

SCHEME OF AMALGAMATION

OF

**GREENPIECE LANDSCAPES INDIA PRIVATE LIMITED
(TRANSFEROR COMPANY 1)**

AND

**GOLDEN STAR FACILITIES AND SERVICES PRIVATE LIMITED
(TRANSFEROR COMPANY 2)**

AND

**MXF INFOTECH PRIVATE LIMITED
(TRANSFEROR COMPANY 3)**

AND

**TRIMAX SMART INFRAPROJECTS PRIVATE LIMITED
(TRANSFEROR COMPANY 4)**

WITH

**QUESS CORP LIMITED
(TRANSFeree COMPANY)**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(UNDER SECTION 233 OF THE COMPANIES ACT, 2013)



GENERAL

I. PURPOSE OF SCHEME

This Scheme of Amalgamation provides for the amalgamation of Greenpiece Landscapes India Private Limited (hereinafter referred to as "**Greenpiece**" or the "**Transferor Company 1**"), Golden Star Facilities and Services Private Limited (hereinafter referred to as "**Golden Star**" or the "**Transferor Company 2**"), MFX Infotech Private Limited (hereinafter referred to as "**MFX Infotech**" or the "**Transferor Company 3**") and Trimax Smart Infraprojects Private Limited (hereinafter referred to as "**Trimax**" or the "**Transferor Company 4**"), collectively referred to as "**Transferor Companies**", with Quess Corp Limited (hereinafter referred to as "**Quess**" or the "**Transferee Company**") pursuant to Section 233 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013, to the extent applicable.

II. RATIONALE FOR THE SCHEME

The Board of Directors (defined herein) of the Transferor Companies and the Transferee Company believe the following benefits pursuant to the amalgamation of the Transferor Companies into the Transferee Company:

1. Simplified management structure, leading to better administration and reduction in costs from more focused operational efforts, rationalization, standardization and simplification of business processes, elimination of duplication, reduction in multiplicity of legal and regulatory compliances and rationalization of administrative expenses.
2. Greater integration and financial strength for the amalgamated entity, which would result in maximising overall shareholders value.
3. Simplification of group structure by eliminating multiple companies within the group.

In view of the aforesaid, the Board of Directors of the Transferor Companies and the Transferee Company have considered the amalgamation of the entire Undertaking (defined herein) of the Transferor Companies into the Transferee Company, to benefit the stakeholders of all the companies. Accordingly, the Board of Directors of the Transferee Company and Transferor Companies have formulated this Scheme of Amalgamation for the transfer and vesting of the entire Undertaking of the Transferor Companies with and into the Transferee Company, pursuant to the provisions of Section 233 of the Companies Act, 2013, and other relevant provisions of the Companies Act, 2013, to the extent applicable.



III. PARTS OF THE SCHEME

The Scheme is divided into following parts:

- (i) **Part A** - dealing with definitions of the terms used in this Scheme of Amalgamation and setting out the share capital of the Transferor Companies and the Transferee Company;
- (ii) **Part B** - dealing with the transfer and vesting of the Undertaking of the Transferor Companies into the Transferee Company;
- (iii) **Part C** - dealing with the consideration for the amalgamation;
- (iv) **Part D** - dealing with the accounting treatment in the books of the Transferee Company; and
- (v) **Part E** - dealing with the dissolution of the Transferor Companies and the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.



PART A

DEFINITIONS, INTERPRETATIONS OF THE SCHEME AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1 **"Act"** means the Companies Act, 2013, ordinances, rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereof, from time to time.
- 1.2 **"Appointed Date"** means April 01, 2020, or such other date as the Regional Director or any other appropriate authorities may direct.
- 1.3 **"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.
- 1.4 **"Effective Date"** means the last of the dates on which the certified true copy of the order of the Regional Director or any other appropriate authorities sanctioning the Scheme is filed with the Registrar of Companies, Bangalore by the Transferor Companies and the Transferee Company.
- 1.5 **"Government Authority"** means the Central Government, any applicable 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.
- 1.6 **"Regional Director"** or **"RD"** means the Regional Director, South East Region having its office at 3rd Floor, Corporate Bhawan, Bandlaguda, Nagole, Tattiannaram Village, Hayat Nagar Mandal, Ranga Reddy District, Hyderabad - 500 068, Telangana, India.
- 1.7 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Amalgamation in its present form approved by the Board of the Transferor Companies and the Transferee Company submitted to the RD and any other appropriate authority with any modification(s) made under Clause 18 of this Scheme, as approved or directed by the RD or any other appropriate authority.



- 1.8 **"Transferee Company"** or **"Quess"** means Quess Corp Limited (CIN: L74140KA2007PLC043909), a company incorporated under the Companies Act, 1956, and having its registered office at 3/3/2, Bellandur Gate, Sarjapur Main Road, Bangalore - 560 103.
- 1.9 **"Transferor Company 1"** or **"Greenpiece"** means Greenpiece Landscapes India Private Limited (CIN: U01403KA2008PTC044865), a company incorporated under the Companies Act, 1956, and having its registered office at S2, 104, 13th Main, 5th Sector, H S R Layout, Bangalore - 560 034.
- 1.10 **"Transferor Company 2"** or **"Golden Star"** means Golden Star Facilities and Services Private Limited (CIN: U93000KA2008PTC133410), a company incorporated under the Companies Act, 1956, and having its registered office at 3/3/2, Bellandur Gate, Sarjapur Main Road, Bangalore - 560 103.
- 1.11 **"Transferor Company 3"** or **"MFX Infotech"** means MFX Infotech Private Limited (CIN: U72200KA2014PTC074949), a company incorporated under the Companies Act, 2013, and having its registered office at 3/3/2, Ambalipura, Sarjapur Road, Bellandur, Bangalore - 560 102.
- 1.12 **"Transferor Company 4"** or **"Trimax"** means Trimax Smart Infraprojects Private Limited (CIN: U74999KA2017PTC135030), a company incorporated under the Companies Act, 2013, and having its registered office at 3/3/2, Bellandur Gate, Sarjapur Main Road, Bangalore - 560 103.
- 1.13 **"Undertaking"** means the whole of the undertaking and entire business(es) of each of the Transferor Companies as a going concern, including (without limitation):
- (a) all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Companies, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, sundry debtors, furniture, fixtures, office equipment, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in its subsidiaries, cash balances or deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by any of the Transferor Companies, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/ or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any



nature whatsoever, know how, goodwill, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits/ tax credits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the Transferor Companies and advantages of whatsoever nature and wherever situated, in India or abroad, 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 each of the Transferor Companies or in connection with or relating to each of the Transferor Companies 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 each of the Transferor Companies, whether in India or abroad;

- (b) all liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of each of the Transferor Companies, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;
- (c) all agreements, rights, contracts (including but not limited to vendor contracts), entitlements, permits, licenses, approvals, authorisations, concessions, consents, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of each of the Transferor Companies;
- (d) all employees of the Transferor Companies immediately preceding the approval/ sanction of the Scheme; and
- (e) all intellectual property rights, records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of each of the Transferor Companies.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them in the Act or other applicable laws, as the case may be.



2. INTERPRETATIONS OF THE SCHEME

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

3. SHARE CAPITAL

3.1 Transferor Company 1

The authorised share capital and the issued, subscribed and paid-up capital of the Transferor Company 1 as at March 31, 2020, was as follows:

AUTHORISED SHARE CAPITAL		Amount (Rs.)
8,50,000 Equity Shares of Rs. 10/- each		85,00,000
Total		85,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL		Amount (Rs.)
8,00,000 Equity Shares of Rs. 10/- each		80,00,000
Total		80,00,000

Subsequent to March 31, 2020, there has been no change in the share capital of Transferor Company 1.

3.2 Transferor Company 2

The authorised share capital and the issued, subscribed and paid-up capital of the Transferor Company 2 as at March 31, 2020, was as follows:

AUTHORISED SHARE CAPITAL		Amount (Rs.)
10,00,000 Equity Shares of Rs. 10/- each		1,00,00,000
Total		1,00,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL		Amount (Rs.)
10,00,000 Equity Shares of Rs. 10/- each		1,00,00,000
Total		1,00,00,000

Subsequent to March 31, 2020, there has been no change in the share capital of Transferor Company 2.



3.3 Transferor Company 3

The authorised share capital and the issued, subscribed and paid-up capital of the Transferor Company 3 as at March 31, 2020, was as follows:

AUTHORISED SHARE CAPITAL	Amount (Rs.)
20,00,000 Equity Shares of Rs. 10/- each	2,00,00,000
Total	2,00,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	Amount (Rs.)
10,00,000 Equity Shares of Rs. 10/- each	1,00,00,000
Total	1,00,00,000

Subsequent to March 31, 2020, there has been no change in the share capital of Transferor Company 3.

3.4 Transferor Company 4

The authorised share capital and the issued, subscribed and paid-up capital of the Transferor Company 4 as at March 31, 2020, was as follows:

AUTHORISED SHARE CAPITAL	Amount (Rs.)
10,000 Equity Shares of Rs. 10/- each	1,00,000
Total	1,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	Amount (Rs.)
10,000 Equity Shares of Rs. 10/- each	1,00,000
Total	1,00,000

Subsequent to March 31, 2020, there has been no change in the share capital of Transferor Company 4.

3.5 Transferee Company

The authorised share capital and the issued, subscribed and paid-up capital of the Transferee Company as at March 31, 2020, was as follows:

AUTHORISED SHARE CAPITAL	Amount (Rs.)
20,00,00,000 Equity Shares of Rs. 10/- each	2,00,00,00,000
Total	2,00,00,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	Amount (Rs.)
14,75,10,694 Equity Shares of Rs. 10/- each	1,47,51,06,940
Total	1,47,51,06,940



The authorised share capital and the issued, subscribed and paid-up capital of the Transferee Company as at May 11, 2020, was as follows:

AUTHORISED SHARE CAPITAL	Amount (Rs.)
20,00,00,000 Equity Shares of Rs. 10/- each	2,00,00,00,000
Total	2,00,00,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	Amount (Rs.)
14,75,69,654 Equity Shares of Rs. 10/- each	1,47,56,96,540
Total	1,47,56,96,540

The authorised share capital and the issued, subscribed and paid-up capital of the Transferee Company as at May 27, 2020, was as follows:

AUTHORISED SHARE CAPITAL	Amount (Rs.)
20,00,00,000 Equity Shares of Rs. 10/- each	2,00,00,00,000
Total	2,00,00,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	Amount (Rs.)
14,75,83,321 Equity Shares of Rs. 10/- each	1,475,833,210
Total	1,475,833,210

As on date, there has been no material change in the above mentioned capital structure of the Transferee Company. The equity shares of the Transferee Company are listed on National Stock Exchange of India Limited and Bombay Stock Exchange Limited in India. The shares of the Transferor Companies are not listed on any recognised stock exchanges, whether in India or in any other country.

4. 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 the RD or any other appropriate authorities shall take effect on the Effective Date and shall be operative as of the Appointed Date.



PART B**TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANIES
INTO THE TRANSFeree COMPANY****5. TRANSFER AND VESTING OF UNDERTAKING**

5.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and Undertaking of the Transferor Companies shall be transferred to and vest in and/ or deemed to be transferred and vested in the Transferee Company by virtue of the Scheme and all books of accounts, papers and documents and records relating thereto, all of which shall without further act or deed be transferred to or vested in the Transferee Company pursuant to the provisions of Section 233 of the Act read with the relevant rules with effect from Appointed Date so as to become the assets and properties of the Transferee Company but subject to all charges, if any, affecting the same.

5.2 Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the terms of the Scheme:

- (a) The entire business and undertakings and all the immovable and moveable properties, tangible and intangible assets including but not limited to trademarks, patents, designs, copyrights, investments, powers, authorities, allotments, approvals, consents, licenses, permissions, registrations, contracts together with all non-compete covenants, engagement, arrangements, rights, titles, interests, agreements, benefits, including but not limited to certificates, permits, licenses, quotas, approvals, incentives, sales tax deferrals, loans, subsidies, concessions, grants, claims, leases, refund of monies, tenancy rights, liberties, rehabilitation schemes, special status, leasehold rights, other benefits (including tax benefits), tax holiday benefits, tax incentives and exemptions (including but not limited to tax credits), MAT Credit entitlement ("MAT Credit") (if available under law), tax losses (if available under law), prepaid taxes i.e. tax deducted at source ("TDS"), advance tax and self-assessment tax, under Income-tax Act, 1961, easements, privileges, liberties or privileges enjoyed by or conferred upon or held or availed of by and all rights and benefits that have accrued to the Transferor Companies, under the provisions of the Act and pursuant to the Order of the RD, without any further act, instrument or deed, but subject to the charges/ hypothecation/ mortgage affecting the same as on the Scheme coming into effect, be and stand transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date the estates, assets, rights, title, interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law without any further act, instrument or deed and stand transferred to and vested in or be deemed to have



been transferred to and vested in the Transferee Company as a going concern, to the end and intent that such security, mortgage and charge shall not at any time extend or be deemed to extend to other assets of any of the other units or divisions of the Transferee Company unless otherwise expressly provided. Further provided that the Scheme shall not operate to adversely affect the rights, interests and security created for any such loans, deposits and/ or facilities in any manner.

- (b) all the said liabilities (including contingent liabilities, if any) shall, without any further act, instruments or deed shall stand transferred to the Transferee Company pursuant to the applicable provisions of the Act, to become the debts, liabilities, duties and obligations of the Transferee Company. All the profits or income accruing or arising to the Transferor Companies or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes of expenditure or losses or taxes of the Transferee Company, as the case may be. It is clarified for the purpose of brevity that all assets and receivables, whether contingent or otherwise, of the Transferor Companies as on start of business on the Appointed Date, whether provided for or not, in the books of account and all other assets or receivables which may accrue or arise on or after the Appointed Date shall be the assets and receivables or otherwise, as the case may be of the Transferee Company.
- (c) The Transferee Company undertakes to honour the current trade arrangements, trade practices and the contractual obligations that the Transferor Companies have entered, and which exist as on the date of sanction of the Scheme by the RD.
- (d) Subject to forgoing clauses of this Scheme as state above, in respect of much of the assets of the Transferor Companies, including cash and bank balances, as are movable in nature or as otherwise capable of transfer by mutual delivery or by paying over or by endorsement and/ or delivery, the same shall be so transferred by the Transferor Companies with effect from the Appointed Date, after the Scheme is sanctioned by the RD without requiring any deed or instruments of conveyance for the same and shall, upon such transfer, become the property, estate, assets, rights, title, interest and authorities of the Transferee Company.
- (e) all existing and future incentives, un-availed credits and exemptions, benefit of carried forward losses (if available under law) and other statutory benefits, including in respect of income tax (including MAT), prepaid taxes i.e. TDS, advance tax and self-assessment tax, excise (including MODVAT/ CENVAT), customs, VAT, sales tax, service tax, GST, etc. to which Transferor Companies are entitled to shall be available to and vest in the Transferee Company. All taxes, duties, cess payable by the Transferor Companies including all or any refunds/



credit/ claims pertaining to the period prior to the Appointed date shall be treated as the liability or refunds/ credit/ claims of the Transferee Company.

- 5.3 The Transfer/ vesting as aforesaid shall be subject to the existing charges/ hypothecation/ mortgage, if any, as may be subsisting over or in respect of the said assets or any part thereof. Provided however any reference in any security document or arrangement to which the Transferor Companies is party, to the assets of the Transferor Companies offered or agreed to be offered as security for any financial assistance, or obligations, to the secured creditors, if any, of the Transferor Companies shall be construed as references only to the assets pertaining to the business of the Transferor Companies as are vested in the Transferee Company by virtue of the aforesaid clause to the end and intent that such security, mortgage and charge shall not at any time extend or be deemed to extend to any of the assets or to any of the other units or divisions of the Transferee Company unless otherwise expressly provided.

Provided that on such transfer/ vesting of the property, if any, of the Transferor Companies to the Transferee Company, it is expressly provided that any reference in any security document or arrangement to which the Transferee Company is a party, to the assets of the Transferee Company, offered or agreed to be offered as security for any financial assistance or guarantee whether for its own benefit or for the benefit of any other person, to the secured or other creditors, if any, of the Transferor Companies, or the secured or unsecured creditors of any other party to which the Transferee Company offers its assets as security, shall be construed as reference only to the assets pertaining to the undertaking of the Transferee Company to the end and intent that such security, mortgage and charge shall not at any time extend or be deemed to extend to the assets of the Transferor Companies as are vested in the Transferee Company by virtue of the Scheme.

- 5.4 With effect from the Appointed Date, all inter-party transactions between the Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.
- 5.5 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies and the Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of account and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.



- 5.6 All existing securities, mortgages, charges, liens or other encumbrances, if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the properties and other assets comprised in the Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, liens or other encumbrances secure or relate to liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such securities, mortgages, charges, liens or encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no encumbrances shall have been created by the Transferor Companies over its assets after the date of filing of the Scheme, without the prior written consent of the Board of Directors of the Transferee Company, except for those done in the normal course of business.
- 5.7 The existing encumbrances over the properties and other assets of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- 5.8 It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 5.9 With effect from the Appointed Date, all statutory licences, registrations, incentives, tax deferrals and benefits, carry-forward of tax losses, tax credits, tax refunds, MAT Credit, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, permissions, approvals or consents to carry on the operations of the Transferor Companies, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date shall stand vested in or transferred to the Transferee Company, pursuant to the Scheme, without any further act or deed and shall remain valid, effective and enforceable on the same terms and conditions and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the Undertaking of the Transferor Companies pursuant to this Scheme.
- 5.10 Upon the coming into effect of this Scheme, the resolutions, and other actions undertaken by the Transferor Companies, including approvals that may have been obtained by Transferor Companies from its shareholders, if required, under the provisions of the Companies Act, 1956 or the Companies Act, 2013 and 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 Companies Act, 1956 or the Companies Act, 2013 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 a part of the aggregate of the said limits in the Transferee Company.

- 5.11 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 Section 2(1B) of the Income-tax Act, 1961.

6. STAFF, WORKMEN & EMPLOYEES

- 6.1 On the Scheme becoming effective, all staff, workmen and employees of the Transferor Companies in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date or the date of joining whichever is later, without any break or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company (i.e. cost-to-company basis, in monetary terms) shall not be less favourable than those applicable to them with reference to their employment with the Transferor Companies on the Effective Date.
- 6.2 It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff, workmen and employees of the Transferor Companies shall become trusts/ funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such fund or funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said fund or funds, the services of the staff, workmen and employees of the Transferor Companies will be treated as having been continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Companies.
- 6.3 The provident fund, gratuity fund and superannuation fund dues, if any, of the employees of the Transferor Companies, subject to the necessary approvals and permissions and at the discretion of the Transferee Company either be continued as a separate fund of the Transferee Company for the benefit of the employees or be transferred to and merged with the similar funds of the Transferee Company. The Transferee Company shall continue to make contributions into the provident fund accounts of employees maintained under the registration of the Transferor Companies,



till such time the accounts are transferred under the registration of the Transferee Company. The Transferee Company shall also continue to make contributions to the gratuity fund and superannuation fund maintained by the Transferor Companies, till the date of completion of the transition.

7. LEGAL PROCEEDINGS

If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies are pending, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the arrangement by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies, as if this Scheme had not been made.

8. CONTRACTS, DEEDS, ETC., AND POWER TO GIVE EFFECT TO THIS PART

- 8.1 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which the Transferor Companies are party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments.
- 8.2 The Transferee Company shall 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 Companies will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.
- 8.3 All cheques and other negotiable instruments and payment orders received in the name of the Transferor Companies after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company. Similarly, the banker of the Transferee Company shall honour cheques issued by the Transferor Companies for payment on or after the Appointed Date and presented after the Effective Date.



9. TAXATION MATTERS

- 9.1 Upon the Scheme becoming effective, all taxes payable by the Transferor Companies under the Income-tax Act, 1961, Customs Act, 1962, Goods and Services tax Act or other applicable laws/ regulations dealing with taxes/ duties/ levies (hereinafter referred to as "Tax Laws") shall be to the account of the Transferee Company, similarly all credits for TDS on income of the Transferor Companies, or obligation for deduction of tax at source on any payment made by or to be made by the Transferor Companies shall be made or deemed to have been made and duly complied with by the Transferee Company if so made by the Transferor Companies. Similarly, any advance tax payment required to be made for by the specified due dates in the Tax Laws shall also be deemed to have been made by the Transferee Company if so made by the Transferor Companies. Any refunds under the Tax Laws due to the Transferor Companies consequent to the assessments made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 9.2 All taxes of any nature, duties, cesses or any other like payments or deductions made by the Transferor Companies or any of its agents to any statutory authorities such as income tax, sales tax, service tax, etc. or any tax deduction/ collection at source, tax credits under Tax Laws, relating to the period after the Appointed Date shall be deemed to have been on account of or paid by the Transferee Company, and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the Effective Date and upon relevant proof and documents being provided to the said authorities.



PART C**CONSIDERATION FOR AMALGAMATION****10. CONSIDERATION FOR AMALGAMATION**

- 10.1 The entire share capital of the Transferor Companies is held by the Transferee Company and its nominee(s). Upon this Scheme becoming effective, as the Transferee Company is the holding company of the Transferor Companies, there shall not be any issue of shares as consideration to the shareholders of the Transferor Companies.
- 10.2 Further, upon this Scheme becoming effective, the investments in the share capital of the Transferor Companies, appearing in the books of account of the Transferee Company shall be cancelled and Compulsorily Convertible Debentures ("CCDs") held by the Transferee Company in the Transferor Companies shall stand cancelled and extinguished without any further application, act, instrument or deed.

11. INCREASE IN AUTHORISED CAPITAL OF THE TRANSFEE COMPANY

- 11.1 Upon the Scheme coming into effect, the authorised share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to the Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, as provided in Clause 11.3 and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment, and no further resolution(s) under Section 13, Section 14, Section 61 or any other applicable provisions of the Act shall be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Companies on its authorised share capital shall be utilised and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and, accordingly, the Transferee Company shall only be required to pay differential, if any, in the fees/ stamp duty on the authorised share capital so increased, after adjusting the fees/ stamp duty already paid by the Transferor Companies.



11.2 Upon the Scheme becoming effective, the office of the Registrar of Companies shall immediately take note of the consolidation of authorised share capital of the Transferor Companies and enhance the authorised share capital of the Transferee Company accordingly in its records.

11.3 Accordingly, in terms of this Scheme, the authorised equity share capital of the Transferee Company shall stand enhanced to an amount of Rs. 203,86,00,000/- (Rupees Two Hundred Three Crore and Eighty Six Lakh Only) divided into 20,38,60,000 (Twenty Crore Thirty Eight Lakh and Sixty Thousand Only) equity shares of Rs. 10/- (Rupees Ten Only) each and the capital clause being Clause V of the Memorandum of Association of the Transferee Company shall stand substituted to read as follows:

"V. The Authorised Share Capital of the Company is Rs. 203,86,00,000/- (Rupees Two Hundred Three Crore and Eighty Six Only) divided into 20,38,60,000 (Twenty Crore Thirty Eight Lakh and Sixty Thousand Only) equity shares of Rs. 10/- (Rupees Ten Only) each."



PART D**ACCOUNTING TREATMENT
IN THE BOOKS OF THE TRANSFEREE COMPANY****12. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY**

- 12.1 Notwithstanding anything to the contrary contained in any other clause in the Scheme, the Transferee Company shall give effect to the amalgamation in its books of account in accordance with Appendix C to Indian Accounting Standard (Ind AS) 103 Business Combinations and other accounting principles prescribed under the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 and on the date determined in accordance with Ind AS.
- 12.2 Upon the scheme becoming effective, the Transferor Companies shall stand dissolved, all the assets, liabilities and reserves of the Transferor Companies will be recorded at the carrying values in the consolidated financial statements. No adjustment shall be made to the carrying amount of assets and liabilities as reflected in the consolidated financial statements as it relates to the Transferor Companies, to reflect fair values or recognise any new assets or liabilities. All reserves of the Transferor Companies are deemed to be carried forward and shall be recorded in the books of the Transferee Company in the same form in which they appeared in the books of the Transferor Companies. The carrying amount of the Transferee Company of its investment in the shares of the Transferor Companies, which shall be cancelled in the terms of this Scheme, and the aggregate face value of such shares shall, subject to other provisions contained herein, be adjusted and reflected as in the consolidated financial statements as it relates to the Transferor Companies.
- 12.3 Further the financial statements of the Transferee Company in respect of prior periods will be restated as if the amalgamation had occurred from the beginning of the preceding period or from the date the Transferor Companies was consolidated in the prior period (date of accounting for business combination of the Transferor Companies by the Transferee Company) in accordance with Appendix C to Ind AS 103 as the amalgamation is considered to be a common control transaction.
- 12.4 To the extent there are inter-corporate loans or balances (including but not limited to CCDs) between the Transferor Companies and the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets and liabilities, as the case may be.



- 12.5 In case of any differences in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies, as may be directed by the Board of Directors of the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the reserves to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

13. TRANSACTIONS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE

During the period from the Appointed Date to the Effective Date:

- 13.1 The Transferor Companies shall carry on and be deemed to have carried on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its business and Undertaking for and on account of and in trust for the Transferee Company.
- 13.2 The Transferor Companies shall carry on their respective businesses and activities in the ordinary course of business with reasonable diligence and business prudence.
- 13.3 All the profits or income accruing or arising to the Transferor Companies or expenditure or losses incurred or arising to the Transferor Companies, shall for all purposes be treated and deemed to and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company.
- 13.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Government Authorities concerned, as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Companies.
- 13.5 The Transferor Companies shall carry on their respective businesses, operations or activities with reasonable diligence and business prudence and in the same manner as they had been doing hitherto and shall not venture into/ expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, without the prior consent of the Transferee Company.
- 13.6 The Transferee Company and the Transferor Companies shall also be entitled to make an application for amending, cancelling or obtaining fresh registrations, as the case may be, under all applicable laws and legislations. The Transferee Company and the Transferor Companies would be entitled to make an application for amending licenses/ authorisations.



14. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Companies under Clause 5 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or concluded between the Appointed Date and the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.



PART E**DISSOLUTION OF THE TRANSFEROR COMPANIES AND
GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME AND OTHER
MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO****15. WINDING UP**

On the Scheme becoming effective, the Transferor Companies shall stand dissolved, without being wound-up.

16. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

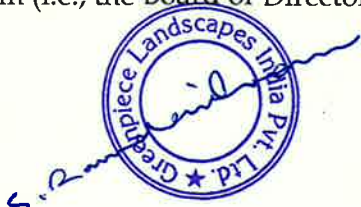
- (i) The requisite consent, approval or permission of the Central Government or any Government Authorities, which by law may be necessary for the implementation of this Scheme;
- (ii) Approval by the RD;
- (iii) The certified copy of the order of the RD sanctioning the Scheme is filed with the Registrar of Companies by the Transferor Companies and the Transferee Company; and
- (iv) Compliance with such other conditions as may be imposed by the RD or any other appropriate authorities.

17. APPLICATION TO THE REGIONAL DIRECTOR

The Transferee Company and the Transferor Companies shall, with all reasonable despatch, make and file applications/ petitions under Section 233 and other applicable provisions of the Act to the RD, within whose jurisdiction the registered offices of the Transferee Company and the Transferor Companies are situated, for sanctioning the Scheme, and for dissolution of the Transferor Companies without being wound-up.

18. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferee Company and the Transferor Companies by their respective Board of Directors, or any person(s) or committee authorised/ appointed by them, may carry out or assent to any modifications/ amendments to the Scheme or to any conditions or limitations that the RD and/ or any other Government Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e., the Board of Directors or the person(s)/ committee). The Transferee Company



and the Transferor Companies by their respective Board of Directors, or any person(s) or committee authorised/ appointed by them, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any Government/ regulatory Authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith.

19. EFFECT OF NON-RECEIPT OF APPROVALS

In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Companies shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the RD, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

20. COSTS, CHARGES AND EXPENSES

In the event of the Scheme being sanctioned by the RD, the costs incurred by the Transferee Company shall be adjusted against, the assets acquired from the Transferor Companies in terms of Clause 5.

21. MISCELLANEOUS

In case any doubt or difference or issue shall arise among the Transferor Companies and the Transferee Company or any of their shareholders, creditors, employees and/ or persons entitled to or claiming any right to any shares in the Transferor Companies or the Transferee Company, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amiably settled between the Board of Directors of the Transferor Companies and the Transferee Company and the decision arrived at therein shall be final and binding on all concerned.

22. RESIDUAL PROVISIONS

- 22.1 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between Transferee Company and the Transferor Companies and their respective Shareholders and the terms and conditions of this Scheme, the latter shall prevail.



- 22.2 Any error, mistake, omission, commission, which is apparent in the Scheme should be read in a manner which is appropriate to the intent and purpose of the Scheme and in line with the preamble as mentioned herein above.
- 22.3 If any part or provision of this Scheme is found to be invalid, unenforceable or unworkable, for any reason whatsoever, the same shall not affect the validity or implementation of the other parts and/ or provisions of the Scheme and no rights or liabilities whatsoever shall accrue to, or be incurred inter se by, the parties or their respective shareholders, creditors, employees or any other person with respect to such part of the Scheme which is invalid, unenforceable or unworkable.

