

OFFICE OF THE NATIONAL COMPANY LAW TRIBUNAL KOLKATA BENCH
C.A. (CAA) No.396/KB/2017

In the matter of: Section 230 and 232 of the Companies Act, 2013 - And -

In the matter of: The Companies (Compromise, Arrangements and Amalgamations) Rules, 2016 - And -

In the matter of: Infinity Finance Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Infinity", Plot-A3, Block-GP, Sector-V Salt Lake, Kolkata 700091 - And -

In the matter of: Infinity Townships Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot - A3, Block GP, Sector V, Salt Lake, Electronics Complex, Kolkata 700091 - And -

In the matter of: Infinity Jalpur Knowledge City Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot-A3, Block GP, Sector V, Salt Lake, Electronics Complex, Kolkata 700091 - And -

In the matter of: Infinity Infotech Parks Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot - A3, Block GP, Sector V, Salt Lake, Kolkata 700091 - And -

1. Infinity Finance Limited
2. Infinity Townships Private Limited
3. Infinity Jalpur Knowledge City Private Limited
4. Infinity Infotech Parks Limited

Advertisement of Notice of the Meetings of the Creditors

NOTICE is hereby given that by an order dated the 16th day of October, 2017, the Hon'ble National Company Law Tribunal, Kolkata Bench has directed that separate meetings be held of the Secured Creditors of Infinity Township Privatelimited and Infinity Infotech Parks Limited, being the Applicant Nos. 2 and 4 respectively abovenamed and Unsecured Creditors of Infinity Finance Limited, Infinity Township Private Limited, Infinity Jalpur Knowledge City Private Limited And Infinity Infotech Parks Limited, being the Applicant Nos. 1 to 4 abovenamed for the purpose of considering and if thought fit, approving, with or without modification, the proposed Scheme of Amalgamation of the Applicant nos. 1 to 3 with the Applicant No. 4.

In pursuance of the said order and as directed therein, further notice is hereby given that separate meetings of the Secured Creditors of Applicant company nos. 2 and 4 and Unsecured Creditors of Applicant company nos. 1, 2, 3 and 4 (collectively referred to as Applicant Companies) will be held at "Infinity", Plot - A3, Block-GP Sector-V Salt Lake Kolkata - 700091 on Monday, the 27th November 2017 at the following times when you are requested to attend at the concerned meeting(s) :-

- I. Secured Creditors of Infinity Township Private Limited at 2:30 P.M.
- II. Secured Creditors of Infinity Infotech Parks Limited at 3:00 P.M.
- III. Unsecured Creditors of Infinity Finance Limited at 3:30 P.M.
- IV. Unsecured Creditors of Infinity Township Private Limited at 4:00 P.M.
- V. Unsecured Creditors of Infinity Jalpur Knowledge City Private Limited at 4:30 P.M.
- VI. Unsecured Creditors of Infinity Infotech Parks Limited at 5:00 P.M.

Copies of the said Scheme of Amalgamation and of the Statement under Section 230(3) can be obtained free of charge at the registered offices of the said Applicant Companies or at the office of their Advocates, Khaitan & Co. Advocates, Emerald House, 15, Old Post Office Street, Kolkata - 700001.

Persons entitled to attend and vote at the said meeting or meetings, as the case may be, may vote in person or by proxy, provided that a proxy in the prescribed form is deposited at the registered offices of the concerned Applicant companies as aforesaid not later than 48 hours before the respective meeting(s).

Form of Proxy can be had at the registered office of the concerned Applicant Companies.

The Tribunal has appointed Mr. S. M. Gupta, Practising Company Secretary, to be the Chairperson of the respective meetings of the Secured Creditors of Applicants 2 and 4 and Unsecured Creditors of Applicants 1, 2, 3 and 4.

The abovementioned Scheme of Amalgamation, with or without modification, if approved at the aforesaid meetings, will be subject to the subsequent approval of the Hon'ble National Company Law Tribunal, Kolkata.

Dated this October 27, 2017
Sd/- S M Gupta
Chairperson Appointed for the Meetings

PRISURE PROMOTION & TRADINGS LTD.
CIN: L65963WB1993PLC035776
Admn. Office: Jain Bhawan, 12, Bhagat Singh Marg, New Delhi - 110001
Regd. Office: 19, Esplanade Mansions, Kolkata-700 099 - Tel: +91 11 23361738
E-mail: prisurepromotion@gmail.com

NOTICE
The meeting of Board of Directors of the Company will be convened on 14th November 2017 at Jain Bhawan, 12, Bhagat Singh Marg, New Delhi-110001 at 11:30 A.M. to take on the record the unaudited financial results of the company for the quarter ended 30th September 2017.

For Prisure Promotion & Tradings Ltd. (Gaurav Lodha) Director
DIN: 03414211
Adm. Jain Bhawan, 12, Bhagat Singh Marg, New Delhi - 110001
13.10.2017

(A Govt. of India Undertaking) Phone: _____

POSSESSION NOTICE (For Immovable property)

Whereas the undersigned being the Authorized Officer of the United Bank of India under the 5th Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred by the Security Interest (Enforcement) Rules, 2002, issued Demand Notice(s) upon the amount mentioned in the Notice(s) within 60 days from the date of the said Notice(s). The Borrower(s) having failed to repay the amount, notice is hereby given to the Borrower(s), undersigned has taken possession of the properties described hereunder in exercise of power said Act read with Rule (6) of the said rules on the date mentioned below against their names. The Borrower(s) in particular and the public in general are hereby cautioned not to deal with property will be subject to the charge of United Bank of India for the amount(s)

Sr. No.	Name of the A/c, Name of Borrower/Guarantor & Branch	1) Date of Demand Notice 2) Date of Possession Notice 3) Claim Amount as per demand Notice (* plus uncharged interest)	Des
1.	Smt. Anuradha Ganguli W/o. Sri Binwaj Kumar Ganguli Uttarpara Branch	1) 01.07.2017 2) 24.10.2017 3) ₹. 63,08,006.80*	All that part and parcel of Plot No. 2594, Hal Tola-10, R.S. Durgam Commercial space No. measuring 1245 sq. ft. on a 13635/2013 on the second I. Panchayat, P.S. Rajbati in Smt. Anuradha Ganguli, Equ. Butted and bounded by Common Passage & Stair Common Passage
2.	Sri Saugat Bakshi Uttarpara Branch	1) 12.04.2016 2) 24.10.2017 3) ₹. 284878.00*	All that part and parcel of Plot No. 2594, Hal Tola-10, R.S. Durgam Commercial space No. measuring 1245 sq. ft. on a 13635/2013 on the second I. Panchayat, P.S. Rajbati in Smt. Anuradha Ganguli, Equ. Butted and bounded by Common Passage & Stair Common Passage

Date: 26-10-2017, Place: Uttarpara

PONNI SUGARS (ERODE) LIMITED
CIN: L15422 TN 1996 PLC 037200
Regd. Office: "ESVIN House" 3, Rajiv Gandhi Salai (OMR), Perungudi, Chennai
Phone: 044-39279300 Fax: 044-24960156, Email: admin@ponnis
Investor Grievance ID: investor@ponnisugars.com. Web: www.ponni

Unaudited Financial Results for the Quarter and Six months ended 30th Sep

Particulars	Quarter ended 30.09.2017	Year to date 30.09.2017	Quarter ended 30.09.2016
Total Income from Operations	9158	13425	7477
Net Profit / (Loss) for the period (before tax and Exceptional Items)	1226	1426	1373
Net Profit / (Loss) for the period before tax (after Exceptional Items)	1226	1426	1378
Net Profit / (Loss) for the period after tax (after Exceptional Items)	858	996	966
Total Comprehensive Income for the period (Comprising Profit / (Loss) for the period (after tax) and Other Comprehensive Income (after tax))	426	236	4276
Equity Share Capital	860	860	860
Other Equity (excluding Revaluation Reserve) as shown in the Unaudited Balance Sheet of the previous year	-	-	-
Earnings Per Share (Face Value ₹10/- each) - Basic and Diluted	9.98	11.58	11.23

Notes:
1. The above is an extract of the detailed format of Quarterly Financial Results filed with Regulation 33 of the SEBI (Listing Obligations & Disclosure Requirements) Regulations. Quarterly Financial Results are available on the websites of the Company at www. Exchanges - BSE (www.bseindia.com) and NSE (www.nseindia.com)
2. There is no extraordinary item.

SHRIRAM HOUSING FINANCE LIMITED
Registered Office at Office No. 123, Angapaa Nalcken Street, Chennai - 600 007
Head Office at 3 Level, Worknadar Towers, East Wing C-2 Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 51.

NOTICE IS HEREBY GIVEN THAT THE BELOW MENTIONED BORROWER(S) WHO HAVE DEFAULTED IN THE REPAYMENT OF FACILITY OBTAINED BY THEM FROM SHRIRAM HOUSING FINANCE LIMITED AND THEIR LOAN ACCOUNTS HAVE BEEN CLASSIFIED AS NON-PAYING UNDER SECTION 13(1) OF THE SECURITIZATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND INDEBTEDNESS ACT, 2002 (SARFAESI ACT) ON THEIR LAST KNOWN ADDRESSES, BUT THEY HAVE BEEN RETURNED UN INFORMED BY WAY OF THIS PUBLIC NOTICE.

S. No.	Name and Address of the Borrower 1 & 2 Loan No. & Loan Amount	Details of Mortgage Properties/Address of Secured Assets to be Enforced	Date of Demand Notice
1.	Mr. Arindam Sarkar and Mrs. Debjani Ghosh both having address at 35/1, Purbaok Sarada Apartment, 3 rd Floor, 9 th St. Post Office, Mukundapur, Purba Jadabpur, Dist. South 24 Parganas, Kolkata-700099 Also at: Flat No.3a, 3 rd Floor, Premises No.18a, Sarat Ghosh Garden Road, Ward No.91, Ps Kasba, And Kolkata-700031 LOAN A/C NO. - SHLBART0000009 LOAN AMOUNT - Rs. 23,77,718.00/- (Rupees Twenty Three Lakhs Seventy Seven Thousand Seven Hundred and Eighteen only)	All that one self contained flat being flat No. 3A on the 3 rd floor East-South-West side of the building, measuring about 600 Sq.ft and 120 Sq.ft covered Garage on the ground floor be the same little more or less including Super Built-up area of the (G+3) storied building situated at Kolkata Municipal Corporation Holding No. 18A, Sarat Ghosh Garden Road, PS-Kasba, District-South 24-Parganas, Kolkata-700099, under K.M.C. ward No. 91 constructed on plot measuring more or less 3 (three) Cottah, In Mouza- Dhakuria, being Kolkata Municipal Corporation Premises No. 18A, Sarat Ghosh Garden Road, Dhakuria, Police Station- Kasba, Kolkata-700031 within the Kolkata Municipal Corporation Ward No.91, Borough-X, in the District of South 24 Parganas which is butted and bounded as follows- ON THE NORTH: House of Dr. Kaushik Seal, ON THE SOUTH: 15 ft wide common passage, ON THE EAST: House of Harigopal Mukhopadhyay, ON THE WEST: 20 ft wide C.M.C. Road	18.10.17
2.	Mr. Sujit Kumar Chhabria And Mrs. Bharti Debi Chhabria both having address at: C/W 38, Rabindra Nagar, PS. Rabindra Nagar, Kolkata - 700018 LOAN A/C NO. - SLPHBART0000045 LOAN AMOUNT - Rs. 12,37,955.00/- (Rupees Twelve Lakhs Thirty Seven Thousand Nine Hundred and Fifty Five only)	ALL THAT PIECE AND PARCEL OF THE NORTHERN SIDE FLAT WITH CEMENTED FLOOR ON THE GROUND FLOOR OF THE THREE STORIED BUILDING HAVING SUPER BUILT UP AREA 890 SQ.FT MORE OR LESS. CONSTRUCTED ON BASTU LAND MEASURING AN AREA OF 5 COTTAS MORE OR LESS COMPRISING IN DAG NOS.296 & 299, KHATIAN NO. 112, UNDER MOUZA AKRA MAHESHTALA MUNICIPALITY, WARD NO. 7, MUNICIPAL HOLDING NO. C5 - 37/982, RABINDRA NAGAR BY LANE-7, J.L. NO.1, TOUZI NO. 3	18.10.17

NOTICE OF NCLT CONVENED MEETINGS OF SECURED CREDITORS OF INFINITY TOWNSHIP PRIVATE LIMITED AND INFINITY INFOTECH PARKS LIMITED AND UNSECURED CREDITORS OF INFINITY TOWNSHIP PRIVATE LIMITED, INFINITY TOWNSHIP PRIVATE LIMITED, INFINITY JAIPUR KNOWLEDGE PRIVATE LIMITED AND INFINITY INFOTECH PARKS LIMITED

Date:	NOVEMBER 27,2017
Day:	MONDAY
Time:	I Secured Creditors of INFINITY TOWNSHIP PRIVATE LIMITED at 2:30 P.M. II Secured Creditors of INFINITY INFOTECH PARKS LIMITED at 3:00 P.M. III. Unsecured Creditors of INFINITY FINANCE LIMITED at 3:30 P.M. IV. Unsecured Creditors of INFINITY TOWNSHIP PRIVATE LIMITED at 4:00 P.M. V. Unsecured Creditors of INFINITY JAIPUR KNOWLEDGE CITY PRIVATE LIMITED at 4:30 P.M. VI. Unsecured Creditors of INFINITY INFOTECH PARKS LIMITED at 5:00 P.M.
Venue:	"Infinity", Plot-A3, Block-GP, Sector-V Salt Lake Kolkata 700091

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH

C.A. (CAA) No.396/KB/2017

In the matter of:
Section 230 and 232 of the Companies Act, 2013;
And

In the matter of:
The Companies (Compromise, Arrangements and
Amalgamations) Rules, 2016;
And

In the matter of:
Infinity Finance Limited, a company incorporated
under the provisions of the Companies Act, 1956
and having its registered office at "Infinity", Plot-
A3, Block-GP, Sector-V Salt Lake Kolkata 700091
And

Infinity Townships Private Limited, a company
incorporated under the provisions of the
Companies Act, 1956 and having its registered
office at Plot-A3 , Block GP, Sector V, Salt Lake,
Electronics Complex, Kolkata 700 091
And

Infinity Jaipur Knowledge City Private Limited, a
company incorporated under the provisions of the
Companies Act, 1956 and having its registered
office at Plot-A3 , Block GP, Sector V, Salt Lake,
Electronics Complex, Kolkata 700 091
And

In the matter of:
Infinity Infotech Parks Limited, a company
incorporated under the provisions of the
Companies Act, 1956 and having its registered
office at Plot-A3, Block GP, Sector V, Salt Lake,
Kolkata 700 091.

In the matter of:
1. Infinity Finance Limited
2. Infinity Townships Private Limited
3. Infinity Jaipur Knowledge City Private
Limited
4. Infinity Infotech Parks Limited

..... Petitioners.

**NOTICE AND ADVERTISEMENT OF NOTICE OF THE MEETINGS
OF THE SHAREHOLDERS AND CREDITORS**

NOTICE is hereby given that by an order dated the 16th day of October, 2017, the Hon'ble National Company Law Tribunal, Kolkata Bench has directed that separate meetings be held of the Secured Creditors of INFINITY TOWNSHIP PRIVATE LIMITED and INFINITY INFOTECH PARKS LIMITED, being the applicant nos. 2 and 4 respectively abovenamed and Unsecured Creditors of INFINITY FINANCE LIMITED, INFINITY TOWNSHIP PRIVATE LIMITED, INFINITY JAIPUR KNOWLEDGE CITY PRIVATE LIMITED and INFINITY INFOTECH PARKS LIMITED, being the applicant nos. 1 to 4 abovenamed for the purpose of considering and if thought fit, approving, with or

without modification, the proposed Scheme of Amalgamation of the Applicant nos. 1 to 3 with the Applicant no. 4.

In pursuance of the said order and as directed therein, further notice is hereby given that separate meetings of the Secured Creditors of Applicant company nos. 2 and 4 and Unsecured Creditors of Applicant company nos. 1, 2, 3 and 4 (collectively referred to as Applicant Companies) will be held at "Infinity", Plot-A3, Block-GP, Sector-V Salt Lake Kolkata 700091 on Monday, the 27th November 2017 at the following times when you are requested to attend at the concerned meeting(s):-

- I. Secured Creditors of INFINITY TOWNSHIP PRIVATE LIMITED at 2:30 P.M.
- II. Secured Creditors of INFINITY INFOTECH PARKS LIMITED at 3:00 P.M.
- III. Unsecured Creditors of INFINITY FINANCE LIMITED at 3:30 P.M.
- IV. Unsecured Creditors of INFINITY TOWNSHIP PRIVATE LIMITED at 4:00 P.M.
- V. Unsecured Creditors of INFINITY JAIPUR KNOWLEDGE CITY PRIVATE LIMITED at 4:30 P.M.
- VI. Unsecured Creditors of INFINITY INFOTECH PARKS LIMITED at 5:00 P.M.

Copies of the said Scheme of Amalgamation and of the Statement under Section 230(3) can be obtained free of charge at the registered offices of the said Applicant Companies or at the office of their Advocates, Khaitan & Co, Advocates 1B, Old Post Office Street, 1st Floor, Kolkata- 700 001, Attn: Trivikram Khaitan, Advocate.

Persons entitled to attend and vote at the said meeting or meetings, as the case may be, may vote in person or by proxy, provided that a proxy in the prescribed form is deposited at the registered offices of the concerned Applicant companies as aforesaid not later than 48 hours before the respective meeting(s).

Form of Proxy can be had at the registered office of the concerned Applicant Companies.

The Tribunal has appointed Mr. S. M Gupta, Practicing Company Secretary to be the Chairperson of the respective meetings of the Secured Creditors of Applicants 2 and 4 and Unsecured Creditors of Applicants 1, 2, 3 and 4.

The abovementioned Scheme of Amalgamation, with or without modification, if approved at the aforesaid meetings, will be subject to the subsequent approval of the Hon'ble National Company Law Tribunal, Kolkata.

Dated this October 27, 2017

Sd/-
S M GUPTA
CHAIRPERSON APPOINTED FOR THE MEETINGS

NOTES:

1. Explanatory Statement pursuant to Section 102 and Section 230(3) of the Companies Act, 2013 read with Rule 6 of the Companies (Compromise, Arrangement and Amalgamation) Rules, 2016 in respect of special business set out above is annexed hereto.
2. Creditors of the concerned company entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself. Proxy form is enclosed with the Notice. The Form of Proxy duly completed should, however, be deposited at the Registered Office of the respective companies not less than 48 hours before the commencement of the related meetings. All alterations made in the Form of Proxy should be initialed.

3. The concerned creditors or his / their proxy are requested to bring copy of the notice to the meeting and produce the attendance slip (enclosed with this Notice) duly completed and signed at the entrance of the meeting venue. The concerned creditors may vote in the meeting either in person or by proxies.
4. During the period beginning 24 hours before the time fixed for the commencement of the meeting(s) and ending with the conclusion of the meeting(s), a creditor would be entitled to inspect the proxies lodged at any time during the business hours of the Company.
5. Corporate creditors who send their representative to attend the meeting are requested to send a certified true copy of the Board resolution to the related applicant company, authorizing the representative to attend and vote at the meeting.
6. A copy of the Scheme of Amalgamation, Explanatory Statement and Proxy Form may also be obtained from the Registered Office of the concerned company.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH

C.A. (CAA) No.396/KB/2017

In the matter of:
Section 230 and 232 of the Companies Act, 2013;
And

In the matter of:
The Companies (Compromise, Arrangements and
Amalgamations) Rules, 2016;
And

In the matter of:
Infinity Finance Limited, a company incorporated
under the provisions of the Companies Act, 1956
and having its registered office at "Infinity", Plot-
A3, Block-GP, Sector-V Salt Lake Kolkata 700091
And

Infinity Townships Private Limited, a company
incorporated under the provisions of the
Companies Act, 1956 and having its registered
office at Plot-A3 , Block GP, Sector V, Salt Lake,
Electronics Complex, Kolkata 700 091
And

Infinity Jaipur Knowledge City Private Limited, a
company incorporated under the provisions of the
Companies Act, 1956 and having its registered
office at Plot-A3 , Block GP, Sector V, Salt Lake,
Electronics Complex, Kolkata 700 091
And

In the matter of:
Infinity Infotech Parks Limited, a company
incorporated under the provisions of the
Companies Act, 1956 and having its registered
office at Plot-A3, Block GP, Sector V, Salt Lake,
Kolkata 700 091.

In the matter of:

1. INFINITY FINANCE LIMITED
2. INFINITY TOWNSHIPS PRIVATE LIMITED
3. INFINITY JAIPUR KNOWLEDGE CITY
PRIVATE LIMITED
4. INFINITY INFOTECH PARKS LIMITED

..... Petitioners.

Statement under Section 230(3) of The Companies Act, 2013 read with Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

- I. Pursuant to the order dated the 16th day of October, 2017 passed by the Hon'ble National Company Law Tribunal, Kolkata Bench, the accompanying notice has been sent for convening the meetings of the of INFINITY TOWNSHIP PRIVATE LIMITED and INFINITY INFOTECH PARKS LIMITED, being the applicant nos. 2 and 4 respectively abovenamed and Unsecured Creditors of INFINITY FINANCE LIMITED, INFINITY TOWNSHIP PRIVATE LIMITED, INFINITY JAIPUR KNOWLEDGE CITY PRIVATE LIMITED and INFINITY INFOTECH PARKS LIMITED, being the applicant nos. 1 to 4 abovenamed for the purpose of considering and, if thought fit, approving with or without modifications, the proposed Scheme of Amalgamation of Infinity Finance Limited, Infinity Township Private Limited, Infinity Jaipur Knowledge City Private Limited with Infinity Infotech Parks Limited and their respective shareholders.

Infinity Finance Limited ("Applicant no. 1" or "IFL") is a registered NBFC Company and is engaged in the business of investment in shares & securities. **Infinity Township Private Limited** ("Applicant no. 2" or "ITPL") is carrying on the business of real estate development activities. **Infinity Jaipur Knowledge City Private Limited** ("Applicant no. 3" or "IJKCPL") is carrying on the business of real estate business for development of knowledge cities , however the company is yet to start construction activities and **Infinity Infotech Parks Limited** ("Applicant no. 4" or "Transferee Company") is engaged in the business of developing and maintenance of buildings for IT and ITES enabled entities, Industrial parks, Computer Integrated building including investments in Joint ventures/ other bodies corporate. However the **IFL, ITPL and IJKPL**, are wholly owned subsidiaries of the Transferee Company.

II. DETAILS OF THE APPLICANT COMPANIES INVOLVED IN THE SCHEME OF AMALGAMATION

A. INFINITY FINANCE LIMITED

- (i) **CIN No.:** U65993WB2007PLC116085
- (ii) **PAN No.:** AABCI6980R
- (iii) **Date of Incorporation:** 25th day of May, 2007.
- (iv) **Type of Company:** Unlisted Public Company registered with Reserve Bank of India as Non Banking Financial Company.
- (v) **Registered office and e-mail address:** "Infinity", Plot-A3, Block-GP, Sector-V Salt Lake Kolkata 700091, e-mail: amajumdar@infinityitpark.com
- (vi) **Summary of Main Object as per the Memorandum of Association and the main business carried on by IFL:**

"III (A) 1. To carry on business of an investment company to provide industrial finance and to underwrite, sub-

underwrite, to invest in and acquire, hold, sell, buy or otherwise deal in shares, debentures, debenture stocks, bonds, units, obligations and securities issued by Government as well as those issued by municipalities or Public Authorities or Bondless and shares, stocks, debentures, debenture-stocks bonds, obligations and securities issued and/or guaranteed by any company, corporation or firm incorporated or established in India, real estate's or properties either out of its own funds or out of funds that the company, might borrow by issue of debentures or from bankers or otherwise howsoever in any other manner whatsoever & to manage investment pools syndicates in shares, stocks, securities, finance and real estate.

III (B) 9. *To amalgamate with any company or companies having objects altogether or in part similar to those of this Company or any other Company, subject to the provisions of sections 391 to 394 of the Companies Act, 1956.*

IFL at present is engaged is engaged in the business of investment in shares & securities.

(vii) **Details of change of name, registered office and objects during the last five years:**

There is no change in the name, registered office & objects of IFL during last 5 Years

(viii) **Details of the capital structure:** The Authorised Share Capital of IFL is Rs.2,00,00,000/- divided into 20,00,000 Equity Shares of Rs.10/- each. The Issued, Subscribed and Paid up Share Capital is Rs.85,00,000/- divided into 8,50,000 Equity Shares of Rs.10/- each all fully paid up.

(ix) **Names of the directors along with their addresses:**

S. No	Names of the Directors	Address
1.	Rishi Jalan DIN: 00560652	CA-9, Sanjeeva Town Bungalow Estate, Kochpukur, Newtown, Kolkata 700156
2.	Piyush Kedia DIN: 01401431	29N, B-Block, New Alipore, Kolkata 700053
3.	Satish Kumar Kalbalia DIN: 02700924	201 VIP (Kaikhali Main Road) New Panchawati Complex 2nd Floor Flat No 2D Kolkata 700052

B. INFINITY TOWNSHIP PRIVATE LIMITED

(i) **CIN No.:** U45201WB2004PTC099130

(ii) **PAN No.:** AABCI3833K

(iii) **Date of Incorporation:** 15th day of July, 2004

- (iv) **Type of Company:** Unlisted Private Company
- (v) **Registered office and e-mail address:** Plot-A3 , Block GP, Sector V, Salt Lake, Electronics Complex, Kolkata 700 091; e-mail: amajumdar@infinityitpark.com
- (vi) **Summary of Main Object as per the Memorandum of Association and the main business carried on by ITPL:**

"III (A) 1. *To carry on the business of constructing, reconstructing, creating, operating executing, developing, improving, altering, decorating, furnishing, maintaining all types of infrastructural facilities required for socio-economic development including social infrastructure related facilities in township projects such as roads, ropeways, highway projects, tramways, docks, harbors, canals, quarries farms, tanks, marine works, water supply, sewage, drainage, sanitation, construction of basement for waste gas, installation of electric lines, electric lights, power supply works, hotels, health and medicine, education, sports, amusement parks, township development including construction of housing complexes, flats, houses, apartments, building sites, commercial complexes, multiplexes, restaurants, markets, shops, workshops, mills, factories, warehouses, cold storages, wharves, godowns, hotels, hostels, gardens, swimming pools, playgrounds, industrial structures etc. and to otherwise del in or dispose of the same and to manage land, building, and other properties, whether belonging to the Company or not and to collect rents and income and to supply tenants and occupiers and other refreshments and attendants, lights, waiting rooms, reading rooms, meeting rooms, electric and other convenience commonly provided in flats, suits, residential and business units and to act as architects, consultants, designers, developers, builders, contractors, estate agents, merchants, and dealers in building requisites and materials, and providing necessary equipments and facilities either on its own or through private sector participation, joint venture etc. or such other facilities as may be required for attaining its objects.*

III B 9. *To amalgamate with any company or companies having objects altogether or in part similar to those of this Company or any other Company, subject to the provisions of Sections 391 to 394 of the Companies Act, 1956."*

The Company at present is carrying on the business of real estate development activities.

- (vii) **Details of change of name, registered office and objects during the last five years:**

There is no change in the name, registered office & objects of the Company during last 5 years.

- (viii) **Details of the capital structure:** The Authorised Share Capital of the ITPL is Rs.10,00,000/- divided into 1,00,000 Equity Shares of Rs.10/- each. The Issued, Subscribed and Paid up Share Capital is Rs.8,51,000/- divided into 85,100 Equity Shares of Rs.10/- each all fully paid up.

(ix) **Names of the directors along with their addresses:**

S. No	Name of the Directors	Address
1.	Piyush Bajoria DIN: 00330248	17/1C, Alipore Road Niharika Building Kolkata - 700027
2.	Rishi Jalan DIN: 00560652	CA-9, Sanjeeva Town Bungalow Estate, Kochpukur, Newtown, Kolkata 700156
3.	Chandra Shekhar Ray DIN: 01727810	Purbasa Park, South Roy Nagar Kolkata 700070

C. INFINITY JAIPUR KNOWLEDGE CITY PRIVATE LIMITED

- (i) **CIN No.:** U80902WB2007PTC114724
- (ii) **PAN No.:** AABCI6609R
- (iii) **Date of Incorporation:** 27th day of March, 2007
- (iv) **Type of Company:** Unlisted Private Company
- (v) **Registered office and e-mail address:** Plot-A3 , Block GP, Sector V, Salt Lake, Electronics Complex, Kolkata 700 091; e-mail: amajumdar@infinityitpark.com
- (vi) **Summary of Main Object as per the Memorandum of Association and the main business carried on by IJKCPL:**

III (A)1. *To carry on business and activities of parting of knowledge and learning system by running and establishing institutions, education centers, computer centers for advancement of knowledge whether general, professional, vocational technical and to acquire, establish, promote and run or otherwise manage such centers for imparting training in all fields of knowledge base education, to provide system-engineering services, related technical and consultancy services, feasibility studies and related open learning techniques, import or technical know-how in the field of computers or imparting education or teachers training in areas, like Management, Engineering, Multimedia and information Technology, design Techniques, Fashion Design, textile Design, Language and fine arts and to do the business of developing, constructing, reconstructing, creating, operating, executing, improving, altering, decorating, furnishing, maintaining allow types of infrastructural facilities, software, Technology park, computer integrated towers, builders, information technology, telecommunication electronics and other allied services and any estate or interest therein, any right over or connected with land and buildings so situated and construct for the promotion of educational activities, develop to turn the same to account as may seem expedient by preparing building sites, flats, houses, workshops, restaurants, apartment, hostels, gardens, swimming pools, playgrounds or to acquire or set up or establish building, stadium, arena, gymnasium, fold course, shooting range etc., and to manage land, building, medical college, nursing colleges, dental colleges and any other allied medical colleges, nursing homes, health clinics, medical*

diagnostic centers including operation theater, pathological centers, orthopedics, surgical training –ray units, radiology and radio therapy units, laboratories, research centers, nature cure centers and all other types of medical centers including different and allied branches of medical and surgical treatment or campus recruitment teacher and professional training education of all standards for that purpose to acquire land and or buildings, hostels, plants, equipment, accessories, instruments, gadgets, medical preparation.

III B9. *To amalgamate with any company or companies giving objects altogether or in part similar to those of this Company or any other Company, subject to the provisions of Sections 291 to 394 of the Companies Act, 1956."*

The Company at present is carrying on the business of real estate business for development of knowledge cities , however the company is yet to start construction activities.

(vii) **Details of change of name, registered office and objects during the last five years:** IJKCPL was incorporated on the 27th day of March, 2007 as a private company limited by shares under the provisions of the Companies Act, 1956 under the name and style of 'Infinity Power Private Limited'. Thereafter on 29th December, 2009, the name was changed to its present one and IJKCPL obtained fresh certificate of incorporation consequent to change of name from the Registrar of Companies, West Bengal

(viii) **Details of the capital structure:** The Authorized Share Capital of IJKCPL is Rs 10,00,000/- divided into 1,00,000 Equity Shares of Rs 10/- each. The Issued, Subscribed and Paid up Share Capital of IJKCPL is Rs 1,00,000/- divided into 10,000 Equity Shares of Rs 10/- each fully paid up.

(ix) **Names of the directors along with their addresses:**

S. No	Name of the Directors	Address
1.	Piyush Bajoria DIN: 00330248	17/1C, Alipore Road Niharika Building Kolkata 700027
2.	Bimalendra Nath Mojumder DIN: 00467798	Himadri Apartments, Flat No. 1008 22, Ballygunge Park Road Kolkata 700019
3.	Ajay Kumar Jalan DIN: 01727740	119/B, Muktaram Babu Street, Kolkata 700007

D. **INFINITY INFOTECH PARKS LIMITED**

(i) **CIN No.:** U17122WB1991PLC053828

(ii) **PAN No.:** AABCI0692J

(iii) **Date of Incorporation:** 13th day of December, 1991

(iv) **Type of Company:** Unlisted Public Company

(v) **Registered office and e-mail address:** Plot-A3 , Block GP, Sector V,

(vi) **Summary of Main Object as per the Memorandum of Association and the main business carried on by the Transferee Company:**

- III(A) 1. *To acquire by purchase, exchange, Lease, Tenancy, thika tenancy on rent or hire or otherwise and or to hold transfer, assign, alienate, dispose off and or grant lease and or Tenancy of and or dispose off or otherwise deal with any immovable properties including lands, buildings, structures, hereditaments or any tenure, nature or description and any hereditaments of any tenure, nature or description and any estate or interest therein with or without any fixtures, fittings, furniture, plant and machinery and or other properties lying therein and or connected therewith and rights over and or connected with immovable properties including agricultural lands, (arms, gardens, orchards, grove, plantation and any estate or any interest therein against instant payment and or payment on deterred or installment basis and to develop/promote all or any of such Immovable properties by preparing building sites and or by constructing, reconstructing, adding to and or altering, improving, renovating, decorating, furnishing, and or maintaining lands, buildings, houses, flats, markets, shops, offices, godowns, cold-storages, workshops, works, factories, mills, plants, hotels, garden, and all other conveyances of all kinds and or by connecting or sub-dividing such properties and providing various services to building owners and tenants for value/consideration.*
- III (A) 2. *To develop and set up computer integrated building in India and abroad, to manufacture, products/equipments for such building construction and to deal in arrange for leasing and franchising integrated products and equipments for construction of such building and to render technical consultancy services thereof.*
- III (A) 3. *To finance industrial enterprises out of surplus funds, of the Company, whether by way of making loans or advances to or by subscribing to the Capital or) Private Industrial Enterprises in India and/or to lend money to firms, persons or companies on such condition as may be seen expedient and also to guarantee the performance of contracts by any persons, Companies or firms provided that the Company shall not carry on the business of banking.*
- III(B) 6. *To amalgamate, enter into partnership or into any arrangement for sharing profits or into any union of interest, joint adventure, reciprocal concession or co-operation with any person or persons or Governmental authorities or company or companies carrying on, or engaged in, or engage in any business or transaction which this Company is authorized to carry on or engage in or any business or transaction capable of bearing conducted so as directly or indirectly to benefit this Company.*

The Company at present is engaged in the business of developing and maintenance of buildings for IT and ITES enabled entities, Industrial

parks, Computer Integrated building including investments in Joint ventures/ other bodies corporate.

(vii) **Details of change of name, registered office and objects during the last five years:** The Transferee Company was incorporated on the 13th day of December, 1991 as a public company limited by shares under the provisions of Companies Act, 1956 under the name and style of "Ganpati Apparels Trexim Limited". The name of the Transferee Company was changed to "Globsyn Webel Limited" with effect from 2nd day of August, 1995. The name of the Transferee Company was changed to its existing name with effect from 12th day of February, 2002.

(viii) **Details of the capital structure:** The Authorised Share Capital of the Transferee Company is Rs.30,00,00,000/- divided into 3,00,00,000 Equity Shares of Rs.10/- each. The Issued, Subscribed and Paid up Share Capital of the Transferee Company is Rs.2,00,000,000/- divided into 2,00,00,000 Equity Shares of Rs.10/- each fully paid up.

(ix) **Names of the directors along with their addresses:**

S. No	Name of the Directors	Address
1.	Sundaresan Radhakrishnan DIN: 00009818	66 Jodhpur Park 3rd Floor Kolkata 700068
2.	Sujit Poddar DIN: 00041438	AK-127 Sector II Salt Lake Kolkata 700091
3.	Sunand Sharma DIN: 00275238	1623B, The Magnolias, DLF Golf Links, DLF Phase 5, Galleria DLF-IV Gurgaon 122009
4.	Ravindra Chamaria DIN: 00276104	Flat 5A, Hastings Park Road, Hastings Garden Kolkata 700027
5.	Pulak Chamaria DIN: 00276186	Flat 5A, Hastings Park Road, Hastings Garden Kolkata 700027
6.	Rajeshwar Kumar Khanna DIN: 00334990	11, Middleton Row LIC Building Kolkata 700071
7.	Probir Chandra Chatterjee DIN: 00436800	Flat 410, Goldern Sands 1 Mankool Road Dubai PB8153
8.	Aninda Chatterjee DIN: 00436800	1B, Bldg -1, Ganguly Apartments 8 Dr Ashutosh Sastri Road, Beliaghata Kolkata 700010

III. SALIENT FEATURES OF THE SCHEME

The salient features of the Scheme are summarized for your convenience as follows:-

A. **"Appointed Date"** means the 1st day of April, 2016.

- B. **“Effective Date”** means the later of the dates on which the certified copies of the order of the Hon'ble High Court at Calcutta sanctioning the Scheme are filed with the Registrar of Companies, Kolkata by the Transferee Company and the Transferor Companies.
- C. The Scheme was approved at the Board Meetings of the Applicant Companies held on 19th day of September, 2016 and 26th September, 2016 respectively. All the Directors of the Applicant Companies approved the Scheme and the same was duly passed through unanimous consent of the Board. All the Directors voted and participated for approving the Scheme at the said Board Meetings. None voted against.
- D. Immediately after the Effective Date and transfer taking place upon this scheme becoming operative the shares held by the Transferee Company and the Transferor Companies interse shall be cancelled and no shares shall be issued by the Transferee Company as the transferor Companies are wholly owned subsidiary companies of the transferee Company.
- E. The Scheme does not affect the rights of the Creditors of the Transferor Companies and the Transferee Company. There will not be any reduction in amounts payable to the Creditors of the Transferor Companies and the Transferee Company post sanctioning of the Scheme.
- F. The intended rationale for, and benefits of, the present Scheme of Amalgamation:
- (i) To achieve synergistic integration and consolidation of the businesses presently being carried by the Transferor companies, which shall be beneficial to the shareholders, creditors and employees of such companies and to the interest of public at large, as such amalgamation would create greater synergies between the businesses of the companies and would enable them to have better access to financial, technical experiences and as well increase the managerial efficiencies substantially, while effectively pooling out the technical, and other marketing skills of each other.
 - (ii) The Transferor Companies and the Transferee Company are engaged in similar lines of business and intend to achieve synergies in economies of scale, efficiency, cost optimization, product placement, stability of operations, marketing and sale promotions initiatives by consolidating the business operations of all the Transferor Companies and the Transferee Company;
 - (iii) Greater integration, enhancement of financial strength and flexibility for the combined entities, to capitalize on future expected growth in infrastructure business within and outside the country;
 - (iv) Greater efficiency in cash management of the combined entity and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund growth opportunities, to further improve shareholder's value;

- (v) Combined entity will have the strengthened leadership in the industry in terms of consolidated asset base, consolidated revenues;
- (vi) Simplification of the group structure by streamlining and restructuring the business operations under a single entity;
- (vii) Improved organizational capability and leadership, arising from the pooling of human capital that has the diverse skills, talent and vast experience to compete successfully in an increasingly regulated and competitive industry;
- (viii) Greater leverage in operations planning and process optimization and enhanced flexibility in its operations;
- (ix) Result in enhancing the scale of operations and reduction in and / or optimization in overheads costs, administrative, managerial and other expenditure, operational rationalization, organizational efficiency, and optimal utilization of various resources and also benefiting from economies of scale;
- (x) Consolidate the managerial expertise of the companies' involved thereby giving additional strength to the operations and management of the Transferee Company resulting into expansion of the combined business;
- (xi) The Amalgamation is in the interest of the shareholders, creditors and all other stakeholders of the respective companies and is not prejudicial to the interests of the concerned shareholders, creditors or the public at large; and
- (xii) Result in realizing value of assets and increase in net worth. The Transferee Company will have the ability to optimize on its large asset base, which would facilitate enhancement of the shareholder value.

G. The outstanding liability of the Applicant Companies towards secured creditors and unsecured creditors as on 30.09.2017 is as follows

S. No	Entity name	Secured Creditors	Unsecured Creditors
1.	Infinity Finance Limited	-----	360837375
2.	Infinity Townships Private Limited	11,10,85,664	55,49,13,185
3.	Infinity Jaipur Knowledge City Private Limited	-----	320000
4.	Infinity Infotech Parks Limited	2,85,78,91,323	4,56,76,718

IV. DISCLOSURE ABOUT THE EFFECT OF THE SCHEME ON NON-PROMOTERS, KEY MANAGERIAL PERSONNEL, DIRECTORS, ETC.

- A. Disclosure about the effect of the Scheme of Amalgamation on:
- (i) Equity Shareholders and Creditors: The Scheme would not be prejudicial to the interests of the shareholders and/ or creditors of the Transferor Companies and the Transferee

Company. There is no likelihood that any secured or unsecured creditor would lose or be prejudiced as a result of the Scheme being passed nor are their rights sought to be modified in any manner. Hence, the Scheme will not cast any additional burden on the shareholders and/ or creditors of the Transferor Companies or the Transferee Company, nor will it affect the interest of any of the shareholders and/ or creditors post Amalgamation.

- (ii) Key managerial personnel and Employees: The Key Managerial Personnel ("KMPs") and the employees of the Transferor Companies in service shall be deemed to have become the KMPs and employees of the Transferee Company without interruption in their service. Further, the terms and conditions of their employment with the Transferee Company (i.e. cost-to-company basis, in monetary terms) shall not be less favourable than those applicable to them with reference to their employment with the Transferor Companies.
- (iii) Directors: The implementation of the proposed Scheme shall not adversely affect the Directors of the Transferor Companies and the Transferee Company.
- (iv) Non-promoter members: The implementation of the proposed Scheme shall not adversely affect the non promoter members of the Transferor Companies and the Transferee Company.
- (v) Depositors: Not applicable as there are no depositors in the Transferor Companies and the Transferee Company.
- (vi) Debenture holders: Not applicable as there are no debenture holders in the Transferor Companies and the Transferee Company.
- (vii) Deposit trustee and debenture trustee: Not applicable as there are no deposit trustees or debenture trustees in the Transferor Companies and the Transferee Company.

B. Disclosure about the effect of the Scheme of Amalgamation on material interests of:

- (i) Key managerial personnel: None of the Key Managerial Personnel ("KMPs") of the Transferor Companies and the Transferee Company have any material interest in the said Scheme except as employees in general.
- (ii) Directors: None of the Directors of the Transferor Companies and the Transferee Company have any material interest in the said Scheme except as shareholders in general, the extent of which will appear from the Register of the Directors' Shareholding maintained by the Transferor Companies and the Transferee Company.
- (iii) Debenture Trustee: Not applicable as there are no debenture holders in the Transferor Companies and the Transferee Company.

V. Pre and post Amalgamation shareholding pattern:

Infinity Finance Limited (Pre and post Amalgamation Shareholding Pattern)			
Names of the Equity Shareholders	As on Appointed date 01/04/2016	Latest as on 30/09/2017	Post Merger (To be issued by Transferee Company)
Infinity Infotech Parks Ltd.	8,49,940	8,49,940	-----
Pulak Chamaria jointly with Infinity Infotech Parks Ltd.	10	10	-----
Madhu Sudan Chokhani jointly with Infinity Infotech Parks Ltd.	10	10	-----
Rishi Jalan jointly with Infinity Infotech Parks Ltd.	10	10	-----
Rakesh Bhawsinghka jointly with Infinity Infotech Parks Ltd.	10	10	-----
Piyush Chandra Goenka jointly with Infinity Infotech Parks Ltd.	10	10	-----
Satish Kalbalia jointly with Infinity Infotech Parks Ltd.	10	10	-----

Infinity Townships Private Limited (Pre and post Amalgamation Shareholding Pattern)			
Names of the Equity Shareholders	As on Appointed date 01/04/2016	Latest as on 30/09/2017	Post Merger (To be issued by Transferee Company)
Infinity Infotech Parks Ltd.	85,040	85,040	-----
Gouri Shankar Bajoria jointly with Infinity Infotech Parks Ltd.	10	10	-----
Madhu Sudan Chokhani jointly with Infinity Infotech Parks Ltd.	10	10	-----
Rishi Jalan jointly with Infinity Infotech Parks Ltd.	10	10	-----
Piyush Kedia jointly with Infinity Infotech Parks Ltd.	10	10	-----
Piyush Bajoria jointly with Infinity Infotech Parks Ltd.	10	10	-----
Satish Kalbalia jointly with Infinity Infotech Parks Ltd.	10	10	-----

Infinity Jaipur Knowledge City Private Limited (Pre Amalgamation Shareholding Pattern)			
Names of the Equity Shareholders	As on Appointed date 01/04/2016	Latest as on 30/09/2017	Post Merger (To be issued by Transferee Company)
Infinity Infotech Parks Ltd.	9940	9940	-----
Gouri Shankar Bajoria jointly with Infinity Infotech Parks Ltd.	10	10	-----
Piyush Kedia jointly with Infinity Infotech Parks Ltd.	10	10	-----
Piyush Bajoria jointly with Infinity Infotech Parks Ltd.	10	10	-----
Satish Kalbalia jointly with Infinity Infotech Parks Ltd.	10	10	-----
Madhu Sudan Chokhani jointly with Infinity Infotech Parks Ltd.	10	10	-----
Rishi Jalan jointly with Infinity Infotech Parks Ltd.	10	10	-----

Infinity Infotech Parks Limited (Pre Amalgamation Shareholding Pattern)			
Names of the Equity Shareholders	No. of Shares	Face Value per share	% of holding
Alternative Power & Fuel (India) Pvt. Ltd.	78,07,736	78,07,736	78,07,736
Forum Real Estate Pvt. Ltd.	54,84,600	54,84,600	54,84,600
Ravindra Chamaria	1,00,000	1,00,000	1,00,000
Sushma Chamaria	2,50,000	2,50,000	2,50,000
Pulak Chamaria	10,32,000	10,32,000	10,32,000
Priyanka Agarwal	10,00,000	10,00,000	10,00,000
Kanta Jalan	5,000	5,000	5,000
Nupur Chamaria	2,50,000	2,50,000	2,50,000
BDG Global P Ltd	7,11,615	7,11,615	7,11,615
Global Synergies Ltd	2,100	2,100	2,100
Globsyn Innoventures P Ltd	2,14,502	1,83,860	1,83,860
Bikram Dasgupta	1,528	1,528	1,528
Ranjana Dasgupta	1,800	1,800	1,800
Ranjan Kumar	100	100	100
West Bengal Elect. Ind. Dev. Corpn Ltd.	20,06,350	20,06,350	20,06,350
Narendra Kumar Chandak	2,500	2,500	2,500
Madhu Sudan Chokhani	1,250	1,250	1,250
Piyush C. Goenka	1,250	1,250	1,250
Satish Kumar Kalbalia	1,250	1,250	1,250
Minnie Pan Consultants Pvt. Ltd.	3,750	3,750	3,750
Indeevar Impex Pvt. Ltd.	2,500	2,500	2,500
Forum Viniyog Pvt. Ltd.	73,543	73,543	73,543

Arcee Finvest Ltd.	9,67,626	9,98,268	9,98,268
Meeta Poddar	25,000	25,000	25,000
Pallavi Choraria	5,000	5,000	5,000
Sushila Chamaria	5,000	5,000	5,000
Chandra Kumar Jain	2,500	2,500	2,500
Jay Prakash Agrawal	2,500	2,500	2,500
Ramesh Kumar Khemka	2,500	-	-
Sushila Khemka	2,500	2,500	2,500
Rajeshwar Kumar Khanna	2,500	2,500	2,500
Ghanshyam Das Poddar	2,500	2,500	2,500
Nirmala Bajoria	2,500	2,500	2,500
Probir Chandra Chatterjee	2,500	2,500	2,500
Pushpa Agrawal	2,500	2,500	2,500
Satya Bhama Sureka	2,500	2,500	2,500
Nandan Bhattacharya	2,500	2,500	2,500
Ambrish Kumar Mathur	2,500	2,500	2,500
Yamini Sureka	1,500	1,500	1,500
Anjana Agrawal	1,250	1,250	1,250
Manish Agarwal	1,250	1,250	1,250
Akshay Khaitan	1,250	1,250	1,250
Sunand Sharma	1,250	1,250	1,250
Ritu Sureka	1,000	1,000	1,000
Nikunj Bubna	1,250	1,250	1,250
Salma Khatoon	500	500	500
Kalyan Kumar Roy	1,250	1,250	1,250
Anupam Roychowdhury	500	500	500
Rishi Jalan	5,000	5,000	5,000
Subodh Chandra Basak	500	500	500

- VI. There are no proceedings/ investigation pending against the Transferor Companies and the Transferee Company under Sections 210 to 217, 219, 220, 223, 224, 225, 226 & 227 of the Act.
- VIII. The Notice of the proposed meetings along with the Scheme and other related documents shall be filed with the Registrar of Companies, Regional Director, Reserve Bank of India and the Income Tax Authorities and the representation, if any, to the Scheme shall be made within fourteen days of date of NCLT order.
- IX. A copy of the Scheme setting out the terms and conditions of the proposed Amalgamation as approved by the Board of Directors of the respective Applicant Companies in their respective Board Meetings is enclosed herewith.
- X. Copies of the following documents of all the Applicant Companies are open for inspection and/or for obtaining extract or copies of the same at the respective registered offices of the Applicant Companies between 11.00 A.M. and 5.00 P.M. on any working day -
- Memorandum and Articles of Association of the applicant companies;
 - Audited Annual Accounts of the applicant companies as at 31st March 2017;
 - Copy of Scheme of Amalgamation;
 - Copy of board resolutions of the applicant companies approving the Scheme;
 - Copy of certificate from the Company's Auditors under Section 133 of the Companies Act, 2013;
 - Copy of the orders dated October 16, 2017 passed by the Tribunal;
 - Copy of the contracts or arrangements material to the Scheme; and

h) Register of Directors, shareholdings of Directors and members.

Dated: October 27, 2017
Kolkata

**SCHEME OF AMALGAMATION
OF
INFINITY FINANCE LIMITED**

INFINITY TOWNSHIPS PRIVATE LIMITED

INFINITY JAIPUR KNOWLEDGE CITY PRIVATE LIMITED

**WITH
INFINITY INFOTECH PARKS LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS**

PREAMBLE

The Scheme is divided into following parts:

- (a) **Part I** – deals with Definitions and the Share Capital
- (b) **Part II** – deals with the background and rationale of the Scheme
- (c) **Part III** – deals with the amalgamation and the general terms and conditions applicable to the Scheme
- (d) **Part IV** – deals with miscellaneous provisions.

PART – I

1. DEFINITIONS

In this Scheme unless otherwise specifically provided or repugnant to the context the following expressions shall have the following meanings:-

- 1.1 **'1956 Act'** means the Companies Act, 1956 (to the extent the same is in force).
- 1.2 **'2013 Act'** means the Companies Act, 2013 (to the extent notified and in force).
- 1.3 **"Appointed Date"** means the 1st day of April, 2016 or such other day as may be approved by the Hon'ble High Court at Calcutta.
- 1.4 **"Effective Date"** means the later of the dates on which the certified copies of the order of the Hon'ble High Court at Calcutta sanctioning the Scheme are filed with the Registrar of Companies, Kolkata by the Transferee Company and the Transferor Companies.
- 1.5 **'IFL'** means **INFINITY FINANCE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at "Infinity", Plot-A3, Block-GP, Sector-V Salt Lake Kolkata 700091, in the State of West Bengal.

- 1.6 **'IJKPL'** means **INFINITY JAIPUR KNOWLEDGE CITY PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Plot-A3 , Block GP, Sector V, Salt Lake, Electronics Complex ,Kolkata 700 091, in the State of West Bengal.
- 1.7 **'ITPL'** means **INFINITY TOWNSHIPS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Plot-A3 , Block GP, Sector V, Salt Lake, Kolkata 700 091, in the State of West Bengal.
- 1.8 **"PROCEEDINGS"** include any pending suit, appeal or any legal proceedings of whatsoever nature in any court of law, or tribunal or any judicial or quasi judicial body or any assessments proceedings before any authority under any law and also arbitration proceedings.
- 1.9 **'Scheme'** means this Scheme of Amalgamation in its present form or with any modification(s) approved or directed by the Hon'ble High Court at Calcutta.
- 1.10 The **"Transferor Companies"** means **'IFL', 'ITPL', 'IJKPL'**, or any one or all of them as the context may require.
- 1.11 The **"Transferee Company"** means **INFINITY INFOTECH PARKS LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at, Plot-A3 , Block GP, Sector V, Salt Lake, Kolkata 700 091, in the State of West Bengal.
- 1.12 **"UNDERTAKINGS OF THE TRANSFEROR COMPANIES"** means and includes:-
- (i) All the properties, assets, and liabilities of the Transferor Companies immediately before the amalgamation.
 - (ii) Without prejudice to the generality of the foregoing clause the Undertakings of the Transferor Companies shall include all properties and assets, moveable or immovable, freehold or leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate, including land, building, plant & machinery, rights in joint development agreements including rights/ title, interest in Land/Building thereon, vehicles, office equipments, faxes, computers, electric installations, investments , inventories, sundry debtors, Tax Credits (Cenvat /MAT etc.) cash and bank balance, loans and advances, leases, agency rights, goodwill, insurance and all other rights, powers and interests in or arising out of or relating to such properties together with all licenses, sanctions approvals, trademarks, copyrights, patents import entitlements, quotas, telephones, telexes or any other licenses or permissions held applied for or as may be obtained hereafter by the Transferor Companies or which the Transferor Companies are entitled

to and all debts, liabilities, duties and obligations of the Transferor Companies of whatsoever kind whether in India or abroad.

2. PRESENT SHARE CAPITAL STRUCTURE

2.1 The Authorised, Issued, Subscribed and Paid-up Share Capital of Transferee Company is as under:

AUTHORISED SHARE CAPITAL:		(Rs.)
30,000,000 Equity Shares of Rs.10/- each		300,000,000

ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL:		(Rs.)
20,000,000 Equity Shares of Rs.10/- each fully paid up.		200,000,000

2.2 The Authorised, Issued, Subscribed and Paid-up Share Capital of IFL is as under:

AUTHORISED SHARE CAPITAL:		(Rs.)
2,000,000 Equity Shares of Rs.10/- each		20,000,000

ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL: (Rs.)	
850,000 Equity Shares of Rs.10/- each fully paid up.	8,500,000

2.3 The Authorised, Issued, Subscribed and Paid-up Share Capital of ITPL is as under:

AUTHORISED SHARE CAPITAL:		(Rs.)
100,000 Equity Shares of Rs.10/- each		1,000,000

ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL: (Rs.)	
85,100 Equity Shares of Rs.10/- each fully paid up.	851,000

2.4 The Authorised, Issued, Subscribed and Paid-up Share Capital of 'IJKPL' is as under:

AUTHORISED SHARE CAPITAL:		(Rs.)
100,000 Equity Shares of Rs.10/- each		1,000,000

ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL: (Rs.)	
10,000 Equity Shares of Rs.10/- each fully paid up.	100,000

PART II

3. OBJECTIVES OF SCHEME

- 3.1 The Transferee Company is engaged in the business of developing and maintenance of buildings for IT and ITES enabled entities, Industrial parks, Computer Integrated building including investments in Joint ventures/ other bodies corporate. The Transferor Companies namely 'ITPL' is carrying on the business of real estate development activities, 'IJKPL' is carrying on the business of real estate business for development of knowledge cities , however the company is yet to start construction activities and 'IFL' a registered NBFC Company and is engaged in the business of investment in shares & securities.

- 3.2 **IFL, ITPL and IJKPL**, are wholly owned subsidiaries of the Transferee Company.
- 3.3 The Scheme will result in consolidation of business and synergies of operations and would enable the Transferee Company to participate more profitably in an increasingly competitive and liberalized market.
- 3.4 The proposed amalgamation will result in administrative and operational rationalization, organizational efficiencies, reduction in overheads and other expenses and optimal utilization of various resources of the companies concerned. The merger will result in reduction of expenses resulting in financial efficiencies of the merged entity. The amalgamation will result in formation of a larger and stronger company having greater capacity for conducting its operations and business more effectively and efficiently.

PART - III

4. TRANSFER OF UNDERTAKINGS

- 4.1 Pursuant to the provisions of this Scheme, the Transferor Companies shall be amalgamated with the Transferee Company with effect from the Appointed Date. Accordingly, the Undertakings of the Transferor Companies shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the 1956 Act, stand transferred to and vest in or be deemed to be transferred to and vest in the Transferee Company, with effect from the Appointed Date, as a going concern without any further act, deed, matter or thing (save as provided in Clause 4.4 below) so as to become on the Appointed Date, the assets (subject to encumbrances and charges, if any, existing thereon) or liabilities of the Transferee Company.
- 4.2 Subject to the other provisions of this Scheme, all licences, permissions, approvals, consents, registrations, eligibility certificates and no objection certificates obtained by the Transferor Companies for their operations and/or to which the Transferor Companies are entitled to in terms of the various statutes and/or schemes of Union and State Governments, Local bodies, judicial/quasi judicial authorities, or any other agencies, including unabsorbed MAT credit, carry forward losses/ Tax deducted at source, Tax refunds, Cenvat credit, and other tax benefits of the Transferor Companies, shall be available to and vest in the Transferee Company, without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company.
- 4.3 The transfer and vesting, as aforesaid, shall be subject to the existing charges and mortgages, if any, over or in respect of the property and assets or any part thereof of Transferor Companies. Provided however, any reference in any security documents or arrangements (to which the Transferor Companies are a party) to the assets of Transferor Companies offered or agreed to be offered as security for any financial assistance or

obligations, shall be construed as reference only to the assets pertaining to the Undertakings of Transferor Companies as are vested in Transferee Company by virtue of the aforesaid clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend to any of the other assets of Transferor Companies or any of the assets of Transferee Company, unless specifically agreed to by Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of Transferee Company.

4.4 The assets comprised in the Undertakings of Transferor Companies shall stand transferred in the following manner:

i) In respect of such assets which are movable in nature or are otherwise capable of transfer by manual/physical delivery or by endorsement and delivery including rights and benefits arising from Joint Development agreements, the same shall be so transferred by Transferor Companies and shall become the property of Transferee Company.

ii) In respect of such of the said assets as are immovable in nature, the same shall without any further act, instrument or deed, stand transferred to and vested in Transferee Company on the Appointed Date pursuant to Section 394 of the 1956 Act.

4.5 With effect from the Appointed Date, all debts, liabilities, duties and obligations and refunds, dues, credits and claims of every kind, nature and description of Transferor Companies shall under the provisions of Sections 391 and 394 of the 1956 Act, and without any further act or deed, be also transferred to or deemed to be transferred to and vest in and assumed by the Transferee Company so as to become as from the Appointed Date, the debts, liabilities, duties and obligations and refunds, dues, credits and claims, as the case may be, of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies. In respect of inter-corporate balances between the companies concerned, if any, the obligations in respect thereof shall cease and come to an end and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets or liabilities, as the case may be.

4.6 All licenses, permissions, approvals, consents obtained by the Transferor Companies from various Government authorities and all subsidies, incentives, privileges, income tax benefits and exemptions and all other rights, benefits and liabilities related thereto and all other interests in connection with or relating to the Transferor Companies enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether on, before or after the Appointed Date, if any, shall, under the provisions of Sections 391 to 394 of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same be and stand transferred to and vest in and/or be deemed to

be transferred to and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions, of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. It is further clarified that they shall be deemed to have originally been given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof and the obligations and duties thereunder and the rights and benefits under the same shall be available to the Transferee Company.

4.7 All Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies and the Transferee Company shall be and stand discharged and there shall be no liability in that behalf on either party.

4.8 Where any of the liabilities and obligations of the Transferor Companies as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

5. LEGAL PROCEEDINGS

If any Proceedings by or against the Transferor Companies are pending as on the Effective Date, the same shall not be abated or discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Companies with the Transferee Company or anything contained in this Scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Transferee Company as effectively and in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Companies, if this Scheme had not been made.

6. CONTRACTS AND DEEDS

6.1 All contracts, deeds, bonds, agreements, MOUs, including joint development agreements, arrangements, licences, engagements, Insurance policies, and other instruments of whatsoever nature to which the Transferor Companies are parties or to the benefit of which the Transferor Companies may be entitled or eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually, as if instead of the Transferor Companies, the Transferee Company had been a party or beneficiary thereto.

6.2 The Transferee Company shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations to give formal effect to the provisions of this Clause 6 and to the extent the

Transferor Companies are required prior to the Effective Date to join in such deeds, writings and confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Companies.

7. SAVINGS OF CONCLUDED TRANSACTIONS

The transfer and the vesting of properties and liabilities under Clause 4 hereof, the continuance of the Proceedings by or against the Transferee Company under Clause 5 hereof and the effectiveness of contracts and deeds under Clause 6 hereof, shall not affect any transaction or Proceedings or contracts already concluded by the Transferor Companies on and after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by or on behalf of the Transferor Companies in respect thereto as acts, deeds and things done and executed by or on behalf of the Transferee Company.

8. WORKMEN AND EMPLOYEES

8.1 On the Scheme becoming operative, all staff, workmen and employees of the Transferor Companies in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Companies on the Effective Date.

8.2 It is expressly provided that on the Scheme becoming effective, the Provident Fund, created or existing for the benefit of the staff, workmen and employees of the Transferor Companies shall be transferred to and form part of the corresponding fund-of the Transferee Company and the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the Transferor Companies will be treated as having been continuous for the purpose of the said Fund or Funds.

9. BUSINESS AND PROPERTY IN TRUST FOR THE TRANSFEEE COMPANY

As and from the Appointed Date and till the Effective Date:

9.1 The Transferor Companies shall carry on and be deemed to have carried on its business and activities and shall stand possessed of all its properties referred to in the scheme, in trust for the Transferee Company and shall account for the same to the Transferee Company.

9.2 Any income or profit accruing or arising to the Transferor Companies and all costs, charges, expenses, taxes and losses incurred by the Transferor Companies shall for all purposes be treated as the income, profits, costs, charges, expenses, taxes and losses, as the case may be, of the Transferee Company and the profits shall be available to the Transferee Company for being disposed off in any manner as it thinks fit, including declaration of dividend.

10. **CONDUCT OF BUSINESS**

As and from the date of acceptance of this Scheme by the Board of Directors of the Transferor Companies and the Board of Directors of the Transferee Company and till the Effective Date:

10.1 The Transferor Companies shall not do anything other than what it has been doing hitherto fore, except with the concurrence of Transferee Company.

10.2 The Transferor Companies shall not, without the written concurrence of Transferee Company, alienate, charge or encumber any of their properties, except in the ordinary course of business.

10.3 The Transferor Companies shall not vary or alter, except in the ordinary course of their business, the terms and conditions of employment of any of its employees.

11. **CANCELLATION OF SHARES**

Immediately after the Effective Date and transfer taking place upon this scheme becoming operative the shares held by the Transferee Company and the Transferor Companies interse shall be cancelled and no shares shall be issued by the Transferee Company as the transferor Companies are wholly owned subsidiary companies of the transferee Company.

12. **ACCOUNTING TREATMENT:**

12.1 The assets and liabilities of the Transferor Companies shall be transferred to the Transferee Company at the values as appearing in the books of the Transferor Companies at the close of business of the day immediately preceding the Appointed Date. The reserves of the Transferor Companies, including reserves of IFL under Section 45-IC of the Reserve Bank of India Act will be taken over and merged in the books of the Transferee Company at the same value and nomenclature as appearing in the books of the Transferor Companies.

12.2 The Reserves & Surplus as appearing in the books of Transferor Companies shall be appear in the same manner and under the same classification in the books of the Transferee Company.

12.3 After taking over all the assets and liabilities of the Transferor Companies in the manner as stated in the scheme as on the Appointed

Date, the surplus /Deficit arising after cancellation as stated in the scheme shall be treated in the books of the Transferee Company as in the manner as provided in the Accounting Standards 14 issued by ICAI and in accordance with prevailing guidelines.

- 12.4 In case of any differences in accounting policy between the Transferor Companies and the Transferee Company, a uniform set of accounting policies shall be adopted following the amalgamations. The effect on the financial statements of any changes in accounting policies should be reported in accordance with the applicable Accounting Standards as prescribed by Companies (Accounting Standards) Rules, 2006.
- 12.5 To the extent that there are inter-corporate loans or balances between Transferee Company and Transferor Companies, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of Transferee Company for the reduction or any assets or liabilities, as the case may be.

13. AUTHORISED SHARE CAPITAL:

On the Effective Date, the Authorised share capital of the Transferee Company, in terms of its Memorandum of Association, shall stand enhanced by an amount of Rs 2,20,00,000/- being the Authorised Share Capital of the Transferor Companies. The revised/enhanced Authorised share capital of the Transferee Company shall be Rs 32,20,00,000/- divided into 3,22,00,000 equity shares of Rs.10/- each and its Memorandum of Association shall automatically stand amended accordingly, and the words and figures in Clause V of its Memorandum of Association shall stand substituted to read as follows:

"V. The Authorised Share Capital of the Company is Rs 32,20,00,000 (Rupees Thirty Two Crores Twenty Lacs) divided into 3,22,00,000 Equity Shares of Rs.10/- (Rupee Ten) each with the rights, privileges and conditions attaching hereto as are provided by the regulations of the Company for the time being with power to increase, reduce, classify or reclassify the same in accordance with the Companies Act, 2013."

It is hereby clarified that for the purposes of this clause, the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution under the Act and/or the Companies Act, 2013, would be required to be separately passed, nor any registration fee, stamp duty etc. shall be payable by the Transferee Company.

14. DISSOLUTION OF TRANSFEROR COMPANIES

The Transferee Company shall take appropriate steps for dissolution without winding up of the Transferor Companies.

15. BANK OPERATIONS

Upon the Scheme being sanctioned and taking effect, all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferor Companies, either before or after the Appointed Date, or in future, may be deposited with the Bank of the Transferee Company and credit of all receipts there under will

be given in the accounts of the Transferee Company.

**PART - IV
(MISCELLANEOUS)**

16. APPLICATIONS:

The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make necessary applications to the High Court pursuant to Sections 391 and 394 of the 1956 Act, for convening and/or seeking exemption to convene meetings of shareholders, for sanctioning and carrying out of this Scheme and for consequent dissolution of the Transferor Companies without winding up and shall apply for and obtain such other approvals, as required by law.

17. APPROVALS AND MODIFICATIONS:

The Transferor Companies and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- 17.1 to assent from time to time to any modifications or amendments or substitutions of this Scheme or of any conditions or limitations which the High Court and / or any authorities under law may deem fit to approve or direct or as may be deemed expedient or necessary; and
- 17.2 to settle all doubts or difficulties that may arise in carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting this Scheme into effect.

Without prejudice to the generality of the foregoing, the Transferor Companies and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

18. SCHEME CONDITIONAL UPON:

This Scheme is conditional upon and subject to:

- 18.1 approval of this Scheme by the requisite majority of the members, as may be required, of the Transferor Companies and the Transferee Company;
- 18.2 Sanction of the Scheme by the High Court under Sections 391 and 394 and other applicable provisions of the 1956 Act; and
- 18.3 The certified copies of the order of the High Court sanctioning this Scheme being filed with the Registrar of Companies, concerned.

Accordingly, this Scheme although operative from the Appointed Date, shall become effective on the Effective Date, being the last of the dates on which the conditions referred to above have been fulfilled.

19. COSTS, CHARGES AND EXPENSES:

All costs, charges and expenses in connection with this Scheme, arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company.

20. RESIDUAL PROVISIONS:

In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or 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 THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH

Company Application No. 362 of 2017

In the Matter of:

The Companies Act, 2013

And

In the matter of Sections 230 and 232 of the said Act

And

In the Matter of:

Infinity Finance Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Infinity", Plot-A3, Block-GP, Sector-V Salt Lake Kolkata 700091

CIN U65993WB2007PLC116085 PAN AABCI6980R

And

Infinity Townships Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot-A3 , Block GP, Sector V, Salt Lake, Electronics Complex, Kolkata 700 091

CIN U45201WB2004PTC099130 PAN AABCI3833K

And

Infinity Jaipur Knowledge City Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot-A3 , Block GP, Sector V, Salt Lake, Electronics Complex, Kolkata 700 091

CIN U80902WB2007PTC114724 PAN AABCI6609R

And

Infinity Infotech Parks Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot-A3, Block GP, Sector V, Salt Lake, Kolkata 700 091.

CIN U17122WB1991PLC053828 PAN AABCI0692J

Infinity Finance Limited

Infinity Townships Private Limited

Infinity Jaipur Knowledge City Private Limited

Infinity Infotech Parks Limited

..... Petitioners.

P R O X Y

I/We the undersigned Secured Creditor/Unsecured Creditor of INFINITY FINANCE LIMITED/ INFINITY TOWNSHIPS PRIVATE LIMITED /INFINITY JAIPUR KNOWLEDGE CITY PRIVATE LIMITED/ INFINITY INFOTECH PARKS, being the applicant nos. 1,2,3 and 4 respectively abovenamed, do hereby nominate _____ and _____ appoint Shri/Smt. _____ of _____

_____ and failing him/her Shri/Smt. _____ of _____ as my/our PROXY to act for me/us at the meeting of the secured creditors/ unsecured creditors of the Applicant No.1/ 2 / 3 / 4 to be held at Plot-A3 , Block GP, Sector V, Salt Lake, Electronics Complex, Kolkata 700 091 on Monday the 27th November, 2017 at 2.30 PM /3.00 PM/3.30 PM/4.00 PM/4.30 PM/5.00 PM for the purpose of considering and, if thought fit, approving with or without modification, the proposed Scheme of Amalgamation of the Applicant nos.1 to 3 with the Applicant no.4 and at such meeting or any adjournment thereof to vote* _____ the Scheme for me/us and in my/our name.

Dated this ____ day of November 2017.

(Strike out whatever not applicable)

Signature: (Revenue Stamp)

Name:
Address:

- NOTE:
1. Please affix appropriate Revenue Stamp before putting signature.
 2. The Proxy must be deposited at the Registered Office of the respective applicant atleast 48 hours before the time of holding the meeting.

* (If you want to vote in favour of the Scheme with or without modification put 'FOR' and in case you intend to vote against put 'AGAINST').

ATTENDANCE SLIP

INFINITY INFOTECH PARKS LIMITED,
Plot-A3, Block GP, Sector V, Salt Lake,
Kolkata 700 091.

Name and address of the Secured Creditor/Unsecured Creditor: _____

Amount due: _____

I/We the undersigned Secured Creditor/Unsecured Creditor/proxy for Secured Creditor/Unsecured Creditor of INFINITY INFOTECH PARKS LIMITED, being the applicant nos. 4 respectively abovenamed, do hereby record my/our presence at the meeting of the Secured Creditors/Unsecured Creditors of INFINITY INFOTECH PARKS LIMITED held at Plot-A3 , Block GP, Sector V, Salt Lake, Electronics Complex, Kolkata 700 091, West Bengal, India on Monday the 27th November, 2017 at 3.00 PM/ 5.00 PM for the purpose of considering and, if thought fit, approving with or without modification, the proposed Scheme of Amalgamation of the Applicant nos.1 to 3 with the Applicant no.4

Dated this ____ day of November 2017.

(Strike out whatever not applicable)

Name

(in block letters)

Address:

Signature

Note: Please fill in this attendance slip and hand it over at the entrance of the hall.

In case of Proprietorship/ Partnership/ Individuals - Please carry your identity proof at the meeting venue.

Google Maps Infinity Infotech Parks Limited

