

SCHEME OF AMALGAMATION
UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013
BETWEEN
TRANSINDIA REAL ESTATE LIMITED: TRANSFEREE COMPANY
AND
MADANAHATTI LOGISTICS AND INDUSTRIAL PARKS PRIVATE LIMITED:
TRANSFEROR COMPANY
AND
THEIR RESPECTIVE SHAREHOLDERS
AND
THEIR RESPECTIVE CREDITORS

(PURSUANT TO SECTION 230 TO 232 OF THE COMPANIES ACT, 2013
AND OTHER APPLICABLE PROVISION OF THE COMPANIES ACT, 2013)

PREAMBLE

This Scheme of Amalgamation (as defined hereinafter in Clause 3.15 of Part I) is presented under Sections 230 to 232, of the Companies Act, 2013 (the “Act”) and other applicable provisions of the Act for amalgamation of M/s. Madanahatti Logistics and Industrial Parks Private Limited (hereinafter referred to as “**Transferor Company**”) with M/s. Transindia Real Estate Limited (hereinafter referred to as “**Transferee Company**”).

The Scheme is in the best interests of the Transferor Company, Transferee Company, their shareholders, their creditors and all other stakeholders.

PARTS OF THE SCHEME:

The Scheme is divided into five parts:

- i. **Part I** sets-forth the Introduction, Definitions and Interpretation;
- ii. **Part II** sets forth the share capital structure of the Transferee Company and Transferor Company;
- iii. **Part III** deals with the amalgamation of the Transferor Company with the Transferee Company, in accordance with sections 230 to 232 of the Act;
- iv. **Part IV** deals with consideration, accounting and tax treatments in the Financial Statements of the Transferee Company pursuant to the amalgamation of the Transferor Company in the Transferee Company and in terms of this Scheme; and
- v. **Part V** deals with general/residuary terms and conditions.

PART I

INTRODUCTION, DEFINITIONS AND INTERPRETATION

1 INTRODUCTION

1.1 TRANSINDIA REAL ESTATE LIMITED

TRANSINDIA REAL ESTATE LIMITED (hereinafter referred to as “**Transferee Company**”) having CIN L61200MH2021PLC372756, is a public limited company incorporated on December 3, 2021, under the Companies Act, 2013 and has its Registered Office situated at 6th Floor, B-Wing, Allcargo House, CST Road, Kalina, Santacruz (East), Vidyanagari, Mumbai – 400098, Maharashtra, India. The equity shares of the Transferee Company are listed on the BSE Limited (‘**BSE**’) and National Stock Exchange of India Limited (‘**NSE**’). The details about the capital structure of Transferee Company are set out in Part II.

Transindia Real Estate Limited is a listed company engaged in the business of real estate, warehousing, and commercial logistics space.

The main objects of the Company are: -

1. To carry on the storage, warehousing and transportation and handling of all kinds of cargo, whether containerized or not, domestic or exim to and from any port station to any container freight station or to any inland container depot



and freight carriers, transportation of goods, animals or passengers from place to place either by land, rail, air, sea or multimodal whether by means of rail, motor vehicles, or aeroplanes or vessel or other means of transport and to establish, construct and operate container freight stations, inland container depots, rail linked inland container depots, multimodal parks, logistics parks and allied activities and operate railway sidings and to own, use containers, railway wagons, trucks, or other vehicles and deploy the containers in the business of freight forwarding whether domestic or international, by means of rail, road, sea, transport and multimodal transport and to carry on the business of clearing and shipping agent, third party logistics, fleet owners of trucks, trailers, cranes, wagons, bulldozers and all types of earth moving equipment's and machines on its own or in Joint Venture, Joint Participation, in collaboration or Strategic Alliance with Private Sector Indian or Multi - National Company, Government or Semi-Governments Organisation or Body Corporate, Public Sector Undertaking Enterprises;

2. To carry on all the business of construction of logistics parks, industrial parks, warehouses and other areas related builders, real estate-developers, contractors, sub-contractors, dealers and by advancing money to and enter into contracts and arrangements of all kinds with builders, tenants, occupiers and others, land development, service apartments ,serviced plots, constructions of residential and commercial premises including business centers and offices, securing lands ,private or Government for formation and development of townships, and to deal in and act as agents for lands, buildings, factories and commercial plots ,and construct/maintain and alter commercial, industrial plots and properties and sale or lease them out by providing with all modern amenities and development thereof and securing capital, funds and raising loans for construction and advancing to other organizations for similar purposes;
3. To carry on the business of buying, acquiring and holding land on lease basis or otherwise and constructing and dealing in buildings, flats, sheds, maisonettes, dwelling houses, bungalows, shops, offices, and to build roads, bridges, dams, irrigation projects, airports, railway stations and other infrastructure facilities on build, operate highways, airports, express routes, roads, paths, streets, bridges, sideways, tunnels, railroads, alleys, courts, pavements, dams, township schemes, docks, shipyards, harbours, jetties, seaware, canal, wells, ports, reservoirs, embankments, irrigations, reclamations, improvements, domestic and sanitary water treatment plants, entertainment complexes and / or parks, information technology parks, convention centres, seminar centres, exhibition complexes, infrastructural items, modes of transports or any other structural or architectural work and also to undertake other similar constructions, leveling or paving work, irrespective whether these works are presently carried out by any Government agencies.

1.2 MADANAHATTI LOGISTICS AND INDUSTRIAL PARKS PRIVATE LIMITED

Madanahatti Logistics and Industrial Parks Private Limited (hereinafter referred to as “**Transferor Company**”) having CIN U60200MH2018PTC317945, is a private limited company incorporated on December 6, 2018 under the Companies Act, 2013 and has its Registered Office situated at 4th Floor, A-Wing, Allcargo House, CST Road, Kalina, Santacruz (East), Mumbai – 400098, Maharashtra, India. The details about the capital structure of Transferor



Company are set out in Part II.

The Transferor Company is a wholly owned subsidiary of the Transfree Company and is primarily engaged in the business of storage, warehousing, commercial logistics space, and handling of all types of cargo through various modes.

The main objects of the Company are:

1. To carry on the business of storage, warehousing, transportation and handling of all kinds of cargo, whether containerized or not, domestic or exim to and from any port station to any container freight station or to any inland container depot and freight carriers, transportation of goods, animals or passengers from place to place either by land, rail, air, sea or multimodal whether by means of rail, motor vehicles, or aeroplanes or vessel or other means of transport and to establish, construct and operate container freight stations, inland container depots, rail linked inland container depots, multimodal parks, logistics parks and allied activities and operate railway sidings and to own, use containers, railway wagons, trucks, or other vehicles and deploy the containers in the business of freight forwarding whether domestic or international, by means of rail, road, sea, transport and multimodal transport and to carry on the business of clearing and shipping agent, third party logistics, fleet owners of trucks, trailers, cranes, wagons, bulldozers and all types of earth moving equipment's and machines on its own or in Joint Venture, Joint Participation, in collaboration or Strategic Alliance with Private Sector Indian or Multi - National Company, Government or Semi-Governments Organisation or Body Corporate, Public Sector Undertaking Enterprises;
2. To carry on the business of warehousing, contract logistics, supply chain management, storage, transportation and handling of all kinds of cargo including but not limited to local cargo, EXIM cargo, containerized cargo or otherwise to and from any port station to any container freight station or to any inland container depot and freight carriers, transportation of goods from place to place either by land or by air or by sea or partly by sea and partly by land or air, whether by means of rail, motor vehicles and/or aeroplanes and/or vessels and/or other means of transport.
3. To carry on the business of providing warehouse management services including value added services such re-working or redressing, modification of products, labeling, re-labeling, packing, re-packing, palletization, specialized consultancy service of arranging and assisting required license/approval for operation, specialized cargo handling and inventory management of the customers.

2 RATIONALE OF THE SCHEME

2.1 The Scheme would *inter alia* have the following benefits:

- a) Greater integration and greater financial strength and flexibility and maximize overall shareholders' value.
- b) Cost savings from more focused operational efforts, rationalization, standardization and simplification of business processes and productivity



improvements.

- c) Greater efficiency in cash management of the Transferee Company and unfettered access to cash flow generated by the combined businesses which can be deployed more efficiently to fund growth opportunities, to maximize shareholders' value.
 - d) Consolidation and improvement in the internal control systems and procedures, which will bring greater management and operational efficiency due to integration of various similar functions being carried out by the entities such as human resources, finance, legal, management etc.
 - e) Reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the Transferor Company and the Transferee Company.
 - f) Enable unified accounting and auditing resulting in reduction in costs and time and efforts involved.
- 2.2 Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 230-232 of the Companies Act, 2013 and other relevant provisions of the Act. The proposed corporate restructuring mechanism by way of a scheme of merger by absorption under the provisions of the Companies Act, 2013 is beneficial, advantageous and not prejudicial and is in the best interests of all the stakeholders of both the companies involved.

3 DEFINITIONS

In this Scheme, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:

- 3.1 **"Act" or "the Act"** means the Companies Act, 2013 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto and/or any re-enactment thereof;
- 3.2 **"Applicable Law(s)"** means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the concerned authority, Governmental Authority resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question;
- 3.3 **"Appropriate Authority"** means any governmental, statutory, regulatory, departmental or public body or authority of India including, the Regional Director, Registrar of Companies, Official Liquidator or the National Company Law Tribunal.
- 3.4 **"Appointed Date"** means 1st April, 2025, or such other date as may be approved by the National Company Law Tribunal for amalgamation of Madanahatti Logistics and Industrial Parks Private Limited into Transindia Real Estate Limited;



- 3.5 **“Board of Directors”/ “Board”** in relation to the Transferor Company and/or the Transferee Company, as the case may be, shall, unless it be repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee as may be constituted by the board of directors;
- 3.6 **“Clause” and “sub-Clause”** means the relevant clauses and sub-clauses set out in this Scheme;
- 3.7 **“Companies”** means Transferor Company and Transferee Company collectively;
- 3.8 **“Employees”** means all the employees of the Transferor Companies who are on the pay-roll of the Transferor Companies as on the Effective Date;
- 3.9 **“Effective Date”** means the date on which the Scheme shall become effective pursuant to Clause 19 of Part V of this Scheme. Any references in this Scheme to “upon this Scheme becoming effective” or “effectiveness of this Scheme” or “after this Scheme becomes effective” means and refers to the Effective Date;
- 3.10 **“Financial Statements”** would include standalone and consolidated accounts;
- 3.11 **“Governmental Authority”** means any government authority, statutory authority, government department, agency, commission, board, Tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;
- 3.12 **“Listing Regulations”** shall mean SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendments, modifications or any enactment thereof;
- 3.13 **“NCLT”** means the National Company Law Tribunal, Mumbai Bench, to which this Scheme in its present form is submitted for its sanctioning under sections 230 to 232 of the Act;
- 3.14 **“ROC”** means the Registrar of Companies, Mumbai, Maharashtra having jurisdiction over the respective Companies;
- 3.15 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation in its present form (along with any annexures, schedules, etc., annexed/attached hereto), with such modifications and amendments as may be made from time to time, and with appropriate approvals and sanctions of the NCLT and other relevant regulatory authorities, as may be required under the Act, as applicable, and under all other applicable laws;
- 3.16 **“SEBI”** shall mean Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 3.17 **“Stock Exchange(s)” or “Exchange(s)”** shall mean BSE Limited and/ or National Stock Exchange of India Limited.
- 3.18 **“Transferee Company”** shall mean Transindia Real Estate Limited, as defined in Clause 1.1 of Part I;
- 3.19 **“Transferor Company”** shall mean Madanahatti Logistics and Industrial Parks



Private Limited, as defined in Clause 1.2 of Part I above;

- 3.20 The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meanings ascribed to them under the Act, the IT Act and other applicable laws, rules, regulations, bye-laws, guidelines, circulars, notifications, orders, as the case may be including any statutory modification or re-enactment thereof, from time to time.

4 INTERPRETATION

In this Scheme, unless the context otherwise requires:

- 4.1 Words denoting singular shall include plural and vice versa and references to any gender includes the other gender;
- 4.2 Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 4.3 References to the word "include" or "including" shall be construed without limitation;
- 4.4 References to Clauses are to the Clauses to this Scheme;
- 4.5 References to the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme;
- 4.6 Reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation;
- 4.7 Reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 4.8 Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them;
- 4.9 References to a person include any individual, firm, body corporate (whether incorporated or not), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality); and
- 4.10 Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any forgoing words.

5 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 NCLT or any other competent authority, or made as per the Scheme, shall be effective from the Appointed Date and shall be operative from the Effective Date.



PART II

SHARE CAPITAL STRUCTURE

6 CAPITAL STRUCTURE

6.1 The share capital of Transferee Company as on March 31, 2025, was as under:

Particulars	Amount (INR)
<u>Authorised Capital:</u>	
27,50,00,000 Equity Shares of Rs. 2/- each	55,00,00,000
Total	55,00,00,000
<u>Issued, Subscribed and Paid-up Capital:</u>	
24,56,95,524 Equity Shares of Rs. 2/- each fully paid	49,13,91,048
Total	49,13,91,048

Subsequent to the above date and till the date of filing of this Scheme as approved by the Board of Directors of Transferee Company, there is no change in authorized, issued, subscribed and paid-up equity capital of Transferee Company.

6.2 The share capital of Transferor Company as on March 31, 2025, was as under:

Particulars	Amount (INR)
<u>Authorised Capital:</u>	
1,00,00,000 Equity Shares of Rs.10/- each	10,00,00,000
Total	10,00,00,000
<u>Issued, Subscribed and Paid-up Capital:</u>	
6,00,000 Equity Shares of Rs. 10/- each, fully paid up	60,00,000
Total	60,00,000

Subsequent to the above date and till the date of filing of this Scheme as approved by the Board of Directors of Transferor Company, there is no change in the issued, subscribed and paid-up equity capital of Transferor Company.



PART-III

AMALGAMATION OF THE TRANSFEROR COMPANY INTO AND WITH THE TRANSFEREE COMPANY

7 TRANSFER AND VESTING

- 7.1 With effect from the Appointed Date mentioned herein, and upon the Scheme becoming effective, all the undertakings, businesses, assets and properties of the Transferor Company, shall, pursuant to the provisions of section 230 to 232 of the Act and all other applicable provisions, if any, of the Act, and without any further act, instrument, deed, matter or thing, stand transferred to and vested into or be deemed to be transferred to and vested, as a going concern, into the Transferee Company, so as to vest in the Transferee Company all the rights, title, estate and interest pertaining to or belonging to or in possession of or granted in favour of the Transferor Company.
- 7.2 Subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, on occurrence of the Effective Date, the whole of the business, personnel, property, assets, liabilities, investments, rights, benefits and interest therein of the Transferor Company shall, with effect from the Appointed Date, stand transferred to and be vested in the Transferee Company, without any further act or deed, and by virtue of the order passed by the NCLT. Without prejudice to the generality of the above, and in particular, the Transferor Company shall stand transferred to and be vested in the Transferee Company in the manner described in sub-clauses 7.2.1 to 7.2.11 below:
- 7.2.1 All assets of the Transferor Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, shall stand vested in the Transferee Company and shall become the property and an integral part of the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.
- 7.2.2 All movable properties of the Transferor Company, other than those specified in sub-clause (7.2.1) above, including sundry debtors, bills, credits outstanding loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances and deposits, property, earnest money or deposit with any governmental, local or any other authority or body or with company or with other person if any, shall without any further act, instrument or deed, become the property of the Transferee Company;
- 7.2.3 All immovable properties (including rights relating to immovable properties) of the Transferor Company, if any, whether freehold or leasehold, and all documents of title, rights and easements in relation thereto, shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Transferee Company, without any further act or deed done by the Transferor Company and/or the Transferee Company. With effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and



charges, and fulfill all obligations, in relation to or applicable to such immovable properties. The Mutation/substitution of the title to such immovable properties shall be made and duly recorded in the name of the Transferee Company by the Appropriate Authorities pursuant to the Scheme of Amalgamation being approved by the NCLT and the Scheme becoming effective in accordance with the terms hereof. The Transferor Company shall take all steps as may be necessary to ensure that lawful, peaceful and unencumbered possession, right, title, interest of its immovable property is given to the Transferee Company;

- 7.2.4 All investments including the investments made by Transferor Company in other Entities/Body Corporates, in form of shares, scrips, stocks, bonds, debentures, debenture stocks, inter-corporate deposits, units, capital contribution, mutual funds etc. or pass through certificates and including depository receipts and certificates and other accrued benefits thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Transferee Company, without any further act or deed done by the Transferor Company and/or the Transferee Company;
- 7.2.5 All the intellectual property rights of any nature whatsoever, including but not limited to intangible assets, including trademarks, logos, service marks, copyrights, domain names, trade names and applications relating thereto, goodwill, knowhow and trade secrets, pertaining to the Transferor Company, whether or not registered and whether or not recorded in books of accounts of the Transferor Company, without any cost, further act, instrument or deed, shall be and shall stand transferred to and vested in the Transferee Company as a part of the transfer as a going concern, so as to become, as and from the Appointed Date, the intellectual property of the Transferee Company.
- 7.2.6 All debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheets of the Transferor Company, shall, be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and the Transferee Company undertakes to meet, discharge and satisfy the same. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause without any further Act, instrument, deed, matter or thing;
- 7.2.7 All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, registrations, licenses including those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to 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, shall be in full force and effect on, against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto;



- 7.2.8 Any pending suit/appeal or other proceedings of whatsoever nature relating to the Transferor Company, whether by or against the Transferor Company, shall not abate or be discontinued or in any way prejudicially affected by reason of the amalgamation of the Transferor Company or of anything contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and/or enforced by or against the Transferor Company. The Transferee Company shall file necessary application for transfer of all pending suit/appeal or other proceedings of whatsoever nature relating to Transferor Company;
- 7.2.9 All employees of the Transferor Company, who are on its pay roll shall be engaged by the Transferee Company, on such terms and conditions as are no less favourable 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. The Transferee Company shall, pursuant to amalgamation, issue new appointment letters to such employees confirming their continued employment on equivalent terms and conditions. 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 (if any), upon this Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, in accordance with the provisions of applicable laws and in terms of this Scheme. 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 all the transferred employees of the Transferor Company for such purpose, shall be treated as having been continuous;
- 7.2.10 All statutory licenses, permissions or approvals or consents held by the Transferor Company required to carry on its operations shall stand transferred to and be vested in the Transferee Company without any further act or deed, and shall, as may be required, be appropriately mutated by the statutory authorities concerned therewith in favor of the Transferee Company. The benefit of all statutory and regulatory permissions, approvals and consents of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme;
- 7.2.11 Any and all registrations, goodwill, licenses appertaining to the Transferor Company shall stand transferred to and vested in the Transferee Company.

7.3 Procedural Formalities Post Sanction of the Scheme

- 7.3.1 The Transferee Company shall, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law, execute deeds of confirmation or novation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Company have been a party, in order to give formal effect to the above provisions. 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.

- 7.3.2 Upon the Scheme becoming effective, for statistical purposes only and without any separate deed, instrument or writing, the Transferor Company and/or the Transferee Company shall, if required, simultaneously with the amendment in the register of charge file particulars of the modified charge with the concerned ROC, if any. Any documentation subsequently entered into with the term lenders or the working capital lenders of the Transferor Company and the Transferee Company, shall be for the sake of convenience and record only and to reflect the changes in the security pursuant to the Scheme and there shall be no break in the continuity of such charge and the same shall relate back to the date of its creation thereof in the Transferor Company.
- 7.3.3 Upon the Scheme becoming effective, all statutory permissions, licenses, approvals, consents, privileges, benefits and benefits of filings and all other incorporeal rights emanating from such licenses (together the "Licenses", for the purpose of this Clause 7.3.3) relating to the Transferor Company, shall stand transferred to and vested in the Transferee Company without any further act, instrument or deed, as more particularly provided hereinabove. Notwithstanding such transfer/ vesting of the Licenses, if any application is required for the statistical record of the statutory authorities to implement the transfer and vesting of the Licenses, as provided hereinabove, the Transferee Company shall facilitate the statutory authorities by filing such applications, which shall be granted/ approved in favour of the Transferee Company based on the sanction order of the Scheme by the NCLT.
- 7.3.4 From the Effective Date, all bank accounts of the Transferor Company shall be permitted to be continued with the same balances as of the Effective Date in the name of the Transferee Company and for record the Transferee Company shall be permitted to file names and particulars of the new authorized signatories for withdrawals and/ or deposits/ credits in such bank accounts and the relevant bank accounts shall be reconstituted accordingly.

7.4 Conduct of Business

- 7.4.1 With effect from the Appointed Date and until the occurrence of the Effective Date:
- 7.4.1.1 the Transferor Company undertake to carry on and shall be deemed to have carried on all their business activities and stand possessed of their properties and assets, for and on account of and in trust for the Transferee Company; and



- 7.4.1.2 all profits accruing to the Transferor Company and all taxes thereon or losses accumulated or otherwise arising or incurred by it shall, for all purposes, be treated as and deemed to be the profits, taxes or losses, as the case may be, of the Transferee Company; and
- 7.4.1.3 all the assets as acquired by the Transferor Company for carrying on its business, operations or activities and the liabilities relating thereto shall be deemed to have been acquired and so contracted for and on behalf of the Transferee Company.
- 7.4.1.4 the Transferor Company shall carry on their business, with reasonable diligence and business prudence and in the same manner as they had been doing hitherto and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal, in any of their properties/ assets, except : (a) when the same is expressly provided in this Scheme; or (b) when the same is in the ordinary course of business as carried on by them as on the date of filing of this Scheme in the NCLT; or (c) when a prior written consent of the Transferee Company has been obtained in this regard;
- 7.4.1.5 Except by mutual consent of the Board of Directors of the Transferor Company and the Transferee Company and subject to changes pursuant to commitments, obligations or arrangements prior to the Appointed Date or as part of this Scheme, pending sanction of this Scheme by the NCLT, the Transferor Company shall not make any change in its capital structure either by any increase (by issue of equity shares, bonus shares, preference shares, convertible debentures or otherwise), decrease, reduction, reclassification, subdivision or consolidation, reorganization or in any other manner, which would have the effect of reorganization of capital of the Transferor Company; and
- 7.4.1.6 the Transferor Company shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligations undertaken prior to the date of approval of the Scheme by the Board of Directors of the Transferor Company, the terms and conditions of employment of any of its employees, nor shall they conclude settlement with any union or its employees except with the written concurrence of the Transferee Company; and
- 7.4.1.7 the Transferor Company shall not alter or substantially expand its business except with the written concurrence of the Transferee Company; and
- 7.4.1.8 the Transferor Company shall not amend its memorandum of association and / or their articles of association, except with the written concurrence of the Transferee Company.



- 7.4.2 Notwithstanding anything contained in this Scheme, subject to the Applicable Laws, the Board of Directors of the Transferee Company shall be entitled to consider, pursue, manage, undertake and conduct business of Transferee Company inter-alia including, any corporate actions, issue of securities and bonus shares, buy back of securities, reorganization, restructuring of its businesses, strategic acquisition or sale of any business, joint ventures, business combinations etc., as it may deem prudent and necessary in the interest of the Transferee Company.
- 7.4.3 With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, whether or not provided in their books, and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.
- 7.4.4 With effect from the Appointed Date, the Transferee Company shall be deemed to have commenced and shall carry on and shall be authorized to carry on the business of the Transferor Company.
- 7.4.5 For the purpose of giving effect to the amalgamation order passed under sections 230 to 232 and other applicable provisions of the Act in respect of the Scheme by NCLT, the Transferee Company shall, at any time pursuant to the order on the Scheme, be entitled to get the recordal of the change in the legal right(s).



PART-IV

CONSIDERATION, ACCOUNTING TREATMENT AND TAX TREATMENT OF TRANSFeree COMPANY

8 CONSIDERATION / CANCELLATION OF SHARES OF THE TRANSFEROR COMPANY

- 8.1 As stated in Clause 1.2, Transferor Company is the wholly-owned subsidiary of Transferee Company. Since Transferee Company cannot issue shares to itself, upon the scheme become effective, no shares of the Transferee Company shall be allotted to the shareholder of the Transferor Company (i.e., Transferee Company) in lieu or exchange of its holding in the Transferor Company and the entire issued, subscribed and paid-up capital of the Transferor Company shall stand cancelled without any further act or deed.

9 COMBINATION OF AUTHORISED CAPITAL

- 9.1 Upon sanction of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including therein the payment of stamp duty and fees payable to Registrar of Companies, by the authorised share capital of the Transferor Company aggregating to Rs. 10,00,00,000/- (Rupees Ten Crores Only) comprising of 1,00,00,000 (One Crore) Equity Shares of Rs.10/- each, the Memorandum of Association and Articles of Association, to the extent applicable, of the Transferee Company (relating to the authorised share capital clause) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Sections 13, 15, 61 and 233 and applicable provisions of the Companies Act, 2013 as the case may be and for this purpose the stamp duties and the fees paid on the authorised capital of the Transferor Companies shall be utilized and applied to the above referred increased authorized share capital of the Transferee Companies and no payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in its authorised share capital to that extent.

- 9.2 Consequent upon the amalgamation, the authorised share capital of the Transferee Company will be as under:

Authorised Capital	Amount (in Rs)
32,50,00,000 Equity shares of Rs. 2/- each	65,00,00,000
Total	65,00,00,000

It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association to the extent as may be applicable, of the Transferee Company as may be required under the Act.



9.3 Clause 5 of the Memorandum of Association of the Transferee Company stands amended as follows:

“The Authorised Share Capital of the Transferee Company is Rs. 65,00,00,000/- (Rupees Sixty-Five Crores Only) comprising of 32,50,00,000 (Thirty-Two Crores Fifty Lakhs) Equity Shares of Rs.2/- each”

10 ACCOUNTING TREATMENT ON AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFEE COMPANY

- 10.1 Upon the effectiveness of this Scheme and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company in accordance with “Pooling of Interest Method” laid down by Appendix C ‘Accounting for Business Combinations under Common Control’ of Indian Accounting Standard (Ind AS) 103 “Business Combinations” prescribed under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 (“Ind AS 103 Business Combinations”) and other generally accepted accounting principles in India and as the Transferor Company is a wholly owned subsidiary of the Transferee Company, the value of all the assets, liabilities and reserves pertaining to the Transferor Company as appearing in its financial statements would be recognized in the financials of the Transferee Company at their carrying value.
- 10.2 Pursuant to the Amalgamation, the inter-company transactions and balances between the Transferee Company and the Transferor Company shall stand cancelled;
- 10.3 All the equity shares held by the Transferee Company in the Transferor Company shall stand cancelled without any further application, act or deed;
- 10.4 The difference, if any, between the amount recorded as share capital issued plus any additional consideration in the form of cash or other assets and the amount of share capital of the transferor shall be transferred to capital reserve. Thus, the difference, if any, between the book value of investments held by the Transferee Company and all assets, liabilities and reserves of the Transferor Company will be transferred to Capital Reserve;
- 10.5 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted to the capital reserves, in the books of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

11 TAX

- 11.1 Any tax liabilities under the Income Tax Act, 1961 or other applicable laws/regulations dealing with taxes/ duties/ levies allocable or related to the business of Transferor Company whether or not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.
- 11.2 Any surplus in the provision for taxation/ duties/ levies account and any entitlement to credit, refund or set off including but not limited to the advance tax,



tax deducted at source and MAT credit (credit of tax paid under section 115JB of the Income Tax Act, 1961), GST credit, as on the date immediately preceding the Appointed Date will also be transferred to Transferee Company. Any refund under the Income Tax Act, 1961 or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the business of Transferor Company or due to Transferor Company, consequent to the assessment made in respect of Transferor Company, shall also belong to and be received by Transferee Company.

- 11.3 The tax payments (including without limitation income tax, GST or any other taxes as may be applicable from time to time) whether by way of tax deducted at source, advance tax or otherwise howsoever, by Transferor Company whether before or after the Appointed Date, shall be deemed to be paid by Transferee Company and shall, in all proceedings, be dealt with accordingly. Notwithstanding the above, any tax deducted at source by either the Transferor Company or the Transferee Company on account of intercompany transactions, if any, between Transferee Company and Transferor Company post the Appointed Date, shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 11.4 Any withholding tax certificate or any other tax related certificate issued in the name of the Transferor Company shall be deemed to be issued in the name of the Transferee Company.
- 11.5 Upon the Scheme becoming Effective, with effect from the Appointed Date, Transferor Company and Transferee Company are expressly permitted to prepare and/or revise, as the case may be, their financial statements and returns along with the prescribed forms, filings and annexure under the Income Tax Act, 1961, GST laws and other tax laws, if required, to give effects to provisions of the Scheme.
- 11.6 All tax assessments proceedings/appeals of whatsoever nature by or against the Transferor Company pending at and/or arising after the Appointed Date and relating to Transferor Company shall be continued and/or enforced until the Effective Date as desired by Transferee Company. As and from the Effective Date, the tax proceedings/ appeals shall be continued and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Company. Further, subject to the provisions of the relevant statutes the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of Transferor Company with Transferee Company or anything contained in the Scheme.
- 11.7 Upon the Scheme coming into effect, any obligation for deduction of tax at source on any payment made by or to be made by Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.

12 RESOLUTIONS

Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, 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 deemed to have authorized any Director of the Transferee Company or such other person(s) as authorized by any two Directors of the Transferee Company to do all acts, deeds, things as may be necessary to give effect to these Resolutions, without any further acts to be done by 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.

Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 180 of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Company which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

13 STAFF AND EMPLOYEES

- 13.1 On the scheme becoming operative, all the staff and employees of the Transferor Company in service on the effective date shall be deemed to have become staff and employees of the Transferee Company without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferor Company shall not be less favorable than those applicable to them on the effective date.
- 13.2 It is expressly provided that, on the scheme becoming effective, the provident fund, gratuity fund or any other fund created for the benefit of staff and employees of the Transferor Company shall become the fund of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds or funds or funds in relation to the obligation to make contribution to the said funds, if any. It is clarified that the services of the staff and employees of the Transferor Company will be treated as having been continuous for the purpose of said fund or funds.

14 LEGAL PROCEEDINGS

- 14.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company are pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the scheme or 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 Company as if this scheme had not been made.
- 14.2 Subject to the above clause, in case any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, the Transferee Company shall be made party thereto and payment and expenses made thereto shall be liability of the Transferee Company.



15 CONTRACT, DEEDS AND OTHER INSTRUMENTS

- 15.1 All contracts, deeds, bonds, debentures, agreement and other instruments of whatever nature to which the Transferor Company is party, subsisting or having effect immediately before the effective date, subject to other provisions as contained therein, shall remain in force and effect or in favour of the Transferee Company, as the case may be, and may be enforced as fully and as effectually as if, instead of Transferor Company had been a party thereto.
- 15.2 It is clarified that incase of any such instruments including contracts, deeds, bonds etc., wherever required, Transferee Company shall amend or modify such instrument etc., as may be appropriate, by appending, attaching or affixing there to such addendum, stickers, papers, supplementary modification deeds etc., with or without affixing the common seal of the Company, to denote and signify the transferee company as a party thereto stepping instead and in place of Transferor Company. Further, Transferee Company shall be deemed to be authorized to execute any such deeds, writing or confirmations on behalf of the Transferor Company and to implement and to carry out all formalities required on part of the Transferor Company to give effect to the provision of this scheme.

16 SAVING OF CONCLUDED TRANSACTIONS

- 16.1 The transfer of assets, properties and liabilities under Clause 7 above and also the continuance of proceedings by or against the Transferor Company under the same Clause shall not affect any transaction or proceedings already concluded by the Transferor Company on and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company.

17 DISSOLUTION OF THE TRANSFEROR COMPANY

- 17.1 On the Scheme becoming effective, the Transferor Company shall stand dissolved automatically without winding up in accordance with the provisions of Section 230 and 232 of the Act.
- 17.2 On and from the Effective Date, name of the Transferor Company shall be removed from the records of the ROC and records relating to the Transferor Company shall be transferred and merged with the records of the Transferee Company.

PART-V

GENERAL / RESIDUARY TERMS AND CONDITIONS

18 APPLICATION TO NCLT

The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make respective applications to the NCLT and or applicable authority, under sections 230 to 232 of the Act, seeking order for dispensing with or for convening, holding and/or conducting of the meetings of the classes of their respective members and creditors (secured and unsecured) as per the requirements of the Act.



19 CONDITIONALITY OF THE SCHEME

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

- 19.1 The approval by the requisite majorities of the classes of persons, including shareholders, creditors of the Transferor Company and Transferee Company as may be directed by the NCLT under Section 230- 232 of the Act;
- 19.2 The sanctioning of this Scheme by the NCLT, whether with any modifications or amendments as NCLT may deem fit or otherwise;
- 19.3 The filing of the certified copies of the orders of the NCLT sanctioning the Scheme of Amalgamation with the ROC by the Transferor Company and Transferee Company;
- 19.4 Any other sanctions and orders as may be directed by the NCLT in respect of the Scheme.

Upon this Scheme becoming effective, in accordance with sub-section 6 of Section 232 of the Act, the Scheme shall be deemed to be effective from the Appointed Date.

20 LISTING AGREEMENT AND SEBI COMPLIANCES

- 20.1 Since the Transferee Company is a listed company, this Scheme is subject to compliances of all the requirements under the Listing Regulations and all statutory directives of the SEBI insofar as they relate to sanction and implementation of this Scheme.
- 20.2 Regulation 37(1) of the Listing Regulations provides that a listed entity desirous of undertaking a scheme of arrangement under Section 230-234 and Section 66 of the Act shall file the draft scheme of arrangement with the stock exchange(s) on which the listed entity is listed in order to obtain the No Objection Certificate. Only after the No Objection Certificate is obtained, the scheme of arrangement can be filed with NCLT. However, the requirement to obtain No Objection Certificate from the stock exchange(s) before filing the scheme of arrangement with the NCLT has been relaxed in case of merger of a wholly-owned subsidiary with its holding company – Regulation 37(6) of the Listing Regulations. Proviso to Regulation 37(6) provides that the draft scheme shall be filed with the stock exchange(s) for disclosure purpose. Accordingly, this scheme of amalgamation shall be filed the stock exchange(s) for disclosure purpose only.

21 MODIFICATION OR AMENDMENTS TO THE SCHEME

- 21.1 The Transferor Company and the Transferee Company may assent to any modifications or amendments to this Scheme, which the NCLT and/or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme. The Transferor Company and the Transferee Company (acting through its respective Boards of Directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions, whether by reason of any order of the NCLT or of any directive or order of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.



- 21.2 In the event of any of the conditions that may be imposed by the NCLT or other authorities which the Transferor Company and/or Transferee Company may find unacceptable for any reason, then the Transferor Company and/or Transferee Company are at liberty to withdraw the Scheme.
- 21.3 The Board of Directors of Transferor Company and Transferee Company shall be entitled, in a mutually agreeable manner, to revoke, cancel and declare the Scheme of no effect if they are of view that the coming into effect of the Scheme could have adverse implications on Transferor Company and/or Transferee Company.
- 21.4 If any issue arises with respect to any asset, liability, employee position belongs to the Transferor Company and/or Transferee Company, or not under this Scheme, the same shall be decided by the Board of Directors of the Transferor Company and/or Transferee Company, as relevant, on the basis of relevant books of account and other evidence that they may deem relevant for said purposes. Their decision will be final and conclusive.
- 21.5 The provisions of this Scheme as they relate to the amalgamation of Transferor Company into and with Transferee Company have been drawn up to comply with the conditions relating to "amalgamation" as defined under section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

22 EFFECT OF NON-RECEIPT OF APPROVALS

- 22.1 In the event that the Scheme is not sanctioned by the NCLT or in the event any of the 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. The Transferee Company shall bear the cost, charges and expenses in connection with the Scheme unless otherwise mutually agreed.
- 22.2 The non – receipt of any sanctions or approvals for a particular asset or liability forming part of the Transferor Company 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/or Transferee Company so decide. In the event of non – receipt of approval of any lender / creditor for the transfer of any liability of the Transferor Company, then at the option of the Boards of Directors of the Transferor Company, it may discharge such liability by issuing a security / recognizing a liability in favour of Transferee Company on the same terms.

23 COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and other expenses, if any (save as expressly otherwise agreed) arising out of, in connection to or in relation to or incurred in carrying out and implementing this Scheme and to put it into operation shall be borne by the Transferee Company.



24 MISCELLANEOUS

If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and Transferee Company that such Part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part shall cause this Scheme to become materially adverse to Transferor Company and/or Transferee Company, in which case the Transferor Company and 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.

