therewith. No modification or amendment to the Scheme will be carried out or effected by the Board of Directors without approaching the High Court.

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

16. CONDITIONALITY OF THE SCHEME

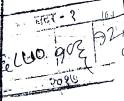
The Scheme is conditional upon and subject to the following:



The Scheme being approved by the requisite consent of the members and creditors of the Transferor Company and the Transferee Company as may be directed by the High Court;

The sanction of the High Court under Section 391 to 394 of the Act in favour of the Transferor Company and the Transferee Company under the said provisions and to the necessary order under Section 394 of the Act being obtained;

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



The certified copy of the order of the High Court sanctioning the Schenic heing filed with the Registrar of Companies at Mumbai by the Transleton Company and the Transferee Company.

EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

In the event of any of the said sanctions and approvals referred to in the preceding. Clause not being obtained and/or the Scheme nor being sanctioned by the High Court, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any aet of deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accreed pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

IS. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other exposition only (save as expressly otherwise agreed), incurred in carrying all factorism (save as expressly otherwise agreed), incurred in carrying all factorism (save as expressly otherwise agreed), incurred in carrying all factorism (save as expressly otherwise agreed), incurred in carrying and factorism (save as expressly otherwise agreed), incurred in carrying and factorism (save as expressly otherwise agreed), incurred in carrying and factorism (save as expressly otherwise agreed), incurred in carrying and factorism (save as expressly otherwise agreed), incurred in carrying and factorism (save as expressly otherwise agreed), incurred in carrying and factorism (save as expressly otherwise agreed).

by the Transferee Company.

Certified to be TRUE COPY For RAJESH SHAM & CD.

TRUE-COPY

(R. C. MALEI 19 5.16

COMPANY ASSISTANT
HIGH COURT (0.5)

DOWNERS

€ 600 900 Section

IN THE HIGH COURT OF JUDICATURE AT BOMBAY ORDINARY ORIGINAL CIVIL JURISDICTION COMPANY SCHEME PETITION NO. 292 OF 2016 CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 341 OF 2016

In the matter of the Companies Act, 1956 (1 of 1956);

AND

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

AND

In the matter of Scheme of Amalgamation of Suranjan Holding & Estate Developers Private Limited ('the Transferor Company')

WITH

Keystone Realtors Private Limited ('the Transferee Company')

AND

Their respective Shareholders

Suranjan Holding & Estate Developers Private Limited Petitioner Company

AUTHENTICATED COPY OF MINUTES OF ORDER DATED 22ND DAY OF SEPTEMBER 2016, ALONGWITH THE SCHEME ANNEXED TO THE PETITION

Ce Clo O mode P) authenticated capies on 22 loalk

Reprosed on 29 loalk

Beady on 29 SEP 2016

Cabased on 3 0 SEP 2016

M/S RAJESH SHAH & CO Advocates for the Petitioner



ANNEXURE EGI

S. MAHOMEDBHAI & CO.

(Registered)

ADVOCATES & SOLICITORS

TAMARIND HOUSE, FIRST FLOOR, 36, TAMARIND LANE, FORT, MUMBAI - 400 001. INDIA

SHAMIMA TALY MUKUL TALY Telephone: +91 - 22 - 2265 2778 +91 - 22 - 6634 5053

E-mail : smcolaw@gmail.com

To,

Suranjan Holdings And Estate Developers Private Limited, 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East)

Andheri (Bast) Mumbai- 400 069.

Sirs.

Ref: All that piece and parcel of freehold land betting. \$250, No. 12/26 admeasuring 11,142.10 square meters, G-16-1A (Part) Approximating 2150 square meters together with additional area admeasuring 22 square nuters aggregating to 14,184.10 square meters or the admeasuring Bandira, Taluka Andheri, Mumbai Suburban District ("In Said Bandira, Taluka Andheri, Mumbai Suburban Bandira, Taluka Ban

We have investigated the title of Suranjan Holdings And Estate Dovatopers Private Limited, a company incorporated under the provisions of the Companies Act. 1956 and having its registered office at 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East) Mumbai- 400 069. ("the Developer") in respect of the said property more particularly described in the Schedule hereunder written.

Narli Agripada Co-operative Housing Society Limited ("Owners"), a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/2221 and having its registered office at Narli Agripada. 18th Road, Khar (Wost). Mumbai 400 1152 are the

owners of the larger property bearing CTS Nos. G-399A, G-626,

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ANNEXURE - 9-1

S. MAHOMEDBHAI & CO.

CONTINUATION SHEET

164B of Village Bandra, Taluka Andheri in the Mumbai Suburban District and admeasuring 17,879 square meters or thereabouts ("the Larger Land").

By and under the Not it ation No. DC/ENC/A/38- Narli Agripada dated October 18, 1977, the Deputy Collector (ENC) and Competent Authority ("Competent Authority") appointed under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("Slums Act") has declared a portion of the said property bearing CTS No.G-626 and admeasuring 11,142.1 square meters as a "slum area" within the meaning of the provisions of the Slums Act.

By and under an Agreement dated April 5, 1979 made between the Owners on the one hand and one Messrs. Ramko Builders and its partners for the time being on the other hand, the Owners with the sanction of the Competent Authority allowed Messrs. Ramko develop the Larger Land as a Slum Redevelopment Scheme under the programment of the Slums Act.

Mosse Ramko Builders filed Original Suit No.820 of 1983 in the Hon'ble High court offidial ture at Bombay wherein the Owners were Defendant No. 4 along with one ast., On April 28, 1983 Consent Terms were filed in the aforesaid Suit between the parties and a decree in terms of Consent Terms was passed by the Hon'ble Court. Under the terms of the said Consent Terms dated April 28, 1983, the Owners, at the instance of Messrs. Ramko Builders, out and from the Larger Land granted and demised / leased absolutely an area administrating 1,764 square meters earmarked as Plot 'C' on the plan of the Larger Land granted and demised of the Larger Larger.

the said Roshanlal Agarwal and 2 others with power to sub lease, under lease, assign, ansfer, mortgage, deal with, dispose of, alienate or encumber the said Plot 'C' as

ANNEXURE - GI

S. MAHOMEDBHAI & CO.

CONTINUATION SHEET

building or part thereof in such manner as they deem fit. The said portion has been constructed upon and is known as "Narendra Apartments"; Messrs. Ramko Builders were unable to carry on or complete the work entrusted to them under the Agreement dated April 5, 1979. For diverse reasons some of which are enumerated in the letters of the Owners dated June 17, 1993 addressed to Messrs. Ramko Builders and dated September 29, 1993 addressed to the Competent Authority and dated October 28, 1993 addressed to Messrs. Ramko Builders (hereinafter collectively referred to as "the letter of termination"), the Owners have terminated the Development Agreement dated April 5, 1979 with Messrs. Ramko Builders. Messrs. Ramko Builders filed Original Side Suit No. 263/1994 ("said Suit") in the Hon'ble High Court of Judicatury in Bomba, specific performance of the Agreements between the Owners and the appearance of Motion No. 260/1994 filed in the said Suit was dismissed. The appearance against a dismissal of Notice of Motion was dismissed as withdrawn. The said Suit is partners.

A portion of the Larger Land bearing CTS No. G-399A admeasuring 2,223.20 square meters (not being a part of the said property) is in the occupation of a member of the Owners claiming as an alleged tenant. In addition a third party M/s. Daksha Enterprises is claiming the said portion as owner under a Conveyance dated September 20, 2006 registered in the office of the Sub Registrar of Assurances at Andheri - 2, under Serial No. BDR/4- 7192/2006 dated September 26, 2006. The name of the Owners is reflected in the Property-Register Card of the said portion of the Larger Land arounder thereof. The disputes are the subject matter of two pending Writ Petitiops viz. Write Petition No. 2133 of 2011 and Writ Petition No. 30 and 2012 in the Horn the High Count

ANNEXURE - GI

S. MAHOMEDBHAI & CO.

CONTINUATION SHEET

of Judicature at Bombay arising out of Record of Rights proceedings under the provisions of the Maharashtra Land Revenue Code, 1966;

The Owners herein have entered into a Development Agreement dated August 19, 1995 ("Development Agreement") for the development of the Larger Land in favour of the Developer. The said Development Agreement is registered vide a Deed of Confirmation dated January 28, 2010 ("Confirmation Deed") with the office of the Sub Registrar of Assurances under Serial No. BDR - 15 / 4184 / 2010 on April 17, 2010. The Owners have granted an Irrevocable Power of Attorney dated February 11, 2014 in favour of the Developer. The said Power of Attorney is duly registered with the office of the Sub Registrar of Assurances. Andheri 2 at Mumbai under Serial No. BDR-4/1004/2014 on February 11, 2014.

August 3, 2009, the Chief Executive Officer, Slum Rehabilitation area and admeasuring 2,340,30 sq. meters as a "slum rehabilitation area"

The Developer has submitted to the Slum Rehabilitation Authority, Mumbai a slum redevelopment scheme in respect of the said property under the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991 (*DCR*).

By and order a Rectification Deed dated behroary 01, 2014 ("Rectification Deed") accorded by and between the Owners of the One Part and the Developers of the Other Part, the Owners have rectified the mistakes in the particular description of the Larger Land as contained in the said Development Agreement and the said Confirmation

Deed. The said Rectification Deed is duly registered in the office of the Sub Registrar of

ANNEXURE - G1

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CONTINUATION SHEET

Assurances Andheri -2 at Mumbai under Serial No. BDR4-1003-2014 on February 11, 2014.

The Slum Rehabilitation Authority has issued a Letter of Intent and revised Letters of Intent ("LOI"), Intimation of Approvals and Commencement Certificates in favour of the Developer inter alia, permitting the Developer to develop the rehab component as well as the free sale component of the said property more particularly described in the Schedule hereunder written under the provisions of Regulations 33(10) and 33(14) D of the DCR.

The development rights and all other right, title and interest with respect to the said property by virtue of the LOI together with the buildings constructed and to be constructed thereon have been secured by issuance of Secured Redeematics concentrated thereon have been secured by issuance of Secured Redeematics concentrated thereon have been secured by issuance of Secured Redeematics concentrated in its capacity as Debenture Trustee for the benefit of Debenture Holders, in accordance with terms of Debenture Trust Deed the Reference of Personal Personal Personal Research Redeematics and the Redeema

By Indenture of Mortgage dated 20th February, 2014 executed by the Developer in favour of ECL Finance Limited and registered in the office of the Sub-Registrar of Assurances at Andheri -2, Mumbai under Serial No.BDR4/1256/2014, the Developer has mortgaged to ECL Finance Limited the development rights and all other right, title and interest with respect to the said property for the loan advanced by ECL Finance Limited to the Developer.

Owners is constructing the rehabilitation component for rehabilitation of the eligible slum

The Developer being duly authorized by the

ANNEXURE -9-1

S. MAHOMEDBHAI & CO.

CONTINUATION SHEET

dwellers on the said property and is also constructing free sale buildings on the said property with the intention to sell the same on ownership basis to intending buyers.

We have perused the various title documents referred to above in the course of investigation of title of the Developer. We have inspected the Property Register Card with respect to the said property produced by the Developers for our perusal. We have conducted a search in the office of the Sub Registrar of Assurances in respect of the Larger Land in the offices of the Sub Registrar of Assurances at Bandra and Mumbai for the period 1945 to 2002 (58 years). Our Search Clerk found that in the office of the Sub Registrar of Assurances at Bandra the Index No. II for the years 1945 to 1954, 1956 to 1964, 1971 to 1973 and 1977 to 1983 are entirely torn. Our Search Clerk found that in the office of the Sub Registrar of Assurances at Mumbai, the Index No. II for the years 1946 to 1949, 1959, 1960, 1964, 1965, 1971, 1972, 1977 to 1985 are entirely torn. We have further search in the office of the Sub Registrar of Assurances at Bandra and 2002 to 2015 (14 years) and also at the new office of the Sub Registrar of ndheri. MTNL Office from 2002 to 2015 (14 years) where the second (Manual Books), at the new office of the Sub Registrar of Assurances at MTNL Office from 2002 to 2015 (14 years), at the new office of the Sub Registrar of Assurances at Bandra, Andheri - 2, BDR/4. from 2005 to 2015 (11 years), at the new office of the Sub Registrar of Assurances, Khar, MTNI, Office, Andheri - 3, BDR/9 from 2005 to 2015 (11 years), at the new office of the Sub Registrar of s at Andreri - 4. MTNL Office, BDR/15 from 2005 to 2015 (11 years), at the Thew office of the Sub Registrar of Assurances at Andheri - 5, Jogeshwari MTNL Office. 2013 to 2015 (3 years - computer), at the new office of the Sub Registrar of Andheri - 6, Jogeshwari MTNL Office, BDR/17 from 2013 to 2015 (3 years - computer books). Our Scarch Cierk found that in respect of Sub Registrar of

ANNEXURE - 4-1

S. MAHOMEDBHAI & CO.

CONTINUATION S.-IEET

Assurances in Andheri. Office Nos. 1, 2, 3, 4, 5 and 6 - BDR/1, 4, 9, 15, 16 and 17, the Register of Computerized Index No. II have not been maintained properly. In cases of Manual Books, the search is taken subject to forn pages

We have taken a search in the office of the Registrar of Companies, Maharushtra State. Mumbai and no charges other than those referred to herein have been registered in the said office with respect to the Developers

We have issued Public Notices in English in the daily newspaper "The Free Press Journal" and in Marathi in the daily newspaper "Navshakti" both dated 2nd April, 2015 inviting persons having any claim, right, title or interest whatsoever in respect of the said property or part thereof more particularly described in the Schedule hereof to notify the same to us in writing. We have not received any notice of any such claims etc. The Public Notices and this Certificate is restricted to the said property process par in the Schedule hereunder written.

In our opinion, subject to what is stated above surganian Hot Developers Private Limited is entitled to develop the said property more particular described in the Schedule hereunder written under development in harding water from Narli Agripada Co-operative Housing Society Limited and to sell on ownership basis to third parties, premises comprised in the free sale component of the sanctioned Slum Rehabilitation Scheme with respect to the said property with clear and marketable title, free from reasonable doubts and after compliance with the terms and conditions of all SCHEDUL & (10099492 permissions obtained by them.

All that piece or parcel of freehold land bearing CTS. Nos. G-626 admeasuring 11,142.10

square meters, and G-164-A (Part) admeasuring 2750 square meters together with area

THE SAID PROPERTY ABOVE REFERRED

ANNEXURE G-2

S. MAHOMEDBHAI & CO.

CONTINUATION SHEET

SCHEDULE

THE SAID PROPERTY ABOVE REFERRED TO:

All that piece or parcel of freehold land bearing CTS. Nos. G-626 admessing 11,142.10 square meters, and G-164-A (Part) admeasuring 2750 square meters together with area admeasuring 292 square meters aggregating to 14,184.10 square meters or thereabouts of Village Bandra, Tajuka Andheri, Murabai Suburban District and bounded as follows:

On or towards the:

North: 18.30 M. Wide Avenue Road

South: 18.30 M. Wide Ramkrishna Mission Read

East : 12.19 M. Wide 18th Road

West: 18.30 M. Wide Sakharam Patil Read/ Proposed D.P. Road

Mumbai.

Date: February

S. Maliomedbhai & Co., Advocates & Solicitors



ANNEXURE @ H

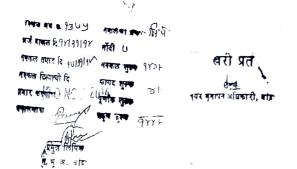
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| 12/02/1968 12/02/1968 | भा संस्था रेश्य र कार्यपानुतार व भ As per R of I Area १०२५-१: (one coance १६.८६८ Area १७७६.७ मा. उपांचपानिय व देन्द्र र वे से १८६४ र कर्न कार्य-५/५४ | त स. का नार्णसंस्था कायधानुसा R. A. G. as , १८२ को प्रकार पायंक्तरं ता आदेश के इ. की प्रकार मान्य विनशंती केली. वि इ. का प्रकार मान्य काया कि का १८६ ८ र. यो निया मान्य १८६ ८ र. यो निया मान्य का मान प्रकार र. अ केला व मुख क केला मान प्रकार र. अ केला व मुख क केला मान प्रकार र. अ केला व मुख क केला मान प्रकार प्रकार स्थार दि | व. त. रा. च्या १९५८ अंक्स्या कर्ने १ होच आकाराचे रुपमा कर्ने ८. DLN/LND/A-६६६६११ १८ व्याचिक कर्ने केर्र्स्स प्रतिन्तुत होत १३.२८६ चा आरेत्र, ल आरेत्र कर्ने | पहेदार (प) निव्हा भार (पा) (H) Manckji Homoshi (प्रायुक्त स्वाप्त स | HRAEGIS TO THE TOTAL THE T |

ANNEXURE ⊕#

मालमत्ता पत्रक

| ागण पूर्वि :- जी बॉर्ड | ालुका/न.भु.मा.का न.भू.अ.ब | ांद्रा जिल्हा मुंबई उपनगर जिल्हा |
|--|------------------------------|--|
| ा पूर्वीत शिर्मिया सारक्तार के के क | क्षेत्र धारणाधिकार चौ.मी. | ग्रामनाता प्रकृषा आवारणवा क्या पाङ्का संप्रगील ग्रांच न्याचा फेर स्टब्स्पी चे नि ष्ठा थेखे |
| Gyenn Green | | न.भ.अ.चांटा |
| स्तामा क्वांस - | खरो नक्कल - | मृंबई उपनगर जिस्हा |







ANNEXURE SH

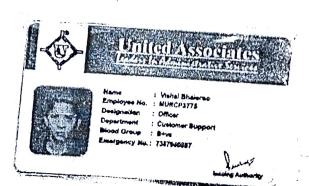
मालमत्ता पत्रक

| स्वतं स्वतः १००६ व दो अस राज्यः अस्ति प्रकार का स्वतं प्रकार का अस्ति स्वतं देव स्वतं । प्रकार कि स्वतं प्रकार का स्वतं स्वतं । प्रकार कि स्वतं । प्रकार कि स्वतं । प्रकार कि स्वतं । प्रकार के स्वतं । | 1987 1987 1988 | नेषं सन्त |
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| अपने करण विश्व | अंति करण है कि स्थान है है कि स्थान है है | |
| अपने कारण कि | अपने क्षेत्र के स्थान कर | নাভারন |
| ता १९० दे १९८० व व्यावस्था वर्ष वर्षा वर वर्षा वर्षा वर्षा वर्षा वर्षा वर्षा वर्षा वर्षा | ता अप 54 प्रकार विश्व के कार्या ने DINLINDA १६६४ ता १०६६ प्र विश्व में स्राच्या ने प्रकार है १९३० वृद्ध रेट ने प्रकार है १९००६ में स्व पूर्ण में बार में में में में में से में में से मे में से मे | |
| स्था के के कि के अपने के कि के कि | प्रमुख अर्थ देवक अध्यान देव विकास अध्यान के प्रमुख अध्या | |
| प्रश्नेत प्रकार का अपने प्रकार के अपने प्रकार का अ | प्रवाहित कर होते हैं कर है के कर है के कर है के कर है के कर है कर है कर है कर है कर है के कर है के कर है के कर है के कर है कर है कर है कर है कर है के है के कर है के कि है के कर है के कि है के के कर है के के कर है के कि है के कि है के कि है के | |
| गम्बर्धा - वर्रा नकतः पुर्वे एपनगर जिल्हाः | क्रमणाः वर्षे स्वताः वर्षे स्वताः किला वर्षे स्वताः किला | 43.75 43.75 |
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