# SCHEME OF ARRANGEMENT UNDER SECTIONS 232 READ WITH 230 OF THE COMPANIES ACT, 2013 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 BETWEEN

# INORBIT MALLS (INDIA) PRIVATE LIMITED

("IMIPL" or "Transferor Company" or "Demerged Company")
AND

## CAVALCADE PROPERTIES PRIVATE LIMITED

("CPPL" or "Transferee Company" or "Resulting Company")

AND

# THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

#### **PREAMBLE**

This Scheme of Arrangement ("Scheme") is presented under Section 232 read with Section 230 and other applicable provisions of the Companies Act, 2013 (including any statutory modifications or reenactments or amendments thereof) and the rules and regulations made thereunder for the demerger and vesting of the Demerged Undertaking (as defined in clause 1.8 of this Scheme) of Inorbit Malls (India) Private Limited into Cavalcade Properties Private Limited on a going concern basis.

#### **DESCRIPTION OF COMPANIES**

#### **Inorbit Malls (India) Private Limited**

Inorbit Malls (India) Private Limited (hereinafter referred to as "IMIPL" or "Transferor Company" or "Demerged Company") is a private limited company incorporated on 1<sup>st</sup> January, 1999, having its registered address at Plot No. C-30, Block 'G', opposite SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai 400051, India, with CIN No. U45200MH1999PTC117748, issued by the Registrar of Companies. Inorbit has been primarily incorporated to carry on the business of construction and leasing of land or building; conceptualization, planning, designing, and marketing of malls (shopping centres) for the purpose of operating, franchising and for licensing of retail space therein for all kinds of goods, materials and items in India and development of other real estate projects.

#### **Cavalcade Properties Private Limited**

Cavalcade Properties Private Limited (hereinafter referred to as "CPPL" or "Transferee Company" or "Resulting Company"), is a company incorporated on 28<sup>th</sup> June, 2005, having its registered office at Plot No. C-30, Block 'G', opposite SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai 400051, India with CIN No. U70100MH2005PTC154307, issued by the Registrar of Companies. CPPL is primarily engaged in the business of builder, real estate developer, contractors, construction of building, houses, apartments, structures and dealing in residential/commercial plots etc., presently having presence mainly in Pune District, Maharashtra.

#### RATIONALE AND PURPOSE OF THE SCHEME

IMIPL was primarily incorporated to carry on the business of building, construction, development, leasing and management of shopping malls. Subsequently, over a period of time, IMIPL has diversified into real estate development of residential projects and commercial projects.

Since IMIPL primarily continues to be focused in the business of building, construction, development, leasing and management of shopping malls and commercial real estate in India, therefore with a view to allow the Demerged Undertaking (as defined in clause 1.8 of this Scheme) to be grown to its full potential, IMIPL is desirous of hiving-off the Demerged Undertaking to a group entity *i.e.* CPPL which is in the core business of development and construction of residential and commercial properties having necessary expertise in this segment. Such commercial projects development is primarily either part of the specific malls project or complimentary to it, while the Demerged Undertaking is an independent residential real estate development project which is under development. Considering that IMIPL's core business of building, construction, development, leasing and management of shopping malls requires extensive and intensive resources and focus and attention which currently gets divided with residential real estate development project. Thus, in order to achieve

greater degree of focus and concentration of resources for the said core business, hiving off of the Demerged Undertaking works in the best interests of IMIPL and CPPL.

The aforesaid business being undertaken by IMIPL and CPPL are currently at different stages of maturity, with differing capital and operating requirements, gestation periods, pooling of resources, regulatory requirements, structures to house the businesses/operations, customer sentiments including risk and competition.

Thus, with the objective of achieving the aforesaid goal, it is intended to demerge the Demerged Undertaking from IMIPL into CPPL as going concern by way of a scheme of arrangement, which will provide synergy benefits, attain efficiencies and reduce overall cost for both the companies.

The demerger of Demerged Undertaking of the Transferor Company into the Transferee Company would *inter alia* have the following benefits:

- i. Separate management for both the Transferor Company and Transferee Company, based on functional skills and expertise required, will enable the Transferor Company and the Transferee Company to focus and enhance their respective businesses by streamlining operations, cutting costs, creating an ease of doing business, ensuring better and more efficient management control as well as focus.
- ii. Facilitate the management of the Transferor Company and the Transferee Company to efficiently explore opportunities for growth and development of their respective businesses.
- iii. Enable the Transferor Company and the Transferee Company to access varied sources of funds suitable for their respective business for achieving rapid growth.
- iv. Allow the Transferor Company to focus on its business activities and strengthening the existing business by potential expansion of existing malls, improving customer experience by upgrading aesthetics of existing malls, acquisition of viable green-field and/or brown-field mall project(s) etc.
- v. Provide the Transferee Company complete and direct control over the development of the land parcels situated in Pune Undertaking including the development of entire residential and commercial premises in one single entity and achieve synergistic integration and consolidation of the business being carried on by the Transferee Company, which shall be in particular beneficial to the shareholders, creditors and employees of the Transferee Company and to the interest of public at large, since such arrangement would integrate the development of land parcels situated in District Pune into a single entity and would enable them to have access to better financial resources and will make it easier to raise funds from investors at later date as well as increase managerial efficiencies, while effectively pooling technical, distribution and marketing skills in one entity.
- vi. Cost saving by reduction of administrative and other overhead costs, avoidance of duplication and pooling of managerial skill. It would enable both the Transferor and the Transferee Company to focus attention towards their respective business, which shall result in operational rationalization, organizational efficiency and optimal utilization of their resources.
- vii. Upon consolidation of the Transferor Company's Demerged Undertaking into the Transferee Company, there would be reduction in legal and regulatory compliance obligations including accounting, reporting requirements, statutory and internal audit requirements, tax filings, company law requirements and therefore, significant reduction in administrative costs and other wastage on overheads.
- viii. This will lead to a simplified corporate structure, in addition increase in the long-term value for the respective stakeholder of the Transferor Company and the Transferee Company.
- ix. Considering that IMIPL's core business of building, construction, development, leasing and management of shopping malls requires extensive and intensive resources with full focus and attention which currently gets divided with residential real estate development project. Thus, in order to achieve greater degree of focus and concentration of resources for the said core business, hiving off of the Demerged Undertaking works in the best interests of IMIPL and

#### CPPL.

In view of the aforesaid, the Board of Directors of both the Transferor Company and Transferee Company have considered and proposed the demerger of the Demerged Undertaking from the Transferor Company into the Transferee Company in order to benefit the stakeholders of both companies. Accordingly, the Board of Directors of the Transferor Company and Transferee Company have formulated and approved this Scheme for transfer, vesting and demerger of the Demerged Undertaking as a going concern from the Transferor Company into the Transferee Company pursuant to the provisions of Section 230 to 232 of the Companies Act, 2013 and other related provisions of the Companies Act, 2013.

#### PARTS OF THE SCHEME

This scheme is divided into the following parts:

Part I deals with the introduction, definitions of the terms used in the Scheme and Share Capital.

**Part II** deals with the Demerger, *i.e.* transfer and vesting of the "Demerged Undertaking" (as defined in clause 1.8 of this Scheme), of the Transferor Company into the Transferee Company, on a going concern basis.

Part III deals with General terms and conditions

# TREATMENT OF THE SCHEME FOR THE PURPOSE OF THE INCOME TAX ACT, 1961

The provisions of this Scheme have been drawn up to comply with the conditions relating to "Demerger" as defined under section 2(19AA) of the Income Tax Act, 1961. If, at a later date, any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of section 2(19AA) of the Income Tax Act, 1961, including as a result of an amendment of law or enactment of new legislation or any other reason whatsoever, the provisions of Section 2(19AA) of the Income Tax Act, 1961, or a corresponding provisions of any amended or newly enacted law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(19AA) of the Income Tax Act, 1961. Such modifications, if required to be made will, however, not affect the other provisions of the Scheme. Upon the Scheme becoming effective, the same would not be regarded as a transfer under Section 47 of the Income Tax Act, 1961 and accordingly in terms of the circular bearing no. 24/2019 dated 4<sup>th</sup> June, 2019 issued by the Maharashtra Real Estate Regulatory Authority, no approval of the allottees shall be required for the purposes of this Scheme.

#### PART I

#### DEALING WITH DEFINITIONS AND SHARE CAPITAL

#### 1. **DEFINITIONS**

A list of abbreviations and definitions used in this Scheme are set out below, and the capitalized terms defined in this Scheme by inclusion in quotations and/or parenthesis shall, for the purpose of this Scheme, have the meaning so ascribed to them hereunder:

- 1.1. "Act" means the Companies Act, 2013 including any rules, regulations, orders and notifications made thereunder, or any statutory modifications thereto, or re-enactment thereof for the time being in force.
- 1.2. "Appointed Date" for the purpose of the present Scheme shall mean 1<sup>st</sup> April 2020 or any other date as may be determined by the Board of Directors of the Demerged Company and the Resulting Company or such other date as directed or fixed and approved by the Hon'ble National Company Law Tribunal, Mumbai Bench.
- 1.3. "Balance FSI" shall mean all entitlement of the Transferor Company to all floor space index as available on the Effective Date in respect of the Pune Undertaking (including but not limited to FSI/transfer of development rights (TDR) whether arising out of handover of reservations or amenities space or roads, purchase of TDR, change of applicable rules and regulations or on account of any other reason);
- 1.4. **"Board of Directors" or "Board"** in relation to the Demerged Company and the Resulting Company, as the case may be, means the Board of Directors of such company, and shall have the same meaning as prescribed under the Act.
- 1.5. **"Court" or "Tribunal" or "NCLT"** shall mean the Hon'ble National Company Law Tribunal, Mumbai Bench, or such other forum or authority as may be vested with the powers of the National Company Law Tribunal under the Act.
- 1.6. **"Demerger"** means the transfer by of demerger in accordance with the provisions of section 2(19AA) of the Income Tax Act, 1961 of the Demerged Undertaking of IMIPL, to the Transferee Company.
- 1.7. "Demerged Company" or "Transferor Company" or "IMIPL" means Inorbit Malls (India) Private Limited, incorporated under the provisions of the Companies Act, 1956, and having its registered office at Plot No. C-30, Block 'G', opposite SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai 400051.
- 1.8. "Demerged Undertaking" shall mean the entire business, activities, operations, assets and liabilities pertaining to residential and commercial properties, constructed and developed or being developed by IMIPL at the Pune Undertaking including without limitation, to the following:
- All the assets and properties (whether movable or immovable, tangible or intangible, real or present, personal. corporeal or incorporeal, future contingent) or including, but not limited to any portion of the land parcel(s) and all floor space index in relation to the Pune Undertaking whether arising on account of handover of reservations or amenities space or roads, purchase of TDR, change of applicable rules and regulations or an account of any other reason), Balance FSI, all Unsold Units all structures, buildings, complexes, infrastructure, whether constructed or otherwise, whether partly or fully developed, plant and machinery, computers, equipment, offices, residential and other premises, capital work in progress, sundry debtors, furniture, fixtures, interiors, office equipment, vehicles, appliances, accessories, power lines, depots, all stocks, assets, investments of all kinds (including shares, scripts, stocks, bonds, debenture stocks, units or pass through certificates), cash balances or deposits with banks, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by or received by the Transferor Company, financial assets, leases (including but not limited to lease rights of the Transferor Company), hire purchase contracts and assets, lending

contracts, rights and benefits under any agreement, benefit of any security agreements or under any guarantees, reversions, powers, municipal and all other permissions, tenancies or licenses in relation to the office and/or residential permissions properties (including for the employees or other persons), guest houses, go-downs, warehouses, licenses, fixed and other assets, intangible assets (including but not limited to software), trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connection and installations, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, other rights, title interest, other benefits (including tax benefits), tax holiday benefits, incentives, exemptions, credits (including tax credits), Minimum Alternative Tax Credit entitlements (whether recorded in the books or not), tax losses, easements, privileges, liberties and advantages of whatsoever nature and where so ever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Demerged Undertaking or in connection with or relating to the Demerged Undertaking and all other interests of whatsoever nature belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Demerged Undertaking, save and except the Retained Business more particularly defined at Clause 1.14 of the present Scheme. For the avoidance of doubt, it is clarified that residential and commercial premises that have already been sold/conveyed and which will get sold / conveyed prior to the Effective Dare to any person(s) in the ordinary course of business do not form part of the Demerged Undertaking.

- ii. All deposits including under Real Estate (Regulation and Development) Act, 2016, advances, loans, receivables, staff advances, advance payments to regulatory authorities including the Government, Semi-Government, local and other authorities and bodies, customers, vendors and other persons and all earnest money and/or deposits including security deposits made/paid/received by the Demerged Company in connection with the Demerged Undertaking;
- iii. All necessary records, files, papers, process information, computer programs, drawings, manuals, data, catalogues, quotations, sales and advertising material, lists of customers and purchasers and suppliers, customer credit information, customer pricing information and all other records, whether in physical or electronic form, in connection with the Demerged Undertaking;
- iv. All the rights and licenses, all assignments and grants thereof, agreements entered into with all purchasers, all permits, approvals, registrations, notifications, Trademarks, patents, designs, rights (including any rights under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of the Central/State Governments, quality certifications and approvals (both Indian and foreign), product registrations (both Indian and foreign), regulatory approvals, entitlements, industrial and other licenses, the registration/benefits under various schemes and such other schemes, registration/approvals/licenses from the Central Government, any State Government, any local authority, Customs, Central Excise, Directorate General of Foreign Trade, authorities pertaining to Income Tax, Service Tax, Goods and Services Tax, Reserve Bank of India, Ministry of Corporate Affairs, Ministry of Commerce & Industry, Ministry of Finance, Ministry of Home Affairs, municipal permissions, goodwill approvals, consents, tenancies, if any, in relation to the business or project, investments and/or interest (whether vested, contingent or otherwise) in the business or projects undertaken by the Demerged Company in relation to the Demerged Undertaking, either solely or jointly with other parties;
- v. Hire purchase and lease agreements, the benefits of bank guarantees issued by the Demerged Company in relation to the Demerged Undertaking, privileges, all other claims, rights and benefits (including under any power of attorney documents issued by the Demerged Company in relation to the Demerged Undertaking or any power of attorney documents issued in favour of the Demerged Company in relation to the Demerged Undertaking or from or by virtue of any proceeding before any legal, quasi-judicial authority or any other statutory authority to which the Demerged Company was party), powers and facilities of every kind, nature and description whatsoever, right to use and avail of telephones, telex, facsimile connections, and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and other interests, in connection with or relating to the Demerged Undertaking;

- vi. Without prejudice to the generality of the above, all benefits or incentives including incometax (including minimum alternate tax), excise and other direct or indirect taxes, benefits for which the Demerged Company is entitled to in terms of the various statutes and/or schemes of the Union and State Governments in relation to the Demerged Undertaking;
- vii. All intellectual property rights, as well as any application for any of the foregoing owned or used, created, developed or invented by employees of the Demerged Company specifically for and in connection with the Demerged Undertaking;
- viii. All liabilities (including contingent liabilities) pertaining to the activities or operations of the Demerged Company including loans and borrowings, term loans from banks and financial institutions, including ICICI Bank Limited and Housing Development Finance Corporation Limited (whether in Indian Rupees or foreign currency), bank overdrafts, working capital loans and liabilities pertaining to or relatable to the Demerged Undertaking which have been provided for in the books of accounts;
- ix. All employees, staff, workers of the Demerged Company employed for the Demerged Undertaking, as on the Effective Date as jointly identified by the Board of Directors of the Demerged Company and the Resulting Company;
- x. All contracts, deeds, bonds, agreements, and other instruments, of whatsoever nature, directly or indirectly in connection with or in relation to the business of the Demerged Undertaking where the Demerged Company is a party or a beneficiary, including but not limited to the Deed of Transfer dated 19<sup>th</sup> December, 2013 bearing registration no. HVL-10-14228 of 2013, Deed of Transfer dated 25<sup>th</sup> March, 2020 bearing registration no. HVL-10-7818 of 2020, all contracts with customers, land owners, clients etc.; and
- xi. All other rights and obligations of whatsoever nature related to or connected with the Demerged Undertaking including but not limited to the obligation of the Demerged Company to execute deeds of conveyance in favour of the co-operative housing societies / condominium, as the case may be, formed/to be formed in respect of buildings constructed on the Pune Undertaking or execute declarations for submitting the buildings/developments under the Maharashtra Apartment Ownership Act, 1970 under the agreements entered into with the purchasers of units in the building(s) constructed/to be constructed on the Pune Undertaking.

Provided that any question that may arise as to whether a specified asset or liability pertains or does not pertain to the Demerged Undertaking of the Demerged Company, or whether it arises out of the activities or operations of the Demerged Undertaking of the Demerged Company shall be decided mutually in writing between the Board of Directors of the Demerged Company and the Resulting Company.

- 1.9. "Effective Date" means the last of the dated on which the conditions specified in clause 13 are complied with. Reference to terms such as "come into effect", "upon the Scheme becoming effective", "effectiveness of this Scheme" shall be construed to mean the effective date as defined in the present clause.
- 1.10. **"Parties"** shall mean the Demerged Company or the Transferor Company and the Resulting Company or the Transferee Company, collectively.
- 1.11. "Pune Undertaking" shall mean all those pieces and parcels of non-agricultural land (a) admeasuring 72,880.29 square metres in the aggregate and bearing Survey No. 27 Hissa No. 1B+2+3 Plot A(part), Survey No. 27 Hissa No. 4(part), Survey No. 27 Hissa No. 5(part), Survey No. 37 Hissa No. 3+4 Plot B(part) and Survey No. 37 Hissa No. 3+4 Plot C; (b) 3,669 square metres bearing Survey No. 27 Hissa No. 1B+2+3 Plot B lying being and situate at Village Mohammadwadi, District Pune; (c) 30,737.91 square metres in the aggregate and bearing Survey No. 25 Hissa No. 4, Survey No. 26 Hissa No. 2A(part), Survey No. 26 Hissa No. 1+9A(part), Survey No. 27 Hissa No. 1+2+3 Plot A(part) and Survey No. 27 Hissa No. 5(part) and (d) 955 square metres and bearing Survey No. 26 Hissa No. 1+9A(part) lying being and situate at Village Mohammadwadi, District Pune situated at Village Mohammadwadi, Taluka Haveli, District Pune, Maharashtra acquired by the Transferor Company vide diverse means and instruments provided that all the Sold Units prior to the Effective Date shall not be considered as part of the Pune Undertaking;

- 1.12. "RERA" shall mean the Real Estate Regulatory Authority
- 1.13. **"Record Date"** shall mean the date fixed by the Board of Directors of the Demerged Company and the Resulting Company for the purpose of reckoning the names of the shareholders who will be entitled to receive shares of the Resulting Company upon the Scheme coming into effect.
- 1.14. **"Retained Business"** shall mean and include the whole of the assets, properties, liabilities and the undertaking(s) and entire business(es) of IMIPL except the Demerged Undertaking of the Demerged Company, including in particular the business of malls as more particularly set out in clause 12 of the Scheme.
- 1.15. **"Resulting Company"** or **"Transferee Company"** or **"CPPL"** means Cavalcade Properties Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot No. C-30, Block 'G', opposite SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai 400051.
- 1.16. **"Sold Units"** means all the premises/built-up areas constructed on the land parcels forming part of the Pune Undertaking which are sold/agreed to be sold to any person(s) under any registered and stamped document prior to the Effective Date.
- 1.17. **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Arrangement as amended or modified, in its present form and submitted to the NCLT for approval, with any modifications, as may be approved or imposed or directed by the NCLT or any other appropriate body.
- 1.18. **"Trademarks"** shall mean and include all the Trademarks held by the Demerged Undertaking and more particularly set out in **Schedule I** to this Scheme
- 1.19. **"Transition period"** means period starting from the date immediately after the Appointed Date till the Effective Date.
- 1.20. **"Unsold Units"** in contra-distinction with the Sold Units shall mean all the unsold premises/built-up areas forming part of the buildings constructed/under construction/to be constructed on the land parcels comprised in the Pune Undertaking as on the Effective Date.

# 2. SHARE CAPITAL

2.1. The share capital of the Demerged Company as on 31st March, 2020 is as under:

Particulars	Amount (In INR)
Authorized Share Capital	INR 88,10,00,000/-
88,10,000 Equity Shares of INR 100 each	
-	
Issued, subscribed and paid-up Capital	INR 87,56,00,000/-
87,56,000 Equity Shares of INR 100 each	

There is no change in the authorized, issued, subscribed and paid-up share capital of the Demerged Company from 31<sup>st</sup> March, 2020 till the date of approval of the scheme by the Board of Directors of the Demerged Company on 2<sup>nd</sup> December 2020.

2.2. The share capital of the Resulting Company, as on 31st March, 2020 is as under:

Particulars	Amount (In INR)		
<b>Authorized Share Capital</b> 50,000 Equity Shares of INR 10	INR 5,00,000/-		
each			
Issued, subscribed and paid-up Capital	INR 1,00,000/-		
10,000 Equity Shares of INR 10 each			

There is no change in the authorized, issued, subscribed and paid-up share capital of the Demerged Company from 31<sup>st</sup> March, 2020 till the date of approval of the scheme by the Board of Directors of the Resulting Company on 2<sup>nd</sup> December 2020.

# 3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme shall be effective in its present form or with any modification(s) approved or imposed or directed by the NCLT or any other appropriate authority and shall become effective from the Appointed Date as defined in Section 232(6) of the Act in term of clause 1.9 mentioned above.

#### PART II

# DEALING WITH THE DEMERGER *I.E.* TRANSFER AND VESTING OF THE "DEMERGED UNDERTAKING" FROM THE DEMERGED COMPANY TO THE RESULTING COMPANY, AND MATTERS INCIDENTAL THERETO

#### 4. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING

- 4.1. With effect from the Appointed Date and subject to the provisions of the Scheme, the "Demerged Undertaking" of the Demerged Company, shall, subject to the provisions of the clause in relation to the mode of vesting and pursuant to provisions of the Act and the Income Tax Act, 1961, and without any further act or deed, be transferred to and vested in and/or deemed to be transferred to and vested in the Resulting Company, in the following manner.
- 4.2. Upon coming into effect of the Scheme, but with effect from the Appointed Date, the entire Demerged Undertaking, including cash and bank balances relating to the day-to-day operations and specific workings of the Demerged Undertaking as are movable in nature or otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, shall stand transferred by the Demerged Company to the Resulting Company, without requiring any deed or conveyance for the same and the same shall be the property of the Resulting Company and an integral part of the Demerged Undertaking transferred to the Resulting Company.
- 4.3. Upon coming into effect of the Scheme, but with effect from the Appointed Date, the whole of the assets of the Demerged Undertaking shall be transferred to and vested in and/or deemed to be transferred to and vested in the Resulting Company pursuant to the provisions of the Act. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such instruments, deeds and writings on behalf of the Demerged Company to implement or carry or perform in order to give effect to the provisions of this clause. With effect from the Appointed Date, the Resulting Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, municipal taxes and fulfill all obligations, in relation to, or applicable to such immovable properties. The mutation of title/assignment of leases in respect of the immovable properties in the name of the Resulting Company shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme by the Tribunal and this Scheme becoming effective in accordance with the terms hereof, without any further act or deed on part of the Resulting Company.
- 4.4. Upon coming into effect of the Scheme but with effect from the Appointed Date, the whole of the undertaking and assets and liabilities of the Demerged Undertaking, shall under the provisions of sections 230 to 232 of the Act, and other applicable provisions, if any, of the Act, without any further act or deed, be transferred and be vested in and/or be deemed to be transferred to and be vested in the Resulting Company at their book values appearing in the books of the Demerged Company, as at the close of the business on the day immediately preceding the Appointed Date, so as to vest in the Resulting Company all the rights, title and interest of the Demerged Company therein. Upon the Scheme becoming effective, for the purposes of the Income Tax Act, 1961, the tax written down value of the assets of the Demerged Company pertaining to the Demerged Undertaking would become written down value of the Resulting Company.
- 4.5. With effect from the Appointed Date, all debts, liabilities, duties and obligations of every kind, nature and description of the Demerged Company relating to the Demerged Undertaking, shall, under the provisions of sections 230 to 232 of the Act, without any further act or deed, be transferred to and/or deemed to be transferred to the Resulting Company so as to become, from the Appointed Date, the debts, liabilities, duties and obligations of the Resulting Company. It being clarified that the whole of the assets and liabilities of the Demerged Undertaking shall be considered as per the audited books of accounts read with the Financial Statements comprising of the Profit and Loss Account and the Balance Sheet of the Demerged Undertaking as on the Appointed Date.
- 4.6. The present Scheme is being drawn up to comply with the conditions relating to the 'demerger' as specified under section 2 (19AA) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found, or interpreted to be inconsistent with the said provisions at a later date including resulting from an amendment of law or for any other reason

- whatsoever, the provisions of the said section of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent deemed necessary to comply with conditions contained in section 2 (19AA) of the Income Tax Act, 1961. Such modification, shall however, not affect other parts of the Scheme.
- 4.7. In the event the assets (including estates, claims, rights, title, interest in or authorities relating to such assets), contracts, deeds, bonds, agreements or other instruments, whatsoever, owned by or accrued to the Demerged Company and pertaining to, and in connection with the Demerged Undertaking of the Demerged Company, the same shall be held in trust for the benefit of the Resulting Company in so far as it is permissible so to do until such time the transfer in effected.
- 4.8. If on the Effective Date, the necessary consents, approvals and sanctions, which may be required for the Resulting Company to own and carry on the business of the Demerged Undertaking, have not been transferred to or obtained by the Resulting Company, during the period between the Effective Date and the date of obtaining all such approvals, the Resulting Company shall be permitted to continue to carry on the business and the activities in relation to the Demerged Undertaking to the full extent as carried on by the Demerged Company prior to the Effective Date.
- 4.9. All the statutory and other licenses, registrations, permissions, approvals, consents, NOC, issued to, or executed in favour of the Demerged Company and pertaining to the Demerged Undertaking of the Demerged Company shall, upon coming into effect of the Scheme, be vested in, or transferred to the Resulting Company without any further act or deed, and shall appropriately be transferred, issued afresh, or mutated by the relevant statutory authorities or other authorities concerned, in favour of the Resulting Company. Consequently, all the benefits under all relevant statutory and regulatory permissions, including but not limited to licenses, environmental clearance, approvals and consents, goods and services tax registrations and other registrations, licenses and consents shall vest and become available to the Resulting Company, pursuant to this Scheme.
- 4.10. All rights and licenses relating to Trademarks, know-how, technical know-how, trade names, description trading style, franchise, labels, label designs, color schemes, utility models, holograms, bar codes, designs, patents, copyrights, privileges and rights, title or interest in intellectual property rights, tenancies, powers, facilities of every kind and description of whatsoever nature pertaining to, or in connection with the Demerged Undertaking of the Demerged Company to which the Demerged Company is a party to or in benefit of which the Demerged Company may be entitled/eligible and which are subsisting or to have effect on the Effective Date, shall be in full force and effect on, or against, or in favour of, the Resulting Company as the case may be, enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company has been party or beneficiary or obliged thereto.
- 4.11. The transfer and vesting of the Demerged Undertaking as aforesaid shall be subject to the existing securities, charges and mortgages, if any, over or in respect of any of the properties and assets or any party thereof of the Demerged Undertaking.
- 4.12. All existing and future incentives, unavailed credits and exemptions, other statutory benefits including in respect of income tax, excise (including modvat / cenvat), customs, VAT, sales tax service tax, GST etc., to which Demerged Undertaking is entitled to in terms of the various statutes/ schemes / policies etc., of Union and State Governments shall be available to and vest in the Resulting Company upon this Scheme becoming effective.
- 4.13. All taxes, duties, cess payable by the Demerged Undertaking including, tax deducted at source, tax liabilities, refunds, credit, claims relating thereto shall for all purposes be treated as, tax deducted at source, tax liabilities or refunds/credit/claims, as the case may be, of the Resulting Company
- 4.14. Obligation for deduction of tax at source on any payment made by or to be made by Demerged Undertaking under the Income Tax Act, 1961, service tax laws, customs law, excise law, central sales tax, state value added tax, GST or other applicable laws / regulations dealing with taxes / duties / levies shall be made or deemed to have been made and duly compiled with by the Resulting Company if not done by Demerged Company.

- 4.15. Upon the Scheme becoming operative and on and from the Appointed Date, in case any certificate for tax deducted at source or any other tax credit certificate relating to the Demerged Undertaking pertaining to the period after Appointed Date is received in the name of the Demerged Company, it shall be deemed to have been received by the Resulting Company who alone shall be entitled to claim credit for such tax deducted or paid.
- 4.16. Without prejudice to the generality of the above, all benefits, incentives, losses, accumulated losses, credits (including, without limitation income tax, service tax, applicable state value added tax GST etc.) to which the Demerged Undertaking is entitled to in terms of applicable laws shall be available to and vest in the Resulting Company on and after the Appointed Date. On or after this Scheme becoming effective both the Demerged Company and the Resulting Company are expressly permitted to revise (as may be required), its financial statements and returns along with prescribed forms, filings and annexure under the Income Tax Act, 1961 (including for the purpose of re-computing minimum alternative tax and claiming other tax benefits), service tax law, VAT law, GST and other laws and to claim refunds and / or credits for taxes paid (including tax on book profits), and to claim tax benefits etc., and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 4.17. From the Effective Date, all tax proceedings related to the business of the Demerged Undertaking instituted prior to or after the Appointed Date, shall be continued and enforced by or against the Resulting Company.
- 4.18. Further, tax proceedings shall not abate, neither be discontinued nor be in any way prejudicially affected by reason of the Demerger of the Demerged Undertaking into the Transferee Company or anything contained in the Scheme.
- 4.19. Any tax liabilities under the Income Tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956, Service Tax laws, applicable State Value Added Tax laws, GST Laws or other applicable laws/ regulations dealing with taxes, duties, levies allocable or related to the business of the Demerged Undertaking, 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 transferred to or stand transferred to the Resulting Company. Any surplus in the provision for taxation / duties/ levies account including tax deducted at source as on the date immediately preceding the Appointed Date will also be transferred to the account of the Resulting Company.
- 4.20. Any refund under the Income Tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956, Service Tax laws, applicable State Value Added Tax laws, GST laws or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the business of the Demerged Undertaking due to the assessment made in respect of the Demerged Company 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 Resulting Company.
- 4.21. All taxes including income-tax, minimum alternate tax, sales tax, excise duty, custom duty, service tax, value added tax GST etc., paid or payable by the Demerged Company in relation to the Demerged Undertaking in respect of the operations and / or the profits of the business before the Appointed Date, shall be on account of the Demerged Company and, in so far as it relates to the tax payment (including, without limitation, income tax, minimum alternate tax, sales tax, GST excise duty, custom duty, service tax, value added tax etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by the Demerged Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly.
- 4.22. All the intangible assets (including but not limited to Goodwill) belonging to but not recorded in the books of account of the Demerged Company and all intangible assets (including but not limited to Goodwill) arising or recorded in the process of Demerger in the books of accounts of Resulting Company shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 32(1) of the Income Tax Act, 1961 and Resulting Company shall be eligible for depreciation thereon at the prescribed rates.

- 4.23. Without prejudice to the generality of the above, all benefits, incentives, losses, accumulated losses, credits (including, without limitation income tax, service tax, applicable state value added tax, GST etc.) to which the Demerged Undertaking is entitled to in terms of applicable laws, shall be available to and vest in Resulting Company on and after the Appointed Date.
- 4.24. It is hereby clarified that the Pune Undertaking which is comprised in and is an integral part of the Demerged Undertaking, on the Effective Date the transfer and vesting of the Pune Undertaking shall be after taking into consideration the effect of Sold Units (which will include the proportionate interest in the land also apart from the building/part thereof) read with the obligation to transfer title as more particularly mentioned in Clause 1.8 xi above.

#### 5. STAFF, WORKMEN AND EMPLOYEES

- 5.1. Upon the Scheme coming into effect, all staff, employees and workers of the Demerged Undertaking in service (including but not limited to permanent, temporary or contractual) immediately preceding the Effective Date shall be deemed to have become staff, employees and workers of the Resulting Company with effect from the Appointed Date, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favorable than those applicable to them in the Demerged Undertaking immediately preceding the transfer.
- 5.2. The equitable interest in accounts/funds of the staff, employees and workers, if any, whose services are vested with the Resulting Company, relating to superannuation, provident fund and gratuity fund, and such other similar benefits, shall be identified, determined and vested with the respective trusts/funds of the Resulting Company and such staff, employees and workers shall be deemed to have become members of such trusts/funds of the Resulting Company. Until such time, the Demerged Company may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the staff, employees and workers of the Demerged Company to the relevant funds of the Demerged Company.
- 5.3. The Resulting Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Demerged Undertaking to which Demerged Company is a party in order to give formal effect to the provisions of the Scheme. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Demerged Company.

#### 6. LEGAL PROCEEDINGS

- 6.1. If any suit, appeal or other legal proceedings of whatsoever nature by or against the Demerged Company which relates to the Demerged Undertaking is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the Demerger and by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Resulting 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 Demerged Company which relates to the Demerged Undertaking as if this Scheme had not been made. In the event that the legal proceedings referred to herein require the Demerged Company and the Resulting Company to be jointly treated as parties thereto, the Resulting Company shall be added as party to such proceedings and shall prosecute and defend such proceedings in co-operation with the Demerged Company.
- 6.2. The Resulting Company undertakes to have all legal or other proceedings initiated by or against the Demerged Company which relates to the Demerged Undertaking referred to above transferred into its name and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company.
- 6.3. After the Effective Date, the Resulting Company shall and may, if required, initiate any legal proceedings in relation to Demerged Undertaking. It may be clarified that no suit, appeal or other legal proceedings which are pending by or against the Retained Business be transferred to the Demerged Undertaking.

#### 7. CONSIDERATION

- 7.1. Upon the Scheme becoming effective and in consideration of the demerger, transfer and vesting of the Demerged Undertaking by the Demerged Company, the Resulting Company shall, without any further act or deed, and without any further payment, issue and allot, on a proportionate basis, to the equity shareholders of the Demerged Company whose names are recorded on the register of the members on the Record Date, 2 equity shares of Rs. 10/- each at par in the Resulting Company, credited as fully paid-up for every 8,375 equity shares of Rs. 100/- each held by them in the Demerged Company.
- 7.2. The equity shares to be issued and allotted by the Resulting Company in terms of this Part of the Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Resulting Company and shall inter-se rank *pari passu* in all respects.
- 7.3. It is hereby further clarified that any fractional entitlement to which the shareholders of the Demerged Company may be entitled on issue and allotment of the shares of the Resulting Company as provided under clause 7 above, shall be rounded up to the nearest whole equity share which shall thereafter be issued to the relevant entitled shareholder of the Demerged Company.
- 7.4. The shares shall be issued to the relevant members of the Demerged Company in its dematerialized form by the Resulting Company.

#### 8. ACCOUNTING TREATMENT

# 8.1. In the books of the Demerged Company

#### Upon the Scheme becoming effective:

Upon this scheme becoming effective, IMIPL shall account for the Demerger in its books of account in accordance with the method of accounting as prescribed in the applicable Accounting Standards notified under section 133 of the Act, and other relevant provisions of the Act read with the rules made there under and other Generally Accepted Accounting Principles in India.

# 8.2. In the books of the Resulting Company

# Upon the Scheme becoming effective

Upon this scheme becoming effective, CPPL shall account for the Demerger in its books of account in accordance with the method of accounting as prescribed in the applicable Accounting Standards notified under section 133 of the Act, and other relevant provisions of the Act read with the rules made there under and other Generally Accepted Accounting Principles in India.

### 9. CONDUCT OF BUSINESS

#### 9.1. IMPIL in relation to the Demerged Undertaking as Trustee

With effect from the Appointed Date and up to and including the Effective Date, IMIPL in relation to the Demerged Undertaking shall carry on and shall be deemed to have carried on all their business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Demerged Undertaking on account of and for the benefit of and in trust for CPPL, considering CPPL is taking over the business as a going concern. IMIPL in relation to the Demerged Undertaking shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall neither undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for themselves or on behalf of any third parties, sell, transfer, alienate, charge, mortgage or encumber or deal with the assets in relation to the Demerged Undertaking or any part thereof save and except in the ordinary course of

business as carried on by them as on the date of filing of this Scheme with the NCLT or if written consent of CPPL has been obtained.

#### 9.2. Profit or Losses up to Effective Date

With effect from the Appointed Date and upto and including the Effective Date, all profits or incomes accruing or arising to IMIPL in relation to the Demerged Undertaking or all expenditure or losses incurred or arising, as the case may be, by IMIPL in relation to the Demerged Undertaking shall, for all purposes, be treated and deemed to be and accrue as the profits or incomes or expenditures or losses, as the case may be, of CPPL.

#### 9.3. Taxes

All taxes paid or payable by IMIPL in relation to the Demerged Undertaking in respect of the operations and / or profits of the business before the Appointed Date shall be on account of IMIPL in relation to the Demerged Undertaking and in so far as it relates to the tax payment by IMIPL in relation to the Demerged Undertaking in respect of the profits or activities or operation of the business after the Appointed Date including the time from the Appointed Date till the Effective Date, the same shall be deemed to be the corresponding item paid by CPPL and shall in all proceedings be dealt with accordingly.

Any refund under Income Tax Act, 1961 or other applicable laws or regulations dealing with taxes allocable or related to the business of IMIPL in relation to the Demerged Undertaking and due to IMIPL in relation to the Demerged Undertaking consequent to the assessment made on IMIPL in relation to the Demerged Undertaking from the Appointed Date shall also belong to and be received by CPPL.

All taxes benefits of any nature, duties, cess or any other like payments or deductions available to IMIPL in relation to the Demerged Undertaking under any Tax Law up to the Effective Date shall be deemed to have been on account of or paid by CPPL and the relevant authorities shall be bound to transfer to the account of and give credit for the same to CPPL upon the passing of the order by the NCLT.

#### 10. CONTRACTS, DEEDS, AGREEMENTS, ETC

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature including but not limited to agreement for sale, conveyance deed, agreement with respect of the individual units entered into by the Demerged Company with third parties for purchase of land parcels comprised in the Pune Undertaking and relating to the Demerged Undertaking and to which the Demerged Company is a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favor of the Resulting Company as fully and effectually as if, instead of the Demerged Company, the Resulting Company has been a party thereto. The Resulting Company shall be entitled to enter into any tripartite arrangements, confirmations, or novation to which the Demerged Company will, if necessary, or if required, by the Resulting Company, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary.

The Resulting Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Demerged Company and to implement or carry out all formalities required on the part of the Demerged Company to give effect to the provisions of this Scheme.

# 11. INTER-SE TRANSACTIONS

- 11.1. With effect from the Appointed Date, all advances/receivables payable or receivable by either Party shall stand appropriately adjusted and treated accordingly in the books of accounts of either party and neither party shall have any claim against the other party in relation to the aforesaid arrangements. It is hereby clarified that any benefit and/or right under the inter-se agreements which presently vests with the Demerged Undertaking will from the Effective Date stand transferred to and vested in the Transferee Company.
- 11.2. For the avoidance of doubt, Agreement for sale dated dated 20<sup>th</sup> October, 2014 in respect of land area admeasuring 9039.72 square metres ("**AFS**") entered into between the Transferor Company and Transferee Company has been cancelled vide cancellation dated 8<sup>th</sup> December

2020 and has been registered under Sr. No. 19139 of 2020 and the said AFS shall not form part of the Demerged Undertaking.

#### 12. RETAINED BUSINESS

- 12.1. The Retained Business, and all its assets, liabilities and obligations pertaining thereto shall continue to belong to, be vested in and be managed by the Demerged Company. All legal or other proceedings by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted prior to the Effective Date and relating to the Retained Business (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Retained Business) shall continue and be enforced by or against the Demerged Company. The Resulting Company shall in no event be responsible or liable in relation to any such legal or other proceeding against the Demerged Company in respect of the Retained Business.
- 12.2. The Demerged Company shall continue to carry on the Retained Business. All the assets and liabilities, (other than those transferred to the Resulting Company under this Scheme) shall continue to belong to and be vested in the Demerged Company.
- 12.3. The scope of the Retained Business as set out hereinabove and in clause 1.14 of the present Scheme is inclusive, and not exhaustive in nature.

#### **PART III**

#### **GENERAL TERMS AND CONDITIONS**

#### 13. CONDITIONALITY OF THE SCHEME

- 13.1. This Scheme is conditional upon, and subject to the following:
- 13.2. The approval of the requisite majority of the members and creditors of the Demerged Company and Resulting Company, as directed by the Hon'ble National Company Law Tribunal under sections 230 to 232 of the Companies Act, or of such other authority having jurisdiction in this regard.
- 13.3. The Hon'ble National Company Law Tribunal sanctioning this Scheme and certified copies of the orders of the Hon'ble National Company Law Tribunal sanctioning the Scheme being filed with the Registrar of Companies at Mumbai, Maharashtra, by the Demerged Company and the Resulting Company.

# 14. APPLICATION TO THE NATIONAL COMPANY LAW TRIBUNAL

The Demerged Company and the Resulting Company shall, with all reasonable expediency, make applications, petitions, etc. under sections 230 to 232 of the Act and other applicable provisions of the Act, to the Hon'ble National Company Law Tribunal, Mumbai, for seeking approval of this Scheme.

#### 15. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Demerged Company and the Resulting Company, by their respective Board of Directors may jointly and unanimously in writing, assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Board of Directors. The Demerged Company or the Resulting Company, by their respective Board of Directors, only after getting the necessary approval from the Hon'ble National Company Law Tribunal, be and are hereby authorized to take all steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of the Tribunal or of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith, and the joint decision of the Board of Directors of the Demerged Company and the Resulting Company in this regard shall be final and conclusive.

#### 16. EFFECTIVE DATE OF THE SCHEME

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date.

#### 17. BINDING EFFECT

Upon the Scheme becoming effective, the same shall be binding on IMIPL and CPPL and all concerned parties without any further act, deed, matter or thing.

#### 18. GIVING EFFECT TO THE SCHEME

For the purpose of giving effect to the Scheme, the Board of Directors of IMIPL and CPPL, is authorized to give such directions as may be necessary or desirable and to settle as they may deem fit, any question, doubt or difficulty that may arise in connection with or in the working of the Scheme and to do all acts, deeds and things necessary for carrying into effect the Scheme.

#### 19. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to above not being obtained and/or the Scheme not being sanctioned by the Hon'ble National Company Law Tribunal or such other competent authority, for any reason, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as contemplated

hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as in specifically provided in the Scheme or as may otherwise arise in law.

#### 20. POWER TO WITHDRAW THE SCHEME AT ANY TIME

In the event any material and significant condition or amendment or modification is imposed by the Hon'ble National Company Law Tribunal or any other competent authority, or if the Board of Directors of the Demerged Company and the Resulting Company decide unanimously in writing, they shall be entitled and at liberty to withdraw the Scheme unconditionally.

# 21. COSTS, CHARGES AND EXPENSE

All costs, charges, taxes (including but not limited to duties (including stamp duty), levies, registration fees and all other expenses if any) arising out of or in connection to carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Resulting Company.

\*\*\*\*\*\*\*

# SCHEDULE I

<u>Sr.</u> <u>No.</u>	Particulars of Trademark	Type: Name / Label / Logo / Device	Application /Registration No.	Class	<u>Certificate</u> <u>No.</u>	Application Date	Valid / Renewed Upto
1.	VISTAS CENTREPOINT (LOGO)	Device	3819222	37	Certificate No. 2017767 Dated: 02/11/2018	28.04.2018	28.04.2028
2.	Raheja Reserve (Black)	Device	4286340	16	Certificate No. 2422841 Dated: 15/03/2020	06.09.2019	06.09.2029
3.	Raheja Reserve (Black)	Device	4286341	35	Certificate No. 2410163 Dated: 01/03/2020	06.09.2019	06.09.2029
4.	Raheja Reserve (Black)	Device	4286343	37	Certificate No. 2496028 Dated: 12/09/2020	06.09.2019	06.09.2029
5.	Raheja Reserve (Color)	Device	4286344	9	Certificate No. 2521339 Dated: 25/09/2020	06.09.2019	06.09.2029
6.	Raheja Reserve (Color)	Device	4286346	16	Certificate No. 2403086 Dated: 21/02/2020	06.09.2019	06.09.2029
7.	Raheja Reserve (Color)	Device	4286347	16	Certificate No. 2426703 Dated: 20/03/2020	06.09.2019	06.09.2029
8.	Raheja Reserve (Color)	Device	4286348	35	Certificate No. 2414088 Dated: 07/03/2020	06.09.2019	06.09.2029
9.	Raheja Reserve (Color)	Device	4286350	36	Certificate No. 2414110 Dated: 07/03/2020	06.09.2019	06.09.2029
10.	Raheja Reserve (White)	Device	4286351	36	Certificate No. 2408630 Dated: 28/02/2020	06.09.2019	06.09.2029
11.	Raheja Reserve (White)	Device	4286353	37	Certificate No. 2408631 Dated: 28/02/2020	06.09.2019	06.09.2029
12.	Raheja Reserve (Black)	Device	4286339	9	Objected and awaiting Show Cause Hearing	06.09.2019	

						in respect of		
						Examination		
						Report		
13.	Raheja	Reserve	Device	4286342	36	Objected and	06.09.2019	
	(Black)					awaiting Show		
						Cause Hearing		
						in respect of		
						Examination		
						Report		
14.	Raheja	Reserve	Device	4286345	9	Objected and	06.09.2019	
	(White)					awaiting Show		
						Cause Hearing		
						in respect of		
						Examination		
						Report		
15.	Raheja	Reserve	Device	4286349	35	Published in	06.09.2019	
	(White)					Journal No.:		
						1924-0		
						Dated:		
						21/10/2019		
						Opposed by		
						Raheja Texfab		
						Pvt. Ltd.		
16.	Raheja	Reserve	Device	4286352	37	Objected and	06.09.2019	
	(Color)					awaiting Show		
						Cause Hearing		
						in respect of		
						Examination		
						Report		