



SCHEME OF AMALGAMATION

OF

JDM COMMERCIAL PRIVATE LIMITED
(TRANSFEROR COMPANY NO.1)

AND

P. K. AGRI LINK PRIVATE LIMITED
(TRANSFEROR COMPANY NO.2)

AND

P. K. CEREALS PRIVATE LIMITED
(TRANSFEROR COMPANY NO.3)

AND

RELIABLE ADVERTISING PRIVATE LIMITED
(TRANSFEROR COMPANY NO.4)

AND

SHRI JATADHARI RICE MILL PRIVATE LIMITED
(TRANSFEROR COMPANY NO.5)

WITH

HALDER VENTURE LIMITED
(TRANSFeree COMPANY)

(UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013)

CONTENTS OF THE SCHEME

SL.NO	PART	CONTENTS
1	PART I	GENERAL
2	PART II	DEFINITION AND SHARE CAPITAL
3	PART III	TRANSFER AND VESTING OF UNDERTAKING
4	PART IV	ISSUE OF EQUITY SHARES BY THE TRANSFeree COMPANY
5	PART V	ACCOUNTING TREATMENT
6	PART VI	DISSOLUTION OF TRANSFEROR COMPANIES AND GENERAL TERMS AND CONDITIONS





PART I GENERAL

A. DESCRIPTION OF COMPANIES AND BACKGROUND:

1. **JDM COMMERCIAL PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U52100WB2010PTC146772) and having its Registered Office at DIAMOND HERITAGE, 16 STRAND ROAD, 10TH FLOOR, ROOM NO- 1012 KOLKATA-700001, in the State of West Bengal(hereinafter referred to as "Transferor Company No.1"). The Transferor Company No.1 is engaged in trading of Paddy. The Transferor Company No 1 is a Wholly Owned Subsidiary of the Transferee Company as the entire shares are held by the Holding Company and its nominees. The shares of Transferor Company No.1 are not listed in any stock exchange.

2. **P. K. AGRI LINK PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U15312WB2008PTC126633) and having its Registered Office at VILL - ISWARPUR, PO - AHMEDPUR DIST - BIRBHUMAHMEDPUR-731201, in the State of West Bengal(hereinafter referred to as "Transferor Company No.2"). The Transferor Company No.2 is engaged in manufacturing of crude and refined Rice bran oil. The Transferor Company No 2 is an Associate Company of the Transferor Company No 4 as the latter holds 32.91% shares in Transferor Company No 2. The Transferor Company NO 5 holds 10.74% shares in Transferor Company No 2. The Transferor Company NO 3 holds 9.49 % shares in Transferor Company No 2. The shares of Transferor Company No.2 are not listed in any stock exchange.

3. **P. K. CEREALS PRIVATE LIMITED**, a Company incorporated under the provisions of The Companies Act, 1956 (CIN: U15312WB1989PTC047131) and having its Registered Office at AHMEDPUR DIST BIRBHUM DIST BIRBHUM-731201, in the State of West Bengal(hereinafter referred to as "Transferor Company No.3"). The TRANSFEROR COMPANY NO.3 is





engaged in the processing of rice, manufacture of grain mill products, starches and starch products. The Transferor Company No 3 is an Associate Company of the Transferor Company No 4 as the latter holds 24.04 % shares in Transferor Company No 3. The Transferee Company holds 9.09% shares in the Transferor Company No 3. The shares of Transferor Company No.3 are not listed in any stock exchange.



4. **RELIABLE ADVERTISING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U22130WB1997PTC086067) and having its Registered Office at DIAMOND HERITAGE, 16 STRAND ROAD, 10TH FLOOR, ROOM NO- 1012 KOLKATA- 700001, in the State of West Bengal (hereinafter referred to as "TRANSFEROR COMPANY NO.4"). The TRANSFEROR COMPANY NO.4 is engaged in trading of paddy. The Transferor Company No 4 is an Associate Company of the Transferee Company as the latter holds 44.77 % shares in Transferor Company No 4. The shares of TRANSFEROR COMPANY NO.4 are not listed in any stock exchange.



5. **SHRI JATADHARI RICE MILL PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U15312WB2009PTC135394) and having its Registered Office at VILL ISWARPUR PO AHMADPUR BIRBHUM-731201, in the State of West Bengal (hereinafter referred to as "Transferor Company No.5"). The TRANSFEROR COMPANY NO.5 is engaged in processing and trading of rice. The Transferor Company No 5 is an Associate Company of the Transferor Company No 4 as the latter holds 37.70 % shares in Transferor Company No 5. The Transferor Company No 3 holds 9.15 % shares in the Transferor Company No 5. The Transferor Company No.1 holds 9.61 % shares in the Transferor Company No 5. The shares of Transferor Company No.5 are not listed in any stock exchange.





6. **HALDER VENTURE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: L74210WB1982PLC035117) and having its Registered Office at DIAMOND HERITAGE, 16 STRAND ROAD, 10TH FLOOR, ROOM NO- 1012 KOLKATA-700001, in the State of West Bengal (herein after referred to as "TRANSFEREE COMPANY"). The Transferee Company is engaged in the trading activity (including export) with products being Parboiled Rice, Puffed rice, Rice Bran Oil, De-oil rice bran, Lecithin and Raw cashew nut in shell. The Transferee Company is the Holding Company of the Transferor Company No 1. The shares of the TRANSFEREE COMPANY are listed on the Bombay Stock Exchange Limited (BSE).



7. This Scheme of Amalgamation provides for the amalgamation of the Transferor Company No.1, Transferor Company No.2, Transferor Company No.3, Transferor Company No.4 and Transferor Company No.5 with the Transferee Company pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 and read together with Companies (Compromises, Arrangements and Amalgamations) Rules 2016.



B. RATIONALE FOR THE SCHEME :

The amalgamation of TRANSFEROR COMPANIES with the TRANSFEREE COMPANY would *inter alia* have the following benefits:

- a) The amalgamation would bring into existence a single entity with a larger size Capital by consolidating the Companies in the group on account of
 - a. Promoters of the Transferee Company are the Promoters of the Transferor Company NO 2, Transferor Company NO 3 and Transferor Company No 5.
 - b. The Transferor Company NO 4 is an associate of Transferee Company.
 - c. The Transferor Company No 1 is a wholly Owned Subsidiary of Transferee Company.





- 6
- d. The Transferee Company NO 2 is an Associate Company of the Transferor Company No 5.
 - e. The Transferee Company NO 3 is an Associate Company of the Transferor Company No 5.
 - f. The Transferee Company NO 5 is a Associate Company of the Transferor Company No 4.
- b) The business carried on by the Transferee Company and Transferor Companies are almost similar. The Transferee Company is engaged in the manufacturing, processing and selling of Rice and by products produced from Rice under its own brand. The Transferor Companies are also into manufacturing, processing and trading of Rice and by products produced from Rice including trading in paddy. Thus the business carried on by the Transferee Company and Transferor Companies are common and can be easily combined for better utilization and enhancement of capacity.
- c) The Amalgamation of Transferor Company with the Transferee Company will result into enlarged combined assets base and will also provide an opportunity for the merged entity to leverage on such assets;
- d) Greater integration and greater financial strength and flexibility for the Transferee Company, which would result in maximizing overall shareholders value, and will improve the competitive position of the merged entity.
- e) The proposed amalgamation would help in enhancing the scale of operations, reduction in overheads, including administrative, statutory compliances, managerial and other expenditure, operational rationalization, organizational efficiency, and optimal utilization of resources by avoiding duplication of efforts;
- f) Taking into consideration the above synergies, the merged entity would result in better profitability and EBITDA



margins. Accordingly the stronger financials will provide a better opportunity in terms of better trade credits, financial resources and in negotiations for prices and suppliers credit terms for the merged entity.

- g) The amalgamation will result in significant reduction in multiplicity of legal and regulatory compliances which at present is required to be made separately by the Companies.



Thus, the Scheme of Amalgamation, as envisaged, would enable seamless access to strong business relationships, closer and better focused attention being given to the businesses which would get integrated, aligned and streamlined, leading to achievement of their full business and growth potential.

The proposed Amalgamation shall not be prejudicial to the interest of the shareholders and shall not have any adverse impact on creditors and other stakeholders of the Transferor Companies and Transferee Company.

- C. In view of the aforesaid, the Board of Directors of the Transferor Companies and the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Companies with the Transferee Company in order to benefit the stakeholders of all companies. Accordingly, the Board of Directors of the Transferor Companies and the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the Transferor Companies with and into the Transferee Company pursuant to the provisions of Section 230 to Section 232 of the Companies Act, 2013 and other relevant provisions of the Act and rules made there under.



8

D. The amalgamation of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with the relevant provisions of the Income Tax Act, 1961 including but not limited to Section 2(1B) and Section 47 thereof. If any of the terms or provisions of this Scheme are found or interpreted to be inconsistent with the provisions of the said sections and other related provisions at a later date including due to result from an amendment of law or for any other reason whatsoever up to the Effective Date, the provisions of the said sections and other related 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(1B) and other relevant provisions of the Income Tax Act, 1961.

PART II

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

- a) **"THE ACT"** means the Companies Act, 2013 including any statutory modifications, re-enactments or amendments thereof.
- b) **"APPOINTED DATE"** For the purpose of this Scheme, means 1st June, 2022.
- c) **"Amalgamation"** means amalgamation of the Transferor Company with the Transferee Company, on a going concern basis in accordance with Sections 230 to 232 of the Act and section 2(18) of the Income-Tax Act, 1961, in terms of chapter 2 of the scheme;
- d) **"Applicable Laws"** shall mean any statute, notification, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Governmental Authority including any statutory modification or re-enactment thereof for the time being in force;

e) **"BOARD OF DIRECTORS" or "BOARD"** means the Board Of Directors of the TRANSFEROR COMPANIES or the TRANSFEREE COMPANY, as the case may be, and shall include a duly constituted committee thereof;

f) **"Companies"** shall collectively mean the Transferor companies and the Transferee Company;

g) **"EFFECTIVE DATE"** means the last of the dates on which the certified or authenticated copy of the orders of the Hon'ble National Company Law Tribunal sanctioning the Scheme are filed with the Registrar of Companies by the Transferor Companies and by the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.

h) **"GOVERNMENTAL AUTHORITY"** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India;

i) **"Liabilities"** means all debts and liabilities, both present and future, whether or not provided in the books of accounts or disclosed in the balance sheet of the Transferor Companies, including all secured and unsecured debts, liabilities (including deferred tax liabilities, contingent liabilities), duties and obligations (including under any licenses or permits or schemes of every kind) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations along with any charge, Encumbrance, including any bank guarantees thereon;

j) **"Order"** means the order of NCLT sanctioning the scheme under sections 230 to the Act, and 232 the Act, and 232 of other applicable provisions, if any of the Act, including any



alteration, modifications, amendments, made thereto and supplementary orders/directions in relation thereto;

k) **"RECORD DATE"** means the date to be fixed by the Board of Directors of the TRANSFEREE COMPANY for the purpose of determining the names of the equity shareholders of the TRANSFEROR COMPANIES as applicable, who shall be entitled to shares of the TRANSFEREE COMPANY upon coming into effect of this Scheme;

l) **"Scheme", " the Scheme " " this Scheme" , or " Scheme of Amalgamation "** means this Scheme of Amalgamation pursuant to sections 230 to 232 and a, other applicable provisions of the Act, in its present form submitted to NCLT or any other Governmental Authority (along with any annexures, schedules, etc., attached hereto) with such modification(s) and amendment(s) as may be made from time to time;

m) **"SCHEME" or "THE SCHEME" or "THIS SCHEME"** means this Scheme of Amalgamation drawn pursuant to Sec 232 of the Companies Act, 2013, in its present form submitted to the Hon'ble National Company Law Tribunal Bench at Kolkata with any modification(s) made in terms contained in PART-VI under Paragraph 18 to this Scheme.

n) **"STOCK EXCHANGE"** means BSE Limited where the equity shares of the Transferee Company are listed;

o) **"SEBI"** means the Securities And Exchange Board of India, established under the Securities and Exchange Board of India Act, 1992;





- p) **"TRANSFEROR COMPANY NO. 1"** means **JDM COMMERCIAL PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U52100WB2010PTC146772) and having its Registered Office at DIAMOND HERITAGE, 16 STRAND ROAD, 10TH FLOOR, ROOM NO- 1012 KOLKATA-700001, in the State of West Bengal.



- q) **"TRANSFEROR COMPANY NO. 2"** means **P. K. AGRI LINK PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U15312WB2008PTC126633) and having its Registered Office at VILL - ISWARPUR, PO - AHMEDPUR DIST - BIRBHUM, AHMEDPUR-731201, in the State of West Bengal.



- r) **"TRANSFEROR COMPANY NO. 3"** means **P. K. CEREALS PRIVATE LIMITED**, a Company incorporated under the provisions of The Companies Act, 1956 (CIN: U15312WB1989PTC047131) and having its Registered Office at AHMEDPUR DIST BIRBHUM DIST BIRBHUM-731201, in the State of West Bengal.

- s) **"TRANSFEROR COMPANY NO. 4"** means **RELIABLE ADVERTISING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U22130WB1997PTC086067) and having its Registered Office at DIAMOND HERITAGE, 16 STRAND ROAD, 10TH FLOOR, ROOM NO- 1012 KOLKATA-700001, in the State of West Bengal.



- t) **"TRANSFEROR COMPANY NO.5"** means **SHRI JATADHARI RICE MILL PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U15312WB2009PTC135394) and having its Registered Office at VILL ISWARPUR PO AHMADPUR BIRBHUM-731201, in the State of West Bengal.





- u) **"TRANSFEREE COMPANY" or "AMALGAMATED COMPANY"** means **HALDER VENTURE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: L74210WB1982PLC035117) and having its Registered Office at DIAMOND HERITAGE, 16 STRAND ROAD, 10TH FLOOR, ROOM NO-1012 KOLKATA-700001, in the State of West Bengal.



- v) **"THE TRIBUNAL" or "THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL"** shall mean the Hon'ble National Company Law Tribunal, Kolkata Bench under whose jurisdiction the Company falls.

- w) **"Persons"** references to a person include any individual, firm, Limited Liability partnership, body corporate (whether incorporated or not), government, state or agency of a state or any joint venture, association, partnership, works councillor employee representatives' body (whether or not having separate legal personality);



- x) **"UNDERTAKING"** means the whole of the undertaking and entire business of the TRANSFEROR COMPANIES as a going concern, including (without limitation):

- (i) All assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) whether or not recorded in the books of accounts of the Transferor company, including, without limitation, land and building (freehold or leasehold), factory, plant and machinery, pipeline, furniture, fixtures, fittings, office equipment, computer, laptop, server, fixed assets, vehicle, shed, warehouse, railway track, work in progress, goodwill, know-how, trade mark, current assets, cash and bank



accounts (including cash and bank balances), deposits, investments of all kinds (i.e., shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), reserves, provisions, funds, insurance policies, leases, tenancy rights, licenses, registrations, certificates, permissions, pollution control board approvals (if any), consents, approvals from state, central, municipal or any other authority for time being in force, mining rights / lease, concessions, remissions, remedies, subsidies, incentives, guarantees, bonds, rights, premises, hire purchase, lending arrangements, benefits of security arrangements, contracts, contingent rights or benefits, benefits of any deposits, policies, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Company, all kind of financial assets, telephones, telexes, facsimile connection, email, internet, leased line connections and installations, all kind of communication facilities, utilities, electricity, water connection and other services, tax and other credits/balances (including but not limited to credits in respect of income-tax, advance tax, tax deducted at source, tax collected at source, self assessment tax, Goods and Services tax (GST), value added tax, central sales tax, sales tax, CENVAT, excise duty, service tax, etc.; all losses (including but not limited to brought forward tax losses, tax unabsorbed depreciation, brought forward book losses, unabsorbed depreciation as per books), including Goods and Services Tax (GST) credits all tax holiday benefits/exemptions (if any) and other claims and powers, any deferred revenue expenditure, all books of accounts, documents and records of whatsoever nature and where so ever situated belonging to or in the possession of or granted in favour of or enjoyed by the





Transferor Company, benefits of assets or properties or other interest held in trust, registrations, engagements, memberships with various bodies, certificates awarded by organizations /bodies, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and where so ever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor company or in connection with or relating to the Transferor company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or elsewhere;

(ii) all permissions, permits, sanctions, approvals, authorizations, qualifications, consents, subsidies, quotas, rights, allotments, registrations, draw backs, privileges, incentives and concessions under incentive schemes and policies, subsidy receivables from Government, grants from any Governmental Authority, all other rights, liberties, advantages, no-objection certificates, certifications, easements, benefits and liabilities related thereto including licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company;

(iii) all contracts, agreements, engagements, licenses, leases, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, privileges and benefits





of a[contracts, agreements and a[other rights, including license rights, lease rights, powers and facilities of every kind and description whatsoever or other understandings, deeds and instruments of what so ever nature to which the Transferor Company are parties, including lease agreements, leave and license agreements, equipment purchase agreements, hire purchase agreements, lending agreements and other agreements with the customers, sales orders, purchase orders and other agreements/contracts with the supplier of goods and/or service providers and all rights, title, interests, claims and benefits there under of whatsoever nature to which the Transferor Company is party;

- (iv) all Intellectual property rights (including intangible assets and business or Commercial rights), registrations, trademarks, trade names, service marks, copyrights, patents, designs, logo, domain names, including applications for trademarks, trade names, service marks, copyrights, patents, designs and domain names, used by or held for use by the Transferor company, whether or not recorded in the books of accounts of the Transferor company, and other intellectual rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, list of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and ar other records and documents, whether in physical or electronic form rerating to the business activities and operations of the Transferor Company, whether used or held for use by it;



- (v) all letters of intent, request for proposal, prequalification, bid acceptances (including benefit arising out of or in relation to any bank guarantees submitted to any authority in respect thereof by the Transferor company), tenders, contracts, deeds, memorandum of understanding, bonds, agreements, arrangements, track-record, technical know-how, technical experience (including experience in executing projects), experience, goodwill and all other rights, claims and powers and any other instrument of whatsoever nature and where so ever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor company for all intents and purposes and specifically including but not limited to, the turnover, the profitability, performance, and market share, prequalification, net worth and reserves of the Transferor Company;
- (vi) all balances with government, quasi-government, municipal, local and other authorities and bodies, customers and any other persons, earnest moneys and/or security deposits paid or received by the Transferor Company;
- (vii) all books, records, files, papers, product specifications and engineering and process information, records of standard operating procedures, computer programs along with their licenses, manuals and backup copies, drawings, other manuals, data catalogues, emails, presentation, correspondences /communications with third parties/authorities, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form;



- (viii) all liabilities, lien or security thereon, whether in Indian rupees or in foreign currency and whether or not provided for in the books of account or disclosed in the balance sheet of the Transferor Company;
- (ix) all debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Company and all other obligations of whatsoever kind nature and description;
- (x) all incentives, benefits, exemptions, payments deferrals, subsidies, concessions, grants, taxes, duties, cess, levies, etc., that are allocable, referable or related to Transferor Company, including all or any refunds, interest due thereon, credits and claims relating thereto, including input credit on any tax, set-offs and any benefits, exemption, refund and like;
- (xi) all legal (whether civil or criminal), taxation or other proceedings or investigations of whatsoever nature (including those before any Governmental Authority) initiated by or against Transferor Company or proceedings or investigations to which Transferor Company is party to, that pertain to Undertaking, whether pending/ongoing as on the Appointed Date or which may be instituted any time in the future;
- (xii) any and all employees of Transferor Company as on the Effective Date, whether permanent employees, who are on the payrolls of the Transferor Company, or employees/personnel engaged on contract basis and contract labourers and interns/trainees, engaged by the Transferor Company, at its respective offices, mills, plants, branches or otherwise, and any other employees /personnel and contract labourers and interns/trainees hired by the Transferor Company;



(xiii) all other obligations of whatsoever kind, including liabilities of the Transferor Company with regard to their employees with respect to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of resignation, death, voluntary retirement or retrenchment.



y) It is intended that the definition of undertaking all set out above would enable the transfer of properties, assets, liabilities, employees, etc. of the Transferor Company to the Transferee Company pursuant to this Scheme.

z) All terms and words used in this scheme shall, unless repugnant or contrary to the context or meaning thereof have the same meaning ascribed to them under the Act, the Income Tax Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Depositories Act, 1996 and other Applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re enactment thereof for the time being in force.

aa) The words importing the singular shall include the plural and words importing any gender shall include every gender.

bb) "SEBI" means the Securities and Exchange Board of India established under the provisions of the Securities and Exchange Board of India Act.

cc) "SEBI CIRCULARS" mean (i) Circular No. CFD/DIL3/CIR/2017/21 dated 10th March 2017, (ii) Circular No. CFD/DIL3/CIR/2017/26 dated 23rd March 2017, (iii) Circular No. CFD/DIL3/CIR/2017/105 dated 21st September 2017, (iv) Circular No. CFD/DIL3/CIR/2018/2 dated 3rd January 2018, (v) Circular No. SEBI/HO/CFD/DIL1/CIR/P/2019/192 dated 12th September 2019, (vi) Circular No. SEBI/HO/CFD/DIL1/CIR/P/2020/215 dated November 20, 2020



and (vii) SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020 issued by SEBI or any other circulars issued by SEBI or any other circulars issued by SEBI applicable to schemes of arrangement from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by any authority, unless otherwise specified in the scheme, shall come into effect from the Appointed Date but shall become operative from the Effective Date. Therefore, for all regulatory and tax purposes, the Amalgamation would be deemed to be operative from the Effective Date of this Scheme.

3. SHARE CAPITAL

A. TRANSFEROR COMPANY NO. 1

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.1 as on May 31, 2022 was as under:

Particulars	Amount (Rs.)
AUTHORISED SHARE CAPITAL	
7,55,000 Equity Shares of Rs.10/- each	75,50,000/-
TOTAL	75,50,000/-
ISSUED , SUBSCRIBED AND PAID-UP SHARE CAPITAL	
7,52,800**Equity Shares of Rs.10/- each.	75,28,000/-
TOTAL	75,28,000/-

**** NOTE: The entire shares are held by the Transferee Company and its nominees.**

B. TRANSFEROR COMPANY NO. 2

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.2 as on May 31, 2022 was as under:

Particulars	Amount (Rs.)
AUTHORISED SHARE CAPITAL	
45,00,000 Equity Shares of Rs.10/- each	4,50,00,000/-
TOTAL	4,50,00,000/-
ISSUED , SUBSCRIBED AND PAID-UP SHARE CAPITAL	
24,73,020**Equity Shares of Rs.10/- each.	2,47,30,200/-
TOTAL	2,47,30,200/-

**** NOTE:** 2,34,700 Equity shares are held by TRANSFEROR COMPANY NO. 3; 8,13,940 Equity shares are held by TRANSFEROR COMPANY NO. 4 and 2,65,500 Equity shares are held by TRANSFEROR COMPANY NO. 5.

C. TRANSFEROR COMPANY NO. 3

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.3 as on May 31, 2022 was as under:

Particulars	Amount (Rs.)
AUTHORISED SHARE CAPITAL	
5,00,000Equity Shares of Rs.10/- each.	50,00,000/-
TOTAL	50,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
4,57,500**Equity Shares of Rs.10/- each.	45,75,000/-
TOTAL	45,75,000/-

**** NOTE:**

1,10,000 Equity shares are held by the TRANSFEROR COMPANY NO. 4 and 41600 Equity shares are held by the Transferee Company.

D. TRANSFEROR COMPANY NO. 4

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.4 as on May 31, 2022 was as under:





Particulars	Amount (Rs.)
AUTHORISED SHARE CAPITAL	
5,70,000 Equity Shares of Rs.10/- each	57,00,000/-
TOTAL	57,00,000/-
ISSUED , SUBSCRIBED AND PAID-UP SHARE CAPITAL	
5,62,250** Equity Shares of Rs.10/- each	56,22,500/-
TOTAL	56,22,500/-

**** NOTE:**

2,51,700 Equity shares are held by the TRANSFEREE COMPANY.

E. TRANSFEROR COMPANY NO. 5

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.5 as on May 31, 2022 was as under:

Particulars	Amount(Rs.)
AUTHORISED SHARE CAPITAL	
38,50,000 Equity Shares of Rs.10/- each	3,85,00,000/-
TOTAL	3,85,00,000/-
ISSUED , SUBSCRIBED AND PAID-UP SHARE CAPITAL	
28,69,957@@ Equity Shares of Rs.10/- each	2,86,99,570/-
TOTAL	2,86,99,570/-

@@NOTE: 2,76,000 Equity shares are held by the TRANSFEROR COMPANY NO. 1; 2,62,600 Equity shares are held by TRANSFEROR COMPANY NO. 3 and 10,81,873 Equity shares are held by TRANSFEROR COMPANY NO. 4.

F. TRANSFEREE COMPANY

The authorized, subscribed and paid-up share capital of the TRANSFEREE COMPANY as on May 31, 2022 was as under:

Particulars	Amount(Rs.)
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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	
31,60,700 Equity Shares of Rs.10/- each	3,16,07,000/-
TOTAL	3,16,07,000/-

4. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modifications approved or imposed or directed by the Hon'ble National Company Law Tribunal, Kolkata Bench shall be effective from the Appointed Date but shall be operative from the Effective Date.



PART - III

TRANSFER AND VESTING OF UNDERTAKING

1. TRANSFER OF UNDERTAKING

- (i) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the Hon'ble National Company Law Tribunal, Kolkata Bench under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the TRANSFEREE COMPANY, in accordance with section 2(1B) of the Income Tax Act without any further act, instrument, deed, matter or thing, so as to become, as and



from the Appointed Date, part of the Transferee Company by virtue of and in the manner provided in this scheme.



- (ii) Pending the Scheme coming into effect, the Transferor company and the Transferee Company may continue to provide security for each others commitments provided however, the scheme shall not operate to enlarge the security for any loan, deposit or facility availed of either by the Transferor company or by the Transferee company and the Transferee company shall not in any manner be obliged to create further or additional security there for after the Effective Date or otherwise.



- (iii) Upon the scheme coming into effect the assets and liabilities of the Transferor Company shall stand pooled with the assets and liabilities of the Transferee Company in accordance with the relevant Indian Accounting Standard on business combinations.

1.1 TRANSFER OF ASSETS

Without prejudice to the generality to what has been stated in clause (i) , (ii) and (iii) herein above , upon the coming into effect of this Scheme and with effect from the Appointed Date:

- (i) all the estates, assets (including intangible assets), properties, investments of all kinds (i.e., shares, scripts, stocks, bonds, debenture stocks, units or pass through certificates), rights, claims, title, interest, powers and authorities including accretions and appurtenances comprised in the Undertaking of whatsoever nature and where so ever situated shall,



under the provisions of sections 230 to 232 of the Act, 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 transferred to and vested in the Transferee company and/or deemed to be transferred to and vested in the Transferee Company, as a going concern, so as to become, on and from the Appointed Date, the estate, assets (including intangible assets), properties, investments of all kinds (i.e., shares, scripts, stocks, bonds, debenture stocks, units or pass through certificates), rights, claims, title, interest, powers and authorities including accretions and appurtenances of the Transferee Company.

- (ii) such of the assets and properties of the Transferor company as are movable in nature or incorporeal property or are otherwise capable of transfer by physical or constructive delivery or possession, or by endorsement and/or delivery shall, without requiring any cost or charge and without any deed or instrument of conveyance or notice or other intimation to any third party for the transfer of the same, be and stand transferred by delivery to the Transferee Company and/or be deemed to have been transferred to the Transferee company as a part of the transfer of the Undertakin200g as a going concern, so as to become, on and from the Appointed Date, the assets and properties of the Transferee Company.
- (iii) all other movable properties of the Transferor Company, including investments of all kinds (i.e., shares, scrips, stocks, bonds, debenture stocks,



units or pass through certificates), sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, deposits with any Governmental Authority including any tax authority, quasi government, local or other authority or body or with any company or other person, shall, 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, stand transferred to and vested in the Transferee Company and/or deemed to be transferred to and vested in the Transferee Company by way of delivery of possession of the respective documents, as applicable, as a part of the transfer of the Undertaking as a going concern, so as to become from the Appointed Date, the assets and properties of the Transferee Company.

- (iv) The Transferee Company may, if it so deems appropriate, give notice in such form as it deems fit and proper, to each such debtor or obligor that pursuant to the sanction of this Scheme by the NCLT, such debt, loan, advance, claim, bank balance, deposit or other asset be paid or made good or held on account of the Transferee Company as the person entitled thereto, to the end and intent that the right of the Transferor company to recover or realize all such debts (including the debts payable by such debtor or obligor to the Transferor Company) stands transferred and assigned to the Transferee company and that appropriate entries shall be passed in the books of accounts of the relevant debtors or obligors to record such change.



It is hereby clarified that investments, if any, made by the Transferor company and all the rights, title and interest of the Transferor company in any licensed properties or leasehold properties shall, pursuant to sections 230 to 232 Of the Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company.

- (v) all immovable properties of the Transferor company, including and together with the buildings and structures standing thereon or under construction and rights and interests in immovable properties of the Transferor Company, whether freehold or leasehold or licensed or otherwise, any tenancies, all rights, covenants, continuing rights, title and interest in connection with the said immovable properties and all documents of title, rights and easements in relation thereto shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Transferee company, without any further act or deed done or being required to be done by the Transferor Company and/or the Transferee Company. The Transferee 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 fulfill all obligations in relation to or applicable to such immovable properties. The mutation of the ownership or titre or interest in the immovable properties shall upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by



the appropriate authorities pursuant to the Order of NCLT in accordance with the terms hereof.

- (vi) all lease/license or rent agreement / tenancy agreement entered into by the Transferor Company with various landlords, owners and lessors in connection with the use of the assets of the Transferor Company, together with security deposits and advance/prepaid lease/license fee, etc., shall stand automatically transferred to and vested in favour of the Transferee company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The Transferee Company shall continue to pay rent or lease or license fee as provided for in such agreements and the Transferee Company and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants there under. Without limiting the generality of the foregoing, the Transferee company shall also be entitled to refund of security deposits-paid, advance rent paid under such agreements by the Transferor Company. All the rights, title, interest and claims of Transferor company in any such leasehold properties shall be transferred to and vested in or be deemed to have been transferred to and vested in Transferee Company.

- (vii) All permissions, permits, sanctions, approvals, authorizations, consents, entitlements, subsidies, quotas, rights, allotments, registrations, privileges, incentives and concessions under incentive schemes and policies including under customs ,excise, goods and services tax, VAT, sales tax, Income tax benefits and exemptions/deductions, deferment, subsidy



receivables from Government, grants from any Governmental Authority, indirect tax benefits and exemptions, all other rights, liberties, advantages, no-objection certificates, certifications, easements, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor company enjoyed or conferred upon or held or availed of by the Transferor company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether on or before or after the Appointed Date, if any, shall, under the provisions of sections 230 and 232 of the Act, 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 vested 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 or after the Appointed Date, as the case may be, the permissions, permits, sanctions, approvals, authorizations, consents, entitlements, sales tax deferrals, liberties, special status, subsidies, quotas, rights, allotments, registrations, privileges, incentives, income tax benefits and indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers, and facilities of every kind, nature and description whatsoever, provisions and benefits of all



agreements, contracts and arrangements of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. For the avoidance of doubt, 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 there under, and the rights and benefits under the same shall be available to the Transferee Company.

- (viii) Any inter-se contracts between the Transferee Company and the Transferor Company shall stand cancelled and cease to operate upon this Scheme becoming effective.
- (ix) All guarantees provided by any bank in relation to the Transferor Company outstanding as on the Effective Date, shall vest in the Transferee Company and shall ensure to the benefit of the Transferee company and all guarantees issued by the bankers of the Transferor company at their request favouring any third party shall be deemed to have been issued at the request of the Transferee Company and continue in favour of such third party till its maturity or earlier termination.
- (x) without prejudice to the generality of the foregoing, all leave and license agreements/deeds, lease agreements/deeds, bank guarantees, guarantees, corporate performance guarantees and letters of credit, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the business of the Transferor Company or to the benefit





of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, including all rights and benefits (including benefits of any deposit, advances, receivables or claims) arising or accruing there from, shall, with effect from Appointed Date and upon this Scheme becoming effective, by operation of law pursuant to the vesting orders of the NCLT, be deemed to be contracts, deeds, bonds, agreements, schemes, arrangements other instruments, permits, rights, entitlements, licenses, leases, guarantees, letter of credit of the Transferee Company. All such property and right, shall stand vested in the Transferee Company and shall be deemed to have become the property and rights of the Transferee Company by operation of law, whether the same is implemented by endorsement or delivery and possession or recorded in any other manner.

- (xi) All the intellectual property limited to Intangible assets rights of any nature whatsoever, including registrations, licenses, including but not trademarks, logos, service marks, copyrights, domain names, trade names, various business or commercial rights and applications relating thereto, goodwill, know-how and trade secrets appertaining to the Transferor Company, whether or not provided in books of accounts of the Transferor Company, shall under the provisions of Sections 230 and 232 of the Act, and all other provisions of the Applicable Laws, 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 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 intellectual property and rights of the Transferee Company.

- (xii) All intangible assets including various business or commercial rights, etc. belonging to but not recorded in books of the Transferor company shall be transferred to and vested with the Transferee Company.



- (xiii) All taxes (including but not limited to advance tax, tax deducted at source, tax collected at source, self-assessment tax, securities transaction tax, input tax credit, CENVAT credit, taxes withheld/paid in a foreign country value added tax, excise, sales tax, goods and services tax, cess, as applicable) payable by or refundable to or being the entitlement of the Transferor Company, including all or any refunds or claims shall be treated as the tax liability or refunds/credits/claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, tax holidays, remissions, reductions, rebates, etc., as would have been available to the Transferor Company, shall pursuant to this scheme becoming effective, be available to the Transferee Company.



- (xiv) The Transferee company shall be entitled to claim refunds or credits, including input tax credits, CENVAT credit, etc., with respect to taxes paid by, for, or on behalf of, the Transferor Company under Applicable Laws, including but not limited to goods and services tax, sales tax, value added tax, service tax, excise duty, cess or any other tax, whether or





not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. Any inter-se transactions amongst Transferor Company and Transferee Company between the Appointed Date and Effective Date shall be considered as transactions from Transferee Company to itself, and Transferee Company shall be entitled to claim refund of tax paid, if any, on these inter-se transactions, as per Applicable Laws. For the avoidance tax of doubt, input credits already availed of or utilized by the Transferor Company and the Transferee Company in respect of inter-se transactions between the Appointed Date and the Effective Date shall not be adversely impacted by the cancellation of inter-se transactions pursuant to this Scheme.

- (xv) Any statutory rights and obligations of Transferor company would vest in/accrue to Transferee Company. Hence, obligation of the Transferor Company, prior to the Effective Date, to issue or receive any statutory declaration or any other forms, by whatever name called, under the state VAT Acts or the central sales Tax Act or Goods have been fulfilled if they are issued or received by Transferee company and if any form relating to the period prior to the said Effective Date is received in the name of Transferor Company, it would be deemed to have been received by the Transferee Company in fulfillment of its obligations.

- (xvi) Benefits of any and all corporate approvals as may have already been taken by the Transferor Company, whether being in the nature of compliances or otherwise, shall under the provisions





of sections 230 and 232 Of the Act, 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 and vested in the Transferee Company as a part of the transfer of the Transferor Company as a going concern, and the said corporate approvals and compliances shall be deemed to have originally been taken / complied with by the Transferee Company.

- (xvii) The resolutions, if any, of the Transferor company, which are valid and subsisting on the Effective Date, shall, under the provisions of Applicable Laws, 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 continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act or any other applicable statutory provisions, then the said limits shall, subject to the provisions of the Act, be added to the limits, if any, under likeresolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

- (xviii) Upon the coming into effect of this Scheme and subject to the other provisions of this scheme, the Transferee company may enter into and/or issue and/or execute this scheme, the Transferee company may enter into and/or issue and/or execute deeds, writings or confirmations, or enter into any tripartite arrangements, confirmations or



novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this scheme, if so required or If so considered necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

- (xix) In relation to the above, any procedural requirements required to be fulfilled solely by Transferor company (and not by its successors), shall be fulfilled by Transferee Company as if it is the duly constituted attorney of Transferor Company.
- (xx) The above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date. The Transferee Company accepts and adopts all acts, deeds and things done and executed by Transferor Company in respect thereto as done and executed on behalf of itself.
- (xxi) Upon the Scheme becoming effective, the Transferee shall be entitled to without limitation, operate the bank accounts, including transacting in cash, cheque, National Electronic Funds Transfer, Real Time Gross settlement or any other electronic mode, intra company, inter company, other settlements, availing of and utilizing any limits, issuing or receiving any guarantee of the Transferor company or carry out any other transaction as it deems fit.





- (xxii) Upon coming into effect of this scheme and till such time that the names of the bank accounts of the Transferor company is replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank account of the Transferor Company, in their names, in so far as may be necessary. Further, until the transfer and vesting of rights and obligations of the Transferor Company to the Transferee Company under this scheme is formally effected by the parties concerned, the Transferee company, shall be entitled to complete and enforce all pending contracts and transactions in the name of Transferor Company insofar as may be necessary.

- (xxiii) Such of the assets which are acquired by the Transferor company on or after the Appointed Date but prior to the Effective Date, shall under the provisions of sections 230 to 232 of the Act, 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 vested in and for be deemed to have been 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, the assets and properties of the Transferee Company.

1.2 TRANSFER OF LIABILITIES :

- (i) All Liabilities, whether or not provided in the books of the Transferor company, shall, under the provisions of sections 230 and 292 Of the Act,





without any further act Instrument, 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 vested in and be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the undertaking as a going concern and the same shall be assumed by the Transferee Company, to the extent they are outstanding on the Effective Date so as to become on and from the Appointed Date, the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor company, and the Transferee Company that meet, discharge and satisfy the same. Further, it shall not be necessary to obtain consent of the any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.

- (ii) All Liabilities which are incurred or which arise or accrue to the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall under the provisions of Sections 230 and 232 of the Act and all other provisions of Applicable Laws, 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 vested in and/or be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern and the same shall be assumed by the Transferee Company to the extent they are outstanding on the





Effective Date on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same.

- (iii) Any Liabilities of the Transferor company as on the Appointed Date that are discharged by the Transferor company on or after the Appointed Date but prior to the Effective Date, shall be deemed to have been discharged for and on account of the Transferee Company, upon the coming into effect of the Scheme.
- (iv) All loans raised and utilized, liabilities, duties and taxes and obligations incurred or undertaken by or on behalf of the Transferor company on or after the Appointed Date but prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and shall, under the provisions of sections 230 and 232 of the Act and all other provisions of Applicable Laws, if any, without any further act, instrument, 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 vested in and/or be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the undertaking as a going concern and the same shall be assumed by the Transferee Company and to the extent they are outstanding on the Effective Date, the Transferee Company shall meet, discharge and satisfy the same.
- (v) Loans, advances and other obligations (including any arrangement which may give rise to a contingent



liability in whatever form), if any, due or which may at any time in future immediately before the Effective Date become due or remain outstanding between the Transferor Company and the Transferee Company shall, under the provisions of sections 230 and 232 Of the Act, without any further act, instrument, deed, cost or charge, stand cancelled and be deemed to have been discharged by such cancellation and consequently, there shall remain no inter-se liability between them as of Effective Date and the corresponding appropriate effect shall be given in the books of accounts and records of the Transferee Company.

2. ENCUMBRANCES :

- (i) Upon the coming into effect of this scheme and with effect from the Appointed Date, all Encumbrances which are in the nature of the fixed charge and relate to specific fixed assets existing prior to the Effective Date over the fixed assets of the Transferor Company or the Transferee company which secure or relate to the Liabilities shall, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, continue to relate and attach to such specific fixed assets or any part thereof to which they were related or attached prior to the Effective Date even where transferred under the Scheme to the Transferee Company.
- (ii) Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the



Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company pursuant to this Scheme.

- (iii) Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the firing of necessary particulars and/or modification(s) of charge, with the Registrar of companies to give formal effect to the above provisions, if required.
- (iv) The provisions of this clause shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.
- (v) Upon this Scheme becoming effective, the secured creditors of the Transferor Company and/ or other holders of security over the properties of the Transferor Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferor Company, as existing immediately prior to the amalgamation of the Transferor Company with the Transferee Company and the secured creditors of the Transferee Company and/ or other holders of security over the properties of the Transferee Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferee Company, as existing immediately prior to the amalgamation of the Transferor Company with the Transferee Company. It is hereby clarified that



pursuant to the amalgamation of the Transferor Company with the Transferee Company, (a) the secured creditors of the Transferor Company and/ or other holders of security over the properties of the Transferor Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferee Company and therefore, such assets of the Transferor Company which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company and (b) the secured creditors of the Transferee Company and/ or other holders of security over the properties of the Transferee Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferor Company and therefore, such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company.

3. INTER - SE TRANSACTIONS :

Without prejudice to the above provisions, upon the Scheme coming into effect and with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes. For the avoidance of doubt, It is clarified that upon the Scheme coming into effect and with effect from the Appointed Date, to the extent there are inter-corporate loans, deposits,





obligations, balances or other outstanding as between the Transferor Company inter-se and/ or the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be.

4. LEGAL PROCEEDINGS :

- (i) At proceedings of whatsoever nature (legal and others, including any suits, appears, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Transferor Company shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking or anything contained in this scheme but the said proceedings, shall till the Effective Date be continued, prosecuted and enforced by or against the Transferor Company, as if this scheme had not been made .
- (ii) Upon the coming into effect of this scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor company, whether pending and/or arising on or before the Effective Date shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted and/or pending and/or arising by or against the Transferee Company.
- (iii) The Transferee Company undertakes to have accepted on behalf of itself all suits, claims, actions and legal proceedings initiated by or against the Transferor Company transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.





- (iv) On and from the Effective Date, the Transferee Company shall have a right, if required, to initiate any legal proceedings in relation to any transactions entered into by the Transferor company in the same manner and to the same extent as would or might have been initiated by the Transferor company.

5. EXECUTION OF DOCUMENTS :

Without prejudice to the other provisions of this scheme and notwithstanding the fact that vesting of the undertaking occurs by virtue of this scheme itself, the Transferee Company may, at any time after the coming into effect of the scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company are party or any writings as may be necessary in order to give formal effect to the provisions of this scheme. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this clause, the said third party or authority shall be obligated to, and shall make and duly record the necessary substitution/endorsement in the name of the Transferee Company pursuant to the order of NCLT, and upon this scheme becoming effective in accordance with the terms hereof. For this purpose, the Transferee company shall file appropriate applications / documents with relevant authorities concerned for information and record purposes. The Transferee Company shall, under the provisions of this scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.



6. CONDUCT OF BUSINESS:

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

- a) the Transferor Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of the of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions and the entire business for and on account of, and in trust for, the Transferee Company;
- b) all profits and income accruing or arising to the Transferor company, and losses and expenditure arising or incurred by the Transferor Company for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of the Transferee Company;
- c) any of the rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent of the Transferee Company;
- d) the Transferor Company shall not without the concurrence of Transferee Company alienate, charge or otherwise deal with any of its assets, except in the ordinary course of its business.



- e) the Transferor Company and the Transferee Company agree to support each other in relation to their respective contracts, arrangements and agreements.



7. TREATMENT OF TAXES :

All taxes, where applicable, (including but not limited to advance income tax, tax deducted at source, self-assessment tax, minimum alternate tax, tax collected at source, taxes withheld/paid in a foreign country, sales tax, excise duty, customs duty, service tax or Goods and Services Tax, as applicable, Value Added Tax, cess, tax refunds) payable by or refundable to the Transferor Company, including all or any tax refunds or tax liabilities or tax claims pending arising from tax proceedings, under any law, on or before the Effective Date, shall be treated as or deemed to be treated as the tax liability or tax refunds/tax claims (whether or not recorded in the books of the Transferor Company as the case may be, of the Transferee company, and any unabsorbed tax losses and depreciation, etc., as would have been available to the Transferor Company on or before the Effective Date, shall be available to the Transferee Company upon the Scheme coming into effect;



8. EMPLOYEES

- (i) Upon coming into effect of this scheme, all permanent employees, payrolls who are on the of the Transferor Company, including key managerial personnel engaged on contract basis and contract laborers and interns/trainees of the "Transferor Company " on the Effective Date, shall become employees of the Transferee Company with effect from the Effective Date, on such terms and conditions as are no less favorable than those on which they are currently engaged by the Transferor company, without any interruption of service as a result of this Amalgamation and





transfer. with regard to provident fund, gratuity, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of the Transferor Company, upon this Scheme becoming effective, the Transferee Company shall, stand substituted for the Transferor Company for all purposes whatsoever, including with regard to the obligation to make contributions to relevant authorities, in accordance with the provisions of Applicable Laws or otherwise. It is hereby clarified that upon this Scheme becoming effective the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of a, the transferred employees of the Transferor Company for such purpose shall be treated as having been continuous.

- (ii) The existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme and any other special scheme (including without limitation any employees stock option plan) or benefits created by the Transferor Company for its employees shall be continued on the same terms and conditions or be transferred to the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by the Transferee Company or as may be created by the Transferee Company for such purpose It is the intent that all rights, duties, powers and obligations of Transferor Company in relation to such fund or funds shall stand transferred to the Transferee company without need of any fresh approval from any statutory authority. Pending such transfer; the contributions required to be made in respect of such employee's shall continue to be made by the Transferee Company to the existing funds maintained by the Transferor Company.



- (iii) The Transferee Company undertakes that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of the Transferor company, the past services of such employees with the Transferor company shall also be taken into account and it shall pay the same accordingly, as and when such amounts are due and payable. Upon this scheme becoming effective, the Transferor Company will transfer/handover to the Transferee Company, copies of employment information of all such transferred employees of Transferor Company, including but not limited to, personnel files (including hiring documents, employment contracts, and documents reflecting changes in an employees, positioning, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files relating to its and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.

- (iv) The contributions made by Transferor Company in respect of its employees under Applicable Laws, to the provident fund, gratuity fund, leave encashment fund and any other special scheme or benefits created, for the period after the Appointed Date deemed to be contributions made by Transferee Company.

- (v) The Transferee Company shall continue to abide by any agreement(s) / settlement (s) entered into by the Transferor Company with any of its employees prior to Appointed Date and from Appointed Date till the Effective Date.



9. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the scheme, the transfer and vesting of the undertaking as per the provisions of the scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or after the Appointed Date till the Effective Date. The Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company or its predecessors as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

PART IV

ISSUE OF EQUITY SHARES BY THE TRANSFEE COMPANY

The provisions of this Part IV shall operate notwithstanding anything to the contrary in any other instrument, deed or writing.

10. ISSUE OF NEW EQUITY SHARES BY THE TRANSFEE COMPANY:

- a) Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Undertaking of the TRANSFEROR COMPANIES in the TRANSFEE COMPANY, in terms of this scheme, the TRANSFEE COMPANY shall without any further application or deed, be required to issue and allot to the equity shareholders of the TRANSFEROR COMPANIES whose names appear in the register of members as on the Record Date :

1. "No equity shares shall be allotted pursuant to the Scheme of Amalgamation to the Shareholders of the Transferor Company No 1 as the entire shares of the Transferor Company No 1 are held by the Transferee Company and its nominees."



2. To every Equity Shareholder of TRANSFEROR COMPANY NO.2, 48(Forty Eight) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares")for every 100(One Hundred) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO.2.
3. To every Equity Shareholder of TRANSFEROR COMPANY NO.3, 38(Thirty Eight) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every100(One hundred)Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO.3.
4. To every Equity Shareholder of TRANSFEROR COMPANY NO.4, 20(Twenty) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 100 (One Hundred) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO.4.
5. To every Equity Shareholder of TRANSFEROR COMPANY NO.5, 21 (Twenty One) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 100 (One



Hundred) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO.5.



- b) For arriving at the Share exchange ratio as outlined above, the Companies have considered the valuation Report submitted by Shri Vikash Goel (Registered Valuer, IBBI, Reg No. IBBI/RV/01/2018/10339)

The Rules for Preferential issue are not applicable where further shares are allotted in pursuance to merger and amalgamation scheme approved by the High Court. Further the equity shares of the Transferee Company are infrequently traded, hence pricing certificate is not applicable in its case.

- c) The new equity shares issued and allotted by the TRANSFEE COMPANY in terms of this Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the TRANSFEE COMPANY and shall *inter-se* rank *paripassu* in all respects with the existing equity shares of the TRANSFEE COMPANY, including in respect of dividend, if any, that may be declared by the TRANSFEE COMPANY on or after the Effective Date.

FRACTIONAL ENTITLEMENTS

- d) To ease all practical difficulties in allotment of shares, fractional shares, if any, resulting in the process of allotment of shares by the Transferee Company to the Shareholders of the Transferor Companies involved in the Scheme of Amalgamation based on the Swap Ratio recommended by the Registered Valuer, such fractional shares shall be rounded off to the immediate next higher integer and the Transferee Company shall accordingly allot shares to those shareholders who become entitled to fractional shares;





- e) Upon this Scheme coming into effect, the equity share certificates held by the shareholders of the TRANSFEROR COMPANIES shall be rendered invalid and deemed to have been cancelled automatically without any act or deed on part of the TRANSFEREE COMPANY.
- f) All the shareholders of the TRANSFEROR COMPANIES shall accept the Share(s) of the TRANSFEREE COMPANY to be allotted in terms of this Scheme as sanctioned by the Hon'ble National Company Law Tribunal, Bench at Kolkata in lieu of their existing shareholdings in the TRANSFEROR COMPANIES;
- g) Upon this Scheme coming into effect the equity Shares of the Transferor Company (ies) held by the Transferor Company(ies) inter se and by the Transferee Company in Transferor Company(ies) as on the record date shall stand cancelled. Similarly the Shares of the Transferee Company held by the Transferor Company(ies) as on the record date shall stand cancelled. The approval of the Scheme by the NCLT under Section 230 and 232 of the Companies Act, 2013 shall also be treated as approval under Section 66 of the Companies Act, 2013 for Reduction of Capital pursuant to such reduction and no further approval by the members will be required.
- h) All the shares held by the TRANSFEREE COMPANY in the TRANSFEROR COMPANIES or by the TRANSFEROR COMPANIES in the TRANSFEREE COMPANY or the TRANSFEROR COMPANIES inter-se, shall stand cancelled;
- i) Upon the Scheme becoming effective, the Equity Shares held by the Transferor Companies in the Transferee Company shall stand cancelled and accordingly, the Paid-up Equity Share Capital of the Transferee Company shall stand reduced to that extent;
- j) The cancellation and the consequent reduction of the share capital of the TRANSFEREE COMPANY shall be done as an integral part of the Scheme and not in accordance with Section 66 of the Companies Act, 2013 as the same does not involve either diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital and the order of the National Company Law

Tribunal sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction .

- k) The equity shares allotted pursuant to the Scheme shall be in dematerialized form only.
- l) Shareholders holding shares in physical form in the Transferor Company(ies) and who does not have a demat account shall open a demat account with a Depository Participant and shall furnish the details of the said demat account to the Company for crediting the shares to his account .
- m) Until the details of demat account are furnished to the Company , the Company shall keep the said shares in abeyance till such time the shareholder opens the demat account and provides details of such account to the Company .
- n) Where shares held by the shareholders in the Transferor Company(ies) are under dispute or transfer of shares are pending due to dispute , the Transferee Company shall till the resolving of the said disputes keep the shares allotted pursuant to the scheme in abeyance and shall credit to the account of shareholders once the dispute are resolved .
- o) All dividends accruing from the date of allotment of shares pursuant to the Scheme in respect of shares kept in abeyance , shall be released by the Company in favor of the shareholder once the dispute is resolved.
- p) The equity shares of the TRANSFEE COMPANY allotted pursuant the Scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated.
- q) Till the listing of the equity shares of the TRANSFEE COMPANY there will be no change in the Pre-Amalgamation Capital Structure and shareholding pattern or controls in the TRANSFEE COMPANY which may after status of the approval of the stock exchanges to scheme.

INCREASE IN SHAREHOLDING OF PROMOTERS

- r) The Promoters of the TRANSFEE COMPANY are all individuals who are holding presently around 66% in the TRANSFEE COMPANY. Upon





coming into effect of the Scheme there will be increase in the number of promoters and the shareholding of the Transferee Company as the promoters of Transferee Company happens to be the promoters of the Companies who are shareholders of the Transferor Companies. Post amalgamation the promoters shareholding will increase from around 66% to 73.84%, as the Individual promoters are all promoters of the TRANSFEROR COMPANY No 2, TRANSFEROR COMPANY No 3 and TRANSFEROR COMPANY No 5.



- s) Approval of the Scheme by the shareholders of Transferee Company and Transferor Companies shall be deemed to be due compliance of the provisions of section 42, 62 if any and other relevant or applicable provisions of the Companies Act, 2013 and Rules made there under the SEBI(LODR) Regulations 2015 and the Articles of Association of the TRANSFEREE COMPANY and no other consent shall be required under the Act or the Articles of Association of the TRANSFEREE COMPANY for the issue and allotment of the Equity shares by TRANSFEREE COMPANY to the shareholder of TRANSFEROR COMPANIES as provided hereinabove.

11. LISTING AGREEMENT AND SEBI COMPLIANCES

- a) Since the Transferee Company being a listed company this Scheme is subject to the Compliances by the transferee Company of all the requirements under the listing regulations and all statutory directives of the Securities Exchange Board of India (SEBI) Insofar as they relate to sanction and implementation of the Scheme.
- b) The Transferee Company in compliance with the listing Regulation shall apply for the principle approval of Stock Exchange where its shares listed in terms of the Regulation 37 of the listing regulations.
- c) The Transferee Company shall also comply with the directives of SEBI contained in the Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated 22nd December ,2020(Circular) .



- d) As per SEBI Master Circular No. SEBI /HO/CFD/DIL 1/CIR/P/2020/249 dated 22nd December ,2020 (Circular) applicable to this Scheme therefore it is provided in the Scheme that the Transferee Company will provide voting by the public shareholders through e voting and will disclose all material facts in the explanatory statement, to be sent to shareholders in relation to the said Resolution.

12. DIVIDENDS

- i. Subject to the provisions of the Scheme, the profits of the TRANSFEROR COMPANY(IES) for the period beginning from the Appointed Date shall belong to and be the profits of the TRANSFEREE COMPANY and will be available to the TRANSFEREE COMPANY for being disposed of in any manner as it thinks fit post the Effective Date.
- ii. With effect from the Appointed Date, the TRANSFEROR COMPANY(IES) shall not without the prior written consent of the TRANSFEREE COMPANY utilize the profits if any for declaring or paying of any dividend to its shareholders and shall also utilize adjust or claim adjustment of profits/reserves as the case may be earned/incurred or suffered after the Appointed Date.
- iii. 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 member of the TRANSFEROR COMPANY(IES) and/or the TRANSFEREE COMPANY to demand or claim any dividends which subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the TRANSFEROR COMPANY(IES) and the TRANSFEREE COMPANY subject to such approval of the shareholders, as may be required.

13. AMALGAMATION OF AUTHORISED CAPITAL OF TRANSFEROR COMPANIES

1. Upon this Scheme becoming effective and with effect from the Appointed Date, the authorized share capital of the TRANSFEROR COMPANIES shall stand transferred to and be amalgamated with the authorized share capital of the Transferee Company.
2. As an integral part of the Scheme and upon the Scheme becoming effective, the authorized share capital of the TRANSFEROR COMPANIES as on the Effective Date shall be added to the authorized share capital of the TRANSFEE COMPANY as on the Effective Date, without any further act or deed and without any further payment of stamp duty or registration fees. It is clarified that the stamp duty and/or registration fees already paid on the authorized share capital of the Transferor Company shall be set off as against the increased authorized share capital of the Transferee Company (in terms of the amalgamation as proposed under this Scheme) and no payment of additional stamp duty and/or registration fees shall be payable by the Transferee Company for Increase in its authorized share capital to that extent. The Transferee Company shall file requisite forms with the relevant Registrar of Companies to give effect to the Increase in its authorized equity share capital, as may be directed.
3. It is hereby clarified that the consent of the shareholders of the Transferor Companies and the Transferee Company to this Scheme shall be sufficient for the purposes of effecting this amendment in the Memorandum and Articles of Association of the Transferee Company and that no further resolution under Section 13, and Sections 61 and 64 or any



other applicable provisions of the Act, would be required to be separately passed.



14. INCREASE IN AUTHORISED SHARE CAPITAL OF THE TRANSFEREE COMPANY

Accordingly, in terms of this Scheme, the authorized share capital of the TRANSFEREE COMPANY shall stand enhanced to Rs.13,42,50,000/- (Rupees Thirteen Crore Forty Two Lac and Fifty Thousand only) divided into 1,34,25,000 equity shares of Rs. 10/- each. The capital clause being Clause V of the Memorandum of Association shall on the Effective Date stand substituted to read as follows:



"The authorised share capital of the Company is Rs. 13,42,50,000/- (Rupees Thirteen Crore Forty Two Lac and Fifty Thousand only) divided into 1,34,25,000 equity shares of Rs. 10/- each with power to increase and reduce the capital of the Company and to divide the shares into several classes and to attach thereto respectively such preferential rights, privilege or conditions as may be determined or in accordance with regulations of the Company and to vary, modify or abrogate any such rights, privilege or conditions in such manner as may for the time being be provided by the regulations of the Company.

15. INCREASE IN AUTHORISED CAPITAL BY TRANSFEREE COMPANY :

Upon the Scheme coming into effect and upon amalgamation of Authorized Capital of the TRANSFEROR COMPANIES , if the post amalgamated authorized capital of the TRANSFEREE COMPANY falls short in such a event the TRANSFEREE COMPANY shall increase the authorized capital to the extent required so as to allot shares for implementing the terms of the scheme .



16. REDUCTION OF SHARE CAPITAL

The Scheme does not contain any reduction in the share capital of the **TRANSFEE COMPANY** as per Sec. 66 of the Companies Act, 2013 except cancellation of shares of TRANSFEE COMPANY due to inter /cross holding of shares resulting from this amalgamation, if any. The Shares of the TRANSFEE COMPANY, if any, held by the TRANSFEROR COMPANY(IES) as on the Effective date will get cancelled and accordingly the approval of the Hon'ble Tribunal to the Scheme shall be treated as approval to such cancellation and reduction and no further approval for the same will be required .

PART V ACCOUNTING TREATMENT

17. ACCOUNTING TREATMENT :

Upon the scheme becoming effective and with effect from the Appointed Date since the transaction involves entities which are ultimately controlled by the same parties before and after the transaction, for the purpose of accounting and dealing with the value of assets and liabilities of the TRANSFEROR COMPANY(IES) the TRANSFEE COMPANY shall account for the amalgamation in accordance with Pooling of Interest Method laid down in **APPENDIX C " BUSINESS COMBINATIONS OF ENTITIES UNDER COMMON CONTROL "** of " **IND AS 103 BUSINESS COMBINATIONS "** notified under the provisions of the Act, read along with relevant rules framed there under and other applicable accounting standards, as under:

- a) All the assets and liabilities and reserves recorded in the books of the TRANSFEROR COMPANY(IES) shall stand transferred to and vested in the books of TRANSFEE COMPANY pursuant to the Scheme and shall be recorded by TRANSFEE COMPANY at their carrying amounts as



appearing in the books of the TRANSFEROR COMPANY(IES) on the Appointed Date.

- b) The identity of the reserves of the TRANSFEROR COMPANY(IES) shall be preserved and they shall appear in the financial statements of TRANSFEREE COMPANY in the same form and manner in which they appeared in the financial statements of the Transferor Company prior to the Scheme Coming effective .
- c) The Transferee Company shall account for shares issued to the Transferor Company Shareholders as per applicable Indian Accounting Standard
- d) The carrying amount of investments in the equity shares of the TRANSFEROR COMPANY to the extent held by the TRANSFEREE COMPANY shall stand cancelled and there shall be no further obligation in that behalf;
- e) Inter-Company transactions and balances including loans advances receivable or payable inter se between the TRANSFEROR COMPANY and the TRANSFEREE COMPANY as appearing in their books of accounts, if any shall stand cancelled.
- f) The difference if any between the carrying amounts of the net assets (assets less liabilities) and reserves of the Transferor Company as recorded under Clause(a) and Clause(b) herein above and the share capital account credited by the Transferee Company with the aggregate face value of the equity shares as recorded under Clause (c) herein above shall be transferred to the Capital Reserve as prescribed under Ind AS 103.
- g) In case of differences in accounting policy between the Transferor Company and Transferee Company the accounting policies followed by Transferee Company will prevail and the impact of the same till the Appointed Date shall be quantified and adjusted in Capital Reserve of Transferee Company to





ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

- h) All the assets and liabilities of Transferor Company are transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company under the respective heads subject to such correction and adjustment, if any as may be in the opinion of the Board of Directors of Transferee Company be necessary or required and to the extent permissible in law.



PART VI
DISSOLUTION OF THE TRANSFEROR COMPANIES
AND GENERAL TERMS AND CONDITIONS

18. REVOCATION OF THE SCHEME:

In the event of any of the said sanctions and approvals referred to herein above in the Scheme is not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the NCIT under section 230-232 of the Act and other applicable provisions of the Act and the rules framed there under as the case may be and / or order or orders not being passed as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Companies and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case each company shall bear its own costs unless otherwise mutually agreed. Further the board of directors including any





committee or sub-committee thereof, of the Transferor Company and the Transferee Company shall be entitled to revoke cancel and declare the Scheme to be of no effect if such boards are of the view that the coming into effect of the Scheme in terms of the provisions of this Scheme could have adverse implication on the Companies.

19. DISSOLUTION OF THE TRANSFEROR COMPANIES

- a) On the Scheme becoming effective, the Transferor Companies shall be dissolved without being wound up without any further act by the Transferor Companies and the Transferee Company.
- b) On and with effect from the Effective Date, the name of the Transferor Companies shall be struck off from the records of the RoC. The Transferee Company shall make all necessary filings in this regard.
- c) Any obligations or steps which need to be undertaken by the Transferor Companies pursuant to the sanction of this Scheme shall be fulfilled by the Transferee Company.



20. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of this Scheme, the resolutions, if any, of the TRANSFEROR COMPANIES, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.



21. MODIFICATION OF SCHEME

- a. Subject to approval of the Hon'ble National Company Law Tribunal, the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY by their respective Board of Directors may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which the Hon'ble National Company Law Tribunal or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY may in their discretion accept, such modification(s) or addition(s) as the Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The TRANSFEROR COMPANIES and the TRANSFEREE COMPANY by their respective Boards of Directors are authorized to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible in law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by the National Company Law Tribunal or any Governmental Authorities, which the Board of Directors of the TRANSFEROR COMPANIES or the TRANSFEREE COMPANY find unacceptable for any reason, then the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY shall be at liberty to withdraw the Scheme.





- b. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Board of Directors of the TRANSFEROR COMPANIES and TRANSFEREE COMPANY may give and are authorized to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any, of the TRANSFEROR COMPANIES) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

22. FILING OF APPLICATIONS

The TRANSFEROR COMPANIES and the TRANSFEREE COMPANY shall use their best efforts to make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act, before the National Company Law Tribunal having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

23. APPROVALS

The TRANSFEREE COMPANY shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the TRANSFEREE COMPANY may require



to own the Undertaking and to carry on the business of the TRANSFEROR COMPANIES.



24. EFFECT OF NON-RECEIPT OF APPROVALS/ SANCTIONS:

- a) In the event that the Scheme is not sanctioned by the NCLT or in the event any of consents approvals, permissions, resolutions agreements sanctions or conditions enumerated in the Scheme are not obtained or complied with or for any other reason, the Scheme cannot be implemented, the Scheme shall become null and void .
- b) The non-receipt of any sanctions or approvals for a particular asset or liability forming part of the TRANSFEROR COMPANY(IES) getting transferred pursuant to this Scheme shall not affect the effectiveness of the respective section of the Scheme if the Boards of Directors of the TRANSFEROR COMPANY and TRANSFEREE COMPANY so decide. The transfer of such asset or liability shall become effective from the Appointed Date as and when the said requisite approvals are received and the provisions of the Scheme shall apply appropriately to the said transfer.
- c) If any part of this Scheme hereof is invalid, ruled illegal by NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the TRANSFEROR COMPANIES and TRANSFEREE COMPANY that such Part shall be severable from the remainder of the Scheme and the Scheme be affected thereby unless the deletion of such Part shall cause this Scheme to become materially adverse to the Transferor Company(ies) and/or the TRANSFEREE COMPANY in which case the





TRANSFEROR COMPANY(IES) and the TRANSFEREE COMPANY shall attempt to bring about a modification in the Scheme as will best preserve for the TRANSFEROR COMPANY and TRANSFEREE COMPANY the benefits and obligations of the Scheme including but not limited to such Part.

25. SCHEME CONDITIONAL UPON SANCTIONS, ETC.

This Scheme is conditional upon and subject to:

- c. Obtaining observation letter or no-objection letter from the Stock Exchange in respect of the Scheme, pursuant to Regulation 37 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, (LODR Regulations') read with SEBI Circular and Regulations 11 and 94 of the LODR Regulations.
- d. Scheme being agreed to by the requisite majority of the respective classes of members of the TRANSFEROR COMPANIES and of the TRANSFEREE COMPANY as required under the Act and the requisite orders of the National Company Law Tribunal being obtained;
- e. The Scheme being approved by the majority of the public shareholders of the Transferee Company (by way of e-voting) as required under SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders, against it as required under the SEBI circular. The term 'public shareholder' shall carry the same meaning as defined under Rule 2 of the Securities Contract (Regulations) Rules, 195 and



- f. It being approved by the Hon'ble National Company Law Tribunal, Kolkata Bench.

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

26. COSTS, CHARGES, EXPENSES AND STAMP DUTY

All costs, charges and expenses (including any taxes and duties) incurred or payable by the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY in pursuance of this Scheme, including stamp duty on the orders of the Hon'ble National Company Law Tribunal, if any and to the extent applicable and payable, shall be paid by the TRANSFEREE COMPANY.

27. MISCELLANEOUS

The Scheme does not contain or provide for any compromise with the creditors of the **TRANSFEREE COMPANY** and the **TRANSFEROR COMPANIES**. Further the Scheme has not been drawn to accommodate any corporate debt restructuring of the **TRANSFEREE COMPANY** and the **TRANSFEROR COMPANIES**. The Scheme also does not come under the purview of the Competition Commission of India.

