



RDB REALTY & INFRASTRUCTURE LIMITED

BIKANER BUILDING, 8/1, LAL BAZAR STREET, 1ST FLOOR, KOLKATA - 700 001 • CIN No. : L16003WB2006PLC110039
PHONE : +91 33 4450 0500 • E-MAIL : secretarial@rdbindia.com • Web : www.rdbindia.com

Date: 20th July, 2024

To,
Department of Corporate Services
BSE Limited
P.J.Towers, Dalal Street
Mumbai- 400 001

To,
The Secretary,
The Calcutta Stock Exchange Limited
7, Lyons Range
Kolkata- 700 001

**RE: CERTIFIED COPY OF ORDER SANCTIONING AND CONFIRMING THE SCHEME OF
ARRANGEMENT BETWEEN RDB REALTY & INFRASTRUCTURE LIMITED AND RDB
REAL ESTATE CONSTRUCTIONS LIMITED BY THE NCLT, KOLKATA BENCH**

Dear Sir/Madam,

We hereby inform you that the National Company Law Tribunal, Kolkata Bench on 21st May, 2024 has pronounced its final order sanctioning and confirming the Scheme of Arrangement between **RDB Realty & Infrastructure Limited** and **RDB Real Estate Constructions Limited** in CP (CAA) No. 6/KB/2024 connected with CA(CAA) No. 193/KB/2023.

The certified copy of the said order has been received on 19th July, 2024 and the same is enclosed herewith.

This is for your information and record.

Thanking You.

Yours faithfully,

For RDB Realty & Infrastructure Limited
RDB Realty & Infrastructure Limited

Priyarup Mukherjee

Company Secretary

Priyarup Mukherjee
Company Secretary & Compliance Officer

Form No. CAA.7

[Pursuant to Section 230 and rule 20]

IN THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH

C.P. (CAA)/6/KB/2024

Connected With

C.A. (CAA)/193(KB)2023

*A petition under section 230 read with section 232 of the Companies Act,
2013, read with the Companies (Compromises, Arrangements and
Amalgamations) Rules, 2016, and other applicable provisions of law.*

In the matter of:

A Scheme of Arrangement (Second Motion):

RDB REALTY & INFRASTRUCTURE LIMITED, a company incorporated
under the provisions of the Companies Act, 1956 (CIN:
L16003WB2006PLC110039) and having its Registered Office at BIKANER
BUILDING 8/1, LAL BAZAR STREET 1ST FLOOR ROOM NO-10
KOLKATA-700001 in the State of West Bengal.

.....DEMERGED COMPANY / PETITIONER NO 1

-And-

In the Matter of:

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RDB REAL ESTATE CONSTRUCTIONS LIMITED, a company incorporated under the provisions of the Companies Act, 2013 (CIN: U70200WB2018PLC227169) and having its Registered Office at BIKANER BULIDING, 8/1 LAL BAZAR STREET, 1ST FLOOR, ROOM NO.11 KOLKATA- 700001 in the State of West Bengal.

.....RESULTING COMPANY / PETITIONER NO 2

-And-

In the matter of:

1. RDB REALTY & INFRASTRUCTURE LIMITED
2. RDB REAL ESTATE CONSTRUCTIONS LIMITED

.....PETITIONERS.

Order Under Section 230 to 232

1. The above Company Petition coming on for further hearing on the 08th day of May 2024 and upon hearing the advocate appearing for the Petitioners and upon hearing Regional Director, Eastern Region representing the Central Government the final order was passed on 21st day of May 2024.
2. The instant Company Petition has been filed in the second stage of the proceedings under Section 230(6) read with Section 232(3) of the Companies Act, 2013 ("Act") for sanction and confirmation of the Scheme of Arrangement for demerger of **Realty Business Undertaking** of RDB Realty & Infrastructure Limited- Demerged Company / Petitioner No 1 by transfer and vesting of the same in RDB Real Estate Constructions

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Limited- Resulting Company / Petitioner No 2 from the **Appointed Date 01st October, 2022** as defined in the Scheme, in the manner and on the terms and conditions stated in the said **Scheme of Arrangement** ("Scheme"). A copy of the said Scheme is annexed to the Company Petition marked – **Annexure – Ain VOL I** at Page No 36 to 58.

3. It is submitted by Ld. counsel appearing for the Petitioner(s) that the **Appointed Date** as per the Scheme is **01st October, 2022**.
4. It is submitted by the Ld. Counsel appearing for the Petitioner(s) that **none** of the Petitioner Companies involved in the Scheme are **NBFC Companies**.
5. It is submitted by the Ld. Counsel appearing for the Petitioner(s) that the Demerged Company / Petitioner No 1 is a **Listed Company** and the BSE Ltd (formerly Bombay Stock Exchange Limited) vide letter No DCS / AMAL / TL / R37 / 2858 / 2023-24 / dated 02-08-2023 have offered their comments on the proposed Scheme of Arrangement. Similarly, The Calcutta Stock Exchange Limited vide their letter No CSE / LD / 15869 / 2023 dated 03-08-2023 have offered their comments on the proposed Scheme of Arrangement. Copy of the said letters are all collectively annexed to the Company Petition marked – **Annexure F** in VOL II at page No 215 to 220.
6. It is submitted by Ld. counsel appearing for the Petitioner(s) that the Board of Directors of the Petitioner Companies have at their respective meeting held on 17TH December, 2022 have passed resolution adopting the proposed Scheme of Arrangement. A copy of the Resolution passed by the Board of

COMPARED



Directors of the Petitioner Companies are all collectively annexed to the Company Petition marked – **Annexure – G** in VOL II at Page No 221 to 230.

7. It is submitted by Ld. counsel appearing for the Petitioner(s) that copy of the order dated 31ST October, 2023 passed by this Tribunal in Company Application CA(CAA) No 193/KB/2023 is annexed to the Company Petition marked – **Annexure – H** in VOL II at Page No 231 to 239.
8. It is submitted by Ld. Counsel appearing for the Petitioner(s) that the list of Equity Share Holders of the Petitioner Companies as on 30-06-2023 duly certified by the statutory auditor of the Company are all collectively annexed to the Company Petition and marked– **Annexure – I** in VOL II at Page No 240 to 362.
9. It is submitted by Ld. Counsel appearing for the Petitioner(s) that the list of Secured Creditors and Unsecured Creditors of the Petitioner No 1 as on 30-06-2023 duly certified by the statutory auditor of the Company is annexed to the Company Petition and marked– **Annexure – J** in VOL II at Page No 363 to 365.
10. It is submitted by Ld. Counsel appearing for the Petitioner(s) that NIL Secured Creditors and NIL Unsecured Creditors of Petitioner No 2 as on 30-06-2023 duly certified by the statutory auditor of the Company is annexed to the Company Petition and marked– **Annexure – K** in VOL II at Page No 366.
11. It is submitted by Ld. counsel appearing for the Petitioner(s) that the Valuation Report dated 17-12-2022 recommending the Swap Ratio has been prepared by VIKASH GOEL, Director, OMNIFIN VALUATION

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SERVICES (OPC) PRIVATE LIMITED, IBBI Registered Valuer. A copy of the said Report is annexed to the Company Petition marked – **Annexure – L** in VOL III at Page No 367 to 382.

12. It is submitted by Ld. counsel appearing for the Petitioner(s) that pursuant to the directions contained in the observation made by the BSE in their letter No DCS / AMAL / TL / R37 / 2858 / 2023-24 / dated 02-08-2023 the Petitioner Companies have disclosed the details of all pending litigations. The list of Pending Litigations are all collectively annexed to the Company Petition and marked - – **Annexure – M** in VOL III at Page No 383 to 388.
13. It is submitted by Ld. counsel appearing for the Petitioner(s) that the statutory auditors of the Demerged Company / Petitioner No 1 have by their certificate dated 24-01-2023 and the statutory auditors of the Resulting Company / Petitioner No 2 have by their certificate dated 25-01-2023 have confirmed that the Accounting Treatment proposed in the Scheme is in conformity with the Accounting Standards as prescribed under Section 133 of the Companies Act, 2013 and Rules made there under. A copy of the said Certificate issued by Statutory Auditor of the Petitioner Companies are all collectively annexed to the Company Petition marked – **Annexure – N** in VOL III at Page No 389 to 394.
14. It is submitted by Ld. counsel appearing for the Petitioner(s) that the Petitioner(s) have the following classes of shareholders and creditors:-

PARTICULARS	AS ON 30 TH JUNE, 2023			
	EQUITY SHARE HOLDERS	PREFERENCE SHARE HOLDERS	SECURED CREDITORS	UNSECURED CREDITORS

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DEMERGED COMPANY / PETITIONER NO 1	4256**	NIL	4	1287**
RESULTING COMPANY / PETITIONER NO 2	7	NIL	NIL	NIL

**** Meeting Directed**

15. It is submitted by Ld. counsel appearing for the Petitioner(s) that the Petitioner(s) have the following classes of shareholders and creditors as on the *Cut Off Date* as mentioned in the order :-

PARTICULARS	EQUITY SHARE HOLDERS 15-11-2023	UNSECURED CREDITORS 30-09-2023
DEMERGED COMPANY / PETITIONER NO 1	4031**	667##
By Email	3,300	135
By Post	731	532

(**Annexure K Volume III at Page No 321 to 322 of Affidavit of Service . ## Annexure M Volume III at Page No 372 and Annexure K Volume III at Page No 322 of Affidavit of Service).

16. It is submitted by Ld. counsel appearing for the Petitioner(s) that by an order dated 31STOctober, 2023 in Company Application No. C.A (CAA) NO. 193/KB/2023 this Tribunal made the following directions with regard to meetings of shareholders and creditors under Section 230(1) of the Act:-

a. Meetings dispensed:

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Equity Shareholders

Meeting of Equity Shareholders of the Petitioner No 2 for considering the Scheme are dispensed with in view of shareholder representing 100% in value of shares of Petitioner No 2 having respectively given their consent to the Scheme by way of affidavits.

Secured Creditors

Meeting of Secured Creditors of the Petitioner No 1 for considering the Scheme are dispensed with in view of consent by 92.10% in value of Secured Creditors of Petitioner No 1 having respectively given their consent to the Scheme by way of affidavits.

b. No requirement of Meetings

Secured Creditors

No requirement of Meeting of Secured Creditors of Petitioner No 2 – NIL. Creditors duly verified by auditors certificate.

Unsecured Creditors

No requirement of Meeting of Unsecured Creditors of Petitioner No 2 – NIL. Creditors duly verified by auditors certificate.

c. Meetings to be held

Equity Shareholders

Meeting of Equity Shareholders of Petitioner No 1

Unsecured Creditors

Meeting of Unsecured Creditors of Petitioner No 1

17. It is submitted by L.d. counsel appearing for the Petitioner(s) that Minutes of the meeting of the Equity Shareholders of the Petitioner No 1 convened

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and held under the supervision of the Chairperson appointed by this Tribunal on 29TH December, 2023 is annexed to the Company Petition marked – **Annexure – Pin** VOL III at Page No 442 to 447.

18. It is submitted by Ld. counsel appearing for the Petitioner(s) that Minutes of the meeting of the Unsecured Creditors of the Petitioner No 1 convened and held under the supervision of the Chairperson appointed by this Tribunal on 29TH December, 2023 is annexed to the Company Petition marked – **Annexure – Q** in VOL III at Page No 448 to 452.

19. It is submitted by Ld. Counsel appearing for the Petitioner(s) that, the Petition has now come up for final hearing. Counsel for the Petitioners submits as follows:-

(a) The circumstances which justify and/or have necessitated the Scheme and the benefits of the same are, inter alia, as follows:-

a) The Demerged Undertaking and the Remaining Undertaking have their own set of strengths and dynamics in the form of nature of risks, competition, challenges, opportunities and business methods, leading to different growth potentials. Hence, segregation of the two undertakings would enable a focused management to explore the potential business opportunities effectively and efficiently.

b) The demerger would result in achieving efficiency in operational processes by designing and implementing independent strategies specifically designed for the two businesses and in optimizing profitability. This would in turn enhance the shareholders' wealth.

COMPARED



- c) Targeting and attracting new investors with specific focus and expertise in the two businesses, thereby providing the necessary funding impetus to the long-term growth strategy of the two businesses.

20. Consequently, the Petitioner(s) presented the instant petition for sanction of the Scheme. By an order dated 06th February, 2024 the instant petition was admitted by this Tribunal and fixed for hearing on 07th March, 2024 upon issuance of notices to the Statutory / Sectoral Authorities and advertisement of date of hearing. In compliance with the said order dated 06th February, 2024 the Petitioner(s) have duly served such notices on the Regulatory Authorities viz

NAME OF THE REGULATORY AUTHORITY	DATE OF SERVICE	AFFIDAVIT OF SERVICE	
		ANNEXURE NO	PAGE NO
THROUGH SPEED POST			
Principal Commissioner of Income Tax - 1	15-02-2024	C	18
Income Tax Officer –Ward – 1 (2)	15-02-2024	C	19
Income Tax Officer – Central Circle- 1 (2)	15-02-2024	C	20
Upon GST Authorities ,	27-02-2024	G	34
THROUGH SPECIAL MESSENGER (BY HAND DELIVERY)			
Principal Commissioner of Income Tax - 1	20-02-2024	C	17

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Regional Director , Eastern Region , Ministry of Company Affairs	13-02-2024	D	27
Upon Registrar Of Companies, West Bengal	13-02-2024	E	30
Upon Calcutta Stock Exchange Limited	13-02-2024	F	33
Upon Official Liquidator , High Court Calcutta	13-02-2024	H	35
BY ELECTRONIC MAIL			
Principal Commissioner of Income Tax - 1	16-02-2024	C	21 to 22
Income Tax Officer –Ward – 1 (2)	16-02-2024	C	23 to 24
Income Tax Officer – Central Circle- 1 (2)	16-02-2024	C	25 to 26
Regional Director , Eastern Region , Ministry of Company Affairs	16-02-2024	D	28 to 29
Upon Registrar Of Companies, West Bengal	16-02-2024	E	31 to 32
PAPPER PUBLICATION OF NOTICE CONVENING MEETING			
Financial Express – In English	17-02-2024	B	13 to 14
AAjkal – In Bengali Translation thereof	18-02-2024	B	15 to 16

An affidavit duly affirmed on 01st March, 2024 has also been filed with the Registry.

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21. All statutory formalities requisite for obtaining sanction of the Scheme have been duly complied with by the Petitioners. The Scheme has been made bona fide and is in the interest of all concerned.
22. Pursuant to the said advertisements and notices the Regional Director, Ministry of Corporate Affairs, Kolkata ("RD"), Official Liquidator, High Court have filed their representations before this Tribunal.
23. The Official Liquidator has filed his report dated 06-03-2023 and concluded as under:-

Para 2

This office has to report that the Scheme annexed to the Company Petition is a Scheme of Arrangement where the Demerged Company as well as the Resulting Company would continue to exist. Hence this office has nothing to report to the Hon'ble Tribunal.

24. The RD has filed his reply affidavit dated 06-03-,2024 ("RD affidavit") which has been dealt with by the Petitioner(s) by their Rejoinder affidavit dated 06th March,2024 ("Rejoinder").The observations of the RD and responses of the Petitioner(s) are summarized as under:-

Paragraph 2 (a) of RD Affidavit

That it is submitted that on examination of report of Registrar of Companies, West Bengal, it appears that no complaint and/or representation has been received against the proposed Scheme of Arrangement. Further, both the applicant companies are up-dated in filing their Financial Statements and Annual Returns for the financial year 31/03/2023.

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Paragraph 2 (a) of the Rejoinder

The Deponent has to say that no adverse comments made by the Registrar of Companies, West Bengal in his report to the Regional Director. Further the Registrar of Companies, West Bengal has not received any Complaint and / or representation from any person on the proposed Scheme. Hence no reply is made for the same.

Paragraph 2 (b) of RD Affidavit

That it is submitted that Demerged Company namely RDB REALTY & INFRASTRUCTURE LIMITED is listed on the Bombay Stock Exchange Limited (BSE) and the Calcutta Stock Exchange Limited (CSE). The BSE vide its letter No. DCS/AMAL/TL/R37/2858/2023-24 dated 02.08.2023 issued its 'No adverse observations' to the proposed Scheme of Amalgamation. Further, in the said letter, it is stated that the validity of this Observation letter shall be six months from the date of this letter, within which the Scheme shall be submitted to the NCLT. Similarly, the CSE has also vide its letter No. CSE/LD/15869/2023 dated 03.08.2023 issued its 'No Observation Letter' and the validity of the said letter is six months from the date of that letter, within which the Scheme shall be submitted to the NCLT. However, the Exchanges reserves its rights to withdraw its 'No Adverse Observation' at any stage if the information submitted to the Exchange is found to be incomplete/incorrect/ misleading/false or for any contravention of Rules, Bye-laws and Regulation of the Exchange, Listing Regulation, Guidelines/Regulations issued by Statutory Authorities. (Copies of such letters collectively marked as Annexure- I are enclosed herewith for perusal and ready reference).

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Paragraph 2 (b) of the Rejoinder

The Deponent has to say that the averments made by the Regional Director are all matter of records , hence no reply is made in this regard .

Paragraph 2 (c) of RD Affidavit

It is further submitted that the Petitioners to undertake with appropriate affirmation that after the effectiveness of the Scheme, the share capital of the Resulting company i.e RDB Real Estate Constructions Limited, consisting of fully paid up new equity shares of the Resulting Company issued to the Shareholders of the Demerged Company (RDB Realty & Infrastructure Limited) as consideration in terms of the proposed Scheme shall be listed on the BSE Limited and the Calcutta Stock Exchange Limited in accordance with the provision of SEBI Master Circular/guidelines as amended from time to time.

Paragraph 2 (c) of the Rejoinder

The Deponent duly authorised hereby confirms that the shares that will be allotted by the Resulting company i.e RDB Real Estate Constructions Limited, will be listed on BSE and CSE were the shares of the Demerged Company are listed . The letter issued by the BSE and CSE also mentions the same. Further Paragraph 16.8 (Page No 53, Vol. I of Company Petition) to the Scheme explicitly deals with the listing of shares that will be allotted by the Resulting Company.

Paragraph 2 (d) of RD Affidavit

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The Petitioner Companies should be directed to provide list / details of Assets, if any, to be demerged / transferred from the Demerged Company to the Resulting Company upon sanctioning of the proposed Scheme.

Paragraph 2 (d) of the Rejoinder

The Deponent duly authorised hereby confirms that the Petitioner Resulting Company undertakes to file list / details of assets that will be demerged by the Demerged Company upon sanction and confirmation of the Scheme by the Hon'ble Tribunal.

Paragraph 2 (e) of RD Affidavit

That the Petitioner company should undertake to comply with the provisions of section 232(3)(i) of the Companies Act,2013 through appropriate affirmation.

Paragraph 2 (e) of the Rejoinder

The Deponent duly authorised hereby submits that the Scheme submitted for sanctioning and confirmation is a Scheme of Arrangement and hence there will be no amalgamation of Authorised Share Capital. Accordingly, the provisions of section 232(3)(i) of the Companies Act,2013 will not apply to it.

Paragraph 2 (f) of RD Affidavit

That the Resulting Company should be directed to pay applicable stamp duty on the demerge / transfer of the immovable properties from the Demerged Company to the Resulting Company .

Paragraph 2 (f) of the Rejoinder

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The Deponent duly authorised hereby submits that the Resulting Company undertakes that it shall pay applicable stamp duty on the transfer of the immovable properties by the Demerged Company to it.

Paragraph 2 (g) of RD Affidavit

The Hon'ble Tribunal may kindly direct the Petitioners to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy or no change is made.

Paragraph 2 (g) of the Rejoinder

The Deponent duly authorised by the Petitioner Companies hereby affirms that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy or no change is made.

Paragraph 2 (h) of RD Affidavit

It is submitted that as per instructions of the Ministry of Corporate Affairs, New Delhi, a copy of the scheme was forwarded to the Income Tax Department on 20/12/2023 for their views/observations in the matter. However no such views/observations in the matter from the Income Tax Department has been received yet. Hon'ble Tribunal may peruse the same and issue order as deemed fit and proper.

Paragraph 2 (h) of the Rejoinder

The Income Tax authorities have not made any observations on notice served by the office of the Regional Director.

Further the Petitioner Companies have also complied with the directions contained in the order passed by the Hon'ble Tribunal and

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have effected service upon the Income Tax Department. However the said department have not made/ filed observation pursuant to the said notices filed by the Petitioner Companies.

25. Heard submissions made by the Ld. Counsel appearing for the Petitioner, submissions made by the RD. Mr. Alok Tandon JD(ER) appearing for the RD(ER) submits that the office of RD does not have any objection if the scheme is sanctioned. This statement was taken on record on the date of hearing. Upon perusing the records and documents in the instant proceedings and considering the submissions, we allow the petition and make the following orders:-

THIS TRIBUNAL DOTH ORDER

- a. The **Scheme of Arrangement** mentioned in this Petition being **Annexure "A"** hereto be sanctioned by this Tribunal to be binding with effect from 1st day of October, 2022 on **DEMERGED COMPANY** and **RESULTING COMPANY** and their respective shareholders;

TRANSFER OF ASSETS

- b. All the properties, rights and interest of the **REALTY BUSINESS UNDERTAKING** of the **DEMERGED COMPANY** be transferred to and vested in without further act or deed in **RESULTING COMPANY** and accordingly the same shall pursuant to Section 232 of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 be transferred to and vested in **RESULTING COMPANY** for all the estate and interest of

COMPARED



DEMERGED COMPANY but subject nevertheless to all charges, now affecting the same;

TRANSFER OF ASSETS

- c. All the liabilities and duties in relation to **REALTY BUSINESS UNDERTAKING** of the **DEMERGED COMPANY** be transferred to without any further act or deed to **RESULTING COMPANY** and accordingly the same shall pursuant to Section 232 of the Companies Act, 2013 and read with Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 be transferred to and become the liabilities and duties of **RESULTING COMPANY**;

TRANSFER OF LEGAL PROCEEDINGS

- d. That all the proceedings and/or suit appeals now pending by or against or in relation to **REALTY BUSINESS UNDERTAKING** of the **DEMERGED COMPANY** shall be transferred to and continued by or against the **RESULTING COMPANY**;

ALLOTMENT OF SHARES

- e. The **RESULTING COMPANY** do issue and allot shares to the shareholders of the **DEMERGED COMPANY** as envisaged in the Scheme of Arrangement and for that, if necessary, to increase the authorized share capital;

FILING SCHEDULE OF ASSETS

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- f. The schedule of assets in respect of the **REALTY BUSINESS UNDERTAKING** of the **DEMERGED COMPANY** transferred to and vested in the **RESULTING COMPANY** shall be filed jointly by the **RESULTING COMPANY** and **DEMERGED COMPANY** within a period of 60 days from the date of the order to be made herein ;

FILING OF CERTIFIED COPY

- g. The **RESULTING COMPANY** and the **DEMERGED COMPANY** shall within 30 days after the date of obtaining the Certified Copy of the order to be made herein cause certified copies of this order to be delivered to the Registrar of Companies, West Bengal for registration respectively;
- h. Any person interested be at liberty to apply to this Tribunal in the above matter for any direction that may be necessary;
26. The Petitioner(s) shall supply legible print out of the scheme and schedule of assets and liabilities in acceptable form to the department and the department will append such printout, upon verification to the certified copy of the order.
27. The Company Petition **C.P (CAA)/6(KB)2024** connected with Company Application **C.A(CAA)/193(KB)2023** is disposed of accordingly.

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Witness:

Smt. Bidisha Banerjee, Hon'ble Member (Judicial) and Shri Balraj Joshi, Hon'ble Member (Technical), at Kolkata aforesaid the 21st day of May 2024.

Ms. Aisha Amin, Advocate on record for the petitioners.

Mr. Alok Tandon, J.D., C/o Regional Director, Eastern Region, Ministry of Corporate Affairs.

SCHEDULE OF ASSETS

First Part – Part-I

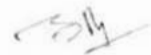
(As per annexure)

Second Part – Part-II

(As per annexure)

Third Part – Part-III

(As per annexure)



Court Officer

National Company Law Tribunal

Kolkata Bench

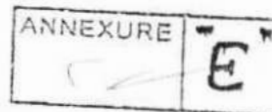
Dated: the 15th day of July, 2024.

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SCHEME OF ARRANGEMENT
UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013

BETWEEN

RDB REALTY & INFRASTRUCTURE LIMITED

(Demerged Company)

And

RDB REAL ESTATE CONSTRUCTIONS LIMITED

(Resulting Company)

And

Their respective Shareholders



PREAMBLE

A. This Scheme of Arrangement has been propounded for demerger and vesting of the 'Realty Business Undertaking' (as defined hereinafter) of RDB REALTY & INFRASTRUCTURE LIMITED ('Demerged Company'), as a going concern to RDB REAL ESTATE CONSTRUCTIONS LIMITED ('Resulting Company') pursuant to Sections 230 to 232 read with other applicable provisions, if any, of the Companies Act, 2013 and rules made thereunder, and also read with Section 2(19AA), Section 2(19AAA), Section 2(41A) and other applicable provisions of the Income-tax Act, 1961. Additionally, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

After the effectiveness of this Scheme, the share capital of the Resulting Company, consisting of fully paid up new equity shares of the Resulting Company issued to the shareholders of the Demerged Company as consideration in terms of Part B of the Scheme shall be listed on the BSE Limited ['BSE'] and the Calcutta Stock Exchange Limited ['CSE'], in accordance with the provisions of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665, dated 23rd November, 2021, as amended from time to time.

B. BACKGROUND OF COMPANIES

1. RDB REALTY & INFRASTRUCTURE LIMITED ('Demerged Company') is a public company limited by shares and listed on the BSE Limited ['BSE'] and the Calcutta Stock Exchange Limited ['CSE']. The Demerged Company was incorporated under the Companies Act, 1956 on 23rd June, 2006 in the state of West Bengal and having its registered office situated at Bikaner Building, 8/1, Lal bazar Street 1st Floor Room No-10 Kolkata-700001, West Bengal. The Corporate Identification Number (CIN) of the Demerged Company is L16003WB2006PLC110039. and the Permanent Account Number (PAN) of the Demerged Company is AACDR8845C. The Demerged Company

RDB REALTY & INFRASTRUCTURE LTD.

[Signature]

Director

RDB REAL ESTATE CONSTRUCTIONS LIMITED

[Signature]

DIRECTOR



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is engaged in Realty Business and Infrastructure Business.

2. RDB REAL ESTATE CONSTRUCTIONS LIMITED (Resulting Company) was incorporated under the Companies Act, 2013 on 27th July, 2018 in the state of West Bengal as a public company, limited by shares, having its registered office situated at Bikaner Building, 8/1, Lal bazar Street 1st Floor Room No-11 Kolkata-700001, West Bengal. The CIN of the Resulting Company is U70200WB2018PLC227169 and the PAN of the Resulting Company is AAHCB9364N. The Resulting Company was incorporated with the objective of Realty Business. The Resulting Company is a Wholly Owned Subsidiary of The Demerged Company.

C. RATIONALE FOR THIS SCHEME OF ARRANGEMENT

The Demerged Company is engaged in Realty and Infrastructure business and has two business undertakings:

- Realty Business Undertaking
- Infrastructure Business Undertaking

The Demerged Company would demerge its Realty Business Undertaking thereafter referred to as (the 'Demerged Undertaking') to the Resulting Company and it would continue to run and operate the Infrastructure Business Undertaking (hereinafter referred to as the 'Remaining Undertaking'). The underlying business rationale and objectives are as follows:-

1. The Demerged Undertaking and the Remaining Undertaking have their own set of strengths and dynamics in the form of nature of risks, competition, challenges, opportunities and business methods, leading to different growth potentials. Hence, segregation of the two undertakings would enable a focused management to explore the potential business opportunities effectively and efficiently.
2. The demerger would result in achieving efficiency in operational processes by designing and implementing independent strategies specifically designed for the two businesses and in optimizing profitability. This would in turn enhance the shareholders' wealth.
3. Targeting and attracting new investors with specific focus and expertise in the two businesses, thereby providing the necessary funding impetus to the long-term growth strategy of the two businesses.

Pursuant to the Scheme, the equity shares issued by the Resulting Company would be listed on BSE & CSE. Therefore, the existing shareholders of the Demerged Company would hold the shares of two listed entities after the Scheme becoming effective. Such shareholders would then be able to choose whether they want to remain invested in either or both the businesses/operations of the Demerged Company, giving them flexibility in managing their investment in the two businesses having differential dynamic.

The Board of Directors of the Demerged Company and the Resulting Company believe that the Scheme is in the best interests of the respective entities and their respective stakeholders including its minority shareholders for the reasons aforesaid.

RDB REALTY & INFRASTRUCTURE LTD.

Deep Singh
Director

RDB REAL ESTATE CONSTRUCTIONS LIMITED

Deep Singh
DIRECTOR



PARTS OF THE SCHEME

This Scheme of Arrangement is divided into the following parts:

PART A	Deals with definitions of the terms used in this Scheme of Arrangement, share capital of the companies and the Operation of this Scheme.
PART B	Deals with the demerger of the Demerged Undertaking of the Demerged Company into the Resulting Company.
PART C	Reduction and cancellation of the entire pre-scheme share capital of the resulting company
PART D	Deals with general terms and conditions applicable to this Scheme



PART A

1. DEFINITIONS

In this Scheme (as defined hereafter), unless repugnant to or inconsistent with the meaning or context thereof, the following expressions shall have the following meanings:

- 1.1 "Act" or "the Act" means the Companies Act, 2013 and rules made thereunder or statutory modifications, amendments or re-enactment thereof,
- 1.2 "Accounting Standards" means the applicable accounting standards in force in India from time to time, consistently applied during the relevant period, including the generally accepted accounting principles and standards, Indian Accounting Standards (Ind-AS), and all pronouncements including the guidance notes and other authoritative statements of the Institute of Chartered Accountants of India and/or the National Financial Reporting Authority;
- 1.3 "Applicable law" means all the applicable statutes, notification, enactments, act of legislature, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or other instructions having force of law enacted or issued by any Appropriate Authority including any statutory modifications or re-enactment thereof for the time being in force;
- 1.4 "Appointed Date" for the purposes of this Scheme shall mean 1st October, 2022 or such other date as may be fixed by the Hon'ble National Company Law Tribunal, Kolkata Bench, while sanctioning the Scheme;
- 1.5 "Appropriate Authority" means any national, state, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, departmental or public body or authority, board, branch, tribunal or court or other entity authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards,

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Shadeep Singh
Director

RDB REAL ESTATE CONSTRUCTIONS LIMITED

Shadeep Singh
DIRECTOR



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requirements, procedures or orders of such authority, body or other organization have the force of law, including the Registrar of companies, the Regional Director, Hon'ble NCLT, Securities And Exchange Board of India, Stock Exchange, and such other regulators or authorities as may be applicable;

1.6 "Assets" shall mean and include without limitation, assets or properties of every kind, nature, character and description whether movable, immovable, tangible, intangible, including mutual fund investments, patent and trademark, whether owned or leased or otherwise acquired or possessed;

1.7 "Demerged Company" shall mean RDB REALTY & INFRASTRUCTURE LIMITED, a Company incorporated under companies Act, 1956 and having its Registered Office, Pikaner Building, 8/1, Lal bazar Street 1st Floor Room No 10 Kolkata -700001, West Bengal. The CIN of the Demerged Company is L16003WB2006PLC110039.

1.8 "Demerged Undertaking" or "Realty Business Undertaking" means and includes all activities, business operations of such undertaking, properties, Assets and Liabilities of whatsoever nature and kind and wherever, situated, of and relating to the Realty Business Undertaking of the Demerged Company as detailed below:

- i. The business relating to "Realty Business Undertaking" of the Demerged Company and other ancillary business connected therewith, on a going concern basis.
- ii. All Assets and property, wherever situated, including in possession of third parties, whether movable or immovable, leasehold or freehold, tangible or intangible including but not limited to any and all rights, title and interest in connection with any land (together with the buildings and structures standing thereon), capital work-in-progress, plant and machinery, leasehold improvements, vehicles, furniture, fixture, office equipment, computer installations, software and related data, electrical appliance, accessories, investments: including investments in mutual funds made out of the surplus generated from the operations of "Realty Business Undertaking", stocks, stock in transit, wrapping supply and packaging items, debtors, intellectual properties, technical knowhow, patents, copy rights, licenses, approvals pertaining to or relatable to the operations of "Realty Business Undertaking" of the Demerged Company.
- iii. All debts and Liabilities, secured and unsecured, exclusively relating to the operations of "Realty Business undertaking" as per the records of the Demerged Company. Including borrowings, contractual liabilities, guarantees, provisions and security deposits.
- iv. For the purpose of this Scheme, it is clarified that liabilities pertaining to the operations of "Realty Business Undertaking" include:
 - a. The liabilities which arise out of the activities of "Realty Business Undertaking" and,
 - b. Specific loans and/or borrowing raised, incurred and/or utilized solely for the activities of the "Realty Business Undertaking".
- v. All employees of the Demerged Company substantially engaged in the operations of "Realty

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Indeepraj Singh
Director

RDB REAL ESTATE CONSTRUCTIONS LIMITED

Indeepraj Singh
DIRECTOR



Business Undertaking' and those employees that are determined by the Board of Directors of the Demerged Company to be substantially engaged in or in relation to the Demerged Undertaking on the date immediately preceding the Effective date.

- vi. All rights and licenses, membership, all assignments and grants thereof, all permits, registrations, quota, rights (including rights under any agreement, contracts, applications, letter of intent, or any other contract), subsidies, grants, tax credits including MAT Credit, incentives or scheme of central/state governments, quality certifications and approval, product registrations (both Indian or foreign), regulatory approvals, entitlements, individual and other licenses, municipal permissions, goodwill, approvals, consents, tenancies, if any, in relation to the office and/or residential properties for the employees, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking either solely or jointly with other parties, cash balances, bank balances, bank account, deposits, advances, recoverable receivables, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued on behalf of Demerged Company in relation to the operations of "Realty Business undertaking", funds belonging to or proposed to be utilized for the operations of "Realty Business Undertaking", privileges all other claims, rights and benefits (including under any powers of attorney issued by the Demerged Company in relation to the operations of "Realty Business Undertaking" or any power of attorney issued in favor of the Demerged Company or from or by virtue of any proceedings before a legal quasi judicial authority or any other statutory authority to which the Demerged Company was a party, powers and facilities of every kind, nature and description whatsoever, rights to use and avail telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the operations of "Realty Business Undertaking"
- vii. All books and records, files, papers, computer programmes along with their licenses manuals back-up, copies, drawing, other manuals, data catalogue, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customers pricing information, and other records whether in physical or electronic form, directly or indirectly in connection with or relating to the operations of "Realty Business Undertaking".
- viii. All advances, deposits and balance with Government, semi-Government, Local and other authorities and bodies, customers and other person, earnest money and/or security deposits paid or received by the Demerged Company, directly or indirectly in connection with or in relation to the operations of "Realty Business Undertaking"; In case of any question that may arise as to whether any particular asset including common or does not pertain to the operations of "Realty Business Undertaking" of the Demerged Company, the same shall be decided mutually by the Board of Directors of the Demerged Company and the Resulting Company and the said decision shall be final.

1.9 "Effective Date" shall mean later of the date on which the certified true copy of the order of

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Rakesh Singh
Director

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Rakesh Singh
DIRECTOR



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Hon'ble National Company Law Tribunal, Kolkata Bench sanctioning this Scheme are filed with the Registrar of Companies, West Bengal, by the Demerged Company and the Resulting Company. References in this Scheme to the word "upon the Scheme becoming effective" or "effectiveness of this scheme" or "upon the Scheme coming into effect" shall mean Effective Date;

1.10 "Liability(s)" means liabilities of every kind, nature and description and includes secured loans, unsecured loans, borrowings, statutory liabilities, contractual liabilities and guarantees;

1.11 "LODR Regulations" means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and includes all the amendments or statutory modifications thereto or re-enactments thereof;

1.12 "NCLT" means the Hon'ble National Company Law Tribunal, Kolkata Bench, and shall be deemed to include, if applicable, a reference to such other forum or authority which may be vested with any of the powers of above mentioned Tribunal under the Act for approving any Scheme of Arrangement of a Company under Section 230 to 232 of the Act and other relevant provisions of the Act;

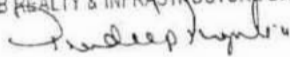
1.13 "Record Date" means the date to be fixed by the Board of Directors of the Resulting Company after the Effective Date, for the purpose of determining the shareholders of the Demerged Company for the purpose of issue and allotment Equity Shares of the Resulting Company in terms of this Scheme;

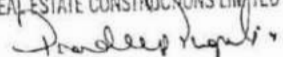
1.14 "Remaining Undertaking" means all the business assets and liabilities and activities of the Demerged Company, other than the business assets and liabilities of Demerged Undertaking, which upon this Scheme becoming effective, shall remain vested with the Resulting Company, as provided in this Scheme;

1.15 "Resulting Company" shall mean RDB REAL ESTATE CONSTRUCTIONS LIMITED, a Company incorporated under the Act and having its Registered Office at Bikaner Building, 8/1, Lal bazar Street, 1st Floor, Room No-11, Kolkata -700001, West Bengal. The CIN of the Resulting Company is U70200WB2018PLC227169.

1.16 "Scheme of Arrangement" or "the Scheme" or "this Scheme" means this Scheme of Arrangement in its present form including any modification(s) or amendments thereon, approved or imposed or directed by the SEBI and/or Hon'ble NCLT;

1.17 "SEBI circular" shall mean SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665, dated 23rd November, 2021, on (i) Scheme of Arrangement by Listed Entities and (ii) Relaxation under Sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, or any other circulars issued/ amended by SEBI applicable to schemes of arrangement from time to time;

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Director

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DIRECTOR



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1.18 "Stock Exchange" means the BSE Limited and Calcutta Stock exchange

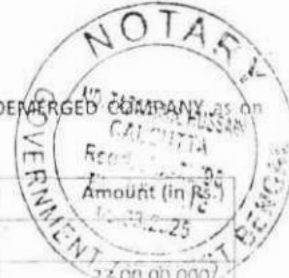
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All the terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as ascribed to them under the Act, and other applicable laws, rules, regulations, bye laws as the case may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

2 SHARE CAPITAL

2.1 The authorized, subscribed and paid-up share capital of the **DEMERGED COMPANY** as on September 30th, 2022 was as under:

Particulars	Amount (in Rs.)
AUTHORISED SHARE CAPITAL	
2,30,00,000 Equity Shares of Rs. 10/- each	23,00,00,000/-
TOTAL	23,00,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
17283400 Equity Shares of Rs. 10/- each	17,28,34,000/-
TOTAL	17,28,34,000/-



2.2 The authorized, subscribed and paid up share capital of the **RESULTING COMPANY** as on September 30th, 2022 was as under:

Particulars	Amount (in Rs.)
AUTHORISED SHARE CAPITAL	
32,50,000 Equity Shares of Rs. 10/- each	3,25,00,000/-
TOTAL	3,25,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
10,10,000** Equity Shares of Rs. 10/- each	10100000/-
TOTAL	10100000/-

NOTE**: The entire paid up share capital is held by the Demerged Company.

3. DATE WHEN THIS SCHEME COMES INTO OPERATION

The Scheme set out herein in its present form or with modification(s), approved or imposed or directed by the SEBI and / or Hon'ble NCLT, although effective from the Appointed Date, shall become operative from the Effective Date.

4. COMPLIANCE WITH TAX LAWS

This Scheme has been drawn up to comply with the conditions relating to "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 amendment of law or for any other reason whatsoever, the provisions of the Income-tax Act, 1961 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 modification will, however, not

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Rakesh Singh

Director

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Rakesh Singh

DIRECTOR



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affect other parts of the Scheme. The power to make such modifications / amendments, as may become necessary, shall vest with the Board of Directors of the Demerged Company, which can exercise the power at any time and shall be exercised in the best interest of the Demerged Company and the Resulting Company.

PART B

TRANSFER AND VESTING OF REALTY BUSINESS UNDERTAKING (DEMERGED UNDERTAKING) OF RDB REALTY & INFRASTRUCTURE LIMITED (DEMERGED COMPANY) INTO RDB REAL ESTATE CONSTRUCTIONS LIMITED (RESULTING COMPANY)

5. TRANSFER AND VESTING OF DEMERGED UNDERTAKING

Upon this Scheme becoming effective and with effect from the Appointed Date and pursuant to Sections 230 to 232 and other applicable provisions, if any, of the Act and pursuant to the Orders of the Hon'ble NCLT or other Appropriate Authority or forum, if any, sanctioning the Scheme, without any further act, instruments, deed, matter or thing, the Demerged Undertaking shall stand demerged and transferred and be vested in the Resulting Company as a going concern, together with all its properties, assets, liabilities, obligations, rights, titles, benefits and interests therein.

6. TRANSFER OF ASSETS

Without prejudice to the generality of clause 5 above

6.1 Upon this Scheme becoming effective and with effect from the Appointed Date, any and all assets relating to the Demerged Undertaking, as are movable in nature or are otherwise capable of transfer by physical or constructive delivery, or by endorsement and acknowledgement of possession, pursuant to this Scheme, shall stand transferred and vested as such by the Demerged Company and shall become the property and an integral part of the Resulting Company. The vesting pursuant to this clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.

6.2 Upon this Scheme becoming effective and with effect from the Appointed Date, any and all movable properties of the Demerged Company relating to the Demerged Undertaking, other than those specified in clause 6.1 above, including sundry debtors, outstanding loans and advances, financial assets, investments, and other current assets, if any recoverable in cash or in kind or for value to be received, Cash & bank balance and deposits, shall without any further act, instrument or deed, or without any intimation to any third party, be transferred to and vested in and/or be deemed to be transferred to and vested in and become the property of the Resulting Company.

6.3 All immovable properties relating to the Demerged Undertaking, including land together with the buildings and structures standing thereon and rights and interests in immovable properties pertaining to the Demerged Undertaking, whether freehold or leasehold or otherwise and all documents of title rights and easements in relation thereto, shall be vested in and or be deemed to have been vested in the Resulting Company, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law without any further act or deed done or being

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Shaship Singh
Director

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Shaship Singh
DIRECTOR



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required to be done by the Demerged Company and/or the Resulting Company, pursuant to the sanctioning of the scheme and upon the Scheme becoming effective. The Demerged Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such immovable properties, upon the sanctioning of Scheme by the NCLT and the Scheme becoming effective. The relevant authorities shall grant all clearances/permissions, if any, required for enabling the Resulting Company to absolutely own and enjoy the immovable properties in accordance with Applicable Law. Upon this Scheme becoming effective, the title to such properties shall be deemed to have been mutated and recognized as that of the Resulting Company and the more filing thereof with the appropriate registrar or sub-registrar or with the Appropriate Authority shall suffice as record of continuing titles with the Resulting Company and shall be constituted as a deemed mutation and substitution thereof;



6.4 Without prejudice to the generality of the foregoing, all lease agreements and leave and license agreements, as the case may be, pertaining to the Demerged Undertaking, and having effect immediately before the Effective Date, shall remain in full force and effect on the terms and conditions contained therein in favour of or against the Resulting Company and may be enforced fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obliges thereto or thereunder, and the respective lessees and the licensees, as the case may be, shall continue to be in possession of the promises subject to the forms and conditions contained in the relevant lease agreements or leave and license agreements, as the case may be. Further, all the rights, interest and claims of the Demerged Company in any properties including leasehold/licensed proportions of the Demerged Company including but not limited to security deposits and advance or prepaid lease or license fee, shall, on the same terms and conditions, be transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company automatically without requirement of any further act or deed, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law including without the requirement of payment of any transfer charges or any other charges. The Resulting Company shall continue to pay rent or lease or license fee as provided for under such agreements, and the Resulting Company shall continue to comply with the terms, conditions and covenants thereunder.

6.5 Upon this Scheme becoming effective and with effect from the Appointed Date, all assets, estate, right, title, interest, investments and properties acquired by the Demerged Company after the Appointed Date but prior to the Effective Date pertaining to the Demerged Undertaking, shall also, without any further act, instrument or deed, or without any intimation to any third party, be transferred to and vested in and/or be deemed to be transferred to and vested in and become the property of the Resulting Company.

6.6 Upon this Scheme becoming effective and with effect from the Appointed Date, any and all Intangible assets including Intellectual property rights, trade and service names and marks, brands, patents, copyrights licenses, marketing authorizations, approvals, any rights of commercial nature including those attached to goodwill, or any other rights or intangible assets of whatsoever nature,

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Sanjeev Kumar
Director

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Sanjeev Kumar
DIRECTOR



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of the Demerged Company, relating to the Demerged Undertaking, whether or not recorded in the books of accounts of the Demerged Company, if any, shall without any further act, instrument or deed, or without any intimation to any third party, be transferred to and vested in and/or be deemed to be transferred to and vested in and become the property of the Resulting Company.

6.7 Upon this scheme becoming effective and with effect from the Appointed Date, the past track record of the Demerged Company relating to the Demerged Undertaking, including without limitation, the profitability, experience, credentials and market share, shall be deemed to be the track record of the Resulting Company for all commercial and regulatory purposes, including for all purposes of eligibility, standing, evaluation and participation of the Resulting Company in all existing and future bids, tenders and contracts of all authorities, agencies and clients.

6.8 The transfer and vesting of movable and immovable properties as stated above, shall be subject to encumbrances, if any, affecting the same.

7. TRANSFER OF LIABILITIES AND RELATED SECURITIES/CHARGES:

7.1 Upon this Scheme becoming effective and with effect from the Appointed Date, all debts, liabilities and obligations, secured and unsecured, relating to the Demerged Undertaking (hereinafter referred to as "Transferred Liabilities") shall without any further act, instrument or deed, or without any intimation to any third party, be transferred to and/or be deemed to be transferred to and become the debts, liabilities of the Resulting Company. The Resulting Company shall undertake to meet, discharge and satisfy the same to the exclusion of the Demerged Company.

7.2 All the debts and liabilities, secured and unsecured relating to the Remaining Undertaking shall continue to be the debts and liabilities of the Demerged Company.

7.3 Upon this Scheme becoming effective and with effect from the Appointed Date, where any of the debts and liabilities of the Demerged Undertaking as on the Appointed Date, deemed to be transferred to the Resulting Company, have been met, discharged and/or satisfied by the Demerged Company after the Appointed Date and prior to the Effective Date, such discharge and/or satisfaction shall be deemed to have been taken for and on account of the Resulting Company.

7.4 All loans raised and used and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking after the Appointed Date and prior to the Effective Date, shall be deemed to have been raised, used and/or incurred, as the case may be, for and on behalf of the Resulting Company, and to the extent they are outstanding on the Effective date, shall also form part of the Transferred Liabilities defined herein above and, without any further act, instrument or deed, or without any intimation to any third party, be transferred to and/or be deemed to be transferred to and become the loans, liabilities and or obligations of the Resulting Company, which shall meet, discharge and satisfy the same.

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[Signature]
Director

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[Signature]
DIRECTOR



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7.5 Upon this Scheme becoming effective and with effect from the Appointed Date, in so far as the existing security in respect of the Transferred Liabilities of the Demerged Undertaking is concerned, such security shall continue to extend and operate over the assets comprised in the Demerged Undertaking, as the case may be, which have been charged in respect of the Transferred Liabilities, as transferred to the Resulting Company pursuant to this scheme. Provided, however, that if any of the assets comprised in the Demerged Undertaking, which have not been charged or secured in respect of the Transferred Liabilities, such assets shall be transferred to the Resulting Company as unencumbered assets and in the absence of any formal amendment, which may be required by a lender or third party, shall not affect the operation of the above and this Scheme shall not operate so as to require any charge or security to be created on such assets in relation to the Transferred Liabilities.



7.6 Without prejudice to the provisions of the foregoing sub-clause and upon the Scheme becoming effective, the Demerged Company and the Resulting Company, if required, may execute any instruments or documents or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, to give formal effect to the above provisions.

7.7 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Resulting Company alone shall be liable to perform all obligations in respect of the Transferred Liabilities and the Demerged Company shall not have any obligations in respect of the Transferred Liabilities, and the Resulting Company shall indemnify the Demerged Company in this behalf, as may be necessary.

7.8 It is expressly provided that, save as mentioned in this clause, no other term(s) or condition(s) of the Transferred Liabilities is/are modified by virtue of this Scheme except to the extent that such amendment, if any, is required by necessary implications.

7.9 Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, if approved by Hon'ble NCLT, notwithstanding anything to the contrary contained in any instruments, deeds or writings or the terms of sanction or issue or any security documents; all such instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

8. TRANSFER OF CONTRACTS, AGREEMENTS, MOU's, PERMITS, QUOTAS AND LICENSES OF DEMERGED UNDERTAKING

8.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, any and all contracts, agreements, memoranda of agreements, memoranda of agreed points, letter of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, tenancy, leasehold or hire purchase agreements and other instruments of whatsoever nature in relation to the Demerged Undertaking, to which the Demerged Company is a party or to the benefits of which, the Demerged Undertaking may be eligible and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect, on or against or in favour, as the case may be, of the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or

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[Signature]

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beneficiary or obliges thereto or thereunder.

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8.2 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all permits, quotas, rights, entitlements, licenses including those relating to tenancies, privileges, power, facilities of every kind and description of whatsoever nature, leave and license agreements, trade mark, licenses, copyrights including application for registration of trademarks, copyrights, storage & warehousing agreements, commission agreements, lease agreements, hire purchase agreements, franchise agreements in relation to the Demerged Undertaking to which the Demerged Company is a party or to the benefits of which the Demerged Company may be entitled and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against Resulting Company as the case may be, and may be enforced as fully and effectually, as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obliges thereto or thereunder.

8.3 Upon coming into effect of this Scheme and with effect from the Appointed Date, any and all statutory licenses, no objection certificates, permissions, approvals, consents, quotas, rights, entitlements, trade mark licenses (including but not limited to registered trademarks) copyrights, including application for registration of trade mark licenses, copyrights, including those relating to privileges, power, facilities of every kind and description of whatsoever nature and the benefits thereto, in relation to the Demerged Undertaking shall stand transferred to or vested in the Resulting Company without any further act or deed done by the Demerged Company and the Resulting Company, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Resulting Company upon the vesting and transfer of the Demerged Undertaking pursuant to this Scheme.

8.4 Upon the coming into effect of this Scheme and with effect from the Appointed Date, Any such statutory and regulatory no-objection certificate, licenses, permissions, consents, approvals, authorizations or registration, trade mark licenses (including but not limited to registered trademark of "RDB") or copyrights, including application for registration of trade mark or copyrights as are jointly held for Demerged Undertaking and the Remaining Undertaking, including the statutory licenses, permissions or approvals, registration of trade mark under Trade Mark Act 1999 (including but not limited to registered trademark of "RDB"), Copyrights, Sales Tax / VAT, Goods & Service Tax, Service Tax, Shops and Establishment Act or consents required to carry on the operations in the Remaining Undertaking, shall be deemed to constitute separate licenses, permissions, no-objection certificates, consents, approvals, authorizations, registrations or statutory rights and the relevant or concerned statutory authorities and licensors shall endorse and/or mutate or record the separation, pursuant to the filings of this Scheme as sanctioned by the Hon'ble NCLT with such authorities and licensors after the same becomes effective, so as to facilitate the continuation of operations in the Demerged Company without hindrance from the Appointed Date.

8.5 The benefit of all statutory and regulatory permissions, licenses and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the

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Shri Deep Singh

Director

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Shri Deep Singh

DIRECTOR



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Demerged Undertaking shall vest in and become available to the Resulting Company pursuant to the Scheme becoming effective.

8.6 All contracts hitherto engaged by the Demerged Company in relation to the Demerged Undertaking upon the coming into effect of this Scheme and with effect from the Appointed Date, shall be deemed to be engaged by the Resulting Company for the same purpose on the same terms and conditions.

9. REMAINING UNDERTAKING

9.1 The Remaining Undertaking and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and remain vested in and be managed by the Demerged Company and the Resulting Company shall have no right, claim or obligation in relation to the Remaining Undertaking.

9.2 All legal, taxation and other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal or any court of law) by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter (including those relating to any property, right, power, liability, obligations or duties of the Demerged Company) shall be continued and enforced against the Demerged Company.

10. EMPLOYEE MATTERS

10.1 On the Scheme of Arrangement taking effect as aforesaid, all officers and employees of the Demerged Company, engaged in the Demerged Undertaking, as identified by the Demerged Company and in employment on the Effective Date, shall become the officers and employees of the Resulting Company on such date as if they were in continuous service without any break or interruption in service and on same terms and conditions as to remuneration, subsisting with reference to the Demerged Company, as on the said date. All funds and benefits accumulated in respect of the above officers and employees shall also be transferred to the Resulting Company.

10.2 The Resulting Company agrees that the services of all such employees in with the Demerged Company up to the Effective Date shall be taken into account for the purpose of all retirement benefits payable by the Resulting Company to such employees subsequently. The Resulting Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, such past service with the Demerged Company shall also be taken into account and agrees and undertakes to pay the same, as and when payable.

10.3 In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund or benefits created by the Demerged Company for the benefit of the employees related to the Demerged Undertaking (collectively referred to as the "Funds") are concerned, such Funds and the investments made by the Funds which are relatable to the employees related to the Demerged Undertaking being transferred to the Resulting Company in terms of clause 10.2 above, shall be transferred to the Resulting Company and shall be held for their benefit.

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Director

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DIRECTOR



10.4 The Resulting Company in its sole discretion, will establish necessary funds to give effect to the above transfer or deposit the same in the Scheme governed under the applicable laws and rules made thereunder, as amended from time to time, namely Employees' Provident Fund and Miscellaneous Provisions Act 1952 and/or Employees State Insurance Act, 1948 and / or Payment of Gratuity Act, 1972. In the event the Resulting Company does not have its own funds in respect of any of the above, the Resulting Company may, subject to necessary approvals and permissions, continue or contribute to the relevant funds of the Demerged Company, until such time that the Resulting Company creates its own fund, at which time the Funds and the investments and contributions pertaining to the employees related to Demerged Undertaking shall be transferred to the funds created by the Resulting Company.



11. LEGAL PROCEEDING

11.1 If any suit, appeal or other proceedings of whatsoever nature (legal, taxation and other proceedings whether civil or criminal including before any statutory or quasi-judicial authority or tribunal or any court of law), unless exclusively related to the Demerged Undertaking, by or against the Demerged Company is pending or instituted thereafter, the same shall be continued, prosecuted and enforced, by or against the Demerged Company, in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Demerged Company, as if this Scheme had not been made.

11.2 In the event of any difference or difficulty on whether any specific legal or other proceedings related to the Demerged Undertaking or not, the decision of the Board of Directors of the Demerged Company and Resulting Company, as mutually agreed, in this regard shall be conclusive and binding on the Demerged Company and Resulting Company

12. TREATMENT OF TAXES

12.1 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes and duties (including but not limited to income tax, Goods and Services Tax, etc) paid or payable by Demerged Company, and relating to the operations of the Demerged Undertaking, including all advance tax payments, tax deducted at source, credits for minimum alternate tax, shall, for all purposes, be treated as tax, duty or GST liability, advance tax payments, tax deducted at source, credits for minimum alternate tax, as the case may be, of the Resulting Company.

12.2 Upon the Scheme becoming effective, the Demerged Company and the Resulting Company shall be permitted to revise from the Appointed Date, their respective financial statements and returns along with prescribed forms, things and annexures under the Income-tax Act, 1961 (including the revisions permitted under section 170A of the Income Tax Act, 1961), Goods and Services Tax Laws, Customs Law and other tax laws, and to claim refunds and/or credit for taxes paid (including minimum alternate tax, tax deducted at source, etc) and for matters incidental thereto if required to give effect to the provisions of the Scheme and to claim refunds/ credits, pursuant to provisions of its scheme.

12.3 Upon the Scheme becoming effective, the Demerged Company and the Resulting Company would

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[Signature]
Director

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[Signature]
DIRECTOR



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undertake appropriate filings under the Goods and Services Tax Rules, to facilitate claim of refunds and/or transfer of credit for taxes paid and for matters incidental thereto in relation to the Demerged Undertaking, available with the Demerged Company.

12.4 All disallowances under section 43B of the Income-tax Act, 1961, in the hands of Demerged Company, in relation and pertaining to the Demerged Undertaking, shall be claimed as a deduction under section 438 of the Income-tax Act, 1961 by the Resulting Company when the payment is made by the Resulting Company against such expenses.

12.5 Any refunds or credits (including credits for minimum alternate tax, advance tax and tax deducted at source under the provisions of Income-tax Act, 1961), benefit or carry forward losses and other statutory benefits under the Income-tax Act, 1961, Service Tax laws, Central Sales Tax, Goods and Services Tax, applicable State Value Added Tax Laws or other applicable laws/ regulations dealing with taxes /duties/ levies, due to the Demerged Company, relating to Demerged Undertaking, including refunds, benefits or credits consequent to the assessment made on Demerged Company (including any refund for which no credit is taken in the accounts of the Demerged Company) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Resulting Company upon this Scheme becoming effective.

12.6 Further, any tax deducted at source by Demerged Company with respect to Demerged Undertaking on transactions with the Resulting Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly and vice versa.

12.7 Upon the Scheme coming into effect, any obligation of tax deduction at source on any payment made by or to be made by the Demerged Company relating to Demerged Undertaking shall be made or deemed to have been made and duly complied with by the Resulting Company

13. OTHER PROVISIONS

13.1 The Demerged Company and the Resulting Company may, after the Scheme becomes effective for the sake of good order, execute amended and re-stated arrangements or confirmations or other writings, required, for the ease of the Demerged Company, the Resulting Company and the counter party concerned in relation to the Remaining Business and/or the Demerged Undertaking, without any obligations to do so and without modification of any commercial terms or provisions in relation thereto.

13.2 Upon the Scheme becoming effective and with effect from the Appointed Date, the Resulting Company shall secure the change in record of rights and any other records relevant for mutating the legal ownership of any immovable property vested with the Resulting Company and relating to the Demerged Undertaking. The Demerged Company and the Resulting Company are jointly and severally authorised to file such declarations and other writings to give effect to this Scheme and to remove any difficulties in implementing the terms thereof.

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Madhup Singh

Director

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Madhup Singh

DIRECTOR



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14. CONDUCT OF BUSINESS

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

- (a) The Demerged Company undertakes to carry on and shall be deemed to carry on all business and activities relating to the Demerged Undertaking for and on account of and in trust for the Resulting Company.
- (b) All income, expenditures including management costs, profits accruing to the Demerged Company and all taxes thereof or losses arising or incurred by it relating to the Demerged Undertaking shall, for all purposes, be treated as the income, expenditure, profits or losses, as the case may be, of the Resulting Company.
- (c) Any of the rights, powers, authorities and privileges attached or related or pertaining to the Demerged Company and exercised by or available to the Demerged Company, in relation to the Demerged Undertaking shall be deemed to have been exercised by the Demerged Company for and on behalf of and as an agent for the Resulting Company. Similarly, any of the obligations and commitments attached, relating or pertaining to the Demerged Undertaking that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken or discharged for and on behalf of and as an agent for the Resulting Company.

14.2 With effect from the Effective Date, the Resulting Company shall be duly authorised to carry on the business of the Demerged Undertaking previously carried on by the Demerged Company the Resulting Company agrees and undertakes to pay, discharge and satisfy all the liabilities and obligations of the Demerged Undertaking with effect from the Appointed Date, in order to give effect to the foregoing provisions

14.3 To avoid any undue hardship to the Demerged Company or the Resulting Company on account of disruption of business post the Effective Date, the Resulting Company shall be entitled to use all the business authorizations, including licenses, contracts etc., having the name of the Demerged Company in connection with the Demerged Undertaking, till such authorizations are issued afresh/transferred/renewed in the name of the Resulting Company.

14.4 On and from the Effective Date and till such time that the name of the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking, have been replaced with that of the Resulting Company, the Resulting Company shall be entitled to maintain and operate the bank accounts of the Demerged Company pertaining to the Demerged Undertaking, in the name of the Demerged Company for such time as may be determined to be necessary by the Resulting Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company, in relation to or in connection with the Demerged Undertaking, after the Effective Date shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company.

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Shadab Singh
Director

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Shadab Singh
DIRECTOR



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15. SAVING OF CONCLUDED TRANSACTIONS

15.1 The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking shall not in any manner affect any transaction or proceedings, contracts or deeds already concluded by the Demerged Company (in respect of the Demerged Undertaking) on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Resulting Company accepts and adopts all such acts, deeds and things done and executed by and/or on behalf of the Demerged Company as acts, deeds and things done and executed by and on behalf of the Resulting Company.

16. ISSUE OF EQUITY SHARES BY THE RESULTING COMPANY

16.1 Upon coming into effect of the Scheme and in consideration of transfer and vesting of the Demerged Undertaking in the Resulting Company, the Resulting Company shall, without any further application, act, instrument or deed and without any further payment, issue and allot equity shares to those equity shareholders of the Demerged Company whose names appear in the register of members of the Demerged Company as on the Record Date or to his/her heirs, executors, administrators or the successors-in-title, as the case may be, in the following manner-

"1(one) fully paid-up equity shares of INR 10/- each of the Resulting Company, for every 1 (one) fully paid-up equity shares of INR 10/- each in the Demerged Company"

16.2 The equity shares of the Resulting Company shall be issued in such a manner that the percentage of shareholding of the equity shareholders of the Demerged Company in the Resulting Company, after giving effect to cancellation of equity shares of the Resulting Company held by the Demerged Company and its nominees, is exactly same or mirror as their inter-se shareholding in the Demerged.

16.3 The equity shares of the Resulting Company will be issued to the shareholders of the Demerged Company in dematerialized form, to the account, in which the shares of the Demerged Company are held by them of such other account, as may be intimated by the shareholders of the Demerged Company to the Demerged Company or the Resulting Company in writing before the Record Date. All the shareholders of the Demerged Company who hold shares in physical form shall also have the option to receive the equity shares of the Resulting Company in dematerialized form, provided the details of their account with the Depository Participant are intimated to the Demerged Company or the Resulting Company in writing before the Record Date. For the shareholders who fail to provide such information, shall be issued equity shares in physical form. Notwithstanding the above, if as per Applicable laws, the Resulting Company is not permitted to issue and allot the new equity shares in physical form and it has still not received the demat account details of such shareholders of the Demerged Company, the Resulting Company shall issue and allot such equity shares, in lieu of the share entitlement of the shareholders of the Demerged Company, into the Demat Suspense Account, which shall be operated by one of the directors of the Resulting Company, authorized in this regard. Subsequently, on receipt of the appropriate evidence from the shareholders as to their entitlements, the Board of Directors will transfer such shares from the Demat Suspense Account to the individual demat account of such claimant shareholders.

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Shuddeep Singh
Director

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Shuddeep Singh
DIRECTOR



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16.4 The new equity shares to be issued and allotted in terms of this Scheme will be subject to the provisions of Memorandum and Articles of Association of the Resulting Company. The said equity shares of the Resulting Company to be issued to the eligible shareholders of the Demerged Company pursuant to the clause 16.1 above shall rank pari-passu in all respects with the existing equity shares of the Resulting Company.

16.5 In the event of there being any pending and valid shares transfers, whether lodged or outstanding of any members of the Demerged Company, the Board of Directors or any committee thereof of the Demerged Company shall be empowered in appropriate cases, ~~been~~ subsequent to the Appointed Date or the Effective Date, as the case may be, to effectuate such a transfer in the demerged Company as if such changes in registered holder were operative as on the Record Date. In order to remove any difficulties arising to the transferor/transferee of the shares of the Demerged Company and in relation to the shares issued by the Resulting Company upon the effectiveness of this Scheme.

16.6 The issue and allotment of equity shares to the members of the Demerged Company as provided in this Scheme, is an integral part thereof and shall be deemed to be made in compliance with the procedure laid down under Section 62 and other applicable provisions of the Act and no separate approvals/procedures etc., are required to be carried out under the Act. The approval of the members for the Scheme shall be deemed to be approval under Section 62 and other applicable provisions, if any, of the Act.

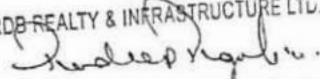
16.7 The Resulting Company, shall increase its Authorised Share Capital to the extent required to accommodate the shares to be allotted as per clause 16.1 above. The fees payable by the Resulting Company shall be duly paid in accordance with law upon the sanctioning of the Scheme.

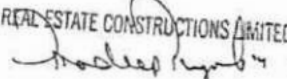
16.8 The Resulting Company shall apply to the BSE and the CSE for listing and admission to trading, of all the equity shares issued under this Scheme, in terms of the provisions of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665, dated 23rd November, 2021, as amended from time to time or any other provisions applicable to it. Further, the Resulting Company and the Demerged Company shall enter into such arrangements, complete such formalities and give such confirmations and/or undertakings to the BSE, the CSE and any other Appropriate Authority as may be necessary in accordance with the Applicable Laws for the listing of equity shares of the Resulting Company issued in pursuance of this Scheme.

16.9 The equity shares allotted pursuant to the Scheme shall remain frozen in the depository system till listing/trading permission is given by the designated stock exchange to the BSE & the CSE.

16.10 There shall be no Change in the shareholding pattern of the Resulting Company between the Record Date and the listing date, which may affect the status of approval of the stock exchanges to the Scheme.

16.11 Equity shares of the Resulting Company issued in lieu of locked-in shares equity shares, if any, of

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Director

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DIRECTOR



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the Demerged Company, will be subject to the same lock in requirement for the remaining period, as the shares of Demerged Company. However, additional lock in requirements in terms of the provisions of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665, dated 23rd November, 2021, as amended from time to time shall not apply in relation to equity shares issued by the Resulting Company in pursuance of this Scheme, since the post-scheme shareholding pattern of the Resulting Company shall be exactly similar to the shareholding pattern of the Demerged Company.

17. ACCOUNTING TREATMENT

17.1 Treatment in the books of the Demerged Company

The Demerged Company shall account for demerger of Demerged Undertaking in its books as per the applicable accounting principles prescribed under the relevant Ind-AS. It shall inter alia include the following:

- 17.1.1 The Demerged Company shall in its books of accounts, reduce the respective carrying values of the assets and liabilities of the Demerged Undertaking being transferred to and vested in the Resulting Company at values appearing in Books of Accounts of the Demerged Company as on the Appointed Date.
- 17.1.2 The aggregate of the net assets (i.e. difference between the carrying value of assets and liabilities related to Demerged Undertaking) standing in the books of accounts of the Demerged Company transferred to the Resulting Company on the Appointed Date, shall be adjusted against the balances in General Reserve, Securities Premium Reserve and balance if any left shall be adjusted against Retained Earnings.
- 17.1.3 The reduction in Securities Premium of the Demerged Company shall be effected as an integral part of this Scheme in accordance with the provisions of Section 52 and Section 66 of the Act and the order of the Hon'ble NCLT sanctioning this Scheme shall be deemed to be also the order under Section 66 of the Act for the purpose of confirming the reduction.

17.2 Treatment in the books of the Resulting Company

The Resulting Company shall account for the demerger of Demerged Undertaking, using pooling of Interest method in accordance with Appendix C 'Business Combinations of entities under common control' of Ind-AS 103-Business Combinations. It shall inter alia include the following:

- 17.2.1 The Resulting Company shall record all the assets and liabilities of the Demerged Undertaking transferred to it in pursuance of this Scheme at their respective carrying values appearing in the books of accounts of the Demerged Company as on the Appointed Date, which are set forth in the closing balance sheet of the Demerged Company as of the close of business hours on the date immediately preceding the Appointed Date.
- 17.2.2 The Resulting Company shall credit its share capital account, with the aggregate face value of the new Equity shares issued to the shareholders of the Demerged Company pursuant to demerger of Demerged Undertaking.
- 17.2.3 To the extent there are inter-company balances and transactions between the Resulting Company and the Demerged Undertaking, if any, the rights and obligations in respect thereof will stand cancelled.

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Pradeep Kumar
Director

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Pradeep Kumar
DIRECTOR



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- 17.2.4 The difference between the book value of assets and book value of liabilities so recorded in the books of Resulting Company in accordance with clause 17.2.1 as reduced by the amount credited as share capital in accordance with clause 17.2.2, shall be recorded against the following reserve (in the proportion in which the said Reserves shall be adjusted in the books of Demerged Company in accordance with clause 17.1.2 above) viz. against the balances in General Reserve, Securities Premium Reserve and Retained Earnings.
- 17.2.5 The book value of investments in the shares of Resulting Company as appearing in the Demerged Undertaking shall be transferred to and be debited/credited against Capital Reserve Account.
- 17.2.6 The Resulting Company shall debit its share capital account in its books of account with the aggregate face value of the Resulting Company Cancelled Shares and credit capital reserve for the same amount.
- 17.2.7 In case of any differences in accounting policy followed by the Demerged Company in respect of Demerged Undertaking vis-à-vis the accounting policy followed by the Resulting Company, the impact of the same till the Appointed Date will be quantified and adjusted in Reserves of the Resulting Company, to ensure that upon coming into effect of this Scheme, the financial statements of the Resulting Company reflect the financial position on the basis of a consistent accounting policy.

PART C

REDUCTION AND CANCELLATION OF THE ENTIRE PRE-SCHEME SHARE CAPITAL OF THE RESULTING COMPANY

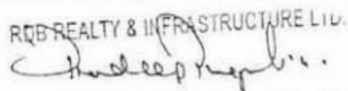
18. REDUCTION AND CANCELLATION OF ENTIRE PRE-SCHEME SHARE CAPITAL OF THE RESULTING COMPANY
- 18.1 Upon allotment of the Resulting Company New Equity Shares, the entire pre-scheme paid up share capital of the Resulting Company ("Resulting Company Cancelled Shares") shall stand cancelled and reduced, without any consideration, which shall be regarded as reduction of share capital of the Resulting Company, pursuant to Sections 230 to 232 of the Act as an integral part of the Scheme.
- 18.2 As referred to in clause 17.2.6, the Resulting Company shall debit its share capital account in its books of account with the aggregate face value of the Resulting Company Cancelled Shares and credit capital reserve for the same amount.
- 18.3 It is clarified that the approval of the members of the Resulting Company to this Scheme, shall be deemed to be their consent/approval for the reduction of the share capital of the Resulting Company under applicable provisions of the Act.
- 18.4 Notwithstanding the reduction in the share capital of the Resulting Company, the Resulting Company shall not be required to add "And Reduced" as suffix to its name.

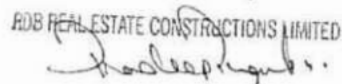
PART D

GENERAL TERMS & CONDITIONS APPLICABLE TO THIS SCHEME

19 APPLICATION/PETITIONS TO THE HON'BLE NCLT AND APPROVALS

- 19.1 The Demerged Company and the Resulting Company shall make the requisite joint company

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Director

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DIRECTOR



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applications/petitions under Sections 230 to 232 of the Act, and other applicable provisions of the Act to the Hon'ble NCLT, as applicable, for seeking the sanctioning of this Scheme.

19.2 The Resulting Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority and all agencies, departments and Appropriate Authorities concerned, as are necessary under any law, for such consents, approvals and sanctions which the Resulting Company may require to own and operate the Demerged Undertaking.

20 DIVIDENDS

20.1 For the avoidance of doubt, it is hereby clarified that nothing in this Scheme shall prevent the Demerged Company and the Resulting Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the record date to be fixed by Board of Directors for the purpose of any such dividend.

20.2 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any equity shareholder of the Demerged Company or Resulting Company to deem or claim any dividends, which subject to the applicable provisions of the Act, shall be entirely at the discretion of the Board of Directors.

21 MODIFICATIONS OR AMENDMENTS TO THE SCHEME

21.1 The Demerged Company and the Resulting Company by their respective Board of Directors so nominated in that behalf, may assent to any modification or amendment to this Scheme or to any conditions or limitations that the SEBI / Hon'ble NCLT and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the scheme in the best interest of all stakeholders. All amendments/modifications pursuant to this clause shall be subject to approval of the SEBI/Hon'ble NCLT or any other authorities, as required under Applicable Law.

21.2 Subject to the approval of the SEBI / Hon'ble NCLT or such other person or persons, as their respective Board of Directors may authorize, including any committee or sub-committee thereof, are hereby empowered and authorized to assent from time to time to any modifications or amendments or conditions or limitations which the SEBI/Hon'ble NCLT or any other Government Authority, as required by Applicable Law, may deem fit to impose and to settle all doubts or difficulties that may arise for carrying out the Scheme and to do and execute all acts, deeds, matters and things as may be necessary for putting the Scheme into effect.

22 GENERAL TERMS AND CONDITIONS

22.1 Upon this Scheme being approved by the requisite majority of the respective members and creditors of the Demerged Company and the Resulting Company, they shall apply to the Hon'ble NCLT for sanction of this Scheme under Sections 230 to 232 read with other applicable provisions of the Act for such Order or Orders, as the said Hon'ble NCLT may deem fit for bringing this Scheme into effect.

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Shalish Singh

Director

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Shalish Singh

DIRECTOR



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22.2 The Scheme is and shall be conditional upon and subject to:

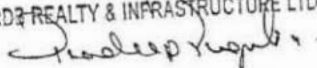
- a) The Scheme being approved by the respective requisite majorities in value of such class of person including members and/or Creditors, of the Demerged Company and the Resulting Company and requisite Order or Orders being obtained.
- b) Receipt of no-objection letter by the Demerged Company from the Stock Exchange and comment letter from SEBI in accordance with the SEBI Circular and LODR Regulations in respect of the Scheme (prior to filing the Scheme with the NCLT), which shall be in form and substance acceptable to the Demerged Company, acting reasonably and in good faith, the sanctions of the Hon'ble NCLT being obtained, under Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act in favour of Demerged Company and Resulting Company and certified true copies of the Order sanctioning the Scheme passed by the Hon'ble NCLT under section 232 being filed with the Registrar of Companies, West Bengal and all other sanctions and approvals as may be required by law in respect of this Scheme being obtained.
- c) In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own cost or as may be mutually agreed.

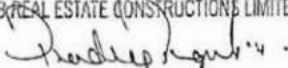
23 SEVERABILITY

23.1 Any failure of any provision(s) of this Scheme for lack of necessary approval from the members/creditors/Appropriate Authorities or for any other reason that the Board of Directors may deem fit shall not result in the whole scheme failing. If any clause of this Scheme is ruled invalid or illegal by any court of competent jurisdiction, or unenforceable under present or future laws, the same shall not, subject to the decision of the Demerged Company and Resulting Company, affect the validity or Implementation of the other provision(s) of this Scheme. It shall be open to the Board of Directors concerned to consent to sever such provision(s) of the Scheme and implement the rest of the Scheme with such modification.

24 EFFECT OF NON-RECEIPT OF APPROVALS

24.1 In the event of any of the said sanctions and approvals referred to in the preceding clauses not being obtained and/or the Scheme not being sanctioned by the Hon'ble NCLT or such other competent authority within such further period or periods as may be agreed upon between the Demerged Company and Resulting Company through their respective Board of Directors (and which the Board of Directors of the Companies are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation) this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

RD3 REALTY & INFRASTRUCTURE LTD.

Director

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DIRECTOR



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25' REVOCATION OF THE SCHEME

25.1 The Demerged Company and the Resulting Company, through their respective Board of Directors are empowered and authorized to withdraw this scheme prior to the Effective Date at any time and the same shall not be construed as any non-compliance of the Act.

25.2 In the event that any conditions are imposed by the SEBI/Hon'ble NCLT or any other authority which the Board of Directors of the Demerged Company and the Resulting Company find unacceptable for any reason, the Demerged Company and the Resulting Company shall be at liberty to withdraw this Scheme.

26 COSTS

26.1 All costs, Charges, taxes (including the stamp duty, if any, applicable in relation to this scheme), levies and all other expense, if any (save as expressly otherwise agreed) including stamp duty and registration fee etc. on any deed, documents, instruments or Hon'ble NCLT's Order arising out of and in carrying out and implementing this Scheme and matters incidental to the completion of arrangement of the said Scheme of Arrangement shall be borne and paid by Resulting Company and the Demerged Company, as mutually agreed upon.

27 SEQUENCE OF COMING INTO EFFECT OF THIS SCHEME

27.1 On the sanction of the Scheme and upon the Scheme becoming effective, the following shall be deemed to become effective and operative in the sequence and order mentioned hereunder:

- a) Demerger of the Demerged Undertaking from Demerged Company to Resulting Company;
- b) Issue and allotment of equity shares of Resulting Company to the shareholders of the Demerged Company in consideration of Demerger as aforesaid;

28 MISCELLANEOUS

28.1 The Scheme does not contain or provide for any compromise with the creditors of the Demerged Company and the Resulting Company. Further, the Scheme has not been drawn to accommodate any corporate debt restructuring. The Scheme also does not come under the purview of the Competition Commission of India.

RDB REALTY & INFRASTRUCTURE LTU.
[Signature]
Director

RDB REAL ESTATE CONSTRUCTIONS LIMITED
[Signature]
DIRECTOR

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SCHEDULE OF ASSETS

Schedule of Assets as at 01st October, 2022 pertaining to REALTY BUSINESS UNDERTAKING of RDB REALTY & INFRASTRUCTURE LIMITED – DEMERGED COMPANY to be transferred to and vested in RDB REAL ESTATE CONSTRUCTIONS LIMITED – RESULTING COMPANY.

PART – I

A short description of the freehold properties of REALTY BUSINESS UNDERTAKING of RDB REALTY & INFRASTRUCTURE LIMITED – DEMERGED COMPANY
(held under Work In progress in Inventories)

(As Per Schedule A Annexed Separately)

PART – II

A short description of the freehold properties of REALTY BUSINESS UNDERTAKING of RDB REALTY & INFRASTRUCTURE LIMITED – DEMERGED COMPANY

NIL

PART – III

SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES-IN-ACTION REALTY BUSINESS UNDERTAKING of RDB REALTY & INFRASTRUCTURE LIMITED – DEMERGED COMPANY :

	<u>AMOUNT (RS.)</u>	
ASSETS		
NON-CURRENT ASSETS		
FIXED ASSETS		
(AS PER SCHEDULE B & B1 ANNEXED)		
Property , Plant & Equipment	37,20,296	
Other Intangible Assets	1,74,133	
FINANCIAL ASSETS		
INVESTMENTS	18,90,94,410	
(AS PER SCHEDULE C ANNEXED)		
OTHER FINANCIAL ASSETS	58,65,066	
(AS PER SCHEDULE D ANNEXED)		

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Director

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DEFERRED TAX ASSETS (NET)	15,47,233	
SUB TOTAL NON-CURRENT ASSETS (A)		20,04,01,138
CURRENT ASSETS		
INVENTORIES	77,52,42,530	
(AS PER SCHEDULE E ANNEXED)		
FINANCIAL ASSETS		
TRADE RECEIVABLE	17,74,283	
(AS PER SCHEDULE F ANNEXED)		
CASH & CASH EQUIVALENTS	2,89,25,422	
(AS PER SCHEDULE G ANNEXED)		
OTHER FINANCIAL ASSETS	1,52,58,08,483	
(AS PER SCHEDULE H ANNEXED)		
INCOME TAX ADVANCE AND TAX DEDUCTED AT SOURCE	7,36,508	
OTHER CURRENT ASSETS		
GST INPUT TAX	63,98,676	
PREPAID TAXES	5,47,907	
SUB TOTAL CURRENT ASSETS (B)		2,33,94,33,809
TOTAL ASSETS (A + B)		2,53,98,34,947
NON-CURRENT LIABILITIES		
FINANCIAL LIABILITIES		
BORROWINGS	63,49,68,956	
(AS PER SCHEDULE I ANNEXED)		
OTHER FINANCIAL LIABILITIES	1,09,08,129	
(AS PER SCHEDULE J ANNEXED)		
PROVISIONS	9,07,256	
(for gratuity and retirement benefits)		

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SUB TOTAL NON-CURRENT LIABILITIES (C)		64,67,84,341
CURRENT LIABILITIES		
FINANCIAL LIABILITIES		
BORROWINGS	67,21,93,161	
<i>(AS PER SCHEDULE K ANNEXED)</i>		
TRADE & OTHER PAYABLES	1,22,85,436	
<i>(AS PER SCHEDULE L ANNEXED)</i>		
OTHER FINANCIAL LIABILITIES	21,55,26,938	
<i>(AS PER SCHEDULE M ANNEXED)</i>		
OTHER CURRENT LIABILITIES	20,51,40,961	
<i>(AS PER SCHEDULE N ANNEXED)</i>		
PROVISIONS	56,498	
<i>(for gratuity and retirement benefits)</i>		
SUB TOTAL CURRENT LIABILITIES (D)		1,10,52,02,994
TOTAL LIABILITIES (C + D)		1,753,19,87,335

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ANNEXURE A

A short description of the freehold properties of REALTY BUSINESS UNDERTAKING of RDB REALTY & INFRASTRUCTURE LIMITED – DEMERGED COMPANY

PARTICULARS
WORK IN PROGRESS
LAND AT BAGRU JAIPUR
LAND ADMEASURING 1.9500 HECTARE / 7.79 BIGHA
(KHASRA NO 241 & 242 BAGRU KHURD TEHSIL SANGANER JAIPUR .)
(UNDER JOINT VENTURE DEVELOPMENT)
WORK IN PROGRESS
REGENT KISHORI
DEVELOPERS UNDER JOINT VENTURE AGREEMENT DATED 17-01-2017 , SANCTIONED PLAN DATED 18-11-2020
PROPERTY LOCATED AT JL NO 35 MOUZA DUILYA P.S SHANKRAIL , HOWRAH .
DEVELOPMENT EXPENSES
WORK IN PROGRESS
REGENT LAKE VIEW
DEVELOPERS UNDER JOINT VENTURE AGREEMENT DATED 11-06-2014 , SANTIONED PLAN DATED 25-02-2019.
PROPERTY LOCATED AT JL NO 29 MOUZA ANDULP.S SHANKRAIL , HOWRAH .
WORK IN PROGRESS
LAND AT ASANSOL
ASANSOL LAND DHARMA MOUZA
ALL THAT PIECE AND PARCEL OF LAND ADMEASURING 8.03 ACRES, MORE OR LESS (SEMI-COMMERCIAL) FORMING PART OF R.S./L.R. PLOT NOS. 212, 218, 220,221.222,226,229,230, 255,258 & 285 UNDER KHATIAN NO. 274 IN MOUZA- DHARMA, J.L. NO. 74 UNDER POLICE STATION SALANPUR DISTRICT PASHIM BARDHAMAN TOGETHER WITH BUILDING / STRUCTURE/ FACTORY SHEDS THEREON (SEMI-COMMERCIAL) HAVING TOTAL COVERED AREA 2000 SQ.FT. (TIN SHED) SITUATED AT MOUZA-DHARMA, NH-II, JUBLEE, P.O = P.S. SALANPUR, SAMDI ROAD, ASANSOL, BURDWAN, PIN: 721101.
ASANSOL LAND PALASHDIHA MOUZA
LAND AND BUILDING AT ASANSOL UNIT; VILLAGE: PALASHDIHA PANCHGACHIA ROAD, KANYAPUR, ASANSOL, W.B.-713341 ADMEASURING 6.535 ACRES.

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DIRECTOR



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LAND IN THE NAME OF SHRI ASHOK GUTGUTIA AND / OR BURNPUR CEMENT LIMITED.
ALL THAT PIECE AND PARCEL OF LANDED AREA & BUILDING THEREON LOCATED AT MOUZA-
PALASHDIHA, ASANSOL, R.S. PLOT NO. 84, 87, 93, 94, 95, 96, 97, 98, 99, 102, 103, 104, 105, 108, 109,
110, 116, 120, 121, & 122, LR. PLOT NO. 87, 99, 103, & 108, COVER UNDER DEED NO. 3664, 3747, &
3617, OF 1988, 5077, 5078, 5503, 1982, 1377, 847 & 1395 OF 1990, 2300 & 2301 OF 1992, 5657 &
5660 OF 2011, GIFT DEED NO. 5272 OF 1999.

FINISHED STOCK

REGENT GANGA PH II

LOCATED AT 6K GT ROAD , UTTARPARA KOTRUNG , WARD NO 5 .

UNSOLD FLAT NO 3/3D,GROUND FLOOR GC, 1ST FLOOR 3A , 4TH FLOOR 4A , 1ST FLOOR 1C ,
2ND FLOOR 2B , 3RD FLOOR 3C , 2ND FLOOR 2B
(TOTAL AREA 14,223 SQ.FT)

CONSTRUCTED ON LAND BELONGED TO THE COMPANY UNDER JOINT VENTURE WITH
DEVELOPERS

REGENT CENTRE (STAR MALL)

LOCATED AT 9K GT ROAD , UTTARPARA KOTRUNG , WARD NO 5 .

COMMERCIAL SPACE IN GROUND FLOOR , 1ST FLOOR AND 2ND FLOOR ADMEASURING 29,766
SQ.FT.

REGENT ENCLAVE - I

FLAT NO 6 / 6A BLOCK 6 , ADMEASURING 1153.SQFT LOCATED AT MOUZA
MONDALGANTHI, POLICE STATION RAJARHAT, KOLKATA

RESIDENTIAL FLAT AT DELHI

GROUND FLOOR AREA 133.65 SQ.MTR.
LOCATED AT SAFDARGUNJ , NEW DELHI .

MILLENIUM TOWER – HALDIA

ALL THAT THE LAND MEASURING G+8 STORIED BUILDING CONSTRUCTED UPON THE LAND
ALLOTTED BY HDA VIDE LETTER OF ALLOTMENT DATED 15TH NOVEMBER 2000 VIDE MEMO
NO. 1729/HAD/XV-7 SITUATE AND LYING AT DISTRICT MEDINIPUR MOUZA DURGACHAK J. L.
NO. 135, PLOT NUMBERS (SPECIFIED WITH C.S. NO.: 172, 173, 174, 175, 122 & 163 AREA OF
PLOTS: 0.735 ACRE, NAME OF POLICE STATION DURGACHAK AT HALDIA (FORMERLY
SUTAHATA) UNDER SUTAHATA SUB REGISTER (ADSR) TOGATHER WITH THE BENEFIT OF THE
SANCTIONED PLAN DATED 06.06.2002 APPROVED BY THE HALDIA MUNICIPALITY ALONG WITH
TENANCY, LEASE RIGHTS, RENTAL & OTHER RECEIVABLES ETC. ATTACHED WITH THE
PROPERTY.

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Director

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LAND AND PROPERTY AT CHENNAI AMARPRAKASH**PART A**

ALL THAT PIECE AND PARCEL OF THE LAND COMPRISED IN SURVEY NUMBERS WITH AN EXTENT SITUATED AT NO.92, THIRUMUDIVAKKAM VILLAGE, THIRUMUDIVAKKAM VILLAGE PANCHAYAT, SRIPERUMBUDUR TALUK AND KANCHEEPURAM DISTRICT, SITUATED WITHIN THE REGISTRATION DISTRICT OF CHENNAI SOUTH AND SUB REGISTRATION DISTRICT OF PADAPPAL. SURVEY NUMBERS- 258/2 PART, 511/2A2 PART, 512/2 PART, 506 PART, 511/2B2, 511/3B, 511/1 PART, 511/2B1, 511/3A, 511/2A1 PART, 258/2PART, 262/2B2 PART, 510, 512/3, 258/2 PART, 507 PART, 259/2 PART, 262/2B2 PART.

EXTENT IN CENTS- 117, 2.77, 55.84, 170.49, 3, 15, 29.31, 5, 36, 7.64, 9, 11, 92, 73, 100, 140.98, 81.31, 34.12

ADMEASURING EXTENT OF 10 ACRES AND 60.46 CENTS, EXCLUDING AREA SOLD OUT TILL 30TH SEPTEMBER 2022.

PART B

ALL THAT PARCLE OF APARTMENT UNITS HAVING THE BUILDUP AREA AND UNDIVIED EXTENT OF LAND AS MENTIONED BELOW :-

ITEM No. I (a)

AN UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 2170 SQ.FT. , OF LAND RIGHT, TITLE AND INTEREST IN THE SCHEDULE-A LAND AND BUILDING TO AN EXTENT OF 9079 SQ.FT., IN THE FIFTH FLOOR OF THE BUILDING NAMED AS HAPPINESS TOWER, WITHIN THE REGISTRATION SUB DISTRICT OF PADAPPAL AND REGISTRATION DISTRICT OF SOUTH CHENNAI.

ITEM No. I (b)

AN UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 2160 SQ.FT. , OF LAND RIGHT, TITLE AND INTEREST IN THE SCHEDULE-A LAND AND BUILDING TO AN EXTENT OF 8993 SQ.FT., IN THE FOURTH FLOOR OF THE BUILDING NAMED AS HAPPINESS TOWER, WITHIN THE REGISTRATION SUB DISTRICT OF PADAPPAL AND REGISTRATION DISTRICT OF SOUTH CHENNAI.

ITEM No. I (c)

AN UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 391 SQ.FT. , OF LAND RIGHT, TITLE AND INTEREST IN THE SCHEDULE-A LAND AND BUILDING TO AN EXTENT OF 1637 SQ.FT., IN THE SIXTH FLOOR OF THE BUILDING NAMED AS HAPPINESS TOWER, WITHIN THE REGISTRATION SUB DISTRICT OF PADAPPAL AND REGISTRATION DISTRICT OF SOUTH CHENNAI.

ITEM No. I (d)

AN UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 2150 SQ.FT. , OF LAND RIGHT, TITLE AND INTEREST IN THE SCHEDULE-A LAND AND BUILDING TO AN EXTENT OF 8948 SQ.FT., IN THE THIRD FLOOR OF THE BUILDING NAMED AS HAPPINESS TOWER, WITHIN THE REGISTRATION SUB DISTRICT OF PADAPPAL AND REGISTRATION DISTRICT OF SOUTH CHENNAI.

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Director

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ITEM No. 1 (e)

AN UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 840 SQ.FT. , OF LAND RIGHT, TITLE AND INTEREST IN THE SCHEDULE-A LAND AND BUILDING TO AN EXTENT OF 3505 SQ.FT., IN THE STILT FLOOR OF THE BUILDING NAMED AS HAPPINESS TOWER, WITHIN THE REGISTRATION SUB DISTRICT OF PADAPPAL AND REGISTRATION DISTRICT OF SOUTH CHENNAI.

CLUB AURUM - CONVENTION CENTER**ITEM NO.2**

ALL THAT PIECE AND PARCEL OF LAND MEASURING 82.38 CENTS COMPRISED IN SURVEY NO. 255/1A1A SITUATED AT THIRUMUDIVAKKAM VILLAGE, THIRUMUDIVAKKAM VILLAGE PANCHYAT, SRIPERUMBUDUR TALUK AND KANCHEEPURAM DISTRICT, WITHIN THE REGISTRATION DISTRICT OF SOUTH CHENNAI AND SUB - REGISTRAR OFFICE OF PADDAPAI.

ITEM NO.3

ALL THAT PIECE AND PARCEL OF LAND MEASURING 37.75 CENTS COMPRISED IN SURVEY NO. 262/1A1A (VIDE PATTI NO. 1486) SITUATED AT THIRUMUDIVAKKAM VILLAGE, THIRUMUDIVAKKAM VILLAGE PANCHYAT, SRIPERUMBUDUR TALUK AND KANCHEEPURAM DISTRICT, WITHIN THE REGISTRATION DISTRICT OF SOUTH CHENNAI AND SUB - REGISTRAR OFFICE OF PADDAPAI.

ITEM NO.4

ALL THAT PIECE AND PARCEL OF LAND MEASURING 92 CENTS COMPRISED IN SURVEY NO. 713/1 HAVING PATTI NO. 1492, SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK , NOW PALLAVARAM TALUK ,KANCHEEPURAM DISTRICT, WITHIN THE REGISTRATION DISTRICT OF SOUTH CHENNAI AND SUB - REGISTRAR OFFICE OF KUNDRATHUR.

ITEM NO.5

ALL THAT PIECE AND PARCEL OF LAND MEASURING 1.26 ACRES, COMPRISED IN SURVEY NO. 714 AND 58 CENTS COMPRISED IN SURVEY NO. 713/2, HAVING PATTI NO. 1366, IN SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK , NOW PALLAVARAM TALUK KANCHEEPURAM DISTRICT, WITHIN THE REGISTRATION DISTRICT OF SOUTH CHENNAI.

ITEM NO.6

ALL THAT PIECE AND PARCEL OF THE VACANT LAND COMPRISED IN SURVEY NO. 631/1A PART TO A FULL EXTENT OF 22 CENTS IS SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK , NOW PALLAVARAM TALUK , KANCHEEPURAM DISTRICT.

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ITEM NO.7

ALL THAT PIECE AND PARCEL OF THE VACANT LAND COMPRISED IN SURVEY NO. 631/1A PART TO A FULL EXTENT OF 44 CENTS IS SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK, KANCHEEPURAM DISTRICT, WITHIN THE SUB REGISTRAR OFFICE OF KUNDRATHUR AND REGISTRATION DISTRICT OF SOUTH CHENNAI.

ITEM NO.8

ALL THAT PIECE AND PARCEL OF THE VACANT LAND COMPRISED IN SURVEY NO. 626/2 PART TO A FULL EXTENT OF 1 ACRE AND 07 CENTS IS SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK, KANCHEEPURAM DISTRICT.

ITEM NO.9

ALL THAT PIECE AND PARCEL OF THE VACANT LAND COMPRISED IN SURVEY NO. 626/1B TO A FULL EXTENT OF 17 CENTS IS SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK, KANCHEEPURAM DISTRICT.

ITEM NO.10

ALL THE PIECE AND PARCEL OF THE VACANT LAND COMPRISED IN SURVEY NUMBER 631/2 TO A FULL EXTENT OF 1 ACRE IS SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHAYAT, SRIPCRUMBUDUR TALUK, KANCHEEPURAM DISTRICT.

ITEM NO.11**PART-A**

ALL THE PIECE AND PARCEL OF THE VACANT HOUSE SITE BEARING PLOT NO. 339, MEASURING TO AN EXTENT OF 2731 SQUARE FEET, COMPRISED IN SURVEY NO. 631/1, SUB-DIVIDED NEW SURVEY NO. 634/1B, VIDE PATTA NO. 9273, AND FORMING PART OF THE APPROVED LAYOUT NAMEDLY " PORUR KUNDRATHUR VIJAYAM CO-OPERATIVE MAHA NAGAR PHASE - I" AS APPROVED BY CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY VIDE APPROVAL NO. PPD/LO/14/2004 WHICH DULY SIGNED BY MEMBER SECRETARY, CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHAYAT, PALLAVARAM TALUK, PREVIOUSLY SRIPCRUMBUDUR TALUK, AND KANCHEEPURAM DISTRICT.

PART- B

ALL THE PIECE AND PARCEL OF VACANT HOUSE SITE BEARING PLOT NO. 340, MEASURING TO AN EXTENT OF 780 SQUARE FEET, COMPRISED IN SURVEY NUMBERS 634/1, SUB-DIVIDED NEW SURVEY NO. 634/1C, VIDE PATTA NO. 9274, AND FORMING PART OF THE APPROVED LAYOUT NAMEDLY " PORUR KUNDRATHUR VIJAYAM CO-OPERATIVE MAHA NAGAR PHASE - I" AS APPROVED BY CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY VIDE APPROVAL NO. PPD/LO/14/2004 WHICH DULY SIGNED BY MEMBER SECRETARY, CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHAYAT, PALLAVARAM TALUK, PREVIOUSLY SRIPCRUMBUDUR TALUK, AND

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Director

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DIRECTOR



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KANCHEEPURAM DISTRICT.

PART- C

ALL THE PIECE AND PARCEL OF VACANT HOUSE SITE BEARING PLOT NO. 341, MEASURING TO AN EXTENT OF 1867 SQUARE FEET, COMPRISED IN SURVEY NUMBERS 634/1, SUB-DIVIDED NEW SURVEY NO. 634/1C, VIDE PATTA NO. 9274, AND FORMING PART OF THE APPROVED LAYOUT NAMED " PORUR KUNDRATHUR VIJAYAM CO-OPERATIVE MAHA NAGAR PHASE - I" AS APPROVED BY CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY VIDE APPROVAL NO. PPD/LO/14/2004 WHICH DULY SIGNED BY MEMBER SECRETARY, CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHAYAT, PALLAVARAM TALUK, PREVIOUSLY SRIPCRUMBUDUR TALUK, AND KANCHEEPURAM DISTRICT.

PART- D

ALL THE PIECE AND PARCEL OF VACANT HOUSE SITE BEARING PLOT NO. IX PART- A MEASURING TO AN EXTENT OF 198 SQUARE FEET, COMPRISED IN SURVEY NUMBERS 634/1, SUB-DIVIDED NEW SURVEY NO. 634/1C, VIDE PATTA NO. 9274, AND FORMING PART OF THE APPROVED LAYOUT NAMED " PORUR KUNDRATHUR VIJAYAM CO-OPERATIVE MAHA NAGAR PHASE - I" AS APPROVED BY CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY VIDE APPROVAL NO. PPD/LO/14/2004 WHICH DULY SIGNED BY MEMBER SECRETARY, CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHAYAT, PALLAVARAM TALUK, PREVIOUSLY SRIPCRUMBUDUR TALUK, AND KANCHEEPURAM DISTRICT AND PART A TO D TOTALLY MEASURING TO AN EXTENT OF 5576 SQUARE FEET, WITHIN SUB REGISTRAR OFFICE OF KUNDRATHUR AND REGISTRATION DISTRICT OF SOUTH CHENNAI.

LAND AT KANPUR

ALL THAT PIECE & PARCEL OF THE IMMOVABLE PROPERTY SITUATED AT C-6 TO C-10 & A-1 TO A-3, SITE -II, PANKI INDUSTRIAL AREA , KANPUR, UP AND E-16, E-16A, E-30B AND A-4 AREA - 61554.45 SQ .MTR

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ANNEXURE B

PROPERTY, PLANT & EQUIPMENT

(AMOUNT IN RS)

PARTICULARS		WRITTEN DOWN VALUE AS ON 30.09-2022
LAPTOP	2,944	
COMPUTER-SERVER-19/03/07-POWER	6,108	
LAPTOP	1,500	
BATTERY FOR U.P.S	4,571	
EMERSON U.P.S	17,305	
COMPUTER PRINTER(TVS)	241	
COMPUTER SERVER7383-13A	13,339	
IBM SERVER HDD 1TB 2.5" 81U-9690 (3 PCS) (BILL DATE - 29.03.16) PARTY ACC INFOTECH	3,607	
CPU CORE I3 - INTEL, MOTHERBOARD- GIGABYTE, DESKTOP HDD-SEAGATE, CABINET ATX-FOXIN, DESKTOP DDR3 RAM-STARLITE (4 PCS EACH) (BILL DATE - 21.03.16) PARTY IT HELPDESK	3,990	
CPU CORE I3 - INTEL, MOTHERBOARD- GIGABYTE, DESKTOP DDR3 RAM- STARLITE, CABINET ATX-FOXIN, HDD-WD SATA(1 PC EACH) (BILL DATE - 21.03.16) PARTY IT HELPDESK	1,034	
EXTERNAL HDD SEAGATE 3 PCS (BILL DATE - 28.03.16) PARTY IT HELPDESK	725	
COMPUTER	1,396	
COMPUTER	561	
COMPUTER	1,124	
COMPUTER	840	
LAPTOP	1,275	

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COMPUTER	850	
SCANNER	14,282	
COMPUTER	31,726	
COMPUTER	31,726	
COMPUTER	39,367	
SUB TOTAL (A)		1,78,511
GODREJ LOCKER	529	
SOFA SET	1,612	
FURNITURE	2,010	
FURNITURE	6,864	
T.V	5,065	
SUB TOTAL (B)		16,080
CANNON EOS 70D	4,533	
NOKIA 515	443	
SUB TOTAL (C)		4,976
VIBRATOR MACHINE	1,407	
CONSTRUCTION EQUIPMENT	24,995	
CONCRETE PUMP	1,04,128	
BATCHING PLANT	1,26,772	
AIR CONDITION MACHINE	5,840	
GENERATOR SET	9,945	
NOTE COUNTING MACHINE (NT-2000)	4,500	
AIR CONDITION MACHINE	8,191	
AIR CONDITION MACHINE	2,200	
AIR CONDITION MACHINE	13,633	
MICROTEK INVERTER	1,06,811	
SUB TOTAL (D)		4,08,422
MOTOR CAR MERCEDES (WB06F 3300)	48,991	
MOTOR CAR Verna CRDI (WB06 H 2556)	42,560	
MOTOR CAR INNOVA (WB06H 6165)	60,244	

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MOTOR CAR-WAGON R (WB06D 2451)	60,292	
HONDA ACTIVA (MOTOR CYCLE)	23,530	
VEHICLE NO: WB 02A K0291	2,24,781	
INNOVA CRYSTA	26,51,976	
SUB TOTAL (E)		31,12,374
GRAND TOTAL (A+B+C+D+E)		37,20,296

ADDITION MADE AFTER 30-09-2022

PARTICULARS	ACTUAL COST	(AMOUNT IN RS)
		WRITTEN DOWN VALUE AS ON 31-03-2024
MOTOR CAR TOYATA	34,05,050	31,65,764
COMPUTER	31,051	25,690
CCTV	33,147	25,814
CCTV	22,403	17,528
DISH WASHER	41,406	32,310
CCTV	7,906	6,589
CCTV	23,940	20,043
CCTV	12,950	12,653
CCTV	29,900	29,853
TOTAL	36,07,753	33,36,244

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ANNEXURE B1

OTHER INTANGIBLE ASSETS

(AMOUNT IN RS)

PARTICULARS		WRITTEN DOWN VALUE AS ON 30.09-2022
Software-MS Office 2007 Standard 3	20,930	
Software-Office Server	75,126	
Software- Adobe Reader Pro	57,431	
Software- Adobe Reader Pro	20,643	
TOTAL		1,74,130

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ANNEXURE C

FINANCIAL ASSETS - INVESTMENTS

(AMOUNT RS)

NON CURRENT	FACE VALUE	NO OF SHARES	AMOUNT
TRADE - UNQUOTED			
A) EQUITY INSTRUMENTS IN SUBSIDIARIES			
Unquoted			
RAJ CONSTRUCTION PROJECTS PVT LTD	10	18,54,450	3,44,31,513
BHAGWATI PLASTO WORKLS PVT LTD	10	5,62,870	1,12,57,400
RDB JAIPUR INFRASTRUCTURE PVT LTD	10	53,63,046	5,36,55,480
RDB MUMBAI INFRASTRUCTURES PVT LTD	10	7,000	51,00,000
RDB REAL ESTATE CONSTRUCTION PVT LTD	10	10,10,000	1,15,14,000
RDB BHOPAL HOSPITALITY PVT LTD	10	57,000	5,70,000
RDB BHOPAL INFRASTRUCUTRE PVT LTD	10	85,000	8,50,000
SUB TOTAL (A)			11,73,78,393
B) IN ASSOCIATES			
RIMJHIM VANIJYA PVT LTD	10	5,000	50,000
RDB ANIKANT ORBIT PROPERTIES PVT LTD	10	3,350	33,500
SUB TOTAL (B)			83,500
C) OTHERS			
RDB HYD INFRASTRUCTURE PVT LTD	10	9,61,600	4,39,44,218
SUB TOTAL (C)			4,39,44,218
D) INVESTMENTS IN PARTNERSHIP FIRMS			
MAS CONSTRUCTION			17,09,727
SUB TOTAL (D)			17,09,727
E)INVESTMENTS IN LIMITED LIABILITY PARTNERSHIP (LLP)			
ARISTO INFRA DEVELOPERS LLP			5,00,000
RDB CHENNAI REALTORS LLP			2,30,60,061

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NIRVANA DEVCON LLP			24,18,511
SUB TOTAL (E)			2,59,78,572
GRAND TOTAL (A+B+C+D+E)			18,90,94,410

ADDITION MADE AFTER 30-09-2022

(AMOUNT IN RS)

A) EQUITY INSTRUMENTS IN SUBSIDIARIES			
Unquoted			
GUPTA INFRASTRUCTURE INDIA PVT. LTD.	10	3,00,000	30,00,000
SUB TOTAL (A)			30,00,000
B) INVESTMENTS IN LIMITED LIABILITY PARTNERSHIP (LLP)			
RDB MEWA TOWNSHIP LLP			88,73,722
RDB ANEKANT LLP			27,79,08,721
SUB TOTAL (B)			28,67,82,443
GRAND TOTAL (A+B)			28,97,82,443

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DIRECTOR



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ANNEXURE D

OTHER FINANCIAL ASSETS

(AMOUNT RS)

SECURITY DEPOSITS GIVEN	AMOUNT
SECURITY DEPOSIT AGAINST RENT H.O.	14,07,671
SECURITY DEPOSIT - DELHI OFFICE RENT	2,00,000
SECURITY DEPOSIT ELECTRICITY UTTARPARA	6,88,350
SECURITY DEPOSIT ELECTRICITY R/CENTRE	16,47,750
SECURITY DEPOSIT ELECTRICITY REGENT KISHORI	28,200
SECURITY DEPOSIT - WBSDEL	2,30,817
SECURITY DEPOSIT ELECTRIC DELHI OFFICE	99,100
SD - IND AS PAID	21,236
SECURITY DEPOSIT - RDB REGENT RETAIL LTD	1,69,300
SECURITY DEPOSIT - ELECTRICITY WBSDEL	13,54,642
SECURITY DEPOSIT RENT CHENNAI OFFICE	18,000
TOTAL	58,65,066

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ANNEXURE E

CURRENT ASSETS – INVENTORIES

		(AMOUNT IN RS)
PARTICULARS		AMOUNT
WORK IN PROGRESS		
LAND AT BAGRU JAIPUR	2,00,46,000	
LAND ADMEASURING 1.9500 HECTARE / 7.79 BIGHA		
(KHASRA NO 241 & 242 BAGRU KHURD TEHSIL SANGANER JAIPUR .)		
(UNDER JOINT VENTURE DEVELOPMENT)		
REGISTRATION AND OTHER INCIDENTALS INCLUDING LANDSCAPING	15,77,840	2,16,23,840
WORK IN PROGRESS		
REGENT KISHORI		5,10,78,688
DEVELOPERS UNDER JOINT VENTURE AGREEMENT DATED 17-01-2017 , SANCTIONED PLAN DATED 18-11-2020		
PROPERTY LOCATED AT JL NO 35 MOUZA DUILYA P.S SHANKRAIL , HOWRAH .		
DEVELOPMENT EXPENSES		
WORK IN PROGRESS		
REGENT LAKE VIEW		11,15,12,124
DEVELOPERS UNDER JOINT VENTURE AGREEMENT DATED 11-06-2014 , SANTIONED PLAN DATED 25-02-2019.		
PROPERTY LOCATED AT JL NO 29 MOUZA ANDUL P.S SHANKRAIL , HOWRAH .		
DEVELOPMENT EXPENSES		
(EXCLUDING AREA SOLD OUT TILL 30-09-2022)		

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WORK IN PROGRESS		
LAND AT ASANSOL		20,08,17,428
ASANSOL LAND DHARMA MOUZA		
ALL THAT PIECE AND PARCEL OF LAND ADMEASURING 8.03 ACRES, MORE OR LESS (SEMI-COMMERCIAL) FORMING PART OF R.S./L.R. PLOT NOS. 212, 218, 220,221,222,226,229,230, 255,258 & 285 UNDER KHATIAN NO. 274 IN MOUZA- DHARMA, J.L. NO. 74 UNDER POLICE STATION SALANPUR DISTRICT PASHIM BARDHAMAN TOGETHER WITH BUILDING / STRUCTURE/ FACTORY SHEDS THEREON (SEMI-COMMERCIAL) HAVING TOTAL COVERED AREA 2000 SQ.FT. (TIN SHED) SITUATED AT MOUZA-DHARMA, NH-II, JUBLEE, P.O = P.S. SALANPUR, SAMDI ROAD, ASANSOL, BURDWAN, PIN: 721101.	5,55,57,428/-	
ASANSOL LAND PALASHDIHA MOUZA		
LAND AND BUILDING AT ASANSOL UNIT; VILLAGE: PALASHDIHA PANCHGACHIA ROAD, KANYAPUR, ASANSOL, W.B.-713341 ADMEASURING 6.535 ACRES. LAND IN THE NAME OF SHRI ASHOK GUTGUTIA AND / OR BURNPUR CEMENT LIMITED. ALL THAT PIECE AND PARCEL OF LANDED AREA & BUILDING THEREON LOCATED AT MOUZA- PALASHDIHA, ASANSOL, R.S. PLOT NO. 84, 87, 93, 94, 95, 96, 97, 98, 99, 102, 103, 104, 105, 108, 109, 110, 116, 120, 121. & 122. LR, PLOT NO. 87, 99, 103, & 108, COVER UNDER DEED NO. 3664, 3747, & 3617, OF 1988, 5077, 5078, 5503, 1982, 1377, 847 & 1395 OF 1990, 2300 & 2301 OF 1992, 5657 & 5660 OF 2011, GIFT DEED NO. 5272 OF 1999.	14,52,60,000/-	
FINISHED STOCK		
REGENT GANGA PH II		14,45,560
LOCATED AT 6K GT ROAD , UTTARPARA KOTRUNG , WARD NO 5 .		
UNSOLD FLAT NO 3/3D,GROUND FLOOR GC, 1ST FLOOR 3A , 4TH FLOOR 4A , 1ST FLOOR 1C , 2ND FLOOR 2B , 3RD FLOOR 3C , 2ND FLOOR 2B (TOTAL AREA 14,223 SQ.FT)		
CONSTRUCTED ON LAND BELONGED TO THE COMPANY UNDER JOINT VENTURE WITH DEVELOPERS		

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REGENT CENTRE (STAR MALL)		2,92,80,356
LOCATED AT 9K GT ROAD , UTTARPARA KOTRUNG , WARD NO 5 .		
COMMERCIAL SPACE IN GROUND FLOOR , 1ST FLOOR AND 2ND FLOOR ADMEASURING 29,766 SQ.FT.		
REGENT ENCLAVE - I		6,76,126
FLAT NO 6 / 6A BLOCK 6 , ADMEASURING 1153.SQFT LOCATED AT MOUZA MONDALGANTHI, POLICE STATION RAJARHAT, KOLKATA		
RESIDENTIAL FLAT AT DELHI		1,01,00,675
GROUND FLOOR AREA 133.65 SQ.MTR. LOCATED AT SAFDARGUNJ , NEW DELHI . (SINCE SOLD OUT)		
MILLENIUM TOWER – HALDIA		3,20,05,851
ALL THAT THE LAND MEASURING G+8 STORIED BUILDING CONSTRUCTED UPON THE LAND ALLOTTED BY HDA VIDE LETTER OF ALLOTMENT DATED 15TH NOVEMBER 2000 VIDE MEMO NO. 1729/HAD/XV-7 SITUATE AND LYING AT DISTRICT MEDINIPUR MOUZA DURGACHAK J. L. NO. 135, PLOT NUMBERS (SPECIFIED WITH C.S. NO.: 172, 173, 174, 175, 122 & 163 AREA OF PLOTS: 0.735 ACRE, NAME OF POLICE STATION DURGACHAK AT HALDIA (FORMERLY SUTAHATA) UNDER SUTAHATA SUB REGISTER (ADSR) TOGATHER WITH THE BENEFIT OF THE SANCTIONED PLAN DATED 06.06.2002 APPROVED BY THE HALDIA MUNICIPALITY ALONG WITH TENANCY, LEASE RIGHTS, RENTAL & OTHER RECEIVABLES ETC. ATTACHED WITH THE PROPERTY.		
LAND AND PROPERTY AT CHENNAI AMARPRAKASH PART A		31,67,01,883
ALL THAT PIECE AND PARCEL OF THE LAND		

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<p>COMPRISED IN SURVEY NUMBERS WITH AN EXTENT SITUATED AT NO.92,THIRUMUDIVAKKAM VILLAGE, THIRUMDIVAKKAM VILLAGE PANCHAYAT, SRIPERUMBUDUR TALUK AND KANCHEEPURAM DISTRICT, SITUATED WITHIN THE REGISTRATION DISTRICT OF CHENNAI SOUTH AND SUB REGISTRATION DISTRICT OF PADAPPAI.</p> <p>SURVEY NUMBERS- 258/2 PART, 511/2A2 PART, 512/2 PART, 506 PART, 511/2B2, 511/3B, 511/1 PART, 511/2B1, 511/3A, 511/2A1 PART, 258/2PART, 262/2B2 PART, 510, 512/3, 258/2 PART,507 PART, 259/2 PART, 262/2B2 PART.</p> <p>EXTENT IN CENTS- 117, 2.77, 55.84, 170.49, 3, 15, 29.31,5, 36, 7.64, 9, 11, 92, 73, 100, 140.98, 81.31, 34.12</p> <p>ADMEASURING EXTENT OF 10 ACRES AND 60.46 CENTS, EXCLUDING AREA SOLD OUT TILL 30TH SEPTEMBER 2022.</p>		
PART B		
ALL THAT PARCLE OAF APARTMENT UNITS HAVING THE BUILDUP AREA AND UNDIVIED EXTENT OF LAND AS MENTIONED BELOW :-		
ITEM No. I (a)		
AN UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 2170 SQ.FT. , OF LAND RIGHT, TITLE AND INTEREST IN THE SCHEDULE-A LAND AND BUILDING TO AN EXTENT OF 9079 SQ.FT., IN THE FIFTH FLOOR OF THE BUILDING NAMED AS HAPPINESS TOWER, WITHIN THE REGISTRATION SUB DISTRICT OF PADAPPAI AND REGISTRATION DISTRICT OF SOUTH CHENNAI.		
ITEM No. I (b)		
AN UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 2160 SQ.FT. , OF LAND RIGHT, TITLE AND INTEREST IN THE SCHEDULE-A LAND AND BUILDING TO AN EXTENT OF 8993 SQ.FT., IN THE FOURTH FLOOR OF THE BUILDING NAMED AS HAPPINESS TOWER, WITHIN THE REGISTRATION SUB DISTRICT OF PADAPPAI AND REGISTRATION DISTRICT OF SOUTH CHENNAI.		

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ITEM No. I (c)		
AN UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 391 SQ.FT. , OF LAND RIGHT, TITLE AND INTEREST IN THE SCHEDULE-A LAND AND BUILDING TO AN EXTENT OF 1637 SQ.FT., IN THE SIXTH FLOOR OF THE BUILDING NAMED AS HAPPINESS TOWER, WITHIN THE REGISTRATION SUB DISTRICT OF PADAPPAL AND REGISTRATION DISTRICT OF SOUTH CHENNAI.		
ITEM No. I (d)		
AN UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 2150 SQ.FT. , OF LAND RIGHT, TITLE AND INTEREST IN THE SCHEDULE-A LAND AND BUILDING TO AN EXTENT OF 8948 SQ.FT., IN THE THIRD FLOOR OF THE BUILDING NAMED AS HAPPINESS TOWER, WITHIN THE REGISTRATION SUB DISTRICT OF PADAPPAL AND REGISTRATION DISTRICT OF SOUTH CHENNAI.		
ITEM No. I (e)		
AN UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 840 SQ.FT. , OF LAND RIGHT, TITLE AND INTEREST IN THE SCHEDULE-A LAND AND BUILDING TO AN EXTENT OF 3505 SQ.FT., IN THE STILT FLOOR OF THE BUILDING NAMED AS HAPPINESS TOWER, WITHIN THE REGISTRATION SUB DISTRICT OF PADAPPAL AND REGISTRATION DISTRICT OF SOUTH CHENNAI.		
CLUB AURUM - CONVENTION CENTER		
ITEM NO.2		
ALL THAT PIECE AND PARCEL OF LAND MEASURING 82.38 CENTS COMPRISED IN SURVEY NO. 255/1A1A SITUATED AT THIRUMUDIVAKKAM VILLAGE, THIRUMUDIVAKKAM VILLAGE PANCHYAT, SRIPERUMBUDUR TALUK AND KANCHEEPURAM DISTRICT, WITHIN THE REGISTRATION DISTRICT OF SOUTH CHENNAI AND SUB - REGISTRAR OFFICE OF PADAPPAL.		

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ITEM NO.3		
ALL THAT PIECE AND PARCEL OF LAND MEASURING 37.75 CENTS COMPRISED IN SURVEY NO. 262/1A1A (VIDE PATTa NO. 1486) SITUATED AT THIRUMUDIVAKKAM VILLAGE, THIRUMUDIVAKKAM VILLAGE PANCHYAT, SRIPERUMBUDUR TALUK AND KANCHEEPURAM DISTRICT, WITHIN THE REGISTRATION DISTRICT OF SOUTH CHENNAI AND SUB - REGISTRAR OFFICE OF PADDAPAI.		
ITEM NO.4		
ALL THAT PIECE AND PARCEL OF LAND MEASURING 92 CENTS COMPRISED IN SURVEY NO. 713/1 HAVING PATTa NO. 1492, SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK, NOW PALLAVARAM TALUK, KANCHEEPURAM DISTRICT, WITHIN THE REGISTRATION DISTRICT OF SOUTH CHENNAI AND SUB - REGISTRAR OFFICE OF KUNDRATHUR.		
ITEM NO.5		
ALL THAT PIECE AND PARCEL OF LAND MEASURING 1.26 ACRES, COMPRISED IN SURVEY NO. 714 AND 58 SENTS COMPRISED IN SURVEY NO. 713/2, HAVING PATTa NO. 1366, IN SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK, NOW PALLAVARAM TALUK KANCHEEPURAM DISTRICT, WITHIN THE REGISTRATION DISTRICT OF SOUTH CHENNAI.		
ITEM NO.6		
ALL THAT PIECE AND PARCEL OF THE VACANT LAND COMPRISED IN SURVEY NO. 631/1A PART TO A FULL EXTENT OF 22 CENTS IS SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK, NOW PALLAVARAM TALUK, KANCHEEPURAM DISTRICT.		

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Director

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Rashmi Singh

DIRECTOR



ITEM NO.7		
ALL THAT PIECE AND PARCEL OF THE VACANT LAND COMPRISED IN SURVEY NO. 631/1A PART TO A FULL EXTENT OF 44 CENTS IS SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK , KANCHEEPURAM DISTRIC, WITHIN THE SUB REGISTRAR OFFICE OF KUNDRATHUR AND REGISTRATION DISTRIC OF SOUTH CHENNAI.		
ITEM NO.8		
ALL THAT PIECE AND PARCEL OF THE VACANT LAND COMPRISED IN SURVEY NO. 626/2 PART TO A FULL EXTENT OF 1 ACRE AND 07 CENTS IS SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK , KANCHEEPURAM DISTRICT.		
ITEM NO.9		
ALL THAT PIECE AND PARCEL OF THE VACANT LAND COMPRISED IN SURVEY NO. 626/1B TO A FULL EXTENT OF 17 CENTS IS SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHYAT, SRIPERUMBUDUR TALUK , KANCHEEPURAM DISTRICT.		
ITEM NO.10		
ALL THE PIECE AND PARCEL OF THE VACANT LAND COMPRISED IN SURVEY NUMBER 631/2 TO A FULL EXTENT OF 1 ACRE IS SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHAYAT, SRIPCRUMBUDUR TALUK, KANCHEEPURAM DISTRICT.		
ITEM NO.11		
PART-A		
ALL THE PIECE AND PARCEL OF THE VACANT HOUSE SITE BEARING PLOT NO. 339, MEASURING TO AN EXTENT OF 2731 SQUARE FEET, COMPRISED IN SURVEY NO. 631/1, SUB-DIVIDED NEW SURVEY NO. 634/1B, VIDE PATT A NO. 9273, AND FORMING PART OF THE APPROVED LAYOUT NAMELY " PORUR KUNDRATHUR VIJAYAM CO-OPERATIVE MAHA		

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<p>NAGAR PHASE - I" AS APPROVED BY CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY VIDE APPROVAL NO. PPD/LO/14/2004 WHICH DULY SIGNED BY MEMBER SECRETARY, CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHAYAT, PALLAVARAM TALUK, PREVIOUSLY SRIPCRUMBUDUR TALUK, AND KANCHEEPURAM DISTRICT.</p>		
<p>PART- B</p>		
<p>ALL THE PIECE AND PARCEL OF VACANT HOUSE SITE BEARING PLOT NO. 340, MEASURING TO AN EXTENT OF 780 SQUARE FEET, COMPRISED IN SURVEY NUMBERS 634/1, SUB-DIVIDED NEW SURVEY NO. 634/1C, VIDE PATTA NO. 9274, AND FORMING PART OF THE APPROVED LAYOUT NAMELY " PORUR KUNDRATHUR VIJAYAM CO-OPERATIVE MAHA NAGAR PHASE - I" AS APPROVED BY CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY VIDE APPROVAL NO. PPD/LO/14/2004 WHICH DULY SIGNED BY MEMBER SECRETARY, CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHAYAT, PALLAVARAM TALUK, PREVIOUSLY SRIPCRUMBUDUR TALUK, AND KANCHEEPURAM DISTRICT.</p>		
<p>PART- C</p>		
<p>ALL THE PIECE AND PARCEL OF VACANT HOUSE SITE BEARING PLOT NO. 341, MEASURING TO AN EXTENT OF 1867 SQUARE FEET, COMPRISED IN SURVEY NUMBERS 634/1, SUB-DIVIDED NEW SURVEY NO. 634/1C, VIDE PATTA NO. 9274, AND FORMING PART OF THE APPROVED LAYOUT NAMELY " PORUR KUNDRATHUR VIJAYAM CO-OPERATIVE MAHA NAGAR PHASE - I" AS APPROVED BY CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY VIDE APPROVAL NO. PPD/LO/14/2004 WHICH DULY SIGNED BY MEMBER SECRETARY, CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHAYAT, PALLAVARAM TALUK,</p>		

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Indeep Singh
DIRECTOR



PREVIOUSLY SRIPCRUMBUDUR TALUK, AND KANCHEEPURAM DISTRICT.		
PART- D		
ALL THE PIECE AND PARCEL OF VACANT HOUSE SITE BEARING PLOT NO. IX PART- A MEASURING TO AN EXTENT OF 198 SQUARE FEET, COMPRISED IN SURVEY NUMBERS 634/1, SUB-DIVIDED NEW SURVEY NO. 634/1C, VIDE PATTA NO. 9274, AND FORMING PART OF THE APPROVED LAYOUT NAMELY " PORUR KUNDRATHUR VIJAYAM CO-OPERATIVE MAHA NAGAR PHASE - I" AS APPROVED BY CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY VIDE APPROVAL NO. PPD/LO/14/2004 WHICH DULY SIGNED BY MEMBER SECRETARY, CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY SITUATED AT KUNDRATHUR VILLAGE, KUNDRATHUR TOWN PANCHAYAT, PALLAVARAM TALUK, PREVIOUSLY SRIPCRUMBUDUR TALUK, AND KANCHEEPURAM DISTRICT AND PART A TO D TOTALLY MEASURING TO AN EXTENT OF 5576 SQUARE FEET, WITHIN SUB REGISTRAR OFFICE OF KUNDRATHUR AND REGISTRATION DISTRICT OF SOUTH CHENNAI.		

ADDITION MADE AFTER 30-09-2022

LAND AT KANPUR		
ALL THAT PIECE & PARCEL OF THE IMMOVABLE PROPERTY SITUATED AT C-6 TO C-10 & A-1 TO A-3, SITE -II, PANKI INDUSTRIAL AREA , KANPUR, UP AND E-16, E-16A, E-30B AND A-4 AREA - 61554.45 SQ .MTR		38,25,61,196/-

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ANNEXURE F

FINANCIAL ASSETS - TRADE RECEIVABLES

(AMOUNT IN RS)	
PARTICULARS	AMOUNT
TRADE RECEIVABLE - RDB CONSTRUCTION - HALDIA	4,27,981
TRADE RECEIVABLE - REGENT SQUARE - SURAT	9,15,193
TRADE RECEIVABLE - CHENNAI AMAR PRAKASH	1,40,962
TRADE RECEIVABLE - REGENT CENTRE	2,90,147
TOTAL	17,74,283

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DIRECTOR



ANNEXURE G

FINANCIAL ASSETS – CASH & CASH EQUIVALENTS

(AMOUNT IN RS)

PARTICULARS		AMOUNT
CASH BALANCE		
CASH IN HAND - HALDIA	6,710	
CASH IN HAND - UTTARPARA	2,078	
CASH IN HAND - SURAT	1,34,239	
CASH IN HAND - H.O.	21,699	1,64,726
BANK BALANCES		
PUNJAB NATIONAL BANK	10491011000818	3,835
PARK STREET BRANCH KOLKATA		
PUNJAB NATIONAL BANK	10491131000989	62,432
11 R N MUKHERJEE ROAD, KOLKATA		
AXIS BANK LIMITED	047010200033318	1,08,691
DIGVIJAY TOWER, GHOD DOD ROAD, SURAT		
AXIS BANK LIMITED	921020039945824	(36,59,220)
NANGALURU BRANCH, CHENNAI		
HDFC BANK LTD 50200013448838		2,44,958
FIXED DEPOSITS		
AXIS BANK LIMITED	922040055770250	2,60,00,000
AXIS BANK LIMITED	922050052554805	60,00,000
TOTAL		2,89,25,422

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DIRECTOR

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ANNEXURE H

FINANCIAL ASSETS – OTHER FINANCIAL ASSETS

(AMOUNT IN RS)

	PARTICULARS		AMOUNT
A	LOAN GIVEN		
	ARISTO INFRA DEVELOPERS LLP	14,26,31,004	
	EARTH ELEMENTS DEVELOPMENT CO. PVT. LTD.	4,00,00,000	
	GUPTA INFRASTRUCTURE INDIA PVT LTD	1,12,83,11,449	
	RDB ANEKANT ORBIT PROPERTIES PVT LTD.	18,00,000	
	TOTAL (A)		131,27,42,453
B	ADVANCE GIVEN		
	ADVANCE AGAINST PROPERTIES	8,94,00,000	
	ADVANCE FOR EXPENSES	62,901	
	ADVANCE R/CENTRE UTTARPARA	15,000	
	ADVANCES ANDUL ROAD PROJECTS	18,47,260	
	ADVANCE TO CONTRACTORS	4,32,487	
	ADVANCE TO STAFF	1,52,367	
	ADVANCE TO PARTIES HALDIA	3,395	
	ADVANCE TO PARTIES SURAT	91,707	
	ADVANCE TO PARTIES	4,85,82,298	
	ADVANCE TO PARTIES BHOPAL	52,21,700	
	ADVANCE TO PARTIES RAIPUR	4,43,69,212	
	ADVANCE TO SUPPLIERS	2,28,87,703	
	TOTAL (B)		21,30,66,030
	TOTAL (A + B)		1,52,58,08,483

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ANNEXURE I

FINANCIAL LIABILITIES – BORROWINGS

(AMOUNT IN RS)

	PARTICULARS	AMOUNT
A	Secured Loan : Axis Bank Ltd -922060050076599	47,50,61,937
	Secured Loan : Axis Bank Ltd -922060050076599 (current maturities)	6,12,57,019
	TOTAL (A)	53,63,18,956
B	Secured Loan : Axis Bank Ltd -922060051941191	9,29,50,000
	Secured Loan : Axis Bank Ltd -922060051941191 (current maturities)	57,00,000
	TOTAL (B)	9,86,50,000
	GRAND TOTAL (A + B)	63,49,68,956

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ANNEXURE J

OTHER FINANCIAL LIABILITIES

SUNDRY DEPOSITS TAKEN

		(AMOUNT IN RS)
	PARTICULARS	AMOUNT
	SUNDRY DEPOSIT TAKEN	
	ABHISHEK KUMAR YADAV	6,60,000
	ACC LIMITED	19,80,000
	AIRPLAZA RETAIL HOLDING PVT LTD	37,93,335
	DEWAR'S GARAGE LTD	5,40,000
	MORE RETAILS PVT LTD	7,73,550
	GIRIK INFRA PROJECT PVT LTD	9,00,000
	TITAGARH WAGONS LTD	1,52,000
	INFINITI RETAIL LTD	5,32,000
	SEC DEP RECEIVED IND AS	71,696
	ARVIND MILLS LIMITED	3,15,000
	INDUS TOWER LIMITED	90,000
	SECURITY DEPOSIT AGAINST RENT SURAT	3,80,548
	SELBURROSE TRADING LLP	7,20,000
	TOTAL	1,09,08,129

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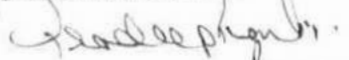


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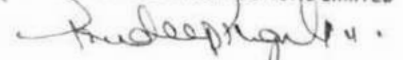
ANNEXURE K**CURRENT LIABILITIES****FINANCIAL LIABILITIES – BORROWINGS**

		(AMOUNT IN RS)
	PARTICULARS	AMOUNT
A	UNSECURED LOANS	
	ASSOCIATED FINANCE CO. LTD.	4,89,438
	HOOGLY APARTMENT PVT LTD	52,77,372
	KANKARIA TEXTILE PVT LTD	17,40,224
	MULTANMUL KISHANLAL PVT LTD	1,81,31,588
	BHAGWATI BUILDERS & DEVELOPMENT PVT LTD	37,17,843
	NTCIL INFRASTRUCTURE PVT LTD	1,15,77,942
	NTCIL REAL ESTATE PVT LTD	2,97,007
	NTC INDUSTRIES LTD	32,59,28,768
	RAJ CONSTRUCTION PROJECT PVT LTD	7,18,468
	RDB RASAYANS LTD	16,99,22,369
	REGENT MOTOR PVT LTD	1,60,03,767
	YMS FINANCE PVT LTD	61,10,544
	LINTON CONSULTANT PVT. LTD.	1,02,90,663
	SOUTH EAST INDUSTRIAL DEV. LTD.	10,00,00,000
	TOTAL (A)	67,02,05,993
B	SECURED LOAN	
	TOYOTA FINANCIAL SERVICES INDIA LTD.	19,87,168
	TOTAL (B)	19,87,168
	TOTAL (A + B)	67,21,93,161

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ANNEXURE L

CURRENT LIABILITIES

FINANCIAL LIABILITIES – TRADE AND OTHER PAYABLES

(AMOUNT IN RS)

PARTICULARS	AMOUNT
RENT PAYABLE _H.O.	10,36,800
SALARY PAYABLE	8,52,684
SUNDRY CREDITORS - PINCHA HOME	45,22,749
OTHER PAYABLE REGENT CENTRE	22,750
SUNDRY CREDITORS - REGENT ENCLAVE - II	9,754
SUNDRY CREDITORS - REGENT GANGA PH II	17,500
SUNDRY CREDITORS - HEAD OFFICE	7,44,731
SUNDRY CREDITORS - REGENT START MALL	12,57,934
SUNDRY CREDITORS - REGENT L VIEW _SERVICE	3,33,579
SUNDRY CREDITORS - REGENT LAKE VIEW	33,07,553
SUNDRY CREDITORS - STEM WORLD SCHOOL	1,79,402
TOTAL	1,22,85,436

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ANNEXURE M

CURRENT LIABILITIES

FINANCIAL LIABILITIES – OTHER FINANCIAL LIABILITIES

(AMOUNT IN RS)

	PARTICULARS	AMOUNT
A	ADVANCE FROM PARTIES	
	P S GROUP REALTY PVT LTD	5,00,00,000
	NIRVANA DEVCON LLP	14,40,00,000
	RDB BHOPAL HOSPITALITY PVT LTD	50,67,522
	SWASTIKA SPV PVT. LTD.	63,70,000
	YMS HOSPITALITY PVT LTD	6,96,000
	ADVANCES FROM PARTY CHENNAI	85,01,400
	TOTAL (A)	21,46,34,922
B	OUTSTANDING STATUTORY PAYMENT	8,92,016
	TOTAL (B)	8,92,016
	TOTAL (A + B)	21,55,26,938

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Radheep Singh
Director

RDB REAL ESTATE CONSTRUCTIONS LIMITED

Radheep Singh
DIRECTOR



ANNEXURE N

CURRENT LIABILITIES – OTHER CURRENT LIABILITIES

(AMOUNT IN RS)	
PARTICULARS	AMOUNT
ADVANCES FROM CUSTOMERS	
ADVANCES FROM CUSTOMERS - HALDIA	7,93,00,000
ADVANCES AGAINST MAINTENANCE - R GANGA	46,71,635
ADVANCES FROM CUSTOMERS - CHENNAI PROPERTY	1,40,69,569
ADVANCE AGAINST CONTRACT - HYT	1,00,00,000
ADVANCE AGAINST LAND - JAIPUR	75,17,250
ADVANCE AGAINST REGENT CENTRE STAR MALL	1,16,050
ADVANCE AGAINST REGENT GANGA PH II	63,88,838
ADVANCE AGAINST REGENT LAKE VIEW	7,98,74,104
ADVANCE FROM CUSTOMERS R_ENCLAVE	17,47,296
ADVANCE FROM CUSTOMERS R_SONARPUR	6,57,553
REFUNDABLE AGAINST CANCELLATION R_CENTRE	5,98,666
REFUNDABLE AGAINST CANCELLATION R_LAKE VIEW	2,00,000
TOTAL	20,51,40,961

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Deep Singh
Director

RDB REAL ESTATE CONSTRUCTIONS LIMITED

Deep Singh
DIRECTOR



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