferor Companies (by their respective Board of Directors) and the Transferee Company (by its Board of Directors) may, in their full and absolute discretion, assent to any alteration or modification or amendment of this Scheme which the Courts and/or any other Competent Authority may deem fit to direct or impose and may give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith.

18.2.The Board of Directors of the Transferor Companies and the Transferee Company to give assent to any modifications or amendment(s) in the Scheme which may be considered necessary or desirable for any reason whatsoever and without prejudice to the generality of the foregoing, any modification to the Scheme involving withdrawal of any of the parties to the Scheme at any time and for any reason whatsoever, the implementation of the Scheme shall not get adversely affected as a result of acceptance of any such modification by the Board of the Transferee Company and the Transferor Companies to take such steps and to do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties or questions otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith. For the removal of doubt, it is hereby clarified that withdrawal or any part of the Scheme or any one of the Transferor Companies from the Scheme shall not prejudicially affect the implementation of the remaining part of Scheme and between the remaining parties to the transaction. In such a circumstance, the Scheme shall remain in full force and effect and be implemented by and between remaining parts and the remaining Transferor Companies and/or the Transferee Company as if withdrawal of such part and/or the



party withdrawing from the Scheme was never a part or the party to the Scheme in that behalf.

**19. DATE OF TAKING EFFECT AND OPERATIVE DATE:**

The Scheme, though effective from the Appointed Date, shall become operative from the Effective Date. Reference in this Scheme to the date of "coming into effect of this Scheme" shall mean the Effective Date.

**20. SCHEME CONDITIONAL UPON APPROVALS / SANCTIONS:**

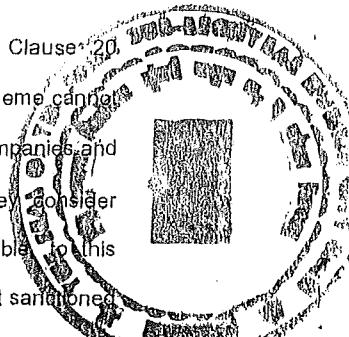
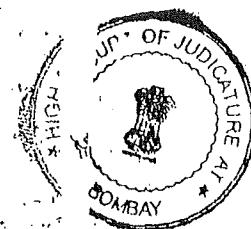
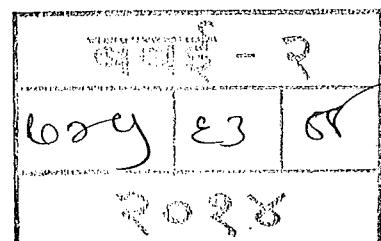
This Scheme is specifically conditional upon and subject to:

- 20.1. Approval of and agreement to the Scheme by the requisite majorities of such Classes of persons of the Transferor Companies and Transferee Company as may be directed by the High Court of Judicature at Bombay on the application made for directions under Section 391 of the said Act for calling or dispensing with meetings and necessary resolutions being passed under the Act for the purpose.
- 20.2. The sanctions of the High Court of Judicature at Bombay being obtained under Sections 391 and 394 and other applicable provisions of the Act, if so required on behalf of the Transferor Companies and Transferee Company.

- 20.3. The authenticated / certified copies of the Court Order referred to in the Scheme being filed with the Registrar of Companies, Maharashtra, Mumbai and Registrar of Companies, Gujarat, Dadra and Nagar Haveli, Ahmedabad.

**21. EFFECT OF NON-RECEIPT OF APPROVAL / SANCTION:**

In the event of any of the approvals or conditions enumerated in Clause 20, above not being obtained or complied or for any reasons this Scheme cannot be implemented then the Board of Directors of the Transferor Companies and the Transferee Company shall waive such conditions as they consider appropriate to give effect appropriately and, as far as possible, to this Scheme and failing such agreement or in case this Scheme is not sanctioned by the High Court of Judicature at Bombay, then the Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Transferor Companies and the Transferee Company or their shareholders or creditors or any other person.



In such case, Alok Infra shall bear the entire cost, charges and expenses in connection with the Scheme unless otherwise mutually agreed.

**22. COSTS, CHARGES & EXPENSES:**

All costs, charges, taxes including duties (except stamp duty levied in course of the transfer of undertakings), levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by Alok Infra.

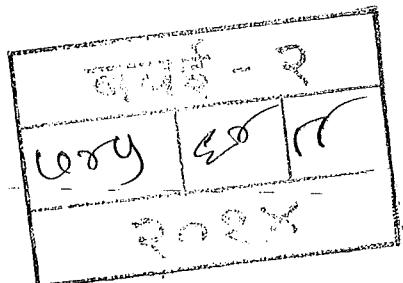
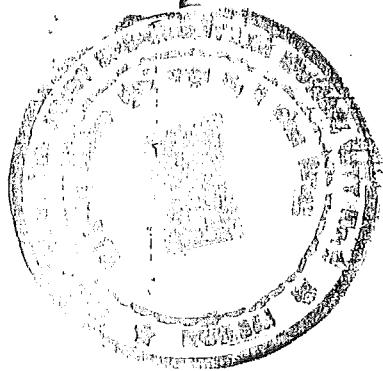
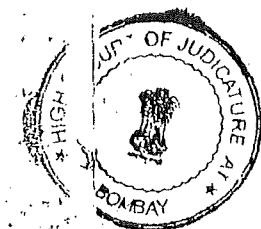
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19/10/2013  
Mrs. K. M. RANE  
COMPANY REGISTRAR  
HIGH COURT (O.S.)  
BOMBAY

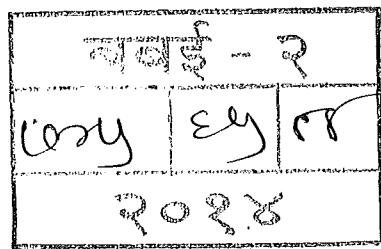
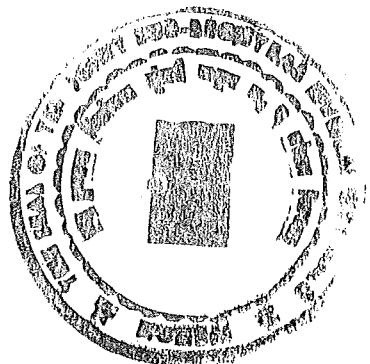
CERTIFIED TRUE COPY

For HEMANT SETHI & CO

M. SETHI

ADVOCATE FOR PETITIONER / APPLICANT





BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMPANY SCHEME PETITION NO. 536 OF  
2013.

CONNECTED WITH  
COMPANY SUMMONS FOR DIRECTION NO  
497 OF 2013

In the matter of the Companies Act I of 1956

AND

In the matter of Sections 391 to 394 of the  
Companies Act, 1956

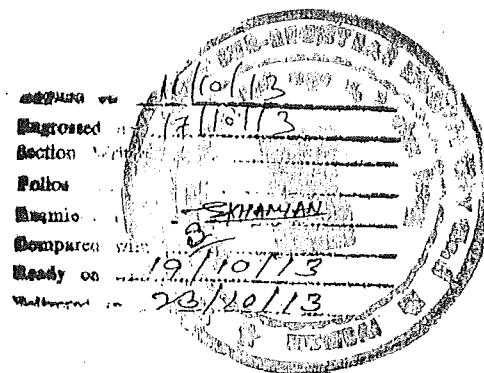
AND

In the matter of the Scheme of Amalgamation of  
Alok Land Holdings Private Limited and Alok  
Realtors Private Limited and Alok H&A Limited  
and Alok Retail (India) Limited and Alok  
Apparels Private Limited with Alok  
Infrastructure Limited and their respective  
shareholders.

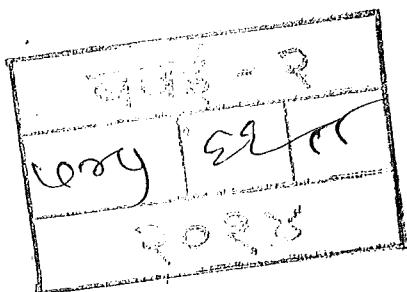
ALOK REALTORS PRIVATE LIMITED  
.....PETITIONER

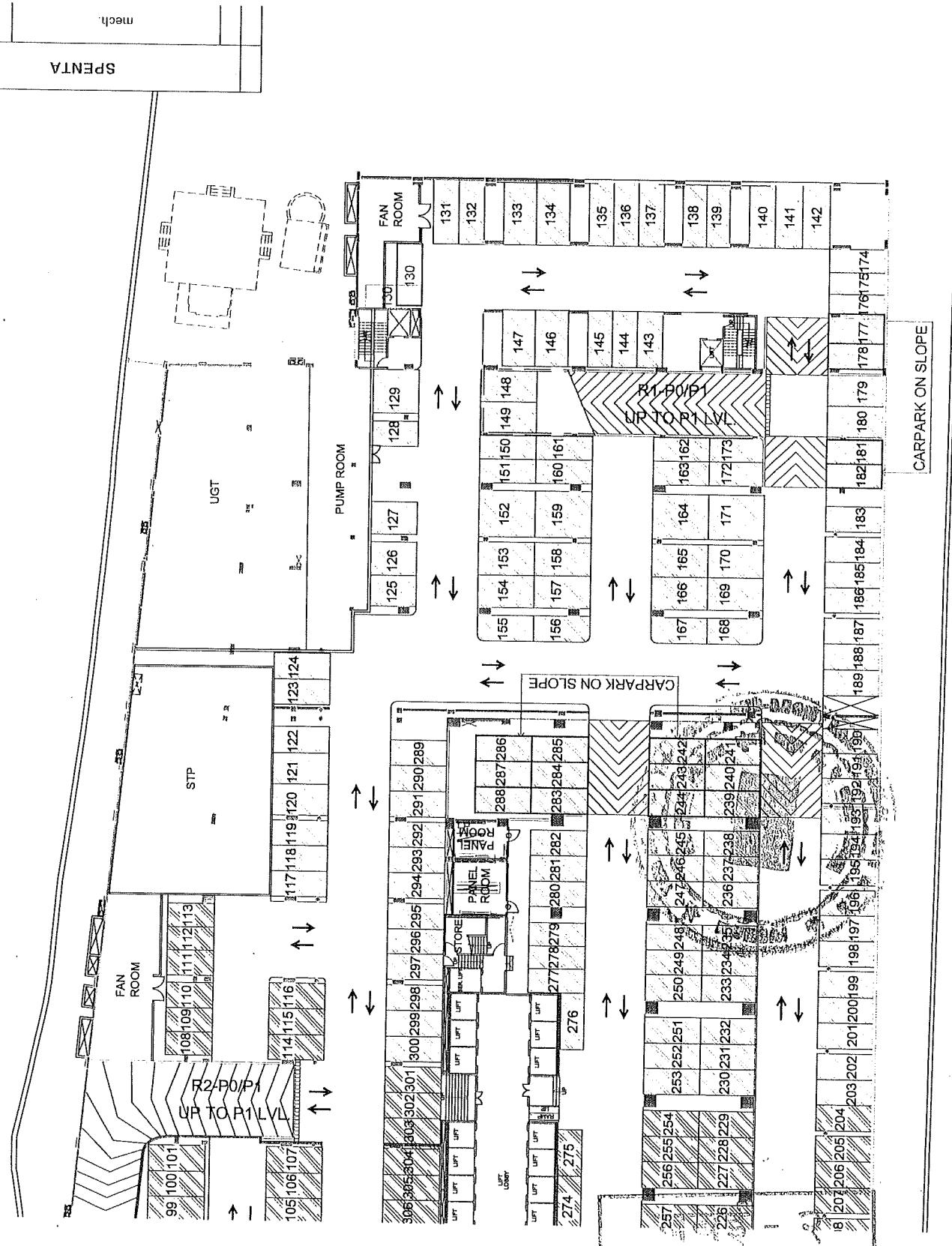
Amended on 15/10/2013  
As Per Order dated 11/10/2013

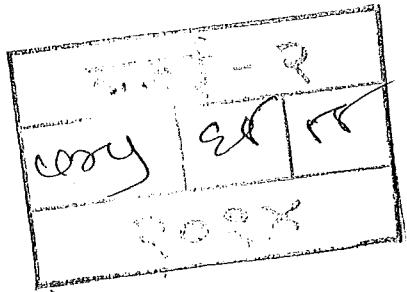
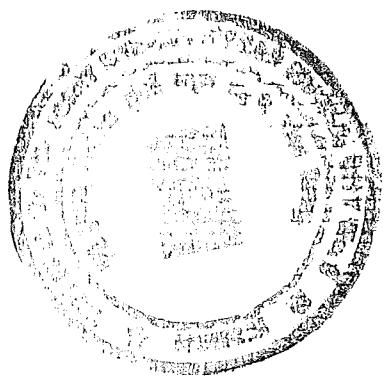
AUTHENTICATED COPY OF ORDER DATED  
11<sup>th</sup> OCTOBER, 2013 AND SCHEME OF  
AMALGAMATION ANNEXED TO PETITION



HEMANT SETHI & CO  
ADVOCATE FOR THE PETITIONER  
1602, NAV PARMANU, BEHIND,  
AMAR CINEMA, CHEMBUR, (WEST)  
MUMBAI - 400 071

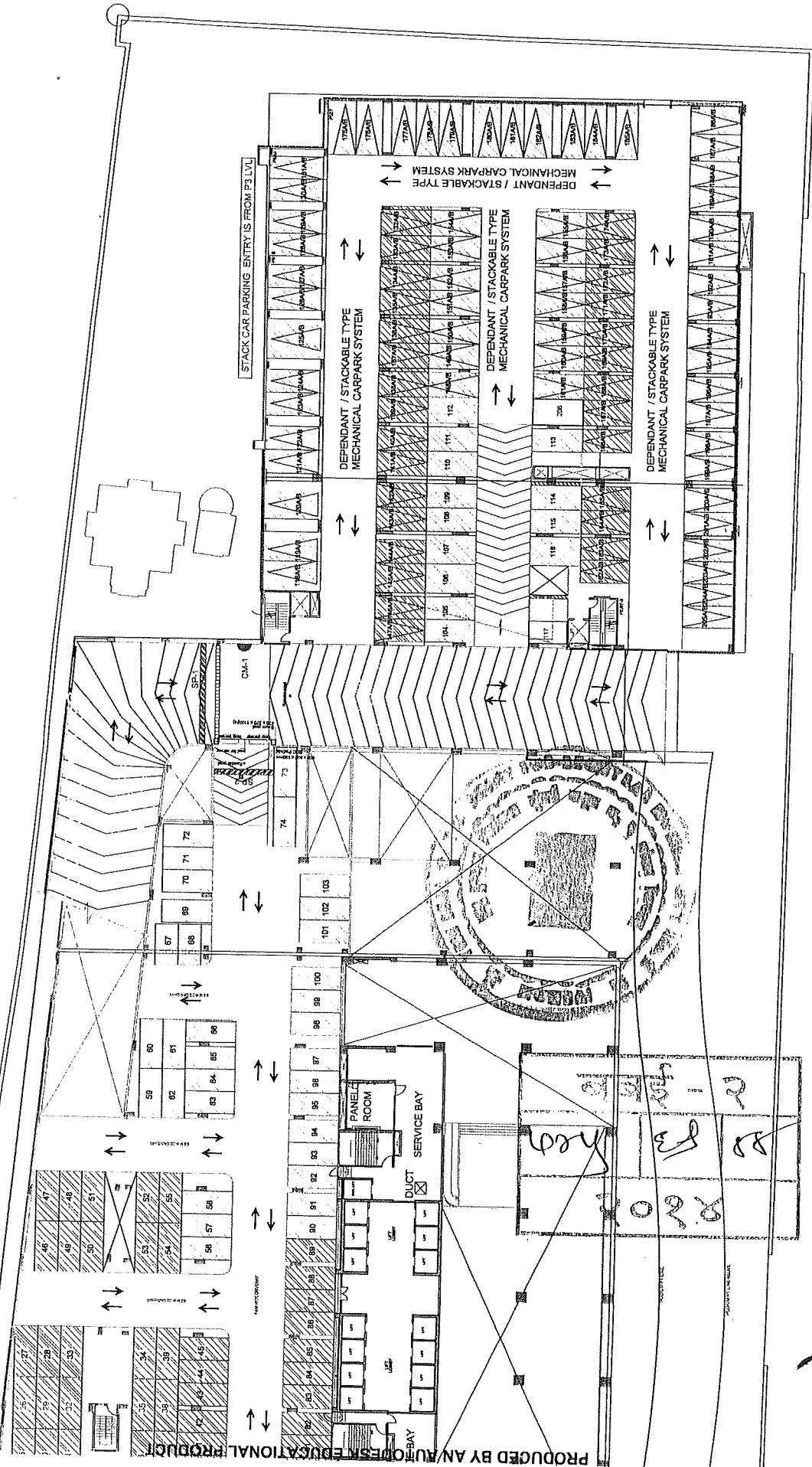


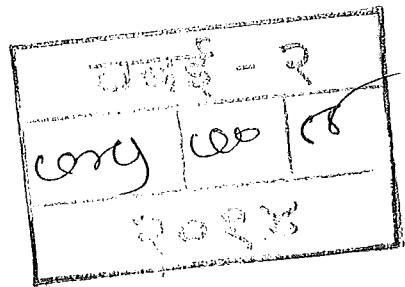




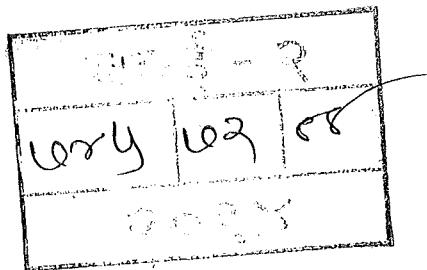
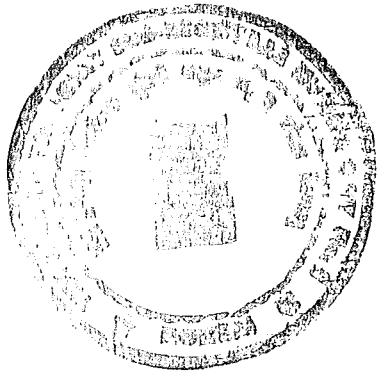
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT









Stamp duty working of Forum (Leave and Licence Agreement)

	Rent	period	amount	Amount
A monthly rent x no. of months	1878525 2160304	36 24	67626900 51847290	119474190

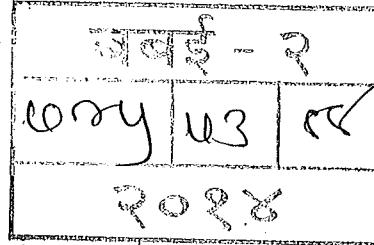
B advance rent 0 0

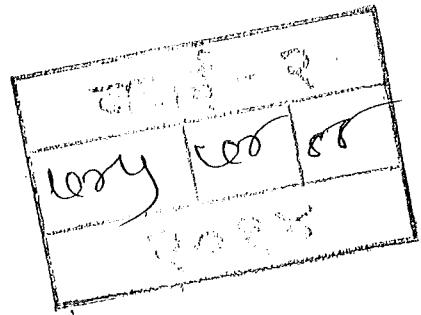
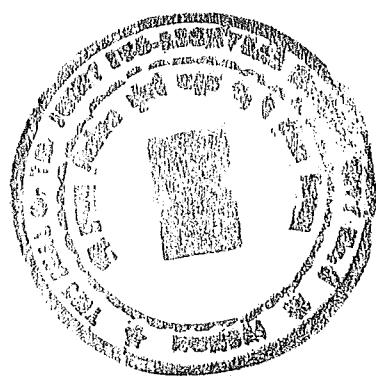
C 10% of refundable deposit  
x number of years of agreement

d total taxable amount  
(a + b + c)

stamp duty (0.25% of d)

Total Stamp duty payable 313000





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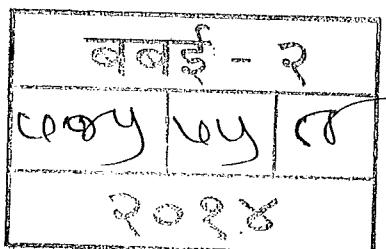
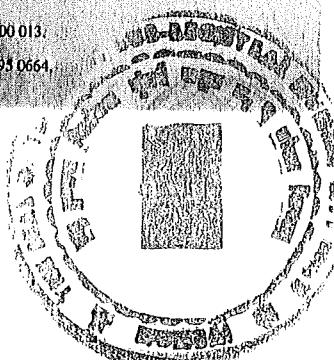


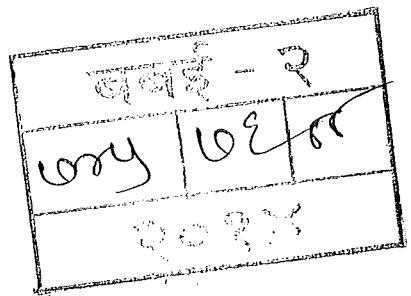
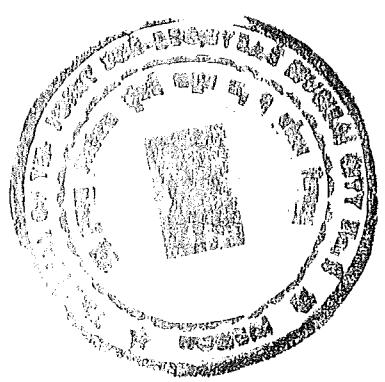
इस कार्ड के लाने / पाते पर इनपा सुधार करें / लौटाएं:  
आयकर ऐन सेवा इकाई, नए एवा और एन  
पली मैजिस्ट्रेट, दाहोद शहर, कामता गिरजा कामांड़,  
एस. बी. मार्ग, लोअर परेल, मुम्बई - 400 013.

If this card is lost / someone's lost card is found,  
please inform & return to:

Income Tax PAN Service Unit, NSDL,  
1st Floor, Times Tower,  
Kamala Mills Compound,  
S.B. Marg, Lower Parel, Mumbai 400 013.

Tel: 91-22/2495 4630, Fax: 91-22/2495 0664,  
e-mail: [utinfo@nsdl.co.in](mailto:utinfo@nsdl.co.in)





आयकर विभाग  
INCOME TAX DEPARTMENT  
FORUM HOMES PRIVATE LIMITED

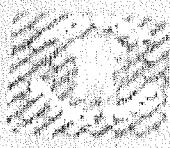


भारत सरकार  
GOVT. OF INDIA

23/11/2012

Permanent Account Number

AACOF1005F



23/11/2012

यदि यह कार्ड अपने प्राप्तकर्ता के द्वारा  
लौटा नहीं दिया जाए तो इसकी वापसी  
के लिए आप हमें निम्नलिखित पत्र  
के साथ अपनी अधिकारी कार्ड के साथ  
पोर्टल पर लौटा देना चाहते हैं।

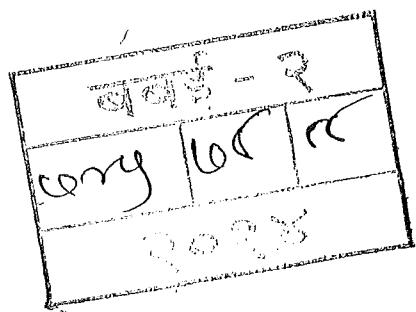
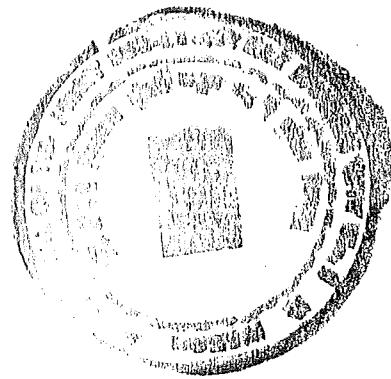
If this card is lost / someone's lost card is found,  
please inform / return to:

Income Tax PAN Services Unit, NSDL  
5th Floor, Adantrix Sterling  
Plot No. 341, Survey No. 997B,  
Model Colony, Near Deep Dungaldew Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: [tininfo@nsdl.co.in](mailto:tininfo@nsdl.co.in)



बालैंग - २		
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२०१४		



आयकर विभाग

INCOME TAX DEPARTMENT

KALPESH SHAH

SURYAKANT MANILAL SHAH

27/05/1971

Permanent Account Number

AMBPS3611C

मारत सरकार

GOVT OF INDIA

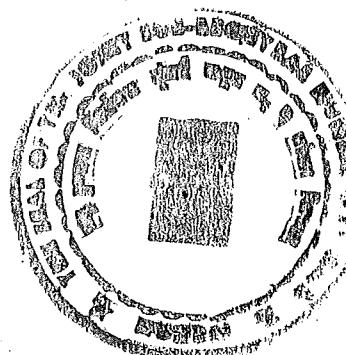
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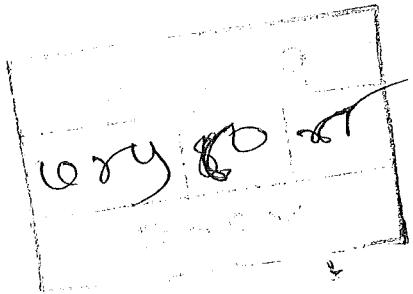
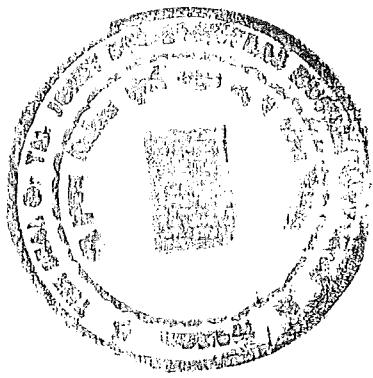
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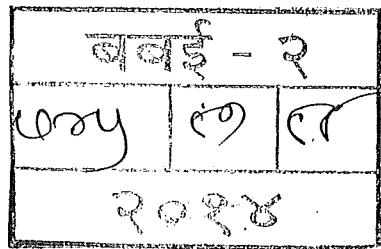
Signature

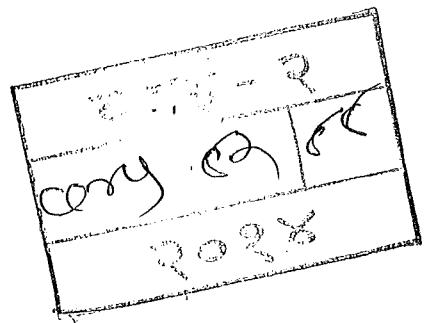
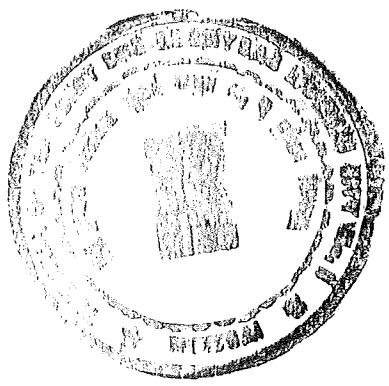


बटोई - २		
व्र्य	०३	८
२०१५		



राष्ट्रीय सेवा परिषद् /PERMANENT ACCOUNT NUMBER	
AAZPL4025D	
पात्र /NAME	NIRMAL KUMAR LUNAWAT
पिता का नाम /FATHER'S NAME	GANESH MALL LUNAWAT
जन्म तिथि /DATE OF BIRTH	01-01-1965
हस्ताक्षर /SIGNATURE	Kirti Kumar
कमीशनर ऑफ आयटैक, बंगलुरु, कर्नाटक COMMISSIONER OF INCOME-TAX, BANGALORE, KARNATAKA	





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SACHIN RAMCHANDRA PALKAR

RAMCHANDRA LAXMAN PALKAR

14/12/1979

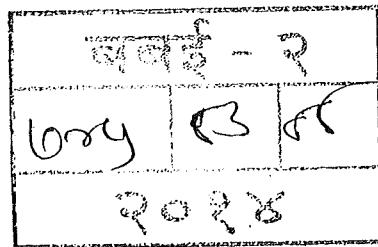
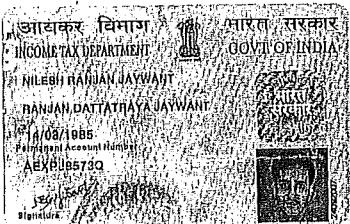
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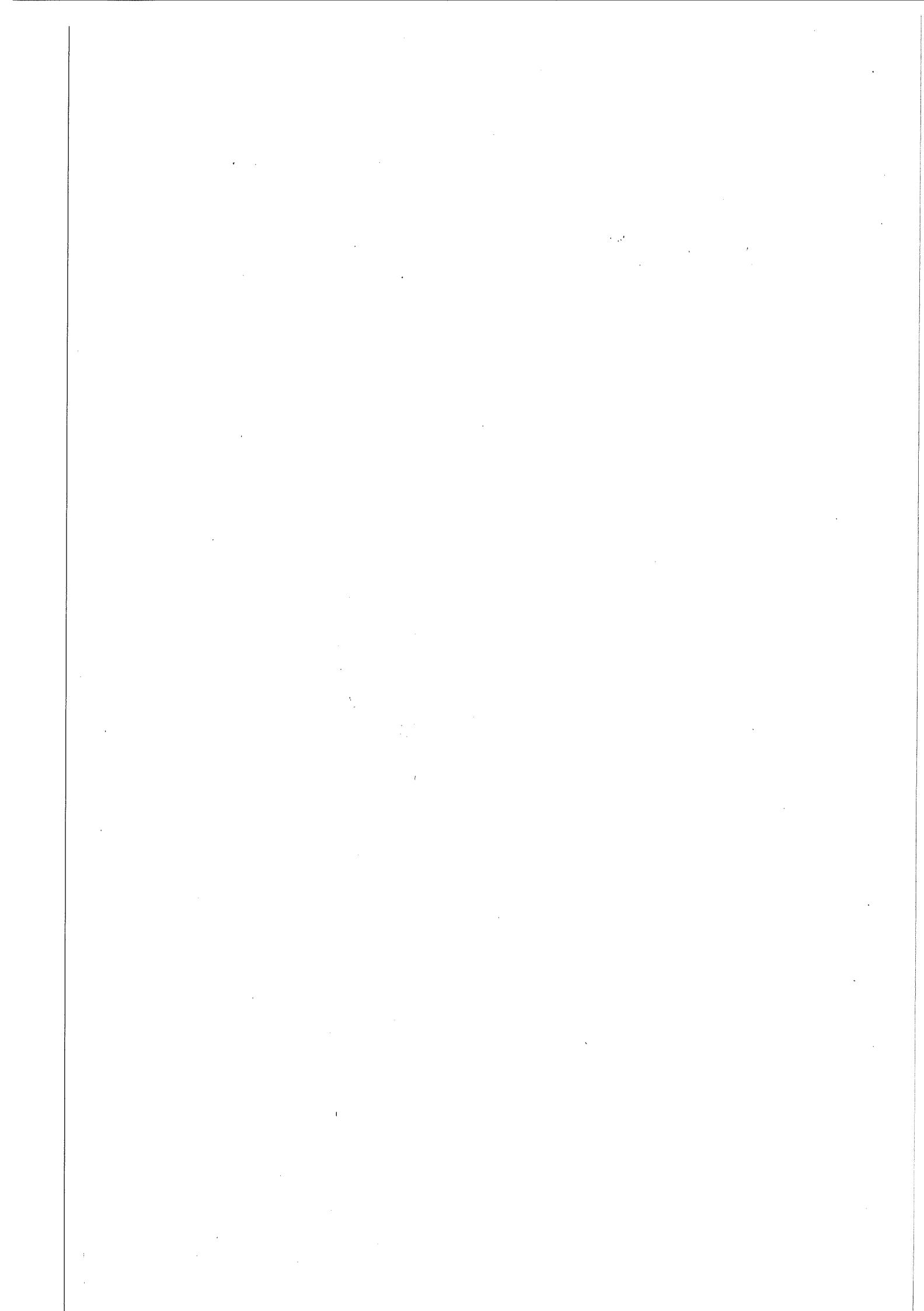
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Signature



002007





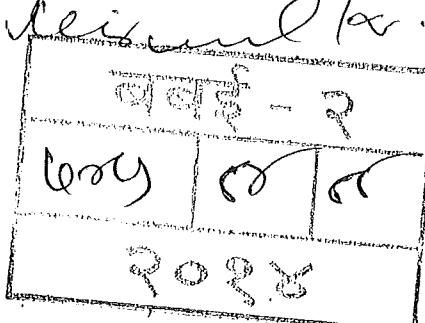


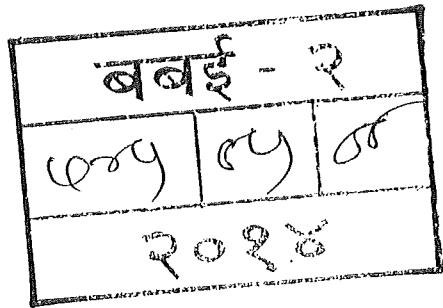
CHALLAN  
MTR Form Number-6

GRN	MH001301604201314M	BARCODE	DEFACED FOR RS: 1000.00		Date 20/01/2014 13:05:13	User IGR183 (BOM2)	Form ID 36A			
Department	Inspector General Of Registration		DATE	REMARK						
Type of Payment	Registration Fees	AMOUNT	23/01/2014	319-12277	Payer Details					
Sr.No.	Deface Number	1000.00	TAX ID (If Any)							
Sr. No. 00004201314 (BOM4) (Collections 1G3) 1. One Thousand Rupees Only			PAN No. (If Applicable)							
Office Name in words:	BOM4_JT SUB REGISTRAR MUMBAI 4		Full Name		FORUM HOMES PRIVAT LIMITED					
Location	MUMBAI		Flat/Block No.		CS NO 243					
Year	2013-2014 One Time		Premises/Building							
Account Head Details		Amount In Rs.	Road/Street		AREA 13915 SQ FT					
0030063301 Amount of Tax		1000.00	Area/Locality		LOWER PAREL					
			Town/City/District							
			PIN		4	0	0	0	1	3
			Remarks (If Any)		PN=ALOK INFRASTRUCTURE LIMITE					
					D-130					
Total	1000.00		Amount In Words	One Thousand Rupees Only						
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK						
Cheque-DD Details			Bank CIN	REF No.	00003002014200153761		CK39137472			
Cheque/DD No			Date		20/01/2014 13:47:27					
Name of Bank			Bank-Branch		STATE BANK OF INDIA					
Name of Branch	Validity unknown		Scroll No. , Date		21 , 21/01/2014					

Mobile No. : Not Available

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PRAKASH NAVASO  
CHAVAN  
Date: 2014-01-23  
13:47:50 IST  
Reason: Secure  
Document  
Location: India



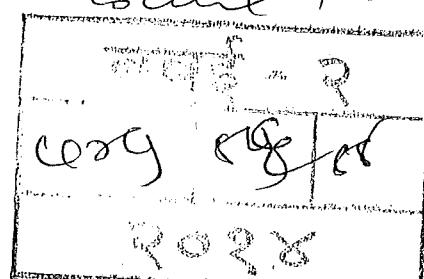


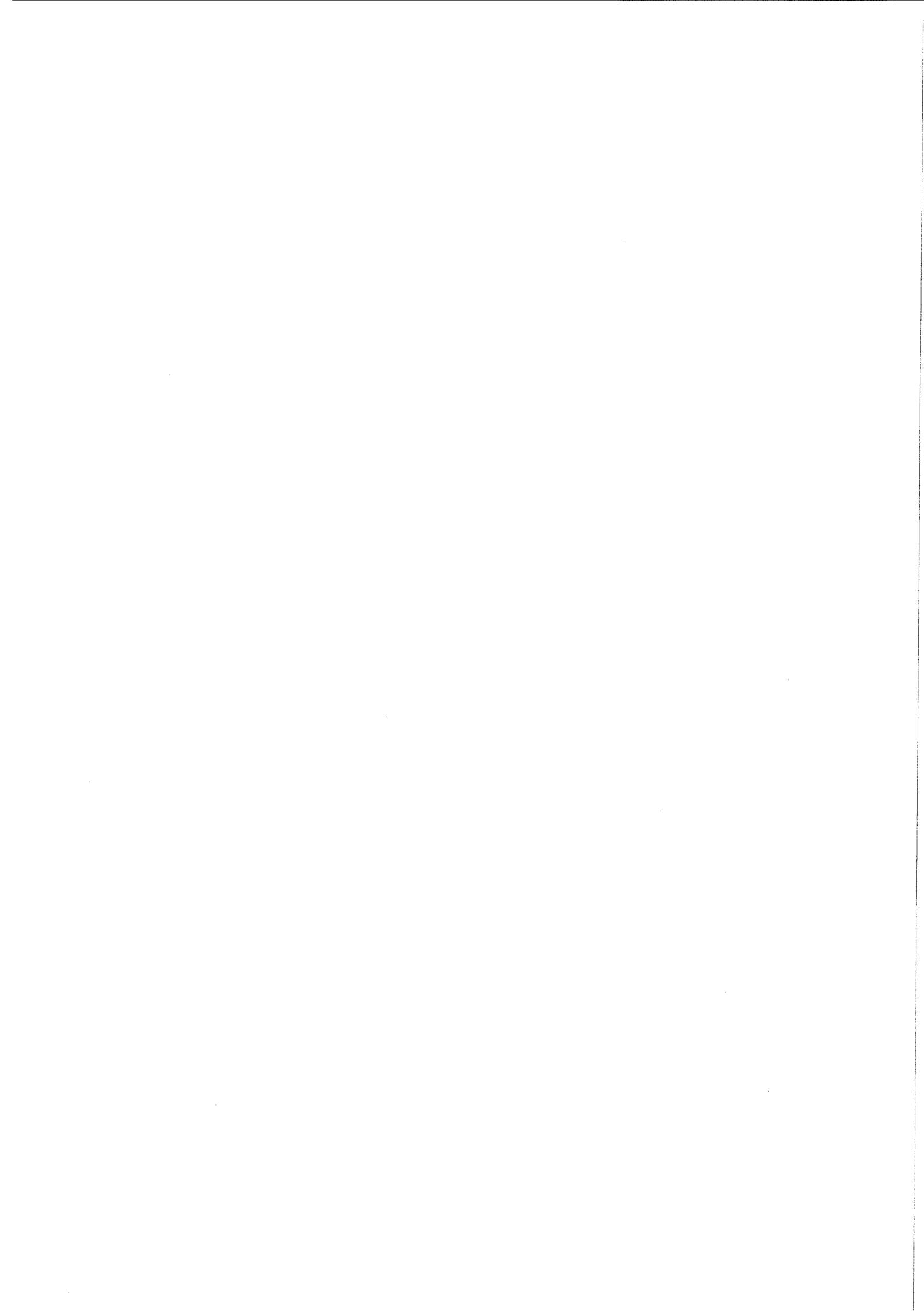


CHALLAN  
MTR Form Number-6

GRN	MH001301529201314M	BARCODE	DEFACED FOR RS. 313000.00		Date 20/01/2014 10:01:44	Form ID 36A				
Department	Inspector General of Registration		REMARK	Payer Details IGR183(BOM2)						
Type of Payment	Non-Judicial Customer Direct Payment	AMOUNT	DATE 23/01/2014							
Sr.No.	Deface Number 0000720872201314	313000.00	TAX ID (If Any)							
Office Name in words:	Three Lakh Thirteen Thousand Rupees Only		PAN No. (If Applicable)	AACCF1005F						
Location	MUMBAI		Full Name	FORUM HOMES PRIVAT LIMITED						
Year	2013-2014 One Time		Flat/Block No.	CS NO 243						
Account Head Details		Amount In Rs.	Premises/Building							
0030045501 Sale of NonJudicial Stamp		313000.00	Road/Street	AREA 13915 SQ FT						
			Area/Locality	LOWER PAREL						
			Town/City/District							
			PIN	4	0	0	0	1	3	
			Remarks (If Any)							
			GURU PANTH ALOK INFRASTRUCTURE LIMITED V.D.C.A.O.							
			Amount In	Three Lakh Thirteen Thousand Rupees Only						
			Words							
Total	313000.00									
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK						
Cheque-DD Details			Bank CIN	REF No.	00003002014200154125		CK39139538			
Cheque/DD No			Date	20/01/2014 10:01:44						
Name of Bank			Bank-Branch	STATE BANK OF INDIA						
Name of Branch	Validity unknown		Scroll No. , Date	21, 21/01/2014						
Mobile No. : Not Available										

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PRAKASH NAVASO  
CHAVAN  
Date: 20/01/2014  
13:45:04 IST  
Reason: Secure  
Document  
Location: India





गुरुवार, 23 जानेवारी 2014 1:45 म.नं.

दस्त गोपवारा भाग-1

बबई2

दस्त क्रमांक: 745/2014

दस्त क्रमांक: बबई2 /745/2014

बाजार मुल्य: रु. 1,12,71,150/- मोबदला: रु. 18,78,525/-

भरलेले मुद्रांक शुल्क: रु. 3,13,000/-

द. नि. सह. द. नि. बबई2 याचे कार्यालयात  
अ. क्र. 745 वर दि. 23-01-2014  
रोजी 1:38 म.नं. वा. हजर केला.

पावती: 875

पावती दिनांक: 23/01/2014

सादरकरणाराचे नाव: आलोक इन्फ्रास्ट्रक्चर लिमिटेड तरफे  
ऑथोराईज ऑफिसर कल्पेश - शाह

नोंदणी फी  
दस्त हाताळणी फी  
पृष्ठांची संख्या: 88

रु. 1000.00

रु. 1760.00

एकुण: 2760.00

दस्त हजरकरणाची सही:

सह-दुस्थम निबंधक, मुंबई-2

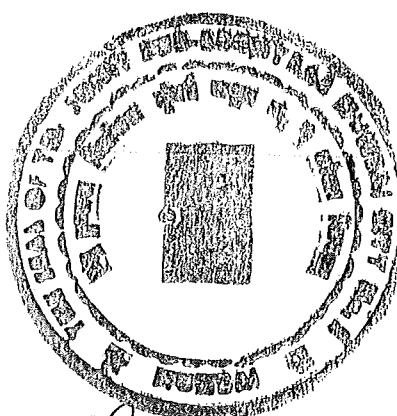
सह-दुस्थम निबंधक, मुंबई-2

दस्ताचा प्रकार: 36-अ-Leave and Licenses

मुद्रांक शुल्क: Stamp Duty at 0.25 per cent on sum of rent payable for the period of agreement and the amount of non-refundable deposit and interest calculated at the rate of 10 per cent per annum on the refundable deposit will be charged throughout the state.

शिक्का क्र. 1 23 / 01 / 2014 01 : 38 : 40 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 23 / 01 / 2014 01 : 39 : 45 PM ची वेळ: (फी)



प्रतिक्रिया पत्र

\*सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असालेल्या तस्तुदीनुसारच नोंदणीस दाखल केलेला आहे. \* दस्ताचील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदणांची सत्यता तपासली आहे. \* दस्ताची सत्यता, पैधता कायदेशीर घेण्यासाठी दस्ताची वापराकृती कायदेशीर वापराकृत नाही. कायदेशीर वापराकृत नाही.

लिहून देणारे

लिहून घेणारे

